

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of

ANGELO DONOVAN ROES

FINAL ORDER BY DEFAULT

PROCEDURAL HISTORY

1.

1.1 On August 4, 2020, the Real Estate Commissioner issued, by certified mail, a *Notice of Intent to Revoke* the real estate principal broker license of Angelo Donovan Roes (Roes). The Oregon Real Estate Agency (Agency) sent the Notice of Intent to Roes' last known addresses of record with the Agency, PO Box 3434 La Pine, OR 97739 and 15840 Woodland Dr., La Pine, OR 97739. The *Notice of Intent* was also mailed to Roes by regular first class mail to the above two address.

1.2 The notice was also emailed to Roes at his email address of record.

1.3 The certified mailing of the notice sent to 15840 Woodland Dr., La Pine, OR 97739 was returned to the Agency. Neither the certified mailing addressed to PO Box 3434 La Pine, OR 97739 nor the first class mailings have been returned to the Agency. Over 20 (20 days) have elapsed since the mailing of the notice issued in this matter and no written request for hearing has been received.

2.

Based upon the foregoing and upon a review of the above described investigation reports, documents and files, the Real Estate Commissioner finds:

2.1 Oregon Administrative Rule 863-001-0006 states, in part, that a notice of intent is properly served when deposited in the United States mail, registered or certified mail, addressed to the real estate licensee or to any other person having an interest in a proceeding

before the Commissioner at the licensee's or other person's last known address of record with OREA.

2.2 Roes' last known addresses of record with the Agency are PO Box 3434 La Pine, OR 97739 and 15840 Woodland Dr., La Pine, OR 97739.

2.3 Certified mailings of the notice of intent were mailed to Roes at his two last known addresses of record on August 4, 2020. The certified mailing addressed to 15840 Woodland Dr. La Pine OR 97739 was returned to the Agency marked, "Return to Sender No Mail Receptacle Unable to Forward Return to Sender." The certified mailing of the notice sent to PO Box 3434 La Pine OR 97739 has not been returned to the Agency.

2.4 The notice was also mailed regular first class mail in a handwritten envelope to both of the above addresses for Roes. The mailings in the handwritten envelope have not been returned to OREA. In accordance with ORS 40.135(1)(q), there is a presumption that the mailing properly addressed and placed with the U.S. Postal Service was delivered. That presumption has not been overcome by any evidence.

2.5 Over twenty (20) days have elapsed since the mailing of the notice and no written request for a hearing has been received.

2.6 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real estate license, whether by operation of law, order of the Real Estate Commissioner or decision of a court of law, or the inactive status of the license, or voluntary surrender of the license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee; (3) Take action against a licensee, including assessment of a civil penalty against the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or revoking a license.

2.7 As noted in paragraph 9 of the *Notice of Intent to Revoke*, the Agency's entire investigation file was designated as the record for purposes of presenting a prima facie case upon default, including submissions from Roes and all information in the administrative file relating to the mailing of notices and any responses received.

FINDINGS OF FACT

3.

3.1 Roes was licensed as a principal broker working under the registered business name Accord Property Management. Roes failed to renew his license and on June 1, 2020, Roes license expired.

3.2 On January 15, 2018, Sarah Harlos (Harlos) attorney for property owner Harold Gibboney (Gibboney) filed a complaint against Roes with the Agency. The Agency opened an investigation.

3.3 On April 14, 2009, Roes and Gibboney entered into a property management agreement for property located at 15910 Frances Lane, La Pine, Oregon (subject property)

3.4 On June 5, 2009, Roes signed a tenant agreement with Fred Rausch (Rausch) and Flora Galloway (Galloway) to rent the subject property for \$750 a month with a \$850 security deposit and \$200 pet deposit to be held by the property manager.

3.5 Initially Roes held security deposits in the same clients' trust account as rents. Per Roes, towards the end of 2009 he was told by the Agency during an audit that he needed to separate security deposits from rent. Roes said at that time he sent all tenants security deposits to the property owner for the owner to hold, including the \$200.00 pet deposit for the subject property. Roes did not execute an amendment to the tenant rental agreement for Rausch and Galloway where the tenants authorized him to send the security deposits to the owner. Roes was unaware that the tenants had to give authorization allowing him to transfer their security deposit funds to the owner.

3.6 The property management agreement states that Roes would use his best efforts to ensure the property was maintained in an attractive condition and in a good state of repair. Additionally, it states Roes shall manage the property in full compliance with all laws and regulations of any Federal, State, County or Municipal Authority having jurisdiction over the property.

3.7 Per the rental agreements, the tenants were to properly care for the subject property's yard and if it was not properly maintained, management had the right to hire someone to care for the yard and bill the tenants for it. Additionally, the original rental agreement states that tenants were required to hire Wilderness Garbage for trash removal.

3.8 Roes failed to ensure tenants of the subject property had garbage service.

3.9 On February 27, 2014, John Griley (Griley) from Deschutes County Community Development Department mailed a letter to Gibboney's PO Box in La Pine regarding alleged violations of county code. The code violation stated that an RV was being utilized as dwellings on the subject property.

3.10 Gibboney instructed Griley to contact Roes regarding the code violations. On March 11, 2014, Roes stated he would contact the occupants and give them a 10 day notice to correct the code violation.

3.11 On April 2, 2014, Griley performed a site visit with the tenant, Rausch. Rausch stated nobody lived in the RVs or the outbuildings. Griley addressed the solid waste on the property regarding tires and two inoperable vehicles. Rausch stated he was committed to coming into compliance and Griley gave him 45 days to rectify the situation.

3.12 Griley drove by the subject property on July 21, 2014, and his notes state the tenants addressed the code violations and the case was closed.

3.13 On July 24, 2015, Anthony Laemmie (Laemmie) from Code Enforcement mailed another letter to Gibboney regarding new code violations. The code violations in the new case were regarding RVs being used as dwellings and an accumulation of solid waste on the property.

3.14 The case notes stated there was a marginal amount of solid waste including bikes, lawn mowers, tires, wheels, and garbage.

3.15 On September 16, 2015, Laemmie's note states he had a discussion with Roes about the code violations and Roes said he would do a walk-through and if the issues were not corrected he would start the eviction process.

3.16 On September 22, 2015, Roes told Laemmie he would give the tenants a 10 day notice to correct the issues.

3.17 On September 28, 2015, Laemmie's notes state a site visit confirmed the tenants haven't started the clean-up and there was another camper on the property.

3.18 On October 14, 2015, Laemmie stated there were additional tires added to the property and the tire wall was still present.

3.19 On October 15, 2015, Laemmie emailed Roes stating the tenants were not willing to comply and this email should be enough to give the tenants a 30 day notice.

3.20 Roes gave the tenants an Inspection Failure Report dated October 16, 2015 and a list of issues to correct within 14 days or he would have to start the eviction process.

3.21 The last rent payment received for subject property was in November 2015.

3.22 On March 7, 2016, Roes filed a residential eviction notice and a Notice to the tenant on behalf of Gibboney. Carrie O'Neill (O'Neill) signed the Summons for the Residential notice as the Plaintiff or Agent. O'Neill was Roes wife. O'Neill helped Roes with some property management duties such as serving eviction notices and various other duties. Roes did not have a delegation of authority for O'Neill.

3.23 On March 21, 2016, Roes filed a Mediation Agreement and Stipulated Order in Deschutes County. The order stated the tenants need to vacate by April 1, 2016 and pay unpaid rent and legal fees of \$6,185.73.

3.24 Roes was asked why he waited until March 2016 to start the eviction process when the tenants had code violations and hadn't paid rent since November 2015. Roes explained Gibboney had let the tenants use tax returns the past couple years to pay rent or any back rent owed and Roes assumed the tenants were intending on paying when they got their tax returns.

3.25 Gibboney said he only gave permission for the tenants to use their tax return one time in 2015.

3.26 Roes was asked if he had permission in writing from Gibboney authorizing that the tenants could use their tax return for rent and Roes said it was all verbal.

3.27 Roes' 2015 tenant ledgers provided for the investigation do not identify the name of the person who paid the rent.

3.28 Roes' 2015 owner ledgers have multiple entries throughout the year showing disbursements but no description of what the payments were for or to whom the payments were made to.

3.29 The 2015 owner ledgers have multiple entries referencing back rent being accounted for, which was not agreed to in the tenant agreement. The tenant agreement states the rent is due by the first of each month and if it is late there will be a \$50 late fee for the first

offence and \$100 for the second offense and possible eviction proceedings if the rent is late more than 2 times during the lease period. It does not appear late fee were ever charged.

3.30 The 2015 owner ledgers show several instances of Roes taking the property management fees not within 5 business days after the last day of the month as agreed upon in the property management agreement.

3.31 On April 10, 2017, Gibboney filed a lawsuit against Roes and Accord Property Management for Breach of Contract, Breach of Fiduciary Duty, and Negligence.

3.32 On October 25, 2017, Roes received a judgement against him for \$19,506.91 to be paid to Gibboney and \$18,852.00 for attorney fees and costs of \$16,263.75 through a General Judgement and money award (Case No. 17CV04147 through Deschutes County).

3.33 Roes did not notify the Agency within 20 calendar days after receiving written notification of the adverse judgment.

STATEMENT OF LAW

4.

4.1 ORS 696.301(3) as it incorporates:

a. OAR 863-015-0175(1)(b),(c) (11-15-16 Edition), which states: (1) A real estate licensee must notify the Commissioner of the following: (b) any adverse decision or judgment resulting from any civil or criminal suit or action or arbitration proceeding or any administrative or Oregon State Bar proceeding related to the licensee in which the licensee was named as a party and against whom allegations concerning any business conduct or professional real estate activity is asserted; and (c) any adverse decision or judgment resulting from any other criminal or civil proceeding that reflects adversely on the “trustworthy and competent” requirements contained in ORS Chapter 696 and its implementing rules.

b. OAR 863-025-0015(1),(3)(c)(C), and (D) (5-15-14 Edition) which states: (1) each property manager must develop, maintain and follow written policies for persons and activities under this rule. (3) policies must specify the duties, responsibilities, supervision and authority, including any authority to handle funds in a clients’ trust account or security deposit account, for the following persons: (c) an employee of the property manager, including any authority to: (C) physically maintain the real estate of an owner; (D) conduct tenant relations.

c. OAR 863-025-0020(2)(f) (1-1-2009, 6-15-2010, 4-15-2011, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014 Editions) which states (2) A property management agreement must include, but is not limited to: (f) The management fees, application fees, screening fees, rebates, discounts, overrides and any other form of compensation to be received by the property manager for management of rental real estate including when such compensation is earned and when it will be paid.

d. OAR 863-025-0020(4) (9-14-2012, 4-1-2013, 5-15-2015 Editions) which states (4) any amendment or addendum to the property management agreement must be in writing and include the identifying code, the date of the amendment, the signature of the property manager and the signatures of all owners who signed the initial property management agreement.

e. OAR 863-025-0030(1)(a) (1-1-2009 Edition) which states, (1) except as provided in section (3) of this rule, all tenants' security deposits received by the property manager must be deposited and maintained in a security deposit account until: (a) The property manager forwards the tenant's security deposit to the owner of the property according to the terms of the tenant's rental or lease agreement and the property management agreement.

f. OAR 863-025-0045(1)(c) (1-1-2009, 6-15-2010, 4-15-2011, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014 Edition) which states (1) Residential Property. The property manager must file and maintain legible copies of all tenant rental or lease agreements for the time period required under OAR 863-025-0035. Each tenant rental or lease agreement prepared by a property manager for residential real estate must contain, in addition to and not in lieu of any applicable requirements of the Residential Landlord and Tenant Act, the following: (c) The amount of and the reason for all funds paid by the tenant to the property manager including, but not limited to, funds for rent, conditionally refundable security deposits, and any fees or other charges.

g. OAR 863-025-0050(4)(d)(B) (1-1-2009, 6-15-2020, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014 Editions) which states: (4) a tenant's ledger must contain at least the following information: (d) for each deposit of funds: (B) the purpose of the funds and identity of the person who tendered the funds.

h. OAR 863-025-0055(3)(c)(D),(E) (1-1-2009, 6-15-2010, 4-15-2011, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014 Editions) which states: (3) all owner ledgers must contain at least the following information: (c) for each disbursement of funds: (D) the payee of the disbursement; (E) the purpose of the disbursement.

4.2 ORS 696.301(3) (2009, 2013, 2015 Editions) which states a licensee's real estate license may be disciplined if they have: (3) disregarded or violated any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785 and 696.800 to 696.870 or any rule of the Real Estate Agency.

4.3 ORS 696.301(12) (2009, 2013, 2015 Editions) which states a licensee's real estate license may be disciplined if they have: (12) Demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

4.4 ORS 696.301(14) which states a licensee's real estate license may be disciplined if they have: (14) committed an act of fraud or engaged in dishonest conduct substantially related to the fitness of the applicant or real estate licensee to conduct professional real estate activity, without regard to whether the act or conduct occurred in the course of professional real estate activity.

4.5 ORS 696.301(15) which states a licensee's real estate license may be disciplined if they have: (15) engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaging in the practice of professional real estate activity in Oregon.

4.6 ORS 696.890(3)(b),(c) (2011 Edition) which states, a real estate property manager owes the property owner the following affirmative duties: (b) To disclose material facts known by the property manager and not apparent or readily ascertainable to the owner; (c) To exercise reasonable care and diligence. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

4.7 ORS 696.890(3)(c),(e) (2011 Edition) which states a real estate property manager owes the property owner the following affirmative duties: (c) to exercise reasonable care and diligence; (e) to act in a fiduciary manner in all matters relating to trust funds. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

4.8 ORS 696.890(4)(b),(c) (2013 and 2015 Editions) which states, a real estate property manager owes the property owner the following affirmative duties: (b) To disclose material facts known by the property manager and not apparent or readily ascertainable to the owner; (c) To exercise reasonable care and diligence. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

4.9 ORS 696.890(4)(c),(e) (2013, 2015 Editions) which states a real estate property manager owes the property owner the following affirmative duties: (c) to exercise reasonable care and diligence; (e) to act in a fiduciary manner in all matters relating to trust funds. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

4.10 ORS 696.890(4)(a),(c) (2015 Edition) which states: (4) A real estate property manager owes the property owner the following affirmative duties: (a) to deal honestly and in good faith; (c) to exercise reasonable care and diligence. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

ULTIMATE FINDINGS OF FACT

5.

5.1 Roes failed to have tenants sign an amendment to their original rental agreement authorizing Roes to forward their security deposit to be held by the owner.

5.2 Roes failed to ensure the tenants obtained and maintained garbage service through Wilderness Garbage Service according to the terms of the rental agreement.

5.3 Roes allowed Carrie O'Neill to sign and serve an eviction notice to tenants without having a delegation of authority in place allowing her to do so.

5.4 Roes waited until March 2016 to start the eviction process, even though the tenants had failed to pay rent since November 2015.

5.5 Roes failed to amend or write an addendum to the property management agreement for property located at 15910 Frances Lane in La Pine Oregon, giving permission to allow the tenants to use tax returns for back rent owed.

5.6 Roes failed to identify the name of the tenant from whom Roes received funds from on the tenant ledgers.

5.7 Roes disbursed funds with no description of what the payments were for or to whom the payments were made to in the owner ledgers.

5.8 Roes referenced multiple back rents being accounted for on the owner ledger, however, he failed to enact a late fee of \$50 for the first late payment or a late fee of \$100 for the second late payment.

5.9 Roes failed to take property management fees within 5 business days after the last day of the month as agreed upon in the property management agreement.

5.10 Roes failed to report an adverse judgement within 20 days to the Agency for Case No. 17CV04147.

5.11 In summary, the facts above establish grounds to revoke Roes' principal broker license.

CONCLUSIONS OF LAW

6.

6.1 Pursuant to ORS 183.417(4) and OAR 137-003-0670 Roes is in default.

6.2 The material facts establish a violation of a ground for discipline under ORS 696.301 as set forth in the *Notice of Intent to Revoke*.

6.3 Based on these violations, the Agency may revoke Roes' principal broker license.

6.4 Specifically, Roes is subject to discipline pursuant to ORS 696.301(3), (12) (14) and (15). A revocation of Roes' principal broker license is appropriate for violations of ORS 696.301(3), (12), (14) and (15), which states in part a licensee's real estate license may be disciplined if they have: (3) disregarded or violated any provision of ORS 659A.421, 696.010 to 696.495, 696.600 to 696.785, 696.800 to 696.870 and 696.890 or any rule of the Real Estate Agency; (12) demonstrated incompetence in performing any act for which the licensee is required to hold a license; (14) committed an act of fraud or engaged in dishonest conduct substantially related to the fitness of the applicant or real estate licensee to conduct professional real estate activity, without regard to whether the act or conduct occurred in the course of professional real estate activity; (15) engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by

the community of individuals engaged in the practice of professional real estate activity in Oregon.

6.5 A revocation of Roes' principal broker license is appropriate under ORS 696.396(2)(c)(A),(B), and (C). According to ORS 696.396(2)(c)(A),(B),and (C) the Agency may revoke a real estate license if the material facts establish a violation of a ground of discipline under ORS 696.301 that: (A) results in significant damage or injury; (B) exhibits incompetence in the performance of professional real estate activity; (C) exhibits dishonesty or fraudulent conduct.

6.6 Based on the evidence in the record, the preponderance of the evidence weighs in favor of the revocation of Roes' principal broker license.

6.7 The Agency may therefore, revoke Roes' principal broker license

6.8 Pursuant to ORS 696.775 the expiration or lapsing of Roes' license does not prohibit the Commissioner from proceeding with this, or further action.

OPINION

7.

The Agency takes its consumer protection role very seriously. Roes' actions as documented herein constituted multiple violations of Agency statutes and rules. Most importantly, Roes failed to ensure the property he was managing for Gibbony was maintained. Roes failed to ensure the tenants obtained and maintained the required garbage service and when he was notified time and time again by the county regarding code violations Roes failed to take swift action to address the situation with the tenants. Additionally, Roes allowed the tenants to stay in the property without paying rent from December 2016 until March 2016, which was when he finally started the eviction process. By that time, the property's condition had deteriorated further creating even more damage for the property owner, Gibboney, to deal with. Roes' lack of diligence and care in the above situation is unacceptable and ultimately justifies the revocation of his license.

The specific violations are repeated here below:

(1) Violation: By failing to have tenants sign an amendment to their original rental agreement authorizing Roes to forward their security deposit to be held by the owner Roes

violated ORS 696.301(3) as it incorporates OAR 863-025-0030(1)(a) (1-1-2009 Edition) which states, (1) except as provided in section (3) of this rule, all tenants' security deposits received by the property manager must be deposited and maintained in a security deposit account until:

(a) The property manager forwards the tenant's security deposit to the owner of the property according to the terms of the tenant's rental or lease agreement and the property management agreement. Additionally, Roes violated ORS 696.301(12) (2009 Edition), which states a licensee's real estate license may be disciplined if they have: (12) Demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

(2) Violation: By failing to ensure the tenants obtained and maintained garbage service through Wilderness Garbage Service according to the terms of the rental agreement Roes violated ORS 696.890(3)(b),(c) (2011 Edition) and ORS 696.890(4)(b),(c) (2013 and 2015 editions). ORS 696.890(3)(b),(c) (2011 Edition) and ORS 696.890(4)(b),(c) (2013 and 2015 Editions) states, a real estate property manager owes the property owner the following affirmative duties: (b) To disclose material facts known by the property manager and not apparent or readily ascertainable to the owner; (c) To exercise reasonable care and diligence. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

(3) Violation: By allowing Carrie O'Neill to sign and serve an eviction notice to tenants without having a delegation of authority in place Roes violated ORS 696.301(3) as it incorporates OAR 863-025-0015(1),(3)(c)(C), and (D) (5-15-14 Edition) which states: (1) each property manager must develop, maintain and follow written policies for persons and activities under this rule. (3) policies must specify the duties, responsibilities, supervision and authority, including any authority to handle funds in a clients' trust account or security deposit account, for the following persons: (c) an employee of the property manager, including any authority to: (C) physically maintain the real estate of an owner; (D) conduct tenant relations.

(4) Violation: By waiting until March 2016 to start the eviction process, when the tenants failed to pay rent since November 2015 Roes violated ORS 696.301(12) and ORS 696.890(4)(a),(c) (2015 Edition). ORS 696.301(12) states a licensee's real estate license may be disciplined if they have demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license. ORS 696.890(4)(a),(c)

states: (4) A real estate property manager owes the property owner the following affirmative duties: (a) to deal honestly and in good faith; (c) to exercise reasonable care and diligence. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

(5) Violation: By failing to amend or write an addendum to the property management agreement for property located at 15910 Frances Lane in La Pine Oregon, giving permission to allow the tenants to use tax returns for back rent owed Roes violated ORS 696.301(3) as it incorporates OAR 863-025-0020(4) (9-14-2012, 4-1-2013, 5-15-2015 Editions) which states (4) any amendment or addendum to the property management agreement must be in writing and include the identifying code, the date of the amendment, the signature of the property manager and the signatures of all owners who signed the initial property management agreement.

(6) Violation: By failing to identify the name of the tenant from whom Roes received funds from on the 2015 tenant ledgers Roes violated ORS 696.301(3) as it incorporates OAR 863-025-0050(4)(d)(B) (1-1-2009, 6-15-2020, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014 Editions). OAR 863-025-0050(4)(d)(B) states: (4) a tenant's ledger must contain at least the following information: (d) for each deposit of funds: (B) the purpose of the funds and identity of the person who tendered the funds. Additionally, Roes violated ORS 696.890(3)(c),(e) (2011 Edition) and ORS 696.890(4)(c),(e) (2013, 2015 Editions) which states a real estate property manager owes the property owner the following affirmative duties: (c) to exercise reasonable care and diligence; (e) to act in a fiduciary manner in all matters relating to trust funds. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

(7) Violation: By disbursing funds with no description of what the payment was for or to whom the payments were made to in the owner ledgers Roes violated ORS 696.301(3) as it incorporates OAR 863-025-0055(3)(c)(D),(E) (1-1-2009, 6-15-2010, 4-15-2011, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014) Editions) which states: (3) all owner ledgers must contain at least the following information: (c) for each disbursement of funds: (D) the payee of the disbursement; (E) the purpose of the disbursement. Additionally, Roes violated ORS 696.890(4)(c),(e) (2013 and 2015 Editions) which states (4) a real estate property manager owes the property owner the following affirmative duties: (c) to exercise reasonable care and

diligence; (e) to act in a fiduciary manner in all matters relating to trust funds. Roes' conduct is grounds of discipline under ORS 696.301(12) and (15).

(8) Violation: By referencing multiple back rents being accounted for on the owner ledger and by not enacting a late fee of \$50 for the first late payment or a late fee of \$100 for the second late payment Roes violated ORS 696.301(3) as it incorporates OAR 863-025-0045(1)(c) (1-1-2009, 6-15-2010, 4-15-2011, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014 Edition) which states (1) Residential Property. The property manager must file and maintain legible copies of all tenant rental or lease agreements for the time period required under OAR 863-025-0035. Each tenant rental or lease agreement prepared by a property manager for residential real estate must contain, in addition to and not in lieu of any applicable requirements of the Residential Landlord and Tenant Act, the following: (c) The amount of and the reason for all funds paid by the tenant to the property manager including, but not limited to, funds for rent, conditionally refundable security deposits, and any fees or other charges. Additionally, Roes violated ORS 696.301(12) (2013 and 2015 Editions) which states a licensee's real estate license may be disciplined if they have (12) Demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

(9) Violation: By not taking property management fees within 5 business days after the last day of the month as agreed upon in the property management agreement Roes violated ORS 696.301(3) as it incorporates OAR 863-025-0020(2)(f) (1-1-2009, 6-15-2010, 4-15-2011, 9-1-2011, 9-14-2012, 4-1-2013, 5-15-2014 Editions) which states (2) A property management agreement must include, but is not limited to: (f) The management fees, application fees, screening fees, rebates, discounts, overrides and any other form of compensation to be received by the property manager for management of rental real estate including when such compensation is earned and when it will be paid. Additionally, Roes violated ORS 696.301(12) which states a licensee's real estate license may be disciplined if they have demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license.

(10) Violation: By failing to report an adverse judgement within 20 days to the Agency for Case No. 17CV04147, Roes violated ORS 696.301(3) as it incorporates OAR 863-015-

0175(1)(b),(c) (11-15-16 Edition), which states: (1) A real estate licensee must notify the Commissioner of the following: (b) any adverse decision or judgment resulting from any civil or criminal suit or action or arbitration proceeding or any administrative or Oregon State Bar proceeding related to the licensee in which the licensee was named as a party and against whom allegations concerning any business conduct or professional real estate activity is asserted; and (c) any adverse decision or judgment resulting from any other criminal or civil proceeding that reflects adversely on the “trustworthy and competent” requirements contained in ORS Chapter 696 and its implementing rules. Additionally, Roes violated ORS 696.301(12),(14) (2015 Edition), which states a licensee’s real estate license may be disciplined if they have: (12) demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license; and (14) committed an act of fraud or engaged in dishonest conduct substantially related to the fitness of the applicant or real estate licensee to conduct professional real estate activity, without regard to whether the act or conduct occurred in the course of professional real estate activity.

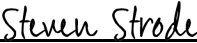
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ORDER

IT IS HEREBY ORDERED that Angelo Donovan Roes' principal broker license is revoked.

Dated this 1st day of September, 2020.

OREGON REAL ESTATE AGENCY

DocuSigned by:

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Steven Strode
Real Estate Commissioner

NOTICE OF RIGHT TO APPEAL: You are entitled to judicial review of this Order. Judicial review may be obtained by filing a petition for review within 60 days from the date of service of this order. Judicial review is to the Oregon Court of Appeals, pursuant to the provisions of ORS 183.482.

Certificate of Service

On September 1, 2020, I mailed and emailed the foregoing Final Order by Default issued on this date in Agency Case No. 2018-352 and 2018-164.

By: First Class Mail

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