REAL ESTATE AGENCY 1 BEFORE THE REAL ESTATE COMMISSIONER 2 3 4 In the Matter of the Real Estate License of 5 STIPULATED FINAL ORDER TINA MARIE TEEL 6 7 8 9 10 The Oregon Real Estate Agency (Agency) and Tina Marie Teel (Teel) do hereby agree 11 and stipulate to the following: 12 FINDINGS OF FACT 13 & **CONCLUSIONS OF LAW** 14 15 1. 16 1.1 Teel was licensed as a property manager doing business under the registered 17 business name of Mountain View Business Services. Tina's license expired on September 1, 18 2019. 19 1.2 Teel was selected for a Reconciliation Mail-In Review and was required to submit 20 her April 2018 reconciliation for security deposits account ending in #3639. The reconciliation 21 form showed the account was \$12,872.42 short. The Agency opened an investigation. 22 Teel explained the shortage was due to repair expenses incurred at three 23 separate rental properties she managed from April 2018 to July 2018. The owners of the 24 properties were not in the state or country and were unreachable at the time. The properties 25 needed repairs quickly and the repair costs surpassed the security deposits associated with 26 the three properties. 27 1.4 Teel provided repair receipts for each of the three properties. 28 1.5 During the time of the repairs, Teel put all the security deposit funds into her 29 clients' trust account and paid the repair expenses from there. 30 111

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- 1.6 Teel provided documentation of how she kept track of and recovered the repair expenses through the collected rent for the three different properties. She later put the funds back into the security deposits account to restore the account after collecting rents over a few months on the three properties. On June 6, 2018, Teel deposited \$12,872.42 to the security deposits account (the amount of funds the April 2018 reconciliation was short).
- 1.7 During her interview on June 7, 2019, with Agency Financial Investigator/Auditor Jeremy Brooks Teel acknowledged she should not have used the funds in the security deposit account but felt pressure to repair the properties since they were a safety risk to tenants. Teel expressed her intention was to take care of the properties and prevent lawsuits or habitability issues or liens occurring.

Violation: By failing to maintain the tenant security deposit funds in a security deposits account and by disbursing funds for purposes not authorized by the lease agreement or property management agreement Teel violated ORS 696.301(3) as it incorporates 863-025-0030(1)(b) (1-1-2018 Edition) which states except as provided in section (3) of this rule, all tenants' security deposits received by a property manager must be deposited and maintained in a security deposits account until: (b) the property manager disburses the tenants security deposit for purposes authorized by the tenant's rental or lease agreement and the property management agreement.

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- 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301. Based on these violations a reprimand is appropriate for violations of ORS 696.301(3).
- 2.2 The Agency reserves the right to investigate and pursue additional complaints that may be received in the future regarding this licensee.
- 2.3 In establishing the violations alleged above, OREA may rely on one or more of the definitions contained in ORS 696.010.
- 2.4 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.

STIPULATION & WAIVER

I have read and reviewed the above findings of fact and conclusions of law which have been submitted to me by the Agency and further, the order which follows hereafter. I understand that the findings of fact, conclusions of law and this stipulation and waiver embody the full and complete agreement and stipulation between the Agency and me. I further understand that if I do not agree with this stipulation I have the right to request a hearing on this matter and to be represented by legal counsel at such a hearing. Hearings are conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. I freely and voluntarily waive my rights to a hearing, to representation by legal counsel at such a hearing, and to judicial review of this matter.

I hereby agree and stipulate to the above findings of fact and conclusions of law and understand that the order which follows hereafter may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I understand that, in accordance with the provisions of ORS 696.445(3), notice of this order shall be published in the Oregon Real Estate News Journal.

I agree once the Commissioner executes this stipulated order, I will accept service of the final order by email, and hereby waive the right to challenge the validity of service.

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1	ORDER	
2	IT IS HEREBY ORDERED that Teel's property manager license be, and hereby is	
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5	IT IS SO STIPULATED:	IT IS SO ORDERED:
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9	TINA MARIE TEEL	STEVEN STRODE
10		Real Estate Commissioner
11	Date 4/14/ 2020	Date
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