

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of

RICHARD R. VOSS

STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Richard R. Voss (Voss) do hereby agree and stipulate to the following:

FINDINGS OF FACT
&
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Voss was licensed as a principal broker with Windermere Voss Property Management & Associates (WVPMA) and Windermere Peninsula Realty Group (WPRG).

1.2 William McNamee (McNamee) and Hanna Kuhn (Kuhn) filed a complaint against Voss and the Agency opened an investigation.

1.3 Voss's signature header displayed in an email dated August 18, 2017, states he was the Principal Broker/Owner of Windermere Portland North & Voss Property Management. Neither WVPMA nor WPRG were displayed on Voss's email signature header, which were the registered business names that Voss was conducting professional real estate activity under.

(1) Violation: By advertising in an email dated August 18, 2017, he was the Principal Broker/Owner of Windermere Portland North & Voss Property Management, when Voss' principal broker license was associated with Windermere Voss Property Management & Associates (WVPMA) and Windermere Peninsula Realty Group (WPRG), Voss violated ORS 696.301(3) as it incorporates ORS 696.026(7)(a) (2015 Edition), which requires all professional real estate activity conducted by the principal broker to be conducted under the registered

1 business name.

2 1.4 Chris Bentley (Bentley) is a broker licensee, who at the time of the investigation
3 was associated with WPRG (currently his license is now associated with WVPMA).

4 1.5 Bentley was advertised on WVPMA's website under the "Our Team" webpage,
5 when Bentley's license was solely associated with WPRG. WPRG was not mentioned on the
6 "Our Team" webpage or the WVPMA website homepage.

7 **(2) Violation:** By advertising Bentley, a broker, on WVPMA's website under the "Our
8 Team" webpage when Bentley's license was solely associated with WPRG, Voss violated ORS
9 696.301(3) as it incorporates OAR 863-015-0125(4) (1-1-18 Edition), which states the
10 registered business name of a property manager must be prominently displayed, immediately
11 noticeable, and conspicuous in all advertising.

12 1.6 On August 1, 2018, Voss emailed the Agency stating he was switching Bentley's
13 license from WPRG to WVPMA. On August 7, 2018, Agency's licensing records confirmed
14 Bentley's license was associated to WVPMA.

15 1.7 On September, 4, 2018, Mark Morrow's (Morrow), profile on WVPMA's "Our
16 Team" webpage did not indicate Morrow was unlicensed.

17 **(3) Violation:** By failing to indicate Morrow was non-licensed on Morrow's profile on
18 WVPMA's "Our Team" webpage, Voss violated ORS 696.301(3) as it incorporates OAR 863-
19 015-0125(11)(e) (1-1-2018 Edition) which states: (11) a licensee may use the term "team" or
20 "group" to advertise if: (e) if any non-licensed individuals are named in the advertising, the
21 advertising must clearly state which individuals are real estate licensees and which ones are
22 not.

23 1.8 WVPMA's accounting department collected and monitored rent for their
24 company. There was no delegation in place for any WVPMA associates involved with the
25 property management activity.

26 **(4) Violation:** By not having a delegation of authority in place for WVPMA's accounting
27 department or WVPMA associates involved in property management, Voss violated ORS
28 696.301(3) as it incorporates OAR 863-025-0015(1),(3)(a),(b),(c) (1-1-2018 Edition), which
29 states:(1) Each property manager must develop, maintain and follow written policies for
30 persons and activities under this rule. (3) Policies must specify the duties, responsibilities,

1 supervision and authority, including any authority to handle funds in a clients' trust account or
2 security deposits account, for the following persons: (a) A licensed property manager
3 employed by the property manager, including any authority to negotiate tenant rental and lease
4 agreements; (b) An active real estate licensee engaged in the management of rental real
5 estate under the supervision and control of a principal broker, including any authority to sign
6 property management agreements under OAR 863-025-0020(6) and tenant rental and lease
7 agreements under 863-025-0045(2); and (c) An employee of the property manager, including
8 any authority to: (A) Negotiate tenant rental or lease agreements under OAR 863-025-0045(2);
9 (B) Check applicant or tenant references, including credit references; (C) Physically maintain
10 the real estate of an owner; (D) Conduct tenant relations; (E) Collect rent and other payments;
11 (F) Supervise premise managers; or (G) Discuss financial matters relating to management of
12 the real estate with the owner.

13 1.9 On March 1, 2016, McNamee and Kuhn signed a property management
14 agreement with Windermere Voss Property Management rather than WVPMA. Bentley signed
15 the property management agreement as agent. There was no written delegation of authority in
16 place giving Bentley authority to sign property management agreements.

17 **(5) Violation:** By allowing Bentley, a broker, to sign a property management agreement
18 without written authority on March 1, 2016, between McNamee and Kuhn and WVPMA, Voss
19 violated ORS 696.301(3) as it incorporates OAR 863-025-0020(6) (5-15-14 Edition), which
20 states only a property manager may negotiate and sign a property management agreement,
21 except that a principal broker engaging in the management of rental real estate may delegate
22 such authority under OAR 863-025-0015(6) to a real estate licensee under the supervision and
23 control of the principal real estate broker.

24 1.10 Voss indicated he corrected the property management agreements to display the
25 correct registered business name and created written delegations of authority for the
26 necessary individuals engaged in property management activity.

27 1.11 On April 11, 2016, tenant Morrison signed a two year tenant agreement with
28 Windermere Voss Property Management. The tenant agreement states Morrison would pay
29 \$2,895.00 rent on the first of each month.

30 1.12 When Morrison paid rent on June 5, 2017, she paid \$2,800.00, \$95.00 short of

1 the \$2,895.00 monthly rent amount stipulated in the tenant agreement.

2 1.13 The tenant agreement terms and conditions state if all monthly charges were not
3 paid by the end of the fourth day, a \$75.00 late charge would be imposed on the fifth day of the
4 month. The tenant agreement states partial payment would not be accepted.

5 1.14 On June 23, 2017, McNamee and Kuhn sent an email requesting a response
6 regarding the delinquent rent. Later McNamee and Kuhn through correspondence in July
7 2017 told Bentley and Morrow to charge Morrison the \$75.00 late fee.

8 1.15 On August 18, 2017, Voss emailed McNamee and Kuhn stating, "I see no
9 evidence of any late payment. There is a \$85.00 balance that we are aware of."

10 1.16 Bentley stated WVPMA's accounting department did not catch Morrison's rent
11 shortage of \$95.00 in June 2017.

12 1.17 On August 21, 2017, Voss sent McNamee and Kuhn an email stating, "I just left
13 the tenant a message to get the rent shortage paid ASAP."

14 **(6) Violation:** By not addressing late rents owed to McNamee and Kuhn in the amount of
15 \$95.00 in a timely manner and not charging the late fee of \$75.00, Voss violated ORS
16 696.890(4)(c) (2015 Edition), which states a property manager owes the property owner the
17 affirmative duties:(c) To exercise reasonable care and diligence.

18
19 2.

20 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.
21 Based on these violations a reprimand is appropriate for violations of ORS 696.301(3).

22 2.2 The Agency reserves the right to investigate and pursue additional complaints
23 that may be received in the future regarding this licensee.

24 2.3 In establishing the violations alleged above, OREA may rely on one or more of
25 the definitions contained in ORS 696.010.

26 2.4 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a
27 real estate license, whether by operation of law, order of the Real Estate Commissioner or
28 decision of a court of law, or the inactive status of the license, or voluntary surrender of the
29 license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1)
30 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

1 the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order
2 suspending or revoking a license.

3
4 **STIPULATION & WAIVER**

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

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

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

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ORDER

IT IS HEREBY ORDERED that the principal broker license of Voss be, and hereby is, reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:
Richard Voss
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DocuSigned by:
Steven Strode
D141D267DDE14A0...



RICHARD R. VOSS

STEVEN STRODE

Real Estate Commissioner

Date 8/4/2020 | 9:38 AM PDT

Date 8/4/2020 | 1:48 PM PDT

Date of Service: 08/04/2020