

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of
SEAN ROBBINS

STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Sean Robbins (Robbins) do hereby agree and stipulate to the following:

FINDINGS OF FACT
&
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Robbins was licensed as a principal broker with Pacific Realty Northwest, LLC.

1.2 In December 2018, Gabe Terreson (Terreson) filed a complaint against Robbins and the Agency opened an investigation.

1.3 Terreson represented the seller for property located at 11520 Harold Street, Portland Oregon (subject property).

1.4 The seller had accepted an offer on the subject property from buyer Property Max LLC. Jesse Stolz (Stolz) was the signer on behalf of Property Max LLC for the offer. The offer was written by Alley Dillenburger (Dillenburger), a broker with Pacific Realty Northwest LLC. Robbins had hired Dillenburger to write offers for him on properties that looked like good investment opportunities.

1.5 Stolz and Robbins owned Property Max LLC. Robbins did not disclose he was a principal to the subject property transaction, or that he was a real estate licensee. Dillenburger, who wrote the offer for the subject property on Robbins' behalf, failed to disclose that Robbins was a real estate licensee.

1 **(1) Violation:** By failing to disclose in the offer written by Dillenburger that he was a real
2 estate licensee, Robbins violated ORS 696.301(3) as it incorporates OAR 863-015-0145(1) (1-
3 1-18 Edition) which states: (1) If a real estate licensee, whether active or inactive, either
4 directly or indirectly offers or negotiates for the sale, exchange, lease option, or purchase of
5 real estate within this state and the licensee is a principal to the transaction, the license must
6 disclose to the other party to the offer or transaction the licensee is a real estate licensee. The
7 licensee must make the disclosure in any advertising or display signs, and it must appear in
8 writing on at least the first written document of agreement concerning the offer or transaction.
9 The disclosure set forth on the agreement document must also state that the licensee is
10 representing himself or herself as either the buyer or seller in the transaction.

11 1.6 Robbins failed to review the purchase and sales agreement that was drafted by
12 Dillenburger on the subject property. According to Robbins, he did not review documents or
13 get involved with the day to day business deals.

14 1.7 After the inspection period expired the transaction was mutually terminated.

15 **(2) Violation:** By failing to review the purchase and sales agreement on the subject
16 property Robbins violated ORS 696.301(3) as it incorporates OAR 863-015-0140(1)(3)(4) (1-1-
17 18 Edition) which states: (1) No principal broker may allow any individual to use the principal
18 broker's license for the sole purpose of allowing other real estate licensees to engage in
19 professional real estate activity when the principal broker's only interest is receiving a fee for
20 the use of the principal broker's license by others when the principal broker only nominally
21 supervises the professional real estate activity conducted under the principal broker's license.
22 (3) A principal broker must supervise and control the professional real estate activity at any
23 main or branch office registered by the principal broker. (4) The principal broker must directly
24 supervise the licensees associated with the principal broker in fulfilling their duties and
25 obligations to their respective clients. The principal broker must review each document of
26 agreement generated in a real estate transaction within seven banking days after it has been
27 accepted, rejected, or withdrawn. If the document of agreement originates in a branch office,
28 the principal broker who manages the branch office under ORS 696.200 may review such
29 document. The document review may be done electronically or in hard copy. If the principal
30 broker reviews a document electronically, the principal broker or the principal broker who is the

1 branch office manager must make an electronic record of the review showing the name of the
2 reviewer and the date of the review. If the principal broker reviews such document in hard
3 copy, the principal broker or principal broker who manages the branch office must initial and
4 date the document in writing at the time of review.

5 1.8 The above violations demonstrate incompetence or untrustworthiness in
6 performing any act for which the real estate licensee is required to hold a license.

7 **(3) Violation:** ORS 696.301(12) (2017 Edition) which states a licensee's real estate license
8 may be disciplined if they have demonstrated incompetence or untrustworthiness in performing
9 any act for which the real estate licensee is required to hold a license.

10 2.

11 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.
12 Based on these violations a reprimand is appropriate for violations of ORS 696.301(3) and
13 (12).

14 2.2 The Agency reserves the right to investigate and pursue additional complaints
15 that may be received in the future regarding this licensee.

16 2.3 In establishing the violations alleged above, the Agency may rely on one or more
17 of the definitions contained in ORS 696.010.

18 2.4 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a
19 real estate license, whether by operation of law, order of the Real Estate Commissioner or
20 decision of a court of law, or the inactive status of the license, or voluntary surrender of the
21 license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1)
22 proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to
23 the licensee; (3) Take action against a licensee, including assessment of a civil penalty against
24 the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order
25 suspending or revoking a license.

26
27 **STIPULATION & WAIVER**

28 I have read and reviewed the above findings of fact and conclusions of law which have
29 been submitted to me by the Agency and further, the order which follows hereafter. I
30 understand that the findings of fact, conclusions of law and this stipulation and waiver embody

1 the full and complete agreement and stipulation between the Agency and me. I further
2 understand that if I do not agree with this stipulation I have the right to request a hearing on
3 this matter and to be represented by legal counsel at such a hearing. Hearings are conducted
4 in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the
5 Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. I
6 freely and voluntarily waive my rights to a hearing, to representation by legal counsel at such a
7 hearing, and to judicial review of this matter.

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

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

15 ORDER

16 IT IS HEREBY ORDERED that Sean Robbins' principal broker license be, and hereby is
17 reprimanded.

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19
20 IT IS SO STIPULATED:

IT IS SO ORDERED:

21
22 DocuSigned by:
23 Sean Robbins
711A4E745FB14CA...
24 SEAN ROBBINS

DocuSigned by:
23 Steven Strode
D141D267DDE14A0...
24 STEVEN STRODE



25
26 Date 6/8/2021 | 4:27 PM PDT

Real Estate Commissioner
26 Date 6/9/2021 | 8:08 AM PDT

27
28 Date of Service: 06/09/2021