

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
LISA CHRISTINE COLLINS) STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Lisa Collins (Collins) do hereby agree and stipulate to all of the following in lieu of Hearing. Collins does not dispute the Agency’s Procedural History. Collins disputes the Agency’s Findings of Facts and Conclusions of Law set forth herein. In order to resolve the dispute, Collins accepts the Order of Reprimand which results therefrom.

PROCEDURAL HISTORY

On May 4, 2021, the Agency issued a Notice of Intent to Revoke License No. PB. 201212857: Notice of Opportunity for Hearing. On May 24, 2023, through her previous attorney, Collins requested a hearing. The hearing was scheduled to occur on October 16, 2023, through October 18, 2023. Attorney Dean Alterman, on behalf of his client, Collins, entered into settlement discussions with the Agency and this Stipulated Final Order is the result of those discussions.

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

In establishing the violations set forth herein, the Agency may rely on one or more of the definitions contained in ORS 696.010.

1.1 Collins was initially licensed as a property manager. On October 14, 2015, Collins’ property manager license was associated with the registered business name Trilliant

1 Property Management LLC (Trilliant). Later, on March 5, 2018, Collins obtained her real estate
2 broker license. On October 30, 2020, Collins submitted a principal broker license application
3 and in March 2021, Collins' principal broker license became active.

4 1.2 Collins was originally licensed as Lisa Holmes, her birth name. In January 2016,
5 after Collins married a man named Anderson, she changed her licensed name to Lisa
6 Anderson. In March 2018, after marrying a man named Collins, she changed her licensed
7 name to Lisa Collins.

8 1.3 Collins's middle name is Christine, which Collins has sometimes used as part of
9 her name. References to the name Collins, Holmes and Anderson are all the same person
10 throughout this Stipulated Order.

11 1.4 In November 2017, the Agency received a complaint from Sara Kay Shatto
12 (Shatto) against Trilliant and another complaint was received in May 2018 from Jacquie LaDue
13 (LaDue), both were opened as separate investigations.

14 **Facts and Violations Related to Sara Shatto's Complaint/Investigation:**

15 1.5 Prior to forming Trilliant, Property Manager, Luana Parker (Parker), owned and
16 managed the property management company Apex Property Management (Apex).

17 1.6 Records show Shatto signed a property management agreement with Parker and
18 Apex effective April 13, 2015.

19 1.7 Shortly after establishing Apex, Parker changed the property management
20 company name to Trilliant. On October 8, 2015, Parker's license was associated to Trilliant.

21 1.8 On October 14, 2015, the day that Collins's license was first associated with
22 Trilliant, Parker delegated to Collins, the authority to negotiate and sign property management
23 agreements, review and approve clients' trust account reconciliations, and negotiate tenant
24 and rental lease agreements.

25 1.9 The tenants in the house that Trilliant managed for Shatto wanted to replace the
26 gas stove in the house with an electric stove. According to Collins the tenants stated they were
27 willing to pay for it. However, Collins failed to ensure the tenants paid for the electric stove and
28 installation.

29 1.10 Shatto's property management agreement included the following in part:
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- 1 • “Line item II. Duties of Manager: (O), Non-essential items exceeding
- 2 \$250.00 will be done with permission of owner first,” and
- 3 • “Line Item, IV. Repairs and Maintenance, the manager shall make
- 4 ordinary and reasonable repairs, without the prior written approval of the
- 5 Owner, in an amount not to exceed \$250.00, except emergency repairs
- 6 exceeding that amount, if in the sole discretion of the Manager, such
- 7 expenditures are necessary to protect and preserve the property from
- 8 damage.”

9 1.11 Collins failed to obtain written authorization from Shatto for the purchase of a
10 \$600.00 electric range, which required \$375.00 in electrical installation, both amounts over
11 \$250.00, though the tenant did eventually pay for the stove and the installation.

12 **(1) Conclusion of Law:** By failing to get written authorization from property owner Shatto
13 for the purchase and installation of an electric range without first assuring that the expense
14 would fall on the tenant and not on Shatto, Collins violated ORS 696.890(4)
15 (b),(c), and (f) (2015 Edition).

16 1.12 Oregon Secretary of State Corporate Division showed Parker and Collins have
17 multiple business names registered. One of those business names, which appear on Shatto’s
18 owner statements with disbursements is Holmes Services, LLC. Collins is shown as a
19 manager for Holmes Services, LLC.

20 1.13 Shatto’s property management agreement with Trilliant states, that the manager
21 may, at some future date, form an independent company to provide maintenance services for
22 the property and the owner would be advised in advance in writing of applicable rates and
23 fees. There was no addendum to the property management agreement that shows Shatto was
24 informed in writing of Collins’ pecuniary interest in Holmes Services, LLC, or applicable rates
25 and fees for Holmes Services LLC.

26 **(2) Conclusion of Law:** By failing to disclose to Shatto in writing the applicable rates and
27 fees per terms of the property management agreement, and Collins’ pecuniary interest in
28 Holmes Services, LLC, Collins violated ORS 696.301(3) as it incorporates OAR 863-025-
29 0020(2)(f) and (i) (5-15-14 and 11-15-16 Editions). Additionally, Collins violated ORS
30 696.890(4)(b) and (g) (2015 Edition).

1 **Facts and Violations Related to Jacqui LaDue's Complaint/Investigation:**

2 1.14 LaDue signed a property management agreement with Trilliant effective April 1,
3 2016 for 893 Norwood St, SE Salem. The property management agreement states upon rental
4 of the property, the manager will receive \$250.00 as compensation for photo and video
5 documentation of the property inside and outside, a 30-day, 90-day, 180-day and annual
6 inspection and a complete application and leasing process.

7 1.15 Upon commencement of the property management agreement Trilliant took
8 photos of 893 Norwood. A review of the exterior photos show manicured lawn and shrubs.
9 Interior photos show 893 Norwood was vacant with no visible signs of damage or excessive
10 wear and tear.

11 1.16 Parker and Collins agreed Collins would be the primary property manager for 893
12 Norwood.

13 1.17 893 Norwood was occupied by tenants on April 25, 2016. LaDue's owner
14 statement dated May 1-20, 2016, shows a \$250.00 disbursement to Trilliant dated May 18,
15 2016, identified as "Management Fee- Lease Fee."

16 1.18 Inspection photos for 893 Norwood were submitted to the Agency dated April 2,
17 2016, August 2, 2017, and May 30, 2018. The photos appear identical, even though tenant
18 ledgers show tenants occupied the property on August, 2, 2017, and on May 30, 2018.

19 1.19 Neither Parker nor Collins could recall if the inspections and photo
20 documentation were performed. Parker explained, the photos taken April 2, 2016, were taken
21 at the onset of the property management agreement and used for marketing purposes. Neither
22 Parker nor Collins could provide supporting documentation such as photos or video of interior
23 and exterior inspections to show this service was provided to the owner, per the term of the
24 property management agreement.

25 **(3) Conclusion of Law:** By failing to follow the property management agreement terms
26 regarding interior/exterior photos, video documentation and inspections that Trilliant received
27 compensation for, Collins violated ORS 696.301(15) (2015 Edition). Additionally, Collins
28 violated ORS 696.890(4)(a),(c), and (f) (2015 Edition).

29 1.20 Property owner Robin Rigoli (Rigoli) signed a property management agreement
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1 with Apex dated October 4, 2015, regarding the management of her property located at 4672
2 Bradford Loop, Salem, OR. The property management agreement is signed and dated by
3 Parker.

4 1.21 Collins occupied 4672 Bradford Loop, effective May 1, 2017, for a monthly rental
5 amount due of \$1,450.00. The rental agreement was signed by Collins under the name “Lisa
6 Anderson” as Lessee (her legal and licensed name at the time) and was signed by Terry
7 Grubaugh (employee of Trilliant) for Lessor. A review of the additional occupants shows four of
8 Collins’ minor children.

9 1.22 The tenant ledger and owner ledger statement for 4672 Bradford Loop shows the
10 tenant of 4672 Bradford Loop as Christine Holmes (Collins’s middle name and family name at
11 birth), effective May 1, 2017. The owner ledger statement did not disclose that the tenant
12 identified as Christine Holmes was her property manager Lisa Anderson.

13 1.23 Dated June 23, 2017, Collins (then named Lisa Anderson) sent an email to
14 Rigoli regarding 4672 Bradford Loop SE. Collins wrote in part, “As it is, the tenant feels
15 extremely harassed. She is requesting permission to move without penalty as soon as she can
16 find another place to live. It would be sometime this summer so that we can re-rent the place.”
17 The email was signed “Lisa Anderson, Property Manager” and is written from the perspective
18 of Collins as the property manager. The entire email portrays the tenant as a separate and
19 different individual from Collins, when in fact they were one and the same person (the tenant
20 “Christine Holmes” was “Lisa Anderson”).

21 1.24 In interview with Collins on December 5, 2018, she admitted she didn’t tell Rigoli
22 that she was the tenant of Rigoli’s property, explaining it looked bad to be a property manager
23 and on housing assistance and didn’t want Trilliant to be judged.

24 **(4) Conclusion of Law:** Collins failed to disclose a material fact to Rigoli by failing to
25 identify herself as tenant “Christine Holmes” as shown on Rigoli’s owner ledger statement and
26 in written communication dated June 23, 2017, in violation of ORS 696.890(4)(b) and (g) (2015
27 Edition). Additionally, Collins violated ORS 696.301(12) and (15) (2015 Edition).

1 1.25 Rigoli's owner ledger statement showed work was performed by H & N
2 Consulting, LLC, which was one of Collins' companies. According to Rigoli's property
3 management agreement, the manager may form an independent company to provide
4 maintenance services for the property, and the owner must be advised in advance in writing of
5 applicable rates and fees. Rigoli was never notified in writing regarding the rates and fees for
6 H& N Consulting, LLC, nor was Rigoli notified regarding Collins' pecuniary interest in H & N
7 Consulting, LLC.

8 **(5) Conclusion of Law:** By failing to notify Rigoli in writing of her pecuniary interest in H &
9 N Consulting, LLC Collins violated ORS 696.890(4)(b) and (g) (2015 Edition).

10 1.26 Records show Collins leased 4672 Bradford Loop, effective May 1, 2017. The
11 rental agreement was signed by Collins under the name "Lisa Anderson" (her legal and
12 licensed name at the time) and showed a monthly rent of \$1,450.00.

13 1.27 According to the tenant ledger, which is identified under the name "Christine
14 Holmes" (another name for Collins), occupancy occurred between May 1 – July 31, 2017.
15 Additionally, text records show occupancy continued through August 1-4, 2017.

16 1.28 According to Rigoli's owner ledger statement dated April 24-May 18, 2017, there
17 was no rental income shown received in May 2017. Rigoli's owner ledger statement dated May
18 19 - June 19, 2017, shows a partial payment of \$690.00 identified as May rent. Records do not
19 show additional payment identified as the remaining May rent due. The tenant ledger for
20 Christine Holmes shows rental income was charged for May 2017, in the amount of \$1,450.00,
21 but there is no rental income shown received during May 1-31, 2017.

22 1.29 Overall, for May 1, 2017 – August 31, 2017, Rigoli's owner ledger statements
23 shows only \$3,333.00 received from "Lisa Anderson" (tenant "Christine Holmes"). Calculations
24 show rent for May, June, July at \$1,450- and 4-days prorated rent of August total is
25 approximately \$4,543.32. According to the tenant ledger for "Christine Holmes" only \$3,600 in
26 rental income was received May 1- August 29, 2017, a benefit of \$943.32 to Anderson. Collins
27 has stated that the housing assistance program paid a portion of her rent and the owner
28 received full rent for the period of Collins's occupancy, but the portion paid by the housing
29 assistance program was not properly entered as rent on the records of Trilliant.

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1 **(6) Conclusion of Law:** By occupying 4672 Bradford Loop effective May 1, 2017, without
2 making a rental payment during the month of May, not making full payment of rent due for
3 the entire rental period May 1- August 4, 2017, and not properly recording the subsidized
4 housing payments to Rigoli as rent on the client ledger of Trilliant, Collins violated ORS
5 696.890(4),(c) and (d) (2015 Edition). Additionally, Collins violated ORS 696.301(12) (2015
6 Edition).

7 1.30 All of the above demonstrates conduct below the standard of care for the practice
8 of professional real estate activity in Oregon. According to ORS 696.301(12) and (15), the
9 Agency may discipline a licensee if the licensee has (12) Demonstrated incompetence or
10 untrustworthiness in performing any act for which the real estate licensee is required to hold a
11 license; and (15) Engaged in any conduct that is below the standard of care for the practice of
12 professional real estate activity in Oregon as established by the community of individuals
13 engaged in the practice of professional real estate activity in Oregon. Collins and the Agency
14 stipulate that the foregoing allegations, if proven, include facts that would constitute violations
15 of Oregon laws and regulations applicable to real estate licensees, and that those violations, if
16 proven, would be grounds for discipline pursuant to the statutes and rules cited above. For
17 purposes of resolution of the complaints pending against her only, Collins agrees to the
18 imposition of a reprimand of Collins' Principal Broker License under ORS 696.301(12) and (15)
19 (2015 Edition and 2017 Edition).

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21 2.

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

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

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STIPULATION AND WAIVER

I, Lisa Collins, have read and reviewed this Stipulated Final Order and its Findings of Fact and Conclusions of Law. I understand that the Findings of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights 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. I also understand that any Hearing would be 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. By signing this Stipulated Final Order, 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, which I have also read and understand, may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I further 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.

In addition to all of the above, I agree that once the Commissioner executes this Stipulated Final Order, I will accept service of the Stipulated 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 Lisa Collins' principal broker license be, and hereby is reprimanded.

IT IS HEREBY ORDERED that Collins will be subject to a Client Trust Account Reconciliation in 2024 to be conducted in accordance with OAR 863-025-0090.

IT IS HEREBY ORDERED that Collins will be subject to a Compliance Review in 2025 to be conducted in accordance with OAR 863-025-0080.

IT IS FURTHER ORDERED that Collins complete the 27-hour Property Manager Advanced Practices Course, (detailed in OAR 863-022-0022, 1-1-21 Edition) within 120 days from when the Commissioner signs this order. Previously completed 27-hour Property Manager Advanced Practices Courses do not qualify. Collins must submit a certificate to the Agency showing completion of the 27-hour Property Manager Advanced Practices Course. This certificate must be submitted to the Agency no later than 10 days after the education has been completed. Failure to complete the required education and to submit the certificate of completion would be a violation of ORS 696.301(13) (2021 Edition).

IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:

Lisa Collins

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LISA COLLINS

Date 12/19/2023 | 5:52 PM PST

DocuSigned by:

Steve Strode

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STEVEN STRODE

Real Estate Commissioner

Date 12/20/2023 | 9:18 AM PST

Date of Service: 12/20/2023

