

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of
ANGELA MARRIE ROWLAND) STIPULATED FINAL ORDER

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

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

First Findings of Fact:

1.1 Rowland is licensed as a broker with the Agency. Her license was initially associated with KW Capital City on September 27, 2016. On March 28, 2018, Rowland’s license became disassociated with KW Capital City, and then on March 28, 2019, her license was reassociated with KW Capital City. On March 11, 2020, Rowland’s license was disassociated from KW Capital City. Rowland’s license later was associated with a different registered business name and on March 4, 2022, her license was disassociated from it and Rowland’s license became inactive. On September 1, 2022, Rowland’s license expired and currently remains expired.

1.2 On January 10, 2022, the Agency received a complaint from Jennifer Woodward (Woodward) against Rowland and an investigation was opened.

1.3 Rowland represented Woodward in a transaction to purchase property located at 521 Inverness Dr, Salem OR 97306 (subject property) in March 2019. Dan Enos (Enos) was the seller’s broker in the transaction. The transaction went under contract on March 28, 2019.

1.4 On March 28, 2019, Enos emailed Rowland. The email appears to show that Enos submitted the seller’s property disclosures to Rowland along with the signed sale agreement. The

1 same email thread showed Enos sent Rowland an email on April 8, 2019, to follow up with her, as
2 he had not received the signed seller's property disclosures from her.

3 1.5 On April 9, 2019, Rowland emailed Enos stating Woodward had asked for
4 clarification on four questions that arose from the seller's property disclosures. Enos responded
5 later that day, with what he thought might have happened. Rowland then emailed Enos requesting
6 that the sellers correct their answers and resend the property disclosures.

7 1.6 Enos emailed Rowland, later that evening, stating the sellers did not need to make
8 corrections if they didn't want to, as the five-business day period applied.

9 1.7 Per the Seller's Property Disclosure, Lines 32-34 states in part:

10 "Buyer has five business days from the seller's delivery of this seller's disclosure statement
11 to revoke buyer's offer by delivering buyer's separate signed written statement of revocation
12 to the seller disapproving the seller's disclosure statement, unless buyer waives this right at
13 or prior to entering into a sale agreement."

14 1.8 Based on a delivery date to Rowland of March 28, 2019, for the Seller's Property
15 Disclosure Statement, the written statement of revocation would have been due to the sellers on
16 April 4, 2019.

17 1.9 According to Woodward, she received the seller's property disclosures during the
18 inspection period. A review of the sale agreement showed the inspection period was five business
19 days. The inspection period for the subject property transaction would have been between March
20 28, 2019, and April 4, 2019.

21 1.10 On April 12, 2019, Woodward signed a Termination Agreement.

22 1.11 Woodward could not recall when she instructed Rowland to submit a written
23 statement of revocation disapproving the seller's disclosure statement.

24 1.12 Dated June 19, 2019, in a promissory note in which Rowland agreed to compensate
25 Woodward, Rowland stated in part the following, "Due to my failure of sending Sellers [sic] agent
26 an unconditional disapproval before the inspection period ended and sending termination. I will pay
27 Jennifer out of escrow from our next pending future transaction that I represent her as a realtor."

28 **(1) Conclusion of Law:** By failing to draft a termination agreement for the buyer within the
29 time frame specified in the Seller's Property Disclosure Statement and/or by failing to inform
30 Woodward of the specific time frame to terminate the transaction as specified in the Seller's

1 Property Disclosure Statement Rowland violated ORS 696.301(3) as it incorporates ORS
2 696.810(2)(b) and ORS 696.810(3)(a) (2019 Edition).

3 1.13 On April 3, 2019, the inspection occurred. That same day Addendum A was signed
4 by Woodward requesting to extend the inspection period to April 9, 2019. The addendum was
5 signed by the sellers on April 6, 2019.

6 1.14 On April 9, 2019, the Buyer's Repair Addendum was signed by Woodward. The
7 sellers declined to perform the repairs and signed the addendum the same day.

8 1.15 On April 9, 2019, Addendum B was signed by Woodward at 4:48pm. In the
9 addendum, Woodward requested to extend the inspection period to April 10, 2019. The sellers
10 declined to extend the inspection period and signed the addendum on April 10, 2019.

11 1.16 In Enos' email he stated Addendum B was not delivered until 4:50PM on April 9,
12 2019, which did not allow enough time to respond and referenced lines 189-192 of the sales
13 agreement.

14 1.17 According to the sales contract, Line 189 states in part:

15 " If Buyer fails to provide Seller with written unconditional disapproval of any inspection
16 report(s) by 5:00P.M. of the final day of the Inspection Period, Buyer shall be deemed to
17 have accepted the condition of the Property. Note that if, prior to the expiration of the
18 Inspection Period, written agreement is reached with Seller regarding Buyer's requested
19 repairs, the Inspection Period shall automatically terminate, unless the parties agree
20 otherwise in writing."

21 1.18 Rowland did not provide a written unconditional disapproval of the inspection report
22 to Enos by the end of the extended inspection date of April 9, 2019.

23 **(2) Conclusion of Law:** Rowland failed to draft a written unconditional disapproval of the
24 inspection report and deliver to the seller's agent within the time frame specified in the Purchase
25 and Sale Agreement in violation of ORS 696.301(3) as it incorporates ORS 696.810(2)(b) and
26 ORS 696.810(3)(a) (2019 Edition).

27 1.19 John Ford was the principal broker in charge at Keller Williams Capital City during
28 this transaction. Ford stated he did not receive any paperwork from Rowland relating to this
29 transaction.

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1 **(3) Conclusion of Law:** By not submitting any transaction documents relating to the subject
2 property to her principal broker, Rowland violated ORS 696.301(3) as it incorporates OAR 863-
3 015-0250(2) (1-1-2019 Edition).

4 1.20 On April 12, 2019, Woodward signed a Termination Agreement. The Termination
5 Agreement instructed the escrow agent to disburse the \$5,000 earnest money to the buyer. The
6 sellers did not sign it.

7 1.21 On April 12, 2019, the sellers signed a counter Termination Agreement instructing
8 the escrow agent to disburse the \$5,000 earnest money to the sellers. Woodward did not sign it.

9 1.22 On June 5, 2019, the sellers signed a Termination Agreement instructing the escrow
10 agent to disburse the earnest money evenly, with \$2,500.00 going to the sellers and \$2,500.00 to
11 the buyer. Woodward signed the agreement on June 19, 2019.

12 1.23 On June 19, 2019, Rowland signed a promissory note in which she promised to pay
13 Woodward \$2,500.00 in compensation for the loss of Woodward's earnest money. In her interview
14 with Agency Financial Investigator/Auditor Cidia Nañez (Nañez) on April 22, 2022, Woodward
15 stated she was still trying to collect the \$2,500.00 Rowland promised to pay her.

16 1.24 In her complaint, Woodward stated that Rowland promised to pay her \$2,500.00 if
17 Woodward would release the \$2,500.00 to the sellers.

18 1.25 On August 7, 2020, through the Circuit Court of Marion County- Small Claims
19 Department, a judgment was awarded to Woodward against Rowland for a total of \$2,837.00
20 (which consisted of a \$2,500 money award, \$225 prejudgment interest and \$112.00 costs and
21 service expense). Rowland failed to report the adverse judgment to the Agency as required.

22 **(4) Conclusion of Law:** By failing to report the adverse judgment to the Agency, Rowland
23 violated ORS 696.301(3) as it incorporates OAR 863-015-0175(1)(b) (1-1-2019 Edition).

24 1.26 Agency records received April 27, 2023, show Rowland ultimately submitted
25 payment to Woodward in the amount of \$2,837.00 with cashier's check #1110743486 dated
26 September 30, 2022.

27 1.27 All of the above demonstrates conduct below the standard of care for the practice of
28 professional real estate activity in Oregon and incompetence or untrustworthiness in performing
29 acts for which Rowland is required to hold a license.

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1 **(5) Conclusion of Law:** Based on the foregoing, Licensee is subject to discipline under ORS
2 696.301(12) and (15) (2019 Edition).

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4 2.

4 2.1 The forgoing violations are grounds for discipline pursuant to ORS 696.301.

5 2.2 The Agency reserves the right to investigate and pursue additional complaints that
6 may be received in the future regarding the licensee.

7 2.3 In establishing the violations alleged above, the Agency may rely on one or more of
8 the definitions contained in ORS 696.010.

9 3.

10 STIPULATION AND WAIVER

11 I, Angela Rowland, have read and reviewed this Stipulated Final Order and its Findings
12 of Fact, Statements of Law and Conclusions of Law. I understand that the Findings of Fact,
13 Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and
14 complete agreement and stipulation between the Agency and me. I further understand that if I
15 do not agree with this stipulation, I have the right to request a Hearing on this matter and to be
16 represented by legal counsel at such a Hearing. I also understand that any Hearing would be
17 conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance
18 with the Rules of Practice and Procedure adopted by the Attorney General of the State of
19 Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a
20 Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
21 matter.

22 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
23 understand that the Order which follows hereafter, which I have also read and understand,
24 may be completed and signed by the Real Estate Commissioner or may be rejected by the
25 Real Estate Commissioner. I further understand that, in accordance with the provisions of
26 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
27 Journal.

28 In addition to all of the above, I agree that once the Commissioner executes this
29 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
30 waive the right to challenge the validity of service.

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ORDER

IT IS HEREBY ORDERED that Angela Rowland’s license be, and hereby is reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:

DocuSigned by:

Angela Marrie Rowland

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DocuSigned by:

Anna Higley

7D00FC6078644DF...



ANGELA MARRIE ROWLAND

Anna Higley, Deputy Commissioner on
Behalf of Steven Strode Real Estate
Commissioner

5/4/2023 | 5:45 PM EDT
Date _____

5/4/2023 | 2:46 PM PDT
Date _____

05/04/2023
Date of Service: _____