

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
ANGELA R. BRUMANA) STIPULATED FINAL ORDER

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

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Brumana was licensed as a property manager acting in the capacity of a sole practitioner and doing business under the registered business name of Allcities Property Management, LLC. (Allcities).

1.2 On December 20, 2022, the Agency received a complaint from Michelle Davidson (Davidson) against Brumana. The Agency opened an investigation.

1.3 Davidson, a property owner, stated in the complaint that there were inconsistencies with payment entries in two of the tenant’s ledgers that were discovered when she transitioned to a new company to manage her properties.

1.4 On April 18, 2023, Agency Investigator Cidia Nañez (Nañez) emailed Brumana asking for a response to the allegation that Allcities overcharged the tenant at 3012 Alameda Street (Alameda) by \$1,468.00.

1.5 In response to the complaint, Brumana wrote that “Rent on the unit was \$1500 His rent was \$1000, and his girlfriend paid the remaining \$500 per her co-signer agreement. Housing Authority paid \$86 [sic], tenant paid \$133, and his co-signer paid the \$500. The tenant was no [sic] overcharged by \$1468.”

1 1.6 Nañez interviewed new property manager Toni Thompson (Thompson) on May
2 9, 2023. Thompson said that the tenant told her he had been paying \$500.00 per month, and
3 always paid his rent by money order.

4 1.7 Nañez requested that Brumana provide documentation that showed who the
5 payments came from, along with copies of the checks or money orders Brumana received from
6 the tenant and co-signer for rent payments posted to the tenant's ledger.

7 1.8 In response, Brumana wrote that she did not keep copies of checks or
8 payments.

9 **(1) Conclusion of Law:** By failing to keep copies of checks or money orders received from
10 tenants for payment of rent, Brumana violated ORS 696.301(3) as it incorporates ORS
11 ORS696.280(4)(d) (2021 Edition). For this same act, Brumana also violated ORS 696.301(3)
12 and its implementing rule OAR 863-025-0035(1)(k) (1/1/2023 Edition).

13 1.9 The Housing Assistance Payments (HAP) contract for the Alameda tenant was
14 approved based on the contract rent amount of \$1,000.00 per month. The agreement stated
15 the Housing Authority of Jackson County (HAJC) would pay \$867.00 per month and the tenant
16 would pay \$133.00 per month.

17 1.10 A review of the tenant ledger showed payment entries from June 13, 2022,
18 through October 18, 2022. The tenant ledger did not contain any payment entries from the
19 tenant for \$133.00.

20 1.11 As part of the complaint, two lease agreements for the Alameda tenant were
21 provided. A review of one of the lease agreements shows the monthly rent amount of
22 \$1,000.00 and the second lease agreement shows the monthly rent amount of \$1,500.00.

23 1.12 In response to the Agency regarding the payments, Brumana wrote, "*The tenant*
24 *had a cosigner for this unit. His portion of the rent per JCHA was \$1000 that is what the tenant*
25 *paid. The owner wanted \$1500 for this unit and since the tenant could only get \$1000 he got a*
26 *co-signer who was paying the difference of his rent this person was his girlfriend who resided*
27 *at 307 Hamilton in Medford. She was making the \$500 difference in payments for this rental.*"

28 1.13 On April 27, 2023, Nañez interviewed Brumana. Brumana said she knew they
29 were not supposed to have tenants pay more than their limit, but the tenant's case manager
30 told her she could. Brumana said she should have gotten that in writing.

1 **(2) Conclusion of Law:** By not disclosing two different rental agreements and by allowing
2 a tenant to rent a property that was \$500.00 more per month than the \$1,000.00 limit that had
3 been approved by HAJC, Brumana violated ORS 696.301(3) as it incorporates ORS
4 696.890(4)(a)(b)(c)(e) (2021 Edition). Brumana also violated ORS 696.301(3) and its
5 implementing rule OAR 863-025-0045(1)(c) (1/1/2022 Edition).

6 1.14 A review of HAJC's payment log, showed check number 104949, in the amount
7 of \$1,676.20, dated July 1, 2022. The check was tied to two payments for the Alameda tenant,
8 \$809.20 for the prorated June 2022 rent, and \$867.00 for July 2022 rent.

9 1.15 A review of the tenant's ledger shows two payment entries on July 5, 2022,
10 referencing check 104949. The first payment entry is \$867.00, and the other is \$193.00. The
11 total amount applied was \$1,060.00.

12 1.16 There was a discrepancy of \$616.20, between the HAJC payment log and the
13 tenant's ledger.

14 1.17 A review of the July 2022 Deposit Register CTA-7300 shows that Brumana did
15 not apply funds of \$616.20 from HAJC check 104949 toward the tenant's rent.

16 **(3) Conclusion of Law:** By failing to apply \$616.20, received from HAJC, for the Alameda
17 tenant's June 2022 prorated rent, to his tenant ledger, Brumana violated ORS 696.301(3) as it
18 incorporates ORS 696.890(4)(a)(d)(e)(f) (2021 Edition).

19 **(4) Conclusion of Law:** By not posting \$616.20 to the tenant's ledger, Brumana violated
20 ORS 696.301(3) and its implementing rule OAR 836-025-0035(3)(b) (1/1/2022 Edition).

21 1.18 A review of HAJC's payment log showed check number 105692 dated
22 September 1, 2022, in the amount of \$867.00.

23 1.19 A review of the tenant ledger shows two payments for September 2022, with
24 reference number 105692. One payment is recorded in the amount \$867.00, and the second in
25 the amount of \$241.35.

26 1.20 A review of receipts provided to the Agency by Brumana on May 4, 2023, shows
27 that on September 7, 2022, the tenant's cosigner made a payment for rent in the amount of
28 \$241.35.

29 1.21 The receipt provided by Brumana does not reconcile with the payment allocated
30 from the HAJC check 105692.

1 **(5) Conclusion of Law:** By recording in the deposit register a rent payment for the benefit
2 of the tenant from HAJC check 105692, which was contrary to the receipt provided to the
3 Agency, Brumana violated ORS 696.301(3) as it incorporates ORS 696.890(4)(a)(d)(e)(f)
4 (2021 Edition). Brumana also violated ORS 696.301(3) and its implementing rule OAR 836-
5 025-0035(3)(b) (1/1/2022 Edition).

6 1.22 The tenant rental agreement for a property located at 1519 Westin Heights
7 (Westin Heights) was \$1,575.00 per month.

8 1.23 In response to the complaint that the owner was receiving \$1,600.00 per month
9 for Westin Heights, Brumana wrote that the owner wanted \$1,600.00 per month for the
10 property, but was only going to get \$1,575.00, so Brumana paid the difference of \$25.00.

11 **(6) Conclusion of Law:** By providing a rental agreement with the tenants of Westin
12 Heights that showed a monthly rent of \$1,575.00, which was contrary to the rental income of
13 \$1,600.00 per month that was paid to the property owner, Brumana violated ORS 696.301(3)
14 as it incorporates ORS 696.890(4)(a)(b)(c) (2021 Edition).

15 1.24 A review of the 2022 check register for CTA 7300 (CTA #7300), provided to the
16 Agency on April 19, 2023, showed some disbursements were missing the purpose of the
17 disbursement.

18 1.25 In the same review, some receipts of funds lack the purpose of the funds, as well
19 as the identity of the person who tendered the funds.

20 **(7) Conclusion of Law:** By failing to record the purpose of disbursements in the check
21 register for CTA #7300, along with failing to identify the person who tendered the funds,
22 Brumana violated ORS 696.301(3) and its implementing rule OAR 863-025-
23 0040(2)(a)(C)(b)(D) (1/1/2022 Edition).

24 1.26 The check register for CTA #7300 shows check #29363, dated February 1, 2022,
25 in the amount of \$42,700.00 paid to 'BCTHA.' The purpose of the disbursement indicates
26 "interiors for rebuild."

27 1.27 In response to the Agency, Brumana explained that BCTHA stood for Bear Creek
28 Townhouse Homeowner's Association, Inc. Brumana stated that amounts of \$12,500.00 and
29 \$30,000.00, were payments for two properties for common area reconstruction after the
30 Alameda Fire destroyed most of the subdivision.

1 1.28 Brumana did not provide the Agency an owner ledger for BCTHA with a
2 beginning and ending balance that would show sufficient funds available for disbursement of
3 funds.

4 **(8) Conclusion of Law:** By making deposits from an HOA for insurance payouts into CTA
5 #7300, Brumana violated ORS 696.301(3) and its implementing rule OAR 863-025-
6 0025(5)(a)(b) (1/1/2023 Edition).

7 **(9) Conclusion of Law:** By failing to provide an owner's ledger as requested by the
8 Agency, Brumana violated ORS 696.301(3) and its implementing rule OAR 863-025-
9 0035(2)(a) (1/1/2023 Edition).

10 1.29 A review of the 2022 Disbursement Detail for CTA #7300 showed that property
11 owners managed by Allcities had been charged for "ground maintenance" from a vendor called
12 As Green As It Gets.

13 1.30 The Oregon Secretary of State, Corporation Division, shows Brumana as a
14 registered agent and manager of As Green As It Gets. The business name was registered on
15 November 9, 2022.

16 1.31 The PMA for Alameda does not show that Allcities disclosed As Green As It Gets
17 as a vendor to provide maintenance.

18 **(10) Conclusion of Law:** By not disclosing her business interest in the vendor As Green As
19 It Gets, for the Alameda property, Brumana violated ORS 696.301(3) as it incorporates ORS
20 696.890(4)(a)(c)(g) (2021 Edition). Brumana also violated ORS 696.301(3) and its
21 implementing rule OAR 863-025-0020(2)(j) (1/1/2022 Edition).

22 1.32 Nañez interviewed Davidson on April 26, 2023. Davidson stated that after a
23 tenant left a unit damaged, Brumana told her for two years that she had filed paperwork with
24 HUD, when she had not.

25 1.33 Davidson provided the Agency email communication between herself and
26 Brumana. In an email dated December 21, 2021, Brumana states "*I am willing to just pay you
27 this money for the miscommunication and the lack of follow through on my part for this tenant.*"

28 1.34 Davidson provided emails to the Agency with Brumana regarding service
29 charges that she was receiving from the City of Medford for bills paid late.
30

1 with the Rules of Practice and Procedure adopted by the Attorney General of the State of
2 Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a
3 Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this
4 matter.

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

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

14
15 ORDER

16 IT IS HEREBY ORDERED that Angela Brumana's property manager license be, and
17 hereby is reprimanded.

18
19
20 IT IS SO STIPULATED:

IT IS SO ORDERED:



21
22 DocuSigned by:

23 *Angela Brumana*

24 356638D41FF0438...

ANGELA R. BRUMANA

DocuSigned by:

25 *Steve Strode*

26 E2C2D0097AD8471...

STEVEN STRODE

Real Estate Commissioner

27 Date 1/17/2024 | 9:16 AM PST

Date 1/17/2024 | 10:09 AM PST

28 Date of Service: 1/17/2024