

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of)
BRYAN CHRISTOPHER COE) STIPULATED FINAL ORDER

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

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Coe was licensed as a property manager acting in the capacity of a sole practitioner and doing business under the registered business name of All Seasons Property Management.

1.2 On July 8, 2023, the Agency received a complaint from John and Tina Hanson (J. Hanson and T. Hanson) against Coe. The Agency opened an investigation.

1.3 Coe managed a property for J. Hanson and T. Hanson in Klamath Falls, Oregon.

1.4 In September 2020, T. Hanson was notified there had been a fire at the property, causing extensive damage.

1.5 In T. Hanson’s complaint to the Agency, she wrote “Bryan sent fire damage pictures September 21, 2020. We filed a claim with our insurance company and Bryan arranged for contractors to bid on the work and have repairs made.”

1.6 On July 11, 2023, in his response to the complaint, Coe wrote “I received a phone call from Mr. Hanson informing me that they had settled with the insurance company and would be receiving a lump sum payment from them for the damage. He let me know they would be relying on me to handle things from there.”

1 1.7 In an interview with Agency Investigator John Moore (Moore) on December 5,
2 2023, Coe said he explained to J. Hanson about the lack of contractors and skilled labor in the
3 area. Coe said he told J. Hanson he would make some calls. Coe told Moore he called various
4 contractors for a better part of a month and was told they would not be available until Spring,
5 or they were not interested in taking on the job.

6 1.8 During his interview, Coe told Moore that the contractor he hired, Jimmie Beattie
7 (Beattie) was referred to him by the tenant living at the Property. Coe said Beattie seemed to
8 have the right experience and lived in the area.

9 1.9 Coe told Moore he did not check to see if Beattie was licensed and had
10 insurance and a bond. In a March 6, 2023, email from Coe to T. Hanson, Coe admits he did
11 not ask for Beattie's CCB License, insurance, or bond information.

12 1.10 A review of the Oregon Contractors Construction Board (CCB) website found
13 Beattie/Jimmie Beattie Construction was not and had not been registered with the CCB. A
14 review of the Oregon Secretary of State (SOS) business registry did not find Jimmie Beattie
15 Construction registered.

16 **(1) Conclusion of Law:** By failing to confirm that the contractor was licensed, bonded, and
17 insured, before hiring them to complete repairs on the Hanson's property, Coe violated ORS
18 696.301(3) as it incorporates ORS 696.890(4)(a)(c)(f) (2019, and 2021 Edition).

19 1.11 On November 30, 2023, Moore interviewed T. Hanson. T. Hanson said in one of
20 the emails Coe sent detailing the work to be done in the bedroom, it mentioned closing up one
21 opening and installing a door in the other opening. T. Hanson said they asked Coe why the
22 door was being installed. They told Coe they did not want the door.

23 1.12 T. Hanson said Coe told her the contractor said it would be cheaper to install the
24 door.

25 1.13 In his interview with Moore, Coe said he thinks the tenant wanted a door and told
26 Beattie to put a door in the bedroom. Coe said he was not sure if he had a conversation with
27 Beattie about taking out the door.

28 1.14 In a January 21, 2021, email Coe sent to T. Hanson showing the progress of the
29 repair work, one of the photos clearly shows a door installed.

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1 **(2) Conclusion of Law:** By allowing the contractor to make structural changes to the
2 Hanson's property, against the owner's wishes, Coe violated ORS 696.301(3) as it
3 incorporates ORS 696.890(4)(a)(c)(f) (2021 Edition).

4 1.15 In her interview with Moore on November 30, 2023, T. Hanson said they asked
5 Coe to get pictures of the repair work and Coe told them he would send a lot of pictures of the
6 progress of the work.

7 1.16 A review of emails exchanged between Coe and T. Hanson from January 2021
8 to October 2021, T. Hanson asks several times for updates on the progress of the repair work.
9 In the emails exchanged between T. Hanson and Coe, a January 21, 2021, email was the only
10 email found to contain photos showing the work done.

11 **(3) Conclusion of Law:** By not updating the property owners on the progress of the repair
12 work done on their property, Coe violated ORS 696.301(3) as it incorporates ORS
13 696.890(4)(a)(b)(c) (2021 and 2023 Editions).

14 1.17 In a June 3, 2022, email from T. Hanson to Coe, T. Hanson informs him that they
15 would like to move forward with previously discussed renovations. She asked Coe to inform
16 the tenant they need to vacate in 90 days.

17 1.18 In a June 6, 2022, email from Coe to T. Hanson, Coe confirms that the 90-day
18 notice was sent, and the tenant must vacate by September 10, 2022.

19 1.19 In September 2022, T. Hanson contacted Coe to get an update, and was told by
20 Coe that the tenant was still at the property as they could not find another place to live. T.
21 Hanson said they told Coe to start the eviction process and he responded that he would get
22 started as soon as possible and gave them a timeline of the process.

23 1.20 In her interview with Moore, T. Hanson said they received an email from Coe in
24 October 2022, telling them it looked like they were going to avoid a lengthy eviction process,
25 as the tenant had informed him the house was almost empty.

26 1.21 T. Hanson said they did not find an eviction notice had been filed by Coe and
27 there were no charges for an eviction on their owner statement. T. Hanson said Coe never told
28 them he did not go through with the eviction.

29 1.22 T. Hanson said Coe got possession of the home in early November 2022.
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1 1.23 In his interview, Coe told Moore that he never filed the eviction notice and was
2 trying to work with the tenant to get them and their things out of the house. Coe said the tenant
3 kept telling him that they would be homeless.

4 **(4) Conclusion of Law:** By failing to submit a notice of eviction for the tenant living at the
5 Hanson's property, as directed by the property owners, and allowing the tenant to remain living
6 at the property, Coe violated ORS 696.301(3) as it incorporates ORS 696.890(4)(a)(c)(f) (2021
7 Edition).

8 1.24 In the complaint to the Agency, T. Hanson wrote that the renovations that had
9 been taking place due to a tenant-caused fire had not been fully completed, and Coe had paid
10 for the repairs in full. T. Hanson included that Coe never told them the repairs weren't finished.

11 1.25 In Coe's response to the complaint on July 11, 2023, he stated "Mr. Beattie had
12 completed 95% of all repairs...and all that was left was some paint, flooring, and trim. Mr.
13 Beattie had not given me any indications at that time that he wouldn't complete the work...so I
14 paid him the remainder of his bid."

15 1.26 In her interview with Moore, T. Hanson stated they contacted a realtor to go out
16 to the property to tell them what they might be able to sell it for. The realtor sent pictures of the
17 outside of the property, and all the junk and garbage that was left outside. The realtor told T.
18 Hanson that with the mess, they could not sell the property.

19 1.27 T. Hanson told Moore that they drove up to the house and hauled off over 40
20 yards of trash. There was also a car, trailer, and RV that had been left on the property.

21 1.28 A review of the Property Management Agreement (PMA) was done by Moore. An
22 addendum to the PMA states duties includes a quarterly inspection of the managed property.

23 1.29 Coe told Moore he was doing quarterly inspections. Coe said the tenant took
24 what was left in the house and threw it outside.

25 1.30 In a March 1, 2023, email from Coe to T. Hanson, Coe states "To say that I'm
26 sorry doesn't over the range of things I want to convey about the condition of the property
27 when you got there."

28 **(5) Conclusion of Law:** By releasing owner funds to pay for property renovations that were
29 not completed and failing to perform quarterly inspections as stated in the Addendum to the
30

1 PMA, Coe violated ORS 696.301(3) as it incorporates ORS 696.890(4)(a)(b)(c)(d)(e) (2021
2 Edition).

3 1.31 In the complaint to the Agency, T. Hanson wrote "On the 2022 final statement
4 there was \$200.00 (10/20/2022, ck#18941) that came from a "clearing account" and was then
5 paid out to the tenant, under "Janitorial Expense - Dump Fees". We were not made aware of
6 this payment until Jan 2023 when we saw it on the final 2022 statement- we received no
7 explanation or receipts for this money at the time it went out."

8 1.32 During his interview with Moore, Coe said he tried several times to get the tenant
9 to take the things they had left at the property to the dump. The tenant told Coe they had no
10 money to pay the dump fees, so Coe gave them \$200.00 of the security deposit to use for
11 dump fees.

12 **(6) Conclusion of Law:** By paying the tenant \$200.00 of the security deposit to vacate the
13 property without approval or providing the property owners an explanation or receipt for the
14 money, Coe violated ORS 696.301(3) as it incorporates ORS 696.890(4)(a)(e) (2021 Edition).

15 1.33 In Coe's response to the complaint, he stated, "I received a phone call from Mr.
16 Hanson informing me that they had settled with the insurance company and would be receiving
17 a lump sum payment from them for the damage. He let me know that they would be relying on
18 me to handle things from there. This is the moment that I should've pushed back and said that
19 I could not assist any further, because my experience with local contractors in my area who
20 handle this type of work is limited and has been unsatisfactory. I should've told Mr. Hanson
21 that this was beyond my expertise and let him know he should contact a qualified contractor."

22 **(7) Conclusion of Law:** By failing to advise the property owners that his experience with
23 local contractors was limited, and they should contact a qualified contractor, Coe violated ORS
24 696.301(3) as it incorporates ORS 696.890(4)(c)(h) (2021 and 2023 Editions).

25 1.34 All of the above demonstrates incompetence or untrustworthiness in performing
26 acts for which the real estate licensee is required to hold a license.

27 **(8) Conclusion of Law:** Based on the foregoing, Licensee is subject to discipline under
28 ORS 696.301(12) 2021 Edition)

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ORDER

IT IS HEREBY ORDERED that Bryan Coe’s property manager license be, and hereby is reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:



DocuSigned by:
Bryan Coe
FF99025AF0074AA...
BRYAN COE

DocuSigned by:
Steve Strode
E2C2D0097AD8471...
STEVEN STRODE

Date 3/20/2024 | 3:04 PM PDT

Date 3/21/2024 | 9:22 AM PDT

Date of Service: 3/21/2024