

REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of  
JAMIE L BATTE  
STIPULATED FINAL ORDER

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

FINDINGS OF FACT  
AND  
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Batte was licensed as a principal broker with Truhome Inc (Truhome).

1.2 On January 19, 2024, Truhome was notified that clients' trust account ending in 5135 (CTA #5135), which holds owner funds, had been selected for reconciliation review. Reconciliation documents were provided to the Agency. An investigation was opened due to the outstanding issues found in the review.

1.3 During the reconciliation review, Batte admitted that they were not reconciling the clients' trust account monthly.

**(1) Conclusion of Law:** By failing to reconcile the clients' trust accounts monthly, Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-0028(2) 1/1/2024 Edition.

**(2) Conclusion of Law:** Batte failed to maintain complete and adequate records of property management activity, a violation of ORS 696.301(3) and its implementing rule OAR 863-025-0035(1)(b)(j) 1/1/2024 Edition.

1 1.4 A review of the records submitted showed items identified as “refund” and  
2 “refund deposit.” A review of the Agency’s online licensing database showed there was not a  
3 clients’ trust account – security deposit account registered with the Agency.

4 1.5 Agency Investigator Dylan Ray (Ray) asked Batte if he had a security deposit  
5 account. In response, Batte wrote that he only had one clients’ trust account and explained  
6 that he was unaware he needed another.

7 **(3) Conclusion of Law:** By failing to open and maintain a clients’ trust account-security  
8 deposit account as required, Batte violated ORS 696.301(3) and its implementing rule OAR  
9 863-025-0025(6)(7) 1/1/2024 Edition.

10 1.6 Batte provided Ray with clients’ trust account reconciliation records for February,  
11 March, and April 2024. Batte did not provide a receipts and disbursements journal or  
12 supporting documentation to support Part II of the Trust Account Reconciliation document for  
13 the April 2024 reconciliation.

14 1.7 Ray followed up with Batte and requested he identify who, of the ten owners  
15 identified on the February 2024 owners’ ledger, he held security deposits for. In addition, Ray  
16 requested Batte provide the property management agreements for three of those owners.

17 1.8 Batte provided Ray with three property management agreements, but none of the  
18 owners were listed on the February or March 2024 owners’ ledgers.

19 **(4) Conclusion of Law:** By failing to maintain owner ledgers for each property  
20 management agreement, Batte violated ORS 696.301(3) and its implementing rule OAR 863-  
21 025-0035(1)(c) 1/1/2024 Edition.

22 **(5) Conclusion of Law:** By failing to maintain at least one separate owner’s ledger for  
23 each property management agreement, for all funds received and disbursed, Batte violated  
24 ORS 696.301(3) and its implementing rule OAR 863-025-0055(1) 1/1/2024 Edition.

25 1.9 A review of the property management agreements provided showed one was  
26 unsigned, and undated, but had an effective date of October 1, 2024.

27 1.10 Another property management agreement was signed and dated by the owners  
28 on May 16, 2024, and by Batte on July 10, 2024. The effective date was May 16, 2024.  
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1 **(6) Conclusion of Law:** By failing to sign and date a property management agreement,  
2 Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-0020(2)(L)(m)  
3 1/1/2024 Edition.

4 1.11 Further review of the property management agreements showed no section that  
5 identified what was to be done with security deposits received by tenants.

6 1.12 In an email to Ray, Batte wrote that they hold security deposits for all owners.  
7 Batte also confirmed in that email that as of November 15, 2024, he had not yet opened a  
8 clients' trust account – security deposit account.

9 **(7) Conclusion of Law:** By maintaining security deposits in a clients' trust account, Batte  
10 violated ORS 696.301(3) and its implementing rule OAR 863-025-0025(5)(a)(b) 1/1/2024  
11 Edition.

12 1.13 A review of the February 2024 reconciliation records for CTA #5135 showed Part  
13 I to have a balance of \$37,301.29, with no outstanding deposits or checks. Parts II and III had  
14 a balance of \$37,805.02, and Part IV had a difference of -\$503.73 with an explanation of  
15 "Please see proceeding audit."

16 1.14 The February 2024 Trust Account Reconciliation document was not signed or  
17 dated by Batte.

18 1.15 A review of the March 2024 reconciliation records for CTA #5135 showed Part I  
19 to have a balance of \$32,476.57, with no outstanding deposits or checks. Parts II and III had a  
20 balance of \$24,876.79, and Part IV had a difference of \$7,542.78 with an explanation of  
21 "Numerous checks deposited in the bank account and registered as a payment but deposit not  
22 recorded in system until next month."

23 1.16 The March 2024 Trust Account Reconciliation document was not signed or dated  
24 by Batte.

25 **(8) Conclusion of Law:** By failing to sign and date the Trust Account Reconciliation  
26 document, attesting to its completeness and accuracy, Batte violated ORS 696.301(3) and its  
27 implementing rule OAR 863-025-0028(2)(a)(A)(B)(C)(b)(d)(B) 1/1/2024 Edition.

28 1.17 A review of the February 2024 bank statement identifies the account as "Property  
29 Management."  
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1 **(9) Conclusion of Law:** By failing to use the correct labeling of a clients' trust account,  
2 Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-0025(1)(a) 1/1/2024  
3 Edition.

4 1.18 The February 2024 bank statement showed 11 point-of-sale withdrawals. None  
5 of the point-of-sale withdrawals corresponded with any property ledger or disbursement.

6 1.19 Many of the deposits on the bank statement did not match or were unaccounted  
7 for on the corresponding receipts and disbursements journal.

8 1.20 The March 2024 bank statement showed five point-of-sale withdrawals.

9 1.21 In an interview with Batte and employee Allison Davidson (A. Davidson), Batte  
10 explained that some of the point-of-sale withdrawals were for keys, marketing supplies, and  
11 repairs. Batte explained that he does not account for these charges within his accounting  
12 software, but he adds up all the charges and deducts the amount from the property  
13 management income or receives a separate check from the property owner.

14 1.22 Batte confirmed that the point-of-sale withdrawals were made using a debit card.

15 **(10) Conclusion of Law:** By failing to maintain a record of receipts and disbursements,  
16 Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-  
17 0040(2)(a)(C)(b)(C)(D)(c)(5)(6)(a)(b)(c) 1/1/2024 Edition.

18 **(11) Conclusion of Law:** By using a debit card against the funds of others, Batte violated  
19 ORS 696.301(3) and its implementing rule OAR 863-025-0025(12) 1/1/2024 Edition.

20 1.23 In an email to Ray, Batte explained that their "numbers are all over the place due  
21 to lack of understanding of how our software worked." Batte further explained that they would  
22 "register a payment, deposit the funds in the bank, but then NOT register the deposit in the  
23 system until weeks after."

24 **(12) Conclusion of Law:** By failing to maintain records of property management in his  
25 computerized record keeping system in a way that readily enabled tracking and reconciling,  
26 Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-0035(3)(b) 1/1/2024  
27 Edition.

28 **(13) Conclusion of Law:** By failing to maintain complete and adequate records of receipts  
29 and disbursements, Batte demonstrated a lack of supervision and control over the property  
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1 management activity of the registered business his license was associated with, in violation  
2 ORS 696.301(3) and its implementing rule OAR 863-015-0140(3) 1/1/2024 Edition.

3 1.24 A review of the February 2024 Bank Account Balance Breakdown report showed  
4 three owners listed as inactive, but with balances. One owner listed held a negative balance.

5 1.25 A review of the March 2024 Bank Account Balance Breakdown report showed  
6 the same owners listed as inactive that were identified in the February report, with the same  
7 ledger balances. The report also listed two owners that held a negative balance.

8 1.26 During the interview, Batte explained that he does not know why the inactive  
9 accounts remained on the ledger. Regarding the negative balances, Batte explained this was  
10 because they had been sending out electronic fund transfers (EFT) to owners and Buildium  
11 was slow in letting them know when a tenant's EFT had bounced.

12 **(14) Conclusion of Law:** By disbursing funds from a clients' trust account when there were  
13 not sufficient funds to do so, Batte violated ORS 696.301(3) and its implementing rule OAR  
14 863-025-0027(3)(7) 1/1/2024 Edition.

15 1.27 Batte told Ray that A. Davidson and her husband Jason Davidson (J. Davidson)  
16 help with the property management side of the business. Batte explained that A. Davidson  
17 works with tenants, takes care of leases, gets repairs done and helps with tours. Batte said  
18 that J. Davidson handles the owner side of things.

19 1.28 In a follow-up email to Ray, Batte wrote that J. Davidson helps with "all licensed  
20 activities" and A. Davidson assists with bookkeeping, DocuSign, tenant requests, and showing  
21 rentals to tenants.

22 1.29 Batte confirmed to Ray that he did not have a delegation of authority for A.  
23 Davidson or J. Davidson.

24 **(15) Conclusion of Law:** By failing to have a written delegation of authority for staff carrying  
25 out property management activity under his license, Batte violated ORS 696.301(3) and its  
26 implementing rule OAR 863-025-0015(5)(a)(b)(c) 1/1/2024 Edition.

27 1.30 Ray requested Batte provide copies of receipts for the point-of-sale withdrawals  
28 identified on the February 2024 bank statement, along with the owner ledgers of the owners  
29 those charges affected. Ray also asked Batte to provide his spreadsheet for the miscellaneous  
30 point-of-sale withdrawals.

1.31 Batte explained that he did not retain the receipts for any of those charges and does not always have a spreadsheet on the minor expenses.

**(16) Conclusion of Law:** By failing to maintain invoices and receipts within the record of receipts and disbursements, Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-0040(8) 1/1/2024 Edition. In addition, Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-0035(1)(h)(L)(4) 1/1/2024 Edition.

**(17) Conclusion of Law:** By failing to maintain a complete record of funds received, Batte violated ORS 696.301(3) and its implementing rule OAR 863-025-0065(4)(8) 1/1/2024 Edition.

1.32 All of the above demonstrates a failure to uphold affirmative duties to account in a timely manner for all funds received from or on behalf of the owner, and to act in a fiduciary manner in all matters relating to trust funds.

**(18) Conclusion of Law:** Based on the foregoing, Batte failed in duties to the owner, a violation of ORS 696.301(3) as it incorporates ORS 696.890(4)(c)(d)(e) 2023 Edition.

1.33 All of the above demonstrates incompetence or untrustworthiness in performing acts for which the real estate licensee is required to hold a license and conduct that is below the standard of care for the practice of professional real estate activity in Oregon.

**(19) Conclusion of Law:** Based on the foregoing, Licensee is subject to discipline under ORS 696.301(12) and (15) 2023 Edition.

## 2.

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

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

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

## 3.

### STIPULATION AND WAIVER

I, Jamie Batte, have read and reviewed this Stipulated Final Order and its Findings of Fact, Statements of Law 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

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

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

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

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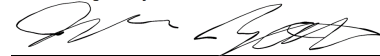
ORDER

IT IS HEREBY ORDERED that Jamie Batte's principal broker license be reprimanded.

IT IS FURTHER ORDERED that due to the violations addressed above, Jamie Batte will be subject to a future clients' trust account reconciliation review within three months of the issuance of this order.

IT IS SO STIPULATED:

DocuSigned by:



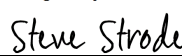
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JAMIE BATTE

Date 8/7/2025 | 5:02 PM PDT

IT IS SO ORDERED:

Signed by:



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STEVEN STRODE

Real Estate Commissioner

Date 8/11/2025 | 3:18 PM PDT

Date of Service: 8/11/2025

