

In the Matter of the Real Estate License of

LACEY MARIE HAYES

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STIPULATED FINAL ORDER

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1.5 In an email to the Agency, Hayes stated that they do not transfer funds between properties unless the ownership of both properties agrees to do so in writing. Hayes further

1 explained that she reviewed all statements from September 2023 through October 2024, and
2 there were no transfers.

3 1.6 A review of the June 2023 owner statement for two properties showed funds
4 transferred from one property to the other in the amount of \$389.94.

5 1.7 In an email to Agency Investigator Lindsey Nunes (Nunes) Hayes stated that she
6 missed the transfer between ledgers when she reviewed the owner's statements.

7 1.8 Hayes provided Nunes screenshots from a May 12, 2023, email communication
8 between two employees, Stefan Granmo (Granmo) and Michelle Malig (Malig). In the email
9 communication, Malig wrote "Hi @Stefan Granmo There are unpaid utility bills for Aleen [sic]
10 SW Alice. Total is \$386.94. Just want to confirm first if it's okay to transfer funds between
11 properties?" In response, Granmo, wrote "Yes, please transfer funds between properties."

12 1.9 Hayes could not provide the supporting written documentation from the property
13 owner for permission to transfer the funds.

14 **(1) Conclusion of Law:** By failing to document written approval from the property owner for
15 permission to transfer funds between ledgers, Hayes violated ORS 696.301(3) and its
16 implementing rule OAR 863-025-0027(5)(a)(b) 1/1/2023 Edition.

17 1.10 A review of the owner's ledger for a property located on NE 57th Avenue, showed
18 the ending balance on May 9, 2023, of \$700.00. The beginning balance on May 10, 2023, was
19 \$1,850.00. Hayes did not identify funds received into the owner ledger to cause an increase in
20 funds.

21 1.11 A review of the owner's ledger for the NE 57th Avenue property showed an
22 ending balance on November 9, 2023, of \$1,347.39. The beginning balance on November 10,
23 2023, was \$2,247.39. Hayes did not identify funds received into the owner ledger to cause an
24 increase in funds.

25 **(2) Conclusion of Law:** By failing to identify the difference between the ending and
26 beginning balances on the owner's monthly ledger statement, Hayes violated ORS 696.301(3)
27 and its implementing rule OAR 863-025-0055(4) 1/1/2023 Edition.

28 1.12 In an interview with Nunes, Allen said tenants at a property on SE 58th Avenue,
29 stopped paying rent and RPMS failed to follow through with an eviction notice.

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1.13 Hayes provided Nunes with a copy of the 72-Hour Notice of Termination for Nonpayment of Rent, dated March 9, 2023, to the tenant of the property. The amount due for March 2023 rent and late fees totaled \$1,165.00.

1.14 Hayes explained to Nunes that when the tenants stopped paying rent, they notified their attorney, and he started the eviction process. Email records show that Hayes did not notify their attorney until May 4, 2023, requesting eviction services. That same day, the attorney notified Hayes that she is required to use either a 10-Day Notice of Termination for Nonpayment of Rent or a 13-Day Notice of Termination for Nonpayment for Rent depending on what day of the month rent is issued.

1.15 In email communication between Hayes and her attorney on May 30, 2023, Hayes asks if there is a date set for eviction. That same day, her attorney wrote "This is the first email we've gotten about this matter since the nonpayment termination notice was issued on May 8. If RPMS did not get paid as required by this termination notice, we can file an FED immediately."

1.16 Hayes provided Nunes with a copy of the 10-Day Notice of Termination for Nonpayment of Rent to the tenants, dated June 8, 2023. The notice shows the amount due, including late fees, as \$4,660.00 for the months of March through June 2023.

1.17 A trial date was set and the tenant failed to appear. The tenant vacated the property on or about August 16, 2023.

1.18 A review of the tenant ledger showed the tenant moved into the property in February 2023 and paid first month's rent. The tenant failed to pay rent in March, April, May, June, July, and August 2023. According to the tenant ledger, after move-out costs from the tenant, there was \$8,121.00 owed to Allen, of which \$6,390.00 was past due rent.

(3) Conclusion of Law: By failing to show reasonable care and diligence to a property owner, resulting in 6-months of lost rental income, Hayes violated ORS 696.301(3) as it incorporates ORS 696.890(4)(c)(e)(f)(5) 2023 Edition.

1.19 A review of the property management agreement includes if tenants do not pay rent in full by the 8th of the month, the owner shall be notified as legal collection processes begin.

1.20 Nunes asked Hayes when Allen was notified the tenants had only paid the first month's rent.

1.21 Hayes responded that the property manager who was assigned to Allen's properties no longer worked for RPMS, and all his emails were deleted. Hayes did not have documentation of the email notification to Allen.

(4) Conclusion of Law: By failing to maintain records of professional property management activity, Hayes violated ORS 696.301(3) as it incorporates ORS 696.280(1)(4)(c)(d)(5) 2023 Edition.

1.22 Allen terminated his property management agreement with RPMS on November 17, 2023. Hayes provided Allen's final accounting, which showed funds paid as of January 30, 2024.

1.23 Hayes explained that Allen's termination date had been entered as January 13, 2024, but RPMS terminated with Allen on November 17, 2023. Hayes stated the reason the final accounting was 74 days and not 60 days, was a result of the system reflecting the end date of January 13, 2024.

1.24 Allen confirmed that he received final accounting in February 2024.

(5) Conclusion of Law: By failing to return final accounting to the property owner within 60-days from the termination date of the property management agreement, Hayes violated ORS 696.301(3) and its implementing rule OAR 863-025-0070(2)(a)(b)(A)(B)(C)(D) 1/1/2024 Edition. In addition, Hayes violated ORS 696.301(3) as it incorporates ORS 696.890(4)(c)(d)(e) 2023 Edition.

1.25 All of the above demonstrate incompetence or untrustworthiness in performing acts for which the real estate licensee is required to hold a license.

(6) Conclusion of Law: Based on the foregoing, Licensee is subject to discipline under ORS 696.301(12) 2023 Edition

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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, Lacey Hayes, 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 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 Lacey Hayes' property manager license be
reprimanded.

IT IS SO STIPULATED:

IT IS SO ORDERED:

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Lacey Hayes

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LACEY HAYES

Date 9/11/2025 | 9:39 AM PDT

Signed by:

Steve Strode

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STEVEN STRODE

Real Estate Commissioner

Date 9/12/2025 | 8:23 AM PDT

Date of Service: 9/12/2025

