

REAL ESTATE AGENCY
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of
ABRAHAM WALSH
STIPULATED FINAL ORDER

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

FINDINGS OF FACT
AND
CONCLUSIONS OF LAW

1.

1.1 At all times mentioned herein, Walsh was licensed as a property manager with Legacy Property Management (LPM).

1.2 On March 20, 2024, the Agency received a complaint from Kalfred Yee (Yee) against Walsh. The Agency opened an investigation.

1.3 The complaint alleged that in August 2022, Yee purchased Sherman St. Apartments (SSA) in Portland, Oregon. In July 2023, Yee received notification from LPM that SSA had an outstanding bill with the Portland Water Bureau for \$109,493.00. Yee further explained that Legacy had received water bills of approximately \$20,000.00 a month over a five-month period, but Yee had not been notified until the water bill was more than \$100,000.00.

1.4 In response to the complaint, Walsh wrote that LPM's attention was drawn to an unusually high water bill for the month of February 2023. This prompted further investigation into which a missed water bill from January 2023 was found to also be unusually high.

1.5 Legacy determined the cause of the high water bills was a broken pipe. Repairs were completed on March 20, 2023. In May 2023, the Portland Water Bureau notified Legacy

1 that the water meter indicated another leak. LPM dispatched contractors to the site who fixed a
2 significant leak on June 5, 2023.

3 1.6 Walsh wrote to the Agency that LPM communicated with Yee, and engaged with
4 the Portland Water Bureau, including submitting all documents for repair work. Walsh wrote
5 they were advised to make partial payments toward the outstanding bill, until a decision could
6 be made on a leak adjustment request.

7 1.7 Emails provided to the Agency show that between March 2023, and August
8 2023, LPM bookkeeper Stephany Hallberg (Hallberg) communicated with the Portland Water
9 Bureau, submitting invoices of repair work that had been completed on the SSA water leak to
10 get a reduction in the bill.

11 1.8 Records provided to Investigator John Moore (Moore) show that on June 16,
12 2023, Hallberg sent an email to Walsh, Yee, and Dan True (True), the Chief Financial Officer
13 of LPM. Hallberg summarized the communication with the Portland Water Bureau, the SSA
14 water bills, and the steps taken for the leak repair. In a review of records, this email is the
15 earliest date of email provided in which Yee is on the distribution list and informed of the water
16 leaks and subsequent water bills.

17 1.9 The Portland Water Bureau gave a credit in the amount of \$34,034.63 on July
18 21, 2023, leaving a balance of \$87,353.96. Hallberg communicated this credit to Walsh, True,
19 and Yee. Walsh responded to the email asking if the bills had not been paid all along and why
20 they owed \$90,000.00.

21 1.10 Email records show that between August 2023, and October 2023, Yee sent
22 emails to Walsh and True requesting time to meet.

23 1.11 Between October 2023 and December 2023, Yee exchanged several emails with
24 the Portland Water Bureau. On December 13, 2023, Yee was informed that an additional
25 adjustment in the amount of \$55,503.97 was made on his account, leaving a balance of
26 \$12,880.27.

27 1.12 In an interview with Moore on August 30, 2024, Yee confirmed that he was not
28 aware of LPM's correspondence with the Portland Water Bureau that had occurred in March,
29 April, and May of 2023. Yee explained to Moore that he reached out several times to Walsh
30 during the process in an attempt to meet but had no communication from him.

1 1.13 Moore interviewed Walsh and True on October 3, 2024. In the interview, Walsh
2 confirmed that June 2023 was the first time he was made aware of the situation with the SSA
3 water bills.

4 1.14 Walsh explained that he was trying to figure out what the issue was, if it was that
5 they were not getting the bills or was there a reason they were not getting paid.

6 1.15 Walsh explained to Moore that he is the CEO of LPM, and his job is to get more
7 clients, do the acquisition part, and then oversee everything. Walsh said he does not
8 micromanage and lets everyone do their job for the most part and that everyone does their job
9 extremely well.

10 1.16 During the interview, Walsh told Moore that he had some phone calls with Yee,
11 but did not write down the dates or times. Walsh further explained that there were times where
12 there were missed calls between himself and Yee.

13 1.17 Walsh told Moore that he probably directed Hallberg when they found out about
14 the high bills, as she was the lead bookkeeper at the time. Walsh explained that Hallberg spent
15 a significant amount of time on it with the city.

16 1.18 Hallberg explained to Moore that she was unsure of why they did not get the
17 January 2023 bill originally. Once they got the next bill, and saw a really large past due
18 balance, they realized they didn't have the bill and instantly requested it.

19 1.19 Hallberg confirmed to Moore that June 2023 was the first time she informed Yee,
20 Walsh, and True of what was going on. Hallberg explained that she was talking with the
21 Portland Water Bureau, with the understanding that if the leaks were fixed, the water bill would
22 receive a credit. Hallberg said she was under the assumption this was her fault, and that it
23 would be a normal water bill once the leak was fixed.

24 **(1) Conclusion of Law:** By failing to exercise reasonable care and diligence in supervising
25 staff conducting property management and failing to consistently communicate with the
26 property owner to pursue mitigation of the financial hardship to the property created by the
27 water bill, Walsh violated ORS 696.301(3) as it incorporates ORS 696.890(4)(a)(c)(e)(f) 2023
28 Edition.

1 1.20 All of the above demonstrates incompetence or untrustworthiness in performing
2 acts for which the real estate licensee is required to hold a license and conduct that is below
3 the standard of care for the practice of professional real estate activity in Oregon.

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

6
7 2.

8 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

9 2.2 The Agency reserves the right to investigate and pursue additional complaints
10 that may be received in the future regarding this licensee.

11 2.3 In establishing the violations alleged above, the Agency may rely on one or more
12 of the definitions contained in ORS 696.010.

13
14 3.

15 STIPULATION AND WAIVER

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

27 I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and
28 understand that the Order which follows hereafter, which I have also read and understand,
29 may be completed and signed by the Real Estate Commissioner or may be rejected by the
30 Real Estate Commissioner. I further understand that, in accordance with the provisions of

1 ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News
2 Journal.

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

7 ORDER

8 IT IS HEREBY ORDERED that Abraham Walsh's property manager license be, and
9 hereby is reprimanded.

12 IT IS SO STIPULATED:

12 IT IS SO ORDERED:

14 DocuSigned by:

15 *Abraham Walsh*

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16 ABRAHAM WALSH

18 Date 3/6/2025 | 5:41 PM PST

Signed by:

Steve Strode

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STEVEN STRODE

Real Estate Commissioner

Date 3/7/2025 | 9:39 AM PST

Date of Service: 3/7/2025

