

REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of )  
SUZANNE LEA McCLELLAN ) STIPULATED FINAL ORDER

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

FINDINGS OF FACT  
AND  
CONCLUSIONS OF LAW

1.

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

1.2 On December 15, 2025, the Agency received a complaint from Brandon Bontrager (Bontrager) against McClellan. In his complaint, Bontrager alleged that he submitted a rental application to AshBea Property Management on April 13, 2025, and was instructed by McClellan to pay a security deposit of \$2,350.00 to “hold” the property. Bontrager included that he did not sign a rental agreement.

1.3 Bontrager further explained that he withdrew his application within three days, and McClellan claimed that his security deposit was non-refundable and deducted an \$850.00 “inconvenience fee” before returning the remaining \$1,500.00 to him.

1.4 Bontrager provided emails to the Agency between himself and McClellan. A review of the communication showed Bontrager informed McClellan that he wanted to rent a different property and requested a portion of his security deposit returned. Bontrager offered

1 McClellan to take \$350.00 of his security deposit to compensate for the time lost for delisting  
2 the property.

3 1.5 In response to Bontrager’s email, McClellan agreed to return a portion of the  
4 security deposit and wrote, “You know when you put a security deposit down that is to hold the  
5 property for you. I don’t need to refund anything to you.” In another communication to  
6 Bontrager, McClellan wrote, “Remember I do not need to return to you any of the security  
7 deposit, but I am returning \$1,500.00 to you. I paid the Owner \$850.00 for his inconvenience.”

8 1.6 In an interview with Agency Investigator Dylan Ray (Ray) McClellan explained  
9 that the \$850.00 inconvenience fee was “nothing really mathematical.” McClellan further  
10 explained that she thought a third of the total security deposit should be given to the property  
11 owner as an inconvenience fee.

12 1.7 During her interview, McClellan told Ray that she should have returned the whole  
13 security deposit, which is contrary to her email message to Bontrager.

14 **(1) Conclusion of Law:** McClellan made a material representation to a rental applicant that  
15 security deposit funds were nonrefundable. This act is Grounds for Discipline under ORS  
16 696.301(1) 2025 Edition.

17 **(2) Conclusion of Law:** McClellan unlawfully withheld funds from a rental applicant. This  
18 act is Grounds for Discipline under ORS 696.301(12) and (15) 2025 Edition.

19 1.8 Bontrager provided the Agency a copy of a “Small Claims Mediation Agreement,  
20 General Judgement of Dismissal.” A review of the document showed that AshBea Property  
21 Management’s insurance is required to pay Bontrager \$2,200.00 and that all parties dismiss  
22 the case.

23 1.9 The mediation agreement was signed by Bontrager and McClellan on August 27,  
24 2025. Agency records do not show that McClellan reported the adverse decision to the  
25 Agency.

26 **(3) Conclusion of Law:** McClellan failed to report to the Agency an adverse decision or  
27 judgment resulting from any civil or criminal suit, or action or arbitration, or administrative or  
28 Oregon State Bar proceeding within 20 days, as required, in violation of ORS 696.301(3) and  
29 its implementing rule OAR 863-015-0175(1)(b)(c)(3)(4) 1/1/2025 Edition.



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.

6 ORDER

7 IT IS HEREBY ORDERED that Suzanne McClellan’s property manager license be  
8 reprimanded.

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IT IS SO STIPULATED:

IT IS SO ORDERED:

Signed by:

*Suzanne Lea McClellan*

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SUZANNE MCCLELLAN

Date 3/17/2026 | 1:19 PM PDT

Signed by:

*Steve Strode*

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STEVEN STRODE

Real Estate Commissioner

Date 3/17/2026 | 3:22 PM PDT



Date of Service: 03/17/2026