

1 REAL ESTATE AGENCY
2 BEFORE THE REAL ESTATE COMMISSIONER
3

4 In the Matter of the Real Estate License of)
5)
6 CYNTHIA JOY MONROE) STIPULATED FINAL ORDER
7)
8 _____)
9

10 The Oregon Real Estate Agency (Agency) and Cynthia Monroe (Monroe) do hereby
11 agree and stipulate to the following:

12 FINDINGS OF FACT
13 AND
14 CONCLUSIONS OF LAW

15 1.

16 1.1 At all times mentioned herein, Monroe was licensed as a property manager doing
17 business under the registered business name of Evergreen Property Management, Inc.
18 (EPMI).

19 1.2 The Agency received a complaint from Jerry Lee Hopkins (J. Hopkins) against
20 Monroe. In his complaint, J. Hopkins alleged the after a tenant moved out of one of his
21 properties, EPMI billed him \$7,000.00 for work that he did not approve when his property
22 management agreement states expenditures over \$400.00 require owner approval, J. Hopkins
23 included that EPMI started taking rent from both of his properties and that he received an
24 additional bill for \$6,700.00 and was told it was because a few of the contractors forgot to send
25 the bill.

26 1.3 A review of the property management agreement showed EPMI may make
27 ordinary and necessary repairs up to \$400.00 without prior written approval but also authorizes
28 emergency repairs above that threshold in the sole discretion of EPMI if required to preserve
29 the property or maintain essential services. Monroe provided the Agency with a subsequent
30 change of terms to the property management agreement which included that the property

1 manager may make up to \$600.00 without prior written approval. This property management
2 agreement was not signed by the property owner as required to become effective.

3 1.4 A review of the letter sent to the tenant in December 2024, referenced as, "Re:
4 Security Deposit Accounting", showed that after all charges were assessed against the
5 \$2,800.00 tenant security deposit, a balance of \$75.00 was due. The letter showed, as part of
6 the itemized charges, \$800.00 for carpet replacement for the upstairs living room, hallway and
7 bedroom.

8 1.5 On December 19, 2024, an email was sent from EPMI to J. Hopkins with the
9 subject line, "HOPDUB – Carpet Estimate Approval Needed!" The email informed J. Hopkins
10 that a carpet replacement bid was attached. In an interview with Agency Investigator Frank H.
11 Leonard Jr. (Leonard), J. Hopkins explained he did not give approval for a carpet replacement,
12 and wanted the carpets cleaned instead.

13 1.6 In response to a complaint by J. Hopkins about a landscaping charge of
14 \$1,200.00, Monroe reimbursed \$750.00

15 1.7 In response to the complaint, Monroe wrote that J. Hopkins received written
16 notification explaining the turn process and associated expenses and phone calls were made
17 directly to the owner to discuss the turn. Monroe did not provide proof of written authorization
18 to the Agency. According to Monroe, she believed she had oral authorization to complete the
19 repairs necessary to complete the turn so that the apartment could be leased again.

20 1.8 In an interview with Leonard, Monroe explained that she thinks that property
21 management agreement terms are broader than how the owner is interpreting them and that
22 the \$400.00 limit applies to routine, ordinary maintenance. When they turn a unit, the
23 management agreement authorizes them to take all necessary steps to prepare the property
24 for market and to protect and preserve the property.

25 1.9 Regarding the carpet replacement, Monroe explained that their carpet vendor
26 advised that the existing carpet could not be salvaged by cleaning and needed full
27 replacement. Monroe further explained that is part of protecting and preserving the property for
28 the next tenant and falls under the broader authority granted in the contract for unit turns.

29 **(1) Conclusion of Law:** By failing to follow the terms of the property management
30 agreement and obtaining written approval from a property owner on expenditures over

1 \$400.00, Monroe violated ORS 696.301(3) as it incorporates ORS 696.890(3)(4)(c)(e)(f) 2025
2 Edition.

3 1.10 J. Hopkins received a letter from EPMI informing him that a property survey will
4 be completed by an EPMI employee. The letter explained in part, "Our goal is to restore the
5 property to a market-ready condition. The accounting team will hold back \$1000 from your
6 owner's draw in the month prior to the move out to pay interim utility billing and property costs."

7 1.11 The property management agreement does not include a term informing J.
8 Hopkins that \$1,000.00 would be held back from owner distributions as part of EPMI practice
9 when undergoing a move-out process.

10 1.12 In addition, the General Ledger reflected a \$125.00 property inspection fee was
11 charged on multiple occasions where per the property management agreement, section "8.11.
12 For each interior survey of the Property, Owner shall pay Manager a fee of \$75 per unit
13 (amount subject to change with 30 days written notice)."

14 **(2) Conclusion of Law:** By failing to include a term in the property management
15 agreement or amending the property management agreement for the expenses charged to the
16 owner, Monroe violated ORS 696.301(3) and its implementing rule OAR 863-025-0020(3)(c)(4)
17 1/1/2024, 1/1/2025 Editions.

18 1.13 Records show that J. Hopkins signed a property management agreement with V2
19 Property Management in September 2022.

20 1.14 In her interview, Monroe explained that she owns EPMI and V2 Property
21 Management.

22 1.15 V2 Property Management is not registered with the Agency a Registered
23 Business Name, as required.

24 **(3) Conclusion of Law:** By performing professional real estate activity in a name other
25 than the name which her license is associated with, and without affiliation or subsidiary
26 documentation in Agency records, Monroe violated ORS 696.301(3) as it incorporates ORS
27 696.026(9)(14)(b) 2025 Edition.

28 1.16 All of the above demonstrate conduct that is below the standard of care for the
29 practice of professional real estate activity in Oregon.
30

1 **(4) Conclusion of Law:** Based on the foregoing, Monroe is subject to discipline under ORS
2 696.301(12) and (15) 2024, 2025 Editions.

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4 2.

5 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.

6 2.2 The Agency reserves the right to investigate and pursue additional complaints
7 that may be received in the future regarding this licensee.

8 2.3 In establishing the violations alleged above, the Agency may rely on one or more
9 of the definitions contained in ORS 696.010.

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11 3.

12 STIPULATION AND WAIVER

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

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

29 In addition to all of the above, I agree that once the Commissioner executes this
30

1 Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby
2 waive the right to challenge the validity of service.

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4 ///

5 ORDER

6 IT IS HEREBY ORDERED that Cynthia Monroe's property manager license be
7 reprimanded.

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11 IT IS SO STIPULATED:

12 **Cynthia Monroe**
13 box SIGN 1XQZKJ3V-198ZL7QW
14

15 CYNTHIA MONROE

16 Date Aug 21, 2026
17

IT IS SO ORDERED:



STEVEN STRODE

Real Estate Commissioner

Date

Date of Service: