REAL ESTATE AGENCY  
BEFORE THE REAL ESTATE COMMISSIONER

In the Matter of the Real Estate License of  

BRITTANY ANN GIBBS  

STIPULATED FINAL ORDER

The Oregon Real Estate Agency (Agency) and Brittany Ann Gibbs (Gibbs) do hereby agree and stipulate to the following:  

FINDINGS OF FACT  
&  
CONCLUSIONS OF LAW  

1.  
1.1 On December 7, 2016 Gibbs’ real estate broker license was associated with More Realty, Inc. (More). She obtained her principal broker license on June 19, 2018. On July 24, 2018, Gibbs registered the business name Move Real Estate Inc. (Move) and associated her license with Move. At all times mentioned herein on or before June 18, 2018, Gibbs was licensed as a broker with More. At all times mentioned herein between June 18 and July 24, 2018, Gibbs was licensed as a principal broker with More. At all times mentioned herein on or after July 24, 2018, Gibbs was licensed as a principal broker with Move.  
1.2 On February 21, 2019, the Agency received a complaint from Catharine Kristine Veeder (Veeder) against Gibbs.  
1.3 On June 6, 2018, Veeder contacted Gibbs to discuss listing her property located at 9900 SE 73rd Avenue (73rd Ave). Veeder asked Gibbs to view the property and provide feedback on repairs.  
1.4 On June 10, 2018, Gibbs texted Veeder her repair recommendations, including repairing five holes in walls throughout the house, fixing the insulation in the laundry room, and installing drywall in the laundry room.
1.5 On June 11, 2018, Gibbs emailed Veeder stating that it would take about two weeks for repairs to be completed. Gibbs said she would let Veeder know when Gibbs got some bids for the work and what the contractor said about the drywall for the laundry room.

1.6 Gibbs and Veeder signed a listing agreement on June 12, 2018.

1.7 Veeder says that Gibbs never sent her bids or quotes, and that much of the work done on the property was unapproved.

1.8 Veeder said most of the work was done in June or July, but she only received two invoices in December.

1.9 Gibbs said she spent $5000 on repairs to 73rd Ave.

1.10 Veeder complained that Gibbs reduced the sale price of 73rd Ave without Veeder's consent or written authorization.

1.11 The Regional Multiple Listing Service history shows that on August 19, 2018, Gibbs lowered the sale price of 73rd Ave from $299,000 to $289,000. On August 22, 2018, it showed Gibbs increased the sale price from $289,000 to $299,000. On August 26, 2018, it showed Gibbs again lowered the sale price to $289,000.

1.12 Gibbs admitted to not having a price change request from Veeder in writing.

(1) Violation: By reducing the sale price of 73rd Ave by $10,000 without Veeder's written authorization, Gibbs violated 696.301(3) as it incorporates ORS 696.805(2)(a) and (3)(a) and (c) (2017 Edition). ORS 696.805(2)(a) states that a seller's agent owes the seller, other principals, and the principals’ agents involved in a real estate transaction the affirmative duty of dealing honestly and in good faith. ORS 696.805(3)(a) and (c) states that a seller’s agent owes the seller involved in a real estate transaction the affirmative duties of exercising reasonable care and diligence and being loyal to the seller by not taking action that is adverse or detrimental to the seller’s interest in a transaction.

1.13 On September 14, 2018, Lyndsey Lord (Lord), a broker with Premiere Property Group, LLC, submitted an offer to purchase 73rd Ave on behalf of her client, Julie Moore (Moore), for $262,900, contingent on the sale of a property Moore owned.

1.14 Veeder countered with $286,000 on September 17, 2018, asking Gibbs to make the counter-offer “as-is.” Gibbs did not include in the counter-offer the “as-is” verbiage, but Veeder signed it anyway.
Because Veeder was unaware that Gibbs had reduced the listing price from $299,000 to $289,000, Veeder thought she was giving a price concession of $13,000 for an “as-is” sale. Moore, knowing the listing price was $289,000, thought that Veeder was only willing to accept a $3,000 price reduction, and so Moore thought she could negotiate more in credits toward repairs.

(2) Violation: By reducing the sale price of 73rd Ave without written authorization and impeding Veeder’s ability to effectively negotiate the transaction with the buyer, Gibbs violated 696.301(3) as it incorporates ORS 696.805(2)(a) and (3)(a) and (c) (2017 Edition). ORS 696.805(2)(a) states that a seller’s agent owes the seller, other principals, and the principals’ agents involved in a real estate transaction the affirmative duty of dealing honestly and in good faith. ORS 696.805(3)(a) and (c) states that a seller’s agent owes the seller involved in a real estate transaction the affirmative duties of exercising reasonable care and diligence and being loyal to the seller by not taking action that is adverse or detrimental to the seller’s interest in a transaction.

On September 14, 2018, Claudia Pobanz (Pobanz), a principal broker with Silver Key Real Estate, submitted an offer to purchase 73rd Ave on behalf of Jennifer McBratney (McBratney) for $289,000.

According to Pobanz, on September 15, 2018, Gibbs acknowledged receipt of the offer, but Gibbs didn’t tell Pobanz if Veeder accepted it.

On September 16, 2018, McBratney’s offer to purchase expired. Pobanz emailed Gibbs to let Gibbs know that McBratney was moving on even though she liked the property. Gibbs responded that Veeder had accepted the offer. Pobanz told Gibbs that, had Pobanz been informed of the delay, of the intention of the seller to accept the offer, or of a request for an extension on the expiration of the offer, the transaction could have proceeded. But the lack of communication led Pobanz and McBratney to assume the offer was not accepted, and McBratney began looking for another property.

(3) Violation: By not communicating with Pobanz regarding the status of the acceptance of the offer, resulting in McBratney terminating her offer, Gibbs violated 696.301(3) as it incorporates ORS 696.805(2)(b) and (3)(a) and (c) (2017 Edition). ORS 696.805(2)(b) states that a seller’s agent owes the seller, other principals, and the principals’ agents involved in a
real estate transaction the affirmative duty of presenting all written offers, written notices, and other written communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase. ORS 696.805(3)(a) and (c) states that a seller’s agent owes the seller involved in a real estate transaction the affirmative duties of exercising reasonable care and diligence and being loyal to the seller by not taking action that is adverse or detrimental to the seller’s interest in a transaction.

1.19 On September 18, 2018, Veeder asked Gibbs if Moore had accepted the counter-offer submitted on September 16, 2018. Gibbs responded, “Yes.” Veeder stated that she never received as copy of the signed counter-offer.

1.20 Lord reports she sent a copy of the counter-offer to Gibbs on September 17, 2018.

(4) Violation: By not providing a copy of the signed counter-offer to Veeder, Gibbs violated 696.301(3) as it incorporates ORS 696.805(2)(b) and (3)(a) and (c) (2017 Edition) and OAR 863-015-0135(4) (1-1-18 Edition). ORS 696.805(2)(b) states that a seller’s agent owes the seller, other principals, and the principals’ agents involved in a real estate transaction the affirmative duty of presenting all written offers, written notices, and other written communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase. ORS 696.805(3)(a) and (c) states that a seller’s agent owes the seller involved in a real estate transaction the affirmative duties of exercising reasonable care and diligence and being loyal to the seller by not taking action that is adverse or detrimental to the seller’s interest in a transaction. OAR 863-015-0135(4) states that, when a licensee receives a written acceptance of an offer or counter-offer to purchase real property, the licensee must deliver within three banking days true, legible copies of the offer or counter-offer, signed by the seller and buyer, to both the buyer and seller.

1.21 On September 28, 2018, Moore had a home inspection performed on 73rd Ave.

1.22 On October 4, 2018, Lord submitted a repair addendum to Gibbs. In the repair addendum, Moore requested a price reduction to $276,000 with a $6,000 credit toward closing costs and proof of sewer repair.
1.23 On October 9, 2018, Veeder requested by text a copy of the repair addendum, indicating she had not received one.

1.24 On October 11, 2018, Gibbs emailed Veeder a copy of Moore’s inspection report. Veeder replied, again requesting a copy of the repair addendum.

1.25 Moore terminated her offer to purchase on October 11, 2018, because the repair addendum was not signed.

1.26 On October 15, 2018, Gibbs emailed the termination and the repair addendum to Veeder.

(5) **Violation:** By not providing the repair addendum to Veeder in a timely manner, Gibbs violated 696.301(3) as it incorporates ORS 696.805(2)(b) and (3)(a) and (c) (2017 Edition).

ORS 696.805(2)(b) states that a seller’s agent owes the seller, other principals, and the principals’ agents involved in a real estate transaction the following affirmative duty of presenting all written offers, written notices, and other written communications to and from the parties in a timely manner without regard to whether the property is subject to a contract for sale or the buyer is already a party to a contract to purchase. ORS 696.805(3)(a) and (c) states that a seller’s agent owes the seller involved in a real estate transaction the affirmative duties of exercising reasonable care and diligence and being loyal to the seller by not taking action that is adverse or detrimental to the seller’s interest in a transaction.

1.27 On October 16, 2018, Veeder sent an email to Gibbs terminating the listing contract for 73rd Ave.

1.28 On February 11, 2019, Gibbs emailed Veeder stating that Gibbs had consulted with an attorney, and the contractors would be putting a lien on 73rd Ave.

1.29 Veeder reported she never received a notice of right to lien from any contractor for the work Gibbs had done on 73rd Ave.

1.30 On March 1, 2019, 73rd Ave went active again on RMLS after Veeder signed a listing agreement with another broker. Gibbs said she didn’t know Veeder hired another broker until the property was relisted. The listing changed to pending on March 12, 2018.

1.31 On March 14, 2018, Gibbs emailed Eden Toothman (Toothman), Senior Escrow Officer for Lawyers Title of Oregon, LLC. Gibbs told Toothman that Gibbs was planning to sue
Veeder for the repairs paid for by Gibbs, and that the litigation could delay the current transaction.

1.3.4 On March 14, 2018, Gibbs emailed Veeder notifying Veeder that that Gibbs had retained legal counsel and was planning to file a lawsuit for the unpaid contractor bills. Gibbs said that the civil suit would delay the sale of 73rd Ave.

**Violation:** By attempting to interfere with the contract between Veeder and another broker, Gibbs violated ORS 696.301(6) (2019 Edition), which states that the Real Estate Commissioner may reprimand any real estate licensee who has intentionally interfered with the contractual relations of others concerning real estate or professional real estate activity.

1.3.3 On November 13, 2010, Agency Financial Investigator/Auditor Lisa Montellano (Montellano) contacted Gibbs to request an appointment for an interview, suggesting the interview be conducted at a place where Gibbs would have access to her documents and records pertaining to her representation of Veeder in the sale of 73rd Ave.

1.3.4 During the interview on November 19, 2019, at Gibbs’ office, Montellano asked Gibbs to produce multiple documents relating to the Veeder transaction, however, Gibbs was unable to locate many of the documents requested. Montellano wrote a down a list of documents she was requesting from Gibbs and followed up by email containing the list of the requested documents that same day. Gibbs was required to provide the documents no later than the end of business on November 25, 2019. As of December 20, 2019, Gibbs had not produced the requested documents.

**Violation:** By not making documents and records of the transaction available to the Agency for inspection and viewing, and failing to provide the requested documents altogether Gibbs violated ORS 696.301(3) as it incorporated ORS 696.280(3) (2019 Edition) and OAR 863-015-0260(2) (1-1-18 Edition). ORS 696.280(3) states that complete and adequate records of all professional real estate activity conducted by or through the principal real estate broker must at all times be open for inspection by the Real Estate Commissioner or the commissioner's authorized representatives. OAR 863-015-0260(2) (1-1-18 Edition) states that a principal broker must maintain at the principal broker's office a means of viewing copies of documents or records. A principal broker must provide, at his or her expense, a paper copy of any document or record the Agency requests.
1.35 All of the above demonstrates incompetence and untrustworthiness in performing any act for which Gibbs is required to hold a license and conduct that is below the standard of care for the practice of professional real estate activity.

(8) **Violation:** Through her actions listed above, Gibbs violated ORS 696.301(12) and (15) (2017 and 2019 Editions) which states the Real Estate Commissioner may suspend or revoke the real estate license of any real estate licensee, reprimand any real estate licensee or deny the issuance or renewal of a license to an applicant who has demonstrated incompetence or untrustworthiness in performing any act for which the real estate licensee is required to hold a license and engaged in any conduct that is below the standard of care for the practice of professional real estate activity in Oregon as established by the community of individuals engaged in the practice of professional real estate activity in Oregon.

2.

2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301. Based on these violations a reprimand is appropriate for violations of ORS 696.301(3), (6), (12), and (15).

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, OREA may rely on one or more of the definitions contained in ORS 696.010.

2.4 According to ORS 696.775, the lapsing, expiration, revocation or suspension of a real estate license, whether by operation of law, order of the Real Estate Commissioner or decision of a court of law, or the inactive status of the license, or voluntary surrender of the license by the real estate licensee does not deprive the commissioner of jurisdiction to: (1) proceed with an investigation of the licensee; (2) conduct disciplinary proceedings relating to the licensee; (3) Take action against a licensee, including assessment of a civil penalty against the licensee for a violation of ORS 696.020(2); or (4) revise or render null and void an order suspending or revoking a license.

**STIPULATION & WAIVER**
I have read and reviewed the above findings of fact and conclusions of law which have been submitted to me by the Agency and, further, the order which follows hereafter. I understand that the findings of fact, conclusions of law, and this stipulation and waiver 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. Hearings are 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. 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 may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I 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.

I agree, once the Commissioner executes this stipulated order, that I will accept service of the final order by email and hereby waive the right to challenge the validity of service.

ORDER

IT IS HEREBY ORDERED that Gibbs' principal broker license be, and is hereby is, reprimanded.

IT IS SO STIPULATED:

BRITTANY ANN GIBBS

Date 8/26/2020 | 4:17 PM PDT

IT IS SO ORDERED:

STEVEN STRODE

Real Estate Commissioner

Date 8/27/2020 | 11:04 AM PDT

Date of Service: 08/27/2020