



AN IMPROPER DELIVERY

This case highlights the importance of delivering documents to your clients, whether they have been requested or not.

THE SITUATION:

The Board received a written complaint from Samuel and Maryann Sheridan (“Sheridans”) concerning their agent, Ms. Victoria Marino (“Marino”).

Ms. Marino received her real estate license in 1976 and her broker license in 1992. She was the principal broker of Creek Management.

THE INVESTIGATION:

On September 20, 2017, the Sheridans entered into a property management agreement (“PMA”) with Creek Management to manage 2631 Hillside Drive, Dulles, VA 20101 (“Hillside Property”). Dimitri Beake (“Beake”), Leasing Agent for Creek Management, signed the PMA on behalf of Creek Management.

On October 23, 2017, Creek Management, as Lessor, and Eric Burgess, as Lessee, entered into a Residential Lease for Hillside Property. The lease was signed by Beake, on behalf of the Sheridans, as Lessor.

On October 23, 2017, Robert Liu (“Liu”), the bookkeeper for Creek Management, sent a letter to the Sheridans, notifying them that the property had been leased and the new tenant would take possession on October 23, 2017. Additionally, the letter stated, “If you desire a copy of the lease for



your files, or if you have any questions concerning the upcoming tenancy, please feel free to contact our office.”

On April 23, 2018, the Sheridans requested that the PMA with Creek Management not be renewed. On August 10, 2018, Creek Management ceased managing the property. The Sheridans stated they never received a copy of the lease.

The Sheridans did not request a copy of the lease from Creek Management.

Beake stated that it was not part of his job to send copies of leases to property owners after he signed a lease. Beake stated that if it was part of protocol for leases to be sent out, then Liu would have sent a copy along with the notification letter.

Marino thought that the Sheridans did receive a copy of the lease but was not sure if they had actually requested a copy or how the Sheridans would have received a copy of the lease. Additionally, Marino stated that copies of leases are not provided unless requested. Creek Management’s policy and procedures manual did not specifically address providing copies of documents to owners.

THE RESULT:

The Board determined that Marino failed to make prompt delivery to each principal to a transaction, complete and legible copies of any lease. The Board issued a fine of \$500 and required her to complete four classroom hours of continuing education pertaining to property management and real estate agency.

Published July 2020