



Taking Instruction from Unauthorized Parties

This case examines a scenario in which a real estate licensee took instructions from a spouse who was not an owner, not included on the listing agreement, and not authorized by the owner to make decisions for the property. Regardless of who may be at a listing appointment, only legal owners should be included on the listing agreement, and the agent should only take instructions from the owner or someone the owner gives authority to in writing.

The Situation:

On October 2, 2018, Raheem Colon was issued a real estate salesperson license.

On September 29, 2023, the Department of Professional and Occupational Regulation received a complaint against Colon.

The Investigation:

On February 12, 2021, Colon entered into a listing agreement with the owner, Clyde Hammond, of 4813 Fleming Way, Richmond, VA 23224 ("Lot A"). Hammond also owned the adjacent lot, 4817 Fleming Way, Richmond, VA ("Lot B"). While Hammond was married, and Marnie Cervantes was at the initial listing meeting, Cervantes was not an owner of the property and was not listed on the listing agreement. During the investigation, Colon stated they considered the couple to be their client, even though only Hammond signed the Listing Agreement.

Colon stated that "from my very first communication with Hammond, Cervantes acted as the 'go-between' and that I didn't even have contact information for Hammond." Hammond did not have a flexible work schedule and was not as easy to reach.

On July 28th, Cervantes asked Colon to remove the property from the MLS because it had not sold. Colon removed the property from the MLS but never communicated with Hammond, the actual owner, about this. A few hours later, Cervantes called back and stated that Hammond was upset with her, wanted the property relisted, and that she should no longer be involved in the transaction.

Approximately 6 weeks after that incident, Cervantes texted Colon and said, in part, “per discussion this afternoon I will want you to reduce the price [by \$25,000].” That day, Colon reduced the price of Lot A in the MLS by \$25,000, as requested by Cervantes. Again, Colon did not communicate directly with Hammond. During the investigation, Colon stated both in an interview and email that he did not recall or have a copy of the price change form signed by Hammond.

During the investigation, Colon claimed that there was a conference call with himself, his broker, Hammond, and Cervantes where a price reduction was discussed. Colon asked the couple to follow up with an email letting them know to proceed with the price reduction.

The Results:

Colon was found to have violated Section 54.1-2131.A.1 of the Code of Virginia. Colon was fined a monetary penalty of \$1,200, placed on probation, and required to take 6 hours of contracts and 3 hours of agency.

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