



Attention to Basic Details

On March 20, 2022, Anthony was issued a Real Estate Salesperson license. Anthony's license is associated with the licensed National Real Estate Firm.

On December 26, 2022, Stephen entered into a Listing Agreement with National for the sale of real property.

On March 24, 2023, Max entered into a Right to Represent Buyer Agreement with National Firm. Max and Stephen acknowledged that Anthony was representing both parties and acting as a Dual Agent by ratifying a Disclosure of Dual Agency or Dual Representation in a Residential Real Estate Transaction form.

Also on March 24, 2023, Max as buyer and Stephen as seller entered into a purchase agreement for the subject property. National was both the Listing Firm and Selling Firm. Anthony was the disclosed Dual Agent in the transaction.

On March 25, 2023, Max submitted a \$5,000 earnest money deposit to the Escrow Agent via wire transfer, as specified in the Contract.

The Contract specified the wrong legal description, no tax parcel number, and was missing a portion of the address as recognized by the United States Postal Service.

The section of the Contract regarding Residential Property Disclosure was not completed.

Under additional terms, the Contract stated, "Offer includes primary residences and 2 additional lots." The Contract did not specify any identifiers for the "2 additional lots."

On April 22, 2023, Max sent an email to Anthony indicating the legal description nor parcel ID was mentioned in the contract. Max was purchasing the property based only on supplied visuals or those available via public record. Max's lender could not move forward because the Contract did not have the exact information of which parcels were being sold.

On or about May 13, 2023, a survey was completed of the subject properties. Anthony paid for the additional survey of the subject properties. The lots were found to be owned by Stephen.

On May 25, 2023, the parties entered into an addendum to the purchase agreement. In part, the addendum correctly identified the parties in the transaction, correctly identified the subject properties, and specified Stephen had full legal authority to convey the subject properties.

On June 14, 2023, Max sent an email to Anthony. In summary, the email stated the Max was terminating the Contract and terminating his agency relationship with National. Anthony responded and accepted the termination.

On October 13, 2023, DPOR received Max's complaint, in which Max alleged Anthony misrepresented parcels available for sale and property ownership.

Anthony was found in violation of 18 VAC 135-20-300 (Misrepresentation/Omission) because he failed to include the complete terms and conditions of the real estate transaction in the Contract.

Anthony was fined \$600 and required to take six hours of Contract Writing education.

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