

EMDs and Ordinary Care  
Broker News Case Study  
June 2, 2026

**The Facts:** On March 18th, 2025, Buyer Dr. Robby Robinavitch (“Dr. Robby”) signed an exclusive right to represent buyer agreement with agent Frank Langdon (“Langdon”) for purchase of a home near Pennington Gap, VA. Langdon had been a licensee for over 20 years at that point. On April 18th, Dr. Robby submitted an offer to purchase property located at 123 Pitt Lane in Pennington Gap from seller Samira Mohan (“Mohan”). Mohan was represented by her listing agent, Dana Evans (“Evans”). The Purchase Agreement for the property stated that an earnest money deposit of \$1,000 was to be held by Powell Valley Title & Settlement (“Powell Valley”). The Purchase Agreement was ratified on April 20th, and closing was set for May 25th, 2025.

A Home Inspection Contingency Addendum (“Contingency Addendum”) was executed on April 20th, stating the buyer had 10 days (April 30th) to make any repair requests or terminate based on the home inspection. Dr. Robby lived in Pittsburgh, and there was a slight language barrier between him and Langdon. Langdon stated that Dr. Robby had issues being preapproved for a loan before finally finding one. A home inspection was performed on April 27th, during which Dr. Robby participated by FaceTime rather than being there in person. Langdon testified that originally Dr. Robby was supposed to attend in person and bring the EMD with him. After seeing the results of the home inspection, Dr. Robby decided to terminate the contract.

On May 2nd, Langdon emailed Evans a termination notice, release, and home inspection removal form. On May 5th, Powell Valley notified Evans that the EMD was never delivered as agreed to in the contract. Evans then emailed Langdon to inform him of that fact. On May 12th, Evans emailed Langdon a demand letter from her attorney regarding the EMD. Dr. Robby and Mohan signed a release on May 25th in which Dr. Robby agreed to pay the seller a fee that included the \$1,000 EMD as well as other fees incurred by Mohan.

**The Findings:** Langdon failed to exercise ordinary care by ensuring that Dr. Robby delivered the EMD to Powell Valley in a timely manner. Additionally, he failed to submit the notice of termination within the agreed-upon home inspection contingency period.

**Result:** The Board found Langdon in violation of § 54.1-1231.A.4 of the Code of Virginia and fined him \$550, with \$350 in board costs bringing the total fee to \$900. Langdon also agreed to complete at least three classroom hours of PL education on Escrow Requirements and provide proof of attendance within six months.