**BEFORE THE REAL ESTATE COMMISSION**

**STATE OF NEVADA**

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| SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA,<br><br>Petitioner,<br><br>vs.<br><br>ALISON D'AINTREE and JOHN D'AINTREE,<br><br>Respondents. | Case Nos. 2023-166 and 2023-1096<br><br>**STIPULATION AND ORDER FOR SETTLEMENT OF DISCIPLINARY ACTION** |

FILED

AUG 20 2024

REAL ESTATE COMMISSION

BY Kelley Valadez

This Stipulation for Settlement of Disciplinary Action ("Stipulation") is entered into by and between the State of Nevada, Department of Business and Industry, Real Estate Division ("Division"), through its Administrator Sharath Chandra ("Petitioner"), by and through their attorney of record, Christal Park Keegan, and Alison and John D'Aintree ("RESPONDENTS").

RESPONDENTS, at all relevant times mentioned in this Complaint, held themselves out and/or otherwise performed acts as a person licensed as a Broker/Salesperson, and/or property manager permit holder, in the State of Nevada. RESPONDENTS are, therefore, subject to the jurisdiction of the Division and the Commission, and the provisions of NRS chapter 645 and NAC chapter 645.

**SUMMARY OF FACTUAL ALLEGATIONS SET FORTH IN THE COMPLAINT**

1. On or about March 13, 2023, this matter came to the Division by way of a citizen's complaint alleging unlicensed property management of the Subject Property located at 1092 Deer Cliff Drive, Zephyr Cove, Nevada. *NRED 060 – 061.*

2. At all times relevant, the Subject Property was a vacation home rental owned by Randall D. Taintor III. *NRED 025.*

3. There is no evidence that RESPONDENTS had an ownership interest in the Subject Property. *NRED 025 – 030.*

4. RESPONDENTS own High Level Services, which advertised that it provided "High Level of Management Services for Tahoe Vacation Rentals". *NRED 063.*

5. RESPONDENTS do not hold an active Nevada Real Estate license. *NRED 003 – 004.*

6. Therefore, RESPONDENTS also do not hold a valid Nevada Property Management permit. *NRED 003 – 004.*

7. RESPONDENTS claimed their company is a vacation rental cleaning company, but their website made representations that it undertook property management activities. *NRED 025, and NRED 019 – 024.*

8. Between about March 13, 2023 and December 29, 2023, the RESPONDENTS advertised themselves as host of the Subject Property on Vrbo® and/or Airbnb. *NRED 052, NRED 049, NRED 044, NRED 039, NRED 036, NRED 033.*

9. The RESPONDENTS do not deny that they advertised for the Owner on his behalf. *NRED 063.*

10. RESPONDENTS admitted that they "may have mentioned to [Complainant] that we were Randall's property manager." *NRED 063.*

11. RESPONDENTS admitted that they may have used the term "property manager" incorrectly as they failed to realize the difference between "managing/taking care of his property on his behalf" and "an actual 'licensed realtor/property manager'". *NRED 063.*

12. RESPONDENTS claim they do not receive money for "help[ing] him 'manage'", but she was compensated for cleaning the Subject Property after renters. *NRED 063.*

13. RESPONDENTS admitted they manage the Owner's property "in the sense of, cleaning his property after renters, overseeing any issues/repairs in the house, and checking up on his property regularly, on his behalf and to make sure everything is ok, and being his local contact". *NRED 063.*

14. Therefore, on or about October 26, 2023, the Division issued a Cease & Desist upon the RESPONDENTS. *NRED 008 – 014.*

15. On or about December 28, 2023, the Division notified the RESPONDENTS it intended to pursue formal administrative action. *NRED 017 – 018.*

16. The very next day, RESPONDENTS was represented on Vrbo® as "Property Manager". *NRED 033.*

## SUMMARY OF ALLEGED VIOLATIONS

17. RESPONDENTS violated NRS 645.230(1)(a) pursuant to NRS 645.260 when they offered, attempted, agreed to do, and/or otherwise engaged in the business of property management, rental and/or lease thereof, for another or others, in Nevada, without a license, either directly, or indirectly through their cleaning services, for compensation and/or the intention or expectation of receiving compensation.

18. RESPONDENTS violated NRS 645.230(1)(b) when they engaged in unpermitted property management.

## PROPOSED SETTLEMENT

In an effort to avoid the time and expense of litigating these issues before the Commission, the RESPONDENTS do not contest the violations alleged, and the parties desire to compromise and settle the instant controversy upon the following terms and conditions:

1. RESPONDENTS, jointly and severally, agree to pay the Division a total amount of $5,892.64 ("Amount Due"), consisting of a $1,250 fine for each case (Case Nos. 2023-166 and 2023-1096) imposed by the Division, the Division's pre-hearing costs and fees in the amount of $440 per case, and the Attorney's pre-hearing costs and fees in the amount of $2,512.64 for both cases.

a. The Amount Due shall be payable to the Division as follows:

RESPONDENTS shall pay $500 a month, with monthly payments to start thirty (30) days after approval of this Stipulation by the Commission, as follows:

**11 Payments at $500/month**

**12th and Final Payment at $392.64**

For a total payment of $5,892.64, as being the total Amount Due hereunder. At any time, RESPONDENT may elect to make pre-payments on the Amount Due with no penalties so long as the monthly amount due in the annual period is satisfied in full as specified above.

2. RESPONDENTS also agree not to "oversee", "manage", "host", or otherwise perform activities upon Nevada properties that they do not personally own without the required Nevada real estate license and property management permit.

3. RESPONDENTS and the Division agree that by entering into this Stipulation, the Division does not concede any defense or mitigation RESPONDENTS may assert and that once this Stipulation is approved and fully performed, the Division will close its file in this matter.

4. The Division agrees not to pursue any other or greater remedies or fines in connection with RESPONDENTS alleged conduct referenced herein. The Division further agrees that unless RESPONDENTS fail to make timely payment or continues to engage in activities without the required Nevada real estate license and property management permit, the Division will not bring any claim or cause directly or indirectly based upon any of the facts, circumstances, or allegations discovered during the Division's investigation and prosecution of this case.

5. RESPONDENTS agree and understand that by entering into this Stipulation, RESPONDENTS are waiving their right to a hearing at which RESPONDENTS may present evidence in their defense, their right to a written decision on the merits of the complaint, their rights to reconsideration and/or rehearing, appeal and/or judicial review, and all other rights which may be accorded by the Nevada Administrative Procedure Act, the Nevada Real Estate Brokers and Salespersons statutes and accompanying regulations, and the federal and state Constitutions. RESPONDENTS understands that this Agreement and other documentation may be subject to public records laws. The Commission members who review this matter for approval of this Stipulation may be the same members who ultimately hear, consider, and decide the Complaint if this Stipulation is either not approved by the Commission or is not timely performed by RESPONDENTS. RESPONDENTS fully understand that they have the right to be represented by legal counsel in this matter at their own expense.

6. Each party shall bear their own attorney's fees and costs, ***except*** as the Division's Attorney's pre-hearing costs provided above.

7. Approval of Stipulation. Once executed, this Stipulation will be filed with the Commission and will be placed on the agenda for approval at its next public meeting. The Division will recommend to the Commission approval of the Stipulation. RESPONDENTS agree that the Commission may approve, reject, or suggest amendments to this Stipulation that must be accepted or rejected by RESPONDENTS before any amendment is effective.

8. Withdrawal of Stipulation. If the Commission rejects this Stipulation or suggests amendments unacceptable to RESPONDENTS, RESPONDENTS may withdraw from this Stipulation, and the Division may pursue its Complaint before the Commission. This Stipulation then shall become null and void and unenforceable in any manner against either party.

9. Release. In consideration of the execution of this Stipulation, RESPONDENTS for themself, their heirs, executors, administrators, successors, and assigns, hereby releases, remises, and forever discharges the State of Nevada, the Department of Business and Industry, and the Division, and each of their respective members, agents, employees, and counsel in their individual and representative capacities, from any and all manner of actions, causes of action, suits, debts, judgments, executions, claims, and demands whatsoever, known and unknown, in law or equity, that RESPONDENTS ever had, now has, may have, or claim to have against any or all of the persons or entities named in this section, arising out of or by reason of the Division's investigation of this action, this disciplinary action, and all matters related thereto.

10. Indemnification. RESPONDENTS hereby agree to indemnify and hold harmless the State of Nevada, the Department of Business and Industry, Petitioner, the Division, and each of their respective members, agents, employees, and counsel, in their individual and representative capacities, against any and all claims, suits, and actions brought against said persons and/or entities by reason of the Division's investigation, this disciplinary action, and all other matters relating thereto, and against any and all expenses, damages, and costs, including court costs and attorney fees, which may be sustained by the persons and/or entities named in this section as a result of said claims, suits, and actions.

11. Default. In the event of default, RESPONDENTS agree that the unpaid balance of the administrative fine and costs, together with any attorney's fees and costs that may have been assessed, shall be due in full to the Division within ten calendar days of the date of default. Debt collection actions for unpaid monetary assessments in this case may be instituted by the Division or its assignee.

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12. RESPONDENTS has signed and dated this Stipulation only after reading and understanding all terms herein.

DATED this 18 day of April 2024.

By: _____
ALISON D'AINTREE
Respondent

By: _____
JOHN D'AINTREE
Respondent

DATED this 22 day of April 2024.

NEVADA DEPARTMENT OF BUSINESS AND INDUSTRY, REAL ESTATE DIVISION

By: _____
SHARATH CHANDRA

Approved as to form:

AARON D. FORD
Attorney General

By: _____
CHRISTAL F. KEEGAN (Bar No. 12725)
Deputy Attorney General
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*Attorney for Real Estate Division*

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**STATE OF NEVADA**

SHARATH CHANDRA, Administrator, REAL ESTATE DIVISION, DEPARTMENT OF BUSINESS AND INDUSTRY, STATE OF NEVADA,

Petitioner,

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FILED

AUG 20 2024

REAL ESTATE COMMISSION

BY Kelly Valadez

The Stipulation for Settlement of Disciplinary Action having come before the Real Estate Commission, Department of Business and Industry, State of Nevada, during its regular agenda on August 13-15, 2024, and the Commission being fully apprised of terms and good cause appearing.

IT IS ORDERED that the foregoing Stipulation and Order for Settlement of Disciplinary Action, submitted by Petitioner and Respondents, is approved in full and shall become effective immediately.

Dated: August 20, 2024.

NEVADA REAL ESTATE COMMISSION

By: _____
President, Nevada Real Estate Commission

AARON D. FORD
Attorney General

By: epkeegan
CHRISTAL P. KEEGAN (BarNo. 12725)
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