

BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION

MISSISSIPPI REAL ESTATE COMMISSION

vs.

NO. 019-1904

GLEN HUGH REED, BROKER

RESPONDENT

AGREED ORDER

This cause came before the Mississippi Real Estate Commission (sometimes hereinafter “Commission”) pursuant to authority of Miss. Code Ann. §73-35-1, et seq. on a formal complaint brought against Respondent Glen Hugh Reed, Broker. Prior to a hearing before the Commission, it was announced that an agreement was reached as to the resolution of the matters alleged and any disciplinary actions that may be imposed upon the Respondent, Glen Hugh Reed, Broker. This agreement is in lieu of further disciplinary proceedings on this Complaint. By entering into this Agreed Order, Respondent Glen Hugh Reed waives his right to a hearing with full due process, any right to assistance of legal counsel, and the right to appeal any adverse decision resulting from that hearing. Having reached an agreement on the matter, the Commission issues this, its Findings of Fact, Conclusions, and Disciplinary Order as follows:

I.

Respondent, Glen Hugh Reed (sometimes hereinafter called “Reed” or “Respondent”), is an adult resident citizen of Mississippi whose last known address of record with the Commission is 1450 Amberjack Dr., Gautier, MS 39553. Respondent Reed is the holder of a Broker license issued by the Commission pursuant to Miss. Code Ann. §§73-35-1, et seq., and, as such, he is subject to the provisions, rules, regulations and statutes governing the practice of real estate under Mississippi law and the administrative rules of the Mississippi Real Estate Commission.

II.

On April 4, 2019 this office received a sworn statement of complaint from Tom & Janice Dierickx (“the Dierickxs”) of Bellevue, Iowa. Their complaint stated that on 4/24/2018 they purchased a duplex located at 829 Hardy Avenue in Gulfport, MS. Based on a referral, that same day they signed a property management agreement with Respondent Glen Hugh Reed. The Complainants required someone close to this rental property to take care of needed renovations, marketing the property after the renovations, and day to day responsibilities of renting the property. Their complaint stated that Broker Reed failed to furnish them copies of signed documents at the time of the document execution. They stated that Reed was unable to meet with them to get the documents signed so he sent his unlicensed administrative assistant, Christa Couch, to meet them at a UPS store in Gulfport. The unlicensed assistant did not give the Complainants copies of any of the documents they signed, and, as of the date of their complaint, the Complainants had only recently received a copy of their management agreement. The WWREB form between Reed and Tom Dierickx has the box “client - Landlord’s agent “checked but Deirickx signed it as a “customer”.

III.

Renovations to the property, managed by Respondent Reed, were extensive, over the complainants’ budget, and not completed by the owner’s goal of 8/1/2018. The Dierickxs’ accountant wanted invoices from suppliers and contractors to differentiate maintenance expenses from depreciation expenses, for tax purposes. Supplier invoices were requested on major items like doors, flooring, appliances and other items. Respondent Reed failed to provide any invoices for charges, which amounted to \$8,637.13 and \$5,420.01 and were included in an 8/8/2018 billing statement, thus, a full accounting was not provided to the clients as requested, when requested.

IV.

There was another complaint issue concerning grass sod that Reed bought and had delivered on 8/10/2018. The Dierickx's helped install it on 8/13/2018. Reed was to keep it watered. It "greened up" so well that Reed ordered a Weed & Feed treatment. The Dierickx's son lives in New Orleans and drove up to view the property on 9/15/2018. He called his parents to say that the grass was dead. When notified of this, Reed stated that if the Weed and Feed treatment he had ordered caused the grass to die, then Reed said he would get a refund from the sod company or a settlement from the lawn service. The complainants received neither from Reed. They were never billed for the Weed & Feed Treatment from the lawn service. Reed explained that he ordered sod from Home depot, not from a nursery as the Dierickxs believed, had it delivered by Home Depot, and had some workmen assist the Dierickx's in laying it. An invoice for this was contained in Reed's response. One or both of the workmen apparently followed up by watering the sod for approximately 2 weeks. After this period passed, Dierickx and Reed discussed a Weed and Feed application. This application was performed by the same workers hired to help lay the sod. Other services were performed by the unlicensed assistant, Couch, and her adult son, such as mowing and yardwork.

V.

The complaint also alleged that in February of 2019, Reed allowed a tenant in Unit A to terminate the lease 7 months early with no prior discussion with the Complainants or documentation to support his decision. When the Dierickxs received the March invoice from Reed showing the disbursements paid to them, a security deposit in the amount of \$995.00 was not included in the amount of the disbursement; even though it was reflected on the invoice along with two other amounts which were given to them. There was also a nonrefundable pet fee in the amount of \$250.00 collected by Reed that was not turned over to the owners. Mr. Dierickx was present at the exit walk through and he