1 of 5 - Stipulated Final Order - Alfredo L. Urena

1 **REAL ESTATE AGENCY** 2 BEFORE THE REAL ESTATE COMMISSIONER 3 4 In the Matter of the Real Estate License of 5 6 ALFREDO L. URENA STIPULATED FINAL ORDER 7 8 9 10 The Oregon Real Estate Agency (Agency) and Alfredo Urena (Urena) do hereby agree 11 and stipulate to the following: 12 FINDINGS OF FACT 13 AND 14 CONCLUSIONS OF LAW 15 1. 16 At all times mentioned herein, Urena was licensed as a real estate broker with 1.1 17 John L. Scott-Slm. 18 1.2 On January 25, 2023, the Agency received a complaint from Hilda Porras 19 (Porras) against Urena. The Agency opened an investigation. 20 1.3 Porras stated in the complaint that Urena wrote a sales agreement for Porras to 21 purchase a property in Salem, OR (Property). 22 1.4 On October 2, 2021, Porras signed a sales agreement to purchase the Property 23 for \$415,000.00 with \$1,000.00 earnest money and \$99,000.00 down payment. Urena is listed 24 as the broker representing both the buyer and the seller. According to Urena, there were 25 problems with the first transaction, and too many changes. He told the Agency he did not 26 terminate the transaction, but that the contract expired. 27 1.5 On January 12, 2022, Porras signed a new sales agreement to purchase the 28 Property for \$365,000.00 with \$1,000.00 earnest money and \$49,000.00 down payment. 29 Urena is listed as the broker representing both buyer and seller. 30

- 1.6 Line 40 on the sales agreement states that \$1,000.00 earnest money is herein receipted for.
- 1.7 Lines 307-310 on the sales agreement state that the \$1,000.00 earnest money will be deposited into escrow within three days.
- 1.8 Line 318 on the sales agreement states the deposit shall be placed with Escrow or Buyer's Agent's Firm's Client Trust account no later than 5:00 pm on the last day of the Deposit Deadline.
- 1.9 In an interview with Agency Investigator Dylan Ray (Ray), Urena confirmed that he accepted an envelope that contained the \$1,000.00 earnest money and \$49,000.00 down payment in cash and delivered it directly to the sellers.
- 1.10 In an interview with Ray, Urena stated that he did not count the money, but that it was counted by Porras at the table near him, and he was told the envelope contained \$50,000.00.
- 1.11 Following the settlement conference with the Agency, the Agency received an email on August 14, 2023, containing a signed statement dated August 10, 2023. In the statement, the sellers stated that "...on October 26, 2021, received from Alfredo Urena an envelope containing \$50,000. sent by Porras." Urena provided the \$50,000.00 to the sellers seven days after it was given to him from Porras.
- 1.12 In an email from Urena, he stated that he did not produce a receipt or any documentation to acknowledge the deposit to the sellers.
- (1) Conclusion of Law: By failing to deposit the \$1,000.00 earnest money directly with escrow, and instead delivering it directly to the sellers, Urena violated ORS 696.301(3) as it incorporates ORS 815(2)(a)(b), and ORS 696.815(5)(b) (2021 Edition).
- (2) Conclusion of Law: By not providing a receipt or written documentation acknowledging the \$49,000.00 down payment between buyer and seller, Urena violated ORS 696.301(3) and its implementing rule OAR 863-015-0250(1)(d) (1/1/2023 Edition).
- 1.13 In the Disclosed Limited Agency Agreement for Buyers, and the Disclosed Limited Agency Agreement for Sellers, provided to the Agency and exhibited in the Agency's investigative report, both forms were incomplete.

- 1.14 Line 18 of Disclosed Limited Agency Agreement for Buyers requires that buyer acknowledge that they had received the Oregon Real Estate Agency's Initial Agency Disclosure Pamphlet and have discussed with the Agent the "Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction." Urena did not have the buyer complete this section.
- 1.15 Lines 19-24 require that the buyer consents to whether an Agent may or may not 1) represent the seller in any transaction involving the Buyer; and 2) represent other buyers in making an offer on the same property as Buyer. Urena did not have the buyer complete this section.
- 1.16 Line 18 of Disclosed Limited Agency Agreement for Seller requires that seller acknowledge that they had received the Oregon Real Estate Agency's Initial Agency Disclosure Pamphlet and have discussed with the Agent the "Duties and Responsibilities of an Agent Who Represents More than One Client in a Transaction." Urena did not have the sellers complete this section.
- 1.17 Lines 21-22 require that the seller consents to whether an Agent may or may not 1) represent one or more buyers in a transaction involving the listed property. Urena did not have the sellers complete this section.
- (3) Conclusion of Law: By failing to obtain express written permission from both the buyer and sellers on the Disclosed Limited Agency Agreements, Urena violated ORS 696.301(3) as it incorporates ORS 696.870(3)(c) (2021 Edition) and ORS 696.815(2)(c) (2021 Edition).
- 1.18 All of the above demonstrates incompetence or untrustworthiness in performing acts for which the real estate licensee is required to hold a license and conduct that is below the standard of care for the practice of professional real estate activity in Oregon.
- (4) Conclusion of Law: Based on the foregoing, Licensee is subject to discipline under ORS 696.301(12) and (15) (2021 Edition).

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- 2.1 The foregoing violations are grounds for discipline pursuant to ORS 696.301.
- 2.2 The Agency reserves the right to investigate and pursue additional complaints that may be received in the future regarding this licensee.

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2.3 In establishing the violations alleged above, the Agency may rely on one or more of the definitions contained in ORS 696.010.

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STIPULATION AND WAIVER

I, Alfredo L. Urena, have read and reviewed this Stipulated Final Order and its Findings of Fact, Statements of Law and Conclusions of Law. I understand that the Findings of Fact, Conclusions of Law and this Stipulation and Waiver of Hearing rights embody the full and complete agreement and stipulation between the Agency and me. I further understand that if I do not agree with this stipulation, I have the right to request a Hearing on this matter and to be represented by legal counsel at such a Hearing. I also understand that any Hearing would be conducted in accordance with the procedures set forth in ORS Chapter 183 and in accordance with the Rules of Practice and Procedure adopted by the Attorney General of the State of Oregon. By signing this Stipulated Final Order, I freely and voluntarily waive my rights to a Hearing, to representation by legal counsel at such a Hearing, and to judicial review of this matter.

I hereby agree and stipulate to the above Findings of Fact and Conclusions of Law and understand that the Order which follows hereafter, which I have also read and understand, may be completed and signed by the Real Estate Commissioner or may be rejected by the Real Estate Commissioner. I further understand that, in accordance with the provisions of ORS 696.445(3), notice of this Order shall be published in the Oregon Real Estate News Journal.

In addition to all of the above, I agree that once the Commissioner executes this Stipulated Final Order, I will accept service of the Stipulated Final Order by email, and hereby waive the right to challenge the validity of service.

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ORDER IT IS HEREBY ORDERED that Alfredo Urena's broker license be, and hereby is reprimanded. IT IS SO STIPULATED: IT IS SO ORDERED: DocuSigned by: Steve Strode ALFREDO L. URENA STEVEN STRODE Real Estate Commissioner Date 06-11-2024 Date _6/17/2024 | 4:42 PM PDT Date of Service: 6/17/2024