

BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION

MISSISSIPPI REAL ESTATE COMMISSION

COMPLAINANT

VS.

NO. 21-1804

ANDREA G. LEWIS, 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.*, as amended, on a formal complaint brought against Andrea G. Lewis, Broker. Prior to the hearing before the Commission, the parties announced their agreement as to the allegations of the complaint and disciplinary action for the Respondent Andrea G. Lewis, all as set forth herein. By entering into this Agreed Order, Respondent waives her right to a hearing with full due process and the right to appeal any adverse decision resulting from that hearing. Having reached an agreement on this matter, the Commission issues its Findings of Fact, Conclusions of Law and Disciplinary Order as follows:

FINDINGS OF FACT

I.

Respondent Andrea G. Lewis, sometimes hereinafter "Respondent" or "Lewis," is an adult resident citizen of Mississippi, whose last known address of record with the Commission is 102 Landsdown Drive, Vicksburg, Mississippi 39180. Respondent Lewis

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is the holder of a real estate broker's license issued by the Commission pursuant to Miss. Code Ann. §§73-35-1, *et seq.*, as amended and, as such, she is subject to all of the provisions, rules, regulations and statutes governing the sale and transfer of real estate and licensing of real estate brokers under Mississippi law.

II.

On or about April 10, 2018 the Commission received a sworn complaint from Farrah Cox (sometimes hereinafter "Complainant" or "Complainant Cox") submitted on behalf of her mother-in-law, Mable Cox (sometimes hereinafter "Mable"). Complainant Cox stated that Respondent Andrea Lewis had listed Mable Cox' house for sale located at 1415 Highway 3, Redwood, Mississippi 39154 in August, 2017. Thereafter, the Commission initiated an investigation of the sworn complaint.

III.

Complainant Cox complained that she reviewed the online listing for Mable's home and noted several errors in the listing as of August, 2017. A primary error regarded an incorrect listing of bedrooms in the home. Complainant advised Mable that she should contact her agent, Respondent Lewis, to request corrections of the online listing. Complainant stated that Mable informed Lewis of the errors to be corrected but that the online listing still reflected errors as late as November, 2017. Complainant Cox complained that Respondent Lewis had not been diligent to assure that the listing of the home was accurate. Additionally, Complainant Cox complained she believed Mable had not received copies of the listing agreement at the time she had signed same as is required.



Complainant Cox complained that she then reached out to Respondent Lewis to voice her concerns regarding the listing of the home and issues with copies of the listing documents.

IV.

Respondent Lewis' listing agreement for Mable Cox' home expired on or about February 21, 2018 and Mable Cox thereafter listed the home for sale with another broker, Tonya Bounds. Complainant Cox claimed that Respondent Lewis' yard sign and key dropbox were not timely removed from the property upon expiration of Respondent's listing but were removed by Complainant Cox and family members days later.

V.

Ultimately, Respondent Lewis informed the new listing Broker Bounds that she had a potential buyer, Earls, who was interested in the property. Respondent Lewis had shown Mable's home to Earls previously when she held the listing. A new Property Condition Disclosure Statement (PCDS) was completed, negotiations ensued and a contract between Earls and Mable Cox was executed. Following Earls' subsequent inspection of the property, his offer was withdrawn due to certain concerns with the condition of the property. Earls was released from the contract and his earnest money was returned.

VI.

During the Commission investigation, Respondent Lewis cooperated fully with the Commission investigation. Documents and responses were received from Respondent Lewis regarding the allegations in the sworn complaint. Lewis denied that she had failed to diligently represent Mable Cox during the period of her listing of Cox' home and denied

that she had been instructed by Mable to make changes to the online listing. Documents and evidence obtained during the Commission investigation reflect that changes to the listing were made by Lewis following communications with Complainant.

VII.

During the Commission investigation, Respondent Lewis admitted she had shown the property during her period of holding the listing to Earls and to "other potential buyers." Upon inquiry by the Commission, Respondent was unable to provide documentation that Earls or any other potential buyer had completed the required Working With Real Estate Broker forms upon meeting with Lewis to view the property during her period of listing the property. Respondent Lewis did not provide documentation that her buyer client Earls had ever signed or dated the PCDS delivered to him prior to his execution of the contract to purchase the property.

CONCLUSIONS OF LAW

VIII.

The Commission and Respondent agree that the above and foregoing described acts and omissions, if proved at hearing before the Commission upon clear and convincing evidence, could constitute violations of Miss. Code Ann. §§73-35-1, *et seq.*, as amended, and the Rules and Regulations of the Commission, and, more specifically, Miss. Code Ann. §73-35-21(1)(n) and Rules 3.2G, 4.1 G, 4.2G, 4.2H, and 4.3B, which provide, in relevant parts: