

BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION

MISSISSIPPI REAL ESTATE COMMISSION

COMPLAINANT

VS.

No. 011-1803

**RICHARD LYNN LEWIS, BROKER
DIANA LYNN CUPPLES, SALESPERSON, and
EHRIN NICOLE NEESE, SALESPERSON**

RESPONDENTS

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 Respondents Richard Lynn Lewis, Broker, Diana Lynn Cupples, Salesperson, and Ehrin Nicole Neese, Salesperson. 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 Respondents. This agreement is for a suspension of each Respondent’s license in lieu of further disciplinary proceedings. By entering into this Agreed Order, all three Respondents waive his/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 the matter, the Commission issues its Findings of Fact, Conclusions, and Disciplinary Order as follows:

I.

Respondent Richard Lynn Lewis, Broker, sometimes hereinafter "Respondent" or "Lewis" is an adult resident citizen of MS whose last known address of record with the Commission is 1761 Dancy Blvd., Horn Lake, MS 38638. Respondent Lewis is the holder of a real estate broker's license issued by the Commission pursuant to Mississippi Code Ann. §73-35-1, et seq., as amended and, as such, he is subject to the provisions, rules, regulations and statutes governing the sale, transfer and management of real estate and licensing of real estate brokers under Miss. law. At all relevant times, Respondent Lewis was the responsible broker for salespersons Diana Lynn Cupples and Ehrin Nicole Neese.

II.

Respondent Diana Lynn Cupples, Salesperson, sometimes hereinafter "Respondent" or "Cupples" is an adult resident citizen of Mississippi whose last known address of record with the Commission is 1761 Dancy Blvd., Horn Lake, Mississippi 38638. Respondent Cupples is the holder of a real estate salesperson'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 the provisions, rules, regulations and statutes governing the sale, transfer and management of real estate and licensing of real estate salespersons under Mississippi law.

III.

Respondent Ehrin Nicole Neese, Salesperson, sometimes hereinafter "Respondent" or "Neese" is an adult resident citizen of Mississippi whose last known address of record with the Commission is 1761 Dancy Blvd., Horn Lake, Mississippi 38638. Respondent Neese is the holder of a real estate salesperson'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 the provisions, rules,

regulations and statutes governing the sale, transfer and management of real estate and licensing of real estate salespersons under Mississippi law

IV.

On or about September 25, 2017, the Commission received a sworn complaint from Erik and Michelle Horne, sometimes hereinafter the "Hornes." The Hornes complained that they were the owners of rental property managed by Respondents through Allstar Management, LLC, sometimes hereinafter "Allstar," for whom Respondent Lewis is the responsible broker. Among other complaints, the Hornes complained that they lost a significant amount of rental income, and incurred unnecessary maintenance expenses, because of issues attendant to Respondents' management of the Hornes' property located at 4140 Amherst Drive, Olive Branch, Mississippi.

V.

On or about March, 2017, the Hornes were contacted by Respondent Nicole Neese, salesperson, informing them that the tenants in the Amherst Drive property wanted to renew their lease for another twelve (12) month term. These tenants had previously given their notice to vacate the property but now requested a renewal of the lease. The Hornes agreed to the lease renewal for a new twelve month term beginning March, 2017.

VI.

On or about July 19, 2017, the Hornes received an email communication from James Jones, an unlicensed employee with Allstar Management, informing them that "the tenants at 4140 Amherst Drive... have given proper 30 day notice. Their move out date will be 8/31/2017." The Hornes complained to Respondents that they were confused by this information, since they had approved the tenants' request for a renewal of the lease.

VII.

The next day, July 20, Respondent Cupples then informed the Hornes that the tenants had signed the lease extension form but had returned it by cellphone picture to Respondent Nicole Neese. Neese had informed the tenants to resubmit the signed extension, but it was never received. Respondents admitted that the extension had not been documented in the property management system. Thereafter, when the tenants gave notice to vacate the property, Respondents' unlicensed staff recorded the notice as having been properly given. Respondents did not follow up with the tenants to make sure the original signed extension was received or that the extension of the lease was properly documented in the files. In her July 20 correspondence to the Hornes, Respondent Cupples stated that, as far as she was concerned, the tenants had signed the extension/renewal and were therefore bound to the extended lease term. Cupples informed the Hornes she would have "James [Jones] contact [the tenants] to notify them" that they would be in breach of the lease if they vacated the property early. James Jones is an unlicensed employee of Respondents' property management company.

Thereafter, the Hornes communicated with Respondents in efforts to determine the status of the lease matter. The Hornes were informed that the Broker, Respondent Richard "Ricky" Lewis, would be consulted but the Hornes complained that they never heard from Lewis. The tenants did not pay rent for August and the Hornes were informed on August 11, 2017 that the tenants had made a promise to pay.