

BEFORE THE MISSISSIPPI REAL ESTATE COMMISSION

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COMPLAINANT

VS.

NO. 022-1804

**ERIC CLINTON BOLTON, BROKER
DANIEL D. RAY, BROKER ASSOCIATE**

RESPONDENTS

AGREED ORDER

This cause came before the Mississippi Real Estate Commission, sometimes hereinafter "Commission," pursuant to the authority of Miss. Code Ann. §§73-35-1, *et seq.*, as amended, on a complaint against Eric Clinton Bolton, Broker, and Daniel D. Ray, Salesperson and the Commission was advised that there has been an agreement reached among the parties resolving the issues brought forward in this complaint. By entering into this Agreed Order, the Respondents waive their rights to a full hearing and to any appeal. The Commission, then, does hereby find and order the following:

I.

Respondent Eric Clinton Bolton, sometimes hereinafter "Bolton", is an adult resident citizen of Mississippi whose last known address of record with the Commission is 1989 Oak Tree Cove, Ste. C., Hernando, MS 38632 Respondent Bolton 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, he is subject to the provisions, rules, regulations and statutes governing the sale and transfer of real estate and licensing of real estate brokers under Mississippi law. Respondent Bolton is the responsible broker for Salesperson Daniel D. Ray.

II.

Respondent Daniel D. Ray, sometimes hereinafter "Ray," is an adult resident citizen of Mississippi, whose last known address of record with the Commission is 867 Cedar Grove Parkway, Hernando, MS 38632. Respondent Ray is the holder of a salesperson's license issued by the Commission pursuant to Miss. 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 and transfer of real estate and licensing of real estate brokers under Mississippi law. Daniel Ray represented the buyer in the transaction. The sellers (Green) were represented by Lisa Davis of CPA Realty, LLC.

III.

The Commission received a complaint from the Complainants (Willis & Rita Green) who sold their home in Horn Lake, MS in March of 2018. Complainants alleged that the buyer's agent, Daniel Ray with RE/MAX Realty Group in Hernando, was negligent in handling several issues in the contract which ultimately led to the theft of some of their personal property from the home.

IV.

Complainants were informed that, under the contract, they would be given a 24-hour notice prior to the home inspection being conducted and were informed by their agent that the inspection was to be done on 1/31/18. However, on 1/29/18, the Complainant went to the house to remove personal items and, upon arrival, saw a red truck in the driveway and the front door of the home ajar. The Complainant immediately called his agent, who confirmed that the home inspector was to be there on 1/31/18. The Complainant went inside and found the home inspector, who advised that he was to do the inspection on 1/29/18. The home inspector proceeded with the inspection.

V.

Based upon the home inspection, the Complainant agreed to make certain home repairs. Respondent Daniel Ray recommended a certain contractor. Since Respondent Ray represented the buyers, the Complainant agreed to the buyers choosing the contractor since the property would become theirs at closing. The Complainant's agent prepared an addendum which Respondent Daniel Ray's clients signed, requiring that the sellers be given a 24 hours' notice before the contractor's arrival. However, the Complainant was never notified of the contractor's date of arrival. Respondent Ray text messaged the Complainant's agent on 2/9/18 and advised that repairs *had been made*. Respondent Ray stated that the contractor worked for him, and even asked if the Complainants were planning to leave their personal items that were still in the house. The Complainant's agent had already informed Respondent Ray twice that the complainant's personal items would be removed. When the Complainant went to his home on 2/17/18, he found the front gate open and discovered both back doors ajar. Upon entering the house, the Complainant noticed several personal items were missing, including boxes of old documents containing tax returns, etc., and pictures. Upon looking in the storage unit outside, the Complainant discovered that the lock had been broken and all contents, including lawn equipment, had been taken. The Complainant called the Horn Lake Police Dept. and made a house burglary report. A neighbor told the police that a truck towing a trailer had been spotted at the Complainant's house two days in a row. The contractor was contacted by phone and confirmed that he had come to the house the first day to determine what needed to be done and then returned the next day to make the repairs. He denied taking any of the missing items and said Respondent Ray had used his services several times to clean out houses and remove old property. The contractor also mentioned several things in the house that were taken. The Complainant stated the contractor could not have gained entry to the house without the lockbox code, which was known by Respondent Ray.