

**BEFORE THE REAL ESTATE COMMISSION
OF THE STATE OF NEW MEXICO**

IN THE MATTER OF:)	
)	
NANCY WILS)	NMREC CASE NO. 15-05-05-033
Broker License No: 18597)	
)	
)	
Respondent.)	

DECISION AND ORDER

The matter was presented before the Real Estate Commission for the State of New Mexico (“Commission”) on January 22, 2018, at its regularly meeting held at the Greater Albuquerque Association of Realtors located at 1635 University NE, Albuquerque, NM for a decision and order pursuant to the provisions of the Uniform Licensing Act, NMSA 1978, §§ 61-1-1 to -34.

A quorum of the Commission, having familiarized themselves with the record, including the Hearing Officer’s Report, participated in the deliberation and decision in this matter. A copy of the Hearing Officer’s Report is attached hereto and incorporated by reference. All references below to the hearing transcript are noted as (“Tr.”), reference to exhibits are noted as (“Ex”) and Notice of Contemplated Action (“NCA”) is incorporated by reference.

By an affirmative vote of 5-0, the Commission renders the following Decision and Order:

I. FINDINGS OF FACT

1. Nancy Wils is licensed with the Commission as a qualifying broker, license number 18597. Tr. 61: 15-25, Tr. 62: 1-2, Tr. 174: 7-12 and See NCA;
2. On or about May 1, 2015, a Complaint was filed with the Commission against Nancy Wils (“Respondent”) by Dean and Ann Miller (“Buyers”). Ex. 1;

3. Respondent admits she allowed her errors and omission insurance lapse from April 12, 2015 through to January 1, 2016. Tr. 14: 10-14, Tr. 67: 6-13, 23-24, Tr. 78: 22-25, Tr. 79: 1, 10-14, and Tr. 199: 22-24;
4. Respondent located property for sale located at No. 9 Chaparral in Placitas (“property”) as a potential flip property investment. The property needed substantial repairs and remodeling before reselling at a higher price. Tr. 27: 14-17, Tr. 33: 3-6, Tr. 81: 16-25 and Tr. 82: 1-24;
5. The property was approximately a 3,000 square foot adobe house. Tr. 33: 1-2;
6. Rick Baker (“Mr. Baker”), who is Brother-in-law to Complainants Dean and Ann Miller, and also the boyfriend of Respondent, first informed the Buyers about the property. Tr. 41: 4-8, Tr. 85: 2-5 and Tr. 176: 14-22 and Ex. 1 (email: May 19, 2014);
7. Respondent approached Buyers about investing in the rehabilitation of the property through Mr. Baker. Tr. 27: 18-22, Tr. 32: 8-12, Tr. 42: 9-20, Tr. 43: 20-25, Tr. 49: 20-25, Tr. 50: 1-6 and Tr. 54: 21;
8. Respondent corresponded with the Buyers about the property, including by email. Tr. 41: 9-14;
9. The asking price for the property was \$150,000. Tr. 32: 13-14;
10. The Buyers decided against purchasing the property at that time. Tr. 27: 18-22, Tr. 43: 10-16, Tr. 46: 1-4 and Tr. 49: 6-8;
11. Respondent sold the property to Lola R. Smith (“Ms. Smith”) as an investment property. Tr. 27: 23-25;
12. Ms. Smith purchased the property for \$140,000, \$10,000 below the asking price. Tr. 32: 25, Tr. 33: 1-1, Tr. 49: 9-12 and Tr. 65: 1-13;
13. Respondent was paid a commission for the purchase of the property by Ms. Smith. Tr. 78: 11-14;
14. Respondent completed the paperwork for the sale of the property to Ms. Smith. Tr. 179: 11-18 and Tr. 182: 14-21;
15. Mr. Baker entered into a partnership with Ms. Smith. Both Mr. Baker and Ms. Smith had a 50% interest in the property. Tr. 116: 1-7 and Tr. 126: 4-16;
16. Respondent held no financial interest in the partnership. Tr. 126: 4-16;

17. There was no written partnership agreement between Ms. Smith and Mr. Baker. Tr. 118: 8-11;
18. Ms. Smith's investment in the joint venture was the purchase of the property; Mr. Baker's investment was the remodel renovation of the property including supplying all his labor at no cost, infusing some of his own money. Profits left over after the sale would be split 50/50 between Ms. Smith and Mr. Baker. Tr. 65: 19-25, Tr. 66: 5-14 and Tr. 180: 8-17;
19. Respondent would sell the property after the repairs and renovation were completed and collect a commission at the closing of the sale. Tr. 46: 6-9, Tr. 65: 15-21, and Tr. 66: 8-9;
20. Ms. Smith owned the property for 19 days during which time Respondent and Mr. Baker invested an additional \$2,000 for materials. Tr. 46: 6-9, Tr. 65: 15-21, Tr. 66: 8-9;
21. Ms. Smith had insufficient money to make the all the repairs and renovations necessary for resale so Respondent looked for additional investors to invest in the rehabilitation of the house. Tr. 49: 10-19, Tr. 50: 11-14, Tr. 181: 10-20 and Tr. 184: 2-9;
22. After Ms. Smith purchased the property, the Buyers decided they wanted to purchase the property pursuant to the partnership arrangement previously discussed with Respondent. Tr. 28: 3-6;
23. The Buyers viewed the property prior to purchasing it. Tr. 38: 25, Tr. 39: 1-2, 14-25, Tr. 40:1-10, Tr. 46: 9-10, Tr. 47: 1-4 and Tr. 81: 5-13;
24. Respondent represented that she was the realtor and that she was going to act as the broker but the Buyers never allowed Respondent to act as their broker. Tr. Tr. 34: 4-6, Tr. 53: 1-19, Tr. 66: 17-21, Tr. 193: 19-25, Tr. 208: 8-13 and Tr. 209: 7-10;
25. Respondent was a partner in the partnership arrangement between the Buyers and Mr. Baker. Tr. 16: 12-18 and Ex. 1;
26. There was no formal signed written partnership agreement between the Respondent, Mr. Baker and the Buyers. Tr. 16: 22-25 and Tr. 17: 1-3, Tr. 38: 1-4;
27. The Buyers relied upon Respondent's real estate knowledge and experience when purchasing of the property. Tr. 40: 11-13, Tr. 49: 2-5, Tr. 53: 1-19, Tr. 54: 12-14, Tr. 140: 12-19, Tr. 141: 8-25, Tr. 142: 1-14, Tr. 163: 20-25, Tr. 164: 1-7 and Tr. 169: 5-10;

28. Respondent negotiated the sale of the property between Ms. Smith and the Buyers. Tr. 29: 4-9, Tr. 34: 7-25, Tr. 52: 20-21 and Tr. 73: 1-25;
29. Ms. Smith's selling price for the property was \$200,000 for which Respondent negotiated a lower price for the Buyers. Tr. 183: 22-24 and Tr. 186: 22-24;
30. Respondent negotiated a lower price for the property by agreeing not to accept a commission from the sale of the property to the Buyers. Tr. 62: 7-22, Tr. 75: 3-12, Tr. 78: 15-21, Tr. 184: 18-25, Tr. 186: 22-25, Tr. 210: 12-17, Tr. 211: 18-25 and Tr. 211: 1-4;
31. The Buyers purchased the property from Ms. Smith for \$183,000, approximately \$45,000 more than what Ms. Smith paid for it. Tr. 28: 7-8 and Tr. 54: 20-21;
32. Mr. Baker was paid \$20,000 from the sale of the property to the Buyers. Tr. 115: 16-24 and Tr. 119: 14-19;
33. The Buyers replaced Ms. Smith as the partners in the joint venture. Tr. 77: 1-9;
34. The written partnership agreement between Respondent, Mr. Baker and the Buyers was memorized in an unsigned email. Tr. 63: 3-21, Tr. 64: 4-12, 20-22 and Ex. 1 (Letter from Mr. Staiti) and Ex. 1 (email: June 18, 2014);
35. The partnership arrangement included Respondent "taking care of all the real estate business and transactions to take the house and move it forward from the point we [Buyers] had to the eventual sale." Tr. 37:9-12, Ex. 1 (Letter from Mr. Staiti), Ex. 1 (email: June 18, 2014) and Ex. D;
36. Respondent would receive a 4% commission for the reselling of the property as a doubled ended deal. Tr. 97: 6-20, Tr. 116: 8-17, Tr. 192: 11-19, Ex. 1 (email: June 18, 2014) and Ex. D;
37. Respondent performed a cost analysis for the repairs and renovations for the property and estimated that it would take approximately two months to complete the proposed repairs and renovation. Tr. 167: 12-25, Tr. 169: 11-14, Tr. 181: 2-9, Ex. 1 (email: May 19, 2014) and Ex. E;
38. Respondent's analysis relied, in part, upon the seller's Real Estate Broker's representations that the property needed an investment of approximately \$150,000 to \$200,000 in repairs and renovations to raise the property's value to \$750,000. Tr. 177: 10-25 and Tr. 178: 1-6;

39. Respondent represented to the Buyers that after an investment of approximately \$40,000 in repairs and renovations, the property should sell for approximately \$350,000. Tr. 33: 23-25, Tr. 36: 14-20, Tr. 36: 24-25 and Tr. 37: 1-4, 13-16;
40. The Buyers bought the house for \$183,000 and agreed to invest an additional \$40,000 for repairs and renovation with the understanding that Mr. Baker would invest an additional \$10,000. Tr. 37: 5-8, Tr. 54: 20-24, Tr. 163: 13-19 and Tr. 186: 4-7;
41. Respondent made arrangements with Buyers to wire transfer \$183,000 into Ms. Smith's Wells Fargo account to pay for the property. Tr. 28: 21-25, Tr. 36: 21-23, Tr. 53: 20-25, Tr. 54: 1-4, Tr. 55: 6-9, Tr. 74: 23-25, Tr. 75: 1-2;
42. Mr. Baker invested approximately \$3,400 in cash into the joint venture. Tr. 105: 7-11, Tr. 10-22 and Exs. B and F;
43. Mr. Baker provided labor as his part of his contribution to the investment in the joint venture. Tr. 87: 15-19, Tr. 89: 15-22, Tr. 105: 7-11 and Ex. B;
44. The Buyers and Mr. Baker agreed to a 60/40 distribution of the profits. Tr. 37: 20-24, Tr. 168: 9-25, Tr. 169: 1-4, Ex. 1 (Letter from Mr. Staiti) and Ex. (email: June 18, 2014) ;
45. Respondent and Ms. Smith recorded the deed at the County Clerk's office. Tr. 29: 1-3, and Tr. 70: 20-22;
46. The warranty deed was generated by Respondent using a "fill-in-the-blank" form unlike forms generally drawn up by an attorney or title company. Tr. 15: 12-17, Tr. 29: 10-15, Tr. 35: 2-5, Tr. 38: 13-15, Tr. 66:22-25, Tr. 67: 1-3, Tr. 69: 4-25 and Ex. 1;
47. The warranty deed was incorrectly written up. Tr. 35: 6-13, 19-23 and Tr. 50: 21-25;
48. The warranty deed incorrectly represented Ms. Smith's marital status. Tr. 50: 17-21 and Tr. 70: 5-7;
49. A new warranty deed had to be written up and signed by Ms. Smith so that the Buyers could sell the house. Tr. 36: 1-7 and Tr. 51: 12-20;
50. The legal description of the property used for the deed was obtained from the title company Ms. Smith used when purchasing the property. Tr. 71: 5-10;

51. Respondent admits she should not have written the deed for Ms. Smith. Tr. 199: 25;
52. No title insurance was purchased. Tr. 29: 16-25 and Tr. 54: 10-12;
53. No title insurance was purchased because the Buyers did not want to spend the money. Tr. 71:11-15;
54. A title insurance policy had been issued to Ms. Smith 19 days prior to the purchase of the property so Buyers knew the title was good. Tr. 77: 16-25;
55. Buyers did not sign any statement declining title insurance. Tr. 78: 1-10;
56. No inspections were performed on the property. Tr. 54: 5-12;
57. No broker disclosure statement was given the Buyers. Tr. 15: 22-24 and Tr. 38: 16-19;
58. There was no purchase agreement for the sale of the property between Ms. Smith and the Buyers. Tr. 16: 4, Tr. 28: 13-18, Tr. 38: 7-12, Tr. 52: 15-17 and 24-25 and Tr. 63: 1-3;
59. Respondent states that the transaction was a direct sale between Ms. Smith and the Buyers, therefore, Respondent would not receive a commission making it was unnecessary to complete a purchase agreement. Tr. 16: 4-11 and Tr. 62: 3-8, 23-25;
60. Respondent believed Ms. Smith was her client but she did not have an agency agreement with Ms. Smith. Tr. 62: 20-22, Tr. 72: 23-25, Tr. 73: 1-25, Tr. 74: 1-4, Tr. 76: 2-10, Tr. 176: 1-8, Tr. 185: 4-7, 21-22 and 25, Tr. 186: 1-3, Tr. 208: 14-25, Tr. 209: 1-2 and Tr. 211: 8-17;
61. The Buyers paid Respondent and Mr. Baker \$10,000 to terminate the partnership. Tr. 57: 2-3, Tr. 57: 11-12, 18-23, Tr. 58: 15-18, Ex. 1 (letter: December 13, 2014) and Ex. B;
62. The Buyers requested Respondent and Mr. Baker to sign a release which Mr. Baker refused to sign. Tr. 110: 25, Tr. 111: 2, 18-22, Tr. 123: 9-22, Tr. 135: 2, Tr. 138: 19-25 and Ex. 1 (third page from the back);
63. The Respondent states that she did not sign the release on behalf of Mr. Baker. Tr. 112: 5-13 and Ex. 1 (third page from the back);
64. Buyer Dean Miller states he wrote "Nancy Wils also signing for Rick Baker" on the release. Tr. 134: 10-21 and Ex. 1 (third page from the back);

65. Respondent testified that Buyer Dean Baker wrote “Nancy Wils also signing for Rick Baker” on the release after Respondent signed the release. Tr. 139: 15-18;
66. Buyer Dean Miller testified he wrote “Nancy Wils also signing on behalf of Mr. Baker” after Respondent told Buyer Dean Miller that she would “sign for Rick” and after Respondent signed the release. Tr. 135:16-17, Tr. 135: 15-18, Tr. 139: 15-19, Tr. 140: 5-7 and Ex. 1 (Approximately third page from the back);
67. Buyer Dean Miller testified that Rick Baker previously told him that Respondent speaks for him. Tr. 136: 1-11;
68. Respondent never signed Rick Baker’s name on the release. Tr. 136: 14-15;
69. The Buyers viewed at least three other properties through Respondent before this transaction. Tr. 164: 10-22;
70. The property sold in 2017 after the interests of Respondent, Mr. Baker and the Buyers were settled in district court. Tr. 55: 19-20, Tr. 56: 56: 12-19 and Tr. 60: 1-11;
71. Dave Harper of Placitas Realty represented the Buyers in the sale of the house. Tr. 55: 21-24;
72. Buyer Dean Miller testified that the Buyers were harmed by having to perform triple the amount of work that was estimated necessary to complete the project and it took five months, instead of two months, to complete the work. The Buyers claim they were essentially paid approximately \$3-\$5 per hour for their labor. Tr. 165: 9-25 and Tr. 166: 1-13.

II. CONCLUSIONS OF LAW

A. Respondent is a real estate broker licensed by the Real Estate Commission, and therefore is subject to the Real Estate Brokers and Salesmen Act, NMSA 1978, Section 61-29-1 through -29 and the jurisdiction of the New Mexico Real Estate Commission. NMSA 1978, Section 61-29-4;

B. The New Mexico Real Estate License Law, NMSA 1978, Sections 61-29-1 through -29, empowers the Commission to “possess all the powers and perform all the duties described by Chapter 61, Article 29 NMSA 1978 and as otherwise provided by law, and it is expressly vested with power and authority to make and enforce rules to carry out the provisions of the article. NMSA 1978, Section 61-2-4. More specifically the Commission is empowered to “suspend, revoke, limit or condition a license” if a licensee in performing any actions specified in Charter 61, Article 29 commits any violations enumerated under NMSA 1978, Section 61-29-12. Such action may include the imposition of fines, costs, educational requirements or any other penalty authorized by NMSA 1978, Section 61-1-3;

C. The Commission may refuse to issue a license or may suspend, revoke, limit or condition a license if the applicant or licensee has by false or fraudulent representations obtained a license or, in performing or attempting to perform any of the actions specified in Chapter 61, Article 29, Part 12(A) NMSA 1978, has:

(1) made a substantial misrepresentation;

(10) violated a provision of Chapter 61, Article 29 NMSA 1978 or a rule promulgated by the Commission;

(11) committed an act, whether the same or different character from that specified in this subsection, that is related to dealings as a qualifying broker or an associate broker and that constitutes or demonstrates bad faith, incompetency, untrustworthiness, impropriety, fraud, dishonesty, negligence or any unlawful act;

D. Title 16, Chapter 61, Part 12, of the New Mexico Administrative Code delineates the procedures for disciplinary actions by the Commission in regard to persons acting in the capacity of a real estate broker in New Mexico. The regulation provides that "violation of any provision of the real estate license law or commission rules may be cause for disciplinary action against any person who engages in the business or acts in the capacity of a real estate broker in New Mexico without a New Mexico real estate license, up to and including license suspension or revocation if the person is licensed in New Mexico. 16.61.12.8 NMAC.

E. Qualifying broker shall maintain full and complete records wherein the qualifying broker and affiliated associate brokers are engaged on behalf of other, on their own behalf, in real estate related matters processed through the brokerage; the required records shall be available to the commission or any duly authorized commission representative at the place of business of the qualifying broker or at the commission office; all such records whether in paper or electronic format shall be retained for a period not less than six years; in the case of a property manager, all records shall be retained for the full term of any agreement for six years from the termination of the management agreement. 16.61.16.9 NMAC;

F. Before the time a broker generates or presents any written document that has the potential to become an express written agreement, the broker shall disclose in writing to their prospective customer or client, and obtain a written acknowledgement from their prospective customer or client, showing the delivery of the disclosure of the following broker duties:

(A) honesty and reasonable care as set forth in the provisions of this section;

(B) compliance with local, state, and federal fair housing and anti-discrimination laws, the New Mexico real estate license law and the real estate commission rules, and other applicable local, state, and federal laws and regulations. 16.61.19.8 NMAC;

(C) performance of any and all written agreements made with the customer or client;

(D) assistance to the broker's customer or client in completing the transaction, unless

otherwise agreed to in writing by the customer or client, including: (1) presentation of all offers or counter-offers in a timely manner; and (2) assistance in complying with the terms and conditions of the contract and with the closing of the transaction; if the broker in the transaction is not providing the service, advice or assistance described in Paragraphs (1) and (2) of Subsection D. of 16.61.19.8 NMAC, the customer or client must agree in writing that the broker is not expected to provide such service, advice or assistance, and the broker shall disclose the existence of such agreement in writing to the other brokers involved in the transaction;

(E) Acknowledgment by the broker that there may be matters related to the transaction that are outside the associate broker's or qualifying broker's knowledge or expertise and that the associate broker or qualifying broker will suggest that the customer or client seek expert advice on these matters;

(F) prompt accounting for all money or property received by the broker . . .

(G) written disclosure to their client or customer and to other brokers involved in the transaction of any potential conflict of interest that the broker has in the transaction including but not limited to: (1) any written brokerage relationship the broker has with any other parties to the transaction or; (2) any material interest or relationship or business, personal, or family nature that the broker has in the transaction . . .

16.61.19.8 NMAC;

G. Brokerages working with consumers either as customers or clients may do so through a variety of brokerage relationships. These relationships include but are not limited to a transaction broker relationship, an exclusive agency relationship or a dual agency relationship. For all regulated real estate transactions, a customer or client may enter into an express written agreement to become a client of a brokerage without creating an agency relationship, and no agency duties will be imposed. 16.61.19.9 NMAC.

H. All transactions shall be documented and signed by all parties to the transaction. 16.61.33.8 NMAC;

I. Except as otherwise provided by law, in all circumstances it shall be the responsibility of each broker engaged in a transaction to assure that all parties to the transaction receive legible copies of any and all documents they have signed and any documents that pertain to their respective interest in the transaction as soon as practicably possible, and copies of all fully executed documents thereafter. 16.61.33.9 NMAC;

J. Effective January 1, 2002 every active New Mexico real estate broker shall have in effect a policy of errors and omissions insurance. 16.61.5.8 NMAC;

K. Terms of Coverage: The group policy shall provide, at minimum, the following terms of coverage; A. coverage of all acts for which a real estate license is required, except those illegal, fraudulent or other acts which are normally excluded from such coverage. 16.61.5.9 NMAC;

L. Penalties for Violation: Brokers who fail to obtain and maintain an errors and omissions insurance policy as specified herein are guilty of violating NMSA 1978 Section 61-2-4.2 of the Real Estate License Law and are subject to license suspension and revocation as provided in Section 61-29-12(A). 16.61.5.13 NMAC;

M. Substantial evidence shows that the Respondent allowed her errors and omission insurance lapse from April 12, 2015 through to January 1, 2016 in violation of 61-29-12(A) (10) and (11), 16.61.5.8, 16.61.5.9 and 16.61.5.13 NMAC;

N. Substantial evidence shows that the Respondent failed to complete all necessary transaction documents have the documents signed by the parties and to provide copies of the documents to the parties in violation of NMSA 1978, Section 61-29-12(A) (10) and (11), 16.61.19.8, 16.61.33.8 NMAC and 16.61.33.9 NMAC;

O. Substantial evidence shows Respondent failed to complete transaction documents that disclosed the respective interests of each party to the transaction. NMSA 1978, Section 61-29-12(A) (10) and (11) and 16.61.33.9 NMAC;

P. Substantial evidence shows Respondent failed to provide the Broker Duties Disclosure to her clients/customers in violation of NMSA 1978, Section 61-29-12(A) (10) and (11) and 16.61.19.8 NMAC;

Q. Substantial evidence shows Respondent performed a cost analysis for the repairs and renovations for the property, estimated that it would take approximately two months to complete the proposed repairs and renovation and estimated the value of the property with the renovations in violation of NMSA 1978, 61-29-12(A) (11);

R. Substantial evidence shows Respondent completed the warranty deed without the supervision of an attorney in violation of NMSA 1978, Section 61-29-12(A) (11);

S. Respondents shall bear costs of disciplinary proceedings unless excused by the Commission from paying all or part of the fees pursuant to NMSA 1978, Section 61-1-4(G);

T. Boards and hearing officers may take notice of judicially cognizable facts and in addition may take notice of general, technical or scientific facts within their specialized knowledge. NMSA 1978, Section 61-1-11(B).

II. ORDER

Upon consideration of all the facts and circumstances the Commission **ORDERS**:

A. A Letter of Reprimand to be issued to Respondent;

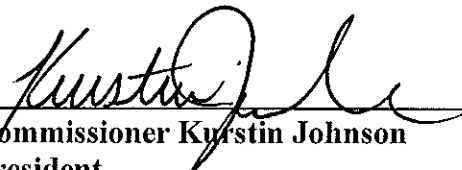
- B. Respondent shall pay a one thousand dollar (\$1,000.00) fine within sixty days (60) after the Respondent receives this Decision and Order. Payment shall be made in the form of a cashier's check payable to the New Mexico Real Estate Commission and mailed to the Commission office at the Regulation and Licensing Department located at 5500 San Antonio Dr. NE, Albuquerque, NM 87109;
- C. Respondent shall pay administrative hearing costs in the amount of \$2,081.36 within sixty days (60) after the Respondent receives this Decision and Order. Payment shall be made in the form of a cashier's check payable to the New Mexico Real Estate Commission and mailed to the Commission office at Regulation and Licensing Department located at 5500 San Antonio Dr. NE, Albuquerque, NM 87109;
- D. Payment of the fine and the disciplinary hearing costs may be made with one cashier's check totaling \$3,081.36 payable to the New Mexico Real Estate Commission.
- E. Respondent shall successfully complete for no continuing education credit a course entitled "Anatomy of a Listing Contract" being offered by Rich Cederberg on Monday, February 19, 2018, from 8:30 a.m. to 12:30 p.m. at Goldwater Bank, 2155 Louisiana Boulevard NE in Albuquerque, New Mexico. Please contact Mr. Cederberg directly at (505) 803-5012 for enrollment information. Respondent shall provide to the Commission's Chief Investigator a certificate of course completion to document compliance with this term of the Order;
- F. Respondent's failure to comply with the provisions of this Decision and Order shall result in the summary suspension of all real estate broker licenses held by Respondents until after a hearing on the matter. The hearing shall be set as soon as is practicable. The hearing may result in the Commission taking additional disciplinary action against the Respondents up to and including revocation of all broker licenses held by the Respondents.

Kurstin Johnson, the Commission's President, is designated to sign this Decision and Order. A copy of the Decision and Order shall be filed and served upon the Respondents-in accordance with the law.

NOTICE: Pursuant to Section 61-1-17 of the Uniform Licensing Act and NMSA 1978, Section 39-3-1.1, a person aggrieved by an adverse decision of the Commission issued after a hearing may obtain a review of the decision in the district court of Santa Fe County or in the district court of any county in which a hearing on the matter was conducted. To obtain such review, a notice of appeal must be filed in the proper district court within thirty (30) days after the date of the Commission's decision. Failure to file a notice of appeal within the time stated herein shall operate as a waiver of the right to judicial review and shall result in the decision of the Commission becoming final. The procedures for filing an appeal from the Commission to the district court are governed by Rule 1-074 of the Rules of Civil Procedure for the District Courts.

For the New Mexico Real Estate Commission

2/7/18
Date



Commissioner Kurstin Johnson
President