

BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301

In the Matter of:

File No. 2013-023 NH Real Estate Commission & Paul Berube v. Ruth P. Mooney

Allegations: RSA 331-A:12-a, I; RSA 331-A:25-b, II, a; RSA 331-A:26, IV; RSA 331-A:26, V; RSA 331-A:26, XVI; RSA 331-A:26, XXVI; RSA 331-A:26, XXIX; RSA 331-A:26, XXXVI; Rea 701.01; Rea 701.02

CONSENT DECREE

In order to avoid the delay and expense of further proceedings and to promote the best interests of the public and the practice of real estate, the New Hampshire Real Estate Commission (“Commission”) and Ruth P. Mooney (“the Licensee” or “the Respondent”), a real estate salesperson currently licensed by the Commission until October 2, 2014, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. The parties stipulate that the Commission has jurisdiction to impose disciplinary sanctions against the Respondent pursuant to RSA 331-A:29, I and RSA 541-A:31, V, based on the following allegations:

Respondent has an inactive New Hampshire real estate salesperson license. Respondent is alleged to have misrepresented to Paul and Joanne Berube (“buyers”) that she was an active licensed real estate agent by using a NH Association of Realtors® Standard Form - Purchase and Sales Agreement and Deposit Receipt form in the transaction. Respondent did not provide certain required property disclosures in the transaction.

Respondent did not provide a NH Brokerage Relationship Disclosure form to the buyers or to the seller.

2. After the conduct of a hearing by the Commission, the Respondent consents to the Commission imposing the following discipline, pursuant to RSA 331-A:28, I. The Respondent shall pay a disciplinary fine in the amount of five-hundred dollars (\$500) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire; and Respondent shall agree to surrender her New Hampshire real estate license within thirty (30) days of the effective date of this Settlement Agreement.
3. The Respondent's failure to adhere to any requirement imposed by this Agreement shall be a separate and sufficient ground for disciplinary action by the Commission.
4. Except as provided in Item 3 and 4 above, this Agreement shall forever bar further disciplinary action or other adverse action by the Commission based upon the specific allegations described above in Paragraph 1, provided, however, that this Agreement may be considered by the Commission in determining whether the Respondent has engaged in a pattern of misconduct, or in determining the nature of any sanctions which may be imposed in any subsequent disciplinary proceeding arising out of different misconduct allegations.
5. The Respondent voluntarily signs this Consent Decree and states that no promises or representations have been made to her other than those terms and conditions expressly stated herein.
6. Respondent understands that her action in entering into this agreement is a final act and not subject to reconsideration or judicial review or appeal.

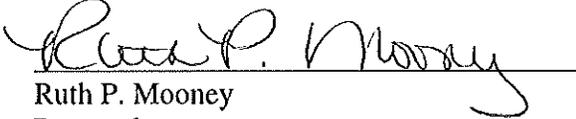
7. Respondent has had the opportunity to seek and obtain the advice of an attorney of her/his choosing in connection with her/his decision to enter into this Agreement.
8. Respondent understands that the Commission must review and accept the terms of this Agreement. If the Commission rejects any portion, the entire Agreement shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this Agreement have prejudiced her right to a fair and impartial hearing in the future if this Agreement is not accepted by the Commission.
9. Respondent certifies that she has read this document titled Consent Decree. Respondent understands that she has the right to an appeal to the Superior Court of any decision rendered by the Commission if this Consent Decree was not entered. Further, Respondent fully understands the nature, qualities and dimensions of these rights. Respondent understands that by signing this Agreement, she/he waives these rights as they pertain to the misconduct described herein.
10. The effective date of this Agreement shall be on the date it is signed by the representative of the Commission shown below.

For the Respondent

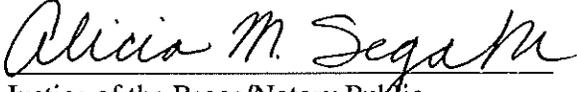
I, Ruth P. Mooney, have reviewed the forgoing Consent Decree settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, agree to all of the terms of this Consent Decree. Further, I knowingly and freely waive my right to further notice, opportunity for

hearing, substantial evidence, and findings and conclusions with regard to the allegations,  
which have been settled by the terms of this Settlement Agreement.

Dated: March 25<sup>th</sup>, 2014

  
Ruth P. Mooney  
Respondent

On this 25<sup>th</sup> day of March A.D. 2014  
personally appeared the person who subscribe to the following instrument and acknowledged the  
same as her/his voluntary act and deed before me.

  
~~Justice of the Peace~~/Notary Public

My commission expires:

ALICIA M. SEGALINI, Notary Public  
My Commission Expires April 28, 2015

For the Commission

Dated: April 15<sup>th</sup>, 2014

  
Beth A. Edes  
Executive Director  
of the NH Real Estate Commission