

**Before the  
New Hampshire Real Estate Commission  
Concord, New Hampshire 03301**

**In The Matter Of:** **Docket No.: 2015-021**  
**New Hampshire Real Estate Commission & Thomas Sobell v. Sharon L. Havens  
& David F. Hennessey**

License Nos.: 034477 (Havens) & 003919 (Hennessey)  
(Adjudicatory/Disciplinary Proceeding)

**FINAL DECISION AND ORDER**

Before the New Hampshire Real Estate Commission ("Commission") is an adjudicatory/disciplinary proceeding In the Matter of Sharon L. Havens ("Respondent Havens" or "Ms. Havens") and David F. Hennessey ("Respondent Hennessey" or "Mr. Hennessey") in Docket Number 2015-021.

**Background Information:**

Thomas Sobell and Patricia Sobell were divorced on September 22, 2014 through a divorce decree which conditionally awarded the property owned by Thomas Sobell located at 66 Bartemus Trail, Unit #236, Nashua, NH ("66 Bartemus Trail") to Patricia Sobell on the following five conditions: (a) Ms. Sobell shall complete the refinance process on or before January 15, 2015 and that Mr. Sobell to fully cooperate with the process; (b) As part of the process, Ms. Sobell shall pay Mr. Sobell the sum of \$29,000.00 representing one-half of the equity in the unit; (c) The refinance shall remove Mr. Sobell from any liability on the mortgage; (d) Patricia Sobell shall reach an agreement, in writing, with the Condominium Association regarding past due fees and shall fully comply with that agreement; and (e) Should Patricia Sobell fail to comply with the terms of the "Trial Period Plan" described in the narrative or with the provisions of this paragraph, the property shall be immediately placed on the market for sale. Any net proceeds shall be divided equally between the parties. From her share, Patricia Sobell shall pay any costs associated with her non-compliance. Respondent Havens of Coldwell Banker Residential Brokerage listed the property for sale for Patricia Sobell on May 11, 2015. Thomas Sobell initiated Complaint File No. 2015-021 against Respondent Havens on

June 10, 2015 which was received by the Commission on June 12, 2015, for contracting with Patricia Sobell to sell the property located at 66 Bartemus Trail, Lot #236, Nashua, NH without his permission as the sole deeded holder and withheld all information regarding the terms and conditions of the sale, alleging violations of RSA 331-A:25-a, I and II; RSA 331-A:25-b, I (b), (1),(2), and (4); RSA 331-A:25-b, I (5), (c), (1) and (4); RSA 331-A:25-c, I, (b); RSA 331-A:25-d; RSA 331-A:26, IV, XIII, XV, and XXII. Commission Investigator Corthell filed a parallel complaint against Respondent Havens alleging violations of RSA 331-A:25-a, I and II; RSA 331-A:25-b, I (b), (1),(2), and (4); RSA 331-A:25-b, I (5) (c),(1) and (4); RSA 331-A:25-c, I, (b); RSA 331-A:25-d; RSA 331-A:26, IV, XIII, XV, XXII, XXVIII, XXXI, and XXXVI, and initiated a complaint against Respondent Hennessey for failing to supervise Respondent Havens with respect to allowing Respondent Havens to complete a listing agreement without the consent of Complainant Thomas Sobell, the deeded owner, alleging violations of RSA 331-A:26, XXVII, XXVIII, and XXXVI on June 26, 2015.

Subsequent to an investigation, on February 26, 2016, the Commission issued a Notice of Hearing for a hearing scheduled for March 15, 2016. On Tuesday, March 15, 2016, at 9:24 a.m., the Commission commenced the adjudicatory/ disciplinary hearing in the above captioned matter.

Commission members present<sup>1</sup> were:

Daniel S. Jones, Commissioner, Presiding Officer  
William E. Barry, Commissioner  
Calley M. Milne, Commissioner  
Paul A. Lipnick, Commissioner

The prosecution was conducted by Kinsman Corthell, the Commission's Investigator. Ms. Haven and Mr. Hennessey were represented by Attorney Peter G. Callaghan.

The following exhibits were introduced into evidence and accepted into the record:

- Complainant Investigator Corthell's Exhibits:
  - Exhibit #1 – Documents from Complaint File 2015-021, pages 1-329.
  - Exhibit #2 – Documents relating to Thomas & Patricia Sobell's divorce, pages 1-13.
  - Exhibit #3 – Documents relating to the listing and sale of 66 Bartemus Trail Unit

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<sup>1</sup> These same Commission members also deliberated and voted on this Final Decision and Order.

#236, Nashua, NH 03063, pages 1-27.

Exhibit #4 – E-mails from Respondents Havens and Hennessey, Attorney Sandra Bloomenthal, Attorney Allen Lucas, and Investigator Cortshell, pages 1-12.

Exhibit #5 – Documents Relating to Respondent Hennessey from Complaint File No. 2008-040, pages 1-4.

- Respondent Haven's and Hennessey's exhibits introduced:

Exhibit A – Thomas and Patricia Sobell's Divorce Decree

Exhibit B – Summary of Divorce Proceedings w/attachments

Exhibit C – Transcript from the Sobell's Ex Parte Hearing on July 27, 2015

Exhibit D – Fax from Attorney Lucas on May 7, 2015

Exhibit E – Exclusive Right to Sell Agreement

Exhibit F – MLS Listing for 66 Bartemus Trail

Exhibit G – Attorney Bloomenthal email May 20, 2015

Exhibit H – Attorney Lucas email May 20, 2015

Exhibit I – Sharon Havens email May 21, 2015

Exhibit J – Purchase & Sale Agreement June 1, 2015

Exhibit K – Sharon Havens July 6, 2015 email w/Addendum

Exhibit L – Anthony Ducharme July 14, 2015 email w/Notice of Denial

Exhibit M – Purchase & Sale Agreement August 12, 2015

Exhibit N – Supreme Court Denial of Appeal January 22, 2016

The following witnesses were present and testified at the hearing:

- Thomas Sobell, Complainant of File No. 2015-021.
- Patricia Sobell, Seller of 66 Bartemus Trail, Unit #236, Nashua, NH 03060.
- Sharon L. Havens, Coldwell Banker Residential Brokerage, Nashua, NH - Listing Agent for Patricia Sobell.

- David F. Hennessey, Managing Broker of Colwell Banker Residential Brokerage, Nashua, NH.

**Hearing Testimony:**

Thomas Sobell testified at the hearing to the following:

- In January 1990, Mr. Sobell purchased a condominium located at 66 Bartemus Trail, Unit #236, Nashua, NH, as the sole deeded owner.
- In April 2001, Thomas Sobell and Patricia Sobell were married and resided at the home located at 66 Bartemus Trail.
- There was a breakdown of Mr. and Mrs. Sobell's marriage and Mr. Sobell moved out of the home located at 66 Bartemus Trail on or about March 2014.
- In September 2014, Thomas and Patricia Sobell were divorced, and through a divorce decree, the home at 66 Bartemus Trail was awarded to Patricia Sobell strictly conditioned on the following: (a) She shall complete the refinance process on or before January 15, 2015, and Mr. Sobell shall fully cooperate with the process; (b) As part of the process, Ms. Sobell shall pay Mr. Sobell the sum of \$29,000.00 representing one-half the equity in the unit; (c) The refinance shall remove Mr. Sobell from any liability on the mortgage; (d) Respondent shall reach an agreement, in writing, with the Association regarding past due fees and shall fully comply with that agreement; and (e) If Patricia Sobell should fail to comply with the terms of the "Trial Period Plan" described in the narrative or with the provisions of this Paragraph, the property shall be immediately placed on the market for sale. Any net proceeds shall be divided equally between the parties. From Ms. Sobell's share, she shall pay any costs associated with her non-compliance.
- On May 10, 2015 Patricia Sobell contacted Thomas Sobell and requested that he come to the home located at 66 Bartemus Trail to sign documents to place the property on the market. Mr. Sobell requested to review the documents prior to signing them. Ms. Sobell wouldn't provide them to him, so he didn't go to the home to sign the papers.

- On May 13, 2015, Mr. Sobell noticed that there was a lock box on the door at 66 Bartemus Trail. On this same day, he contacted a friend, Donna Guinness, a real estate agent, to find out if the property was for sale on the Multiple Listing Service (MLS), and Ms. Guinness confirmed that the property was for sale and that the listing agent was Sharon Havens. Mr. Sobell contacted Sharon Havens on this same day to let her know that he was the sole deeded owner of the property and requested the listing documents for the property, and Ms. Havens stated that she couldn't talk to him about the documents and couldn't provide the documents because she represented only Patricia Sobell.
- On May 20, 2015, Mr. Sobell's attorney, Sandra Bloomenthal sent an email to Sharon Havens notifying her that Mr. Sobell was the only name on the deed of the home, and requested copies of the listing documents be provided to her by Ms. Havens, but Attorney Bloomenthal never received the documents from Ms. Havens.
- On June 6, 2015, Ms. Guinness contacted Mr. Sobell to inform him that there was an offer on the property.
- On June 10, 2015, Mr. Sobell prepared the complaint to the Real Estate Commission.
- On July 15, 2015, Mr. Sobell discovered, through Ms. Haven's response to his complaint filed with the Commission, that the first contract on the property fell through because the buyers were unable to obtain financing.
- On July 25, 2015, Attorney Lucas, on behalf of Patricia Sobell, filed for a court hearing claiming that Mr. Sobell was interfering with the sale of the home, and an Ex Parte Hearing was held on July 27, 2015.
- Mr. Sobell stated that the first time he saw any of the listing documents was in the response from the Respondents to the Commission complaint.
- Mr. Sobell testified that at one of the Ex Parte Hearings he was ordered by the judge to sign a Quitclaim Deed, but that the deed was to be held in trust. He signed the Quitclaim Deed on August 17, 2015.

- On or about August 19, 2015, Donna Guinness informed Mr. Sobell that the property was under agreement for the second time. The agreement was signed on August 2, 2015 and an amended agreement was signed on August 15, 2015.
- On August 21, 2015, Attorney Bloomenthal contacted Attorney Lucas and requested a copy of the second agreement and Attorney Lucas provided the Agreement to Attorney Bloomenthal.
- The closing date on the sale was supposed to be on September 25, 2015, and Mr. Sobell found out that his Quitclaim Deed was filed on September 11, 2015.
- Once Patricia Sobell failed to comply with the divorce decree agreement regarding the property, and was not current on the mortgage payments, real estate taxes, condo fees, and water and sewer bills, Mr. Sobell became concerned with foreclosure and prepared to place the property up for auction in February 2015, but was halted by Court Order, and Patricia Sobell was given until May 1, 2015 to sell the property. Mr. Sobell testified that there were no directives from the court for Ms. Sobell to sell the property solely.

Anthony Ducharme testified at the hearing to the following:

- At the time of the transaction Mr. Ducharme was a salesperson at Coco Early & Associates and was the buyer agent for John and Kimberly Simard.
- Mr. Ducharme testified that Sharon Havens did let him into the home for the first day of the showing, but was not present during the showing of 66 Bartemus Trail to John and Kimberly Savard. He discussed with Ms. Havens whether there were any special assessments or whether it was FHA approved, but didn't have a discussion about the sellers.
- Mr. Ducharme stated that he didn't know of any title issues and didn't notice the note on the MLS about the title.
- Mr. Ducharme saw the reference to the book and page of the deed on the MLS, but did not pull the deed. He stated that when he has a P&S and there are any title issues or encroachments, he sends it right out to the attorneys for the buyers. On this P&S, right after the home inspection,

the whole package was sent out to the attorneys at Sweeney & Sweeney. The transaction fell through because the buyers were unable to obtain financing.

- On June 10, 2015, Mr. Ducharme received a call from Mr. Sobell, and he informed Mr. Ducharme that he was the sole owner of the home at 66 Bartemus Trail, and that he needed to sign the paperwork for this transaction. Mr. Ducharme stated that he informed Mr. Sobell that he represented the buyers and could not discuss any information regarding the transaction with him.
- At the time he wrote up the offer for John and Kimberly Simard, he was under the assumption that there was one seller, Patricia Sobell.
- Mr. Ducharme met Ms. Havens at the home inspection and had a discussion about the house. He testified that Ms. Havens informed him that there was a divorce and that Ms. Sobell had the right to sell the property, so he did not feel it was necessary for Mr. Sobell to sign the deed.
- On June 1, 2015, he printed the MLS and saw under the non-public remarks to contact the listing agent regarding title, but he didn't contact the agent, because he sent everything to the attorneys to review. Mr. Ducharme stated that the attorneys didn't have an opportunity to review the title, because the deal fell through because of the buyers' inability to obtain financing.

Patricia Sobell testified at the hearing to the following:

- It was her belief that she had been awarded the property to sell through papers she received from the court and from her attorney, Alan Lucas.
- She testified that at the time of listing the property for sale, she told Ms. Havens that she had the right to sell the property and provided a copy of the divorce decree and documentation from Attorney Lucas that stated that she had the right to sell the property and that Mr. Sobell didn't have to be present for anything regarding the sale of the property.

Respondent Havens testified at the hearing to the following:

- Ms. Havens stated that she has 28 years of experience as a real estate salesperson and currently works for Coldwell Banker Residential Brokerage in Amherst, NH, and was working for Coldwell Banker at the time of the transaction.
- Prior to listing the property Respondent Havens was aware that the owner of the property was Thomas Sobell, because she pulled the deed to the property immediately after Patricia Sobell mentioned it was a divorce case and found that Mr. Sobell was the sole owner.
- Patricia Sobell's divorce attorney Alan Lucas faxed the Sobell's divorce decree to Ms. Havens on May 7, 2015. (Respondent's Exhibit D)
- Respondent Havens didn't ask for any input from Mr. Sobell regarding the property disclosure, even though he was the sole owner of the property, and only had Patricia Sobell complete the information on the property.
- Respondent Havens consulted with her manager David Hennessey about the divorce decree and the deed, and her manager consulted with the company attorney Derrick Ingram prior to listing the property. Ms. Havens testified that Respondent Hennessey advised her verbally to take the listing and to indicate somewhere on the listing that there was an issue with the title.
- Ms. Havens stated that she never contacted Thomas Sobell about the property because she was never directed to, and never contacted him because she felt it would be a breach of confidentiality to her client Patricia Sobell.
- Once Respondent Havens validated with Respondent Hennessey that Patricia Sobell had the right to sell the property, she relied on Attorney Lucas and Patricia Sobell to provide all documentation to Mr. Sobell.

- Respondent Havens stated that a few days after the first contract, Thomas Sobell had contacted her to inform her that he was the sole owner of the property, and requested the listing documents for the property, but she didn't provide them to him, and provided the P&S to Attorney Lucas so he could provide it to Mr. Sobell.
- On May 20, 2015, Respondent Havens received an email from Mr. Sobell's attorney Sandra Bloomenthal which stated that Mr. Sobell, as the record owner of 66 Bartemus Trail, was entitled to input on the terms and conditions of the listing agreement and terms and conditions of any sale, and demanded complete transparency in the selling process. Upon advice from Respondent Hennessey, Ms. Havens didn't respond to the email from Attorney Bloomenthal.
- Ms. Havens stated that she informed both buyer agents that there was a divorce but she didn't expect any issues and that there was going to be a Quit Claim Deed signed over.
- Respondent Havens stated that the last time she had in-house training on Seller Representation was 2 ½ years ago by Mr. Hennessey which was ongoing training for about a month.

Respondent Hennessey testified at the hearing to the following:

- Mr. Hennessey is the manager of Coldwell Banker Residential Brokerage in Amherst, NH and has been in real estate and mortgage for 42 years, and was the manager for Ms. Havens at the time of the transaction.
- Respondent Hennessey had questioned whether Patricia Sobell had the ability to deliver the title and had the Coldwell Banker in-house attorney Derrick Ingram review the Sobell's divorce decree. Mr. Hennessey stated that they discussed the matter by telephone. Mr. Hennessey stated that originally he informed Investigator Corthell that he had e-mails from Attorney Ingram which would confirm his discussion with Attorney Ingram, but he could not find them. At the hearing he testified that he could have made a mistake about the e-mails between him and Attorney Ingram. Respondent Hennessey stated that his discussion with Attorney Ingram was verbal and was not seeking permission from Attorney Ingram to list the

property for sale, and it was Respondent Hennessey's decision to instruct Respondent Havens to list the property for Patricia Sobell.

- Respondent Hennessey testified that he instructed Respondent Havens to only communicate with Patricia Sobell's divorce attorney Alan Lucas regarding the listing and sale of the property, because it was a contentious divorce and to communicate with Mr. Sobell or his attorney Sandra Bloomenthal about the listing and sale of the property would be a breach of confidentiality to their client Patricia Sobell.
- Mr. Hennessey stated that as a manager broker of Coldwell Banker he sends out a weekly educational bulletin to agents licensed at the Amherst branch office, which includes decisions made by the Commission.

#### **Findings of Fact:**

In light of the testimony and exhibits, the Commission finds the following facts:

1. Respondent Havens was first granted a real estate salesperson's license by the Commission on March 31, 1988. At the time of the allegations, Respondent Havens was licensed as a real estate salesperson, license # 034477. Respondent Havens is currently licensed with a license period of March 31, 2016 – March 31, 2018. Respondent Hennessey was first granted a real estate broker's license by the Commission on June 21, 1976. At the time of the allegations, Respondent Hennessey was licensed as a real estate broker, license #003919. Respondent Hennessey is currently licensed with a license period of June 21, 2014 – June 21, 2016.
2. The Original Complaint Form 11 was initiated by Thomas Sobell on June 10, 2015 against Respondent Havens and was received at the Commission office on June 12, 2015. (Exhibit 1, pages 1-31)
3. Commission Investigator Corthell filed a parallel complaint against Respondent Havens and initiated a complaint against Respondent Hennessey, as managing broker, for failing to supervise Respondent Havens with respect to allowing Respondent Havens to complete a listing

agreement with Patricia Sobell without consent of Complainant Thomas Sobell, the deeded owner of 66 Bartemus Trail, Unit #236, Nashua, NH. (Exhibit 1, pages 34-95)

4. Respondent Havens admits that she knew Thomas Sobell was the sole owner of the property prior to taking the listing agreement. (Exhibit 1, pages 50-51)

5. The divorce agreement of September 22, 2014, Docket No. 659-2013-DM-0348 awarded the home at 66 Bartemus Trail, Nashua, NH to Patricia Sobell if five strict conditions were met and orders each party to execute whatever documents necessary to comply with the decree:

- (1) She shall complete the refinance process on or before January 15, 2015, and Thomas Sobell shall fully cooperate with the process;
- (2) She shall pay Thomas Sobell \$29,000 representing one-half of the equity in the unit (This sum may be offset dollar for dollar if Respondent forgoes her portion of the IRA described in Paragraph 11);
- (3) The refinance shall remove Thomas Sobell from any liability on the mortgage;
- (4) Patricia Sobell shall reach an agreement, in writing, with the Association regarding past due fees and shall fully comply with that agreement;
- (5) If Patricia Sobell should fail to comply with the terms of the "Trial Period Plan" described in the narrative or with the provisions of this paragraph, the property shall be immediately placed on the market for sale. Any net proceeds shall be divided equally between the parties. From her share, Patricia Sobell shall pay any costs associated with her non-compliance. (Exhibit 1, paragraph 15 Marital Home, pages 87-88)

6. Court Order Docket No. 659-2013-DM-0348 from February 18, 2015 required that the property be placed on the market if Ms. Sobell failed to comply with the terms of refinancing and payment of equity. (Exhibit 1, page 85)

7. Court Order Docket No. 659-2013-DM-0348 from March 26, 2015 granted a refinance extension until May 1, 2015 and stated that if the refinancing is not complete, a Commissioner to sell shall be appointed. (Exhibit 1, pages 83-84)

8. Complainant Sobell filed a request for appointment of Commissioner with the 9<sup>th</sup> Circuit Court Family Division, Hillsborough, NH on May 4, 2015. (Exhibit 1, pages 81-82)

9. Respondent Havens was the listing agent for client Patricia Sobell, for #236, Building 22, Bartemus Trail, Nashua, NH (a/k/a 66 Bartemus Trail, Nashua, NH). An Exclusive Right to Sell Agreement was signed by Ms. Sobell and Respondent Havens on May 11, 2015. (Exhibit 1, pages 113-116)

10. Respondent Havens listed the property for sale on May 11, 2015. (Exhibit 1, pages 57-58)

11. Complainant Thomas Sobell accuses Respondent Havens of listing his property for sale without the owner's consent.

12. Complainant Thomas Sobell contacted Respondent Havens when he learned his property was listed for sale and informed her he was the owner and requested information and details regarding the listing of his property at #236, Building 22, Bartemus Trail, Nashua, NH.

13. Respondent Havens claims she was aware of Thomas Sobell's ownership interest.

14. Thomas Sobell's attorney, Sandra Bloomenthal contacted Respondent Havens on May 20, 2015 by email and demanded transparency and input into the conditions of the sale and listing of the property. (Exhibit 1, page 16)

15. Respondent Havens obtained a P&S Agreement on June 2, 2015, and disclosed ownership and the pending divorce to the buyer agent, Anthony Ducharme. (Exhibit 1, page 124-128)

16. The Commission's Investigator contacted Respondent Hennessey on June 10, 2015 pursuant to receiving a complaint from Thomas Sobell. Respondent Hennessey stated his firm's attorney (Derrick Ingram) discussed the Sobell's divorce documents and Respondent Hennessey provided verbal authority to Ms. Havens to list the property on behalf of Patricia Sobell.

17. Respondent Havens admits in her reply to this complaint that she failed to provide copies of the executed documents to Complainant Thomas Sobell.

18. Complainant Thomas Sobell felt that Respondent Havens' conduct in this transaction was untrustworthy and incompetent.

19. Respondent Havens obtained an executed P&S on behalf of Patricia Sobell on August 12, 2015 with Joe Mundungo. (Exhibit 1, page 242-248)

#### **Relevant Law:**

##### **RSA 331-A:1 Purpose.**

It is the policy of this state to regulate the practice of real estate brokers and salespersons in order to ensure that they meet and maintain minimum standards which promote public understanding and confidence in the business of real estate brokerage.

##### **RSA 331-A:26 Prohibited Conduct.**

IV. Making, printing, publishing, distributing, or causing, authorizing or knowingly permitting the making, printing, publication or distribution of false statements, descriptions or promises of such character as to reasonably induce any person to act, if the statements, descriptions or promises purport to be made or to be performed by either the licensee or licensee's principal, and the licensee then knew or, by the exercise of reasonable care and inquiry, could have known of the falsity of the statements, descriptions or promises.

XXXI. Offering real estate for sale or lease without the knowledge and written consent of the owner or owner's authorized agent, or on terms other than those authorized by the owner or owner's authorized agent.

XXVII. In the case of a principal broker or a licensee who is a branch manager, failing to exercise reasonable supervision over the activities of licensees and any unlicensed staff.

### Rulings of Law:

The Commission makes the following findings by a preponderance of the evidence:

1. Respondent Havens listed 66 Bartemus Trail, Unit #236, Nashua, NH in the MLS for her client Patricia Sobell and placed in the non-public remarks, "Contact listing agent regarding title". The Commission felt that placing this statement in the non-public remarks was not sufficient, and had the buyer known about the title issue, they may have not gone through with the transaction. Ms. Havens made false statements by informing both buyer agents that she didn't expect any title or transfer of title issues, even though there was a divorce and that the buyers would receive a Quitclaim Deed. Also Respondent Havens had Patricia Sobell sign a Purchase & Sale Agreement that stated marketable title shall be conveyed by a warranty deed, and shall be free and clear of all encumbrances except usual public utilities serving the property, when she didn't know for sure that Mr. Sobell would sign the deed over. Had Mr. Sobell failed to sign a Quitclaim Deed the sale could have been held up for months. Therefore the Commission found Respondent Havens in violation of RSA 331-A:26, IV. (Notice of Hearing, paragraph 5A).

2. Respondent Havens offered real estate for sale without the knowledge and written consent of the owner or the owner's authorized agent, or on terms other than those authorized by the owner or owner's authorized agent, when she contracted with Patricia Sobell to sell the property located at 66 Bartemus Trail, Lot #236, Nashua, NH without Thomas Sobell's permission as the deeded owner of the property. Respondent Havens failed to provide information regarding the terms and conditions of the sale of the property to Thomas Sobell, as requested by Mr. Sobell during his conversation with Respondent Havens on May 13, 2015, and upon request by his attorney Sandra Bloomenthal by email on May 20, 2015. Therefore, the Commission found Respondent Havens in violation of RSA 331-A:26, XXXI. (Notice of Hearing, paragraph 5B).

3. Respondent Hennessey, as Respondent Havens managing broker, failed to exercise reasonable supervision over the activities of Ms. Havens, when he instructed Ms. Havens to list the property for Patricia Sobell without getting additional advice from counsel regarding the divorce decree, deed, and whether Patricia Sobell had the right to sell and the ability to deliver the title to the

property at 66 Bartemus Trail. Therefore, the Commission found Respondent Hennessey in violation of RSA 331-A:26, XXVII. (Notice of Hearing, paragraphs 5C).

**Disciplinary Action:**

Based upon the Findings of Facts and Rulings of Law above, the Commission finds that the Respondents' actions indicate that they failed to "meet and maintain the minimum standards which promote public understanding and confidence in the business of real estate brokerage" (RSA 331-A:1 Purpose) and has voted to order the following:

It IS **ORDERED** that Respondent Havens pay a disciplinary fine of two hundred and fifty dollars (\$250) for each violation for a total of five hundred dollars (\$500) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within sixty (60) days of the effective date of this Order, and Respondent Havens shall show proof of completion of 3 hours of a New Hampshire Real Estate Commission accredited continuing education course on Reasonable Supervision and a 3 hour course on Contracts by submitting to the Commission affidavits for the completed courses (this continuing education is to be completed by classroom delivery method only and shall not count towards Respondent's continuing education requirements for renewal of license) within sixty (60) days of the effective date of this Order. Failure to comply with this Disciplinary Order will result in the suspension of Respondent Havens' real estate salesperson's license until the fine is paid and proof of completion of the courses is submitted to the Commission.

It IS **ORDERED** that Respondent Hennessey 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 within sixty (60) days of the effective date of this Order, and Respondent Hennessey shall show proof of completion of 3 hours of a New Hampshire Real Estate Commission accredited continuing education course on Reasonable Supervision and a 3 hour course on Contracts by submitting to the Commission affidavits for the completed courses (this continuing education is to be completed by classroom delivery method only and shall not count towards the Respondent's continuing education requirements for renewal of license) within sixty (60) days of the effective date of this Order. Failure to comply with this Disciplinary Order will result in the suspension of Respondent Hennessey's

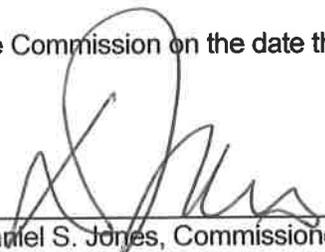
real estate broker's license until the fine is paid and proof of completion of the courses is submitted to the Commission.

IT IS FURTHER **ORDERED** that the Respondents' failure to comply with any terms or conditions imposed by this Final Decision and Order shall constitute unprofessional conduct pursuant to RSA 331-A:26, XXIX, and a separate and sufficient basis for further disciplinary action by the Commission against Respondents.

IT IS FURTHER **ORDERED** that this Final Decision and Order shall become a permanent part of the Respondents' disciplinary file, which is maintained by the Commission as a public document.

IT IS FURTHER **ORDERED** that if this decision is not appealed within thirty (30) days of the effective date, it shall become final. See RSA 331-A:28, III ("The action of the commission in revoking, suspending, or denying a license or accreditation, or levying a fine, shall be subject to appeal to the superior court at the instance of the licensee or an accredited individual, institution, or organization, within 30 days after the filing of the commission's decision...").

IT IS FURTHER **ORDERED** that this Final Decision and Order shall take effect as an Order of the Commission on the date the Commission signs it.

  
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Daniel S. Jones, Commissioner, Presiding Officer

6/13/16  
Date

  
\_\_\_\_\_  
William E. Barry, Commissioner

6/13/2016  
Date

  
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Calley M. Milne, Commissioner

6/13/2016  
Date

  
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Paul A. Lipnick, Commissioner

6-13-2016  
Date

\*\ John G. Cronin, Commission member, recused.