

**BEFORE THE  
NEW HAMPSHIRE REAL ESTATE COMMISSION  
CONCORD NH 03301**

In the Matter of:

Rania Elsherif  
Salesperson Lic. #071080

File No. 2022-003

SETTLEMENT AGREEMENT

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 Rania Elsherif (“Respondent”), a real estate salesperson currently licensed in the State of New Hampshire, agree to resolve certain allegations of professional misconduct now pending before the Commission in accordance with the following terms and conditions:

1. Pursuant to RSA 331-A:28, RSA 331-A:29, I, RSA 310-A:1-j, and RSA 541-A:31, V, the Commission has jurisdiction and authority to investigate and commence a disciplinary proceeding pertaining to allegations of professional misconduct committed by licensees of the Commission. Pursuant to RSA 310-A:1-k, III and RSA 541-A, V, the Commission may at any time before or during a disciplinary proceeding resolve allegations of professional misconduct by a written *Settlement Agreement* approved by the Commission and licensees provided the complainant has an opportunity to comment upon the terms of the *Settlement Agreement* before the *Settlement Agreement* has been executed.
2. On 05/11/2016, the Commission first granted Respondent Salesperson License #071080. The Respondent’s license is active and has an expiration date of 05/11/2024.

3. On or about 03/22/2021, the Commission received a written complaint from Susan and John Reiss (“Complainants”), sellers of property in Stratham, NH, alleging that the Respondent represented herself both as a buyer’s agent and as a facilitator and failed to timely notify the Complainants that the buyer failed to make the required escrow deposit.
4. In response to the complaint, the Commission conducted an investigation and obtained information from various sources including obtaining a response from the Respondent pertaining to whether the Respondent’s conduct constitutes unprofessional conduct pursuant to the Commission’s statutes and rules.
5. Respondent stipulates that if a disciplinary proceeding were to take place, Hearing Counsel could prove that Respondent engaged in unprofessional conduct pursuant to RSA 331-A:2, XV and RSA 331-A:26, XXIX according to the following facts:
  - a. Since May of 2016, Respondent has held a NH Salesperson’s license and has remained in good standing at all times.
  - b. Respondent has no history of prior misconduct or discipline.
  - c. Respondent is a real estate sales agent employed with The Michael Bean Group (“BG”).
  - d. On or about November 2020, Sonny Iannacone (“Buyer”) contacted Respondent expressing interest in purchasing an undeveloped parcel of land.
  - e. On 11/19/2020, Complainants listed an undeveloped parcel of land located at 2 Betty Lane, Stratham, NH (“Betty Lane Land”) as a “For Sale By Owner” property through Zillow.
  - f. On 12/27/2020, Respondent met Complainants at Betty Lane Land, informed them she knew a customer who might be interested, and asked if they had retained a real estate agent.
  - g. Respondent offered an information packet to Complainants which contained a Disclosure of Agency Form.

- h. In response, Complainants declined to accept the information packet or enter an agency relationship with Respondent.
- i. Complainants indicated they would be represented by an attorney in any resulting transaction.
- j. On 01/06/2021, Respondent entered into a Buyer's Exclusive Agent agreement with Sonny Iannacone ("Buyer").
- k. On 02/26/2021, Respondent as the agent for Buyer drafted and sent Complainants an offer for Betty Lane Land having principle terms of a sales price of \$245,000, a deposit of \$5,000 to be held in escrow by the BG within five days of execution of the P&S, and closing to occur on 03/16/21 to occur at BG.
- l. Complainants spoke with Respondent to communicate that the offer was acceptable.
- m. Respondent agreed to draft and circulate the final version of the purchase and sale agreement "P&S."
- n. When drafting, Respondent, in error, scrivener's or otherwise, incorrectly indicated in Paragraph 7. "Representation" that the Respondent of BG was both a "buyer agent" for the Buyer and a "facilitator" for the Complainants.
- o. RSA 331-A:2, V-a defines a "facilitator" as "an individual who assists one or more parties during all or a portion of a real estate transaction **without being an agent or advocate for the interests of any party** to such transactions." (emphasis added).
- p. Buyer and Complainants entered the P&S having an effective date of 02/27/2021.
- q. Between 02/27/21 and 03/04/21, Respondent instructed Buyer on multiple occasions to make the escrow deposit.
- r. On 03/04/21, the Buyer failed to deliver the \$5,000 deposit within five days of execution of the P&S.

- s. Between 03/04/21 and 03/12/21, Respondent made multiple attempts to contact Buyer about the escrow deposit.
  - t. On 03/05/21, Complainants sent an email to the Respondent to discuss the role of the party at closing, to share the Complainant's attorney information, and to request the buyer's attorney contact information.
  - u. On 03/05/21, Respondent spoke with Buyer who confirmed that he planned to promptly deliver the escrow deposit and intended to close on 03/16/21.
  - v. Buyer never delivered the escrow deposit.
  - w. On 03/10/21, Complainants inquired of the Respondent the date and time of the scheduled closing.
  - x. On 3/12/21, Complainants again inquired of Respondent date and time of the scheduled closing.
  - y. On 3/12/21, Respondent notified the Complainants that Buyer had not delivered the escrow deposit.
  - z. RSA 331-A:25-c, II states: the duties of a licensee acting on behalf of a buyer or tenant to a seller or landlord include: (a) **Treating all prospective sellers and landlords honestly.**” (emphasis added).
  - aa. On 03/15/21, Complainants exercised their option to terminate the P&S for failure to timely deposit escrow and for failure to schedule closing.
6. Respondent acknowledges that this conduct set forth in paragraph 5 is the basis for the Commission's decision to impose disciplinary sanctions against Respondent pursuant to the New Hampshire Real Estate Practice Act, NH RSA 331-A and the New Hampshire Real Estate rules and regulations.
7. WHEREFORE, the Respondent consents to the Commission imposing the following discipline pursuant to RSA 331-A:28, I and RSA 310-A:1-m:

- a. The Respondent shall pay a **DISCIPLINARY FINE** in the amount of seven hundred and fifty dollars (\$750.00) to the New Hampshire Real Estate Commission, of which three hundred and seventy-five dollars (\$375.00) is suspended for a period of two years upon execution of this *Settlement Agreement*, provided no additional finding of unprofessional conduct is made by the Commission based on a complaint filed during the two-year period. After two years, the suspended portion terminates provided no additional complaints have been filed. **Three hundred and seventy-five dollars (\$375.00) is due and payable** within thirty (30) days from the effective date of this *Settlement Agreement* and according to the terms in paragraph 7.c.
- b. The Respondent shall pay a fee toward the **COSTS OF INVESTIGATION AND PROSECUTION** in the amount of **two hundred and fifty dollars (\$250.00)** to be paid within ninety (90) days from the effective date of this *Settlement Agreement* and according to the terms in paragraph 7.c.
- c. All payments shall be in the form of a check or money order made payable to the Treasurer, State of New Hampshire. The payment of the administrative fine shall be made separate from the payment of the costs of investigation and prosecution. Each payment shall specify on the memo line whether the payment is for “REC Disciplinary Fine” or “REC Costs of Investigation and Prosecution.” Each payment shall be mailed with a printed copy of this *Settlement Agreement*. All payments shall be sent to:

ATTN: OPLC Finance and Real Estate Commission  
Office of Professional Licensure and Certification  
7 Eagle Sq.  
Concord, NH 03301
- d. Respondent is required to meaningfully participate in a total of six (6) hours of Commission-approved **CONTINUING EDUCATION** courses evenly divided between

the topics of disclosures and agency. The courses must be in a live format either in-person or via video conference. These hours shall be in addition to the hours required by the Commission for renewal of licensure and shall be completed within ninety (90) days from the effective date of this *Settlement Agreement*. Within fifteen (15) days of completing these required courses, Respondent shall notify the Commission and provide proof of completion of the course hours to the Commission and a **Letter of Reflection**. The **Letter of Reflection** shall be in the Respondent's own words and shall demonstrate that the Respondent has achieved a satisfactory degree of skill and understanding in the areas of deficiency as described in the above stated facts.

- i. The Letter of Reflection at a minimum shall apply the content learned during the course to the Respondent's conduct described in the facts above and reflect on how the conduct may have been changed.
  - ii. Such Letter of Reflection shall be confidential and exempt from disclosure under RSA 91-A.
  - iii. Within forty-five (45) days of receipt, the Commission shall notify the Respondent whether or not the Letter of Reflection demonstrates a satisfactory degree of skill and understanding in the area(s) of deficiency.
  - iv. If the Commission finds the Letter of Reflection fails to demonstrate a satisfactory degree of skill and understanding, the Commission may order the Respondent to appear at a non-disciplinary show cause hearing to answer as to why the letter failed to demonstrate sufficient skill and understanding and to address the Commission's concerns.
8. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license. Respondent's breach of any terms or conditions of this *Settlement Agreement* shall constitute unprofessional

conduct and shall serve as a separate and sufficient basis for further disciplinary action by the Commission.

9. Except as provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Commission based upon the misconduct described above. However, the Commission may consider this misconduct as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future.
10. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Commission as a public document.
11. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to Respondent other than those terms and conditions expressly stated herein.
12. The Commission agrees that in return for Respondent's executing this *Settlement Agreement*, the Commission will not proceed with the formal adjudicatory process based upon the facts described herein.
13. Respondent understands that Respondent's action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
14. Respondent has had the opportunity to seek and obtain the advice of an attorney of Respondent's choosing in connection with his decision to enter into this *Settlement Agreement*.
15. Respondent understands that the Commission must review and accept the terms of this *Settlement Agreement*. If the Commission rejects any portion, the entire *Settlement Agreement* shall be null and void. Respondent specifically waives any claims that any disclosures made to the Commission during its review of this *Settlement Agreement* has prejudiced Respondent's right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.

16. Respondent is not under the influence of any drugs or alcohol and is otherwise of sound mind at the time the Respondent signs this agreement.

17. Respondent certifies that Respondent has read this document titled *Settlement Agreement*.

Respondent understands that Respondent has the right to a formal adjudicatory hearing concerning this matter and that at said hearing Respondent would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on Respondent's own behalf, to contest the allegations, to present oral argument, and to appeal to the courts.

Further, Respondent fully understands the nature, quality, and dimensions of these rights.


Respondent understands that by signing this *Settlement Agreement*, Respondent waives these rights as they pertain to the misconduct described herein. This *Settlement Agreement* shall take effect as an Order of the Commission on the date it is signed by an authorized representative of the Commission.



**FOR RESPONDENT**

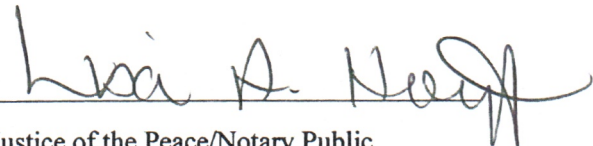
I, Rania Elsherif, have reviewed the foregoing *Settlement Agreement* settling misconduct allegations pending against me and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this *Settlement Agreement*. Further, I, Rania Elsherif, knowingly and freely waive the 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: Sep 14<sup>th</sup>, 2022

  
\_\_\_\_\_  
Rania Elsherif  
Respondent

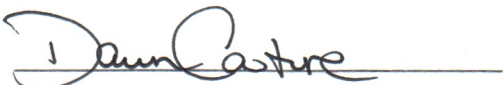
On this 14<sup>th</sup> day of September 2022 personally appeared the person who subscribe to the following instrument and acknowledged the same as her/his voluntary act and deed before me.

LISA A HOYT  
NOTARY PUBLIC  
State of New Hampshire  
My Commission Expires  
June 16, 2026

  
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Justice of the Peace/Notary Public  
My commission expires: June 16, 2026

**FOR THE COMMISSION**

Dated: Oct 12, 2022

  
\_\_\_\_\_  
Dawn Couture  
(Print Name)  
NH Office of Professional Licensure and Certification  
Authorized Representative of the NH Real Estate  
Commission