

NEW HAMPSHIRE REAL ESTATE COMMISSION

In the Matter of:

Christopher D. McInnis (Adjudicatory/Disciplinary)
License No.: 059682 Broker

Docket Numbers: 2016-002
 2016-040
 2016-043

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 Christopher McInnis (“Respondent”), a real estate broker 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:

The parties stipulate that the Commission has jurisdiction to institute a disciplinary proceeding against the Respondent pursuant to NH RSA 331-A:28, RSA 331-A:29, I and RSA 541-A:31. Accordingly, the Commission and Respondent agree and stipulate as follows:

1. In December 2015, Respondent was engaged to act on behalf of a landlord to perform certain duties with regard to the rental and potential sale of a specific property in North Hampton, NH.
2. In the course of performing those duties on behalf of the landlord, the Respondent provided keys to the property to a new tenant, received a check made payable to the landlord from the tenant for the rental of the property, and delivered such check to the landlord.

3. In the course of the same transaction, Respondent failed to perform certain ministerial acts, specifically, he failed to promptly prepare and provide a written lease of property to the tenant in **violation of RSA 331-A:25-b, II(b)**.
4. In December 2015, Respondent was engaged to represent a seller in the sale of a specific property in North Hampton, NH. A purchase and sale agreement was executed by a buyer and a deposit was provided. In the end, this buyer did not purchase the property.
5. In January 2016, the same property was ultimately sold to another buyer.
6. In the course of both potential sale transactions, Respondent failed to make the required agency disclosures in writing to all parties involved in the sale and purchase of the property in **violation of RSA 331-A:26,XXII (b) and RSA 331-A:26, II**.

WHEREFORE, the Respondent consents to the Commission imposing the following discipline pursuant to RSA 331-A:28, I:

- A. The Respondent shall pay a disciplinary fine in the amount of seven hundred fifty dollars (\$750) to the New Hampshire Real Estate Commission, payable to the Treasurer State of New Hampshire within thirty (30) days of the effective date of this Settlement Agreement.
- B. Respondent is required to meaningfully participate in a commission approved continuing education class in the area of property management. 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 hours, Respondent shall notify the Commission and provide the original certificate of completion.
- C. Respondent is required to meaningfully participate in a commission approved continuing education class in the area of agency disclosures. 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 hours, Respondent shall notify the Commission and provide the original certificate of completion.
- D. The Commission may consider Respondent's compliance with the terms and conditions herein in any subsequent proceeding before the Commission regarding Respondent's license.
- E. 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 disciplinary action by the Commission.
- F. Except as expressly provided herein, this *Settlement Agreement* shall bar the commencement of further disciplinary action by the Commission based upon the misconduct described above, and all proceedings concerning the above captioned matters shall be terminated and closed. However, the Commission may consider this misconduct, but not any other allegations made in the above captioned matters, as evidence of a pattern of conduct in the event that similar misconduct is proven against Respondent in the future.

- G. This *Settlement Agreement* shall become a permanent part of the Respondent's file, which is maintained by the Commission as a public document.
- H. Respondent voluntarily enters into and signs this *Settlement Agreement* and states that no promises or representations have been made to him other than those terms and conditions expressly stated herein.
- I. The Commission agrees that in return for Respondent's executing this *Settlement Agreement*, the Commission shall not proceed with the formal adjudicatory process based upon the facts described herein.
- J. Respondent understands that his action in entering into this *Settlement Agreement* is a final act and not subject to reconsideration or judicial review or appeal.
- K. Respondent has had the opportunity to seek and obtain the advice of an attorney of his choosing in connection with his decision to enter into this *Settlement Agreement*.
- L. 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 his right to a fair and impartial hearing in the future if this *Settlement Agreement* is not accepted by the Commission.
- M. Respondent certifies that he has read this document titled *Settlement Agreement*. Respondent understands that he has the right to a formal adjudicatory hearing concerning this matter and that at said hearing he would possess the right to confront and cross-examine witnesses, to call witnesses, to present evidence, to testify on her


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*, he waives these rights as they pertain to the misconduct described herein.

- N. 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

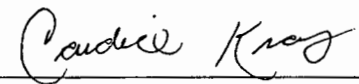
I, Christopher D. McNnis, have reviewed the foregoing *Settlement Agreement* settling misconduct allegations pending against me, and, of my own free will and without duress, and being knowledgeable about all of the consequences, admit to the validity thereof, and agree to all of the terms of this *Settlement Agreement*. Further, Christopher D. McNnis, 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: FEBRUARY 21, 2018



Christopher D. McNnis
Respondent

On this 21st day of February A.D. 2018 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:
3/8/22

FOR THE COMMISSION

Dated: 3/7/18, 2018



Joseph Shoemaker, Division Director
Authorized Representative of the
NH Real Estate Commission