

1 irrevocable.

2 4. Respondent understands that this Consent Agreement or any part of the
3 agreement may be considered in any future disciplinary action by the Board against him.

4 5. The Consent Agreement, any record prepared in this matter, all investigative
5 materials prepared or received by the Board and all related exhibits and materials, are
6 public records (as defined in A.R.S. § 41-158.18) upon acceptance by the Board of this
7 Consent Agreement and may be retained in the Board's files pertaining to this matter.

8 6. Respondent understands this Consent Agreement deals with Board case
9 number HI16-008 involving allegations that Respondent engaged in conduct that would
10 subject him to discipline under the Board's statutes and rules. The investigation into
11 these allegations against Respondent shall be concluded upon the Board's adoption of
12 this Consent Agreement.

13 7. Respondent understands that this Consent Agreement does not constitute a
14 dismissal or resolution of any other matters currently pending before the Board, if any,
15 and does not constitute any waiver, express or implied, of the Board's statutory authority
16 or jurisdiction regarding any other pending or future investigation, action or proceeding.

17 8. Respondent also understands that acceptance of this Consent Agreement does
18 not preclude any other agency, subdivision, or officer of this State from instituting any
19 other civil or criminal proceedings with respect to the conduct that is the subject of this
20 Consent Agreement.

21 9. Respondent acknowledges and agrees that, upon signing this Consent
22 Agreement and returning this document to the Board's Executive Director, he may not
23 revoke his acceptance of the Consent Agreement or make any modifications to the
24 document regardless of whether the Consent Agreement has been signed on behalf of the
25 Board. Any modification to this original document is ineffective and void unless
26 mutually agreed by the parties in writing.

27 10. This Consent Agreement is subject to the approval of the Board and is
28 effective only when accepted by the Board and signed on behalf of the Board. If the

1 Board does not accept this Consent Agreement, the Board retains its authority to hold a
2 formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the
3 Board does not approve this Consent Agreement, it is withdrawn and shall be of no
4 evidentiary value and shall not be relied upon nor introduced in any action by any party,
5 except that the parties agree that should the Board reject this Consent Agreement and this
6 case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced
7 by its review and discussion of this document or any records relating thereto.

8 11. If a court of competent jurisdiction rules that any part of this Consent
9 Agreement is void or otherwise unenforceable, the remainder of the Consent Agreement
10 shall remain in full force and effect.

11 12. Respondent understands that any violation of this Consent Agreement may
12 result in disciplinary action, including suspension or revocation of the registration under
13 A.R.S. § 32-150.

14 13. Respondent agrees that the Board will adopt the following Findings of Fact,
15 Conclusions of Law and Order.

16 **FINDINGS OF FACT**

17 1. The Board is the duly constituted authority for the regulation and control of
18 Certified Home Inspectors in the State of Arizona.

19 2. Respondent is the holder of Arizona Certified Home Inspector No. 40415,
20 which became delinquent as of January 31, 2015.

21 3. Respondent firm registration has been expired since April 30, 2014.

22 4. On August 6, 2015, the Respondent performed a home inspection and
23 prepared a home inspection report under Respondent firm, for the property located at 138
24 E. Pebble Ct., Casa Grande, AZ.

25 5. On August 19, 2015, the Board received a complaint for a home inspection
26 that was performed by Respondent at a residence that alleged the Respondent failed to
27 conduct a home inspection in accordance with Standards of Professional Practice and
28

1 under while Respondent's certification was delinquent and Respondent firm registration
2 was expired. Based upon this complaint, the Board initiated an investigation.

3 6. On June 9, 2016, an Enforcement Advisory Committee reviewed the case,
4 and found the following:

5 a. Respondent conducted a home inspection in the State of Arizona with
6 an expired certification

7 b. Respondent conducted a home inspection in the State of Arizona
8 through the unregistered firm, Southwest Inspections AZ

9 c. Respondent failed to accurately observe the condition of the stem wall
10 foundation. (AZSOP 4.1.A.1)

11 d. Respondent failed to observe the condition of the floor structure
12 (AZSOP 4.1.A.2)

13 e. Respondent failed to observe the condition of the wall structure
14 (AZSOP 4.1.A.3)

15 f. Respondent failed to observe the condition of the roof flashings
16 (AZSOP 6.1.C)

17 g. Respondent used ambiguous terms for the condition of various items
18 throughout the report, failing to accurately observe their condition. (AZSOP 2.1.)

19 CONCLUSIONS OF LAW

20 1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.

21 2. The conduct alleged in the Findings of Facts constitutes grounds for
22 discipline pursuant to A.R.S. § 32-127 (D), in that Respondent conducted a home
23 inspection on August 6, 2015, on an invalid certificate that expired on January 31, 2015.

24 3. The conduct alleged in the Findings of Facts constitutes grounds for
25 discipline pursuant to A.R.S. § 32-121, and A.R.S. § 32-141(A), in that Respondent
26 conducted a home inspection through the unregistered firm Southwest Inspections AZ.

27 4. The conduct alleged in the Findings of Fact, constitutes grounds for discipline
28 pursuant to A.R.S. § 32-128(C)(4) as it relates to; A.A.C. R4-301.1(A), in that

1 Respondent failed to conduct home inspection in accordance with the Standards of
2 Professional Practice for Arizona Home Inspectors.

3 **ORDER**

4 Based on the foregoing Findings of Fact and Conclusions of Law, the Board issues
5 the following Order:

6 1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of
7 Reprimand.

8 2. ASSURANCE OF DISCONTINUANCE. Respondent Firm shall not
9 practice, offer to practice, or by any implication hold themselves out as qualified to
10 practice Home Inspection as defined by A.R.S. § 32-101(25), until such time as the firm
11 is registered by the Board and is in full compliance with the Board's Statutes and Rules.
12 Respondent Firm shall not display any card, sign or other device that may indicate to the
13 public that the firm Southwest Inspections AZ is a registered firm or is qualified to
14 practice as such in the State of Arizona until such time as Southwest Inspections has been
15 granted registration by the Arizona Board of Technical Registration and is in full
16 compliance with the Board's Statutes and Rules.

17 3. ADMINISTRATIVE PENALTY. Within ninety (90) days from the
18 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
19 of One Thousand Dollars (\$1,000.00) by certified check or money order made payable to
20 the State of Arizona Board of Technical Registration.

21 4. COST OF INVESTIGATION. Within ninety (90) days from the effective
22 date of this Consent Agreement, Respondent shall pay the cost of investigation of this
23 case to the Board in the amount of Six Hundred Ninety-Nine Dollars (\$699.00) by
24 certified check or money order made payable to the State of Arizona Board of Technical
25 Registration, according to the provisions of A.R.S. § 32-128(H).

26 5. OBEY ALL LAWS. Respondent shall obey all federal, state and local
27 laws, as well as, all rules governing the practice of Home Inspections in the State of
28 Arizona. The Board shall consider any violation of this paragraph to be a separate

1 violation of the rules and statues governing the Arizona Board of Technical Registration.

2 6. RENEWAL OF REGISTRATION. Respondent shall timely renew his
3 Arizona registration as a Home Inspector and timely pay all required registration fees.

4 7. EFFECTIVE DATE. The effective date of this Consent Agreement is the
5 date the Respondent and Board sign the Consent Agreement. If the dates are different, the
6 effective date is the later of the two dates:

7 8. COSTS OF COMPLIANCE. Respondent shall pay all costs associated
8 with complying with this Consent Agreement.

9 9. NONCOMPLIANCE. If Respondent violates this Order in any way or fails
10 to fulfill the requirements of this Order, the Board, after giving notice and the opportunity
11 to be heard, may revoke, suspend or take other disciplinary actions against the
12 registration. The issue at such a hearing will be limited solely to whether this Order has
13 been violated.

14 ACCEPTED and ORDERED this 27TH day of SEPTEMBER, 2016.

15 *E. Leroy Brady*

16 _____
17 E. Leroy Brady, Chairman
18 Arizona State Board of
19 Technical Registration

20 Consent Agreement and Order, No. HI16-008 accepted this 6 day of
21 September, 2016.

22 *Lynn Reber*

23 _____
24 Lynn Reber, Personally and on behalf of
25 South West Inspections AZ,
26 Respondents

27 ORIGINAL filed this 27 day of
28 SEPTEMBER, 2016, with:

Arizona State Board of Technical Registration
1110 W. Washington, Suite 240
Phoenix, AZ 85007

COPY of the foregoing mailed via Certified Mail

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No. 7016 0750 0000 2510 8604 and
First Class mail this 30 day of SEPTEMBER, 2016, to:

Lynn Reber
Southwest Inspections AZ
1017 S Del Rancho
Mesa, AZ 85208

By: J. Kramer