BEFORE THE ARIZONA STATE
BOARD OF TECHNICAL REGISTRATION

In the Matter of: Case No.: HI17-018
Troy Bashford CONSENT AGREEMENT
Home Inspector ORDER OF DISCIPLINE
Certification No. 58611
Respondent

In the interest of a prompt and judicious resolution of the above-captioned matter before the Arizona State Board of Technical Registration ("Board") and consistent with the public interest, statutory requirements, and the responsibilities of the Board, and pursuant to A.R.S. § 32-101 et seq., and A.A.C. R4-30-120(G), the undersigned party, Troy Bashford ("Respondent"), holder of Certification No. 58611, and the Board enter into the following Recitals, Findings of Fact, Conclusions of Law and Order ("Consent Agreement") as a final disposition of this matter.

RECITALS

1. Respondent has read and understands this Consent Agreement and has had the opportunity to discuss this Consent Agreement with an attorney, or has waived the opportunity to discuss this Consent Agreement with an attorney.

2. Respondent understands that he has a right to a public administrative hearing concerning this case. He further acknowledges that at such formal hearing he could present evidence and cross-examine witnesses. By entering into this Consent Agreement, Respondent knowingly, voluntarily, and irrevocably waives his right to such an administrative hearing, as well as rights of rehearing, review, reconsideration, appeal, judicial review or any other administrative and/or judicial action concerning the matters set forth herein.

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

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

6. Respondent understands this Consent Agreement deals with Board case number HI17-018, involving allegations that Respondent engaged in conduct that would subject him to discipline under the Board’s statutes and rules. The investigation into these allegations against Respondent shall be concluded upon the Board’s adoption of this Consent Agreement.

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

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

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

10. This Consent Agreement is subject to the approval of the Board and is effective only when accepted by the Board and signed on behalf of the Board. If the Board does not accept this Consent Agreement, the Board retains its authority to hold a
formal administrative hearing pursuant to A.R.S. § 32-128(E). In the event that the 
Board does not approve this Consent Agreement, it is withdrawn and shall be of no 
evidentiary value and shall not be relied upon nor introduced in any action by any party, 
except that the parties agree that should the Board reject this Consent Agreement and this 
case proceeds to hearing, Respondent shall assert no claim that the Board was prejudiced 
by its review and discussion of this document or any records relating thereto.

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

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

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

**FINDINGS OF FACT**

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

2. Respondent is the holder of Arizona Certified Home Inspector No. 58611.

3. On or about November 12, 2016, the Respondent performed a home 
inspection for the property located at 15132 W. Briles Rd., Surprise, AZ.

4. On January 4, 2017, the Board received a complaint alleging that Respondent 
failed to conduct a home inspection in accordance with Standards of Professional Practice 
for Arizona Home Inspectors ("AZ SOP").

5. On March 8, 2017 and June 1, 2017, the Board received assessments, from 
two (2), members of the Board's Enforcement Advisory Committee ("EAC") who 
reviewed the case and found Respondent failed to conduct a Home Inspection in 
accordance with the Standards of Professional Practice for Arizona Home Inspectors.
6. On July 20, 2017, an Enforcement Advisory Committee reviewed the case, and determined that Respondent failed to report on evidence of a prior leak and the resulting floor damage during the Home Inspection. The Committee also determined that Respondent’s Home Inspection report failed to meet the Standards of Professional Practice for Arizona Home Inspectors in the following areas:

   a) The Respondent’s firm address was not included in the agreement as required in AZSOP 2.2.A.3,

   b) The condition of the foundation/crawl space was not reported on as required in AZSOP 4.1.A.1,

   c) The condition of the floor framing was not observed as required in AZSOP 4.1.A.2,

   d) The type and condition of the exterior walls were not reported on as required in AZSOP 4.1.A.3 & 4.2.A.3,

   e) Type of roof framing and condition were not reported on as required in AZSOP 4.1.A.6 & 4.2.A.6,

   f) The condition of the wall flashing and trim were not reported on as required in AZSOP 5.1.A,

   g) The condition of the entry door was not reported on as required in AZSOP 5.1.B,

   h) The condition of the windows was not reported on as required in AZSOP 5.1.B,

   i) The condition of eaves, soffits and trim were not reported on as required in AZSOP 5.1.E,

   j) The presence of polybutylene plumbing was observed but a cautionary note as suggested in the Report Evaluation Checklist was not included in the report on as required in AZSOP 7.1.A.1,

   k) The condition of plumbing supports and insulation was not reported on as required in AZSOP 7.1.A.1,

   l) The report stated that a representative number of plumbing fixtures were operated but the Standards require that all fixtures be operated as required in AZSOP
m) Functional flow was not described or reported on as required in AZSOP 7.1.A.3,
n) The condition of the waste and vent plumbing system was not reported on as required in AZSOP 7.1.13.1,
o) Functional drainage was not described and reported on as required in AZSOP 7.1.B.3,
p) The electrical service condition was not reported on as required in AZSOP 8.1.A,
q) The condition of the service conductor was not reported as required in AZSOP 8.1.A,
r) The condition of over current protection devices was not reported on as required in AZSOP 8.1.D,
s) The compatibility and condition of electric branch circuit conductors was not reported on as required in AZSOP 8.1.D,
t) The condition of lights and switches was not reported on as required in AZSOP 8.1.E,
u) Receptacle polarity and grounding was not reported on as required in AZSOP 8.1.F,
v) Heating system automatic safety controls were not observed as required in AZSOP 9.1.A.3,
w) The HVAC distribution condition was not reported on as required in AZSOP 9.1.A.6,
x) The condition of HVAC filters was not reported on as required in AZSOP 9.1.A.6,
y) The presence of an HVAC source in every room was not reported on, only bedrooms were addressed, as required in AZSOP 9.1.A.7,
z) The condition of interior walls, floors windows and doors was not reported on as required in AZSOP 11.1.A,
aa) The type and presence of insulation was not reported on as required in AZSOP 12.1.A,
bb) The presence or absence of a vapor retarder was not reported on as required in AZSOP 12.1.A, and

c) The attic ventilation system and condition was not reported on as required in AZSOP 12.1.B.

**CONCLUSIONS OF LAW**

1. The Board has jurisdiction in this matter pursuant to A.R.S. § 32-101, et seq.
2. The conduct alleged in the Findings of Fact, constitutes grounds for discipline pursuant to A.R.S. § 32-128(C)(4) as it relates to; A.A.C. R4-301.1(A), in that Respondent failed to conduct home inspection in accordance with the Standards of Professional Practice for Arizona Home Inspectors.

**ORDER**

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

1. LETTER OF REPRIMAND. Respondent is hereby issued a Letter of Reprimand.
2. PEER REVIEW. Within Four (4) months of the effective date of this Consent Agreement, Respondent shall accompany a supervising Certified Home Inspector ("Peer Reviewer") on Four (4) Home Inspections, and perform inspections at the same time and location as the Peer Reviewer. Respondent shall write a Home Inspection Report, and submit the written report to the Peer Reviewer for review. Respondent may select his Peer Reviewer who shall be in good standing with the Board and shall not have received any disciplinary action from the Board within the last 3-years. The Peer Reviewer shall have been continuously certified by the Board as a Home Inspector for at least five (5) years and shall have conducted at least two hundred and fifty (250) Home Inspections in the State of Arizona. The Respondent shall cause the Peer Reviewer to sign an Affidavit and Agreement to Conduct Peer Review with the Board affirming that the Peer Reviewer has met the Peer Review selection criteria prior to conducting any Peer Reviews. At the conclusion of each peer reviewed Home
Inspection, Respondent will submit his work product, specifically a Home Inspection Report, to the Peer Reviewer who will review and make all corrections to the Respondent's Home Inspection Report necessary for the report to meet the Standards of Professional Practice for Arizona Home Inspectors. Respondent shall not perform any Home Inspections or provide any client with a Home Inspection Report for a fee, until all Peer Reviews are completed. Respondent shall ensure that the Peer Reviewer provides a written report to the Board after each peer reviewed Home Inspection, detailing any deficiencies in the Respondent's practice, and certifying that the deficiencies have been explained and corrected, in so far as the peer reviewed Home Inspection is concerned. Respondent shall retain the Peer Reviewer at his own expense.

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

4. COST OF INVESTIGATION. Within sixty (60) days from the effective date of this Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board in the amount of Five Hundred Forty-Eight Dollars ($548.00) by certified check or money order made payable to the State of Arizona Board of Technical Registration, according to the provisions of A.R.S. § 32-128(H).

5. RESTITUTION TO CLIENT. Within thirty (30) days from the effective date of this Consent Agreement Respondent shall pay the client, Robert Lytle, the amount of Two Hundred Fifty Dollars ($250.00) by check or money order. If Respondent fails to pay the client, Robert Lytle, within thirty (30) days from the effective date of this Consent Agreement and Order, Respondent's registration shall be suspended until such time payment is made in full. Within ten (10) days of the payment to the client, Robert Lytle, Respondent shall provide the Board with written proof that payment has been made.
6. OBEY ALL LAWS. During the probationary period, Respondent shall obey all federal, state and local criminal laws, as well as, all rules governing the practice of Home Inspections, in the State of Arizona. The Board shall consider any violation of this paragraph to be a separate violation of the rules and statutes governing the Arizona Board of Technical Registration. The Board may also consider Respondent’s non-compliance with this Order as a separate violation of A.R.S. § 32-150.

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

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

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

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ACCEPTED and ORDERED this 24th day of July, 2019.

Jason Foose, R.L.S., Chairman
Arizona State Board of Technical Registration

Consent Agreement and Order, No. HI17-018 accepted this 10th day of July, 2019.

Troy Bashford, Respondent
ORIG~INAL filed this 25th day of 

[Signature]

2019, with:

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

COPY of the foregoing mailed via Certified Mail
No. 9714 8701 9434 41500 0588 01 and
First Class mail this 25th day of [Signature], 2019, to:

Troy Bashford
Amerigo Property Inspections, LLC
12825 S. 71st St.
Tempe, AZ 85284

By: [Signature]