

**IN THE  
COMMONWEALTH OF VIRGINIA  
REAL ESTATE BOARD**

Re: Clifton N. Holmquist  
Virginia Beach, VA 23464

File Number           2007-04327  
License Number       0225115493

**CONSENT ORDER**

Respondent Clifton N. Holmquist ("Holmquist") recognizes and acknowledges being subject to and bound by the Regulations of the Real Estate Board ("Board"), as well as by all other applicable Virginia laws.

Holmquist knowingly and voluntarily waives any proceedings for this matter under the Administrative Process Act, §§ 2.2-4019, 2.2-4020, and 2.2-4021 of the 1950 Code of Virginia, as amended.

**Board's Regulations provides:**

18 VAC 135-20-155. Grounds for disciplinary action.

The board has the power to fine any licensee, and to suspend or revoke any license issued under the provisions of Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1 of the Code of Virginia, and this chapter where the licensee has been found to have violated or cooperated with others in violating any provision of Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1 of the Code of Virginia, Chapter 1.3 (§ 6.1-2.19 et seq.) of Title 6.1 of the Code of Virginia or any regulation of the board. Any licensee failing to comply with the provisions of Chapter 21 (§ 54.1-2100 et seq.) of Title 54.1 of the Code of Virginia or the regulations of the Real Estate Board in performing any acts covered by §§ 54.1-2100 and 54.1-2101 of the Code of Virginia may be charged with improper dealings, regardless of whether those acts are in the licensee's personal capacity or in his capacity as a real estate licensee.

***Historical Notes:***

*Derived from Virginia Register Volume 19, Issue 12, eff. April 1, 2003.*

The Report of Findings, which contains the facts regarding the regulatory and/or statutory issues in this matter, is incorporated with the Consent Order.

By signing this Consent Order, Holmquist acknowledges an understanding of the charges and admits to the violation(s) of the Counts as outlined in the Report of Findings. Holmquist consents to the following term(s):

<b>Count 1:</b>	<b>18 VAC 135-20-310.2</b>	<b>\$450.00</b>
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<b>SUB-TOTAL (MONETARY PENALTIES)</b>		<b>\$450.00</b>
<b>BOARD COSTS</b>		<b>\$150.00</b>
<b>TOTAL</b>		<b>\$600.00</b>

In addition, for violation of Count 1, Holmquist agrees to complete at least eight (8) hours of continuing education pertaining to Ethics and Standards of Conduct and at least four (4) hours of continuing education pertaining to Real Estate Contracts and/or other equivalent course approved by the Board and provide proof of attendance and successful completion within six (6) months of the effective date of this order.

It is acknowledged that satisfactory completion of the above-referenced continuing education hours will not count towards any continuing education requirements, if applicable, for renewal of license.

Any monetary penalties, costs, and/or sanctions are to be paid/performed within thirty days of the effective date of this consent order unless otherwise specifically noted above. Holmquist acknowledges any monetary penalty and/or costs as a debt to the Commonwealth and agrees that in the event of a default, or the return of a check for insufficient funds, Holmquist will be responsible for all reasonable administrative costs, collection fees, or attorney's fees incurred in the collection of whatever funds are due.

**Holmquist acknowledges that failure to pay any monetary penalty or costs and/or to comply with all terms of this Order within the specified time period, shall result in the automatic suspension of Holmquist's license until such time as there is compliance with all terms of this Order. Clifton N. Holmquist understands the right to have this automatic suspension considered in an informal conference pursuant to the Administrative Process Act §§ 2.2-4019 and 2.2-4021 of the 1950 Code of Virginia, as amended, but knowingly and voluntarily waives any rights to the proceeding and hereby waives any further proceedings under the Administrative Process Act §§ 2.2-4020 and 2.2-4021 of the 1950 Code of Virginia, as amended.**

The effective date of this Order shall be the date of execution by the Board.

**SEEN AND AGREED TO:**

The undersigned represents and affirms that he/she has the authority to legally bind Clifton N. Holmquist, to this Consent Order. The individual, by his/her signature below, acknowledges he/she read the Consent Order, understands it, and agrees that Clifton N. Holmquist, shall be bound by its terms and conditions.

Clifton N Holmquist 4/4/08  
Signature Date

CLIFTON N HOLMQUIST Realtor  
Printed Name and Title

**WITNESSED BY:**

The individual named above signed this document in my presence.

Patricia W Ward 4/4/08  
Witness Signature Date

Patricia W. Ward, Office Manager  
Printed Name and Title

**SO ORDERED:**

Entered this 8<sup>th</sup> day of May, 2008.

Real Estate Board

BY: Jay W DeBoer  
Jay W. DeBoer, Secretary  
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VIRGINIA DEPARTMENT OF PROFESSIONAL  
AND OCCUPATIONAL REGULATION  
COMPLIANCE & INVESTIGATIONS DIVISION  
9960 MAYLAND DRIVE, SUITE 400  
RICHMOND, VA 23233-1463

REPORT OF FINDINGS

BOARD: Real Estate Board  
DATE: February 19, 2008  
  
FILE NUMBER: 2007-04327  
RESPONDENT: Clifton N. Holmquist  
LICENSE NUMBER: 0225115493  
EXPIRATION: October 31, 2009  
  
SUBMITTED BY: Christie Jones  
APPROVED BY: Valerie Matney

COMMENTS:

None.

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Clifton N. Holmquist ("Holmquist") was at all times material to this matter a licensed Real Estate Salesperson in Virginia (No. 0225115493).

Based on the analysis and/or investigation of this matter, there is probable cause to believe the respondent has committed the following violation(s) of the Code of Virginia and/or Board's regulation(s):

BACKGROUND:

On April 20, 2007, the Compliance & Investigations Division of the Department of Professional and Occupational Regulation received a written complaint from Christopher Lukens ("Lukens") regarding Holmquist. (Exh. C-1)

On May 1, 2006, Lukens and his mother, Margaret Lukens, as purchasers, entered into a Standard Purchase Agreement ("Contract"), in the amount of \$357,500.00, to purchase real property at 416 Normandy Court, Virginia Beach, Virginia 23464 ("subject property") from Brian and Nicole Fellini ("the Fellinis"), as sellers. The Contract indicated Hutcheson Realty as the selling firm. The seller was not represented in the transaction. (Exh. R-2-2)

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1. Board Regulation

18 VAC 135-20-310. Delivery of instruments.

Actions constituting improper delivery of instruments include:

2. Failing to provide in a timely manner to all principals to the transaction written notice of any material changes to the transaction

***Historical Notes***

*Derived from VR585-01-1 §6.12, eff. July 15, 1987; amended, Virginia Register Volume 5, Issue 23, eff. October 1, 1989; Volume 7, Issue 14, eff. May 15, 1991; Volume 8, Issue 13, eff. May 15, 1992; Volume 11, Issue 18, eff. June 28, 1995; Volume 15, Issue 5, eff. January 1, 1999.*

***Print Date: September 1, 2004***

**FACTS:**

On June 5, 2006, Lukens and the Fellinis entered into a Seller's Possession Agreement ("Agreement") that indicated the seller would pay a security deposit, in the amount of \$1,400.00, and a daily rental rate of \$46.66 to rent back the subject property until July 1, 2006. The Agreement also indicated that all monies would be collected at settlement. (Exh. C-2 and R-2-6)

On June 8, 2006, at settlement, Holmquist collected the security deposit, in the amount of \$1,400.00, from the Fellinis. The security deposit check was made payable to Hutcheson Realty. Holmquist did not collect the rent money from the Fellinis. Holmquist called Lukens away from the closing table and told him the Fellinis did not provide a check for the rent. Lukens told Mr. Holmquist to proceed with closing. The settlement attorney was not aware of the Agreement as it was handled outside of closing. (Exh. R-2-6 and W-1)

Holmquist deposited the security deposit check into Hutcheson Realty's bank account since the check was payable to Hutcheson Realty. (Exh. R-2-6)

On June 13, 2006, Hutcheson Realty wrote a check to Lukens, in the amount of \$1,400.00, for the security deposit from the Fellinis. (Exh. R-2-6)

On July 1, 2006, Lukens and the Fellinis signed the Seller's Possession Agreement Release ("Release"). The release indicated \$327.00 to be returned to the seller, the Fellinis. The \$327.00 was the balance of the security deposit less the prorated rent for the rent back period. (Exh. R-2-6)

Between July 1, 2006, and July 11, 2006, Lukens did not return the \$327.00 to the Fellinis. The Fellinis requested the money from Hutcheson Realty since that is who they made the security deposit check payable to. (Exh. R-2-6)

**On July 11, 2006, Holmquist, without the knowledge or consent of his broker, issued a check, in the amount of \$330.00 from his personal funds, to Nicole Williams formerly Nicole Fellini, as a refund for the security deposit from the Seller's Possession Agreement. (Exh. R-2-6)**

**Holmquist failed to provide written notice to all principals to the transaction that the rent money was not collected at settlement, as stipulated in the Agreement.**