

**MARYLAND REAL ESTATE  
COMMISSION**

**v.**

**SUSAN SHTERENGARTS,  
Respondent**

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**BEFORE THE  
MARYLAND REAL  
ESTATE COMMISSION**

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**CASE NO. 055-RE-2022**

**AND**

\*

**CLAIM OF SHARIE T. HELFAND  
AGAINST THE REAL ESTATE  
COMMISSION GUARANTY FUND**

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\* \* \* \* \*

**CONSENT ORDER AND SETTLEMENT AGREEMENT**

This matter comes before the Maryland Real Estate Commission ("Commission") as the result of a Complaint and Guaranty Fund claim filed by SHARIE T. HELFAND ("Claimant") against SUSAN SHTERENGARTS ("Respondent"), a licensed real estate salesperson. Based on the complaint and an investigation, the Commission issued a Statement of Charges and Order for Hearing, and transmitted this matter to the Office of Administrative Hearings for a hearing. To resolve this matter without a formal hearing, the Commission and the Respondent have agreed to enter into this Consent Order and Settlement Agreement ("Consent Order") to provide for the imposition of disciplinary measures which are fair and equitable in these circumstances, and which are consistent with the best interest of the people of the State of Maryland.

**THE PARTIES AGREE AND STIPULATE THAT:**

1. The Respondent is a licensed real estate salesperson with Long & Foster Real Estate Inc., license registration number 05-595714. At all times relevant to the matters set forth in this Consent Order and Settlement Agreement, the Commission has had jurisdiction over the subject matter and the Respondent.

2. The Respondent enters into this Consent Order in the spirit of conciliation and cooperation and in an effort to avoid litigation. Neither this Consent Order nor the Respondent's consent to a final order of the Commission pursuant to this agreement shall constitute an admission by the Respondent of a violation of the Maryland Real Estate Broker's Act ("Act") (codified at Title 17 of the Business Occupations and Professions Article ("BOP")). By entering into this Consent Order, the Respondent does not admit the truth of any facts or any of the

characterizations of the Respondent's conduct set forth herein. Had this matter proceeded to an evidentiary hearing on the merits, the Commission would have offered evidence proving the following:

- a. On or about May 6, 2021, the Respondent posted on Facebook representing that she had a condo available for rent located at 7016 Toby Drive, Baltimore, Maryland 21209 ("Toby Drive Rental"). The aforementioned post included photos purporting to be photos of the interior of Toby Drive that were in fact photos of another property.
- b. Based on the Respondent's representations in the May 6, 2021 Facebook post advertising the Toby Drive Rental and discussions with the Respondent, the Claimant contracted with the Respondent and Long Real Estate, Inc. on May 11, 2021 to list her home located at 307 Sweet Briar Court, Joppa, Maryland 21085 ("Sweet Briar Court Property") for sale with the agreement that the Claimant would be able to rent the Toby Drive Rental after closing on the sale. The Respondent never visited the Sweet Briar Court Property or saw it in person. Instead, the Respondent sent an "assistant" and the Respondent's son to view the Property and take listing photographs.
- c. A potential buyer did make an offer to purchase the Sweet Briar Court Property and the contract was ratified on or about June 8, 2021. Ultimately, the potential buyer was unable to secure financing to purchase the Sweet Briar Court Property. The Claimant ended up selling the Sweet Briar Court Property through another brokerage.
- d. Pursuant to the Respondent's representations, the Claimant believed that she had a lease to rent Toby Drive Rental. The Claimant sent the Respondent \$300 cash as a security deposit for the Toby Drive Rental. Although the Respondent represented the Toby Drive rental to be in a habitable condition, it was not. Moreover, the Toby Drive Rental was unlicensed. The Claimant acknowledged she did not pay rent as a result of the poor condition of the unit and ultimately was evicted from the Toby Drive Rental.

3. Based on the facts described above, the Commission alleged in the Statement of Charges and Order for Hearing issued in this matter that the Respondent violated the Act at BOP §§17-322(b)(3), 17-322(b)(25), and 17-322(b)(33). The Commission also alleged that the Respondent violated Code of Maryland Regulation ("COMAR") 09.11.02.01 and 09.11.02.02. The Commission also determined that the Claimant was entitled to a hearing on her claim against the Commission's Guaranty Fund.

4. The Respondent denies that she violated the Act as the Commission has alleged. Notwithstanding, the Respondent agrees to pay and the Claimant agrees to accept the total sum of \$3,000.00 by escrow check and make arrangements for prompt delivery of the check to Claimant within 30 days of execution of this Settlement Agreement and Consent Order. Upon receiving proof of issuance of an escrow check from Respondent's counsel for the sum of

\$3,000.00 and arrangements for its prompt delivery to Claimant, the Commission agrees to dismiss the Statement of Charges and Order for Hearing.

5. Should the Respondent fail to make payment to the Claimant as set forth in this Settlement Agreement and Consent Order, the Respondents agree that any Commission issued real estate licenses held by Respondent shall be automatically suspended and continue to be suspended until such date as the aforementioned payment has been received by the Claimant. The Respondent further agrees that should she fail to make the payment within thirty days of this Consent Order, the Claimant will have the right to pursue her claim against the Guaranty Fund.

6. The Respondent enters into this Consent Order voluntarily, knowingly, willingly, and with the advice of counsel. The Respondent expressly waives the right to an administrative hearing before the Office of Administrative Hearings on the charges, the making of Findings of Fact and Conclusions of Law by an administrative law judge, any and all further proceedings before the Commission, and any rights to appeal from this Consent Order.

7. The Commission agrees to accept this Consent Order as the full and final resolution of Case No. 055-RE-2022 against the Respondent.

**BASED ON THESE STIPULATIONS AND AGREEMENTS, IT IS THIS** 9<sup>th</sup>  
**DAY OF** July, 2024 **BY THE MARYLAND REAL ESTATE**  
**COMMISSION:**

**ORDERED**, that the Respondent shall have issued and make arrangements for the prompt delivery to Sharie T. Helfand the sum of \$3,000.00 by escrow check within 30 days of execution of this Settlement Agreement and Consent Order; and it is further

**ORDERED** that upon proof of issuance of a cashier's or certified check for the sum of \$3,000.00 and arrangements for its prompt delivery to Claimants, the Commission shall dismiss the Statement of Charges and Order for Hearing; and it is further

**ORDERED** that upon receipt of payment from the Respondent in the amount of \$3,000.00, the Claimant shall dismiss her Guaranty Fund Claim against the Respondent; and it is further

**ORDERED** that should the Respondent fail to have issued a escrow check and make arrangements for its prompt delivery to the Claimants as set forth in this Settlement Agreement and Consent Order, the Respondent's licenses shall be automatically suspended and continue to be suspended until such date as the payment has been received by the Claimant.

**BY ORDER OF THE MARYLAND REAL ESTATE COMMISSION**

7/9/24  
DATE

  
DONNA HORGAN, CHAIR

AGREED:

[REDACTED]

SUSAN SHTERENGARTS,  
RESPONDENT

DATE

6/14/23

SHARIE T. HELFAND,  
CLAIMANT

DATE

AGREED:

SUSAN SHTERENGARTS,  
RESPONDENT

DATE



SHARIE T. HELFAND,  
CLAIMANT

06/11/2024  
DATE