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14 **BEFORE THE ARIZONA STATE**
15 **BOARD OF TECHNICAL REGISTRATION**

16 In the Matter of:

17 **Bretton Austin,**
18 Certified Home Inspector
19 Registration No. 60784,

20 and

21 **Legacy Inspection Group,**
22 Non-Registered Firm,

23 Respondents.

OAH Docket No.: 22F-HI21-031-BTR
BTR Case No.: HI21-031

CONSENT AGREEMENT

24 In the interest of a prompt and judicious resolution of the above-captioned matter
25 before the Arizona State Board of Technical Registration (the "Board") and consistent
26 with the public interest, statutory requirements, and the responsibilities of the Board, and
27 pursuant to Arizona Revised Statutes ("A.R.S.") § 32-101, *et seq.*, and Arizona
Administrative Code ("A.A.C.") R4-30-120(G), the Board and the undersigned party,
Bretton Austin ("Respondent"), on behalf of himself and Legacy Inspection Group
("Respondent Firm") (collectively, "Respondents"), enter into the following Recitals,

1 Findings of Fact, Conclusions of Law and Order (“Consent Agreement”) as a final
2 disposition of this matter.

3 **RECITALS**

4 1. The Board has not conducted a hearing nor made a determination on the
5 merits contained herein. Instead, the Board and Respondents have agreed to a full and
6 final settlement of this matter in lieu of formal disciplinary proceedings, pursuant to
7 A.A.C. R4-30-123(B).

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

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

18 4. Respondent affirmatively agrees that this Consent Agreement shall be
19 irrevocable.

20 5. Respondent understands that this Consent Agreement or any part of the
21 agreement may be considered in any future disciplinary action by the Board against him
22 or Respondent Firm.

23 6. The Consent Agreement, any record prepared in this matter, all
24 investigative materials prepared or received by the Board, and all related exhibits and
25 materials, are records (as defined in A.R.S. § 41-151.18) upon acceptance by the Board
26 of this Consent Agreement and may be retained in the Board’s files pertaining to this
27 matter.

1 7. Respondent understands this Consent Agreement deals with Board case
2 number HI21-031 involving allegations that Respondents engaged in conduct that would
3 subject Respondents to discipline under the Board's statutes and rules. The investigation
4 into these allegations against Respondents shall be concluded upon the Board's adoption
5 of this Consent Agreement.

6 8. Respondent understands that this Consent Agreement is solely to settle case
7 number HI21-031, does not preclude the Board from instituting other proceedings as may
8 be appropriate now or in the future, does not constitute a dismissal or resolution of any
9 other matters currently pending before the Board, if any, and does not constitute any
10 waiver, express or implied, of the Board's statutory authority or jurisdiction regarding
11 any other pending or future investigation, action or proceeding.

12 9. Respondent also understands that, with respect to the conduct that is the
13 subject of this Consent Agreement, acceptance of this Consent Agreement does not
14 preclude any other agency, subdivision, or officer of this state from instituting any other
15 civil or criminal proceedings, investigating claims, or taking legal action as may be
16 appropriate now or in the future relating to this matter or other matters concerning
17 Respondents, including but not limited to violations of Arizona's Consumer Fraud Act.
18 Respondent acknowledges that, other than with respect to the Board, this Consent
19 Agreement makes no representation, implied or otherwise, about the views or intended
20 actions of any other state agency or officer or political subdivision of the state relating to
21 this matter or other matters concerning Respondents.

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

1 5. On or about October 7, 2020, Respondent conducted a home inspection at
2 2429 Tishepi Trail in Flagstaff, Arizona (“Inspected Premises”).

3 6. On October 20, 2021, the Board’s Enforcement Advisory Committee
4 (“EAC”) convened to review a complaint against Respondent related to the Inspected
5 Premises.

6 7. After reviewing the evidence, the EAC determined that Respondent failed
7 to conduct a home inspection in accordance with the Standards of Professional Practice
8 for Arizona Home Inspectors (“SOP”), by failing to:

- 9 a. Include his Registration number in the Inspection Agreement, in
10 violation of SOP 2.2(A)(3);
- 11 b. Report on the condition of the railings, in violation of SOP 5.1(D);
- 12 c. Report on vegetation, in violation of SOP 5.1(F);
- 13 d. Consistently describe the condition of the roof, in violation of SOP
14 6.1(A);
- 15 e. Report on functional flow, in violation of SOP 7.1(A)(3);
- 16 f. Report on the compatibility of ampacities and voltages of branch
17 circuit conductors and/or overcurrent devices, in violation of SOP
18 8.1(D);
- 19 g. Report on the automatic safety controls for the heating system, in
20 violation of SOP 9.1(A)(3);
- 21 h. Report on the presence of an installed heat source in each room, in
22 violation of SOP 9.1(A)(7);
- 23 i. Report on type of insulation, in violation of SOP 12.1(A); and
- 24 j. Report on laundry ventilation, in violation of SOP 12.1(C).

25 8. Respondent has communicated to Board staff that he has corrected his
26 reporting software to correct reporting errors.

1 **CONCLUSIONS OF LAW**

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

4 2. The conduct alleged in the Factual Allegations constitutes grounds for
5 discipline pursuant to A.R.S. § 32-128(C)(4) and Arizona Administrative Code R4-30-
6 301.01, in that Respondent failed to conduct an Arizona home inspection in accordance
7 with the SOP.

8 3. The conduct alleged in the Factual Allegations constitutes grounds for
9 discipline pursuant to A.R.S §§ 32-128(C)(4) and 32-141, in that Respondent Firm
10 engaged in the practice of home inspection without Board registration.

11 **ORDER**

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

14 1. **PEER REVIEW.** Within thirty (30) days from the effective date of this
15 Consent Agreement, Respondent shall accompany a supervising certified home inspector
16 (“Peer Reviewer”) for one (1) home inspection, and perform a parallel inspection at the
17 same time and location as the Peer Reviewer. Respondent shall write a home inspection
18 report on the parallel inspection (“Parallel Report”).

19 The Respondent may select his Peer Reviewer who shall be in good standing with
20 the Board and shall not have received any disciplinary action from the Board within the
21 last three (3) years. The Peer Reviewer shall have been continuously certified by the
22 Board as a home inspector for at least five (5) years and shall have conducted at least two
23 hundred and fifty (250) home inspections in the State of Arizona. Respondent shall
24 retain the Peer Reviewer at his own expense.

25 The Respondent shall cause the Peer Reviewer to sign and notarize an Affidavit
26 and Agreement to Conduct Peer Review form affirming that the Peer Reviewer has met
27 the Peer Review selection criteria prior to conducting any Peer Reviews. The Affidavit

1 and Agreement to Conduct Peer Review form must be obtained from the Board; and the
2 form that is completed by the Peer Reviewer must be filed with the Board.

3 At the conclusion of the peer-reviewed home inspection, Respondent will submit
4 his Parallel Report to the Peer Reviewer, who will review and make all corrections to the
5 Respondent's Parallel Report necessary for the report to meet the Standards of
6 Professional Practice for Arizona home inspectors. Respondent shall not perform any
7 home inspections or provide any client with a home inspection report for a fee, until the
8 Peer Review is completed.

9 Respondent shall ensure that the Peer Reviewer provides a written report to the
10 Board after the peer-reviewed home inspection, detailing any deficiencies in
11 Respondent's practice, and certifying that the deficiencies have been explained and
12 corrected, in so far as the peer-reviewed home inspection is concerned.

13 2. **COST OF INVESTIGATION.** Within ninety (90) days from the
14 Effective Date of this Consent Agreement, Respondent shall pay a portion of the costs of
15 investigation of this case to the Board in the amount of Eight Hundred Dollars (\$800.00)
16 by certified check or money order made payable to the State of Arizona Board of
17 Technical Registration.

18 3. **ADMINISTRATIVE PENALTY.** Within ninety (90) days from the
19 effective date of this Consent Agreement, Respondent shall pay an administrative penalty
20 of Two Hundred Fifty Dollars (\$250.00) by certified check or money order made payable
21 to the State of Arizona Board of Technical Registration. This administrative penalty is
22 conditional on Respondent obtaining registration of Respondent Firm. If Respondent
23 fails to obtain registration of Respondent Firm within ninety (90) days of the Effective
24 Date of this Consent Agreement, the Respondent shall pay an adjusted administrative
25 penalty of One Thousand Dollars (\$1000.00) less any amounts previously paid, by
26 certified check or money order made payable to the State of Arizona Board of Technical
27 Registration.

1 4. **OBEY ALL LAWS.** Respondent shall obey all federal, state and local
2 laws, as well as, all rules governing the practice of Home Inspecting in the State of
3 Arizona. The Board shall consider any violation of this paragraph to be a separate
4 violation of the rules and statues governing the Arizona Board of Technical Registration.
5 The Board may also consider Respondent's non-compliance with this Order as a separate
6 violation of A.R.S. § 32-150.

7 5. **RENEWAL OF REGISTRATION.** Respondent and Respondent Firm
8 shall, in a timely manner, obtain and/or renew Arizona registration as a Home Inspector
9 and a Home Inspection Firm and pay all required registration fees.

10 6. **EFFECTIVE DATE.** The effective date of this Consent Agreement and
11 Order is the date it was last executed by the Respondent or the Board.

12 7. **FEES AND COSTS.** Each party agrees to pay its own attorney's and
13 expert's fees and costs.

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

16 **ACCEPTED and ORDERED** this 23 day of June, 2022.


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John Gilmore, Board Chair
Arizona State Board of
Technical Registration

22 **CONSENT AGREEMENT and ORDER**, Number HI21-031, accepted this
23 23 day of June, 2022.

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Gretton Austin, Respondent

1 ORIGINAL of the foregoing filed this 28 day of June, 2022, with:

2
3 Arizona State Board of Technical Registration
4 1110 W. Washington, Suite 240
5 Phoenix, AZ 85007

6 COPY of the foregoing emailed, delivery and read receipts requested, and mailed by
7 First Class Mail and Certified Mail No. 9214 8901 9434 4600 0880 20 on the 29
8 day of June, 2022, to:

9
10 Bretton Austin
11 Legacy Inspection Group
12 2355 Keams Canyon Trail
13 Flagstaff, Arizona 86005
14 Legacy.flagstaff@gmail.com

15 COPY of the foregoing e-mailed this 29 day of June, 2022, to:

16
17 Deanie Reh
18 Assistant Attorney General
19 deanie.reh@azag.gov
20 Attorney for the State of Arizona

21
22 By: Karolyz C. [Signature] /

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