

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

<p><b>In the Matter of:</b></p> <p><b>John Thorpe Certified Home Inspector Registration No. 40941</b></p> <p style="text-align: center;"><b>Respondent</b></p>	<p style="text-align: center;"><b>Case No. HI20-031</b></p> <p style="text-align: center;"><b>CONSENT AGREEMENT and ORDER OF DISCIPLINE</b></p>
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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, John Thorpe (“Respondent”), holder of Registration No. 40941, 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 HI20-031 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

1 this Consent Agreement and this case proceeds to hearing, Respondent shall assert no claim that  
2 the Board was prejudiced by its review and discussion of this document or any records relating  
3 thereto.

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

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

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

### 11 FINDINGS OF FACT

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

14 2. Respondent is the holder of Arizona Certified Home Inspector, Registration No.  
15 40941.

16 3. On September 9, 2019, Respondent conducted a home inspection at 3652 Hiawatha  
17 Dr. in Lake Havasu City , AZ.

18 4. On April 19, 2020, the Board received a complaint alleging the Respondent failed  
19 to make the client aware of the condition of the roof.

20 5. On August 24, 2020, the Board's Enforcement Advisory Committee convened to  
21 review the complaint against Respondent . After reviewing the evidence, the Committee  
22 determined Respondent failed to conduct a home inspection in accordance with the Standards of  
23 Professional Practice for Arizona Home Inspectors and found that:

- 24 a. Respondent incorrectly referred to the standards of practice of Arizona Bureau of  
25 technical registration instead of Arizona Standards of Practice.(S.O.P. #1.1)
- 26 b. Respondent failed to include condition of columns. (S.O.P. #4.1)
- 27 c. Respondent failed to report on the condition and type of roof or ceiling structure.  
28 (S.O.P. #4.2)

- d. Respondent failed to report on the safety reverse for garage door. (S.O.P. #5.2)
- e. Respondent failed to report on the balcony. (S.O.P. #5.1)
- f. Respondent failed to report on the railings. (S.O.P. #5.1)
- g. Respondent failed to report on the condition of the driveway. (S.O.P. #5.1)
- h. Respondent failed to report on the condition of the retaining walls. S.O.P. #5.1)
- i. Respondent failed to report on the condition of the flashing. (S.O.P. #6.1)
- j. Respondent failed to report on the condition of the plumbing supports or insulation.  
(S.O.P. #7.1)
- k. Respondent failed to report on the functional flow (drainage). (S.O.P. #7.1)
- l. Respondent failed to report on the fact that the water heater was sitting on the  
garage floor. (S.O.P. #7.1)
- m. Respondent failed to report on the type and condition of service conductors.  
(S.O.P. #8.1)
- n. Respondent failed to report on the amperage of the electric panel. (S.O.P. #8.1)
- o. Respondent failed to report on the presence of a wood burning stove. (S.O.P. #9.1)
- p. Respondent failed to report on the type and condition of air filter. (S.O.P. #9.1)
- q. Respondent failed to report on the heat source for each room. (S.O.P. #9.1)
- r. Respondent failed to report on distribution type (ductwork). (S.O.P. #9.2)
- s. Respondent failed to report on the cooling source for each room. (S.O.P. #10.1)
- t. Respondent failed to report on the condition of the fire separation door.  
(S.O.P. #11.1)
- u. Respondent failed to report on vapor retarder. (S.O.P. #12.1)
- v. Respondent failed to report on attic ventilation. (S.O.P. #12.1)
- w. Respondent failed to report on laundry room ventilation. (S.O.P. #12.1)
- x. Respondent failed to describe the type of pool. (S.O.P. for pools #3.2)
- y. Respondent failed to report on the condition of the pool. (decks, steps, coping,  
internal steps, seats and ladders. (S.O.P. for pools #3.1)
- z. Respondent failed to report on the type and condition of the filters.

(S.O.P. for pools #3.2)

aa Respondent failed to report on the presence of any cross connections.

(anti-siphon valves) (S.O.P. for pools #3.1)

bb Respondent failed to report on the type and condition of the cleaning system.

(S.O.P. for pools #3.2)

cc Respondent failed to report on the type and condition of child safe barriers.

(S.O.P. for pools #3.2)

dd Respondent failed to report on the presence of entrapment prevention components.

(S.O.P. for pools #3.1)

### **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. R4-30-301.1, in that Respondent failed to conduct a 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. **STAYED SUSPENSION AND PROBATION.** Respondent's registration as Certified Home Inspector, No. 40941, shall be suspended for Six (6) months; however, the suspension is stayed for as long as Respondent remains in compliance with this Order. During the stay of suspension, Respondent's registration as a Certified Home Inspector, is placed on probation for Six (6) months. If Respondent is non-compliant with any terms of this Order during the Six (6) month stayed suspension and probation period, the stay of the suspension shall be lifted and Respondent's registration as a Certified Home Inspector shall be automatically suspended without a formal hearing, and remain suspended until Respondent is compliant with all terms of this Order.

3. **RESTITUTION.** Within Thirty (30) days from the effective date of this Consent Agreement, Respondent shall pay restitution to the Client (Alleger) Amanda Maltos, in the amount of Three Hundred Sixty Dollars (\$360.00), for the cost of the home inspection in case HI20-031. Respondent shall provide proof of payment to the client (copy of check) to the Board of Technical Registration showing payment was made.

4. **PEER REVIEW.** Within Three (3) months of the effective date of this Consent Agreement, Respondent shall accompany a supervising Certified Home Inspector (Peer Reviewer) for one home inspection, and perform an inspection at the same time and location as the Peer Reviewer. Respondent shall prepare a home inspection report, and submit the written report to the Peer Reviewer for review.

The 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 review.

At the conclusion of the peer review, 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 the peer review is 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.

1           5.       **ADMINISTRATIVE PENALTY.** Within six (6) months from the effective  
2 date of this Consent Agreement, Respondent shall pay an administrative penalty of One  
3 Thousand Dollars (\$1000.00) by certified check or money order made payable to the State of  
4 Arizona Board of Technical Registration.

5           6.       **COST OF INVESTIGATION.** Within Six (6) months from the effective date of this  
6 Consent Agreement, Respondent shall pay the cost of investigation of this case to the Board in  
7 the amount of Five Hundred Seventy Dollars (\$570.00) by certified check or money order made  
8 payable to the State of Arizona Board of Technical Registration, according to the provisions of  
9 A.R.S. § 32-128(H).

10          7.       **OBEY ALL LAWS.** During the probationary period, Respondent shall obey all  
11 federal, state and local laws, as well as, all rules governing the practice of Home Inspectors in the  
12 State of Arizona. The Board shall consider any violation of this paragraph to be a separate  
13 violation of the rules and statutes governing the Arizona Board of Technical Registration. The  
14 Board may also consider Respondent's non-compliance with this Order as a separate violation of  
15 A.R.S. § 32-150.

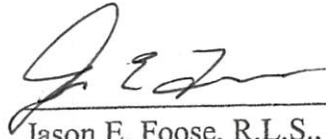
16          8.       **RENEWAL OF REGISTRATION.** Respondent shall timely renew his Arizona  
17 registration as a home inspector, and timely pay all required registration fees.

18          9.       **EFFECTIVE DATE.** The effective date of this Consent Agreement is the date the  
19 Respondent and Board sign the Consent Agreement. If the dates are different, the effective date is  
20 the later of the two dates.

21          10.       **COSTS OF COMPLIANCE.** Respondent shall pay all costs associated with  
22 complying with this Consent Agreement.

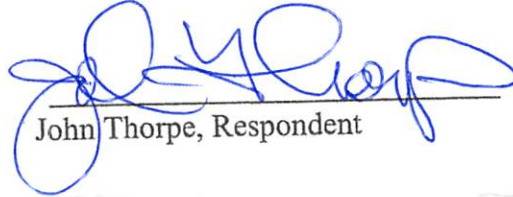
23          11.       **NONCOMPLIANCE.** If Respondent violates this Order in any way or fails to  
24 fulfill the requirements of this Order, the Board, after giving notice and the opportunity to be  
25 heard, may revoke, suspend or take other disciplinary actions against the registration. The issue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

ACCEPTED and ORDERED this 27<sup>TH</sup> day of OCTOBER, 2020.



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

Consent Agreement and Order, No. HI20-031 accepted this 5 day of oct., 2020.



John Thorpe, Respondent

ORIGINAL filed this 27 day of  
October, 2020, with:

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



COPY of the foregoing mailed via Certified Mail  
No. 9214 8701 9434 4600 0746 96 and  
First Class mail this 27 day of October, 2020, to:

John Thorpe  
Lake Havasu Home Inspections  
3060 Douglas Dr.  
Lake Havasu City, AZ 86404

By: 



John F. Board, Jr., Chairman  
Federal Bureau of Investigation  
Department of Justice

Consent Agreement with FBI, dated 11/13/64, regarding the

John F. Board, Jr., Chairman

CONFIDENTIAL - SECURITY INFORMATION  
11/13/64

RECEIVED  
NOV 17 1964  
FBI

Division of Investigation  
U.S. Department of Justice  
Washington, D.C. 20535

11/13/64  
11/13/64

John F. Board, Jr., Chairman  
Federal Bureau of Investigation  
Department of Justice