

**BEFORE THE WEST VIRGINIA REAL ESTATE  
APPRAISER LICENSING AND CERTIFICATION BOARD**

**IN THE MATTER OF:**

**CHRISTOPHER KROEGER,  
Licensed Residential Appraiser License No. 0668**



**CONSENT DECREE**

Now comes Respondent, Christopher Kroeger (hereinafter "Respondent"), and the West Virginia Real Estate Appraiser Licensing and Certification Board (hereinafter "Board"), by Sharron L. Knotts, its Executive Director, for the purpose of resolving Board Complaint Number 06-016, against Respondent. As reflected in this Consent Decree, the parties have reached an agreement in which Respondent hereby agrees and stipulates to the Findings of Fact and Conclusions of Law set forth in the instant Consent Decree concerning the proper disposition of this matter, and the Board, having approved such agreement, does hereby find and Order as follows:

**FINDINGS OF FACT**

1. The Board is a state entity created by W. Va. Code § 30-38-1, *et seq.*, and is empowered to regulate, among other things, the conduct of licensed residential appraisers.
2. Respondent is a licensed residential real estate appraiser, holding Licensed Residential Appraiser License No. 0668, through the Board.
3. On or around September 15, 2002, Barbara Lawrence was a real estate appraiser apprentice, and held Real Estate Appraiser Apprentice Permit No. 10229, through the Board.

4. During all times relevant herein, Respondent supervised Lawrence in the practice of real estate appraising.

5. On or around September 15, 2002, Lawrence performed an appraisal of residential property located at 1929 ½ Walnut Street, Kenova, Wayne County, West Virginia, 25530.

6. Lawrence appraised the value of the Property at \$65,000.00, as of September 8, 2002.

7. In such appraisal, Lawrence provided certain inaccurate and/or misleading information in regard to the subject property and comparables utilized.

8. Such inaccurate and/or misleading information in regard to the Property includes, but is not necessarily limited to, the following:

a. inaccurate description of the Property as a raised ranch residential home, where such Property would be more accurately described as a "garage apartment;"

b. inaccurate sketch of the Property, where neither the shape nor the dimensions of the Property are correct;

c. inaccurately states the dimensions of the Property are 35' by 35', where such dimensions are actually 24' by 32.5';

d. inaccurate citation of the total square footage of the Property;

e. the garage area is inadequately and/or incorrectly stated;

f. incorrectly states that the Property contains a "typical floor plan for a three bedroom home with one bathroom," where such floor plan is atypical;

g. incorrectly states the tax reference map as map 4, where such reference should be map 8;

h. incorrectly states the lot is "mostly level," where such lot is actually level;

i. inaccurately describes the landscaping as average, where such lot contains very little, if any, landscaping;

j. inaccurately states that the Property is located in a residential zone, where such Property is not subject to any zoning ordinances; and

k. inaccurately failed to state the lender as the client, and instead erroneously referenced the borrower as the client.

9. Lawrence utilized inappropriate comparables to the subject properties in Respondent's determination of estimated value of the above-referenced subject properties.

10. Lawrence utilized comparables which were not reasonably comparable to the subject properties.

11. Lawrence failed to adequately explain the difference between the sale of the Property for \$22,400 in July, 2001, and the appraised value of \$65,000 for the Property on September 8, 2002.

12. As a result of such inaccurate information, the estimated market value of the above-referenced subject property is over-valued, unreasonable, inaccurate and/or unsupported.

13. As a result of such utilization of non-comparable comparable properties, the estimated market value of the above-referenced subject property is over-valued, unreasonable, inaccurate and/or unsupported.

14. Respondent signed the appraisal of the Property on September 15, 2002.
15. As the responsible supervisor over Lawrence, Respondent failed to adequately review the appraisal and Lawrence's work product.
16. As a result, Respondent failed to adequately supervise his apprentice, failed to take reasonable steps to ensure that his apprentice's work product conformed with all applicable law, and failed to take reasonable steps to ensure his apprentice's work product was competently performed.

**CONCLUSIONS OF LAW**

1. Pursuant to Article 38 of Chapter 30 of the West Virginia Code, the Board is the State entity vested with the power to regulate real estate appraisers in the State of West Virginia.
2. The apprentice shall work under the direct supervision of a state licensed or state certified real estate appraiser. W. Va. Code R. § 190-2-11.6.a.
3. The appraiser supervisor shall at all times be responsible for and shall provide supervision of the work performed by the apprentice in accordance with the Uniform Standards of Professional Appraisal Practice and West Virginia Code § 30-38-1, et seq. W. Va. Code R. § 190-2-11.7.a.
4. Pursuant to W. Va. Code §§ 30-38-12(a)(7) and 30-38-13(b), the Board may revoke, suspend, refuse to renew, or otherwise discipline the license of an appraiser, or deny an application, for any violation of any section of this article, or rule of the Board.
5. Respondent, in his capacity as a real estate appraiser supervisor, failed to adequately supervise and provide oversight to Lawrence, failed to take reasonable steps to ensure that his apprentice's work product conformed with all applicable law, and failed



to take reasonable steps to ensure his apprentice's work product was competently performed, in violation of W. Va. Code §§ 30-38-12(a)(7), 30-38-13(b), and W. Va. Code R. §§ 190-2-11.7.a, 2-11.6.a.

### **CONSENT**

Respondent, both in his individual capacity and as a licensed residential real estate appraiser, by the execution hereof, agrees to the following:

1. Respondent has had the opportunity to consult with counsel and executes this Consent Decree voluntarily, freely, without compulsion or duress and mindful that it has legal consequences. No person or entity has made any promise or given any inducement whatsoever to encourage Respondent to make this settlement other than as set forth herein. Respondent acknowledges that he is aware that he may pursue this matter through appropriate administrative and/or court proceedings, and is aware of his legal rights regarding this matter, but intelligently and voluntarily waives such rights.

2. Respondent consents to the entry of the following Order affecting his conduct as a licensed residential real estate appraiser.

### **ORDER**

On the basis of the foregoing, the Board hereby ORDERS as follows:

1. The Board hereby suspends Respondent's privileges to employ and/or supervise any real estate appraiser apprentice(s), for a period of five (5) years, where such suspension begins upon the effective date of the instant Consent Decree.

2. Respondent shall pay to the Board the amount of six hundred and thirty-five dollars (\$635.00). Such payment by Respondent shall represent the costs incurred by the Board associated with the investigation and prosecution of Complaint Number 06-016, and the subsequent reimbursement to the Board thereof. Such payment shall be paid to the Board in full within thirty (30) days of the date of entry of the instant Consent Decree.

4. Respondent shall additionally pay to the State of West Virginia a fine in the amount of three hundred dollars (\$300.00). Such payments shall be paid to the Board in full within thirty (30) days of the date of entry of the instant Consent Decree.

5. In lieu of paying the above-referenced three hundred dollar (\$300.00) fine, Respondent, within ninety (90) days of the date of entry of this order, shall successfully pass, complete, and provide to the Board all proper documentation reflecting the same, a minimum fifteen (15) hour course, with examination, approved by the Board relating to the sales comparison approach. In the event Respondent elects to take and successfully complete the sales comparison course, such course shall be in addition to any continuing educational course required to obtain and/or maintain licensure, or renewal of licensure thereof.

6. Any deviation from the requirements of the instant Consent Decree, without the prior written consent of the Board, shall constitute a violation of this Order, and result in the immediate suspension of Respondent's license. The Board shall immediately notify Respondent via certified mail of the specific nature of the charges, and the suspension of Respondent's license. Respondent may request reinstatement of his license through renewal of this agreement, or execution of a new agreement, which may contain different or additional terms. The Board is not bound to comply with Respondent's request.

In the event Respondent contests any such allegations of violation of the Consent Decree, if any, which results in the suspension of Respondent's license, Respondent may request a hearing to seek reinstatement of his license. Any such hearing shall be scheduled and conducted in accordance with the provisions of West Virginia Code § 30-1-8 and § 30-38-1, *et seq.*

Further, in the discretion of the Board and in the event Respondent violates the provisions of the instant Consent Decree, the Board may schedule a hearing on its own initiative for the purpose of allowing the Board the opportunity to consider further discipline against Respondent's license.

**AGREED TO BY:**

  
CHRISTOPHER KROEGER, Individually

09/18/07  
DATE

ENTERED into the records of the Board this:

10 day of October, 2007.

**WEST VIRGINIA REAL ESTATE APPRAISER  
LICENSING AND CERTIFICATION BOARD**

By:   
SHARRON L. KNOTTS  
EXECUTIVE DIRECTOR

October 10, 2007  
DATE