

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

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

Complainant,

v.

Complaint No. 24-001

**DOUGLAS S. BUTCHER,
License No. CG126**

Respondent.

CONSENT DECREE

Respondent Douglas S. Butcher (“Respondent”) and the West Virginia Real Estate Appraiser Licensing and Certification Board (“Board”) enter into the following Consent Decree for the purpose of resolving the above-styled complaint. As reflected in this Consent Decree, the parties have reached an agreement in which Respondent agrees and stipulates to the Findings of Fact, Conclusions of Law, and disposition of this matter. The Board, having approved such agreement, does hereby Find and Order as follows:

FINDINGS OF FACT

1. Respondent is a licensed real estate appraiser, holding license CG126. Although Respondent has allowed his license to lapse as of September of 2024, Respondent held a valid real estate appraiser license at the time of issuance of the Board Initiated Complaint in this matter.

2. In October of 2023, Respondent entered a written contract with John Taylor, in which Respondent agreed to provide appraisal services for certain parcels of real estate in the

Fayetteville, West Virginia area. Mr. Taylor intended to use Respondent's appraisal services in connection with his pending divorce proceedings.

3. In exchange for Respondent's services, Mr. Taylor agreed to pay Respondent a fee in the amount of \$3,000 and pay a retainer in the amount of \$1,500 prior to beginning work on the assignment. Respondent agreed to perform the work within twenty-one days.

4. On October 10, 2023, Respondent indicated that he would inspect the vacant land properties and agreed to meet with Mr. Taylor on October 27, 2023, to gain access to the properties with improvements.

5. On October 11, 2023, Mr. Taylor paid Respondent a retainer in the amount of \$1,500.

6. On January 2, 2024, Mr. Taylor submitted an "Allegation Form" to the Board in which he alleged that Respondent had failed to perform the appraisal services for which he paid the retainer.

7. Mr. Taylor further alleged that Respondent failed to respond in a timely manner regarding his requests for updates on the service that Respondent agreed to perform, and after numerous delays, Respondent stopped communicating with him regarding the assignment on December 8, 2023.

8. During the Board's review of Mr. Taylor's allegation, the Board discovered that Respondent's certified general real estate appraisal license had expired due to his failure to timely submit a renewal application for the 2023-2024 licensure term. Specifically, the deadline for renewal for the 2023-2024 term was September 30, 2023. Respondent failed to submit a renewal

application until October 18, 2023. Accordingly, Respondent's certified general real estate appraiser license expired on October 1, 2023.

9. Therefore, the Board contends that at the time Respondent entered into the contract to perform appraisal services for Mr. Taylor, his certified general real estate appraisal license had expired.

10. Mr. Taylor believed that Mr. Butcher held a valid general real estate appraiser license at the time he entered into the agreement with Mr. Butcher to perform the appraisal.

11. On March 8, 2024, the Board initiated the above-referenced complaint based upon Mr. Taylor's allegation that (1) Respondent failed to perform the services for which he was paid the retainer or return the retainer, and that (2) Respondent contracted to perform appraisal services when his license to do so was expired.

12. Respondent submitted a response on May 13, 2024, admitting that "no appraisals were prepared, but a \$1,500 retainer was received during the period of October 1, 2023, and October 18, 2023."

CONCLUSIONS OF LAW

1. Under West Virginia Code § 30-38-1(b), "no person other than a person licensed or certified under this article may use the title of licensed appraiser or certified appraiser or any title, designation or abbreviation likely to create the impression that the person is licensed or certified by the state."

2. Under West Virginia Code § 30-38-12(a)(3), the Board is authorized to deny issuance or renewal of a license or certification or take disciplinary action for "[a]n act or omission in the practice of real estate appraising which constitutes dishonesty, fraud or misrepresentation

with the intent to substantially benefit the licensee or another person or with the intent to substantially injure another person[.]”

3. Respondent’s contracting with Mr. Taylor to perform appraisal services at the time when Respondent’s certified general real estate appraisal license had expired violates West Virginia Code § 30-38-1(b) and § 30-38-12(a)(3).

4. Under West Virginia Code § 30-38-12(a)(7), the Board is authorized to deny issuance or renewal of a license or certification or take disciplinary action for a “[v]iolation of any section of [the Real Estate Appraiser Licensing and Certification Act] or any rule of the board[.]” West Virginia Code § 30-38-17 requires that “[e]ach real estate appraiser licensed or certified under this act shall comply with generally accepted standards of professional appraisal practice and generally accepted ethical rules to be observed by the real estate appraiser.” The practice and ethical standards are memorialized by the Appraisal Foundation in the Uniform Standards of Professional Appraisal Practice (USPAP). The USPAP Ethics Rules state “[a]n appraiser must not advertise for or solicit assignments in a manner that is false, misleading, or exaggerated.”

5. Contracting with Mr. Taylor to perform appraisal services at the time when Respondent’s certified general real estate appraisal license was expired violates the above-quoted USPAP Ethics Rule.

CONSENT

By signing below, Respondent 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 may pursue this matter through appropriate administrative proceedings and is aware of his legal rights regarding this matter, but intelligently and voluntarily waives such rights.

2. Respondent acknowledges the Findings of Fact set forth above, admits that there is probable cause to conclude that the violations set forth above in the Conclusions of Law occurred, and consents to the entry of the following Order:

ORDER

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

1. Respondent is reprimanded and shall pay restitution to Mr. Taylor in the amount of \$1,500.00 within thirty (30) days of signing this consent decree. Failure to do so will result in further disciplinary action against Respondent.

2. The Board notes that Respondent has allowed his real estate appraiser license to lapse since September of 2024. Respondent is not eligible to renew his license for six months from the date of execution of this consent decree. Should Respondent seek to renew his license, he must pay a fine of \$10,000.00 payable to the State of West Virginia prior to renewal.

3. In the event Respondent contests the alleged violation of this Consent Decree, Respondent may request a hearing to challenge the alleged violation only. Any such hearing shall be scheduled and conducted in accordance with the provisions of W. Va. Code §§ 30-1-8 and 30-38-1 et seq. and any procedural rules promulgated by the Board.

4. This document is a public record as defined in W. Va. Code § 29B-1-2(5).

5. This disciplinary matter must be reported to the Appraisal Subcommittee of the Federal Financial Institutions Examination Council ("ASC").

CONSENT DECREE AGREED TO BY:



Douglas S. Butcher

12/13/2024

Date

ENTERED into the records of the Real Estate Appraiser Licensing and Certification

Board this:

13 day of December, 2024.

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

By: Rachel Phillips
Rachel Phillips, Chair