

Complaint for Fraudulent Reporting and Conspiracy to Commit Fraud

Doc 7b - Email to Inspectors

This cover page has been added for presentation on the following website:

<https://inspector-complaints-2023.bryancanary.com>

The rest of the document is what was sent as an attachment.

The first page was the table of contents.

Letter to Home Inspector and Termite Inspector

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Cover Letter

3/13/2023

RE:
DEMAND for Information and Cooperation for Financial Remedy for 12 Bayview Road
Robert Vierra, Home Inspector, RLV Inspection Services dba WIN Home Inspection Monterey
Alex Carriaga (via B. Wheeler), Termite Inspector, Wheeler Termite Company

Dear Robert and Alex -

My name is Bryan Canary. I'm the purchaser of 12 Bayview Road. This letter is intended to open a dialogue with you both about your participation in the cover up of about \$250,000 in defects as part of the home preparation process. Neither of you made those contributions directly, but both of you prepared and presented reports presented as part of pre-sale disclosures that were grossly lacking in completeness and accuracy with Robert's work being far more problematic.

This letter is to inform you of what is known now about your participation and how your participation came to be documented by the Seller's Agent and Seller to "sell a lemon" in secrecy.

This letter is also going to inform you of who's been notified so far, and hopefully it will open up a dialogue in which you can help me catch the larger fish in a far larger scheme.

Before getting into those details I wanted to share a little bit about myself.

- I started rehabbing homes in Baltimore in the late 1990s.
- I've been a Licensed Real Estate Agent in Maryland since 2002
- I've been a Licensed Contractor in Maryland there since 2005.
- By 2012 I had rehabbed 20 of my own homes with a fairly unique NY Loft Style look. My work has been featured in an article or two in local media, and one of my homes has been seen on national television.
- I started rehabbing by myself. Then with one carpenter. We did all the trades.
- At my peak I had 2 companies and 15 employees.
- I've personally done every trade there is to do in a home myself at one point or another with competence.
- Suffice it to say I know remodeling work very well and I can identify the work you all did right and wrong with ease.

Separately, I've been doing Independent Publishing on Commercial fraud since 2015.

- Bank of America Executives and an Attorney in their legal department committed fraud in an underwriting process that was infuriating and costly to me.
- I built 4 or 5 websites with 10 to 40 pages each about that experience. I was able to use a Bar Complaint to force information from the Attorney. I was able to get a Senator's attention who helped with a federal Complaint with the CFPB.

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- I've built about 100 more public websites. 50 or so of those are related to commercial fraud I encountered personally.
- I currently have three websites that are featuring information about this matter in real time to various readers and investigators at numerous levels.

Unfortunately, we live in a very broken commercial world and you both added to my broken world.

My goal is not to alienate you. You did a fine job of doing that yourself with the work you performed for the Seller's Agent and Seller of this property with Robert's being far worse than Alex's contribution.

Please try not to "overly" panic when you read this.

- It's bad.
- You all have some making up to do.

With that said, let me give you a summary of what happened and then I'll get into details....

Transaction Summary with Concealment Discoveries related to GC and Painter

1. The Seller's Agent and Seller worked together with Licensed Contractors to do about \$50,000 worth of repairs and concealment work that covered up about \$250,000 in defects.
2. The Seller's Agent seemed to engage with each of you directly to produce pre-sale reports.

Alex, your report was marked as complete, but you failed to fill in repair estimates that are material to producing a complete and relevant report. Marking the fascia as damaged and dry rotted but leaving out the fact that represented \$8,000 in repairs is material.

Robert, your work was far, far worse and more nefarious. You positioned your summary at the beginning of the report, not the end. You failed, to note you did NOT gain access to the 2nd floor attic at all in your summary. Your summary was filled with up close and disorienting images that I am attributing to an attempt at a rapid hypnotic induction, based on your use of suggestion and omission with a high degree of proficiency throughout the document. You claimed the 2nd floor attic was not accessible when it was. You failed to note both the HVAC and Plumbing systems were explosion hazards per long standing code. You didn't get all around the crawl due to debris yet you claimed all sill bolts were fine, which would have required that, in fact one was busted. You failed to report on a 4" gravity drain in the crawl you would have had to climb over to inspect sill bolts. You have no place in your report to denote "hot water" or lack thereof, when there is none. . You had people looking up when they should have been looking left and right when they should have been looking down. Your report makes for an exceptional case study for the use of hypnotic techniques and suggestion in the Home Inspection Industry.

Your reports were then handed to us as disclosure documents that read like Swiss Cheese

3. The Seller and Seller's Agent signed disclosure documents indicating they did NOT have any relationship that involved Seller Agent supervision and participation in work to prepare the home, when

in fact that is EXACTLY what they had done .

4. Over the first 10 days we found numerous cover up attempts and mis statements in disclosures. The first was the 2nd floor attic.
 - a. John (the GC) had installed all new drywall in the closet ceiling to enclose the insulation damage, rodent urine and mold from a rodent infestation. He had left a tiny access hole that was usable but not to standards.
 - b. Dave (the painter) had sprayed the interior of the home including the 2nd floor ceiling, but he had failed to use enough stain blocker to full conceal the urine stains created from above.
 - c. Robert, the Pre sale home inspector claimed the attic access was too small for humans when it wasn't. He then failed to note the inability to inspect the attic in his report summary, obfuscating the problematic area.
 - d. Alex, the Pre Sale Termite inspector seemingly did not make it clear if he was or was not able to inspect that 2nd floor attic as would have been appropriate.
 - e. When we opened the attic access, the smell rolled out. When we entered we found \$5000 to \$10,000 in concealed damage.
 - f. The Seller's Agent was standing at the floor of our ladder when we entered the attic. As soon as we entered and gasped, he started singing details about a rodent infestation that had not been disclosed by his seller in writing. He then revealed details about the contractors who did work to cover it up or claimed it wasn't accessible. He left out the part about the fact he had recommended and supervised the contractors and the inspectors that had created the charade. He also left out the fact that he had approved the finished work when it was time to receive payment or credit for the work.

This is just one of numerous examples of how the Seller's Agent exposed fraud at jaw dropping levels with seemingly no peripheral vision for the problems all of you would find when this was properly documented and published for investigative bodies as well as the public.

5. As a result of our findings and as equitable title holders of the property, we refused to remove our condition contingency and we refused to walk away from the transaction. We issued them a demand for answers to about 5 pages of questions and a demand for documents for your work.
6. Without a transaction kick out option that would not leave them procedurally culpable for fraud, the Seller had no choice but to answer.
7. The Seller's Agent and Seller eventually provided a 20+ page written document detailing the way in which they worked with each other and you all to prepare the home for sale. They also provided detailed quotes, invoices and email dialogue.
8. There is a clause in the contract that made them feel like if they came clean, neither of them might be held liable for the exposed defects. They seemed oblivious to the idea that no contract clause can and will excuse fully fraudulent behavior and statements like " we didn't work together" when in fact their later statements proved the exact opposite, along with all the documentation they provided.

Letter to Home Inspector and Termite Inspector

9. We were provided a document that indicated the Pool House and surrounding deck was supposedly painted and power washed. If the painter was paid for that, that was full out fraud perpetrated by the painter with the support of the Seller's Agent. We received documents indicating a new course of siding was to be installed. Instead a cheap luan cover was used to conceal fully rotten joist ends, several of which no longer provided any structural integrity. Decks were built without permits, etc.

There's more but for summary purposes, this should paint the picture just fine.

Post Closing Discoveries -- Concealment by GC, Painter and others...

On 5/15/2021 we closed on the property. The real estate transaction was OVERFLOWING with Seller, Seller's Agent, Transaction Coordinator, General Contractor, Painter, PreSale Home Inspector, PreSale Termite Inspector and Broker malfeasance, negligence, fraud, conspiracy to commit fraud, False Advertising and more.

After we took possession of the property, we removed some drywall to expose mold that had been covered up under the kitchen sink. Then we removed the drywall in the utility room to discover the mold covered up there. We have email dialogue, quotes and invoices for that work.

We also found an odor in some base molding that was subtle. When we removed that we found the cat urine that had been covered up in the dining room and kitchen area. That led us to other areas of cat urine coverup.

We removed drywall to expose the rotten joists and document that concealment, etc.

While this is all bad, it's nothing that hasn't been heard about in real estate horror stories before.

HOWEVER, something else got exposed in this process that makes this an even BIGGER DEAL than all of your malfeasance combined.

Post Closing Discovery -- 30 years of CA Real Estate Broker Contract Malfeasance

The contract we were told to use to make the purchase allowed for the presentation of disclosure documents to us AFTER contract acceptance.

That's like saying, "Please make me a binding offer on my home without the documents you need to do that. After I get your bid I'll tell you what you bid on so you can see how much you over bid", and what's important to remember here is that "our broker" is a sub agent of the listing broker, and he/she is paid by the Seller. That's what makes this uber gross gross.

As a real estate professional, I knew it seemed grossly illogical when it was presented to us. I asked about it. I was told it was the standard contract in California and had been for many years. If we wanted to participate in the marketplace we had to play by their rules.

Our research after the transaction indicates laws to regulate the Disclosure Process in this type of transaction were created in 1994. They are found in CA 1102. They seem to be written properly with consumer protection

Letter to Home Inspector and Termite Inspector

in mind. It appears the entire Real Estate Broker Industry since 1994 has been snowing the public.

Can you imagine? You all seem to have been involved in some snow blowing. Roberts is far far larger and with over 11,000 transactions that could add up fast. BUT, the snow blowing was happening way above you all too!!

By our estimates the Brokers in California may have received \$50 BILLION in commissions on \$1 TRILLION in transactions with faulty contracts that were seller and broker biased since 1994. As part of the bias in those transactions, it was far easier to try to "sell lemons" with far greater protection for sellers, brokers, contractors and inspectors from claims of fraud than would be found in contracts that were not "inverted".

So. What would most definitely be embarrassing and revealing about your participation in covering up defects as part of preparing a home for sale has gotten A LOT more attention, given this experience has exposed 30 years of gypsy style corruption in the Real Estate Brokerage industry in California as well as that found in the world of construction.

A Dialogue worth having...

I can see online you've both been in business for almost 3 decades or more. One can only wonder how many times you've done this prior for other real estate agents and home sellers in Monterey County? Rober, the math has been done on the work you may have overlooked and it's in the \$100 of millions as I recall. I'd need to check my notes.

Above, I've given you both a summary of what has been uncovered AND PUBLISHED internationally already.

Now we need to have a conversation about how to fix the damages and how to properly put blame where blame is due. In the following pages...

- I'm going to tell you in detail what I found related to your work.
- I'm going to tell you why this story is far bigger than you two, Forstein and Weinstein combined
- I'm going to provide you with some public links..
- I'm going to mention my suggestion for dealing without Attorneys (or with them for you if you'd like).
- Then I'll provide you with some questions so you can think about what might be asked if we can not resolve this AND to give an idea of some of the things you might be able to help with that would help us all out...

Please be happy we are going to get the opportunity to try to square up on this sooner rather than later.

- You had no idea who the buyer was going to be when you did your work on this property.
- It could have been someone unable to defend themselves and pursue remedy immediately
- Carrying energetic debt around like for many lifetimes is far worse.
- Always better to leave what you got in the same one if at all possible.

When you are done reading this, sleep on it. Then read it again. Ask others to read it with you if needed.

Then you need to reach out to me to pick up a dialogue and discuss things properly.

- I won't raise my voice or get angry as long as you don't and you have no reason to do that.

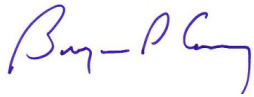
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- I will listen to what you have to say as long as you are being honest and sincere.
- If you are not, I'll warn you once, and maybe twice and then shut down the conversation.

I look forward to seeing if we can work together to get this resolved.

Please reach out to me by Friday, March 24, 2023 at 5pm via email to start a conversation and/or to set up a time for a phone call. If I do not hear back from you by then, I will send one additional email prior to taking additional steps towards rectification that can only be more costly.

Energetically Seeking Corrections,



Bryan

Experienced Home Buyer, Rehabber, Investigative Journalist AND Energetically Harmed Person.

Cc:

<https://home-Purchase-2021.bryancanary.com>

<https://mcar-concerns-2023.bryancanary.com/>

This is NOT a private letter. Many have seen it already. Many more will. That part can never be undone. The only thing you can do now is show everyone how you behave once confronted with a bad situation. Hopefully you will handle it with honesty and humility. Everyone worthwhile will respect that and move on with their lives.

A Conversation About this Situation

What I found “termite inspection related” ...

1. A report marked as “complete” with no repair estimates that would have made the report useful to a seller or buyer for understanding existing damage conditions.
2. A report marked as complete that may or may not have included a proper and complete inspection of the 2nd floor attic.

“That’s it”. A proper termite report found generally the same markings and it noted the repair to the fascia alone was about \$8000. A separate inspection from a Contractor produced a nearly identical quote with no idea of the opinion of the other.

How many times have you produced a “complete” report without the information needed for those involved in a transaction to make a proper “offer to purchase”?

What I found “Home Inspection report related” ...

1. I provided you with a glimpse of the malfeasance above.
2. I have dozens if not hundreds of pages written related to your work.
3. It’s been published in various places for over a year.
4. Someday maybe I’ll share those with you and your son.
5. Everyone knows home inspectors who do NOT bust up deals get the best referral networks.
6. By my estimates, you all obfuscated or omitted about \$40k to \$80k in defects ANY sincere home inspector would have picked up and noted with ease.
7. You have stated you’ve done 11,000 home inspections since the 1990s.
8. If we pretended you overlooked \$50k in defects per inspection, that would total \$550 MILLION in defect oversight during your career AND you would have been paid about \$4.4 Million for that work, at \$400/inspection.
9. Your background in English and your use of very powerful techniques for suggestion and omission really have no place in Home Inspections. They are great for writers and authors and such, but not for Home Inspectors, for sure.

What I found related to GC and Painter -- \$100k -150k in concealment matters

The total value for uncovering and correcting the work that had been concealed is about \$100k to \$150k depending on who’s counting and how. This is not the full extent of the disclosure fraud or concerns. This is just the part you all participate in.

What I want - Information to sink Weinstein and Forstein for bigger matters

Letter to Home Inspector and Termite Inspector

First and foremost, if you all are willing to share any information about dialogue you had with Weinstein about covering up defects, that would be beneficial.

There are bigger matters that you all did not touch that are problematic, too. If either of you can provide information indicating Seller's Agent or Seller had knowledge of the defects listed below, that would have value to me. .

1. Garage explosion Hazards - The Hot Water Tank and Furnace were both gas appliances. The pilot lights for both were within 18" of the floor. The Pilot light height on garage appliances has been a major health and safety code matter since 2003. Fumes from cars settle to the floor and can ignite via a pilot light. That fire/explosion hazard was known to the Seller from his 2015 home inspection report AND it was known to him and the Seller's Agent from the General Contractor who fixed the home in preparation for sale. He had brought a used stand over to lift up the water heater but the seller refused to pay for the work. John, if you can testify to sharing that information with the Seller's Agent, confirming he knew why that stand was brought over, that would be very beneficial
2. Sewage - The main sewer line between home and septic was shot. I have inspections that stated that. Forstein and Weinstein both denied there were any issues.
3. Hot Water - when we cut the hot water tank out the pipe was closed. I do not currently believe there was ever any significant amount of hot water at any bathing fixture during the later part of the tenancy if ever.
4. Listing Delay - the home sat for 4 months after all work done in prep to sell was done. We believe that was an intentional delay to hide rainy season defects.
5. False Advertising - An older photo of the south view was uploaded from a time before the hill was cluttered with a neighbors water tank and out building. If you are aware they knew they were doing that that would help.
6. Blank and incomplete disclosure documents - The Seller and Sellers agent provided disclosure documents that were incomplete, with blanks and they were filled with eros and omissions as well. If you ever heard Weistine or Forstein talk about a strategy for doing that to confuse matters or deceive. That would be valuable.
7. Weinsteins financial dealings with Forstein - if you have insight into money Weinstein was making to do cleaning services or manage and oversee your work, that is of value. If you know of any lending transpiring to assist Forstein that is of value.
8. Other - If you can provide other information about anything that establishes an intention to deceive beyond what has already been shared, that is of value. .

What I want - Part 3 -This is MUCH BIGGER than you two, Forstein and Weinstein combined, so it won't "go away" anytime soon - Help me help You.

You contributed to a conspiracy to shaft the buyer of this home by about \$200-250k. While that may sound big, it's NOTHING compared to what the contract used to purchase the home revealed about ALL REAL ESTATE BROKERS in Monterey county and/or all of California for the past 30 years.

The Brokers in Monterey County have been using an "inverted" contract that would be viewed by most, if not all, in the Real Estate Industry as "inverted" in a functional sense and "illegal" in a factual sense.

This has the potential to turn into a class action worth Billions of dollars in a lawsuit.

If I was you all, I'd want to get off the radar as fast as humanly possible. That starts by squaring up with me and then keeping your head low as you finish out your working careers.

This information is already in the public domain and known to 1,000's...

I started publishing all details related to this as our transaction was playing out. I published it on websites shortly thereafter. I published it on more websites later.

You all are some of the last to get notified from me directly. For all I know, you may already have known about my publishings. If not, you do now.

Notices to Federal, State and Local Authorities

The FTC, the Department of Justice, the FBI, the Monterey County Prosecutor's Office and the California Department of real estate were notified of all of this formally on November 21, 2022 .

Many had been made aware of it as the transaction was closing and months after.

That information along with all of the malfeasance I've described to you is documented in gory detail, with images and screenshots of emails, quotes and invoices can be found at:

<https://home-purchase-2021.bryancanary.com/>

Another publishing targeting the larger industry fraud started last month. It can be found at:

<https://mcar-concerns-2023.bryancanary.com/>

Letter to Home Inspector and Termite Inspector

Home Purchase 2021

Home

"Gross" Industry Problems

By Participant...

Notifications

Legal Refs

More... ▾

This website provides Complaint Documents and supporting material related to a residential real estate transaction in Monterey County CA. The contract was ratified for \$895,000 on April 1, 2021. It closed escrow May 15, 2021.

This documentation identifies numerous egregious acts of disclosure fraud / fraud by omission and conspiracy committed by the Seller and the Seller's Agent valued at \$150,000 to \$250,000 with gobsmacking contributions provided by a General Contractor, a Professional Painter, a pre-sale Home Inspector, a pre-sale Termite Inspector, and a third party Transaction Coordinator who were all recommended and managed by the Seller's Agent. ▾

But that's the tiny part...

Complaint Documents

Complaints have been filed with the FTC, that DOJ via the Attorney General of CA, the District Attorney's office of Monterey County California and the California Department of Real Estate. This website was provided to each party and the complaint documents below were sent to each agency directly in paper form on Monday, November 21, 2022. The FTC and DOJ were included because there have been decades long concerns about this marketplace, and this experience should shed light on the industry in a way they may have been lacking prior. Please see notifications page on this website for more details on notifications.

[Doc 1](#) Complaint Cover Sheet and Document List (1 page)

2/3/2023 - Intro letter Seeking Class Action Attorneys ([view](#))

[Doc 2](#) Complaint Cover Letter (4 pages)

[Doc 3r](#) Participant List (4 pages) (pvt: [unredacted](#))

[Doc 4](#) Complaint (22 pages)

[Doc 5](#) Complaint - Level 1 support* (44 pages)

[Doc 6](#) Timeline (13 pages)

s2) July 2020 - November 2020 (obfuscation & concealment work done in prep for sale)

The Seller's Agent suggested the use of a General Contractor he referred to as "his GC". Documents obtained late in the transaction revealed the Seller and a General Contractor discussed the approval of most work via email, but lessor work was authorized by the Seller's Agent directly to the GC, as noted on invoices. In addition, after confusing details about the home condition needed more clarification, the Seller's Agent revealed a startling starting point for his work and he verbally indicated that he and his wife had performed the deep cleaning and subbed out cleaning to others.

The financial estimates next to each item are estimated retail values for the benefit the seller obtained with the obfuscation and/or concealment work depending on how each item is analyzed. These are based on my own estimates as a builder and contractor in Maryland, and they are not supported with documentation from Licensed California Contractors, which may in fact increase the values. The total defect obfuscation benefits to the seller of the first 9 items only is estimated at \$50,000 to \$112,000.

s2.1 - Deck Removal > Concealed Damaged Cantilevered Floor Joists extending into the home (6-20k) 10p [view](#)

s2.2 - Deck Build without Permit > Constructed 5'x15' second story deck without a permit (2-3k) 8p [view](#)

s2.3 - South Facing Side (Exterior) > Concealed End of Life for siding with known history of leaks (8-12k) 9p [view](#)

s2.4 - Garage Paint Job > Concealed/Failed to disclose water stains on south side wall and ceiling at wall (4-5k) 10p [view](#)

s2.5 - 2nd floor Attic and Ceiling > Concealed/Failed to disclose rodent damage to insulation & drywall (5-10k) 23p [view](#)

s2.6 - Fascia Paint Job > Concealed/Failed to properly disclose extent of dry rot in fascia (8K) 12p [view](#)

s2.7 - 2nd Floor Bath Floor > Concealed defective subfloor (1-2k) 9p [view](#)

s2.8 - Cat Urine > Cleaned/Concealed major Cat Urine damage in 5 areas of the home (8-40k) 22p [view](#)

s2.9 - Mold > Concealed Mold with new drywall and plaster in three areas of the home (8-12k) 15p [view](#)

Work Quoted and Paid for but not done as quoted, not done at all, or done with wrong materials

s2.99.1 - Painter - The Exterior of the home was painted by Professional Painter who used Interior paint. He also quoted the Pool house exterior paint job at \$2800 and the seller presented that document as if it was done, even though a tiny portion had been completed. This appears to total approximately \$10k in negligence and/or fraud committed against the Seller by the Painter and the Seller's Agent who was in charge of overseeing and approving payment for work. The Seller declared this work to have been done without defects. (approximately \$10k in defective work or work included in disclosures but not done) 5p [view](#)

s2.99.2 - General Contractor - Work was quoted, billed and paid for with Seller's Agent approval that was not done. While the dollar amount of this is minor, the largest of these matters came into play early in the transaction and may have encouraged "man in the middle" behavior by the Seller's Agent given his involvement in approving payment for lesser work - (only \$1-2k in neg/fraud against seller, but discovery of it may have catalyzed a cover-up process for the Seller's Agent) 8p [view](#)

Work still unaccounted for...

s2.99.3 - Undocumented Work - We are still missing quotes and invoices for work done that may implicate the Seller's Agent in a greater level of malfeasance. (\$0-10k) 2p [view](#)

Letter to Home Inspector and Termite Inspector

Home Purchase 2021

[Home](#)["Gross" Industry Problems](#)[By Participant...](#)[Notifications](#)[Legal Refs](#)[More...](#)**s4) December 2020 - March 2021 (4 month listing delay, 2 presale inspections and 1 omitted oddly)****s4.1 - 4 month listing delay - A Strategy for Fraud agreed to by the Seller and Seller's Agent?**

During negotiations in March 2021, the Seller complained of carrying costs when countering our 60 day escrow request with 45. From documents provided on or after Day 15 of our escrow process, we were able to determine that all work we suspected as having been done to prepare the home for sale had in fact been completed between July and November 2020 yet the house was not listed until March 2021.

These two facts combined left us wondering why the home was not listed in November 2020. Both of the Pre Sale Home Inspection and Pre Sale Termite Inspection could have and seemingly should have been done in late October and/or early November had minimizing carrying costs been important.

The rainy season in this area is from November through February. The volume of actual defects existing at the property related to rain water management and runoff were numerous and uber evident easily when rain existed, as we discovered in the rainy season of 2021 and 2022. We believe this listing delay was a strategy the Seller and Seller's Agent mutually decided they needed to pursue given the actual condition of the home. We did formally question them about this during the escrow period. No formal response as should be required by brokerage rules was provided. An informal response from the Agent intimated work was transpiring to prepare the home for sale, yet he had already presented all receipts in his possession which contradicted his own informal statement.

[Conspiracy Concerns - 4 Month Listing Delay](#)**s4.2 - Pre-Sale Home Inspection performed 2021-01-28 - A Conspiracy to misdirect and obfuscate defects? A Strategy for Fraud?**

The Seller hired a pre-sale Home Inspector so he could provide a report as part of his Marketing Process and Disclosure documents. The Inspector chosen was a referral from the Seller's Agent and the Seller's Agent was the only person at the inspection with the inspector and the Inspector's son. Gross Omissions related to flaws and defects were made in this Home Inspection report. The nature in which those gross omissions align with the Seller's gross Disclosure Omissions would indicated conspiracy or collusion to obfuscate and/or omit transpired. The odds of the alignment of omissions existing to the extent that they do given the nature, quantity and value of the omissions would seem to be next to nil.

[Conspiracy Concerns - Pre-Sale Home Inspection Collusion](#)

Pvt Docs: [Seller's 2015 Home Insp. report](#) | [Seller's 2021 Home Insp. report](#) | [Buyer's 2021 Home Insp. report](#)

s4.3 - Pre-Sale Termite Inspection performed 2021-02-05 - Conspiracy to misdirect and obfuscate defects?

The Seller hired a pre-sale Termite Inspector so he could provide a report as part of his Marketing Process and Disclosure documents. The Inspector chosen was a referral from the Seller's Agent. The Seller's Agent may or may not have been present at the inspection. The report was marked as a "complete" report, yet it did not have any price estimates for repairs for existing damage on the home, which is a critical feature of such a report for marketing, disclosure and pricing purposes. Pricing the damage to the Facia would have taken just a minute or two for an experienced inspector and not doing so helped the Seller obfuscate and under disclose about \$8,000 in damage to that one item alone.

[Conspiracy Concerns - Pre Sale Termite Inspection Collusion](#)

Pvt Docs: [Seller's Pre-Sale Termite Inspection Report](#) | [Buyer's Termite Inspection Report](#)

Each of those view links goes to a document with images of the work, images of quotes, images of dialogue with Forstein and Weinstein. Go there and look for yourself.

<https://home-purchase-2021.bryancanary.com/>

What you did has been exposed. All that's left now is to reconcile for it.

I've also formally started pursuing the Monterey County Association of Realtors, the California Association of Realtors, the National Association of Realtors and all major brokers last week. Many knew that was coming, but it's official now too. That can be found at: <https://mcar-concerns-2023.bryancanary.com/>

MCAR Concerns 2023

HomeLegal Corner ▾Brokers Corner ▾Notifications

The website went live 2/27/2023.

[Doc1](#) - Letter to MCAR executives and "significant cc list" . - Reply due by 3/10/2023

[Doc2](#) - Experience Details - (MCAR TWO)

[Doc3](#) - Position request Letter to NAR, CAR, All Major Brokerages - Reply due by 3/10/2023

This has been an extremely stressful and trying situation for us.
We do not believe it's going to get to a resolution quickly,
but we believe an logical and equitable rectification will be achieved.

Communication with or without an Attorney..

The best thing you can do right now is communicate with me. Even if it's to say very little. To stay silent is not a good option.

I'd encourage you to consult an Attorney if you feel that's a good use of your time and money.

If you do, don't hide anything from them or they'll take your money, waste it, and you will be worse off. Just to have them review all the documents I have revealing your participation in the conspiracy at <https://home-purchase-2021.bryancanary.com/> will likely cost you \$1-2k at a minimum.

But they can advise better.

If you'd like them to reach out, that is a poor choice IMO but you can. If they do, I will NOT communicate in confidence with them. It's not happening.

- There are state statutes about negotiating settlements in confidence.
- They are specific about any offers made not being used as an admission of guilt.
- First and foremost, the guilt is evident via documents and photos already.
- Second, everybody knows offers to settle are done all the time for various reasons other than guilt.

If you have an Attorney reach out, please make sure s/he has this document. In the case of you two, there's really nothing to talk about settlement wise at this time. You may or may not be included in litigation moving forward.

Dear Prospective Attorney -

I've written 8 Bar Complaints in the last 8 years. One resulted in a forced dialogue from a Bank of America Attorney. 3 are pending adjudication with CA Bar now. 1 more is going in to the CA Bar, related to this situation, that should garner sanctions. Two were against State Assistant Attorney Generals. I also publish those publically.

For example of my bar complaints, please see:

- <https://3catsmedia.weebly.com/personal-injury-attorney-malfeasance-2019-2022.html>
- <https://cpa-2022-26.bryancanary.com/>
- <https://mcar-concerns-2023.bryancanary.com/legal-corner/bar-complaint>

I do not tolerate "inverted" dialogue for purposes of clouding written conversation or fact and I can track bad work with volumes of pages with ease.

Treat me with respect, and without inversion, and I'll do the same.

Thanks, Bryan

Summary

For individuals who have worked in the inspection industry for decades, you likely can not fathom the situation you put yourselves into a few years ago nor the power and reach of these websites. It would seem alien to think everyone else knows, and you are just finding out. This is how it has to be when exposing corruption. It doesn't work well any other way.

APPENDIX 1 - QUESTIONS FOR TERMITE INSPECTOR

Questions for Pre-Sale Termite Inspector

General Questions

1. How long have you been in the construction industry?
2. Are inspectors like yourself licensed in California? If so, who manages that licensing process ? How long have you been a Licensed Inspector in California?
3. What services do you offer?

Referral Questions

It seems you were referred to the seller by either the General Contractor or the Seller's Agent.

1. Who referred you to the seller?

% of Work for _____

1. What percent of your work is done for or related to Real Estate Agents and those preparing their homes for sale?
2. What percent of your work is done for people unrelated to Real Estate agents and those not preparing their homes for sale?
3. How long have you been doing prep work on homes for real estate brokerage process?
4. The Seller's Agent is affiliated with the Carmel office for his brokerage. That office has dozens of Agents. How many agents in that office have you done work for directly or indirectly as a result of referrals for work?
5. What other real estate brokerage offices, if any, do you have relationships with?
6. How many real estate Agents have you provided services for prior or been referred by in the past 5 years? In the past 20 years?

Report Details

1. Who set up your appointment for this inspection?
2. Who was present during your appointment?
3. Who did you present your report to and how did you present it?
4. Who paid you for the inspection?
5. Is it typical to provide no damage repair estimates as part of a "completed report"?
6. Did you ask the Seller or the Seller's Agent if they did or did NOT want damage repair estimates for damage included in the report? YES or NO. If yes, can you provide details. If NO, why not?
7. Our Termite Inspector found basically the same problems. He, however, took the time to provide rough estimates for the existing damage repairs for the primary home (not the out houses). If we had hired you as the Buyers, would you have provided us with estimates for the home or at least have asked if we wanted them?
8. Crawl Space - Did you inspect the crawl space like our inspector did? If yes, what did you find? If no, why not?
9. Attics - did you inspect the two attics like our inspector did? If yes, what did you find? If no, why not?
10. Two Tile Knock Out - Did you notice the 2 tile knock out in the upstairs shower?

Other

1. Were you aware the report you were preparing was going to be presented as part of the disclosure documents for the Seller?
2. Do you feel it's appropriate to get paid to do a "complete" report and then create a report that provides no useful information to the seller or buyer about the extent of existing damages due to termites?
3. Is it "legal" to mark a report as "complete" that provides no useful information to the seller or buyer about the extent of existing damages due to termites?
4. Can you see a situation in which a report such as yours might be used to make a false or incomplete suggestion to a buyer inappropriately?
5. Do you feel providing the report as you did might be confusing to a buyer as it relates to the property?

Other

1. **Toilets/Drains** - Were you allowed to use the toilets at the property? Were you told there were any issues with the toilets or drainage in general? We found no indication of paint in the drain to the septic. This isn't about that. It's about something else...
2. **Hot Water** - Was there hot water at the fixtures when you were there?
3. **Dining room floor damage** - Were you witness to any major water events in the dining room area or do you have knowledge of any events that would have caused cupping in the dining room floor?

APPENDIX 2 - QUESTIONS FOR HOME INSPECTOR

Summary of Concerns

We were told we were in a competitive bidding situation. We were provided a Pre-Sale Home Inspection and a Pre-sale Termite inspection prior to making an offer. The statutory disclosure documents were not provided prior to making an offer, making these the most relevant information we had for making an offer.

As an experienced home buyer, I compared his report to the home conditions I could see and it made me nervous. We actually discussed making an offer without condition contingencies because we were in such a difficult housing and home buying situation and based on the unusual and suspicious behaviors of the sellers agent and numerous oddities and omissions in the Pre-Sale Home Inspection report, we decided the only way to attempt to earn a winning offer was with our condition contingency and inspection options intact.

In the pre-offer dialogue we intimated we might just consult the pre-sale inspectors to attempt to assist us with the winning bid, when in fact we had no intentions of doing that based on the facts gleaned prior to making an offer.

A detailed analysis of the Pre-Sale Home Inspectors work with the benefit of time and two inspections revealed \$50,000 to \$100,000 in very relevant and omitted material facts/defects that any experienced home inspector should have reported on. Those omissions represent 5% to 10% of the home's value in relevant flaws and defects which should have been noted by a competent home inspector. Everyone will miss something. This isn't about being critical in that way. This is about something far worse.

From 1998 through 2021 his website indicates he's done 11,000 inspections. That leads to the following math:

- 23 years in business
- 478 inspections a year
- 2 inspections a day (assuming 239 work days a year)
- At average inspection cost of \$500, you would be currently grossing about \$240,000/year with little overhead

Everyone misses things from time to time. An accidental 1% miss adds up over 23 years. An intentional miss would too. In our Transaction we estimate he failed to report on or grossly under reported on 5-10% of the value of the home and that is conservative. Below is just a simulation for conversation...

Average price of home inspected:	\$750,000	\$750,000	\$750,000
Average volume of defects overlooked as a % of home value	5%	2%	1%
Average value of defects overlooked/home	\$37,500	\$15,000	\$7,500
Average value of defects overlooked/day	\$75,000	\$30,000	\$15,000
Total Value of Defects overlooked/week (x5)	\$375,000	\$150,000	\$75,000
Total Value of Defects overlooked/year (x239)	\$17,925,000	\$7,170,000	\$3,585,000

Letter to Home Inspector and Termite Inspector

Total Value of Defects overlooked in 23 years	\$412,275,000	\$164,910,000	\$82,455,000
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Please see our letter to you for the full scope of details and concerns. These are just initial questions that will be added to later.

Link to Letter to Pre-Sale Home Inspector

https://docs.google.com/document/d/13Eqs1y1GNHLDrf9MCeIN8FRNIRKq8wImyZJgm2_Gjek/edit?usp=sharing

Link to Inspection Analysis

<https://docs.google.com/document/d/1EI9rYorkDB54p9Amui0bDzmfIAaSWsUpV3hV0zJ1wCl/edit?usp=sharing>

Questions for Transaction Coordinator

General Questions

1. How tall are you?
2. How much do you weigh?
3. How tall is your son?
4. How much does he weigh?
5. Who called to schedule the inspection? Did you schedule it or your answering service?
6. Did they speak to you or your son?
7. Who was billed for the inspection?
8. Who paid for the inspection?
9. How was it paid for?
10. How much was the inspection fee?
11. About how many inspections a year do you do for the 30+ agents that work in the same office as this agent?
12. About what percentage of your inspections are pre-sale (for sellers) vs in-sale (for buyers)?
13. Do you change what you report on and how you report depending on if the inspection is for a seller seeking a pre-sale report or a buyer seeking an in-sale report?
14. Do you have the ability to review/affect the page breaks in your report/software? YES or NO

The Omissions and Confusion

1. The omissions in the summary related to inaccessible or uninspected areas are very troubling. If we looked at your last 1000 reports, what percentage of those would have the same types of omissions?
2. Were you trained in and/or did you study the use of suggestion in writing and oration in college?
3. Have you taken any courses related to hypnosis or hypnotic suggestions?
4. Do you have any background with the mechanics of hypnosis?
5. Do you know what a hypnotic induction is?
6. Does WIN provide any courses related to suggestion, hypnosis, induction or omission that have helped you with your business?
7. Does the WIN software meet your needs? What is lacking?
8. Do you realize putting the Home Inspection Summary at the front of a report is atypical? Do you know what that is not ideal for a buyer or anyone needed to use the report for truthful reporting?
9. The word soup used for confusion stands out even out of context. If we looked at your last 1000 reports, how often would we find that type of word soup?

These same questions should be answered by your son as well...

Condition Details

1. Front Porch - Do you have any photos or notes pertaining to the 5'x11' concrete problem in the front porch area?
2. Front Porch - Do you have any photos or notes pertaining to the downspout near the corner of the concrete problem in the front porch area?
3. Crawl - Do you have any photos or notes pertaining to the 9" flood line in the crawl?

Letter to Home Inspector and Termite Inspector

4. Crawl - Did your son crawl around the entire perimeter and check all sill plate bolts, as indicated in the report? YES or NO If YES, where was the broken sill bolt and why wasn't it reported on? If NO, why did you claim you did in the report?
5. Crawl - If you crawled around the foundation you would have found a broken sill bolt and right next to that you would have seen an older repair for pier support. Do you have any notes bout a pier support repair? These are major items that were totally missing from your report and easy to see.
6. Pool House - Do you have any photos or notes showing the pool house floor crack propagating under the slider creating major door slider problems as well?
7. 2nd Floor Attic - Did you remove the access panel from the ceiling? YES or NO. If YES what else did you do.
8. 2nd Floor Attic - Did you have any conversations with the Seller's Agent about the new drywall repair around the access panel?
9. 2nd Floor Attic - Did you have any conversations with the Seller's Agent about what might be found if you could have inspected the 2nd floor attic? (assuming you did nothing yourself)
10. 2nd Floor Ceiling - Do you have any photos or comments about 2" to 5" diameter stains in ceiling? YES or NO
11. Gas Furnace - Do you have any photos or notes about the mounting height for the furnace? YES or NO
12. Gas Water Heater - Do you have any photos or notes about the mounting height for the water heater? YES or NO
13. Plumbing Leaks - Do you always answer Page 38, Item 6 "Evidence of Leaks" as "No". YES or NO In this case there were 6 problems but they were noted 11 pages later. Is that typically how you report on leaks in a home? YES or NO
14. Hot Water - Can you point to the item on your report where you indicate the home had hot water or where you would even report that on your report?

Confusion with Pricing

15. We attempted to reach you to setup a followup consultation. When you didn't answer the email we called in. We got someone who indicated you didn't do that type of thing. The only service we were offered was a \$550 inspection.

You present yourself as a small business person. A small business person would have office support that aligns with the owners pricing guidelines.

Are you really more of an employee of a Major corporation under the guise of small business?

DOCUMENT VERSIONS

2023/03/13 - saved as pdf and sent to GC and painter,

Please see mcar-concerns-2023.bryancanary.com for public posting of this . Any minor changes will be noted on the version there with comments below indicating changes.