



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
TENNESSEE REAL ESTATE APPRAISER COMMISSION
APPRAISAL MANAGEMENT COMPANY
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243-1166
615-741-1831

COMPLAINT FORM

DATE _____

(Complainant)

(Respondent)

(Street Address)

(Street Address)

(City, State, Zip)

(City, State, Zip)

(Home Telephone Number)

(Telephone Number)

(E-mail address)

(E-mail address or website)

Please provide the following information to enable our investigator to contact you concerning your complaint, if a personal interview becomes necessary.

Name of Your Employer _____

Employer's Address _____
(Street Address) (City, State, Zip)

Your Business Phone _____

NOTE: Pursuant to TCA Title 47, Chapter 18, the Tennessee Consumer Protection Act, you may want to file a complaint with the Division of Consumer Affairs, 5th Floor, 500 James Robertson Parkway, Nashville, Tennessee 37243. (615-741-4737) or (800-342-8385)

BASIS FOR YOUR COMPLAINT

Please indicate which of the following provision(s) you contend were violated by the Respondent:

T. C. A. § 62-39-425 provides that the commission may take disciplinary action against a licensee when a registrant performs or attempts to perform any of the following acts:

- (1) Procuring a license by fraud, misrepresentation, or deceit;
- (2) Employing any person directly involved in appraisal management services who has had a license or certificate to act as an appraiser in Tennessee or in any other state, refused, denied, cancelled, revoked, or surrendered in lieu of a pending revocation;
- (3) Knowingly enter into any independent contractor arrangement, whether in verbal, written, or other form, with any person who has had a license or certificate to act as an appraiser in Tennessee or in any other state, refused, denied, cancelled, revoked, or surrendered in lieu of a pending revocation;
- (4) Knowingly enter into any contract, agreement, or other business relationship directly involved with the performance of real estates appraisal or appraisal management services, whether in verbal, written, or any other form, with any entity that employs, has entered into an independent contract arrangement, or has entered into any contract, agreement, or other business relationship, whether in verbal, written, or any other form, with any person who has ever had a license or certificate to act as an appraiser in Tennessee or in any other state, refused, denied, cancelled, revoked, or surrendered in lieu of a pending revocation;
- (5) Failing to have a system in place to verify that the appraiser receiving the assignment holds a credential in good standing in the state of Tennessee;
- (6) Failing to include instructions in a letter of engagement to the appraiser to decline the assignment in the event the appraiser is not geographically competent or the assignment falls outside the appraiser's scope of practice restrictions;
- (7) Allowing any employee or independent contractor of the appraisal management company to perform an appraisal review service on an appraisal done on real property located within Tennessee without holding a license as defined in § 62-39-102 or certification as defined in § 62-39-102.;
- (8) Failing to certify to the commission on a biannual basis on a form prescribed by the commission that the appraisal management company has a system and process in place to verify that an individual being added to the appraiser panel for appraisal services within Tennessee of the appraisal management company holds a license in good standing in this state;
- (9) Failing to certify to the commission on a biannual basis on a form prescribed by the commission that the appraisal management company has a system in place to verify that an individual to whom the appraisal management company is making assignments for the completion of appraisals has not had a license or certification as an appraiser refused, denied, cancelled, revoked, or surrendered in lieu of a pending revocation on a regular basis;
- (10) Failing to certify to the commission on a biannual basis that it has a system in place to perform an appraisal review on a periodic basis of the work of all appraisers who are performing appraisals in Tennessee for the appraisal management company to validate that the appraisals are being conducted in accordance with USPAP;

- _____ (11) Failing to report to the commission the results of any appraisal reviews in which an appraisal is found to be substantially non-compliant with USPAP or state/federal laws pertaining to appraisals;
- _____ (12) Failing to certify to the commission biannually that it maintains a detailed record of each service request for appraisal services within the state of Tennessee and that it receives and of each appraiser who performs an appraisal for the appraisal management company in the state of Tennessee;
- _____ (13) Prohibiting an appraiser who is part of an appraiser panel from recording the fee that the appraiser was paid by the appraisal management company for the performance of the appraisal within the appraisal report that is submitted by the appraiser to the appraisal management company;
- _____ (14) Failing to separately state to the client, the fees paid to an appraiser for appraisal services and the fees charged by the appraisal management company for services associated with the management of the appraisal process, including procurement of the appraiser's services;
- _____ (15) No employee, director, officer, or agent of an appraisal management company shall influence or attempt to influence the development, reporting, or review of an appraisal through coercion, extortion, collusion, inducement, intimidation, bribery or in any other manner, including but not limited to:
 - a) Withholding or threatening to withhold timely payment for an appraisal, except in cases of substandard performance or non-compliance with conditions of engagement;
 - b) Withholding or threatening to withhold future business, or demoting, terminating or threatening to demote or terminate an appraiser;
 - c) Expressly or impliedly promising future business, promotions, or increased compensation for an appraiser;
 - d) Conditioning the request for an appraisal or the payment of an appraisal fee or salary or bonus on the opinion, conclusion, or valuation to be reached, or on a preliminary estimate or opinion requested from an appraiser;
 - e) Requesting that an appraiser provide an estimated, predetermined, or desired valuation in an appraisal report, or provide estimated values or comparable sales at any time prior to the appraiser's completion of an appraisal;
 - f) Providing to an appraiser an anticipated, estimated, encouraged, or desired value for a subject property or a proposed or target amount to be loaned to the borrower, except that a copy of the sales contract for purchase transactions may be provided;
 - g) Providing to an appraiser, or any entity or person related to the appraiser, stock or other financial or non-financial benefits;
 - h) Allowing the removal of an appraiser from an appraiser panel, without prior written notice to such appraiser;
 - i) Any other act or practice that knowingly impairs or attempts to impair an appraiser's independence, objectivity, or impartiality;
 - j) Requiring an appraiser to collect an appraisal fee on behalf of the appraisal management company from the borrower, homeowner, or other third party; or
 - k) Requiring an appraiser to indemnify an appraisal management company or hold an appraisal management company harmless for any liability, damage, losses or claims arising out of the services performed by the appraisal management company, and not the services performed by the appraiser.

- _____ (16) An appraisal management company shall not:
- a) Require an appraiser to modify any aspect of an appraisal report unless the modification complies with § 62-39-419;
 - b) Require an appraiser to prepare an appraisal if the appraiser, in the appraiser's own independent professional judgment, believes the appraiser does not have the necessary expertise for the assignment or for the specific geographic area and has notified the AMC and declined the assignment;
 - c) Require an appraiser to prepare an appraisal under a time frame that the appraiser, in the appraiser's own professional judgment, believes does not afford the appraiser the ability to meet all the relevant legal and professional obligations if the appraiser has notified the AMC and declined the assignment;
 - d) Prohibit or inhibit legal or other allowable communication between the appraiser and the lender, a real estate licensee, any other person from whom the appraiser, in the appraiser's own professional judgment, believes information would be relevant.
 - e) Knowingly require the appraiser to do anything that does not comply with USPAP; the State Licensing and Certified Real Estate Appraisers Law or the rules; or any assignment conditions and certifications required by the client.
 - f) Make any portion of the appraiser's fee or the AMC's fee contingent on a predetermined or favorable outcome, including but not limited to a loan closing or a specific dollar amount being achieved by the appraiser in the appraisal.
- _____ (17) Failing to make payment to an appraiser for the completion of an appraisal or valuation assignment within sixty (60) days, unless a mutually agreed upon alternate payment schedule exists, from when the appraiser transmits or otherwise provides the completed appraisal or valuation study to the appraisal management company or its assignee, except in cases of breach of contract or substandard performance of services.
- _____ (18) An appraisal management company may not alter, modify, or otherwise change a completed appraisal report submitted by an appraiser by permanently removing the appraiser's signature or seal or adding information to, or removing information from, the appraisal report with an intent to change the valuation conclusion.
- _____ (19) No registered appraisal management company may require an appraiser to provide the appraisal management company with the appraiser's digital signature or seal. Nothing in this subsection (b) shall prohibit an appraiser from voluntarily providing such appraiser's digital signature to another person.
- _____ (20) Removing an appraiser from its appraiser panel (except within the first thirty (30) days after an appraiser is first added to the appraiser panel of an appraisal management company), or otherwise refuse to assign requests for real estate appraisal services to an appraiser without:
- a) Notifying the appraiser in writing of the reasons why the appraiser is being removed from the appraiser panel of the appraisal management company;
 - b) If the appraiser is being removed from the panel for illegal conduct, violation of the USPAP, or a violation of state licensing standards, describing the nature of the alleged conduct or violation; and
 - c) Providing an opportunity for the appraiser to respond to the notification of the appraisal management company.
- _____ (21) Engaging or attempting to engage in business as an appraisal management company, to directly or indirectly engage or attempt to perform appraisal management services, or to advertise or hold itself out as engaging in or conducting business as an appraisal management company without first obtaining a registration issued by the commission under this part.

Give a complete statement of the facts, with dates, which you allege support the above violation(s). Add additional sheets if necessary. Also, attach copies of **all documents** that will support your allegations. You should retain the originals.

Other person(s) with firsthand knowledge of your complaint:

Name _____

Address _____
(Street Address) (City, State, Zip)

Home Phone _____ Business Phone _____

(Attach an additional sheet if necessary.)

Have you consulted an attorney? Yes _____ No _____ If YES, please provide the following:

Name of Attorney _____

Address _____
(Street Address) (City, State, Zip)

Phone _____ Fax _____

Are you licensed by this State Board? Yes _____ No _____ If YES, give license number _____.

Complainant Signature _____