

1 **IN THE OFFICE OF ADMINISTRATIVE HEARINGS**

2  
3 Asmaa Kadhum,  
4 Petitioner,  
5 vs.  
6 Goldcrest Patio Homes Condominium  
7 Association,  
8 Respondent.

**No. 22F-H2222028-REL**

**ADMINISTRATIVE LAW JUDGE  
DECISION**

9 **HEARING:** April 4, 2022

10 **APPEARANCES:** Petitioner Asmaa Kadhum appeared on her own behalf. Jerry  
11 Latschar, Vice President of the Board of Directors, appeared on behalf of Respondent  
12 Goldcrest Patio Homes Condominium Association.

13 **ADMINISTRATIVE LAW JUDGE:** Tammy L. Eigenheer

14 **FINDINGS OF FACT**

15 1. Goldcrest Patio Homes Condominium Association (Respondent) is an  
16 association of condominium owners located in Scottsdale, Arizona.

17 2. On or about January 12, 2022, Asmaa Kadhum (Petitioner)<sup>1</sup> filed a petition  
18 with the Arizona Department of Real Estate (Department), alleging that Respondent had  
19 violated the provisions of A.R.S. Title 33, Chapter 16, Section 33-1256. Petitioner  
20 specifically alleged, in relevant part, as follows:

21 Requesting to Waive/or Adjust Unreasonable Collection Fees.

22 According to Article 33-1256, when HOA places a lien against a Unit they  
23 should have assessments for reasonable collection fees and for reasonable  
24 attorney fee.

25 Gold Crest Patio Homes Association is charging us legal fees for a lien they  
26 have placed (and released because it was invalid) against our unit Unit#101  
27 of \$2,351.40

28 All errors in original.

29 <sup>1</sup> "Petitioner", as used in this decision references Asmaa Kadhum and/or Mazin Ahmed. While Ms. Kadhum  
30 filed the petition in this matter, most of the correspondence relating to the issue was from and to Mr. Ahmed.  
Ms. Kadhum did not specify whether she was a co-owner of the property at the hearing, but Respondent did  
not challenge her right to file a petition.

1           3.     On or about January 12, 2022, the Department issued a notice to  
2 Respondent regarding the petition.

3           4.     On or about January 26, 2022, Respondent filed an answer to the petition  
4 denying all allegations.

5           5.     On or about February 11, 2022, the Department issued a Notice of Hearing  
6 to the parties notifying them that a hearing on the petition would be conducted by the  
7 Office of Administrative Hearings.

8           6.     On April 4, 2022, a hearing was held on the petition and the parties  
9 presented evidence and argument regarding the violation alleged in the petition.

10          7.     Based on the evidence presented at the hearing, the following events  
11 occurred.

12           a.     Prior to May 1, 2019, Petitioner failed to pay assessments and fees  
13 totaling \$1,375.00.

14           b.     On or about May 1, 2019, property management responsibilities for  
15 Respondent moved from an outside company, AAMG, to Respondent.

16           c.     Between May 1, 2019, and August 1, 2019, Petitioner did not pay the  
17 monthly assessments and incurred additional late fees during that time.

18           d.     Petitioner made payments for two months' assessment fees each on  
19 September 4, 2019, October 7, 2019, November 15, 2019, and January  
20 9, 2020.

21           e.     Petitioner made payments for a single month's assessment on  
22 December 10, 2019, February 8, 2020, March 13, 2020, April 9, 2020,  
23 June 16, 2020, July 16, 2020, August 13, 2020.

24           f.     Late fees were incurred in May 2020, June 2020, and July 2020.

25           g.     By letter dated April 21, 2020, Respondent provided notice to Petitioner  
26 that Petitioner owed \$1,435.00 in past due assessments and fees. The  
27 letter also indicated that if Petitioner did not bring the account current or  
28 make arrangements to do so within 30 days, the account would be  
29 turned over for further collection proceedings.

30           h.     On April 30, 2022, Petitioner responded to the notice with an email in

1 which Petitioner stated that it was “not a good timing for collections” and  
2 that the late fees should be removed as agreed so the total amount due  
3 was \$1,350.00, not \$1,435.00. Petitioner stated that they were planning  
4 to pay the whole amount “after this pandemic goes away.”

- 5 i. On June 15, 2020, Respondent filed a Notice of Lien on Petitioner’s unit  
6 indicating a lien amount of \$2,199.00.
- 7 j. On August 7, 2020, Respondent’s attorney sent Petitioner a notice that  
8 the total amount due at that time, including past due assessments, late  
9 fees, legal fees, and other charges, was \$2,504.00. It was also noted  
10 that an additional \$104.00 would accrue for the recording of the Release  
11 of Lien once the past due amount had been paid.
- 12 k. On or about September 10, 2020, Petitioner notified Respondent that  
13 the lien amount of \$2,199.00 was incorrect and their attorney had  
14 advised that this constituted an improper lien.
- 15 l. On November 13, 2020, Respondent recorded a Release of Lien against  
16 Petitioner’s unit.
- 17 m. On December 10, 2020, Respondent’s attorney notified Respondent  
18 that because the original Notice of Lien “included late fee charges that  
19 were found to be invalid . . . a Release of Lien was recorded in order to  
20 protect [Respondent] and our firm from a potential false lien claim.”
- 21 n. After the Release of Lien was filed, Respondent maintained Petitioner  
22 owed approximately \$3,500.00 in legal fees accrued to collect the past  
23 due amount.

24 8. Petitioner testified at hearing that Respondent placed a lien on the property  
25 based on false statements and invoices. Petitioner questioned how Respondent  
26 determined the legal fees of \$3,500.00 was due at the time of the hearing. Petitioner  
27 maintained that they should not be required to pay for legal fees incurred because  
28 Respondent acted improperly. Petitioner acknowledged that the Release of Lien had  
29 been filed and no lien was then in place against the property.



1 matter.

2 6. The documents submitted from Respondent after the hearing do not support  
3 a finding that Petitioner owed \$3,500.00 in legal fees, but only owed a total amount of  
4 \$661.50 in legal fees. However, because the documents were submitted after the hearing  
5 concluded in this matter, it was not possible to question either party on the information  
6 contained in the documents.

7 7. Thus, Petitioner failed to establish by a preponderance of the evidence that  
8 Respondent violated A.R.S. § 33-1256.

9 **ORDER**

10 **IT IS ORDERED** that Petitioner's petition is denied.

11 **NOTICE**

12 **Pursuant to A.R.S. §32-2199.02(B), this Order is binding on the parties**  
13 **unless a rehearing is granted pursuant to A.R.S. § 32-2199.04.**  
14 **Pursuant to A.R.S. § 41-1092.09, a request for rehearing in this matter**  
15 **must be filed with the Commissioner of the Department of Real Estate**  
16 **within 30 days of the service of this Order upon the parties.**

17 Done this day, June 9, 2022.

18  
19 /s/ Tammy L. Eigenheer  
20 Administrative Law Judge

21  
22 Transmitted by either mail, e-mail, or facsimile June 6, 2022 to:

23 Louis Dettorre, Commissioner  
24 Arizona Department of Real Estate  
25 100 N. 15th Avenue, Suite 201  
26 Phoenix, Arizona 85007  
27 Attn:  
28 AHansen@azre.gov  
29 vnunez@azre.gov  
30 djones@azre.gov  
labril@azre.gov

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Goldcrest Patio Homes Condo Association  
c/o Jerry Latschar (Statutory Agent)  
14955 W Bell Rd, Box 9304  
Surprise, AZ 85374

Asmaa Kadhum  
4933 W Marcus Dr.  
Phoenix, AZ 85083

By: Miranda Alvarez  
Legal Secretary