

IN ANY ADMINISTRATIVE HEARING OR JUDICIAL ACTION OR PROCEEDING; OR

(2) LACKS COMPETENCE TO ENGAGE IN HOME IMPROVEMENT CONTRACTING, AS EVIDENCED BY A PRACTICE OF FAILURE TO PERFORM CONTRACTS. A CONTRACTOR OR A SUBCONTRACTOR SHALL BE DEEMED TO HAVE FAILED TO PERFORM WHEN THE COMMISSION FINDS THAT THE WORK INVOLVED IN HIS ~~CONTRACT~~ CONTRACTS HAS BEEN PERFORMED IN AN ~~UNDULY~~ A POOR AND UNWORKMANLIKE MANNER, OR WHEN THE WORK INVOLVED IS ~~FUNCTIONALLY~~ INADEQUATE OR INCOMPLETE.

(C) ANY VIOLATION OF ANY OF THE PROVISIONS OF THIS SUBTITLE BY ANY DIRECTOR, MANAGER, PARTNER, OFFICER, SALESMAN, AGENT, OR EMPLOYEE OF A CONTRACTOR OR SUBCONTRACTOR SHALL BE CAUSE FOR SUSPENSION OR REVOCATION OF THE LICENSE OF THE CONTRACTOR OR SUBCONTRACTOR, UNLESS IT APPEARS TO THE SATISFACTION OF THE COMMISSION THAT THE CONTRACTOR OR SUBCONTRACTOR OR MANAGEMENT PERSONNEL OF THE CONTRACTOR OR SUBCONTRACTOR HAD NO KNOWLEDGE OF THE WRONGFUL CONDUCT, OR WERE UNABLE TO PREVENT THE VIOLATION.

259.

THE COMMISSION, IF IT CONCLUDES THAT ANY CONTINUING CONDUCT ALLEGED TO BE IN VIOLATION OF THIS SUBTITLE WILL RESULT IN IRREPARABLE HARM TO ANY CITIZEN OF THIS STATE, MAY SEEK: (1) A PERMANENT OR TEMPORARY INJUNCTION WITH RESPECT TO THE CONDUCT FROM THE CIRCUIT COURT OF BALTIMORE CITY OR OF ANY COUNTY IN WHICH THE ALLEGED VIOLATION IS OCCURRING, OR IN WHICH THE VIOLATOR HAS ITS PRINCIPAL PLACE OF BUSINESS, AND (2) RESTITUTION OR AN ORDER REQUIRING SATISFACTORY COMPLETION OF THE HOME IMPROVEMENT CONTRACT. THE COMMISSION IS NOT REQUIRED TO FILE A BOND WHEN SEEKING AN INJUNCTION UNDER THIS SECTION AGAINST ANY PERSON, ASSOCIATION, COPARTNERSHIP, OR CORPORATION NOT LICENSED UNDER THIS SUBTITLE.

261.

(a) The following acts are prohibited:

(1) Abandonment or failure to perform, without justification, any home-improvement contract or project engaged in or undertaken by a contractor; or deviation from or disregard of plans or specifications in any material respect without the consent of the owner;

(2) Failure of a salesman to account for or to remit to his contractor any payment received in connection with a home-improvement transaction;

(3) Making any substantial misrepresentation in the procurement of a home-improvement contract, or making any false promise of character likely to influence, persuade or induce;

(4) Any fraud in the execution of, or in the