(1)   Is functioning in a position listed under subsection (a) of this section; and

(2)   Is engaging in activities or providing services designed or intended to transfer title to a residence in [foreclosure] DEFAULT directly or indirectly to that individual, A RELATIVE OF THAT INDIVIDUAL, or an agent or affiliate of that individual.

7–305.

(a)   In addition to any other right under law to cancel [or rescind] a contract, a homeowner has the right to[:

(1)   Rescind] CANCEL RESCIND a foreclosure consulting contract at any time[; and

(2)   Rescind a foreclosure reconveyance at any time before midnight of the 3rd business day after any conveyance or transfer in any manner of legal or equitable title to a residence in foreclosure].

(b)   [Rescission] CANCELLATION Rescission occurs when the homeowner gives written notice of [rescission] CANCELLATION rescission to the foreclosure consultant at the address specified in the contract or through any facsimile or electronic mail address identified in the contract or other materials provided to the homeowner by the foreclosure consultant.

(c)   Notice of [rescission] CANCELLATION rescission, if given by mail, is effective when deposited in the United States mail, properly addressed, with postage prepaid.

(d)   Notice of [rescission] CANCELLATION rescission need not be in the form provided with the contract and is effective, however expressed, if it indicates the intention of the homeowner to [rescind] CANCEL rescind the foreclosure consulting contract [or foreclosure reconveyance].

(e)   [As part of] AFTER the [rescission] CANCELLATION rescission of a foreclosure consulting contract [or foreclosure reconveyance], the homeowner shall repay, within 60 days from the date of [rescission] CANCELLATION rescission, any funds paid or advanced by the foreclosure consultant or anyone working with the foreclosure consultant under the terms of the foreclosure consulting contract [or foreclosure reconveyance], together with interest calculated at the rate of 8% a year.