

THE REAL ESTATE COUNCIL OF ALBERTA

IN THE MATTER OF a Hearing under Part 3 of the *REAL ESTATE ACT*, R.S.A. 2000, c.R-5 (the "*Real Estate Act*")

AND IN THE MATTER OF a Hearing regarding the conduct of AJAY ESHER KAINTH, Real Estate Associate, registered at all material times with 4 Million.ca Inc. O/A Estateview Formerly Registered with iRealty Calgary Inc. O/A Re/Max Irealty Innovations

Hearing Panel Members: Kevin Kelly, Chair
Gordon Reekie
Michael Brodrick

Appearances: Andrew Bone, case presenter on behalf of the
Executive Director of the Real Estate Council of
Alberta

Ajay Esher Kainth, on his own behalf

Hearing Date: July 28, 2020, via telephone conference

**DECISION ON CONDUCT DESERVING OF SANCTION
AND DECISION ON SANCTION AND COSTS**

INTRODUCTION

1. This hearing involves the conduct of Ajay Esher Kainth arising from his client's unsuccessful purchase in 2016 of a property in Calgary, Alberta. The conduct that is the subject-matter of this hearing occurred while Mr. Kainth was licensed as a real estate associate with iRealty Calgary Inc. O/A Re/Max iRealty Innovations (from August 18, 2014 to November 23, 2016) and with 4 Million.ca Inc. O/A Estateview (from November 23, 2016 to the present date).
2. The parties did not object to the composition of the Hearing Panel.
3. Mr. Kainth has been licensed as a real estate associate with the Real Estate Council of Alberta ("RECA") since November 2009. He was not represented by legal counsel nor anyone else at the sanction hearing. In response to specific questions from the Hearing Panel about his being unrepresented, Mr. Kainth confirmed that he understood he could have a lawyer assist him

in his dealings with the Executive Director of RECA (the "ED") and in his appearance before the Hearing Panel, but that he voluntarily chose not to and was prepared to proceed without legal representation.

4. Pursuant to section 46(1) of the *Real Estate Act*, the parties submitted to the Hearing Panel an Admission of Conduct Deserving of Sanction signed by Mr. Kainth and dated June 15, 2020 that included the following:
 - a. an acknowledgement by Mr. Kainth that he was given an opportunity to seek legal advice prior to signing the Admission of Conduct Deserving of Sanction;
 - b. a statement that he agrees to the Admission of Conduct Deserving of Sanction voluntarily;
 - c. a statement that he admits to the facts and breaches set out in Schedule "A" to the Admission of Conduct Deserving of Sanction; and
 - d. his admission that his conduct is deserving of sanction.
5. The ED accepted the Admission of Conduct Deserving of Sanction on June 15, 2020.
6. The parties also submitted a Joint Submission on Sanction dated June 15, 2020. The ED and Mr. Kainth jointly propose the following sanction arising from Mr. Kainth's conduct:
 - a. Mr. Kainth should pay to RECA a \$4,500 fine for his breach of *Rule 41(d)* of the *Real Estate Act Rules* (the "*Rules*");
 - b. Mr. Kainth should pay to RECA a \$1,500 fine for his breach of *Rule 53(a)* of the *Rules*;
 - c. Mr. Kainth should pay to RECA costs of \$500 in connection with this matter;
 - d. Mr. Kainth should successfully complete unit three of the Fundamentals of Real Estate course, which covers professionalism and fiduciary duties, within six months after the Hearing Panel's decision is issued.

EXHIBITS

7. The following exhibits were entered at the hearing:

Exhibit 1: Notice of Hearing

Exhibit 2: Affidavit of Service of the Notice of Hearing

Exhibit 3: Admission of Conduct Deserving of Sanction dated July 10, 2019

The parties also submitted a Joint Submission on Sanction dated August 12, 2019 with supporting case law:

Tab 1 – *Jaswal v. Medical Board (Nfld.)*, 1996 CanLII 11630 (NL SCTD)

Tab 2 – *Adams v. Law Society of Alberta*, 2000 ABCA 240 (CanLII)

Tab 3 – *Law Society of Upper Canada v. Lambert* 2014 ONLSTH 158 (CanLII)

Tab 4 – *Stenzel (Re)*, 2019 ABRECA 21 (CanLII)

Tab 5 – *Keatley (Re)*, 2013 003358 (AB RECA)

Tab 6 – *Aboudib*, 2016 005735

Tab 7 – *Duckett (Re)*, 2019 ABRECA 76

Tab 8 – *R v. Anthony-Cook*, 2016 SCC 43

8. Although not formally entered as an Exhibit in this hearing, the Hearing Panel accepts the contents of the Joint Submission on Sanction, and bases its decision on the Joint Submission on Sanction, the parties' oral submissions, and the above Exhibits.

FACTS

9. The agreed facts in the Admission of Conduct Deserving of Sanction are set out below:

4. *At all material times Mr. Kainth was [Client]'s agent.*
5. *On November 2, 2016, [Client] signed an exclusive buyer brokerage agreement with Re/Max iRealty Innovations. He was with Mr. Kainth at the time.*
6. *The signature for the exclusive buyer brokerage agreement is B.K., Mr. Kanith's [sic] mother and a former real estate associate. Mr. Kainth did not sign the agreement.*
7. *The Receipt of Funds also list B.K. and not Mr. Kainth as [Client]'s agent.*
8. *B.K. never met [Client] in person and was not involved with this client until late November or early December 2016.*
9. *On November 4, 2016, the Agreement was entered into for the Property. The buyer was Mr. Kainth's client [Client] and the sellers were [Seller]. Relevant details of the purchase include the*

following:

- a purchase price of \$168,508.00;
 - a possession date of November 28, 2016;
 - a security deposit to be paid to the sellers brokerage in the amount of \$5000.00 on or before November 8, 2016;
 - the buyer to satisfy financing condition on or before 9:00pm November 14, 2016.
10. In the Agreement the buyers agent was listed as Mr. Kanith [sic] and his mother B.K [sic].
 11. On November 7, 2016, Mr. Kainth referred [Client] to his friend and colleague ["Mortgage Broker"] a mortgage specialist at BMO. He stated that [Mortgage Broker] would help [Client] get a mortgage loan for the Property.
 12. On November 9, 2016, pursuant to the Agreement [Client] provided a bank draft for the security deposit to Century 21 Bamber Realty in the amount of \$5000.00. It was accepted despite being received a day late.
 13. On November 14, 2016, there was an amendment to the Agreement which changed the financing condition date from November 14, 2016 to November 18, 2016. It was signed by all parties.
 14. On November 15, 2016 [Client] met with CIBC about obtaining a line of credit to fund his down payment on the Property.
 15. On November 19, 2016, Mr. Kainth sent a text message to [Client] stating that his line of credit application from CIBC would definitely be approved. This comment was made by him without any documentation or other evidence of an approval from CIBC.
 16. On or about November 19, 2016, [Client] waived the financing condition at the behest of Mr. Kanith [sic]. The condition was back dated to November 18, 2016. At the time Mr. Kainth was aware that [Client] had not been approved for a line of credit required for the down payment and did not have written approval for the mortgage financing (conditional or otherwise).
 17. On November 23, 2016, Mr. Kainth changed brokerages from Re/Max iRealty Innovations to Estateview.

18. *Mr. Kainth did not tell [Client] he had changed brokerages and that he was no longer an agent with RE/MAX iRealty.*
19. *On November 26, 2016, there was an amendment made to the purchase contract changing the possession date from November 28, 2016 to December 2, 2016.*
20. *On November 28, 2016, [Mortgage Broker] (BMO) sent [Client] an email with the document attached titled "Mortgage Approval". This approval was conditional based on a number of factors.*
21. *On December 2, 2016, [Client] texted Mr. Kainth and stated, "maybe the house is not really for me". Mr. Kainth did not address his clients concerns. He responded that he was sure within a year [Client] would make ten to twenty thousand in equity on the Property.*
22. *On or about late November or early December 2016, B.K. became involved in the transaction and attempted to work with [Client] to close the transaction. These attempts were ultimately unsuccessful.*
23. *On December 8, 2016, [Seller] terminated the Agreement, and the purchasers deposit was forfeited.*
24. *As Mr. Kainth was no longer with RE/MAX Irealty he was not aware that the deal had collapsed and he continued to try and get [Client]'s mortgage documents together and complete the transaction after December 8, 2016.*
25. *From December 9, 2016 to December 22, 2016, many text messages were sent from both Mr. Kainth and B.K. to [Client] trying to arrange mortgage documentation, such as a gift letter, rent letter and direct deposit form to get him approved for his mortgage.*

CONDUCT DESERVING OF SANCTION

10. In the Admission of Conduct Deserving of Sanction, Mr. Kainth and the ED agreed that Mr. Kainth's conduct is deserving of sanction due to his breaches of the *Rules* as summarized below:
 - a. Mr. Kainth failed to fulfill his fiduciary obligations to his client [Client] contrary to *Rule 41(d)* for the following reasons:

- i. during all relevant times he was [Client]'s agent.
- ii. on November 2, 2016 [Client] signed an exclusive buyer brokerage agreement with Re/Max iRealty Innovations.
- iii. Mr. Kainth did not sign the exclusive buyer brokerage agreement. His mother, B.K, a former real estate associate, signed it.
- iv. the Receipt of Funds also lists B.K., not Mr. Kainth, as [Client]'s agent.
- v. B.K. never met [Client] in person and was not involved with him until late November or early December 2016.
- vi. On November 4, 2016 a purchase and sale agreement (the "Agreement") was entered into to purchase the property located at [Property]. [Client] was named as the buyer of the Property.
- vii. On November 9, 2016, pursuant to the Agreement, [Client] provided Century 21 Bamber Realty with a bank draft in the amount of \$5,000 for the deposit on the Property.
- viii. On November 15, 2016, [Client] met with CIBC about obtaining a line of credit to fund his down payment on the Property.
- iv. On November 19, 2016, Mr. Kainth sent a text message to [Client] stating that his line of credit application would definitely be approved, even though Mr. Kainth did not possess any documentation or other evidence to confirm that CIBC had approved [Client]'s application for financing.
- x. On or about November 19, 2016, [Client] waived the financing condition in the Agreement at Mr. Kainth's behest. At the time, Mr. Kainth knew that [Client] had not been approved for a line of credit that [Client] required to fund the down payment, and he did not have a written approval for mortgage financing, conditional or otherwise.
- xi. On December 2, 2016, [Client] sent Mr. Kainth a text message indicating he had concerns regarding whether the Property was right for him. Mr. Kainth did not respond to [Client]'s concerns and instead responded that he was sure [Client] would make \$10,000 - \$20,000 in equity on the Property within a year of purchasing it.

- xii. On December 8, 2016, [Seller] terminated the Agreement, which resulted in [Client] forfeiting his \$5,000 deposit.
- b. Mr. Kainth failed to trade in real estate only in the name that appears on that individual's licence and in the name of the brokerage with which that individual is registered, contrary to section 53(a) of the *Rules* for the following reasons:
 - i. On November 23, 2016, Mr. Kainth changed brokerages from Re/Max iRealty Innovations to 4 Million.ca Inc. O/A Estateview.
 - ii. After changing brokerages, Mr. Kainth continued to work on the Agreement for approximately another month.
 - iii. Mr. Kainth never disclosed to [Client] that he had changed brokerages and that he was no longer an agent with Re/Max iRealty Innovations.

ISSUES

- 11. Section 47(2) of the *Real Estate Act* provides as follows:

If a statement of admission of conduct is accepted, each admission of conduct in the statement in respect of any act or matter regarding the industry member's conduct is deemed for all purposes to be a finding of the Hearing Panel that the conduct of the industry member is conduct deserving of sanction.

- 12. As the ED accepted the Admission of Conduct Deserving of Sanction, Mr. Kainth's conduct described in the Admission of Conduct Deserving of Sanction is deemed to be a finding by the Hearing Panel that Mr. Kainth's conduct is deserving of sanction. Therefore, the only issue for the Hearing Panel to determine is:

Should the sanction proposed in the Joint Submission on Sanction be accepted?

SANCTION

- 13. Section 43 of the *Real Estate Act* gives the Hearing Panel the discretionary authority to order a sanction where an industry member's conduct has been found to be deserving of sanction:

43(1) *If a Hearing Panel finds that the conduct of an industry member was conduct deserving of sanction, the Hearing Panel may make any one or more of the following orders:*

- (a) *an order cancelling or suspending any authorization issued to the industry member by the Council;*
- (b) *an order reprimanding the industry member;*
- (c) *an order imposing any conditions or restrictions on the industry member and on that industry member's carrying on of the business of an industry member that the Hearing Panel, in its discretion, determines appropriate;*
- (d) *an order requiring the industry member to pay to the Council a fine, not exceeding \$25,000, for each finding of conduct deserving of sanction;*
- (d.1) *an order prohibiting the industry member from applying for a new authorization for a specified period of time or until one or more conditions are fulfilled by the industry member;*
- (e) *any other order agreed to by the parties.*

14. The case presenter for the ED presented an oral summary of the Joint Submission on Sanction. Mr. Kainth confirmed to the Hearing Panel that he agreed with the ED's submissions and he did not make any further submissions.

15. The Joint Submission on Sanction addressed the relevant factors for the Hearing Panel to consider when assessing sanction, as identified in *Jaswal v Newfoundland (Medical Board)*, 1996 CanLII 11630 (NL SC). The Hearing Panel's consideration of the factors relevant to this hearing are detailed below:

a. *The age and experience of the industry member*

Mr. Kainth is currently 33 years old and was first authorized as a real estate associate in November 2009. At all material times he had been an industry member for approximately seven years. The parties jointly submitted that Mr. Kainth should have known that his conduct was unacceptable.

b. *The previous character of the Industry Member*

Mr. Kainth has no previous disciplinary history.

c. *The number of times the offence was proven to have occurred*

Mr. Kainth breached *Rule 41(d)* on four occasions and he breached *Rule 53(a)* on multiple occasions. For the purposes of sanction, the parties have considered all breaches as one breach of *Rules 41(d)* and *53(a)*.

d. *The nature and gravity of the proven allegations*

The parties stressed the importance of a real estate professional being transparent about themselves and their employer, and providing knowledgeable, reasoned advice to their clients to maintain the public's trust and confidence in the real estate industry. The parties agreed that Mr. Kainth's breaches of *Rules 41(d)* and *53(a)* negatively affect the industry and therefore are serious in nature and gravity.

e. *The need to maintain the public's confidence in the integrity of the profession*

1) The parties submitted that real estate associates must comply strictly with the *Real Estate Act* and the *Rules* to maintain the integrity of the real estate industry. They also submitted that public confidence in the industry is compromised when an industry member fails to:

- a. fulfil their fiduciary obligation to their client; or
- b. trade in real estate in the name of the brokerage with which they are registered.

2) The Hearing Panel agrees that public confidence in the real estate profession is of critical significance to RECA's mandate, as stated by the Alberta Court of Appeal in *Adams v. Law Society of Alberta*, 2000 ABCA 240 (CanLII) [Tab 2], which states at paragraph 6 that

"A professional misconduct hearing involves not only the individual and all the factors that relate to that individual, favourably and unfavourably, but also the effect of the individual's misconduct on both the individual client and generally on the profession in question. This public

dimension is of critical significant to the mandate of professional disciplinary bodies."

- 3) The parties also submitted *Law Society of Upper Canada v. Lambert* 2014 ONLSTH 158 (CanLII) [Tab3] for the Hearing Panel to consider. In *Lambert*, the Law Society Tribunal stated that when determining the appropriate sanction for misconduct, "the panel is guided by the reasons or purposes for a penalty order in discipline matters set out in *Law Society of Upper Canada v. Strug* and in *Bolton, supra*, in which Sir Thomas Bingham M.R. Stated at p. 519, "A profession's most valuable asset is its collective reputation and the confidence which that inspires"."
- 4) The Hearing Panel agrees with the parties' submission that Mr. Kainth's breaches of the *Rules* impact the collective reputation of the real estate industry and the public confidence which it inspires. The parties submit that payment of a fine and further education are required to maintain public confidence in the industry.

f. *The role of the industry member in acknowledging what occurred*

The parties note that Mr. Kainth has taken responsibility for his conduct and shown remorse by signing the Admission of Conduct Deserving of Sanction. The Hearing Panel agrees with the parties that this is a mitigating factor.

g. *The need to promote specific and general deterrence and thereby protect the public and ensure the safe and proper conduct of the profession*

- 1) The parties submitted at paragraph 19 of the Joint Submission on Sanction that "there is not a strong need for specific deterrence. The Executive Director accepts that Mr. Kainth will strive not to make any of the same errors again in his practice."
- 2) However, the parties agree that there is a need for general deterrence. In support of this submission the parties agree that an industry member's failure to fulfill his fiduciary duties, and not trading in the name of the member's brokerage, impact the public's confidence in the real estate industry in Alberta. They also submit that industry members must

recognize that when an industry member's conduct causes harm to public confidence in the reputation of the industry, appropriate sanctions in proportion to the industry member's breaches must be administered.

h. The presence or absence of any mitigating circumstances

Mitigating circumstances

The parties submitted that Mr. Kainth tried to save [Client]'s transaction after the deal had been terminated.

Aggravating circumstances

The impact of the incident on the client is evident. [Client] suffered a significant financial loss as a result of Mr. Kainth's breaches of the Rules, as he forfeited his \$5,000 deposit.

i. The range of sentence in other similar cases

Rule 41(d)

Rule 41(d) lists industry member responsibilities. It provides that

Industry members must:

(d) fulfill their fiduciary obligations to their clients.

1) The Joint Submission on Sanction states that "Mr. Kainth failed to fulfill his fiduciary obligations to his client by failing to include his name on certain documents and providing unsubstantiated advice to his client regarding:

- financing conditions;
- line of credit; and
- the value of property."

2) The parties provided two previous RECA decisions for the Hearing Panel to consider regarding sanctions imposed on industry members for similar or comparable conduct that violated *rule 41(d)*.

3) In *Stenzel (Re)*, 2019 ABRECA 21 (CanLII) [Tab 4], Natasha Stenzel was issued an administrative penalty for engaging in conduct contrary to *rule 41(d)*. Her buyer client made an offer

on a property, which was accepted. The buyer had a financing condition. Ms. Stenzel and her client were both communicating with a mortgage broker to obtain financing. She led her client to believe that mortgage financing had been approved when it had only been conditionally approved and the buyer waived the financing condition. Two days after Ms. Stenzel told her client that "we are all good", her client received confirmation that his financing was declined. Her client was able to recover most of his deposit but he incurred other expenses related to the failed purchase transaction. The ED issued a \$1,500 fine against Ms. Stenzel.

- 4) In *Keatley (Re)*, 2013 003358 (AB RECA) [Tab 5], Deborah Keatley was representing the sellers in a transaction. A conditional offer was received and Ms. Keatley arbitrarily rejected a request from the buyers for an extension on the financing condition without consulting her clients. Due to her decision, the Offer to Purchase failed to transpire. The ED issued a \$5,000 fine against Ms. Keatley.
- 5) The Joint Submission on Sanction submits that Mr. Kainth's breach of fiduciary duty is more serious than the breach in *Stenzel* for the following reasons:
 - a. While Ms. Stenzel had her client remove the financing condition after her client received conditional approval, Mr. Kainth had [Client] remove his financing condition without any documentation or other evidence from the lender that [Client]'s application for financing had been conditionally or unconditionally approved.
 - b. Ms. Stenzel's client managed to recover most of his deposit, while [Client] ended up forfeiting his entire \$5,000 deposit due to Mr. Kainth's conduct.
 - c. The parties submitted that Ms. Stenzel's sole fiduciary breach was due to financing conditions being waived prematurely, and Mr. Kainth's breach of *rule 41(d)* "is more broad relating to documentation and unsubstantiated advice on multiple occasions." (Joint Submission on Sanction, paragraph 22(e)). The parties also submit that the fine issued in *Stenzel* falls into the lower range given the conduct of the industry member.
- 6) The parties further submitted that Mr. Kainth's conduct is similar to but less serious than the industry member's

conduct in *Keatley*. Ms Keatley rejected a financing extension without consulting her client, which the parties submit “is more serious than any single aspect of Mr. Kainth’s fiduciary breaches.” (Joint Submission on Sanction, paragraph 22(f)).

- 7) The parties jointly agree that a fine of \$4,500 and an education requirement is an appropriate sanction for Mr. Kainth’s breach of *Rule 41(d)*.

Rule 53(a)

Rule 53(a) deals with real estate broker and associate responsibilities. It provides that

A real estate associate broker and associate must:

(a) trade in real estate only in the name that appears on that individual’s license and in the name of the brokerage with which that individual is registered.

- 8) The Joint Submission on Sanction states that “Mr. Kainth failed to trade in real estate in the name of the brokerage with which he is registered.” They provided two previous administrative penalties for the Hearing Panel to consider.
- 9) In *Aboudib*, 2016 005735 [Tab 6], Mohamed Adoudib was hired as an independent contractor by an unlicensed property management entity in Alberta to assist with, among other things, showing and advertising rental properties. He also agreed to have his name, and the name of the brokerage with which he was registered, to appear on that entity’s website. All of his actions with the unlicensed entity were done without his registered broker’s knowledge, and none of the transactions, documents or funds were processed through his registered brokerage. The ED issued a \$1,500 fine against Mr. Aboudib.
- 10) In *Duckett (Re)*, 2019 ABRECA 76 [Tab 7], Leigh Duckett contacted clients of the brokerage he was registered with to notify them he was leaving that brokerage. He presented these clients with termination letters and Exclusive Seller Representation Agreement Terminations for their signatures. He also had clients sign Exclusive Seller Representation Agreements with the brokerage name left blank. He intended to enter these agreements on behalf of the brokerage he was

transferring to. He solicited a seller to enter a contract to provide real estate services on behalf of a brokerage other than the brokerage he was registered with. The ED issued a \$1,500 fine against Mr. Duckett.

11) The parties submit that *Aboudib* and *Duckett* are similar in seriousness to Mr. Kainth's case, as they all involve an authorized real estate professional trading in real estate in the name of a brokerage they were not registered with.

12) The parties jointly agree that a fine of \$1,500 and an education requirement is an appropriate sanction for Mr. Kainth's breach of *Rule 53(a)*.

16. The Hearing Panel has considered the authorities provided by the parties in determining an appropriate sanction in this case.
17. The Hearing Panel must decide whether to accept the parties' proposed sanction, or whether the circumstances dictate that it should substitute its own sanction. In the Joint Submission on Sanction, the parties draw the Hearing Panel's attention to the public interest test described in *R. v. Anthony Cook*, 2016 SCC 43 [Tab 8], where the Supreme Court of Canada confirmed that "under the public interest test, a trial judge should not depart from a joint submission on sentence unless the proposed sentence would bring the administration of justice into disrepute or is otherwise contrary to the public interest."
18. For a joint submission to bring the administration of justice into disrepute or be contrary to the public interest, it must be so "markedly out of line with expectations of reasonable persons aware of the circumstances of the case that they would view it as a break down in the proper functioning of the criminal justice system" (*Anthony Cook* at paragraph 33). As explained by the court in *Anthony Cook*, the threshold for interference in joint submissions for sanctions is high.
19. The Hearing Panel finds that the Joint Submission on Sanction is not contrary to the public interest in this case. Also, the Hearing Panel is satisfied that the parties have provided it "with a full description of the facts relevant to the offender and the offence" in order to give the Hearing Panel "a proper basis upon which to determine whether [the joint submission] should be accepted" (*Anthony Cook* at paragraph 54).

CONCLUSION AND ORDER

20. For the reasons provided above, the Hearing Panel finds that Mr. Kainth

has engaged in conduct deserving of sanction for committing breaches of *Rules 41(d)* and *53(a)* of the *Real Estate Act Rules*.

21. After reviewing the Admission of Conduct Deserving of Sanction, the Joint Submission on Sanction and authorities and oral submissions of the parties, the Hearing Panel:
 - a. finds that accepting the proposed sanction will not bring the administration of justice into disrepute or otherwise be contrary to the public interest;
 - b. finds that the sanction proposed by the parties is both severe enough and appropriate on the facts of this case to maintain the public's confidence in the integrity of the profession, and will protect the public and ensure the safe and proper conduct of the profession; and
 - c. accepts the proposed sanction submitted by the parties.
22. The Hearing Panel orders the following sanction against Mr. Kainth for his breaches of *Rules 41(d)* and *53(a)* of the *Real Estate Act Rules*:
 - a. Mr. Kainth must pay to RECA the following amounts:
 - i. a fine of \$4,500 for his breach of *Rule 41(d)* of the *Real Estate Act Rules*;
 - ii. a fine of \$1,500 for his breach of *Rule 53(a)* of the *Real Estate Act Rules*;
 - iii. costs of \$500.
 - b. Mr. Kainth must successfully complete the Fundamentals of Real Estate course, Unit Three, within six months of the date this decision is issued.

Dated at the City of Calgary, in the Province of Alberta this 7th day of August, 2020 .

Kevin Kelly, Hearing Panel Chair