

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 **ANGELINE VANDHANA LAL**,

Real Estate Associate and Mortgage Associate, licensed at all material times with 4 Million.ca Inc. O/A Estateview & 1170245 Alberta Ltd. o/a Dominion Lending Centres Global

Hearing Panel Members: [K.K], Chair
[J.L] (Licensee)
[B.W] (Licensee)

Appearances: Sania Chaudhry, counsel for the Registrar of the Real Estate Council of Alberta
Scott C. Chimuk, counsel for Licensee

Hearing Date: August 2, 2022, via video conference

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

Introduction

1. This matter involves the conduct of Angeline Vandhana Lal arising from her representation of and involvement with the following anonymized individuals between April and October, 2021, at which time Ms. Lal was licensed as a real estate associate and mortgage associate, with 4 Million.ca Inc. O/A Estateview & 1170245 Alberta Ltd. o/a Dominion Lending Centres Global:
 - [PPS] and [SK] regarding the sale of [Property 1], the purchase of [Property 2], and obtaining mortgage financing for the purchase of [Property 2];
 - [GSS] and [CKS] regarding the purchase of [Property 3].
2. The parties did not object to the composition of the Hearing Panel.

3. Ms. Lal has been licensed as a mortgage associate with the Real Estate Council of Alberta ("RECA") since January 1, 2021. During the conduct in question, she was registered with 9191712 Canada Inc., operating as Dominion Lending Centres "Mortgages are Marvellous". She has been licensed as a real estate associate since April 27, 2021 and during the conduct in question, she was registered with 4 Million.ca Inc. operating as "Estateview".
4. The parties submitted to the Hearing Panel an agreed statement of facts, presented as an Admission of Conduct Deserving of Sanction signed by Ms. Lal on July 27, 2022 (the "Admission"). The Admission includes the following acknowledgements and admissions from Ms. Lal:
 - a. she was given the opportunity to seek the advice of a lawyer before signing the Admission;
 - b. she agreed to the Admission voluntarily;
 - c. she admitted the facts and breaches set out in Schedule "A" of the Admission and further admitted that her conduct is deserving of sanction.
5. The parties also provided to the Hearing Panel a Joint Submission on Sanction signed by counsel for the Registrar of RECA and by Ms. Lal on July 28, 2022 (the "Joint Submission"). In the Joint Submission on Sanction the parties jointly propose the following sanction:
 - a. a \$10,000 fine for Ms. Lal's breach of Rule 42(a) of the *Real Estate Act Rules* (individually "Rule" and collectively "Rules"); and
 - b. costs payable by Ms. Lal in the sum of \$1,000 for the investigation and proceedings.

Preliminary matter: interpretation of sections 46 and 47 of the Act

6. Sections 46 and 47 of the Act provide the following regarding a statement of admission of conduct deserving of sanction:

46(1) A licensee may, at any time after the commencement of proceedings under this Part and before a Hearing Panel makes its findings in respect of the licensee's conduct, submit to the Board a statement of admission of conduct deserving of sanction in respect

of all or any of the matters that are the subject-matter of the proceedings.

(2) A statement of admission of conduct may not be acted on unless it is in a form acceptable to the Board and meets any additional requirements set out in the bylaws.

47(1) If a statement of admission of conduct is accepted, the Board shall immediately refer the matter to a Hearing Panel, and in that case the Hearing Panel shall deal with the matter as if it had been referred to it under section 39(1)(b).

(2) 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 licensee's conduct is deemed for all purposes to be a finding of the Hearing Panel that the conduct of the licensee is conduct deserving of sanction.

7. The Registrar stated that section 46 does not apply in this hearing, because the Admission of Conduct Deserving of Sanction was not presented to the Board. Ms. Lal stated as an alternative interpretation that the Hearing Panel can accept the Admission as being under section 46 if it is in an acceptable form, and then section 47 can be applied.
8. After considering the parties' positions on this point, the Hearing Panel interprets that section 46, and therefore section 47, does not apply in this case, as the Admission was not submitted to the Board. The Admission is therefore treated as an agreed statement of facts. The Hearing Panel reviewed the Admission and accepts that the admitted facts were proven and that Ms. Lal's conduct amounts to conduct deserving of sanction.

Exhibits

9. The following documents were entered as exhibits at the hearing:

Exhibit 1: Notice of Hearing

Exhibit 2: Admission of Conduct Deserving of Sanction signed by Angeline Lal on July 27, 2022 (the "Admission")

Exhibit 3: Joint Submission on Sanction signed by counsel for the Registrar of RECA and by Angeline Lal on July 28, 2022 with supporting case law:

Tab 1 – *Jaswal v Newfoundland (Medical Board)*, 1996 CanLII 11630 (NL SC)
Tab 2 – *Adams v. Law Society of Alberta* 2000 ABCA 240
Tab 3 – *Law Society of Upper Canada v. Lambert*, 2014 ONLSTH 158
Tab 4 – *Antonini (RE)*, 2011 CanLII 152163 (AB RECA)
Tab 5 – *Lalji*, Consent Agreement dated March 30, 2016 (RECA)
Tab 6 – *Law Society of Alberta v. Elgert*, 2014 ABLs 2, 2014 ABLs 2 (CanLII)
Tab 7 – *R v. Anthony-Cook*, 2016 SCC 43

Agreed Facts

10. Schedule "A" was attached to the Admission and set out the agreed-upon facts (a list of admitted facts with purchaser and seller names anonymized is attached to these reasons as Schedule "A").

Agreed Breaches

11. The Notice of Hearing alleged Ms. Lal breached the following Rules:
 - a. making representations and carrying on conduct that was reckless and that misled or deceived any person or was likely to do so, contrary to Rule 42(a);
 - b. participating in fraudulent and unlawful activities in connection with the provision of her services through her reckless indifference to being used by an unlicensed individual, contrary to Rule 42(b);
 - c. failing to ensure that clients, customers and the public have full knowledge that Ms. Lal's assistant was unlicensed, contrary to Rule 46(3); and
 - d. allowing an unlicensed individual to perform tasks that must only be performed by a licensee, contrary to Rule 46(2).
12. The parties agree upon the facts and conduct contained in Schedule "A" and that Ms. Lal's conduct was conduct deserving of sanction for the following breaches, listed at paragraph 75 of the Admission:

75. *She made representations and carried on conduct that was reckless and that misled or deceived any person or was likely to do so, contrary to s. 42(a) of the Real Estate Act Rules:*
- i. *Gagandeep Singh's real estate and mortgage licenses have been suspended since November 30, 2020 due to four conduct investigations. Ms. Lal was aware of this at material times during the conduct in question.*
 - ii. *During the transaction involving [Property 3], the [SA]s did not know Ms. Lal was their representative. On September 3, 2021, the [SA]s signed a Mortgage Borrower Relationship Disclosure Document [sic] Ms. Lal added this document to her mortgage brokerage file. That same day, Ms. Lal signed an Exclusive Buyer Representation Agreement for this transaction, after the [SA]s had signed via DocuSign. By signing these agreements, Ms. Lal recklessly represented that she was the [SA]s' real estate and mortgage representative.*
 - iii. *On May 9, 2021, the [SA]s completed their purchase of [Property 3] in Calgary. The [SA]s thought that Gagandeep Singh was their real estate associate, did not meet Ms. Lal until after the transaction, and did not know she was their associate. Ms. Lal did not do any showings, client identification, client relationship document explanation/signing, property verification, or contract negotiations during this transaction.*
 - iv. *During the transaction involving [Property 2], [PPS]did [sic] not know that Ms. Lal was their representative. On September 3, 2021, Ms. Lal signed an Exclusive Buyer Representation Agreement with the [S]s to represent them in purchasing [Property 2]. When the [S]s had signed, the brokerage representative fields were left blank. He thought he was signing with Gagandeep Singh as their representative and did not know Ms. Lal. On September 3, 2021, the [SA]s also signed a Mortgage Broker Relationship Disclosure Document that Ms. Lal added to her mortgage brokerage file. By signing these agreements, Ms. Lal recklessly represented that she was the [S]s' real estate and mortgage representative in the [Property 2] transaction when in fact she had never met with nor spoken to him and was acting through Gagandeep Singh as her unlicensed delegate.*

- v. *On April 28, 2021, Ms. Lal pulled credit checks for each of the [S]s, and submitted a mortgage application for the [S]s. [PPS] thought Gagandeep Singh was the one doing these services for him, not Ms. Lal.*
- vi. *On June 4, 2021, [PPS] completed his purchase of [Property 2]. [PPS] thought that Gagandeep Singh was their real estate associate, did not meet Ms. Lal until after the transaction during the investigation, and did not know she was their associate. Ms. Lal did not do any showings, client relationship document explanation/signing, client identification, property verification, or contract negotiations during this transaction. Gagandeep Singh did all these tasks while unlicensed.*
- vii. *During the transaction involving [Property 1], [PPS] did not know Ms. Lal was their representative. On August 19, 2021, Ms. Lal signed an Exclusive Seller Representation Agreement with the [S]s to represent them in selling their property located at [Property 1]. The clients were not present when she signed this document. By signing these agreements, Ms. Lal recklessly represented that she was the [S]s' real estate and mortgage representative in the [Property 1] transaction when in fact she had never met with nor spoken to him and was acting through Gagandeep Singh as her unlicensed delegate.*
- viii. *Gagandeep Singh was able to engage an unlicensed activity in these transactions due [sic] the above actions. Ms. Lal allowed an unlicensed individual, Gagandeep Singh to communicate with clients, negotiate and monitor the real estate transactions on her behalf and show the properties in these transactions.*
- ix. *Ms. Lal acted in disregard for her professional responsibilities and turned a blind eye to the clear red flags of suspicious activity in these transactions such that Gagandeep Singh could use her for his own ends.¹*

13. The Hearing Panel has accepted the facts set out in the Admission, and has found that Ms. Lal made representations and carried on conduct that was

¹ Admission of Conduct Deserving of Sanction at pages 9-11.

reckless and that misled or deceived any person or was likely to do so, contrary to Rule 42(a) of the *Real Estate Act Rules*, and that her conduct is deserving of sanction.

Agreed Factors on Sanction

14. The parties agree that the following factors are relevant as mitigating and aggravating factors:

Mitigating Factors

- a. Ms. Lal has no disciplinary history;
- b. Ms. Lal was a new agent who had only started to practise at the time of these errors;
- c. by entering into the Admission, Ms. Lal agreed to forego the time and expense of a hearing, saving witnesses the inconvenience and stress of appearing;
- d. Ms. Lal was temporarily suspended during the investigation from February 9, 2022 to April 7, 2022; and

Aggravating Factors

- a. Ms. Lal should have known that her conduct was not in her clients' best interests.²

Joint Submission on Sanction

15. The parties submitted a Joint Submission on Sanction. The Joint Submission on Sanction noted the *Jaswal* factors that a hearing panel may consider when determining sanction:

- a. the nature and gravity of the proven allegations;
- b. the age and experience of the Licensee;
- c. the previous character of the offender and, in particular, the presence or absence of prior complaints or convictions;
- d. the age and mental condition of the Licensee;
- e. the number of times the offence was proven to have occurred;
- f. the role of the Licensee in acknowledging what occurred;

² Admission of Conduct Deserving of Sanction at page 11.

- g. whether the Licensee had already suffered serious financial or other penalties as a result of the allegations having been made;
 - h. the impact of the incident on the victim, if any;
 - i. mitigating circumstances;
 - j. aggravating circumstances;
 - k. the need to promote specific and general deterrence and thereby protect the public and ensure the safe and proper conduct of the profession;
 - l. the need to maintain the public's confidence in the integrity of the profession;
 - m. the degree to which the offensive conduct that was found to have occurred was clearly regarded, by consensus, as being the type of conduct that would fall outside the range of permitted conduct; and
 - n. the range of sentence in other similar cases.
16. In the Joint Submission on Sanction, counsel for the Registrar and Ms. Lal submitted that the Hearing Panel should consider the following factors when determining a sanction:

Mitigating factors:

a. *Section 53 Suspension*

On February 9, 2022 the Chairs of RECA and the Mortgage Broker Industry Council suspended Ms. Lal's real estate and mortgage licenses pursuant to section 53 of the Act. The Alberta Court of Queen's Bench as it then was imposed a stay on the suspension on April 7, 2022, which resulted in Ms. Lal being suspended for three months.

b. *The age and experience of the Licensee*

Ms. Lal was 33 years old when the parties signed the Joint Submission on Sanction. She first received a license in mortgages on January 27, 2021 and was first licensed in real estate on April 27, 2021.

c. *The previous character of the member*

Ms. Lal has no previous disciplinary history.

d. *The role of the Licensee in acknowledging what occurred*

Counsel for the Registrar and Ms. Lal submitted that by taking full responsibility for the breaches described in this decision, and by entering into the Admission and the Joint Submission on Sanction, Ms. Lal saved the resources of all parties involved.

e. *Other mitigating factors*

Ms. Lal saved witnesses the inconvenience and stress of testifying at the hearing by entering into the Admission and Joint Submission on Sanction and agreeing to forego the considerable time and stress of a hearing.

Aggravating factors:

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

Ms. Lal committed three breaches of Rule 42(a) in three transactions.

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

Ms. Lal's reckless actions in three transactions allowed for unlicensed activity.

h. *The need to maintain the public's confidence in the real estate industry*

Real estate associates must strictly comply with the Act and the Rules in order to maintain the integrity of the industry. Public confidence in the industry is unduly compromised when a licensee makes misleading representations, fails to fulfil her fiduciary obligations and participates in fraud and unlawful activity.

Counsel for the Registrar and Ms. Lal cited *Adams*, where the Alberta Court of Appeal noted at page 3 that public confidence in a profession should be of utmost importance to disciplinary bodies:

"A professional misconduct hearing involves not only the individual and all the factors that relate to that individual, both 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 significance to the mandate of professional disciplinary bodies."

Counsel for the Registrar and Ms. Lal submitted that Ms. Lal's breaches of the Act and the Rules impact the collective reputation of the Alberta real estate industry and the public confidence this reputation should inspire. They cited the Law Society of Upper Canada's decision in *Lambert*, where at paragraph 17 it stated that "When determining the appropriate penalty for this 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." "

- i. The impact of the incident on the complainants
Counsel for the Registrar and Ms. Lal submitted that Ms. Lal's actions contributed to an unlicensed individual representing her clients on multiple transactions, which exposed at least one group of clients to financial loss.
 - j. *Specific deterrence*
The seriousness of the breaches admitted by Ms. Lal justifies a strong need for specific deterrence.
 - k. *General deterrence*
Counsel for the Registrar and Ms. Lal submitted that general deterrence is highly necessary in this case, because public confidence is compromised when a licensee fails to fulfil their fiduciary obligations and facilitate unlicensed activity.
17. The Hearing Panel is in agreement with the parties' consideration of the *Jaswal* factors.
- Breach of Rule 42(a)
18. Counsel for the Registrar and Ms. Lal cited three decisions for the Hearing Panel to consider in regards to Ms. Lal's three breaches of Rule 42(a) for making representations or carrying on reckless or intentional conduct that misled or deceived any person or was likely to do so.
19. In *Antonini*, the industry member was found to have breached Rule 42(a) for providing misleading information to a lender and recklessly failing to disclose the mortgagor's intention to use the mortgage proceeds to demolish a property and build a new property. In that decision, the hearing panel fined the industry member \$10,000, imposed a requirement to complete education, and did not impose a suspension. The parties distinguish *Antonini* from Ms. Lal's conduct on the basis that Ms. Lal's representations led to unlicensed activity in three transactions and was more serious than Mr. Antonini's

conduct. The Hearing Panel agrees that Ms. Lal's conduct was more serious than Mr. Antonini's conduct because Ms. Lal's representations facilitated unlicensed activity in three transactions and her aggrieved conduct has greater depth and breadth.

20. *Lalji* involved a real estate associate who admitted to more than one breach of the Rules, including Rule 42(a), for providing a purchase contract for a property with an inflated purchase price. The hearing panel in that matter approved of a Consent Agreement between the Executive Director of RECA and Ms. Lalji and Ms. Lalji was fined \$10,000 and was suspended for 18 months.
21. Counsel for the Registrar and Ms. Lal submitted that Ms. Lalji's conduct was similar in seriousness to Ms. Lal's conduct, and that although Ms. Lal's conduct has much greater breadth, *Lalji* involved a more significant misrepresentation because Ms. Lalji fabricated the purchase price. The Hearing Panel agrees that the conduct of Ms. Lal and Ms. Lalji was similar in seriousness and that although Ms. Lal's conduct has much greater breadth, *Lalji* involved a more significant misrepresentation because it involved an outright fabrication of the purchase price.
22. *Elgert* involved a failed real estate transaction where a lawyer, Mr. Elgert induced two of his clients to enter into a real estate purchase contract with him that would potentially benefit Mr. Elgert. Both clients apparently relied on Mr. Elgert's advice and experience, and Mr. Elgert did not prepare a conflict letter to explain the situation to his clients and neither client was advised to obtain independent legal advice about the transaction. Mr. Elgert did not fully advise his clients of the potential risks of the transaction and actively misled them. The Law Society of Alberta found that Mr. Elgert committed several breaches including being involved in a transaction that was not fair and reasonable to his clients, failing to be candid with his clients, failing to serve his clients' best interests and failing to disclose a conflict of interest to them. He was suspended for 18 months and ordered to pay costs of \$14,534.62.
23. Counsel for the Registrar and Ms. Lal submitted that Mr. Elgert's combined actions and the majority of the breaches he committed, considered together, were similar to Ms. Lal's breaches of Rule 42(a), and that *Elgert* is similar in seriousness to Ms. Lal's matter for several reasons:

- a. the licensee failed to disclose a conflict of interest;
- b. the clients relied on the licensee's advice and experience to protect their interests;
- c. the licensee acted recklessly;
- d. the licensee concealed and/or was less than candid with certain aspects of the transaction; and
- e. the clients were misled by the licensee's conduct.

The parties submitted that *Elgert* is similar to Ms. Lal's matter and that the majority of the breaches found in *Elgert*, considered together, are similar to Ms. Lal's breach of Rule 42(a). The Hearing Panel agrees.

24. Counsel for the Registrar and Ms. Lal reached an agreement on conduct and sanction, taking into account the relevant factors and that Ms. Lal had already been suspended from February 9, 2022, to April 7, 2022. In the Joint Submission on Sanction, they referred to the public interest test described in *R. v. Anthony Cook*, where the Supreme Court of Canada confirmed at para. 32 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." *R. v. Anthony Cook* also outlines at paras. 49 – 60 the procedures decision makers must follow if they decide to depart from a joint submission.
25. The Joint Submission on Sanction also cited *Bradley v. Ontario College of Teachers*, 2021 ONSC 2303 (CanLII), which held at para. 14 that the public interest test in *Anthony-Cook* applies to disciplinary bodies.
26. Counsel for the Registrar and Ms. Lal also submitted that they considered the factors for an appropriate sanction and the proposed sanction is within an appropriate range that the Hearing Panel can accept, and it would not cause an informed and reasonable public to lose confidence in RECA Panels as an institution.³

Decision on Conduct, Sanction and Costs

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

³ Joint Submission on Sanction at pages 3-8.

43(1) *If a Hearing Panel finds that the conduct of a licensee 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 licensee by the Council;*
- (b) *an order reprimanding the licensee;*
- (c) *an order imposing any conditions or restrictions on the licensee and on that licensee's carrying on of the business of a licensee that the Hearing Panel, in its discretion, determines appropriate;*
- (d) *an order requiring the licensee 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 licensee from applying for a new license for a specified period of time or until one or more conditions are fulfilled by the licensee;*
- (e) *any other order agreed to by the parties.*

28. Considering the nature of the conduct and Ms. Lal's level of experience, the Panel asked at the hearing about the absence of an educational component from the Joint Submission on Sanction. Counsel stated that in Ms. Lal's case an educational sanction was not appropriate, and they referred the Hearing Panel to the Supreme Court of Canada decision of *R. v. Anthony Cook*, which provides that

"...trial judges should approach the joint submission on an "as-is" basis. That is to say, the public interest test applies whether the judge is considering varying the proposed sentence or adding something to it that the parties have not mentioned, for example, a probation order. If the parties have not asked for a particular order, the trial judge should assume that it was considered and excluded from the joint submission."⁴

29. We are satisfied from the submissions of counsel for the Registrar and Ms. Lal that they considered the inclusion of an educational sanction, determined it was not appropriate, and on that basis excluded it from the Joint Submission on Sanction. We accept the submissions of counsel on this point and find that an appropriate sanction can be achieved without including an educational component.

30. In *R. v. Anthony Cook*, the Supreme Court of Canada also confirmed that "under the public interest test, a trial judge should not depart from a joint

⁴ *R. v. Anthony Cook* at para 51.

submission on sentence unless the proposed sentence would bring the administration of justice into disrepute or is otherwise contrary to the public interest.”

31. In order 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”.⁵ As explained by the court in *Anthony Cook*, the threshold for interference in joint submissions for sanctions is high.
32. We must decide whether to accept the parties’ proposed sanction, or whether the circumstances dictate that the Hearing Panel should substitute its own sanction. We find that the proposed sanction is not contrary to the public interest in this case. We are satisfied that the parties have provided the Hearing Panel “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”.⁶ The proposed monetary sanction is in line with precedents, and Ms. Lal has served a suspension for her admitted breaches. Accordingly, it is not so markedly out of line with precedents, considering the aggravating and mitigating circumstances, such that reasonable persons would view it as a breakdown of the regulatory system.
33. After considering the Admission of Conduct Deserving of Sanction, the Joint Submission on Sanction, and arguments from counsel for the Registrar and Ms. Lal, and after accepting the contents of the Admission of Conduct Deserving of Sanction, we also accept the Joint Submission on Sanction and find no basis to intervene or to require further substantiation of the sanctions proposed by the Registrar and Ms. Lal. For the reasons stated herein, we find that Ms. Lal breached Rule 42(a) on three occasions and that her conduct is deserving of sanction as a consequence of those breaches.
34. We find the proposed sanctions to be reasonable based on the factual circumstances described in the Admission of Conduct Deserving of Sanction and in view of the aggravating and mitigating factors. We also find that the sanctions proposed by the Registrar and Ms. Lal will not bring the administration of justice into disrepute or otherwise be contrary to the public

⁵ R. v. *Anthony Cook* at para 33.

⁶ R. v. *Anthony Cook* at para 54.

interest. Further, we find that the proposed monetary penalty falls within the range of penalties imposed for similar breaches.

35. Based on the within reasons, the Hearing Panel orders the following sanctions against Ms. Lal:

- a. Ms. Lal must pay RECA a fine of \$10,000 for the breaches of Rule 42(a); and
- b. Ms. Lal must pay RECA costs in the amount of \$1,000 for the investigation and proceedings.

Dated this 17th day of October, 2022 at the City of Calgary in the Province of Alberta.

[K.K], Hearing Panel Chair

Schedule "A"

2. Ms. Lal has been licensed as a mortgage associate with the Real Estate Council of Alberta ("RECA") since January 1, 2021.
3. At all material times during the conduct in question, she was registered with 9191712 Canada Inc., operating as Dominion Lending Centres "Mortgages Are Marvelous".
4. Ms. Lal has been licensed as a real estate associate with RECA since April 27, 2021.
5. At all material times during the conduct in question, she was registered with 4 Million.Ca Inc., operating as "Estateview".
6. Gagandeep Singh's license has been suspended from trading in real estate and mortgages since November 30, 2020 under section 53 of the Real Estate Act due to four investigations into his conduct. Ms. Lal was aware of this.

The [S]s – [Property 1] and [Property 2]

7. Ms. Lal is told by RECA that they have information regarding the following, however Ms. Lal has no knowledge and can neither confirm nor deny that on or around May 31, 2021, [PPS] phoned Gagandeep Singh to ask if Gagandeep Singh could represent him in selling his and his parents' (SK and LS) home at [Property 1], purchasing another home, and obtaining a mortgage for the purchase.
8. Ms. Lal is told by RECA that they have information regarding the following, however Ms. Lal has no knowledge and can neither confirm nor deny that on April 1, 2021, [PPS] and his mother [SK] signed an Exclusive Buyer Representation Agreement with Gagandeep Singh signing as "[KN]". The agreement stated as follows:
 - a. Brokerage: Estateview;
 - b. Buyer: [PPS] and [SK];
 - c. Duration: April 1, 2021 to April 30, 2021;
 - d. Representative: [KN].
9. Ms. Lal is told by RECA that they have information regarding the following, however Ms. Lal has no knowledge and can neither confirm nor deny that from April 1 to 11, 2021, Gagandeep Singh

showed two properties to the [S]s.

10. Ms. Lal is told by RECA that they have information regarding the following, however Ms. Lal has no knowledge and can neither confirm nor deny that on April 11, 2021, Gagandeep Singh and the [S]s visited the WestCreek Homes ("WestCreek") builder showhome. Gagandeep Singh introduced himself as "Kuldeep Nahal" to WestCreek employee, [ET]. That day, Gagandeep Singh signed a realtor registration form to represent the [S]s in purchasing [Property 2] as "[KSN]". Gagandeep Singh negotiated the purchase contract that day and told Ms. [T] that the [S]s needed to sell [Property 1] to purchase [Property 2].
11. On that same day, [PPS] and [SK] signed a purchase agreement with WestCreek stating as follows:
 - a. Purchaser: [PPS] and [SK];
 - b. Builder: WestCreek;
 - c. Property: [Property 2];
 - d. Purchase Price: \$430,000.
12. On April 28, 2021, Ms. Lal emailed, using Gagandeep Singh's Docusign, [PPS] another Exclusive Buyer Representation Agreement. The [S]s signed these documents via Docusign the same day. The agreement stated as follows:
 - e. Brokerage: Estateview
 - f. Buyer: [PPS], [SK] and [LS]
 - g. Duration: April 27, 2021 to June 6, 2021
 - h. Fee: \$5,000
 - i. Brokerage representative was left blank
 - j. Date of signing was left blank
 - k. There was no signature of brokerage representative
13. Ms. Lal is told by RECA that they have information regarding the following, however Ms. Lal has no knowledge and can neither confirm nor deny that later on June 6, 2021, Gagandeep Singh used Adobe Acrobat to enter a signature date of April 27, 2021.
14. Ms. Lal is told by RECA that they have information regarding the following, however Ms. Lal has no knowledge and can neither confirm nor deny that the [S]s never received the fully executed copy of this Exclusive Buyer Representation Agreement. Mr. [S]

did not know that Ms. Lal was their real estate representative in the [Property 2] purchase.

15. Ms. Lal never spoke to or met with [PPS] during this transaction. However she had been speaking with Mr. [S]'s mother was the named property owner.
16. On April 28, 2021, Ms. Lal, using Gagandeep Singh's Docusign, emailed [PPS] a Consumer Relationships Guide to sign. That same day, the [S]s signed this document via Docusign.
17. On April 28, 2021, Ms. Lal, using Gagandeep Singh's Docusign, emailed [PPS] a Mortgage Borrower Relationship Disclosure Document to sign. The [S]s signed this document that same day via Docusign. The document sent to them stated as follows:
 - a. Mortgage request for: [Property 2];
 - b. Mortgage representative was left blank;
 - c. Date of signing was left blank;
 - d. There was no signature of brokerage representative.
18. Ms. Lal did not sign this document but included it in her mortgage brokerage file for the [S]s.
19. The [S]s never received a fully executed copy of the Mortgage Borrower Relationship Disclosure Document. Ms. Lal has been told by RECA but can neither confirm nor deny that Mr. [S] did not know Ms. Lal was his mortgage representative either. Ms. Lal never spoke to or met with him during the mortgage transaction either but instead had been speaking to his mother Ms. Kaur.
20. On April 28, 2021, Ms. Lal pulled credit checks for each of the [S]s.
21. On April 28, 2021, Ms. Lal submitted a mortgage application for the [S]s for [Property 2] noting the purchase price as \$430,000 and the closing date as June 1, 2021.
22. Ms. Lal is told by RECA that they have information regarding the

following, however I have no knowledge and I can neither confirm nor deny that on April 29, 2021, Ms. [T] emailed Gagandeep Singh and asked for an update on mortgage approval. Gagandeep replied the next day that the mortgage broker only submitted their file that week and that the [S]s have decided not to sell [Property 1].

23. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on June 4, 2021, Gagandeep Singh emailed Ms. Tsabah asking that commission be paid Ms. Lal instead of himself in the [Property 2] purchase. The next day, Ms. Tsabah emailed Gagandeep Singh a blank realtor registration form for Ms. Lal to sign.
24. On June 6, 2021, Ms. Lal emailed Ms.[T] and asked to register as the [S]s' real estate associate for the [Property 2] purchase.
25. On June 6, 2021, Ms. Lal, using Gagandeep's Singh's DocuSign, email a blank registration form to [PPS] to sign. The [S]s signed this document via DocuSign that same day. Using Gagandeep's Singh's DocuSign, Ms. Lal also signed this document that same day after receiving the [S]s' signatures.
26. On June 6, 2021, Ms. Lal emailed this realtor registration form to Ms. [T]. The [S]s were not cc'ed to this email. Mr. [S] still did not know that Ms. Lal was their real estate representative.
27. On June 6, 2021, Ms. [T] emailed Ms. Lal and confirmed that the [S]s' possession date for [Property 2] is June 25, 2021.
28. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that in or around August 1, 2021, the [S]s informed Gagandeep Singh that they wish him to represent them in selling [Property 1].
29. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither

confirm nor deny that on August 1, 2021, Gagandeep Singh advertised [Property 1] on Whats App with a photo of the home stating "Upcoming >> New Listing" and "[Property 1]".

30. On August 19, 2021, Ms. Lal, using Gagandeep Singh's Docusign, emailed [PPS] and [SK] signed the same day. The agreement stated as follows:
 - a. Brokerage: Estateview;
 - b. Seller: [SK] and [PPS];
 - c. Property: [Property 1];
 - d. Sale price: \$355,000;
 - e. Duration: August 20, 2021 to February 20, 2022;
 - f. Brokerage representative name and signature blank.
31. On August 19, 2020, Ms. Lal signed the Exclusive Seller Representation Agreement via Gagandeep Singh's Docusign.
32. Ms. Lal has been advised by RECA but can neither confirm nor deny that the [s]s never received the fully executed copy of the Exclusive Seller Representation Agreement and that Mr. [S] did not now that Ms. Lal was their real estate representative in the [Property 1] sale.
33. Ms. Lal never spoke to or met with Mr. [S] during this transaction, however she was in contact with Mr. [S]'s mother Ms. [K]. In reality, she had been speaking and meeting with Mr. [S]'s mother was the named property owner.
34. On August 20, 2021, Ms. Lal listed this property on MLS as follows:
 - a. Price: \$355,000;
 - b. Property: [Property 1];
 - c. Listing Realtor: Angeline Lal;
 - d. Showing Contact: AN 587-XXX-XXXX;
 - e. Member Remarks: Very motivated seller, text for quick response 587-XXX-XXXX.
35. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that Gagandeep Singh did all the showings

and negotiations for this sale.

36. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on or around September 3, 2021, [PPS] visited [Property 1] with Gagandeep Singh and saw that the "For Sale" sign noted Angeline Lal. He asked Gagandeep Singh what this was about and Gagandeep Singh assured him to not worry, that he was his realtor, and that he only put Ms. Lal's name there to help her with getting more clients.
37. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that in or around mid-September, [Property 1] did not sell and the [S]s told Gagandeep Singh that they decided to keep it as a rental property.
38. On September 23, 2021, Ms. Lal, using Gagandeep Singh's DocuSign, emailed an Exclusive Seller Representation Termination Agreement to [PPS]. [PPS] and [SK] signed this agreement on the same day. Using Gagandeep Singh's DocuSign, Ms. Lal signed this document that same day upon receiving the [S]s' signatures.
39. On September 23, 2021, Ms. Lal emailed her broker conveyancing department this fully executed Exclusive Seller Representation Agreement Termination and asked to terminate the listing. The [S]s never received the fully executed copy of this agreement.

The [SA]s - [Property 3]

40. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on or around early August, 2021, a friend referred [GSS] and [CKS] "the [SA]s") to Gagandeep Singh as a real estate associate to represent them in purchasing a home. The [SA]s believed Gagandeep Singh was a real estate associate due to seeing his Whats App advertisements.
41. Ms. Lal is told by RECA that they have information regarding the

following, however she has no knowledge and can neither confirm nor deny that on or around early August, 2021, [GSS] phoned Gagandeep Singh and Gagandeep Singh agree to represent the [SA]s in purchasing a home both as a real estate and mortgage associate.

42. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on or around early August, 2021, Gagandeep Singh phoned Ms. [R] of NuVista to view a showhome for the [SA]s. Ms. [R] already knew Gagandeep Singh as "[K]" from a prior [property near Property 3] transaction. Gagandeep Singh told Ms. [R] that he would like to be called "Gagandeep" now.
43. During a call with Mr. [R] Ms. Lal told Ms. [R] to email Ms. Lal the realtor registration form to represent the [SA]s.
44. On August 1, 2021, Ms. Lal, using Gagandeep Singh's Docusign, emailed the [SA]s an Exclusive Buyer Representation Agreement to sign. The agreement stated as follows:
 - a. Brokerage: Estateview;
 - b. Buyer: [GSS] and [CKS];
 - c. Duration: August 1, 2021 to August 31, 2021;
 - d. Fee: First 100k 3.5% Balance 1.5%;
 - e. Date of signature was left blank;
 - f. Brokerage representative was left blank;
 - g. Brokerage representative signature was left blank.
45. That same day, Ms. Lal, using Gagandeep Singh's Docusign, also emailed the [SA]s a Consumer Relationship Guide to sign.
46. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that on or around August 5, 2021, the [SA]s and Gagandeep Singh attended the NuVista showhome. Gagandeep Singh negotiated the purchase contract that day. The [SA]s signed a purchase agreement that day as follows:
 - a. Purchaser: [GSS] and [CKS];
 - b. Builder: NuVista Homes Ltd;

- c. Property: [Property 3]
- d. Purchase Price: \$650,000;
- e. Condition: Conditional on securing financing by August 23, 2021.

47. That same day, the [SA]s signed the realtor registration form. Ms. Lal's name was not on this form when they signed. Ms. [R] emailed this form to Ms. Lal after the meeting and Ms. Lal signed it on or around the same day.
48. Ms. Lal has been advised by RECA and can neither confirm nor deny that the [SA]s never received the fully signed copy of the realtor registration form.
49. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on or around August 5, 2021, Gagandeep Singh told the [SA]s that he will pull their credit and begin their mortgage application.
50. On August 12, 2021, Ms. Lal, using Gagandeep Singh's Docusign, emailed a Mortgage Borrower Relationship Disclosure Document to [GSS] for the [SA]s to sign, noting that this was for consent to pull their credit and begin their mortgage application process. The document sent was entirely blank with no representative noted nor any date.
51. On August 12, 2021, [CKS] emailed her tax documents, current property documents, employment letter and paystubs to whom she thought was Gagandeep Singh but was actually Ms. Lal at [*****@*****.com].
52. On August 13, 2021, Ms. Lal pulled credit checks for each of the [SA]s.
53. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on or around August 13, 2021, Gagandeep Singh told the [SA]s that their credit was bad so he could not get a mortgage from the bank but that he would get

them a private mortgage instead.

54. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on August 25, 2021, Ms. [R] emailed the [SA]s via Docusign an amendment extending mortgage approval to August 31, 2021 and possession to be after October 20, 2021. The [SA]s signed that same day.
55. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on August 26, 2021, Gagandeep Singh attended the NuVista showhome and gave Ms. [R] a fraudulent mortgage pre-approval letter dated August 26, 2021 on Dominion Lending Centre letterhead stating that the [SA]s had been pre-approved for a mortgage totaling \$642,200. A lender is not mentioned in the letter. This letter is signed by a Paul Purewal [sic], a Mortgage Broker with Dominion Lending with a phone number of 825-XXX-XXXX [sic]
56. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that when the RECA licensing system was searched for a "Paul Purewal", the only result was a licensee named Paul Singh Purewal, who was licensed in Real Estate with EXP Realty of Canada Inc, his licensing registration was cancelled on July 8, 2020, and his primary phone number was 403-XXX-XXXX. This does not match the pre-approval letter.
57. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on August 31, 2021, Ms. [R] emailed a removal of conditions form, noting that the lender is "Dominion Lending", to the [SA]s to sign via Docusign. [CKS] signed this on August 31, 2021 and [GSS] signed this on September 1, 2021.
58. On September 3, 2021, the [SA]s signed the Mortgage Borrower Relationship Disclosure Document via Docusign. When the [SA]s signed, the document date and representative fields were blank.

Ms. Laldid [sic] not sign the document, but kept it in her mortgage brokerage file.

59. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that the [SA]s never received the fully signed copy of the Mortgage Borrower Relationship Disclosure Document.
60. On September 3, 2021, the [SA]s signed the Exclusive Buyer Representation Agreement via Docusign. When the [SA]s signed, the document date and representative fields were blank. That same day, the [SA]s also signed the Consumer Relationships Guide via Docusign.
61. On September 9, 2021, Ms. Lal signed the Exclusive Buyer Representation Agreement via Gagandeep Singh's Docusign.
62. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and can neither confirm nor deny that on September 9, 2021, Gagandeep Singh edited the Exclusive Buyer Representation Agreement using his Adobe Acrobat account to add in a date of August 1, 2021.
63. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that the [SA]s never received the fully signed copy of the Exclusive Buyer Representation Agreement.
64. Ms. LAL is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that on or around late September, 2021, Gagandeep Singh told the [SA]s that they were approved for a one-year open mortgage with Higrade Inc which was a bank. He told them that they had to pay \$3,5000 per month to Higrade,[sic]
65. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither

confirm nor deny that Gagandeep Singh is actually the sole director of Higrade Inc and it is not a bank. The [SA]s did not know this.

66. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that on September 29, 2021, NuVista and the [SA]s signed a transfer of land.
67. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that on October 1, 2021, the [SA]s signed a mortgage with Higrade for \$450,000 at an interest rate of 10% and the following terms:
 - a. Interest shall be paid on the first day of every month; and
 - b. The balance of the mortgage will be paid in three months to a maximum of 12 months.
68. Ms. Lal is told by RECA that they have information regarding the following, however I have no knowledge and I can neither confirm nor deny that that same day, the [SA]s also signed a Loan Disclosure Form stating as follows:
 - a. Linder: Higrade Inc;
 - b. Borrower: [GSS] and [CKS];
 - c. Principal loan amount: \$450,000;
 - d. Commitment fee: \$6,500;
 - e. Monthly payment: Interest only in the amount of \$3,750;
 - f. Loan term: minimum 3 months to maximum of 12 months;
 - g. Automatically renewed at end of 12 with a \$10,000 fee.
69. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that The [sic] [SA]s first gave Gagandeep Singh a \$6,500 cheque addressed to Higrade Inc in early October 2021. Then, they gave him a \$3,750 cheque addressed to Higrade Inc each month for the next three months. Gagandeep Singh told the [SA]s that he sent the cheques to Higrade Inc every month.
70. Ms. Lal is told by RECA that they have information regarding the

following, however she has no knowledge and I can neither confirm nor deny that in or around February 2022, the [SA]s got mortgage approval from a different lender and gave Gagandeep Singh a \$20,000 cheque addressed to Higrade Inc to get out of the initial mortgage.

71. On October 8, 2021, NuVista couriered to Estateview [sic] a \$11,850 commission cheque.
72. Ms. Lal is told by RECA that they have information regarding the following, however she has no knowledge and I can neither confirm nor deny that on October 12, 2021, the [SA]s' real estate lawyer sent \$617,807.37 as cash to close to NuVista Homes. The lawyer also registered the transfer of land with Land Titles that same day.
73. Ms. Lal and Gagandeep Singh met with the [SA]s and told the [SA]s during this visit that the [S]s were in trouble with RECA for doing a private mortgage.
74. At the [SA]s' home during this visit, Ms. Lal drafted and forwarded via email a response to the [SA]s to copy and paste and send to RECA in response to RECA's demand for their information.⁷

⁷ Admission of Conduct Deserving of Sanction at pages 1-9.