

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 PALI BEDI, Real Estate
Associate, currently registered with Avison Young Commercial Real Estate
Services LP

Hearing Panel Members: [K.O], Chair
[M.K]
[M.W]

Appearances: Mitali Kaul, Counsel for the Registrar of the Real
Estate Council of Alberta

Pali Bedi, not present

Hearing Date: September 12, 2022, via video conference

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

A. Introduction

[1] This matter involved five allegations of conduct deserving of sanction under Part 3 of the *Real Estate Act* against the Licensee, Pali Bedi, a real estate associate. The Licensee accepted responsibility for all five allegations and the hearing proceeded by way of an Agreement on Facts and Breaches and a Joint Submission on Sanction between the Licensee and the Registrar of the Real Estate Council of Alberta. The Hearing Panel accepts the Agreement on Facts and Breaches, including both that the alleged conduct occurred and that it constituted conduct deserving of sanction. Further, the Hearing Panel accepts the Joint Submission on Sanction.

B. Summary of Breaches and Sanction

[2] Below is a summary of the agreed breaches and the sanctions, which the Hearing Panel accepts:

Rule	Summary	Penalty
Rule 61(a)	The Licensee failed to provide the Complainant in a timely manner, true copies of any written offer or written acceptance.	\$500.00
Rule 54(2)	The Licensee directly provided an inducement to the Complainant which was not provided by and on behalf of the brokerage.	\$2,000.00
Rule 42(a)	The Licensee made representations or carried on conduct that was reckless or intentional and that misled or deceived any person or was likely to do so: removal of conditions after condition removal date.	\$5,000.00
Rule 42(a)	The Licensee made representations or carried on conduct that was reckless or intentional and that misled or deceived any person or was likely to do so: presentation of acknowledgement of default document despite unenforceable and void purchase contract.	\$5,000.00
Rule 41(e)	The Licensee failed to ensure that the Complainant clearly understood his role.	\$2,000.00

[3] In addition, the parties agreed, and the Hearing Panel accepts, that the Licensee shall pay \$1,000 in costs of for the investigation and proceedings.

C. Agreed Facts

[4] The Hearing Panel accepts and adopts the agreed facts set out in the Agreement on Facts and Breaches:¹

1. The Licensee has been licensed as a real estate associate with the Real Estate Council of Alberta ("RECA") since September 18, 1997.
2. He is currently registered with Avison Young Commercial Real Estate Alberta Services LP.

¹ The Agreed Facts have been edited to remove unnecessary identifying information but otherwise reflect the parties' agreed language.

3. At the time of the conduct deserving of sanction, he was registered with Avison Young Real Estate Alberta Inc ("Avison Young" or the brokerage).
4. The Licensee has no prior discipline history with RECA.
5. On January 7, 2015, RECA received a complaint by HS ("the Complainant") regarding the Licensee's conduct.
6. In July 2009, the Complainant was looking to invest \$45,000.00 and was introduced to a shareholder in a corporation, [CORPORATION], which in turn was a shareholder in the corporate Seller, [CORPORATION].
7. The Seller had purchased a retail strip for development of retail condos. Avison Young was listing brokerage for that purchase of the condominium project.
8. The [CORPORATION] shareholder introduced the Complainant to the Licensee, another shareholder in [CORPORATION]. The Licensee informed the Complainant that the Seller was developing a retail strip condominium project. The Licensee was the President and Director of the Seller.
9. The Licensee, apart from being a real estate associate at the brokerage, Avison Young, was also an owner in the brokerage.
10. The Licensee informed the Complainant that the Seller was looking for interested buyers to purchase retail units in the project, and that the Seller could help facilitate the purchase to begin a convenience store business for the Complainant.
11. The Licensee advised the Complainant what the details of the transaction were, and that the Seller would arrange all the financing for him without the Complainant putting any more money than the \$45,000.00 investment.
12. The Licensee proposed to the Complainant the sale of condo unit #1 in the condominium project for a convenience store with a purchase price of \$1.2 million dollars. The Licensee advised the Complainant about the down payment necessary to facilitate the financing from the bank. The Licensee further advised the Complainant that the shortfall money to close the deal would be carried by the Seller as vendor take back (VTB) until paid off from the future profits of the business.

13. The Complainant did not have a real estate associate representing him during this purchase transaction.
14. On September 16, 2009, the Licensee met the Complainant at his residence with a pre-filled purchase contract for signature. The buyer on the purchase contract was stated as the Complainant while the vendor was listed as [CORPORATION], the Seller. The Complainant signed the purchase contract on that date while the Licensee signed for the vendor [CORPORATION].
15. The purchase contract stated that the total purchase price for the transaction was \$1,200,000, which did not include GST. The initial deposit to be paid by the Complainant was stated as \$5,000.00, to be paid within 48 hours of acceptance of the offer. There was also an additional deposit of \$115,000.00 to be paid by the Complainant on removal of conditions. The balance of the purchase price to be paid on the Closing Date was \$1,080,000.00.
16. The purchase contract had an estimate closing date of March 1, 2010. The brokerage was the listing brokerage for the purchase transaction and the Licensee was the listing agent for the transaction.
17. Section 5 of the purchase contract stated that the purchase transaction was conditional upon the Complainant being able to obtain a new mortgage commitment on or before October 15, 2009, failing which, the purchase agreement would be of no force and effect.
18. Section 37 of the purchase contract addressed the acknowledgement that receipt of all documents and schedules had occurred. This section had been crossed out and initialed by the Complainant and the Licensee. The Complainant was never informed what he was initialing, and never received a copy of the signed purchase contract.
19. Section 35 of the purchase contract addressed the disclosure of interest that the Licensee had disclosed to the Complainant that he was a licensed real estate agent with the brokerage and had an interest as a shareholder in the Seller. The section also stated that the brokerage did not have any interest in the Seller.
20. The Complainant did not read the English language very well and had no knowledge of commercial investment. The Licensee only explained the purchase contract generally to the Complainant in

their native language of Punjabi and did not explain each and every term.

21. The Licensee did not go through Section 35 with the Complainant and as such, the Complainant was not aware of the Licensee's conflict of interest.
22. There was no acknowledgement in the purchase contract that the Licensee was the selling agent for solely the vendor, and also no mention was made in the contract that the Complainant did not have a real estate representative assisting him in the purchase transaction.
23. There was also no acknowledgement in the purchase contract that the Licensee was a shareholder in the brokerage.
24. On September 17, 2009, the Complainant provided \$5,000.00 as the initial deposit to the brokerage towards the purchase transaction.
25. The Licensee introduced the Complainant to a business development expert at MNP LLP, an accounting and business advisory firm to assist him to get a business plan for the convenience store.
26. In October 2009, the Licensee arranged financing meetings for the Complainant with two financial institutions. However, only the Licensee met with these representatives and not the Complainant. The Complainant only signed the financing paperwork that the Licensee provided and provided both institutions non-refundable commitment cheques of \$1,900.00 and \$2,000.00 respectively.
27. On October 27, 2009, the Complainant signed a document on brokerage letterhead regarding removal of conditions on the purchase transaction on the advice of the Licensee. This document was addressed to the Licensee and drafted by the Licensee's colleague on instructions from the Licensee.
28. The Licensee's colleague was an agent with the brokerage and worked directly with the Licensee as a team member. The Complainant did not receive a copy of this document and was informed by the Licensee that the transaction was good and that he needed to just wait till possession.
29. At this point, the purchase contract was unenforceable and of no force or effect as the commitment date of October 15, 2009, had

passed. The Licensee advised the Complainant to sign a document waiving conditions on a dead contract.

30. On January 26, 2010, the Seller provided a second deposit cheque of \$115,000.00 to the brokerage for the Complainant towards the purchase transaction.
31. On February 22, 2010, the \$115,000.00 deposit was returned to [CORPORATION] as, the Broker, [T.T] informed the Licensee that the deposit money had to come from the Complainant.
32. The Licensee informed the Complainant about his broker's instruction regarding the second deposit coming from him. On February 23, 2010, the Complainant provided the brokerage a cheque in the amount of \$115,000.00 from his personal banking account.
33. \$85,000.00 of the \$115,000.00 provided by the Complainant to the brokerage was provided by the Licensee to the Complainant.
34. The Complainant's understanding during the purchase transaction was that the Licensee was his real estate associate and was assisting him in completing the purchase transaction for the property.
35. In or around August 2010, the Complainant was contacted by the Licensee advising him that [CORPORATION] did not have the VTB amount available to provide to him, and so they would have to terminate the deal. The Licensee informed the Complainant that all his money spent in fees and deposits would be refunded by him personally.
36. On July 15, 2010, the Complainant signed a letter presented to him by the Licensee acknowledging the Complainant's default under the purchase contract. This document was addressed to the Licensee and drafted by the Licensee's colleague as well. According to the letter, the \$120,00.00 held by the brokerage would be divided equally between the Seller and the brokerage.
37. Based on the commission statement provided, the Licensee being owner of [CORPORATION] received \$60,000.00 of the deposit money. The Licensee would also have received a share of the remaining \$60,000.00 due to him being an owner of the brokerage.

38. The Complainant was never refunded the money spent on fees and lost his entire deposit amount of \$35,000.00.
39. The condominium project subsequently went back on the market and sold to [C.H] for \$1,150,000.00 where the Licensee again acted as the agent for the Seller, [CORPORATION].

D. Agreed Breaches

[5] The Hearing Panel finds that the Licensee's conduct was conduct deserving of sanction. We accept the joint Agreement on Facts and Breaches on each of the allegations.

Breach of Rule 61(a): Timely Delivery of Offer or Acceptance

[6] Rule 61(a) of the *Real Estate Act Rules* ("the Rules") requires licensees to deliver true copies of contractual documents in a timely manner:

When a licensee receives an offer or an acceptance of an offer in writing from a party to a trade in real estate, the licensee shall, in a timely manner:

- (a) provide that party with a true copy of that offer or acceptance; and
- (b) deliver a true copy of that offer or acceptance to the other parties to that trade.

[7] We accept that the following particulars, as proven in the agreed facts, constitute conduct deserving of sanction for a breach of Rule 61(a):

- i. On September 16, 2009, the Licensee met the Complainant at his residence with a pre-filled purchase contract and the Complainant signed it.
- ii. The Licensee signed on behalf of the Seller, [CORPORATION].
- iii. Section 37 of the purchase contract was crossed out. The Complainant and Licensee both initialed the change. This section acknowledged that receipt of all documents and schedules had occurred.
- iv. The Complainant never received a copy of the purchase contract, and he did not understand why he initialed Section 37 of the contract.

Rule 54(2): Inducement

[8] Rule 54(2) prohibits real estate associates from providing an inducement unless it is provided by the brokerage:

A real estate broker, associate broker or associate, as the case may be, must not directly or indirectly, provide an inducement unless the inducement is provided by and on behalf of the brokerage with which the real estate broker, associate broker or associate is registered, details of the inducement are provided in writing and the broker has provided written approval.

[9] We accept that the following particulars, as proven in the agreed facts, constitute conduct deserving of sanction for a breach of Rule 54(2):

- i. On January 26, 2010, the Licensee provided a second deposit cheque of \$115,000 to the brokerage towards the purchase transaction, on behalf of the Seller.
- ii. On February 22, 2010, the broker returned the \$115,000 deposit to the Seller and informed the Licensee that the deposit money had to come from the Complainant.
- iii. The Licensee provided the Complainant with \$85,000 as part of the second deposit. This was not provided by or on behalf of the brokerage.
- iv. On February 23, 2010, the Complainant provided a cheque of \$115,000 to the brokerage where \$85,000 was from the Licensee while the rest was his personal cash.

Rule 42(a): Reckless and Intentional Conduct – Waiving Conditions

[10] Rule 42(a) prohibits licensees from reckless or intentional conduct that is likely to mislead or deceive any person:

Licensees must not:

- (a) make representations or carry on conduct that is reckless or intentional and that misleads or deceives any person or is likely to do so.

[11] We accept that the following particulars, as proven in the agreed facts, constitute conduct deserving of sanction for a breach of Rule 42(a), relating to the waiver of conditions:

- i. On October 27, 2009, the Licensee presented a document for the Complainant's signature to remove conditions on the purchase transaction
- ii. The Licensee's colleague drafted this document on brokerage letterhead on the Licensee's instructions.
- iii. According to the Section 5 of the purchase contract, the date to remove conditions was October 15, 2009, after which the purchase contract was unenforceable and void.
- i. The Licensee did not advise the Complainant of this fact, but instead told him that the transaction was ready to proceed.
- iv. The Licensee misled the Complainant to believe that the transaction was still active when it was not, and that the Complainant could have ended the transaction at that point.

Rule 42(a): Reckless and Intentional Conduct – Default Acknowledgement

[12] As outlined above, Rule 42(a) prohibits licensees from reckless or intentional conduct that is likely to mislead or deceive any person. We accept that the following particulars, as proven in the agreed facts, constitute conduct deserving of sanction for a breach of Rule 42(a), relating to the default acknowledgement:

- i. On July 15, 2010, the Complainant signed a document presented to him by the Licensee acknowledging default under the terms of the purchase contract.
- ii. The Licensee's colleague drafted this document on the Licensee's instructions.
- iii. This document stated that the Complainant had defaulted under the Purchase Contract, and as such all deposits would be divided equally between the seller and the brokerage.
- iv. The purchase contract was unenforceable and void as the Complainant did not waive conditions by October 15, 2009, according to Section 5 of the purchase contract.
- v. The Licensee did not advise the Complainant of this fact, but instead informed him that he would personally refund the fees and the deposit back to him.
- vi. The Licensee did not refund the Complainant any of the deposit or the fees.

- vii. The Licensee received 50% of the deposit that was held in trust with the brokerage.

Rule 41(e): Failed to Ensure Role was Understood

[13] Rule 41(e) requires licensees to ensure that their role is clearly understood:

Licensees must:

...

- (e) ensure the role of the licensee is clearly understood by their clients and third parties[.]

[14] We accept that the following particulars, as proven in the agreed facts, constitute conduct deserving of sanction for a breach of Rule 41(e):

- i. The Complainant did not have a real estate associate representing him during the purchase transaction.
- ii. The Complainant did not read or write the English language well and had no knowledge of commercial investment.
- iii. The Licensee was the real estate associate who provide[d] the Complainant with a pre-filled purchase contract for signature. The Licensee generally explained the purchase contract in their native language of Punjabi but did not go through it term by term.
- iv. The Complainant was not made aware of Section 35 of the purchase contract regarding the Licensee's involvement with the brokerage and his interest in the Seller's company as a primary shareholder.
- v. The Licensee introduced the Complainant to a business development expert at an accounting and business advisory firm to assist him to get a business plan.
- vi. The Licensee informed the Complainant that he would arrange for all the financing for the purchase transaction. He set up meetings with representatives at two financial institutions, but the Complainant had no direct dealings with the financial institutions.
- vii. The Complainant only provided these financial institutions with non-refundable commitment cheques that he provided to the Licensee.

- viii. The Licensee provided the Complainant with \$85,000 which was part of the down-payment for the second deposit.
- ix. The Licensee did not have a written disclosure statement that he was an owner in the brokerage or that he was the listing agent for the Seller and only representing them.
- x. The Complainant believed that the Licensee was his realtor and was assisting him with the purchase of the property transaction for his benefit.

E. Sanction

[15] The Licensee and the Registrar submitted a Joint Submission on Sanction, which the Hearing Panel accepts. Section 43 of the *Real Estate Act* sets out the Hearing Panel's authority to impose sanctions for conduct deserving of sanction, including fines and costs:

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 licence issued to the licensee by an Industry 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 licence 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.

(2) The Hearing Panel may, in addition to or instead of dealing with the conduct of a licensee under subsection (1), order the licensee to pay all or part of the costs associated with the investigation and hearing determined in accordance with the bylaws.

[16] We accept the parties' Joint Submission on Sanction that imposes fines totaling \$14,500 and costs of \$1,000. This sanction was reasonable in the circumstances, and we give deference to the parties' agreement.

[17] The following non-exhaustive list of factors are relevant to 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
- g. whether the Licensee had already suffered serious financial or other penalties as a result of the allegations having been made
- h. 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.²

[18] The Hearing Panel finds that the most relevant factors to these circumstances are as described below.

² *Jaswal v Newfoundland Medical Board*, [1996] N.J. 50, 1996 CanLII 11630 (NL SC) at para 35 ("*Jaswal*")

a. Nature and Gravity of the Proven Allegations

[19] The circumstances here are serious. The two breaches of Rule 42(a) involved reckless or intentional conduct that misled the Complainant. The Licensee presented a condition removal document to the Complainant two weeks after the condition removal date and advised the Complainant that the transaction was ready to proceed. The Licensee admitted that he misled the Complainant to believe that the transaction was still active, and that the Complainant could have ended the transaction at that point. The Licensee also presented a document to the Complainant that acknowledged default under the purchase contract, which had the effect of dividing all deposits between the Seller and the brokerage, in both of which the Licensee had a financial and ownership interest. Again, this was done after the purchase contract was no longer enforceable.

[20] The breach of Rule 54(2) involved a significant inducement. The purchase contract required a second deposit of \$115,000. The Seller, in which the Licensee was an owner, initially provided the second deposit to the brokerage. However, the Broker informed the Licensee that the money had to come from the Complainant. The Licensee then provided \$85,000 to the Complainant for the second deposit.

[21] The other two breaches, while less serious resulted in the Complainant's lack of understanding about the purchase contract, terms, and overall transaction. Additionally, the context of the circumstances, including the Complainant's vulnerability and trust in the Licensee impacted the overall seriousness of the allegations.

b. Impact on the Complainant

[22] The Complainant lost \$35,000 in deposits and fees and was unable to buy the intended property. He was an unsophisticated, first-time commercial investor with limited knowledge of the English Language. The Licensee acted as a trusted advisor towards the Complainant, introducing him to a business development expert and attending financial meetings on the Complainant's behalf. The Complainant believed the Licensee was his real estate associate and was assisting him with completing the purchase transaction for the property. The Complainant was unable to conclude the purchase and lost a considerable sum due to the Licensee's misconduct.

c. Public Confidence in the Industry

[23] The industry's reputation is harmed when licensees breach professional standards. The more serious the breach, the more impact there is on the public's confidence. Considering the seriousness of the allegations, this is an important factor here. In *Adams v Law Society of Alberta*, the Alberta Court of Appeal described the importance of the public dimension to professional regulation:

A professional misconduct hearing involves not only the individual and all the factors that relate to that individual, both favorably and unfavorably, 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.³

[24] The industry's reputation is particularly harmed where there is, as here, reckless or intentional misleading conduct.

d. Specific and General Deterrence

[25] Specific deterrence refers to the effect a sanction will have on the Licensee and ensuring that the sanction will dissuade them from repeating the conduct again. General deterrence refers to the effect a sanction will have on dissuading others in the industry engaging in similar conduct. General deterrence is also about how the public and industry would consider a reasonable response to the conduct.

[26] There is a need for both general and specific deterrence here. Other licensees must recognize that harm to public confidence in the reputation of the Alberta Real Estate Industry comes with sanctions. Similarly, the sanction needs to instruct the Licensee here of the gravity of the circumstances.

e. Age and Experience of the Licensee

[27] The Licensee is currently 59 years old and was first authorized as a real estate associate with RECA in 1997. At the time of misconduct, he had been licensed with RECA for 15 years. Given his lengthy experience he ought to have been aware that his misconduct in this matter was unacceptable.

f. Other Aggravating Factors

[28] Other aggravating factors include the following:

- There were multiple breaches associated with the single transaction.
- The Licensee's broker informed him that he could not provide the down payment to the Complainant towards the purchase transaction, however he still did.
- Due to the property transaction failing, the Licensee was financially enriched by receiving a portion of the deposit.

g. Previous character of the Licensee

³ *Adams v Law Society of Alberta*, 2000 ABCA 240, at para 9

[29] The Licensee does not have any disciplinary history with the Real Estate Council of Alberta. The Hearing Panel acknowledges his long practice history without previous discipline. This is a mitigating factor.

[30] Further, the Hearing Panel recognizes that the misconduct here occurred in 2009 and 2010, more than a decade ago. Since that time, it does not appear that he faced other sanctions.

h. Licensee's Role in Acknowledging the Misconduct

[31] The Licensee admitted his conduct and signed the Agreement on Facts and Breaches. This allowed RECA to forego the time and expense of a hearing, and saved witnesses the inconvenience and stress of appearing. This is a mitigating factor.

i. Similar Cases

[32] Precedents are not binding on the Hearing Panel but can help the Panel impose sanctions consistently to promote fairness and certainty. Here, the cases provided by the parties support the proposed fines for each breach.

Rule 61(a)

[33] The penalty for the breach of Rule 61(a), failing to deliver true copies of any written offer or written acceptance in a timely manner, is \$500. The parties provided the following case:

- *Stuart, 2010*: reprimand

[34] The penalty here is more, but this is justified when looking at the entirety of the circumstances.

Rule 54(2)

[35] The penalty for the breach of Rule 54(2), providing an inducement, is \$2,000. The parties provided the following cases:

- *Moravec (Re), 2019 ABRECA 27*: Administrative Penalty of \$1,500
- *Basi (Re) 2018 ABRECA 14*: Administrative Penalty of \$1,500
- *Clark (Re), 2018 ABRECA 98*: \$1,500

[36] In each of these cases, the inducement was far less than what occurred here. Accordingly, the increased fine is consistent with the precedents when adjusting for the increased seriousness.

Rule 42(a)

[37] The penalty for each breach of Rule 42(a), reckless or intentional conduct that misled, is \$5,000. The parties provided the following cases:

- *Uittenbogerd (Re)* 2020 ABRECA 80: \$7,500, and one month suspension
- *Kalia (Re)*, 2018 ABRECA 10: \$10,000, and three month suspension
- *Horb (Re)*, 2018 ABRECA 11: \$7,000, and one month suspension

[38] The penalty here is less than these cases, including the lack of suspension. While the circumstances here are not less serious than the precedent cases, the Hearing Panel accepts the submissions of the Registrar that the \$5,000 fine for each breach (a total of \$10,000) recognizes that there is overlap in the facts between each of the breaches and that there has been considerable time since the misconduct occurred. Combined with the other mitigating factor that the Licensee accepted responsibility for his actions, the Hearing Panel gives deference to the parties' agreement.

Rule 41(e)

[39] The penalty for the breach of Rule 41(e), failing to ensure that the Licensee's role was clearly understood, is \$2,000. The parties provided the following cases:

- *Therault*, RECA 2014: \$2,000
- *Munro*, RECA 2014: \$2,000

[40] The precedent cases provide identical penalties to what was imposed here.

F. Costs

[41] As outline above, section 43(2) of the *Real Estate Act* authorizes the Hearing Panel to order the Licensee to pay all or part of the costs associated with the investigation and hearing. The parties agreed that the Licensee will pay \$1,000.00. The Joint Submission on Sanction did not provide reasons for that amount. The Hearing Panel takes notice that the costs of an investigation and hearing, even in hearings that proceed by consent, often far exceed \$1,000.00. Further, the Hearing Panel gives deference to the agreement of the parties.

G. Order

[42] The Hearing Panel accepts the Agreement on Facts and Breaches and finds that the Licensee engaged in conduct deserving of sanction. The Licensee:

- (a) failed to provide the Complainant in a timely manner, true copies of any written offer or written acceptance contrary to Rule 61(a) of the *Real Estate Act* Rules;

- (b) directly provided an inducement to the Complainant in regards to the purchase transaction which was not provided by and on behalf of the brokerage contrary to Rule 54(2) of the *Real Estate Act* Rules;
- (c) made representations or carried on conduct that was reckless or intentional and that misled or deceived any person or is likely to do so contrary to Rule 42(a) of the *Real Estate Act* Rules;
- (d) made representations or carried on conduct that was reckless or intentional and that misled or deceived any person or is likely to do so contrary to Rule 42(a) of the *Real Estate Act* Rules; and
- (e) failed to ensure that his role was clearly understood by the Complainant contrary to Rule 41(e) of the *Real Estate Act* Rules.

[43] The Licensee shall pay to the Registrar fines as follows:

Rule 42(a)	\$5,000.00
Rule 42(a)	\$5,000.00
Rule 41(e)	\$2,000.00
Rule 54(2)	\$2,000.00
Rule 61(a)	\$500.00

[44] The Licensee shall pay to the Registrar part of the costs of the investigation and hearing in the amount of \$1,000.00.

Dated the 4th day of October, 2022, in the City of Edmonton, in the Province Alberta.

“Signature”

 Kathryn Oviatt, Hearing Panel Chair