

THE REAL ESTATE COUNCIL OF ALBERTA

IN THE MATTER OF Sections 39(1)(b)(i) and 41(1) of the *REAL ESTATE ACT*,
R.S.A. 2000, c.R-5

AND IN THE MATTER OF a Hearing regarding the conduct of
GAGANDEEP SINGH, Real Estate Associate & Mortgage Associate, currently unregistered,
previously registered with **Grand Financial Group Ltd. o/a Dominion Lending Centres
Grand Financial** and with **Enrich Mortgage Group Ltd. o/a Mortgage Alliance - Enrich
Mortgage Group** and with **Mortgageline Inc. o/a Morgageline Mortgage Architects** and
with **Urban Real Estate Services Ltd. o/a Urban-Realty** and with **Discover Real Estate Ltd.**
and with **4th Street Holdings Ltd. o/a Re/Max Real Estate (Central)**

Hearing Panel Members: [G.H], Hearing Panel Chair
[L.M]
[G.P] (alternate for [S.D])

Hearing Date: May 24, 2022 to and including June 3, 2022

Decision Date: November 2, 2022

Appearances: Sania Chaudhry, Counsel for the Registrar of the Real Estate
Council of Alberta

Fred R. Fenwick, K.C., McLennan Ross LLP,
Counsel for Gagandeep Singh, Licensee

Conduct of the Hearing – Procedural Matters

On November 3, 2021, the Registrar issued a Notice of Hearing for Case 009891, as against [L.A.C] ([L.A.C]), to commence on December 13, 2021, and to be heard over 9 full days. (Exhibit 1)

On November 3, 2021, the Registrar issued a Notice of Hearing for Cases 009089, 010371, 010661 and 011302, against Licensee Gagandeep Singh (Singh, G.), to commence on December 13, 2021, and to be heard over 9 full days. (Exhibit 2)

It was agreed between Counsel for the Registrar, [L.A.C], and Counsel for Licensee Singh, G. that Cases 009891, 009089, 010371, 010661 and 011302 would be heard concurrently.

By consent of the parties and agreement of the Hearing Panel, the commencement of the hearing of Cases 009891, 009089, 010371, 010661 and 011302 was postponed from December 13, 2021, to May 24, 2022, at 9:30 a.m.

On May 11, 2022, Counsel for the Registrar issued a schedule of records that the Registrar intended to use at the hearing.

On the 17th day of an unspecified month, 2022, Licensee Singh, G.'s counsel issued a schedule of records that Licensee Singh, G. intended to use at the hearing.

On May 24, 2022, the hearing of Cases 009891, 009089, 010371, 010661 and 011302 commenced with Case 009891 against [L.A.C]. After RECA closed case 009891 against [L.A.C]. the remaining cases were heard, as against Licensee Singh, G. The hearing concluded after five full days, on June 3, 2022.

Eighteen Notices to Attend as a Witness, plus conduct money, were issued. One hundred and seven exhibits were entered in Cases 009891, 010371, 009089, 010661 and 011302, consisting of approximately 781 pages of written materials, two audio video recordings and a transcript of the audio video recording.

Motions

Licensee Singh, G.'s counsel made a motion objecting to the admissibility of [L.A.C]'s audio video recorded interview with RECA Conduct Review Officer [R.B] ("[R.B]"), as hearsay against Licensee Singh, G. The Hearing Panel reserved its decision and invited submissions. Counsel for RECA's Written Submission at paragraph 16 page 6 specifically asked the Hearing Panel to note statements made by [L.A.C], during the RECA interview.

On Wednesday, June 1, 2022. before the conclusion of the cases against Licensee Singh, G. the Hearing Panel decided, and informed the parties that, the RECA investigative audio video recorded interview against [L.A.C] shall not be admitted as to the truth of its contents, as against Licensee Singh, G. In making its decisions, the Hearing Panel did not consider the evidence from the taped RECA interview of [L.A.C], as part of the record against Licensee Singh, G. The Hearing Panel directed that any closing arguments made by either RECA's Counsel, or Licensee Singh, G.'s Counsel, that refer to [L.A.C]'s recorded statements, as made during the RECA interview, will not be considered.

The Hearing Panel's reasons for its decision on the motion were that the *Real Estate Act R.S.A. 2000 C R-5, s.42 (a)*, permits the Hearing Panel to receive evidence; and as an administrative body, the Hearing Panel is permitted to deviate from the strict rules of evidence. However, the Hearing Panel had significant concerns about deviating from the rules of evidence to admit the audio recording of [L.A.C]'s interview with RECA, as against Licensee Singh, G. for the truth of its contents. If admitted, the evidence would be hearsay. The audio recording was admitted in Case 009891 against [L.A.C] as an unsworn conversation. Further, [L.A.C] did not appear at the RECA interview with legal counsel. [L.A.C] was interviewed in the presence of two RECA investigators. The interview process may have been intimidating to [L.A.C] and that factor may have affected the content of the material that was shared by [L.A.C] during the RECA interview. There was no opportunity during the hearing of Case 009891 for legal counsel for either RECA or Licensee Singh, G. to test [L.A.C] as a witness, because [L.A.C] exercised his right not to appear as a witness in Case 009891.

Pursuant to [L.A.C]'s motion in the hearing of Case 009891, the Hearing Panel did not consider any evidence that was alleged to have been stated during the mediation of the civil case

between [L.A.C] and [M.S.C]; in its deliberations relating to Cases 009089, 010371, 010661 and 011302 as against Licensee Singh, G.

Background – Cases: 009089, 010371, 010661 and 011302 – Licensee Singh, G.

On December 5, 2019, [M.S.C] (“[M.S.C]”) and [A.K.C] (“[A.K.C]”), submitted an online complaint to RECA about [L.A.C] (Case 009891), along with supporting documents. (Exhibit 4). RECA followed up the complaint by obtaining documents (Exhibits 6 and 7) from Mortgage Associate [L.L] (“[L.L]”). RECA’s investigation of Case 009891 resulted in multiple allegations against Licensee Singh, G., arising from the false documentation in Case 009891.

On September 25, 2019, Licensee Singh, G. was notified of Professional Conduct Review regarding cases 009089, 010371, 010661 and 011302. (Exhibit 15). On December 23, 2019, [L.A.C] responded to the complaint in Case 009891, by providing documents (Exhibits 9 and 10). RECA sought and obtained information from TD Canada Trust on September 4, 2020 (Exhibit 12).

On September 25, 2020, RECA sent notice of a Professional Conduct Review relating to Licensee Singh, G. to [J.A] (“[J.A]”) (Exhibit 17) and to [D.W] (“[D.W]”) (Exhibit 19). Licensee Singh, G. responded to RECA on September 28, 2020 (Exhibit 20). On October 5, 2020, RECA requested documents from [R.A] (Exhibit 21). On November 18, 2020, and continuing thereafter, signature analysis documents were sent by RECA to, and from, Docufraud (Exhibits 22-26). A forensic report was issued by Docufraud on September 10, 2021 (Exhibit 26).

Allegations

On November 3, 2021, and at the hearing, through its legal counsel, RECA alleged that Licensee Singh, G.’s conduct was deserving of sanction for breaching sections of the *Real Estate Act* or Rules; and specifically, that:

Licensee Singh, G. engaged in fraudulent activities in connection with the provision of his services, contrary to *section 42(b)* of the *Real Estate Act* Rules as set out below:

Case 009089 – Complainant: [L.R], [J.F INC], [R.K] & [R.A]

- 1) You (Licensee Singh, G.) engaged in fraudulent activities in connection with the provision of your services, contrary to *s.42(b)* of the *Real Estate Act* Rules:
 - a. When acting as a real estate associate for your buyer clients, you forged a false First National pre-approval letter which you sent to the sellers to give the appearance that the buyers had been pre-approved for a mortgage when you knew that this was false.

- 2) You did not enter into a written service agreement with your buyer clients, [R.K] and [R.A], contrary to s.43 (1) of the *Real Estate Act Rules*.

Case 010371 – Complainants: [H.S], [Y.L] and [R.L]

- 3) You engaged in fraudulent activities in connection with the provision of your services, contrary to s.42(b) of the *Real Estate Rules*:
 - a. When acting as a real estate associate for your buyer clients, you forged a false First National pre-approval letter which you sent to the sellers to give the appearance that the buyers had been pre-approved for a mortgage when you knew that they had, in fact, not; and
 - b. When acting as a mortgage associate for your buyer clients, you forged a false work permit for [R.L] and sent it to the lender despite knowing that she did not have a work permit;
- 4) You did not enter into a written service agreement with your buyer clients, [H.S], [Y.L] and [R.L], contrary to s.43(1) of the *Real Estate Act Rules*.

Case 010661 – [A.K.C]

- 5) You engaged in fraudulent activities in connection with the provision of your services, contrary to s.42(b) of the *Real Estate Act Rules*:
 - a. You forged an employment letter and two paycheques naming [A.K.C] as an employee of your company, Higrade Inc. despite being aware that you had never employed, nor ever even spoke to or met, [A.K.C], and
 - b. You agreed to forge these documents for real estate associate, [A.C], for the purposes of a mortgage application.

Case 011302 – [S.K.K] & [S.S.K]

- 6) You engaged in fraudulent activities in connection the provision of your services, contrary to s.42 (b) of the *Real Estate Act Rules*.
 - a. When acting as a real estate associate for your buyer clients, you forged a false First National pre-approval letter which you sent to the sellers to give the appearance that the buyers had been pre-approved for a mortgage when you knew that this was false; and

- b. You did not enter into a written service agreement with your buyer clients, [S.K.K] and [S.S.K]; contrary to s.43 (1) of the *Real Estate Act Rules*.

Statutory Requirements

The *Real Estate Act Rules, Part 2, Industry Standards, Division 1, s. 42 (b)* states:

42. *The Licensee must not*
- (b) *participate in fraudulent or unlawful activities in connection with the provision of services or in any dealings.*

The *Real Estate Act Rules, Part 2, Industry Standards, Division 1, s.43(1)* states:

43. *(1) Subject to these rules, a licensee who establishes a client relationship when trading in residential real estate, engaging in property management, when dealing in mortgages, or providing condominium management services, must enter into a written service agreement with that prospective client.*

Burden of Proof

RECA bears the burden of proving the allegations made against Licensee Singh, G.

Standard of Proof

As set out in the RECA Hearing and Appeals Practice and Procedure Guidelines at Part 4, S. B, at page 10, RECA must prove that, on the balance of probabilities, Licensee Singh, G. more likely than not, committed the acts alleged. The Hearing Panel adopts the approach established by the Supreme Court of Canada, set out in *H. v McDougall 2008 SCC 53* at 44:

...the only practical way in which to reach a factual conclusion in a civil case is to decide whether it is more likely than not the event occurred.

And at 46:

...evidence must be sufficiently clear, convincing and cogent to satisfy the balance of probabilities test.

Handwriting Samples Submitted for Analysis

Counsel for RECA, and Counsel for Licensee Singh, G., each called an expert witness during the hearing, to assist the hearing panel to determine issues relating to signatures on false Higrade Inc. documents.

A corporate registry search (Exhibit 95) indicates that Licensee Singh, G. is the sole director of Higrade Inc. and that Licensee Singh, G. and his mother are joint shareholders of Higrade Inc.

In case 010661, a false employment letter (Exhibit 7 of the Registrar's exhibit book) dated November 21, 2018, was issued, on Higrade letterhead, and sent to [L.L] by [L.A.C]. The Higrade

Inc. letter bore a signature alleged by the Registrar, to be that of Licensee Singh, G. The Higrade Inc. letter included the same contact information as used by Licensee Singh, G.

In case 010661, two false paycheques (#xxx13 and #xxx20) were issued, from Higrade Inc.'s cheque book (Exhibit 7 of the Registrar's exhibit book.) Exhibit 12 confirmed that the false Higrade Inc. cheques were drawn on a TD account. Licensee Singh, G. was the sole signing authority on the TD Higrade Inc. account. The Registrar alleged that the Higrade Inc. cheques #xxx13 and #xxx20 were signed by Licensee Singh, G. and the two corresponding Higrade Inc. paystubs, were written by Licensee Singh, G.

The Registrar and Licensee Singh, G., each put forward an expert opinion to assist the Hearing Panel in determining whether on the balance of probabilities, it was more likely than not, that Licensee Singh, G., created and signed the false Higrade Inc. employment letter, Higrade Inc. paycheques and Higrade Inc. paystubs.

RECA Conduct Review Officer [R.B] sent emails to Docufraud asking Dr. Kaur for a forensic analysis into Licensee Singh, G.'s 13 comparator signatures and the false documents. Dr. Kaur was asked to analyze the original Adobe scanned files of each of the comparator signature documents and the questioned documents.

Licensee Singh, G. sought a critique from Mr. Davies of Dr. Kaur's initial opinion, and of Dr. Kaur's May 18, 2022 opinion. Mr. Davies relied on the appendix to Dr. Kaur's report that pasted he questioned documents and comparator signatures, into the body of Dr. Kaur's report. Mr. Davies report relied upon a sample size of 9 comparator signatures from Dr. Kaur's report.

Exhibits 81 and 91 illustrate that on February 19, 2018, and February 28, 2018, respectively, Licensee Singh, G. sent two different versions of a false pre-approval letter regarding [R.K] (Case 009089) to the builder. The Registrar's allegation was that Licensee Singh, G. created the false pre-approval letters, and in addition to sending them to the builder of the [R.K] home, Licensee Singh, G. sent false pre-approval letters to the builders of the [Y.L], [R.L] home (Case 010371), and the [S.K.K], [S.S.K] home (Case 011302).

Objection to the qualifications of Dr. Kaur

Despite an objection raised by Counsel for Licensee Singh, G., Dr. Shabnam Preet Kaur ("Kaur") was qualified by the Hearing Panel as a handwriting expert in examining documents, notwithstanding her lack of affiliation with handwriting analysis certifying organizations in Canada, the UK and the USA.

The Hearing Panel considered Kaur's Ph.D., and specialization in computer manipulated documents, as relevant to the issues in this hearing. Her specialized training, plus experience in India in the analysis of handwriting samples, and her prior experience as a qualified expert in Canadian cases, qualify Kaur as an expert witness in this case.

In making its decision to admit Kaur as an expert witness, the Hearing Panel considered the test set out in *R. vs. Mohan* [1994] 2 SCR 9 and concluded that the *Mohan* criteria: (1) relevance; (2) necessity in assisting the trier of fact, (3) absence of an exclusionary rule, and (4) a properly qualified expert was met.

A handwriting analysis opinion is relevant to the issues in this hearing; and the Hearing Panel requires the assistance of an expert. There was no exclusionary rule to prevent Kaur from being qualified as an expert. The evidence given indicated that no Canadian regulatory body certifies handwriting experts; and that affiliation and/or certification with an organization that offers handwriting certification is optional, not mandatory, for handwriting analysts. Kaur's lack of such affiliations is not a determinative factor to reject a properly qualified handwriting expert. Kaur was accepted as an expert in this case.

Evidence of Expert Witness Dr. Shabnam Preet Kaur

Kaur's affirmed testimony was that:

Her September 10, 2021 report was created on the basis of comparison sample signatures, along with the three signatures in question.

She opined that the comparison signatures were created by the person who wrote the "question" signature on the Higrade Inc. letter and Higrade Inc. paycheques. Kaur examined the individual signatures, their slant, their line quality, the individual features of each signature, the natural radiations of all comparison signatures and all question signatures, the placement of the signature on a base line, the size of the signature and the distance of letters within signatures. Her opinion was that after analyzing the comparison samples, and the question signatures, the comparison signatures and the question signatures were written by the same person.

Kaur testified that by juxtaposing one comparison signature that was randomly selected, over a randomly selected "question" signature, she was able to examine pen movement and how the signatures are placed, in relation to the base line. Despite variations, she observed that the elongated loop of the letter "G" and nature of curvature is similar; and in the terminal part of both signatures, there is a hook formation. Due to slight variations between the two signatures, she concluded they were not copies of one another. She observed that the Letter S in the comparison signature showed curvature in that terminal stroke; this feature also appeared in the "question" signature.

Kaur's opinion was that the comparison samples were of sufficient quality to compare with the "question" signatures. She did not find any sign of disguise or distortion, such as slow movement, that would occur if the signatures were drawn by someone trying to disguise their handwriting. Her opinion was that the writer of the signatures Q1, Q2 and Q3 is also the writer of comparison signatures C11, C12, and C13, all of which belong to Licensee Singh, G.

Kaur also compared different features: e.g., the pen pressure used to create the signature in Q1 was even throughout, and the same pen pressure was used to create the signature of C1. The hook present in the last section of the terminal stroke of the final letter on question signature Q1, also existed in comparison signatures C1, C2, C5 and C10. She considered the "hook" typical of the signature of the writer. C1, C3 and C4 also had similar characteristics of angularity, connecting strokes to the angularity, and connecting strokes of question signatures. Kaur expressed the opinion that both

the "question" signatures and the comparison signatures were written freely; they were not the result of slow drawing.

Because the hearing of Case 009891 was conducted concurrently with the hearing of the cases against Licensee Singh, G., Licensee [A.C] was given the opportunity to cross-examine Kaur; he declined.

On cross-examination, Kaur testified that:

The difference in signature Q2, when compared with the compressed signature on page 4 of her report, may have caused the compression to change, when cutting and pasting the signatures.

Comparison signature C1 shows a "dot" after the final letter; C2 also has the same "dot". C3, C4, C8, C10, and C11 all have "dots"; the same as Q2.

The loop on one signature was different than the question signature, and this difference was a factor that could be considered in analyzing the signatures.

Kaur disagreed that the terminal stroke has a curved hook, rather than a sharp hook, as on the other sample. Loop formation on the question signature appeared flat and sharp whereas on the comparison signature the hook appears rounded and dull. This feature exists in other samples, and was the differences was a result of natural variation.

Kaur disagreed that Q3 shows no terminal stroke with hook formation; that the formation is not visible in any of the other signatures that end with terminal hooks. C12 shows a terminal stroke that is similar as shown in Q3, even though they do not end in exactly the same manner, due to what was natural variation. C13 does not have a hook or a tail.

Kaur did not receive original signatures for analysis, only digital copies. On redirect, Kaur testified that a digital signature can be as good as an original for comparison purposes; and in this case, the copies provided were "really good" for comparison purposes.

A person might make a different shaped loop stroke due to different pen quality, pressure applied to the paper, speed of writing. Q2 shows even pressure applied to the signature; and C1 also shows equal pressure. In comparing C1 and Q2, differences in pen quality and pressure were ruled out. The Q2 hook is also visible in some of the other comparison signatures: e.g., C1, and C9, both the result of natural variation.

The differences in "dots" was explained by looking at Q2 and C1, where the "dot" is present; but in Q1 and C4, not present; due to natural variation. Overall, the similarities across the comparison samples when compared with the "question" samples, outweighed any differences, to support her conclusion.

Another aspect used to assess the signatures involved super imposing one signature over another; this was done by super imposing the Higrade Inc. cheques against the Higrade Inc. letter. None of the comparison signatures were super imposed over the "question" signatures.

Q3 text, in the body of each cheque, was not compared with signatures, because Kaur was not provided with other documents that included handwriting samples for comparison purposes. Her conclusion regarding the signature comparisons would not have changed if she had been asked to compare handwriting samples, because signatures are only compared with signatures; signatures are not compared with handwriting samples.

Qualification of Kenneth John Davies

Kenneth John Davies was also qualified by the Hearing Panel as an expert in this case, based upon his credentials, experience in the analysis of handwriting, and his prior testimony as an expert in this field. The Hearing Panel also considered the *Mohan* test and concluded that the *Mohan* criteria was met and there was no exclusionary rule to prevent Davies from being qualified as an expert.

Objection to the Admissibility of Davies April 29, 2022 report

RECA's Counsel relied upon the rule in *Brown v Dunn*, as the basis for an objection to the admissibility of the April 29, 2022, expert report (Exhibit 102) issued by Davies. The objection was considered, and the Hearing Panel concluded that the April 29, 2022, Davies report was admissible because RECA knew of its existence, had timely disclosure of it, and had reviewed it with Kaur before RECA called Kaur as a witness.

Based on RECA's advance notice of the April 29, 2022 Davies report, the Hearing Panel concluded it would be procedurally unfair to Licensee Singh, G. to deny the admission of the substance of the April 29, 2022 Davies report. The April 29, 2022 Davies report was admitted, up to the top of page 6. The Summary of Conclusions of the "critique" portion of the April 29, 2022 Davies report was not admitted, so as not to offend the rule in *Brown v Dunn*.

The Hearing Panel made no assumptions at this stage of the hearing regarding the weight, if any, to be given to the April 29, 2022, Davies report. In its deliberations, the Hearing Panel preferred to give more weight to the Kaur report, than the Davies report.

Motion to recall Expert Witness Dr. Kaur

RECA's counsel moved that expert witness Dr. Kaur must be recalled, so as not to offend the rule in *Browne vs Dunn (1893) H.R. 67 H.L.*, being that a cross examiner cannot rely on evidence that is contradictory to a witness's testimony, without putting the evidence to the witness, so that the witness can justify the contradiction.

RECA's position was that by Licensee Singh, G. relying on the April 29th report of expert witness Davies; that Dr. Kaur should have an opportunity to be recalled and questioned about her opinions, relating to the issues that RECA could not have anticipated, as arising from the April 29th expert report. Counsel for Licensee Singh, G. opposed the application on the basis that he cross-examined Dr. Kaur on the points in the April 29th report; and the report was admitted by consent of the parties, in advance of the hearing.

The Hearing Panel declined to permit RECA to recall Dr. Kaur because there were no issues that RECA could not have anticipated, as arising from Licensee Singh, G.'s reliance upon the

April 29th report. It would be procedurally unfair to allow attempts by RECA to raise evidence by recalling Dr. Kaur, when that evidence should have been presented during Dr. Kaur's examination-in-chief, or by re-direct. There was no objection by RECA to the April 29th report being admitted as evidence; a copy had been sent in advance to RECA. RECA had plenty of opportunity to be alerted to the issues raised in the April 29th report; and RECA consented to its admission as evidence. Dr. Kaur had the opportunity to make answers when her credibility was attacked on cross-examination; and when Counsel for the Licensee, Singh, G. specifically cross-examined Dr. Kaur on the substance of the April 29th report. The motion was denied.

Evidence of Expert Witness Kenneth John Davies

Davies' affirmed testimony was that:

In reaching handwriting analysis conclusions, specific stroke characteristics are examined: e.g., formation, rhythm, sequence of strokes, pressure, external markings, and pen stroke quality and hook shape. An analysis of C4 indicates that the rhythm and line quality, plus the compression, show the signature was written by someone who normally writes it; and it is an authentic signature.

The comparison signature shows that it was written slowly and carefully, and with more compression, plus it is exaggerated and shows a slower, more even pressure, to try to produce a signature that represents the authentic signature. The tail and hook on the comparison signature differ from the "question" signature. The "question" signature does not exhibit signs of authenticity; it is a forgery.

The "question" signature shows even pressure, in creating the hook at the end of the signature; whereas, in the authentic signature, there is variation in the hook and tapering of the stroke and it was less conscientious, in its creation. The angle of the hook in the "question" signature differs from the angle in the authentic signature. The "question" signature is not spontaneous, as would naturally occur with an authentic signature.

His May 18, 2022 report (Exhibit 103) relied upon the exhibits contained in Kaur's report, to form his opinion. He examined 9 "question" signatures. Signatures C7, C8, C12 and C13 contained in Kaur's report did not qualify for examination, due to their lack of clarity and completeness.

The 9 signatures examined were used to establish Licensee Singh, G.'s signature writing "habit". Q1, Q2 and Q3 were examined to characterize those signatures. They were compared with Licensee Singh, G.'s 9 characterized signatures, to determine the authenticity of Q1, Q2 and Q3.

He applied a standard, or degree, of probability, using a scale, to express the confidence of his analysis. There is a reasonable probability (60% to 70% likelihood) that the Q1 signature is not Licensee Singh, G.'s signature. Q1 presented significant horizontal compression, in contradiction with the authentic signatures.

Q2 shows more even pressure, and a deliberately terminated hook stroke; strongly suggesting a high degree of probability (70% to 80%) that it is not Licensee Singh, G.'s signature. Q2 shows the same deliberate production as Q1.

Q3 shows a more undulating terminating stroke, with a rounded counterclockwise hook, that is not represented by, and is contradicted by, the sample signatures. There is a reasonable probability that the signature is not that of Licensee Singh, G. because the terminating stroke is completely out of character and shows heavier pressure to the bottom of the curved stroke, when compared with the authentic signature.

On cross-examination, Davies testified that:

There is no ideal sample size for an opinion of this nature; but if originals were provided, it might suffice to have fewer of them, than with copies. He only relied upon the signatures in Kaur's report. His opinion might have been stronger, if he had received original documents. Different pens would not account for variations within the signature. The position of the document when signing is not a factor to account for variations of slant; but, it might account for a different slope of the signature.

Weighing and Acceptance of the Expert Reports

In weighing the expert evidence, the Hearing Panel finds that, on the balance of probabilities, Kaur's report is more reliable than Davies' report. The Hearing Panel gives more weight to Kaur's report because her analysis was more detailed, considered more factors, and accounted for variations, in analyzing the comparison and question signatures, and in justifying her opinion. In contrast, Davies did not opine regarding the likelihood of variations within each of the question samples and the comparison samples. Also, Kaur's opinion was definitive in terms of her probability of accuracy, whereas, Davies expressed a probability, as to the correctness of his opinion, regarding each "question" signature.

The Hearing Panel considered that even though the experts opinions differ, after having taken into consideration all the details in the reports, the Hearing Panel concludes that on the balance of probabilities, Kaur's opinion that the same person signed the comparison signatures, as who signed the cheques and Higrade Inc. letter, is more likely correct than Davies's opinion. The Hearing Panel accepts Kaur's opinion that the "question" signatures were made by the same person as the comparison signatures, despite natural variation. Given Licensee Singh, G. was the person who made the comparison signatures, the Hearing Panel concludes that the person who made the signatures on the Higrade Inc. cheques and Higrade Inc. letter, was Licensee Singh, G.

Evidence of Witness [R.B] re Case 010371 – [H.S] & [Y.L]

RECA Conduct Review Officer [R.B] ([R.B]), gave affirmed testimony that:

RECA received complaint #1126 (Exhibit 52) from [H.S] ([H.S]), [Y.L] ([Y.L]) alleging that unbeknownst to them, "[S.M]", of Rohit Group, received false documents (Exhibit 52), including a June 4, 2019, mortgage pre-approval letter issued on their behalf, from Licensee, Singh, G. A Builder/Realtor Co-operation form had been registered on May

22, 2019, between Rohit Savanna Saddleridge Ltd. (Rohit), Licensee Singh, G., [H.S] and [Y.L]

Exhibit 52 included a waiver of the conditions required to complete a home purchase between Rohit, [H.S], [Y.L] and [R.L] ([R.L]) One of the allegedly false documents was an undated employment reference letter from Jugo Juice, regarding [R.L] and a June 4, 2019 First National Financial LP approval letter relating to [H.S] and [Y.L], from [A.S], confirming pre-approval of mortgage #7207444. Exhibit 52 included text messages between Licensee Singh, G. and [H.S], regarding the employment letter for [R.L].

An email dated January 30, 2020 from [H.S] to Licensee Singh, G., included the following attachments: an employment reference letter on Jugo Juice letterhead for [R.L], an Immigration and Citizenship Canada study permit for [R.L] showing a date of birth of "June 23, 1999", a text message with a credit score for [R.L], a text message from Licensee Singh, G. to [H.S] dated January 31, requesting the arrangement of all paperwork without delay, a Service Canada document for [R.L], a study permit for [R.L] and an email from [S.M] of Rohit, that states "...the mortgage broker sent the attached fake approval letter ..."

On February 8, 2020, an email was issued by [H.D] (aka [H.S]) to Licensee Singh, G., stating that the purchasers were no longer doing their home mortgage with Licensee Singh, G., "As we lost the trust in you..."

A March 30, 2020 letter was also issued by Rohit "to whom it may concern"; stating that [H.S] and [Y.L], were to close their home purchase transaction on a specific date; however, the purchasers no longer wanted their mortgage professional to represent them, thus resulting in delay on closing and additional interest charges.

On June 16, 2020, an email was issued by RECA to Licensee Singh, G., together with a Notification of a Professional Conduct Hearing (Exhibit 53); and to [D.W] ([D.W]), Broker (Exhibit 54); to [M.R.A] ([M.R.A]), Broker (Exhibit 55), [H.S] and [Y.L] (Exhibit 56).

On July 1, 2020, [D.W] provided his response to the RECA hearing notice (Exhibit 57). [D.W]'s response included: an email sent by Licensee Singh, G. to [D.W], forwarding an email from Rohit, indicating that Licensee Singh, G.'s commission for the [H.S] and [Y.L]. Rohit purchase will not be paid, due to allegedly fraudulent documentation.

On July 15, 2020, [Y.L] provided an email to RECA with documents that were provided to her and [H.S] from Licensee Singh, G. (Exhibit 58). An email dated June 6, 2019, from Licensee Singh, G. to [H.S] and [Y.L], included an Equifax credit report.

Witness [R.B]'s evidence included a review of the document edit history for the First National letter. The document edit history (the "panes analysis" demonstrated that:

1. The June 4, 2019, date of the First National letter was originally June 1, 2019, and another date change had also been made to the letter;
2. The party names had been changed from [S.S.K] to [Y.L],[R.L];
3. The mortgage numbers had been changed; and
4. The comments section had been altered.

On August 13, 2020, [M.R.A] also sent documents to RECA (Exhibit 59), including an email confirming the mortgage did not fund because the work permit for [R.L] did not appear to be authentic. [M.R.A]'s email included a copy of an employment reference letter from Jugo Juice as had been provided for [R.L] dated February 10, 2020. The February 10, 2020, letter differed from the prior undated Jugo Juice letter.

The original work permit for [R.L] showed a June 23, 1990 date of birth; this date differed from the June 23, 1999 birth date stated on [R.L]'s work permit as provided by Licensee Singh, G. There were also other text bolding and text clarity discrepancies between the two work permits.

[R.D], First National Director, provided a November 5, 2020 email to RECA (Exhibit 60) stating that neither [R.L]. nor [H.S]. had qualified for a mortgage, nor did First National employ a person named [A.S].

[S.C]'s ([S.C]) licensing history (Exhibit 61) was entered as evidence, along with an audio interview (Exhibit 62B) of [S.C], conducted by [R.B]. The audio interview related to Licensee Singh, G. During the audio interview, [S.C] informed [R.B] that:

On or about February 3, 2020, [H.S]. and [Y.L]. sought assistance, and a second opinion, from [S.C] regarding mortgage funding for their Rohit home purchase. They were concerned by what appeared to be a fake First National mortgage approval letter. [S.C] met with [H.S] and [Y.L]. about six times. [S.C] noted document discrepancies that are not typical of a genuine First National mortgage approval letter. Those discrepancies were: paragraphs were poorly punctuated, punctuation was out of place, there were missing capital letters, the format was not typical of a First National condition free letter issued 9 months before closing, an old application number that had already been funded by First National was used, the account name did not match the Buyer names, and the signator of the First National mortgage approval letter was not a First National employee.

[S.C] noted that Licensee Singh, G. had not "pulled credit nor checked income". [S.C] alleged to [R.B] that Licensee Singh, G. had overlaid the First National details onto a pre-existing First National letter that had been funded years earlier. [S.C]'s files held correspondence between Licensee Singh, G. and the builder, Rohit, wherein Licensee Singh, G. forwarded the false First National letter to Rohit.

[S.C] was retained as mortgage broker for [H.S] and [Y.L]. [S.C] found they did not qualify for mortgage funding; they required a greater down payment. [S.C] was informed by [H.S] and [Y.L], that [R.L] had been added to the mortgage approval by Licensee Singh, G. even though [R.L] was unemployed.

When [S.C] asked many questions about employment and immigration status, [H.S] and [Y.L] stopped using [S.C]'s services to obtain funding. [H.S] and [Y.L] obtained mortgage funding from Lendwise. [S.C] informed [R.B] that Licensee Singh, G. also required the buyers use his services to purchase RSP's, to qualify

for a mortgage; and Licensee Singh, G. required a \$1,000 payment from [H.S] and [Y.L] to receive the falsified documents required, to qualify for mortgage funding.

[S.C] noted during his interview with [R.B], that as a professional holding two licenses (realtor and mortgage broker), fraud is very serious because it affects trust in the industry; and puts clients at high risk. [S.C] indicated that the advantage to Licensee Singh, G. would be that Licensee Singh, G. would gain two commissions, if the false First National letter was accepted by the Builder, which, in this case, it was not accepted.

Immigration Canada responded to [R.B]'s request (Exhibit 67) regarding the authenticity of the [R.L] work permit sent from Licensee Singh, G., by confirming that the work permit was not in their system; and that the [R.L] work permit number ending xxx957 had been issued to [P.S] (Exhibit 68).

[R.B] Evidence Case 009089 – [R.K] and [R.A]

[L.R]'s original complaint (relating to [R.K] and [R.A]) to RECA was closed, due to lack of evidence; but it was reopened after further investigation by RECA, using the panes analysis. The evidence in support of the complaint (Exhibit 91) includes an email dated February 19, 2019, sent at 2:30 p.m. by Cornerstone ZLL Sales Centre, to Licensee Singh, G., who was acting in his capacity as a mortgage advisor. The February 19, 2019 email stipulated that a signed letter was required to confirm that "all conditions have been met" for [R.K] and [R.A] plus an insurance reference number was needed.

[R.B] interviewed [J.F INC] employee [L.R] ([L.R]) who confirmed that a [J.F INC.] sales manager, [M.K] ([M.K]), noticed that the First National letter did not appear authentic; and that if such a letter was sent by a broker to a builder, the broker would benefit because it shows that a mortgage approval was obtained from a lender. [L.R] noted that #***3804 on the First National approval letter for [R.K]and [R.A] did not match the customer number for the property in question.

During his audio interview with [R.B], [L.R] indicated that [M.K] asked him to look at the First National letter received from Licensee Singh, G. on behalf of [R.K] and [R.A]. [L.R] informed [R.B] that his training alerted him to the false nature of the First National letter, and [M.K] made unsuccessful attempts to verify with [A.S], the contents of a First National letter, relating to [R.K] and [R.A]'s mortgage. [M.K] informed [R.B] that Licensee Singh, G. sent him a February 28 email from [A.S], stating the [R.K] and [R.A] mortgage was approved, at an unconfirmed interest rate. (Exhibit 90B).

[R.B] contacted First National staff member, [R.D], on January 7, 2021 (Exhibit 93), about the authenticity of the First National letter issued for [R.K] and [R.A]. [R.D] responded that the First National letter citing mortgage # xxx804, did not belong to [R.K] and [R.A].

[R.B] Evidence Case 011302 – [S.K.K] & [S.S.K]

[D.W] ([D.W]) also confirmed that the name "[A.W]" was the name on an original First National letter (Exhibit 69) that was in Licensee Singh, G.'s files; along with a mortgage

application and credit bureau report for [A.W]. The [A.W] materials named Licensee Singh, G. as the agent for [A.W] (Exhibit 70).

[R.B] confirmed with [M.R.A] that by virtue of documents included in Exhibits 72 and 73, [S.K.K] ([S.K.K]) & [S.S.K] ([S.S.K]) were clients of Licensee Singh, G. (Exhibits 72 and 73). [S.K.K] & [S.S.K] had also entered into an Offer to Purchase with Rohit. Licensee Singh, G. was [S.K.K] and [S.S.K]'s realtor for the Rohit home purchase, and their agent on their Mortgage Application. [S.K.K] & [S.S.K]'s purchase was also the subject of a false mortgage approval letter issued by First National, signed by "[A.S]" (Exhibit 79), and sent to Cornerstone ZLL Sales Centre on February 19, 2019 (Exhibit 81). On February 28, 2019, at 2:51 p.m. Licensee Singh, G. emailed [M.K], asking if the approval letter for [S.K.K] & [S.S.K] was "good enough for you to remove the conditions". The second First National approval letter cited Mortgage approval number ***3804; that upon verification with First National, proved to be false. The First National letter issued on behalf of [S.K.K] & [S.S.K] also included a CMHC reference number that appears to have been altered and was not assigned to [S.K.K] & [S.S.K]. It cites a \$425,000 mortgage approval amount.

[R.B] Evidence Case 009089 [R.K] & [R.A]

[R.B] interviewed [J.F INC] employee [L.R], who confirmed that [J.F INC] sales manager, [M.K], noticed that the First National letter did not appear authentic; and that if such a letter was sent by a broker to a builder, the broker would benefit because it shows that a mortgage approval was obtained from a lender. [L.R] noted that #***3804 on the First National approval letter for [R.K] and [R.A] did not match the customer number for the property in question.

[R.B] Evidence Case 010661 – [A.C]

RECA relied upon [R.B]'s evidence, as given in *RECA v. Chaudhri Case: 009891*, with respect to the complaint in Case 010661, regarding [A.C] ([A.C]). RECA's position was that despite Licensee Singh, G. being aware that his company, Higrade Inc. had never employed [A.C], nor had Licensee Singh, G. ever spoken to, nor met, [A.C], Licensee Singh, G., forged documents for real estate associate and [L.A.C] (Chaudhri, A), in support of the [H.S] and [A.C] mortgage application. [L.A.C] appeared as a witness in case 010661.

The relevant and material evidence from case 009891, relied upon by RECA in case 010661 was that:

Singh, G. is an industry member (Exhibit 11), who was originally licensed by RECA on August 13, 2013; and who is currently suspended. Exhibit 11 shows Licensee Singh, G.'s phone number as identical to the phone number stated on the Higrade Inc. employment letter. The licensing history for Licensee Singh, G. (Exhibit 11) also cited Licensee Singh, G.'s residential address as the same, as the address stated on the Higrade Inc. employment letter.

RECA issued a September 4, 2019 (Exhibit 12) letter to TD. TD responded on September 23, 2019 by confirming the Canada Trust account number

*****7674 belong to Higrade Inc., and the TD account is operated by Licensee Singh, G. TD supplied proof of the signator for account xx674 as Higrade President and as Licensee Singh, G. As of September 23, 2019, the TD account was not closed.

On Friday September 5, 2020, RECA provided an email notice to Licensee Singh, G. of a professional conduct review (Exhibit 15) relating to case 010661.

Licensee Singh, G. is a licensee at [M.R.A]'s brokerage. The licensing record for Licensee [M.R.A] (Exhibit 16), shows that on September 25, 2020, [M.R.A]'s brokerage was advised by RECA email (Exhibit 17) of Licensee Singh, G.'s professional conduct review.

Licensee Singh, G. is a licensee of [D.W]'s brokerage. The licensing record for Licensee [D.W] Exhibit 18), shows that on September 25, 2020, Wong's brokerage was advised by RECA email (Exhibit 19) of Licensee Singh, G.'s professional conduct review.

On September 28, 2020, Licensee Singh, G. replied in writing (Exhibit 20) to RECA's request for responses concerning the allegations set out in Licensee Singh, G.'s professional conduct notice. Licensee Singh, G.'s response acknowledged a collegial relationship with [L.A.C] since 2015.

Analysis of Witness [R.B]'s evidence

The evidence of [R.B] and the interview of [S.C], was convincing; with no omissions, evasiveness, lack of recollection or reason for [R.B] or [S.C] to be untruthful. Although [R.B] was criticized by Counsel for Licensee Singh, G. for not following every lead in these cases, and for presenting evidence that only supported RECA's position against Licensee Singh, G., there is no evidence that [R.B] failed to conduct a fair investigation or that he had a duty to investigate every possible new complaint, that might arise from the investigation.

Evidence of Witness [H.S]

Witness [H.S] gave affirmed testimony that he was introduced to Licensee Singh, G. in May 2019, when he and his wife were first time home buyers. In December 2019, he asked Licensee Singh, G. to start the procedure to apply for a mortgage. In February 2020. Witness [H.S] went to Licensee Singh, G.'s office to show him the original documents that he understood were required to obtain a mortgage. Witness [H.S] testified that he was advised by Licensee Singh, G. that due to their Equifax credit score, Witness [H.S] and his wife [Y.L] needed to sell assets and add his sister-in-law, [R.L]. to the mortgage application, even though [R.L] was unemployed. Witness [H.S] testified that he realized the creation of false work papers was wrong; and as a result, he decided not to continue with the services of Licensee Singh, G. The following documents were entered as evidence:

An original job letter relating to Witness [H.S].'s sister-in-law [R.L]

The Waiver of Mortgage Conditions signed by Witness [H.S] on June 4, 2019.

A First National Letter that was provided to Witness [H.S] by the home builder's staff; and that had been provided to the home builder by Licensee Singh, G.

Client Declaration signed by Witness [H.S] on May 22, 2019.

An email dated February 9, 2020, that was sent from Witness [H.S] to terminate Licensee Singh, G.'s services.

Witness [H.S] did not recall receipt of a February 9, 2020, letter from Rohit's Communities sales manager (Exhibit 58, Sub-exhibit 15). Upon further questioning, Witness [H.S] testified that he received it; and the letter had been issued in response to Mortgage Agent [S.C]'s concerns about the [H.S] mortgage application process having been based upon false documents.

With respect to Exhibit 56, Witness [H.S] testified that an email was issued by him, to RECA that included a credit score for his wife [Y.L] that he sent to Licensee Singh, G. He received a text on January 31, 2020, from Licensee Singh, G. asking Witness [H.S] to arrange all the papers for the mortgage. In response, Witness [H.S] sent Licensee Singh, G. his sister-in-law's SIN number and work study permit, showing her date of birth as 1999-06-23.

Upon cross-examination Witness [H.S] testified about his education as stated on his Resume. He qualified that his Resume was a "little bit accurate" with reference to computer skills; and when questioned again about the accuracy of his Resume, confirmed that it was accurate. Upon further cross-examination Witness [H.S] was defensive and argumentative about the accuracy of his Resume, and his reasons for including exaggerated information on it. Witness [H.S] also denied knowledge of skills that Witness [H.S] posted on his LinkedIn page. He was argumentative and evasive a second time about details on his LinkedIn page.

Witness [H.S] confirmed his signature on a home purchase contract and the payment arrangements for the home purchase. His father was going to give him \$15,000 toward the home's price. Witness [H.S] received the \$15,000 by wire transfer. Witness [H.S] denied going to India before receiving the \$15,000 from his father. He went to India in November, 2019.

Witness [H.S] confirmed that the Rohit representative informed him about, and gave him, the First National letter in early June. He was aware that when he signed the home purchase contract on May 24th, that he required a mortgage to buy the home. The home price was \$363,000. When the mortgage pre-approval of \$363,000 was put to Witness [H.S], he did not respond to the fact that the mortgage financing was for the full amount.

Witness [H.S] did not notice the punctuation and other errors in the First National letter, until they were pointed out to him by [S.C]. He testified "that Singh, G. was a professional".

On May 24, 2019, Witness [H.S] believed Licensee Singh, G. would assist him to obtain a mortgage. He did not recall having a document stating that Licensee Singh, G. would

get him a mortgage; only a conversation that Licensee Singh, G. was going to approve the mortgage to help him buy the home. He testified that on June 4, 2019, he sent a screen shot of his Equifax report to Licensee Singh, G.

In early June 2019, Rohit informed Witness [H.S] of their mortgage pre-approval. Witness [H.S]. testified that he and [R.L] were shocked by the pre-approval, because they had not been informed by Licensee Singh, G. of their pre-approval. They did not do anything about it, because they believed Licensee Singh, G., had arranged the pre-approval. Witness [H.S] denied attending at Licensee Singh, G's office in early June. He denied asking to use Licensee Singh, G's computer. On these points, Witness [H.S] was clear and gave his testimony without hesitation; the Hearing Panel accepts his evidence as credible on this point.

At the end of January 2020, and the start of February 2020, Witness [H.S] went to Singh, G's office twice, for mortgage papers. He gave Licensee Singh, G. his bank statements, [Y.L]'s work permit, and a job letter. On these points, Witness [H.S] sounded defensive because he gave elaborate answers to simple questions.

When the RECA complaint was put to him, Witness [H.S] acknowledged that in July 2020, his wife [Y.L] wrote the complaint, after the house purchased closed. They filed the complaint because "something was going to happen to themselves".

With respect to the Equifax Report dated May 25, 2019, Witness [H.S] could not recall that in May 2019, Licensee Singh, G. ordered their Equifax scores. He did not know if he was asked by Licensee Singh, G. for his Equifax password. On June 6, 2019, Licensee Singh, G. asked him about Equifax.

Witness [H.S] guessed that the employer wrote the Jugo Juice letter for [R.L]. He asked [R.L] to get the letter, to help him and [Y.L] buy the house. He denied writing the Jugo Juice letter. [Y.L] informed him that the Jugo Juice letter was from her employer.

Witness [H.S] did not answer when asked if a 2nd Jugo Juice letter dated February 5, 2020 (Exhibit 101) was obtained by him. Exhibit 101 shows incorrect grammar and punctuation, with several errors. Witness [H.S] denied knowing anything about the Jugo Juice letter that contained the errors. He acknowledged that a different letter was required. He recalled that at the 2nd visit to Licensee Singh, G's office, at end of January 2020, when Licensee Singh, G. wanted a 2nd letter that included a statement about [R.L]'s guaranteed hours of employment.

Witness [H.S] confirmed that as of February 5, 2019, Licensee Singh, G. was working on getting the mortgage for them. He did not recall signing a mortgage commitment letter with Licensee Singh, G.

Witness [H.S] was informed by [S.C] in late 2019 that the documents submitted to apply for their mortgage were fake. In May 2020, his complaint was submitted to RECA.

Evidence of Witness [Y.L]

Witness [Y.L.] gave affirmed testimony that she is employed at a dental company call centre. She was aware that Exhibit 51, at page 521, was her sister, [R.L.]’s job letter. She signed a Waiver of Conditions on June 4, 2020 (Exhibit 42). A Rohit staff person gave her a printed copy of a First National mortgage pre-approval letter. May 22, 2019 was the date of an agreement with Rohit, wherein Licensee Singh, G. was named as realtor. She and [H.S] received the Rohit letter (Exhibit 51, page 568), that summarizes the impact of a delayed possession date for the Rohit home purchase. February 20 or 23rd, 2019 was the possession date. [Y.L.] and [Y.L.] were tense about the mortgage papers not having been done by the end of 2019.

Licensee Singh, G. assured them that there would be no prob[L.L] with the mortgage application; that Licensee Singh, G. had pre-approved their mortgage; but at the end of January, he wanted more documents. The mortgage approval was not arranged by Licensee Singh, G. because they needed to sell assets to qualify, and she and [H.S] did not have time to sell assets. [Y.L.] was present when Licensee Singh, G. informed them of the need to sell assets.

An undated Jugo Juice employment letter was issued for her sister, [R.L.] who had a study permit, as included in Exhibit 58.

On cross-examination, Witness [Y.L.] gave evidence that:

On May 24, 2019, she signed the Offer to Purchase Agreement for the Rohit home. She understood the payment arrangement required a mortgage. Licensee Singh, G. assured her and her husband that Licensee Singh, G. would do the mortgage. She was present when that conversation occurred.

Later in her testimony, [Y.L.] did not recall being present for that conversation. [Y.L.] and [H.S] sent their emails when they were together, by using her email ID.

On May 25, 2019, an Equifax report was generated by [Y.L.]and [H.S], the exact date of which cannot be recalled. She sent it via WhatsApp to Licensee Singh, G.

In early June, 2019, [Y.L.] did not go to Licensee Singh, G’s office. [Y.L.] saw the First National letter when she met with Rohit’s representative in early June. They gave a \$3,000 deposit, and knew a mortgage was required. They did not know they needed a pre-approval of a mortgage. They expected Licensee Singh, G. to help with the mortgage.

[Y.L.] and her husband, [H.S] went to India for their traditional wedding, and upon their return, [H.S] started asking for mortgage documents. Two letters were required from Jugo Juice because one letter did not state “20 hours guaranteed”. Licensee Singh, G. said they needed a job letter with pay stubs. [Y.L.] could not recall where the conversation with Licensee Singh, G. occurred. [Y.L.] recalled going to Licensee Singh, G.’s office twice in January 2020, to discuss the mortgage and the documents required for the mortgage. [Y.L.] gave Licensee Singh, G. her husband’s job letter and pay documents.

[Y.L.] had no recollection of a January 29, 2020, Lendwise Mortgage Commitment letter or Lendwise mortgage approval. [Y.L.] recognized her initials, and signature, plus those of her husband, [H.S]. on the Lendwise letter but [Y.L.] repeatedly denied having knowledge of the Lendwise document or signing the Lendwise document. Witness

[Y.L] declined to confirm the initials and signatures of her husband, [H.S] and sister, [R.L].

Analysis of Witness [Y.L]'s evidence

[Y.L]'s evidence was given in a forthright manner. There was no evidence presented to raise doubt as to her sincerity, truthfulness, and honesty; other than not recognizing the Lendwise mortgage application that contained what purported to be her signature; and those of her husband and sister.

Evidence of Witness [R.L]

Witness [R.L]'s affirmed evidence was that she knew Licensee Singh, G. through an introduction by her sister, [Y.L] and brother-in-law, [H.S], the date of which she could not recall. [R.L] did not recall the date when a Jugo Juice job letter was issued (Exhibit 58). [R.L] had a study permit that allowed her to work 20 hours per week. [R.L] recalled attending Licensee Singh, G.'s office, once, in the wintertime. [R.L] did not recall signing a Lendwise mortgage application (Exhibit 71) or any documents. She acknowledged that the initials on the Lendwise document, and signature, were similar to her initials and signature; but [R.L] could not confirm the initials and signature were hers nor recall signing the Lendwise document. [R.L] could not verify if the signatures of [Y.L] and [H.S] were their signatures, as shown on the Lendwise mortgage application.

[R.L] was aware of her documents, and in particular, a job letter that would help her sister, [Y.L] and brother-in-law, [H.S] qualify for a mortgage. [R.L] recalled one job letter being issued: not a second job letter. [H.S] requested the job letter, and [R.L] requested it from her employer, Jugo Juice. Her employer emailed her the Jugo Juice job letter; and she sent it to her brother-in-law [H.S] by WhatsApp or email. [R.L] was aware the letter would be sent to Licensee Singh, G. in support of the mortgage application. [R.L] could not recall if there had been an earlier letter; or that her brother-in-law, [H.S], wanted a more detailed letter.

Evidence of Witness [S.C]

Witness [S.C] ([S.C]) affirmed that his occupation is mortgage agent. At the request of walk-in clients [H.S] and [Y.L]. he delivered an opinion to them, regarding their mortgage application approval process with Licensee Singh, G. [S.C] identified issues relating to their lack of down payment, lack of employment, lack of a credit check, and being non-residents.

Witness [S.C] confirmed with [H.S] and [Y.L], that they received a First National letter from Rohit; relating to their home purchase. [S.C] also confirmed with Rohit employee "[S.M]", that Rohit received the First National letter from Licensee Singh, G., as an attachment to Licensee Singh, G.'s June 4, 2019, email to Rohit (Exhibit 58).

In his 18 years of experience, [S.C] had never seen a First National letter (Exhibit 64) that was missing so much pertinent information, and that included spelling errors, typographical errors, format inconsistencies and incorrect use of capital letters. [S.C] verified with First National that the account number cited on the First National letter had been issued to another mortgage applicant years earlier, and not to [H.S] and [Y.L]. [S.C] confirmed with First National that [A.S]

was not employed by First National. [S.C] notified RECA about the First National letter by email, on December 2, 2020 (Exhibits 64 and 65).

Pursuant to an objection from Counsel for Licensee Singh, G., Witness [S.C]’s evidence regarding the contents of the First National letter was admitted not for the truth of the contents of the First National letter, but for the truth of what Witness [S.C] believed to be true, about the First National letter.

On cross–examination Witness [S.C] confirmed that [H.S] and [Y.L] informed him about their Lendwise mortgage at their first meeting with him. [S.C] denied that during February 2020 [H.S] and [Y.L] informed him that they had signed a Lendwise mortgage. A Lendwise signing could not have occurred, because as of February, the Lendwise mortgage was not approved. [S.C] was unaware of false First National documents “floating around the industry”. [S.C] did not communicate with Licensee Singh, G., nor did he view any texts between [H.S] and Licensee Singh, G. [S.C] was informed by [H.S] that Licensee Singh, G. required a payment of \$1,000 from them, to obtain the immigration document in support of their mortgage.

On redirect, Witness [S.C] confirmed that his first contact was with [Y.L] on February 8 or 9, 2020; and his second contact was with [Y.L] and [H.S] On February 19, 2020. [S.C] was granted their permission to do a mortgage application. [S.C] normal practice was not to pull a credit report until the broker consent form was signed by the clients.

Evidence of Witness [M.R.A]

Witness [M.R.A] ([M.R.A]) gave affirmed evidence that he was a mortgage broker, and holder of Licensee Singh, G.’s license. He received an email (Exhibit 55) and responded via email (Exhibit 59) to RECA Conduct Review Officer [R.B], to a request for information relating to the authenticity of a work permit and other documents issued in Case 010371 ([H.S], [Y.L] and [R.L]). He called Licensee Singh, G., who confirmed the documents were accurate. Witness [M.R.A] sent additional information to Conduct Review Officer [R.B] relating to Licensee Singh, G.’s files with [A.W], [P.S], and [S.K.K] in Case 011302, and Case 009089 ([R.K] & [R.A]) in response to RECA emails (Exhibits 70, 73, 75, 83, 86, and 88).

On cross-examination Witness [M.R.A] confirmed that he was familiar with Licensee Singh, G.’s 40-50 mortgage files, English language skills and that Lendwise had requested Licensee Singh, G. continue with Lendwise mortgages until July 2020.

Evidence of Witness [D.W]

Witness [D.W] ([D.W]) affirmed that his occupation was real estate broker; and that Licensee Singh, G. was an associate with his brokerage two to three years ago. He received emails from RECA (Exhibits 57 and 69) and he sent replies to RECA with attachments, relating to transactions involving [S.K.K] and [S.S.K] (Exhibit 71), and relating to Case 009089 ([R.K] & [R.A]) (Exhibit 88). Some replies were sent by his manager, [K.M] (Exhibits 84 and 85). On cross-examination, Witness [D.W] could not confirm or deny if a careful writing style was typical of Licensee Singh, G.

Evidence of Witness [L.R]

Witness [L.R] ([L.R]) affirmed that his occupation was Manager, [J.F INC]. He filled out complaint forms on March 21, 2019 (Exhibit 79), based upon a false First National letter issued for [R.K] and [R.A]. [L.R] believed the First National letter was false because of an unusual 120-day approval timeline, rather than a normal approval time, and the use of an 8-digit approval number, rather than the usual 10-digit approval number. He exchanged a string of emails (Exhibits 80 and 81) with [J.F INC] employee [M.K], regarding the First National approval letter. [L.R] received a February 28, 2019, email from Licensee Singh, G., requesting removal of conditions. An August 28, 2019 letter from RECA indicated there was not sufficient evidence to proceed with Case 009089 ([R.K] and [R.A]); but RECA informed him by an email dated December 1, 2020, that it re-opened Case 009089.

On cross-examination [L.R] confirmed the need to keep accurate [J.F INC] records; but he did not validate the accuracy of a February 28, 2019, document stating "I've spoken to [A.S]", because at the time, he had no reason to doubt its accuracy. [L.R] noticed the First National letter was odd; and that his sales team do not normally receive more documents after a mortgage approval letter is received.

Evidence of Witness [L.A.C]

[L.A.C] ([L.A.C]) was called as a witness for Licensee Singh, G. Prior to commencing his affirmed testimony, [L.A.C]. acknowledged that he understood RECA had closed its case 009891 against him; and that he was testifying as a witness in RECA case 010661 against Licensee Singh, G., that related to [A.C] and her husband [M.S.C].

[L.A.C]'s affirmed testimony was that:

Licensee Singh, G. was not, "to his knowledge" involved in the production of false documents.

[L.A.C] was not present when the [J.F INC] mortgage application for [A.C] and [M.S.C] was completed.

[L.A.C] was present at the show home, when [L.L] offered a \$15,000 discount on a mortgage, if [L.L]'s services were employed by [A.C] and [M.S.C]; and thereafter, [L.L] and [M.S.C] were in constant contact with one another.

At some time between November 22 and November 30, [M.S.C] instructed [L.A.C] to forward mortgage application documents to [L.L]; and he did so, without verifying the mortgage application documents. He acted as a "mailman".

On November 25th, the date of which he could not recall, [M.S.C] asked him to help obtain an employment letter. [M.S.C] asked, and pleaded with [L.A.C], for the name of a company to include on the mortgage application, as [A.C]'s, employer.

He gave [M.S.C] the Higrade Inc. company name, company address and company phone number, along with the name of Licensee Singh, G.

On November 25 to 27, "the next day", [M.S.C] gave documents, including paystubs, to him ([L.A.C]), to send to [L.L].

Licensee Singh, G. was not aware that [M.S.C] was going to use Higrade Inc. information: nor did Licensee Singh, G. give Witness [L.A.C] permission to give Higrade Inc. information to [M.S.C].

[M.S.C] informed him that [M.S.C] was going to produce the documents, and that [M.S.C] had the IT expertise to do so.

He worked with Licensee Singh, G. for 5 years; and they knew one another but he had not been to Licensee Singh, G.'s business office; only to Licensee Singh, G.'s home office for tea.

There were no financial ties between [M.S.C] and Licensee Singh, G. There was no financial gain for Licensee Singh, G., due to Witness [L.A.C]'s acts, with respect to [M.S.C]'s and [A.C]'s home purchase and financing transaction.

[L.A.C] went to Singh, G.'s home for tea, and that is how he knew Licensee Singh, G.'s address.

After an adjournment to the next morning to allow Witness [L.A.C] to prepare for cross-examination by RECA's counsel, Witness [L.A.C] gave affirmed testimony that:

[M.S.C] filled out the mortgage application with [L.L], not with him.

[L.A.C] sent a November 27, 2018, email to [M.S.C], attaching the mortgage application forms and requesting [M.S.C] complete them.

When shown an email dated November 26, 2018 @ 6:13 pm (Exhibit 7) from him to [M.S.C], stating that Witness [L.A.C] sent mortgage application forms to [M.S.C]; and an email dated November 26, 2018 at 2:11 pm from [L.L] to [L.A.C], stating that mortgage forms were sent from [L.L] to [L.A.C], Witness [L.A.C] explained these emails by repeatedly testifying that [L.L] and [M.S.C] "got together", "they were in contact with one another" "that things changed" and "they did it together".

When shown an email dated November 27, 2018, from [L.A.C] to [L.L], stating that mortgage application and other documents were attached, he explained that email by stating that "he was just a messenger".

When shown a November 23, 2018, text sent from him @ 11:38 a.m. to [M.S.C], stating: *"Please text me [A.C]'s name. There is a good chance to get the letter done"*, Witness [L.A.C] became argumentative.

Witness [L.A.C] was cautioned regarding his obligation to answer the questions posed to him, to be concise in his answers, and to not speak over other people. During the continuation of his cross-examination, Witness [L.A.C] testified that:

[L.A.C] worked at the same brokerage as Licensee Singh, G. from 2017 to 2020; and at Urban Realty from May 2016 until August 2017, and at Discovery Real Estate from 2015 until 2016; and these records contradict his prior testimony.

On redirect, Witness [L.A.C] testified that:

Urban Realty and Discovery amalgamated, resulting in 2 different office locations.

[L.A.C] did not know if he and Licensee Singh, G. worked at the same physical premises.

Analysis of Witness [L.A.C]'s evidence

In Case 009891, [L.A.C], represented to RECA Conduct Review Officer [R.B], that [M.S.C]'s pleas for mortgage application form completion and documentation assistance motivated him to submit false mortgage documents to [L.L]. In Case 010661, he testified that [L.L] met "directly and constantly" with [M.S.C] The representation made in Case 009891, while not admitted for the truth of its contents, is admitted to demonstrate the inconsistency of [L.A.C]'s unsworn answers in Case 009891, and [L.A.C]'s affirmed answers, in Case 010661.

In Case 010661, [L.A.C]'s testified that [M.S.C] and [L.L] were interacting directly and constantly with one another. This testimony contradicts [L.A.C]'s testimony in the same case, wherein [L.A.C]'S role was merely that of a "mailman", whose purpose was to deliver [M.S.C]'s and [A.C]'s mortgage documents to [L.L]. If [M.S.C] and [L.L] were in direct and constant contact with one another, (which is not accepted by the Hearing Panel); then [M.S.C] would not need [L.A.C] to email documents to [L.L]. [M.S.C] It is more likely [M.S.C] would email documents directly to [L.L], rather than to [L.A.C], for forwarding to [L.L].

It was established in Case 009891, that the November 21, 2018, Higrade Inc. letter was issued on the same date as [L.A.C].s text, sent to [M.S.C], indicating "a letter could be done." When asked to confirm the date of the November 21, 2018, Higrade Inc. letter in Case 010661, [L.A.C] was evasive, did not answer the question directly, and cast the responsibility for the letter upon [M.S.C]

When asked to review the licensing history of Licensee Singh, G. and compare it with his licensing history over a five-year period, Witness [L.A.C] claimed that the fact that the documents showed they were at the same brokerage, was "misleading" information. The licensing history from May 4, 2016, to August 18, 2017, for Licensee Singh, G. and [L.A.C]. clearly showed that as at May 11, 2016 they were at the same brokerage, Urban Realty; and again from October 30, 2015 to May 11, 2016, they were both at Discovery Real Estate.

Witness [L.A.C] repeatedly failed to acknowledge that the documentary evidence contradicted his testimony: that he worked at the same location as Licensee Singh, G. or under the same brokerage. Also, Witness [L.A.C] could not recall if he worked at the same business office as Licensee Singh, G., yet despite no recollection of a working relationship, he was, for some unexplained reason, invited to Licensee Singh, G.'s home "for tea".

The November 27, 2018, email @ 11:00 a.m. from Witness [L.A.C] to [L.L] clearly states that Witness [L.A.C] sent the mortgage application, service agreement, employment letters, notice of assessment, paystubs and residential purchase contract to [L.L]. The witness's email also contradicts the witness's testimony that [L.L] and [M.S.C] "were in direct and constant contact" with one another.

The Hearing Panel finds that there was sufficient connection between Licensee Singh, G. and Witness [L.A.C], due to the overlap of brokerage relationships; and that [L.A.C]'s testimony that he did not have a business or personal relationship with Licensee Singh, G. is not credible. This conclusion is supported by the fact that Witness [L.A.C] had knowledge of Licensee Singh's company name, being Higrade Inc., its office address and who, as a corporate representative, would be the signator of a Higrade Inc. letter.

Evidence of Witness Ling [L.L]

Witness [L.L] ([L.L]) gave affirmed evidence that she was a mortgage associate with [J.F INC]. [L.L]'s testimony as given in Case 009891 was straightforward, clear and direct, with no hesitation or contradictions. There was no evidence of [L.L] gaining any advantage, of any kind, if she was untruthful. [L.L]'s evidence was accepted by the Hearing Panel as very credible, whereas Witness [L.A.C]'s evidence did not remain unshaken. Witness [L.A.C] changed or expanded his testimony; he could not recall, or recalled, different information when tested. [L.L] denies that any meeting with [M.S.C] occurred. The Hearing Panel prefers to give more weight to the evidence of Witness [L.L] over Witness [L.A.C] as to the involvement of [M.S.C] and how the false mortgage application was delivered to [L.L].

Evidence of Licensee Gagandeep Singh

Licensee Singh, G. gave affirmed evidence that:

He was licensed as an industry member in August 2013, educated in Canada since his immigration at the age of 11 years, and is a high school graduate.

His home office, and his Higrade Inc. office, are both located at [ADDRESS]. He shares the home with his mother, who is listed on the Higrade Inc. letterhead as office manager.

He practiced real estate at the same physical premises as Witness [L.A.C]

He did not conduct his real estate practice at the business office location; it was "always at home".

He has no familial relationship with Witness [L.A.C] He and Witness [L.A.C] met a couple times at his house for coffee, to share real estate ideas. He made him tea and left Witness [L.A.C] alone in the home office.

Higrade is a "small holding company".

His signatures, as used by RECA for expert analysis, were selected at random and are representative of his signature.

He has no familial, debt or business relationship with Licensee [M.S.C]. He did not know of [M.S.C]'s real estate purchase. He received no financial benefit from [M.S.C]'s home purchase. He denied giving [M.S.C] permission to use Higrade Inc. letterhead (Exhibit 104), nor did he pass the Higrade Inc. information to [M.S.C], for use on the [M.S.C] and [A.C] mortgage application (Exhibit 6). He did not recognize the handwriting on the mortgage application; nor did he fill out the [M.S.C] and [A.C] mortgage application.

He did not fill out the Higrade cheque stubs, and Higrade cheques #xxx20 dated October 15, 2018, and #xxx13 dated October 31, 2018. The handwriting was not his, nor his mother's. He did not sign the cheques, nor did he give anyone permission to sign the cheques.

Higrade Inc. cheques were used by him, to pay tradesmen.

Most of the Higrade Inc. cheques are kept in his home office. Some Higrade Inc. cheques were kept in his business office, located at World Financial Group in NE Calgary, because some tradesmen met him at his business office, seeking payment.

He had no explanation for how Higrade cheques #xxx13 and #xxx20 went missing. Their absence came to his attention when he was notified by RECA of the complaint. On September 23, 2020, after his interview with RECA Conduct Review Officer [R.B], he found cheques missing from the middle of his cheque book. He closed the account in March 2020.

On May 22, 2019, he signed, along with [H.S] and [Y.L], a Realtor Registration form (Exhibit 57).

He assisted with an Offer to Purchase (as included in Exhibit 52 – the RECA complaint) between [H.S], [Y.L], and [R.L] and Rohit Savanna Saddleridge Ltd., that was signed on May 26, 2019. He was present when the parties signed the home purchase agreement. They retained someone else for the mortgage.

On June 3 or 4th, 2019, he and a client were at his business office, when [H.S] and [Y.L] arrived at his office. They asked to use his computer to send a letter to Rohit. He and his client went to a different office. About 30-40 minutes later, [H.S] and [Y.L] were still using Licensee Singh, G.'s computer; they had letter on a USB stick. Licensee Singh, G. downloaded the letter to his computer. On June 4, he sent the letter to Rohit. He did not look carefully at the letter when he sent it. He denied that he would make spacing errors when preparing a letter. The letter cites an approval amount that does not include the down payment; the down payment should have been included.

He wrote the reply sent to RECA (Exhibit 20) in response to the [M.S.C] and [A.C] complaint; and he wrote the letter (Exhibit 86) in response to the [S.K.K] and [S.S.K] complaint, and before he was aware of handwriting analysis to occur in this case.

[H.S] asked Licensee Singh, G. to assist with mortgage financing; therefore, he requested [H.S]'s Equifax credit report, even though they had not entered into a business relationship. (Exhibit 58).

Licensee Singh, G. was aware of the [H.S], [Y.L] AND [R.L], possession date, but "nothing happened" regarding a mortgage, until the end of January 2020 when he received "last minute" instructions from [H.S] and [Y.L]. On January 30, 2020, and thereafter until February 5, 2020, [H.S] and [Y.L] continued to bring documents to Licensee Singh, G.'s office i.e., [Y.L]'s paystubs, [R.L]'s social insurance number, [R.L]'s study permit, and Scotiabank statements. Licensee Singh, G. had on his office desk documentation to get the mortgage done for [H.S] and [Y.L]. The Jugo Juice letter for [R.L] was sent to him

three times, to change the language from “approximately” 21 hours to “guaranteed” 21 hours. He also received more bank statements by text; and again, by hand delivery to him.

He requested documentation from [H.S] and [Y.L] to obtain funding. [Y.L] sent him work permit documents, and paystubs to ensure they were needed; then after he confirmed the documents were needed, the originals were brought to his office, at the beginning of February.

Later in his oral testimony, Licensee Singh, G. stated the documents were brought to his office as they were approved, and at multiple times. This discrepancy is inconsistent with the testimony of [H.S] and [Y.L], who testified they went to Singh, G.’s office once, not multiple times.

He obtained a Lendwise commitment for [H.S] and [Y.L] on January 29, 2020; that they signed on January 30, 2020. He explained all conditions to them, including the New to Canada Program work permit. He received and scanned [R.L]’s study permit; it was blurred. He also received [Y.L]’s and [H.S]’s work permit, scanned them and returned the originals to [H.S]; then he sent the scanned copies to the Lender. He did not offer to create a fake work permit for [R.L]. He did not notice font differences in the work permits, at this time.

On October 2, 2020, he sold a home to [P.S], who was a tenant of his parents’ home for one month. He did not have any dealings with [P.S], during the [H.S] real estate purchase.

On March 5, 2019, he submitted a mortgage application on behalf of [A.W], for a home purchase closing on November 28, 2019. The purchase was not arranged; no letter was issued from First National for [A.W].

He had no reason to question the content of a First National letter that he forwarded on behalf of another couple.

On cross examination Licensee Singh, G. testified that:

[H.S] used his office computer for 30 to 45 minutes, during the morning. He acknowledged that the editing history for the letter showed 4 edit changes that occurred during the evening at 9:00 pm., 9:02 p.m., 9:18 p.m. and 9:18 p.m.

His computer is password protected and the privacy of information and confidentiality of documents kept on his office computer is important; but he allowed [H.S] access to his password.

He kept Higrade Inc. cheques in an unlocked drawer. He denied leaving clients unattended in his office.

Analysis of Licensee Singh, G.’s evidence

Exhibit 65 shows that [S.C] sent a Credit Bureau View report from Equifax Canada Inc., dated December 2, 2020, for [Y.L]. The Equifax report shows a CIBC inquiry dated June 18, 2019. This evidence contradicts Licensee Singh, G.'s testimony that he was not retained as a mortgage broker for [H.S] and [Y.L]. until January 2020.

One of RECA's allegations is that Licensee Singh, G. created false documents while acting as a realtor for [H.S] and [Y.L]. The Hearing Panel finds that Licensee Singh, G. was providing realtor services on or about May 24, 2019, when he signed the commitment letter with the Buyers. Licensee Singh, G.'s services continued to January 20, 2020, when Licensee Singh, G. conducted a credit check; at that time, he was providing services to [H.S] and [Y.L]. in his capacity as a mortgage associate.

The Hearing Panel's conclusion is supported by Licensee Singh G. acknowledging in his oral testimony that he was acting as a mortgage associate for the Buyers as of January 20, 2020; and that the relationship terminated in May or June 2020 *"when he was under the impression, they were working with somebody"*.

January 29, 2020, 11:55 a.m. Lendwise mortgage commitment letter, lists 16 items for completion by the clients. The Lendwise mortgage commitment letter was obtained by Licensee Singh, G. on behalf of [H.S] and [Y.L]. Licensee Singh, G. gave evidence that *"of course he remembered them, and they signed all of them on January 30, 2020."* Licensee Singh, G.'s evidence on this point is contrary to the evidence of [Y.L]. and [R.L], both of whom acknowledged the signatures appeared to be theirs, but neither of whom could recall signing this document. The evidence given by [Y.L]. and [H.S] was that they attended Licensee Singh, G.'s office on January 20, 2020, not on January 30, 2020.

Licensee Singh, G.'s oral evidence was that he did not review [R.L]'s work permit at the time he submitted the mortgage application documents. However, the text messages from [H.S] demonstrate that a work permit for [R.L]. plus her social insurance number was sent to Licensee Singh, G. via text message. Licensee Singh, G. had the opportunity to review the work permit. He denied creating a fake work permit for [R.L]. and he denied offering to do it for money. Singh, G.'s denial is inconsistent with the evidence of [M.R.A], whose hearsay evidence was that Licensee Singh, G. required \$1,000 to create false documents for [H.S] and [Y.L]. Licensee Singh, G. admitted to arranging a mortgage with Lendwise for [S.K.K] and [S.S.K], to purchase a home built by Rohit Savanna Saddleridge Ltd.

During Licensee Singh, G.'s examination-in chief, Licensee Singh, G. frequently changed his answer, after hearing a follow up question from his counsel, that suggested a different answer. Licensee Singh, G.'s frequent adoption of answers suggested by leading questions during examination-in-chief, puts the reliability of his testimony in question.

Licensee Singh, G. had the opportunity to testify as to whether he had, or has, a financial or business relationship with Witness [L.A.C], but he limited his answer only to a family relationship. Licensee Singh, G.'s omission of evidence as to the full nature of his relationship with [L.A.C] raises doubt as to the completeness and full truthfulness of Licensee Singh, G.'s answer.

Licensee Singh, G.'s evidence that he invited Witness [L.A.C] to his home several times to discuss real estate matters, and that he served him tea and coffee, contradicts the evidence of Witness [L.A.C]. Witness [L.A.C] testified that he was invited once to Licensee Singh, G.'s home, where he was served tea, and that he was invited for social reasons, not for business reasons.

It is also inconsistent that if Higrade Inc. was a small holding company, as testified by Licensee Singh, G., that a small holding company would have an employment verification letter template. The Higrade Inc. employment letter template was used as the basis for the [M.S.C] and [A.C], false employment letter, in support of the mortgage application.

The Hearing Panel also finds it inconsistent that if Higrade Inc. is a small holding company, as affirmed by Licensee Singh, G., that Higrade Inc. would employ tradesmen. It is also inconsistent that tradesmen would come to Licensee Singh, G.'s business office seeking Higrade Inc. cheques in payment, when Licensee Singh, G.'s evidence was that he only conducted business from his home office.

Licensee Singh testified that the Higrade Inc. cheques were kept in the drawer of both his business office and his home office, and the drawer had no lock. He denied leaving clients, buyers, or people who were consulting him alone in his office, even though he testified earlier that he left [L.A.C] in his office on two occasions. This conflicting testimony undermines Licensee Singh, G.'s credibility.

Licensee Singh, G.'s evidence that there was no financial benefit to him preparing false documents for [H.S] and [R.L]. 's mortgage application is contrary to the hearsay evidence given by Witness [M.R.A] that Licensee Singh, G. required a \$1,000 payment to create false documents. Even though it is hearsay, the Hearing Panel prefers to give more weight to the evidence of [M.R.A], than the evidence of Licensee Singh, G., because [M.R.A]'s evidence explains why Higrade Inc. would be involved, in any fakery.

Evidence of Witness Kaur [S.K.K]

[S.K.K] ([S.K.K]), a witness called on behalf of Licensee Singh, G. confirmed her ability to proceed in the English language, without the benefit of a translator. The affirmed evidence of [S.K.K] was that:

A letter dated June 24, 2019 (Exhibit 105), printed on First National letterhead, was received by [S.K.K] from Dreamland mortgage agency. [S.K.K] and [S.S.K] provided the letter to Licensee Singh, G.

[S.K.K] signature was on a realtor/client declaration (Exhibit 72). [S.K.K] understood Licensee Singh, G. to be her realtor.

[S.K.K] signed, on October 17, 2019, a Lendwise mortgage commitment letter. [S.K.K] confirmed that a Lendwise mortgage, not a First National mortgage, was used to buy

the Rohit home described on the purchase contract signed June 22, 2019. [S.K.K] and [S.S.K] went twice to Dreamland, to obtain the pre-approval letter. The purchase contract for the home was signed 2 to 3 days before obtaining the Dreamland pre-approval letter. [S.K.K] and [S.S.K] met Licensee Singh, G. at the Dreamland office, and they discussed with Licensee Singh, G. their plans to purchase the home.

[S.K.K] read an April 27, 2021 letter from RECA to [S.S.K], that included a notice that failure to comply with RECA's requirement for answers to RECA questions could result in a \$25,000 fine. [S.K.K] answers were confirmed as truthful, then, and again now. (Exhibits 96 and 97).

Someone referred them to Dreamland. They were verbally told they could buy the house for \$450,000. They did not have a First National letter.

[S.K.K] knows [H.S]. [S.K.K] saw [H.S] at Dreamland. They spoke for 5-7 minutes about the fact that both of them were buying a home in the same community and with the same mortgage agency.

On cross-examination, [S.K.K] testified that:

[S.K.K] refused an in-person interview, and a telephone interview, with RECA. Together, [S.K.K] and her husband prepared their responses to RECA's questions.

Both of her answers to RECA's questions were correct: that she did not deal with First National (Answer 11) and that she was given a First National pre-approval (Answer 13). [S.K.K] did not remember the answer, and her recollection was refreshed after talking to her husband; then her recollection changed.

With respect to her Answer 20, it is correct that [S.K.K] was referred by the Builder to a mortgage broker. Her earlier testimony, that [S.K.K] was referred to Dreamland, is because [S.K.K] cannot properly remember the company name. [S.K.K] did not remember having been to Dreamland when her answer was provided to RECA; now she recalls Dreamland.

The process of preparing answers to RECA's written questions was interrupted by her near due date for the delivery of her baby, and the demands of parenting a young child.

Analysis of Witness [S.K.K]'s evidence

[S.K.K]'s explanation for the contradictions in her evidence, when compared with her written responses to RECA's questions, was poor recollection and her pregnancy, plus parenting obligations. However, [S.K.K] gave no evidence to support her assertion that her capacity to provide accurate and truthful answers to RECA's questions was compromised for these reasons.

Also, [S.K.K] testified that she and her husband discussed and wrote their answers together. There was no evidence that her husband's ability to answer completely and truthfully was compromised for any reason. [S.K.K] adopted the answers that she, and her husband, [S.S.K], prepared.

Her written response to RECA was that she had no contact or pre-approval from First National, but [S.K.K] received a First National pre-approval letter from a broker. The Hearing Panel notes this contradiction in an important aspect of [S.K.K]'s evidence; and finds that her evidence is not credible because it was vague, based on poor recollection, or influence.

When cross-examined about her recollection of attending at First National, [S.K.K]'s response that she did not recall attending, was not believable. The May 3, 2021, date of [S.K.K]'s response to RECA's questions, and the complaints against Licensee Singh, G. would have been known to [S.K.K] and [S.S.K]. [S.K.K]'s response to RECA Question 20 (Exhibit 96) is vague, because it does not specifically identify to whom [S.K.K] was referred by the builder. The Hearing Panel also found it a significant omission in [S.K.K]'s written response to RECA, that her contact with Dreamland and Licensee Singh was not mentioned; despite having had time to prepare her response carefully, to reflect upon her answers, and to discuss the accuracy and completeness of them with [S.S.K], before providing RECA with written answers. The Hearing Panel considers [S.K.K]'s evidence unreliable and gives it no weight.

Evidence of Witness [M.S]

The affirmed evidence of [M.S], ([M.S]), a witness called on behalf of Licensee Singh, G., as interpreted by a sworn interpreter who was accepted for that purpose by counsel for RECA and counsel for Singh, G., was that:

[M.S] is employed by his trucking company. The company operates 3 trucks.

Licensee Singh, G. is his insurance agent. Licensee Singh, G. obtains insurance policies for him, his wife and his children.

He went to Licensee Singh, G.'s office quite a few times, because it is "on the way" to the place where he parks his trucks; being near the Husky station.

[M.S] was in Singh, G.'s office when documents were downloaded in a computer.

[M.S] met with Licensee Singh, G. last year to talk about his kids' insurance policies; and in 2019. [M.S] and his wife attended at Licensee Singh, G's. office to discuss children's policies and RSP's.

When [M.S] was in Licensee Singh, G.'s office, someone asked to use the computer. Licensee Singh, G. said it was ok to use the computer. Licensee Singh, G. put in the password and handed the computer to him (the person who came into the office). Then [M.S] and Singh, G. went to a different room for about 25-30 minutes. They went out of the other room, and Licensee Singh, G. returned to the room where the husband and wife were sitting.

In January 2020, [M.S] and Licensee Singh, G. met again. His truck had been damaged. [M.S] went to Licensee Singh, G.'s office to discuss something. He saw the husband and wife sitting there; they were fighting with Licensee Singh, G. about something. It was about 10 to 11 a.m., late morning.

In June 2019, [M.S] met with Licensee Singh, G. at Licensee Singh, G.'s office in NE Calgary, close to the Ramada Hotel. He recalls this meeting because he made insurance policy changes, and he makes monthly insurance payments.

It was at the end of the week, around the 26th or 27th of January 2020, when he visited Licensee Singh, G. at the same office location as when he visited him in 2019, and when [H.S] asked to use Licensee Singh, G.'s computer. This meeting occurred at the end of the week, in January 2020.

The person who was in Licensee Singh, G.'s office, and who asked to use the computer was the same person ([H.S]) as shown in a LinkedIN web page browser photo.

By consent of counsel, the LinkedIN web page browser photo used to identify [H.S] was saved as a .pdf file, on a Facebook page, and entered as Exhibit 106.

On cross-examination, and in answering questions from the Hearing Panel, Witness [M.S] testified that:

The man (who came into Licensee Singh, G.'s office) said he wanted to download a document and use the computer.

[M.S] did not see what happened when the man used the computer; [M.S] only saw that Licensee Singh, G. made the computer available.

Licensee Singh, G.'s computer was a desktop model.

[M.S] knew the couple who asked to use the computer were married because Licensee Singh, G. informed him they were married.

Analysis of Witness [M.S]'s evidence

Despite confirming that he was alone in a private space to give his testimony, Witness [M.S]'s evidence was interrupted by someone who spoke to him during his testimony, a phone call, and children's voices. While the Hearing Panel does not consider these disruptions as affecting the reliability or weight to be given to Witness [M.S]'s testimony, the Hearing Panel concludes that Witness [M.S]'s evidence is not credible, for the following reasons:

- a. During examination-in-chief, counsel for Licensee Singh, G. asked Witness [M.S] several questions that included the phrase that "the husband and wife asked to download something ..." and "when he asked to download something". These questions were not objected to, by RECA's legal counsel. The Hearing Panel gives minimal weight to Witness [M.S]'s answers to these questions, due to their presumptive, and leading nature.
- b. Witness [M.S] testified that the time of his meeting with Licensee Singh, G. was "10 to 11 a.m.", "late morning". On cross-examination [M.S] was shown the modified First National Letter. He read from the edit change box, stating that the edit time on 6/4/2019 was at 19:10, or 7:10 p.m. The edit history is reliable, and accurate; the Hearing Panel prefers the edit history time, over the time that Witness [M.S] indicated the download occurred.

- c. When asked how he knew the couple was there to download documents, he testified that the man specifically said he wanted to download the document and use the computer. The Hearing Panel does not accept that Witness [M.S], could make such a specific recollection of a conversation that did not involve him, and whom he observed for only a moment in 2019, before he left the office with Licensee Singh, G.
- d. When asked where Licensee Singh, G.'s office was located, Witness [M.S] gave a vague reference to a building close to a hotel and a Husky, not to a more specific location or address. He indicated the office is "on his way" and that is why he stops there. This answer is evasive; many businesses are "on the way" yet Witness [M.S], does not stop at those locations. He failed to state why he went to Licensee Singh G's office on either of the two occasions, that by amazing coincidence, were on the same date and time, as when [H.S] and [Y.L]. were alleged to have been at Licensee Singh, G's office.
- e. He also contradicted his earlier evidence, when he confirmed the Buyers ([H.S] and [Y.L].) were given access to a desktop computer; whereas in his earlier testimony, [M.S] gave evidence that Licensee Singh, G. handed the Buyers a computer. It is reasonable to conclude that one could hand over a laptop, not a desktop model
- f. It was highly coincidental that [M.S] would be in Licensee Singh, G.'s office at exactly the dates and times that [H.S] and [R.L]. allegedly attended at the office, when there was no specific reason for [M.S] to meet with Licensee Singh, G.
- g. Witness [M.S]'s testimony appeared orchestrated and coached because he immediately testified as to details relating to issues in this case: a) whether Licensee Singh, G., or Complainant [H.S], created the false First National letter. [M.S] gave this testimony after being asked questions, that suggested the answer; and b) whether Licensee Singh, G. used his password, to give computer access to the Buyers.
- h. Witness [M.S]'s testimony as to the time of day the document was allegedly downloaded, was also inconsistent with the edit history record; and
- i. Witness [M.S] made reference to a couple sitting in the room, whereas during his testimony, he made reference to a man being in the room.

The Hearing Panel finds that the testimony of [M.S] is not reliable to establish any facts relating to [H.S] and [R.L].'s attendance at Licensee [M.S]'s office; and in particular, that [H.S], and [R.L]., or either of them, had opportunity or sufficient time to: a) locate on Licensee Singh, G.'s hard drive, a First National letter that had been issued to one of Licensee Singh, G.'s other clients; b) to edit the letter by deleting information and substituting new information related to them; c) transfer the data to a USB drive; and d) use the USB drive to upload the false letter to Licensee Singh, G.'s computer, for printing at a later date.

Further, if the Hearing Panel accepts that Witness [M.S] observed Singh, G. use his password, or give his password to [H.S] and [R.L]., or either of them, which it does not, then Licensee Singh, G. is responsible for the consequences of permitting [H.S], and [R.L]., or either of them, to use his computer.

Evidence of Witness [M.R.K]

The affirmed evidence of [M.R.K], ([M.R.K]), a witness called on behalf of Licensee Singh, G., as stated by a sworn interpreter who was accepted for that purpose by counsel for RECA and counsel for Singh, G., was that:

[M.R.K] is an employee of a trucking company, owned by him. He drives trucks.

[M.R.K] met Licensee Singh, G. through a friend. He used Licensee Singh, G's realtor services in an unsuccessful attempt to purchase a house, from [J.F INC]; and in a second unsuccessful attempt to buy a different house.

A mortgage broker from Westwind gave him a mortgage approval letter from First National (Exhibit 91). He obtained a second mortgage approval letter.

[M.R.K] did not recall the name Dreamland. It was Dreamline, and Dreamhome.

He received the First National letter from Dreamhome; and gave it to Licensee Singh, G. He gave both mortgage approval letters to Licensee Singh, G.

[M.R.K] obtained a First National letter, for a \$400,000 approval, from Dreamland and gave it to Licensee Singh, G.

[M.R.K] obtained no letters directly from First National. He received two First National letters from "a broker" and gave both letters to Licensee Singh, G.

[M.R.K] received an email with a letter from RECA (Exhibit 99) and responded to RECA with written answers. He reviewed his answers to the RECA letter before continuing with his testimony, and confirmed his signature on the document, dated May 2, 2021, and its truthfulness, then and now.

One answer changed.

One or two answers to RECA's questions changed, because he was rushed; and corrected the answer later.

The answers were mostly correct, except where one person's name he does not recall.

The answer to question 14, the name [A.S] is correct. He does not know [A.S].

He filled out the answers to RECA's letter with questions that were sent to him. (Exhibit 99). His wife signed the statement with the answers, dated May 2, 2021, as truthful.

During his testimony, it became evident that Witness [M.R.K] had documents in front of him; and that he was referring to those documents in giving his answers. He indicated that he was referring to the RECA questionnaire and his answers.

On cross-examination Witness [M.R.K] answered as follows:

With respect to his answer to Question 5, [M.R.K] tried to obtain a mortgage on his own, and that was true. [M.R.K] answered RECA's investigative question that he did not recall which mortgage broker he used; but he now recalls it was Dreamhome or Dreamland or Nawab Homes that he used as the mortgage broker.

[M.R.K] was rushed when he gave his answers to RECA's questions.

[M.R.K] did not think this contradictory information was important at the time. [M.R.K] did not think it was that important to tell the truth to the RECA investigator even though he received RECA's letter that explained a matter of importance, being an investigation, was underway, because the RECA investigation was not about him.

His recollection is better now than when he answered RECA's questions, at a time that was closer to the events in question, because "people can recall later".

On redirect, Witness [M.R.K]'s evidence as that:

[M.R.K] was driving when he received 2-3 calls from Conduct Review Officer [R.B], about RECA's investigative questions. He does not recall what he discussed with Conduct Review Officer [R.B].

He recalls that Dreamland was located on Westwind, close to 47th Street, on the 2nd Floor. He does not recall the other businesses in the area.

Analysis of Witness [M.R.K]'s evidence

When it was pointed out to him by RECA's counsel that more than one year has passed since he answered the questions; and his memory was more likely better, closer to the event, [M.R.K] testified that would be true in normal circumstances, but sometimes people recall things later on.

On redirect, the witness's explanations regarding the timing of receipt of RECA's material, the number of times he was contacted, and the submission of his answers was vague. Despite indicating that he was being truthful, the witness left the impression that he was struggling to give his evidence, even though he was communicating in the language of his choice, to the interpreter.

The Hearing Panel finds that Witness [M.R.K]'s evidence is not reliable due to his admission that he did not think it was essential to be truthful in responding to RECA's investigation, because the RECA investigation did not relate to him. His memory was unclear, [M.R.K] needed a copy of his answers to the RECA questions to refresh his memory, the details changed despite having asserted the answers were truthful, and although [M.R.K] is more credible overall than [M.S], [M.R.K]'s evidence is given no weight.

[M.R.K.]’s evidence that he gave the letter to Licensee Singh, G., to forward to his mortgage broker, is not credible, because:

- a. The basis for the fraudulent letter (Exhibit 86 at pages 737 to 740) arose from a template created from the [A.W] mortgage pre-approval letter.
- b. Licensee Singh, G. admitted that he had a business relationship with [A.W].
- c. It is unlikely that Dreamland would create a letter for [M.R.K] and [S.K.K], based on a template using the name [A.W], as existed on Licensee Singh, G.’s computer,
- d. The timing of the modifications of the false First National letter is clearly demonstrated and objective in its electronic record. This evidence contradicts the evidence of [M.R.K] and Licensee Singh, G., that the First National letter was produced by Dreamland.
- e. The false details in the First National letter are the same as in the false Higrade Inc. letter (Exhibits 81, and 91).

Admission of Dreamland’s RECA disciplinary history as evidence

Counsel for Licensee Singh, G. asked that documents showing a history of RECA disciplinary cases, involving Dreamland, be admitted into evidence. The reasons given for this request were: a) the disciplinary history is a matter of public record; b) hearsay documents have already been admitted in this hearing; c) it is not prejudicial to the hearing process; and d) RECA had the opportunity to enter rebuttal evidence regarding this document, but because the document does not assist RECA’s case against Licensee Singh, G. it opted not to do so.

An objection was made by RECA’s counsel as to the admissibility of the history of Dreamland’s prior discipline case history, as: a) not relevant and material to the false First National letter; b) RECA not having had notice of the document to be admitted; c) no evidence was led as to its creation; d) its prejudicial nature; and e) if there are cases involving other false approval letters being sent to builders, those materials are not relevant to the First National letters in this case.

The Hearing Panel admitted the documents (Exhibit 107) for the completeness of the record, and on the basis that: 1) the amount of weight to be given to Exhibit 107 shall be taken under advisement, with Counsel invited to make written submissions; and 2) the conclusions in Exhibit 107 will not be used to displace the jurisdiction of this Hearing Panel, to make findings based on the evidence before it in this hearing. The Hearing Panel considered the written submissions in its deliberations and decided that there was sufficient evidence to make findings on the cases before it in this hearing, without giving any weight to Exhibit 107.

Evidence consistent with Dr. Kaur’s Opinion

The Hearing Panel also considered that there is other evidence, regarding the creation of the Higrade cheques and Higrade letter that is relevant and material to determining if the Licensee signed the fraudulent Higrade letter and Higrade cheques. The following additional evidence is consistent with Kaur’s opinion; and supports the Hearing Panel’s decision to prefer Kaur’s report, over Davies’s report, in reaching its conclusion that Licensee Singh, G. committed the acts alleged:

On November 21, 2018, [L.A.C.] sent a text message to [M.S.C.] stating that a letter (i.e., the false employment letter) "could be obtained". The person responsible for, and most likely to have care and control, of Higrade Inc. letterhead and Higrade Inc. cheques, was Higrade Inc.'s business owner, Licensee Singh, G. [L.A.C.] must have required Licensee Singh, G.'s co-operation, to obtain the Higrade Inc. letter and Higrade Inc. cheques.

When testifying as a witness in that portion of the hearing that related to the four cases against Licensee Singh, G., witness [L.A.C.] testified that he was alone in the Licensee's home office. [L.A.C.] did not admit to stealing Higrade Inc. cheques, and cheque stubs, from Licensee Singh, while alone in Licensee Singh, G.'s home office. If witness [L.A.C.] stole the Higrade cheques and cheque stubs, as was inferred by his testimony, and which is not accepted by the Hearing Panel, then it is unlikely that in his capacity as a Licensee, [L.A.C.] would text [M.S.C.] that "a letter could be obtained".

[L.A.C.]'s testimony, that he created the false Higrade Inc. letter and cheque stubs and thereafter passed them to [M.S.C.], for delivery to [L.L.], is inconsistent with Licensee Singh, G.'s argument, that [M.S.C.] had the necessary software expertise to create the false Higrade Inc. letter. If [M.S.C.] and [L.L.] were in "*constant and direct communication with one another*", and if [M.S.C.] had the required expertise, then it is highly improbable that [M.S.C.] would rely upon [L.A.C.] to create the false documents, so that [M.S.C.] could, thereafter, send them to [L.L.].

Licensee Singh, G. was in control of the Higrade Inc. letterhead and cheques; he had a duty to ensure they were in a secure location. Licensee Singh, G. testified that he kept "some cheques in his business office" and "in his home office". He testified that "tradesmen met him in his business office"; and that he left witness [L.A.C.] alone in the home office. His evidence was that the cheques were kept in an unlocked drawer. Licensee Singh, G. denied, in his September 28, 2020, letter to RECA that he provided cheques to [L.A.C.] However, Licensee Singh, G. admits at paragraph 4 of his September 28, 2020, letter, to being in charge and control of the Higrade Inc. cheques and not shredding them. Singh, G. admitted to being responsible for the care and control of the Higrade Inc. cheques. Without any convincing evidence to the contrary, if anyone should be held accountable for their fraudulent use, it must be Licensee Singh, G.

Licensee Singh, G.'s testimony also contradicts [L.A.C.]'s testimony as to the frequency of visits to his home. Licensee Singh, G. stated at paragraph 2 of his letter to RECA, that [L.A.C.] "would visit my home office area where we would enjoy tea ...". The Licensee also testified that he made tea and coffee for [L.A.C.] Licensee Singh, G.'s testimony contradicts [L.A.C.]'s testimony that he went to the Licensee's home on only one occasion "for tea".

Witness [L.A.C.] and Licensee Singh, G. each acknowledged awareness of one another; as acquaintances. It is improbable that Licensee Singh, G. would invite a mere acquaintance to his home, multiple times. The Hearing Panel gives more weight to the Licensee's evidence regarding the frequency of [L.A.C.]'s visits to Licensee Singh, G.'s home, than to the evidence given by witness [L.A.C.]. The Hearing Panel does not

accept that [L.A.C] and the Licensee were mere acquaintances; on the balance of probabilities, it is more likely than not, that [L.A.C] and Singh, G. had a mutually beneficial business relationship, with one another; and on this occasion, that relationship involved the creation of false documents to ensure that [L.A.C] would receive his commission and Singh, G. would receive his commission or financial gain.

[M.S.C] knew the mortgage application was false; but he denied having seen the false Higrade Inc. letter and cheque stubs. There is no basis to suggest that [M.S.C] would falsify a Higrade Inc. letter, but not the Higrade Inc. cheques and cheque stubs to go with it. It is more probable that the same person created the false Higrade Inc. letter and the false Higrade cheques and cheque stubs. On the balance of probabilities, the most likely person to have done these acts, was Licensee Singh, G. because Licensee Singh, G. had access to Higrade Inc.'s corporate information, Higrade Inc.'s letterhead, Higrade Inc.'s cheque book and Higrade Inc's cheque stubs.

The inclusion of the word "uncle" on the Higrade Inc. cheque stubs is also consistent with someone other than [M.S.C] being the direct recipient of the false Higrade Inc. cheques. [L.A.C] gave evidence that he was referred to as "uncle" by Licensee Singh, G. It is more probable than not, that Licensee Singh, G., or someone acting on his behalf, wrote "uncle" on the cheque stubs, to identify the recipient of the false Higrade Inc. cheques that, according to expert Kaur's opinion, Licensee Singh, G signed.

The errors in the false Higrade Inc. letter are inconsistent with [L.A.C]'s communication style, as demonstrated in [L.A.C]'s emails. [L.A.C]'s emails are precise in their content, with correct spelling. The false Higrade Inc. letter has grammatical errors and spelling errors that are inconsistent with [L.A.C]'s communication skills. For this reason, it is unlikely that [L.A.C] wrote a false Higrade letter that contained so many errors; it is more likely that Licensee Singh, G. either wrote the letter, or directed someone with insufficient skills, to write the letter for him, and he then signed the letter, as opined by Kaur.

Hearing Panel Considerations

The First National edit history (the "Panes" analysis) is objective, date and time stamped. It clearly demonstrates that the First National cover sheet template originated from Licensee Singh, G's. former client [A.W]'s, First National documentation. Licensee Singh, G's former association with [A.W] creates a strong likelihood that Licensee Singh, G. was more likely than not, the person who had access to, and who modified, the [A.W] document, rather than mortgage applicant [H.S] as put forward by Counsel for Licensee Singh, G. It is more probable than not, that Licensee Singh, G. had access to the [A.W] document, and that he altered the document to create a template to issue a false First National letter, for the mutual financial benefit of himself and [L.A.C].

It is also highly unlikely that mortgage applicants [H.S] and [Y.L]. knew Licensee Singh G.'s office computer had on its hard drive, a document that was suitable for alteration; and that they would devise a plan to attend at Licensee Singh, G.'s office, succeed in being left alone with Licensee Singh, G.'s office computer for an unknown amount of time, find and alter the [A.W] document so efficiently and accurately, with Licensee Singh, G. nearby. It is also illogical

that if [H.S] and [Y.L] had the altered document on their USB drive, that they would need to upload it to Licensee Singh, G.'s office computer; and especially when according to him, he did his real estate work at his home office computer. Also, Witness [M.S] gave inconsistent testimony regarding the size (desk top vs laptop) of the computer to which they allegedly had access in Licensee Singh, G.'s office.

The letter alteration time is clear from the First National letter's edit history. The time of the [A.W] document alteration contradicts the evidence given by Witness [M.S], who testified that the married couple, one of whom was identified as [H.S], had access to Singh, G.'s computer in the morning; and not at the evening time recorded on the edit history. The former association with [A.W] creates a strong likelihood that Licensee Singh, G. was the person who modified the [A.W] document, rather than any other person(s), such as the mortgage applicants.

Licensee Singh, G. also confirmed that [H.S] and [Y.L] attended his office in the morning. Exhibit 58 (18) demonstrates by via panes analysis, that the June 4, 2019 First National letter for the [H.S] and [Y.L] Mortgage No. ***7477 was modified three times on 6-4-2019; and the modifications occurred at 9:02 p.m., 9:18 p.m. and 9:19 p.m.; not in the morning.

When asked to explain the contradiction of evening edit time vs the morning edit time, Licensee Singh, G. testified [H.S] and [Y.L] attended his office, but it was during the evening time when he sent the letter to Rohit. This explanation does not explain the clear times of the document's edit history.

Licensee Singh, G. also confirmed that his office computer was password protected and he allowed the Buyers access to his password; despite the fact that he acknowledged privacy is important. When asked about confidentiality, he also testified that only real estate purchase contracts are on his computer. This statement is another contradiction to the defence theory, that a mortgage approval letter was on Licensee Singh, G.'s computer, and altered by [H.S] and [Y.L].

Licensee, Singh, G.s written submission states at 3(b) that witnesses [S.S.K] and [S.K.K], informed the RECA investigator that they obtained their mortgage approval letter from the broker, Dreamland. This assertion is not given weight, nor accepted as credible by the Hearing Panel, because it was only upon prompting through leading questions to the witnesses, that the witnesses testified that Dreamland issued mortgage approval letters to them.

The oral evidence on this point is also contradicted by a review of each witness statement given to RECA by [R.K], [R.A], [S.S.K] and [S.K.K]. Each of their written statements was prepared with the benefit of time to reflect upon the accuracy of responses, and as Counsel for the Licensee argued, under penalty of heavy fines. The written statements indicate that:

Exhibit 99 – [R.K]'s and [R.A]'s joint written response to RECA investigator questions dated May 2, 2021, at Question 6 – neither [R.K] nor [R.A] recall which financial institution was dealt with to obtain a mortgage. At Questions 9 to 10 [R.K] and [R.A] were asked about dealing with First National. At Question 11 – they acknowledge obtaining a pre-approval letter. All of the questions related to First National, not to Dreamland. There is nothing in the [R.K] and [R.A]

statement to suggest that either [R.K] or [R.A] obtained a mortgage approval letter from Dreamland.

Exhibit 97 – [S.S.K] and [S.K.K]’s joint written response to RECA investigator dated May 3, 2021, indicates at Question 11 that they had no dealings with First National but at Question 13, both acknowledge having obtained a pre-approval from:

“... I believe it was from First National. I don’t remember”.

And at Question 15, [S.S.K] and [S.K.K] did not recall clearly the source of their mortgage approval letter; their written response was: “it could have been from First National.” At Question 18, they acknowledge receiving a pre-approval letter from “the broker”, but do not recall the bank.

And at Question 21, [S.S.K] and [S.K.K] confirm their mortgage was from Merix; not Dreamland.

Throughout their joint written statement, [S.S.K] and [S.K.K] made no reference to having obtained a mortgage approval letter from Dreamland.

The Hearing Panel makes note of the grammar used by Licensee Singh, G. in asking Cornerstone “is there any other thing you require ...”. The punctuation and grammar used when communicating with Cornerstone, is inconsistent with the punctuation and grammar used by Licensee Singh, G., in his response to RECA’s written questions.

The Hearing Panel concludes that on the balance of probabilities, the false First National pre-approval letter, was sent by Licensee, Singh, G. to Rohit to give the false appearance the Buyers, [R.K] and [R.A], were pre-approved for their mortgage.

Licensee Singh, G. turned a blind eye to the details on the work permit and study permit for [R.L]. There is a nine-year difference between the dates when the work permit and the study permit were issued. There is also a difference of gender, being “MALE” on [P.S]’s permit vs the darker font stating “FEMALE” on permit xxx442. Licensee Singh, G. admits failing to review, and forwarding what was actually a false work permit, in support of the [H.S], [R.L]. and [Y.L]. mortgage application.

Licensee Singh, G. admitted to having delivered real estate services to a client named [P.S], as shown on a Real Estate Brokerage representative/authorization signed October 1, 2020; and on Exhibit 69(7) being a Home Purchase Agreement, signed on November 2, 2020, citing a closing date of November 20, 2020. The Home Purchase Agreement cites an address in care of Licensee Singh, G.’s residential address. Licensee Singh, G. was evasive when he testified that [P.S] resided at his parents address for “a month or 3 days”.

Licensee Singh, G. acknowledged a relationship with [P.S], that was familiar enough that [P.S] resided with Licensee Singh, G. and his family. The Hearing Panel does not accept Singh’s testimony that Licensee Singh, G. did not have access to [P.S]’s work permit, at the time when the false documents were created. The Hearing Panel finds that it is more likely than not that

Licensee Singh, G. used the [P.S.]'s work permit to create a false permit for [Y.L.]'s mortgage application.

Exhibit 58 demonstrates that on Friday, Jan 31, 2020, at 8:29 a.m. Licensee Singh G. requested documents in support of the mortgage application. On Friday, Jan 31st, at approximately 8 p.m., documents including the work permits, were provided by [H.S] to Licensee Singh, who scanned them and returned the originals to [H.S] The evidence is clear that Licensee Singh, G. sent the documents to the lender's mortgage portal.

Exhibit 59, includes two permits – one a study permit for [R.L]. and the other a work permit for [R.L]., ending in xxx57. The Government of Canada confirmed that work permit xxx57 was originally issued to [P.S], a former client of Licensee Singh, G. Both permits included in Exhibit 59 were provided by Lendwise to [M.R.A], the mortgage associate contacted by [H.S] and [Y.L]. after they ceased working with Licensee Singh, G. Lendwise had made inquiries, and confirmed that the [R.L.]'s work permit xxx57 was false.

Unlike case 0098891 against [L.A.C]., in case 010661, there is evidence that Licensee Singh, G. and Witness [L.A.C] knew one another more than Witness [L.A.C] admitted. It was proven in both cases, that there was direct involvement by Witness [L.A.C] in the transmission of the false documents. Witness [L.A.C]'s text indicated a letter to address financial shortcomings would be provided; and having accepted the evidence of expert Dr. Kaur as admitted and preferred over handwriting expert Davies in case 010661, it is reasonable to conclude, on the balance of probabilities, that Licensee Singh, G. signed the false Higrade Inc. letter and the false Higrade Inc. cheques. The Hearing Panel also concludes that the name "[A.S]" is fictitious; and was created for the purpose of giving credibility to the false documents.

The Hearing Panel accepts the evidence of [H.S] and [R.L]. on the issues relevant and material to this hearing, and that Licensee Singh, G. required extra payment to prepare the fraudulent letters. The Hearing Panel does not find that [H.S]'s unsworn statements on his LinkedIn page about his Resume, impacted his credibility on the issues.

Witness statements Exhibits 97 and 99 are inconsistent with the oral evidence given by the witnesses one year later, at the hearing. Their evidence is also inconsistent with the objective evidence from the panes analysis; that demonstrates the letters were changed and created on Licensee Singh, G.'s computer. Further, the witnesses would benefit from the fraudulent letters to have been issued because their home purchase would proceed and close if financing was obtained. Licensee Singh, G. would also benefit from the fraudulent letters, because his commission hinged upon the closing of the home purchase. Further, Licensee Singh, G. benefitted from additional payments that he required, to prepare the fraudulent letters.

The Hearing Panel finds that there is a pattern of someone modifying mortgage application documents, based upon the information and documents that arose from Licensee Singh, G.'s computer. Even if [H.S] created the false First National Letter, which the Hearing Panel does not conclude, based on the inaccuracies in testimony when compared with the edit history, the number of modified documents based on material from Licensee Singh's computer, is remarkable.

The Licensee's argument that his workplace computer was used by [H.S] and [Y.L.], without his knowledge, to upload and distribute false documents is not credible. It is illogical that a person sophisticated enough to create a false mortgage application document, would take the extra risk of using the Licensee's computer to send the document to the recipient, when it could have been sent, without raising any questions, directly from [H.S] and [Y.L.] to the recipient.

Case 009089 – Complainant [L.R] re [M.R.K] & [R.A]

Based on the foregoing analysis, the Hearing Panel unanimously conclude that when acting as a real estate associate for his buyer clients, Licensee Singh, G. forged a false First National pre-approval letter, that he sent to the sellers to give the appearance that [R.K] and [R.A] had been pre-approved for a mortgage when he knew that was false.

There is no evidence that Licensee Singh, G. entered into a written service agreement with [R.K] and [R.A]. Licensee Singh, G. admitted that [R.K] and [R.A] were his buyer clients. Also, see the email from [K.M], of Grand Realty & Management, dated May 30, 2019, at 1:55 p.m. acknowledging that Licensee Singh, G. brought [R.K] and [R.A] to Jayman's show home; but they never got to the stage of formalizing an agency relationship or entering into an agency relationship with [R.K] and [R.A].

The Hearing Panel concludes that despite evidence from [K.M], Grand Realty's broker, indicating that there was no formalization of the agency relationship with an agreement; that Licensee Singh, G. meets the criteria for "providing services", based upon Singh's interaction with [R.K] and [R.A]. In addition, Licensee Singh, G.'s response to RECA, addressed to [D.A] at paragraph 1) admits that his role ... was as a real estate agent for the clients ... [M.R.K] & [R.A].

In light of this admission, and with no evidence of a written service agreement, the Hearing Panel finds that this allegation is proven. Further a client relationship was established when Licensee Singh, G. forwarded documents on behalf of [R.K] and [R.A], and took them to the show home. Buyers rely on a Licensee to guide them and fulfil certain duties; those duties, and the provision of services, commence when a Licensee assists a Buyer to do anything that relates to the purchase of real estate. The provision of services does not commence solely at the time of signing a contract.

Case 010371 – [H.S], [Y.L] and [R.L]

The Hearing Panel finds that Licensee Singh, G. was more likely to have forged the First National letter, than anyone else, including [H.S], [Y.L.] and [R.L.], or any of them, for these reasons:

- a. The panes analysis, that is objective and reliable evidence, contradicts Singh, G.'s evidence concerning the alleged time that [H.S] allegedly uploaded a false First National Document to Singh, G.'s computer;
- b. The evidence of Singh, G. and [Y.L.], that they were unaware the false First National letter had been issued and were informed of its existence by [S.M], is believable;
- c. The Higrade Inc. account was used to make the edits that created the false First National letter. There was no dispute between the parties that the false edits occurred;

- d. The commonality of the First National letter (Exhibit 60) being verified as false in all cases, and the fact that the defense has not put forward any evidence to demonstrate the letters are not false.
- e. Licensee Singh, G. knew the parties were not approved for a mortgage because even though the First National letter had been issued, he was thereafter actively seeking further information from the Buyers, to support an application for mortgage approval.

The Hearing Panel also finds that when acting as a mortgage associate for his buyer clients, Licensee Singh, G. forged a false work permit for [R.L] and sent it to the lender despite knowing that she did not have a work permit. The Hearing Panel's reasons are:

The evidence is clear that a false work permit (Exhibit 59) was issued. This fact was confirmed by the Government of Canada (Exhibit 68), and matched an original permit granted to [P.S]. It is more probable that Licensee Singh, G. used the information from [P.S]'s permit to create the false [R.L]. work permit, rather than another person using the information to create the false document, and thereafter, providing it to Licensee, Singh, G.

Licensee Singh, G. was aware that a work permit was required and that [R.L].s student permit was not acceptable. Licensee Singh, G. was motivated to provide a false work permit to ensure that [H.S] and [Y.L]., could obtain their financing, and he could ultimately obtain his commission. There was also convincing evidence from [H.S] that Licensee Singh, G. required \$2,000 to create false documents; and given that evidence was found by this Hearing Panel to be credible, it is reasonable that the expectation of extra payment was a further motivating factor for Licensee Singh, G. to create a false work permit for [R.L].

The Hearing Panel finds that Licensee Singh, G. did not enter into a written service agreement with Buyers [H.S], [Y.L] and [R.L], contrary to s.43(1) of the *Real Estate Act* Rules. The Hearing Panel's reasons are:

There is no evidence that a service agreement with [H.S], [Y.L]., and [R.L]. existed. There was only an agreement with the Builder.

And with respect to the provision of services, Licensee Singh, G. was involved in the mortgage application process for [H.S], [Y.L]. and [R.L].

Licensee Singh, G. transmitted a false First National mortgage pre-approval letter and false work permit to the builder of the home that was the subject of a purchase contract between [H.S], [Y.L]. and Jayman Homes

Licensee Singh, G. had access to a former First National mortgage approval letter; and he had opportunity to create the false First National mortgage approval letter

Licensee Singh, G. would financially benefit from the creation and acceptance of a false First National letter by receiving two commissions and a false document preparation fee.

Based on these factors the Hearing Panel concludes that Licensee Singh, G. forged both the false First National Letter and the false work permit. Also, the "Panes" analysis is objective, date and time stamped, and demonstrates that the First National cover sheet template (that originated from Licensee Singh, G.'s former client [P.S]'s documentation) was altered. It is more likely than not, that Licensee Singh, G. had access to [P.S]'s template.

Also, License Singh, G's former association with [A.W] creates a strong likelihood that Singh, G. was more likely the person who modified the [A.W] document, rather than some other person i.e. the mortgage applicants.

[H.S] and [R.L]. obtained mortgage pre-approval with conditions from Lendwise. Their pre-approval was facilitated by Licensee Singh, G. However, [H.S] and [R.L]. obtained their mortgage funding from another institution. When asked many questions about employment and immigration status, [H.S] and [R.L]. stopped using [S.C]'s services to obtain funding. [S.C] informed [R.B] that Licensee Singh, G. required the buyers to purchase RSP's from him, to qualify for a mortgage; and Licensee Singh, G. required a payment of \$1,000 from Singh, G. and [R.L]. to receive falsified documents to qualify them for funding.

[S.C] noted that as a professional holding two licenses (realtor and mortgage broker), fraud is very serious because it affects trust in the industry; and puts clients at high risk. The advantage to Licensee Singh, G. would be that Licensee Singh, G. would gain two commissions, if the false letter was accepted by the Builder, which it was not.

[R.B] 's interview with Jayman employee [L.R] confirmed that a Jayman sales manager, [M.K], noticed that the First National letter did not appear authentic; and that if such a letter was sent by a broker to a builder, the broker would benefit because it shows mortgage approval was obtained from a lender. Jayman noted that the customer number did not match the property in question.

The Hearing Panel also concludes that as an employee of Higrade Inc., despite being aware that he had never employed, nor ever even spoke to or met, [A.C]; Licensee Singh, G. agreed to forge documents for real estate associate, [L.A.C], for the purposes of a mortgage application. The Hearing Panel's reasons are:

In case 010661, the evidence differs from [L.A.C] case 009891. Unlike the [L.A.C] case 009891, in this case 010661, there is evidence that Licensee Singh, G. and [L.A.C] knew one another more than [L.A.C] admitted.

As was proven in both cases, there was direct involvement by [L.A.C] in the transmission of the false documents. [L.A.C]'s text indicated a letter to address financial shortcomings would be provided; and having accepted the evidence of expert Dr. Kaur as admitted and preferred over expert Davies, that Licensee Singh, G.'s signature was on the false letter and on the false cheque stubs, the Hearing Panel concludes that it is more probable than not, Licensee Singh, G. agreed to create the false mortgage application documents (the Higrade Inc. letter, the Higrade Inc.cheques and cheque stubs) for [L.A.C]

The Hearing Panel accepts [R.B]'s evidence that:

Licensee Singh, G. is a licensed RECA realtor (Exhibit 11), who was originally licensed by RECA on August 13, 2013; and currently suspended. Exhibit 11 shows Licensee Singh, G.'s phone number as [PHONE]; the same phone number as used on the Higrade Inc. employment letter. The licensing history (Exhibit 11) also cited Licensee Singh, G.'s residential address; being the same as the address on the Higrade Inc. letter.

RECA issued a September 4, 2019 (Exhibit 12) letter to TD. TD responded on September 23, 2019, by confirming the Canada Trust account number *****7674 belongs to Higrade Inc., operated by Licensee Singh, G. TD supplied proof of the signator for account xx674 as Higrade Inc. President Singh, G.

Findings: Case 010661- [A.C]

The evidence is unequivocal that [A.C] did not work for Licensee Singh, G.'s company Higrade Inc. and that Licensee Singh, G. had never spoken to, or met, [A.C]. The Hearing Panel finds that on the balance of probabilities, it is more likely than not, that Licensee Singh, G. forged the false employment letter and two paycheques used in support of [A.C]'s mortgage application.

The Hearing Panel's analysis and reasons are:

- a. The handwriting analysis expert report of Kaur, that is preferred over the handwriting analysis expert report of Davies, opined that the same person signed the false Higrade Inc. letter and each of the false Higrade Inc. paycheques; and that person's signature matched the signature of Licensee Singh, G. As stated earlier, Kaur's report is given more weight than Davies's report because it employed a more detailed methodology in its analysis, was more precise in its conclusions and the subject matter of the report relates specifically to Kaur's area of expertise.
- b. It is more probable that Licensee Singh, G. forged the signature on the false documents, rather than [L.A.C], even though Licensee Singh, G. testified that he left [L.A.C] alone in the home office where the Higrade Inc. cheques were stored. Licensee Singh's evidence on this point was inconsistent, and therefore lacks credibility, because on cross-examination the Licensee testified that he stored the Higrade Inc. cheques in two locations: at his business office (where he conducted no real estate business) and at his home office.
- c. The Panes analysis demonstrates that the original Higrade Inc. letter, was stored on the Licensee's computer. Licensee Singh, G. was responsible for the care and control of access to documents stored on his computer.
- d. It is not in factual dispute that [L.A.C] conveyed the false Higrade Inc. documents to [L.L]. One can reasonably deduce that the false Higrade Inc. letter originated from Licensee Singh, G.'s computer, and was passed to [L.A.C] for delivery to [L.L], in support of a mortgage application that would benefit [L.A.C] once the commission was paid.

- e. The evidence given in Case 009891, that Licensee Singh, G. required a \$2,000 cash payment for the issuance of a false document, is more likely than not, a motivating factor for Licensee Singh, G. to issue a false document in this case.
- f. Licensee Singh, G. denied any relationship with [A.C], or with [M.S.C]. The Hearing Panel accepts that [A.C] and [M.S.C] had no direct relationship with Licensee Singh, G.; however, the evidence from both Licensee Singh, G. and [L.A.C] confirms there was a relationship between Licensee Singh, G. and [L.A.C] The fact that there was a relationship that warranted an invitation to Licensee Singh, G.'s home office, instead of his business office, provides a rationale for Licensee Singh, G. to forge an employment letter for [A.C], because the benefits of issuing the false letter would ultimately impact Licensee Singh, G.'s relationship with [L.A.C]
- g. The evidence from Exhibit 10(2) in Case 009891 demonstrates that [L.A.C] confirmed on November 21, 2018, at 11:38 a.m. to [A.C] that "There is a good chance to get the letter done". By remarkable coincidence, the false Higrade Inc. letter was dated November 21, 2018.

Findings: Case 011302 – [S.K.K] & [S.S.K]

The Hearing Panel finds that Licensee Singh, G. did, on the balance of probabilities, breach s.42(b) of the *Real Estate Act* Rules, when he acted as a real estate associate for the Buyers because:

- a. Exhibit 72 demonstrates that Licensee Singh, G.'s brokerage house confirmed that there was no written deal naming [S.S.K] as a client. However, page 569 of Exhibit 72, names Licensee Singh, G. as Builder/Realtor for [S.S.K] and [S.K.K] on a Builder/Relator Cooperation Program document; and based on this document, there was a real estate associate relationship between Licensee Singh, G., [S.S.K], and [S.K.K].
- b. Exhibit 105 was a First National letter dated June 24, 2019, for Mortgage No. ***7306 for [S.K.K] and [S.S.K], citing approval for a transaction to close on January 23, 2020 for a mortgage of \$365,000, for property at [ADDRESS 2]. The letter (Exhibit 105) also stated that "All other conditions are now satisfied." The letter bears the signature of [A.S], Senior Mortgage Advisor.
- c. The Hearing Panel also notes that although the false First National letter (Exhibit 105), states "approved", the allegation made by the Registrar states "pre-approval". This distinction does not prejudice Licensee Singh, G. in knowing the case against him, in his preparation for the hearing or in defending the allegations against him.
- d. Exhibit 77, at page 683, being an email from [R.D], Director, Quality Assurance First National Financial Ltd. confirms that the First National letter for Mortgage #***7360 was false because:
 - i. [S.S.K] and [S.K.K] are not borrowers of First National Mortgage #***7360,
 - ii. [S.S.K] and [S.K.K] have never been customers,
 - iii. [A.S] is not employed and has never been employed by First National,
 - iv. [A.W] is not the borrower of First National Mortgage ***7306, and

v. [A.W] has never been a customer.

e. According to Exhibit 58, at page 143, the false First National pre-approval letter for mortgage #***7360 issued for [S.S.K] and [S.K.K], is nearly identical to, and more likely than not created from a template that arose from a [A.W] mortgage pre-approval letter created in October 2018 (as per the panes analysis that showed an account named Higrade Inc. made edits in Adobe Acrobat in June 2019 to a First National cover sheet, that was created from a template that arose from a [A.W] mortgage pre-approval letter created in October 2018.)

f. The modified panes analysis demonstrated that the June 4, 2019, letter for the [P.S]/[Y.L] case was created by editing the letter that was created for [S.S.K] and [S.K.K] on June 1 2019; and that was based upon the [A.W] template created in October 2018.

g. According to Witness [M.R.A]'s testimony, [A.W] was a prior mortgage client of Licensee Singh, G.

h. Licensee Singh, G. admitted on cross-examination that he sent the false First National letter issued for [S.S.K] and [S.K.K] to the Sellers of the home located at [ADDRESS 2], and sold by Rohit.

i. The Hearing Panel finds that it is more probable than not, that Licensee Singh, G. knew the First National letter (Exhibit 105) was false, because Licensee Singh, G. created, and as opined by Kaur, signed, it.

You did not enter a written service agreement with your Buyer clients, [S.K.K] and [S.S.K], contrary to *s.43 (1)* of the *Real Estate Act* Rules.

Exhibit 72 demonstrates that Licensee Singh, G.'s brokerage house confirmed that there was no written agreement between Licensee Singh, G., [S.S.K], and [S.K.K] or either of them. The Hearing Panel accepts that evidence, and finds that Licensee Singh, G. breached *s.43 (1)* of the *Real Estate Act* Rules.

Procedural Fairness Considerations

An administrative regulatory body does not have the same duty to investigate and present their case, as would be expected in a criminal case. In this case, there is no evidence that RECA, or its counsel, failed to disclose the information that was gathered, or that RECA selectively excluded evidence favorable to Licensee Singh, G. Nor is there evidence that RECA, or its legal counsel, turned a blind eye to evidence that was known to either of them, and in doing so, failed to present RECA's cases in a fair manner, so as to cause this Hearing Panel to question procedural fairness. No evidence was put to this Hearing Panel by Licensee Singh, G. to indicate that RECA acted in bad faith, was procedurally unfair or failed to follow a lead that arose during the investigation, that would have exonerated Licensee Singh, G.

Licensee Singh, G. had the opportunity to call witness that may have given exculpatory evidence on his behalf; and he did so. The Hearing Panel heard and preferred the evidence of RECA's witnesses over the evidence of Licensee Singh, G.'s witnesses. In making its findings,

the Hearing Panel did not give any weight to witness [S.C.]’s testimony about whether Licensee Singh, G. acted in a conflict of interest in allegedly selling RSP’s.

It may very well be that there are false mortgage approval letters being used in Alberta’s real estate industry. Even so, the issue in the four cases before this Hearing Panel is whether Licensee Singh, G. issued the false documents in each of the four cases. Pointing the finger at others who may act improperly is not a defence to Licensee Singh, G.’s alleged acts in these cases.

Request for Submissions on Sanction and Costs

The Hearing Panel requests written submissions from the parties on the appropriate sanction and costs, and directs as follows:

1. RECA must supply its Written Submissions to the Hearings Administrator within 14 days of receipt of this decision. The Hearings Administrator will supply those written submissions to Licensee Singh, G. immediately upon receipt;
2. Licensee Singh, G. must supply his written submissions to the Hearings Administrator within 14 days of receipt of the case presenter’s written submissions. The Hearings Administrator will supply his written submissions to RECA immediately upon receipt.
3. RECA may supply a rebuttal within 7 days of receiving Licensee Singh, G.’s submissions. Once the timelines above have passed, the Hearings Administrator will provide all written submissions to the Hearing Panel for consideration and decision on sanction and costs.

This Decision is signed at the City of Calgary, in the Province of Alberta, on this 4th day of November, 2022.

“SIGNATURE”

[G.F], Hearing Panel Chair

THE REAL ESTATE COUNCIL OF ALBERTA

IN THE MATTER OF Sections 39(1) (b) (I) and 41(1) of the *REAL ESTATE ACT*,
R.S.A. 2000, c.R-5

AND IN THE MATTER OF a Hearing regarding the conduct of
GAGANDEEP SINGH, Real Estate Associate & Mortgage Associate,
Currently unregistered, previously registered with
Grand Financial Group Ltd. o/a Dominion Lending Centres Grand Financial and with Enrich
Mortgage Group Ltd. o/a Mortgage Alliance – Enrich Mortgage Group and with Mortgage
line Inc. o/a Mortgage line Mortgage Architects and with
Urban Real Estate Services Ltd. o/a Urban-Realty and with Discover Real Estate Ltd. and with
4th Street Holdings Ltd. o/a Re/Max Real Estate (Central).

Hearing Panel Members: [G.F], Hearing Panel Chair
[L.M]
[G.P] (alternate for [S.D])

Hearing Date: May 24 – June 3, 2022

Decision Date: February 13, 2023 as issued on February 13, 2023

Submissions: Ms. Sania Chaudhry, Counsel for the Registrar of the Real Estate
Council of Alberta

Mr. Fred Fenwick, KC., Legal Counsel for
Mr. Gagandeep Singh, Licensee

Hearing Panel Decision – Phase II – Sanction and Costs

On November 4, 2022, the Hearing Panel released its Decision in the above four cases regarding the merits of the conduct allegations made by the Registrar, against the Licensee Mr. Gagandeep Singh (Phase 1 – the “Conduct Decision”).

The evidence from Phase 1 of the hearing included handwriting expert reports, false letters of employment, false mortgage pre-approval letters, a false work permit, false paycheques, and false cheque stubs.

The Hearing Panel found that the Licensee knowingly participated in fraud in the provision of his services, in each of the four cases, in breach of Section 42(b) of the Real Estate Act Rules; and specifically in the creation and distribution of the following false documents:

Case 011302 a false First National pre-approval letter that the Licensee admitted sending to First National; and that was signed as a forgery by the Licensee.

Case 010371 a false First National mortgage pre-approval letter that was signed as a forgery by the Licensee; and the Licensee creating and issuing a false Government of Canada work permit.

Case 010661 a false Higrade Inc. employment letter, two false Higrade Inc. paycheques; all of which were signed as forgeries by the Licensee.

Case 009089 a false First National pre-approval letter that was signed as a forgery by the Licensee.

During Phase 1 of the hearing process, the Hearing Panel also heard evidence and found that the Licensee did not enter into a written service agreement with his clients, in Cases 011302, 010371 and 009089. By not doing so, the Licensee breached Section 43(1) of the Real Estate Act Rules three times.

By committing these seven breaches, the Licensee acted contrary to Section 42(b) and Section 43(1) of the *Real Estate Act Rules* by engaging in conduct that undermines the public confidence in the industry, harms the integrity of the industry, or brings the industry into disrepute.

In the Conduct Decision, the Hearing Panel directed the parties to make written submissions on Sanctions and Costs, for consideration in Phase 2. The directive was done in accordance with RECA's Hearing and Appeal Practice and Procedure Guidelines (the "Guidelines"), and in particular, Part 5B.

On November 7, 2022, the Registrar issued its 476 page formal written submission relating to Sanction and Costs (Phase 2). On November 18, 2022, the Licensee submitted a nineteen page written submission relating to sanctions and costs. On November 21, 2022, the Registrar responded to the Licensee's submission, with a four page Rebuttal.

On December 2, 2022, in the interests of procedural fairness, a directive was issued by this Hearing Panel, inviting the parties to submit an Agreed Statement of Facts, or an Agreed List of Exhibits, on or before December 12, 2022, and to give written notice of any intent to introduce new evidence for consideration in Phase II.

On January 11, 2023, the hearing panel caucused to consider the Registrar's and the Licensee's submissions on Sanction and Costs. No response was before the hearing panel, from either party, regarding the December 2, 2022 Directive.

On January 20, 2023, it came to the attention of this hearing panel that due to an administrative oversight, neither party to cases 009089, 010371, 010661 and 011302 was served with the December 2, 2022 directive. The December 2, 2022 directive had been served on the parties to the concurrent Case 009891.

On January 25, 2023, the Hearing Panel issued a Supplemental Directive, to address the procedural fairness impact of the administrative oversight. To ensure procedural fairness, the hearing panel considered it necessary to provide the parties to cases 009089, 010371, 010661

and 011302 with equivalent time to respond to its December 2, 2022 Directive. On January 25, 2023, Supplemental Directive was issued; it amended the December 2, 2022 Directive deadlines from December 12, 2022 and December 16, 2022 to February 5, 2023 and February 9, 2023.

The January 25, 2023 Supplemental Directive was served on the parties to Cases 009089, 010371, 010661 and 011302. In the interest of full disclosure, the January 25, 2023 Supplemental Directive was provided as information to the parties in Case 009891.

As at the new deadlines of February 5, 2023 and February 9, 2023, and continuing thereafter, no further submission was received from either party to Cases 009089, 010371, 010661 and 011302.

On February 13, 2023, the Hearing Panel convened to review the Registrar's written Submission on Sanction and Costs, the Licensee's Reply, and the Registrar's Rebuttal; plus any new submissions or evidence arising from the January 25, 2023 Supplemental Directive. Given no new submissions and no new evidence was before the hearing panel on February 13, 2023, the hearing panel reviewed and adopted its January 11, 2023 decision, as follows:

Panel Recusal (Mistrial)

The Licensee's Reply raised the issue that this hearing panel must declare a mistrial i.e. recuse itself. The Licensee's reasons were:

- a) At paragraph 52 of the Registrar's written submission, the Registrar refers to an administrative penalty that was imposed upon the Licensee, and that the Licensee has appealed.
- b) In Phase 1 of the hearing, the Registrar did not introduce any evidence relating to the administrative penalty.
- c) As a result of the Registrar not introducing evidence relating to the administrative penalty during Phase 1, the Licensee did not have the opportunity to cross examine or challenge the Registrar's evidence relating to the administrative penalty, during Phase 1.
- d) It is "extremely prejudicial and unfair" for the Registrar to inform the hearing panel of the administrative penalty during Phase 2, because no evidence relating to the administrative penalty, was led during Phase 1.
- e) Having been made aware of the administrative penalty, Phase 2 of the hearing process has been "irretrievably and prejudicially" affected.
- f) The Registrar did not need to inform the hearing panel of the administrative penalty, because the hearing panel had already made its Phase 1 decision.
- g) As a result of the hearing panel being in receipt of this information, the hearing panel's remedy is to recuse itself; and
- h) A new hearing panel should be appointed, to decide Sanction and Costs.

Issue: Did the Registrar act in a prejudicial manner, when during Phase 2, rather than Phase 1, the Registrar informed the hearing panel of the administrative penalty imposed upon the Licensee? Answer: No.

Reasons:

The hearing panel accepts the Registrar's submission, as outlined in its Reply, that it would have been inappropriate to introduce evidence of an administrative penalty, during Phase 1 of the hearing. Phase 1 of the hearing is limited to determining if the Registrar has met the burden of proof for the allegations outlined in the Notice of Hearing. It would be highly prejudicial to a Licensee, to introduce evidence of an administrative penalty, during Phase 1. Introduction of evidence relating to allegations of alleged prior wrong doing; or penalties or sanctions relating to prior disciplinary proceedings, must not be admitted during Phase 1, to ensure the hearing panel is not influenced or biased due to that evidence. The Registrar acted properly by not introducing that evidence during Phase 1.

The Licensee, on the other hand, introduced during Phase 1, evidence of Dreamland Administrative penalties. This evidence was given no weight by the hearing panel during Phase 1, because evidence relating to administrative penalties, was not relevant nor material to the issues relating to Mr. Singh's alleged breaches.

During Phase 2, evidence relating to prior administrative penalties, and disciplinary sanctions is relevant and material to a hearing panel's determination regarding Sanction and Costs. *Jaswal* is clear and binding authority on that point:

...the previous character of the offender and in particular, the presence or absence of prior complaints or convictions ...

While it is true that administrative penalties are a matter of public record, this hearing panel did not search for information on public websites, in making its deliberations. This hearing panel relies only upon the written submissions, and record, before it. The fact that the Registrar's submission includes that information is the issue; not the source of it. The hearing panel was not prejudiced by information that the Registrar properly placed before it, during Phase 2 of the hearing.

Issue: Should this hearing panel recuse itself, and declare a mistrial? Answer: No

Reasons:

The Hearing Panel disagrees with the Licensee's submission, that the hearing panel is prejudiced by having been made aware of information that was properly placed before it, during Phase 2 of this hearing. The application for a "mistrial" does not meet the threshold test of the trial process "having been fatally wounded" and in the "clearest of cases". If there was any prejudice to the Licensee, which this panel concludes was not the case, the Licensee did not act upon his opportunity to address that perceived damage. The Licensee was put on notice, upon receipt of the Registrar's Phase 2 submission that the fact of an administrative

penalty, and its appeal, was before the hearing panel. The Registrar acted fairly by ensuring the hearing panel was aware that the administrative penalty was appealed. In the personal circumstances section of his Reply, the Licensee limited his Reply to the fact that he had no disciplinary record. The hearing panel considers that information of more weight and value to its determinations, than an administrative penalty, under appeal.

The Hearing Panel accepts the Registrar's submission that during Phase 2, it may give such weight to a Licensee's disciplinary history, as it considers fair and just. This hearing panel prefers to give far more weight to evidence introduced in Phase 1, relating to the Licensee's conduct, the nature of the proven multiple allegations of fraud and his repeated failures to enter a written service agreement, and its impact upon the complainants, the profession and the public, in determining an appropriate Sanction and Costs.

Sanction and Costs

In reaching its decision on sanction and costs, the Hearing Panel applied the factors outlined in *Jaswal v Medical Board (Nfld.) (1996)138 Nfld. & PEIR 181*. Those factors are:

a) The nature and gravity of the proven allegations:

The Licensee intentionally participated in mortgage fraud in four different instances, when he created, and distributed, false documents in support of four multiple mortgage applications. The Licensee engaged in a pattern of behavior that violates the fundamental trust and honesty that the public, lending institutions and other professionals rely upon, to conduct real estate business in good faith.

When the Licensee created and sent the false documents, he was acting as a fiduciary to ensure that he delivered accurate and reliable information on behalf of his clients to the builder and the financial institutions.

Instead of fulfilling his professional obligation to enter into written service agreements with his clients, and to act with honesty, the Licensee committed multiple omissions, and multiple acts, including forgery, that he knew, or should have known, were wrong. By committing multiple acts of fraud, and by failing to enter into the required written service agreements, the Licensee undermined the confidence of his clients, the builder, the mortgage associate, the financial institutions and the public, all of whom rely upon licensed members of the real estate profession to act with honesty and integrity.

Part 2 of *the Real Estate Act Rules*, section 41(a) requires that a Licensee "act honestly", and at Section 41(d) fulfill their fiduciary duties to their clients. The Rules also require at Section 41(g) that the Licensee practice in strict accordance with the *Act*, Regulations, Rules, and Bylaws ...". Section 42(b) prohibits a Licensee from participating in fraudulent activities in the provision of services.

The Hearing Panel is unanimous that the Licensee's omissions in not entering into service agreements, and his actions and pattern of behavior, is committing multiple acts of fraud, are serious and egregious breaches of his professional responsibilities

under the Rules; and that his multiple breaches were a violation of the fundamental trust and confidence that the public place in real estate professionals. The impact upon public confidence in the profession must be given significant weight when considering the *Jaswal* factors.

The rationale for giving significant weight to the impact of the Licensee's conduct upon public confidence in the profession is articulated in *Bolton v Law Society [1993] EWCA Civ 32*, wherein the Court states that:

A profession's most valuable asset is its collective reputation and the confidence that it inspires. ... a solicitor appearing before a tribunal can adduce a wealth of glowing tributes ... show that ... the consequences of ... suspension would be little short of tragic. Often he will say, convincingly, that he has learned his lesson and will not offend again. ... All these matters are relevant and should be considered. But none of them touches the essential issue, which is the need to maintain among members of the public a well founded confidence that any solicitor whom they instruct will be a person of unquestionable integrity, probity and trustworthiness. ... The reputation of the profession is more important than the fortunes of any individual member ...

There is no specific legal test to determine if license cancellation is an appropriate sanction. The Supreme Court of Canada, in *The Law Society v Ryan, 2003 SCC 20*, endorsed the sanction of a license cancellation wherein the member's misconduct was similar to conduct for which a professional disciplinary body previously imposed such a sanction and the conduct was a serious and egregious breach of the member's professional conduct and responsibilities; and there is no compelling evidence of mitigation.

The Hearing Panel accepts the Registrar's submission that *Ryan*, as well as *the Law Society of Upper Canada v Mucha 2008 ONLSAP 5*, create a presumption in law that dishonest conduct, including mortgage fraud, without mitigating factors, warrants cancellation of a professional license.

The Alberta Court of Appeal, in *Adams v Law Society of Alberta 2000 ABCA 240* upheld a lawyer's disbarment on the basis that a single violation can undermine confidence in the profession and that act, can violate the public's trust in the legal profession. Mortgage fraud, intentional fraud and acts of dishonesty have resulted in license cancellation for members of the real estate profession. *The Real Estate Council vs Paramjit Kaur Aulakh 2019 ABRECA 121 at para 5.5(5)*, *Real Estate Council of Alberta decision for Case 005064 against Industry Member Mehboob Ali Merchant at p 55 and p 59*, and *Inglis 2019 CanLII 53386 (BC REC)*

The *Real Estate Act Rules, Division 5, Section 26*, deem cancellation of a license to have occurred when a license is "terminated, suspended or cancelled". Cancellation can range from a lifetime ban, to a three year ban as permitted in the *Real Estate Act*. Nor is an unblemished history, or modest financial impact on the complainant, a bar to license cancellation, *Merchant at p 55 and p 59*.

The Hearing Panel accepts the Registrar's submissions that the Licensee's multiple omissions of failing to enter into a written service agreement, coupled with the multiple acts of mortgage fraud (providing false documents to a builder and mortgage associate) are serious violations, and although these actions do not warrant a lifetime cancellation, they warrant this Hearing Panel exercising its discretion, as set out in *Aulakh*, to impose a ten (10) year cancellation, rather than the nine (9) year cancellation proposed by the Registrar.

The only evidence that can displace the presumption of cancellation is compelling psychiatric or psychological evidence that, among other things, credibly indicates not only that the misconduct was out of character and unlikely to recur, but explains why it occurred. *Law Society of Manitoba v MacIver* [2003] L.S.D.D. No. 29. In this case, the Licensee provides no psychiatric or psychological evidence of any kind.

Mitigating factors must be compelling to displace the presumption of cancellation. Evidence of those mitigating factors must be exceptional; and could include medical reasons, financial desperation or severe duress. The evidence proving these exceptional circumstances must be so obvious to the public, that there is no need to reassure the public about the integrity of the profession. *The Law Society of Upper Canada v Abbott* 2017 ONCA 525 at page 25.

The Licensee submits that the fact he was suspended on an interim basis for these matters, for the past two (2) years, is a mitigating factor. The panel accepts this submission, and for that reason, along with the Registrar's lack of specificity as to when the cancellation should commence, this hearing panel directs that the commencement date of cancellation of the Licensee's license, shall be the date that his license was temporarily suspended.

The Licensee has not provided evidence of exceptional circumstances; to warrant a suspension or cancellation of only six (6) months duration, as proposed in his Phase 2 submission on Sanction and Costs. The Licensee pointed to his personal circumstances, including his immigration to Canada, the death of his father when the Licensee was four years old, and that he supports his Mother, and pays rent to his sister, as exceptional circumstances, to justify such a six month cancellation or suspension.

At page four of the Licensee's submission, he acknowledges that there are no mitigating circumstances in this case. At pages 2 and 3 of the Licensee's submission, he acknowledges that he is a young, being 32 year old man, who is also well educated, having completed high school, real estate licensing training, and mortgage licensing training. The panel found that the Licensee created false letters and documents using a computer; therefore, he has technical software skills.

The panel disagrees with the Licensee's written submission at page 2, that "he has no other career or education to fall back on ..." The Licensee's evidence during Phase I of the hearing was that he and his Mother, are Directors and Officers of Higrade Inc., a corporate entity that hires and pays tradespeople. If he has not done so already, the Licensee has the capacity to earn income through Higrade Inc.

Also, the Licensee's evidence, and that of a witness, was that the Licensee arranges insurance policies for people. Based on the Licensee's evidence, he has at least two other sources of income and employment. He is also capable of seeking employment in the use of computer software. The Licensee's capacity to earn a living, to borrow funds and to turn to his community for support, is not an exceptional circumstance to warrant a six month cancellation or suspension of his license.

Nor is the evidence that the Licensee had no prior conduct issues during his career, sufficient to qualify as an exceptional mitigating factor; this is particularly so, in light of the number of proven allegations of fraud and failure to comply with two sections of the Real Estate Act Rules.

While the cancellation of a license may have a specific deterrence effect upon a Licensee, in this case, the Licensee has not accepted responsibility for the impact of his fraudulent acts. A Licensee has the legal right not to plead when a complaint is filed against him. The Registrar must prove the allegations; the Licensee is not required to assist with that task by making admissions against his interests. The Registrar alleges that the Licensee was not forthcoming in the investigation nor the hearing. The Panel does not accept the Registrar's submission because the evidence before the hearing panel was that Licensee gave a statement to the Registrar, produced records, co-operated in setting dates, and cooperated in the conduct of the hearing. The fact that the Licensee exercised his legal rights is not an aggravating factor in determining the appropriate sanction. Co-operation, and the answering panel questions, is expected of a Licensee, and required by the RECA Hearing Guidelines; complying with the Guidelines is not a factor to justify a six month sanction.

However, if the Licensee had chosen to admit, in all four cases, that he engaged in fraudulent behavior; and as a result of admissions in four cases, eliminated the need for the Registrar to conduct four days of hearing, and call multiple witnesses including a handwriting expert, to prove the four cases against him, such an admission could be factored into the panel's analysis during this 2nd Phase of the hearing process.

The panel accepts the Registrar's submission that the Licensee's four breaches of Rule 42(b) is one of the most serious offence types; and it is made worse by being deliberate acts. The evidence in this case was convincing; that the Licensee used a legitimate letter issued on behalf of a former client, and a Government document issued to a former client, to take the deliberate steps of making false modifications with the intent to deceive, in multiple instances. His deceptions are wrongful, numerous and occur on different dates; indicating that he took multiple and deliberate steps to commit, and hide, his deceptive acts.

The Licensee's multiple breaches cause damage to the real estate industry; and to those whom Licensee had a duty to serve in an honest manner. In this case, the Hearing Panel considers it appropriate and necessary to cancel the Licensee's license for ten years, effective as at the date of temporary suspension, and impose a significant fine, as a form of specific deterrence. The evidence in Phase 1 was that the Licensee required financial compensation for his creation and delivery of false documents; this

requirement indicates a pattern of behavior, and not an act(s) that was out of character. His pattern of engaging in fraud over a period of time, was very much "in character".

The Hearing Panel finds that a ten year cancellation from the date of the Licensee's temporary suspension, also provides general deterrence to other members of the profession. The hearing panel considered and rejected the Licensee's submission that a six month suspension, is consistent with similar precedents or the public's expectations, in fraud cases. Public and member confidence in the profession's ability to self-govern and maintain its integrity must be preserved. As was articulated in *Bolton*, it is imperative that the Licensee be removed from the profession, to achieve that goal, and demonstrate to the public that the privilege of self-governance accorded to it, by the Legislature, is taken seriously by the profession.

b) The age and experience of the Licensee

The Licensee is thirty-two (32) years old, and has been licensed as a realtor in Quebec since 2010; and in Alberta since 2013. Also, the Licensee has been licensed as a Mortgage Associate since 2018. It is a very aggravating factor that a Licensee with no less than twenty (20) years of professional experience, and two Licenses, would act dishonestly, and commit fraud, rather than protect his clients, his professional reputation and the reputation of the real estate profession.

c) The previous character of the Licensee, and in particular, the presence or absence of prior complaints or convictions.

The Licensee submits that he has "no disciplinary history". The Registrar submits at page 12 of its written submission, that the Licensee has had an administrative penalty issued for unlicensed activity while his license was suspended. The fact that an administrative penalty was issued, can be an aggravating factor. However, the administrative penalty is under appeal; therefore, it could be unfair to consider the administrative penalty an aggravating factor.

d) The number of times the offence was proven to have occurred.

The fact that numerous fraudulent materials were knowingly created, and distributed by the Licensee, to multiple individuals and financial institutions, is an aggravating factor. Multiple failures to enter into a written service agreement are extremely aggravating.

e) The role of the Licensee in acknowledging what occurred

The Licensee's failure to acknowledge the impact of his fraudulent acts, and his omissions in not entering into service agreements, is an aggravating factor.

f) Whether the Licensee already suffered serious financial or other penalties as a result of the allegations having been made

On December 1, 2020, RECA temporarily suspended Mr. Singh's real estate license and his mortgage associate's license, pursuant to its authority under s.53(1)(a) of the *Real Estate Act* (Exhibit E-11). The Licensee submits that he suffered financially because he has been unable to earn income as a Licensee since the temporary suspension date. The Registrar submitted in Phase 2 of the hearing that the Licensee engaged in unlicensed activity, while his license was suspended. The Licensee argues that matter is under appeal, and as a result, it is prejudicial and unfair for the Registrar to raise the issue of unlicensed activity, before this hearing panel. This hearing panel does not consider an allegation under appeal, an aggravating factor in determining sanction and costs. The hearing panel could take into consideration proof of significant income reduction, plus the impact of an administrative penalty had it been imposed upon the Licensee; however, the Licensee did not provide any evidence of income loss to this panel. Had such evidence been put forward, which did not occur, this hearing panel could have considered whether proof of income loss is a factor that warrants a lesser sanction.

g) Impact of the incident on the victims, if any

The evidence during Phase 1 of the hearing was that two of the Licensee's victims faced financial loss; and a third victim was at risk of their real estate purchase not being completed in time. The Hearing Panel accepts that their losses, and emotional stress, are very aggravating factors.

h) Mitigating circumstances

See the discussion above, wherein the hearing panel concludes, and accepts the Registrar's submission that there are no mitigating factors in any of the four cases. The Licensee did not make any submissions relating to his appeal of the administrative penalty; therefore, no mitigating circumstance arises on that basis.

i) Aggravating circumstances

See the discussion above regarding the nature of the contraventions; and the impact upon the public's perception of the real estate profession. In addition, the hearing panel notes the evidence heard in Phase 1, that the Licensee acted as both a mortgage associate and real estate associate on the same matter, when he submitted a mortgage pre-approval letter to remove conditions on a real estate purchase contract of a new build home, for which he was the realtor. The hearing panel considers this dual role as a failure of the Licensee to act in accordance with his ethical obligations, and an aggravating factor.

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

The Hearing Panel accepts that there is a general need to make other members of the real estate industry aware that fraud, and especially multiple acts of fraud, are a very serious matter; and can result in cancellation of a license. There is also a need in this case, to ensure that the Licensee is specifically deterred from committing a dishonest act in the future.

The Licensee's fraudulent acts, misrepresentation and dishonesty impact the reputation of the entire real estate profession. They also undermine public confidence in the real estate industry. The Hearing Panel accepts the Registrar's submission that the committing of multiple acts of fraud undermine public confidence in the profession, is a very aggravating factor.

- k) 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

The Hearing Panel finds that there would be a high degree to which the offensive conduct falls outside the range of permitted conduct.

- l) The range of sentence in other similar cases

The Registrar submits at Page 14, Paragraph 60, that fines for a breach of Rule 42(b) range from \$20,000 to \$84,000 and a license prohibition from 1 year to ten years. The Registrar recommends at Page 14, Paragraphs 61, a nine (9) year license cancellation and a \$20,000 fine for each case.

A similar precedent to this case exists in *The Real Estate Council of Alberta vs Alman Adel, 2010*, wherein a Licensee recruited his client into acting fraudulently, causing the client financial hardship. This case resulted in a breach of Rule 42(b), plus other breaches, and a 10 year license cancellation, plus a fine of \$63,500 for one breach alone, plus costs of \$152,584. In this case, the Licensee had potential to benefit financially, from his fraudulent acts. He exploited the duties he owed to his former clients by using their documents, to create false documents for current clients. Also, as was the case in *Adel*, the Licensee knew that some of his clients were more vulnerable, and in lesser positions of power, due to their recent immigration to Canada.

The Hearing Panel accepts the Registrar's submission that given multiple breaches, the severity of his breaches, and lack of taking responsibility for his actions, that the Licensee should be sanctioned at the higher end of licensing prohibition, being ten (10) years from the date of suspension; and the lower end for fines of \$20,000 for each breach of Rule 42(b) for a total of \$80,000 in fines, for four breaches. The Hearing Panel also notes that the Registrar has not sought a fine for each of the four counts of failing to enter into a written service agreement.

Costs

The Real Estate Council of Alberta By-Laws, Section 28(1) stipulate that when an industry member is ordered to pay costs under Section 43(2) of the Act, the costs payable shall be determined in accordance with a set fee schedule for investigation costs; and for hearing costs. RECA's Hearing and Appeal Practice and Procedure Guidelines, Part 5, Section D, include the cost of the Registrar's legal counsel, as hearing costs. Resolution 2012-8, of the Real Estate Council of Alberta Section 28(3) provides that "subject to the Hearing Panel's discretion", the following Guide to Costs may apply for a fully contested hearing:

Column 2

Column 3

Total fine or penalty	\$5,000 - \$9,999	\$10,000 – 29,999
Costs	\$0 to \$2,500	\$0 to \$5,000

Section 28(4) sets out nine factors the Hearing Panel may consider in determining any cost order. Those factors are:

- i. The degree of co-operation of the industry member. In *Re Pethick 2019 AB RECA 118* at p.4-5, a RECA appeal Hearing Panel determined that consideration should be given to whether either party unnecessarily or unduly complicated the process, or otherwise unreasonably made the process more expensive or time consuming. The Hearing Panel accepts the Licensee’s submission that he co-operated by providing a written statement to RECA’s investigating officer, and co-operating with directions from the Hearing Panel and participating in the hearing process
- ii. The result of the matter and degree of success. *Pethick* at p 5-7 indicates that the Hearing Panel should consider if the actions of the successful party, influenced the ultimate decision. RECA proved all four of its cases on the balance of probabilities; the result being a multiple findings of fraud and breaches of the requirement to provide a written service agreement, against the Licensee.
- iii. The importance of the issues. At p 7, *Pethick* requires that the Hearing Panel consider the importance of the litigated issues to the industry. Multiple acts of fraud are a serious allegation that has a significant impact upon the integrity of the real estate profession and the public’s confidence in the profession to self-regulate. The issue was very important to the industry.
- iv. The complexity of the issues. The Licensee did agree with the Registrar regarding the concurrent hearing of the four cases, along with the Registrar’s case 009891 against self-represented [L.A.C]. This procedural agreement resulted in less complexity and use of time, in calling two expert witnesses once, instead of twice; however, this agreement also made the case more procedurally complex for the self-represented Licensee.
- v. The necessity of incurring the expenses. An investigation and a hearing was required, to determine if the complaint had merit.
- vi. The reasonable anticipation of the case outcome. *Pethick* at p. 7-8 indicates that this factor is relevant where it is *plain and obvious* that a party was destined to lose. Given the clear and convincing evidence of the fraudulent nature of the documents in each of the four cases, it was reasonable to anticipate the Registrar would prove its case, *if* the Registrar’s expert witness evidence was given more weight than the Licensee’s expert witness evidence.
- vii. The reasonable anticipation for the need to incur expenses. Given the Licensee denied each of the four complaints had merit, notwithstanding

the evidence, it was reasonable to anticipate the need to incur the expense of a four day hearing.

- viii. The financial circumstances of the industry member; and any financial impact experienced to date by the Licensee. *Pethick* at p 8-9 requires evidence of any financial impact. The Licensee has not provided the Hearing Panel with any evidence to verify that he suffered a financial impact that he has experienced to date, as a result of these complaints. The panel cannot, and does not, assume that a suspended Licensee has not enjoyed the benefit of other sources of income, during the suspension period. .
- ix. Any other matter. Neither the Registrar nor the Licensee provided evidence of any other matter that would affect the Hearing Panel's determination of reasonable and proper costs.

Pethick factors must be considered in light of *Jinnah v Alberta Dental Association and College, 2022 ABCA 336*. The Alberta Court of Appeal stipulated that the governing body should bear the costs associated with the privilege and responsibility of self-regulation, unless:

- a) serious unprofessional conduct has occurred. The member must have known the behavior was unacceptable and unprofessional and that the member can be ordered to pay "a substantial portion or all of the costs". Fraud was cited as an example of serious unprofessional conduct.
- b) the member is a serial offender i.e. engaged in unprofessional conduct on two or more occasions. A repeat offender may be ordered to pay "some" costs. A repeat of less serious offences could justify less than 25% of the costs.
- c) the member failed to co-operate with investigators. The Registrar is forced to spend more resources than necessary. The member may be ordered to pay those additional costs.
- d) the member engaged in hearing misconduct. The member unnecessarily prolonged the hearing or otherwise unjustifiably increased the costs. The member may be ordered to completely or largely indemnify the College for those increased costs.

In this case, the Licensee should have been aware that if the allegations of multiple acts of fraud, and multiple failures to enter into a written service agreement were proven, that based on a plain reading of the *Act*, the Rules and other materials relating to the conduct of hearings, he could be ordered to pay "a substantial portion or all of the costs" On this basis, the Hearing Panel orders that the Licensee shall pay a "substantial portion or all of the costs".

This Hearing Panel finds that all of the exceptions in *Jinnah* have been met, including the Licensee being a serial offender. The Licensee committed multiple acts of fraud, over different time periods; such acts are defined by the Court of Appeal as "serious unprofessional conduct". The Registrar is correct that full costs of the investigation of the four cases as noted in this decision, the compelling of witnesses, and actual time spent by the Registrar's counsel would be more than the \$41,585.00 in costs requested.

However, at page 21 of its written submission, the Registrar bases its grand total for costs, on 10 full days of hearing time. The panel sat for nine full days of hearing time to determine

allegations made in the five cases 009891, 009089, 010371, 010661 and 011302. The hearing commenced on May 24, 2022 and concluded on June 3, 2022.

A portion of costs has already been allocated in the decision relating to Case 009891, that was heard concurrently with the four cases that are the subject of this decision. Case 009891 occupied approximately four and a half days, of the nine full days of hearing time. Even though there was some overlap of benefit and time between the five cases, the hearing panel considers it appropriate to recalculate the Registrar’s proposed costs, to apportion costs over the four and a half days of hearing time required for Cases 009089, 010371, 010661 and 011302 that relate to Licensee Singh and are the subject of this decision. Costs are recalculated as follows:

Legal Costs – Counsel’s time: 30.5 hours of research @ \$100 - \$250 per hour
 8 hours per hearing day x 4.5 days @ \$100 – \$250 per hour

	High End	Low End
30.5 hours research:	\$7,625.00	\$3,050.00
36 hours hearing time	\$9,000.00	\$3,600.00
Hearing Secretary 4.5 days @ 8 X \$15	\$ 540.00	\$ 540.00
Hearing Panel Honoraria x 4.5 days	<u>\$6,300.00</u>	<u>\$6,300.00</u>
Grand total	<u>\$23,465.00</u>	<u>\$13,490.00</u>

The Hearing Panel finds that \$23,465.00 in costs reasonable, and in line with the requirements of *Jinnah* and *Pethick*.

In summary, and pursuant to its authority in the *Real Estate Act*, s.43(1), (“the Act”), and having found that the conduct of the Licensee was conduct deserving of sanction for having breached the Real Estate Rules s.42(b) four times; and for having breached the Real Estate Rules s.43(1) three times, this Hearing Panel Orders that:

1. Pursuant to Section 43(1)(a) of the Act, the Registrar shall cancel the Licensee’s real estate and mortgage associate licenses.
2. Pursuant to Section 43(1) (d) (1) of the Act, the Licensee shall be prohibited from applying for new licenses for ten (10) years from the date of the Licensee’s temporary suspensions, being December 1, 2020.
3. Pursuant to Section 43(1)(d)(1) of the Act, the Licensee shall be prohibited from applying for new licenses until the Licensee has met the educational requirements, and the examination requirement(s), as described by the *Real Estate Act Rules*, sections 14(b) and 14(c), as at the date the Licensee applies for new licenses;

4. Pursuant to the *Real Estate Act Rules, Division 4, Section 16(4)*, the Licensee shall not be exempt from the education, examination or other requirements prescribed, approved, or adopted by the relevant Industry Council to become a new Licensee, in the sector in which he was licensed within the past thirty-six (36) months.
5. Pursuant to Section 43(1)(d) of the *Act*, the Licensee shall pay a fine of eighty thousand dollars (\$80,000.00) for breaching four counts of the *Real Estate Act Rule 42(b)*; and
6. Pursuant to Section 43(2) of the *Act*, in addition to dealing with the conduct of the Licensee under Section 43(1), the Licensee shall pay part of the costs of the investigation and hearing, in the amount of twenty-three thousand four hundred and sixty five dollars (\$23,465.00).

Dated at the City of Calgary in the Province of Alberta on February 13, 2023.

"SIGNATURE"

[G.F]
Hearing Panel Chairperson