

THE BC FINANCIAL SERVICES AUTHORITY

**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*
SBC 2004, c 42 as amended**

AND

IN THE MATTER OF

TEMPO REAL ESTATE LTD DBA ROYAL LEPAGE BENCHMARK

AND

PAMELA CHAI

CONSENT ORDER

[This Order has been redacted before publication.]

RESPONDENTS: Pamela Chai
Tempo Real Estate Ltd dba Royal LePage Benchmark

DATE OF CONSENT ORDER: October 11, 2022

COUNSEL: Menka Sull, Legal Counsel for the BC Financial Services Authority
Bryan Hicks, Legal Counsel for the Respondents

PROCEEDINGS:

On October 11, 2022, the Superintendent of Real Estate (the "Superintendent") of the BC Financial Services Authority ("BCFSA") accepted the Consent Order Proposal (the "Proposal") submitted by Pamela Chai ("Chai") and Tempo Real Estate Ltd dba Royal LePage Benchmark ("RLB").

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Chai on her own behalf and Corrine Lyall on behalf of RLB.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and found that Chai and RLB provided real estate services in British Columbia for remuneration without being licensed to do so under the provisions of the *Real Estate Services Act* ("RESA") and without being otherwise exempt from licensing requirements under the RESA, contrary to section 3(1) of the RESA, pursuant to sections 48(4)(d) and 49 of the RESA, the Superintendent orders that:

1. RLB pay a penalty to BCFSA in the amount of \$7,500 within sixty (60) days from the date of this Order, pursuant to section 49(2)(d)(i) of the RESA;

2. Chai pay a penalty to BCFSa in the amount of \$7,500 within sixty (60) days from the date of this Order, pursuant to section 49(2)(d)(ii) of the RESA;
3. RLB pay investigation costs to BCFSa in the amount \$2,472.50 within thirty (30) days from the date of this Order, pursuant to section 49(2)(c) of the RESA; and
4. Chai pay investigation costs to BCFSa in the amount \$2,472.50 within thirty (30) days from the date of this Order, pursuant to section 49(2)(c) of the RESA

An amount ordered to be paid under sections 49(2)(c), (d), or (e) of the RESA is a debt owing to BCFSa and may be recovered as such.

Dated this 11th day of October 2022 at the City of Vancouver, British Columbia.

Superintendent of the BC Financial Services Authority

"JONATHAN VANDALL"

Jonathan Vandall
Delegate of the Superintendent of Real Estate
Province of British Columbia

Attch.

BC FINANCIAL SERVICES AUTHORITY
IN THE MATTER OF THE REAL ESTATE SERVICES ACT
SBC 2004, c 42 as amended

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IN THE MATTER OF

PAMELA CHAI

AND

ROYAL LEPAGE BENCHMARK

CONSENT ORDER PROPOSAL

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Pamela Chai ("Chai") and Tempo Real Estate Ltd. operating as Royal LePage Benchmark ("RLB") to the Superintendent of Real Estate (the "Superintendent") of the BC Financial Services Authority ("BCFSA") pursuant to sections 41 and 48(4)(d) of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, Chai, RLB, and the Superintendent have agreed upon the following facts:

1. RLB is a brokerage located in Calgary, Alberta and is licensed as a real estate broker in that province pursuant to the *Real Estate Act*, R.S.A. 2000, c. R-5.
2. Chai is licensed as a real estate broker in Alberta and has been employed with RLB since January 2, 2015.
3. Neither RLB nor Chai are licensed to provide real estate services in British Columbia; however, Chai was previously licensed to provide trading services in British Columbia from on or about June 1, 2010 to on or about March 26, 2015.
4. On or around February 14, 2020, the Superintendent of Real Estate (the "Superintendent") received a complaint dated December 10, 2019, from [Purchaser 1] ("[Purchaser 1]") and [Purchaser 2] ("[Purchaser 2]", and together with [Purchaser 1], the "Purchasers"), the purchasers of a pre-sale development unit in the [Development 1] located in North Vancouver, British Columbia (the "Development").
5. The Development unit has a residential address of [Property 1], North Vancouver, British Columbia (the "Property").
6. The Purchasers are spouses and were previously known to Chai on a personal basis. Chai and [Purchaser 2] were personal friends for several years, but they did not have any prior business dealings.
7. In or about the spring of 2016, [Purchaser 2] contacted Chai and informed her that he was interested in potentially purchasing a pre-sale property in the Metro Vancouver area. [Purchaser 2] asked Chai whether there was any particular developer that has a good reputation. Chai told [Purchaser 2] that [Developer 1] is a reputable developer. [Purchaser 2] and Chai did not discuss any particular properties at that time.

8. [Purchaser 2] and Chai subsequently discussed the Development. Chai alleges that she told [Purchaser 2] that he should contact the selling agent for the Development if he was interested in considering the Development further. [Purchaser 1] alleges that Chai approached her and [Purchaser 2] about the Development.
9. On June 18, 2016, [Purchaser 1] entered into a Contract of Purchase and Sale for the Property with the developer for the purchase price of \$1,089,000. RLB and Chai were listed as the agent and salesperson, respectively, on the Contract of Purchase and Sale.
10. The Contract of Purchase and Sale was not provided to RLB or Chai prior to its execution, and Chai did not advise the Purchasers regarding the purchase price for the Property or the terms of the Contract of Purchase and Sale.
11. On the same date, [Purchaser 1] and Chai signed a Working with a Realtor (Designated Agency) Form indicating that [Purchaser 1] was in a client relationship with RLB and Chai. Chai says she signed that document at the request of the developer.
12. [Purchaser 1], Chai and the Managing Broker of RLB also signed an Agent Commission Form dated June 18, 2016 indicating that RLB and Chai would receive a selling commission in the amount of 2.55% on the first \$100,000 and 1.1625% on the balance of the purchase price.
13. Half of the commission would be paid to RLB upon removal of conditions and the other half would be payable upon possession.
14. On June 27, 2016, [Purchaser 2] was added to the Contract of Purchase and Sale as a purchaser via an addendum. RLB and Chai did not have any involvement with that addendum.
15. RLB was paid the first half of the commission in the amount of \$7,380.23 via cheque dated April 18, 2017. RLB then paid the commission to Chai via cheque dated April 27, 2017.
16. In or around November 2019, the Purchasers were contemplating assigning the Contract of Purchase and Sale and requested certain information and documents from Chai, including a floorplan for the Property. Chai informed the Purchasers that she did not have access to the requested documents and advised them to work directly with an individual who was licensed to provide real estate services in British Columbia.
17. In December 2019, the Purchasers sent their complaint to the Superintendent.
18. RLB was paid the second half of the commission in the amount of \$7,380.24 via cheque dated August 31, 2020, and those funds were eventually paid to Chai after being held for several months.
19. In February 2022, Chai and RLB repaid the commission they received from the transaction to the Purchasers, less applicable taxes. The total amount of that payment was \$10,764.29.
20. No litigation was commenced by the Purchasers; however, they executed a release dated February 25, 2022, releasing RLB of all claims.
21. A Notice of Hearing was issued on March 18, 2022 and an Amended Notice of Hearing was issued on May 16, 2022. Both were served on Chai and RLB.
22. Neither Chai nor RLB have any previous discipline history in British Columbia or in Alberta.

PROPOSED FINDINGS

For the sole purposes of the Proposal and based on the Facts outlined herein, Chai and RLB propose the following findings be made by the Superintendent:

1. Chai and RLB provided real estate services in British Columbia without being licensed to do so under the provisions of the RESA and without being otherwise exempt from licensing under RESA, contrary to section 3(1) of the RESA, when they, in relation to the Property:
 - a. provided trading services, as that term is defined in the RESA, in respect of, but not limited to the Property, including some or all of the following real estate services:
 - i. advising on the appropriate price for the real estate;
 - ii. making representations about the real estate;
 - iii. finding a party to acquire the real estate;
 - iv. showing the real estate;
 - v. negotiating the price of the real estate or the terms of the trade in real estate;
 - vi. presenting offers to acquire the real estate; and
 - vii. receiving deposit money paid in respect of the real estate.

PROPOSED ORDERS

Based on the facts herein and the Proposed Findings, Chai and RLB propose that the Notice of Hearing in this matter be resolved through the following Orders being made by the Superintendent, pursuant to section 49 of the RESA:

1. RLB pay a penalty to BCFSA in the amount of \$7,500 within sixty (60) days from the date of this Order, pursuant to section 49(2)(d)(i) of the RESA;
2. Chai pay a penalty to BCFSA in the amount of \$7,500 within sixty (60) days from the date of this Order, pursuant to section 49(2)(d)(ii) of the RESA;
3. RLB pay investigation costs to the BCFSA in the amount of \$2,472.50 within thirty (30) days from the date of this Order, pursuant to section 49(2)(c) of the RESA; and
4. Chai pay investigation costs to the BCFSA in the amount of \$2,472.50 within thirty (30) days from the date of this Order, pursuant to section 49(2)(c) of the RESA.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Chai and RLB acknowledge and understand that the Superintendent may accept or reject the Proposal. If the Proposal is rejected by the Superintendent, the matter may be referred to a hearing.

2. Chai and RLB acknowledge that they have been urged and given the opportunity to seek and obtain independent legal advice with respect to the allegations contained in the Notice of Hearing, and the execution and submission of the Proposal to the Superintendent; and, that they have obtained independent legal advice or has chosen not to do so, and that they are making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Chai and RLB acknowledge and are aware that BCFSA will publish the Proposal and the Consent Order or summaries thereof on BCFSA's website, on CanLII, a website for legal research and in such other places and by such other means as BCFSA in its sole discretion deems appropriate.
4. Chai and RLB hereby waive their right to appeal pursuant to section 54 of the RESA.
5. If the Proposal is accepted and/or relied upon by the Superintendent, Chai and RLB will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Chai and RLB from making full answer and defence to any civil or criminal proceeding(s).
6. The Proposal and its contents are made by Chai and RLB for the sole purpose of resolving the Notice of Hearing in this matter and do not constitute an admission of civil liability. Pursuant to section 41(5) of the RESA, the Proposal and its contents may not be used without the consent of Chai and RLB in any civil proceeding with respect to the matter.

"PAM CHAI"

PAMELA CHAI

September 1, 2022 | 14:07 MDT

Dated ____ day of _____, 202__

"CORINNE LYALL"

**CORINNE LYALL, Authorized Signatory for
TEMPO REAL ESTATE LTD. operating as
ROYAL LEPAGE BENCHMARKS**

September 2, 2022 | 06:15 PDT

Dated ____ day of _____, 202__