



IN THE MATTER OF THE REAL ESTATE DEVELOPMENT MARKETING ACT

-AND-

0981478 B.C. LTD

**ORDERS UNDER SECTIONS 30(1)(a) and (b) and 32(1)
REAL ESTATE DEVELOPMENT MARKETING ACT**

Upon reviewing the submissions of staff and exhibits, I am of the opinion that:

1. 0981478 B.C. Ltd. was registered as a company in the Province of British Columbia on September 26, 2013. The registered and records office is Suite 2300, Bentall 5, 555 Burrard Street, Vancouver BC V6C 2B5. The sole director is Mark Chandler of 310 – 20780 Willoughby Town Centre Drive, Langley BC V2Y 0L7.
2. 1074936 B.C. Ltd. was registered as a company in the Province of British Columbia on May 9, 2016. The registered and records office is 189, 13897 – 74 Avenue, Surrey, BC V3W 6G6. The directors are Vasant P Patel, Khushbu Patel, and Nutanben Patel.
3. Murrayville House is a 92 unit development located at 5020 221A Street, Langley, British Columbia (the "Development"). The developer is 0981478 B.C. Ltd (the "Developer"). The Development's legal description prior to November 29, 2016 was:

PID: 027-068-129

Lot C Section 6 Township 11 New Westminster District Plan BCP29975

4. On November 29, 2016 a separate legal title for each of the 92 strata lots in the Development was created by the registration of strata plan EPS3408. The Developer is currently the registered owner of all 92 strata lots and I am advised by staff of the Superintendent of Real Estate ("Staff") that construction of the Development is near completion.
5. The *Real Estate Development Marketing Act*, SBC 2004, Chapter 41 ("REDMA") requires a developer who receives a deposit from a purchaser in relation to a development unit to promptly place the deposit with a brokerage, lawyer, notary public or prescribed person who in turn must hold the deposit as trustee in a trust account in a savings institution in British Columbia.
6. REDMA also requires a developer who markets or intends to market a development unit to file with the Superintendent of Real Estate (the "Superintendent") a disclosure statement in the required form and with the required contents before the developer commences marketing the development. The disclosure statement must, without misrepresentation, plainly disclose all material facts. The developer must not enter into a

Superintendent of Real Estate

2800-555 West Hastings Street
Vancouver, BC V6B 4N6
Telephone: 604 660-1883
Facsimile: 604 660-3365
www.gov.bc.ca/osre

purchase agreement with a purchaser unless a copy of the disclosure statement has been provided to the purchaser.

7. If a developer becomes aware that a disclosure statement does not comply with REDMA or regulations, or contains a misrepresentation, the developer must immediately file with the Superintendent a new disclosure statement or an amendment that clearly identifies and corrects the failure to comply or the misrepresentation.
8. On August 2, 2017, [REDACTED], a lawyer representing 30 clients who purchased 24 development units in the Development, met with Staff and expressed concern that some of the development units in the Development may have been sold to more than one purchaser. [REDACTED] advised that clients had paid deposits amounting to approximately \$4,500,000. [REDACTED] did not know if the deposits were placed in trust.
9. [REDACTED] further stated that in general her clients understood that the development units they purchased were previously sold to other buyers. She stated that clients purchased a development unit at a discounted price, and provided a large deposit directly to the Developer, which generally amounted to about 75% of the purchase price. (A review of the documents confirms that the deposits set out in the agreements amount to approximately 60% of the purchase price.) [REDACTED] stated her clients understood that if the original buyers completed their purchase of the unit, her clients were entitled to the difference between the price they paid, and the price that the original purchasers paid. In the event that the original buyer did not complete the purchase, title to the unit would transfer to her client, and nothing further would be payable by her clients on completion. In other words, they would purchase the unit at the discounted price.

LEGISLATION

10. Applicable sections of REDMA are reproduced below:

Definitions

- 1 In this Act:

"deposit" means money paid by a purchaser to a developer in relation to a development unit before the purchaser acquires title or any other interest in the development unit;

"developer" means a person who, directly or indirectly, owns, leases or has a right to acquire or dispose of development property, unless the person is, or is in a class of persons which is, excluded by regulation;

"development property" means any of the following:

- (a) 5 or more subdivision lots in a subdivision, unless each lot is 64.7 ha or more in size;
- (b) 5 or more bare land strata lots in a bare land strata plan;
- (c) 5 or more strata lots in a stratified building;
- (d) 2 or more cooperative interests in a cooperative association;
- (e) 5 or more time share interests in a time share plan;
- (f) 2 or more shared interests in land in the same parcel or parcels of land;
- (g) 5 or more leasehold units in a residential leasehold complex;

"development unit" means any of the following in a development property:

- (a) a subdivision lot;
- (b) a bare land strata lot;
- (c) a strata lot;
- (d) a cooperative interest;
- (e) a time share interest;
- (f) a shared interest in land;
- (g) a leasehold unit;

"disclosure statement" means a statement that discloses material facts about a development property, prepared in accordance with section 14 (2) [*filing disclosure statements*], and includes a consolidated disclosure statement, a phase disclosure statement and an amendment made to a disclosure statement;

"market" means

- (a) to sell or lease,
- (b) to offer to sell or lease, and
- (c) to engage in any transaction or other activity that will or is likely to lead to a sale or lease;

"material fact" means, in relation to a development unit or development property, any of the following:

- (a) a fact, or a proposal to do something, that affects, or could reasonably be expected to affect, the value, price, or use of the development unit or development property;
- (b) the identity of the developer;
- (c) the appointment, in respect of the developer, of a receiver, liquidator or trustee in bankruptcy, or other similar person acting under the authority of a court;
- (d) any other prescribed matter;

"misrepresentation" means

- (a) a false or misleading statement of a material fact, or
- (b) an omission to state a material fact;

"purchase agreement" means a contract of purchase and sale or a contract to lease;

"purchaser" means

- (a) a purchaser, from a developer, of a development unit,
- (b) a lessee, from a developer, of a development unit, and
- (c) a prospective purchaser or lessee, from a developer, of a development unit;

Marketing of development property

3 (1) A developer who markets or intends to market a development unit must

- ...
- (c) file and provide a disclosure statement in accordance with Division 4 [*Disclosure Statements*].

Filing disclosure statements

14 (1) A developer must not market a development unit unless the developer has

- (a) prepared a disclosure statement respecting the development property in which the development unit is located, and
 - (b) filed with the superintendent
 - (i) the disclosure statement described under paragraph (a), and
 - (ii) any records required by the superintendent under subsection (3).
- (2) A disclosure statement must
- (a) be in the form and include the content required by the superintendent,
 - (b) without misrepresentation, plainly disclose all material facts,
 - (c) set out the substance of a purchaser's rights to rescission as provided under section 21 [*rights of rescission*], and
 - (d) be signed as required by the regulations.
- (3) A developer must provide to the superintendent any records the superintendent requires to support any statement contained in the disclosure statement filed under subsection (1).
- (4) Without limiting section 16 [*non-compliant disclosure statements*], if a developer markets development units in phases, the developer, before marketing each successive phase, must file with the superintendent an amendment to a disclosure statement submitted in respect of the previous phase.
- (4.1) Despite subsection (4), a developer who markets development units in a successive phase of a strata plan that is the subject of a Phased Strata Plan Declaration under the *Strata Property Act* need not file an amendment to a disclosure statement if both of the following apply:
- (a) the developer files a phase disclosure statement under section 15.1 [*phase disclosure statements*] before marketing development units in the successive phase;
 - (b) the developer does not market any development units in any previous phase of the development property.
- (5) On a person's payment of the prescribed fee, the superintendent must
- (a) permit the person to inspect, at the superintendent's office and during regular business hours, a disclosure statement filed under this section, and
 - (b) provide a copy of a disclosure statement filed under this section, or a copy of part of it, to a person who requests it.

Providing disclosure statements to purchasers

- 15** (1) A developer must not enter into a purchase agreement with a purchaser for the sale or lease of a development unit unless
- (a) a copy of the disclosure statement prepared in respect of the development property in which the development unit is located has been provided to the purchaser,
 - (b) the purchaser has been afforded reasonable opportunity to read the disclosure statement, and
 - (c) the developer has obtained a written statement from the purchaser acknowledging that the purchaser had an opportunity to read the disclosure statement.

- (2) A developer must
 - (a) retain a written statement obtained under subsection (1) (c) for a period of 3 years or a longer period prescribed by regulation, and
 - (b) produce the written statement for inspection by the superintendent on the superintendent's request.
- (3) Despite section 4 (2) of the *Electronic Transactions Act*, a developer may provide a copy of a disclosure statement by electronic means only with the written consent of the purchaser.

Non-compliant disclosure statements

- 16 (1) If a developer becomes aware that a disclosure statement does not comply with the Act or regulations, or contains a misrepresentation, the developer must immediately
 - (a) file with the superintendent, as applicable under subsection (2) or (3),
 - (i) a new disclosure statement, or
 - (ii) an amendment to the disclosure statement that clearly identifies and corrects the failure to comply or the misrepresentation, and
 - (b) within a reasonable time after filing a new disclosure statement or an amendment under paragraph (a), provide a copy of the disclosure statement or amendment to each purchaser
 - (i) who is entitled, at any time, under section 15 [*providing disclosure statements to purchasers*] to receive the disclosure statement, and
 - (ii) who has not yet received title, or the other interest for which the purchaser has contracted, to the development unit in the development property that is the subject of the disclosure statement.
- (2) A developer must file a new disclosure statement under subsection (1) (a) (i) if the failure to comply or misrepresentation referred to in that subsection
 - (a) is respecting a matter set out in paragraph (b) or (c) of the definition of "material fact" in section 1 [*definitions*],
 - (b) is respecting a matter set out in paragraph (d) of the definition of "material fact" in section 1, and the regulation prescribing the matter specifies that a new disclosure statement must be filed if subsection (1) of this section applies, or
 - (c) is of such a substantial nature that the superintendent gives notice to the developer that a new disclosure statement must be filed.
- (3) A developer must file an amendment to the disclosure statement under subsection (1) (a) (ii) in any case to which subsection (2) does not apply.
- (4) A developer who is required to file a new disclosure statement or an amendment under subsection (1) must not market a development unit in the development property that is the subject of the new disclosure statement or amendment
 - (a) until the developer has complied with subsection (1) (a), or
 - (b) unless permitted by the superintendent.

Handling deposits

- 18 (1) A developer who receives a deposit from a purchaser in relation to a development unit must promptly place the deposit with a brokerage, lawyer, notary public or

prescribed person who must hold the deposit as trustee in a trust account in a savings institution in British Columbia.

Orders

- 30** (1) After a hearing, if the superintendent determines that a developer is, or has been, non-compliant, the superintendent may do one or more of the following:
- (a) order the developer to cease or refrain from marketing one or more development units;
 - (b) order the developer to carry out a specified activity related to marketing;
 - (c) order the developer to pay amounts in accordance with section 31 *[recovery of enforcement expenses]*;
 - (d) order the developer to pay an administrative penalty in an amount of
 - (i) not more than \$50 000, in the case of a corporation, or
 - (ii) not more than \$25 000, in the case of an individual.

Orders in urgent circumstances

- 32** (1) The superintendent may make an order referred to in section 30 (1) (a) or (b) *[orders]* against a developer under this section if the superintendent considers
- (a) that the developer is, or has been, non-compliant,
 - (b) that the length of time that would be required to complete an investigation or hold a hearing, or both, would be detrimental to the public interest, and
 - (c) that it is in the public interest to make the order.
- (2) Despite any other provision of this Division, an order may be made under this section
- (a) whether or not a notice of hearing has been issued under section 27 *[notice of hearing]*,
 - (b) without giving notice to the developer, and
 - (c) without providing the developer an opportunity to be heard.
- (3) Promptly after an order under this section is made, the superintendent must deliver, in accordance with section 27 (3), to the developer who is the subject of the order
- (a) a copy of the order and written reasons for it, and
 - (b) written notice that a hearing may be held respecting the order.
- (4) A developer who is the subject of an order under subsection (1) may require, within 14 days after receiving a copy of the order, a hearing before the superintendent by delivering written notice to the superintendent.
- (5) Within a reasonable time after receiving written notice referred to in subsection (4), the superintendent must
- (a) provide notice of the hearing in accordance with section 27, and
 - (b) hold the required hearing in accordance with section 29 *[hearings]*.
- (6) Following the hearing referred to in subsection (5) (b), the superintendent
- (a) must confirm, revoke or vary the order, and
 - (b) may make any other order referred to in section 30 (1).
- (7) Section 30 (3) applies in respect of an order made under this section.

DISCLOSURE STATEMENTS

11. A disclosure statement was filed by the Developer for the Development on March 6, 2015 (the "Disclosure Statement"). Amendments to the Disclosure Statement were filed on March 27, 2015, December 4, 2015, April 29, 2016, September 20, 2016, and November 3, 2016.
12. The Disclosure Statement failed to disclose certain encumbrances registered against titles to the Development, including: covenants in favour of the Corporation of the Township of Langley, a mortgage in favour of James Mercier; and a judgment (now discharged) in favour of Romspen Investment Corporation.
13. The Developer provided a written undertaking confirming that it had ceased marketing as of May 18, 2017, and would not resume marketing until it filed either a further amendment to the Disclosure Statement or a new disclosure statement. The Superintendent has not received either a Disclosure Statement amendment or a new disclosure statement.
14. The Disclosure Statement states that "The Developer is unaware of any outstanding or contingent litigation or liabilities affecting the Development or the Lands."
15. A current review of the land title records indicates the following encumbrances, which are registered against title to development units in the Development and are not disclosed in the Disclosure Statement:
 - a. A judgment registered against title to all of the units in the Development on June 26, 2017 in favour of U.S. Bank National Association;
 - b. A certificate of pending litigation registered against title to strata lots 1 to 91 in the Development on July 14, 2017 in favour of Canadian Western Trust Company and HMF Home Mortgage Fund Corporation; and
 - c. A certificate of pending litigation registered against title to 24 units in the Development on August 8, 2017 in favour of multiple plaintiffs in British Columbia Supreme Court action S-177349 against the Developer and Chandler.
16. A review of 24 purchase agreements for development units in the Development and corresponding addenda provided to the Superintendent from [REDACTED], indicates that possible loans in the approximate aggregate amount of \$4,500,000 made to the Developer were not disclosed as liabilities in the Disclosure Statement.
17. The Disclosure Statement provides that:

"all deposits and other monies received from purchasers of the Strata Lots will be held in trust by the Developer's solicitors, Lando & Company LLP, or such other licensee under the Real Estate Services Act, solicitor or notary public as is appointed by the Developer, in accordance with the terms of the purchase agreement and in the manner required by the Real Estate Development Marketing Act".

18. Attached as "Schedule E" to the Disclosure Statement is a form of purchase and sale agreement which provides that the purchaser will pay a deposit to Lando & Company LLP in trust as stakeholder and that the deposit will be held in accordance with REDMA.

24 AGREEMENTS

19. A review of the 24 Agreements provided to Staff by [REDACTED] indicates that:
- a. Individuals and companies executed purchase and sale agreements with the Developer to purchase a development unit in the Development (collectively the "24 Agreements"). The 24 Agreements have some variations, but all of them:
 - i. Specify a purchaser or purchasers, and the Developer as vendor, to purchase and sell a particular development unit in the Development;
 - ii. Specify a purchase price and the amounts to be paid by the purchaser as deposits (in the aggregate of approximately \$4,500,000.00);
 - iii. Include conveyance provisions that obligate the vendor to facilitate transfer of title to the purchaser;
 - iv. Include a provision that the Developer "accepts the Purchaser's offer herein and agrees to sell the Strata Lot to the Purchaser in accordance with this Agreement"; and
 - v. Include addenda.
 - b. Although the addenda are not identical in each of the 24 Agreements, they:
 - i. confirm key terms of the 24 Agreements such as transfer of title;
 - ii. provide that the purchaser and vendor agree that the purchaser will loan to the vendor an amount of money secured by a promissory note. For many of the agreements the amount of money to be loaned is equivalent to the deposit amount set out in the agreement;
 - iii. include an executed promissory note;
 - iv. there is no provision or term stating that the loan amount replaces the deposit amount, or is in lieu of a deposit amount;
 - v. there is no provision or term stating that transfer of the development unit will not pass to the purchaser if the loan is made; and
 - vi. all other terms and conditions in the purchase agreement remain in full force and effect.
20. In all but one of the 24 Agreements, the addenda also provide that no further payment is required, on completion of the sale, from the purchaser to the vendor after deducting the

amount of the promissory note and the amount of deposits held by a lawyer. In most cases the addenda provide that the loan is payable directly to the Developer.

21. Some of the 24 Agreements provided by [REDACTED] included copies of cheques, bank drafts, certified cheques or money orders made payable directly to the Developer (the "Cheques"). Not all of the 24 Agreements had a Cheque associated with them. Of those that did, the Cheques most often represented the exact amount of the stated deposit (and the stated loan amount) set out in the agreement. The Superintendent reviewed copies of Cheques totalling \$3,208,000 which were made payable to the Developer.
22. Some of the 24 Agreements also included additional cheques made payable to 1074936 B.C. Ltd. or to Vasant Patel amounting to approximately \$425,000.00. According to a corporate search, Vasant Patel is the president and a director of 1074936 B.C. Ltd. The amount represented on cheques to Mr. Patel or 1074936 B.C. Ltd. does not reflect the deposit amount set out in the purchase agreement, or the loan amount.
23. Three of the 24 Agreements also included a cheque made payable to Lando & Company LLP.
24. Documents with seven of the 24 Agreements also include a portion of a redacted separate purchase and sale agreement for the same strata lot that the purchaser is buying.
25. Some of the addenda of the 24 Agreements also contain a term "on completion company will pay retail price which is paid by retail buyer". This term is not further defined or described in the agreements or any addenda, and no other explanation for the term can be extrapolated from the documents provided.

STATEMENTS

26. [REDACTED] provided unsworn written statements from three of her clients, R [REDACTED] S [REDACTED], D [REDACTED] S [REDACTED] S [REDACTED] and S [REDACTED] J [REDACTED], who are purchasers as set out in some of the 24 Agreements:
 - a. Mr. S [REDACTED] stated that he purchased two units in the Development, and that Mr. Vasant Patel, the accountant, told him who to make the cheques payable to. Mr. S [REDACTED] stated he provided the cheques to Mr. Patel. Mr. S [REDACTED] stated he contacted [REDACTED] after reviewing financial documents for the Developer and after numerous construction delays. He contacted [REDACTED] when he asked for, and did not receive, some of his money back.

A review of the agreements associated with both units indicates that two cheques of \$102,500 were made out to the Developer in respect of one of the units. The agreement for this unit provided for a deposit of \$205,000. The agreement for this unit also provided for a loan to the Developer of \$205,000. There was no Cheque with respect to the other unit;
 - b. Mr. S [REDACTED] was identified by [REDACTED] as the owner of one of the corporate purchasers for a development unit in the Development. Mr. S [REDACTED] stated that he understood that he would make a payment of \$150,000 to the Developer and that on the completion date of the "retail" sale, the unit would be sold to the "retail" purchaser, and Mr. S [REDACTED] would receive the sale proceeds from the "retail" sale. Mr.

S■■■■ stated that he understood that if the "retail" transaction did not complete that he would receive title to the development unit for no additional money and could occupy the unit, lease it out, or sell it to a new purchaser. Mr. S■■■■ stated that an additional cheque was made payable to 1074936 B.C. Ltd. for a finder's fee.

A review of the documents associated with the corporate purchaser's agreement dated August 11, 2016, indicates that a cheque was issued to the Developer in the amount of \$150,000. The agreement for this unit provided for a deposit of \$150,000. The agreement for this unit also provided for a loan to the Developer for \$150,000. The documents provided to Staff for this unit also included a partially redacted separate contract of purchase and sale for the same unit dated April 12, 2015; and

- c. Mr. J■■■■ stated that he was the purchaser for 3 development units in the Development. Mr. J■■■■ stated that he understood he was being sold units at the "builder's price" meaning the Developer's cost and that the units he was purchasing were either already sold, or would be re-sold, and that he would obtain the profit from the resale when the resale closed. Mr. J■■■■ stated that if the resale did not take place, he would get the unit. Mr. J■■■■ stated that when he entered into the agreements for the three development units, he provided Mr. Patel with cheques made payable to the Developer in the amount of the deposits as required by 2 of the agreements. For the third unit, Mr. J■■■■ stated he provided a cheque to Mr. C■■■■ S■■■■ F■■■■ who he believed paid the funds to the Developer. Mr. J■■■■ also stated he provided a cheque to Mr. Patel for a finder's fee.

A review of the agreements associated with Mr. J■■■■ did not find copies of any cheques.

27. On August 10, 2017, Staff interviewed Mr. Vasant Patel. Mr. Patel is a purchaser of two units in the Development. Mr. Patel is also a director and officer of 1074936 B.C. Ltd. Mr. Patel stated he facilitated many of the deals that resulted in the 24 Agreements, and collected a finder's fee either directly or through 1074936 B.C. Ltd. Mr. Patel stated:
 - a. He is a chartered accountant, and was approached by Mr. Chandler to assist Mr. Chandler with bookkeeping and setting up his businesses. Initially Mr. Chandler wanted Mr. Patel to work for him exclusively, but Mr. Patel declined as he already had a full time job;
 - b. Mr. Chandler's business is structured so that there are holding companies which hold development properties, and an operating company. The holding companies and operating companies cooperate with each other, and it is not uncommon for funds to move between the various companies;
 - c. He purchased a unit for \$160,000, but was told the market price for the unit was \$280,000. Mr. Patel then told others about the Development;
 - d. Multiple units were sold for a reduced price, that had already been sold to other purchasers at a "market price";

- e. Mr. Chandler advised Mr. Patel that the money paid for the units that were sold multiple times would be used to fund other projects;

A review of the documents associated with the 24 Agreements indicates that Treeland's commissions in some instances were paid by other companies related to the Developer; and

- f. That clients that purchased development units expected to either have the unit transferred to them on completion for the discounted price, or to receive the difference between the price they had paid for the unit, and the price the ultimate purchaser paid.
- 28. Staff requested to interview Mr. Chandler, but through his counsel Mr. Chandler stated he was unavailable to attend the interview. On August 31, 2017 Staff met with lawyers representing Mr. Chandler and the Developer. Mr. Chandler's counsel took the position that the funds received by the Developer, with respect to the 24 Agreements, were loans and not deposits. They stated that the intentions of the parties were that the funds were loans, and were treated as loans.
 - 29. Lando & Company LLP is the trustee named in the Disclosure Statement and in purchase agreements to hold deposits paid by purchasers for development units in the Development. The Trustee provided Staff with a deposit list (the "Deposit List") showing the amount of money held in trust for each unit in the Development.
 - 30. After cross referencing the Deposit List with the 24 Agreements and the copies of the Cheques associated with the 24 Agreements it appears that:
 - a. The Trustee holds \$1,404,103 in deposits for 86 units of the 92 unit Development;
 - b. The 24 Agreements provide that approximately \$4,594,900 in deposits amounts were to be paid to the Trustee;
 - c. A review of the documents provided with the 24 Agreements indicate that Cheques were provided to the Developer from purchasers in the approximate amount of \$3,208,000; and
 - d. The funds provided to the Developer in (c) above were not placed in trust with the Trustee as provided for in the Disclosure Statement or REDMA.
 - 31. RE/MAX Treeland Realty ("Treeland") is the real estate brokerage named in the Disclosure Statement and in purchase agreements for units in the Development. Treeland currently holds 65 purchase agreements for units in the Development. 17 of those purchase agreements (the "17 Agreements") are in respect of development units for which [REDACTED] clients also have separate purchase agreements.
 - 32. There is no evidence that the purchasers identified in the 17 Agreements are aware of, or related to, the purchasers of the same strata lots identified in the 24 Agreements. Nor is there any evidence that the purchasers identified in the 17 Agreements are aware that their unit is subject to two purchase agreements. With the exception of two of the 17 Agreements, the 17 Agreements were all executed before the 24 Agreements.

33. Two units in the Development remain unsold, and five of the 24 Agreements provide that further marketing may continue.

AND WHEREAS:

I am satisfied based on the title search documents, the disclosure statements, and the advice of Staff, that the development units being developed by the Developer have been encumbered by judgments, certificates of pending litigation, and other liabilities that were not disclosed in the Disclosure Statement and subsequent amendments filed by the Developer and that the Developer has not filed a new or amended disclosure statement disclosing those encumbrances.

I am satisfied after a review of the Disclosure Statement and the 24 Agreements that none of the monies advanced to the Developer from any of the purchasers set out in the 24 Agreements were disclosed in the Disclosure Statement and amendments and filed by the Developer and the Developer has not filed a new or amended disclosure statement disclosing those liabilities.

I am satisfied that the failures to comply with REDMA, and the omissions and misrepresentations with respect to the disclosure matters described above, are of such a substantial nature that I should give notice to the Developer that a new disclosure statement must be filed.

The definition of "deposit" is defined as money paid by a purchaser in relation to a development unit before the purchaser acquires title or any other interest in the development unit. I am satisfied based on a review of the 24 Agreements, the 17 Agreements, the statements by purchasers, the interviews of Mr. Patel, [REDACTED], and counsel for the Developer, and a review of the Deposit List, that funds paid to the Developer prior to the purchaser acquiring title, pursuant to the 24 Agreements, are in relation to a development unit, and therefore are deposits for REDMA purposes. These deposits have not been placed in trust with the Trustee or otherwise as required under REDMA and pursuant to the Disclosure Statement.

A review of the 24 Agreements, the 17 Agreements, the statements provided by Mr. S [REDACTED], Mr. S [REDACTED], and Mr. J [REDACTED], the interviews of [REDACTED], Mr. Patel, and counsel for the Developer all raise a serious concern and a likelihood that the Developer has sold one or more development units in the Development to more than one purchaser.

I am satisfied based on the five agreements which allow for further marketing, and the double selling of some units, and that two units remain unsold, that there is a serious concern and a likelihood the development units either continue to be marketed by the Developer or will be marketed without the required disclosure and deposit protection.

I AM THEREFORE OF THE OPINION THAT 0981478 B.C. Ltd. is not, or has not been, compliant with REDMA.

I AM FURTHER OF THE OPINION that the length of time that would be required to complete an investigation or hold a hearing, or both, would be detrimental to the public interest. The Developer is marketing or is likely to continue to market the development units in the Development without providing accurate disclosure which the purchasers are entitled to receive and the Developer is required to provide. In addition, the lawsuit filed by the purchasers of 24

development units may impact other potential purchasers with respect to whether they should purchase development units, and may impact the value or price or use of the development units and/or the decision by purchasers on whether to purchase development units.

I AM FURTHER OF THE OPINION THAT there is a real possibility that purchasers' deposits are not being placed in trust accounts as required, and that any new purchasers are at risk of losing any deposit money they put down to purchase a development unit in the Development.

I CONSIDER IT IN THE PUBLIC INTEREST to make the following Orders pursuant to sections 30(1)(a) and (b) and 32(1) of REDMA.

I THEREFORE MAKE THE FOLLOWING ORDERS AND GIVE THE FOLLOWING NOTICE:

1. Pursuant to section 30(1)(a) of REDMA, 0981478 B.C. Ltd. shall cease and refrain from marketing any and all development units in the Development known as Murrayville House and more particularly described as: Strata Lots 1 to 92, Section 6, Township 11, New Westminster District Strata Plan EPS3408;
2. Pursuant to section 30(1)(b) of REDMA, 0981478 B.C. Ltd. shall place all deposits received from a purchaser of a development unit with a brokerage, lawyer, notary public or prescribed person and instruct that brokerage, lawyer, notary public or prescribed person to hold the deposit as trustee in a trust account in a savings institution in British Columbia, including deposit amounts received by the Developer from the purchasers under the 24 Agreements; and
3. Pursuant to sections 16(2)(c) and 30(1)(b) of REDMA, I give notice to 0981478 B.C. Ltd. and order 0981478 B.C. Ltd. to file a new disclosure statement that without misrepresentation plainly discloses all material facts as required under section 14(2) of REDMA.

TAKE NOTICE THAT 0981478 B.C. LTD. may, pursuant to section 37(1)(f) of REDMA, appeal the Orders to the Financial Services Tribunal, or require a hearing before the Superintendent pursuant to section 32(4) of REDMA.

Dated at the City of Vancouver
Province of British Columbia
This 8TH day of September, 2017



Micheal Noseworthy
Superintendent of Real Estate
Province of British Columbia

TO: 0981478 B.C. Ltd.
c/o Suite 2300 - 555 Burrard Street
Vancouver BC V6C 2B5

AND TO: Mark Chandler
310 - 20780 Willoughby Town Centre Drive
Langley BC V2Y 0L7