

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

RENEE GENIEVE DOE WEI (AKA GENIE) LAM
(138614)

AND

GENIE LAM PERSONAL REAL ESTATE CORPORATION
(138614PC)

CONSENT ORDER

RESPONDENTS: Renee Genieve Doe Wei (aka Genie) Lam, Trading Representative, Jovi Realty Inc., while licensed with Infinite Real Estate Services Inc.

Genie Lam Personal Real Estate Corporation

DATE OF SUBMISSIONS: December 20, 2021

DATE OF CONSENT ORDER: December 22, 2021

COUNSEL: Gareth Reeves, Legal Counsel for the BC Financial Services Authority
Brandon Piva, Legal Counsel for the Respondents

PROCEEDINGS:

On December 22, 2021, the Superintendent of Real Estate (the "Superintendent"), or the Superintendent's authorized delegate, of the BC Financial Services Authority ("BCFSA") accepted the Consent Order Proposal (the "Proposal") submitted by Renee Genieve Doe Wei (aka Genie) Lam, on their own behalf and on behalf of Genie Lam Personal Real Estate Corporation.

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Renee Genieve Doe Wei (aka Genie) Lam, on their own behalf and on behalf of Genie Lam Personal Real Estate Corporation.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that Renee Genieve Doe Wei (aka Genie) Lam and Genie Lam Personal Real Estate Corporation committed professional misconduct within the meaning of sections 35(1)(a), (c) and (d), conduct unbecoming within the meaning of section 35(2) of the *Real Estate Services Act* ("RESA"), and contravened sections 3-2(2)(a), 3-4 and 5-3 of the Rules made under the RESA in effect at the time of the misconduct, pursuant to section 43 of the RESA the Superintendent orders that:

1. Renee Genieve Doe Wei (aka Genie) Lam and Genie Lam Personal Real Estate Corporation each have their licences suspended for three (3) months commencing January 1, 2022;
2. Renee Genieve Doe Wei (aka Genie) Lam and Genie Lam Personal Real Estate Corporation each be prohibited from acting as an unlicensed assistant during the time of their licence suspension;
3. Renee Genieve Doe Wei (aka Genie) Lam and Genie Lam Personal Real Estate Corporation be jointly and severally liable to pay a discipline penalty to BCFSA in the amount of \$7,500 by May 31, 2022;

CITATION: _____

-
4. Renee Genieve Doe Wei (aka Genie) Lam at her own expense, register for and successfully complete the REIC2600 Ethics in Business Practice as provided by the Real Estate Institute of Canada in the time period as directed by BCFSA;
 5. Renee Genieve Doe Wei (aka Genie) Lam at her own expense, register for and successfully complete the REIC2280 Legal Issues in Real Estate as provided by the Real Estate Institute of Canada in the time period as directed by BCFSA; and
 6. Renee Genieve Doe Wei (aka Genie) Lam and Genie Lam Personal Real Estate Corporation be jointly and severally liable to pay enforcement expenses to BCFSA in the amount of \$1,500 within three (3) months from the date of this Order.

If Renee Genieve Doe Wei (aka Genie) Lam and/or Genie Lam Personal Real Estate Corporation fails to comply with any term of this Order, the Superintendent may suspend or cancel their licences without further notice to them, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 22nd day of December, 2021 at the City of Vancouver, British Columbia.

BC FINANCIAL SERVICES AUTHORITY



Michael Noseworthy
Senior Vice President, Compliance & Market Conduct

Atch.

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

AND

IN THE MATTER OF

**RENEE GENIEVE DOE WEI (AKA GENIE) LAM
(138614)**

AND

**GENIE LAM PERSONAL REAL ESTATE CORPORATION
(138614PC)**

**CONSENT ORDER PROPOSAL BY
RENEE GENIEVE DOE WEI (AKA GENIE) LAM AND
GENIE LAM PERSONAL REAL ESTATE CORPORATION**

BACKGROUND AND FACTS

This Consent Order Proposal (the "**Proposal**") is made by Renee Genieve Doe Wei (AKA Genie) Lam (138614) ("**Ms. Lam**") and Genie Lam Personal Real Estate Corporation ("**Lam PREC**") to the Superintendent of Real Estate (the "**Superintendent**") of the BC Financial Services Authority (the "**BCFSA**") pursuant to section 41 of the *Real Estate Services Act* ("**RESA**").

For the purposes of the Proposal, Ms. Lam, Lam PREC, and the Superintendent have agreed upon the following facts:

1. Ms. Lam was first licensed as a trading services licensee on December 17, 2003 and Lam PREC was first licensed on July 21, 2016. Ms. Lam was licensed as a representative as follows:
 - a. December 17, 2003 to August 5, 2004, with Par Excellence Management Inc. (X024987);
 - b. August 5, 2004 to April 19, 2007, with Winnie Lam & Associates Realty Ltd. (X028235);
 - c. April 23, 2007 to February 5, 2009, with Par Excellence Management Inc (X024987);
 - d. February 5, 2009 to November 1, 2011, with West Coast Realty Ltd. (Van49th) later Sutton Group-West Coast Realty (Van49) (X029213);
 - e. November 1, 2011 to May 31, 2016, with Faith Wilson Group (X029915);
 - f. May 31, 2016 to April 19, 2018, with Infinite Real Estate Services Inc. (X030647); and
 - g. April 19, 2018 to present, with Jovi Realty Inc. (X032998).
2. On September 29, 2016, after the conduct described below, the RESA was amended to substantially increase the available penalty ranges. Ms. Lam and Lam PREC's conduct preceded this amendment and therefore the sanction regime in effect prior to September 29, 2016 apply.
3. CL is Ms. Lam's mother.
4. Since 2013, CL and HL became very close and shared a mutual and loving relationship with each other. Ms. Lam met HL in or about 2009 and as a result of his relationship with CL, Ms. Lam became close to HL and referred to him as "Uncle HXXXXX".
5. On or about April 23, 2012, MXXXXXXX Residences Limited Partnership and MXXXXXXX Residences Nominee Ltd. (collectively, the "**Developer**"), as vendors, and MXXX PXXXXXX, as purchaser, concluded a contract of purchase and sale (the "**Agreement**") for the sale of a strata property located at XXX-XXXX No. 3 Road in Richmond, British Columbia (the "**Property**") to Mr. PXXXXXX in exchange for payment of \$324,900.

6. In Spring 2013, CL decided to purchase a two-bedroom unit in the MXXXXXXX Residence building.
7. In early 2016 after learning CL had purchased a unit in the building, HL decided to also buy a unit in the MXXXXXXX Residence building for his and CL's use.
8. On March 20, 2016, HL and MXXX PXXXXXX concluded an assignment agreement (the "**March Assignment**") assigning the Agreement to HL for payment of \$95,590 including the deposit refund, increasing the total purchase price to \$388,000.
9. Ms. Lam says that HL contacted her in April 2016 to discuss assigning the Agreement to CL and that she prepared an assignment agreement to effect that transfer, which both HL and CL executed in April 2016 (the "**April Assignment**"). Ms. Lam says she later lost the April Assignment.
10. Ms. Lam did not provide a copy of the April Assignment to her managing broker, HL or CL.
11. Ms. Lam says that when she inquired with the Developer about an assignment from HL in April 2016, the Developer advised that it required a \$3,249.00 plus GST fee for its consent.
12. Ms. Lam says that between May and August 2016, Ms. Lam was advised by a notary that the assignment from HL to CL could be effected at the notary's office on the day of completion and thereby avoid the Developer's assignment fee and HL and CL agreed to proceed in that fashion.
13. Ms. Lam says that because HL and CL decided to proceed as suggested by the notary, the April Assignment was not going to be used and therefore was not provided to her Managing Broker. She further says that HL and CL declined to take copies.
14. Ms. Lam says that when she and CL sold their larger family home in 2016 to downsize into the MXXXXXXX Residence they disposed of many belongings and she believes the April Assignment was lost at this time.
15. The purchase of the Property was originally due to complete at the end of June 2016 but was delayed until October 2016.
16. On August 20, 2016, HL asked Ms. Lam to provide him with an estimate of the closing costs for the Property. She responded on August 22, 2016 that the closing costs would be approximately \$335,000 minus a decorative allowance of \$15,000.
17. On August 24, 2016, HL gifted CL a cheque in the amount of \$320,000 and Ms. Lam says this was for the purpose of completing the purchase of the Property.
18. HL died on August 26, 2016. Ms. Lam says he was at CL's residence and was feeling sick. He refused to go to the hospital because he worried his family would discover the relationship with CL. He laid down for a nap and did not wake up. Ms. Lam arrived at CL's residence when emergency services were there.
19. Ms. Lam describes HL's death as traumatizing to both her and CL, and that she was emotionally distraught at the time due to the circumstances of her arriving at CL's property and her close relationship with HL. She searched for the April Assignment but could not find it. Ms. Lam says she was distraught and concerned with protecting both HL and CL's desire to keep their relationship secret, and HL's desire that CL own the Property, and therefore Ms. Lam emailed the Developer to obtain a new assignment agreement which she completed.
20. Ms. Lam falsified the signature of HL, as assignor, on an assignment agreement dated September 8, 2016 (the "**September Assignment**") which purported to assign the interests of HL in the Agreement and the March Assignment to CL.
21. Ms. Lam falsely represented that she was acting as dual agent for HL and CL on the September Assignment.
22. On September 8, 2016, Ms. Lam emailed the September Assignment to DXXXX KXX, a representative of the Developer, seeking the Developer's consent to the assignment.
23. Ms. Lam falsely represented to Mr. KXX, where the consent of the Developer was required for an assignment of the Property, that HL was her uncle and CL was her aunt and that HL was out of town, implying that he was not deceased.

24. On the basis of Lam. G.'s representations, Mr. KXX sought the Developer's consent and assumed that CL and HL were brother and sister. The Developer provided its consent and Mr. KXX returned the September Assignment to Ms. Lam on September 12, 2016.
25. Ms. Lam knew or ought to have known that she was no longer the agent for HL because of his death. By the above conduct continued to hold herself out as agent for HL.
26. On October 17, 2016, because of the September Assignment, the Property was transferred into the name of CL.
27. On October 19, 2016 HL's estate filed a civil suit against CL in the British Columbia Supreme Court claiming that CL held the funds she received and the Property in trust for HL's estate. CL filed a Response to Civil Claim on December 22, 2016.
28. On October 30, 2018, the Notice of Civil Claim was amended to add Ms. Lam as a defendant. On August 23, 2019 a consent dismissal order was entered with no costs for either party. This was a result of a confidential settlement agreement between the parties.
29. On November 23, 2018, HL's son submitted a complaint to the Real Estate Council of British Columbia ("RECBC") concerning Ms. Lam's conduct described above.
30. The Property remains in CL's name.
31. A Notice of Discipline Hearing was issued on October 14, 2021 and served on Ms. Lam and Lam PREC. An Amended Notice of Discipline Hearing was issued on November 5, 2021 and served on Ms. Lam and Lam PREC.
32. The following notable factors were identified during the investigation:
 - a. Ms. Lam's conduct occurred in September 2016, before the coming into force of the amendments to the RESA effective September 29, 2016;
 - b. Ms. Lam cooperated with the RECBC and subsequently the BCFSa investigation;
 - c. Ms. Lam admitted the core conduct at issue, participated in an interview with investigators, and provided documents, including seeking documents from CL when requested;
 - d. Ms. Lam and Lam PREC did not receive a commission on the September Assignment or any other remuneration on that transaction;
 - e. The completion on the Property was completed by CL using funds received from HL;
 - f. Ms. Lam had a close personal relationship with HL and was distraught at his passing; and
 - g. Ms. Lam has expressed remorse and contrition for her actions; and
 - h. Ms. Lam and Lam PREC have no prior formal discipline proceedings.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of the Proposal and based on the Facts outlined herein, Ms. Lam and Lam PREC propose the following findings of misconduct be made by the Superintendent:

1. Ms. Lam and Lam PREC committed professional misconduct within the meaning of RESA s. 35(1)(a), (c), and (d) in that they:
 - a. Falsified the signature of HL on the September Assignment;
 - b. Falsely represented that Ms. Lam acted as dual agent for HL and CL on the September Assignment;
 - c. Falsely represented to the agent for the Developer, and where the consent of the Developer was required for an assignment of the Property, that HL was her uncle and CL was her aunt;

- d. Falsely represented to the agent for the Developer that HL (then deceased) was out of town, when she knew that HL was deceased; and
- e. Sent the agent for the Developer a copy of the September Assignment and continued to hold herself out as agent for HL after his death, when she knew or reasonably ought to have known that she was not authorized to do so

contrary to section 3-4 of the Rules [Duty to act honestly and with reasonable care and skill] and as to (a) and (b) above 5-3 of the Rules.

2. Ms. Lam and Lam PREC committed conduct unbecoming a licensee within the meaning of RESA s. 35(2) in that she engaged in the conduct described in paragraphs 1 (a)-(e).
3. Ms. Lam and Lam PREC committed professional misconduct within the meaning of sections 35(1)(a) of RESA, in that, in or about the time period from March 2016 to September 2016, while acting as a trading services representative with respect to the assignment of the Property, she failed to fully inform her then managing broker of:
 - a. all real estate services provided to HL, CL and/or in connection with the Property;
 - b. the September 2016 Assignment Agreement; and
 - c. all activities performed on behalf of her brokerage in connection with the Property

contrary to section 3-2(2)(a) of the Rules.

PROPOSED ORDERS

Based on the facts herein and the Proposed Findings of Misconduct, Ms. Lam and Lam PREC propose that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the Superintendent, pursuant to section 43 of the RESA:

1. Ms. Lam's licence be suspended for three (3) months commencing January 1, 2022.
2. Lam PREC's licence be suspended for three (3) months commencing January 1, 2022.
3. Ms. Lam and Lam PREC be each prohibited from acting as an unlicensed assistant during the licence suspension period.
4. Ms. Lam and Lam PREC be jointly and severally liable to pay a discipline penalty to the BCFSA in the amount of \$7,500 by May 31, 2022.
5. Ms. Lam, at her own expense, register for and successfully complete the REIC2600 Ethics in Business Practice as provided by the Real Estate Institute of Canada in the time period as directed by BCFSA.
6. Ms. Lam, at her own expense, register for and successfully complete the REIC2280 - Legal Issues in Real Estate as provided by the Real Estate Institute of Canada in the time period as directed by BCFSA.
7. Ms. Lam and Lam PREC be jointly and severally liable to pay enforcement expenses to BCFSA in the amount of \$1,500 within three (3) months from the date of this Order.
8. If Ms. Lam, Lam PREC, or both fail to comply with any of the terms of this Order, the Superintendent may suspend or cancel Ms. Lam's licence, Lam PREC's licence, or both of their licences without further notice to them.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Ms. Lam and Lam PREC 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 disciplinary hearing.

2. Ms. Lam and Lam PREC acknowledge that they have been urged and given the opportunity to seek and obtain independent legal advice with respect to the disciplinary process, the allegations contained in the Notice of Discipline Hearing, and the execution and submission of the Proposal to the Superintendent; and, that they have obtained independent legal advice or have 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. Ms. Lam and Lam PREC 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. Ms. Lam and Lam PREC 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, Ms. Lam and Lam PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Ms. Lam and Lam PREC from making full answer and defence to any civil or criminal proceeding(s).
6. The Proposal and its contents are made by Ms. Lam and Lam PREC for the sole purpose of resolving the Notice of Discipline 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 Ms. Lam and Lam PREC in any civil proceeding with respect to the matter.

"Renee Genieve Doe Wei (aka Genie) Lam"

RENEE GENIEVE DOE WEI (AKA GENIE) LAM

Dated __17th__ day of __December__, 2021

"Genie Lam Personal Real Estate Corporation"

**GENIE LAM PERSONAL REAL ESTATE
CORPORATION**

Dated __17th__ day of __December__, 2021