

Citation: Campbell (Re), 2023 BCSRE 14

Date: 2023-05-04

File No. INC3121

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

**AND IN THE MATTER OF
GLENN RICHARD CAMPBELL
(UNLICENSED)**

Corrected Decision: The date in the signature line was corrected on page 26 on June 12, 2023.

DECISION ON LIABILITY

[This Decision has been redacted before publication.]

Date of Hearing: November 16-18, 2022

Counsel for BCFSA: Catherine Davies
BCFSA

Counsel for Respondent: Self-Represented

Hearing Officer: Andrew Pendray

Introduction

1. On June 22, 2022, the B.C. Financial Services Authority (BCFSA) issued a Notice of Hearing which alleged that Glenn R. Campbell (the “respondent”) had engaged in the provision of rental property management services without being licensed to do so as required by section 3 of the *Real Estate Services Act* (RESA), in respect of 20 properties.
2. The Notice of Hearing also alleged that the respondent had failed to comply with a request for information issued to him pursuant to section 37(4) of RESA.
3. A hearing was conducted pursuant to section 48 of RESA in order to consider whether the respondent had engaged in any activity for which a licence under RESA was required, and whether the respondent had failed to comply with a request for information from BCFSA.
4. BCFSA was represented by staff legal counsel at the hearing. The respondent was self-represented.
5. BCFSA requested findings in respect of only 17 of the 20 properties listed in the Notice of Hearing. As a result, I have only considered the allegations in respect of those 17 properties in these reasons.¹

The Notice of Hearing

6. The Notice of Hearing alleged that:
 1. [The respondent] provided real estate services in British Columbia without being licensed to do so and without being otherwise exempt from licensing, contrary to section 3(1) of the RESA, when, in relation to each of the properties listed in Schedule A (the “Properties”) [he]:
 - a. Provided rental property management services, as that term is defined in the RESA, in respect of the Properties by:
 - i. Providing trading services in relation to the Properties;
 - ii. Collecting rents or security deposits for the use of the Properties; and/or
 - iii. Managing the Properties on behalf of the owners by

¹ In fact, in its closing submissions BCFSA sought findings in respect of 18 properties, although one of those properties, [Redacted], Surrey, BC, was not listed in the Notice of Hearing, and, in BCFSA’s submissions, was noted to likely have been a typographical error. As a result, I did not consider that alleged property in these reasons.

1. Making payments to third parties;
 2. Negotiating or entering into contracts;
 3. Supervising employees or contractors hired or engaged by the owners; and/or
 4. Managing landlord and tenant matters by representing the owners of the Properties in residential tenancy branch disputes and civil legal actions
2. [The respondent] withheld, concealed or refused to provide information required for the purpose of the investigation, contrary to sections 49(4)(a) and 37(4) of the RESA, in that [he] did not respond to request for information related to allegations against [him], and [he] did not respond to a request for an interview.

Jurisdiction and Procedure

7. Pursuant to section 2.1(3) of RESA the Superintendent of Real Estate (the “Superintendent”) may delegate any of its powers. The Chief Hearing Officer and Hearing Officers of the Hearings Department of BCFSA have been delegated the statutory powers and duties of the Superintendent of Real Estate with respect to sections 42 through 53 of RESA.
8. BCFSA must prove its case on the balance of probabilities, that is, it must prove that it is more likely than not that the facts as alleged occurred. In order to make a finding against the respondent, I must find that the evidence is “sufficiently clear, convincing and cogent” to satisfy that test: *FH v McDougall*, 2008 SCC 53, [2008] 3 S.C.R. 41.
9. Evidence is generally considered as a matter of procedure². As an administrative tribunal the Superintendent is not bound by court rules of evidence, and in the absence of any statutory provision to the contrary, may consider any evidence it considers relevant, including hearsay evidence: *Adams v. British Columbia (Superintendent of Motor Vehicles)*, 2019 BCCA 225 (CanLII).
10. Further, the fact that the legislation may provide for a formal structure for enforcement proceedings does not preclude hearsay evidence from being admitted at a hearing³. There is no provision in RESA which imports civil or criminal rules of evidence into the administrative proceedings held by the Superintendent. The Superintendent may, however, draw upon principles underlying court rules of evidence to exclude or assess evidence.

² *Cambie Hotel (Nanaimo) Ltd. v. British Columbia (General Manager, Liquor Control and Licensing Branch)*, 2006 BCCA 119, para. 38.

³ *Cambie Hotel*, paragraph 38.

11. The Superintendent must also afford procedural fairness to a respondent where a decision may affect his or her rights, privileges or interests. This right includes a right to be heard. The Superintendent affords every respondent an opportunity to respond to the case against him or her by providing advance notice of the issues and the evidence, and an opportunity to present evidence and argument. The Superintendent must determine facts, and decide issues set out in the Notice of Hearing, based on evidence. The Superintendent may, however, apply its individual expertise and judgment to how it evaluates or assesses evidence.

Issues

12. The issues are:
- Did the respondent engage in unlicensed rental property management services in respect of the Properties, contrary to section 3(1) of RESA?
 - Did the respondent withhold, conceal, or refuse to provide information contrary to section 37(4) of RESA?

Background and Evidence

13. The evidence and information before me in the hearing included a Book of Documents, comprising Volume I and Volume II, as well as a Supplemental List of Documents. I also heard from three witnesses called by BCFSA, as well as heard evidence from the respondent.
14. While I have reviewed and considered all the evidence and information before me, the following summary is not intended to be a recitation of that evidence and information. Rather, it is intended to provide context for my reasons.

Public Complaints

15. In 2017 and 2019, the former Office of the Superintendent of Real Estate (OSRE)⁴ received two separate complaints alleging that the respondent was providing rental property management services without a licence.

[Complainant 1]

16. The initial complaint to OSRE came from [Complainant 1], a City of Surrey Bylaw Enforcement officer, on October 18, 2017.

⁴ OSRE integrated with BCFSA in August 2021. Prior to its integration with BCFSA, OSRE was responsible for, among other things, investigations into unlicensed activity.

17. In his written complaint form [Complainant 1] indicated that he was making a complaint against “Glenn Campbell” and “Greater Realty Care” in respect of properties located at [Property 1], Surrey B.C., ([Property 1]) as well as [Property 2], Surrey ([Property 2]).
18. [Complainant 1] explained his complaint by indicating that:

Glenn Campbell has admitted to acting as a property manager despite not having a licence. Campbell is performing multiple property manager roles including finding tenants, collecting rent, maintaining properties and representing property owners at the Rental Tenancy Board.
19. [Complainant 1] further indicated on his complaint form that he had met with the respondent at [Property 1], which was a property the respondent was managing. [Complainant 1] indicated in his complaint form that at that meeting the respondent had admitted to managing multiple properties “in Surrey and across the lower mainland” despite not being licensed as a property manager.
20. [Complainant 1] testified at the hearing of this matter. In his testimony [Complainant 1] indicated that he had been employed as a bylaw officer with the City of Surrey since 2016, and had been in bylaw enforcement at the city of Vancouver prior to that. [Complainant 1] explained the nature of his work, indicating that generally a complaint would come in to the City, and then that complaint would be assigned to a bylaw officer. [Complainant 1] indicated that once assigned a complaint, he would generally contact a complainant and let them know that an investigation had been opened. [Complainant 1] indicated further that he would then review the previous file history, and attend the property that was the subject of the complaint in order to determine whether a violation had occurred or not.
21. [Complainant 1] acknowledged that he had sent the above-noted complaint to OSRE in October 2017. He explained that the complaint had come about as he was involved in two bylaw investigations in September and October 2017, in which he had encountered the respondent acting as a property manager.
22. [Complainant 1] created a “Narrative for Multiple Suite Removal” document on September 23, 2017. That document related to an investigation [Complainant 1] conducted in respect of [Property 1] in Surrey.
23. [Complainant 1] noted in that narrative document that on October 15, 2017 he had attended to inspect the property, and that in order to complete that inspection, he had called the property manager, who was known to be Glenn Campbell as a result of previous files related to that property. [Complainant 1] noted that Mr. Campbell had attended the property, provided [Complainant 1]

- with his address, and B.C. Driver's Licence number, and had admitted that he was not licensed as a property manager by the former Real Estate Council of B.C. (RECBC), but that he had been working as a property manager for five years running a variety of properties around the Lower Mainland.
24. [Complainant 1] indicated in the narrative document that he had issued a municipal ticket for use of the property contrary to zoning, on October 15, 2017.
 25. On October 16, 2017 [Complainant 1] received an email from "[Email 1]", with the subject line "[Property 2]". That email references an eviction process, and attached orders from the Residential Tenancy Branch in relation to [Property 2] in Surrey, dated September 19, 2017. Of interest, that September 19, 2017 Residential Tenancy Branch order identifies the landlord as "Glenn Campbell".
 26. In his testimony, [Complainant 1] explained that as part of his investigation he had searched Mr. Campbell's name in the City of Surrey system. He indicated that as a result he had come across other City of Surrey bylaw narratives which referenced the respondent acting as a property manager.
 27. [Complainant 1] was taken to a previous "Narrative for Property Use" created by another City of Surrey Bylaw Officer, [Officer 1], on September 24, 2016. [Complainant 1] explained that it was [Officer 1] who had indicated to him that he knew that the respondent was the property manager for the property at [Property 1], as [Officer 1] knew the respondent from a previous inspection of that property. [Complainant 1] noted that he would have reviewed that previous narrative document in the ordinary course of his investigation. Of interest, in that September 2016 narrative [Officer 1] indicated that the owner of the property was [Owner 1], and that "Glen Campbell" was the property manager.
 28. [Complainant 1] was also taken to another "Narrative for Multiple Suite Removal", created by another City of Surrey bylaw officer, [Officer 2], on March 2, 2016. [Complainant 1] noted that the March 2, 2016 narrative related to a property located at [Property 3], in Surrey. That March 2, 2016 narrative notes that an inspection had been completed on July 9, 2016 with the "Property Manager, Glen Campbell", and that the respondent had been informed that the property allowed for only one suite. The respondent was noted as having signed a form as well.
 29. [Complainant 1] was also taken to another "Narrative for Property Use", created by another City of Surrey bylaw officer, on May 22, 2013, relating to a property located at [Property 4] in Surrey. That May 22, 2013 Narrative noted on June 25, 2013 that the tenant had informed the bylaw officer that the property manager was "Glen Campbell". The bylaw officer indicated that on June 27, 2013 he had spoken with Glenn Campbell on the telephone, and that the respondent had confirmed that he was the property manager. Of note, in an October 8, 2013 entry into the Narrative, the bylaw officer indicated that Glenn Campbell had

telephoned and requested a letter from the City of Surrey explaining its involvement with the property at [Property 4] for an upcoming Residential Tenancy Branch hearing.

30. [Complainant 1] was also taken to another “Narrative for Property Use”, created by another City of Surrey bylaw officer in respect of a property located at [Property 5] in Surrey. That Narrative was first created on September 11, 2013, and in it the bylaw officer noted that the tenant had informed him that the property manager was “Glenn Campbell”.
31. Finally, [Complainant 1] was taken to a “Narrative for Property Use”, created by another City of Surrey bylaw officer, this time in relation to a property located at [Property 6] in Surrey, and created on August 14, 2017. That narrative indicated that a “property rep” by the name of “Glenn Campbell” had met the bylaw officer at the property on August 25, 2017, and that Mr. Campbell had indicated that he would be evicting people from the property.
32. [Complainant 1] indicated that, in his view, the various above-noted “narrative” reports appeared to show that the respondent was acting in a property manager capacity at each of the properties identified in the narrative reports. [Complainant 1] explained that having reviewed those reports, and having had contact with the respondent, he felt it was his civic duty to make a complaint to OSRE regarding the respondent.

[Complainant 2]

33. A second complaint was received by OSRE on March 21, 2019. The details of that complaint form indicate that an individual by the name of [Complainant 2] had contacted OSRE to indicate that she had rented a house at [Property 7], located in Surrey, and that the “agent” who had arranged the move-in and had acted on behalf of the owner of the property was Glenn Campbell. [Complainant 2] was noted to have alleged that she understood that Glenn Campbell was not licensed, but continued to collect rent, arrange contractors for repairs, discuss the terms of the rentals, and undertook “other services that would require a licence. [Complainant 2] is noted to have indicated that the owner of the property may not have been aware that Glenn Campbell was not licensed, that Mr. Campbell planned to increase the rent, as well as renovate the unit in order to evict the tenant.
34. [Complainant 2] indicated that she was going to take her concerns to the Residential Tenancy Branch, and that she had copies of lease agreements signed with Glenn Campbell, as well as proof that Mr. Campbell was paid for his rental property management services.

35. Although [Complainant 2] did not testify at the hearing of this matter, her complaint to OSRE played a role in commencing OSRE's investigation into the respondent.

BCFSA Investigation Report

36. As a result of the complaints received, OSRE (and subsequently BCFSA) staff conducted an investigation into the respondent, which culminated in an Investigation Report dated March 14, 2022. That investigation report, completed by BCFSA Investigator [Investigator 1], concluded that:
- The respondent did not hold a licence to provide real estate services in British Columbia, and that he had never been licensed to do so in British Columbia;
 - The respondent's company, Greater Realty Care Property Management, was not licensed as a brokerage and had never been licensed to provide real estate services in British Columbia;
 - The respondent appeared to have provided rental property management services in relation to numerous properties for or in expectation of remuneration. Those services appeared to have included advertising the property for rent, finding tenants, entering into tenancy agreements, collecting rent, and representing property owners with Residential Tenancy Branch disputes;
 - The respondent had received at least \$7,263.79 in remuneration for his rental property management services, and likely significantly more; and
 - The evidence did not appear to support a conclusion that the respondent would meet the requirements for any exemption from the requirement to be licensed under RESA.
37. [Investigator 1] testified at the hearing. She indicated that she had joined OSRE in November 2019, and had been assigned to investigate the respondent almost immediately after her arrival.
38. [Investigator 1] noted that as part of her investigation, OSRE staff had conducted background checks into the respondent and Greater Realty Care Property Management.
39. [Investigator 1] noted that a November 1, 2017 screen capture of the respondent's LinkedIn profile indicated that he was the "Owner and General Manager at Greater Realty Care Property Management". [Investigator 1] noted that a more recent screen capture, from a search she had conducted on December 9, 2020, contained the same LinkedIn profile information.

40. [Investigator 1] indicated that she had also searched to determine whether either the respondent or Greater Realty Care Property Management held a licence with RECBC, but they did not. A November 20, 2020 Section 127 Certificate from RECBC indicated that Glenn Richard Campbell was not and had not ever been licensed under RESA. A December 11, 2020 Section 127 Certificate in respect of Greater Realty Care Property Management contained the same finding.
41. [Investigator 1] indicated that after confirming those details, she had engaged in land transfer searches of the properties referenced in the two complaints received by OSRE.
42. [Investigator 1] further indicated that she had conducted online searches into court services in order to determine if the respondent may have been acting in Residential Tenancy Branch matters. She indicated that she had found numerous results indicating that the respondent was acting as a landlord on behalf of owners in tenant disputes. At that point, [Investigator 1] began contacting property owners.

[Property 7], Surrey

43. This was the property that was the subject of the second complaint received by OSRE regarding the respondent, in 2019. [Investigator 1] indicated that she had contacted the owners of the property and that she had spoken to one of the owners, [Owner 2], in December 2020. [Investigator 1]'s case notes of that conversation indicate that [Owner 2] had informed her that the respondent would "find tenants" for the property, and that he had been working for the owners of the property for approximately three years. [Investigator 1] noted that [Owner 2] had indicated that he had paid the respondent a couple of hundred dollars, and that the respondent had provided him with an invoice for his services.
44. Although [Owner 2] is noted in [Investigator 1]'s case notes as having indicated that he would provide documents to her in regard to the respondent's work at the property, [Investigator 1] testified that [Owner 2] had not done so. [Owner 2] eventually contacted [Investigator 1] again in November 2021, and indicated at that time that he had no further documentary evidence to provide.
45. [Investigator 1] also found two Residential Tenancy Branch orders related to this property, dated October 22, 2014 and June 5, 2015, which identified "Glenn R. Campbell" and "Glenn Campbell" as a Landlord in the disputes in question.

[Owner 3] Properties

46. As part of her investigation, [Investigator 1] found an order relating to [Property 8], Langley⁵, issued by the Residential Tenancy Branch, which identified the respondent as "Landlord". [Investigator 1] testified that she then contacted the property owner, [Owner 4], who had directed [Investigator 1] to speak to his father, [Owner 3], if she had questions regarding the rental status of the property.
47. [Investigator 1] indicated that she had contacted [Owner 3] in 2020, and that [Owner 3] had informed [her] that the respondent had previously been a property manager for him, managing approximately eight properties. [Owner 3] informed [Investigator 1] that the respondent was paid \$150 per property, with no written agreement. [Owner 3] further indicated that he had fired the respondent in 2017 as he had some concerns with his properties. In her May 7, 2020 case notes summarizing her conversation with [Owner 3], [Investigator 1] indicated that [Owner 3] had informed her that he had records of his dealings with the respondent, including invoices and payments made via cheque.
48. [Investigator 1] indicated that [Owner 3]'s bookkeeper, [Individual 1], had subsequently provided copies of invoices showing amounts paid by [Owner 3]'s company, [Company 1], to the respondent.
49. [Individual 1] testified at the hearing of this matter. She indicated that she was a bookkeeper, and that [Owner 3] had been one of her clients for approximately 35 years. [Individual 1] stated that she was aware that the respondent did work for various companies in regards to [Owner 3]'s rental properties, and that he was paid by [Owner 3]'s various companies for that work.
50. [Individual 1] stated that she understood that [Owner 3] had hired the respondent to look after various rental properties. She stated that the respondent would submit a monthly invoice for that work, and that her job was to make payments from various companies to the respondent for the work invoiced. [Individual 1] indicated that she was not certain of the precise dates the respondent undertook this work for [Owner 1], but indicated that she assumed it ended in 2017, as those were the most current cheques she could find.
51. In cross examination [Individual 1] indicated that there were times when the respondent had submitted invoices for amounts greater than the usual monthly \$150 fee. She stated that those larger amounts generally related to maintenance type projects, and that she had seen invoiced items for purchases from places like Home Depot.
52. After reviewing those invoices, [Investigator 1] ultimately concluded that the respondent had provided services in relation to eight properties which [Owner 3]

⁵ I consider that the reference to [Property 9], Langley, in the Notice of Hearing, to have been a typographical error.

either owned, or which were owned by a corporation in which [Owner 3] was a director. A summary of the properties for which invoices were issued, and the respondent's involvement with those properties is set out below.

- [Property 8], Langley: A corporate search indicated that [Owner 3] was the sole director of the corporate owner of this property for the period from 2016 through 2017. The respondent was noted, in a June 6, 2016 order issued by the Residential Tenancy Branch, to be the "Landlord" for this property.
- [Property 4], Surrey: This property was identified as being owned by [Company 1], a company of which [Owner 3] was a director. The respondent issued invoices in respect of this property, including an invoice dated January 1, 2017, in the amount of \$150 for a "Maintenance Fee", and he was paid a cheque in that amount, for that property, on January 13, 2017. The respondent was also referenced as having confirmed that he was the property manager for this property in a City of Surrey bylaw investigation commenced on May 22, 2013, and another bylaw investigation commenced on August 14, 2017.
- [Property 10], White Rock: This property was identified as owned by [Company 2], which was the same corporate entity that owned [Property 8] in Langley, and of which [Owner 3] was sole director. The respondent issued invoices for this property in the amount of \$300 per month (invoice dated January 11, 2017).
- [Property 11], Surrey: This property was identified as being owned by [Company 3], of which [Owner 3] was a director. The respondent issued invoices for this property at \$150 per month (July 1, 2017) and received payment in respect of that property (cheque issued July 12, 2017).
- [Property 12], Langley: This property was identified as being owned by [Company 3]. The respondent issued invoices for this property (July 1, 2017) and received payment in respect of that property (cheque issued July 12, 2017).
- [Property 6], Surrey: This property was identified as being owned by [Company 3]. The respondent issued invoices for this property (July 1, 2017) and received payment in respect of this property (cheque issued July 12, 2017). Further, in August 2017, the respondent was noted in a City of Surrey bylaw investigation as having held himself out as the property representative with respect to this property.
- [Property 13], Surrey: This property was identified as being owned by [Company 4], a company of which [Owner 3] was the director. The

respondent issued an invoice for this property on July 7, 2017, and received payment in respect of this property (cheque issued February 10, 2017).

- [Property 14], Surrey: This property was identified as being owned by a corporation, of which [Owner 3] was a director. The respondent issued invoices for this property (July 7, 2017), and received payment in respect of this property (cheque issued July 12, 2017).
- [Property 5], Surrey: This property was identified as being owned by [Company 5]. The respondent issued invoices for this property (July 7, 2017) and received payment in respect of this property (cheque issued July 12, 2017).

[Owner 5] Properties

53. [Investigator 1] indicated that a further Residential Tenancy Branch order which identified the respondent as “Landlord” at [Property 15] in Surrey led her to interview the owner of that property, [Owner 5], on December 4, 2020.
54. In her case notes of that conversation [Investigator 1] noted that [Owner 5] indicated that the respondent had been conducting property management services since 2003 without a licence, and that he had met the respondent in approximately 2010/11. [Owner 5] was noted to have indicated that the respondent looked after six properties⁶ for him, but that the respondent did not collect rents. [Owner 5] is noted to have indicated that he paid the respondent \$400 per month to look after the six properties, and to conduct all paperwork, including attending at Residential Tenancy Branch hearings and advertising the properties for rent.
55. [Owner 5] explained that the respondent would invoice him for services rendered, and that [Owner 5] would then pay the respondent by check. Of interest, [Owner 5] also noted that the respondent managed the properties of [Owner 3].
56. The properties [Owner 5] identified as being looked after for him by the respondent were:
 - [Property 15] and [Property 16], Surrey;
 - [Property 17], Surrey;
 - [Property 18], Surrey
 - [Property 19], Surrey

⁶ One of those properties was a duplex, comprising [Property 15] and [Property 16], Surrey.

- [Property 20], Surrey
57. [Investigator 1] requested that [Owner 5] provide copies of documents between himself and the respondent, and [Owner 5] did so. Those documents included:
- a cheque from [Owner 5] to the respondent, in the amount of \$800, dated August 12, 2020;
 - A variety of invoices dating from 2019, 2020, and 2021 relating to properties located at [Property 16] and [Property 15]; [Property 17]; and [Property 19], in Surrey. In each of those invoices a monthly maintenance fee is identified, with the fee varying from \$550 per month to \$400 per month;
 - An invoice dated December 31, 2019, listing monthly maintenance fee of \$150 for each month in 2019. That invoice does not identify the property to which it applies;
 - A second invoice dated December 31, 2019, listing monthly maintenance fee of \$150 for each month in 2019. That invoice does not identify the property to which it applies;
 - A third invoice dated December 31, 2019, listing monthly maintenance fee of \$150 for each month in 2019. That invoice does not identify the property to which it applies.
58. [Investigator 1] spoke to [Owner 5] again on April 20, 2022. In her case notes of that conversation [Investigator 1] indicated that [Owner 5] reported that the respondent continued to provide assistance in relation to six properties that he owned, despite the fact that the respondent had been working full time as a bailiff for the previous two years. [Owner 5] is noted to have indicated that the respondent was responsible for all of the paperwork, including issuing notices to tenants, lease agreements, conducting inspections and conducting investigations. [Owner 5] noted that he continued to pay the respondent \$400 per month for this service, and that he was aware that the respondent was not licensed.

[Owner 1] Property

59. [Owner 1] contacted [Investigator 1] on December 7, 2020. In her case notes of that conversation [Investigator 1] noted that [Owner 1] indicated that he had contacted her on the recommendation of his father, [Owner 5]. [Owner 1] was noted to have indicated that the respondent had managed one property for him at [Property 1], Surrey, for the past three years. [Owner 1] was noted to have indicated that he had not been aware that the respondent was not licensed as a rental property manager, and that the respondent had found tenants for the

- property, collected rent from tenants, and acted as the overall liaison between tenants and [Owner 1]. [Owner 1] was noted to have informed [Investigator 1] that he paid the respondent \$200 per month by cheque, but that the respondent had not yet billed him for 2020.
60. In his testimony at the hearing of this matter [Owner 1] indicated that he had owned the property at [Property 1] in Surrey from 2016 through 2021, and that the respondent had managed that property for him almost the entire time that he had owned it.
 61. [Owner 1] stated that the respondent, as property manager, would find tenants, act as a liaison between the tenants and himself; collect rent; address any maintenance issues and arrange contractors where necessary; and set up tenancy agreements.
 62. [Owner 1] indicated that he paid the respondent \$200 per month, and that the respondent would invoice him periodically at which point he would issue the respondent a cheque.
 63. [Owner 1] provided a copy of what he indicated was the final invoice he had received from the respondent, doing business as Greater Realty Care, dated January 31, 2021, which indicated a monthly maintenance fee of \$150, billed for the period from December 2018 through January 2021 (a quantity of 25).
 64. [Owner 1] indicated that although the respondent referred to his fee as a "maintenance fee", [Owner 1] viewed it as the respondent's monthly management fee.
 65. When asked about the respondent's relationship with his father, [Owner 1] indicated that he understood that the respondent simply helped out now and then, and that he did not think that the respondent continued to be a formal property manager for his father.

The Respondent

66. [Investigator 1] wrote to the respondent on May 29, 2020, by email at [Email 1]. In that letter she indicated that OSRE had received a complaint that alleged he was engaged in unlicensed real estate activity. [Investigator 1] indicated that, pursuant to section 37 of RESA, she required the respondent to answer questions relating to her investigation, and to provide the following information by June 22, 2020:

1. A description of the business model for Greater Realty Care Property Management;

2. A list of the properties managed by you;
 3. Copies of all agreements entered into with the owners of those properties regarding the provision of property management services;
 4. Copies of all agreements entered into with prospective or current tenants; and
 5. Total amount of fees paid to you and Greater Realty Care Property Management; and
 6. Any other information/documents you would like me to consider as part of my investigation.
67. [Investigator 1] indicated that she subsequently contacted the respondent by telephone in July 2020, and that that telephone call was transcribed. Although she indicated that she did not review the transcription after the call, [Investigator 1] indicated that she had reviewed it in preparation for the hearing of this matter and that the transcription accorded with her recollection of the call.
 68. That transcription indicates that [Investigator 1] indicated to the respondent that she was following up on her May 29, 2020 letter, and that the respondent had indicated that he did not know what she was talking about. [Investigator 1] confirmed the respondent's "Greater Realty Care" email address, and the respondent indicated that "I do maintenance, like I don't know what this would be about". After some further discussion, [Investigator 1] indicated to the respondent that she would resend the letter, which she did, by email dated July 9, 2020. In that email she indicated that the respondent had until July 23, 2020 to reply.
 69. The respondent replied on to [Investigator 1] on July 20, 2020. In that email, he attempted to draw a distinction between a "Glen Alexander Campbell", who had apparently been identified in an initial background check, which name had been referenced in previous correspondence sent to the respondent on January 11, 2020, and himself. The respondent indicated in his July 20, 2020 email to [Investigator 1] that she had "the wrong person", and that he would require until August 7, 2020 to respond.
 70. [Investigator 1] replied by email on July 21, 2020. In that email she indicated that the investigation was into the unlicensed property management services provided by Glenn Richard Campbell. [Investigator 1] indicated that she would grant the extension to August 7, 2020 as requested.
 71. On September 1, 2020 [Investigator 1] wrote to the respondent again, noting that the extension had expired and she had not received a response to her May 29, 2020 letter as required. [Investigator 1] further indicated in that email that she

- would like to schedule a time to interview the respondent, and requested that the respondent contact her to set up a call.
72. [Investigator 1] testified that she did not receive a response to her September 1, 2020 email, and that she did not have any further communication with the respondent subsequent to that date.
 73. The respondent testified that although his company was a sole proprietorship, he worked almost exclusively for [Owner 3]. The respondent stated that he had taken over for a previous “handy man”, and that he had worked for [Owner 3] for a number of years.
 74. The respondent stated that he made less than \$2400 per month, and that he would sometimes do renovation projects. He noted that he had not done any property management type work for about four years, as he had started working full time with a different company in October 2018.
 75. With respect to [Owner 5], the respondent testified that he would do things like “fix stuff up” around [Owner 5]’s properties, and that [Owner 5] would pay him to “help him with day to day stuff”. The respondent indicated that [Owner 5] would find his own tenants and collect his own rents.
 76. The respondent noted that he had ceased engaging in the line of work that he had done for [Owner 3] due to the limited financial success involved. The respondent noted that at the time he was doing that work, he was dealing with an [health issue].
 77. In cross-examination, the respondent agreed that he had never been licensed to provide real estate services in B.C. He indicated that he thought that if he was an employee of the company, and in this respect he specifically referenced his work for [Owner 3], then he did not need to be licensed. The respondent went on, however, to indicate that he was not an employee of [Owner 3]’s, and he describe himself as a subcontractor.
 78. The respondent was taken to his LinkedIn account profile, which identified him as the “Owner and General Manager” of Greater Realty Care Property Management. When asked why his LinkedIn profile indicated that was his current occupation, the respondent explained that he had not used LinkedIn for a number of years.
 79. The respondent was also asked about having evicted tenants from [Property 8], Langley, in 2016. He agreed that he had assisted in that eviction.
 80. The respondent was also asked about the various City of Surrey bylaw interactions documented in the various Narratives reviewed above. The

respondent indicated that while he would not “totally agree” with the suggestion that he would have presented himself as a property manager in those various bylaw interactions, he would have likely told the bylaw officers that he was at the property on behalf of the owner. The respondent acknowledged that he would meet with bylaw officers regarding infractions at properties, and would then engage in the clean up and repair of those infractions.

81. The respondent further admitted that he worked for [Company 1] ([Company 1]), and that he “took care of a few properties” for them. The respondent admitted that he sent invoices to [Company 1] for taking care of properties, and that he had received cheques from [Company 1] in payment for those invoices. The heading on the invoices to [Company 1] is “Glenn R. Campbell dba Greater Realty Care”.
82. The respondent stated that he did not manage specific properties for [Owner 5]. Rather, he indicated that he did “many things” for [Owner 5], and that some of it was property work. He suggested he did general tasks for [Owner 5], including things such as driving him to the airport.
83. The respondent was asked about the civil suit in which the response filed on his behalf specifically indicated that the tenancy agreement was signed by him. The respondent indicated that he had not reviewed that document, and that he had simply been told by [Owner 5] that there would be a lawyer representing him.
84. With respect to the description of the work he performed as testified to by [Owner 1], the respondent acknowledged that he would undertake the tasks described by [Owner 1], and specifically acknowledged that he would deal with bylaw issues in 2017, and that he would pick up rent cheques. Nevertheless, the respondent stated that the majority of the work he did at the [Owner 1] property was maintenance.
85. The respondent was also asked about his discussions with [Investigator 1]. Although he indicated that he had spoken with [Investigator 1] on the telephone, the respondent indicated that at the time he received that telephone call, he had been of the view that the emails he had received from [Investigator 1] regarding allegations against him were likely a “scam”, and that he had therefore been “on his heels” when he spoke with her as he did not know if the call was “legitimate”.
86. The respondent noted that he had an [health] problem at that time, and stated that it was possible that he asked [Investigator 1] for an extension to reply.

Reasons and Decision

Findings

87. I find that the respondent provided rental property management without being licensed to do so as required by section 3 of RESA.
88. I further find that the respondent, in refusing to respond to the requests [for] information set out in the letter from OSRE dated May 20, 2020, withheld, concealed, or refused to provide information that was reasonably required for the purposes of an investigation under RESA, contrary to section 37(4).

Did the respondent engage in unlicensed rental property management services in respect of the Properties, contrary to section 3(1) of RESA, as set out in the June 22, 2022 Notice of Hearing?

89. Section 1 of RESA defines “real estate services” to mean rental property management services, strata management services, or trading services.
90. Section 3 of RESA sets out that a person must not provide real estate services to or on behalf of another, for or in expectation of remuneration, unless the person is licensed to provide those real estate services or exempted by section 3(3) or the *Real Estate Services Regulation* from the requirement to be licensed.
91. Section 1 of RESA further defines “providing”, in relation to real estate services, to include offering to provide such services, holding oneself out as a person who provides such services, or soliciting for the purposes of the provision of such services.
92. Section 1 of RESA also sets out that “real estate services” includes rental property management services, trading services, and strata management services.
93. Rental property management services are further defined by section 1 of RESA as meaning any of the following services provided to or on behalf of an owner of rental real estate:
 - trading services in relation to the rental of real estate;
 - collecting rents or security deposits for the use of real estate; and
 - managing the real estate on behalf of the owner by making payments to third parties, negotiating or entering into contracts, supervising employees or contractors hired or engaged by the owner, or managing landlord and tenant matters.
94. At the outset of my reasons, I consider it necessary to note that I find the evidence that the respondent was generally engaged in unlicensed rental property management services for a significant number of years to be overwhelming.

95. I note in this respect that [Investigator 1]'s investigation identified numerous Residential Tenancy Branch orders in which the respondent is identified as having been the landlord of multiple properties, in which he was not the owner, dating from 2013 through 2017.
96. I note further that the respondent did not claim to be licensed as a rental property manager, or to ever have been licensed. Rather, the evidence before me, in the form of Section 127 Certificates relating to both the respondent and to his sole proprietorship, indicates that the respondent has never been licensed to provide rental property management services.
97. I turn to a consideration of the properties identified in the Notice of Hearing, I have set out the background and evidence relating to the respondent's involvement with each of the properties identified in the Notice of Hearing above. I will consider those properties in three categories in my reasons: The [Owner 3] Properties; the [Owner 5] Properties; and the [Property 7] Property.

The [Owner 3] Properties

98. I turn first to the [Owner 3] properties. I consider the evidence to clearly demonstrate that the respondent was engaged in rental property management services in respect of those properties, as defined by section 1 of RESA, and that he did so for or in expectation of remuneration.
99. In reaching that conclusion I rely first on the information provided by [Owner 3] to [Investigator 1]. [Owner 3] specifically described the respondent as having been a property manager in respect of the properties, and indicated that he had paid the respondent on a monthly per property basis. I have no reason to doubt this information, and note that the respondent did not, in his evidence, deny the relationship described by [Owner 3].
100. I rely further on the various documentary pieces of evidence before me, including the Residential Tenancy Branch documents which identify the respondent as "landlord" on a number of the [Owner 3] properties. I consider the identification of the respondent in this respect to support a conclusion that the respondent was managing landlord and tenant matters on behalf of [Owner 3] and his companies in respect of those properties. Similarly, the City of Surrey bylaw Narratives also, in my view, demonstrate that the respondent was managing landlord and tenant matters on behalf of [Owner 3] and his companies.
101. I also consider the evidence presented by BCFSA to show that the respondent issued invoices for his services in respect of each of the [Owner 3] properties identified in Schedule A. While there are not, in evidence before me, cheques issued to the respondent for each of the [Owner 3] properties which would

demonstrate that the respondent had received remuneration for his services at those properties, I am satisfied that even in those cases where the evidence of a cheque issued to the respondent is not present, the fact that the respondent issued invoices in respect of those properties shows that he was engaged in the provision of rental property management services in expectation of remuneration.

102. Having considered the above, I find that the evidence supports a conclusion that the respondent provided real estate services in British Columbia without being licensed to do so and without being otherwise exempt from licensing, contrary to section 3(1) of the RESA, in relation to each of the [Owner 3] properties listed in Schedule A.

[Owner 5] Properties

103. I turn then to the [Owner 5] Properties. In my view, the information provided by [Owner 5] supports a conclusion that it is more likely than not that the respondent provided rental property management services to [Owner 5] for or in expectation of remuneration, without being licensed to do so.
104. [Owner 5] described to [Investigator 1] that the respondent was responsible for dealing with property matters such as issuing notices to tenants, preparing lease agreements, conducting inspections and conducting investigations, and attending at Residential Tenancy Branch hearings in respect of the properties. [Owner 5] indicated that he paid the respondent on a monthly basis for his property management services.
105. The respondent did not deny that he was paid on a monthly basis by [Owner 5]. He did, however, testify that he was not asked by [Owner 5] to manage specific properties, but rather was asked to do “many things”, some of which was rental property management work. The respondent described some of those “many things” as including activities such as driving [Owner 5] to the airport.
106. When it was pointed out to the respondent that the invoices he issued to [Owner 5] were from “Glenn R. Campbell dba Greater Realty Care”, the respondent indicated that he had done so. The respondent also acknowledged that he had dealt with bylaw issues in respect of properties owned by [Owner 5], but he indicated that he had done so only to assist as [Owner 5] did not hear well.
107. On the issue of whether the respondent provided rental property management services to [Owner 5], I prefer [Owner 5]’s description of the services provided to that of the respondent.
108. I do not find the respondent’s explanation that he was simply “helping out as needed” to be in harmony with the preponderance of the probabilities which a

practical and informed person would recognize as reasonable in the circumstances⁷.

109. I reach this conclusion not only having regard to the information [Owner 5] provided to [Investigator 1] as to the nature of his relationship with the respondent, but also having regard to the fact that the respondent invoiced [Owner 5] for his services based on a monthly fee, and that in those invoices the respondent would specifically identify the properties for which he was billing.
110. This billing practice is consistent with the respondent's practice for billing seen in the [Owner 3] properties, and, in my view, clearly indicates that rather than "helping out as needed", the respondent saw himself as providing a monthly rental property management services to [Owner 5].
111. Having considered the above, I find that the evidence supports a conclusion that the respondent provided real estate services in British Columbia without being licensed to do so and without being otherwise exempt from licensing, contrary to section 3(1) of the RESA, in relation to each of the [Owner 5] properties listed in Schedule A.
112. With respect to the [Owner 1] property, I also consider the evidence to support a conclusion that the respondent provided real estate services in relation to that property without being licensed to do so and without being otherwise exempt from licensing, contrary to section 3(1) of RESA.
113. In cross examination the respondent indicated that he did not dispute [Owner 1]'s evidence as to the nature of the work that he did at the property, including picking up rent cheques, and dealing with bylaw officers. Nevertheless, he stated that the majority of his work at the property was maintenance.
114. Given that the respondent did not dispute [Owner 1]'s description of his role at the property, which according to [Owner 1] included finding tenants, acting as a liaison between the owner and then tenants, collecting rents, addressing maintenance and arranging contractors as necessary, and setting up tenancy agreements, I find the evidence to clearly show that the respondent was engaged in rental property management services in respect of that property. The evidence further shows that the respondent billed [Owner 1] for those services, and I accept [Owner 1]'s conclusion that that bill was for rental property management services, rather than maintenance services as described by the respondent.

[Property 7] Property

⁷ *Faryna v Chorney* (1952), 2 DLR 354, [1951] BCJ No 152 (BCCA)

115. I note that the evidence before me in respect of this property was that the respondent had “found tenants” for this property on behalf of the owners of the property, over a number of years. Further, there were two Residential Tenancy Branch orders issued in respect of this property in which the respondent was identified as the landlord of the property. Finally, one of the owner’s of the property indicated to [Investigator 1] that he had paid the respondent for his services.
116. Although the respondent described his dealings in respect of that property as having involved finding a tenant for the home, he indicated that the tenant was a friend of his. The respondent also admitted in his evidence that he had dealt with tenant disputes at the request of the owner of the home.
117. In my view, whether or not the respondent’s tenant placement assistance involved a friend is not a consideration of importance. Given that the respondent admitted he had found a tenant for the property at the request of the owner, dealt with tenant disputes at the request of the owner, and given that the respondent did not deny having received remuneration for those services, I am satisfied that the evidence supports a conclusion that the respondent provided rental property management services in respect of this property without being licensed to do so, and without being otherwise exempt from licensing, contrary to section 3(1) of the RESA.

Exemptions

118. I acknowledge that in his testimony and in his submissions, the respondent appeared to imply that he was of the view that he may have been exempted from the requirement to be licensed under RESA to provide property management services.
119. Having considered the matter, I am of the view that the evidence does not support that any of the exemptions from licensure apply to the properties regarding which the BCFSA is seeking findings.
120. Section 3(3) of RESA sets out that in addition to any exemption provided by regulation, certain classes of people, including practicing lawyers, financial institutions operating a trust business, and trustees in bankruptcy, are exempt from the requirement to be licensed under RESA.
121. None of the exemptions set out in section 3(3) of RESA apply to the respondent.
122. I turn to a consideration of the exemptions to the requirement to be licensed, as set out in the *Real Estate Services Regulation* (the “Regulation”). Part 2 of the Regulation sets out a list of 19 different exemptions, including four exemptions with respect to the provision of real estate services generally, and four exemptions in relation to Rental Property Management Services specifically.

123. While I have reviewed all of the exemptions set out in the Regulation, having heard from the respondent, I consider that he was, in essence, focusing his argument on what he says was a belief that was exempted from having a licence due to the fact that he was an employee of [Owner 3].
124. Section 2.1 of the Regulation provides that an individual is exempt from the requirements to be licensed in respect of real estate services if all of the following apply:
 - (a) the real estate services are provided to or on behalf of a principal in relation to those services;
 - (b) the individual is the employee of the principal referred to in paragraph (a);
 - (c) the individual is not providing real estate services to or on behalf of any person other than the principal referred to in paragraph (a).
125. I do not accept that the respondent was in fact of the belief that he was an employee of [Owner 3], or of [Owner 3]'s companies, such that he was exempt from the requirement to be licensed under section 3 of RESA.
126. In reaching this conclusion, I am not making a finding that the respondent believed that if he were an employee of [Owner 3]'s company, the exemption set out in section 2.1 of the Regulation would have applied to him.
127. Rather, I consider that in his testimony the respondent acknowledged that he knew that he was not an employee of [Owner 3], or of [Owner 3]'s companies. The respondent specifically stated in his testimony that he was not an employee of [Owner 3] or of [Owner 3]'s companies, that he was not issued a T4 tax document, and in fact described himself as a "sub-contractor" for [Owner 3].
128. Given that testimony, I find that it is more likely than not that the respondent knew that the exemption set out in section 2.1 of the Regulation did not apply to him.
129. I note further that the respondent did not provide any evidence indicating that he was, or even that he considered himself to be an employee of [Owner 5 and Owner 1], or of any of the other homeowners of the properties identified in the Notice of Hearing, such that the exemption set out at section 2.1 of the Regulation applied to his rental property management activities.
130. I find that none of the exemptions from the requirement to be licensed in order to provide rental property management services, as set out in either RESA or the Regulation, apply to the respondent.

Did the respondent withhold, conceal, or refuse to provide information contrary to section 37(4) of RESA?

131. Section 37(3)(b) of RESA sets out that the Superintendent may require a person to answer, or meet with the Superintendent to answer, inquiries relating to an investigation, and must produce information, records, or other things in the person's possession or control for examination by the Superintendent. Pursuant to section 37(4), a person must not refuse to provide any information or thing reasonably required for the purposes of an investigation. Pursuant to section 48(4)(a), sections 37(3) and 37(4) apply in relation to an unlicensed person as if the Superintendent were exercising authority under the applicable provision in relation to a licensee.
132. I find that the respondent did refuse to provide information reasonably required for the purposes of an investigation when he did not reply to the request for information set out in the May 29, 2020 letter from [Investigator 1].
133. While I acknowledge that the respondent took the position that he first thought that the May 2020 letter, and also the July 2020 telephone call from [Investigator 1] may have been a scam, I did not consider the respondent's testimony in that regard to be compelling.
134. I note in this regard that I do not consider the respondent's position that perhaps [Investigator 1] had the wrong person when she contacted him in respect of her investigation to be believable. The May 29, 2020 letter specifically referenced Greater Realty Care Property Management and requested information relating to its operation. In my view, given that reference, the respondent would have had no reason to question whether he was the appropriate target of the investigation described in the May 29, 2020 letter.
135. As the respondent did not ever provide the requested information, despite being provided with an extension of time to do so, I find that he withheld, concealed or refused to provide information required for the purpose of the investigation, contrary to sections 48(4)(a) and 37(4) of RESA.
136. I do not consider the evidence to show that the respondent's failure to "respond for a request for an interview" can equally be said to have constituted withholding, concealing, or refusing to provide information as contemplated by section 37(4). In my view, such a conclusion could only have been reached if an interview had been scheduled, and the respondent had not attended.

Conclusion

137. I find that the respondent provided rental property management services in British Columbia without being licensed to do so under the provisions of RESA, and without being otherwise exempt from licensing requirements under RESA, contrary to section 3(1) of RESA, in respect of the following properties:

- [Property 8], Langley
- [Property 4], Surrey
- [Property 10], White Rock
- [Property 11], Surrey
- [Property 12], Langley
- [Property 6], Surrey
- [Property 13], Surrey
- [Property 14], Surrey
- [Property 5], Surrey
- [Property 15], Surrey
- [Property 16], Surrey
- [Property 17], Surrey
- [Property 18], Surrey
- [Property 19], Surrey
- [Property 20], Surrey
- [Property 1], Surrey
- [Property 7], Surrey.

138. I further find that the respondent withheld or concealed information that was reasonably required for the purposes of the investigation, contrary to section 37(4) of RESA when he did not respond to BCFSA's May 29, 2020 request for information.

Penalty

139. I retain jurisdiction to determine issues of penalty and costs, and will hear evidence and submissions from the parties concerning orders under section 49(2) of RESA, and expenses under section 49(2)(c) of RESA, and any other actions available to the Superintendent, at a date, time and place to be set.

140. BCFSA and the respondent must advise the Hearing Coordinator, by May 11, 2023, of any request for an in-person hearing respecting sanction, and why an in-person hearing is necessary or desirable. If an in-person hearing is directed, the Hearing Coordinator will contact the parties to arrange a suitable hearing date with the parties.

141. Unless an in-person hearing is directed, any further evidence will be received through affidavits, and submissions respecting sanction will be received in writing.

Subject to further directions, the parties must provide affidavit evidence and written submissions to the Hearing Coordinator and to each other as follows:

- a. BCFSA must provide any affidavits and written submissions by May 24, 2023;
 - b. the respondent must provide any responding affidavits and written response submissions by June 14, 2023; and
 - c. BCFSA must provide any reply affidavits and written reply submissions by June 21, 2023.
142. Any party may apply to vary these dates, seek leave to cross-examine on an affidavit, or address other procedural matters.
143. Once I have arrived at a decision on sanction issues, I will issue additional reasons (a “Decision on Penalty & Costs”) that will form a part of this decision, make an order under section 49(2) of RESA, and make such other orders under the RESA as I may deem appropriate.
144. Once an order has been made under Part 4, Division 2 of RESA, the respondent will have a right to appeal to the Financial Services Tribunal under section 54(1)(e) of RESA. The respondent will have 30 days from the date of the sanction decision: *Financial Institutions Act*, RSBC 1996, ch 141, section 242.1(7)(d) and *Administrative Tribunals Act*, SBC 2004, section 24(1).

Issued at Kelowna, British Columbia, this 4th day of May, 2023.

“ANDREW PENDRAY”

Andrew Pendray
Chief Hearing Officer