

BC FINANCIAL SERVICES AUTHORITY

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

AND

IN THE MATTER OF

**JOEL PATRICK O'REILLY
(151162)**

AND

**JOEL O'REILLY PERSONAL REAL ESTATE CORPORATION
(151162PC)**

AND

**DENISE ANNE BRYNELSEN
(138787)**

AND

**DENISE BRYNELSEN PERSONAL REAL ESTATE CORPORATION
(138787PC)**

CONSENT ORDER

[This Order has been redacted before publication.]

RESPONDENTS: Joel Patrick O'Reilly, Trading Representative, RLPS Limited Partnership
dba Royal LePage Sussex (Sechelt)

Joel O'Reilly Personal Real Estate Corporation

Denise Anne Brynelsen, Trading Representative, RLPS Limited
Partnership dba Royal LePage Sussex (Sechelt)

Denise Brynelsen Personal Real Estate Corporation

DATE OF CONSENT ORDER: October 18, 2024

COUNSEL: Catherine Davies, Legal Counsel for the BC Financial Services Authority
Scott Twining, Legal Counsel for the Respondents

PROCEEDINGS:

On October 18, 2024, 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 Joel Patrick O'Reilly on their own behalf and on behalf of Joel O'Reilly Personal Real Estate Corporation, and Denise Anne Brynensen on their own behalf and on behalf of Denise Brynensen Personal Real Estate Corporation.

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Joel Patrick O'Reilly their own behalf and on behalf of Joel O'Reilly Personal Real Estate Corporation, and Denise Anne Brynensen on their own behalf and on behalf of Denise Brynensen Personal Real Estate Corporation.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that Joel Patrick O'Reilly, Joel O'Reilly Personal Real Estate Corporation, Denise Anne Brynensen, and Denise Brynensen Personal Real Estate Corporation committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* ("RESA") and sections 41, 33, 34, 30(a), 30(h), 30(f) and 59(2) of the *Real Estate Services Rules* (the "Rules"), pursuant to section 43 of the RESA the Superintendent orders that:

1. Joel Patrick O'Reilly and Joel O'Reilly Personal Real Estate Corporation jointly and severally pay a discipline penalty to BCFSA in the amount of \$100,000 within six (6) months from the date of this Order;
2. Denise Anne Brynensen and Denise Brynensen Personal Real Estate Corporation jointly and severally pay a discipline penalty to BCFSA in the amount of \$100,000 within six (6) months from the date of this Order;
3. Joel Patrick O'Reilly and Denise Anne Brynensen at their own expense, each register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Sauder School of Business at the University of British Columbia in the time period as directed by BCFSA;
4. Joel Patrick O'Reilly and Joel O'Reilly Personal Real Estate Corporation jointly and severally pay enforcement expenses to BCFSA in the amount of \$2,500 within two (2) months from the date of this Order; and
5. Denise Anne Brynensen and Denise Brynensen Personal Real Estate Corporation jointly and severally pay enforcement expenses to BCFSA in the amount of \$2,500 within two (2) months from the date of this Order.

If Joel Patrick O'Reilly, Joel O'Reilly Personal Real Estate Corporation, Denise Anne Brynensen, and/or Denise Brynensen 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 18 day of October 2024 at the City of Victoria, British Columbia.

Superintendent of the BC Financial Services Authority

"Original signed by Jonathan Vandall"

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

Attch.

BC FINANCIAL SERVICES AUTHORITY

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**JOEL PATRICK O'REILLY
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AND

**DENISE ANNE BRYNELSEN
(138787)**

AND

**DENISE BRYNELSEN PERSONAL REAL ESTATE CORPORATION
(138787PC)**

CONSENT ORDER PROPOSAL by JOEL PATRICK O'REILLY, JOEL O'REILLY PERSONAL REAL ESTATE CORPORATION, DENISE ANNE BRYNELSEN, and DENISE BRYNELSEN PERSONAL REAL ESTATE CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Joel Patrick O'Reilly ("Mr. O'Reilly"), Joel O'Reilly Personal Real Estate Corporation ("O'Reilly PREC"), Denise Anne Brynensen ("Ms. Brynensen"), Denise Brynensen Personal Real Estate Corporation ("Brynensen PREC") to the Superintendent of Real Estate (the "Superintendent") of the BC Financial Services Authority ("BCFSA") pursuant to section 41 of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, Mr. O'Reilly, O'Reilly PREC, Ms. Brynensen, Brynensen PREC and the Superintendent have agreed upon the following facts:

1. Mr. O'Reilly (151162) has been continuously licensed as a trading representative since February 2007. O'Reilly PREC has been licensed since January 2015.
2. Mr. O'Reilly and O'Reilly PREC (together, "Mr. O'Reilly") was at all material times licensed as a trading representative with RLPS Limited Partnership dba Royal LePage Sussex (Sechelt).
3. Ms. Brynensen (138787) has been continuously licensed as a trading representative since January 2004. Brynensen PREC has been licensed since February 2015.
4. Ms. Brynensen and Brynensen PREC (together, "Ms. Brynensen") was at all material times licensed as a trading representative with RLPS Limited Partnership dba Royal LePage Sussex (Sechelt).

5. Mr. O'Reilly and Ms. Brynelsen worked as a registered team under the name "Brynelsen O'Reilly Sunshine Coast" from approximately 2012 until June 2018, and then under the name "The Brynelsen O'Reilly Group" until January 2023, at which time the team was dissolved.
6. At all material times, Mr. O'Reilly and Ms. Brynelsen acted as limited dual agents in the purchase and sale of a property located at [Property 1], Pender Harbour, BC (the "Property").
7. This matter arises from a complaint made by the buyers of the Property in 2019. The buyers' purchase of the Property completed in November 2017.

The Property

8. The Property was located on the waterfront in Pender Harbour. It included an 800 square foot cabin (the "Cabin") and a boat dock, both located in the foreshore. Both the Cabin and the dock were subject to the Crown's jurisdiction, and the sellers enjoyed foreshore tenure rights. The sellers occupied the Property as a seasonal residence.
9. The Cabin was built in or around the 1960s and was originally a shed-type structure. During their ownership, the sellers completed, without permits and/or authorizations from the Sunshine Coast Regional District ("SCRD"), a major remodeling of the Cabin into a residence.
10. Over the course of the sellers' ownership, the sellers exchanged communication with the provincial Crown agency that dealt with foreshore tenures and rights in the Pender Harbour area, the Integrated Land Management Bureau ("ILMB"), which later became the Ministry of Forests, Lands and Natural Recourse Operations ("MFLNRO").
11. In a letter dated May 19, 2010, the ILMB informed the sellers and the owners of the neighbouring lot with whom they were private moorage co-tenure holders, that their existing private moorage foreshore tenure which expired on November 30, 2009 would be replaced with a Specific Permission for boat moorage with a limited 5-year term. The letter explained the ILMB's consultations with the Sechelt Nation regarding private moorage, stating that no new private moorage applications would be accepted, and existing tenures would be replaced with 5-year specific permissions. In this letter, it was further stated in reference to the Cabin: *"[a]fter reviewing the documents on file, we have noted historic improvements within the tenure area such as a cabin that are a non-conforming use under the Private Moorage policy. Non-conforming uses are being examined by our policy division and may result in additional tenures and/or rent being required. No new improvements can be placed within the tenure area."* The sellers did not share this information with Mr. O'Reilly and Ms. Brynelsen.
12. In a letter dated June 9, 2010 from the ILMB, the sellers and their neighbours were provided with a tenure offer to replace the prior lease over Crown land (the "Tenure Offer").
13. On June 30, 2010, the sellers and their neighbours entered into an agreement with the Crown granting them specific permission for private moorage (the "Specific Permission Agreement").
14. The Specific Permission Agreement provided, among other things:
 - a. the Permission cannot not be assigned or transferred without written consent;
 - b. the Cabin cannot be used as a permanent residence;
 - c. the Permission can be revoked at any time, and the owner must remove all parts of the private moorage facility within a specified number of days leaving the land in a safe, clean and sanitary condition;

- d. the Permission will be reviewed at the end of the 5-year term and can be revoked or continued until a later review date.

The Property listing

15. The sellers retained the services of Mr. O'Reilly and Ms. Brynelsen to list the Property pursuant to a listing agreement dated August 26, 2016.
16. The original listing price of the Property was \$1,050,000, reduced on April 27, 2017 to \$998,000.
17. In conjunction with their listing of the Property, Mr. O'Reilly and Ms. Brynelsen prepared online advertising of the Property which included the following description:

Absolutely one of a kind low-bank waterfront property with private moorage.

The completely renovated beach cottage sits right above the shore and faces South with sunshine all day and gorgeous ocean views. Outside you can keep your boat at the private 50' dock with protected, year round deep water moorage & explore the 2.44 acres of wilderness & privacy. ...

18. The listing feature sheet contained the following information:
 - a. under the heading "Title to Land" it stated "Freehold NonStrata"
 - b. under the heading "Seller's Interest" it stated "Registered Owner"
 - c. under "Realtor Remarks" it stated "[c]ompletely renovated net loft house at the waters edge in Pender Harbour".
19. Nowhere in the online advertising or feature sheet did it refer to the foreshore tenure, that the tenure was expired, or that the Cabin was a seasonal residence only.
20. In January 2017, a potential buyer of the property ("CT") inquired as to the legality of the Cabin and dock on the Property.
21. Ms. Brynelsen referred a foreshore tenure consultant ("AT") to CT.
22. AT subsequently made inquiries with Crown about the Property's foreshore, specifically regarding foreshore rights and the status of the Cabin, asking among other things: "...I need to confirm that the cabin and dock are there to stay and when time comes to rebuild the cabin the owners will be allowed to."
23. On January 31, 2017, the Crown, through representative SZ of the MFLNRO, responded via email to AT and advised that the Cabin was not legalized, non-conforming, and that structures on Crown foreshore are generally not approved, stating as follows:

*The cabin is currently **not legalized** and the use is non-conforming to our policies. Given that the dock management plan is not final yet, I can't say for certain if we could legalize it after the plan comes into effect. However, generally speaking such a use on Crown foreshore is contrary to provincial policies and likely would not be approved...*

...

The dock is currently legalized and tenured, and active, under a Specific Permission. After the dock management plan would come into effect it would be allowed to remain so long as there are no changes to the dock structure that would trigger a new replacement. ...

...

In regards to the cabin, as mentioned above we generally do not approve of any such structures on the foreshore....

(emphasis in original)

(the "SZ Email").

24. The SZ Email could be read as indicating that there was risk of the Crown's non-approval of the Cabin remaining on the foreshore of the Property.
25. AT forwarded the SZ Email to CT and Ms. Brynelsen, who then forwarded it to Mr. O'Reilly.
26. Mr. O'Reilly forwarded the SZ Email to the sellers with a message that he had a view contrary to SZ's Email, stating that he thought there was zero chance of a government agency removing the Cabin. Mr. O'Reilly's views were supported by his independent inquiries of the Sunshine Coast Regional District (SCRD), the SCRD's verbal confirmation that the Cabin was legally non-conforming, and the fact that Mr. O'Reilly was unaware of any government body ordering the removal of similar structures on the Sunshine Coast. The Pender Harbour Dock Management Plan ("DMP") was in its infancy at the time and there was considerable uncertainty as to how the DMP would impact existing foreshore licenses.
27. There was no further communication with SZ.
28. CT decided to not pursue a purchase of the Property.
29. The information provided in the SZ Email reflected a potential outcome of the proposed DMP, notwithstanding uncertainty at the time about the form the DMP would take and how it would impact existing licenses.

The Contract of Purchase and Sale

30. The buyers' relationship with Mr. O'Reilly and Ms. Brynelsen commenced in or about July 2016, when the buyers engaged Mr. O'Reilly and Ms. Brynelsen to act as their listing agents for the sale of their then current home located at [Property 2], Secret Cove, BC.
31. The buyers told Mr. O'Reilly and Ms. Brynelsen that they were looking to purchase a waterfront property with moorage to live in year-round, not seasonally.
32. The sale of [Property 2] was completed on September 10, 2017.
33. On September 17, 2017, the buyers viewed the Property.
34. During their viewing, the buyers asked Mr. O'Reilly and/or Ms. Brynelsen questions about the Property and were given the following information:
 - a. the buyers were told the Cabin was "legal non-conforming," and when they asked what that meant, Mr. O'Reilly told them it meant they would not be able to build up or extend the footprint;
 - b. the buyers asked about the process of rebuilding the Cabin in case it burned down and Mr. O'Reilly told them he would inquire with the SCRD;
 - c. Mr. O'Reilly and Ms. Brynelsen said that the Crown foreshore rights for the boat dock were governed by a Special Permission that did not expire and did not require a renewal;

- d. the buyers asked about the process of transferring the foreshore tenure to their names and Mr. O'Reilly said it was a simple name change; and
 - e. the buyers asked about building a second dwelling and Mr. O'Reilly said he would inquire with the SCRD.
- 35. On the same day, the buyers entered into a contract of purchase and sale with the sellers of the Property dated September 17, 2017 (the "Contract"). The Contract provided:
 - a. the buyers and sellers were in a limited dual agency relationship with Mr. O'Reilly and Ms. Brynelsen;
 - b. the purchase price was \$900,000;
 - c. a deposit of \$40,000 was due within 24 hours of acceptance;
 - d. there were subject to clauses with a deadline of September 29, 2017, including:
 - i. title search;
 - ii. property disclosure statement ("PDS");
 - iii. inspection;
 - iv. wastewater treatment system report;
 - e. the sellers were required to direct their lawyer/notary to transfer the Foreshore License into the buyers' name at completion;
 - f. the completion date was November 20, 2017;
 - g. the possession date of December 1, 2017.
- 36. Also on September 17, 2017, the sellers and buyers also entered into a limited dual agency agreement with Mr. O'Reilly's and Ms. Brynelsen's brokerage.
- 37. On September 21, 2017, in response to the buyers' verbal inquiries made on September 17, 2017 regarding the status of the property in light of the current dock management issues in Pender Harbour, Mr. O'Reilly by email provided the buyers with a copy of the June 9, 2010 Tenure Offer and the June 30, 2010 Specific Permission Agreement, and stated "[a]ttached is a copy of the foreshore. It's actually specific permission, which is better than a lease or license as it never expires and doesn't need renewing."
- 38. Also on September 21, 2017, in response to the buyers' verbal inquiries made on September 17, 2017, Mr. O'Reilly received and forwarded to the buyers an email from the SCRD stating that on the issue of a rebuild of the Cabin, the owner would have to provide proof of status of lawful non-conforming and that it could then be rebuilt provided the replacement did not exceed the current dimension.
- 39. In response, the buyers asked Mr. O'Reilly for proof that the Cabin was legal non-conforming.
- 40. By email dated September 24, 2017, Mr. O'Reilly provided a copy of a diagram showing the Cabin on the property and stated the diagram had been used in numerous legal documents, and further stated that he had a copy of a lease in his file stating that the Cabin had been built in 1960.
- 41. Neither Mr. O'Reilly nor Ms. Brynelsen referred the buyers to the information contained in the SZ Email.

42. On or about September 25, 2017, a PDS completed and dated August 17, 2016 was provided to the buyers, containing information as follows:
- a. In answer to question 1A *"Are you aware of any encroachments, unregistered easements or unregistered rights-of-way?"* the seller answered *"NO"*
 - b. In answer to question 1E *"Have you received any other notice of claim affecting the Premises from any person or public body?"* the seller answered *"NO"*
 - c. In answer to question 3Q *"Do the Premises contain unauthorized accommodation?"* the seller answered *"NO"*
 - d. In answer to question 4B *"Are you aware of any material latent defect as defined in Real Estate Council of British Columbia Rule 5-13(1)(a)(i) or Rule 5-13(1)(a)(ii) in respect of the Premises?"* and the seller answered *"NO"*.
43. On September 25, 2017, the buyers signed the subject removal form.
44. At no time during the viewing on September 17, 2017, or any time prior to the subject removal, or anytime later did either Mr. O'Reilly or Ms. Brynelsen provide the buyers with the SZ Email nor discuss the contents of the SZ Email with them.
45. The purchase of the Property completed on November 15, 2017.

Subsequent Events

46. On or about December 8, 2017, the sellers applied for consent to assign the Specific Permission to the buyers.
47. By letter dated June 6, 2018, the MFLNRO denied the application stating that consent would be denied until non-conforming uses cease to exist, and further stating that they would be in contact to discuss requirements for a plan to remove the Cabin from the tenure area.
48. The sellers followed up in response to the June 6, 2018 letter.
49. By email dated June 7, 2018, SZ responded to the sellers, stating that the Cabin was a non-conforming use, and said this was communicated to the sellers in the May 19, 2010 letter, which he attached for reference.
50. By letter dated July 24, 2018 the MFLNRO further denied the sellers' application, stating that consent to assign the tenure to the buyers would not be approved until all unauthorized uses cease to exist, meaning the Cabin would need to be removed from the foreshore.
51. The buyers considered relocating the Cabin onto the upland of the Property.
52. In or about December 2018, the buyers obtained an inspection report from the SCRD which stated the Cabin was not legally constructed, as the Cabin had been substantially modified and constructed into a dwelling after its original construction, and such work was done without permits or approvals by SCRD, further stating the Cabin could not be moved without conforming to Code through the permit process.
53. On November 14, 2019, the SCRD approved the buyers' application to remove the Cabin and construct a new house on the Property.
54. By email dated December 6, 2019, the buyers notified the MFLNRO that the parties had settled their dispute and that the buyers would remove the Cabin no later than August 30, 2020.

55. Due to a variety of factors, the removal of the Cabin was extended to February 15, 2021.
56. In or about February 2021 and prior to the February 15 deadline, the Cabin removal was completed.
57. In or about May 2021, the Specific Permission transfer to the buyers was completed.
58. The buyers constructed a new home on the Property, which was completed in 2023.
59. A Notice of Discipline Hearing was issued on November 3, 2023 Joel Patrick O'Reilly, Joel O'Reilly Personal Real Estate Corporation, Denise Anne Brynensen, Denise Brynensen Personal Real Estate Corporation.
60. Neither Mr. O'Reilly nor Ms. Brynensen has prior discipline with BCFSA.
61. In August 2024, further updates to the DMP were announced including a three-year interim permission for existing owners of docks and boathouse to allow their structures to remain as-built as part of a greater review process towards transition into 20-year renewable authorizations involving applicable repairs and upgrades.

PROPOSED FINDINGS OF MISCONDUCT

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

1. Mr. O'Reilly and O'Reilly PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA when acting as limited dual agent in 2017 in the purchase and sale of a waterfront property located at [Property 1], Pender Harbour, BC (the "Property") which completed on November 15, 2017, and in circumstances where he knew (1) the Property contained a cabin located on foreshore tenure (the "Cabin"); (2) the Cabin was not permitted by the Crown as a permanent residence; and (3) an email from a Crown representative dated January 31, 2017 stated the Cabin was not legalized and was non-conforming (the "Notice"):
 - a. he advertised the Property with false and/or misleading representations in that he failed to represent that the Cabin was for seasonal use only contrary to section 41 *[false or misleading advertising prohibited]* (formerly section 4-7) and section 33 *[duty to act honestly]* and section 34 *[duty to act with reasonable care and skill]* (formerly section 3-4) of the Rules.
 - b. knowing a permanent residence was an essential feature for the buyers, he failed to conduct independent verifications regarding the restrictions on the use of the Cabin and regarding Crown approval of assignment of the foreshore tenure, contrary section 30(a) *[act in best interests of the client]* (formerly 3-3(a)), section 30(h) *[use reasonable efforts to discover relevant facts respecting real estate]* (formerly section 3-3(h)), and section 34 *(duty to act with reasonable care and skill)* (formerly section 3-4) of the Rules;
 - c. he failed to disclose to the buyers:
 - i. the Cabin was not permitted by the Crown to be used as a permanent residence;
 - ii. the foreshore tenure was subject to a 5-year lease which had expired;

- iii. a representative of the Crown had stated that Cabin was not legalized and was a non-conforming use of the Crown foreshore (as outlined in the Notice), even though he disagreed with the representative's views;

contrary to section 30(f) [*disclose all known material information respecting the real estate*] (formerly section 3-3(f)) and section 59(2) [*disclose material latent defect in the real estate*] (formerly section 5-13(2)) of the Rules;

- d. he provided the buyers with false, misleading, and/or inaccurate information in his email dated September 21, 2017 to the buyers where he stated the seller's foreshore tenure agreement with the Crown "never expires and doesn't need renewing" which was false and inaccurate in that it had a 5-term, had expired, and not been renewed, contrary to sections 33 [*duty to act honestly*] and 34 [*duty to act with reasonable care and skill*] (formerly section 3-4) of the Rules.

For the sole purpose of discipline proceedings against them by the Superintendent, and based on the facts outlined herein, Ms. Brynelsen and Brynelsen PREC agrees the following findings of misconduct be made by the Superintendent:

- 2. Ms. Brynelsen and Brynelsen PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA when acting as limited dual agent in 2017 in the purchase and sale of a waterfront property located at [Property 1], Pender Harbour, BC (the "Property") which completed on November 15, 2017, and in circumstances where she knew (1) the Property contained a cabin located on foreshore tenure (the "Cabin"); (2) the Cabin was not permitted by the Crown as a permanent residence; and (3) an email from a Crown representative dated January 31, 2017 stated the Cabin was not legalized and was non-conforming (the "Notice"):
 - a. she advertised the Property with false and/or misleading representations in that [s]he failed to represent that the Cabin was for seasonal use only contrary to section 41 [*false or misleading advertising prohibited*] (formerly section 4-7) and section 33 [*duty to act honestly*] and section 34 [*duty to act with reasonable care and skill*] (formerly section 3-4) of the Rules.
 - b. knowing a permanent residence was an essential feature for the buyers, she failed to conduct independent verifications regarding the restrictions on the use of the Cabin and regarding Crown approval of assignment of the foreshore tenure, contrary section 30(a) [*act in best interests of the client*] (formerly 3-3(a)), section 30(h) [*use reasonable efforts to discover relevant facts respecting real estate*] (formerly section 3-3(h)), and section 34 (*duty to act with reasonable care and skill*) (formerly section 3-4) of the Rules;
 - c. she failed to disclose to the buyers:
 - i. the Cabin was not permitted by the Crown to be used as a permanent residence;
 - ii. the foreshore tenure was subject to a 5-year lease which had expired;
 - iii. a representative of the Crown had stated that Cabin was not legalized and was a non-conforming use of the Crown foreshore (as outlined in the Notice), even though he disagreed with the representative's views;

contrary to section 30(f) [*disclose all known material information respecting the real estate*] (formerly section 3-3(f)) and section 59(2) [*disclose material latent defect in the real estate*] (formerly section 5-13(2)) of the Rules;

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct, Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, Brynelsen 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. Mr. O'Reilly and O'Reilly PREC be jointly and severally liable to pay a discipline penalty to BCFSa in the amount of \$100,000 within six (6) months from the date of this Order.
2. Ms. Brynelsen and Brynelsen PREC be jointly and severally liable to pay a discipline penalty to BCFSa in the amount of \$100,000 within six (6) months from the date of this Order.
3. Mr. O'Reilly and Ms. Brynelsen at their own expense, each register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Sauder School of Business at the University of British Columbia in the time period as directed by BCFSa.
4. Mr. O'Reilly and O'Reilly PREC be jointly and severally liable to pay enforcement expenses to BCFSa in the amount of \$2,500 within two (2) months from the date of this Order.
5. Ms. Brynelsen and Brynelsen PREC be jointly and severally liable to pay enforcement expenses to BCFSa in the amount of \$2,500 within two (2) months from the date of this Order.
6. If either Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen PREC fails to comply with any of the terms of this Order, the Superintendent may suspend or cancel their licence without further notice to them.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen 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. Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen 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. Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen 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. Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen 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, Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen PREC from making full answer and defence to any civil or criminal proceeding(s).

6. The Proposal and its contents are made by Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen 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 Mr. O'Reilly, O'Reilly PREC, Ms. Brynelsen, or Brynelsen PREC in any civil proceeding with respect to the matter.

"Original signed by Joel O'Reilly"

**JOEL PATRICK O'REILLY and on behalf of
JOEL O'REILLY PERSONAL REAL ESTATE
CORPORATION**

Dated 17 day of October, 2024

"Original signed by Denise Brynselen"

**DENISE ANNE BRYNELSEN and on behalf of
DENISE BRYNELSEN PERSONAL REAL ESTATE
CORPORATION**

Dated 17 day of October, 2024