

BC FINANCIAL SERVICES AUTHORITY
IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*

SBC 2004, c 42 as amended

IN THE MATTER OF

**ISMAIL JAMAL JINNAH
(145588)**

DECISION ON SANCTION

[This Decision has been redacted before publication.]

Date of Hearing:	Via written submissions received on October 1, 2024.
Counsel for BCFSa:	Meredith MacGregor
Counsel for the Respondent:	Self Represented
Hearing Officer:	Thelma O'Grady

Introduction

1. In an August 12, 2024 decision, *Jinnah (Re)*, 2024 BCSRE 51 (the "liability decision"), I determined that the respondent, Ismail Jamal Jinnah had committed professional misconduct, as contemplated by section 35(1)(a) of the *Real Estate Services Act* ("RESA"), in that he had breached sections 5-10, 3-4 and 3-3(a) of the *Real Estate Services Rules* (the "Rules") (collectively the "Failure to Disclose Agency Findings"); sections 3-3(i) and 3-3(j) of the Rules (collectively, the "Conflict-of-Interest Findings"); and sections 3-3(a), 3-3(f) and 3-4 of the Rules (collectively, the "Competency Findings").
2. I further determined that the respondent, Ismail Jamal Jinnah had committed professional misconduct contrary to sections 35(1)(e) and 37(4) (the "Failure to Cooperate with Investigation Findings"), and section 35(1)(g) of RESA (the "False or Misleading Statements Finding").
3. I declined to make a finding that Mr. Jinnah failed to promptly provide his managing broker with a copy of all substantive records, contrary to section 3-2(1) of the Rules (the "Records Allegation").
4. I further determined that, given his conduct in all its entirety, as set out above, Mr. Jinnah committed conduct unbecoming within the meaning of section 35(2) of RESA.¹
5. This decision relates to the sanctions and orders to be issued in respect of Mr. Jinnah's conduct.

¹ All findings outlined in paragraphs 1 – 4 will be collectively referred to as the "2015 Misconduct/Conduct Unbecoming" throughout this decision.

6. The hearing of the sanctions portion of this matter proceeded by way of written submissions.
7. Although Mr. Jinnah agreed to an extension of the written submission deadlines and was provided the opportunity to provide his own response submissions, Mr. Jinnah did not provide any submissions, nor did he indicate that he wished to have the opportunity to have the issue of penalty heard by way of an oral hearing.
8. BC Financial Services Authority (“BCFSA”) seeks an order that:
 - a) Mr. Jinnah’s licence be cancelled;
 - b) Mr. Jinnah pay a penalty of \$10,000; and
 - c) Mr. Jinnah to pay investigative and hearing expenses incurred by BCFSA in the amount of \$70,773.39.

Issues

9. The issue is the appropriate orders to be issued in respect of Mr. Jinnah’s conduct, as provided for by section 43 of RESA.
10. Additionally, there is the question of whether Mr. Jinnah should be required to pay enforcement expenses pursuant to section 43(2)(h) of RESA and, if so, the appropriate quantum of those expenses.

Jurisdiction

11. 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 with respect to sections 42 through 53 of RESA.

Background and Evidence

12. The background to this matter is set out in the liability decision. I will not reproduce the entirety of that background and evidence here. The following summary is intended to provide context for my reasons.
13. Mr. Jinnah was first licensed as a trading representative under RESA in July 2012. He continued to be licensed at that level and in that category until March 2024, other than two periods of being unlicensed between July 5-13, 2016, and July 14 to December 19, 2018. In January 2015, Mr. Jinnah became licensed with the brokerage Blueprint Realty Inc., where he was licensed until July 6, 2018. Mr. Jinnah was subsequently licensed with two other brokerages from December 2018 until December 2022 and from 2023 until early March 2024, when he surrendered his license.
14. Between October 2011 to October 2019, Mr. Jinnah was registered as a submortgage broker under the *Mortgage Brokers Act*.
15. The complaint in respect of this matter was received by the Real Estate Council of British Columbia (“RECBC”) in September 2018.² The majority of the investigation occurred in 2021.
16. In closing argument at the liability hearing, counsel for BCFSA removed (struck through) various sections of the Notice of Hearing which I chose not to include in the allegations below but have

² On August 1, 2021, RECBC was dissolved and discontinued and all operations, affairs and activities of RECBC were transferred to, and carried on and continued by BCFSA.

included as footnotes. The allegations against Mr. Jinnah as alleged by BCFSA in its liability hearing closing submissions were as follows:

1. You committed professional misconduct within the meaning of section 35(1)(a) of the RESA while licensed as a representative of Blueprint Realty Inc./RE/MAX Blueprint Realty ("Blueprint Realty") in relation to a contract of purchase and sale dated June 24, 2015 respecting a property located at [Property 1], Surrey, BC (the "[Property 1]") and/or a contract of purchase and sale dated June 28, 2015 respecting a property located at [Property 2], Surrey, BC (the "[Property 2]") (collectively, the "Transactions"), in that:
 - a) before providing real estate services, you failed to disclose to [Individual 1] and/or [Individual 2] the nature of the representation that you would be providing and/or that you did provide, contrary to section 30(a) (then section 3-3(a)) [act in the best interest of the client], sections 33 and 34 (then section 3-4) [act honestly and with reasonable care and skill], and/or section 54 (then section 5-10) [disclosure of representation in trading services] of the Rules:
 - b) you failed to take reasonable steps to avoid any conflict of interest, contrary to section 30(i) (then section 3-3(i)) [take reasonable steps to avoid any conflict of interest] of the Rules and/or you failed to promptly and fully disclose the conflict of interest to [Individual 1] and/or [Individual 2] contrary to section 30(j) (then section 3-3(j)) [if a conflict of interest does exist, promptly and fully disclose the conflict of interest] of the Rules by, including but not limited to: ³
 - ii. acting in a client relationship with either [Individual 1] or [Individual 2] while having a personal relationship with the other;
 - iii. having personal relationships with [Individual 1] and [Individual 2] and failing to disclose the nature of these relationships to the other person;
 - iv. providing real estate services and/or mortgage broker services to [Individual 1] and/or [Individual 2] with respect to the Transactions without fully disclosing the conflict of interest; and/or ⁴
 - vii. having an intimate relationship with [Individual 1] during the time period that you provided her real estate services;
 - c) you failed to act in the best interest of [Individual 1], contrary to section 30(a) (then section 3-3(a)) [act in the best interest of the client], you failed to act honestly and with reasonable care and skill, contrary to sections 33 and 34 (then section 3-4) [Duty to act honestly and with reasonable care and skill] and/or you failed to disclose to clients all material information, contrary to section 30(f) (then section 3-3(f)) [Failing to disclose know material information] of the Rules by, including but not limited to:
 - ii. ⁵failing to advise [Individual 1] of the risks of not providing a property disclosure statement; and/or

³ Allegation not pursued, 1(b)(i): acting in a client relationship with both [Individual 1] and [Individual 2] with respect to the purchase and sale of [Property 1] and/or of [Property 2], without properly executing a Limited Dual Agency Agreement;

⁴ Allegations not pursued, 1(b)(v) and 1(b)(vi): having confidential information from your personal relationships and/or mortgage broker relationships with [Individual 1] and/or [Individual 2] and failing to disclose this to the other person; and

failing to fully disclose all the remuneration that you received or anticipated receiving from the Transactions to [Individual 1] and/or [Individual 2];

⁵ Allegation not pursued, 1(c)(i): failing to advise [Individual 1] of the risks of accepting an offer to purchase [Property 1] without a plan to find another property.

- e) ⁶you failed to promptly provide the managing broker a copy of all substantive records in relation to real estate services provided, contrary to section 29(1) (then section 3-2(1)) [associate broker and representative responsibilities] of the Rules.
2. Further and in the alternative, you committed professional misconduct within the meaning of sections 35(1)(a)⁷ of the RESA when, in or about January 2015 to August 2015, while licensed as a representative of Blueprint Realty Inc./RE/MAX Blueprint Realty, you
- a) knew or ought to have known that [Individual 1] would rely on your advice both personal and professional;
 - b) you conducted yourself in a manner to lead [Individual 1] to believe you were acting in a client relationship;
 - c) used your personal relationship with [Individual 1] to pressure her to sell [Property 1] to [Individual 2];
 - d) you intentionally did not disclose the nature of your relationships with [Individual 1] and [individual 2] to the other person;
 - e) earned significant commission for your role in [Individual 1] and [Individual 2] exchanging houses; and/or,
 - f) described your relationships with [Individual 2] and [Individual 1] as customer relationships in the respective Working With a Realtor Forms when you knew or reasonably ought to have known that that you were in client relationships with one or both of [Individual 2] and [Individual 1].
- contrary to sections 33 and 34 (then section 3-4) [Duty to act honestly and with reasonable care and skill], section 30(a) (then 3-3(a)) [act in the best interest of the client], and/or section 30(f) (then section 3-3(f)) [Failing to disclose know material information] of the Rules.⁸
3. Further and in the alternative, on or about each or all of July 23, 2021, September 29, 2021, and May 31, 2022, you committed professional misconduct within the meaning of sections 35(1)(a) and/or 35(1)(e) [fails or refuses to cooperate with an investigation] of RESA when you mischaracterized your relationship with [Individual 1], in a written statement to BCFSA and/or in interviews with BCFSA to conceal a conflict of interest, contrary to section 37(4) of RESA (as it relates to section 35(1)(a)).
4. Further and in the alternative, on or about July 23, 2021, you committed professional misconduct within the meaning of section 35(1)(g) [makes or allows to be made any false or misleading statement in a document that is required or authorized to be produced or submitted] when you mischaracterized your relationship with [Individual 1] in a written statement to BCFSA to conceal a conflict of interest.
5. Further and in the alternative, you committed conduct unbecoming within the meaning of section 35(2) of RESA when you engaged in any or all of the conduct set out at paragraphs 1, 2, 3 and 4, contrary to the best interests of the public, undermining public confidence in the real estate industry, and/or bringing the real estate industry into disrepute.

⁶ Allegation not pursued, 1(d): you failed to advise [Individual 1] to seek independent professional advice at all or in a timely manner regarding the sale of [Property 1] and the purchase of [Property 2], contrary to section 30(d) (then section 3-3(d)) [advise client to seek independent professional advice] of the Rules;

⁷ Allegation not pursued, portion of 2: and 35(1)(c) [Wrongful Taking or Deceptive Dealing]

⁸ Allegation not pursued, portion of 2: and/or section 35(1)(c) [Wrongful Taking or Deceptive Dealing] of the RESA

17. In the liability decision, among the determinations of professional misconduct and conduct unbecoming as noted above, I made the following findings:

198. *Mr. Jinnah began providing [Individual 1] real estate services and formed an implied agency relationship with her at a time during which they were in a close relationship. He did not advise her to get legal advice on agency or warn her that he would not act in her best interests. [Individual 1] trusted him, relied upon him, and was reasonably left with the impression that Mr. Jinnah was looking out for her best interests. Rather than looking out for her best interest, Mr. Jinnah refused to accept that [Individual 1] did not want to sell her house. He pressured and manipulated her to essentially switch properties with [Individual 2]. Mr. Jinnah took advantage of [Individual 1] who, because she was in a close relationship with him and trusted him, was vulnerable. This type of behaviour can only be described as predatory.*

199. *In doing so, Mr. Jinnah charged [Individual 1] and [Individual 2] above-market commissions on this deal with very little explanation. [Individual 1] testified that she knew it was a higher commission, but she did not question it because Mr. Jinnah told her that he always charged more commission, and she was under the impression that he was her real estate agent and was looking out for her interests. However, in reality this was Mr. Jinnah's first real estate transaction, and he took no steps to market the property other than to show it to [Individual 2]. This is one of the many things that [Individual 1] did not fully question because she trusted Mr. Jinnah due to their personal relationship.*

200. *As discussed, Mr. Jinnah failed to act with reasonable care and skill and in the best interest of his client when he advised [Individual 1] to pay \$2,000 to \$2,500 for a new furnace, without instead urging her to seek legal advice on the matter. He further failed to act with reasonable care and skill and in the best interest of [Individual 1] when he allowed her to risk not having the proceeds from the sale of [Property 1] to close on the [Property 2] deal, he failed to explain the subject removals to her, and he did not provide her with the strata documents for [Property 2] until she was on her way to the conveyancing lawyer after she had already waived the subject.*

...

202. *I also accept that Mr. Jinnah's conduct caused [Individual 1] emotional harm in the form of anxiety, depression, shame and embarrassment for letting herself be coerced by Mr. Jinnah.*

203. *As noted above, I have found that Mr. Jinnah mischaracterized his relationship with [Individual 1] throughout the BCFSa investigation. He provided false and misleading information to conceal the conflict of interest. It was only during the hearing, particularly when confronted with [Individual 1]'s phone records, that he acknowledged a close personal relationship. I find that Mr. Jinnah's statements in his July 23,*

2021 written statement and two interviews were a deliberate attempt by Mr. Jinnah to interfere with and mislead the investigative process.

Applicable Law and Legal Principles

18. At the time of the 2015 Misconduct/Conduct Unbecoming, section 43(2) of RESA provided that if, after a discipline hearing, the Superintendent determines that the licensee has committed professional misconduct, the Superintendent must, by order, do one or more of the following:⁹

- a) reprimand the licensee;
- b) suspend the licensee's licence for the period of time the Superintendent considers appropriate or until specified conditions are fulfilled;
- c) cancel the licensee's licence;
- d) impose restrictions or conditions on the licensee's licence or vary any restrictions or conditions applicable to the licence;
- e) require the licensee to cease or to carry out any specified activity related to the licensee's real estate business;
- f) require the licensee to enrol in and complete a course of studies or training specified in the order;
- g) prohibit the licensee from applying for a licence for a specified period of time or until specified conditions are fulfilled;
- h) require the licensee to pay amounts in accordance with section 44(1) and (2) *[recovery of enforcement expenses]*;
- i) require the licensee to pay a discipline penalty in an amount of:
 - i. not more than \$20,000, in the case of a brokerage or former brokerage, or
 - ii. (ii) not more than \$10,000, in any other case;
- j) require the licensee to pay an additional penalty up to the amount of the remuneration accepted by the licensee for the real estate services in respect of which the contravention occurred.

19. In general terms, sanctions in relation to breaches of RESA are issued with a view to the overarching goal of protecting the public.

20. Sanctions may serve multiple purposes, including:

- denouncing misconduct, and the harms caused by misconduct;
- preventing future misconduct by rehabilitating specific respondents through corrective measures;
- preventing and discouraging future misconduct by specific respondents through penalizing measures (i.e. specific deterrence);
- preventing and discouraging future misconduct by others (i.e. general deterrence);

⁹ In September 2016, RESA was amended to increase the available discipline penalties to not more than \$500,000 in the case of a brokerage or former brokerage, and not more than \$250,000 in any other case. However, as the misconduct in this matter occurred prior to these statutory amendments, the pre-amendment penalties are applicable.

- educating registrants, other professionals, and the public about rules and standards; and
 - maintaining public confidence in the industry.
21. Administrative tribunals generally consider a variety of mitigating and aggravating factors in determining sanctions, largely based on factors which have been set out in cases such as *Law Society of British Columbia v. Ogilvie*, 1999 LSBC 17, and *Law Society of British Columbia v. Dent*, 2016 LSBC 5. In *Dent*, the panel summarized what it considered to be the four general factors, to be considered in determining appropriate disciplinary action:
- a) Nature, gravity and consequences of conduct

[20] This would cover the nature of the professional misconduct. Was it severe? Here are some of the aspects of severity: For how long and how many times did the misconduct occur? How did the conduct affect the victim? Did the lawyer obtain any financial gain from the misconduct? What were the consequences for the lawyer? Were there civil or criminal proceedings resulting from the conduct?
 - b) Character and professional conduct record of the respondent

[21] What is the age and experience of the respondent? What is the reputation of the respondent in the community in general and among his fellow lawyers? What is contained in the professional conduct record?
 - c) Acknowledgement of the misconduct and remedial action

[22] Does the respondent admit his or her misconduct? What steps, if any, has the respondent taken to prevent a reoccurrence? Did the respondent take any remedial action to correct the specific misconduct? Generally, can the respondent be rehabilitated? Are there other mitigating circumstances, such as mental health or addiction, and are they being dealt with by the respondent?
 - d) Public confidence in the legal profession including public confidence in the disciplinary process

[23] Is there sufficient specific or general deterrent value in the proposed disciplinary action? Generally, will the public have confidence that the proposed disciplinary action is sufficient to maintain the integrity of the legal profession? Specifically, will the public have confidence in the proposed disciplinary action compared to similar cases?
22. While the factors set out above are not binding on me, I find them to be of use in considering the appropriate penalty to be issued.

Discussion

The Misconduct

- 23. BCFSA describes the nature of Mr. Jinnah's misconduct and conduct unbecoming as "very serious". It submits that Mr. Jinnah used his position, as a licensed representative under RESA, to take advantage of a person who relied on him and did not act in the best interest of his client.
- 24. BCFSA submits Mr. Jinnah did so while being in a conflict-of-interest due to both his personal and professional relationships with [Individual 1] and [Individual 2].
- 25. BCFSA submits further that Mr. Jinnah's 2015 Misconduct/Conduct Unbecoming was very broad and included conflict of interest issues, disclosure issues, and competency issues.
- 26. BCFSA submits further that when under investigation for the 2015 Misconduct/Conduct Unbecoming, Mr. Jinnah intentionally mischaracterized his relationship with [Individual 1] to BCFSA investigators in

order to deceive BCFSa as to a key element of this matter (the “2021/2022 Investigation Findings”). The 2021/2022 Investigation Findings are also very serious.

27. BCFSa’s position is that the combination of the 2015 Misconduct/Conduct Unbecoming and then the 2021/2022 Investigation Findings demonstrate a pattern of Mr. Jinnah putting his own interest above others, firstly his client/close personal friend and then the regulator.
28. Taking advantage of a vulnerable client who is relying on you to act in their best interest is one of the most serious types of misconduct for a real estate licensee. In general terms, I consider that the professional misconduct and conduct unbecoming engaged in by Mr. Jinnah was of a type that placed the public at risk of harm. After considering all of the evidence, I am satisfied that Mr. Jinnah’s actions in respect of the 2015 Misconduct/Conduct Unbecoming all demonstrated a disregard for the Rules, the regulatory scheme, and the standards expected of real estate licensees to uphold the reputation of and public confidence in the profession.
29. Based on the evidence that was before me at the liability hearing, and the findings made in the liability decision, I am satisfied that Mr. Jinnah’s professional misconduct and conduct unbecoming was very serious.

Other Relevant Factors

The advantage gained, or to be gained, by the respondent

30. Mr. Jinnah earned commissions of over \$39,000 in relation to the 2015 Misconduct/Conduct Unbecoming.
31. With respect to the 2021/2022 Investigation Findings, the benefit to be gained by Mr. Jinnah is more complicated and intertwined with the 2015 Misconduct/Conduct Unbecoming. Mr. Jinnah attempted to deceive the regulator about core facts relating to the 2015 allegations. Mr. Jinnah attempted to benefit by avoiding accountability for his misconduct by misleading the regulator through his dishonesty.
32. These are both aggravating factors.

The impact upon the victim

33. [Individual 1] suffered financial and emotional harm from Mr. Jinnah’s conduct:
 - a) she paid \$2,000 to \$2,500 for a new furnace on the eve of closing without the benefit of legal advice; and
 - b) she felt shame, embarrassment, depression and anxiety in the years after this transaction.
34. In addition to actual harm, there was a significant risk of harm to [Individual 1]. With the initial contracts having closing dates one month apart, unless the contracts were amended (as they were) [Individual 1] would have had to close the contract to purchase [Property 2] one month before the closing of the sale of her [Property 1]. She gave evidence that she would not have been able to do that and thus she was at risk to lose her deposit and faced a potential lawsuit.

35. This is an aggravating factor.

The number of times the offending conduct occurred

36. The 2015 Misconduct/Conduct Unbecoming relates to two concurrent transactions during a 4-6 month period of time.
37. The 2021/2022 Investigation Findings demonstrated repeated disregard for the regulatory process.
38. Viewed cumulatively, the repeat nature of Mr. Jinnah’s conduct is aggravating.

The age and experience of the respondent

39. The misconduct in this file occurred in 2015 and in 2021:

- a) In 2015, Mr. Jinnah had been licensed for approximately 3 years and these transactions were his first transactions; and
- b) In 2021, Mr. Jinnah had been licensed for 9 years.

40. Mr. Jinnah was relatively inexperienced as a realtor. However, as of 2015 Mr. Jinnah was over 50 years old, had been a mortgage broker for a number of years, and should have been able to appreciate the key tenets of a client/fiduciary relationship, particularly acting in the best interest of your client.

41. With respect to the 2021 Investigation Findings, Mr. Jinnah had been licenced for approximately 9 years, when he engaged in intentional dishonesty and deception.

Professional conduct record

42. Mr. Jinnah has no prior disciplinary history with BCFSA or its predecessor regulators. As mentioned previously, the transactions at issue in this matter were the first two transactions on which he had provided real estate services. In sum, it was the early stages of his career as a real estate professional, he had minimal participation in the real estate industry as a licensee, although that participation involved him engaging in conduct unbecoming and professional misconduct.

43. In my view, Mr. Jinnah's lack of a prior disciplinary record is properly considered as a neutral factor (or the lack of an aggravating factor). Individuals who participate in a regulated industry are subject to the laws, rules and regulations. Compliance with the regulatory regime is expected.

Acknowledgement of misconduct

44. In my view, the evidence supports a conclusion that Mr. Jinnah has not acknowledged his misconduct nor taken any remedial action. Throughout the hearing, Mr. Jinnah continued to deny misconduct and continued not to take responsibility for his actions.

45. This is a significant aggravating factor.

Public confidence in the real estate profession

46. Mr. Jinnah's misconduct strikes at the heart of the real estate industry. He took advantage of the trust and vulnerability of a client in order to advance his own interests. Then, he went on to deceive the regulator to avoid responsibility for his conduct to such a degree that it was found to be both professional misconduct and conduct unbecoming.

47. Mr. Jinnah's conduct undermines public confidence in the real estate industry.

Previous Sanctions Decisions and Consent Orders

48. In determining the appropriate sanction, consideration should be given to disciplinary action that has been issued in similar cases. While prior disciplinary decisions and consent orders are not binding on me, they can be of assistance in determining a penalty that the public will have confidence in.

49. BCFSA has referred to a number of previous disciplinary decisions and consent orders. I note, prior to reviewing those decisions and consent orders below, that I am of the view that caution must be taken when comparing an agreed upon penalty from a consent order to a penalty that is imposed subsequent to a discipline hearing, given that there are a myriad of reasons for a respondent to agree to a consent order which may not be apparent from a review of that consent order.

50. With that comment in mind, I turn to a review of the cases cited.

51. BCFSA referred to the following cases:

- In *Rohani (Re)*, 2024 BCSRE 31 (currently under appeal to the Financial Services Tribunal ("FST")), Ms. Rohani committed professional misconduct when she referred six buyer clients to an individual who she knew or ought to have known was not a registered mortgage broker and by referring clients to the unregistered individual in anticipation of receiving remuneration and failing to disclose such remuneration to her client. Ms. Rohani also committed conduct unbecoming when she submitted mortgage applications (in her personal capacity) prepared by the unregistered individual that contained falsified income and savings information, and by using the services of the unregistered individual when she knew or ought to have known that he was unregistered. The Chief Hearing Officer ordered that Ms. Rohani's licence be cancelled (notwithstanding that Ms. Rohani had surrendered her licence), pay a discipline penalty of \$40,000, and enforcement expenses of \$90,000.
- In *Parsons v. Real Estate Council of British Columbia*, 2015 BCFST 9, a decision under the prior penalty regime, Mr. Parsons was found to have committed professional misconduct within the meaning of section 35(1) by failing to make sufficient or any inquiries about his client's ability to conduct business in a prudent manner and with due regard for her own interest. Mr. Parsons knew the complainant's status to do so was in question given that she was an inpatient at a psychiatric hospital. Mr. Parsons was also found to have engaged in deceptive dealing or demonstrated incompetence in performing a duty for which a licence is required by withholding facts from the complainant when he knew those facts were of material importance. Specifically, Mr. Parsons prepared an offer on behalf of the complainant which did not have an inspection clause, and did not advise the complainant of a material defect, water ingress. Mr. Parsons also did not inform the complainant that the listing agent for the property was his son, which was material information about a conflict of interest. The FST upheld the cancellation of Mr. Parsons' licence, with a period of ineligibility reduced from five years to 30 months; as well as reducing the penalty from \$10,000 to \$5,000. In reducing the ineligibility period, the FST noted that Mr. Parsons had not engaged in activities that were akin to fraud, and that the non-disclosure may have been the result of carelessness or incompetence rather than dishonesty.

The *Parsons* decision discusses licence cancellation under RESA:

"[91] Licence cancellation is the most severe form of punishment available to Council under section 43 of RESA. It should, therefore, only be reserved for cases of serious misconduct. I deliberately refrain from using a phrase like 'the most serious misconduct', as I would not think that a fair interpretation of the provision. I see a qualitative difference between licence cancellation under RESA and permanent expulsion of a person from his or her profession under certain other self-regulatory regimes, such as, for example, disbarment of a lawyer or removal of a physician from the register. Such expulsions as those have permanent effect and thereby amount to capital punishment that is only warranted for capital offences, so to speak. Under RESA, however, there is an ability to both cancel a licence and expressly contemplate the re-admission of the individual on application for a fresh licence after a certain lapse of time. The cases cited on this appeal, some of which I have discussed above, show that something of a practice is in place for precisely such hybrid orders, and which practice has been at least tacitly endorsed in appellate decisions. A scan of these authorities also shows that licence cancellation has not historically been restricted only to the most serious forms of realtor misconduct, with gradations of these contraventions being accounted for in the length of the ineligibility period ordered to accompany the cancellation. Ineligibility period aside, licence cancellation should still not occur unless the misconduct is indeed of a serious character, but it need not be at or near the extreme right of the severity scale, given the

ability to moderate the cancellation by permission to apply for relicensing again at a defined time in future.”

- In *Khunkhun*, 2024 BCRMB 6 (currently under appeal to the FST), Ms. Khunkhun had been formerly registered as a mortgage broker with BCFSa. Ms. Khunkhun represented a company seeking financing for a development project. Ms. Khunkhun admitted, by way of agreed statements of fact, that she created a falsified mortgage commitment letter that purported to be from a potential lender (who had in fact declined to fund the project) and presented it to her borrower client as if genuine. Ms. Khunkhun’s evidence was that she did so in order to buy herself time to find a lender. The Chief Hearing Officer accepted that the purpose of the falsified document was to keep the borrower client as a client and her conduct created a risk of harm as the borrower client could have relied on the falsified financing commitment letter. The *Mortgage Brokers Act*, RSBC 1996, c 313, section 8(1.2) sets out the penalties available for a former registrant who committed misconduct while registered. That section does not expressly provide for cancellation or suspension as an available remedy for former registrants, however, periods of ineligibility for registration have been ordered under section 8(1.2). BCFSa did not seek a period of prohibition on registration, and the Chief Hearing Officer ordered that Ms. Khunkhun pay an administrative penalty of \$37,500. The issue of costs has not yet been decided.
- In *Salanga (Re)*, 2017 CanLII 57049 (BC REC), the respondent misappropriated client funds upwards of \$300,000 from his clients. The discipline committee described the client victims as gullible and unsophisticated members of the community. Mr. Salanga was convicted criminally in respect of some of the fraudulent misappropriation. The respondent, who no longer held a licence, was prohibited from applying for a licence for a period of 15 years and ordered to pay the maximum discipline penalty of \$10,000, and enforcement expenses of \$16,952.21.
- In *Lalli (Re)*, 2010 CanLII 46486 (RECBC), another decision involving the prior penalty regime, a licensee received deposit funds of \$4,280 USD (about \$5,292 CAD) but did not deposit the funds into a brokerage trust account, and wrongfully took them as he failed to pay them back on demand. The licensee also contravened various other Rules. Although he was not licensed at the time, the Discipline Committee cancelled his licence and ordered ineligibility for licensure for five years.
- *Nielsen (Re)*, 2012 CanLII 82669 (RECBC) was a consent order in which the licensee acknowledged that he falsified a contract of purchase and sale and various financial documents, including income and tax information presented to a mortgage lender. The licensee agreed to a three-year licence cancellation, undertaking educational courses as a condition of re-licensing, and the payment of enforcement expenses.
- In *Bratch*, 2022 BCFST 5, Mr. Bratch was found to have committed conduct unbecoming and professional misconduct in relation to the rent-to-own transactions between individuals and his wife. Mr. Bratch was found to have previously established a trust relationship and took advantage of people during a financially vulnerable time. The discipline committee made an order prohibiting him from applying for licensing for one year (Mr. Bratch’s licence had been suspended at the time of the disciplinary hearing, and had been suspended for five-years at the time of the FST decision). The discipline committee also ordered a monetary penalty of \$45,000, completion of an ethics course, and enforcement expenses of \$50,000. The FST set aside the \$45,000 penalty and the one-year suspension, stating that he was “eligible to be reinstated immediately upon completion of the remaining conditions”. The FST upheld the course and the enforcement expenses.

BCFSA argues that *Bratch* is distinguishable because it is very fact specific. It further submits that the FST order on appeal may have usurped BCFSA licensing process by ordering reinstatement. BCFSA submits that I should take little guidance from the penalty in *Bratch*.

- In *Chonn (Re) Sanction*, 2021 CanLII 89769 BC REC, the discipline committee cancelled Mr. Chonn's licence and ordered him to pay a \$23,250 discipline penalty, composed of a \$10,000 penalty and \$13,250 in disgorgement; complete remedial education; pay enforcement expenses of \$51,563.45; banned Mr. Chonn from licensure for five (5) years; and imposed twenty-four (24) months enhanced supervision conditions if he reapplied to be licensed. The committee noted Mr. Chonn's fine was lenient given the available range. Mr. Chonn had engaged in a variety of misconduct including the following:
 - providing real estate services outside of his brokerage on a property sale;
 - accepting remuneration outside of his brokerage on that sale;
 - failing to provide trading records to his managing broker and to keep his managing broker informed of the services he provided;
 - failing to act in the interests of his clients by: failing to advise them to obtain independent legal advice on matters outside his expertise; to disclose all known material information respecting his services; to take reasonable steps to avoid a conflict of interest when acting as a dual agent; and to disclose that conflict of interest while acting for both the sellers and his wife, as buyer, and by asking for an early move in date from the sellers without advising them of their options in regard to that request or advising them to get independent advice regarding his conflicts of interest;
 - failing to act honestly and with reasonable care and skill by: failing to ensure documents were signed, witnessed, and dated; failing to disclose the nature of his remuneration; providing two contracts to his client to sign without explaining why; and having his client sign blank contracts and only later delivering the full copies;
 - failing to deliver an acceptance to the parties;
 - failing to disclose the nature of his representation as a designated agent and a limited dual agent; and
 - failing to disclose material information to his client.

Mr. Chonn's conduct involved a significant conflict of interest, and the clients were never fully compensated for the sale of their property as set out in the contract. His conduct harmed the reputation of the industry by limiting his brokerage's ability to open an office in the interior. The discipline committee found that Mr. Chonn flagrantly disregarded the requirements of the regulatory regime.

- In *Inglis (Re)*, 2019 CanLII 53386 (BC REC), Mr. Inglis was found to have committed professional misconduct by:
 - engaging in deceptive dealing by fabricating or altering an offer;
 - making a false statement to the Council in his response to the allegations made against him when he denied that the "penmanship" in the offer was his; and

- committing conduct unbecoming a licensee when he threatened retaliation against his co-listing agent for making a complaint against him to the Council.

In *Inglis*, cancellation was not ordered despite the discipline committee determining that there was sound precedent that cancellation was within the reasonable range of penalties. In *Inglis*, it was explained that under RESA, cancellation is for serious misconduct but is not reserved for only the “most serious” misconduct. The discipline committee ordered that: (1) his licence be suspended for 9 months; (2) he pay a fine of \$7,500; and (3) he pay enforcement expenses of \$39,022.87. Mr. Inglis’s appeal to the FST was dismissed on both liability and penalty.

- In *Ayala (Re)*, 2021 BCSRE 1 (CanLII), Mr. Ayala engaged in numerous instances of deceptive dealing with regard to a number of properties to obtain a commission to which he was not entitled. Further, Mr. Ayala made false and misleading statements and/or evidence to the regulator. Mr. Ayala gave two statements to RECBC and then retained a lawyer and submitted a third statement in which he admitted that he had not been entirely truthful. He also admitted to destroying documents to frustrate RECBC’s investigation and meeting with other implicated licensees before he gave his first statement to ensure their initial false statements were consistent. Mr. Ayala ultimately agreed to a consent order in which he admitted liability. It was ordered that:
 - his licence was cancelled, and he could not reapply for two years;
 - he could not reapply until he had repaid approximately \$17,000 in sales commissions to two sellers; and
 - he was to pay enforcement expenses of \$1,500.
- In *Kanda*, 2024 BCSRE 64, Mr. Kanda was not licensed at the time of the disciplinary matter. The hearing officer ordered a notional suspension and a \$10,000 monetary penalty, instead of a notional cancellation (sought by BCFSA) for dishonesty and deception towards the regulator in failing to disclose three sets of criminal charges and a criminal conviction to the regulator. Mr. Kanda also allowed false and misleading statements to be made to his regulator during an investigation.

BCFSA submits that I should refrain from putting much instructive value on this case and argues that more consideration should have been put on the severity of misleading the regulator as a separate and serious finding of misconduct that demonstrated that Mr. Kanda had, over the course of years, demonstrated contempt for the regulatory regime by intentionally being dishonest with the regulator.
- In *Sood (Re)*, 2019 CanLII 37499, the licensee failed to notify the regulator of two disciplinary proceedings with the Society of Notaries of BC. In a consent order, she agreed to a 14-day suspension and a discipline penalty of \$3000.
- *Parvizi*, 2023 BCRMB 5, was a consent order in which Mr. Parvizi, a former registrant, agreed to pay the maximum monetary penalty under the *Mortgage Brokers Act* of \$50,000 (cancellation is not available for former registrants under the *Mortgage Broker Act* section 8(1.2)).

52. I note that in the *Khunkhun*, *Rohani*, *Chonn*, *Ayala (Consent Order)*, *Lalli*, and the *Parsons* cases above, licence cancellation was ordered. In *Salanga*, it appears that licence cancellation was not ordered but a Mr. Salanga was prohibited from reapplying for 15 years. BCFSA argued that these cases are all very serious misconduct and akin to Mr. Jinnah’s misconduct.

53. BCFSA also submitted two cases involving disciplinary matters of lawyers:
- In *Lessing (Re)*, 2022 LSBC 7, a lawyer with an extensive conduct record and numerous hearings was declared ungovernable.
 - In *Law Society of Upper Canada v. Baker*, 2006 ONLSHP 21, the lawyer failed to respond promptly to communications with the regulator and failed to cooperate in an investigation. The lawyer was suspended for one month and was ordered to pay \$5000 costs.
54. BCFSA also submitted a case involving a disciplinary matter of a former registrant of the College of Massage Therapists of BC:
- In *Krekic*, CMTBC December 21, 2022, a former registrant with the College of Massage Therapists of BC was disciplined for professional misconduct and unprofessional conduct when he was found to have inappropriately touched his patients in a sexual manner and had acted in a manner that placed his financial gain over the wellbeing of his patients. The College cancelled the former registrant's registration, prohibited the former registrant from reapplying for 25 years, and ordered monetary sanctions of \$10,000 and costs and disbursements of approximately \$96,000.
55. In reviewing these previous decisions, there is of course no one case that has similar facts to the Jinnah case. I must consider them in the aggregate, and analyze the specifics of the conduct and the resulting sanctions.
56. In addition to this myriad of cases, I must also consider the legislative changes made in September 2016. The main differences, as they relate to these proceedings, is that the maximum monetary penalty under the old-penalty regime was \$10,000 for an individual, while the maximum monetary penalty under the new-penalty regime is \$250,000 for an individual (RESA s. 43(2)(i)). Other relevant changes are that the new penalty regime allows for disgorgement (RESA s. 42(2)(j)) and for the maximum penalty to be applied for each charge (RESA s. 43(2.1)).
57. In this case, we have the 2015 Misconduct/Conduct Unbecoming which includes the findings I made in regard to the failure to disclose agency, conflict of interest, competency and conduct unbecoming. This conduct occurred under the old-penalty regime.
58. Then we have 2021 and 2022 conduct where I found a failure to cooperate with the investigation, false or misleading statements, and conduct unbecoming as it relates to the foregoing. This conduct occurred under the new penalty regime.
59. In some cases, BCFSA may ask a hearing officer to determine penalties individually instead of taking a global approach to the penalty. This is especially relevant under the new penalty regime wherein "stacking" monetary penalties is available (RESA s. 43(2.1)).
60. In this matter, BCFSA has taken the global penalty approach, seeking a monetary penalty of \$10,000 and a cancellation for the entirety of the misconduct and conduct unbecoming. I accept that this is an appropriate approach to my decision on sanction in this matter.
61. I have determined that in Mr. Jinnah's case, the global penalty approach is appropriate to my decision on sanction.

Decision on Sanction

62. I am of the view that, given the severe nature of the misconduct engaged in, a significant sanction is warranted in this case.

63. Sanction Orders under RESA should be both protective and preventative. They should be aimed first and foremost at achieving compliance and secondly at deterring repeat offences by the subject specifically, and more generally by others in the industry or by those considering entering the industry.
64. I find that the *Dent* and *Ogilvie* factors, discussed above, are overwhelmingly aggravating in Mr. Jinnah's case:
- a) his 2015 Misconduct/Conduct Unbecoming was of the most serious nature;
 - b) he then intentionally misled the regulator regarding key aspects of the investigation into this matter;
 - c) his evidence at the hearing showed ongoing evasiveness, no insight into his actions, nor willingness to take accountability;
 - d) he earned \$39,000 in commissions; and
 - e) he caused harm to his client and put her in a position of significant risk of additional harm.
65. The 2015 Misconduct/Conduct Unbecoming marks a fundamental breach of trust in the client/agent relationship and because of this, combined with the 2021/2022 Investigation Findings, I find that a significant penalty is warranted. I consider it to be appropriate to order that Mr. Jinnah's licence be cancelled pursuant to section 43(2)(c) of RESA. Cancellation is also necessary to protect the public, to send a message to other licensees and the industry that such conduct will be met with significant consequences, and to uphold public confidence in the industry.
66. As stated in *Thow v. BC* (Securities Commission), 2009 BCCA 46, at para. 38:
- ... They may, however, impose penalties that place burdens (even very heavy burdens) on offenders, as long as the penalties are designed to encourage compliance with regulations in the future. In essence, penalties may be directed at general or specific deterrence and at protection of the public; penalties that are purely retributive or denunciatory, however, are not appropriately imposed....
67. A number of cases illustrate the type of misconduct warranting (or which could warrant) licence cancellation. I list here only those cases with similar misconduct to Mr. Jinnah:
- a) taking advantage of vulnerable individuals (*Parsons*);
 - b) fraudulent conduct by a licensee against a client, for the licensee's own financial benefit, that abuses the trust placed in real estate licensees, and undermines public confidence in the entire real estate industry (*Behroyan (Re)*, 2020 CanLII 36926 at para 62);
 - c) intentional acts of dishonesty that create harm and/or risk of harm to consumers. (*Inglis Re*, 2019 CanLII 53386 (BC REC) at para 25);
 - d) conduct involving dishonesty, an abuse of trust, violence, or a persistent lack of insight (*Chonn* at para. 21); and
 - e) making false or misleading statements to the regulator (with other misconduct) (*Ayala (Re)*, 2021 BCSRE 1).
68. Public interest is served by setting a penalty that communicates to Mr. Jinnah, the public and other licensees that it is unacceptable for licensees to take advantage of clients and to mislead the regulator during an investigation.
69. BCFSA cannot effectively regulate if licensees do not cooperate and intentionally thwart the regulatory process. When a licensee conducts their business in a manner that takes advantage of a vulnerable client in order to benefit themselves, putting their client at significant risk, and then attempts to mislead

the regulator during an investigation into the misconduct, licence cancellation is the appropriate penalty. Allowing Mr. Jinnah to remain licensed would cause the public to question whether they could have confidence that the industry was being appropriately and sufficiently regulated. I find Mr. Jinnah's licence should be cancelled pursuant to section 43(2)(c) of RESA.

70. Furthermore, the importance of general deterrence here is clear. It must be communicated that actions such as these will be met with a sanction of significance.
71. In determining that Mr. Jinnah's licence should be cancelled, I note that he did in fact surrender his licence in March 2024. However, I consider it to be clear that despite Mr. Jinnah having surrendered his licence, the Superintendent retains jurisdiction to determine that Mr. Jinnah's licence should be cancelled. Section 34 of RESA provides that for the purpose of Part 4, a licensee includes a former licensee in relation to matters that occurred while the person was a licensee. In my view, as a result of the operation of section 34, and the resulting continuing jurisdiction over former licensees pursuant to section 35, there exists a continuing jurisdiction to make any of the discipline orders enumerated under section 43 of RESA, regardless of the fact that Mr. Jinnah is no longer licensed.
72. I note, in reaching this conclusion, that I agree with the comments of the panel in *Kim (Re)*, 2020 CanLII 36927 (BCREC) that to preclude the Superintendent's ongoing jurisdiction to make discipline orders against former licensees would have the potential to lead to absurd results. For example, if the Superintendent did not have that ongoing jurisdiction to make discipline orders, a licensee who had engaged in conduct warranting a suspension or cancellation could avoid that disciplinary outcome simply by relinquishing their license, with the licensee then being in a position to reapply for a license having no record of having been subjected to any suspension or cancellation.
73. I note that BCFSA does not seek a period of prohibition for applying to be licensed. I agree. The determination of Mr. Jinnah's suitability, good reputation and fitness for licensure under RESA is left to be determined at the time of any future licensure applications, should that occur.
74. Pursuant to section 10 of RESA the onus is on the applicant to show that they are qualified for licensure, including that they are of good reputation and suitable to be licensed. An individual applying for licensure after a cancellation is treated like a new applicant.

Additional Monetary Penalty

75. I also note that practically speaking, as in the case of *Rohani*, since Mr. Jinnah has surrendered his licence, cancellation may truly have a negligible impact on him and it has a limited role in providing specific deterrence.
76. However, the caselaw demonstrates that serious misconduct striking at the heart of the industry will warrant both cancellation and significant financial penalties.
77. As a result, I consider that this is a case in which it is appropriate, in addition to ordering that Mr. Jinnah's licence be cancelled, to order that Mr. Jinnah also pay a monetary penalty.
78. Some recent BCFSA cases have included cancellations and significant penalty when:
 - a) a cancellation may have little practical impact on the individual (*Khunkhun* para 118, *Rohani* para 106);
 - b) a licensee seeks to profit from misconduct (*Rohani* para 109); and
 - c) a licensee puts their own interests ahead of their clients and is dishonest (*Mills (Re)*, 2024 BCSRE 47.
79. In this case, Mr. Jinnah has ceased being licensed; he sought to profit and in fact, did profit from his misconduct; and he applied pressure on [Individual 1] to make her sell her home, despite the fact that

she did not want to. This supports a finding that a cancellation and a significant penalty may be warranted.

80. I consider further that a monetary penalty will have an appropriate general deterrent effect by demonstrating to other licensees that a monetary penalty will likely be imposed in similar circumstances of misconduct when licensees take advantage of vulnerable clients, profit from that, harm their clients, and/or mislead the regulator and then continue to be untruthful through the liability hearing.
81. As mentioned, Mr. Jinnah earned \$39,000 in commissions in relation to the 2015 Misconduct/Conduct Unbecoming. Under the old penalty regime, disgorgement or a penalty of greater than \$10,000 is not permitted. I must use the extent of the legislative regime, as it then was, to minimize Mr. Jinnah's profits arising from the 2015 Misconduct/Conduct Unbecoming.
82. BCFSa seeks a penalty of \$10,000 in addition to cancellation. I agree. Applying a global approach to the penalty for all of the misconduct in this matter (including misleading the regulator when the misconduct was investigated), as proposed by BCFSa, the \$10,000 monetary penalty in addition to the licence cancellation is consistent with the maximum penalty under the old-penalty regime and maintains public confidence in the real estate industry.
83. While the sanctions I have imposed are significant, I am of the view that they are required in order to maintain the integrity of the real estate industry, and to ensure that the public will have confidence that disciplinary action of a sufficient nature will be taken to ensure that integrity.

Enforcement Expenses

84. Sections 43(2)(h) and 44(1) and (2) of RESA provides that the Superintendent may, after determining a licensee has committed professional misconduct, require the licensee to pay the expenses, or part of the expenses, incurred by BCFSa in relation to either or both the investigation and the hearing to which the order relates. Pursuant to section 44(2)(a), amounts ordered under section 43(2)(h) must not exceed the applicable prescribed limit in relation to the type of expenses to which they relate and may include the remuneration expenses incurred in relation to employees, officers, or agents of BCFSa engaged in the investigation or hearing.
85. Section 4.4 of the *Real Estate Services Regulation* sets out the maximum amounts the Superintendent may order a licensee to pay under section 43(2)(h) or 49(2)(c) of RESA in relation to various activities such as investigator expenses, reasonably necessary legal services, disbursements, administrative expenses for days of hearings, witness payments, and other expenses, reasonably incurred, arising out of a hearing or an investigation.
86. BCFSa has submitted an appendix of enforcement expenses which identifies the hours incurred by the investigator assigned to Mr. Jinnah's case, the hours incurred by legal counsel in association with the hearing of this matter, witness expenses, and disbursements and other costs arising out of the hearing of this matter. That schedule sets out that the total amount of the enforcement expenses claimed is \$70,773.39.
87. In considering an order regarding enforcement expenses, the panel in *Siemens (Re)*, 2020 CanLII 63581 noted that:
 62. Enforcement expenses are a matter of discretion. A discipline committee will ordinarily order expenses against a licensee who has engaged in professional misconduct or conduct unbecoming a licensee. Orders for enforcement expenses serve to shift the expense of disciplinary proceedings from all licensees to wrongdoing licensees. They also serve to encourage consent agreements, deter frivolous defenses, and discourage steps that prolong investigations or hearings.

63. ... The practice of discipline committees has also been to assess reasonableness of enforcement expenses by examining the total amounts in the context of the duration, nature, and complexity of the hearing and its issues. While a discipline committee may reduce any award of enforcement expenses to account for special circumstances, such as where the Council fails to prove one or more allegations corresponding to a significant and distinct part of a liability hearing, no such special circumstances arise in this case.
88. The hearing of this matter was lengthy, totaling approximately 5.5 days of oral hearing, with closing written submissions afterward, for claimed hearing administrative expenses of \$12,000.00, pursuant to s. 4.4(e) of the *Real Estate Services Regulation*.
89. The investigation into this matter was lengthy, totaling approximately 96 hours, with a claimed cost of \$9,600. The investigator dealt with a large breadth of issues, a complex file (including significant credibility issues), over 2,000 pages of documentary evidence, over 26 hours of interviews, and inconsistent evidence.
90. By far the largest expense claimed by BCFSa are those pursuant to section 4.4(c)(ii) of the *Regulations*, that is for "reasonably necessary legal services." BCFSa claimed a total of 188.5 hours, for a total cost of \$28,275.00. A variety of other expenses are claimed for disbursements, witness attendance, and other general expenses arising out of the hearing or investigation, leading to the total of \$11,298.39.
91. While it is true that the enforcement expenses sought in this case are greater than the monetary penalty I have ordered, I note, as did the committee in *Siemens*, that unlike monetary penalties, enforcement expenses are based on the resources reasonably expended by the Superintendent to address misconduct, including the expense of an investigation and the greater expenses arising from a discipline hearing.
92. This case involved allegations that required a lengthy period of investigation. Of note was Mr. Jinnah's consistent lack of candor during the investigations. There was also a successful adjournment application by Mr. Jinnah 21 days before the hearing date resulting in some duplication of preparation, and one unsuccessful adjournment application by Mr. Jinnah, that BCFSa successfully opposed.
93. As a result, I consider, as the committee did in *Yang*, that:
44. ...where the duration of a hearing was not excessive, then subject to the discretion of the Committee to reduce enforcement expenses due to divided success, the amount of enforcement expenses will not be unreasonable due simply to the expenses exceeding some multiple of an ultimate fine amount.
94. Recognizing the discretionary nature of an award of enforcement expenses, as well as the potential that some of the investigation time claimed for may have involved a matter that although initially alleged in the Notice of Hearing was withdrawn, as well as the fact that BCFSa was successful in proving all but one allegation set out in the Notice of Hearing, the Records Finding, I am satisfied that this case is an appropriate one for which only a minimal reduction of the claimed enforcement expenses is warranted.
95. An order for enforcement expenses in the amount of \$67,223.39 which reflects a reduction of around \$3,550 from the expenses sought by BCFSa, is appropriate in the circumstances. In my view, this amount of enforcement expenses appropriately reflects the duration, nature, and complexity of both the investigation and hearing process as described above.

Orders

96. Having found in *Jinnah (Re)*, 2024 BCSRE 51 that the respondent, Ismail Jamal Jinnah:

- Committed professional misconduct, as contemplated by section 35(1) of the *Real Estate Services Act*, in that he had breached sections 5-10, 3-4 and 3-3(a) (“Failure to Disclose Agency Findings”); sections 3-3(i) and 3-3(j) of the Rules (“Conflict-of-Interest Findings”); and sections 3-3(a), 3-3(f) and 3-4 of the Rules (“Competency Findings”);
- Failed to cooperate with the investigation contrary to sections 35(1)(e), 35(1)(g) and 37(4) of RESA; and
- committed conduct unbecoming within the meaning of section 35(2) of RESA.

97. I now make the following orders:

- Pursuant to section 43(2)(c) of RESA, I order that Ismail Jamal Jinnah’s licence be cancelled.
- Pursuant to section 43(2)(i) of RESA, I order that Ismail Jamal Jinnah pay a penalty to BCFSA in the amount of \$10,000, within 90 days of the date of this order.
- Pursuant to section 43(2)(h) of RESA, I order that Ismail Jamal Jinnah pay enforcement expenses in the amount of \$67,223.39

98. Pursuant to section 54(1)(e) of RESA, Ismail Jamal Jinnah has a right to appeal the above orders to the Financial Services Tribunal within 30 days from the date of this decision: *Financial Institutions Act*, section 242.1(7)(d), and *Administrative Tribunals Act*, section 24(1).

Issued at Vancouver British Columbia, this 13th day of December, 2024.

“Original signed by Thelma O’Grady”

Thelma O’Grady
Hearing Officer