

BC FINANCIAL SERVICES AUTHORITY

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

AND

IN THE MATTER OF

DENISE BOI AN MAI
(160106)

AND

DENISE MAI PERSONAL REAL ESTATE CORPORATION
(160106PC)

NOTICE OF DISCIPLINE HEARING

[This Notice has been redacted before publication.]

To: Denise Boi An Mai
Denise Mai Personal Real Estate Corporation
c/o eXp Realty of Canada, Inc. dba eXp Realty
Suite 1500 - 701 West Georgia Street,
Vancouver, British Columbia | V7Y 1G5

TAKE NOTICE that the Superintendent of Real Estate (the “**Superintendent**”) of the BC Financial Services Authority (“**BCFSA**”) will hold a discipline hearing under Part 4 of the *Real Estate Services Act* (“**RESA**”) from **May 26 to 28, 2025 commencing at 9:30 am** in the virtual Hearing Room at BCFSA’s offices located at **600 – 750 West Pender Street, Vancouver, British Columbia** to determine whether your conduct contravened the RESA, the *Real Estate Services Regulation* (the “**Regulation**”), or the *Real Estate Services Rules* (the “**Rules**”).

AND TAKE NOTICE that the allegations against you are as follows:

1. You committed professional misconduct within the meaning of section 35(1)(a) of the RESA, 35(1)(d) of the RESA, or both in that, while licensed as a trading services representative in relation to RE/MAX City Realty (X027906) (the “**Brokerage**”) and while in a client-agent relationship with [Client 1] (“**AC**”) in relation to the listing and sale of a property located at [Property 1], Vancouver, British Columbia (the “**Property**”), you engaged in any or all of the following conduct:

- a. you failed to disclose to AC in writing and in advance of providing any real estate services whether or not you would represent AC as a client in regard to the sale of the Property before providing him trading services, contrary to ss. 52 (formerly s. 5-8) [*disclosures in writing*] and 54 (formerly s. 5-10) [*disclosure of representation in trading services*] of the Rules;
- b. on or about March 12, 2017, you entered into an agreement (the “**First Commission Agreement**”) in which you and AC agreed that AC would pay you a commission on the completion date for a sale of the Property of 7.5% on the first \$100,000 and 3.5% on the balance of the sale price and that if a sale of the Property did not complete AC would not be obligated to pay a commission contrary to either or both of ss. 7(3)(a) [*not to provide real estate services other than on behalf of related brokerage*] and 7(3)(b) [*not to accept remuneration other than from related brokerage*] of the RESA;
- c. between on or about March 13, 2017 and on or about March 30, 2017, had AC execute, or arranged for AC to execute, an exclusive listing agreement (the “**Second Commission Agreement**”) which provided that the Brokerage was entitled to a commission for a sale of the Property of 7.5% on the first \$100,000 and 3.5% on the balance of the sale price in the event that AC entered into an enforceable contract of purchase and sale for the Property between March 13, 2017 and March 30, 2017, without doing any or all of the following:
 - i. advising AC to seek independent legal advice regarding the execution of the Second Commission Agreement;
 - ii. advising AC to seek independent legal advice on the differences between the First Commission Agreement and the Second Commission Agreement;
 - iii. advising AC to seek independent legal advice on the consequences of him executing the Second Commission Agreement given he had already agreed to the First Commission Agreement;
 - iv. advising AC that executing the Second Commission Agreement could result in a material change in his obligation to pay commission in relation to the sale of the Property;
 - v. advising AC that a change in his obligation to pay a commission resulted or may have resulted in a conflict of interest;

any or all of which were contrary to any or all of ss. 30(a) (formerly s. 3-3(a)) [*duty to act in clients best interests*], 30(d) (formerly s. 3-3(d)) [*duty to recommend independent professional advice*], 30(f) (formerly s. 3-3(f)) [*duty to disclose all known material information respecting real estate services*], 30(i) (formerly s. 3-3(i)) [*duty to avoid conflicts of interest*], 30(j) (formerly s. 3-3(j)) [*duty to disclose conflicts of interest*], and 34 [*duty to act with reasonable care and skill*] of the Rules;

- d. between on or about March 12, 2017 and on or about April 28, 2017, you provided real estate services to AC in regard to the sale of the Property other than on behalf of the Brokerage, contrary to ss. 7(3)(a) [*not to provide real estate services other than on behalf of related brokerage*] and 7(3)(b) [*not to accept remuneration other than from related brokerage*] of RESA;

- e. you failed to keep your managing broker fully informed of the real estate services you were providing to AC regarding the sale of the Property by failing to promptly provide your managing broker with any or all of the following:

- i. a contract of purchase and sale for the Property between AC as seller and [Buyer 1] as buyer (the “[Buyer 1] CPS”);
- ii. the First Commission Agreement;
- iii. a contract of purchase and sale for the Property between AC as seller and [Buyer 2] as buyer dated March 12, 2017 (the “[Buyer 2] CPS”)

contrary to either or both of ss. 29(1) (formerly ss 3-2(1)) [*promptly provide records*] and 29(2)(a) (formerly s. 3-2(2)(a)) [*keep managing broker informed of real estate services provided*] of the Rules.

- f. on or about March 13, 2017, you arranged for or advised AC to sign a contract of purchase and sale for the Property between AC as seller and [Buyer 3] (the “[Buyer 3] CPS”) as purchaser which was intended to act as an assignment of the [Buyer 1] CPS, instead of arranging for or advising AC to agree to an assignment [Buyer 1] CPS to [Buyer 3], contrary to either or both of ss. 30(a) (formerly s. 3-3(a)) [*duty to act in clients best interests*] and 34 (formerly s. 3-4) [*duty to act with reasonable care and skill*] of the Rules;
- g. on or about March 13, 2017, you arranged for or advised AC to sign the [Buyer 3] CPS while the you knew or reasonably ought to have known that [Buyer 1] CPS was still in place, rendering AC liable to complete the sale on both contracts contrary to either or both of ss. 30(a) (formerly s. 3-3(a)) [*duty to act in clients best interests*] and 34 (formerly s. 3-4) [*duty to act with reasonable care and skill*] of the Rules;
- h. you failed to advise AC to obtain independent professional advice regarding the signing of the [Buyer 3] CPS when you knew or reasonably ought to have known that the [Buyer 1] CPS was still in place, contrary to any or all of ss. 30(a) (formerly s. 3-3(a)) [*duty to act in clients best interests*], 30(d) (formerly s. 3-3(d)) [*duty to advise client to seek independent professional advice*], and 34 (formerly s. 3-4) [*duty to act with reasonable care and skill*] of the Rules;
- i. on or about March 13, 2017, you failed to ensure there was an adequate level of supervision of [Individual 1] when she did any or all of the following:
- i. attended the Property with [Buyer 3] and presented AC with the [Buyer 3] CPS, which was intended to act as an assignment of the [Buyer 1] CPS, instead of having [Individual 1] provide AC a form of assignment agreement to agree to an assignment of the [Buyer 1] CPS to [Buyer 3];
 - ii. presented AC with the Second Commission Agreement for his execution;
 - iii. failed to advise AC to obtain independent legal advice regarding the signing of the [Buyer 3] CPS when the [Buyer 1] CPS was still in place; and
 - iv. failed to advise AC of any or all of the following:

- A. to seek independent legal advice regarding the execution of the Second Commission Agreement;
- B. to seek independent legal advice on the differences between the First Commission Agreement and the Second Commission Agreement;
- C. to seek independent legal advice on the consequences of him executing the Second Commission Agreement given he had already agreed to the First Commission Agreement;
- D. that executing Second Commission Agreement could result in a material change in his obligation to pay commission in relation to the sale of the Property;
- E. that a change in his obligation to pay a commission resulted or may have resulted in a conflict of interest;

contrary to s. 29(4) (formerly s. 3-2(4)) [*duty to ensure adequate supervision*] of the Rules; and

- j. between June 14, 2017 and March 28, 2018, filed and pursued a civil claim before the British Columbia Supreme Court in your own name seeking payment of a commission on the attempted sale of the Property in March and April 2017 and obtained judgment in favour of Denise Mai Personal Real Estate Corporation in the amount of \$55,860.00 against AC and thereafter proceeded to seek to enforce that judgment, contrary to ss. 7(3)(a) [*not to provide real estate services other than on behalf of related brokerage*] and 7(3)(b) [*not to accept remuneration other than from related brokerage*] of the RESA.
2. You committed professional misconduct within the meaning of ss. 35(1)(e) and 35(1)(g) of RESA, in that you engaged in the following conduct:
- a. on or about November 16, 2021, made, or caused or allowed to be made on your behalf, a false or misleading statement in writing in response to BCFSA's investigatory requests made October 15, 2021 under s. 37 of RESA that you did not have AC enter into three contracts of purchase and sale and that the only contracts of purchase and sale entered into by AC were the [Buyer 1] CPS and the [Buyer 3] CPS when you knew or reasonably ought to have known that AC entered into the [Buyer 1] CPS, the [Buyer 3] CPS, and the [Buyer 2] CPS; and
 - b. on or about November 16, 2021, made, or caused or allowed to be made on your behalf, a false or misleading statement in writing in response to BCFSA's investigatory requests made October 15, 2021 under s. 37 of RESA that you did not fail to provide your managing broker with all three contracts of purchase and sale when you knew or reasonably ought to have known that you had not provided the brokerage with the [Buyer 1] CPS or the [Buyer 2] CPS.

AND FURTHER TAKE NOTICE that if the Superintendent finds you committed professional misconduct, the Superintendent must make an order against you and may also order you to pay enforcement expenses incurred by BCFSA, under sections 43 and 44 of the RESA.

AND FURTHER TAKE NOTICE that if you do not attend the discipline hearing, the Superintendent may proceed with the discipline hearing in your absence and may make findings and orders under sections 43 and 44 of the RESA without further notice to you.

AND FURTHER TAKE NOTICE that you are entitled, at your own expense, to be represented by legal counsel and to participate in the discipline hearing.

Dated this 10th day of December, 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