

CITATION: Safe (Re), 2025 BCSRE 64

Date: 2025-04-09

File # 21-2227

BC FINANCIAL SERVICES AUTHORITY

IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*

SBC 2004, c. 42 as amended

AND

IN THE MATTER OF

MELISSA SAFE

(158631)

AND

MELISSA SAFE PERSONAL REAL ESTATE CORPORATION

(158631PC)

CONSENT ORDER

[This Order has been redacted before publication.]

RESPONDENTS: Melissa Safe, Trade Services Representative, 0808799 BC Ltd. (dba
Coldwell Banker Prestige Realty)

Melissa Safe Personal Real Estate Corporation

DATE OF CONSENT ORDER: April 9, 2025

COUNSEL: Laura Forseille, Legal Counsel for the BC Financial Services Authority
Sara Shuchat and Pageh Kenarsari, Legal Counsels for the Respondents

PROCEEDINGS:

On April 9, 2025, 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 Melissa Safe (“**Ms. Safe**”), on their own behalf and on behalf of Melissa Safe Personal Real Estate Corporation (“**Safe PREC**”).

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Ms. Safe, on their own behalf and on behalf of Safe PREC.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that Ms. Safe and Safe PREC committed professional misconduct within the meaning of sections 3(1)(a), 7(3)(a) and (b), 35(1)(a) and 37(4) of the *Real Estate Services Act* ("**RESA**") and sections 29(1)(c) and 2(a), 30(b), 34, 40(3)(a) and (b), and 41 of the *Real Estate Services Rules* (the "**Rules**"), pursuant to section 43 of the RESA the Superintendent orders that:

1. Ms. Safe and Safe PREC be jointly and severally liable to pay a discipline penalty to BCFSa in the amount of \$20,000 within six (6) months from the date of this Order;
2. Ms. Safe and Safe PREC be jointly and severally liable to pay an additional penalty to BCFSa in the amount of \$4,920 within three (3) months from the date of this Order;
3. Ms. Safe, at her own expense, register for and successfully complete the Rental Property Management 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; and,
4. Ms. Safe and Safe PREC be jointly and severally liable to pay enforcement expenses to BCFSa in the amount of \$2,000 within two (2) months from the date of this Order.

If Ms. Safe and/or Safe PREC fails to comply with any of the terms 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 9th day of April, 2025 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

IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*
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IN THE MATTER OF

MELISSA SAFE
(158631)

AND

MELISSA SAFE PERSONAL REAL ESTATE CORPORATION
(158631PC)

CONSENT ORDER PROPOSAL BY MELISSA SAFE
AND MELISSA SAFE PERSONAL REAL
ESTATE CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal (the "**Proposal**") is made by Melissa Safe ("**Safe**") on her own behalf and on behalf of Melissa Safe Personal Real Estate Corporation ("**Safe 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, Safe on her own behalf and on behalf of Safe PREC and the Superintendent have agreed upon the following facts:

1. Safe (158631) was first licensed in trading services on March 30, 2010.
2. Safe became licensed as Safe PREC on November 28, 2017.
3. Safe was licensed as a trade services representative with Sutton Group-West Coast Realty (X003156) ("**Sutton Group**") from March 30, 2010 to November 28, 2017.
4. Safe was licensed as a trade services representative with Coldwell Banker Prestige Realty (X029045) ("**Coldwell**") from November 28, 2017 to March 29, 2020.
5. Safe was licensed for trade services and rental property management with Coldwell from March 5, 2019 to October 2, 2020.
6. Safe was unlicensed from March 30, 2020 to April 6, 2020.
7. Safe was licensed for trade services and rental property management with Coldwell from April 7, 2020 to October 2, 2020.

8. Safe was licensed for trading services and rental property management with Royal Pacific Lions Gate Realty Ltd. (X033238) ("**Royal Pacific**") from October 2, 2020 to December 6, 2021.
9. Safe has been licensed with Coldwell in trading services and rental property management from December 6, 2021 to the present date.
10. On September 1, 2021, BCFSA received a complaint from [Complainant 1] ("**[Complainant 1]**") about real estate services Safe had provided her in relation to a property located at [Property 1], Vancouver, BC (the "**Property**").
11. In October 2017, Safe was the designated agent for [Complainant 1] in the purchase of the Property.
12. Safe began providing rental property management services to [Complainant 1] in relation to the Property on November 14, 2017. She was not licensed to provide rental property management services at this time.
13. From November 14, 2017 to August 2021, Safe provided rental property management services to [Complainant 1] in relation to the Property outside of the brokerages with which she was licensed. She received remuneration for these services outside of her brokerages during this time. She did not provide her managing broker(s) with any rental property management records in relation to these services, nor did she inform her managing broker(s) that she was providing these services.
14. Safe did not provide any of the monthly rental reports to [Complainant 1] from November 2017 to August 2021 in relation to the Property.
15. In January 2020, a rental payment to [Complainant 1] was inadvertently delayed in relation to the Property. The payment was sent on January 22, 2020.
16. On February 2, 2023 BCFSA sent a letter of advisement to Safe advising that her usage of "SafeRent" and "Safe Real Estate" on her website was in contravention of s. 40 of the Rules. The letter also advised that her usage of the name "SafeRent" may be misleading to the public, as it could be perceived to be a brokerage or a team name, in contravention of s. 41 of the Rules. Safe continued to use the names "SafeRent" and "Safe Real Estate" on her website until at least August 2023.
17. On July 12, 2023 BCFSA sent Safe a letter advising her that BCFSA had commenced an investigation of her rental property management services (the "**Investigation Letter**"). The Investigation Letter made a number of requests, including copies of all contracts, service agreements, and documents related to the rental services for the Property, a detailed timeline of her involvement with the Property, and all related written correspondence between herself and [Complainant 1].
18. Safe provided her response to the Investigation Letter on July 25, 2023. In her response she did not provide a detailed timeline of her involvement with the Property, any related correspondence, or a service agreement for her provision of rental property management services for the Property.
19. A Notice of Discipline Hearing was issued on August 19, 2024 and served on Safe on her own behalf and on behalf of Safe PREC.
20. An Amended Notice of Discipline Hearing was issued on February 3, 2025 and served on Safe on her own behalf and on behalf of Safe PREC.
21. Safe has no previous disciplinary history with the Superintendent.

PROPOSED FINDINGS OF MISCONDUCT

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

1. Safe provided rental property management services to [Complainant 1] in relation to the Property, for or in expectation of remuneration, from approximately November 2017 to March 5, 2019 when she was not licensed to do so, in contravention of s. 3(1)(a) of RESA.
2. Safe provided rental property management services to [Complainant 1] in relation to the Property, outside of her related brokerage, from approximately November 2017 to August 2021, in contravention of s. 7(3)(a) of RESA.
3. Safe accepted remuneration for rental management services outside of her related brokerage from approximately November 2017 to August 2021, in contravention of s. 7(3)(b).
4. Safe and Safe PREC committed professional misconduct within the meaning of s. 35(1)(a) of the RESA in that:
 - a. She inadvertently delayed the transfer of a rental payment to [Complainant 1] in January 2020, contrary to s. 34 of the Rules.
 - b. She failed to provide rental property management documents to her related brokerage regarding the rental property management services she provided to [Complainant 1], from approximately November 2017 to August 2021, contrary to s. 29(1)(c) of the Rules;
 - c. She failed to keep the managing broker of her related brokerage informed of the rental property management services she was providing on behalf of her brokerage(s) from approximately November 2017 to August 2021, contrary to s. 29(2)(a) of the Rules;
 - d. She failed to act in accordance with the lawful instructions of [Complainant 1], contrary to s. 30(b) of the Rules, by refusing to provide [Complainant 1] with requested monthly rental reports for the months of November 2017 to August 2021 when [Complainant 1] requested same in May and June of 2021.
5. She failed to provide some of the information requested in BCFSAs investigation letter dated July 12, 2023, in contravention of s. 37(4) of RESA.
6. She advertised for real estate services under the name "SafeRent" and "Safe Real Estate" from approximately February 2023 to August 2023, rather than the name of her related brokerage, in contravention of ss. 40(3)(a), 40(3)(b) and 41 of the Rules.

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct, Safe and Safe 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:

5. Safe and Safe PREC be jointly and severally liable to pay a discipline penalty to BCFSAs in the amount of \$20,000 within six (6) months from the date of this Order.
6. Safe and Safe PREC be jointly and severally liable to pay an additional penalty to BCFSAs in the amount of \$4,920 within three (3) months from the date of this Order.

7. Safe, at her own expense, register for and successfully complete the Rental Property Management 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.
8. Safe and Safe PREC be jointly and severally liable to pay enforcement expenses to BCFSA in the amount of \$2,000 within two (2) months from the date of this Order.
9. If Safe and Safe PREC fail to comply with any of the terms of this Order, the Superintendent may suspend or cancel their licences without further notice to them.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Safe and Safe 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. Safe and Safe 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. Safe and Safe 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. Safe and Safe 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, Safe and Safe PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Safe or Safe PREC from making full answer and defence to any civil or criminal proceeding(s).
6. The Proposal and its contents are made by Safe and Safe 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 Safe and Safe PREC any civil proceeding with respect to the matter.

"Original signed by Melissa Safe"

**MELISSA SAFE on her own behalf and on behalf of
MELISSA SAFE PERSONAL REAL ESTATE
CORPORATION**

Dated 31 day of March, 2025