

**BC FINANCIAL SERVICES AUTHORITY**

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

**AND IN THE MATTER OF**

**SARDIP (SARB) THIARA  
(182548)**

**REASONS FOR DECISION REGARDING  
ADMINISTRATIVE PENALTY RECONSIDERATION REQUEST**

**[These Reasons have been redacted before publication.]**

DATE AND PLACE OF HEARING: Via Written Submissions

HEARING OFFICER: Gareth Reeves

**Introduction**

1. On September 3, 2025, the BC Financial Services Authority ("BCFSA") issued a Notice of Administrative Penalty (the "NOAP") to Sardip (Sarb) Thiara pursuant to section 57(1) and 57(3) of the *Real Estate Services Act*, SBC 2004, c 42 ("RESA"). The NOAP imposed a monetary penalty in the amount of \$5,000 and required Mr. Thiara to complete the Strata Management Remedial Education course through the Sauder School of Business at the University of British Columbia by March 31, 2026.
2. In the NOAP, BCFSA determined that Mr. Thiara had contravened section 30(a) of the *Real Estate Services Rules*, BC Reg 209/2021 (the "Rules") by failing to act in the best interests of his residential section strata client (the "Strata") in response to a unit-to-unit water leak at the strata building (the "Property") by committing the Strata to covering the cost of restoring two units without confirming a legal basis to recover expenses through chargebacks. BCFSA determined that the restoration expenses were incurred without seeking advance approval, in direct contradiction to the Strata's prior directions, and in excess of the financial authority delegated to Mr. Thiara. BCFSA determined that Mr. Thiara's actions resulted in a dispute between the Strata and the unit owners, delaying the rectification of the unauthorized use of funds.
3. Mr. Thiara applied for a reconsideration of the NOAP under section 57(4) of RESA. The application proceeded by written submissions.

**Issues**

4. The issue is whether the NOAP should be cancelled or confirmed.

## Jurisdiction and Standard of Proof

5. This application for reconsideration is brought pursuant to section 57(4) of RESA, which requires the Superintendent of Real Estate (the “**superintendent**”) to provide a person who receives an administrative penalty with an opportunity to be heard upon request.
6. Section 57(4) of RESA permits the superintendent to cancel the administrative penalty, confirm the administrative penalty, or, if the superintendent is satisfied that a discipline hearing under section 40 of RESA would be more appropriate, cancel the administrative penalty and issue a notice of discipline hearing.
7. The superintendent has delegated the statutory powers and duties set out in section 57 to Hearing Officers.
8. The standard of proof is the balance of probabilities.

## Background

9. The evidence and information before me consists of an investigation report completed by BCFSA, the tabs to that report, and the information provided by Mr. Thiara in the application for reconsideration. The following is intended to provide some background to the circumstances and to provide context for my reasons. It is not intended to be a recitation of all the information before me.

### *General Background*

10. Mr. Thiara was first licensed as a representative in the trading services category on December 20, 2018. Except for three relatively brief periods, he has been licensed since that date. On April 1, 2023, he became licensed in the strata management services category and on October 13, 2023, he dropped his registration in the trading services category, remaining only licensed in the strata management services category after that date.
11. On January 5, 2016, the Strata entered into a strata property management agreement (the “**Management Agreement**”) with a property management company. The Management Agreement was eventually transferred to Mr. Thiara’s brokerage. It is relevant to this proceeding that clause 7.2 of the Management Agreement provided that the brokerage’s authority to enter into agreements on behalf of the Strata was limited to \$1,000 for any one expenditure without approval from the Strata’s executive except in the case of emergency and to mitigate the Strata’s damages or loss.
12. The bylaws for the Strata contained provisions that rendered unit owners responsible for the cost of any loss or damage to common property, limited common property, common assets, or any strata lot where the cause of the damage or loss originated in the owner’s strata lot. This explicitly included loss or damage where the cause originated from sinks and dedicated plumbing fixtures and pipes solely servicing the originating strata lot. This responsibility included responsibility for investigation costs and repair costs. It appears that I have not been provided a full copy of the Strata’s bylaws, given the above noted provisions are contained in section 32.1 of the amended bylaws but the version provided to me does not contain a section 32. Based on the portions of the Strata’s bylaws provided to me, it is not clear how or whether this responsibility empowered the Strata to charge individual unit owners for costs incurred by the Strata in conducting repairs to their individual units. In particular, it does not explain how the Strata could charge these costs to damaged units from which the damage or loss did not originate.
13. It appears from the evidence before me that [Individual 1], the Strata’s President, believes such a mechanism existed in the Strata’s bylaws, but that mechanism is not demonstrated in the evidence before me. Based on the material before me, it appears that the Strata’s bylaws in fact envision a

mechanism whereby repair costs for damage or loss to the common property, limited common property, common assets, and any individual strata lot incurred by the Strata could be charged to the owner of the strata lot from which the cause of the damage or loss originated. It is not clear to me in which specific circumstances the Strata could choose to incur those costs and then to seek reimbursement from the responsible owners. I assume it could occur where the repairs exceeded the Strata's insurance deductible such that it could make an insurance claim; however, it is not obvious to me that the Strata could elect to undertake those costs on behalf of an owner and then seek to charge the cost to the responsible owners'.

### ***The Leak***

14. On July 27, 2024, a water leak occurred at the Property originating from a malfunctioning p-trap in a bathroom sink in unit 405. The leak caused damage to the units below: units 305 and 205. One of the owners contacted [Individual 1], who directed them to contact Mr. Thiara's brokerage, which in turn arranged for a contractor (the "**Contractor**") to attend on an emergency basis and address and investigate the leak. The Contractor attended and determined the source of the leak was a p-trap malfunction in the bathroom sink in unit 405. They also installed drying equipment in unit 305, but the owners of unit 205 and 405 refused to allow the Contractor to install drying equipment.
15. At approximately 1:00 am on July 28, 2024, [Individual 1], emailed Mr. Thiara to advise that an inspection of 405 revealed that the leak had originated there and that the individual unit owners would need to make claims to their own insurance to deal with the issue because the Strata was not responsible for the damages or the repairs.
16. On July 29, 2024, several events occurred which included the following:
  - a. The owner of unit 305 emailed Mr. Thiara to advise that she had filed a claim with her insurer. Mr. Thiara replied to advise that he was waiting on the report from the Contractor.
  - b. The Contractor forwarded Mr. Thiara a report regarding its response to the water leak and an estimate of the repair costs. That report identified that the repairs would cost approximately \$35,000 including emergency and repair work.
  - c. Mr. Thiara replied to [Individual 1]'s July 28, 2024 email to confirm that each unit had to report the issue to their respective insurers and that the Strata would be responsible for any damage to the common areas. He indicated the Strata would only make an insurance claim if the damage exceeded the Strata's \$25,000 insurance deductible.
  - d. Mr. Thiara spoke with the owner of unit 205 and confirmed that she would allow drying units to be placed in her unit.
  - e. Mr. Thiara sent an email to [Individual 1] indicating that the Contractor had provided a report on the leak and that the owners of unit 205 had agreed to install drying equipment in their unit, after initially refusing. That report indicated that the repair costs would be approximately \$35,000.
  - f. Mr. Thiara emailed the Contractor to ask if the p-trap was part of the common property and to advise that the Strata's deductible was \$25,000. The Contractor replied to state that the p-trap was usually part of the property of the strata unit.
  - g. Mr. Thiara forwarded the Contractor's report to the Strata's insurer to open a claim.
  - h. [Individual 1] and Mr. Thiara exchanged emails in which [Individual 1] questioned why the water leak was a Strata issue given the leak originated from an overflowing sink in unit 405. Mr. Thiara replied to explain that the quote for the repairs was \$35,000, which exceeded the Strata's deductible which, he said, made the Strata responsible for the deductible and if the repair cost was below the deductible the Contractor would bill each unit and the unit owners would have their insurance pay for it.

- i. [Individual 1] and Mr. Thiara exchanged emails in which [Individual 1] forwarded a chain of emails concerning a prior leak referenced by [Individual 2], the owner of unit 405, and noted that the Strata had no responsibility to address the issue. That chain shows that Mr. Thiara had been involved in that situation because he had forwarded on an inquiry from one of the affected units and [Individual 1] had confirmed to Mr. Thiara at the time that the issue was to be dealt with between the unit owners and the Strata would not be involved.
- j. Mr. Thiara emailed [Individual 1] to confirm that if the cost of repairs exceeded the Strata's insurance deductible the Strata would need to notify its insurer and then charge back the deductible to [Individual 2].
- k. [Individual 2], a member of the Strata's Council, replied to Mr. Thiara to reiterate that each owner had to address the issue themselves through their own insurance company. She indicated that the Strata should not get involved unless there is damage to the common property. She stated that the Strata had dealt with a previous leak issue in which the individual owners dealt with their respective insurers.

17. On August 1, 2024, [Individual 1] emailed Mr. Thiara to advise that he inspected the ceilings around units 205 and 305 and did not see any damage to the common property.

18. On that same day, Mr. Thiara emailed the Strata's insurer to advise that the Strata was withdrawing the claim because the matter was an issue between the unit owners who would handle the matter with their own insurance. The insurer replied to confirm they would close the claim but that there may be push back from the owner's insurers if the damage to the original construction of the units exceeded the Strata's deductible, in which case the Strata could re-open its claim.

19. On August 8, 2024, the owner of unit 305 emailed Mr. Thiara to inquire about the investigation of the water leak. She also raised concerns that [Individual 2] was in a conflict [of] interest with regard to the issue and was not permitting access to her unit.

20. On August 12, 2024, the owner of unit 305 emailed Mr. Thiara to advise that she had received a quote for the repairs to unit 305 and wanted to know who would cover the cost because her insurance had said the Strata would cover the cost.

21. On August 13, 2024, [Individual 1] emailed Mr. Thiara to instruct Mr. Thiara to explain to the owner of unit 305 that the Strata would not be responsible for any repair to her unit. Mr. Thiara replied that he explained to the owner of unit 305 that her insurance should handle it and that there would be a charge back to [Individual 2], the owner of unit 405. Mr. Thiara also advised that [Individual 2] had denied the Contractor access because she wanted to undertake repairs to unit 405 on her own.

22. On August 15, 2024, the Contractor issued an invoice to the Strata for Mr. Thiara's attention regarding repairs to unit 305<sup>1</sup> in the amount of \$6,469.55. That amount was paid by cheque from the Strata that same day.

23. On August 23, 2024, the Contractor issued an invoice to the Strata for Mr. Thiara's attention regarding repairs to unit 205<sup>2</sup> in the amount of \$2,551.50 including tax. That amount was paid by cheque from the Strata issued that day.

24. The evidence establishes that the Strata accepted \$581.91 from the above August 15 and 23, 2024 invoices from the Contractor as costs for the initial investigation and mitigation work related to the water leak and the Strata agreed to cover this portion of the expense.

<sup>1</sup> I note that the invoice states that the site was "#250" but the evidence establishes that this invoice amount related to repairs conducted in unit 305.

<sup>2</sup> I note that the invoice states that the site was "#305" but the evidence establishes that this invoice amount related to repairs conducted in unit 205.

25. On September 25, 2024, Mr. Thiara's brokerage issued a letter to [Individual 2]. I have not been provided a copy of that letter, but from the context I conclude that it informed [Individual 2] that some portion of the above invoices from the Contractor would be charged to her by the Strata.
26. On September 27, 2024, Mr. Thiara's brokerage emailed financial documents to the Strata. As a result, [Individual 1] realized that the above invoices had been charged to the Strata. This caused [Individual 1] to reiterate to Mr. Thiara that these payments had not been approved and that the Strata had explicitly stated the issue should be dealt with by the individual owners.
27. On October 1, 2024, Mr. Thiara replied to [Individual 1] to advise that the invoice would be charged to [Individual 2] because unit 405 was the originating unit. [Individual 1] replied to ask about both invoices and Mr. Thiara replied in turn on October 2, 2024 to advise that both invoices would be charged to unit 405.
28. Meanwhile, on October 1 and 2, 2024, Mr. Thiara and [Individual 2] exchanged emails in which [Individual 2] disputed her obligation to pay the invoices for repair work and Mr. Thiara argued that [Individual 2] was responsible for the repair costs because the cause of the damage to units 205 and 305 originated in her unit.
29. Later on October 2, 2024, [Individual 2] wrote to Mr. Thiara and the Strata's council to object to the invoices being charged to her unit. This precipitated a series of emails from October 2 to 4, 2024 between [Individual 1] and Mr. Thiara in which [Individual 1] stated that the Strata was responsible for the emergency investigation and asked for the mechanism by which the Strata was permitted to charge the Contractor's invoices to [Individual 2] and what basis there was to put the invoices on the Strata's books.
30. On October 23, 2024, [Individual 1] confirmed with the Contractor that the Strata had paid the invoices for repairs to units 205 and 305. [Individual 1] then spoke to Mr. Thiara to insist that he rectify the issue given [Individual 1]'s position that the Strata was not responsible for the repair.
31. On that same date, Mr. Thiara emailed the owner of unit 305 to instruct her to submit the invoice for work on unit 305 to her insurer for reimbursement of the Strata. The owner of unit 305 replied to provide a copy of an email in which Mr. Thiara stated the invoice should be billed to Mr. Thiara and the amount would be charged to [Individual 2].
32. On October 24, 2024, Mr. Thiara reiterated to the owner of unit 305 that she should submit the invoice to her insurer and the owner replied that the invoice should be charged to unit 405 and [Individual 2]'s presence on the council created a conflict of interest.
33. In November 2024, [Individual 1] escalated the situation within Mr. Thiara's brokerage to a Vice President of the property management company. That Vice President responded that it appeared the charges had been paid by the Strata's accountant prior to Mr. Thiara's approval and that this was not unusual because repair invoices are often incurred by a strata corporation, which is then reimbursed by the unit owner or the unit owner's insurance. The Vice President said that the unit owner or their insurer was responsible for the cost regardless of the source of the damage. The Vice President stated the owner to whom the invoice had been charged was disputing the charge because of a claimed conflict of interest because the owner of unit 405 was on the Strata's council.
34. On November 15, 2024, Mr. Thiara emailed the owner of unit 305 to reiterate that she was responsible for the invoice for repair to her unit.
35. The owner of unit 305 then requested a meeting with the Strata's council. It appears this resulted in a meeting on December 6, 2024. It is not clear to me what the exact results of that meeting were.

36. On April 10, 2025, Mr. Thiara sent a letter to the owners of unit 305 imposing a charge of \$5,907.95 against their strata account and a letter to the owners of unit 205 imposing a charge of \$2,531.19 against their strata account. It appears that [Individual 1] and Mr. Thiara spoke and that during that phone call Mr. Thiara confirmed with [Individual 1] that the Strata was not responsible for the Contractor's invoices.
37. In June 2025, Mr. Thiara, [Individual 1], and the owners of unit 205 had a discussion regarding the Strata's attempts to charge the owners of unit 205 for the repair work, the amount to be charged to those owners, and the owners' insurance company's requirements to make a payment for the repair.
38. As of August 2025, the owner of unit 305 had reimbursed the Strata for the repair costs incurred in relation to that unit but the owner of unit 205 had not. It is not clear to me whether the Strata expects unit 205 to reimburse it at this point and, absent evidence to the contrary, I find that it does expect to receive reimbursement.

## Submissions

39. Mr. Thiara argues that he exercised due diligence and acted in good faith to prevent further damage to the strata and the unit owners.
40. Mr. Thiara submits that he quickly engaged restoration services to mitigate any damage. He submits that he understood that delay could cause structural damage, induce or promote mold growth and lead to higher costs. He submits that his priority was to safeguard the property and avoid exposure to a greater financial risk.
41. Mr. Thiara submits that, based on his training and industry practice, he understood that strata corporations often commence restoration immediately and seek recovery from insurance or unit owners. He submits that he authorized the work believing that the Strata could recover the costs and that doing so would reduce conflict and reduce the risk of being denied insurance coverage due to a delay in mitigating the damage.

## Reasons and Findings

### *Applicable Legislation*

42. Section 56 of RESA provides that BCFSA may designate specific provisions of RESA, the Real Estate Regulation (the “**Regulations**”), or the Rules as being subject to administrative penalties, and may establish the amounts or range of amounts of administrative penalty that may be imposed in respect of each contravention of a specified provision. Pursuant to section 56(2), the maximum amount of an administrative penalty is \$100,000.
43. Section 26(1) of the Rules indicates that for the purposes of section 56(1) of RESA, contraventions of the Rules listed in section 26(2) of the Rules are designated contraventions to which Division 5 (Administrative Penalties) of Part 4 of RESA applies.
44. Section 26(2) of the Rules identifies six categories, Category A, B, C, D, E, and F, for designated contraventions for the purpose of determining the amount of an administrative penalty. Section 30(a) of the Rules are placed in Category C. Section 27(3) of the Rules provides that Category C contraventions may attract an administrative penalty of \$5,000 for a first contravention or \$10,000 for a subsequent contravention.
45. Section 57(1) of RESA sets out that if the superintendent is satisfied that a person has contravened a provision of RESA, the Regulations, or the Rules designated under section 56(1)(a) of RESA, the superintendent may issue a notice imposing an administrative penalty on the person. That penalty

may consist of a monetary penalty, a requirement to complete remedial education or training, a condition or restriction on the recipient's licence, or any combination of those penalties. Section 57(2) requires that a notice of administrative penalty indicate the rule that has been contravened, indicate the administrative penalty that is imposed, and advise the person of the person's right to be heard respecting the matter.

46. Section 30(a) of RESA provides as follows:

**30** Subject to sections 31 [*modification of duties*] and 32 [*designated agency*], if a client engages a brokerage to provide real estate services to or on behalf of the client, the brokerage and its related licensees must do all of the following:

(a) act in the best interests of the client;

...

### ***Analysis***

47. The imposition of an administrative penalty under section 57 of RESA is a discretionary decision. A request to reconsider the imposition of an administrative penalty requires a Hearing Officer to consider not only whether a contravention of RESA, the Regulations, or the Rules has occurred, but also whether a licensee exercised due diligence, that is: took reasonable steps or precautions, to prevent the contravention of the designated sections identified in the notice of administrative penalty. A Hearing Officer may also consider information on any extenuating circumstances that prevented compliance, or any other information the licensee believes a Hearing Officer should consider.

### **Contravention**

48. BCFSA alleges that Mr. Thiara contravened section 30(a) of RESA by committing the Strata to pay the Contractor's invoices for repair of units 205 and 305 from the Strata's funds without confirming a legal mechanism to recover those funds. BCFSA specifically alleges that Mr. Thiara did so without seeking approval from the Strata, contrary to the Strata's direct instructions, and in excess of the authority delegated to Mr. Thiara. BCFSA alleges that this resulted in a dispute with the unit owners that delayed reimbursement of the funds.

49. The evidence establishes that Mr. Thiara was explicitly and directly told by [Individual 1] on July 28 and 29, 2024 that the Strata was not to take on any responsibility for the repair of units 205 and 305 and to leave the repair of the units to the owners themselves on the basis that the leak originated in unit 405 and had not caused any damage to the common property. Despite this instruction, Mr. Thiara continued to work with the Contractor with a plan to charge the invoices to either unit 405 or to the damaged units.

50. The evidence also establishes that Mr. Thiara received the invoices and, despite the instructions he had received from [Individual 1], provided the invoices to the Strata's accountant which resulted in them being paid. He then attempted to charge the invoices or part of them to [Individual 2], but it appears that that process did not proceed, and Mr. Thiara then attempted to charge the invoices to the owners of units 205 and 305 with that process taking until late mid 2025 to recoup the costs from unit 305. It is unclear if unit 205 ever made a payment to reimburse the Strata.

51. There is no clear evidence before me that Mr. Thiara consulted the Strata's bylaws to confirm exactly which amounts the Strata could seek reimbursement for, if it chose to take on the cost of repairs, or from whom. It appears that this failure did in fact lead to a substantial delay in recovery by the Strata.

52. The evidence also establishes that the Management Agreement precluded Mr. Thiara from incurring expenses on behalf of the Strata in excess of \$1,000 without Strata approval except in

emergency situations. The initial emergency work to identify the source of the leak and engage in immediate remediation fell within both the \$1,000 limit and the emergency exception; however, the balance of the work exceeded the monetary limit and was not performed on an emergency basis. The evidence indicates that the work was done within a few weeks of the leak, but it does not appear that the damage was at risk of immediate spread after the Contractor had identified the source of the trouble. This is confirmed by the Contractor's report and [Individual 1]'s own August 1, 2025 inspection that identified no damage to the Strata's common property. I therefore reject Mr. Thiara's argument that he was acting to respond in an emergency with a need to quickly mitigate damage to the building. The evidence simply does not support that contention, particularly given he had explicit instructions from [Individual 1] to not incur liability for the Strata.

53. In my view, it was not in the interests of the Strata that Mr. Thiara would expose the Strata to the liability to pay for repairs to units 205 and 305 without a clear mechanism to recover those costs. In my view, that conduct was contrary to section 30(a) of RESA, subject to Mr. Thiara demonstrating he exercised due diligence.

#### Due Diligence

54. Mr. Thiara argues that he exercised due diligence and acted quickly to prevent further damage to the Strata's common property. He submits that his understanding of his training and industry practice was that strata corporations would conduct repairs and then seek to recover the cost of those repairs from individual unit owners. He commenced the work believing that having the Strata complete the work would reduce conflict and that it would reduce the risk that the Strata would be denied insurance coverage.
55. As indicated above, there is no evidence that Mr. Thiara confirmed what mechanisms there were for the Strata corporation to recover its costs in the bylaws. He did seek confirmation from his brokerage regarding the correct approach given the initial quote contemplated repairs exceeding the Strata's insurance deductible, but his own emails indicate that the Strata had no responsibility if the repair costs were in fact below the deductible, which they proved to be.
56. Regarding industry practice and training, I do not accept that these are appropriate substitutes for consulting the actual bylaws. Had Mr. Thiara consulted those bylaws he would have discovered, as I found above, that, if the Strata incurred repair costs in relation, it could charge those repair costs, including emergency investigation costs, to the owner of the unit from which the cause of the loss or damage originated. He also would have discovered under which circumstances the Strata could or could not elect to incur those expenses and then charge the costs to the responsible owner. That could have informed his advice to the Strata's council on how to proceed in the situation at hand.
57. Whether Mr. Thiara believed he was acting to protect the Strata's ability to claim against its insurance and to protect the common property is not particularly relevant given that belief was not based on Mr. Thiara consulting the applicable bylaws before making a decision in this case. It is also irrelevant given the monetary limits on his authority and the explicit instructions from the Strata. If Mr. Thiara wanted different instructions, he should have sought to convince the Strata to take a different approach based on the rights and obligations set out in its bylaws.
58. In regard to the above, I also note that the Strata's approach in this case was not beyond reproach. For example, [Individual 2] was clearly in a conflict of interest with regard to the decisions that should be made regarding how the Strata should handle the repairs and should have been removed from those discussions. Her role as the owner of the unit from which the leak originated put her at risk of liability for the damage to the other units, which threatened to make her a highly partial participant in those discussions. Further, the evidence indicates that the Strata had an insurance deductible of \$25,000, which would cover at least the original built fixtures of individual strata lots pursuant to section 149 of the *Strata Property Act*, SBC 1998 c 43. The provisions of the bylaws

provided to me indicate that, had the Strata decided to proceed with an insurance claim, it could have pursued the amount of the deductible paid from [Individual 2] and not the other unit owners. [Individual 2]'s unilateral decision to refuse entry to unit 405 to the Contractor interfered with the Strata's ability to assess the total cost of repairs and the decision of whether to pursue its own insurance claim. That in turn lead to the Strata's decision not to pursue such a claim, which in turn lead to the Strata's position that the unit owners for units 205 and 305 or their respective insurers were responsible for the cost of the repairs and not [Individual 2]. In my view, the Strata should have made a decision regarding what approach to take absent [Individual 2]'s involvement and in light of the actual provisions of the bylaws.

59. That said, Mr. Thiara's failure to consult the bylaws lead to confusion regarding what options were available to the Strata and as to how the matter should be handled given the situation at hand. Had Mr. Thiara reviewed the bylaws he would have been better able to advise the Strata on how to proceed in light of [Individual 2]'s conduct, the estimate received from the Contractor, and the deductible under the Strata's insurance. As it stood, he was unable to clearly advise the Strata on its options or a reasonable approach which could inform their decision. Absent providing that advice and getting revised instructions, he ought to have followed his client's instructions and not exposed it to a liability it was not prepared to take on.
60. Mr. Thiara's lack of due diligence is demonstrated by the prolonged process undertaken by him to attempt to charge the Contractor's invoices to [Individual 2] and the owners of units 205 and 305. In my view, those processes would have proceeded much more quickly and smoothly had Mr. Thiara known precisely which rights the Strata was entitled to exercise in the circumstances, which would have been revealed by the bylaws.
61. I find that Mr. Thiara did not exercise due diligence in his attempts to act in the best interests of the Strata.
62. I therefore find that Mr. Thiara failed to act in the best interests of his client as alleged in the NOAP.

#### **Penalty Amount**

63. The amount imposed by the NOAP is \$5,000, being the prescribed amount for a first contravention of a section designated in Category C. Section 30(a) of the Rules is designated in Category C. This is Mr. Thiara's first contravention of section 30(a) of the Rules. The penalty also orders Mr. Thiara to complete remedial education, which is permitted by section 57(1)(b) of RESA.
64. I cannot vary the penalty, I can only cancel it or confirm it. If I cancel the penalty and find that the matter is more appropriately dealt with by a discipline hearing, I can order that a notice of discipline hearing be issued. Therefore, in assessing the penalty, I am to assess whether the administrative penalty imposed is appropriate. That means determining whether the penalty falls within the range of appropriate regulatory responses to the conduct established before me in the circumstances. This includes an assessment of whether the penalty is within the range of sanctions that would be appropriate given the seriousness of the contravention and the need for specific deterrence, rehabilitation, general deterrence, education of the industry and the public, and the maintenance of public confidence in the industry: *Vallee (Re)*, 2025 BCSRE 98, at para 100.
65. Regarding the seriousness of the contravention, the obligation to act in the best interests of a client is one of the fundamental obligations contained in the Rules. Its importance is underscored by its designation in Category C.
66. That said, Mr. Thiara's conduct falls at the lower end of culpability in such a contravention. In particular, Mr. Thiara's actions do not seem to have been motivated by self-interest and he appears to have intended to do the right thing throughout. In doing so he failed to inform himself of the

Strata's rights and obligations, ignored explicit instructions from his client, and exceeded his authority, but he was not ill motivated.

67. There is evidence that the Strata suffered harm because it paid for the Contractor's invoices and was deprived of those funds for a time. It also appears that some of this harm may not be fully resolved, but is likely to be resolved in the future. The existence of that harm is somewhat aggravating, but the evidence does not demonstrate it was permanent.
68. In my view, Mr. Thiara contravened section 30(a), an important regulatory obligation, but did so negligently, not seeking to benefit himself, and in a way that did not cause permanent harm. Considered together, these factors weigh in favour of an administrative penalty over either a discipline proceeding or no response at all.
69. In my view, Mr. Thiara requires specific deterrence and rehabilitation. His submissions and his conduct both indicate that he should be reminded of the importance of a strata corporation's bylaws in addressing the relationship between a strata corporation and the owners of strata lots. Mr. Thiara's failures in this case appear to stem from his failure to consult the bylaws and to understand how they operate and his submissions indicate that he does not presently understand that he cannot simply act based on his beliefs about how to best protect the strata corporation and the owners, but should be informed by the rights and obligations set out in the *Strata Property Act* and the strata corporation's bylaws. In addition, he cannot do so contrary to the explicit instructions of his client.
70. In addition, I find that general deterrence is required to ensure that other licensees do not similarly fail to consult bylaws and thereby fail to advise and manage strata corporations regarding the requirements of their bylaws. Further, licensees should be deterred from ignoring the explicit instructions of their clients in ways that incur or risk incurring liabilities for their clients. Conduct of the sort Mr. Thiara engaged in presents significant risks for strata corporations and licensees should be reminded that such conduct will result in consequences.
71. Finally, I find that public confidence in the industry requires an order confirming that Mr. Thiara's conduct will attract a consequence from the regulator. In my view, the public should be confident that strata managers are exercising their authority in compliance with the strata corporation's bylaws and that strata corporation's instructions will be followed. A regulatory response will assist in maintaining that confidence by demonstrating that the superintendent will act where licensees fail to consult bylaws or follow instructions.
72. Considering the above, I am of the view that the penalty imposed is appropriate. It will serve to demonstrate to Mr. Thiara, other licensees, and the public of the obligation of strata management licensees to act in their clients' best interests, to be informed regarding strata corporation's bylaws, and to follow their clients' instructions. The monetary penalty imposed is the prescribed amount and is proportionate to the risk Mr. Thiara exposed his clients to and the temporary harm it suffered because of his actions. The order for remedial education will serve to educate Mr. Thiara and to ensure he is reminded of his obligations.
73. I find the administrative penalty is appropriate.

## Conclusion

74. I find that Mr. Thiara failed to act in his client's best interests contrary to section 30(a) of the Rules when he committed the Strata to paying for the repairs to units 205 and 305 without confirming the legal basis for the Strata to recoup those costs, contrary to the instructions of his client, and in excess of his authority.

75. I find that the administrative penalty consisting of a \$5,000 monetary penalty and an order that Mr. Thiara complete the Strata Management Remedial Education course through the Sauder School of Business at the University of British Columbia by March 31, 2026 is appropriate given the conduct and the circumstances.

76. I confirm the administrative penalty issued in the NOAP.

77. The \$5,000 administrative penalty issued in the NOAP is now due and payable by Mr. Thiara and he must complete the Strata Management Remedial Education course through the Sauder School of Business at the University of British Columbia by March 31, 2026

DATED at North Vancouver, BRITISH COLUMBIA, this 24<sup>th</sup> day of November, 2025.

“Original signed by Gareth Reeves”

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Gareth Reeves  
Hearing Officer