

BC FINANCIAL SERVICES AUTHORITY

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

AND IN THE MATTER OF

**IRFAN BARKAT ALI
(170127)**

**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 January 16, 2025, the BC Financial Services Authority (“**BCFSA**”) issued a Notice of Administrative Penalty (the “**NOAP**”) in the amount of \$6,000 to Irfan Barkat Ali pursuant to section 57(1) and 57(3) of the *Real Estate Services Act*, SBC 2004, c 42 (“**RESA**”).
2. In the NOAP, BCFSA determined that Mr. Ali had contravened sections 34 and 41 of the *Real Estate Services Rules*, BC Reg 209/2021 (the “**Rules**”). The NOAP alleged that Mr. Ali contravened section 34 of the Rules by providing real estate services outside of his brokerage and without meeting the exemption requirements set out in the Rules through his unlicensed company 1042205 B.C. Ltd. previously named “Noquits Property Management Services Ltd.” (“**Noquits**”) and contravened section 41 of the Rules by advertising Noquits’s services and advertising that there were agents or a team working for Noquits when that was not the case. The NOAP imposed a \$5,000 administrative penalty for the alleged contravention of section 34 of the Rules and a \$1,000 administrative penalty for the alleged contravention of section 41 of the Rules.
3. Mr. Ali applied for a reconsideration of the NOAP under section 57(4) of RESA. The application proceeded by written submissions. Mr. Ali does not argue that he did not contravene the Rules as alleged but seeks to have the administrative penalties reduced to \$2,500.

Issues

4. The issue is whether the administrative penalties issued in 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 thereto, and the information provided by Mr. Ali 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 of the information before me.
10. Mr. Ali was first licensed as a representative in the trading services category since January 14, 2015. He was licensed in that fashion until February 3, 2026 when he surrendered his licence, except for a brief period from January 14 to February 2, 2021, during which he was unlicensed,.

The Rental Property Management Services

11. Mr. Ali is the sole officer and director of Noquits, which was incorporated on July 8, 2015.
12. The investigation of this matter was commenced by a complaint in which it was alleged, among other things, that Mr. Ali was providing rental management services through his company, Noquits. In a telephone conversation with BCFSA Investigations, the complainant alleged that Mr. Ali did not disclose that he was a licensee before the complainant signed a residential tenancy agreement with Noquits in relation to a property at [Property 1] (the “**Property**”), which was owned by Mr. Ali.
13. During the investigation, the complainant also provided the following:
 - a. a copy of a second residential tenancy agreement between Noquits as landlord and two tenants for a property that Mr. Ali owned personally;
 - b. documentary proof that she paid rent to Noquits with regard to the Property;
 - c. a Request for Correction #RTB-6 form in which Mr. Ali requests his removal from the proceeding as a party because he claimed he was involved only as a representative of Noquits and confirmed that Noquits signed the residential tenancy agreement and the condition inspection report, that all rent payments were made to Noquits, that Noquits signed the residential tenancy agreement at issue, that Noquits coordinated all rental duties and work at the subject property, and that Noquits’s name was in the signature block of all emails.
14. On May 20, 2025, Mr. Ali’s former managing broker confirmed with BCFSA Investigations that she did not have any rental property records or written disclosure from Mr. Ali with regard to rental property services provided by Mr. Ali.

15. On June 16, 2025, in response to a request by BCFSA investigations for disclosure forms and rental property records for the Property or other properties owned by Mr. Ali or his family, Mr. Ali's current managing broker confirmed that they had no such records.
16. In a July 4, 2025 written statement to BCFSA Investigations, Mr. Ali confirmed the following:
 - a. Noquits only provides rental property management services to Mr. Ali for properties owned by Mr. Ali;
 - b. Mr. Ali solely owns and controls Noquits; and
 - c. Mr. Ali owns fifteen rental properties, including the Property.¹
17. Mr. Ali enclosed residential tenancy agreements for the properties owned by Mr. Ali which identified Noquits as the landlord. He also provided a lease amending agreement which placed 0922182 B.C. Ltd in the place of landlord under a preexisting lease and extended that lease.
18. On August 28, 2025, BCFSA Investigations interviewed Mr. Ali. In that interview, Mr. Ali stated, among other things, the following with regard to his rental property management services provided through Noquits:
 - a. Noquits was established in 2015 to manage Mr. Ali's rental properties;
 - b. Noquits only provided rental property management services to Mr. Ali;
 - c. no one else worked as an employee for Noquits at any time;
 - d. Mr. Ali did not disclose to tenants that even though he was licensed under RESA he was not acting as a licensee in relation to services provided by Noquits and was not regulated under RESA but that he did sometimes tell prospective tenants that he was a licensee, though not in writing;
 - e. Mr. Ali was not aware he was required to advise tenants that he was a licensee; and
 - f. Mr. Ali did not disclose to his managing brokers that he was providing rental property management services for his properties, but that his previous brokerage knew he had rental properties.

The Website

19. On May 1, 2025, BCFSA Investigations conducted an open-source search and discovered the website [redacted] (the "**Website**"). The Website included the following statements, among others:
 - a. "BY YOUR SIDE
- We specialize in –
...
 - Leasing and property management of unfurnished, luxury, vacation, and affordable rental properties"
 - b. "We take pride in our properties and manage them with care. We are experts in renovations, building maintenance, tenant relations and building improvements. You can trust our team to manage your entire real estate and property management needs with our full suite of services."

¹ Title searches for the properties listed by Mr. Ali in his responses show they were either owned by him or by 0922182 BC Ltd, a company for which Mr. Ali is the sole director and officer.

- c. "PRIDE OF OWNERSHIP"
We offer Professional property management including: leasing, tenant placement, relationship management, maintenance, landscaping, cleaning renovations, and design."
 - d. "OVER 30 YEARS"
We have been in the real estate and property management business since 1992. Our knowledgeable team of skilled professionals offer our clients personalized real estate advisory services with best-in-class intelligence and trusted expertise"
 - e. "Find the right home or tenant"
Experience a new level of property management you haven't felt before.
Anywhere, anytime – our agents work across Metro Vancouver."
 - f. "Noquits Property Management specializes designing and developing muliti-family residential purpose built rental buildings including ... lease up and property management of unfurnished and furnished, luxury and affordable rental properties in Metro Vancouver and Vancouver Island since 1992."
 - g. "Always ontime"
We take great pride in all our properties and manage them with great care. We have expertise in ... tenant relations Our business encompasses the entire range of property management functions and skills."
 - h. "Book Your Free Rental Property Evaluation"
20. The Website also included an "Our Team" section describes four individuals, [Individual 1], Irfan Ali, [Individual 2], and [Individual 3], with at least three of those backgrounds including descriptions of "leasing", "property management", "rental management", and "tenant relations".
21. On June 9, 2025, the Website remained online.
22. In Mr. Ali's August 28, 2025 interview, he stated the following in regard to the Website:
- a. he was not aware that the Website was offering rental property management services to owners;
 - b. the Website was created to show tenants, prospective tenants, and contractors that Noquits was a real company;
 - c. the Website was up for a few months in 2025;
 - d. he had hired someone to build the Website and he would have looked at it once completed;
 - e. he did not review every word on the Website;
 - f. much of the language on the Website including the availability of agents was stock information or provided by the Website's developer;
 - g. the wording referring to "clients" was referring to tenants;
 - h. the wording on the Website concerning the scope of Noquits services were aimed at tenant's needs not property owner's needs;
 - i. the information about [Individual 1], Irfan Ali, [Individual 2], and [Individual 3] was just "stock information" that was just put together and there was no [Individual 1], [Individual 2], or [Individual 3] and no such individuals worked for Noquits;

- j. the website offered rental property evaluations because the developer put that there; and
 - k. when the Website was published he did not pay attention to it because he was busy, but that when he saw information about individuals on the Website he asked that it be removed and that the entire site was subsequently removed.
23. On September 7, 2025, Mr. Ali provided a second written statement to BCFSA Investigations stating the following in relation to the Website:
- a. Mr. Ali had engaged a website developer to create the Website;
 - b. in September 2024, he asked the developer to remove the information about employees of Noquits from the Website;
 - c. the Website was never fully completed, was not indexed on Google, was only accessible by directly entering the URL, did not list properties, and was not used to solicit or manage third-party properties.
24. I note that although Mr. Ali says the Website was not searchable on Google, the evidence submitted by BCFSA Investigations regarding an open-source search on May 1, 2025 confirms that it was.
25. Along with Mr. Irfan's September 7, 2025 statement, he also provided several emails between his website developer and himself. Those emails include a February 6, 2024 email in which Mr. Ali writes the following:

"Noquits Property Management Services specializes designing and developing multi-family residential purpose built rental buildings including ... lease up and property management of unfurnished and furnished, luxury and affordable rental properties in Metro Vancouver and Vancouver Island since 1992.

We take great pride in all our properties and manage them with great care. We have expertise in renovations, building maintenance, tenant relations and building improvements. We are particularly adept at upgrading real property for our clients. Our business encompasses the entire range of property management functions and skills.

PRIDE of OWNERSHIP and maintenance of all our properties. We offer professional property management including: leasing, tenant placement, relationship management, maintenance, landscaping, cleaning, renovations, and design.

OVER 30 YEARS EXPERIENCE. We have been in the property rental business since 1992. We are knowledgeable, experienced and professional in all aspect of the business from leasing to renovations and maintenance.

QUALITY. We offer quality, safe, clean and secure housing for every type of tenant at various price points. Whether you are looking for a studio in a character building or a brand new 4 bedroom suite with an extensive appliance package with an amazing waterfront location, we have what you are looking for.

About us:

[Individual 1] is a director of Noquits Property Management and brings over 25 years of experience in finance and business operations in various industries including real estate development, leasing and property management in Canada and the U.S.. [Individual 1] is a Chartered Professional Accountant, CPA CA and obtained a Bachelor of Commerce in Finance from the University of British Columbia, Sauder School of Business.

Irfan Ali is a director of Noquits Property Management and has been in the real estate business since 1992. He has extensive experience and education in business administration, marketing management and real estate with degrees

from the University of British Columbia and University of Victoria and worked in real estate development, construction, leasing and property management in Canada and the U.S.

[Individual 2] is a corporate controller and has over 15 years experience in accounting and finance. She has a Bachelor of Commerce degree from the University of British Columbia and is a Chartered Professional Accountant, CPA, CGA. Among her countless other duties, [Individual 2] manages accounts payable, accounts receivable, reconciliations, bookkeeping for the full accounting cycle, rent rolls, market data tracking, budgeting, forecasting, and expense analysis.

[Individual 3] has over 25 years experience in residential and commercial rental management and tenant relations. He enjoys working with people and is a jack of all trades. He takes great pride in delivering a high quality products and services to all residents. As part of his daily tasks, [Individual 3] manages building cleaning and maintenance are performed regularly and efficiently and to exceed industry standards. [Individual 3] also oversees monthly tenant turnover including renovations of suites and special projects and other capital improvements.

[Individual 4] has been with Noquits Property Management Services for more than 15 years! She manages many of our luxury rental buildings in Metro Vancouver. In addition to building management, [Individual 4] is responsible for tenant screening, leasing, tenant correspondence, renovation and maintenance management, and cost control. She is a gogetter, excels at renovations, and knows how to run a building smoothly.

26. I note that much of this information also appears on the Website, including the biographical information for [Individual 1], Irfan Ali, [Individual 2], and [Individual 3]. I also note that this email was in response to an email inquiry from the developer in which the developer asked if there were any property management services Noquits did not answer.
27. Mr. Ali's September 7, 2025 email also enclosed a September 3, 2024 email to his website developer in which he asked that the information about [Individual 1], Irfan Ali, [Individual 2], and [Individual 3] be removed from the Website.
28. On October 22, 2025, BCFSA Investigations conducted a search for the Website and discovered it was no longer active.

Submissions

29. In his submissions, Mr. Ali acknowledges responsibility for his contraventions and expresses regret for failing to comply with RESA and the Rules. He does not dispute the findings but seeks a reduction in the administrative penalty relying on proportionality, absence of harm, and corrective steps he took including the surrender of his licence.
30. Mr. Ali submits that he only provided rental property management services through Noquits to himself and that therefore there was no harm or risk to third-parties or their funds and no remuneration paid for the services.
31. Mr. Ali submits that the contravention arose from his misunderstanding of the application of licensing exemptions under RESA regarding the management of licensee's own properties. He submits that he did not intend to mislead anyone or operate an unauthorized property management company.
32. Mr. Ali submits that the Website was not "fully completed" and included draft language uploaded without his authorization or his instruction to go live. He submits that the language regarding agents and a team could be read to suggest a team of licensed agents, although he did not intend that. He submits that the website was not actively marketed, promoted through advertising, or generally

searchable. He further submits that he instructed the Website to be taken down “well in advance of any communication from BCFSA” and that the Website has been fully taken down.

33. Regarding corrective steps, Mr. Ali submits that he immediately removed the Website, that he voluntarily surrendered his licence, that he stopped rental property management services through Noquits, and that he interviewed and engaged a licensed rental property manager to manage his properties.
34. Regarding proportionality, Mr. Ali submits that there was no consumer harm, that only his property was involved, that there was no reliance by third-parties on his role as licensee or on Noquits's services, that Noquits did not receive remuneration from the public, that it was his first contravention, that he cooperated with the investigation, and the corrective steps he took as mentioned above. He submits that a \$2,500 penalty would still achieve the goals of general and specific deterrence while recognizing these listed factors.

Reasons and Findings

Applicable Legislation

35. Section 56 of RESA provides that BCFSA may designate specific provisions of RESA, the *Real Estate Regulation*, BC Reg 506/2004 (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.
36. 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.
37. 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. Sections 34 and 41 of the Rules are placed in Categories C and D, respectively. 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. Section 27(4) of the Rules provides that Category D contraventions may attract an administrative penalty including a base penalty of \$1,000 for a first contravention or \$2,000 for a subsequent contravention, plus \$250 per day, or part of a day, that the contravention continues.
38. 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. 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.
39. Sections 34 and 41 of the Rules provide as follows:
 - Duty to act with reasonable care and skill**
 - 34** When providing real estate services, a licensee must act with reasonable care and skill.
 - False or misleading advertising prohibited**
 - 41** A licensee must not publish real estate advertising that the licensee knows, or reasonably ought to know, contains a false or misleading statement or

misrepresentation concerning real estate, a trade in real estate or the provision of real estate services.

Analysis

40. 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.
41. In the context of an alleged contravention of section 34 of the Rules, the concept of due diligence forms part of the contravention given the contravention itself requires proof of a failure to act with reasonable care and skill. Therefore, in the context of that section, due diligence is not separately considered.

Contraventions

42. Mr. Ali does not challenge the findings that he contravened sections 34 and 41 of the Rules as alleged. I agree that those contraventions are established on the record before me.
43. As regards the alleged contravention of section 34 of the Rules, establishing a contravention of that section requires BCFSA to establish that a reasonably prudent licensee would have acted differently in Mr. Ali's circumstances. Section 2(2)(c) of RESA clearly requires all licensees to comply with RESA even if another exemption in RESA or the Regulations would apply. Section 7(3)(a) of RESA also requires all licensees to only provide real estate services, including rental property management services, on behalf of their brokerage. The only exceptions to which licensees can avail themselves are found in Part 9 of the Rules. Mr. Ali did not comply with the prerequisites contained in that part to qualify him for an exemption in regard to his rental property management services. In my view, a reasonably prudent licensee would have taken the appropriate steps to so qualify before providing rental property management services. In providing real estate services in that context, Mr. Ali failed to act with reasonable care and skill in providing those services.
44. As regards the alleged contravention of section 41 of the Rules, establishing a contravention of that section requires BCFSA to establish that the material in question was real estate advertising and was published within the meaning of the Rules. BCFSA must also prove the following:
 - a. the content made a false or misleading statement or misrepresentation concerning real estate, a trade in real estate, or the provision of real estate services; and
 - b. the licensee knew or ought to have known the material contained the above noted false or misleading statement(s) or misrepresentation(s): *Ryan (Re)*, 2025 BCSRE 12 at para 58.
45. In my view, it is clear that the Website was real estate advertising. The Website promoted Noquits's rental property management services to either tenants or owners. Although Mr. Ali indicated that he did not intend to market to owners, the content of the Website as set out above objectively reads as directed toward enticing owners. In addition, the evidence indicates that Mr. Ali caused the Website to be published by hiring and instructing his developer to prepare it and knew that it was available online at least by September 2024. There is no documentary evidence that Mr. Ali took steps to have the website fully taken down prior to BCFSA Investigations open-source searches in 2025, although there is evidence that Mr. Ali requested portions of it be removed and that those portions were not removed. In addition, the Website clearly suggested that Noquits could provide

rental property management services to owners and was drafted in a way to make it appear that there was a team of licensees working for Noquits to provide such services. Although Mr. Ali indicates that this was not his intention, he ought to have known that the wording on the Website, some of which he directly provided, made that inference obvious.

46. Mr. Ali has not raised a due diligence defence. On the evidence before me, I find that he has not established such a defence.
47. I find that Mr. Ali contravened sections 34 and 41 of the Rules as alleged.

Penalty Amount

48. With regard to penalty amount, in the context of an opportunity to be heard under section 57(4) of RESA, the superintendent only has the authority to cancel or confirm an administrative penalty. If the superintendent finds that the matter is more appropriately dealt with by discipline hearing, the superintendent can cancel the administrative penalty and issue a notice of discipline hearing. I therefore cannot vary the administrative penalties issued in the NOAP: I can only cancel or confirm them.
49. The scope of my review of the penalty is therefore limited to the question of whether the penalty falls within a reasonable range of outcomes given the contraventions demonstrated. Answering that question requires me to consider the whole of the circumstances including the seriousness of the misconduct, the licensee's culpability, the consequences of the conduct, the respondent's regulatory history, any mitigating or aggravating factors, and the primary regulatory goal of public protection. In the context of the goals of regulatory enforcement, I must consider the principles of specific deterrence, rehabilitation of the respondent, general deterrence, and public confidence in the industry: *Vallee (Re)*, 2025 BCSRE 98, at para 100.
50. The penalty amounts imposed were \$1,000 for the contravention of section 41 of the Rules and \$5,000 for the contravention of section 34 of the Rules. These represent the amount of the base monetary penalty available for a first contravention of a section designated in Category D, in the case of the contravention of section 41 of the Rules, and the monetary penalty available for a first contravention of section designated in Category C, in the case of the contravention of section 34 of the Rules.
51. With regard to the seriousness of the conduct, the conduct is relatively serious. From the evidence before me, including Mr. Ali's own statements, he was providing rental property management services outside his brokerages in regard to properties he owned for several years for multiple properties without taking the required steps to qualify for an exemption under Part 9 of the Rules. This makes the conduct repeated and prolonged.
52. In addition, I reject Mr. Ali's argument that there was no risk to the public. The public includes tenants and, through his conduct, Mr. Ali deprived the tenants of information regarding his role and the possible power imbalances that existed between them as a result of his being a licensee. Although there is no evidence that Mr. Ali intentionally hid this information or caused harm to tenants as a result, he did deprive them of information they might require to understand his obligations in their relationship. I do, however, accept that the evidence before me does not prove any economic harm to any owners or tenants.
53. I also find that there was no harm to the public that arose from the Website. There is no evidence that any member of the public relied on the Website, though the Website was available to the public and searchable on Google.

-
54. Regarding Mr. Ali's culpability, I accept that Mr. Ali misunderstood the requirements of RESA with regard to licensees providing rental property management services for their own properties. In that regard, I accept that the contravention of section 34 of the Rules was inadvertent.
55. For the contravention of section 41 of the Rules, I find that the conduct was more than inadvertent. Mr. Ali supplied the Website's developer with much of the wording that eventually went live on the Website. Although he now acknowledges that the wording on the Website could be read to imply that there was a team of licensees working for Noquits and he says he only meant the Website to lend credibility to Noquits in the eyes of tenants, the wording was obviously directed toward owners and clearly suggests that there are more people employed with Noquits than just Mr. Ali. In addition, there is no evidence of what concrete steps Mr. Ali took to have the Website taken down after he knew it was live in September 2024 and available to the public. I do accept, though, that Mr. Ali did not actively promote the Website. In my view, Mr. Ali's conduct was more than inadvertent. Although it did not rise to the level of intentionally deceptive on the evidence before me, it was definitely reckless and careless.
56. Mr. Ali has no disciplinary history of which I am aware. This is a neutral factor. Licensees are expected to comply with the legislation: *Rohani (Re)*, 2024 BCSRE 31, at para 53.
57. Regarding corrective steps and rehabilitation, an administrative penalty will aid in Mr. Ali's rehabilitation by demonstrating to him the importance of regulatory compliance and the need to not be careless in his advertising. I acknowledge that Mr. Ali has taken down the Website and indicates that he has employed a licensed rental property manager for his properties, but the fact remains that he contravened RESA for several years by providing rental property management services outside of his brokerage and he published misleading advertising.
58. Regarding Mr. Ali's choice to surrender his licence. I am not convinced that his choice to surrender his licence should result in the cancellation of the penalties issued in the NOAP for four reasons.² First, that might indicate that Mr. Ali's choice to surrender his licence could compel the superintendent to not take an otherwise appropriate enforcement or disciplinary action. In my view, the choice of whether conduct is sufficiently serious to warrant removing a licensee from the industry lies with the superintendent and not a licensee. Although a licensee could consent to a suspension or cancellation, the superintendent must decide whether that is an appropriate response to the misconduct. Second, there is no evidence before me regarding the value to Mr. Ali of his real estate licence. Third, Mr. Ali could apply to reinstate his licence within the timelines and rules surrounding the reinstatement of inoperative licences and he could do so without any disciplinary or enforcement record. Fourth, allowing Mr. Ali to surrender his licence in lieu of a sanction would significantly diminish the general deterrent effect and decrease the extent to which the result would support public confidence because such a result would not be made public in the same way as a notice of administrative penalty would.
59. In my view, the above considerations indicate that a monetary administrative penalty is an appropriate regulatory response to both of the contraventions. Although Mr. Ali did not intend to contravene RESA or the Rules, he appears to have responded as required to the investigation, and there was no clear harm to the public, the contravention of section 34 of the Rules was both prolonged and repeated and the contravention of section 41 demonstrates a significant degree of carelessness with regard to the contents of Mr. Ali's advertising. In my view, an administrative penalty is warranted to demonstrate to other licensees that they must take seriously the obligation to provide real estate services through their brokerage or to qualify for an exemption and the obligation to not be careless in the wording of their advertising. It is also warranted to demonstrate the importance of those obligations to Mr. Ali and the public. I note in this regard that Mr. Ali does

² I acknowledge that Mr. Ali's argument is that the surrender of his licence should lead to a reduction in the penalty and not that it should result in the cancellation of the penalty; however, given my comments above regarding the scope of my authority, I consider those arguments in the context of the decision of whether to cancel or confirm the penalty.

not argue that a monetary administrative penalty is inappropriate *per se*, but that the quantum should be lower than imposed by the NOAP. Given the factors discussed above, the monetary penalties imposed are entirely appropriate.

Conclusion

60. I find that Mr. Ali contravened sections 34 and 41 of the Rules as alleged in the NOAP.

61. I confirm the NOAP.

62. The \$6,000 in administrative penalties is now due and payable to the BCFSa.

DATED at North Vancouver, BRITISH COLUMBIA, this 30th day of March, 2025.

“Original signed by Gareth Reeves”

Gareth Reeves
Hearing Officer