

Citation: Yip (Re), 2026 BCSRE 164

Date: 2026-06-03

File # 21-2746

**BC FINANCIAL SERVICES AUTHORITY**

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

**IN THE MATTER OF**

**CLARENCE HO YIN YIP  
(085698)**

**CONSENT ORDER**

**[This Order has been redacted before publication.]**

RESPONDENT: Clarence Ho Yin Yip, Representative with RA Realty Alliance Inc.

DATE OF CONSENT ORDER: June 3, 2026

COUNSEL: Robert Merlo, Legal Counsel for BC Financial Services Authority

**PROCEEDINGS:**

On June 3, 2026, the Superintendent of Real Estate (the "Superintendent"), or the Superintendent's authorized delegate, of BC Financial Services Authority ("BCFSA") accepted the Consent Order Proposal (the "Proposal") submitted by Clarence Ho Yin Yip.

**WHEREAS** the Proposal, a copy of which is attached hereto, has been executed by Clarence Ho Yin Yip.

**NOW THEREFORE**, having made the findings proposed in the attached Proposal, and found that Clarence Ho Yin Yip committed professional misconduct within the meaning of section 35(1)(a) and (b) of the *Real Estate Services Act* ("RESA") by violating sections 3(1), 7(3)(a) and (b), and section 27(1) of RESA and section 29(2) of the *Real Estate Services Rules* (the "Rules"), pursuant to section 43 of the RESA the Superintendent orders that:

1. Clarence Ho Yin Yip be suspended for a period of not less than ninety (90) days, with the suspension to commence thirty (30) days from the date of this order is entered pursuant to section 43(2) (b) of RESA;
2. Clarence Ho Yin Yip at his expense, enroll and complete the "*Ethics – Professionalism and Principles in Practice*" course of studies as provided by the BCFSA within one year from the date of this order pursuant to section 43 (2) (f) of RESA;

3. Clarence Ho Yin Yip pays a penalty to BCFSA in the amount of forty thousand dollars (\$40,000) within six (6) months from the date of this Order pursuant to sections 43(2)(d)(ii) and 49(2)(d)(ii) of RESA;
4. Clarence Ho Yin Yip pays investigation expenses to BCFSA in the amount of \$7595 within sixty (60) days from the date of this Order, pursuant to sections 44(1) and 49(2)(c) of RESA.

Any amounts ordered to be paid as a term of this order is a debt owing to BCFSA and may be collected as such.

If Clarence Ho Yin Yip fails to comply with any term of this Order, the Superintendent may suspend or cancel his licence without further notice to him, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 3rd day of June 2026 at the City of Victoria, British Columbia.

Superintendent of Real Estate

"Original signed by Jonathan Vandall"

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Jonathan Vandall  
Delegate of the Superintendent of Real Estate  
Province of British Columbia

Att. Consent Order Proposal by Clarence Ho Yin Yip

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

**IN THE MATTER OF**

**CLARENCE HO YIN YIP  
(085698)**

**CONSENT ORDER PROPOSAL BY CLARENCE HO YIN YIP**

**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Clarence Ho Yin Yip to the Superintendent of Real Estate (the "Superintendent") of BC Financial Services Authority ("BCFSA") pursuant to section 41 of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, Clarence Ho Yin Yip, and the Superintendent have agreed upon the following facts:

1. Clarence Ho Yip (Mr. Yip) first became licensed as a representative in trading and rental property management services in 1990.
2. Since 1990, there have been periods when Mr. Yip has not held any form of license in trading services, rental property management services, or strata property management services. In relation to the facts of this proposal, Mr. Yip was unlicensed from May 15, 2020, to June 7, 2020, and from November 11, 2020, to August 19, 2021.
3. From May 2010 until January 17, 2018, Clarence Ho Yin Yip was licensed in trading, rental property management services, and strata management services as a representative with Century 21 Real Estate Showcase.
4. From January 17, 2018, until May 14, 2020, Mr. Yip was licensed as a representative with Century 21 Prudential Estates (Rmd) Ltd., licensed in trading services, rental property management services and strata management services.
5. In relation to the facts of this proposal, Mr. Yip did not hold any form of license from May 15, 2020, to June 7, 2020.
6. From June 8, 2020, until November 12, 2020, Mr. Yip again became a licensed representative with Century 21 Prudential Estates Ltd., licensed in trading services, rental property management services and strata management services.
7. In relation to the facts of this proposal, Mr. Yip did not hold any form of license from November 11, 2020, until August 19, 2021.
8. From August 20, 2021, through till June 7, 2022, Mr. Yip was a licensed representative in trading services with RA Realty Alliance Inc. Commencing June 8, 2022, Mr. Yip also became a licensed representative in both trade and rental property management services with RA Realty Alliance Inc.

9. Clarence Ho Yin Yip as of the date of this consent order proposal, is licensed as a representative in trading services and rental property management services with RA Realty Alliance Inc.
10. At all relevant times with respect to this Consent Order Proposal, Clarence Ho Yin Yip license status can be summarized as follows:

Brokerage	License Level	License Category	Start Date	End Date
RA Realty Alliance Inc. (X034378)	Representative	Trading Services, Rental Property Management Services	6/8/2022	Present
RA Realty Alliance Inc. (X034378)	Representative	Trading Services	8/20/2021	6/7/2022
Unlicensed	N/A	N/A	11/14/2020	8/19/2021
Century 21 Prudential Estates (Rmd) Ltd. (X021927)	Representative	Trading Services, Rental Property Management Services, Strata Management Services	6/8/2020	11/13/2020
Unlicensed	N/A	N/A	5/15/2020	6/7/2020
Century 21 Prudential Estates (Rmd) Ltd. (X021927)	Representative	Trading Services, Rental Property Management Services, Strata Management Services	1/17/2018	5/14/2020
Century 21 Real Estate Showcase (X027163)	Representative	Trading Services, Rental Property Management Services, Strata Management Services	5/15/2010	1/17/2018

[Property 1]

11. At all relevant times, [Owner 1] was the owner of a property with a civic address located at [Property 1], Vancouver BC (“[Property 1]”).
12. On or about July 18, 2017, [Owner 1] entered into a Property Management Agreement with respect to [Property 1]. The Property Management Agreement was endorsed by Clarence Yip of Century 21 Real Estate Showcase. The Property Management Agreement called for a management fee equal to 5% of rents plus GST payable monthly to Mr. Yip. The agreement also provided a commission paid by the owner to the manager equal to 50% of the first month gross revenue payable by any tenant secured or located by the Manager.
13. From July 2017 until January 2022, in accordance with the terms of the July 18, 2017, Property Management Agreement regarding [Property 1], Mr. Yip provided rental property management services to [Property 1] which included:

- a. Finding and screening of tenants;
  - b. Negotiating and entering contracts for purchase of fixtures and repairs
  - c. Collecting rent and security deposits from tenants and remitting rental revenues to [Owner 1];
  - d. Liaising with tenants and the owner on tenant matters or disputes;
  - e. Supervising contractors during repairs or other works on property;
  - f. Rendering accounts on rental of property;
  - g. Assisting with the completion of tax and property declarations on behalf of owner.
  
14. While providing property management services to [Property 1], Mr. Yip executed several Residential Tenancy Agreements related to the rental of [Property 1]. The Residential Tenancy Agreements were as follows:
  - a. November 1, 2017, rental agreement with tenants [Tenant 1], [Tenant 2], and [Tenant 3], renting [Property 1] for \$2200 per month;
  - b. January 1, 2019, agreement with tenants [Tenant 1] and [Tenant 4], renting [Property 1] for \$2255 per month;
  - c. November 1, 2021, agreement with [Tenant 5] and [Tenant 6] renting [Property 1] for \$2269 per month.
  
15. Mr. Yip received remuneration for the rental property management services he provided to [Property 1].
  
16. Mr. Yip provided property management services to [Property 1] while unlicensed from May 15th, 2020, to June 7th, 2020, and again from November 14, 2020, to August 19, 2021.
  
17. During the period while he was providing rental property management services to [Property 1], Mr. Yip failed to remit any monies collected on behalf of [Owner 1] through the brokerage trust accounts of the various brokerages which employed him. Rather, Mr. Yip deposited net rental revenue directly into the accounts of [Owner 1].
  
18. During the time when Mr. Yip was a licensed representative with Century 21 Prudential Estates Ltd., Mr. Yip failed to advise the managing broker that he was providing such services in regards to [Property 1].
  
19. While providing rental property management services with respect to [Property 1], during periods of time when Mr. Yip was licensed with RA Realty Alliance, Mr. Yip failed to advise the managing broker at RA Realty Alliance Inc. that he was providing such services.
  
20. On January 21, 2022, [Owner 1] submitted a complaint to the BCFSA with respect to the conduct of Mr. Yip. In the complaint made by [Owner 1] it was alleged that Mr. Yip had been providing property management services to [Property 1] for a period from July 2017 to January 2022. [Owner 1] further complained that Mr. Yip had failed to deliver 5 months of rental property payments for [Property 1] for a period from November 2019 to January 2022.
  
21. [Owner 1] subsequently complained to the BCFSA that Mr. Yip has failed to return a damage deposit collected with respect to [Property 1] to cover property damage caused by a tenant.

22. [Owner 1] subsequently advised on April 19, 2022 that Mr. Yip had delivered the outstanding rents owed on [Property 1].
- [Property 2]
23. [Owner 2] at all relevant times was the owner of a property with a civic address of [Property 2] in New Westminster (“[Property 2]”). [Owner 2] owned [Property 2] until September 2019.
24. Commencing in November of 2014 and continuing until September 2019, Mr. Yip provided property management services for [Owner 2] in relation to [Property 2]. Mr. Yip provided rental property management services which included:
- a. Finding and screening of tenants;
  - b. Negotiating and entering contracts for purchase of fixtures and repairs
  - c. Collecting rent and security deposits from tenants and remitting rental revenues to [Owner 2];
  - a. Liaising with tenants and the owner on tenant matters or disputes;
  - b. Supervising contractors during repairs or other works on property;
  - c. Rendering accounts on rental of property;
  - d. Assisting with the completion of tax and property declarations on behalf of owner.
  - e. Managing insurance claims related to property damage;
25. On or about November 2014, Yip and [Owner 2] entered into a Property Management Agreement for [Property 2], that required [Owner 2] to pay Yip a management fee equal to 7% plus GST of monthly revenues. As well, a commission paid by the owner to the manager equal to 50% of the first month gross revenue payable by any tenant secured or located by the Manager.
26. Mr. Yip received remuneration for the rental property management services he provided to [Property 2].
27. During the period while he was providing rental property management services to [Property 2] while licensed as a representative with Century 21 Prudential Estates Ltd., Mr. Yip failed to remit any monies collected on behalf of [Owner 2] through the brokerage trust accounts of the Century 21 Prudential Estates Ltd.
28. During the time when Mr. Yip was a licensed representative with Century 21 Prudential Estates Ltd., Mr. Yip failed to advise the managing broker that he was providing such services in regard to [Property 2].
29. On July 30, 2019, Yip emailed [Owner 2] with respect to the provision of a Form K for [Property 2]. In his email, Mr. Yip counseled [Owner 2] not to disclose his involvement with the management of [Property 2] should any employees of Century 21 Prudential make inquiries with respect to the Form K.

#### **PROPOSED FINDINGS OF MISCONDUCT**

For the sole purposes of the Proposal and based on the Facts outlined herein, Clarence Ho Yin Yip proposes the following findings of misconduct be made by the Superintendent:

1. Clarence Ho Yin Yip provided property management services while unlicensed from May 15th, 2020, to June 7th, 2020, and again from November 14, 2020, to August 19, 2021, with respect to a property located at [Property 1], Vancouver BC (“[Property 1]”) contrary to section 3(1) of RESA;
2. Clarence Ho Yin Yip, while licensed only in trading services with RA Realty Alliance Inc., provided property management services with respect to [Property 1] while unlicensed from August 20, 2021, until January 2022, contrary to section 3(1) of RESA;
3. Clarence Ho Yin Yip committed professional misconduct within the meaning of section 35 (1) of the RESA in that:
  - a. Clarence Ho Yin Yip provided rental property services from July 1, 2017 to January 17, 2018, in relation to [Property 1] while outside of his brokerage with Century 21 Real Estate Showcase (“Century 21 Showcase”) and while outside of his brokerage with Century 21 Prudential Estates (“Century 21 Prudential”), from January 17, 2018 to May 14, 2020, and June 8, 2020 to November 13th, 2020, contrary to RESA, s 7(3)(a);
  - b. Clarence Ho Yin Yip accepted remuneration in relation to property management services other than from a brokerage in relation to [Property 1] for a period of time from July 2017 until January 2022 in contravention of section 7 (3)(b) of RESA;
  - c. Clarence Ho Yin Yip failed to deliver remuneration received for rental property management services to the brokerage trust accounts of Century 21 Showcase and Century 21 Prudential from July 2017 until November 2020, in relation to [Property 1] contrary to section 27(1)(a) of RESA;
  - d. Clarence Ho Yin Yip failed to promptly pay or deliver to the brokerage with whom he was licensed, all money held or received from, for or on behalf of a principal for rental property management services to the brokerage trust accounts of RA Realty from August 20, 2021, until January 1, 2022, in relation to [Property 1] contrary to section 27(1)(a) of RESA;
  - e. Clarence Ho Yin Yip failed to inform the managing brokers at Century 21 Showcase, and Century 21 Prudential, with whom he was licensed, that he was providing real estate services related to [Property 1] contrary to Section 29(2) of the Real Estate Services Rules (the “Rules”).
  - f. Clarence Ho Yin Yip failed to inform the managing brokers at RA Realty, with whom he was licensed, that he was providing real estate services related to [Property 1] contrary to Section 29(2) of the Rules.
4. Clarence Ho Yin Yip committed professional misconduct within the meaning of section 35 (1) of RESA in that that:
  - a. Clarence Ho Yin Yip provided rental property services while outside of the brokerage with Century 21 Real Estate Showcase (“Century 21 Showcase”) from November 2014 to Jan 17, 2018, in relation to a property at [Property 2] in New Westminster (“[Property 2]”) and from January 17, 2018 to September 1, 2019 while outside of the brokerage with Century 21 Prudential Estates (“Century 21 Prudential”), contrary to section s 7(3)(a) RESA,.

- b. Clarence Ho Yin Yip failed to promptly pay or deliver to the brokerages with whom he was licensed, all money held or received from, for or on behalf of a principal for rental property management services relation to [Property 2] contrary to section 27(1)(a) of RESA;
  - c. Clarence Ho Yin Yip accepted remuneration in relation to property management services other than from a brokerage with whom he was licensed in relation to [Property 2] for a period of time from November 2014 until September 2019, in contravention of section 7 (3)(b) of RESA;
  - d. Clarence Ho Yin Yip failed to inform the managing brokers at Century 21 Showcase, and Century 21 Prudential, with whom he was licensed, that he was providing real estate services related to [Property 2] contrary to Section 29(2) of the Rules.
5. Clarence Ho Yin Yip committed conduct unbecoming with the meaning of section 35(2) of RESA in that he asked the property owner of [Property 2] not to disclose to an employee of Century 21 Prudential that he was providing property management services in relation to [Property 2], in an effort to obscure his involvement in providing property management services outside of his brokerage with Century 21 Prudential.

#### **PROPOSED ORDERS**

Based on the facts herein and the Proposed Findings of Misconduct, Clarence Ho Yin Yip proposes 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. Clarence Ho Yin Yip's license be suspended for not less than ninety (90) days, suspension to commence thirty (30) days from the date the Order is entered.
6. Clarence Ho Yin Yip pays a discipline penalty to BCFSA in the amount of \$40,000 within six (6) months from the date of this Order.
7. Clarence Ho Yin Yip, at his own expense, register for and successfully complete the "*Ethics – Professionalism and Principles in Practice*" as provided by the BCFSA in the time period as directed by BCFSA.
8. Clarence Ho Yin Yip pays enforcement expenses to BCFSA in the amount of \$7595 within sixty (60) days from the date of this Order.
9. If Clarence Ho Yin Yip fails to comply with any of the terms of this Order, the Superintendent may suspend or cancel Clarence Ho Yin Yip's license without further notice to them.

#### **ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT**

1. Clarence Ho Yin Yip acknowledges and understands 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. Clarence Ho Yin Yip acknowledges that he has 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 he has obtained independent legal advice or has chosen not to do so,

and that he is making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.

3. Clarence Ho Yin Yip acknowledges and is 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. Clarence Ho Yin Yip hereby waives his right to appeal pursuant to section 54 of the RESA.
5. If the Proposal is accepted and/or relied upon by the Superintendent, Clarence Ho Yin Yip will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Clarence Ho Yin Yip from making full answer and defence to any civil or criminal proceeding(s).
6. The Proposal and its contents are made by Clarence Ho Yin Yip 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 Clarence Ho Yin Yip in any civil proceeding with respect to the matter.

"Original signed by Clarence Ho Yin Yip"

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**Clarence Ho Yin Yip**

**Dated 2nd day of June, 2026**