CITATION: Browton (Re), 2026 BCSRE 209
Date: 2026-08-18
File # 19-761

BC FINANCIAL SERVICES AUTHORITY

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

AND

IN THE MATTER OF

ANTHONY SCOTT BROWTON
(166636)

AND

TONY BROWTON PERSONAL REAL ESTATE CORPORATION
(166636PC)

CONSENT ORDER

[This Order has been redacted before publication.]

RESPONDENTS:	Anthony Scott Browton, Trading Services Representative, City Realty Ltd. (doing business as RE/MAX City Realty (Gibsons))
	Tony Browton Personal Real Estate Corporation
DATE OF CONSENT ORDER:	August 18, 2026
COUNSEL:	Laura Forseille, Legal Counsel for BC Financial Services Authority Thea Hoogstraten, Legal Counsel for the Respondents

PROCEEDINGS:

On August 18, 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 Anthony Scott Browton ("**A. Browton**"), on their own behalf and on behalf of Tony Browton Personal Real Estate Corporation ("**Browton PREC**").

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

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that A. Browton and Browton PREC committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* ("**RESA**") and sections 30(a), (e), (f), (i) and (j), 31, 33, 34, 65 of the *Real Estate Services Rules* (the "**Rules**"), pursuant to section 43 of the RESA the Superintendent orders that:

1. A. Browton and Browton PREC jointly and severally pay a discipline penalty to BCFSA in the amount of $90,000.00 within three (3) months from the date of this Order;

2. A. Browton and Browton PREC jointly and severally pay enforcement expenses to BCFSA in the amount of $2,000.00 within two (2) months from the date of this Order.

If A. Browton and/or Browton PREC fail to comply with any term 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 18th day of August, 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

Attch.

File # 19-761

BC FINANCIAL SERVICES AUTHORITY

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

IN THE MATTER OF

ANTHONY SCOTT BROWTON
(166636)

AND

TONY BROWTON PERSONAL REAL ESTATE CORPORATION
(166636PC)

AND

LINSEY GAIL HULLS
(174451)

CONSENT ORDER PROPOSAL BY ANTHONY SCOTT BROWTON AND TONY BROWTON PERSONAL REAL ESTATE CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal (the "**Proposal**") is made by Anthony Scott Browton ("**A. Browton**") and Tony Browton Personal Real Estate Corporation ("**Browton PREC**") 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, A. Browton, Browton PREC, and the Superintendent have agreed upon the following facts:

1. A. Browton has been licensed under RESA as a trading services representative since June 14, 2013 and was at all material times licensed with RE/MAX City Realty (X034330) ("**RE/MAX Gibsons**"). Browton PREC was first licensed under RESA in the trading services category on February 27, 2018.
2. A Notice of Discipline Hearing in this matter was issued on September 16, 2025 and served on A. Browton and Browton PREC.
3. Neither A. Browton nor Browton PREC has any previous disciplinary history with the Superintendent.

The SCH Property

4. On March 5, 2020, RECBC received a complaint from [Complainant 1] ("**[Complainant 1]**") regarding A. Browton and Linsey Gail Hulls ("**L. Hulls**"), another trading services representative at RE/MAX Gibsons. The complaint referred to two real estate transactions, one involving a property at [Property 1], Sechelt, BC ("**[Property 1]**") and the other involving a property at [Property 2], Halfmoon Bay, BC ("**[Property 2]**").

5. On November 8, 2019, A. Browton offered a contract of purchase and sale ("**CPS**") for [Property 2] on behalf of his client [Client 1] ("**[Client 1]**"). The seller did not accept the CPS at that time.

6. Text messages on January 10, 2020 from [Client 1] to A. Browton indicated that [Client 1] had ongoing interest in purchasing [Property 2].

7. On January 13, 2020, [Complainant 1] and A. Browton discussed [Complainant 1]'s intention to purchase [Property 2]. A. Browton advised [Complainant 1] that he and L. Hulls worked together and shared commissions. [Complainant 1] met L. Hulls and A. Browton several times together, and they shared office space and marketing materials; he understood them to be working together as a real estate team.

8. On January 19, 2020, [Complainant 1] signed a BCREA Buyer Agency Acknowledgement provided by A. Browton. A Disclosure of Representation in Trading Services form of the same date indicated that A. Browton was [Complainant 1]'s designated agent.

9. On January 22, 2020, A. Browton emailed L. Hulls regarding [Property 2], attaching [Client 1]'s 2019 offer for [Property 2] and [Client 1]'s inspection reports for the property. A. Browton did not receive prior written permission from [Client 1] to disclose this confidential information to L. Hulls.

10. On January 27, 2020, A. Browton sent multiple emails to [Complainant 1] and L. Hulls about [Property 2]. He advised [Complainant 1] that L. Hulls would need a certificate of incorporation and shareholder declaration of the company through which [Complainant 1] intended to buy [Property 2]. He provided L. Hulls with a completed FINTRAC form and advised that he had already done a Canadian Real Estate Association form for [Complainant 1] for [Property 1]. A. [Browton] thereby represented himself to [Complainant 1] as working as part of a real estate team with L. Hulls on [Complainant 1]'s behalf as the buyer client.

11. In text messages dated January 28, 2020, A. Browton advised the listing agent for [Property 2] that [Client 1] may come back with another offer for [Property 2] in a few weeks if [Complainant 1] was not successful in purchasing the property.

12. On January 29, 2020, the listing agent advised A. Browton that if the seller's price was too high for [Client 1], the seller would be willing to do vendor financing.

13. On February 12, 2020, a CPS was accepted for [Property 2] with [Client 1] as the buyer and with A. Browton as his designated agent.

[Property 1]

14. A January 19, 2020 CPS for [Property 1] names [Complainant 1] as the buyer, with A. Browton as his designated agent. A January 26, 2020 email from A. Browton and L. Hulls to [Complainant 1] showed the accepted offer for [Property 1]. L. Hulls said she would coordinate the inspection. A. Browton thereby continued to represent himself to [Complainant 1] as working as part of a real

estate team with L. Hulls on [Complainant 1]'s behalf as the buyer client for the purposes of [Property 1] transaction.

PROPOSED FINDINGS OF MISCONDUCT

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

1. A. Browton and Browton PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that A. Browton:

    a. From approximately January to March 2020, misrepresented himself to his client, [Complainant 1], as being part of a real estate team with L. Hulls, contrary to ss. 33 and 34 (formerly ss. 3-4 and 3-5) of the Rules;

    b. Disclosed confidential information about [Client 1]'s 2019 offer on [Property 2] to [Complainant 1], contrary to s. 30(e) (formerly s. 3-3(e)) of the Rules, without an acceptable agreement to modify that duty as required by s. 31 (formerly s. 3-3.1(2)) of the Rules; and

    c. Acted as [Complainant 1]'s designated agent in the purchase of [Property 2] when he had previously provided and/or was also providing agency services to [Client 1], the eventual buyer of [Property 2], contrary to ss. 30(a), (f), (i), and (j) (formerly ss. 3-3(a), (f), (i), and (j)), s. 33 (formerly s. 3-4) and s. 65 (formerly s. 5-18) of the Rules.

PROPOSED ORDERS

Based on the facts herein and the Proposed Findings of Misconduct, A. Browton and Browton 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:

1. A. Browton and Browton PREC be jointly and severally liable for paying a discipline penalty to BCFSA in the amount of $90,000, pursuant to s. 43(2)(i) of RESA, within three (3) months of the date of this Order.

2. A. Browton and Browton PREC be jointly and severally liable for paying enforcement expenses to BCFSA in the amount of $2,000 within two (2) months of the date of this Order.

3. If A. Browton and Browton PREC fail to comply with any of the terms of this Order, the Superintendent may suspend or cancel A. Browton and Browton PREC's licence without further notice.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. A. Browton and Browton 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. A. Browton and Browton 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. A. Browton and Browton 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. A. Browton and Browton 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, A. Browton and Browton PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict A. Browton and Browton PREC from making full answer and defence to any civil or criminal proceeding(s).

6. The Proposal and its contents are made by A. Browton and Browton 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 A. Browton and Browton PREC in any civil proceeding with respect to the matter.

"Original signed by Anthony Browton"

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ANTHONY SCOTT BROWTON
on his own behalf and on behalf of
TONY BROWTON PERSONAL REAL ESTATE CORPORATION

Dated 17th day of August, 2026