



Report from Council

April 2004 Volume 39, No. 5

Dealing with the Assignment of Contracts

Licensees, from time to time, will be involved in situations where Buyers wish to assign their rights in a Contract of Purchase and Sale to other parties, especially in a rising real estate market where they can re-sell the property at a higher price before the completion date.

This situation can arise either before or after the execution of the original contract, but in either circumstance, licensees should not use clauses such as “and/or nominee” or “and/or assignee” in the description of the buyers. Arguments could be made that contracts containing such phrases in the description of the buyer are unenforceable due to uncertainty in the identity of the buyer.

The general rule, in the absence of wording in the contract to the contrary, is that Buyers may assign their rights under the contract as long as they do not prejudice the rights of the Sellers. For example, if the Sellers are carrying the mortgage, they may not want the contract to be assigned to another party. Also, licensees should be aware whether or not GST applies as a result of the assignment.

Section 36 of the *Law & Equity Act* provides that the Seller’s consent to the assignment is not required, provided that notice in writing of the assignment is given to the Seller.

If the possibility of an assignment is contemplated at the time of entering into the original Contract of Purchase and Sale, licensees should consider the use of the

following clause in the contract:

“The Buyer reserves the right to assign this contract in whole or in part to any third party without further notice to the Seller; said assignment not to relieve the Buyer from his obligation to complete the terms and conditions of this contract should the assignee default.”

Where the Seller does not wish the Buyer to assign the contract, the following clause may be used:

“The Buyer agrees not to assign this contract in whole or in part to any third party.”

Licensees who are asked to represent an assignor (original buyer) or assignee (ultimate buyer) pursuant to a Contract of Purchase and Sale should, as a minimum, ensure that:

1. The assignor has the right to assign and the assignee has the right to receive a valid assignment by referring to the original contract;
2. A proper assignment is drafted and validly executed;
3. The seller has been given notice in writing of the assignment;
4. The identities of the parties are clear and verified (eg. proper photo identification, passport, etc., especially when the assignment involves parties with whom the seller may not be familiar);
5. The assignor’s and the assignee’s rights to the initial deposit under the original contract,

if any, are dealt with; and,

6. In the event that an assignor or assignee is a corporate party, the individual signing on behalf of the corporate entity has the authority to bind the corporation (this may involve conducting a company search and obtaining a copy of the corporate resolution allowing that individual to execute the assignment on the company’s behalf).

The Real Estate Council would like to reiterate the advice contained in the Licensee Practice Manual (pp. 213-214) that the procedures and documentation involved in assignments can be complex, and that licensees should advise all parties to seek legal advice in the drafting of effective and enforceable assignments of any Contract of Purchase and Sale. Licensees should document having provided this advice.

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STATISTICS

(APRIL 2004)

SALESPERSONS: 10,770

NOMINEES & 9.15'S: 3,363

AGENTS: 1,219

Role of the Council

The Council is a regulatory body established by the provincial government. In conjunction with the Superintendent of Real Estate, its mandate is to protect the public by enforcing the licensing and licensee conduct requirements of the *Real Estate Act*. The Council is responsible for licensing real estate agents and salespersons, enforcing entry qualifications, investigating complaints against licensees and imposing disciplinary sanctions under the *Real Estate Act*.

Report from Council

The *Report from Council* newsletter is published six times per year with a supplement called *Practice Points* issued as needed. Past issues can be found on the REALTOR Link™ web site at www.realtorlink.ca

For further information, contact:

Anthony Cavanaugh,
Communications Coordinator
acavanaugh@recbc.ca

Printed on recycled paper

A Note From the Chair

Over the years, the Council has taken many steps to ensure that both consumers and licensees have access to critical information relating to the purchase and sale of real estate. In 1993, the Council developed its "Buying a Home" and "Selling a Home" booklets as a resource for consumers and, as mentioned later in this Report, the booklets have recently undergone a significant makeover. Both booklets have been updated to reflect the *Strata Property Act* and recent changes in industry practice. Licensees wishing to have a look at the new booklets may view them under the Consumer Information button on the Council's website at www.recbc.ca

Speaking of the web, the Council has

also updated the look and content of its website. This website now receives over 15,000 unique visitors per month registering nearly 350,000 page hits. Consumers will find a "Frequently Asked Questions" section, information about filing complaints and can verify the status of licensed individuals using the Licensee Search area. As well, individuals wishing to become licensed have quick access to step-by-step information about the pre-licensing and licensing processes.

Council's website provides current licensees with useful information about licensing amendments and category changes, real estate legislation and commonly used forms. Licensees will also find a number of useful links to related websites



Barry Clark

including the Government of BC, the Financial Institutions Commission (Superintendent of Real Estate) and REALTOR Link™. On REALTOR Link™ licensees can find the Licensee Practice Manual, Office Practice Manual and past issues of the Report from Council newsletter.

Keeping up-to-date with Council information is only a click away.

*On behalf of Council,
Barry Clark, Chair*

All Advertising Must Contain the Name of the Employing Agent

The Council continues to receive complaints from both consumers and licensees with respect to licensee advertising. These complaints fall into two main types: 1) failure to include the name of the employing agent on advertising and, 2) the name of the employing agent is too small in relation to the rest of the advertisement. Licensees are reminded that **all advertising must display, prominently and in a size that is easily readable, the name of the employing agent** - ie. ABC Realty Surrey Ltd.

This policy applies to all advertising materials including, but not limited to, the following: TV ads and/or channels, all websites and web pages, email (and any other potential on-line identification, representation, promotion or solicitation), bus shelters and bus stop benches, newspaper ads, yellow pages ads, brochures, flyers, sponsorship materials and signs, billboards, stadium/arena signs, automobile signs, bus advertising, business cards, or promotional material of any sort. In the case of

radio and audio only advertising, the name of the employing agent must be clearly stated.

In assessing compliance with this policy, Council will give consideration to the prominence of the agent's name in relation to the rest of the advertisement, and the relative ease with which a consumer can determine who the employing agent is. It is further recommended that the employing agent's office phone number be included.

Office Closures

The Council office will be closed on May 24, 2004 for Victoria Day and July 1, 2004 for Canada Day.

Criminal Record Checks to be Conducted on all Reinstatement Applications Prior to Licensing

Licensees are reminded that effective April 5, 2004, the Council will be carrying out a criminal record check on all reinstatement applicants **prior** to licence issuance. A reinstatement applicant is defined as an individual who has been unlicensed for more than three (3) months. This change in policy is similar to the recent change in the criminal record check policy for first-time licence applicants.

Council currently conducts a criminal record check on reinstatement applicants, however these checks are conducted after licence issuance. If it is later discovered that an applicant failed to disclose a pending charge or previous criminal record on his or her application, a suitability hearing or other form of disciplinary action might be necessary. Accordingly, this policy is being put into place to avoid this eventuality. As a result, processing

of reinstatement applications may now take up to three weeks in order for Council to receive criminal record check results from its search provider.

If you have any questions about Council's criminal record check policy, please contact Lisa Kern or Shelly Epp at the Council office at 604-683-9664, toll-free 1-877-683-9664.

Proper Signatures Required on Contracts

Contracts of Purchase and Sale – Licensees should ensure that all Contracts of Purchase and Sale and Addendums are in writing, signed by the parties to the Contract, and properly witnessed by a person over the age of 19 who is present to witness the parties signing the document in question. Licensees must never witness a signature on a document that has not been signed in their presence but, for example, has been faxed to them with the party's signature.

Listing Contracts – If a salesperson is authorized to sign a listing contract on behalf of the agent, the salesperson should sign his or her signature where it states

XYZ Real Estate Ltd.
Listing Agent

Per: John Smith (signature) "JOHN SMITH" (printed)
Salesperson

to ensure that the contract is binding on the agent.

If the salesperson's signature is difficult to read, then he or she could print his or her name beside the signature. Licensees should ensure that the seller also signs the listing contract in front of a witness over the age of 19 and that the seller is given a true copy of the listing contract after it has been fully executed by both parties.

If the salesperson is not authorized to sign the listing contract on behalf of the agent, then he or she should ensure that the contract is signed by someone who is authorized to sign on behalf of the agent before giving a copy to the seller.

The Requirement for a Separate Written Agreement

Section 16(3) of the *Real Estate Act* requires a written agreement **separate from the Contract of Purchase and Sale** in instances where a deposit is not to be held by one of the agencies involved in the transaction or in the event it is to be held by any third party. Some licensees may believe that this requirement is unnecessary given that the current "standard form" Contract of Purchase

and Sale includes a provision that "deposit will be delivered in trust to..." Inserting the name of the party (e.g. the buyer's lawyer, the developer, etc.) in this portion of the contract does not by itself satisfy the *Real Estate Act*.

The separate written agreement required by Section 16(3) is intended to ensure the fact that a real estate agent will not be holding

the deposit is brought to the attention of the parties to the transaction, rather than being one of many terms in the Contract of Purchase and Sale.

For further information with respect to deposits being held by a party other than a real estate agency, please refer to pages 45 to 47 of the Licensee Practice Manual, 5th edition.

Selling a Tenanted Residential Property in British Columbia

The *Residential Tenancy Act* (RTA) contains provisions that affect both the showing of a rental property and ending a tenancy for landlord use of property. In light of the new RTA that took effect January 1, 2004, the Residential Tenancy Branch has requested that the following information be disseminated to licensees.

Showing the Property

The period of written notice a landlord may give for access to the property changed January 1, 2004. The landlord can now provide written notice at least 24 hours and not more than 30 days before the entry, including the following information:

- the purpose for entering, which must be reasonable, and
- the date(s) and time(s) of entry, which must be between 8 a.m. and 9 p.m. unless the tenant otherwise agrees.

A landlord can give notice setting out a reasonable schedule of viewing times for an upcoming period. However, the RTA also sets out a tenant's rights to reasonable privacy and freedom from unreasonable disturbance. It is clearly not reasonable to give notice that permits a property to be shown daily from 8 a.m. to 9 p.m. for a three-week period. The use of lockboxes for tenanted properties is also contrary to the Act. It is preferable if the landlord and tenant can agree to a schedule of viewing times. If not, the tenant's rights must be taken into consideration in establishing a reasonable schedule.

Ending a Tenancy for Landlord Use of Property

A purchaser may wish to end an existing tenancy in order to move into the property, or put it to some other use. The RTA requires that two months' notice be given, by the

landlord, on or before the end of a rental payment period to take effect at 1 p.m. on the last day of a subsequent rental payment period. For example, if rent is paid on the 1st of the month, a notice received on February 28th takes effect on April 30th. When the notice can be given, and who can give the notice, depends on the purpose to which the purchaser intends to put the property.

If a purchaser, or a close family member, intends to occupy the property, and all conditions on which the sale depends have been satisfied, the purchaser can ask the seller, in writing, to give a two-month notice. A close family member is defined as the purchaser's father, mother, spouse or child, or the father, mother or child of the purchaser's spouse. Purchasers should not require that such a notice be given as a condition of sale, as the seller cannot issue the notice until all conditions have been removed. Such a notice may take effect before or after the date the property transfers.

If the purchaser wishes to end the tenancy to put the property to some other use, the purchaser must wait until title has been transferred, and the purchaser has obtained all the necessary permits and approvals required by law, before the two-month notice is issued.

The purchaser may end the tenancy if he or she intends, in good faith, to:

- demolish the rental unit;
- renovate or repair the rental unit in a manner that requires the unit to be vacant;
- convert the property to strata lots under the *Strata Property Act*, or into a non-profit housing cooperative under the *Cooperative Association Act*;
- convert the rental unit for use by a resident manager or caretaker; or,
- convert the property to a non-residential use.

Tenant's Rights on Receiving Notice for Landlord Use of Property

A landlord who gives a tenant notice ending the tenancy for landlord use must pay the tenant, on or before the effective date of the notice, the equivalent of one month's rent as compensation. The landlord may choose to offer the tenant one month rent free, rather than collecting the rent and returning it to the tenant as compensation. As it will always be the seller who issues the notice, the seller is responsible for paying compensation to the tenant, even if title has transferred to the purchaser before the date on which the notice takes effect (i.e., the date the tenant must vacate).

This is an issue that the parties may wish to address in the contract of sale, and/or deal with in the settlement at closing.

If the purchaser does not occupy the property as a residence, or put the property to the designated use, for at least 6 months beginning within a reasonable period after the effective date of the notice, the tenant is entitled to an additional two months' rent as compensation. A good faith intent to put the property to the planned use is not a defense — the action must be taken. It is the purchaser who is responsible for paying the tenant the additional two months' rent if the notice was given at the purchaser's written request, even if the tenancy ended before title was transferred.

A tenant who receives a notice for landlord use of the property may, at any point during the period of notice, end the tenancy early by giving the landlord at least 10 days' written notice and paying the landlord, on the date the tenant's written notice is given, the proportion of the rent due to the effective date of the tenant's notice. If the tenant has already paid rent beyond that date, the landlord must

refund any rent paid for the period after the effective date of the tenant's notice. The giving of a 10-day notice by the tenant does not relieve the landlord of the obligation to pay the equivalent of one month's rent as compensation to the tenant, or the purchaser of the obligation to pay the two months' rent as additional compensation to the tenant if applicable.

Giving Notice on a Fixed Term Tenancy

During a fixed term tenancy, neither the landlord nor the tenant may end the tenancy except for cause or by agreement of both parties. If the tenancy is for a fixed term, notice ending the tenancy for landlord use cannot take effect before the end of the fixed term. If the fixed term tenancy specifies that the tenant will move out at the end of the tenancy, it is not necessary that the tenant be given notice. If no notice is given, the tenant is not entitled to one month's rent as compensation.

A tenant in a fixed term tenancy cannot, during the fixed term, give the landlord a minimum 10-day notice to end the tenancy early. If the tenancy is one that converts to a month-to-month tenancy at the end of the fixed term, and the landlord's notice takes effect after the end of the fixed term, the tenant can give a minimum 10-day notice at any time after the fixed term has ended.

Security & Pet Damage Deposits

The obligations of a landlord under the Act with respect to a security deposit or a pet damage deposit run with the land or reversion. That means that a purchaser assumes responsibility for any deposits held on the property at the time of sale. Those obligations include paying interest at the rate established in the Residential Tenancy Regulation when a deposit is returned at the end of the tenancy. The parties may wish to address the transfer of deposit(s) in the contract of sale and/or the closing settlement.

Note: The issue of debts associated with residential property is important. Parties should ensure that their counsel consider such issues carefully and address them fully in their Contract of Purchase and Sale, or to deal with them fully at closing.

For more information . . .

Visit the B.C. Government Web site: www.gov.bc.ca (type 'rto' in the search bar).

Call RTO's 24 Hour Recorded Information Line. In the Lower Mainland: 604 660-1020. Elsewhere in B.C.: 1 800 661-4886.

E-mail, visit or call the RTO nearest you:

- Lower Mainland North

400 - 5021 Kingsway Avenue, Burnaby, BC V5H 4A5

Phone: 604 660-3456 Fax: 604 660-2363

E-mail: SGRTOBurnaby@gems9.gov.bc.ca

- Lower Mainland South

10009 - 136A Street, Surrey, BC V3T 4G1

Phone: 604 660-3456 Fax: 604 930-3615

E-mail: SGRTOsurrey@gems4.gov.bc.ca

- Vancouver Island

1st Floor, 1019 Wharf Street, Victoria, BC V8V 1X4

Phone: 250 387-1602 Fax: 250 356-7296

E-mail: SGRTOVictoria@gems7.gov.bc.ca

- Interior and North

201 - 1726 Dolphin Avenue, Kelowna, BC V1Y 9R9

Phone: 250 717-2000 Fax: 250 717-2021

E-mail: SGRTOKelowna@gems3.gov.bc.ca

- Elsewhere in B.C. call 1 800 665-8779. If there is no Residential Tenancy Office in your community, contact your local Government Agents Office or BC Access Centre through Enquiry BC:

- in Victoria call 250 387-6121

- in the Lower Mainland call 604 660-2421

- elsewhere in B.C. call 1 800 663-7867

- outside B.C. call 604 660-2421

New Notice to End and Residential Tenancy Form Now in Use

The Residential Tenancy Office (RTO) reminds landlords and property managers that they should be using the new **Notice to End a Tenancy** form. A transition period was allowed for Notices to End given for reasons other than non-payment of rent, but that

period is now over.

It has been determined that a transition period was not appropriate if the Notice was issued for non-payment of rent. This is due to the substantive changes contained in the new

Residential Tenancy Act and *Manufactured Home Park Tenancy Act* that are not reflected in the old form. Further information and copies of the new Notice to End a Tenancy form is available on the RTO website at www.pssg.gov.bc.ca/rto

Council Launches Updated Website

The Council recently launched a newly remodeled version of its popular public website - www.recbc.ca. The site features an updated look that closely resembles Council's new Buying/Selling a Home booklets. In addition, the site features new intuitive navigation to make it easier to get around.

The most popular features of the site have been maintained including the Licensee Search, Registration Information, licence upgrade information and Council's popular consumer Buying/Selling a Home in British Columbia booklets. Council has also posted the most commonly used forms including the Section 38 Notice and Disclosure Form for licensees who are purchasing real estate for themselves. If you haven't visited the Council's site in a while, please take a minute to have a look.



New Consumer Booklets Available

The Council recently revised its Buying/Selling a Home in BC booklets with updated content and gave the booklets a new, modern design. The booklets are available from most real estate boards/associations throughout the province as well as from the Council office.

In order to cover basic printing expenses, the price of the booklets ordered from the Council office is \$1.00 each including taxes. The Council has also posted copies of the booklets on its website at www.recbc.ca

Licensees wishing to order copies of the booklets from the Council must either submit a cheque made payable to the Real Estate Council of BC or complete the Credit Card Payment form available on Council's website. For further information, please contact Anthony Cavanaugh at the Council office at 604-683-9664 or toll-free 1-877-683-9664.



Disciplinary Action

Since the March 2004 *Report from Council* newsletter, the following actions have been taken as a result of disciplinary hearings and Consent Orders conducted by the Council.

➤ **Complaint:** Breach of Section 31(1)(c) of the *Real Estate Act*, Section 9.12 of Regulation 75/61 under the *Act/Misconduct/Negligence/Incompetence*.

■ **Issue:** Cheryl Lynn Black, salesperson, Coldwell Banker Rosling Real Estate, Nelson, (a) misconducted herself within the meaning of Section 31(1)(c) of the *Real Estate Act* in that, in five (5) instances, she signed the name of a seller to a listing contract without their authorization;

(b) was negligent within the meaning of Section 9.12 of Regulation 75/61 under the *Act* in that, in five (5) instances, she failed to ensure that the registered owners of properties signed the listing agreements and failed to adequately explain to some or all of the owners the basis for which she had them sign the signature authorization forms after she had already signed their names to listing contracts without their authorization;

(c) was incompetent within the meaning of Section 9.12 of Regulation 75/61 under the *Act* in that she failed to witness the signature of one of the owners of a property on a listing contract when the owner was not in her presence when she signed the contract.

✍ **Penalty:** Cheryl Lynn Black was suspended for 100 days, from April 7 to July 15, 2004 (inclusive). In addition, as a condition of continued licensing, she was ordered to successfully complete Chapter 10 (The Law of Contract) and Chapter 12 (Law of Agency) in the Real Estate Salesperson's Pre-Licensing Course and that she attend, in person, and successfully complete the Applied Real Estate Course. Ms. Black was ordered to

pay hearing costs in the amount of \$6,000.

The Hearing Committee's decision had been to suspend Ms. Black for 120 days, successful completion of the remedial education outlined above, and the payment of hearing costs as outlined above. Ms. Black appealed the Hearing Committee's decision to the Commercial Appeals Commission which reduced the suspension from 120 days to 100 days, but upheld the education requirements and the payment of the hearing costs.

➤ **Complaint:** Breach of Sections 3(1) and 16(2) of the *Real Estate Act*

■ **Issue:** Parminder Sidhu, salesperson, Royal Group Tapestry Realty, Surrey, as admitted, breached Section 3(1) of the *Real Estate Act* in that he was acting as an agent without a valid agent's licence by conducting property management services through an unlicensed company, independent of his employing agent. He also breached Section 16(2) of the *Real Estate Act* in that he failed to pay or deliver to his agent all money held for or received on behalf of property management clients for deposit into the trust account of the agent.

✍ **Penalty:** Parminder Sidhu was suspended for twenty-one (21) days, from April 14 to May 4, 2004 (inclusive) for the breaches described above after an Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver was entered into between the Real Estate Council and Mr. Sidhu and a Consent Order was issued. As a condition of continued licensing, he must successfully complete Chapter 2 (The *Real Estate Act* and The Code of Ethics and Standards of Business Practice) of the Real Estate Salesperson's Pre-Licensing Course and to enrol in and attend the first available "Professionalism it Pays! Be Safe or Be Sued" Course. In addition, he was

ordered to pay costs in the amount of \$400.00.

➤ **Complaint:** Breach of Section 36 of the *Real Estate Act*, Section 9.12 of Regulation 75/61/Incompetence

■ **Issue:** Thomas Michael Kilik, salesperson, Prudential Sterling Realty, Burnaby, had


(i) breached Section 36 of the *Real Estate Act* in that before assisting a seller in the sale of property he did not adequately disclose to the seller the nature of his assistance in the transaction, whether he would be paid for his services and by whom;

(ii) was incompetent within the meaning of Section 9.12 of Regulation 75/61 under the *Act* in that he failed to turn in the subject Contract of Purchase and Sale to his employing agent.

✍ **Penalty:** Thomas Michael Kilik was reprimanded and, as a condition of continued licensing, ordered to successfully complete Chapter 12 (The Law of Agency) in the Real Estate Salesperson's Pre-Licensing Course. In addition, and also as a condition of continued licensing, hearing costs in the amount of \$2,000 were assessed.

➤ **Complaint:** Breach of Sections 45 and 46 of *Real Estate Act*, Section 9.12 of Regulation 75/61/Negligence

■ **Issue:** Andrew Erwin Rzepka, salesperson, Multiple Realty Ltd., Vancouver, as admitted, was negligent within the meaning of Section 9.12 of Regulation 75/61 under the *Real Estate Act* in that he requested a prospective seller to enter into an agreement for the payment to the licensee of commission or other remuneration based on the difference between the price that the real estate was listed for sale and the actual sale price of it, contrary to Sections 45 and 46 of the *Real Estate Act*.



Penalty: Andrew Erwin Rzepka was reprimanded for negligence as described above after an Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver was entered into between the Real Estate Council and Mr. Rzepka and a Consent Order was issued. In addition, as a condition of continued licensing, he is required to successfully complete Chapter 2 (The *Real Estate Act* and The Code of Ethics and Standards of Business Practice) of the Real Estate Salesperson's Pre-Licensing Course as well as to enrol in and attend the first available course "Professionalism it Pays! Be Safe or Be Sued".

➤ **Complaint:** Breach of Section 9.12 of Regulation 75/61 under the *Real Estate Act*/Negligence

■ **Issue:** Robert Britch, salesperson, Re/Max Real Estate Services, Vancouver, as admitted, was negligent within the meaning of Section 9.12 of Regulation 75/61 under the *Real Estate Act* in that he, as the salesperson for the buyer:

(i) failed to advise the seller and/or his listing agent in a timely fashion that he had not received the buyer's deposit within 24 hours of acceptance;

(ii) failed to submit the subject transaction to his agent in a timely manner.

Penalty: Robert Britch was reprimanded for negligence as described above after an Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver was entered into between the Real Estate Council and Mr. Britch and a Consent Order was issued.

➤ **Complaint:** Breach of Section 9.12 of Regulation 75/61 under the *Real Estate Act*/Negligence

■ **Issue:** Glenn Brien Nicholls, agent 9.15, Pemberton Holmes Ltd., Victoria who, while licensed as an agent 9.15 with Prudential Wessex Realty, Victoria, failed to ascertain whether the septic system had received final approval and authorization as to its operation.

Penalty: Glenn Brien Nicholls was reprimanded for negligence as described above after an Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver was entered into between the Real Estate Council and Mr. Nicholls and a Consent Order was issued. In addition, as a condition of

continued licensing, he is required to enrol in and attend the first available Legal Update Course, failing which the Council will request his nominee to surrender the licence forthwith without further notice to Mr. Nicholls.

➤ **Complaint:** Breach of Section 9.12 of Regulation 75/61 under the *Real Estate Act*/Negligence

■ **Issue:** Robin Hodgson, currently unlicensed who, while licensed as nominee for Coldwell Banker First Shawnigan Mill Bay Realty, Shawnigan Lake, as admitted, was negligent within the meaning of Section 9.12 of Regulation 75/61 under the *Real Estate Act*, in that he represented to the buyers' agent that the septic system had been approved, believing it to be true, when he ought to have known that it was untrue.

Penalty: Robin Hodgson was reprimanded for negligence as described above after an Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver was entered into between the Real Estate Council and Mr. Hodgson and a Consent Order was issued. In addition, as a condition of relicensing, he is required to enrol in and attend the first available Legal Update Course.