

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

**AND**

**IN THE MATTER OF**

**TIM SEO  
(163588)**

**AND**

**TIM SEO PERSONAL REAL ESTATE CORPORATION  
(163588PC)**

**CONSENT ORDER**

**RESPONDENTS:** Tim Seo, trading representative, 1<sup>st</sup> West Realty Inc. dba Sutton Group  
– 1<sup>st</sup> West Realty

Tim Seo Personal Real Estate Corporation

**DATE OF CONSENT  
ORDER:** April 7, 2021

**CONSENT ORDER  
REVIEW COMMITTEE:** Y. Amlani, Chair  
B. Chisholm  
R. Hanson

**COUNSEL:** Elizabeth Allan, Legal Counsel for the Real Estate Council of BC  
Scott Twining, Legal Counsel for Tim Seo and Tim Seo Personal Real  
Estate Corporation

**PROCEEDINGS:**

On March 17, 2021, the Consent Order Review Committee (“CORC”) resolved to accept the Consent Order Proposal (the “Proposal”) submitted by Tim Seo (“Mr. Seo”) on his own behalf and on behalf of Tim Seo Personal Real Estate Corporation (“Seo PREC”).

**WHEREAS** the Proposal, a copy of which is attached hereto, has been executed by Mr. Seo on his own behalf and on behalf of Seo PREC.

**NOW THEREFORE**, having made findings as proposed in the attached Proposal, and having found that Mr. Seo and Seo PREC committed professional misconduct within the meaning of section

35(1)(a) of the *Real Estate Services Act* (“RESA”) and sections 3-2(2), 3-3(a), 3-3(d), 3-3(f), 3-3(h), 3-3(i), 3-3(j), 3-4, 5-1(3), 5-1(4), 5-10, and 5-11(2) of the Rules made under the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Mr. Seo and Seo PREC’s licences be suspended for four (4) months.
2. Mr. Seo be prohibited from acting as an unlicensed assistant during his licence suspension period.
3. Mr. Seo and Seo PREC be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$20,000 within three (3) months from the date of this Order.
4. Mr. Seo and Seo PREC’s licenses include a condition requiring enhanced supervision by a managing broker for a period of not less than two (2) years following the end of their licence suspension period, as more particularly described in Schedule 1 to the Proposal.
5. Mr. Seo and Seo PREC be jointly and severally liable to pay enforcement expenses to the Council in the amount of \$1,500 within two (2) months from the date of this Order.
6. If Mr. Seo and Seo PREC fail to comply with any of the terms of this Order, a discipline committee may suspend or cancel their licences without further notice to them.

Dated this 7<sup>th</sup> day of April 2021 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

\_\_\_\_\_  
“YASIN AMLANI”  
Yasin Amlani, Chair  
Consent Order Review Committee

Attch.

**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*  
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**IN THE MATTER OF**

**TIM SEO  
(163588)**

**AND**

**TIM SEO PERSONAL REAL ESTATE CORPORATION  
(163588PC)**

**CONSENT ORDER PROPOSAL BY TIM SEO AND TIM SEO PERSONAL REAL ESTATE CORPORATION**

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**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Tim Seo ("Mr. Seo") on his own behalf and on behalf of Tim Seo Personal Real Estate Corporation ("Seo PREC") to the Consent Order Review Committee ("CORC") of the Real Estate Council of BC (the "Council") pursuant to section 41 of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, Mr. Seo on his own behalf and on behalf of Seo PREC and the Council have agreed upon the following facts:

1. Mr. Seo (163588) has been continuously licensed as a representative for trading since February 3, 2012.
2. Mr. Seo became licensed as Seo PREC (163588PC) on December 5, 2014.
3. Mr. Seo and Tim Seo PREC were at all relevant times licensed as representatives for trading with 1<sup>st</sup> West Realty Inc. dba Sutton Group - 1<sup>st</sup> West Realty (the "Brokerage") in Coquitlam, British Columbia.
4. This matter relates to Mr. Seo's conduct with respect to the purchase and sale of the business assets of a commercial property (the "Restaurant") located in a building in Surrey, British Columbia (the "Surrey Property") in 2017.
5. In late 2015 and early 2016, Mr. Seo acted as agent for the owners of the Surrey Property, HJ and DJ, who also owned and operated the Restaurant, and who wanted to sell the building. Mr. Seo/ Seo PREC advertised the Surrey Property for sale as follows:

Decent rental income with development potential at the core area in Surrey north near Guilford Mall. Must be sold together with XXXXX XXXX and it becomes 1.S Acre (XXXXX

XXX has 0.37 Acre). Currently a very busy successful business is being run and the triple net rental income to be \$400,000 per year with XXXXX XXX Ave and the lease is for 5 + 5 years. 2.5 FAR to be considered for Multiple Family Designation by the due process for rezoning and development permit. Must Check!!!

6. On February 15, 2016, Mr. Seo acted as a witness to a three-year lease between a prospective new owner of the Surrey Property, [G] Construction Ltd., and DJ and HJ (the "Lease"), commencing July 15, 2016, which was the lease which applied at all material times in this matter. Mr. Seo provided his signature as a witness immediately below a demolition clause which stated:

14.11 Demolition, Substantial Renovation

Notwithstanding any other provision of this Lease, the Landlord in its sole and unfettered discretion, at any time during the Term, may terminate this Lease upon giving the Tenant not less than 180 days' notice of such termination if it is the Landlord's intention to demolish all or part of the Premises. At the end of such notice the Tenant shall forthwith vacate the Premises in accordance with the terms of this Lease. The Tenant will not be entitled to any compensation or damages from the Landlord as a result of the Landlord exercising its right under this section.

7. HJ and DJ cancelled Mr. Seo and Seo PRE C's listing in March 2016, and completed the sale of the Surrey Property without using a real estate agent. HJ and DJ continued to own and operate the Restaurant.
8. On March 30, 2017, the City of Surrey received a development application for the Surrey Property for a "Development Permit to permit the development of 2 mixed-use residential towers in Guilford Town Centre".
9. On May 27, 2017, DJ and HJ entered into a multiple listing contract with the Brokerage for the sale of the Restaurant. Mr. Seo and Seo PREC were the designated listing agents in this contract.
10. In entering into an agency relationship with Mr. Seo and Seo PREC, HJ and DJ informed Mr. Seo that the new owner was intending to develop the Surrey Property and they wanted to sell the Restaurant at a discount because their current lease would not be extended. Mr. Seo accepted the listing with this knowledge.
11. Mr. Seo advertised the Restaurant for sale as follows:

Well established popular and lucrative Japanese restaurant for sale due to owner's move. Over \$4,000 daily sales from 150 seats at 5,000 sqft free standing building in about 16,000 sqft lot with ample parking space in Surrey. Over 10 years successful business by one owner. All staffs are self managed by the senior staff and easy operation. Must Check & Price set to Sell!!!

12. The Brokerage's file for this transaction contains three undated Working With a Realtor Brochures signed by HJ and DJ and Seo PREC: one which states that HJ and DJ were in a customer relationship with Seo PREC; and the other two which state that they were in a client relationship under Designated Agency, one of those which has some language deleted in the

Brochure. It is unclear when these documents were signed. Mr. Seo did not adequately explain the nature of his relationship with HJ and DJ.

13. On June 10, 2017, Mr. P saw an advertisement for the sale of the Restaurant and contacted Mr. Seo. They arranged to meet on June 11, 2017, to discuss the Restaurant. During this meeting, Mr. Seo made representations about the Restaurant and its desirability and profitability as a business.
14. Mr. P left that meeting with instructions to Mr. Seo to prepare an offer for him to purchase the Restaurant.
15. Mr. Seo did not properly explain or document his relationship with Mr. P, or explain his relationship with DJ and HJ, to Mr. P.
16. Just prior to or shortly after the June 11, 2017 meeting with Mr. P, Mr. Seo attended at City Hall to inquire about the possibility of development for the Restaurant site. As a result of this visit, Mr. Seo learned that the Surrey Property would not be developed during the term of the applicable lease. Mr. Seo states that he did not become aware of the development application which was on file at that time.
17. On or about June 12, 2017, Mr. Seo prepared a contract of purchase and sale for the Restaurant on behalf of Mr. P (the "Offer"), which Mr. P signed later that day. The material terms of the Offer were as follows:

Price:	\$280,000
Deposit:	\$15,000 within one business day of acceptance and \$15,000 within one business day of subject removal
Subject Removal:	June 21, 2017
Subjects:	The buyer approve the lease, which should be provided by the seller within three days of acceptance The approval of the landlord for the buyer
Completion:	July 12, 2017
Possession:	July 13, 2017

18. The Offer was silent on agency disclosure.
19. On the morning of June 13, 2017, Mr. Seo wrote to the owner of the Surrey Property and stated, among other things:

*We received an offer from other prospective tenant of [Restaurant] as the current restaurant owner, [Mr. J] wants to make a visit to Korea.*

*If you develop the property, you might notify them 6 months in advance for demolition.  
([Mr. JJ] is selling the restaurant at a cheap price too.)*

*If you instruct me to proceed, could I request your lawyer for the process? The subject removal is next Wednesday and completion is July 12, 2017. Please advise.*

[Translated from Korean]

20. The owner of the Surrey Property eventually instructed Mr. Seo to proceed.
21. In the afternoon or evening of June 13, 2017, DJ and HJ accepted the Offer (the "Contract"). Mr. P paid a deposit of \$15,000 in accordance with the Contract.
22. Mr. Seo did not provide Mr. P with a copy of the Lease on or before June 16, 2017 (i.e. to be approved within three days of acceptance}, as contemplated by the Contract.
23. On June 19, 2017, Mr. Seo, HJ, Mr. P and two of Mr. P's business associates met at the Brokerage to discuss the Restaurant. Mr. P expressed a concern to Mr. Seo and HJ that the building where the Restaurant would be located would be demolished. Mr. Seo disclosed to Mr. P that the building could not be demolished without an application to the City which would involve increasing the density of the property from the current floor area ratio ("FAR") of 2.5 to a FAR of 5.0. Mr. Seo provided Mr. P with a copy of the Guilford Town Centre Densities issued by the City of Surrey to support these statements. Mr. Seo further advised Mr. P that based on Mr. Seo's inquiries with the City there was no potential for redevelopment of the property within the remaining 20 months of the lease.
24. Mr. Seo did not advise Mr. P to seek independent legal advice about the possibility of demolition, either during the term of the lease or thereafter.
25. On June 21, 2017, the day of subject removal, Mr. Seo provided Mr. P with a document that Mr. Seo already had in his possession as a result of his previous agency with HJ and DJ, which was a three-page "Commercial Lease Agreement", dated February 8, 2016, between [G] Construction Ltd., the new owner of the Surrey Property, and a company, not HJ and DJ, which was not executed by the new owner of the Surrey Property. This document did not contain a demolition clause.
26. Mr. Seo did not ask HJ and DJ for a copy of the applicable lease to provide to Mr. P or otherwise provide a copy of the Lease to Mr. P prior to subject removal. Mr. Seo admits that he inadvertently sent Mr. P an earlier version of the lease and that he neglected to send him the current lease containing the demolition clause.
27. Mr. P was satisfied by the lease documentation provided by Mr. Seo and Mr. Seo's representations with respect to demolition. On June 21, 2017, Mr. P removed subjects and paid an additional deposit of \$15,000 in accordance with the Contract.
28. On June 22, 2017, Mr. Seo and HJ and DJ entered into a commission agreement whereby HJ and DJ would pay Mr. Seo 6% of the sale price as a commission upon completion of the sale of the Restaurant (the "Commission Agreement"). Mr. Seo says at this time it became a customer relationship but he never had HJ and DJ terminate the multiple listing contract or properly

explained the change in the nature of their relationship. Mr. Seo never informed Mr. P of his commission under the multiple listing contract or the Commission Agreement.

29. On June 26, 2017, Mr. P's lawyer, MH, wrote to Mr. Seo to request copies of the contract of purchase and sale and the current lease, among other things. After Mr. Seo sent the documents, MH informed Mr. Seo that he needed a fully endorsed copy of the lease. Mr. Seo then emailed the lawyer for HJ and DJ, Mr. H, and asked him for a copy of the current lease.
30. On June 27, 2017, Mr. H provided Mr. Seo with a copy of the Lease, which Mr. Seo provided to Mr. P later that day.
31. On July 7, 2017, Mr. Seo contacted Mr. P and informed him that the owner of the Surrey Property would no longer agree to lease to Mr. P as she was going to develop the property.
32. On July 8, 2017, Mr. Seo provided Mr. P with a release of deposit form.
33. On July 25, 2017, Mr. P made a complaint to Council.
34. On September 7, 2017, Mr. P returned the signed release of deposit form to Mr. Seo. Later that day, Mr. Seo's Managing Broker became aware of the situation for the first time when Mr. P met with him and informed him that he had signed the release and returned it to Mr. Seo but had not received his deposit back.
35. On September 8, 2017, Mr. Seo's Managing Broker requested that Mr. Seo return the release form to the Brokerage, which he did on September 10, 2017.
36. On September 11, 2017, the Brokerage issued a cheque to Mr. P in the amount of \$30,000.
37. In or about September 2017, Mr. P's business partner or a company that he controlled, purchased the Restaurant directly from HJ and DJ.
38. On October 31, 2018, Mr. Seo wrote to Council and denied that he was ever in an agency relationship with HJ and DJ or Mr. P and stated that this was why there was no agency designation in the Contract.
39. On June 17, 2020, Council issued a Notice of Discipline Hearing and served it on Mr. Seo on his own behalf and on behalf of Seo PREC.
40. On September 22, 2020, Mr. Seo once again wrote to Council and denied that there was a listing agreement or agency relationship with HJ and DJ.
41. On October 19, 2020, Mr. Seo produced to Council, for the first time, a copy of the Commission Agreement. The Commission Agreement was not present in the Brokerage's file for this transaction.
42. On January 29, 2021, Council issued an Amended Notice of Discipline Hearing and served it on Mr. Seo on his own behalf and on behalf of Seo PREC.

## Prior Discipline

43. Mr. Seo has a previous disciplinary history with Council, specifically a six (6) month suspension as a result of a Consent Order reached in files 15-537 and 16-086, which expires on February 10, 2021.

## **PROPOSED FINDINGS OF MISCONDUCT**

For the sole purposes of the Proposal and based on the Facts outlined herein, Mr. Seo and Seo PREC propose the following findings of misconduct be made by the CORC:

1. You committed professional misconduct within the meaning of section 35(l)(a) of the RESA in relation to the 2017 purchase and sale of the business assets of a commercial property located at XXXXX XXX Avenue in Surrey, British Columbia (the "Property") when you:
  - a. entered into two separate relationships with the sellers of the Property (the "Sellers") without fully explaining the nature of the representation being provided, contrary to section 5-10 *[disclosure of representation in trading services]* of the Rules and failed to properly document these relationships, contrary to section 3-4 *[duty to act honestly and with reasonable care and skill]* of the Rules;
  - b. entered into a relationship with the buyer of the Property (the "Buyer") without fully disclosing the nature of the representation being provided when you prepared, presented and provided advice to him on an offer dated June 12, 2017 that stated the Sellers and the Buyer had no agency relationship in circumstances where you were representing both the Sellers and the Buyer, contrary to section 5-10 *[disclosure of representation in trading services]* of the Rules and failed to properly document this relationship, contrary to section 3-4 *[duty to act honestly and with reasonable care and skill]* of the Rules;
  - c. entered into a commission agreement with the Seller, dated June 22, 2017, which was non-compliant with section 5-1(3) *[completion and content requirements]* and (4) *[specific content requirements]* of the Rules in that it was not signed by an authorized signatory of the brokerage and did not clearly state all terms and conditions of the agreement, the duration of the agreement, a general description of services to be provided or contain a provision respecting the use and disclosure of personal information and failed to disclose this remuneration arrangement to the Buyer contrary to section 5-11(2) *[disclosure of remuneration]* of the Rules;
  - d. failed to provide the Buyer with the applicable lease upon request, which was a subject of the Contract of Purchase and Sale for Business Assets dated June 12, 2017, and instead provided the Buyer with a lease assignment attaching a lease which was not fully executed and did not contain a demolition clause, when you knew or ought to have known that the applicable lease contained a demolition clause as you had been a witness to that lease for the Sellers, contrary to sections 3-3(h) *[use reasonable efforts to discover relevant facts]* and 3-4 *[duty to act honestly and with reasonable care and skill]* of the Rules;
  - e. failed to advise the Buyer to seek independent professional advice concerning the potential development of the site, contrary to section 3-3(d) *[advise the client to seek independent professional advice on matters outside the expertise of the licensee]* of the Rules and made



representations to the Buyer that there was no scheduled demolition when you knew or ought to have known that an application for development of the site had been made and that there was a demolition clause in the lease, and knew that the owner may want to develop the Property, contrary to sections 3-3(f) *[disclose to the client all known material information]*, 3-3(h) *[use reasonable efforts to discover relevant facts]* and 3-4 *[duty to act honestly and with reasonable care and skill]* of the Rules;

- f. acted in a conflict of interest contrary to sections 3-3(a) *[act in the best interests of the client]*, 3-3(i) *[take reasonable steps to avoid any conflict of interest]* and 3-3(j) *[if a conflict of interest does exist, promptly and fully disclose the conflict to the client]* of the Rules; and
- g. failed to keep your managing broker informed of the real estate services being provided, and other activities being performed, on behalf of the Brokerage, contrary to section 3-2(2) *[keeping managing broker informed]* of the Rules.

### **PROPOSED ORDERS**

Based on the Facts herein and the Proposed Findings of Misconduct, Mr. Seo and Seo PREC propose that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the CORC, pursuant to section 43 of the RESA:

1. Mr. Seo and Seo PREC's licences be suspended for four (4) months.
2. Mr. Seo be prohibited from acting as an unlicensed assistant during his licence suspension period.
3. Mr. Seo and Seo PREC be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$20,000 within three (3) months from the date of this Order.
4. Mr. Seo and Seo PREC's licences include a condition requiring enhanced supervision by a managing broker for a period of not less than two (2) years following the end of their licence suspension period, as more particularly described in Schedule 1 to this Order.
5. Mr. Seo and Seo PREC be jointly and severally liable to pay enforcement expenses to the Council in the amount of \$1,500 within two (2) months from the date of this Order.
6. If Mr. Seo and Seo PREC fail to comply with any of the terms of this Order, a discipline committee may suspend or cancel their licences without further notice to them.

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

1. Mr. Seo and Seo PREC acknowledge and understand that the Council may refer or decline to refer the Proposal to the CORC. If the Proposal is referred to the CORC, it may be accepted or rejected by the CORC. If the Proposal is rejected by the CORC, the matter may be referred to a disciplinary hearing.
2. Mr. Seo and Seo 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 CORC; 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. Mr. Seo and Seo PREC acknowledge and are aware that the Council will publish the Proposal and the Consent Order or summaries thereof in its Report from Council newsletter, on the Council's website, on CanLII, a website for legal research and in such other places and by such other means as the Council in its sole discretion deems appropriate.
4. Mr. Seo and Seo PREC acknowledge and are aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the RESA, to appeal any decision of the Council, including any Consent Order made by the Council in relation to this matter.
5. Mr. Seo and Seo PREC hereby waive their right to appeal pursuant to section 54 of the RESA.
6. If the Proposal is accepted and/or relied upon by the Council, Mr. Seo and Seo PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Mr. Seo or Seo PREC from making full answer and defence to any civil or criminal proceeding(s).
7. The Proposal and its contents are made by Mr. Seo and Seo 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 Mr. Seo and Seo PREC in any civil proceeding with respect to the matter.

“TIM SEO”

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Tim Seo on his own behalf and on behalf of Tim  
Seo Personal Real Estate Corporation

Dated 8 day of February, 2021

## SCHEDULE 1

- 1) Tim Seo and Seo PREC's licences will be restricted to Planet Group Realty or another brokerage acceptable to the Council (the "Brokerage") for a period of not less than two (2) years following the reinstatement of their licences (the "Conditional Licence Period").
- 2) During the Conditional Licence Period, Tim Seo and Seo PREC must remain under the direct supervision of a managing broker of the Brokerage who is acceptable to the Council, and who has confirmed in writing to the Council that he has read these conditions, is aware of his duties under these conditions, and agrees to accept these duties (the "Managing Broker").
- 3) These conditions are in addition to Tim Seo, Seo PREC's and the Managing Broker's obligations under the Real Estate Services Act ("RESA"), and the Regulations, Rules and Bylaws made under the RESA (together, the "Legislation"). The Council, Tim Seo and Seo PREC have agreed upon these additional conditions of supervision. The Managing Broker may impose his own additional conditions to ensure that Tim Seo and Seo PREC meet their obligations under the Legislation.
- 4) Tim Seo and Seo PREC must keep the Managing Broker informed of the real estate services that they are engaging in by providing written status reports (the "Status Reports") to the Managing Broker that include, for each matter, as applicable:
  - a. the names of the principals and their agents;
  - b. the locations of the properties;
  - c. a description of services provided;
  - d. the status of the matter;
  - e. scheduled dates (e.g. closing dates and dates for waiver or satisfaction of conditions precedent);
  - f. funds paid and received; and
  - g. any other information relevant to the matter.

These Status Reports are to be provided to the Managing Broker on a weekly basis for the first four (4) weeks, every two weeks for the next four (4) weeks and monthly for the following four (4) months. If, after this six (6) month period, the Managing Broker is satisfied that weekly reports are no longer required, they may be discontinued at his discretion following written notice provided to the Council.

- 5) To ensure that Tim Seo and Seo PREC meet their obligations under these conditions and the Legislation, the Managing Broker must have a conference call or meeting with Tim Seo and Seo PREC on a weekly basis, or more frequently as required, to discuss the following:
  - a. the most recent Status Report;

- b. any practice issues identified by the Managing Broker, Tim Seo or Seo PREC;
  - c. the appropriate course of action for addressing any identified practice issues and/or whether appropriate steps have been taken to address previously identified practice issues; and
  - d. confirm Tim Seo and Seo PREC's attendance at *or* completion of any educational or training opportunities recommended by the Managing Broker.
- 6) Tim Seo and Seo PREC must consult with the Managing Broker in advance of taking any action on matters in respect of which there are questions or concerns regarding compliance with the Legislation, other applicable legislation, or the Brokerage's policies and procedures.
- 7) In addition to providing the Brokerage with all records required under the Legislation, Tim Seo and Seo PREC must provide the Brokerage with all records created in connection with the provision of real estate services regardless of whether such records are associated with a specific transaction, including records of listing presentations, appraisals, competitive market analyses, correspondence, and referrals.
- 8) Tim Seo and Seo PREC must obtain the Managing Broker's approval before presenting documents prepared by them to principals or their agents for execution.
- 9) Tim Seo and Seo PREC must provide to the Managing Broker all documents signed by Tim Seo and Seo PREC's principals and Managing Broker must review all such documents.
- 10) On the first business day of the month for a period of six (6) months and then within 14 days after the end of each calendar quarter thereafter, the Managing Broker will provide a report to the Council (each, an "Interim Report") confirming in relation to that period of time (the "Reporting Period"):
- a. that Tim Seo and Seo PREC have provided real estate services under his direct supervision;
  - b. that Tim Seo and Seo PREC's activities have been carried out competently and in compliance with these conditions, the Legislation, all other applicable legislation (to the best of the Managing Broker's knowledge having made reasonable inquiries), and in accordance with Brokerage's policies and procedures, or alternatively, providing details of non-compliance;
  - c. that he has reviewed all transactions in which Tim Seo and Seo PREC have provided real estate services, and that all documents relevant to the transactions are contained in the appropriate deal file and kept at the Brokerage;
  - d. he has met with Tim Seo and Seo PREC on a weekly basis, or more frequently as required, to discuss the matters specified under these conditions; and
  - e. the number of real estate transactions that Tim Seo and Seo PREC have conducted and details regarding the principal(s), the agency offered, and any dealings with unrepresented parties.

- 11) Each Interim Report will be reviewed by the Council, who will determine if Tim Seo and Seo PREC have been providing real estate services in accordance with the Legislation and these conditions during the Reporting Period and if not, will so advise the Managing Broker and Tim Seo and Seo PREC.
- 12) Within 30 days before the end of the Conditional Licence Period, or within 14 days after the Managing Broker ceases to be the Managing Broker, whichever is earlier, the Managing Broker must provide a final report (the "Report") to the Council confirming in relation to the Conditional Licence Period, or during the period in which Managing Broker acted as Managing Broker under these conditions, as applicable:
  - a. that Tim Seo and Seo PREC have provided real estate services under his direct supervision;
  - b. that Tim Seo and Seo PREC's activities have been carried out competently and in compliance with these conditions, the Legislation, all other applicable legislation (to the best of the Managing Broker's knowledge having made reasonable inquiries), and in accordance with Brokerage's policies and procedures, or alternatively, providing details of non-compliance;
  - c. that he has reviewed all transactions in which Tim Seo and Seo PREC have provided real estate services, and that all documents relevant to the transactions are contained in the appropriate deal file and kept at the Brokerage;
  - d. he has met with Licensee on a weekly basis, or more frequently as required, to discuss the matters specified under these conditions; and
  - e. the number of real estate transactions that Tim Seo and Seo PREC have conducted and details regarding the principal(s), the agency offered, and any dealings with unrepresented parties.
- 13) The Report will be reviewed by the Council, who will determine if the Conditional Licence Period has provided an adequate opportunity for Council to make a determination that Licensee is providing real estate services in accordance with the Legislation and these conditions and if not, will so advise the Managing Broker and Tim Seo and Seo PREC.
- 14) The Managing Broker must immediately report to the Council anything of an adverse nature with respect to Tim Seo and Seo PREC's real estate services, including
  - a. failure of Tim Seo and Seo PREC to observe these conditions, the requirements of the Legislation or all other applicable legislation; and
  - b. complaints received by the Brokerage, including the nature of the complaint. the parties involved, and how the complaint was resolved.
- 15) The Managing Broker must ensure that Tim Seo and Seo PREC and their licensed assistants, if any, receive adequate, appropriate and ongoing training with respect to their obligations under the Legislation and the Brokerage's policies and procedures.
- 16) Tim Seo and Seo PREC may have no unlicensed assistant(s) during the Conditional Licence Period.

- 17) If the Managing Broker is absent from the Brokerage:
- a. for more than one week but less than one month, the Managing Broker may delegate his duties to another managing broker or an associate broker who confirms his agreement to accept the supervision duties under these conditions to the Council in writing; or
  - b. for more than one month, Tim Seo and Seo PREC must notify Council immediately and approval from the Council for a successor managing broker to supervise Tim Seo and Seo PREC must be sought as set out in paragraph 19 of these conditions.
- 18) If for any reason the Managing Broker is unable to perform any of the duties imposed herein, he must immediately advise Council.
- 19) If there is a change in the managing broker of the Brokerage, the former managing broker and Tim Seo and Seo PREC must immediately notify Council in writing. If Council determines that the successor managing broker is acceptable as a managing broker for the purposes of these conditions, he will be provided with a copy of these conditions and will be asked to confirm in writing to the Council that he has read these conditions, is aware of his duties under these conditions, and agrees to accept these duties. If that managing broker fails to provide such confirmation within 14 days of becoming a managing broker at the Brokerage, he will be deemed to be unable or unwilling to perform the duties set out in these conditions.
- 20) Failure by Tim Seo and Seo PREC to adhere to one or more of the conditions may constitute professional misconduct and the Council retains the discretion to investigate this and any other matter, including matters set out in the Interim Reports and Report reviewed by the Council, pursuant to section 37 or the RESA.