

THE REAL ESTATE COUNCIL OF BRITISH COLUMBIA

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

AND

IN THE MATTER OF

**STEPHEN KWONG CHIU WONG
(049091)**

AND

**STEVE WONG PERSONAL REAL ESTATE CORPORATION
(049091PC)**

CONSENT ORDER

RESPONDENTS:

Stephen Kwong Chiu Wong, Associate Broker,
West Coast Realty Ltd. dba Sutton Group-West
Coast Realty

Steve Wong Personal Real Estate Corporation

DATE OF CONSENT ORDER:

December 30, 2020

CONSENT ORDER REVIEW COMMITTEE:

Y. Amlani
R. Hanson
B. Chisholm

COUNSEL:

Mike Shirreff and Greg Cavouras, Legal Counsel
for the Real Estate Council of BC

PROCEEDINGS:

On , November 19, 2020 a Consent Order Proposal submitted by Stephen Kwong Chiu Wong ("Mr. Wong"), on his own behalf and on behalf of Steve Wong Personal Real Estate Corporation ("Wong PREC"), was considered by a Consent Order Review Committee ("CORC") but not accepted. On December 16, 2020, a revised Proposal acceptable to the CORC was submitted by Stephen Kwong Chiu Wong, on his own behalf and on behalf of Steve Wong Personal Real Estate Corporation (the "Proposal").

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

NOW THEREFORE, having made the findings proposed in the attached Proposal, and found that Mr. Wong and Wong PREC committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* ("RESA"), sections 3-3(a), 3-4, and 5-10 of the Rules made under the RESA, and conduct unbecoming within the meaning of section 35(2) of the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Mr. Wong and Wong PREC have their licences suspended for one (1) month.
2. Mr. Wong will not act as an unlicensed assistant during the time of his licence suspension.
3. Mr. Wong and Wong PREC jointly and severally pay a discipline penalty to the Council in the amount of \$7,500 within three (3) months from the date of this Order or in such time period as otherwise directed by the Council.
4. Mr. Wong, at his own expense, register for and successfully complete the Ethics in Business Practice Course, as provided by the Real Estate Institute of Canada in the time period as directed by the Council.
5. Mr. Wong, at his own expense, register for and successfully complete the Real Estate Trading Services Remedial Education Course, as provided by the Sauder School of Business at the University of British Columbia in the time period as directed by the Council.
6. Mr. Wong and Wong PREC jointly and severally pay enforcement expenses to the Council in the amount \$1,500 within two (2) months from the date of this Order.

If Mr. Wong and/or Wong PREC fails to comply with any term of this Order, the Council may suspend or cancel their licences without further notice to them, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 30th day of December 2020 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

"Yasin Amlani"

Y. Amlani
Consent Order Review Committee

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

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IN THE MATTER OF

**STEPHEN KWONG CHIU (“STEVE”) WONG
(049091)**

AND

**STEVE WONG PERSONAL REAL ESTATE CORPORATION
(049091PC)**

CONSENT ORDER PROPOSAL BY STEVE WONG and STEVE WONG PERSONAL REAL ESTATE CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal (the “Proposal”) is made by Stephen Kwong Chiu (“Steve”) Wong on his own behalf and on behalf of Steve Wong Personal Real Estate Corporation (“Wong PREC”) to the Consent Order Review Committee (“CORC”) of the Real Estate Council of British Columbia (the “Council”) pursuant to section 41 of the *Real Estate Services Act* (“RESA”).

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

1. Mr. Wong has been periodically licensed as a representative for trading and rental services since 1986. Mr. Wong was not licensed for a short period in 1990, and during the period from June 1995 to September 2003, Mr. Wong was only licensed for five months in 2000. Mr. Wong has been continuously licensed since September 2003.
2. Wong PREC was first licensed for trading and rental services on October 15, 2009, and has been continuously licensed since that date.
3. During the material period, Mr. Wong was licensed with Westcoast Realty Ltd. (the “Brokerage”). Mr. Wong had been licensed with the Brokerage since February 2009.
4. On February 26, 2015, the seller of a property located on East 27th Avenue in Vancouver (the “Seller” and the “Property” respectively), entered into an exclusive listing contract with the Klein Group, Royal LePage City Centre Brokerage (the “Exclusive Listing Contract”). The Exclusive Listing Contract identified two licensees, T.P. and A.S., as the designated agents for the listing and sale of the Property (the “Listing Agents”). The term of the Exclusive Listing Contract was February 26, 2015 to February 29, 2016.

5. The Exclusive Listing Contract contained two other provisions relevant to these matters, specifically that:
 - a. An agency relationship with the Seller will exist only with the Listing Agents; and
 - b. The Seller is legally obliged to pay commission to the listing brokerage if the Property is sold during the term of the Exclusive Listing Contract or within 60 days' of its termination.
6. In early March 2015, Mr. Wong approached the Seller about listing the Property for sale with Mr. Wong as the Seller's agent. The Seller informed Mr. Wong that she had entered into the Exclusive Listing Contract.
7. Mr. Wong believed that the Seller had previously promised him the opportunity to sell the Property. The news that the Seller had entered into an agreement with the Listing Agents led to what Mr. Wong described as an "uncomfortable" conversation between him and the Seller.
8. On March 11, 2015, notwithstanding the Exclusive Listing Contract, Mr. Wong entered into a Multiple Listing Contract with the Seller regarding the Property (the "Multiple Listing Contract").
9. The Multiple Listing Contract authorized Mr. Wong's brokerage to advertise the Property for sale, and obliged the Seller to pay commission to Mr. Wong in the event of a sale during the term of the Multiple Listing Contract or within 60 days of its termination.
10. The creation of the Multiple Listing Contract while the Exclusive Listing Contract was still in force created two issues:
 - a. The Multiple Listing Contract and the Exclusive Listing Contract conflicted: under the Exclusive Listing Contract, the Seller would only have an agency relationship with the Listing Agents, whereas under the Multiple Listing Contract, Mr. Wong was the listing agent for the Seller; and
 - b. A sale of the Property would result in the Seller theoretically being liable to pay commission in accordance with both the Exclusive Listing Contract and the Multiple Listing Contract.
11. On March 11, 2015, the Seller contacted the Listing Agents and advised them about the Multiple Listing Contract with Mr. Wong. Subsequently, A.S. phoned Mr. Wong and advised him that the Property was the subject of the Exclusive Listing Contract between her brokerage and the Seller.
12. During his conversation with A.S., Mr. Wong stated that he knew about the Exclusive Listing Contract, but he expressed that it was his view that he was nonetheless free to enter into the Multiple Listing Contract with the Seller. A.S. alerted Mr. Wong to the fact that the two simultaneous listing contracts might expose the Seller to an obligation to pay two commissions.
13. Overall, Mr. Wong was dismissive and condescending towards A.S. during the course of this call. He told A.S. that the Exclusive Listing Contract was not an impediment to him entering into the Multiple Listing Contract with the Seller. He suggested that maybe she was "too new" to the real estate business and that she should ask her managing broker to explain the situation to her.
14. On March 12, 2015, Mr. Wong advertised the Property for sale on the MLS service.

15. On March 12, 2015, Mr. Wong's managing broker spoke with the managing broker for the Listing Agents.
16. On March 13, 2015, Mr. Wong and his managing broker discussed the matter of the two contracts. The managing broker was aware that Mr. Wong had entered into a listing agreement for the Property when one was already in place. Mr. Wong was instructed to immediately terminate the listing of the Property under the Multiple Listing Contract.
17. On March 14, 2015, an offer was presented by another licensee at Mr. Wong's brokerage for the purchase of the Property (the "March 14 Offer"). The Seller was identified as having an agency relationship with Mr. Wong.
18. The March 14 Offer was accepted by the Seller that same day through Mr. Wong. The March 14 Offer was not delivered to the Listing Agents. Mr. Wong dealt directly with the Seller in respect of this offer.
19. Early in the morning on March 15, 2015, the buyer advised that she could not pay the deposit for the purchase. The sale did not complete.
20. On March 15, 2015, another offer was made for the purchase of the Property (the "March 15 Offer"). The March 15 Offer included the following terms:

Purchase Price: \$893,000
Deposit: \$40,000 due by March 18, 2015
Completion: April 15, 2015
The seller has an agency relationship with Mr. Wong.
The buyer has no agency.

21. Mr. Wong and the buyer had completed the Working with a Realtor form indicating that the buyer was represented by Mr. Wong. Mr. Wong prepared the March 15 Offer for the buyer. Contrary to what was stated in the March 15 Offer, Mr. Wong admits that he was representing the buyer.
22. The March 15 Offer was accepted by the Seller through Mr. Wong. The March 15 Offer was not delivered to the Listing Agents. Mr. Wong dealt directly with the Seller.
23. The deposit payable in accordance with the March 15 Offer was not paid by the buyer and the sale did not complete.
24. On March 18, 2015, Mr. Wong executed an unconditional release form, through which the Seller was released from the Multiple Listing Contract with Mr. Wong's brokerage.
25. On March 28, 2015, a third offer was made for the purchase of the Property (the "March 28 Offer"). The March 28 Offer contained the following terms:

Purchase Price: \$888,000
Deposit: \$40,000 upon acceptance within 48 hours
Completion: April 30, 2015
The seller has an agency relationship with Mr. Wong.
The buyer has no agency.

26. Mr. Wong and the buyer had completed the Working with a Realtor form indicating that the buyer was represented by Mr. Wong. Mr. Wong admits that he prepared the March 28 Offer. Again, contrary to what was stated in the March 28 Offer, Mr. Wong admits that he represented the buyer.
27. The March 28 Offer was not delivered to the Listing Agents, who were still identified as the listing agents in accordance with the Exclusive Listing Contract. Despite the fact that he had provided the Seller with an unconditional release, Mr. Wong continued to deal directly with the Seller to arrange the purchase and sale of the Property.
28. The March 28 Offer was accepted by the Seller through Mr. Wong and the sale of the Property eventually completed.
29. The sale of the Property resulted in a gross commission of \$26,825 plus GST for a total of \$28,166.25. The gross commission was paid to Mr. Wong's brokerage.
30. After the deduction of brokerage fees, Mr. Wong received remuneration of \$27,772.50 for the sale of the Property.
31. No commission was received by the Listing Agents. The Listing Agents chose not to take legal action against the Seller or Mr. Wong to pursue payment of the commission owing under the Exclusive Listing Contract.
32. The principal of the Listing Agents' brokerage submitted a complaint to the Real Estate Board of Greater Vancouver (the "REBGV") about Mr. Wong. Following its investigation, the REBGV imposed a fine of \$10,000 on Mr. Wong, suspended Mr. Wong's MLS privileges for three months, and required Mr. Wong to take two remedial courses.
33. Mr. Wong advised the Council that he promptly fulfilled the sanctions imposed by the REBGV.
34. Following its review, the REBGV's Professional Conduct Committee directed that the matter be referred to the Council for investigation.
35. The evidence obtained during the Council's investigation indicates that the Seller obtained the sale price she wanted for the Property. The Seller did not submit a complaint about Mr. Wong.
36. A Notice of Discipline Hearing was issued on May 26, 2020 and served on Mr. Wong.
37. Mr. Wong does not have a history of prior discipline with the Council.

PROPOSED FINDINGS OF MISCONDUCT

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

1. Mr. Wong committed professional misconduct within the meaning of section 35(1)(a) of the RESA as follows:
 - a. He entered into the Multiple Listing Agreement with the Seller of the Property when he knew or ought to have known that the Seller had previously entered into the Exclusive Listing Agreement with respect to the Property, thereby exposing the Seller to liability for two commissions, contrary to sections 3-3(a) [act in the best interest of the client] and 3-4 [act honestly with reasonable care and skill] of the Rules;

- b. On both of the dates below, he failed to properly disclose the nature of the representation that he was providing to a potential buyer of the Property when he prepared and presented an offer that stated that the potential buyer had no agency relationship in circumstances where he was representing the potential buyer, contrary to sections 3-4 [act honestly with reasonable care and skill] and 5-10 [disclosure of representation] of the Rules:
 - i. March 15, 2015, with respect to potential buyer AYL; and
 - ii. March 28, 2015 with respect to potential buyer SHD;
 - c. He prepared a contract of purchase and sale, dated March 28, 2015, respecting the Property in which he:
 - i. identified Mr. Wong as the listing agent when he knew or ought to have known that the Listing Agents were engaged as the listing agents for the Property pursuant to the Exclusive Listing Agreement, contrary to sections 3-3(a) [act in the best interest of the client] and/or 3-4 [act honestly with reasonable care and skill] of the Rules;
 - ii. failed to present the contract of purchase and sale to the Listing Agents who he knew or ought to have known were engaged as the listing agents for the Property pursuant to the Exclusive Listing Agreement, contrary to section 3-4 [act honestly and with reasonable care and skill] of the Rules;
 - iii. sought and received both the listing brokerage and the cooperating brokerage commission in connection with the sale of the Property when they knew or ought to have known that the Listing Agents were entitled to remuneration pursuant to the terms the Exclusive Listing Agreement, thereby depriving the Listing Agents of remuneration they were contractually entitled to and exposing the Seller to civil liability, contrary to sections 3-3(a) [act in best interests of the client] and 3-4 [act honestly with reasonable care and skill] of the Rules.
2. Further, Mr. Wong committed conduct unbecoming a licensee within the meaning of sections 35(2) of the RESA, when he engaged in the conduct set out in paragraphs 1(a) and 1(c) above.

PROPOSED ORDERS

Based on the facts herein and the Proposed Findings of Misconduct, Mr. Wong and Wong 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. Wong and Wong PREC's licenses be suspended for one (1) month.
2. Mr. Wong be prohibited from acting as an unlicensed assistant during his suspension period.
3. Mr. Wong and Wong PREC be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$7,500 within three (3) months from the date of this Order or in such time period as otherwise directed by the Council.
4. Mr. Wong, at his own expense, register for and successfully complete the "Ethics in Business Practice" course as provided by the Real Estate Institute of Canada in the time period as directed by the Council.

5. Mr. Wong, at his own expense, register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Sauder School of Business at the University of British Columbia in the time period as directed by the Council.
6. Mr. Wong and Wong 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.
7. If Mr. Wong and Wong 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. Wong and Wong 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. Wong and Wong 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. Wong and Wong 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. Wong and Wong 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. Wong and Wong 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. Wong and Wong PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Mr. Wong or Wong PREC from making full answer and defence to any civil or criminal proceedings.

7. The Proposal and its contents are made by Mr. Wong and Wong 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. Wong and Wong PREC in any civil proceeding with respect to the matter.

"STEPHEN KWON CHIU ("STEVE") WONG"

**STEPHEN KWON CHIU ("STEVE") WONG on his
own behalf and on behalf of Wong PREC**

Dated 14 day of Dec 2020