

File # 13-227
14-189
15-331
15-383

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
DALE RICHARD SHORTT
(082941)

CONSENT ORDER

RESPONDENT: Dale Richard Shortt, Trading Representative, Island Pacific Realty Ltd.

DATE OF REVIEW MEETING: January 21, 2020

DATE OF CONSENT ORDER: January 21, 2020

CONSENT ORDER REVIEW COMMITTEE: Y. Amlani
R. Hanson
S. Sidhu

ALSO PRESENT: E. Duvall, Chair
E. Seeley, Chief Executive Officer
D. Avren, Vice President, Legal Services and Compliance
C. Davies, Legal Counsel for the Real Estate Council of BC

PROCEEDINGS:

On January 21, 2020 the Consent Order Review Committee (“CORC”) resolved to accept the Consent Order Proposal (the “Proposal”) submitted by Dale Richard Shortt (“Mr. Shortt”).

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Mr. Shortt.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and found that Mr. Shortt committed professional misconduct within the meaning of sections 3(1)(a), 7(3)(a), 7(3)(b), 27(1)(b), 35(1)(a), 35(1)(c) and 35(2) of the *Real Estate Services Act* ("RESA") and sections 3-2(2)(a), 3-3(a), 3-4, 5-1(1)(b), 5-3(1), 7(3)(b), of the Rules made under the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Mr. Shortt's licence be suspended for six (6) months.
2. Mr. Shortt be prohibited from acting as an unlicensed assistant during the licence suspension period.
3. Mr. Shortt pay a discipline penalty to the Council in the amount of \$5,000 within three (3) months from the date of this Order.
4. Mr. Shortt 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.
5. Mr. Shortt at his own expense, register for and successfully complete the course: REIC2600 Ethics in Business Practice, offered by the Real Estate Institute of Canada, within the time period directed by the Council.
6. Mr. Shortt pay enforcement expenses to Council in the amount of \$6,000 within sixty (60) days from the date of this Order.

If Mr. Shortt fails to comply with any term of this Order, the Council may suspend or cancel his licence without further notice to his, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 21 day of January 2020 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

"Sukhmander Sidhu"

Sukhmander Sidhu
Consent Order Review Committee

Attch.

File #13-227

File #14-189

File #15-331

File #15-383

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

AND

IN THE MATTER OF

**DALE RICHARD SHORTT
(082941)**

CONSENT ORDER PROPOSAL BY DALE RICHARD SHORTT

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Dale Richard Shortt ("Mr. Shortt") 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. Shortt and the Council have agreed upon the following facts:

1. Mr. Shortt (082941) has been licensed as a trading and rental representative since 1989.
2. Mr. Shortt's licensing history is as follows:

Brokerage	Licence Level	Licence Category	Start Date	End Date
Island Pacific Realty Ltd. (X031458)	Representative	Trading	23/11/2015	Present
1004227 B.C. Ltd. dba Ocean Pointe Realty (X031238)	Representative	Trading	24/07/2014	23/11/2015
Ocean Pointe Realty Ltd. (Ldy) dba Ocean Pointe Realty Ltd.(X023978)	Representative	Trading, Rental	29/12/2006	24/07/2014
*** Unlicensed ***			28/12/2006	28/12/2006
Nanaimo Realty Co. Ltd. dba Royal LePage Nanaimo Realty (X002145)	Representative	Trading, Rental	23/09/1993	27/12/2006
*** Unlicensed ***			14/09/1993	22/09/1993

3. This matter consists of four separate discipline matters arising from conduct that occurred during the period 2013 - 2016.
4. At all material times, Mr. Shortt was licensed as trading representative with Ocean Pointe Realty Ltd. (the "Brokerage").

File # 13-227

5. This matter involves Mr. Shortt applying the signature of his then estranged wife KS on real estate documents without her knowledge or consent in 2013-2014.
6. At all material times, Mr. Shortt and KS were joint owners of several properties and were in the midst of an acrimonious divorce.
7. On May 6, 2013, a property described as "Proposed Lot 1" of XXXX East Wellington Rd, Nanaimo, BC, owned by Mr. Shortt and KS was posted on the multiple listing service provided by the Vancouver Island Real Estate Board pursuant to a multiple listing contract dated May 6, 2013 between the Brokerage and Mr. Shortt and KS (the "MLS Contract").
8. The MLS Contract contained the signatures of both Mr. Shortt and KS as sellers. Mr. Shortt was identified as the designated agent.
9. On June 26, 2013, KS discovered the listing and sent a text message to Mr. Shortt stating that she had seen the listing and that her signature had been applied without her consent.
10. Mr. Shortt texted KS: "you want it sold or what".
11. In a subsequent telephone conversation, Mr. Shortt stated to KS that he did not forge her signature but simply cut and pasted her signature from a previous listing she had signed.
12. On January 2, 2014, Mr. Shortt sent KS an email with an attachment of an Irrevocable Direction to Pay relating to "Proposed Lot 3" of XXXX East Wellington Road, requesting that KS sign it and return to him.
13. KS told the Council that she decided to not sign the document and assumed Mr. Shortt would contact her to discuss.

14. KS went on a vacation for three weeks, and a short time after her return, she learned that her signature had been applied to the Irrevocable Direction to Pay without her consent.
15. Mr. Shortt told the Council he signed the Irrevocable Direction to Pay on KS's behalf to keep the sale of Proposed Lot 3 moving forward in KS' absence. He felt pressured to keep the project moving forward as he had outstanding obligations to KS under the Family Maintenance Enforcement Program. He also told the Council that KS also wanted the property sold.
16. On February 25, 2014, KS reported the matter to the Council.
17. On March 10, 2014 KS and Mr. Shortt had a telephone conversation.
18. During the conversation, KS and Mr. Shortt discussed the fact that KS had been away on vacation and Mr. Shortt could not reach her. KS indicated that other people had been able to reach her, and that Mr. Shortt should have made more than one attempt. Mr. Shortt agreed that he should have made more effort. KS told him he didn't have a right to sign her signature and asked him why he would do it. Mr. Shortt replied that he did not want to talk about it anymore and that he made a mistake.
19. Also during this conversation, Mr. Shortt and KS discussed his financial obligations to her. Mr. Shortt told KS that the subdivision regarding the East Wellington Road property had put a lot of pressure on him, to which KS replied that she suggested he start keeping her happy.
20. Mr. Shortt told the Council that the matter had arisen due to the acrimonious personal situation between him and KS.

File # 14-189

21. This matter involves Mr. Shortt receiving payment from a client outside of the Brokerage in 2014.
22. On April 25, 2014, Mr. Shortt entered into two exclusive listing contracts with the seller of two adjoining properties located at XXX Selby Street and XXX Fitzwilliam Street, in Nanaimo, BC, (collectively, the "Properties"). The exclusive listing contracts provided that Mr. Shortt would receive remuneration of 3% of the sale price of the Properties.
23. On May 14, 2014, contracts of purchase and sale were entered into for the Properties with the same buyer (together, the "Contracts").
24. Mr. Shortt acted as a dual agent in regard to both Contracts.

25. The Contracts had numerous subjects to be removed on May 30, 2014, as well as an additional subject (approval of the Contracts by the BC Provincial Nominee Program) to be removed by October 31, 2014.
26. The commissions payable to Mr. Shortt pursuant to the Contracts would be \$45,000 from the Selby Street property and \$25,500 from the Fitzwilliam Street property, for a total of \$70,500.
27. On June 5, 2014, all subjects other than the BC Provincial Nominee Program approval were removed.
28. On June 10, 2014, Mr. Shortt received a cheque in the amount of \$20,000 from the seller of the Properties.
29. On October 21, 2014, the BC Provincial Nominee Program approval subject was removed.
30. The Contracts were scheduled to complete on November 4, 2014.
31. Mr. Shortt told the Council that the \$20,000 cheque from the seller was initially a personal unsecured loan to Mr. Shortt and that the seller later became concerned that Mr. Shortt would not be able to repay the loan and insisted that it be structured as a commission advance in relation to the Contracts. Mr. Shortt says he felt pressured into agreeing.
32. On October 31, 2014, Mr. Shortt provided the Brokerage with two new transaction record sheets showing a change in the commissions payable. The new commissions payable were: \$32,240 for the Selby property and \$18,260 for the Fitzwilliam property. The total of these two commissions was \$20,000 less than the combined commissions as set out in the first transaction record sheets.
33. Mr. Shortt did not advise his brokerage of the loan from the seller or the restructuring as a commission advance.
34. Mr. Shortt did not deliver the \$20,000 cheque to the brokerage.
35. On November 20, 2014, Mr. Shortt's managing broker, DW, reported the matter to the Council.
36. DW told the Council that Mr. Shortt had told him that although he knew taking the \$20,000 was illegal, he did it to hide income from Revenue Canada and his ex-wife. Mr. Shortt denies telling DW this.
37. DW told the Council that the brokerage did have garnishee orders in place for Mr. Shortt from both the Ministry of Finance and Family Maintenance.

38. Mr. Shortt told the Council that he was unaware of any garnishing orders that were in place at the time of the \$20,000 payment.
39. Mr. Shortt told the Council that it was a gross error of judgment that he agreed to structure the loan as a commission advance on the advice of the seller. He did not immediately recognize that this was wrong
40. There was no financial loss to the Brokerage as a result of the \$20,000 payment to Mr. Shortt.

File # 15-331

41. This matter involves Mr. Shortt receiving remuneration outside the Brokerage and for services for which he was not licensed to provide.
42. On November 2, 2015, an office administrator at the Brokerage opened a piece of mail addressed to Mr. Shortt and discovered a cheque payable to Mr. Shortt for what appeared to be property management services. The cheque, issued by a numbered company, was in the amount of \$1,250 and dated November 1, 2015, with a memo note stating: "XXX Commercial Property Management 2015-11 – 2016-1". The numbered company owned the property at XXX Commercial St.
43. The office administrator brought the cheque to the attention of managing broker DW, who discussed the cheque with Mr. Shortt as well as with the law firm that represented the numbered company.
44. DW told the Council:
 - a. according to the law firm representing the numbered company, the cheque was payment for property management services provided by Mr. Shortt for the period November 1, 2015 to January 30, 2016;
 - b. Mr. Shortt told him that he had been providing the numbered company with some property management services for a period; as the amount of services required had recently increased, there was a discussion and subsequent agreement between Mr. Shortt and the owner for a fee arrangement;
 - c. Mr. Shortt told him that he and the numbered company did not have a written property management services agreement, but rather only a verbal agreement that was intended to be followed up with a written agreement; and
 - d. Mr. Shortt told him that because there was no written agreement, nothing had been submitted to or through the brokerage.

45. Mr. Shortt denies the underlying facts set out in para 42 (b) and (d) above.
46. Mr. Shortt did not keep DW informed of the real estate services he was providing the numbered company, nor did he provide copies of any related documentation.
47. At all material times, Mr. Shortt was licensed as a trading representative, but was not licensed to provide property management services.
48. Mr. Shortt told the Council that as he had been licensed for property management in the past, he was under the mistaken belief that he was “grandfathered in” to provide property management services. Mr. Shortt concedes that he made an error in this respect.
49. Mr. Shortt told the Council that he did not cash the cheque and returned it to the numbered company.
50. The Council is not aware of any financial loss to any party as a result of Mr. Shortt’s conduct.

File # 15-383

51. This matter involves Mr. Shortt’s creation and handling of real estate documents respecting two properties in 2014-2015.
52. Mr. Shortt was identified as the designated agent in several listing contracts respecting a property located at XXX Nicol Street, Nanaimo BC (the “Nicol Property”) being sold by Akal Developments Ltd. as follows
 - a. listing contract dated September 11, 2014;
 - b. listing contract dated May 8, 2015;
 - c. listing contract dated August 11, 2015.
53. The principal of Akal Developments Ltd. was JS.
54. Mr. Shortt was also identified as the designated agent in a listing contract dated September 16, 2015 respecting a property located at XXX Robarts Street, Nanaimo, BC (the “Robarts Property”), being sold by WJ.
55. On December 11, 2015, the Brokerage received an unconditional release form for the Robarts Property dated November 22, 2015 and managing broker DW noted that the seller’s signature did not resemble the seller’s signature appearing in the Robarts Property listing contract.

56. On December 14, 2015, the Brokerage received a revised unconditional release form for the Robarts Property listing with the seller's signature resembling the signature in the listing contract.
57. On December 15, 2015, DW reported the matter to the Council.
58. Mr. Shortt told the Council that:
- a. prior to December 11, 2015 he met with both JS and WJ on separate occasions;
 - b. he inadvertently had them each sign the unconditional release form for the wrong property: JS signed the unconditional release for the Robarts Property and WJ signed the unconditional release for the Nicol Property;
 - c. the signature discrepancy was brought to his attention by the Brokerage;
 - d. he had the forms corrected and submitted them to the Brokerage.
59. On February 23, 2016, Mr. Shortt provided the Council with an undated typed letter purportedly signed by JS stating that JS re-signed the unconditional release form for the Nicol Property when the error was brought to his attention.

These Discipline Proceedings

60. A Notice of Discipline Hearing regarding file #13-227 was issued on July 24, 2015 and served on Mr. Shortt.
61. A Notice of Discipline Hearing regarding file #14-189 was issued on August 12, 2015 and served on Mr. Shortt.
62. A new Notice of Discipline Hearing regarding file #13-277, a new Notice of Discipline Hearing regarding file # 14-189, a Notice of Discipline Hearing regarding file #15-331, and a Notice of Discipline Hearing regarding file #15-383 were all issued on November 23, 2016 and served on Mr. Shortt.
63. Amended Notices of Discipline Hearing regarding all files were issued on March 29, 2017 and served on Mr. Shortt.
64. Further Amended Notices of Discipline Hearing regarding all files were issued on April 9, 2018 and served on Mr. Shortt.
65. Further Amended Notices of Discipline Hearing regarding all files were issued on June 1, 2018 and served on Mr. Shortt.

66. Further Amended Notices of Discipline Hearing regarding all files were issued on July 4, 2019 and served on Mr. Shortt.

Previous Discipline

Discipline Decision 2006

1. On August 25, 2006, Mr. Shortt was subject to a discipline hearing decision in which the committee ordered that Mr. Shortt's license be suspended for 21 days.
2. The complaint arose from the purchase of a property in Nanaimo B.C., in which Mr. Shortt acted as a dual agent. The buyer alleged that Mr. Shortt did not protect his interests in the transaction including but not limited to failing to take reasonable care and skill in: preparation of the Contract of Purchase and Sale and associated addendums; subject removal; and disclosure requirements under the former Real Estate Act regarding a transaction with respect to the acquisition of a business.
3. The discipline hearing committee decided that Mr. Shortt was negligent within the meaning of s. 9.12 of Regulation 75/61 of the former Real Estate Act, in that he:
 - a. failed to date the Contract of Purchase and Sale Subject Removal Addendum September 8, 2004 which was the actual date it was signed by the said buyer;
 - b. failed to draft an addendum to the said Contract of Purchase and Sale for the signatures of both the said buyer and seller, setting out their acknowledgement and agreement that the buyer had removed in writing all of the subject conditions on September 8, 2004, rather than on September 7, 2004, which was the actual date on the subject removal addendum, and that the transaction could proceed;
 - c. failed to ensure that the buyer had accepted and initialed the change in the closing date made by the seller in the said contract from September 30, 2004 to September 15, 2004 in a timely manner;
 - d. failed to ensure that section 39 of the Real Estate Act was complied with in a connection with statements to be delivered to the buyer by the seller in respect of the acquisition of a business; and
 - e. had the buyer remove the subject to assuming the mortgage clause in the said contract before the buyer was able to obtain and/or verify all of the mortgage assumption details.

Consent Order 2008

4. Mr. Shortt entered into a Consent Order on July 31, 2008 in which his license was suspended for 14 days.

5. This matter arose from the listing and sale of two properties in Nanaimo, B.C., in which Mr. Shortt acted as dual agent. The seller of the properties alleged that Mr. Shortt did not act impartially when he suggested that the seller reduce the price of the properties. Following receipt of the complaint, the Council completed further investigation resulting in the Consent Order.
6. Mr. Shortt agreed that he be suspended for 14 days for demonstrating incompetence and thereby committing professional misconduct contrary to s. 35(1)(d) of the RESA in that he, as a limited dual agent in the listing and sale of a property from one company as seller to another company as buyer:
 - a. failed to follow up with his brokerage to ensure a property search had been conducted of the property or ensure that he did a search himself;
 - b. failed to document that neither party was aware of the municipality's position on the proposed number of building lots nor the consequences of municipal approval or rejection of a defined number of building logs;
 - c. failed to draft a contract with reasonable care and skill, including:
 - i. failing to ensure the contract referred to the registered owner, the seller and instead referred to an officer and director of the seller; and
 - ii. failing to ensure that the contract referenced the parties' awareness that the municipal by-laws had recently changed and that neither party could identify how long it would take to obtain preliminary layout or other municipal approval, the consequences thereof, and the contract required of the parties.
 - d. failed to document his advice and the fact that the parties were advised to seek independent legal advice as to financing, mortgage and development issues.

Consent Order 2011

7. Mr. Shortt entered into a Consent Order on February 11, 2011 pursuant to which his license was suspended for 7 days and he was ordered to pay a fine of \$5,000.
8. This matter arose from Mr. Shortt's representation of the co-owners of two adjacent lots comprising approximately 10 acres. The owners contacted Mr. Shortt regarding the marketing of the proposed subdivision of the property and Mr. Shortt listed the property and advertised the subsequent subdivided properties for sale. The conduct described in the Consent Order relates to Mr. Shortt's conduct as a limited dual agent in the sale of one of the proposed subdivided lots, described as "Lot 1 of proposed subdivision at XXXX Douglas Avenue."

9. Mr. Shortt agreed to a finding that he committed professional misconduct within the meaning of s. 35(1)(a) and s. 35(1)(d) of the RESA in relation to the listing and purported sale of lot 1 of a proposed 34 lot subdivision in Nanaimo B.C. by way of an option to purchase in that he:
 - a. accepted remuneration of \$7,000 in relation to real estate services directly from the seller by way of a cheque dated May 4, 2006, contrary to s. 7(3)(b) of the RESA and s. 15-5 of the Council Rules, and failed to pay or deliver the said sum to the brokerage in accordance with s. 27(1) of the RESA;
 - b. failed to draft a contract with reasonable care and skill in accordance with s. 3-3(1)(a) and s. 3-4 of the Council Rules, including:
 - i. failed to ensure the contract fully clarified all terms and conditions, including: failing to ensure the seller as defined in the contract included AKM as the registered owners; the manner in which an option to purchase would be registered especially when the subdivision plan was not yet registered; the rights of the parties should the buyer elect not to exercise the option; the end date when the seller would have the subdivision registered; and the manner in which the deposit of \$12,000 would be treated if the seller was unable to effect subdivision;
 - ii. drafted a May 3, 2006 addendum in which he held \$12,000 by his brokerage as stakeholder and the \$1,000 on account of rent, both held in his brokerage trust account, were to be paid to JSM instead of JSM and AKM, and purportedly witnessed the signature of AKM to the May 3, 2006 addendum when JSM signed her name in a representative capacity;
 - iii. failed to obtain a copy of the power of attorney to which AKM purported to authorize JSM to act on her behalf; and
 - iv. failed to ensure the parties were aware that s. 18 of the *Real Estate Development Act* provides that the deposit cannot be held by the seller/developer, that it must be held by a trust as therein defined, and cannot be used for the seller's own purposes, including payment of remuneration or other expenses.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purpose of discipline proceedings against him by the Council, and based on the facts agreed above, without restricting his ability to make full answer and defence to related civil or other legal proceedings, if any, Mr. Shortt agrees the following findings of misconduct be made against him:

File # 13-227

1. Mr. Shortt committed professional misconduct within the meaning of section 35(1)(a) and section 35(2) of the RESA when:
 - a. with respect to a property owned by Mr. Shortt and his then estranged spouse KS and described as “proposed lot 1” located at XXXX East Wellington Rd, Nanaimo, BC, he signed or affixed KS’s signature to a multiple listing contract dated May 6, 2013 without KS’s knowledge or consent; and
 - b. with respect to a property described as “proposed lot 3” located at XXXX East Wellington Rd, Nanaimo, BC, he signed or affixed KS’s signature to an Irrevocable Direction to Pay document dated January 2, 2014 without KS’s knowledge or consent,

contrary to: section 35(1)(c) [*deceptive dealing*] of the RESA, and section 3-4 [*duty to act honestly with reasonable care and skill*] and section 5-3(1) [*signing agreements on behalf of clients*] of the Rules.

File # 14-189

2. Mr. Shortt committed professional misconduct within the meaning of section 35(1)(a) of the RESA when acting as limited dual agent for the purchase and sale of properties located at XXX Selby Street and XXX Fitzwilliam Street, in Nanaimo, BC pursuant to contracts for purchase and sale dated May 12, 2014 when he took a \$20,000 loan from his client, the seller, and later restructured this loan as a commission advance, in that
 - a. the \$20,000 payment was made by way of a certified cheque made out in Mr. Shortt’s name rather than being made through his brokerage, contrary to section 7(3)(b) [*must not accept remuneration other than on behalf of the brokerage*] and section 35(1)(c) [*deceptive dealing*] of the RESA;
 - b. Mr. Shortt failed to advise his brokerage of the \$20,000 loan, or the restructuring the loan as a commission advance, contrary to section 35(1)(c) [*deceptive dealing*] of the RESA; and
 - c. Mr. Shortt failed to deliver the \$20,000 cheque to his brokerage and deposit it into the brokerage trust account, and instead reduced the commission owing by \$20,000, contrary to section 35(1)(c) [*deceptive dealing*] and section 27(1)(b) [*payment into trust account of money held or received on account of remuneration for real estate services*] of the RESA.

File # 15-331

3. Mr. Shortt committed professional misconduct within the meaning of section 35(1)(a) of the RESA when he provided property management services to a client outside his brokerage and received remuneration for these services by way of a cheque dated November 1, 2015 in that:
 - a. he provided property management services to a client when he was not licensed to provide property management services, contrary to section 3(1)(a) [*requirement to be licenced to provide real estate services*] of the RESA;
 - b. he provided property management services to a client outside of his brokerage, contrary to section 7(3)(a) [*must not provide real estate services other than on behalf of brokerage*] of the RESA;
 - c. he received remuneration for providing property management services outside of his brokerage, contrary to section 7(3)(b) [*must not accept remuneration in relation to real estate services other than from brokerage*] of the RESA;
 - d. he failed to keep his managing broker informed of real estate services he was providing, contrary to section 3-2(2)(a) [*keep managing broker informed of real estate services being provided and activities performed*] of the Rules; and
 - e. he provided property management services without a written services agreement, contrary to section 5-1(1)(b) [*requirement for written services agreement for property management services*] of the Rules.

File #15-383

4. Mr. Shortt committed professional misconduct within the meaning of section 35(1)(a) of the RESA when acting as listing agent in relation to properties located at XXX Nicol Street, Nanaimo, BC (the "Nicol Property") and XX Robarts Street, Nanaimo, BC (the "Robarts Property") in that:
 - a. he submitted to his brokerage an unconditional release form for the Robarts Property listing signed by the owner of the Nicol Property contrary to section 3-3(a) [*act in the best interests of the client*] and section 3-4 [*act honestly and with reasonable care and skill*] of the Rules.

PROPOSED ORDERS

Based on the facts herein and the Proposed Findings of Misconduct, Mr. Shortt proposes 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:

7. Mr. Shortt's licence be suspended for six (6) months.
8. Mr. Shortt be prohibited from acting as an unlicensed assistant during the licence suspension period.
9. Mr. Shortt pay a discipline penalty to the Council in the amount of \$5,000 within three (3) months from the date of this Order.
10. Mr. Shortt as 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.
11. Mr. Shortt as his own expense, register for and successfully complete the course: REIC2600 Ethics in Business Practice, offered by the Real Estate Institute of Canada, within the time period directed by the Council.
12. Mr. Shortt pay enforcement expenses to Council in the amount of \$6,000 within sixty (60) days from the date of this Order;
13. If Mr. Shortt fails to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Mr. Shortt's licence without further notice to him.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Mr. Shortt acknowledges and understands 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. Shortt acknowledges that he has been urged and given the opportunity to seek and obtain independent legal advice with respect to the disciplinary process, the allegations contained in the Notice of Discipline Hearing, and the execution and submission of the Proposal to the CORC; and, that he has obtained independent legal advice or has chosen not to do so, and that he is making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Mr. Shortt acknowledges and is 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. Shortt acknowledges and is 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. Shortt hereby waives his right to appeal pursuant to section 54 of the RESA.
6. The Proposal and its contents are made by Mr. Shortt 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. Shortt in any civil proceeding with respect to the matter.

“Dale Richard Shortt”

Dale Richard Shortt

Dated 19 day of Dec,
2019