

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

**JASON ALEXANDER LESLIE
(138623)**

AND

**JASON LESLIE PERSONAL REAL ESTATE CORPORATION
(138623PC)**

CONSENT ORDER

RESPONDENTS: Jason Alexander Leslie, Representative, Neal & Associates Realty Inc. dba RE/MAX Alliance while licensed with Camosun Properties Ltd. dba RE/MAX Camosun

Jason Leslie Personal Real Estate Corporation

DATE OF REVIEW MEETING: December 9, 2019

DATE OF CONSENT ORDER: December 9, 2019

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

PROCEEDINGS:

On November 6, 2019, a Consent Order Proposal submitted by Jason Alexander Leslie ("Mr. Leslie"), on his own behalf and on behalf of Jason Leslie Personal Real Estate Corporation ("JL PREC"), was considered by a Consent Order Review Committee ("CORC") but not accepted. On November 7, 2019, a revised Proposal acceptable to the CORC was submitted by Mr. Leslie, on his own behalf and on behalf of JL PREC (the "Proposal").

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

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that Mr. Leslie and JL PREC committed professional misconduct within the meaning of section 35(1)(a) of the Real Estate Services Act (“RESA”) and sections 3-3(b), 3-3(c), 3-3(f), 3-3(i), 3-3(j) and 3-4 of the Rules made under the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Mr. Leslie and JL PREC be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$7,500 within ninety (90) days of the date of this Order.
2. Mr. Leslie, 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.
3. Mr. Leslie, at his own expense, register for and successfully complete the REIC2600 Ethics in Business Practice course as provided by the Real Estate Institute of Canada in the time period as directed by the Council.
4. Mr. Leslie and JL PREC be jointly and severally liable to pay enforcement expenses in the amount of \$1,500 within sixty (60) days from the date of this Order.

If Mr. Leslie and JL PREC fail 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 9th day of December 2019, at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

“Yasin Amlani”

Yasin Amlani
Consent Order Review Committee

Attch.

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

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**JASON ALEXANDER LESLIE
(138623)**

AND

**JASON LESLIE PERSONAL REAL ESTATE CORPORATION
(138623PC)**

CONSENT ORDER PROPOSAL BY JASON ALEXANDER LESLIE and JASON LESLIE PERSONAL REAL ESTATE CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Jason Alexander Leslie and Jason Leslie Personal Real Estate Corporation ("JL 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. Leslie on his own behalf and on behalf of JL PREC and the Council have agreed upon the following facts:

1. Mr. Leslie has been licensed as a trading representative since 2003.
2. Mr. Leslie became licensed as JL PREC on November 25, 2009.
3. Mr. Leslie was at all relevant times licensed as a trading representative with Camosun Properties Ltd.
4. On April 7, 2015, Mr. Leslie entered into a Multiple Listing Contract to represent the sellers (the "Sellers") of a property located at XXXX XXXXXX Crescent, Victoria, British Columbia (the "Property"). The Multiple Listing Contract was to expire on July 30, 2015.
5. During the course of the transaction, and upon instruction of the Sellers, Mr. Leslie often communicated solely with one of the Sellers (the "Sellers' Representative") and assumed that the Sellers' Representative would communicate information to the other Sellers.
6. On or about July 27, 2015, the agent for two prospective buyers, D.W. and L.T., submitted an offer to purchase the Property for \$635,000, \$14,900 below the listed price of \$649,900. The offer was subject to a number of conditions, including obtaining financing and an inspection.

7. On the same date, the Sellers' Representative advised Mr. Leslie via email that the Sellers were rejecting the offer.
8. Mr. Leslie responded on the same date to the Sellers via email: "I implore you to let me know what is going on. We have been waiting for an Offer for 3 Months and having now received one you are not returning my Calls to formally address this."
9. The Sellers' Representative wrote back to Mr. Leslie on the same date: "All have agreed to reject this offer; we are firm on \$649,900."
10. Mr. Leslie wrote back in response on the same day: "I have communicated to the Buyers [sic] Agent that you are Firm on the List Price of \$649,900. Are all the other Terms and Conditions of the Offer acceptable?"
11. In response, the Sellers' Representative wrote: "If there is an offer of \$649,900 then we will review the offer; including the terms and conditions."
12. On July 28, 2015, Mr. Leslie advised the Sellers that the prospective buyers had come back with a full price offer of \$649,900 subject to standard conditions. The conditions were appraisal and inspection.
13. On July 29, 2015, the Sellers' Representative informed Mr. Leslie via email that the Sellers were rejecting the offer because it was subject to conditions.
14. Mr. Leslie responded to the Sellers' Representative via email that he had advised the prospective buyers' agent that the Sellers were "Now Requesting an Unconditional Offer."
15. On July 30, 2015, Mr. Leslie advised the Sellers that he had received an unconditional offer on the Property from a new prospective buyer, J.P. (the "Buyer"). The offer dated July 29, 2015, was an unconditional cash offer with a purchase price of \$650,000. The offer also stipulated that a \$25,000 deposit would be paid to the Sellers within 24 hours of acceptance of the offer and that the offer expired at 4:00pm on July 30, 2015.
16. At this point, a Limited Dual Agency Agreement was completed by the Sellers and the Buyer.
17. The Sellers and Buyer entered into a Contract of Purchase and Sale on July 30, 2015 (the "Contract"), with Mr. Leslie acting as a limited dual agent.
18. The Contract was silent on whether it could be assigned by the Buyer.
19. The Buyer was known to Mr. Leslie from previous transactions. As the Buyer was out of the country at the time the offer was made, Mr. Leslie loaned the \$25,000 deposit to the Buyer. The deposit was paid with a cheque from TCB Investments Corporation, a company of which Mr. Leslie is the sole director, but this information was not disclosed to the Sellers.
20. On July 31, 2015, Mr. Leslie sent an email to the Sellers that he was keeping the key for the Property as there was going to be an appraisal done for the bank.

21. On or around August 1, 2015, the Buyer had second thoughts about purchasing the Property after learning the HVAC system was deficient and there was likely asbestos in the drywall.
22. Mr. Leslie advised the agent for D.W. and L.T. that the Buyer was willing to assign the Contract to D.W. and L.T. for the same purchase price.
23. On August 4, 2015, the Buyer, with Mr. Leslie acting as his designated agent, entered into an Assignment of Contract and Purchase and Sale with D.W. and L.T. (the "Assignment Contract"). The Assignment Contract was subject to the assignees D.W. and L.T. obtaining financing and an inspection of the Property.
24. Mr. Leslie says that on or around the same date, he advised the Sellers' Representative about the Assignment Contract. The Sellers dispute that they were told about the Assignment Contract at that time.
25. On August 6, 2015, Mr. Leslie sent an email to the Sellers with the subject line "Appraisal - Inspection has been Scheduled for Mon - Aug 10 @ 3pm" indicating that he would attend the Property for the appraisal-inspection.
26. Mr. Leslie says that he advised the Sellers' Representative that the inspection was for the benefit of D.W. and L.T. However, the Sellers say they believed there was only to be an appraisal of the Property, not an inspection.
27. The appraisal and inspection were conducted on August 10, 2015. Two of the Sellers, but not the Sellers' Representative, were present when the appraisal-inspection took place.
28. On August 11, 2015, the subject conditions were removed from the Assignment Contract.
29. The Sellers say that they were not informed about the Assignment Contract until on or about August 13, 2015, when Mr. Leslie informed the Sellers' Representative via telephone that there would be a change in title from the Buyer to D.W. and L.T. and that D.W. and L.T. wanted the closing date of the transaction moved up.
30. On August 16, 2015, the Sellers sent an email to Mr. Leslie inquiring about how and why the title would have a name different than that of the Buyer. They also agreed to change the closing and possession dates and an amendment was signed to this effect.
31. On August 17, 2015, Mr. Leslie advised the Sellers via email that that the Buyer had assigned the Contract to a second buyer. Mr. Leslie says that the Sellers' Representative asked Mr. Leslie to provide this email so that the assignment could be explained to the other Sellers.
32. The Sellers received a copy of the Assignment Contract on September 11, 2015 from the agent for D.W. and L.T.
33. Title of the Property was transferred from the Sellers to D.W. and L.T. on September 14, 2015.

34. Mr. Leslie acknowledges that he should have ensured that he communicated pertinent information to all the Sellers rather than relying on communications solely with the Sellers' Representative.
35. A Notice of Disciplinary Hearing was issued on April 2, 2019 and served on Mr. Leslie.
36. Ms. Leslie has no previous discipline history with Council.

PROPOSED FINDINGS OF MISCONDUCT

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

1. Mr. Leslie and JL PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that while acting as a limited dual agent for the Buyer and Sellers of the Property, Mr. Leslie:
 - i. enabled a building inspection of the Property to be conducted without obtaining the informed consent of all the Sellers, contrary to sections 3-3(b) [act in accordance with the lawful instructions of the client], 3-3(c) [act only within the scope of authority given by the client] and 3-4 [act with reasonable care and skill] of the Rules;
 - ii. failed to promptly inform all the Sellers that the Contract had been assigned to D.W. and L.T. and that he was acting as the Buyer's designated agent in the Assignment Contract, contrary to sections 3-3(f) [disclose to the client all known material information] and 3-4 [act with reasonable care and skill] of the Rules; and
 - iii. failed to advise the Sellers that the deposit of \$25,000 was loaned to the Buyer by TCB Investments Corporation, a company of which he is the sole director, contrary to section 3-3(f) [disclose to the client all known material information], 3-3(i) [take reasonable steps to avoid conflict of interest] and 3-3(j) [promptly and fully disclose conflict of interest] of the Rules.

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct Mr. Leslie and JL 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. Leslie and JL PREC be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$7,500 within ninety (90) days of the date of this Order.
2. Mr. Leslie, at his own expense, register for and successfully complete the Real Estate Trading Services Remedial Education course as provided by the Real Estate Division, Sauder School of Business at the University of British Columbia within the time period directed by the Council.

3. Mr. Leslie, at his own expense, register for and successfully complete the REIC2600 Ethics in Business Practice course as provided by the Real Estate Institute of Canada within the time period stipulated by the Council.
4. Mr. Leslie and JL PREC be jointly and severally liable to pay enforcement expenses in the amount of \$1,500 within sixty (60) days from the date of this Order.
5. If Mr. Leslie and JL PREC fail to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Mr. Leslie and JL PREC's licenses without further notice to them.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Mr. Leslie and JL 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. Leslie and JL PREC have been advised of and understand their right to obtain independent legal advice regarding the disciplinary process, including with respect to the execution and submission of the Proposal.
3. Mr. Leslie and JL 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. Leslie and JL 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. Leslie and JL 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. Leslie and JL PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Mr. Leslie or JL PREC from making full answer and defence to any civil or criminal proceeding(s).

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

“Jason Alexander Leslie”

**Jason Alexander Leslie on his own behalf and
on behalf of Jason Leslie Personal Real Estate
Corporation**

Dated __7th__ day of __November__, 2019