

**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**

**WEI ZHENG also known as JOSH ZHENG  
(158604)**

**AND**

**JOSH ZHENG PERSONAL REAL ESTATE CORPORATION  
(158604PC)**

**CONSENT ORDER**

RESPONDENTS:

Wei Zheng also known as Josh Zheng,  
Representative, Unilife Realty Inc., while  
licensed with Nu Stream Realty Inc.

Josh Zheng Personal Real Estate Corporation

DATE OF REVIEW MEETING:

September 18, 2019

DATE OF CONSENT ORDER:

September 18, 2019

CONSENT ORDER REVIEW COMMITTEE:

E. Duvall, Chair  
M. Chan  
M. Walker

ALSO PRESENT:

E. Seeley, Chief Executive Officer  
D. Avren, Vice President, Legal Services and  
Compliance  
J. Moore, Legal Counsel for the Real Estate  
Council of BC

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PROCEEDINGS:

On September 18, 2019, the Consent Order Review Committee ("CORC") resolved to accept the Consent Order Proposal (the "Proposal") submitted by Wei Zheng also known as Josh Zheng, on his own behalf and on behalf of Josh Zheng Personal Real Estate Corporation.

**WHEREAS** the Proposal, a copy of which is attached hereto, has been executed by Wei Zheng also known as Josh Zheng, on his own behalf and on behalf of Josh Zheng Personal Real Estate Corporation.

**NOW THEREFORE**, having made the findings proposed in the attached Proposal, and in particular having found that Wei Zheng also known as Josh Zheng and Josh Zheng Personal Real Estate Corporation committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* ("RESA"), pursuant to section 43 of the RESA the CORC orders that:

1. Wei Zheng also known as Josh Zheng and Josh Zheng Personal Real Estate Corporation jointly and severally pay a discipline penalty to the Council in the amount of \$5,000 within three (3) months from the date of this Order;
2. Wei Zheng also known as Josh Zheng, 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; and
3. Wei Zheng also known as Josh Zheng and Josh Zheng Personal Real Estate Corporation jointly and severally pay enforcement expenses to the Council in the amount of \$1,500 within two (2) months from the date of this Order.

If Wei Zheng also known as Josh Zheng and/or Josh Zheng Personal Real Estate Corporation 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 18<sup>th</sup> day of September 2019, at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

"Elain Duvall"

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Elain Duvall, Chair  
Consent Order Review Committee

Attch.

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SBC 2004, c42, as amended**

**AND**

**WEI ZHENG also known as JOSH ZHENG  
(158604)**

**AND**

**JOSH ZHENG PERSONAL REAL ESTATE CORPORATION  
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**CONSENT ORDER PROPOSAL BY WEI ZHENG also known as JOSH ZHENG  
and JOSH ZHENG PERSONAL REAL ESTATE CORPORATION**

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**BACKGROUND AND FACTS**

This Consent Order Proposal (the “Proposal”) is made by Wei Zheng also known as Josh Zheng (“Mr. Zheng”) and Josh Zheng Personal Real Estate Corporation (the “JZ 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. Zheng on his own behalf and on behalf of the PREC, and the Council have agreed upon the following facts:

1. Mr. Zheng (158604) has been licensed as a representative trading since March 2010.
2. Mr. Zheng was unlicensed from January 21, 2016 to February 3, 2016, and for a period of one day on March 30, 2016.
3. JZ PREC has been licensed since July 7, 2016.
4. Mr. Zheng was, at all relevant times, licensed as a representative at Nu Stream Realty Inc. (the “Brokerage”), and was a member of the BL Group, a team registered with the Council.
5. On or about On March 27, 2016, the seller (the “Seller”) of a residential property located at XXX Glynde Avenue in Burnaby, BC (the “Property”) entered into a Multiple Listing Contract with the Brokerage (the “Listing Agreement”). The Property was listed for \$1,349,000.00.
6. The Listing Agreement indicated that the designated agent for the seller was BL PREC; there was no mention of a team or a list of team members.

7. The Multiple Listing Service ("MLS®") feature sheet indicated that the listing agent was BL. Mr. Zheng was provided as the contact. There was no mention of a team or team members.
8. The Council's Professional Standards Manual states that because a team is deemed to be collectively the designated agent for the client, the full names of all team members must appear on a MLS® Listing Agreement and a Contract of Purchase and Sale.
9. S.L. acted as the buyer's agent for A.W., a prospective purchaser of the Property.
10. On April 6, 2016, S.L. submitted an offer on behalf of A.W. to purchase the Property for \$1,340,000.00.
11. Following receipt of A. W's offer, Mr. Zheng advised S.L. that the Seller would consider whether or not to counter the offer only after an open house (scheduled for April 9 and 10, 2016) for the Property had been held.
12. On April 11, 2016, Mr. Zheng informed S.L. that he had received another offer for the Property.
13. At that time, Mr. Zheng had only received a verbal expression of interest in the Property from a prospective purchaser but had not received a formal written offer.
14. On April 12, 2016, S.L. submitted a second offer on behalf of A.W. to purchase the Property. The purchase price was \$1,359,000.00 with a completion date of May 6, 2016 and possession date of May 7, 2016.
15. On April 13, 2016, Mr. Zheng, on behalf of the Seller, submitted a counter-offer to A. W.'s second offer, that provided for a purchase price of \$1,379,000.00.
16. On April 14, 2016, S.L., on behalf of A.W. submitted a counter-offer to the Seller's counter-offer, that provided for a purchase price of \$1,370,000.00. The counter-offer was open for acceptance until 11:00 pm that evening.
17. On April 14, 2016, Mr. Zheng prepared a subject- free offer for the Property on behalf of N.B., - an unrepresented potential purchaser - that provided for a purchase price of \$1,400,000.00 (the "N.B. Offer"). N.B. signed a Working with a Realtor Form acknowledging that he had a customer relationship with Mr. Zheng.
18. The N.B. Offer indicated that the Seller's agent was BL PREC; it did not list any other members of the team as designated agents for the Seller.
19. A. W's counter-offer and the N.B. Offer were presented to the Seller at the same time that day.
20. Mr. Zheng did not inform S.L. that the N.B. Offer had been presented to the seller in competition with A. W's counter-offer.
21. On April 14, 2016, the Seller accepted the N.B. Offer.

22. On April 14, 2016, Mr. Zheng advised S.L. in a text message that the Seller had accepted another offer.
23. On May 27, 2016, the sale of the Property to N.B. completed without incident.
24. The Seller stated that Mr. Zheng had acted very professionally throughout the whole transaction and they were happy with the sale. At the time of the listing, Mr. Zheng had informed him that he worked within a team and the team leader was BL.
25. Mr. Zheng stated that he had advised the Seller that the Seller had a designated agency relationship with all the members of the BL Group and that members of the team may/could share confidential information amongst the team.
26. Mr. Zheng stated that this was the first time he had been in a multiple offer situation and he was not familiar with the appropriate steps to take and protocol to follow in such a situation. He acknowledged that he should have handled the situation much differently and should have consulted with his managing broker for assistance. He had not intended to deceive either of the buyers, the seller or S.L.
27. Mr. Zheng has since educated himself on how to properly document team members on relevant documents. He is currently licensed with another brokerage and is not a member of a team.
28. Mr. Zheng does not have a discipline history with the Council.

#### **PROPOSED FINDINGS OF MISCONDUCT**

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

1. Mr. Zheng committed professional misconduct within the meaning of section 35(1)(a) of the RESA, when, in his capacity as the listing agent in the 2016 sale of the Property, he:
  - a. failed to disclose to the seller, in writing, that he was a member of the BL Group;
  - b. failed to identify all members of the BL Group to the seller on the multiple listing contract and on the contract of purchase and sale of the Property;
  - c. informed S.L., the agent for a prospective buyer, that he had received a written offer on the Property when that was not the case; and
  - d. at a later date thereafter, while negotiating a counteroffer with S.L., failed to advise her that another written offer had been presented to the seller,

contrary to sections 5-10 [disclosure of representation in trading services] and 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. Zheng and the JZ 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. Zheng and the JZ PREC be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$5,000 within 3 months from the date of this Order.
2. Mr. Zheng, at his own expense, register for and successfully complete the Ethics in Business Practice course with the Real Estate Institute of Canada in the time period as directed by the Council.
3. Mr. Zheng and the JZ PREC be jointly and severally liable to pay enforcement expenses to the Council in the amount of \$1,500.00 within 2 months from the date of this Order.
4. If Mr. Zheng and the JZ 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. Zheng and the JZ 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. Zheng and the JZ 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 has 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. Zheng and the JZ 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. Zheng and the JZ 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. Zheng and the JZ PREC hereby waive their right to appeal pursuant to section 54 of the RESA.

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

“WEI ZHENG also known as JOSH ZHENG on his  
own behalf and on behalf of JOSH ZHENG  
PERSONAL REAL ESTATE CORPORATION”

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own behalf and on behalf of JOSH ZHENG  
PERSONAL REAL ESTATE CORPORATION**

**Dated 6<sup>th</sup> day of August, 2019**