

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  
MANJOT SINGH HANS  
(159262)

CONSENT ORDER

RESPONDENT: Mr. Hans, Representative,  
Blueprint Realty Inc. dba RE/MAX Blueprint  
Realty, while licensed with Tapestry Realty Ltd.  
dba Royal Group Tapestry Realty

DATE OF REVIEW MEETING: April 3, 2019

DATE OF CONSENT ORDER: April 3, 2019

CONSENT ORDER REVIEW COMMITTEE: E. Mignosa (Chair)  
E. Duvall  
R. Hanson  
N. Nicholson

ALSO PRESENT: E. Seeley, Executive Officer  
D. Avren, Director, Legal Services  
E. Allan, Legal Counsel for  
the Real Estate Council  
S. Twining, Legal Counsel for the Licensee  
M. S. Hans, Licensee

PROCEEDINGS:

On April 3, 2019, the Consent Order Review Committee (the "Committee") resolved to accept the Consent Order Proposal (the "Proposal") submitted by Manjot Singh Hans.

**WHEREAS** the Proposal, a copy of which is attached hereto, has been executed by Manjot Singh Hans.

**NOW THEREFORE**, the Committee having made the findings proposed in the attached Proposal, and in particular having found that Manjot Singh Hans committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that:

1. Manjot Singh Hans be reprimanded;
2. Manjot Singh Hans have his licence suspended for forty-five (45) days.
3. Manjot Singh Hans will not act as an unlicensed assistant during the time of his licence suspension;
4. Manjot Singh Hans pay a discipline penalty to the Council in the amount of \$2,500 within ninety (90) days from the date of this Order;
5. Manjot Singh Hans' licence include a condition requiring enhanced supervision by a managing broker for a period of not less than one year following the end of the licence suspension period, as more particularly described in Schedule 1 to this Order; and
6. Manjot Singh Hans pay enforcement expenses to the Council in the amount of \$1,500 within sixty (60) days from the date of this Order.

If Manjot Singh Hans fails to comply with any term of this Order, the Council may suspend or cancel his licence without further notice to him, pursuant to sections 43(3) and 43(4) of the *Real Estate Services Act*.

Dated this 3<sup>rd</sup> day of April, 2019, at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

"Elana Mignosa"

---

Elana Mignosa  
Consent Order Review Committee

Attch.

## **SCHEDULE 1**

1. Manjot Singh Hans' licence will be restricted to Blueprint Realty Inc., or another brokerage acceptable to Council (the "Brokerage"), for a period of not less than 12 months following completion of his licence suspension.
2. Manjot Singh Hans will be subject to enhanced supervision by his managing broker as set out in these conditions, for a period of not less than 12 months following completion of his licence suspension (the "Enhanced Supervision Period").
3. Manjot Singh Hans must remain under the direct supervision of Ishaq Mohammed Ismail, the managing broker of the Brokerage, or a successor managing broker acceptable to the Council (the "Managing Broker"), during the Enhanced Supervision Period.
4. Manjot Singh Hans must keep the Managing Broker informed on a timely basis of the real estate services that he is providing and other activities he is engaging in and must consult with the Managing Broker in advance of taking any action regarding any questions or concerns she may have regarding compliance with the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation and the Brokerage's policies and procedures.
5. Manjot Singh Hans must report all his transactions to the Brokerage promptly and ensure that no such transactions are conducted outside the Brokerage.
6. Manjot Singh Hans must ensure that all documents relevant to each transaction are provided to the Brokerage and contained in the deal file, including the contract of purchase and sale, all offers received for the listing, assignment agreements, addendums, trade records sheets, disclosure statements, releases and other pertinent information.
7. The Managing Broker must provide a final report to the Council confirming:
  - a. that Manjot Singh Hans' real estate services have been conducted under their direct supervision;
  - b. that Manjot Singh Hans' activities have been carried out competently and in compliance with the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation, and in accordance with Brokerage's policies and procedures;
  - c. that they have reviewed all documents signed by Manjot Singh Hans' clients and that all documents relevant to the transaction have been provided to the client and are contained in the trade records file; and
  - d. the number of real estate transactions that Manjot Singh Hans has conducted and details regarding the client(s), the agency offered; and any customer relationships.

8. The Report will be reviewed by the Chair of the Council, who will determine if the requirement for enhanced supervision for the period set by Council has been met, and if not, will so advise the Managing Broker and Manjot Singh Hans and Manjot Singh Hans may elect to:
  - a. continue with enhanced supervision until the Chair of the Council is satisfied by further evidence that the required period and purpose of enhanced supervision has been met; or
  - b. have his licence suspended until a further order is made by the Council under section 43(4) or (5) of the RESA.
9. The Managing Broker must immediately report to the Council anything of an adverse nature with respect to Manjot Singh Hans' real estate services, including failure on his part to observe the requirements of the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation, complaints received by the Brokerage, the nature of the complaint and the parties, and how it was resolved.
10. The Managing Broker must ensure that Manjot Singh Hans and his unlicensed or licensed assistants, if any, receive adequate, appropriate and ongoing training with respect to their obligations under the RESA, Regulations, Bylaws, and Rules, and in accordance with the Brokerage's policies and procedures.
11. The Managing Broker must be provided with a copy of these conditions and, prior to the commencement of the Enhanced Supervision Period, must confirm in writing to the Council that they have read these conditions, are aware of their duties under these conditions, and agree to accept those duties. Any acceptable successor managing broker will also be provided with a copy of these conditions and must provide the same confirmation within 14 days of assuming the Managing Broker's duties.
12. If for any reason the Managing Broker is unable to perform any of the duties imposed herein, they must immediately advise Council of this inability.
13. If the Managing Broker is unable or unwilling to perform any of these duties and/or fails to meet their obligations under these conditions, Manjot Singh Hans' licence is suspended and will remain suspended until all conditions herein are met or a further order is made by Council under section 43(4) or (5) of the RESA. Any suspension of Manjot Singh Hans' licence under this paragraph does not limit the Council's ability to take further disciplinary action for breach of the conditions or of the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation

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

**AND**

**IN THE MATTER OF**

**MANJOT SINGH HANS  
(159262)**

**CONSENT ORDER PROPOSAL BY MANJOT SINGH HANS**

---

**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Manjot Singh Hans ("Mr. Hans") 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 Service Act* ("RESA").

For the purposes of the Proposal, Mr. Hans and the Council have agreed upon the following facts:

1. Mr. Hans was licensed as a representative for trading services between June 22, 2010 and June 21, 2012 and again since June 6, 2013.
2. Mr. Hans was at all relevant times licensed as a representative for trading services with Tapestry Realty Ltd. ("Tapestry").
3. On April 20, 2015, RS, licensed as a representative with a brokerage other than Tapestry, listed a property located at XX West XX<sup>th</sup> Avenue in Vancouver (the "Property") for sale with a price of \$2,100,000. The sellers were executors of the Estate of DM. At the time of his death, DM was the sole registered owner of the Property.
4. On April 25, 2015, MR entered into a Contract of Purchase and Sale with the sellers for the Property for \$2,198,888 with completion set for August 27, 2015 (the "First Contract"). MR included a subject in the First Contract that he reserved the right to assign the First Contract.
5. MR did not assign the First Contract prior to August 27, 2015 and failed to complete.
6. At some point between April 25 and September 5, 2015, MR contacted Mr. Hans and informed him that he had recently purchased the Property which he wished to sell.
7. Mr. Hans did not enter into a written agreement with MR, never met MR in person and did not disclose in writing the nature of the services that he would be providing to MR.

8. Mr. Hans took no steps to confirm that MR had actually purchased the Property or to otherwise verify MR's authority to sell or assign the Property.
9. On September 5, 2015, Mr. Hans contacted NW, licensed representative for trading at XXX Realty Ltd. ("XXX Realty"), and represented to her that his client, MR, owned the Property and wanted to sell it and inquired whether she had a buyer.
10. NW confirmed to Mr. Hans that she had a client, HH, who may be interested in purchasing the Property from MR.
11. On September 6, 2015, NW prepared an offer on behalf of HH for the Property and sent it to Mr. Hans (the "Offer"). Pertinent details of the Offer were as follows:

MLS No.:	Exclusive Listing
Seller:	[MR]
Buyer:	[HH]
Price:	\$2,300,000
Deposit:	\$120,000 held in trust with XXX Realty within 24 hours of acceptance
Completion:	December 1, 2015
Agency:	Designated Agent for the Seller – [MH] licensed with Tapestry Designated Agent for the Buyer – [NW] licensed with XXX Realty

12. On September 8, 2015, HH provided NW with a cheque for \$120,000 to be deposited into XXX Realty's trust account as a deposit on the Property.
13. On September 9, 2015, Mr. Hans forwarded a copy of the title search to the Property as well as a copy of the probate for the estate of DM. The title search Mr. Hans forwarded to NW was retrieved on March 27, 2015 by RS and listed DM as the owner in fee simple. Mr. Hans wrote to NW:

Here is the Probate letter and I am waiting for the fee agreement, don't worry seller has advised me they are excepting only our offer they are no longer working with anyone else, as a result of our relationship, and we will complete, they just want every thing to go thru the lawyers to make sure its legally completed as it was a original probate which has been cleared. [sic] I will update you as I here or receive more. [sic]

14. NW and her managing broker reviewed the title search and probate and later that day inquired with Mr. Hans as to who MR was and what MR had to do with the estate of DM. Mr. Hans responded:

[MR] is the one that bought this property from the estate of [DM], so that's where the probate had come from and we are purchasing it from him. via thru the lawyers. [sic] Seller ([MR]) just came back in town from Toronto, I spoke with him at 1:15 and he was going to the lawyers office to advise on transaction and I and meeting him tomorrow and sending over fee agreement again today as he said it didn't come thru clear yesterday. [sic]

15. On September 9, 2015, MR signed a Seller's Fee Agreement (Buyer Represented Seller Not Represented) stating that a commission of \$50,000 was to be split between NW and Mr. Hans (the "Fee Agreement").
16. On September 10, 2015, MR accepted the Offer (the "Second Contract") and Mr. Hans sent a copy of the Second Contract and the Fee Agreement to NW.
17. Mr. Hans did not review a copy of the Offer prior to sending it to MR nor did he review a copy of the Second Contract prior to sending it to NW.
18. Later that day, NW provided Mr. Hans with a copy of the \$120,000 bank draft from HH which was to be the deposit on the Property.
19. Mr. Hans did not provide his managing broker with a copy of the Second Contract or the Fee Agreement.
20. On September 11, 2015, NW deposited the bank draft of \$120,000 into XXX Realty's trust account.
21. On September 16, 2015, NW discovered that the Property had been re-listed by RS as of September 9, 2015 for \$2,200,000.
22. On September 17, 2015, NW's managing broker called RS. RS informed him that MR had offered on the Property and executed the First Contract but failed to complete and at some point after August 27, 2015, Mr. Hans had contacted RS and inquired whether MR could write another offer on the Property.
23. Following this phone call with RS, NW's managing broker called Mr. Hans for an explanation.
24. Later that day, Mr. Hans wrote to NW, her managing broker and others as follows:

It has come to my attention that there is some confusion about who I represent in this transaction. I want to make clear that I have a fee agreement with [MR] (the assignor) only. I do not represent the seller in this transaction, nor do I represent ([HH], the assignee), or any other party. I therefore do not have the capacity to facilitate the release of any monies held in trust by the seller.
25. Mr. Hans did not inform his managing broker about his activities in relation to the Property.
26. On September 18, 2015, Mr. Hans had MR signed an Authorization to Release Trust Funds and Final General Release. The deposit was returned to HH.
27. A Notice of Discipline Hearing was issued on April 11, 2018 and served on Mr. Hans.
28. Mr. Hans does not have any prior discipline record with the Council.

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

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

1. Mr. Hans committed conduct unbecoming of a licensee within the meaning of section 35(2) and professional misconduct within the meaning of section 35(1)(a) of RESA and contravened section 3-4 of the Rules, in or about August and September 2015 when he:
  - a. purported to provide real estate services to MR regarding the Property without ascertaining whether MR had authority to trade the Property, and
  - b. represented to NW and/or her managing broker that MR was the seller of the Property when he knew or ought to have known that MR was not the owner of the Property and did not have the authority to sell the Property;
2. Mr. Hans committed professional misconduct within the meaning of section 35(1)(a) of RESA and contravened section 3-2(1) and 3-4 of the Rules, in or about August and September 2015 by failing to promptly provide his managing broker with the original or a copy of the records pertaining to his real estate services in relation to the Property and,
3. Mr. Hans committed professional misconduct within the meaning of section 35(1)(a) and contravened section 3-2(2) and 3-4 of the Rules, in or about August and September 2015, by failing to keep his managing broker informed of the real estate services that he provided and other activities performed in relation to the Property.

#### **PROPOSED ORDERS**

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

1. Mr. Hans be reprimanded.
2. Mr. Hans's licence be suspended for 45 days.
3. Mr. Hans be prohibited from acting as an unlicensed assistant during the licence suspension period.
4. Mr. Hans pay a discipline penalty to the Council in the amount of \$2,500 within ninety (90) days of the date of this Order.
5. Mr. Hans' licence include a condition requiring enhanced supervision by a managing broker for a period of not less than one year following the end of the licence suspension period, as more particularly described in Schedule 1 to this Order (the "Enhanced Supervision"). Mr. Hans agrees that the terms of the Enhanced Supervision form a part of this Consent Order pursuant to section 41 of the RESA.
6. Mr. Hans pay enforcement expenses to Council in the amount of \$1,500.00 within sixty (60) days from the date of this Consent Order.



7. If Mr. Hans fails to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Mr. Hans's licence without further notice to him.

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

1. Mr. Hans 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. Hans 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 they are making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Mr. Hans 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. Hans 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. Hans hereby waives their right to appeal pursuant to section 54 of the RESA.
6. The Proposal and its contents are made by Mr. Hans 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. Hans in any civil proceeding with respect to the matter.

"Manjot Singh Hans"

---

**MANJOT SINGH HANS**

**Dated 26<sup>th</sup> day of November, 2018**

## SCHEDULE 1

1. Manjot Singh Hans' licence will be restricted to Blueprint Realty Inc., or another brokerage acceptable to Council (the "Brokerage"), for a period of not less than 12 months following completion of his licence suspension.
2. Manjot Singh Hans will be subject to enhanced supervision by his managing broker as set out in these conditions, for a period of not less than 12 months following completion of his licence suspension (the "Enhanced Supervision Period").
3. Manjot Singh Hans must remain under the direct supervision of Ishaq Mohammed Ismail, the managing broker of the Brokerage, or a successor managing broker acceptable to the Council (the "Managing Broker"), during the Enhanced Supervision Period.
4. Manjot Singh Hans must keep the Managing Broker informed on a timely basis of the real estate services that he is providing and other activities he is engaging in and must consult with the Managing Broker in advance of taking any action regarding any questions or concerns she may have regarding compliance with the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation and the Brokerage's policies and procedures.
5. Manjot Singh Hans must report all his transactions to the Brokerage promptly, and ensure that no such transactions are conducted outside the Brokerage.
6. Manjot Singh Hans must ensure that all documents relevant to each transaction are provided to the Brokerage and contained in the deal file, including the contract of purchase and sale, all offers received for the listing, assignment agreements, addendums, trade records sheets, disclosure statements, releases and other pertinent information.
7. The Managing Broker must provide a final report to the Council confirming:
  - a. that Manjot Singh Hans' real estate services have been conducted under their direct supervision;
  - b. that Manjot Singh Hans' activities have been carried out competently and in compliance with the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation, and in accordance with Brokerage's policies and procedures;
  - c. that they have reviewed all documents signed by Manjot Singh Hans' clients and that all documents relevant to the transaction have been provided to the client and are contained in the trade records file; and
  - d. the number of real estate transactions that Manjot Singh Hans has conducted and details regarding the client(s), the agency offered; and any customer relationships.
8. The Report will be reviewed by the Chair of the Council, who will determine if the requirement for enhanced supervision for the period set by Council has been met, and if not, will so advise the Managing Broker and Manjot Singh Hans and Manjot Singh Hans may elect to:
  - a. continue with enhanced supervision until the Chair of the Council is satisfied by further evidence that the required period and purpose of enhanced supervision has been met; or

- b. have his licence suspended until a further order is made by the Council under section 43(4) or (5) of the RESA.
- 9. The Managing Broker must immediately report to the Council anything of an adverse nature with respect to Manjot Singh Hans' real estate services, including failure on his part to observe the requirements of the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation, complaints received by the Brokerage, the nature of the complaint and the parties, and how it was resolved.
  - 10. The Managing Broker must ensure that Manjot Singh Hans and his unlicensed or licensed assistants, if any, receive adequate, appropriate and ongoing training with respect to their obligations under the RESA, Regulations, Bylaws, and Rules, and in accordance with the Brokerage's policies and procedures.
  - 11. The Managing Broker must be provided with a copy of these conditions and, prior to the commencement of the Enhanced Supervision Period, must confirm in writing to the Council that they have read these conditions, are aware of their duties under these conditions, and agree to accept those duties. Any acceptable successor managing broker will also be provided with a copy of these conditions and must provide the same confirmation within 14 days of assuming the Managing Broker's duties.
  - 12. If for any reason the Managing Broker is unable to perform any of the duties imposed herein, they must immediately advise Council of this inability.
  - 13. If the Managing Broker is unable or unwilling to perform any of these duties and/or fails to meet their obligations under these conditions, Manjot Singh Hans' licence is suspended and will remain suspended until all conditions herein are met or a further order is made by Council under section 43(4) or (5) of the RESA. Any suspension of Manjot Singh Hans' licence under this paragraph does not limit the Council's ability to take further disciplinary action for breach of the conditions or of the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation.