

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

AND

IN THE MATTER OF

YUE (HELEN) YIN
(164138)

CONSENT ORDER

RESPONDENT: Yue (Helen) Yin, Representative, while licenced with Home Park Realty Ltd., and while licensed with Pan Pacific Platinum Real Estate Services Inc. dba New Coast Realty.

DATE OF REVIEW MEETING: May 14, 2018

DATE OF CONSENT ORDER: May 22, 2018

DISCIPLINE COMMITTEE: R. Holmes, Q.C.

ALSO PRESENT: Jennifer Clee, Legal Counsel for the Real Estate Council
Joy Mo, Court Interpreter for the Respondent

PROCEEDINGS:

On May 14, 2018, the Discipline Committee ("Committee") resolved to accept the Consent Order Proposal ("COP") submitted by Yue (Helen) Yin.

WHEREAS the COP, a copy of which is attached hereto, has been executed by Yue (Helen) Yin.

AND WHEREAS Yue (Helen) Yin has consented to a one person discipline committee.

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

1. Yue (Helen) Yin be reprimanded;
2. Yue (Helen) Yin have her licence suspended for twenty-one (21) days starting on July 27, 2018.
3. Yue (Helen) Yin will not act as an unlicensed assistant during the time of her licence suspension;
4. Yue (Helen) Yin pay a discipline penalty in the amount of \$2,500 within ninety (90) days of the date of this Order;
5. Yue (Helen) Yin, at her own expense, register for and successfully complete the *Real Estate Trading Services* Remedial Education Course, as provided by Sauder School of Business at the University of British Columbia in the time period as directed by the Council;
6. Yue (Helen) Yin's licence include a condition requiring enhanced supervision by a managing broker for a period of not less than 12 months following the end of the licence suspension period, as more particularly described in Schedule 1 to this Order.
7. Yue (Helen) Yin pay enforcement expenses in the amount \$3,000 within sixty (60) days from the date of this Order.

If Yue (Helen) Yin fails to comply with any term of this Order, the Council may suspend or cancel her licence without further notice to her, pursuant to sections 43(3) and 43(4) of the *Real Estate Services Act*.

Dated this 22nd day of May, 2018, at the City of Vancouver, British Columbia.

ON BEHALF OF THE DISCIPLINE COMMITTEE



R. Holmes, Q.C.
Discipline Committee

Attch.

SCHEDULE 1

- 1) Yue (Helen) Yin's licence will be restricted to Home Park Realty Ltd, or another brokerage acceptable to Council (the "Brokerage"), for a period of not less than 12 months following completion of her licence suspension.
- 2) Yue (Helen) Yin will be subject to enhanced supervision by her managing broker as set out in these conditions, for a period of not less than 12 months following completion of her licence suspension (the "Enhanced Supervision Period").
- 3) Yue (Helen) Yin must remain under the direct supervision of Laura Wanying Zhao, the managing broker of the Brokerage, or a successor managing broker acceptable to the Council (the "Managing Broker"), during the Enhanced Supervision Period.
- 4) Yue (Helen) Yin must keep the Managing Broker informed on a timely basis of the real estate services that she is providing and other activities she 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) Yue (Helen) Yin must report all her transactions to the Brokerage promptly, and ensure that no such transactions are conducted outside the Brokerage.
- 6) Yue (Helen) Yin 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 Yue (Helen) Yin's real estate services have been conducted under their direct supervision;
 - b. that Yue (Helen) Yin's 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 Yue (Helen) Yin's 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 Yue (Helen) Yin has conducted and details regarding the client(s), the agency offered; and any customer relationships.

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- 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 Yue (Helen) Yin and Yue (Helen) Yin 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 her 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 Yue (Helen) Yin's real estate services, including failure on her 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 Yue (Helen) Yin and her 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, Yue (Helen) Yin's 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 Yue (Helen) Yin's 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*
S.B.C. 2004, c. 42 as amended**

AND

IN THE MATTER OF

**YUE (HELEN) YIN
(164138)**

CONSENT ORDER PROPOSAL BY YUE (HELEN) YIN

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Yue (Helen) Yin ("Ms. Yin") 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, Ms. Yin and the Council have agreed upon the following facts:

1. Ms. Yin has been licensed as a representative since May 16, 2012.
2. Ms. Yin was licensed as a representative with Pan Pacific Platinum Real Estate Services Inc. dba New Coast Realty ("New Coast Realty") between December 23, 2013 and September 9, 2014.
3. Ms. Yin has been licensed as a representative with Vancouver Home Park Realty Ltd. ("Vancouver Home Park Realty") since September 9, 2014.

File: 13-306

4. On or about December 19, 2013 Ms. Yin began working as an assistant to M.Y., another representative licensed with New Coast Realty.
5. P.L. was Ms. Yin's and M.Y.'s managing broker.
6. On or about January 20, 2014, Ms. Yin and M.Y. entered into a Cooperation Agreement which stipulated various provisions regarding a working relationship between Ms. Yin, New Coast Realty, and M.Y., including a commission sharing arrangement whereby M.Y. and New Coast Realty would receive 90% of the commission and Ms. Yin would receive 10% of the commission in transactions where the other party in the transaction was represented by a licensee, and a commission sharing arrangement whereby M.Y. and New Coast Realty would receive 70% of the

commission and Ms. Yin would receive 30% of the commission in transactions where the other party in the transaction was unrepresented.

7. After signing the Cooperation Agreement, Ms. Yin became a member of M.Y.'s team, which was called "Team M.Y."
8. The team name "Team M.Y." had not been approved by the Council, and was not approved by the Council until March 6, 2015.
9. Ms. Yin stated to the Council that neither P.L. nor M.Y. advised her that the team name "Team M.Y." had not been approved by the Council.
10. This matter arose from a complaint submitted by K.C., a buyer of a residential property located at [REDACTED] Rideau Place, Richmond, BC (the "Property").
11. On or about April 8, 2014, M.Y. obtained the listing for the Property.
12. Ms. Yin stated that on April 11, 2014, M.Y. contacted her and told her that a potential buyer had made an appointment to view the Property. M.Y. directed Ms. Yin to show the Property to the buyer the next day and encouraged her to try and obtain an offer from the prospective buyer.
13. On April 12, 2014, Ms. Yin showed the Property to K.C., his wife and their children. Ms. Yin informed K.C. that she was Ms. Yu's partner and not the listing agent, and that she was not acting for K.C. but was only showing him the Property.
14. On April 12, 2014, Ms. Yin prepared a contract of purchase and sale (the "Offer") for K.C. which provided the following:

Purchase Price:	\$870,000.00
Deposit:	\$44,000.00 within 24 hours of subject removal date by bank draft
Buyer's Agent:	M.Y. PREC and Yue Yin, New Coast Realty
Seller's Agent:	M.Y. PREC and F. K. C., New Coast Realty
Subject to:	mortgage, Property Disclosure Statement, insurance, title search, and an inspection – all to be removed by April 22, 2014

15. Accompanying the Offer was a "Working with a REALTOR®" brochure dated April 12, 2014 that designated M.Y. PREC and Ms. Yin as K.C.'s agents. The brochure was signed by Ms. Yin and K.C., but not by M.Y.
16. The seller countered the Offer on April 12, 2014 at the price of \$978,000. K.C. countered the seller's counter-offer at \$910,000. The seller did not accept K.C.'s counter.

17. Ms. Yin stated that further negotiations occurred between K.C. and the seller after April 12, 2014, and on April 18, 2014 Ms. Yin drafted a new offer (the "Second Offer") which was signed by K.C. and provided the following:

Purchase Price:	\$938,000.00
Deposit:	\$47,000.00 within 24 hours of subject removal date by bank draft
Buyer's Agent:	Yue Yin, New Coast Realty
Seller's Agent:	M. Y. PREC and F. K. C., New Coast Realty
Subject to:	mortgage, Property Disclosure Statement, insurance, title search, and an inspection – all to be removed by April 30, 2014

18. Accompanying the Second Offer was a "Working with a REALTOR®" brochure dated April 12, 2014 and signed by K.C., designating Ms. Yin as his agent.

19. Ms. Yin stated in her correspondence to the Council, received on October 17, 2014, that on April 19, 2014 she met with M.Y. to discuss the Second Offer, and K.C.'s wish to add an additional subject to the contract regarding an acceptable fengshui environment. M.Y. told Ms. Yin that a fengshui subject would be unacceptable to the seller and that the seller would only agree to a purchase price of \$938,000.00 provided the seller did not have to pay the \$20,000 selling agent's bonus that had been offered, and provided the mortgage and inspection subject conditions were removed.

20. M.Y. provided Ms. Yin with the seller's counter-offer (the "Counter-Offer"), dated and signed by the seller on April 18, 2014, wherein the mortgage and inspection subjects had been crossed out and initialed by the seller. The Counter-Offer provided the following:

Purchase Price:	\$938,000.00
Deposit:	\$47,000.00 within 24 hours of subject removal date by bank draft
Buyer's Agent:	Yue Yin, New Coast Realty
Seller's Agent:	M.Y. PREC and F. K. C., New Coast Realty
Subject to:	Property Disclosure Statement, insurance and title search – all to be removed by April 24, 2014.

21. Ms. Yin stated to the Council that on April 19, 2014, K.C. initialed beside the changes on the Counter-Offer, accepting the Counter-Offer and creating the contract for the sale of the Property (the "Contract"). Ms. Yin advised the Council that she told K.C. the following:

1. *"(1) this contract did not allow the subject of house inspection and mortgage;*
 2. *(2) that this contract was equal to cash deal;*
 3. *(3) that the seller agreed to leave four days for H.M. to arrange for mortgage, and*
 4. *(4) that the subject of fengshui was unacceptable".*
22. According to Ms. Yin, M.Y. had advised her that as a courtesy, the seller would allow four days for H.M. to access the Property for mortgage purposes and in order that K.C. could have the home inspected by a home inspector and fengshui master.
23. Ms. Yin did not provide K.C. with a Disclosure of Remuneration Form disclosing the amount of remuneration she anticipated receiving or the source of that remuneration, nor with a copy of the Contract.
24. Ms. Yin emailed a copy of the Contract to K.C.'s mortgage broker. Ms. Yin stated to the Council in her correspondence received by the Council October 17, 2014, that she did not email K.C. a copy of the Contract because she did not have his email address, but she believed he had a copy of the Contract.
25. Ms. Yin did not provide K.C. with a copy of the Contract until April 24, 2014.
26. K.C. stated to the Council that he was contacted by his mortgage broker on April 20, 2014 and was surprised when his mortgage broker mentioned to him that the financing and inspection subject conditions had been crossed out, as he did not recall signing the Contract with any terms crossed out and had simply signed where Ms. Yin asked him to sign.
27. Ms. Yin stated in her correspondence to the Council that K.C. was aware of the crossed off financing and inspection conditions as indicated by his initials next to the crossed off conditions.
28. According to Ms. Yin, on April 20, 2014, K.C.'s wife telephoned her asking her whether the seller would agree to extend the deadline to secure a mortgage by one or two days and whether they could cancel the contract for fengshui reasons. In her statement to the Council, Ms. Yin stated that she advised K.C. and his wife that she could help them secure mortgage financing, but that they could not cancel the contract because of inspection and fengshui issues.
29. K.C. advised the Council that he texted Ms. Yin on April 20, 2014 after speaking with the mortgage broker, and asked her to add the inspection subject back into the Contract and that Ms. Yin texted him back "Yes. OK".
30. Ms. Yin did not seek to add an inspection subject clause back into the Contract.
31. On April 24, 2014, K.C. had the home inspected by a home inspector and a fengshui master. According to Ms. Yin, the inspections completed around 4:30 p.m., after which she provided K.C. with the Property Disclosure Statement and the subject removal addendum. Ms. Yin stated that K.C. advised her that he did not wish to sign the documents until after he reviewed the home

inspection and fengshui reports. Ms. Yin relayed K.C.'s comments to M.Y., who told Ms. Yin to warn K.C. that the seller could sue him if he did not proceed with subject removal and provide the deposit.

32. Ms. Yin stated in her correspondence to the Council received by the Council October 17, 2014, that K.C. became angry when told that the seller may sue him.
33. At around 6:12 p.m. on April 24, 2014, K.C. sent Ms. Yin an email in which he stated that he did not wish to complete the transaction with respect to the Property and did not wish to remove subject conditions due to issues pointed out by the home inspector.
34. Ms. Yin stated that after she received K.C.'s email on April 24, 2014, she contacted M.Y. to advise her of K.C.'s intention not to proceed with his purchase of the Property due to issues with the Property pointed out by his home inspector. M.Y. instructed Ms. Yin to contact K.C. to advise him that he faced a possible lawsuit from the seller if he refused to provide the deposit and proceed with the transaction, as K.C. could not refuse to complete on the basis of the inspection or fengshui reports. M.Y. also instructed Ms. Yin to leave a copy of the Contract with K.C.
35. According to Ms. Lin, she tried to telephone K.C. several times, but he would not answer his phone. Ms. Lin returned to her office and attempted to contact her managing broker, P.L., to ask what she should do but was unable to reach him. Ms. Yin did speak to G.L., one of New Coast Realty's other managing brokers, who instructed her to leave a copy of the Contract at K.C.'s door, but in a "secured boundary inside the property door". As K.C. would not answer her calls, Ms. Yin returned to his residence where she knocked on his door without receiving a response. In attempting to comply with G.L.'s instructions, Ms. Yin left a copy of the contract on K.C.'s doorstep.
36. K.C. stated that after sending Ms. Yin the email confirming his decision not to complete the transaction with respect to the Property, M.Y. called him to inform him that he could not cancel the deal because the offer was, in effect, a cash deal without subject to financing and inspection conditions, and that he faced a lawsuit by the seller and could be found liable for damages if the seller sold the Property for an amount less than the Contract price, if K.C. refused to proceed.
37. K.C. stated in his complaint to the Council that fifteen to twenty minutes after the telephone call with M.Y., Ms. Yin arrived at his doorstep without notice. K.C. stated he did not open the door for Ms. Yin as he felt she intended to try and force him to sign the Property Disclosure Statement and that she had misled him.
38. Ms. Yin stated that at the behest of M.Y., she left a voicemail for K.C. Ms. Yin provided the Council with the following translation of her voicemail message to K.C.:

"Hello, I am Helen, I am in front your house. Knock on the door, nobody was answer. I will leave the contract on your door that want to remind you would not breach of contract. If you are see it, give me a call, if not, also give me a call. As you know, we discussed at before, this offer is equivalent to a cash

*offer. Please give me a call when you got this message. Thank you, Helen, phone 778-***-****, 778-***-****."*

39. K.C. provided the Council with the following translation of the Ms. Yin's voicemail:

*"[K.C.], how are you, this is Helen, I am at your house front door now, I think, I don't know whether you are home, I delivered the contract to you, the one that you had signed, I left it at your door step, if you see it, give me a call, if you don't see it also give me a call, then I want to tell you this offer now is belonging... now this offer is unconditional, no subjects removal no other terms and conditions, no removal date. Now the vendor is preparing to sue us, not only sue you, the vendor can sue me and you together for the responsibilities because the vendor thinks that he has sold the property, if he sells the property, relist the property again and if the next offer is lower than the price on it, he can possibly go after you, he can request for an economic compensation. Therefore, if you hear my telephone, my voicemail, return a call to me. Telephone 778-***-****, 778-***-****. Thank you and bye bye."*

40. K.C. stated in an email to the Council dated May 8, 2014, that this voicemail was the first time Ms. Yin mentioned to him that the Contract had no subjects.
41. The Contract contained three subject conditions for the benefit of K.C. relating to the PDS, insurance and title, which were to be removed by April 24, 2014. K.C. did not remove the subject conditions.
42. In her correspondence to the Council received October 17, 2014, Ms. Yin stated that M.Y. instructed her to respond to K.C.'s April 24th email outlining his intention not to follow through with buying the Property, and to send a copy of the Contract to K.C. Consequently, in addition to leaving a voice message for K.C. and leaving a copy of the Contract at his doorstep, at 9:13 pm on April 24, 2014, Ms. Yin sent an email to K.C. attaching a copy of the Contract and reiterating that *"This is a contract and initialed by yourself...You should be aware that it has the force of law. I want to say that this cash offer, no subject removal and cancel. And tell you what the serious consequences of this thing. The seller will sue you and me. Moreover, if they will get other offer lower than this price, you will pay the difference between the two prices..."*.
43. K.C. stated that sometime after midnight he discovered the Contract on his doorstep. He was worried that confidential information in the Contract may have been revealed to other residents in the townhouse complex.
44. Ms. Yin stated that at 12:45 am on April 25, 2014, K.C. emailed her stating that he did not respond to her calls because after emailing his intent not to complete the transaction with respect to the Property, M.Y. had called him, and he felt misled by both M.Y. and Ms. Yin.
45. At 8:25 am on April 25, 2014, Ms. Yin forwarded K.C.'s response to M.Y. without K.C.'s knowledge or consent, again at M.Y.'s behest.

46. Ms. Yin advised the Council that both she and M.Y. attempted several times without success to contact K.C. after receiving K.C.'s April 25, 2014 email.
47. Ms. Yin stated that she felt she had to follow the instructions of M.Y. and the managing brokers in order to survive as a "little agent".
48. Ms. Yin failed to promptly provide to P.L., her managing broker, with the original or a copy of the trading records in her possession, but rather left all copies of the trading records in M.Y.'s office.
49. In her correspondence to the Council received on October 17, 2014, Ms. Yin stated that P.L. almost never answered her phone calls after 5:00 p.m., which is why she called G.L. with respect to instructions on April 24, 2014. Ms. Yin further stated that between April 24, 2014 and May 5, 2014, P.L. failed to communicate with her over the phone or in person and thus she did not have a chance to provide him with a copy of the trading the records.
50. Ms. Yin stated that from April 24, 2014 to April 28, 2014 she did not see P.L. in the office. On the night April 28, 2014, M.Y. informed her that K.C. had contacted P.L. and filed a complaint with the Council against both of them. M.Y. told her that she had explained to P.L. what had happened during the transaction and that Ms. Yin should call P.L. immediately.
51. Ms. Yin stated that shortly thereafter she telephoned P.L. who told her that it was too late in the day to speak on the telephone and that he would meet with her the next day in the office. Ms. Yin says she did not see Mr. Leung in the office until May 5, 2014.
52. Ms. Yin stated that on May 5, 2014 she met with P.L. in the office and he told her that he did not want to listen to her explanations regarding the transaction and instructed her to move to another brokerage.
53. Ms. Yin stated that according to her agreement with New Coast Realty, she was required to provide New Coast Realty with three months' notice, which she did. During the notice period, P.L. did not communicate with her.
54. In September 2014, Ms. Yin transferred her license to another brokerage.
55. A Notice of Discipline Hearing was issued to on August 19, 2016 and served upon Ms. Yin.
56. Ms. Yin has no prior discipline history with the Council.

File: 15-490

1. On September 21, 2015, the sellers of residential property located at [REDACTED] Citation Drive, Richmond, BC (the "Property") entered into a Multiple Listing Contract with Vancouver Home Park Realty. Ms. Yin and Y.L. were named as designated agents for the sellers. Because the transaction was Y.L.'s first as a listing agent, Vancouver Home Park Realty designated Ms. Yin as co-listing agent in order for her to assist Y.L.

2. On September 21, 2015, the sellers completed the Property Disclosure Statement and entered the following information in Section GG: "(i) Number of Unit Parking Stalls "1" included and specific numbers #97".
3. On September 21, 2015, the MLS® Link Residential Data Input Form was completed as follows:

Section 238: Parking	GARB Garage, Under Building, Open, Visitor Parking
Section 240: Parking Places Covered	1
Section 242: Parking Places Total	1

4. The MLS® feature sheet R [REDACTED] indicated:

Total Parking:	1
Covered Parking:	1
Parking:	Garage Underbuilding, Open, Visitor Parking

5. According to Y.L., the covered parking field was either automatically populated by the program, or she unintentionally checked the covered parking stall box when completing the data input form. Ms. Yin reviewed the information in the Data Input Form after it was entered by Y.L. and submitted it to the Real Estate Board of Greater Vancouver.
6. On November 10, 2015, H.M., ("H.M.") viewed the Property with Ms. Yin and Y.L. According to H.M., he only looked at the unit during this viewing and not the parking stall.
7. On November 13, 2015, H.M. and the seller signed a Limited Dual Agency Agreement acknowledging and consenting to a limited dual agency relationship with Ms. Yin, H.M. acknowledged receiving a Disclosure of Remuneration form from Ms. Yin, and H.M. made an offer to purchase the Property.

8. The pertinent details of the offer were as follows:

Price:	\$158,000
Deposit:	\$7,800 within 24 hours of subject removal
Completion:	November 26, 2015
Possession:	Vacant at Noon on November 27, 2015
Buyer's Agent:	Yue (Helen) Yin/Vancouver Home Park Realty Ltd.
Seller's Agent:	Yan (Ellen) Lin and Yue (Helen) Yin/Vancouver Home Park Realty Ltd.
Limited Dual Agency:	Yue (Helen) Yin, Vancouver Home Park Realty Ltd.
Subjects:	financing, Property Disclosure Statement, Inspection, title search, Insurance, strata documents, all to be removed by November 24, 2015

9. On November 16, 2015, H.M. viewed the Property a second time with Y.L. According to H.M., he asked Y.L. to show him the location of the parking stall and she agreed. However, while H.M. was measuring the Property, Y.L. advised him that she had to meet another client and the viewing ended without her showing him the location of the parking stall. According to H.M., he did not insist on viewing the parking stall because the MLS® feature sheet disclosed that it was located in a covered parking area.
10. On November 16, 2015, the seller accepted H.M.'s offer (the "Contract").
11. On November 17, 2015, H.M. and the seller executed an Addendum to the Contract and removed all subject conditions. The Property Disclosure Statement provided to H.M., and sections (m) (ii) and (iii) of the Form B-Information Certificate (included with the strata documents), indicated that parking stall #97 was common property and was allocated to the Property. The Form B did not indicate whether parking stall #97 was covered or located in the underground garage.
12. H.M. stated that when he called Ms. Yin later to ask her for the parking stall location, she suggested he call Y.L. to obtain the information. On November 25, 2015, Y.L. texted H.M. that the parking stall for the unit was parking stall #97.
13. On November 26, 2015, the sale of the Property completed without H.M. having attended at the Property to confirm the location of parking stall #97.
14. According to H.M., he was unable to locate parking stall #97 when he moved into the Property on December 1, 2015. He stated that he approached Y.L. a few days later and asked her to show him the location of the parking stall for the Property. According to H.M., when he questioned her as to its location in an uncovered area, she pointed to the underground parking lot and stated his truck was too high to clear the entrance.
15. On February 12, 2016, three months after the sale completed, the Council received a complaint from H.M. against Ms. Yin and Y.L. The nature of H.M.'s complaint was that Ms. Yin and Y.L. had advertised on the MLS® feature sheet that the parking stall for the Property was covered and located in the underground garage, when it was not.
16. Subsequently, H.M. also complained that Ms. Yin and Y.L. did not show him the location of the parking stall despite his requests to view the stall on the two occasions he viewed the Property.
17. In her statement to the Council, Ms. Yin stated that H.M. viewed the Property on two occasions, once before and once after H.M. wrote an offer on the Property, and that on both occasions, Y.L. showed them the Property, the building, the clubhouse, parking stall #97, and the small garden in front of the unit's window. Ms. Yin stated that H.M. was happy with the open parking space because he had a large oversized truck. In her statement to the Council, Y.L. confirmed that she had lived in the complex for 6 years and that during all showings and open houses she communicated that parking stall #97 "was beside the visitor parking lot which was open".

18. According to Ms. Yin, she contacted H.M. in July 2016, after learning of his complaint against her, and H.M. advised her that the apartment was very nice and everything was "O.K". Ms. Yin also contacted H.M. in early 2017, at which time H.M. asked her to change the parking stall or pay him \$6,000 in compensation.
19. A Notice of Disciplinary Hearing was issued on October 5, 2017 and served on Ms. Yin
20. Ms. Yin does not have a discipline history with the Council.
21. Ms. Yin acknowledged to the Council that a mistake had been made by her and Y.L. when completing the MLS® Link Residential Data Input Form, but advised the Council that the mistake was unintentional, and that she did not intend to mislead or deceive the public.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of the Proposal and based on the Facts outlined herein, Ms. Yin proposes the following findings of misconduct be made by the CORC:

File: 13-306

While licensed as a representative with Pan Pacific Platinum Real Estate Services Inc. dba New Coast Realty ("New Coast Realty") and in relation to the purchase and sale of [REDACTED] Rideau Place, Richmond, BC, she committed professional misconduct within the meaning of section 35(1)(a) of the RESA when:

- (a) contrary to section 5-10 of the Council Rules, she failed to disclose to H.M. K. C. the nature of the representation that she would be providing, in that she:
 - i. advised K. C. that she was a team partner with M.Y., and that she was just 'showing the property and not acting for him';
 - ii. at the same time, prepared and had K.C. sign two Working with a Realtor forms, of which one copy indicated that he was in a designated agency with her and M.Y., and another copy indicated that he was in a designated agency relationship with her only; and
 - iii. prepared various contracts of purchase and sale on behalf of K.C. that either indicated that K.C. was in an agency agreement with her and M.Y., or with her solely.
- (b) in her capacity as a designated agent, she failed to promptly, if at all, disclose to K.C. in writing, the source of and the amount of remuneration that she anticipated the receiving, contrary to section 5-11(2) of the Council Rules;
- (c) contrary to sections 3-3(a), (i) and (j) of the Council Rules, she failed to act in the best interests of K.C., and failed to take steps to avoid or disclose a conflict of interest, when she

crossed out, or alternatively, was complicit with M.Y. when she crossed out the financing and home inspection clauses, without K.C.'s knowledge, consent or authorization, and further did not draw to K.C.'s attention, or fully discuss with K.C. the implications of the crossed-out clauses;

- (d) contrary to section 5-4(a) of the Council Rules, she failed to promptly deliver a copy of an accepted offer to K.C. when it was signed and accepted by the seller on April 19, 2014; but instead, on April 24, 2014, left the signed contract on the doorstep of K.C.'s residence which was situated in a townhouse complex;
- (e) contrary to section 3-3(b) of the Council Rules, when on April 20, 2014 she was instructed by K.C., to insert the inspection clause back into the contract, she failed to take steps to do so or act otherwise, despite indicating in a text message to K.C., that day that she would;
- (f) contrary to sections 3-3(a), (b) and (d) of the Council Rules, she failed to act in the best interest of, and in accordance with the lawful instructions of K.C., and failed to advise K.C. to seek independent legal advice on matters outside of her expertise, in that, when K.C. informed her on April 24, 2014, by email, that he would not be removing the subjects:
 - i. she advised K.C. in a voicemail message on April 24, 2014 wherein she stated that, "...[T]his offer is unconditional, no subjects removal, no other terms and conditions, no removal date. Now the vendor is preparing to sue us, not only sue you, the vendor can sue me and you together for the responsibilities because the vendor thinks that he has sold the property. If he sells the property, relist the property again and if the next offer is lower than the price on it, he can possibly go after you, he can request for an economic compensation."; and
 - ii. advised K.C. in an email message on April 25, 2014, that.... "This is a contract and initialled by yourself...You should be aware that it has the force of law. I want to say that this is cash offer, no subject removal and cancel. And tell you what the serious consequences of this thing. The seller will sue you and me. Moreover, if they will get other offer lower than this price, you will pay the difference between the two prices."
- (g) contrary to section 3-3(a), (i) and (j) of the Council Rules, she failed to act in the best interest of K.C., and failed to take steps to avoid and disclose a conflict of interest, when on the instructions of M.Y. , she forwarded emails that she had the received from K.C. to M.Y. without K.C.'s knowledge or consent, and advised K.C. at the direction of M.Y., that the contract was subject free, could not be cancelled, and that the seller would sue him;
- (h) contrary to sections 3-3(a) and section 3-4 of the Council Rules, she failed to act honestly and with reasonable care and skill, and failed to act in the best interests of K.C., when she told the K.C. that his offer was unconditional, which was not the case;

- (i) contrary to section 3-3(e) of the Council Rules, she failed to maintain the confidentiality of K.C.'s information, in that she disclosed his personal phone number to M.Y. without K.C.'s authority to do so, and on April 24, 2014, left a copy of the contract on K.C.'s doorstep;
- (j) contrary to section 3-2(1)(b) of the Council Rules, she failed to promptly provide to her managing broker at New Coast Realty the original or a copy of the all trading the records that were in her possession;
- (k) contrary to section 3-2(2)(a) of the Council Rules, she failed to inform her managing broker at New Coast Realty of the real estate services being provided, and other activities being performed on behalf of New Coast Realty; and
- (l) contrary to section 4-6 of the Council Rules, between December 2013 and September 2014, she advertised and held herself out as a team member when M.Y.'s team name had not been approved by the Council.

File: 15-490

While licensed as a representative with Vancouver Home Park Realty Ltd., she committed professional misconduct within the meaning of section 35(1)(a) of the RESA and acted contrary to sections 3-4 [duty to act with reasonable care and skill] and 4-7 [false or misleading advertising prohibited] of the Rules when, in her capacity as a limited dual agent in the purchase and sale of residential property located at [REDACTED] Citation Drive, Richmond, BC (the "Property"), she published real estate advertising that she knew or reasonably ought to have known contained a false or misleading statement or misrepresentation in that the MLS® listing she prepared for the Property indicated that the Property had one covered parking stall when in fact the parking stall allocated to the Property was not located in a covered area but was actually situated outside the complex in an open area beside the visitor parking lot.

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct, Ms. Yin 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. Ms. Yin's licence be suspended for twenty-one (21) days.
2. Ms. Yin be prohibited from acting as an unlicensed assistant during the licence suspension period.
3. Ms. Yin pay a discipline penalty to the Council in the amount of \$2,500 within ninety (90) days of the date of this Order.
4. Ms. Yin, at her 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.

5. Ms. Yin's licence include a condition requiring enhanced supervision by a managing broker for a period of not less than 12 months following the end of the licence suspension period, as more particularly described in Schedule 1 to this Order.
6. Ms. Yin pay enforcement expenses in the amount of \$3,000 within sixty (60) days from the date of this Consent Order.
7. If Ms. Yin fails to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Ms. Yin's licence without further notice to Ms. Yin.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Ms. Yin 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. Ms. Yin acknowledges that she 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 she has obtained independent legal advice or has chosen not to do so, and that she is making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Ms. Yin 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. Ms. Yin 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. Ms. Yin hereby waives her right to appeal pursuant to section 54 of the RESA.

6. The Proposal and its contents are made by Ms. Yin 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 Ms. Yin in any civil proceeding with respect to the matter.

yue jin

Yue (Helen) Yin

28 *Dec*
Dated _____, day of _____, 2017

Signature of Ms. Yin witnessed on the above date by

Lin Feng

Witness Name (Please Print)

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Witness Signature