

File # 14-398; 15-623; 15-731;
15-732; 15-735; 15-818;
And 15-170

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

JING (SANDRA) LI
(164509)

AND

SANDRA LI PERSONAL REAL ESTATE CORPORATION
(164509PC)

CONSENT ORDER

RESPONDENT:

Jing (Sandra) Li, Representative, Pan
Pacific Platinum Real Estate Services Inc.
dba New Coast Realty

Sandra Li Personal Real Estate
Corporation, Pan Pacific Platinum Real
Estate Services Inc. dba New Coast Realty

DATE OF REVIEW MEETING:

April 11, 2018

DATE OF CONSENT ORDER:

May 22, 2018

CONSENT ORDER REVIEW COMMITTEE:

R. Holmes Q.C.
E. Mignosa
A. Leong

ALSO PRESENT:

G. Thiele, Director, Legal Services
Jennifer Clee, Legal Counsel for the Real
Estate Council

PROCEEDINGS:

On April 11, 2018, a Consent Order Proposal ("COP") submitted by Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation was considered by the Consent Order Review Committee (the "Committee") but not accepted. On May 17, 2018, a revised COP acceptable to the Committee was submitted by Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation.

WHEREAS the COP, a copy of which is attached hereto, has been executed by Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation.

NOW THEREFORE, the Committee having made the findings proposed in the attached COP, and in particular having found that Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* (RESA), orders that:

1. Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation be reprimanded;
2. Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation have their licences suspended for forty-five (45) days and that Jing (Sandra) Li will not act as an unlicensed assistant during the time of her licence suspension;
3. Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$10,000 within ninety (90) days of the date of this Order;
4. Jing (Sandra) Li 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;
5. Jing (Sandra) Li and Sandra Li Personal Real Estate Corporation be jointly and severally liable to pay enforcement expenses of this Consent Order to the Council in the amount \$10,000 within sixty (60) days from the date of this Order.
6. Jing (Sandra) Li review with her managing broker, and Jing (Sandra) Li submit a written confirmation from her managing broker that they have reviewed and discussed the following within (30) days of this Order:
 - a. The proper way to document an assignment, by having the parties enter an Assignment of Contract of Purchase and Sale;
 - b. The correct use of an addendum (to document) or to change the terms of the contract between the buyer and seller;
 - c. The definition of "associate" in terms of herself and her brokerage;
 - d. Her disclosure requirements when acting on behalf of an associate of the brokerage and;
 - e. Her disclosure obligations under Section 5-10 of the Real Estate Rules.

7. Jing (Sandra) Li submit a written acknowledgement on what she learned as a result of this process within (30) days from the date of this Order.

If Jing (Sandra) Li or Sandra Li 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 *Real Estate Services Act*.

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

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

A handwritten signature in black ink, appearing to read 'R. Holmes', written over a horizontal line.

R. Holmes, Q.C., Chair
Consent Order Review Committee

Attch.

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

AND

IN THE MATTER OF

JING (SANDRA) LI
(164509)

AND

SANDRA LI PERSONAL REAL ESTATE CORPORATION
(164509PC)

CONSENT ORDER PROPOSAL BY JING (SANDRA) LI AND SANDRA LI PERSONAL REAL ESTATE
CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Jing (Sandra) Li ("Ms. Li") and Sandra Li Personal Real Estate Corporation to the Consent Order Review Committee ("CORA") 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. Li and Sandra Li Personal Real Estate Corporation and the Council have agreed upon the following facts:

File: 14-398

1. Ms. Li (164509) has been licensed as a representative since June 6, 2012.
2. Sandra Li Personal Real Estate Corporation (164509PC) was licensed on February 28, 2014.
3. Ms. Li is a leader of a team of representatives. The Sandra Li Team was registered with the Real Estate Council on February 27, 2015.
4. Ms. Li and Sandra Li Personal Real Estate Corporation were at all relevant times licensed with Pan Pacific Platinum Real Estate Services Inc. dba New Coast Realty (the "Brokerage").

#X-60XX Williams Road, Richmond, BC

5. Ms. Li acted as the buyer's agent for H.L. (the "Buyer"), in connection with the Buyer's purchase of a townhome unit at #X-60XX Williams Road, Richmond, BC (the "Property"). The Property was located in a complex known as the Woodward's Pointe Complex (the "Complex").
6. In February 2015, S.G., Ms. Li's unlicensed assistant, introduced the Buyer to Ms. Li. S.G. and the Buyer had been close friends for over 7 years, and the Buyer knew that S.G. worked for Ms. Li as an unlicensed assistant.
7. In February 2015, S.G. and the Buyer decided to look at townhome properties together as they were both interested in buying property in Richmond. S.G. and the Buyer attended an open house at the Complex to view display suites. Ms. Li did not accompany S.G. and the Buyer when they attended at the Complex.
8. After viewing units at the Complex, S.G. emailed the seller's representative requesting (and later receiving) a contract package that included the Disclosure Statement for the Property, a new home addendum, disclosure of interest in trade, remuneration form and title search from the seller's agent.
9. On February 26, 2015, the seller's agent emailed S.G. referring to the Buyer in a number of instances as S.G.'s client. S.G. did not advise the seller's agent about her unlicensed status at this time, or that the Buyer was not her client, but rather Ms. Li's client.
10. S.G. communicated directly with the seller's agents by phone and by text message about the Buyer making an offer for the Property. S.G. emailed the seller's agent to schedule a time at which they could meet to present and/or sign the offer. S.G. did not indicate in her email that she was writing on behalf of Ms. Li.
11. On February 26, 2015, Ms. Li prepared a contract of purchase and sale on behalf of the Buyer for the Property (the "Contract"). The Contract indicated Ms. Li as the designated agent for the Buyer.
12. On March 23, 2015, R.L., the managing broker for the seller's brokerage, made a complaint to the Council alleging that Ms. Li had permitted S.G. to provide real estate services to the Buyer directly. R.L.'s complaint was based upon information provided to him by M.T., who had acted as one of the seller's agents during the sale of the Property.
13. In her response to the Council, M.T. states that S.G. accompanied the Buyer to a number of showings of various display units at the Complex, provided M.T. with Ms. Li's business card when M.T. asked S.G. for her business card, completed a registration form indicating her own name, rather than Ms. Li's name, in the field "Realtor® Name", and generally conducted herself in a manner which led M.T. to believe that S.G. was Ms. Li. When S.G. advised M.T. of her correct name, M.T. says she asked S.G. whether she was licensed and S.G. told her that she was.

14. In their responses to the Council, both Ms. Li and S.G. state that S.G. accompanied the Buyer to the Complex to provide her opinion, advice and moral support to the Buyer as the Buyer's close friend. S.G. also says that she attended the open house at the Complex as a prospective customer, as she too was initially interested in a unit at the Complex.
15. S.G. says that when she attended at the Complex's sales office she told M.T. that Ms. Li was representing the Buyer and provided her with Ms. Li's card. S.G. further says that she completed the registration form in her name, not that of the Buyer, as she was interested in a unit at the Complex, and she mistakenly inserted her name as the name of the realtor in the field on the registration form marked "REALTOR® name". S.G. says that she did not intend to mislead M.T.

35XX Francis Road, Richmond, BC

16. In the course of its investigation, the Council reviewed another transaction involving both Ms. Li and S.G. regarding the sale of 35XX Francis Road, Richmond, B.C. (the "Francis Road Property"), in which Ms. Li acted as the buyer's agent.
17. In April 2015, S.G. contacted the seller's agent to set up an appointment for a prospective buyer, X.C., to view the Francis Road Property. S.G. attended with X.C. to view the Francis Road Property.
18. On April 21, 2015, Ms. Li prepared a contract of purchase and sale on behalf of X.C. for the Francis Road Property (the "Contract"). The Contract indicated Ms. Li as the designated agent for X.C., required a deposit of \$80,000.00 be paid within 24 hours of subject removal, and specified a completion date of June 22, 2015. On April 30, 2015, all subject conditions were removed by X.C. and on May 1, 2015, S.G. signed a receipt on behalf of Ms. Li for the \$80,000 deposit.
19. After X.C. removed all subject conditions, S.G. contacted the seller's agent on X.C.'s behalf to set up another viewing of the Francis Road Property, and accompanied X.C. to that viewing.
20. The completion date of the sale of the Francis Road Property was ultimately changed to June 2, 2015 and on June 2, 2015 the sale completed.
21. On June 2, 2015, S.G. became licensed with the Brokerage.
22. During the course of its investigation of the sale of the Francis Road Property, the Council found a handwritten note made on the Brokerage's conveyancer's report which stated: "REVISED 06.03.15 Susan is entitled for the whole comm. As she did not get any com. On previous deals confirmed w/Susan." (sic)
23. The Council requested an explanation from Ms. Li, S.G. and J.R., Ms. Li's managing broker, regarding the note and enquired as to whether S.G. did, in fact, receive Ms. Li's portion of the commission payable on the sale of the Francis Road Property.

24. In her response to the Council, Ms. Li states that the note on the conveyancer's file was a misunderstanding and that she directed payment of her commission on the sale of the Francis Road property to S.G. not as remuneration for real estate services, but because she wished to assist S.G. with the financing of her purchase a property at 75XX Tweedsmuir Avenue, Richmond, B.C. (the "Tweedsmuir Property"), which was to complete on June 22, 2015, and because she wished to reduce her own tax liability.
25. S.G. states in her response to the Council that Ms. Li assigned her commission on the sale of the Francis Road Property to S.G. as S.G. was short on funds for her down payment for the purchase of the Tweedsmuir Property.
26. On June 5, 2015, Ms. Li's portion of the commission payable on the sale of the Francis Road Property, \$21,529.97, was paid by the Brokerage to S.G. at Ms. Li's direction.
27. A Notice of Disciplinary Hearing was issued on November 23, 2016 and served on Ms. Li and Sandra Li Personal Real Estate Corporation .

File: 15-623

28. During a scheduled inspection at the Brokerage, the auditor reviewed a file relating to the sale of property located at 96XX Sidaway Road, Richmond, BC (the "Sidaway Property").
29. On September 18, 2015, the Sidaway Property was listed for sale with Royal Pacific Realty at the price of \$3,900,000. W.C. was the designated agent for the seller.
30. On November 12, 2015, a contract of purchase and sale was entered into for the Sidaway Property between H.J. as buyer, and the seller (the "Contract"). The Contract was prepared by Ms. Li acting as the designated agent for the buyer. The pertinent details of the offer were as follows:

Price:	\$3,800,000
Deposit:	\$150,000 to be held in trust by New Coast Realty
Conditions:	Financing, building inspection, PDS, title, fire/property insurance To be removed by November 27, 2015
Completion:	June 28, 2016
Assignment:	Buyer has right to assign without further notice to the seller
31. After H.J.'s offer was accepted, Ms. Li introduced H.J. to mortgage specialists. During the process of attempting to obtain financing, H.J. learned that because the Sidaway Property was considered agricultural land, several financial institutions had decreased the loan to value ratio and the price of the Sidaway Property was beyond his budget due to difficulty in getting his money out of China.
32. According to Ms. Li, she discussed the Sidaway Property with W.Z., an owner and director of the Brokerage, and the Brokerage with whom Ms. Li was licensed. Z.W. indicated interest in the Property.

33. On November 26, 2015, the date scheduled for the H.J.'s home inspection, W.Z. attended at the Sidaway Property with Ms. Li. According to W.C., the seller's agent, Z.W. advised her of the buyer's inability to remove his subject conditions and asked her if the seller would consider changing the name of the buyer on the contract to Z.W. Ms. Li and Z.W. verbally disclosed to W.C. and the seller that Z.W. was the owner of the Brokerage, which W.C. confirmed in her statement to the Council.
34. According to both W.C. and Ms. Li, the seller was initially agreeable to the name change, but then changed his mind after speaking alone with W.C. According to W.C., she advised the seller not to agree to sign an addendum to the Contract to change the buyer's name, so that the seller could proceed with the back-up offer.
35. Although the Contract contained a term allowing H.J. to assign the Contract without further notice to the seller, Ms. Li did not prepare an Assignment of Contract of Purchase and Sale ("Assignment Agreement"), nor advise H.J. or Z.W. to enter an Assignment Agreement.
36. Instead, Ms. Li prepared and had Z.W. sign an addendum to the Contract removing all subject conditions, on her understanding that he would be purchasing the Sidaway Property. She also received the \$150,000 deposit payable under the Contract from Z.W. Ms. Li did not inform the seller's agent that Z.W. had provided the \$150,000 deposit.
37. Upon receiving the subject removal addendum signed by Z.W., W.C. advised Ms. Li that her office required the subject removal to be signed by the original buyer, H.J.
38. Consequently, later on November 27, 2015, Ms. Li had H.J. sign the subject removal addendum to the Contract and delivered that document to W.C.
39. Ms. Li says in her response to the Council that upon learning that the seller was not agreeable to changing the buyer's name on the Contract, she sought advice from her managing broker as to how best to proceed. Ms. Li says she was advised by her managing broker that an assignment of the contract would not require the seller's permission, and upon her managing broker's advice, she used an addendum to the contract to document the buyer's assignment of the Contract to Z.W. The addendum to the contract stated: "the buyer assigns his right under the Contract to Z.W." (the "Assignment Addendum"). The Assignment Addendum was emailed to W.C. on November 27, 2015 to notify her of the assignment.
40. Ms. Li cannot recall which managing broker, J.R. or A.L., provided her with the foregoing advice, but says that J.R. provided her with wording to include on the Assignment Addendum. A.L. denies any knowledge of this transaction.
41. According to J.R., at the time of the events in issue, he was away on holiday and cannot recall any discussion with Ms. Li regarding this matter. However, J.R. advised Council in response to their enquiry on another transaction (Council File 15-731), that had Ms. Li asked for his advice, he would have told Ms. Li to have the buyer enter into an assignment agreement, and to draft the Assignment Addendum.

42. Both J.R. and Ms. Li are now aware that it is inappropriate to use an addendum to the contract to document anything other than the terms of the agreement between the buyer and the seller, and as such should be signed by both the buyer and the seller.
43. Ms. Li did not deliver a Disclosure of Interest in Trade form to the seller or the seller's agent, disclosing that the assignee, Z.W., was a director of the Brokerage when she emailed the Assignment Addendum to W.C. Ms. Li says that she was told by her managing broker the Disclosure of Interest in Trade was not necessary, as Z.W. was purchasing the Sidaway Property by way of assignment. Ms. Li also did not deliver a Disclosure of Interest of Trade form to H.J.
44. J.R. cannot recall a discussion with Ms. Li regarding the need to deliver a Disclosure of Interest in Trade to the seller disclosing that Z.W. was a director of the Brokerage, but admits that had he been consulted, he would have advised Ms. Li that the Disclosure was not required as Z.W. was purchasing the Sidaway Property by way of assignment, and his relationship was with the assignor, H.J.
45. On April 8, 2016, Ms. Li emailed W.C. a Disclosure of Interest in Trade disclosing to the seller that she was providing trading services on behalf of Z.W., a director of the Brokerage after being advised by the Council that it was necessary. Later, on April 8, 2016, Ms. Li emailed W.C. asking if the seller would agree to a "name change addendum". W.C. advised the seller to seek legal advice. The seller ultimately signed the Disclosure of Interest in Trade but did not agree to sign a name change addendum.
46. As the seller did not agree to sign an addendum to the Contract changing the buyer's name, Ms. Li prepared an Assignment Agreement. The Assignment Agreement indicated that neither the Assignor nor the Assignee were in an agency relationship with Ms. Li, despite Ms. Li having acted as the H.J.'s designated agent in his purchase of the Property, and despite her business relationship with Z.W.
47. The sale of the Sidaway Property completed on June 28, 2016 at the original price of \$3,800,000.
48. J.R. and Ms. Li now understand the disclosure obligations set out in sections 5-9 and 5-10 of the Rules.
49. No complaint was received from the seller or any other member of the public, and no harm was caused to the seller or any member of the public as a result of Ms. Li's conduct.
50. A Notice of Disciplinary Hearing was issued on February 9, 2017 and served on Ms. Li and Sandra Li Personal Real Estate Corporation.

File: 15-731

51. During a scheduled inspection at the Brokerage, the auditor reviewed a file relating to the sale of property located at 60XX Dunsmuir Crescent, Richmond, BC. (the "Dunsmuir Property").

52. On November 28, 2015, Z.W., as buyer, entered into a contract of purchase and sale for the Dunsmuir Property. K.Z., a member of Ms. Li's team, prepared the contract of purchase and sale for the Property (the "Contract").

53. Pertinent details of the Contract were as follows:

Seller:	X. Z.
Buyer	Z. W.
Price	\$1,681,000
Deposit	\$80,000 within 24 hours of subject removal
Agency disclosure:	Setting out all Ms. Li's team members
Subjects:	financing, inspection PDS, title search to be removed Dec 11/15.
Assignment;	buyer reserves right to assign without further notice to seller
Completion;	June 15, 2016
Agency	Seller: W.N. PREC Sutton Group West Coast Realty Buyer: K.Z. PREC; New Coast Realty

54. Ms. Li sought advice from J.R. regarding the Contract being assigned to herself. J.R. advised her that she required an assignment agreement between Z.W. and herself, and told her to prepare an addendum to the contract stating that the buyer executes his right to assign the whole contract to Jing Li. On December 8, 2015, Ms. Li prepared an addendum stating: "the buyer executes his right to assign the whole contract to Jing Li" (the "Assignment Addendum"). Z.W. signed the Assignment Addendum, but the seller did not.

55. Ms. Li did not draft an Assignment Agreement assigning the Contract from Z.W. to herself.

56. On December 8, 2015, Ms. Li emailed a copy of the Assignment Addendum and a Disclosure of Interest in Trade, disclosing that Z.W. was a director of the Brokerage with whom she was licensed, to the seller's agent.

57. On June 15, 2016, the transaction completed.

58. The sale of the Dunsmuir Property completed at the Contract price less the commission payable to K.Z., which she had waived.

59. No complaint was received from the seller or any other member of the public, and no harm was caused to the seller or any member of the public as a result of Ms. Li's conduct.

60. A Notice of Disciplinary Hearing was issued on November 24, 2016 and served on Ms. Li and Sandra Li Personal Real Estate Corporation.

File 15-732

61. During an inspection at the Brokerage, the auditor reviewed a file relating to the sale of property located at 72XX Parry Street, Richmond, BC (the "Parry Property").

62. On April 10, 2013, Ms. Li listed the Parry Property for sale. The Parry Property was owned by Z.W.
63. On June 8, 2013, a contract of purchase and sale was entered into in regard to the Parry Property between P.H., as buyer and Z.W. as seller (the "Contract"). The pertinent details of the Contract were as follows:

Price:	\$1,050,000
Deposit:	\$50,000 to be held in trust by Amex-Sunrich Realty
Completion:	September 2, 2013
Agency:	Buyer: designated agent: A.W. /Amex-Sunrich Realty Seller: designated agent: Ms. Li/New Coast Realty
Conditions:	Unconditional offer

64. Ms. Li did not provide the buyer's agent, A.W., or the buyer with a Disclosure of Interest in Trade form disclosing that Z.W. was an associate (director) of the Brokerage with whom she was licensed, on her managing broker's advice that she need not, as Z.W. was not a licensee. However, Ms. Li verbally disclosed to A.W. and the buyer, when they first attended to view the Property, that the Property was owned by "her boss, Z.W.". This is confirmed by A.W.
65. No complaint was received from the buyer or any other member of the public regarding this matter, and no harm was caused to the buyer or to any other member of the public by Ms. Li's conduct.
66. A Notice of Disciplinary Hearing was issued on November 25, 2016 and served on Ms. Li and Sandra Li Personal Real Estate Corporation

File 15-735

67. On March 2, 2016, during a scheduled investigation at the Brokerage, the auditor reviewed a file relating to the sale of property located at 61XX Alta Crescent, Richmond, BC (the "Alta Property").
68. On July 31, 2015, the Brokerage had circulated a memo to all New Coast Realty teams advising them to ensure all team members were named on the Contracts of Purchase and Sale.
69. On August 7, 2015, the Brokerage had circulated a memo to all New Coast Realty teams advising them to name all team members as designated agents on the listing agreements.
70. On August 21, 2015, Q.D. and Ms. Li listed the Alta Property for sale at the price of \$1,999,999.
71. The MLS® contract failed to identify all members of Ms. Li's team as designated agents of the seller.

72. On November 9, 2015, a contract of purchase and sale was entered into in regard to the Property between B.X.Z. as buyer and Y.L.G as seller (the "Contract"). The pertinent details of the Contract were as follows:

Price: \$1,370,000
Deposit: \$65,000
Completion: May 31, 2016
Agency: Buyer: designated agent: J.W./New Coast Realty
Seller: designated agent: Ms. Li/New Coast Realty
Conditions: Unconditional offer

73. The Contract failed to identify all members of Ms. Li's team as designated agents of the seller.
74. Ms. Li says she failed to review the MLS® contract that Q.D. had prepared, and the Contract that J.W. had prepared, to ensure all her team members were identified on those documents, as she was on maternity leave at the time. Ms. Li gave birth to her daughter on August 22, 2015.
75. On November 12, 2015, the Brokerage agreed to pay a referral fee of \$3,750 to D.J., a friend of the seller who had referred the seller to Ms. Li.
76. On May 19, 2016, over six months after the Contract was entered into from the Alta Property, Q.D. and S.L. had the seller sign a Disclosure of Remuneration Form disclosing that they were paying a referral fee of \$3,750 to D.J., that the amount of commission being paid to J.W. was \$1,000, and that Ms. Li and Q.D. would be receiving the balance of the commission.
77. Ms. Li and Q.D. say they advised the seller about both the referral fee and the commission split at the time of the sale, but were unable to have the seller sign the Disclosure of Remuneration form before May 19, 2016 as the seller had left for China after signing the Contract, and had not returned until May 2016.
78. The seller has provided the Council with a letter confirming he was aware, at the time of the sale, of the referral fee and the manner in which the commission was being distributed to Ms. Li, Q.D., J.W. and the Brokerage.
79. No complaint was received from the seller or from any other member of the public regarding this matter, and no harm was caused to the seller or any member of the public as a result of Ms. Li's conduct.
80. A Notice of Disciplinary Hearing was issued on February 7, 2017 and served on Ms. Li and Sandra Li Personal Real Estate Corporation

File: 15-818

81. On June 25, 2015, Ms. Li entered into a MLS® contract (the "MLS® Contract") in regard to property located at 82XX Fremlin Street, Vancouver, B.C. (the "Fremlin Property"). The list price of the Property was \$1,688,000.

82. On July 2, 2015, the seller entered into a Contract of Purchase and Sale for the Fremlin Property (the "Contract"). The purchase price was \$1,980,000.
83. During a scheduled inspection at the Brokerage, the auditor noted that both the MLS® contract and the Contract failed to identify all members of Ms. Li's team as designated agents of the seller.
84. The MLS® contract was entered into prior to the Brokerage's circulation on August 7, 2015 of the memo advising all New Coast Realty teams to name all team members as designated agents on the listing agreements. The Contract was entered into on July 2, 2015, prior to the Brokerage's circulation on July 31, 2015 of the memo advising all New Coast Realty teams ensure all team members were named on the Contracts of Purchase and Sale.
85. No complaint was received from the buyer or the seller regarding this matter and no harm was cause to the buyer, seller or any member of the public as a result of Ms. Li's conduct.
86. A Notice of Disciplinary Hearing was issued on February 10, 2017 and served on Ms. Li and Sandra Li Personal Real Estate Corporation

File: 15-170

87. On July 20, 2015, Ms. Li and K.Z., another licensee with the Brokerage and a member of Ms. Li's team, listed for sale residential property located at 41XX Coldfall Road, Richmond, BC. (the "Coldfall Property").
88. The home on the Property was a new home built by an owner builder under the provisions of the *Homeowner Protection Act* (the "HPA").
89. On August 7, 2015, K.Z. asked T.S., another member of the S.L. team, to prepare a contract of purchase of Sale in regard to the Coldfall Property.
90. T.S. became a member of the S.L. team on June 17, 2015.
91. On August 7, 2015, S.G., another member of the S.L. Team, emailed clauses to T.S. to include in the contract.
92. On August 8, 2015, the buyer and the seller entered into a contract of purchase and sale (the "Contract").
93. The Contract contained the following terms:

Price:	\$2,300,000
Deposit:	\$110,000 to be held in trust with New Coast Realty within 24 hours of acceptance
Conditions:	Subject free offer

Completion: August 27, 2015
Agency: D.A.Seller Sandra Li and K.Z. licensed with New Coast Realty
D.A.Buyer T.S. licensed with New Coast Realty

94. The Contract included the clause "It is a fundamental term of this contract that the mandatory warranty insurance coverage required pursuant to the HPA be provided."
95. There was no home warranty insurance coverage for the Coldfall Property as the home was an owner built home.
96. Prior to the Contract, the seller did not provide the buyer with a B.C. Housing Owner Builder Disclosure Notice as he was required to do under Section 21(2) of the HPA, that stated whether the Coldfall Property was built under an Owner Builder Authorization and whether the Coldfall Property was covered by a policy of home warranty insurance.
97. Prior to the Contract, Ms. Li did not disclose to the seller that T.S., S.G. or other members of her team were acting as agents for the buyer, and did not obtain the seller's prior written consent to the S.L. team acting as agents for both the buyer and the seller by having the seller enter into a limited dual agency agreement.
98. The Contract did not include all members of the S.L. team as agents for the seller and the buyer.
99. On July 17, 2015, it was brought to the attention of the Council that Ms. Li and K.Z. had listed the Coldfall Property without ensuring the owner-builder was in compliance with the HPA. According to the New Home Registry of the Homeowner's Protection Office, the Coldfall Property could not be offered for sale until the Owner Builder Disclosure Notice was issued by the Homeowner Protection Office.
100. Both Ms. Li and K.Z. advised the Council in their joint statement dated October 15, 2015 that they had asked the seller at the time they listed the Property whether he was an owner builder and that he advised them that he was not, and that further, the seller completed a Property Disclosure Statement dated July 20, 2015, indicating he was not an owner builder.
101. Ms. Li and K.Z. also advised the Council that they had no reason to doubt the seller as the Coldwell Property had been previously listed with another brokerage since May 21, 2014.
102. The Owner Builder Disclosure Notice was issued by the HPA on August 18, 2015 and provided to the buyer before the sale of the Coldfall Property completed on August 27, 2015.
103. No complaint was received from the buyer or the seller regarding this matter and no harm was cause to the buyer, seller or any member of the public as a result of Ms. Li's conduct.
104. A Notice of Disciplinary Hearing was issued on January 19, 2018 and served on Ms. Li and Sandra Li Personal Real Estate Corporation

105. Ms. Li and Sandra Li Personal Real Estate Corporation do not have a prior discipline history with the Council.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of the Proposal and based on the Facts outlined herein, Ms. Li and Sandra Li Personal Real Estate Corporation propose the following findings of misconduct be made by the CORC:

File 14-398

1. Ms. Li committed professional misconduct within the meaning of section 35(1)(a) of RESA and acted contrary to sections 3-2(4) and 6-1(1) of the Rules when:
 - a. In February 2015 she failed to adequately supervise S.G. who was her unlicensed assistant at the time, when she allowed her to provide real estate services to H.L., a buyer of residential property located at #X-60XX Williams Road, Richmond, BC ("Property") in the Woodward's Pointe complex, in that S.G.:
 - i. accompanied H.L. to showings of various display suites at the Woodward's Pointe complex;
 - ii. provided advice to H.L. with respect to the purchase of a unit in the Woodward's Pointe complex;
 - iii. in response to the seller's agent inquiring as to whether she was licensed or not, indicated she was licensed;
 - iv. provided Ms. Li's business card to the seller's agent thereby holding herself out to be either Ms. Li and/or a licensee;
 - v. during the showing of the Property, wrote her name in the field on the registration form marked "REALTOR® name";
 - vi. received a contract package which included the disclosure statement, new home addendum, disclosure of interest in trade, remuneration form and title search from the seller's agent at the same email address which was advertised on New Coast Realty's website as her business email address;
 - vii. after receiving an email from the seller's agent which referred to H.L. as her client, failed to advise the seller's agent about her unlicensed status;
 - viii. communicated with the seller's agent by phone and by text message about an offer for the property; and

- ix. sent an email to the seller's agent to schedule a time at which they could meet to present and/or sign the offer.
- b. In April 2015, Ms. Li failed to adequately supervise S.G. who was her unlicensed assistant at the time, when she allowed her to provide real estate services to X.C. a buyer of residential property located at 35XX Francis Road, Richmond, BC ("Francis Road Property"), in that S.G.:
 - i. contacted the seller's agent to set up an appointment for her and X.C. to view the Francis Road property and attended that viewing with X.C.;
 - ii. contacted the seller's agent after the subjects had been removed, to set up another viewing of the Francis Road property, and accompanied X.C. to that viewing;
 - iii. received the entire commission for sale of the Francis Road property ("Francis Road Transaction") when she had not been licensed at the time to provide real estate services to X.C.; and
 - iv. Ms. Li directed the conveyance staff to pay, and allowed S.G. to be paid, the entire commission in relation to the Francis Road Transaction, when she was not licensed at the time to provide real estate services.

File 15-623

- 2. Ms. Li committed professional misconduct within the meaning of section 35(1)(a) of RESA when, in her capacity as the buyer's agent in the purchase of property located at 96XX Sidaway Road, Richmond, BC (the "Property") and the subsequent assignment of the contract of purchase and sale from the buyer to Z.W. an associate (director) of Pan Pacific Platinum Real Estate Services dba New Coast Realty, the Brokerage with which she was licensed, she:
 - a. contrary to section 3-4 (duty to act honestly with reasonable care and skill):
 - i. failed to draft an assignment agreement between the buyer and Z.W. and to provide a copy of the assignment agreement to the seller or the seller's agent upon learning, on or about November 26 or 27, 2015, that the buyer was assigning the contract of purchase and sale for the purchase of the Property (the "CPS") to Z.W. and instead:
 - i. on November 27, 2015, drafted an addendum to the CPS signed by Z.W. to remove all subject conditions and identify Z.W. as buyer;
 - ii. on November 27, 2015, drafted a second addendum to the CPS signed by the buyer to remove all subject conditions when she knew that the CPS was being assigned by the buyer to Z.W. and that Z.W. would be providing the \$150,000 deposit; and

- iii. on November 28, 2015, drafted an addendum to the CPS which stated that the buyer was executing his right to assign the contract of purchase and sale to Z.W.
- b. contrary to sections 3-4 and 5-9(1)(b), 5-9(4)(a), 5-9(5) and 5-9(6)(a) of the Rules:
 - i. failed to disclose to the seller or the seller's agent that the \$150,000 deposit provided to the Brokerage on November 27, 2015 in accordance with terms of the CPS was paid by or on behalf of Z.W.;
 - ii. failed to prepare and provide to the seller or the seller's agent a Disclosure of Interest in Trade form on or before November 27, 2015, when she knew that the buyer was assigning the CPS to Z.W., disclosing that Z.W. was an associate (director) of New Coast Realty, the Brokerage with which she was licensed; and
 - iii. failed to prepare and provide to the buyer a Disclosure of Interest in Trade form on or before November 27, 2015, when she knew that the buyer was assigning the CPS to Z.W., disclosing that Z.W. was an associate (director) of New Coast Realty, the Brokerage with which she was licensed.
- c. contrary to section 3-4 of the Rules and section 5-10(1)(a) of the Rules, on May 15, 2016, failed to disclose the nature of the services she was providing to the buyer (assignor) or to Z.W. (assignee) when she drafted an assignment of the CPS from the buyer to Z.W. which reflected that she was offering no agency representation to the buyer (assignor) or to Z.W. (assignee), despite having acted as the designated agent for the buyer in the purchase of the Property and despite her professional relationship with Z.W.

File 15-731

- 3. Ms. Li committed professional misconduct within the meaning of section 35(1)(a) of RESA and acted without reasonable skill and care contrary to section 3-4 of the Rules when, in her capacity as the buyer's agent for Z.W. in the purchase of 60XX Dunsmuir Crescent, Richmond, and the subsequent assignment of the contract of purchase and sale from Z.W. to her:
 - a. she drafted an addendum to the contract of purchase and sale dated December 8, 2015, which reflected the change in the buyer's name from Z.W. to her, but failed to obtain the seller's signature on the addendum or provide a copy of the addendum to the seller or the seller's agent; and
 - b. failed to draft an assignment agreement and provide a copy of the assignment agreement to the seller or the seller's agent.

File 15-732

4. Ms. Li committed professional misconduct within the meaning of section 35(1)(a) of RESA and acted contrary to sections 3-4 and 5-9(3)(b) and 5-9(5) of the Rules when, in her capacity as the listing agent for Z.W. in the sale of residential property located at 72XX Parry Street, Richmond, BC, she failed to provide the buyer or the buyer's agent with a Disclosure of Interest of Trade form, disclosing that Z.W. was an associate (director) of New Coast Realty, the Brokerage with which she was licensed.

File 15-735

5. Ms. Li committed professional misconduct within the meaning of section 35(1)(a) of RESA when, in her capacity as team leader of the Sandra Li Team, and the seller's agent in the listing and the sale of residential property located at 61XX Alta Crescent, Richmond, BC (the "Property"), she:
 - a. contrary to sections 3-4 (duty to act honestly with reasonable care and skill) and 5-10 of the Rules, failed to fully disclose the nature of the representation she and her team were providing to the seller by not identifying all members of the Sandra Li team as designated agents for the seller on the Multiple Listing Contract and on the Contract of Purchase and Sale; and
 - b. contrary to sections 3-4 (duty to act honestly with reasonable care and skill) and 3-3(f) of the Rules (failure disclose to the client all known material information), failed to disclose to the seller in a timely manner that she was paying a referral fee to D.J. in the amount of \$3,750, that the amount of commission being paid to the buyer's agent was \$1,000.00 (rather than \$13,750 plus GST previously disclosed to the seller) and that she and Mr. [REDACTED] as the seller's agents, would be receiving the balance of the commission, \$27,750 plus GST, until she delivered and had the seller sign a Disclosure of Remuneration Form on May 19, 2016, over six months after the Contract of Purchase and Sale had been entered into for the Property.

File 15-818

6. Ms. Li committed professional misconduct within the meaning of section 35(1)(a) of the RESA and contrary to section 5-10(a) of the Rules when, in her capacity as the seller's agent in the listing and the sale of residential property located at 82XX Fremlin Street, Richmond, BC (the "Property"), she failed to disclose the nature of the representation she and her team were providing to the seller by not identifying all members of her team as designated agents for the seller on the Multiple Listing Contract and on the Contract of Purchase and Sale for the sale of the Property.

File 15-170

7. Ms. Li committed professional misconduct within the meaning of section 35(1)(a) of the RESA, in relation to the sale of a residential property located at 41XX Coldfall Road, Richmond BC (the "Property") when, in her capacity as the seller's agent she:
- a. acted contrary to sections 3-4 [act with reasonable care and skill] and 5-10(a) and (b) [disclosure of representation and relationship] of the Rules, in that she failed to:
 - i. disclose to the seller that a member or members of her team were acting as the agents for the buyer;
 - ii. obtain the seller's prior written consent to the Sandra Li Team acting for both the seller and the buyer;
 - iii. ensure that the seller entered into a limited dual agency agreement; and
 - iv. ensure that all members of the Sandra Li Team were identified on the contract of purchase and sale.
 - b. acted contrary to sections 3-3(i) [take reasonable steps to avoid any conflict of interest] of the Rules when she and her team members acted for both the buyer and the seller by virtue of being members of the Sandra Li Team, without first obtaining the seller's prior written consent to do so;
 - c. acted contrary to section 3-3(j) [promptly disclose the conflict of interest] of the Rules, when she failed to promptly and fully disclose to the seller the existence of a conflict of interest as set out in paragraph 2 above; and
 - d. acted contrary to section 3-4 of the Rules, when she failed to ensure that prior to any offer being made for the Property, which was a new home built by an owner builder under the provisions of the Homeowner Protection Act (the "HPA"), the seller had provided the buyer with a B.C. Housing Owner Builder Disclosure Notice as he was required to do under section 21(2) of the HPA, that stated whether the Property was built under an Owner Builder Authorization and whether the Property was covered by a policy of home warranty insurance.

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct, Ms. Li and Sandra Li Personal Real Estate Corporation propose that the Notice of Discipline Hearing in these matters be resolved through the following Orders being made by the CORC, pursuant to section 43 of the RESA:

1. Ms. Li's and Sandra Li Personal Real Estate Corporation's licences be suspended for forty-five (45) days;
2. Ms. Li be prohibited from acting as an unlicensed assistant during the licence suspension period;
3. Ms. Li and Sandra Li Personal Real Estate Corporation pay a discipline penalty to the Council in the amount of \$10,000 within ninety (90) days of the date of this Order;
4. Ms. Li, 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. Li and Sandra Li Personal Real Estate Corporation pay enforcement expenses in the amount of \$10,000 within sixty (60) days from the date of this Consent Order;
6. Ms. Li review with her managing broker, and Ms. Li submit a written confirmation from her managing broker that they have reviewed and discussed the following within (30) days of this Order:
 - a. The proper way to document an assignment, by having the parties enter an Assignment of Contract of Purchase and Sale;
 - b. The correct use of an addendum (to document) or to change the terms of the contract between the buyer and seller;
 - c. The definition of "associate" in terms of herself and her brokerage;
 - d. Her disclosure requirements when acting on behalf of an associate of the brokerage and;
 - e. Her disclosure obligations under Section 5-10 of the Real Estate Rules.
7. Ms. Li submit a written acknowledgement on what she has learned as a result of this process within (30) days from the date of this Order.
8. If Ms. Li and Sandra Li Personal Real Estate Corporation fail to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Ms. Li's and Sandra Li Personal Real Corporation's licences without further notice to Ms. Li and Sandra Li Personal Real Estate Corporation.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Ms. Li and Sandra Li Personal Real Estate Corporation 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. Ms. Li and Sandra Li Personal Real Estate Corporation 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. Ms. Li and Sandra Li Personal Real Estate Corporation 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. Ms. Li and Sandra Li Personal Real Estate Corporation 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. Ms. Li and Sandra Li Personal Real Estate Corporation hereby waive their right to appeal pursuant to section 54 of the RESA.
6. The Proposal and its contents are made Ms. Li and Sandra Li Personal Real Estate Corporation 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. Li and Sandra Li Personal Real Estate Corporation in any civil proceeding with respect to the matter.




JING (SANDRA) LI on her own behalf and on
Behalf of Sandra Li Personal Real Estate Corporation

Dated 17 day of May, 2018

Signature of Ms. Li and Sandra Li Personal Real Estate
Corporation witnessed on the above date by

XIONGFENG YANG
Witness Name (Please Print)


Witness Signature