

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

**IN THE MATTER OF**

**SATINDERPAL SINGH DHALIWAL  
(155716)**

**CONSENT ORDER**

RESPONDENT: Satinderpal Singh Dhaliwal,  
Representative, Century 21 Coastal  
Realty Ltd.

DATE OF REVIEW MEETING: February 26, 2018

DATE OF CONSENT ORDER: March 1, 2018

DISCIPLINE COMMITTEE: L. Hrycan

ALSO PRESENT: Scott Twining, Legal Counsel for Mr.  
Dhaliwal  
Esther Jeon, Legal Counsel for the Real  
Estate Council  
Catherine Davies, Legal Counsel for the  
Real Estate Council

**PROCEEDINGS:**

On February 26, 2018, the Discipline Committee resolved to accept the Consent Order Proposal ("COP") submitted by Satinderpal Singh Dhaliwal.

**WHEREAS** the COP, a copy of which is attached hereto, has been executed by Satinderpal Singh Dhaliwal.

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

1. Satinderpal Singh Dhaliwal's licence be suspended for twenty-one (21) days;
2. Satinderpal Singh Dhaliwal be prohibited from acting as an unlicensed assistant during the licence suspension period;

3. Satinderpal Singh Dhaliwal pay a discipline penalty to the Council in the amount of \$6,000.00 within ninety (90) days of the date of this Order;
4. Satinderpal Singh Dhaliwal review with his managing broker what constitutes trading services and the nature and types of tasks that a licensee can only provide through their brokerage; and Mr. Dhaliwal submit a written confirmation from his managing broker of the review within thirty (30) days from the date of this Order;
5. Santinderpal Singh Dhaliwal submit a written acknowledgement on what he has learned as a result of this process of review within thirty (30) days from the date of this Order;
6. Satinderpal Singh Dhaliwal pay enforcement expenses of this Consent Order to the Council in the amount \$3,000.00 within sixty (60) days from the date of this Order.

If Satinderpal Singh Dhaliwal 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 1<sup>st</sup> day of March, 2018 at the City of Vancouver, British Columbia.

ON BEHALF OF THE DISCIPLINE COMMITTEE



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L. Hryean  
Discipline Committee

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

IN THE MATTER OF

SATINDERPAL SINGH DHALIWAL  
(155716)

CONSENT ORDER PROPOSAL BY SATINDERPAL SINGH DHALIWAL

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**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Satinderpal Singh Dhaliwal ("Mr. Dhaliwal") to the member of the Discipline Committee presiding over the Settlement Conference conducted by 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. Dhaliwal and the Council have agreed upon the following facts:

1. Mr. Dhaliwal (155716) has been licensed as a representative since 2008.
2. Mr. Dhaliwal was at all relevant times licensed as a representative with Century 21 Coastal Realty Ltd. ("Coastal Realty").
3. This matter relates to Mr. Dhaliwal's involvement in the sale of strata units in a new development called [REDACTED], located on [REDACTED] Avenue, Surrey, B.C.
4. A [REDACTED] unit townhouse development, [REDACTED] was marketed as a joint venture by two development companies, [REDACTED] and [REDACTED] (together, the "Developer"). KD, an unlicensed individual and a close friend of Mr. Dhaliwal's, was a director of both companies at the relevant time.

The Missing Bank Draft

5. On October 1, 2014, the Developer and a buyer (the "Buyer") entered into a contract of purchase and sale for strata lot [REDACTED] in [REDACTED] at the price of \$ [REDACTED] (the "Contract"). The Contract provided for a \$20,000.00 deposit due on the later of seven days after acceptance of the offer or subject removal by the Buyer.
6. Also on October 1, 2014, the Developer and the Buyer entered into a separate written agreement which stipulated that the deposit be paid to the Developer's lawyer, [REDACTED] to be held in trust.
7. Subjects were removed on October 9, 2014. On or about October 14, 2014, the Buyer's agent, PL, e-mailed a copy of the Buyer's bank draft to Mr. Dhaliwal and indicated that she

will attempt to deliver the deposit to him. The bank draft was drawn in the amount of \$20,000.00 and made payable to "[REDACTED] In Trust".

8. Sometime after October 14, 2014, PL sent the Buyer's bank draft to the address of the Developer's office provided in the Contract.
9. On or about November 13, 2014, PL sent a text message to Mr. Dhaliwal inquiring if he had received the deposit.
10. On or about November 27, 2014, Mr. Dhaliwal responded to PL with a text message that read: "...to let you know we got the cheque in the mail and it is at the lawyers. Thanks". Around this time, Mr. Dhaliwal was in Mexico and received a message from the Developer's office advising that an envelope had arrived in the mail. Mr. Dhaliwal assumed that the envelope was the Buyer's bank draft.
11. Sometime in 2015 near completion of the Contract, the Developer's conveyancer informed Mr. Dhaliwal that the Buyer's deposit had not been received. Mr. Dhaliwal immediately contacted PL to inform her as such and searched the Developer's records for the bank draft, to no avail.
12. Mr. Dhaliwal worked with PL and the Buyer to rectify the situation and assisted with the bank's investigation. Ultimately, the Buyer's bank issued a replacement bank draft for \$20,000.00 but could not cancel the earlier draft, as the funds were considered "cash".
13. Mr. Dhaliwal and the Developer accepted responsibility for the lost bank draft and signed an agreement with the Buyer in which they held themselves fully responsible for the \$20,000.00 in the event the original draft is cashed within the next 10 years.
14. The transaction closed without further incident.
15. PL's managing broker self-reported the incident to the Council when he was made aware of the missing deposit.

#### Mr. Dhaliwal's Activities Outside of the Brokerage

16. From about 2010 to 2016, Mr. Dhaliwal was also an employee of [REDACTED], initially as Site Manager/Project Coordinator and latterly, in or about 2014 to 2015, as Sales Manager. Mr. Dhaliwal received a salary of [REDACTED] per annum from [REDACTED] for the said roles as an employee of the company. He did not earn any commission for his services.
17. As Site Manager/Project Coordinator, Mr. Dhaliwal's duties included meeting with buyers, communicating with buyers on behalf of the developer, attending at deficiency walk-through inspections as the developer's representative, liaising with the strata management company and representing the developer at AGMs of the strata corporation.
18. As Sales Manager, Mr. Dhaliwal was responsible for meeting with potential buyers and assisting with preparation of sales agreements and other transaction documents. On social

media, Mr. Dhaliwal held himself out as “Sales Manager at [REDACTED] and Realtor at Century 21 Coastal Realty Ltd.”. Mr. Dhaliwal’s business cards and e-mail signature for [REDACTED] displayed the title of his position, Sales Manager.

19. On July 30, 2014, Mr. Dhaliwal and the Developer signed a Working With A Realtor® (Designated Agency) form which established that the agent-client relationship between Mr. Dhaliwal and the Developer was one of Designated Agency.
20. Mr. Dhaliwal’s sales efforts for [REDACTED] included listing some, but not all, of the 74 units on the MLS® through Coastal Realty. The Developer and Coastal Realty entered into Multiple Listing Contracts (the “Listing Contracts”) for those units, setting out the terms of the service agreement and naming Mr. Dhaliwal as the Designated Agent for the Developer. This is consistent with transaction record sheets in respect of the sales which indicate Mr. Dhaliwal as the listing agent.
21. For such listings, Mr. Dhaliwal charged the Developer MLS® listing fees and “deal fees” through the brokerage for each transaction but he did not receive a commission.
22. In or about 2016, Mr. Dhaliwal ceased working for [REDACTED] and began working for a related company, [REDACTED] (“[REDACTED]”), as Development Manager in charge of land acquisition and assembly for future development projects. For remuneration with respect to his services, Mr. Dhaliwal charged Essence Properties commission through the brokerage.
23. Mr. Dhaliwal’s role with [REDACTED] was short-lived, as he ceased his employment relationship with KD and related companies sometime in early 2016.
24. It appears from his statement to the Council that Mr. Dhaliwal was unaware that his activities undertaken on behalf of [REDACTED] and related companies – for instance, holding himself out as Sales Manager and engaging in sales activities outside of the brokerage – were in violation of the RESA and the Rules. In a subsequent statement through counsel, Mr. Dhaliwal denied having acted as designated agent for the Developer.
25. In a statement to the Council, KD stated that Mr. Dhaliwal worked for his company [REDACTED] as Site Manager, performing many roles such as overseeing construction and homeowner deficiency care. KD further stated that Mr. Dhaliwal “writes contracts at our site with Buyers as well as acting as a sales representative from Century 21 Coastal Realty Ltd.”.
26. Mr. Dhaliwal’s managing broker, JS, stated that until he was written to by the Council on May 19, 2016, he was unaware that Mr. Dhaliwal was advertising his services in relation to a “different company” outside of the brokerage.
27. A Notice of Discipline Hearing was issued on July 18, 2017, and served on Mr. Dhaliwal.
28. Mr. Dhaliwal has no prior disciplinary history with the Council. In mitigation, Mr. Dhaliwal notes that he did not gain financially from the arrangement with Legendary, in that he did not earn any commission which, if charged for all the sales in the development, may have

exceeded the salary he earned as an employee. Mr. Dhaliwal also notes that he took responsibility for his actions and put himself at financial risk by signing the agreement with the Buyer to account for the missing bank draft.

### **PROPOSED FINDINGS OF MISCONDUCT**

For the sole purposes of the Proposal and based on the facts outlined herein, Mr. Dhaliwal proposes that the following findings of misconduct be made by the member of the Discipline Committee presiding over the Settlement Conference:

1. Mr. Dhaliwal committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that:
  - a. Mr. Dhaliwal, licensed as a representative with Coastal Realty at the relevant time, committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*. In particular:
    - (i) contrary to sections 7(3)(a) and 7(3)(b) of the RESA, Mr. Dhaliwal provided real estate services outside of the brokerage and received remuneration for those services apart from the brokerage, in that:
      - a. from about 2010 to 2016, he provided services, some of which amounted to trading services, to or on behalf of ██████████ in his capacity as Site Manager/Project Coordinator, and received a salary of ██████████ per annum from ██████████ in relation to such services;
      - b. from about 2014 to 2015, he provided trading services to or on behalf of the Developer in his capacity as Sales Manager in the disposition of strata units in ██████████, but did not receive a salary from ██████████ in relation to such services;
    - (ii) contrary to section 7(3)(a) of the RESA, Mr. Dhaliwal provided real estate services to or on behalf of ██████████ in his capacity as Development Manager when he was in charge of land acquisition and assembly, which amounts to a form of "trade in real estate" under the RESA;
    - (iii) contrary to section 5-10(a) of the Rules, Mr. Dhaliwal failed to disclose the nature of the representation that he was providing to the Developer, in that he held himself out as an employee of ██████████ when in fact he was acting in the capacity of a designated agent for the Developer; and
    - (iv) contrary to section 3-2(2)(a) of the Rules, he failed to keep his managing broker informed of the real estate services being provided, and other activities being performed, to ██████████ and its related companies;
    - (v) contrary to sections 3-3(a) and 3-4 of the Rules, Mr. Dhaliwal failed to act in the best interests of the client and failed to act with reasonable care and skill. In particular, he wrongly assumed that the Developer received the Buyer's

deposit in accordance with the Contract and sent confirmation of receipt to the Buyer's agent, and failed to take further steps to confirm whether the deposit had in fact been received until almost a year later when it was discovered that the Buyer's bank draft was missing; and

- (vi) contrary to section 3-2(2)(b) of the Rules, he failed to notify his managing broker that a deposit was not received in accordance with the Contract.

### **PROPOSED ORDERS**


Based on the Facts herein and the Proposed Findings of Misconduct, Mr. Dhaliwal proposes that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the member of the Discipline Committee presiding over the Settlement Conference, pursuant to section 43 of the RESA:

1. Mr. Dhaliwal's licence be suspended for 21 days;
2. Mr. Dhaliwal be prohibited from acting as an unlicensed assistant during the licence suspension period;
3. Mr. Dhaliwal pay a discipline penalty to the Council in the amount of \$6,000.00 within ninety (90) days of the date of this Order;
4. Mr. Dhaliwal review with his managing broker what constitutes trading services and the nature and types of tasks that a licensee can only provide through their brokerage; and Mr. Dhaliwal submit a written confirmation from his managing broker of the review within thirty (30) days from the date of this Consent Order;
5. Mr. Dhaliwal submit a written acknowledgment on what he has learned as a result of this process of review within thirty (30) days from the date of this Consent Order;
6. Mr. Dhaliwal pay enforcement in the amount of \$3,000.00 within sixty (60) days from the date of this Consent Order; and
7. If Mr. Dhaliwal fails to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Mr. Dhaliwal's licence without further notice to Mr. Dhaliwal.

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

1. Mr. Dhaliwal has been advised of and understands their right to obtain independent legal advice regarding the disciplinary process, including with respect to the execution and submission of the Proposal.
2. Mr. Dhaliwal 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.

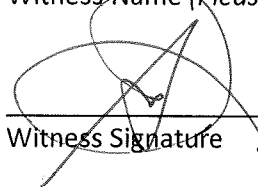
3. Mr. Dhaliwal acknowledges and is aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the RESA, to appeal any decision of the Council, including any Consent Order made by the Council in relation to this matter.
4. Mr. Dhaliwal hereby waives their right to appeal pursuant to section 54 of the RESA.
5. The Proposal and its contents are made by Mr. Dhaliwal 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. Dhaliwal in any civil proceeding with respect to the matter.

  
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**SATINDERPAL SINGH DHALIWAL**

Dated 26, day of February, 2018

Signature of Mr. Dhaliwal witnessed on the above date by

Scott Twining  
\_\_\_\_\_  
Witness Name (Please Print)

  
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Witness Signature