

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  
AMMABELLE BASCO  
(141807)

CONSENT ORDER

RESPONDENT: Ammabelle Basco, Representative,  
Team 3000 Realty Ltd.

DATE OF REVIEW MEETING: October 18, 2017

DATE OF CONSENT ORDER: January 12, 2018

CONSENT ORDER REVIEW COMMITTEE: R. Homes, Q.C., Chair  
K. Lonsdale  
S. Heath

ALSO PRESENT: G. Thiele, Director, Legal Services  
Sabinder Sheina, Legal Counsel for the  
Real Estate Council

PROCEEDINGS:

On October 18, 2017, an Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver ("ASF") submitted by Ammabelle Basco was considered by the Consent Order Review Committee (the "Committee") but not accepted. On January 11, 2018, a revised ASF acceptable to the Committee was submitted by Ammabelle Basco.

**WHEREAS** the ASF, a copy of which is attached hereto, has been executed on behalf of the Council and by Ammabelle Basco.

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

1. Ammabelle Basco be reprimanded;

2. Ammabelle Basco pay a discipline penalty to the Council in the amount of \$3,000.00 within ninety (90) days of the date of this Order;
3. Ammabelle Basco, at her own expense, register for and successfully complete the Real Estate Trading Service 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; and
4. Ammabelle Basco pay enforcement expenses of this Consent Order to the Council in the amount \$1,500.00 within sixty (60) days from the date of this Order.

If Ammabelle Basco 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 12th day of January, 2018, at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE



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

**AMMABELLE BASCO  
(141807)**

**AGREED STATEMENT OF FACTS,  
PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER**

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The following agreement has been reached between Ammabelle Basco ("Ms. Basco") and the Real Estate Council of British Columbia ("Council").

- A. Ms. Basco hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* (the "RESA") that:
- a. she be reprimanded;
  - b. she pay a discipline penalty to the Council in the amount of \$3,000.00 within ninety (90) days from the date of this Consent Order;
  - c. she, at her own expense, register for and successfully complete 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;
  - d. she pay enforcement expenses pursuant to section 44 of the Act in the amount of \$1,500.00 within sixty (60) days from the date of the Consent Order; and
  - e. if she fails to comply with any of the terms of the Order as set out above, a Discipline Committee may suspend or cancel her licence without further notice to her pursuant to section 43(3) and 43(4) of the RESA.
- B. As a basis for this Order, the Council, Ms. Basco acknowledges and agrees that the facts set forth herein are correct:
- 1. Ms. Basco was at all relevant times licensed as a representative with Team 3000 Realty Ltd.
  - 2. Ms. Basco's licensing history is as follows:

| Start Date | End Date   | Brokerage                         | Licence Level  | Licence Category |
|------------|------------|-----------------------------------|----------------|------------------|
| 07/02/2016 | Present    | Team 3000 Realty Ltd. (X030592)   | Representative | Trading          |
| 07/02/2014 | 06/02/2016 | Team 3000 Realty Ltd. (X030592)   | Representative | Trading          |
| 18/01/2013 | 06/02/2014 | Team 3000 Realty Ltd. (X030592)   | Representative | Trading          |
| 07/02/2012 | 18/01/2013 | One Percent Realty Ltd. (X026835) | Representative | Trading          |

|            |            |                                   |                |         |
|------------|------------|-----------------------------------|----------------|---------|
| 26/04/2009 | 20/04/2011 | One Percent Realty Ltd. (X026835) | Representative | Trading |
| 26/04/2007 | 25/04/2009 | One Percent Realty Ltd. (X026835) | Representative | Trading |
| 26/04/2005 | 25/04/2007 | One Percent Realty Ltd. (X026835) | Representative | Trading |

3. On January 13, 2016, the complainant/seller of a property on West 2<sup>nd</sup> Avenue in Vancouver, BC (the "Property"), filed a complaint against JY, his rental manager. The allegations made against the rental manager were unsubstantiated.
4. On November 14, 2014, the complainant/seller entered into a Property Management Agreement with JY, *"exclusively to rent, lease, operate and manage the Property"* on the terms set forth, *"effective November 15, 2014 for a fixed term of 12 months. After the fixed term, the agreement will continue on a month to month basis."*
5. On November 28, 2014, JY entered into a Residential Tenancy Agreement for the Property with two tenants. The tenancy was for a fixed length of 12 months that was to start on December 16, 2014 and end on December 31, 2015, with the tenancy continuing on a month to month basis or another fixed length of time.
6. On September 4, 2015, the complainant/seller entered into a Multiple Listing Service Contract ("MLS contract") for the sale of the Property with BN, as his designated agent and representative.
7. Prior to entering into this MLS contract, BN was provided with a copy of the Tenancy Agreement applicable to the Property.
8. In a letter to Council staff dated March 28, 2016, Ms. Basco stated that she asked the listing agent the standard questions she asks before making an appointment to view the Property on September 18, 2016. She asked for background information, such as whether the Property was tenanted or occupied by the seller.
9. Ms. Basco stated that the listing agent told her in a telephone call that the Property was tenant occupied and there was a one year agreement that was to end on December 15, 2015 and that the sellers would not renew.
10. Ms. Basco stated she informed her buyer client that if she was to purchase the Property, she would not be able to move in until January 2016, at the earliest. Ms. Basco stated that after viewing the Property, her client expressed an interest in making an offer.
11. On September 19, 2015, a Contract of Purchase and Sale Agreement ("Contract") for the Property was prepared by Ms. Basco on behalf of her client and accepted by the complainant/seller. The Contract stated that the buyer was to have vacant possession of the Property on January 5, 2016. The clause that stated *"subject to the following existing tenancies, if any"* was completed with the typed word *"NONE"*.
12. Ms. Basco stated that she wrote the offer *"relying on the disclosure of the listing realtor that the one year tenancy will end on December 31, 2015."* After the offer was accepted she stated she *"made no further mention of the tenancy, assuming by the time my buyer was set to complete, there will be none in existence; and that the property will be vacant."*

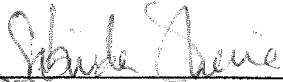
13. Ms. Basco stated that her client took possession of the Property on January 5, 2016 and was very pleased with the transaction.
14. Ms. Basco further stated that she *"knew nothing of the circumstances between the property manager and the seller. I did not even know there was a property manager involved, as it was never mentioned by the listing realtor. I inquired with the listing realtor and relied on his disclosure regarding the tenancy."*
15. Ms. Basco does not have a prior disciplinary history with the Council.

C. Proposed Acceptance of Findings and Waiver

1. Based on the Agreed Statement of Facts herein, and without making any admission of liability, Ms. Basco is prepared to accept the following findings if made against her by the Council's Consent Order Review Committee:
  - A. Ms. Basco committed professional misconduct within the meaning of section 35(1)(a) of the RESA, while acting as the buyer's agent for a property located on West 2<sup>nd</sup> Avenue, Vancouver, BC ("Property") in that she:
    - (i) failed to act in the best interests of her client, did not act with reasonable care and skill, and did not use reasonable efforts to discover relevant facts respecting real estate that her client was considering acquiring when she:
      - a) failed to ensure the Contract for Purchase and Sale ("Contract") included a term requiring the seller to give legal notice to the tenant to vacate the Property;
      - b) failed to ask for a copy of the Tenancy Agreement from the listing agent and instead accepted the tenant information which he provided verbally; and
      - c) failed to ensure that details of the tenancy were included in the Contract to ensure her client would have vacant possession,

contrary to sections 3-3(a) and (h) and 3-4 of the Rules.
2. Ms. Basco hereby waives her right to appeal pursuant to section 54 of the RESA.
3. Ms. Basco acknowledges that she has been advised that she has the right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.
4. Ms. Basco acknowledges and is aware that the Council will publish the Consent Order and penalty herein in its Report from Council newsletter, on the Council's website, and on CanLII, a website for legal research.

5. Ms. Basco 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 this Agreed Statement of Facts, Proposed Acceptance of Findings, and Waiver and Consent Order.
  
6. The Agreed Statement of Facts and Proposed Acceptance of Findings contained herein are made for the sole purpose of resolving a complaint being considered by the Council and for that purpose only. Such agreed statement of facts and proposed acceptance of findings cannot be used in any other proceeding of any kind.



Sabinder Sheina, Legal Counsel  
Real Estate Council of British Columbia

As to Part B only (Agreed Statement  
of Facts)

Dated 11, day of January, 2017<sup>8</sup>



Ammabelle Basco

As to Parts A, B, and C, (proposed penalty, Agreed  
Statement of Facts, Proposed Acceptance of  
Findings and Waiver)

Dated 21<sup>st</sup>, day of November, 2017