

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

JEE-MAN THOMAS PARK  
(140820)

AND

THOMAS PARK PERSONAL REAL ESTATE CORPORATION  
(140820PC)

CONSENT ORDER

RESPONDENT:	Jee-Man Thomas Park, Representative, City Realty Ltd. dba RE/MAX City Realty  Thomas Park Personal Real Estate Corporation
DATE OF REVIEW MEETING:	October 18, 2017
DATE OF CONSENT ORDER:	October 18, 2017
CONSENT ORDER REVIEW COMMITTEE:	R. Holmes, Q.C., Chair K. Lonsdale S. Heath
ALSO PRESENT:	G. Thiele, Director, Legal Services Janice Moore, Legal Counsel for the Real Estate Council
PROCEEDINGS:	

On October 18, 2017, the Consent Order Review Committee ("Committee") resolved to accept the Consent Order Proposal ("COP") submitted by Jee-Man Thomas Park, on his own behalf and on behalf of Thomas Park Personal Real Estate Corporation.

**WHEREAS** the COP, a copy of which is attached hereto, has been executed by Jee-Man Thomas Park, on his own behalf and on behalf of Thomas Park Personal Real Estate Corporation.

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

1. Jee-Man Thomas Park and Thomas Park Personal Real Estate Corporation have their licences suspended for forty-five (45) days;
2. Jee-Man Thomas Park and Thomas Park Personal Real Estate Corporation will not act as an unlicensed assistant during the time of their licence suspension;
3. Jee-Man Thomas Park, at his 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;
4. Jee-Man Thomas Park's and Thomas Park Personal Real Estate Corporation's licenses include a condition requiring enhanced supervision by a managing broker for a period of not less than six (6) months following the end of their licence suspension period, as more particularly described in Schedule 1 to this Order; and
5. Jee-Man Thomas Park and Thomas Park Personal Real Estate Corporation be jointly and severally liable to 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 Jee-Man Thomas Park or Thomas Park 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 18th day of October, 2017, at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE



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**

**JEE-MAN THOMAS PARK  
(140820)**

**AND**

**THOMAS PARK PERSONAL REAL ESTATE CORPORATION  
(140820PC)**

**CONSENT ORDER PROPOSAL BY JEE-MAN THOMAS PARK  
AND THOMAS PARK PERSONAL REAL ESTATE CORPORATION**

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**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Jee- Man Thomas Park ("Mr. Park") and Thomas Park Personal Real Estate Corporation ("Thomas Park PREC") to the Consent Order Review Committee ("CORC") of the Real Estate Council of British Columbia (the "Council") pursuant to section 41 of the *Real Estate Service Act* ("RESA").

For the purposes of the Proposal, Mr. Park on his own behalf and on behalf of Thomas Park PREC and the Council have agreed upon the following facts:

1. Mr. Park (140820) has been licensed as a representative since November 2004.
2. Mr. Park became licensed as Thomas Park PREC on November 16, 2016.
3. Mr. Park was at all relevant times licensed as a representative with City Realty Ltd. dba RE/MAX City Realty.

4. Mr. and Mrs. B. ("Sellers") were the owners of a residential strata unit located at XXX-XXX Abbott Street ("Property"). The strata complex was comprised of residential and commercial units. Ms. B was a member of the strata council.
5. Mr. Park was the appointed representative for one of the commercial owners, and for 5 years had been sitting on the same strata council as Ms. B.
6. The Sellers knew that Mr. Park was a licensee and in 2014, had discussions with him about renting out their Property. To assist the Sellers with making a decision, Mr. Park provided them with market evaluations, comparables and current listings. In November 2014, the Sellers leased their Property.
7. In early May 2015, the Sellers contacted Mr. Park to discuss whether they should continue to rent out the Property which was now vacant, or whether they should sell it instead. After some discussion, they decided to list the Property for sale with Mr. Park.
8. On May 29, 2015, the Sellers met with Mr. Park to sign a listing agreement. At the same time, Mr. Park presented them with an offer for the Property from a numbered company ("Buyer"), in the amount of \$945,000.00.
9. On May 29, 2015, Mr. Park entered into a designated agency agreement with the numbered company.
10. On May 29, 2015, Mr. Park entered into a limited dual agency agreement with the Sellers and the numbered company.
11. On June 3, 2015, the Sellers signed a Working with a REALTOR® document which indicated that Mr. Park was their designated agent.
12. When asked by the Sellers who the actual buyers were, Mr. Park replied that they were an off-shore couple in Asia. Mr. Park did not mention to the Sellers that the directors and shareholders of the numbered company were Mr. Park's sister and her husband.
13. Mr. Park stated to the Council that he and the Sellers had discussed leaving the Property on the market awhile longer, conducting open houses to get more exposure, and entertaining other offers. The Sellers decided not to proceed in that direction and instead presented the Buyer with a counter-offer in the amount of \$952,000.00, which the Buyer accepted on June 3, 2015.
14. The contract of purchase and sale contained a number of subjects to be removed by June 4, 2015, including one for obtaining financing, as well as a term which stated that the buyer reserved the right to assign the contract without notice to the seller. The contract also indicated that the Buyer and the Sellers had consented to a limited dual agency relationship with Mr. Park.
15. Mr. Park stated that he had no intention of double ending the deal; and he had told the Sellers that because the Buyer was his client as well, he would give the Buyer's commission (\$13,129.50) back to the Sellers.

16. The completion date was September 1, 2015. The Sellers decided that they wanted to rent out the Property until then. The Buyer agreed to rent the Property from June 5, 2015 until the completion date, for \$3,000.00 per month.
17. On June 3, 2015, Mr. Park listed the Property for \$958,000.00.
18. The Buyer removed all of its subjects on June 4, 2015.
19. At the beginning of August 2015, it was brought to the Sellers' attention by one of the residential owners in the complex that Mr. Park was living in the Property.
20. On August 5, 2015, the Sellers obtained a corporate search for the numbered company that listed the directors as M.S. and W.S.
21. Later that day, Mrs. B. emailed Mr. Park and asked him if he was living in the Property, and whether he was the actual buyer of the Property.
22. In response to that email, Mr. Park called Mrs. B. to arrange a meeting. The Sellers were going on holiday the next day, and arranged to meet with Mr. Park on August 15, 2015.
23. During that meeting, Mr. Park apologized to the Sellers and advised them that M.S. was his sister and W.S. was her husband. Mr. Park stated that they were not living in the Property and he had instead assumed the rental and had moved in for the duration of the rental period. Mr. Park stated that due to financial problems his sister and her husband were unable to complete the purchase. As a result, Mr. Park decided that he would buy the Property by way of an assignment of the contract.
24. At that meeting, Mr. Park provided the Sellers with a Disclosure of Interest in Trade form that indicated that he was acquiring the real estate, and that he was providing trading services to his sister. He also provided the Sellers with two independent appraisals that valued the Property at \$970,000.00 and \$975,000.00. The Sellers accepted Mr. Park's apology and agreed to take the higher of the two Property appraisals.
25. An addendum to the contract was subsequently signed by the Buyer and the Sellers, indicating that the contract had been assigned to Mr. Park, the purchase price had been increased from \$952,000.00 to \$975,000.00, and that Mr. Park had waived his entire ( Buyer's and Sellers' ) commission (\$30,318.75). The completion date was subsequently extended to September 15, 2015.
26. The Sellers had been receiving rent cheques from the numbered company for the months June through August as per the rental agreement. In late August, Mr. Park gave the Sellers a cheque in the amount of \$3000.00 to cover the additional days he would be remaining in (renting) the Property until the new completion date.
27. The transaction closed on September 15, 2015 without further incident.
28. Mr. Park did not receive any commission for the transaction.

29. Mr. Park stated that the Buyer did not receive any remuneration as a result of the assignment of the contract.
30. Mr. Park acknowledged that he made a mistake by not disclosing that his sister was one of the buyers and by not informing the Sellers that he was renting the Property. Mr. Park stated that it was never his intention to deceive or otherwise mislead the Sellers, and he was very sorry for the manner in which he conducted himself, and for any harm or distress he may have caused to the Sellers.
31. A Notice of Disciplinary Hearing was issued on March 3, 2017, and served on Mr. Park on his own behalf and on behalf of Thomas Park PREC.
32. Mr. Park and Thomas Park PREC have no prior discipline history with the Council.

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

For the sole purposes of the Proposal and based on the Facts outlined herein, Mr. Park and Thomas Park PREC propose the following findings of misconduct be made by the CORC:

1. Mr. Park and Thomas Park PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that:
  - a. he committed professional misconduct within the meaning of section 35(1)(a) of the RESA, and acted contrary to sections 3-4 (act honestly and with reasonable care and skill), 3-3(a) (act in the best interest of the client ), 3-3 (f) (disclosure of material information)and 3-3(i) and (j)(conflict of interest) of the Rules, when in his capacity as a limited dual agent in the purchase and sale of residential property located at XXX-XXX Abbott Street, Vancouver, BC ("Property"), he failed to disclose to the Sellers, until after the subjects to the contract had been removed, and then only after the Sellers questioned him, that:
    1. his sister was one of the owners of the corporate buyer;
    2. prior to subject removal he had entered into a short term tenancy agreement for the Property; and
    3. he would be purchasing the Property by way of assignment of the contract of purchase and sale.

#### **PROPOSED ORDERS**

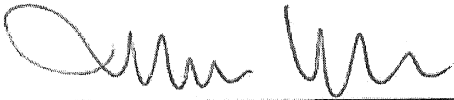
Based on the Facts herein and the Proposed Findings of Misconduct , Mr. Park and Thomas Park PREC propose that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the CORC, pursuant to section 43 of the RESA:

1. Mr. Park and Thomas Park PREC licences be suspended for 45 days.
2. Mr. Park and Thomas Park PREC be prohibited from acting as an unlicensed assistant during their licence suspension period.
3. Mr. Park, at his 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.
4. Mr. Park and Thomas Park PREC licences include a condition requiring enhanced supervision by a managing broker for a period of not less than six (6) months following the end of their licence suspension period, as more particularly described in Schedule 1 to this Order.
5. Mr. Park and Thomas Park PREC be jointly and severally liable to pay enforcement expenses in the amount of \$1,500.00 within sixty (60) days from the date of this Consent Order.
6. If Mr. Park and Thomas Park PREC fail to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Mr. Park and Thomas Park PREC's licences without further notice to them.

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

1. Mr. Park and Thomas Park PREC 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. Mr. Park and Thomas Park PREC 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. Mr. Park and Thomas Park PREC 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. Mr. Park and Thomas Park PREC 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. Mr. Park and Thomas Park PREC hereby waive their right to appeal pursuant to section 54 of the RESA.

6. The Proposal and its contents are made by Mr. Park and Thomas Park PREC 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. Park and Thomas Park PREC in any civil proceeding with respect to the matter.



Jee -Man Thomas Park on his own behalf  
and on behalf of Thomas Park Personal  
Real Estate Corporation

Dated 5, day of October, 2017

Signature of Jee-Man Thomas Park on his own  
behalf and on behalf of Thomas Park Personal Real  
Estate Corporation witnessed on the above date  
by:

GARY HSUEH

Witness Name (Please Print)

  
Witness Signature



## SCHEDULE 1

- 1) Mr. Park and Thomas Park PREC's licences will be restricted to City Realty Ltd. dba RE/MAX City Realty, or another brokerage acceptable to Council (the "Brokerage"), for a period of not less than one year following completion of their licence suspension.
- 2) Mr. Park and Thomas Park PREC will be subject to enhanced supervision by their managing broker, as set out in these conditions, for a period of not less than six (6) months following completion of his licence suspension (the "Enhanced Supervision Period").
- 3) Mr. Park and Thomas Park PREC must remain under the direct supervision of Glenn Melroy Sauer Warren, the managing broker of the Brokerage, or a successor managing broker acceptable to the Council (the "Managing Broker"), during the Enhanced Supervision Period.
- 4) Mr. Park and Thomas Park PREC must keep the Managing Broker informed on a timely basis of the real estate services that they are providing and other activities they are engaging in and must consult with the Managing Broker in advance of taking any action regarding any questions or concerns they 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) Mr. Park and Thomas Park PREC must report all their transactions to the Brokerage promptly, and ensure that no such transactions are conducted outside the Brokerage.
- 6) Mr. Park and Thomas Park PREC 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 Mr. Park and Thomas Park PREC's real estate services have been conducted under their direct supervision;
  - b. that Mr. Park and Thomas Park PREC'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 Mr. Park and Thomas Park PREC'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 Mr. Park and Thomas Park PREC have conducted and details regarding the client(s), the agency offered; and any customer relationships.

- 8) The Report will be reviewed by the Chair of the Council, who will determine if the requirement for enhanced supervision for the period set by Council has been met, and if not, will so advise the Managing Broker, Mr. Park and Thomas Park PREC and Mr. Park 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 their licences 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 Mr. Park and Thomas Park PREC's real estate services, including failure on their 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 Mr. Park and Thomas Park PREC and their 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, Mr. Park and Thomas Park PREC's licences are 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 Mr. Park and Thomas Park PREC's licences 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.