

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

AND

IN THE MATTER OF

**XIAO ZHONG (JORDAN) GUO
(166215)**

AND

**JORDAN GUO PERSONAL REAL ESTATE CORPORATION
(166215PC)**

CONSENT ORDER

RESPONDENT:	Xiao Zhong (Jordan) Guo, Representative, Pan Pacific Platinum Real Estate Services Inc. dba New Coast Realty Jordan Guo Personal Real Estate Corporation
DATE OF REVIEW MEETING:	June 28, 2017
DATE OF CONSENT ORDER:	August 18, 2017
CONSENT ORDER REVIEW COMMITTEE:	R. Holmes, Q.C., Chair C. Geurts L. Hrycan K. Khoo S. Sidhu T. Styffe
ALSO PRESENT:	E. Seeley, Acting Executive Officer G. Thiele, Director, Legal Services Jennifer Clee, Legal Counsel for the Real Estate Council

PROCEEDINGS:

On June 28, 2017, an Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver ("ASF") submitted by Xiao Zhong (Jordan) Guo, on his own behalf and on behalf of Jordan Guo Personal Real Estate Corporation was considered by the Consent Order Review Committee (the "Committee") but not accepted. On August 4, 2017, a revised ASF acceptable to the Committee was submitted by Xiao Zhong (Jordan) Guo, on his own behalf and on behalf of Jordan Guo Personal Real Estate Corporation.

WHEREAS the ASF, a copy of which is attached hereto, has been executed on behalf of the Council and by Xiao Zhong (Jordan) Guo, on his own behalf and on behalf of Jordan Guo Personal Real Estate Corporation.

NOW THEREFORE, the Committee having made the findings proposed in the attached ASF, and in particular having found that Xiao Zhong (Jordan) Guo and Jordan Guo 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. Xiao Zhong (Jordan) Guo and Jordan Guo Personal Real Estate Corporation's licences be suspended for forty-five (45) days and that they will not act as an unlicensed assistant during the time of their licence suspensions;
2. Xiao Zhong (Jordan) Guo and Jordan Guo Personal Real Estate Corporation be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$5,000.00 within ninety (90) days of the date of this Order;
3. Xiao Zhong (Jordan) Guo, 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. Xiao Zhong (Jordan) Guo and Jordan Guo Personal Real Estate Corporation be under the enhanced direct supervision of a managing broker for a period of not less than one (1) year (following the end of the suspension period) as more particularly described in the terms of the Enhanced Supervision Conditions attached as Schedule 1 to this Consent Order; and
5. Xiao Zhong (Jordan) Guo and Jordan Guo Personal Real Estate Corporation be jointly and severally liable to 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 Xiao Zhong (Jordan) Guo or Jordan Guo 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 her, pursuant to sections 43(3) and 43(4) of the *Real Estate Services Act*.

Dated this 18th day of August, 2017, 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', with a long, sweeping horizontal stroke extending to the right.

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**

IN THE MATTER OF

**XIAO ZHONG (JORDAN) GUO
(166215)**

AND

**JORDAN GUO PERSONAL REAL ESTATE CORPORATION
(166215PC)**

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

The following agreement has been reached between Xiao Zhong (Jordan) Guo ("Mr. Guo") Jordan Guo Personal Real Estate Corporation and the Real Estate Council of British Columbia (the "Council").

- A. Mr. Guo, on his own behalf and on behalf of Jordan Guo Personal Real Estate Corporation, hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* (RESA) that:
- a. their licenses be suspended for forty-five (45) days and that they be prohibited from acting as an unlicensed assistant during the period of license suspensions;
 - b. they be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$5,000 within ninety (90) days of the date of this Order;
 - c. at his own expense, Mr. Guo 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 in the time period as directed by the Council;
 - d. they be jointly and severally liable to pay enforcement expenses pursuant to section 44 of the RESA in the amount of \$3,000 within sixty (60) days from the date of this Order herein; and

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- e. if they fail to comply with any of the terms of the Order set out above, a Discipline Hearing Committee may suspend or cancel their licenses without further notice to them pursuant to section 43(3) and 43(4) of the RESA.
- B. Mr. Guo further consents to an Order that he will be under the enhanced direct supervision of a managing broker for a period of not less than one year (following the end of the suspension period) as more particularly described in the terms of the Enhanced Supervision Conditions attached as Schedule 1 to this Consent Order Proposal, and agrees that the terms of the Enhanced Supervision Conditions form part of any Order made pursuant to Section 41 of the RESA.
- C. As a basis for this Order, Mr. Guo and Jordan Guo Personal Real Estate Corporation hereby acknowledge and agree that the facts set forth herein are correct:

1. Mr. Guo was at all relevant times licensed as a representative with Pan Pacific Platinum Real Estate Services Inc. dba New Coast Realty.
2. Mr. Guo's licensing history is as follows:

Start Date	End Date	Brokerage	Licence Level	Licence Category
17/07/2015	Present	New Coast Realty (X030113)	Representative	Trading
29/05/2015	17/07/2015	New Coast Realty (X030113)	Representative	Trading
21/05/2014	28/05/2015	New Coast Realty (X030113)	Representative	Trading
29/05/2013	21/05/2014	Royal Pacific Riverside Realty Ltd. (X027016)	Representative	Trading

3. Mr. Guo became licensed as Jordan Guo Personal Real Estate Corporation on July 17, 2015.
4. Mr. Guo and Jordan Guo Personal Real Estate Corporation do not have a discipline history with the Council.

D. File 15-273-Facts

1. On August 1, 2014, Mr. Guo entered into a one-year fixed term tenancy agreement (the "Tenancy Agreement") in regard to the Property.
2. On September 9, 2015, the Council received information from the Real Estate Board of Greater Vancouver ("REBGV") outlining concerns that arose during an investigation they were conducting regarding a consumer complaint against Mr. Guo. The complaint was from the seller of at [REDACTED] Avenue, Burnaby, BC (the "Property"). The nature of the complaint was that Mr. Guo had assigned his lease for the Property to a buyer for the Property, without first obtaining the seller's consent.
3. In his April 7, 2016 response to Council's enquiry about circumstances surrounding the listing and sale of the Property, Mr. Guo states that on or about December, 2014, the seller (his landlord) gave him verbal consent to list the Property for sale, but did not want to enter a listing contract until a buyer was in place.

4. In December, 2014, Mr. Guo learned of buyers who were interested in purchasing the Property. Mr. Guo created an Exclusive Listing Contract created for the Property, dated December 1, 2014, that was signed by the seller of the Property.
5. On December 21, 2014, Mr. Guo prepared an offer for the Property on behalf of C.L., the buyer. C.L.'s offer was accepted by the seller on December 23, 2015 (the "Contract"). The pertinent details of the Contract were as follows:

Price:	\$428,000
Conditions:	financing and inspection To be removed by January 7, 2015
Completion:	January 21, 2015
Agency:	Jordan Guo -Limited Dual Agency
6. The Contract did not contain the standard condition providing that the buyer's offer be subject to the buyer obtaining, reviewing and approving the strata documentation for the Property, which was a bare land strata.
7. The information obtained by the Council from the WEBForms® transaction kit for Mr. Guo regarding the Property, during its investigation of this complaint, appeared to indicate the "transaction kit", including the Exclusive Listing Contract dated December 1, 2014, was created on December 21, 2014.
8. The Limited Dual Agency Agreement and the Working With a Realtor® Brochure signed by the buyer and seller were both dated December 23, 2015, the date the Offer was accepted, rather than on or before December 21, 2014, the date the Contract was written.
9. The buyer's subject conditions were to be removed January 7, 2015 but were not. According to Mr. Guo, the buyer and seller verbally agreed to extend the subject removal date from January 7, 2015 to January 23, 2015. Mr. Guo did not prepare an addendum to the Contract to extend the subject removal date until January 23, 2015.
10. On January 23, 2015 Mr. Guo prepared and had the buyer and seller sign an addendum to the Contract changing the subject removal date to January 23, 2015, and extending the possession date to February 20, 2015.
11. On January 23, 2015, Mr. Guo also prepared, and had the buyer and seller sign, an addendum removing subject conditions.
12. On February 1, 2015, Mr. Guo prepared an addendum, which was signed by the original buyer C.L., and by another individual, Y.X.C., as buyers, and which stated "The Buyers, with the consent of the Sellers will rent and occupy the subject property prior to closing of the

sale defined in the Purchase Agreement, start from Feb.1st, 2015." This addendum was not signed by the seller.

13. In March 2016, Council wrote to J.R., Mr. Guo's managing broker, requesting information regarding the assignment of tenancy. J.R.'s response to Council states that Mr. Guo sublet his tenancy to the buyers as they were expecting a new baby around the time of completion and were without a home for two weeks, and that because the assignment was for a short term, he did not prepare a written agreement.
14. Email correspondence between Mr. Guo and L.T., who acted for the seller in the lease of the Property to Mr. Guo, indicates that Mr. Guo believed he had the right to sublet or assign his lease until the sale of the Property completed on February 20, 2015, and that the landlord could not unreasonably withhold such consent. When Mr. Guo learned that the seller was upset by his failure to notify him of the assignment of lease arrangement, he offered to waive his commission, but the seller refused, advising that he wished to "stick" to the contract and that he only wanted the deal to close on time.
15. On February 9, 2015, Mr. Guo wrote a new contract of purchase and sale for the Property that named C.L. and Y.X.C. as buyers, included a completion date of February 17, 2015, contained no subject conditions, and indicated that the seller was in an agency relationship with Mr. Guo. The buyer's agency section was blank. Mr. Guo rewrote the contract for clarification purposes, as the original contract had gotten "messy".
16. Mr. Guo did not provide the Contract, or the February 9, 2015 redrafted contract, to his brokerage until after subject conditions were removed.
17. On February 20, 2015 the sale of the Property completed without incident.
18. Mr. Guo states in his response to Council that he acted as a limited dual agent to help both the buyers and the seller, and was not aware that he should include a subject clause for the buyer to review strata documentation. Mr. Guo now realizes he should include such clauses when dealing with the sale of strata properties. Mr. Guo also stated in his response to Council that he was a new licensee and that he did not realize that he had to submit all accepted contracts to the brokerage, and therefore he did not submit contracts to his brokerage until after subjects were removed. Mr. Guo now realizes he must submit all accepted contracts to his brokerage.

E. File 15-523 Facts

1. On February 29, 2016, Council received a complaint from the REGVB with respect to Mr. Guo in relation to two transactions involving [REDACTED] Minoru Boulevard, Richmond, BC (the "Minoru Boulevard Property") and [REDACTED] Marine Drive, West Vancouver, B.C. (the "Marine Drive Property").

Minoru Boulevard, Richmond, BC

2. On January 21, 2015, the Minoru Boulevard Property was listed for sale with D.R.G. The list price was \$7,900,000.
3. On April 13, 2015, Mr. Guo wrote an offer for the Minoru Boulevard Property on behalf of his company, Vancouver JIA Construction Ltd., ("JIA") for the price of \$7,500,000 (the "Offer"). The Offer included the following:
 - Deposit: \$100,000 upon acceptance and \$300,000 upon subject removal, to be held in trust by New Coast Realty
 - Completion: June 30, 2015
 - Agency: Designated agent for the seller: C.S./D.R.G.
Designated agent for the buyer: Jordan Guo/New Coast Realty
 - Subjects: financing, environmental report, new construction feasibility study, approval of rent rolls and tenant lease agreements –all to be removed by May 15, 2015
 - Assignment: buyer's right to assign without further notice to seller
4. Mr. Guo did not provide the seller of the Minoru Boulevard Property, or its agent, with a Disclosure of Interest in Trade form disclosing that he was a shareholder, director and officer of JIA.
5. On April 15, 2015, the seller accepted the Offer and the initial \$100,000 deposit was deposited into New Coast Realty's trust account (the "Original Contract"). Mr. Guo did not provide his brokerage with either the original or a copy of the Original Contract at this time.
6. On April 15, 2015, Mr. Guo entered into an Exclusive Listing Contract in regard to the Minoru Boulevard Property with JIA as the assignor. The listing period was from April 15, 2015 to May 15, 2015. The list price was \$7,900,000. Mr. Guo did not provide his brokerage with either the original or a copy of the Exclusive Listing Agreement at this time.
7. After April 15, 2015, Mr. Guo published and circulated a brochure advertising the Minoru Boulevard Property for sale by way of assignment, without obtaining the seller's consent to do so.
8. JIA did not assign the contract for the Minoru Boulevard Property.
9. On May 15, 2015, JIA did not remove its subject conditions and an authorization was executed by JIA and the seller, releasing the \$100,000 deposit to JIA.

██████ Marine Drive, West Vancouver, BC

1. On or about April 20, 2015, Mr. Guo published and circulated a brochure advertising a property located at ██████ Marine Drive, West Vancouver for sale by way of assignment.
2. The Marine Drive Property had been listed exclusively, and recently sold, by brokerages other than New Coast Realty, with whom Mr. Guo was licensed.
3. Mr. Guo says he was contacted by a client, Ms. T.T., who he understood to be a shareholder of the buyer of the Marine Drive Property, who provided him with information about the sale of the Marine Drive Property and requested that he look for a potential buyer to take an assignment of the Contract.
4. Without verifying whether T.T. was, in fact, an authorized representative of the buyer of the Marine Drive Property, and without obtaining the seller's written consent to do so, Mr. Guo advertised the Marine Drive Property for sale.
5. Upon being notified by Council of REBGV complaint, Mr. Guo's Managing Broker requested copies of all trading records relating to the Minoru Boulevard Property and the Marine Drive Property from Mr. Guo. After this request, Mr. Guo delivered the requested documents to his brokerage.
6. In his response to Council dated September 7, 2016, Mr. Guo states that he has attended several training classes and courses over the previous 12 months and now understands his professional responsibilities to deliver all trading records to his brokerage promptly, to make Disclosure of Interest in Trade when he or his company are acquiring or disposing of property, and to not market a property for sale without the seller's prior written consent.

F. File 15-273 Proposed Acceptance of Findings and Waiver

1. Based on the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Mr. Guo, on his own behalf and on behalf of Jordan Guo Personal Real Estate Corporation, is prepared to accept the following findings if made against him by the Council's Consent Order Review Committee.
 - a. Mr. Guo and Jordan Guo Personal Real Estate Corporation committed professional misconduct within the meaning of section 35(1)(a) of the RESA when, in his capacity as a limited dual agent for the buyer and seller of residential property located at ██████ ██████ Burnaby, BC (the "Property") he, contrary to section 3-4 of the Rules (duty to act honestly with reasonable care and skill):

- i) on December 21, 2014 created a contract of purchase and sale and on December 21, 2014 created an exclusive listing contract and back dated the exclusive listing contract to December 1, 2014, before the buyers and sellers had signed the Working with a Realtor Brochure and the Limited Dual Agency Agreement on December 23, 2104;
 - ii) failed to include in the contract of purchase and sale a condition providing that the buyer's offer be subject to the buyer obtaining, reviewing and approving the strata documentation for the Property;
 - iii) drafted an addendum to the contract of purchase and sale to extend the subject removal dates two weeks after the subjects were actually removed;
 - iv) prepared a new contract of purchase and sale, dated February 9, 2015, for the same transaction which failed to reflect his representation as a limited dual agent for the buyers and the seller; and
- b. contrary to sections 3-4 and 3-2(1)(b) of the Rules, failed to promptly provide his managing broker with the originals or copies of all trading records in relation to the Property.

G. File 15-523 Proposed Acceptance of Facts and Waiver

1. Based on the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Mr. Guo, on his own behalf and on behalf of Jordan Guo Personal Real Estate Corporation, is prepared to accept the following findings if made against him by the Council's Consent Order Review Committee.
- a. Mr. Guo committed professional misconduct within the meaning of section 35(1)(a) of the RESA when:
- i. in his capacity as the assignor's agent in the assignment of the contract of purchase and sale for property located at [REDACTED] Marine Drive, West Vancouver, BC ("Marine Drive Property"), he published and circulated a brochure advertising the Marine Drive Property for sale by way of assignment without obtaining the consent of the owner of the Marine Drive Property to do so, contrary to sections 3-4 and 4-8 of the Rules;
 - ii. in his capacity as the buyer's agent in the purchase of property located at [REDACTED] Minoru Boulevard, Richmond, BC ("Minoru Boulevard Property"), he failed to provide a Disclosure of Interest in Trade form to the seller disclosing your interest as a shareholder, director and officer of the buyer, contrary to sections 3-4 and section 5-9(1)(b) of the Rules;

- iii. in his capacity as the assignor's agent in the assignment of the contract of purchase and sale for the Minoru Boulevard Property, he published and circulated a brochure advertising the Minoru Boulevard Property for sale by way of assignment without obtaining the consent of the owner to do so, contrary to sections 3-4 and 4-8 of the Rules; and
- iv. with respect to both the Marine Drive Property and the Minoru Boulevard Property, he failed to:
 - 1.1 promptly provide the original or copies of all trading records for the original contract of purchase and sale and the assignment of said contracts, to his managing broker, contrary to sections 3-4 and 3-2(1) of the Rules; and
 - 1.2 keep his managing broker informed of the real estate services he was providing on behalf of the brokerage, contrary to sections 3-4 and 3-2(2)(a) of the Rules.
- 2. Mr. Guo and Jordan Guo Personal Real Estate Corporation hereby waive their right to appeal pursuant to section 54 of the RESA.
- 3. Mr. Guo and Jordan Guo Personal Real Estate Corporation acknowledge that they have been advised that they have the right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.
- 4. Mr. Guo and Jordan Guo Personal Real Estate Corporation acknowledge and are aware that the Council will publish the Consent Order and penalty herein in its Report from the Council newsletter, on the Council's website, and on CanLII, a website for legal research.
- 5. Mr. Guo and Jordan Guo Personal Real Estate Corporation acknowledge and are aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the *Real Estate Services Act*, to appeal any decision of the Council, including this Agreed Statement of Facts, Proposed Acceptance of Findings, and Waiver and Consent Order.

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

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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.



Jennifer A. Clee, Legal Counsel
Real Estate Council of British Columbia

As to Part C, D, E only (Agreed Statement
of Facts)

Dated 4, day of August, 2017



Xiao Zhong (Jordan) Guo on his own behalf and on
behalf of Jordan Guo Personal Real Estate Corporation

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

Dated 1st, day of August, 2017

SCHEDULE 1

Jordan Guo's licence will be restricted to Pan Pacific Platinum Real Estate Services dba New Coast Realty, or another brokerage acceptable to Council, (the "Brokerage") for a period of not less than one year following completion of his licence suspension.

- 1) Jordan Guo will be subject to enhanced supervision by his managing broker, as set out in these conditions, for a period of not less than one year following completion of his licence suspension (the "Enhanced Supervision Period").
- 2) Jordan Guo must remain under the direct supervision of Dave Erickson, the managing broker of the Brokerage, or a successor managing broker acceptable to the Council (the "Managing Broker"), during the Enhanced Supervision Period.
- 3) Jordan Guo must keep the Managing Broker informed on a timely basis of the real estate services that he is providing and other activities he is engaging in and must consult with the Managing Broker in advance of taking any action regarding any questions or concerns he 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.
- 4) Jordan Guo must report all his transactions to the Brokerage promptly, and ensure that no such transactions are conducted outside the Brokerage.
- 5) Jordan Guo 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.
- 6) The Managing Broker must provide a final report to the Council confirming:
 - a. that Jordan Guo's real estate services have been conducted under their direct supervision;
 - b. that Jordan Guo'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 Jordan Guo'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 Jordan Guo has conducted and details regarding the client(s), the agency offered; and any customer relationships.
- 7) The Report will be reviewed by the Chair of the Council, who will determine if the requirement for enhanced supervision for the period set by Council has been met, and if not, will so advise the Managing Broker and Jordan Guo and Jordan Guo 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 his licence suspended until a further order is made by the Council under section 43(4) or (5) of the RESA.
- 9) The Managing Broker must immediately report to the Council anything of an adverse nature with respect to Jordan Guo's real estate services, including failure on his 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 Jordan Guo and his 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, Jordan Guo's licence is suspended and will remain suspended until all conditions herein are met or a further order is made by Council under section 43(4) or (5) of the RESA. Any suspension of Jordan Guo's licence under this paragraph does not limit the Council's ability to take further disciplinary action for breach of the conditions or of the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation.