

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

AND

IN THE MATTER OF

ELISABETH FLORENCE (LISA) CHANDLER
(085563)

CONSENT ORDER

RESPONDENT: Elisabeth Florence (Lisa) Chandler,
Representative, Macdonald Realty Ltd.,
dba Macdonald Realty, while licensed
with Dexter Properties Inc. dba Dexter
Associates Realty

DATE OF REVIEW MEETING: June 28, 2017

DATE OF CONSENT ORDER: July 28, 2017

CONSENT ORDER REVIEW COMMITTEE: R. Holmes, Q.C., Chair
C. Geurts
L. Hrycan
K. Khoo
T. Styffe

ALSO PRESENT: E. Seeley, Acting Executive Officer
G. Thiele, Director, Legal Services
David McKnight, 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 Elisabeth Florence (Lisa) Chandler was considered by the Consent Order Review Committee (the "Committee") but not accepted. On July 10, 2017, a revised ASF acceptable to the Committee was submitted by Elisabeth Florence (Lisa) Chandler.

WHEREAS the ASF, a copy of which is attached hereto, has been executed by the Council and by Elisabeth Florence (Lisa) Chandler.

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

1. Elisabeth Florence (Lisa) Chandler be reprimanded;
2. Elisabeth Florence (Lisa) Chandler pay a discipline penalty to the Council in the amount of \$3,500.00 within ninety (90) days of the date of this Order;
3. Elisabeth Florence (Lisa) Chandler, 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;
4. Elisabeth Florence (Lisa) Chandler 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;
5. Within three months from the date of this Consent Order Elisabeth Florence (Lisa) Chandler will review with her managing broker trading services and rental property management services under the *Real Estate Services Act* and what services she can provide to the public;
6. Elisabeth Florence (Lisa) Chandler will submit to the Council a certification signed by her managing broker confirming that she has completed the review; and
7. Elisabeth Florence (Lisa) Chandler will prepare and submit to the Chair of the Council a statement which demonstrates, to the satisfaction of the Chair, what she has learned from this incident and from the review.

If Elisabeth Florence (Lisa) Chandler 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 28th day of July, 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,

SBC 2004, c. 42 as amended

AND

IN THE MATTER OF ELISABETH FLORENCE (LISA) CHANDLER (085563)

AGREED STATEMENT OF FACTS,
PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

The following agreement has been reached between Elisabeth Florence (Lisa) Chandler ("Ms. Chandler") and the Real Estate Council of British Columbia ("Council").

A. Ms. Chandler hereby consents to an Order made pursuant to sections 41 and 43 of the *Real Estate Services Act* (RESA) that:

- 1) she be reprimanded;
- 2) she pay a discipline penalty to the Council in the amount of \$3,500.00 within ninety (90) days of the date of this Order;
- 3) at her own expense, she will 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 within the time period as directed by the Council;
- 4) she pay enforcement expenses pursuant to section 44 of the RESA in the amount of \$1,500.00 within sixty (60) days from the date of this Order.
- 5) within three months from the date of this Order she review with her managing broker trading services and rental property management services under the RESA and what services she can provide to the public;
- 6) she submit to the Council a certification signed by her managing broker confirming that she has completed the review;
- 7) she prepare and submit to the Chair of the Council a statement which demonstrates, to the satisfaction of the Chair, what she has learned from this incident and from the review; and
- 8) if she fails to comply with any of the terms of the Order as set out above, a Discipline Hearing 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, Ms. Chandler acknowledges and agrees that the facts set forth herein are correct:

1. Ms. Chandler's licensing history is as follows:

Start Date	End Date	Brokerage	Licence Level	Licence Category
2014/10/31	Present	Macdonald Realty (X001949)	Representative	Trading
2010/11/19	2014/10/31	Dexter Associates Realty (X011824)	Representative	Trading
2004/11/19	2010/11/18	Dexter Associates Realty (Van2) (X022816)	Representative	Trading
1997/11-04	2004/11/18	**Unlicensed**		
1990/02/12	1997/11/03	Dexter Associates Realty (X011824)	Representative	Trading, Rental

2. From the period of November 19, 2004 to October 31, 2014 Ms. Chandler was licensed as a representative of Dexter Associates Realty ("Dexter Associates").
3. From the period of October 31, 2014 to the present Ms. Chandler has been licensed as a representative of Macdonald Realty.
4. Ms. Chandler is a personal friend with the owners (the "Owners") of property located at 2XXX Waterloo Street, Vancouver, BC (the "Property").
5. On October 8, 2014, the Complainants K.L. and K.O. entered into a Residential Tenancy Agreement for rental of the Property effective October 21, 2014 (the "Tenancy Agreement"). A security deposit of \$3000.00 and some postdated rental cheques were provided by the Complainants to the Owners of the Property.
6. The Complainants did not have enough postdated rental cheques at the time the Tenancy Agreement was signed. As a result, the Owners asked Ms. Chandler to accept the remaining postdated cheques (the "Remaining Cheques") from the Complainants and to deposit the Remaining Cheques into the Owners' bank account which she did.
7. As of October 2014, Dexter Associates was not active in property management and regularly discussed the option of pursuing property management in its business model with its licensees and made it clear it had chosen not to do so.
8. On April 8, 2015, Ms. Chandler sent an email to the Complainant K.L. stating "1) please go ahead and arrange for dryer repair. I will reimburse you." On or about April 28, 2015, Ms. Chandler issued a cheque payable to the Complainant K.L. for "Fridge - Waterloo (Sears)" in the amount of \$209.01. Attached to the cheque was a copy of a paid invoice from Sears Home Services for fridge repair. The contact name and signature on the paid invoice was Elisabeth Chandler.
9. On or about April 29, 2015, the Complainant K.L. wrote to Ms. Chandler regarding payment for installation of an alarm for the Property. By email dated April 29, 2015, Ms. Chandler wrote to the Complainant K.L. stating "There is an

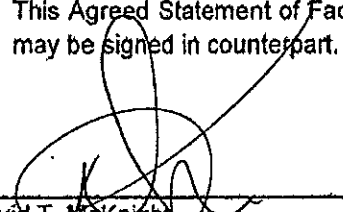
envelope for you at the front desk of Macdonald. Please leave the other invoice at the des (sic) for me to pay."

10. By email dated April 30, 2015, the Complainant K.L. responded to Ms., Chandler, *"Ok, thanks Lisa. I'll text you the amount of the invoice when the tech comes (which is supposed to be tomorrow) and I can pick up both cheques on one trip. I'll leave the invoice at the desk as well."*
11. On May 5, 2015, the Complainant K.L. sent an email to Ms. Chandler stating *"Hi Lisa, the furnace just died. Would you please call your service tech or get me his name and phone number..."* Ms. Chandler responded by email on the same date and provided K.L. with the name and phone number for a furnace repair company.
12. On May 13, 2015, Ms. Chandler issued a cheque payable to the Complainant K.L. for "Dryer Repair Waterloo" in the amount of \$503.28.
13. Ms. Chandler states that she accepted and deposited the Remaining Cheques and paid the invoices in order to assist the Complainants and to assist the Owners who were traveling out of the country at the time.
14. By letter to Council dated July 28, 2016, Macdonald Realty advised that Ms. Chandler did not disclose that she was providing rental management services to the Property and that it had no knowledge that Ms. Chandler was providing rental management services to the Property.
15. Ms. Chandler has no prior disciplinary history with Council.

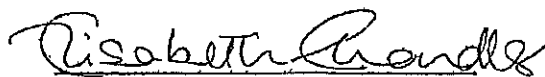
C. Proposed Acceptance of Findings and Waiver.

1. Based upon the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Ms. Chandler is prepared to accept the following findings made against her by Council's Consent Order Review Committee, that she committed professional misconduct within the meaning of section 35(1) by contravening section 35(1)(a) of the RESA, in that:
 - (a) contrary to section 7(3)(a) of the RESA she provided rental property management services outside of her related brokerage for the Property when she collected cheques, arranged for repairs to the Property, and reimbursed the Complainants who were tenants of the Property for out of pocket expenses on behalf of the Owners;
 - (b) contrary to section 3(1)(a) of the RESA she provided rental property management services as described above, when she was not licensed to do so;
 - (c) contrary to section 27(1)(a) of the RESA she failed to promptly pay and deliver to her related brokerage the rent cheques she received from the Complainants and instead deposited the rent directly into the Owners' bank account; and

- (d) contrary to section 3-2(2)(a) of the Rules she failed to inform her managing broker of the rental property management services provided on behalf of the owners of the Property.
2. Ms. Chandler hereby waives her right to appeal pursuant to section 54 of the RESA.
 3. Ms. Chandler acknowledges that she has a right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.
 4. Ms. Chandler acknowledges and is aware that Council will publish the Consent Order and penalty herein in its Report from Council newsletter, on Council's website and on CanLII, a website for legal research.
 5. Ms. Chandler 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 and Waiver contained herein are made for the sole purpose of resolving a complaint being considered by the Council and for that purpose only. The Agreed Statement of Facts and Proposed Acceptance of Findings cannot be used in any other proceeding of any kind.
 7. This Agreed Statement of Facts and Proposed Acceptance of Findings and Waiver may be signed in counterpart.


David T. McKnight
Legal Counsel Real Estate Council
of British Columbia
As to Part B only (Agreed Statement of
Facts)

Dated: 28th day of July, 2017.


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

Dated: 10 day of July, 2017.