

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

AND

IN THE MATTER OF

SEYED-AMIR-MOHAMMAD MIRI  
(170760)

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AND

AMIR MIRI PERSONAL REAL ESTATE CORPORATION  
(170761PC)

**CONSENT ORDER**

RESPONDENT:	Seyed-Amir-Mohammad Miri, representative, Royal Pacific Lions Gate Realty Ltd., while licensed with RLPS Limited Partnership dba Royal LePage Sussex
	Amir Miri Personal Real Estate Corporation
DATE OF REVIEW MEETING:	May 17, 2017
DATE OF CONSENT ORDER:	May 17, 2017
CONSENT ORDER REVIEW COMMITTEE:	R. Holmes, Q.C., Chair J. Daly E. Mignosa T. Styffe M. Leslie
ALSO PRESENT:	E. Seeley, Acting Executive Officer G. Thiele, Director, Legal Services Esther Jeon, Legal Counsel for the Real Estate Council

PROCEEDINGS:

On May 17, 2017 the Consent Order Review Committee ("Committee") resolved to accept the Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver ("ASF") submitted by

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Seyed-Amir-Mohammad Miri, on his own behalf and on behalf of Amir Miri Personal Real Estate Corporation.

**WHEREAS** the ASF, a copy of which is attached hereto, has been executed by Seyed-Amir-Mohammad Miri, on his own behalf and on behalf of Amir Miri Personal Real Estate Corporation, and on behalf of the Council;

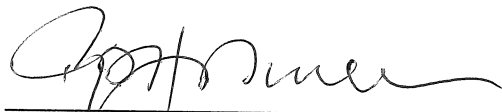
**NOW THEREFORE**, the Committee having made the findings proposed in the attached ASF, and in particular having found that Seyed-Amir-Mohammad Miri and Amir Miri Personal Real Estate Corporation committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that:

1. Seyed-Amir-Mohammad Miri and Amir Miri Personal Real Estate Corporation be reprimanded;
2. Seyed-Amir-Mohammad Miri and Amir Miri Personal Real Estate Corporation be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$2,500 within ninety (90) days of the date of this Order;
3. at his own expense, Seyed-Amir-Mohammad Miri shall 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. Seyed-Amir-Mohammad Miri and Amir Miri 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 within sixty (60) days from the date of this Order.

If Seyed-Amir-Mohammad Miri or Amir Miri 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 17<sup>th</sup> day of May, 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

IN THE MATTER OF

SEYED AMIR MOHAMMAD MIRI  
(170760)

AND

AMIR MIRI PERSONAL REAL ESTATE CORPORATION  
(170761PC)

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

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The following agreement has been reached between Seyed-Amir-Mohammad (Amir) Miri ("Mr. Miri"), Amir Miri Personal Real Estate Corporation ("Amir Miri PREC") and the Real Estate Council of British Columbia (the "Council").

- A. Mr. Miri, on his own behalf and on behalf of Amir Miri PREC, hereby consents to an Order to be made pursuant to section 43 of the *Real Estate Services Act* ("RESA") that:
- a. they be reprimanded;
  - b. they be jointly and severally liable to pay to the Council a discipline penalty in the amount of \$2,500.00 within ninety (90) days of this Order;
  - c. at his own expense, Mr. Miri shall 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;
  - d. they be jointly and severally liable to 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 Order; and
  - e. if they fail to comply with any of the terms of the Order as set out above, a Discipline Committee may suspend or cancel their licences without further notice, pursuant to section 43(3) and 43(4) of the RESA.
- B. As a basis for this Order, the Council, Mr. Miri and Amir Miri PREC acknowledge and agree that the facts set forth herein are correct:
1. Mr. Miri was at all relevant times licensed as a representative with Royal LePage Sussex (West Vancouver).

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

2. Mr. Miri's licensing history is as follows:

Brokerage	Branch Name	Licence Level	Licence Category	Start Date	End Date
Royal Pacific Lions Gate Realty Ltd. (X033238)		Representative	Trading	02/14/2017	Present
Royal Pacific Realty Corp. (X024262)		Representative	Trading	05/08/2016	02/14/2017
Pan Pacific Platinum Real Estate Services Inc. dba New Coast Realty (X032445)	West Vancouver	Representative	Trading	18/04/2016	05/08/2016
*** Unlicensed ***				16/04/2016	17/04/2016
RLPS Limited Partnership dba Royal LePage Sussex (X031411)	West Vancouver	Representative	Trading	13/08/2015	15/04/2016
RLPS Limited Partnership dba Royal LePage Sussex Realty (X031680)	Vancouver	Representative	Trading	25/05/2015	13/08/2015
KCC 264 Holdings Ltd. dba Royal LePage City Centre (X028088)		Representative	Trading	11/05/2015	25/05/2015

3. Amir Miri PREC's licensing history is as follows:

Brokerage	Branch Name	Licence Level	Licence Category	Start Date	End Date
Royal Pacific Lions Gate Realty Ltd. (X033238)		Representative	Trading	02/14/2017	Present

4. This matter relates to Mr. Miri's conduct in the sale of his own property located at 1XXX XXXXXXXXXX XXXX, West Vancouver, B.C. (the "Property") in a transaction where he acted as a limited dual agent for the seller and the buyer.
5. Mr. Miri had an interest in the Property as a 50% shareholder and a director of a corporation which was the legal owner of the Property (the "Seller").
6. On April 3, 2016, Mr. Miri, on behalf of the Seller, entered into a contract of purchase and sale with a buyer who made an offer on the Property (the "Buyer").
7. Also on April 3, 2016, Mr. Miri signed a Disclosure of Interest in Trade form (the "Disclosure Form"), which the Buyer also signed as the person to whom the disclosure was made.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

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8. Mr. Miri had the Buyer also sign the Disclosure Form as a witness to the disclosure, despite the instruction immediately below the witness signature line which read "*not a party to the trade in real estate*".
9. The transaction completed on or about July 28, 2016 without incident.
10. Mr. Miri acknowledges that the Disclosure Form was not witnessed properly.
11. The Buyer stated to the Council in a sworn affidavit that he was fully aware of Mr. Miri's interest in this transaction, which information was disclosed to the Buyer well in advance, and was more than satisfied with his purchase of the Property through Mr. Miri.
12. Mr. Miri does not have a history of discipline proceedings with the Council.

C. Proposed Acceptance of Findings and Waiver

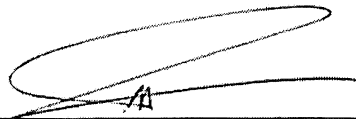
1. Based on the Agreed Statement of Facts herein, and without making any admission of liability, Mr. Miri, on his own behalf and on behalf of Amir Miri PREC, is prepared to accept the following findings if made against him by the Council's Consent Order Review Committee:
  - (a) Mr. Miri, as a representative licensed with Royal LePage Sussex, committed professional misconduct within the meaning of section 35(1)(a) of the RESA in the sale of the Property, in that contrary to section 3-4 of the Rules [*duty to act honestly and with reasonable care and skill*], he failed to ensure that the disclosure of his interest in the trade was witnessed properly, in particular by allowing the Buyer to sign the Disclosure Form as a witness despite the clear instruction to the contrary that the witness not be a party to the trade.
2. Mr. Miri, on his own behalf and on behalf of Amir Miri PREC, hereby waives his right to appeal pursuant to section 54 of the RESA.
3. Mr. Miri, on his own behalf and on behalf of Amir Miri PREC, acknowledges that he has been advised that he has the right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.
4. Mr. Miri, on his own behalf and on behalf of Amir Miri PREC, 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. Mr. Miri, on his own behalf and on behalf of Amir Miri PREC, 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.

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

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.



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Esther Jeon, Legal Counsel  
Real Estate Council of British Columbia



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Seyed Amir Mohammad Miri, on his own behalf  
and on behalf of Amir Miri Personal Real Estate  
Corporation

As to Part B only (Agreed Statement  
of Facts)

Dated 5<sup>th</sup>, day of May, 2017

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

Dated 4<sup>th</sup>, day of May, 2017