

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

AND

IN THE MATTER OF

**ANTHONY ROLAND BOOS
(141281)**

CONSENT ORDER

RESPONDENT:	Anthony Roland Boos, Managing Broker, Rental property Management, and Strata, Cascade Realty Ltd. dba Royal LePage Cascade Realty
DATE OF REVIEW MEETING:	February 22, 2017
DATE OF CONSENT ORDER:	February 22, 2017
CONSENT ORDER REVIEW COMMITTEE:	R. Holmes, Q.C., Chair R. Gialloredo S. Sidhu L. Hrycan J. Daly
ALSO PRESENT:	G. Thiele, Director, Legal Services Esther Jeon, Legal Counsel for the Real Estate Council
PROCEEDINGS:	

On February 22, 2017 the Consent Order Review Committee ("Committee") resolved to accept the Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver ("ASF") submitted by Anthony Roland Boos.

WHEREAS the ASF, a copy of which is attached hereto, has been executed by Anthony Roland Boos 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 Anthony Roland Boos committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that Anthony Roland Boos:

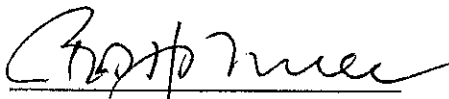
1. be reprimanded; and

2. shall 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 Anthony Roland Boos fails to comply with any term of this Order, the Council may suspend or cancel his licence without further notice to him, pursuant to sections 43(3) and 43(4) of the *Real Estate Services Act*.

Dated this 22nd day of February, 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', is written over a horizontal line.

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

Attch.

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

IN THE MATTER OF

ANTHONY ROLAND BOOS
(141281-2)

AGREED STATEMENT OF FACTS,
PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

The following agreement has been reached between Anthony Roland Boos and the Real Estate Council of British Columbia (the "Council").

- A. Mr. Boos hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* that he be reprimanded.
- B. Mr. Boos hereby consents to an Order that he shall pay enforcement expenses to the Council in the total amount of \$1,500 within sixty (60) days from the date of the Order herein.
- C. Mr. Boos further consents to an Order that if he fails to comply with any of the terms of the Order set out above, a Discipline Hearing Committee may suspend or cancel his licence without further notice to him pursuant to section 43(3) and 43(4) of the *Real Estate Services Act*.
- D. As a basis for this Order, Mr. Boos acknowledges and agrees that the facts set forth herein are correct:
1. Mr. Boos was at all relevant times licensed as a managing broker with Cascade Realty Ltd. dba Royal LePage Cascade Realty ("Cascade Realty") for trading, rental property and strata management services.
 2. Mr. Boos' licensing history for his secondary licence (141281-2) is as follows:

Brokerage	Branch Name	Licence Level	Licence Category	Start Date	End Date
Cascade Realty Ltd. (X028416)	Tumbler Ridge	Managing Broker	Trading, Rental, Strata	23/10/2013	Present
Cascade Realty Ltd. (X028416)	Tumbler Ridge	Managing Broker	Trading, Rental	01/01/2010	23/10/2013

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Mr. Boos' licensing history for his secondary licence (141281-1) is as follows:

Brokerage	Branch Name	Licence Level	Licence Category	Start Date	End Date
Cascade Realty Ltd. (X029364)	Dawson Creek	Managing Broker	Trading, Rental, Strata	26/10/2009	Present

Mr. Boos' licensing history for his primary licence (141281) is as follows:

Brokerage	Branch Name	Licence Level	Licence Category	Start Date	End Date
Cascade Realty Ltd. (X022295)		Managing Broker	Trading, Rental, Strata	26/10/2009	Present
Cascade Realty Ltd. (X028416)	Tumbler Ridge	Managing Broker	Trading, Rental	30/06/2009	26/10/2009
Cascade Realty Ltd. (X022295)		Representative	Trading, Rental	06/01/2009	30/06/2009
Cascade Realty Ltd. (X028416)	Tumbler Ridge	Representative	Trading, Rental	21/12/2006	05/01/2009
Cascade Realty Ltd. (X028416)	Tumbler Ridge	Representative	Trading	01/02/2005	21/12/2006

3. This matter concerns the conduct of Mr. Boos and his representative, E.K., in the provision of rental property management services with respect to a property located in Tumbler Ridge, B.C. (the "Property").
4. Cascade Realty entered into a rental management service agreement with the owner of the Property, effective November 24, 2014 (the "Service Agreement"). E.K. was assigned to manage the Property. The Service Agreement set out the following terms, among others:
 - Cascade Realty accepts the employment and agrees:
 - i. to collect rents and other amounts including damage deposits and pet deposits;
 - ii. to deposit all receipts collected for Owner including damage deposits and pet deposits;
 - A walk through of the subject property to be executed during move in and move out.
5. On or about December 3, 2014, Cascade Realty entered into a residential tenancy agreement (the "Tenancy Agreement") with D.S. and A.S. (the "Tenants") with respect to the Property for a one-year term, following which the tenancy would continue on a month-to-month basis.
6. The Tenancy Agreement included a term which stipulated that a security deposit of \$450 and a pet damage deposit of \$450 were payable.
7. The security and pet damage deposits were not collected from the Tenants.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER


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8. Also on December 3, 2014, Cascade Realty and the Tenants signed an addendum to the Tenancy Agreement entitled "ADDENDUM FOR **UNFURNISHED HOUSE**" [emphasis included], which set out the terms of the agreement relating to hydro, insurance, pets and rent payment, among other terms.
 9. On or about December 5, 2014, the Tenants moved into the Property. A move-in condition inspection was not conducted.
 10. The Tenants say that when they moved into the Property, furniture and various belongings of the owner of the Property were still in the house and the backyard, which they say was not expected. E.K. says that the Tenants were aware – and agreed – that some of the owner's belongings would temporarily be stored in a spare room of the Property.
 11. The Tenants also say that they had conflict with the owner's family during the course of tenancy about removing furniture and having repairs done to the property. The Tenants ultimately purchased some furniture from the owner in a separate agreement.
 12. On or about December 1, 2015, the Tenants provided a written notice to end tenancy.
 13. On or about December 31, 2015, the Tenants vacated the Property. A move-out condition inspection was not conducted prior to the Tenants vacating the Property.
 14. On or about March 16, 2016, the owner of the Property alleged that the Tenants caused damage to the Property and removed items not provided for in their separate agreement. The Tenants denied both allegations.
 15. By this time, Mr. Boos had become involved and he was managing E.K.'s files due to E.K.'s declining health.
 16. On March 22, 2016, the Tenants filed a complaint against Cascade Realty and its related licensees.
 17. Mr. Boos does not have any previous discipline with the Council.
- E. Proposed Acceptance of Findings and Waiver
1. Based on the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Anthony Roland Boos is prepared to accept the following findings if made against him by the Council's Consent Order Review Committee:
 - (a) Anthony Roland Boos committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* ("RESA"), in that contrary to section 6(2) of RESA and section 3-1(1) of the Council Rules, he failed to be in active charge of the business of the brokerage and to ensure an adequate level of supervision for related representatives. In particular, he:

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- (i) permitted the Tenancy Agreement to be entered into with respect to the Property without confirming:
 - the collection of a security deposit and a pet deposit from the Tenants, as stipulated in the Tenancy Agreement and the Service Agreement; and
 - the completion of a move-in condition inspection of the Property, as required under section 23 of the *Residential Tenancy Act* and as stipulated in the Service Agreement; and
 - (ii) permitted the termination of the Tenancy Agreement without confirming the completion of a move-out condition inspection of the Property, as required under section 35 of the *Residential Tenancy Act* and as stipulated in the Service Agreement.
2. Mr. Boos hereby waives his right to appeal pursuant to section 54 of the *Real Estate Services Act*.
 3. Mr. Boos 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. Boos 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. Boos acknowledges and is 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.
 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.



Esther Jeon, Legal Counsel
Real Estate Council of British Columbia

As to Part E only (Agreed Statement of Facts)

Dated 8th day of Feb, 2017



Anthony Roland Boos

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

Dated 7 day of Feb, 2017