

File # 15-002

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

IN THE MATTER OF
VANTAGE WEST REALTY INC.
(X028990)

ADRIAN JOSEPH HAZZI
(137393)

AND

BRENDA LYNN MAXWELL
(089596)

CONSENT ORDER

RESPONDENTS:

Brenda Lynn Maxwell, Managing
Broker, Vantage West Realty Inc.

Adrian Joseph Hazzi, Associate
Broker, Vantage West Realty Inc.
while acting as Managing Broker,
Vantage West Realty Inc.

Vantage West Realty Inc., Brokerage

DATE OF REVIEW MEETING:

September 29, 2016

DATE OF CONSENT ORDER:

September 29, 2016

CONSENT ORDER REVIEW COMMITTEE:

M. Leslie
S. Lynch
G. Martin
J. Pearson
T. O'Grady

ALSO PRESENT:

R.O. Fawcett, Executive Officer
G. Thiele, Director, Legal Services
E. Jeon, Legal Counsel for the Real
Estate Council

PROCEEDINGS:

On September 29, 2016 the Consent Order Review Committee (the "Committee") resolved to accept the Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver ("ASF") submitted by Brenda Lynn Maxwell, Adrian Joseph Hazzi and Vantage West Realty Inc..

WHEREAS the ASF, a copy of which is attached hereto, has been executed by Brenda Lynn Maxwell, Adrian Joseph Hazzi, Vantage West Realty Inc. and on behalf of the Council;

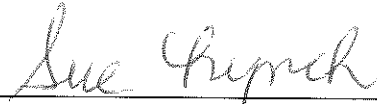
NOW THEREFORE, the Committee having made the findings proposed in the attached ASF, and in particular having found that Brenda Lynn Maxwell, Adrian Joseph Hazzi and Vantage West Realty Inc. committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that:

1. Vantage West Realty Inc., Adrian Joseph Hazzi and Brenda Lynn Maxwell each be reprimanded;
2. Vantage West Realty Inc. pay a discipline penalty to the Council in the amount of \$5,000.00 within sixty (60) days of the date of the Order;
3. Adrian Joseph Hazzi pay a discipline penalty to the Council in the amount of \$7,500.00 within sixty (60) days of the date of this Order;
4. Brenda Lynn Maxwell pay a discipline penalty to the Council in the amount of \$5,000.00 within sixty (60) days of the date of the Order;
5. Adrian Joseph Hazzi, and Brenda Lynn Maxwell, each, at their own expense, register for and successfully complete the Broker's 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;
6. Vantage West Realty Inc., Adrian Joseph Hazzi and Brenda Lynn Maxwell be jointly and severally liable to pay enforcement expenses of this Consent Order to the Council in the amount of \$1,500.00 within sixty (60) days from the date of this Order.

If Vantage West Realty Inc., Adrian Joseph Hazzi or Brenda Lynn Maxwell fail 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*.

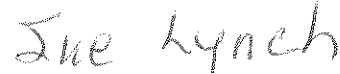
Dated this 29 day of September, 2016 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE



[name of chair], Chair
Consent Order Review Committee

Atch.



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

IN THE MATTER OF

VANTAGE WEST REALTY INC.
(X028990)

ADRIAN JOSEPH HAZZI
(137393)

AND

BRENDA LYNN MAXWELL
(089596)

AGREED STATEMENT OF FACTS,
PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

The following agreement has been reached between Vantage West Realty Inc. ("Vantage West"), Adrian Joseph Hazzi ("Mr. Hazzi"), and Brenda Lynn Maxwell ("Ms. Maxwell") and the Real Estate Council of British Columbia (the "Council").

- A. Vantage West hereby consents to an Order to be made pursuant to sections 41 of the *Real Estate Services Act* that it be reprimanded and pay a discipline penalty to the Council in the amount of \$5,000 within sixty (60) days of the date of the Order herein.
- B. Mr. Hazzi hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* that:
 - a. he be reprimanded;
 - b. he pay a discipline penalty to the Council in the amount of \$7,500 within sixty (60) days of the date of the Order herein;
 - c. he, at his own expense, register for and successfully complete the Brokers' Remedial Education Course as provided by the Real Estate Division, Sauder School of Business at the University of British Columbia in the time period directed by the Council;
- C. Ms. Maxwell hereby consents to an Order pursuant to sections 41 and 43 of the *Real Estate Services Act* that:
 - a. she be reprimanded;

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

- b. she pay a discipline penalty to the Council in the amount of \$5,000 within sixty (60) days of the date of the Order herein;
- c. she, at her own expense, register for and successfully complete the Brokers' 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. Vantage West, Mr. Hazzi, and Ms. Maxwell hereby consent to an Order that they be jointly and severally liable to pay enforcement expenses to the Council in the amount of \$1,500.00 within sixty (60) days from the date of the Order herein.
- E. Vantage West, Mr. Hazzi, and Ms. Maxwell further consent to an Order that 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 licences without further notice to them pursuant to subsections 43(3) and 43(4) of the *Real Estate Services Act*.
- F. As a basis for this Order, Vantage West, Mr. Hazzi, and Ms. Maxwell acknowledge and agree that the facts set forth herein are correct:
 - 1. Vantage West Realty Inc. has been licensed as a brokerage since April 18, 2008.
 - 2. The licence history of Vantage West is as follows:

Brokerage	Licence Level	Licence Category	Start Date	End Date
Vantage West Realty Inc. (X028990)	Brokerage	Trading, Rental	4/18/2016	Present
Vantage West Realty Inc. (X028990)	Brokerage	Trading, Rental	3/6/2015	4/17/2016
Vantage West Realty Inc. (X028990)	Brokerage	Trading	9/2/2014	3/6/2015
Vantage West Realty Inc. (X028990)	Brokerage	Trading	4/18/2014	9/2/2014
Vantage West Realty Inc. (X028990)	Brokerage	Trading	11/28/2012	4/17/2014
Vantage West Realty Inc. (X028990)	Brokerage	Trading, Rental	4/18/2012	11/28/2012
Vantage West Realty Inc. (X028990)	Brokerage	Trading, Rental	4/18/2010	4/17/2012
Vantage West Realty Inc. (X028990)	Brokerage	Trading, Rental	4/18/2008	4/17/2010

- 3. Mr. Hazzi was at all relevant times licensed with Vantage West, first as a representative, then as a managing broker and currently as an associate broker.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

4. Mr. Hazzi's licence history is as follows:

Brokerage	Licence Level	Licence Category	Start Date	End Date
Vantage West Realty Inc. (X028990)	Associate Broker	Trading, Rental	4/9/2015	Present
Vantage West Realty Inc. (X028990)	Associate Broker	Trading	3/13/2015	4/9/2015
Vantage West Realty Inc. (X028990)	Managing Broker	Trading	11/28/2012	3/12/2015
Vantage West Realty Inc. (X028990)	Representative	Trading	4/18/2008	11/28/2012
Norwich Real Estate Services Inc. dba RE/MAX Kelowna (X017071)	Representative	Trading	5/26/2005	4/17/2008
RLK Realty Ltd. dba Royal LePage Kelowna (X026688)	Representative	Trading	3/13/2003	5/26/2005

5. Ms. Maxwell was at all relevant times licensed as a managing broker with Vantage West.

6. Ms. Maxwell's licence history is as follows:

Brokerage	Licence Level	Licence Category	Start Date	End Date
Vantage West Realty Inc. (X028990)	Managing Broker	Trading, Rental	3/6/2015	Present
*** Unlicensed ***	N/A	N/A	3/4/2015	嘩嘩鐵/2015
Alpine Resort Realty Corp. (X026031)	Managing Broker	Trading, Rental	10/27/2009	3/3/2015
*** Unlicensed ***			1/19/2007	10/26/2009
639442 B.C. Ltd. dba RE/MAX Real Estate (Kamloops) (X027521)	Associate Broker	Trading	9/26/2006	1/18/2007
*** Unlicensed ***			1/1/1998	9/25/2006
513434 B.C. Ltd. dba High Country Cariboo Realty (X025579)	Managing Broker	Trading, Rental	8/28/1996	12/31/1997
*** Unlicensed ***			8/21/1996	8/27/1996

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Assist Realty Ltd. dba RE/MAX Assist Realty (X016743)	Managing Broker	Trading, Rental	2/29/1996	8/20/1996
Assist Realty Ltd. dba RE/MAX Assist Realty (X016743)	Representative	Trading, Rental	10/13/1994	2/29/1996
*** Unlicensed ***			10/30/1993	10/12/1994
Gieselman & Associates Realty Ltd. dba Clearview Realty (X023039)	Representative	Trading, Rental	6/3/1993	6/3/1993
Assist Realty Ltd. dba RE/MAX Assist Realty (X016743)	Representative	Trading, Rental	6/3/1993	10/29/1993
Century 21 Cooper Nicholson Realty Ltd. (Kam) (X021973)	Representative	Trading, Rental	8/12/1991	6/3/1993
Lake Okanagan Real Estate Services Ltd. dba Coldwell Banker Inland Realty (X016359)	Representative	Trading, Rental	9/11/1990	8/12/1991

Unlicensed Offices and Unlicensed Entity

7. On April 18, 2008, Vantage West was licensed for trading and rental property management. The address on its licence certificate was 2-1329 Ellis Street in Kelowna (the "Ellis Office").
8. Mr. Hazzi was appointed as the director of Vantage West on April 18, 2008.
9. On November 28, 2012, Mr. Hazzi became managing broker of Vantage West but he was only licensed for trading, not rental property management.
10. Also on November 28, 2012, an application was made to the Council to remove rental property management services from the licence of Vantage West. The amended licence of Vantage was issued on November 28, 2012.
11. On September 2, 2014, an application was made to change the address of Vantage West from 2-1329 Ellis Street to 100-1060 Manhattan Drive (the "Manhattan Office"). An amended licence certificate was issued on September 2, 2014 to reflect the change of address. No application was made for the Ellis Office to be a branch office of Vantage West.
12. Mr. Hazzi failed to submit the original licence certificate of Vantage West to the Council before the amended licence was issued on September 2, 2014.

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13. Vantage West began providing real estate services through the Manhattan Office prior to it being licensed by the Council on September 2, 2014, as evidenced by:
 - i. an article published on Before and After Media dated August 20, 2014, promoting the opening of the Manhattan Office, with an opening statement that read: "*Today, Vantage West Realty opened the doors to its expanded location...*", referring to the Manhattan Office as the new location;
 - ii. an article published on Kelowna Daily Courier dated August 25, 2014, promoting the opening of the Manhattan Office, with a caption that read: "*Vantage West is now located in The Manhattan office building*";
 - iii. an article published on Before and After Media dated August 27, 2014, promoting the opening of the Manhattan Office;
 - iv. an article published on Kelowna Capital News dated August 28, 2014, promoting the opening of the Manhattan Office
14. In or about December 2014, Ms. Maxwell began working in the conveyance department of Vantage West in an administrative support role. She was still licensed as the managing broker of another brokerage at this time.
15. On March 6, 2015, Ms. Maxwell became licensed with Vantage West as a managing broker. She was licensed for trading and rental property management services.
16. Also on March 6, 2015, the brokerage licence of Vantage West was amended to include rental property management services.
17. On March 13, 2015, Mr. Hazzi's licence with Vantage West was amended from managing broker to associate broker.
18. On June 17, 2015, the Ellis Office was re-licensed as a branch office of Vantage West.
19. From September 2, 2014 to June 17, 2015, Vantage West provided real estate services through the Ellis Office while it was not licensed as a branch office.

Statement of Ms. Maxwell

20. Ms. Maxwell provided responses to the Council dated July 27, 2015 and October 29, 2015 in which she made the following statements:
 - i. In March 2015, the Ellis Office had advertising in the windows and signage for "The Empowered Renter". There was a licensed "*sales associate, licensed at the Manhattan address working between Manhattan and Ellis offices*", providing services for rent-to-own properties;

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- ii. When Ms. Maxwell began working for Vantage West in December 2014, the office of The Empowered Renter was located at 2-1329 Ellis Street in Kelowna (the Ellis Office). This office was operating as a "Division of Vantage West Realty Inc.";
 - iii. On March 19, 2015, C.D. and B.V. (the "Property Managers"), were hired and licensed with Vantage West at the Manhattan Office. The Property Managers were "*using desks at the Ellis office when they came on board*";
 - iv. Ms. Maxwell was not aware that the media release in Before and After Media dated April 15, 2015 was published until seeing a copy of it in the complaint.
21. On June 15, 2015, Ms. Maxwell was contacted by the Council to discuss the licensing issues. It was then that Ms. Maxwell became aware of the Ellis Office not being licensed as a branch office.
 22. Ms. Maxwell took immediate steps to ensure that the Ellis Office was re-licensed, which took effect on June 17, 2015. The Property Managers were transferred to the Ellis Office from the Manhattan Office, effective July 8, 2015.

Statement of Mr. Hazzi

23. Mr. Hazzi submitted a response to the Council dated July 30, 2015 in which he made the following statements:
 - i. Vantage West completed its move (from the Ellis Office to the Manhattan Office) in September 2014;
 - ii. A Vantage West sign was placed in the window of the Ellis Office to direct traffic to the new location;
 - iii. When Vantage West first moved offices, "*no rental property management was being conducted at either office since at this time our focus was solely real estate sales*";
 - iv. Mr. Hazzi relied on his administrator to return the cancelled licence certificate to the Council when the licence of Vantage West was amended on November 28, 2012 but acknowledged that as the managing broker, he should have taken steps to verify it himself;
 - v. When Ms. Maxwell joined the team as managing broker, Vantage West was still not operating a rental property management division. In late March 2015, the Property Managers were hired to offer rental property management services, and they were licensed at the Manhattan Office;
 - vi. "*In its infancy, book keeping, team meetings and processing of rent payments were done at the Manhattan Office*";

- vii. Once the Property Managers were recruited (in late March 2015), the intent was to operate the property management company at the Ellis Office but there were delays. In April, May and June (of 2015), the Property Managers were licensed at the Manhattan Office but "*all administration of the services provided was being done at Manhattan*". The intention was to "*fully open on Ellis with its own administration team in July*";
- viii. At the time of taking the photo for the press release (published in the REM article in June 2015), the property management division had not yet moved its day-to-day business to the Ellis Office. They anticipated being in full operation at the Ellis Office by the time the press release was published in the media.

Statements of the Property Managers

24. The Property Managers described The Empowered Renter as a program of Vantage West aimed at educating tenants to become homeowners. They made the following statement:

"[The Empowered Renter] has been a program that Vantage West has offered for some time, always operating under the license of Vantage West Realty. A logo was developed for this program and it did appear on some of our materials, always alongside the brokerage name of Vantage West Realty Inc."

Property Management Agreements

25. Ms. Maxwell provided copies of sixteen (16) Property Management Agreements (the "Agreements") which were entered into between The Empowered Renter Corp. and property owners.
26. The Agreements were executed by the Property Managers on behalf of The Empowered Renter Corp.
27. The Empowered Renter Corp. was incorporated on November 7, 2014. Mr. Hazzi is a director of this corporation and the address recorded for Mr. Hazzi as a director is that of the Ellis Office.
28. The Agreements describe The Empowered Renter Corp. as "a division of Vantage West Realty Inc. Kelowna", acting as "Agent" and having an office at 2-1329 Ellis Street, Kelowna, B.C., the address of the Ellis Office.
29. The Empowered Renter Corp. was not licensed by the Council at any time, nor was it approved by the Council as a trade name or a team name for Vantage West.
30. The dates of the Agreements range from March 30, 2015 to July 10, 2015 (see **Schedule A**).

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

31. Rental property management services were being provided through the Ellis Office prior to it being licensed as a branch office, as evidenced by four Agreements entered into by The Empowered Renter Corp. in March 2015 and April 2015 (see **Schedule A**).

Bank Statements

32. In her response to the Council dated July 27, 2015, Ms. Maxwell enclosed copies of monthly statements, copies of deposits and void cheques for bank accounts held by Vantage West, for the period covering March 2015 to June 2015.
33. On March 3, 2015, three bank accounts were opened by Mr. Hazzi on behalf of Vantage West, to be used in association with The Empowered Renter:
- i. [REDACTED] – Trust account - [REDACTED]
Name: Vantage West Realty Inc.
In Trust
T.E.R.¹ Trust
 - ii. [REDACTED] – Trust account – [REDACTED]
Name: Vantage West Realty Inc.
In Trust
T.E.R. Commission Trust
 - iii. [REDACTED] – General account – [REDACTED]
Name: Vantage West Realty Inc.
T.E.R. General Bank
- (the “T.E.R. Accounts”).
34. The address shown on the statements for each account is 1329 Ellis St., Unit 2, Kelowna, B.C., the address of the Ellis Office.
35. Cheques issued from each account bear the name Vantage West Realty Inc., the address of the Ellis Office and a design logo with the name “The Empowered Renter”.
36. From about April 2015 to June 2015, cheques were issued from the T.E.R. Accounts to various payees, including clients of The Empowered Renter Corp., Mr. Hazzi and Vantage West, among others. Commission payments were also issued to the Property Managers from the T.E.R. Trust Commission Account during this time period.
37. Prior to the Ellis Office being licensed on June 17, 2015, one hundred and seventeen (117) cheques were issued from the T.E.R. Accounts (see **Schedule B**). The cheques bear the logo of The Empowered Renter Corp. and the address of the

¹ T.E.R. is an abbreviated form for The Empowered Renter

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Ellis Office, despite the fact that both The Empowered Renter Corp. and the Ellis Office were unlicensed at the relevant times.

38. In particular, there were four (4) clients with whom The Empowered Renter Corp. entered into Agreements prior to the Ellis Office being licensed on June 17, 2015. Seven (7) payments were made to these clients from the T.E.R. Trust account prior to June 17, 2015 (see **Schedule C**).
39. In addition, there were nine (9) clients with whom The Empowered Renter Corp. entered into Agreements following the Ellis Office being licensed on June 17, 2015. Eighteen (18) payments were made to these clients from the T.E.R. Trust account prior to the Agreements being entered into, and prior to the Ellis Office becoming licensed on June 17, 2015 (see **Schedule D**).

Discipline History

40. Ms. Maxwell does not have a prior discipline history with the Council.

Mr. Hazzi:

41. Mr. Hazzi was the subject of two previous discipline proceedings with the Council.

File No. 06-233

42. On December 20, 2007, Mr. Hazzi entered into a Consent Order in which he acknowledged committing professional misconduct within the meaning of section 35(1)(d) of the *Real Estate Services Act* in that he demonstrated incompetence by:
- i. failing to promptly disclose the source and amount of the anticipated remuneration in accordance with 5-11 of the Council Rules;
 - ii. acting as an agent of the buyer when it was inappropriate to do so and in so doing acted in a conflict of interest as he had an ongoing relationship with the seller, contrary to section 3-3(1)(i) and section 3-3(1)(a) of the Council Rules;
 - iii. failing to act with reasonable care and skill in a real estate transaction in accordance with section 3-4 of the Council Rules;
 - iv. failing to advise the buyer to seek independent legal advice and the time to obtain such advice both prior to the execution of the contract and during the course of the contract when the seller's failure to complete became an issue; and
 - v. failing to promptly deliver a copy of an accepted contract to his brokerage.

43. The penalty assigned to Mr. Hazzi in the Consent Order of December 20, 2007 was as follows:
- i. thirty (30) day licence suspension;
 - ii. successful completion of the disciplinary education assignment applicable to Chapter 12 (Law of Agency) of the Real Estate Trading Services Licensing Course as provided by the Real Estate Division of the Sauder School of Business at the University of British Columbia within the time period directed by the Council; and
 - iii. payment to the Council of enforcement expenses in the amount of \$750.00 within sixty (60) days from the date of the Consent Order.

File No. 13-410

44. By way of a Consent Order dated February 5, 2016, 2015, Mr. Hazzi was reprimanded and was ordered jointly and severally liable, along with two other licensees subject to the proceeding, to pay for enforcement expenses to the Council. Mr. Hazzi was found to have committed professional misconduct within the meaning of s. 35(1)(a) of the *Real Estate Services Act*, in that while acting as a managing broker for Vantage West Realty Inc., he:
- i. contravened section 6(2)(c) of the *Real Estate Services Act* and section 3-1(1) of the Council Rules by failing to properly monitor a contract of purchase and sale with respect to a strata property in Westbank, British Columbia to ensure the deposit had been received by the brokerage in accordance with the contract;
 - ii. contravened section 3-4 of the Council Rules by failing to review the contract, either sufficiently or at all, to seek clarification as to the deposit terms when the contract stated that the deposit was due within 24 hours of acceptance and included "see addendum" which addendum did not clarify the intent of the parties with respect to the payment of the deposit;
 - iii. contravened section 3-1(4)(a) of the Council Rules by failing to ensure that all parties to the contract were immediately notified in writing that the deposit had not been received in accordance with the contract.

Vantage West:

File No. 11-090

45. By way of a Consent Order dated August 30, 2012, Vantage West was reprimanded and was ordered jointly and severally liable, along with its managing broker, to pay for enforcement expenses to the Council.

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46. Vantage West was found to have committed professional misconduct within the meaning of s. 35(1)(a) of the *Real Estate Services Act* in regards to a \$20,000 deposit held as stakeholder pursuant to a contract of purchase and sale for property located in, Kelowna BC, dated December 12, 2008. In particular, contrary to section 30(2) of the *Real Estate Services Act*, Vantage West released to the seller the \$20,000.00 deposit from its trust account without the written agreement of the parties to the contract.

G. Proposed Acceptance of Findings and Waiver:

6. Based on the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Vantage West, Mr. Hazzi, and Ms. Maxwell are prepared to accept the following findings if made against them by the Council's Consent Order Review Committee:

Vantage West:

- a. Vantage West committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* (the "RESA") in that:
- i. contrary to section 5(4) of the RESA, it provided real estate services through its office located at 100-1060 Manhattan Drive (the "Manhattan Office") when it was not licensed;
 - ii. contrary to section 5(4) of the RESA, it provided real estate services at its office located at 2-1329 Ellis Street ("Ellis Office") when it was not licensed; and
 - iii. contrary to section 7(5) of the RESA, Vantage West provided real estate services through The Empowered Renter Corp., an unlicensed entity.

Mr. Hazzi:

- b. Mr. Hazzi, while acting as managing broker and associate broker for Vantage West, committed professional misconduct within the meaning of section 35(1)(a) of the RESA, in that:
- i. contrary to section 6(2) of the RESA and section 3-1 of the Council Rules, he failed to be actively engaged in the management of Vantage West and to ensure that the business of the brokerage was carried out competently and in accordance with the RESA, Regulations, Council Rules and Bylaws, in particular by:
 - I. allowing the brokerage to provide real estate services at 100-1060 Manhattan Drive, Kelowna, B.C. (the "Manhattan Office") when it was not licensed, contrary to section 5(4) of the RESA;

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2. allowing the brokerage to provide real estate services at 2-1329 Ellis Street, Kelowna, B.C. (the "Ellis Office") when it was not licensed, contrary to section 5(4) of the RESA;
 3. allowing the brokerage to provide real estate services through The Empowered Renter Corp., an unlicensed entity, contrary to section 7(5) of the RESA;
 4. allowing trust and bank accounts of the brokerage to be opened for use in association with The Empowered Renter Corp., an unlicensed entity, contrary to section 3-1(3)(a) of the Council Rules;
 5. failing to return the original licence certificate to the Council before an amended licence was issued, contrary to section 3-1(3)(b) of the Council Rules.
- ii. contrary to section 35(1)(g) of the RESA, Mr. Hazzi attempted to mislead the Council when he stated that from April 2015 to June 2015, the administration of property management services was done through the Manhattan Office, when in fact it was done through the Ellis Office, as evidenced by:
1. four (4) property management agreements executed in the said time period between property owners and The Empowered Renter Corp. which was located at the Ellis Office at all relevant times;
 2. twenty-five (25) payments made out to clients of The Empowered Renter Corp. in the said time period from its trust account which was administered through the Ellis Office at all relevant times; and
 3. one hundred-seventeen (117) cheques issued to various payees in the said time period bearing the logo of The Empowered Renter Corp. and the address of the Ellis Office.

Ms. Maxwell:

- c. Ms. Maxwell, while acting as managing broker for Vantage West, committed professional misconduct within the meaning of section 35(1)(a) of the RESA, in that:
- i. contrary to section 6(2) of the RESA and section 3-1 of the Council Rules, she failed to be actively engaged in the management of Vantage West and to ensure that the business of the brokerage was carried out competently and in accordance with the RESA, Regulations, Council Rules and Bylaws, in particular by:

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1. failing to ensure that the office located at 2-1329 Ellis Street, Kelowna, B.C. (the "Ellis Office") was licensed as a branch office of Vantage West, contrary to section 5(4) of the RESA;
 2. allowing the brokerage to provide real estate services through The Empowered Renter Corp., an unlicensed entity, contrary to section 7(5) of the RESA;
 3. failing to ensure that the name The Empowered Renter was licensed by the Council as a trade name or a team name of Vantage West, contrary to sections 4-4 and 4-6 of the Council Rules;
 4. allowing trust and bank accounts of the brokerage to be administered through the Ellis Office when it was not licensed as a branch office, contrary to section 3-1(3)(a) of the Council Rules. In particular, one hundred and seventeen (117) payments were made from three accounts of The Empowered Renter (abbreviated on bank statements as "T.E.R."), namely T.E.R. Trust, T.E.R. Commission Trust and T.E.R. General Bank accounts (the "T.E.R. Accounts"), to various payees using cheques bearing the address of the Ellis Office, when the Ellis Office was not licensed as a branch office;
 5. allowing the T.E.R. Accounts to be administered through The Empowered Renter Corp., an unlicensed entity, contrary to section 3-1(3)(a) of the Council Rules. In particular, one hundred and forty-one (141) payments were made from T.E.R. Accounts to various payees using cheques bearing the logo of The Empowered Renter;
 6. allowing licensees to provide real estate services outside of their brokerage, contrary to 7(3)(a) of the RESA; in particular by allowing licensees of Vantage West to provide real estate services:
 - a. through The Empowered Renter Corp., an unlicensed entity;
 - b. at the Ellis Office when it was not licensed as a branch office; and
 - c. at the Ellis Office when they were licensed in relation to the office of Vantage West located at 100-1060 Manhattan Drive, Kelowna, B.C.
 7. allowing licensees to be paid remuneration directly from The Empowered Renter Corp., contrary to section 7(3)(b) of the RESA.
2. Mr. Hazzi, Ms. Maxwell and Vantage West hereby waive their right to appeal pursuant to section 54 of the *Real Estate Services Act*.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

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3. Mr. Hazzi, Ms. Maxwell and Vantage West acknowledge 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. Hazzi, Ms. Maxwell and Vantage West acknowledge and are 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. Hazzi, Ms. Maxwell and Vantage West 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.
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.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER



Esther Jeon, Legal Counsel

Real Estate Council of British Columbia

As to Part F only (Agreed Statement of Facts)

Dated 27 day of September, 2016



Vantage West Realty Ltd.

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

Dated 26 day of September, 2016

DocuSigned by:

Adrian Hazzi

121F5C6D1307A03

Adrian Joseph Hazzi

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

Dated 26 day of September, 2016



Brenda Maxwell

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

Dated 26 day of September, 2016

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

SCHEDULE A

The dates of the sixteen (16) Agreements entered into between The Empowered Renter Corp. and property owners

	Date	Property Owner
1	30-Mar-15	A.B. and P.B.
2	01-Apr-15	R.L.
3	12-Apr-15	J.V. and K.V.
4	15-Apr-15	S.S. and T.S.
5	22-Jun-15	K.M.
6	23-Jun-15	101XXXX BC Ltd.
7	23-Jun-15	A.H.
8	23-Jun-15	A.H. and M.M.
9	24-Jun-15	R.C.
10	24-Jun-15	R.L.
11	24-Jun-15	D.P.
12	24-Jun-15	C.U.
13	24-Jun-15	L.Y.
14	29-Jun-15	R.M.
15	29-Jun-15	I.W. and K.W.
16	10-Jul-15	W.Y. and A.Y.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

SCHEDULE B

Breakdown and grant total of payments from each T.E.R. account to various payees

	T.E.R. TRUST	T.E.R. GENERAL BANK	T.E.R. COMM. TRUST	Total
# of Cheques cleared pre-June 17, 2015	104	3	10	117
# of Cheques cleared June 17, 2015 onwards	20	1	3	24
Total	124	4	13	141 (grand total)

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

SCHEDULE C

Seven (7) payments made prior to June 17, 2015 from the T.E.R. Trust account to clients of The Empowered Renter Corp.

	Client Initials	Date(s) of Payment	Date of Agreement	Total # of Payments
1	A.B. and P.B.	April 17, 2015 May 19, 2015 June 5, 2015	March 30, 2015	3
2	R.L.	May 4, 2015 May 15, 2015 June 16, 2015	April 1, 2015	3
3	J.V. and K.V.	April 27, 2015	April 12, 2015	1
Grand Total # of Payments				7

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

SCHEDULE D

Eighteen (18) payments made from the T.E.R. Trust account to clients prior to entering into Agreements and prior to June 17, 2015.

	Client Initials	Date of Payment	Date of Agreement	Total # of Payments
1	A.H.	April 17, 2015 April 20, 2015 May 14, 2015 May 14, 2015 June 11, 2015 June 11, 2015	June 23, 2015	6
2	R.C.	April 17, 2015 May 19, 2015 June 15, 2015	June 24, 2015	3
3	R.L.	April 17, 2015	June 24, 2015	1
4	D.P.	April 20, 2015	June 24, 2015	1
5	L.Y.	April 17, 2015 May 19, 2015 June 15, 2015	June 24, 2015	3
6	C.U.	June 15, 2015	June 24, 2015	1
7	R.M.	April 17, 2015	June 29, 2015	1
8	I.W. and K.W.	April 17, 2015	June 29, 2015	1
9	W.Y. and A.Y.	April 17, 2015	July 10, 2015	1
Grant Total # of Payments				18