

File # 14-022

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

IN THE MATTER OF

CHRISTOPHER SCOTT BLAKE
(153399)

GEBHARD (GEBY) CHARLES WAGER
(018012)

AND

JOHN WAYNE ROSS
(118195)

CONSENT ORDER

RESPONDENTS:

Christopher Scott Blake, currently
unlicensed, while licensed with
Internet Realty Ltd. Dba Prudential
Kelowna Properties

Gebhard (Geby) Charles Wager,
Representative, Lexterra Real Estate
Corporation, while licensed with
Macdonald Realty, Kelowna (1995)
Ltd.

John Wayne Ross, Representative,
Lexterra Real Estate Corporation,
while licensed with Macdonald
Realty, Kelowna (1995) Ltd.

DATE OF REVIEW MEETING:

April 11, 2016

DATE OF CONSENT ORDER:

July 5, 2016

CONSENT ORDER REVIEW COMMITTEE: D. Fimrite
M. Leslie
S. Lynch
S. McGougan
E. Mignosa

ALSO PRESENT: R.O. Fawcett, Executive Officer
G. Thiele, Director, Legal Services
D. McKnight, Legal Counsel for the
Real Estate Council

PROCEEDINGS:

On April 11, 2016 an Agreed Statement of Facts, Proposed Acceptance of Findings and Waivers (“ASF”) submitted by Christopher Scott Blake, Gebhard (Geby) Charles Wager and John Wayne Ross was considered by the Consent Order Review Committee (the “Committee”) but not accepted. On June 21, 2016, a revised ASF acceptable to the Committee was submitted by Mr. Blake, Mr. Wager and Mr. Ross.

WHEREAS the ASFs, copies of which are attached hereto, have been executed by Christopher Scott Blake, Gebhard (Geby) Charles Wager, John Wayne Ross and on behalf of the Council;

NOW THEREFORE, the Committee having made the findings proposed in the attached ASFs, and in particular having found that Christopher Scott Blake, Gebhard (Geby) Charles Wager and John Wayne Ross committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that:

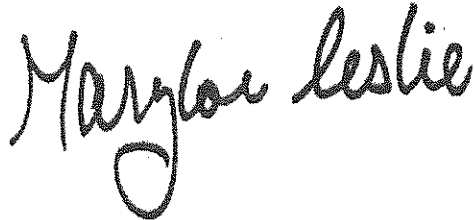
1. Christopher Scott Blake, Gebhard (Geby) Charles Wager and John Wayne Ross each be reprimanded;
2. Christopher Scott Blake and John Wayne Ross each pay a discipline penalty to the Council in the amount of \$7,000.00 within ninety (90) days of the date of this Order;
3. Gebhard (Geby) Charles Wager pay a discipline penalty to the Council in the amount of \$2,000.00 within ninety (90) days of the date of this Order;
4. Christopher Scott Blake, should he apply to become relicensed, at his own expense, 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;

5. John Wayne Ross, at his own expense, 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;
6. Christopher Scott Blake, Gebhard (Geby) Charles Wager and John Wayne Ross 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 Christopher Scott Blake, Gebhard (Geby) Charles Wager or John Wayne Ross 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 5th day of July, 2016 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE



M. Leslie, 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

GEBHARD (GEBY) CHARLES WAGER (018012)

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

The following agreement has been reached between Gebhard Charles Wager aka Geby Wager ("Mr. Wager") and the Real Estate Council of British Columbia (the "Council").

- A. Mr. Wager hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* (the "Act") that he be reprimanded and pay a discipline penalty in the amount \$2,000 within ninety (90) days of the date of this Order.
- B. Mr. Wager hereby consents to an Order made pursuant to sections 41 and 43 of the Act that should he be jointly and severally liable with John Wayne Ross ("Mr. Ross") and Christopher Scott Blake ("Mr. Blake") to pay the enforcement expenses of this Consent Order to Council in the amount of \$1,500.00 within sixty (60) days of the date of this Order.
- C. Mr. Wager further consents to an Order that if he fails to comply with any of the terms of the Order as 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 Act.
- D. As a basis for this Order, Mr. Wager acknowledges and agrees that the facts set forth herein are correct:
 1. Mr. Wager's licensing history is as follows:

<u>Start Date</u>	<u>End Date</u>	<u>Brokerage</u>	<u>Licence Level</u>	<u>Licence Category</u>
2014/08/15	Present	Lexterra Real Estate Corporation (Kel) (X030892)	Representative	Trading
2014/07/31	2014/08/14	*** Unlicensed ***	N/A	N/A
2012/07/31	2014/07/30	Macdonald Realty, Kelowna (1995) Ltd. (X024618)	Representative	Trading, Rental
2012/01/05	2012/07/30	*** Unlicensed ***	N/A	N/A
2010/01/05	2012/01/04	Macdonald Realty, Kelowna (1995) Ltd. (X024618)	Representative	Trading, Rental
2009/06/30	2010/01/04	*** Unlicensed ***	N/A	N/A
1995/02/13	2009/06/29	Macdonald Realty, Kelowna (1995) Ltd. (X024618)	Representative	Trading, Rental
1982/12/01	1995/02/13	Orchard City Real Estate Services Ltd. (X010427)	Representative	Trading, Rental
1982/11/19	1982/11/30	*** Unlicensed ***	N/A	N/A
1982/09/01	1982/11/18	A.E. LePage Real Estate Services Ltd. (Kel) (X010132)	Representative	Trading, Rental
1979/06/30	1982/08/31	A.E. LePage (B.C.) Ltd. (Kelp) (X000020)	Representative	Trading, Rental
1976/09/09	1979/06/30	A.E. LePage Ltd.	Representative	Trading, Rental
1976/05/21	1976/09/09	Vanderwood Realty Ltd.	Representative	Trading, Rental

2. At all material times, Mr. Wager was employed as a representative of Macdonald Realty, Kelowna (1995) Ltd.
3. In May 2012, Mr. Ross was acting as the agent of the complainant E.F. in the sale of the property located at [REDACTED] Riverside Avenue, Kelowna, British Columbia (the "Property").
4. The Property had been listed on and off over a period of time with an asking price that was ultimately reduced on a number of occasions and with the Property still not selling.

5. On or around June 13, 2012, Mr. Ross came to a verbal agreement with E.F. whereby he would rent the Property for his own use under a two year rent to own agreement and would be responsible for repairs and maintenance.
6. Mr. Ross informed E.F. that he was uncertain whether he would qualify for a mortgage in 2014 in order to purchase the Property at that time and therefore his son-in-law Mr. Blake agreed to be included as a buyer of the Property along with Mr. Ross.
7. On July 31, 2012, the Listing Agreement for the Property held by Macdonald Realty was cancelled.
8. On July 31, 2012, Mr. Ross and Mr. Blake drafted a Contract of Purchase and Sale agreement to purchase the Property from E.F.'s company under a two year rent to own stipulation with a closing date of July 15, 2014. Particulars of the Contract included a purchase price of \$325,000, a deposit of \$1,200.00 paid on June 13, 2012, and a Completion Date of July 15, 2014. The Contract did not contain any indication of any agency or brokerage involved.
9. The terms of the Contract of Purchase and Sale stipulated that the seller was aware that both buyers were licensed real estate agents, that the seller acknowledges and agrees to pay the buyers the sum of \$15,000 representing commission to be adjusted at Completion Date, and if the buyers were able to sell the Property within one year's time, the purchase price would be reduced by \$5,000.
10. In or around February 2014, Mr. Ross and Mr. Blake advised E.F. that they were considering an assignment of the Contract of Purchase and Sale for a higher price which may result in E.F. getting paid out earlier than the July 15, 2014 Completion Date.
11. E.F. claims that he advised Mr. Ross that he was not in agreement with Mr. Ross and Mr. Blake assigning the Contract. E.F. claims that Mr. Ross told him that all contracts are assignable unless otherwise stated in the contract.
12. On May 29, 2014, E.F. commissioned an appraisal of the Property which valued the Property at \$388,000 by the Direct Comparison Approach.
13. On June 16, 2014, Mr. Wager prepared an assignment agreement for the Contract of Purchase and Sale. Mr. Ross and Mr. Blake entered into an assignment agreement with DL Capital Inc. for the Contract of Purchase and Sale (the "Assignment Agreement") for \$390,000 (\$65,000 over the original price). There was no indication of any agency representation in the Assignment Agreement.

14. Mr. Wager did not make his brokerage aware of the transaction or provide his managing broker with a copy of the Assignment Agreement.
15. Mr. Wager did not receive any remuneration for his services with respect to the Assignment Agreement or the sale of the Property.
16. On July 15, 2014, Contract of Purchase and Sale completed with the buyer being DL Capital Inc.
17. Mr. Wager has no prior discipline history with Council.

E. Proposed Acceptance of Findings and Waiver.

1. Based upon the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Mr. Wager is prepared to accept the following findings made against him by Council's Consent Order Review Committee; that he committed professional misconduct within the meaning of section 35(1) of the Act by contravening section 7(3)(a) of the Act, as well as sections 3-2(1)(b) and 3-2(2)(a) of Council's Rules in relation to his position in the assignment of the Property, in that:
 - (a) In contravention of section 7(3)(a) of the Act, he provided real estate services other than on behalf of his brokerage when he prepared an Assignment Agreement for the sale of the Property; and
 - (b) In contravention of section 3-2(1)(b) and 3-2(2)(a) of Council's Rules, he failed to keep his managing broker informed of the real estate services being provided and other activities being performed, and, failed to provide his managing broker with a copy of the Assignment Agreement.
2. Mr. Wager hereby waives his right to appeal pursuant to section 54 of the Act.
3. Mr. Wager acknowledges that he has a right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.
4. Mr. Wager 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. Mr. Wager acknowledges and is aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the 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 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 E only (Agreed Statement of Facts)

Dated: 21st day of June, 2016.



Gebhard Charles Wager aka
Geby Wager

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

Dated: 20 day of June, 2016.

IN THE MATTER OF THE REAL ESTATE SERVICES ACT

S.B.C. 2004, c.42

IN THE MATTER OF

JOHN WAYNE ROSS (118195)

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

The following agreement has been reached between John Wayne Ross aka Wayne Ross ("Mr. Ross") and the Real Estate Council of British Columbia (the "Council").

- A. Mr. Ross hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* (the "Act") that he be reprimanded and pay a discipline penalty in the amount \$7,000 within ninety (90) days of the date of this Order.
- B. Mr. Ross further consents that at his own expense he will register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Real Estate Division, Sauder School of Business and the University of British Columbia within the time period as directed by Council.
- C. Mr. Ross hereby consents to an Order made pursuant to sections 41 and 43 of the Act that he be jointly and severally liable with Gebhard Charles Wager and Christopher Scott Blake to pay the enforcement expenses of this Consent Order to Council in the amount of \$1,500.00 within sixty (60) days of the date of this Order.
- D. Mr. Ross further consents to an Order that if he fails to comply with any of the terms of the Order as 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 Act.
- E. As a basis for this Order, Mr. Ross acknowledges and agrees that the facts set forth herein are correct:

1. Mr. Ross' licensing history is as follows:

<u>Start Date</u>	<u>End Date</u>	<u>Brokerage</u>	<u>Licence Level</u>	<u>Licence Category</u>
2013/09/03	Present	Lexterra Real Estate Corporation (Kel) (X030892)	Representative	Trading
2010/03/03	2013/09/03	Macdonald Realty, Kelowna (1995) Ltd. (X024618)	Representative	Trading
2009/04/28	2010/03/03	Macdonald Realty Ltd. (Van) (X028829)	Representative	Trading, Rental
1997/01/08	2009/04/28	Macdonald Realty, Kelowna (1995) Ltd. (X024618)	Representative	Trading, Rental
1995/03/22	1997/01/08	Royal LePage Real Estate Services Ltd. (Kelcp) (X014161)	Representative	Trading, Rental

2. From March 3, 2010 until September 3, 2013, Mr. Ross was employed as a representative of Macdonald Realty, Kelowna (1995) Ltd. ("Macdonald Realty").
3. In May 2012, Mr. Ross was acting as the agent of the complainant E.F. in the sale of the property located at [REDACTED] Riverside Avenue, Kelowna, British Columbia (the "Property").
4. The Property had been listed on and off over a period of time with an asking price that was ultimately reduced on a number of occasions and with the Property still not selling.
5. On or around June 13, 2012, Mr. Ross came to a verbal agreement with E.F. whereby he would rent the Property for his own use under a two year rent to own agreement and would be responsible for repairs and maintenance.
6. Mr. Ross informed E.F. that he was uncertain whether he would qualify for a mortgage in 2014 in order to purchase the Property at that time and therefore his son-in-law Christopher Scott Blake ("Mr. Blake") agreed to be included as a buyer of the Property along with Mr. Ross.
7. On July 31, 2012, the Listing Agreement for the Property held by Macdonald Realty was cancelled.
8. On July 31, 2012, Mr. Ross and Mr. Blake drafted a Contract of Purchase and Sale agreement to purchase the Property from E.F.'s company under a two year rent to own stipulation with a closing date of July 15, 2014. Particulars of the Contract

included a purchase price of \$325,000, a deposit of \$1,200.00 paid on June 13, 2012, and a Completion Date of July 15, 2014. The Contract did not contain any indication of any agency or brokerage involved.

9. The terms of the Contract of Purchase and Sale stipulated that the seller was aware that both buyers were licensed real estate agents, that the seller acknowledges and agrees to pay the buyers the sum of \$15,000 representing commission to be adjusted at Completion Date, and if the buyers were able to sell the Property within one year's time, the purchase price would be reduced by \$5,000.
10. Mr. Ross did not provide E.F. with a Disclosure of Interest in Trade form or notify him that he was acting in a potential conflict of interest.
11. Mr. Ross did not list Macdonald Realty on the Contract of Purchase and Sale and did not make his brokerage aware of the transaction.
12. On September 3, 2013, Mr. Ross transferred brokerages to Lexterra Real Estate Corporation where he remains employed as a representative.
13. In or around February 2014, Mr. Ross and Mr. Blake advised E.F. that they were considering an assignment of the Contract of Purchase and Sale for a higher price which may result in E.F. getting paid out earlier than the July 15, 2014 Completion Date.
14. E.F. claims that he advised Mr. Ross that he was not in agreement with Mr. Ross and Mr. Blake assigning the Contract. E.F. claims that Mr. Ross told him that all contracts are assignable unless otherwise stated in the contract.
15. On May 29, 2014, E.F. commissioned an appraisal of the Property which valued the Property at \$388,000 by the Direct Comparison Approach.
16. On June 16, 2014, Gebhard Charles Wager aka Geby Wager ("Mr. Wager") of Macdonald Realty prepared an assignment agreement for the Contract of Purchase and Sale. Mr. Ross and Mr. Blake entered into an assignment agreement with DL Capital Inc. for the Contract of Purchase and Sale (the "Assignment Agreement") for \$390,000 (\$65,000 over the original price). There was no indication of any agency representation in the Assignment Agreement.
17. On July 15, 2014, Contract of Purchase and Sale completed with the buyer being DL Capital Inc.
18. Mr. Ross did not provide DL Capital Inc. with a Disclosure of Interest in Trade form.
19. Mr. Ross did not list Lexterra Real Estate Corporation on the Assignment Agreement and did not make his brokerage aware of the transaction.

20. Mr. Ross directly accepted \$7,500 in commission for the sale of the Property without disclosing this commission to his brokerage.

21. Mr. Ross has no prior discipline history with Council.

F. Proposed Acceptance of Findings and Waiver.

1. Based upon the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Mr. Ross is prepared to accept the following findings made against him by Council's Consent Order Review Committee; that he committed professional misconduct within the meaning of section 35(1) of the Act by contravening sections 7(3)(a) and 7(3)(b) of the Act, as well as sections 3-2(1)(b), 3-2(2)(a), 3-3(i), 3-3(j), 5-9(1)(a) and 5-9(3)(a) of Council's Rules in relation to his position in the purchase and assignment of the Property, in that:

(a) In contravention of sections 3-3(i) and 3-3(j) of Council's Rules, he failed to take reasonable steps to avoid a conflict of interest and to fully and promptly disclose a conflict of interest to a client, when he listed the Property for sale and subsequently cancelled the listing to become the buyer of the Property without the seller having independent representation;

(b) In contravention of sections 7(3)(a) and 7(3)(b) of the Act, he provided real estate services other than on behalf of his brokerage and accepted remuneration directly outside of his brokerage when he accepted \$7,500 in commission for the sale of the Property;

(c) In contravention of sections 5-9(1)(a) and 5-9(3)(a) of Council's Rules, he failed to provide a Disclosure of Interest in Trade form for his purchase of the Property and for the assignment of the purchase agreement to another buyer; and

(d) In contravention of sections 3-2(1)(b) and 3-2(2)(a) of Council's Rules, he failed to keep his managing broker informed of the real estate services being provided and other activities being performed, and failed to provide his managing broker with copies of all records relating to his trades in real estate.

2. Mr. Ross hereby waives his right to appeal pursuant to section 54 of the Act.

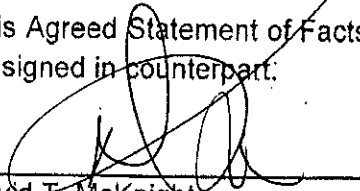
3. Mr. Ross acknowledges that he has a right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.

4. Mr. Ross 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. Mr. Ross acknowledges and is aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the Act, to appeal any decision of the Council,

including this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver and Consent Order.

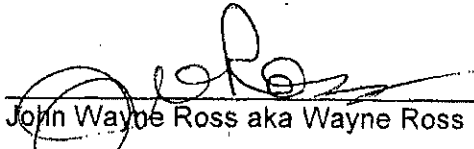
6. The Agreed Statement of Facts and Proposed Acceptance of Findings and Waiver contained herein are made for the sole purpose of resolving a complaint being considered by the Council and for that purpose only. The Agreed Statement of Facts and Proposed Acceptance of Findings cannot be used in any other 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 E only (Agreed Statement of Facts)

Dated: 20th day of June, 2016.



John Wayne Ross aka Wayne Ross

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

Dated: 18th day of June, 2016.

IN THE MATTER OF THE REAL ESTATE SERVICES ACT

S.B.C. 2004, c.42

IN THE MATTER OF

CHRISTOPHER SCOTT BLAKE (153399)

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

The following agreement has been reached between Christopher Scott Blake ("Mr. Blake"), currently unlicensed, and the Real Estate Council of British Columbia (the "Council").

- A. Mr. Blake hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* (the "Act") that he be reprimanded and pay a discipline penalty in the amount of \$7,000 as directed by Council.
- B. Mr. Blake further consents that should he seek to become relicensed, at his own expense, he will register for and successfully complete the Real Estate Trading Services Remedial Education Course as provided by the Real Estate Division, Sauder School of Business and the University of British Columbia within the time period as directed by Council.
- C. Mr. Blake hereby consents to an Order made pursuant to sections 41 and 43 of the Act that he is jointly and severally liable with Gebhard Charles Wager aka Geby Wager and John Wayne Ross to pay the enforcement expenses of this Consent Order to Council in the amount of \$1,500.00 within sixty (60) days of the date of this Order.
- D. Mr. Blake further consents to an Order that if he fails to comply with any of the terms of the Order as 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 Act.
- E. As a basis for this Order, Mr. Blake acknowledges and agrees that the facts set forth herein are correct:
 1. Mr. Blake's licensing history is as follows:

<u>Start Date</u>	<u>End Date</u>	<u>Brokerage</u>	<u>Licence Level</u>	<u>Licence Category</u>
2012/07/16	2014/12/01	Internet Realty Ltd. (X023801)	Representative	Trading
2012/05/01	2012/07/16	Lake Okanagan Realty Ltd. (X030040)	Representative	Trading
2010/01/11	2012/05/01	Macdonald Realty, Kelowna (1995) Ltd. (X024618)	Representative	Trading
2008/12/01	2010/01/11	Internet Realty Ltd. (X023801)	Representative	Trading
2008/04/08	2008/12/01	Norwich Real Estate Services Inc. (WstKel) (X026863)	Representative	Trading

2. From July 16, 2012 until December 1, 2014, Mr. Blake was employed as a representative of Internet Realty Ltd. ("Internet Realty").
3. From March 3, 2010 until September 3, 2013, John Wayne Ross ("Mr. Ross") was employed as a representative of Macdonald Realty, Kelowna (1995) Ltd. ("Macdonald Realty").
4. In May 2012, Mr. Ross was acting as the agent of the complainant E.F. in the sale of the property located at [REDACTED] Riverside Avenue, Kelowna, British Columbia (the "Property").
5. The Property had been listed on and off over a period of time with an asking price that was ultimately reduced on a number of occasions and with the Property still not selling.
6. On or around June 13, 2012, Mr. Ross came to a verbal agreement with E.F. whereby he would rent the Property for his own use under a two year rent to own agreement and would be responsible for repairs and maintenance.
7. Mr. Ross informed E.F. that he was uncertain whether he would qualify for a mortgage in 2014 in order to purchase the Property at that time and therefore his son-in-law Mr. Blake agreed to be included as a buyer of the Property along with Mr. Ross.
8. On July 31, 2012, the Listing Agreement for the Property held by Macdonald Realty was cancelled.
9. On July 31, 2012, Mr. Ross and Mr. Blake drafted a Contract of Purchase and Sale agreement to purchase the Property from E.F.'s company under a two year rent to own stipulation with a closing date of July 15, 2014. Particulars of the Contract included a purchase price of \$325,000, a deposit of \$1,200.00 paid on June 13,

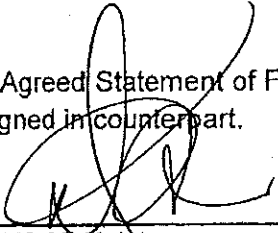
2012, and a Completion Date of July 15, 2014. The Contract did not contain any indication of any agency or brokerage involved.

10. The terms of the Contract of Purchase and Sale stipulated that the seller was aware that both buyers were licensed real estate agents, that the seller acknowledges and agrees to pay the buyers the sum of \$15,000 representing commission to be adjusted at Completion Date, and if the buyers were able to sell the Property within one year's time, the purchase price would be reduced by \$5,000.
11. Mr. Blake did not provide E.F. with a Disclosure of Interest in Trade form.
12. Mr. Blake did not list Internet Realty Ltd. on the Contract of Purchase and Sale and did not make his brokerage aware of the transaction.
13. In or around February 2014, Mr. Ross and Mr. Blake advised E.F. that they were considering an assignment of the Contract of Purchase and Sale for a higher price which may result in E.F. getting paid out earlier than the July 15, 2014 Completion Date.
14. E.F. claims that he advised Mr. Ross that he was not in agreement with Mr. Ross and Mr. Blake assigning the Contract. E.F. claims that Mr. Ross told him that all contracts are assignable unless otherwise stated in the contract.
15. On May 29, 2014, E.F. commissioned an appraisal of the Property which valued the Property at \$388,000 by the Direct Comparison Approach.
16. On June 16, 2014, Gebhard Charles Wager aka Geby Wager ("Mr. Wager") of Macdonald Realty prepared an assignment agreement for the Contract of Purchase and Sale. Mr. Ross and Mr. Blake entered into an assignment agreement with DL Capital Inc. for the Contract of Purchase and Sale (the "Assignment Agreement") for \$390,000 (\$65,000 over the original price). There was no indication of any agency representation in the Assignment Agreement.
17. Mr. Blake did not list Internet Realty Ltd. on the Assignment Agreement and did not make his brokerage aware of the transaction.
18. On July 15, 2014, Contract of Purchase and Sale completed with the buyer being DL Capital Inc.
19. Mr. Blake did not provide DL Capital Inc. with a Disclosure of Interest in Trade form.
20. Mr. Blake directly accepted \$7,500 directly in commission for the sale of the Property without disclosing this commission to his brokerage.
21. Mr. Blake has no prior discipline history with Council.

F. Proposed Acceptance of Findings and Waiver.

1. Based upon the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Mr. Blake is prepared to accept the following findings made against him by Council's Consent Order Review Committee; that he committed professional misconduct within the meaning of section 35(1) of the Act by contravening sections 7(3)(a) and 7(3)(b) of the Act, as well as sections 3-2(1)(b), 3-2(2)(a), 5-9(1)(a) and 5-9(3)(a) of Council's Rules in relation to his position in the purchase and assignment of the Property, in that:
 - (a) In contravention of sections 7(3)(a) and 7(3)(b) of the Act, he provided real estate services other than on behalf of his brokerage and accepted remuneration directly outside of his brokerage when he accepted \$7,500 in commission for the sale of the Property;
 - (b) In contravention of sections 5-9(1)(a) and 5-9(3)(a) of Council's Rules, he failed to provide a Disclosure of Interest in Trade form for his purchase of the Property and for your assignment of the purchase agreement to another buyer; and
 - (c) In contravention of sections 3-2(1)(b) and 3-2(2)(a) of Council's Rules, he failed to keep his managing broker informed of the real estate services being provided and other activities being performed, and failed to provide his managing broker with copies of all records relating to his trades in real estate.
2. Mr. Blake hereby waives his right to appeal pursuant to section 54 of the Act.
3. Mr. Blake acknowledges that he has a right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.
4. Mr. Blake 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. Mr. Blake acknowledges and is aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the 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 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 E only (Agreed Statement of
Facts)

Dated: 21st day of June, 2016.



Christopher Scott Blake

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

Dated: 20th day of June, 2016.