

**THE REAL ESTATE COUNCIL OF BRITISH COLUMBIA**  
**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT***  
**SBC 2004, c 42 as amended**

**AND**

**IN THE MATTER OF**

**ANDREA THERESA CASTRO**  
**(156601)**

**AND**

**ANDREA CASTRO PERSONAL REAL ESTATE CORPORATION**  
**(156601PC)**

**CONSENT ORDER**

**RESPONDENTS:** Andrea Theresa Castro, trading services representative, Local Venture Corp. dba Homeland Realty (X028933)

Andrea Castro Personal Real Estate Corporation

**DATE OF REVIEW MEETING:** May 28, 2021

**DATE OF CONSENT ORDER:** May 31, 2021

**CONSENT ORDER REVIEW COMMITTEE:** R. Hanson  
N. Nicholson  
S. Sidhu, Chair

**ALSO PRESENT:** Elizabeth J. Allan, Legal Counsel for the Real Estate Council of BC  
Don Hall, Legal Counsel for the Respondents

**PROCEEDINGS:**

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On May 28, 2021, the Consent Order Review Committee (“CORC”) resolved to accept the Consent Order Proposal (the “Proposal”) submitted by Andrea Theresa Castro, on her own behalf and on behalf of Andrea Castro Personal Real Estate Corporation.

**WHEREAS** the Proposal, a copy of which is attached hereto, has been executed by Andrea Theresa Castro, on her own behalf and on behalf of Andrea Castro Personal Real Estate Corporation.

**NOW THEREFORE**, having made the findings proposed in the attached Proposal, and in particular having found that Andrea Theresa Castro and Andrea Castro Personal Real Estate Corporation committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* (“RESA”) and sections 3-2(1), 3-2(2), 3-2(5), 3-3(a), 3-3(f), 3-3(i), 3-3(j), 3-4, 5-10, and 5-11 of the Rules made under the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Andrea Theresa Castro and Andrea Castro Personal Real Estate Corporation have their licences suspended for three (3) months;
2. Andrea Theresa Castro be prohibited from acting as an unlicensed assistant during the licence suspension period;
3. Andrea Theresa Castro and Andrea Castro Personal Real Estate Corporation be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$5,000 within three (3) months from the date of this Order;
4. Andrea Theresa Castro, at her own expense, register for and successfully complete the Ethics in Business Practice Course as provided by the Real Estate Institute of Canada in the time period as directed by the Council; and
5. Andrea Theresa Castro and Andrea Castro Personal Real Estate Corporation be jointly and severally liable to pay enforcement expenses to the Council in the amount of \$1,500 within three (3) months from the date of this Order.

If Andrea Theresa Castro and/or Andrea Castro Personal Real Estate Corporation fail to comply with any terms 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 RESA.

Dated this 31st day of May, 2021 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

“SUKH SIDHU”

\_\_\_\_\_  
S. Sidhu, Chair  
Consent Order Review Committee

Attch.

File# 16-169

**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT***  
**SBC 2004, c 42 as amended**

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**ANDREA THERESA CASTRO**  
**(156601)**

**AND**

**ANDREA CASTRO PERSONAL REAL ESTATE CORPORATION**  
**(156601PC)**

**CONSENT ORDER PROPOSAL BY ANDREA THERESA CASTRO AND ANDREA CASTRO PERSONAL REAL  
ESTATE CORPORATION**

**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Andrea Theresa Castro ("Ms. Castro") on her own behalf and on behalf of Andrea Castro Personal Real Estate Corporation ("Castro PREC") to the Consent Order Review Committee ("CORC") of the Real Estate Council of British Columbia (the "Council") pursuant to section 41 of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, Ms. Castro, on her own behalf and on behalf of Castro PREC, and the Council have agreed upon the following facts:

- Ms. Castro (156601) has been licensed as a representative for trading services as follows:

BROKERAGE	LEVEL	CATEGORY	START DATE	END DATE
City Realty Ltd. (X027906)	Representative	Trading	28/04/2017	Present
Unlicensed	N/A	N/A	22/04/2017	27/04/2017
Local Venture Corp. (X028993)	Representative	Trading	22/04/2013	21/04/2017
Unlicensed	N/A	N/A	07/04/2013	21/04/2013
Local Venture Corp. (X028993)	Representative	Trading	19/05/2010	06/04/2013
Unlicensed	N/A	N/A	13/05/2010	18/05/2010

MAC Marketing Solutions Inc. (X027220)	Representative	Trading	13/04/2010	12/05/2010
Local Venture Corp. (X028993)	Representative	Trading	07/04/2009	13/04/2010

2. Ms. Castro was licensed as a representative for trading services with Local Venture Corp. dba Homeland Realty (X028993) at all material times.
3. On November 30, 2020, Ms. Castro became licensed as Castro PREC (156601PC). Pursuant to the *Real Estate Services Regulation*, BC Reg 506/2004, section 10.9(2), if a controlling individual commits professional misconduct or conduct unbecoming of a licensee, the personal real estate corporation is subject to discipline proceedings and other regulatory enforcement under Part 4 of the *Real Estate Services Act* in relation to that conduct as if the personal real estate corporation had committed the conduct.
4. At all material times, Ms. Castro had a business relationship with XXXXXXXX (Xxxx) XXXXX DXXXXX, who worked at a different brokerage, although the arrangement was not a team. They eventually became co-listing agents for the sale of a residential property owned by HXXXX and EXXX RXXXXXXXXX located at XXXXX XX Avenue in Surrey, British Columbia (the "Surrey Property").
5. Prior to March 30, 2016, Ms. Castro had a business relationship with JXXXXXXXX SXXXX SXXXX, a neighbor of the RXXXXXXXXXs, in acting as the designated agent for the purchase or sale of one or more properties owned by him or his company. On or about March 30, 2016, Ms. Castro and Mr. SXXXX executed two separate multiple listing contracts for properties owned by Mr. SXXXX or one of his companies, with steps being taken in those listings throughout the remainder of 2016. This business relationship between Ms. Castro and Mr. SXXXX continued on with at least three other properties between April 2016 and April 2017.

#### *The Co-Listing Agreement*

6. On March 30, 2016, Ms. Castro called Mr. RXXXXXXXX to attempt to obtain the listing for the Surrey Property (the "Initial Phone Call" ). During this Initial Phone Call, Ms. Castro did not disclose how she obtained Mr. RXXXXXXXX's phone number or how she knew that the RXXXXXXXXXs were potentially interested in selling the Surrey Property.
7. On or about March 30, 2016, Ms. Castro and Mr. DXXXX met with Mr. and Ms. RXXXXXXXX at a coffee shop in Surrey to discuss the sale of the Surrey Property (the "Initial Meeting").
8. During the Initial Meeting, Ms. Castro represented to the RXXXXXXXXXs that she and Mr. DXXXX were in contact with multiple investors who were interested in purchasing the Surrey Property.
9. Ms. Castro presented an offer purportedly from one of the investors, to the RXXXXXXXXXs during the Initial Meeting, which they rejected.
10. Ms. Castro stated during this Initial Meeting that she and Mr. DXXXX would take a flat commission fee for the sale of the Surrey Property which was a reduced commission from the industry standard commission owed under a listing agreement.

11. Ms. Castro and Mr. Dxxxxxx did not obtain the co-listing at the Initial Meeting.
12. On April 4, 2016, Ms. Castro and Mr. Dxxxxxx went to the Surrey Property to meet with the Rxxxxxxxs and obtained the co-listing (the "Second Meeting"). Ms. Castro and Mr. Dxxxxxx were the designated agents for the Rxxxxxxxs. The parties signed a number of documents that day, including a MLS listing agreement.
13. During the Second Meeting, the parties reached an agreement that the Rxxxxxxxs would pay a flat commission of \$20,000 (plus GST) upon the sale of the Surrey Property and not pay a commission according to the commission structure set out in the MLS listing agreement.

*The Sale of the Surrey Property*

14. Ms. Castro arranged for Mr. Dxxxxxx to attend at the Surrey Property to take photographs on April 11, 2016.
15. On April 17, 2016, Ms. Castro held an open house at the Surrey Property. The Rxxxxxxxs did not receive any offers as a result of this open house.
16. On April 19, 2016, Ms. Castro met with Mr. Sxxxxx at the Surrey Property and his company made an offer of \$1,300,000 for the property. Later that day, Ms. Castro presented the Rxxxxxxxs with Mr. Sxxxxx's offer, which they accepted (the "Contract of Purchase and Sale").
17. Ms. Castro and Mr. Dxxxxxx were not in contact with multiple investors that were interested in the Surrey Property as they represented to the Rxxxxxxxs. Ms. Castro and Mr. Dxxxxxx had only been contacted by Mr. Sxxxxx, which is what prompted the Initial Phone Call and, subsequently, the Initial Meeting, and who, through his company, was the only offeror and eventual purchaser of the Surrey Property.
18. At no time did Ms. Castro disclose to the Rxxxxxxxs that she had a pre-existing and ongoing business relationship with Mr. Sxxxxx.

*The Purchase of the Chilliwack Property*

19. The Rxxxxxxxs wished to purchase a property located at XXX-XXXXX Fxxxx Cxxxx in Chilliwack, British Columbia (the "Chilliwack Property") with a real estate agent assisting them with the paperwork but not representing them in the transaction.
20. At some point between April 19 and 24, 2016, Ms. Castro made an agreement with the Rxxxxxxxs that she would prepare the paperwork for their purchase of the Chilliwack Property for a fee of \$2,500 (plus GST).
21. On April 24, 2016, Ms. Castro and Mr. Dxxxxxx had a phone call, and then met, with the Rxxxxxxxs prior to meeting with them and the sellers of the Chilliwack Property. During the meeting with the sellers of the Chilliwack Property, the Rxxxxxxxs and the sellers of the Chilliwack Property executed paperwork for the purchase of the Chilliwack Property and documented the \$2,500 fee payable by the Rxxxxxxxs to Ms. Castro for preparing the paperwork.

*Claimed Increase in Fees and Commissions*

22. At some point after April 24, 2016 and no later than May 8, 2016, Ms. Castro claimed \$10,000 for preparing the paperwork for the Rxxxxxxx's purchase of the Chilliwack Property rather than the \$2,500 fee (plus GST) as previously agreed.
23. At some point after April 24, 2016 and no later than June 21, 2016, Ms. Castro claimed commission for the sale of the Surrey Property under the MLS listing agreement rather than the flat fee of \$20,000 (plus GST) as previously agreed.

*Failure to Inform Managing Broker*

24. Mr. Castro did not inform her managing broker about her activities with respect to the sale of the Surrey Property and purchase of the Chilliwack Property.

*Provincial Court Proceedings*

25. On June 2, 2017, Mr. and Ms. Rxxxxxxx filed a Notice of Claim in the Vancouver Registry of the Provincial Court against Ms. Castro claiming for, among other things, an amount of money held in trust by the conveyancing law firm for a total of \$24,150, which was the amount of the commission claimed by Ms. Castro over and above what the Rxxxxxxx said they agreed to. Ms. Castro filed a counterclaim claiming for that sum, as well as claiming \$10,500 pursuant to the separate fee agreement that she said she had with the Rxxxxxxx for the purchase of their new home.
26. A trial took place over a period of eight (8) days in 2018 and 2019. Ms. Castro gave evidence under oath and was cross-examined by counsel for the Rxxxxxxx. Mr. Dxxxxx appeared as a witness for Ms. Castro and was cross-examined by counsel for the Rxxxxxxx.
27. On May 21, 2020, the Court granted judgment to the Rxxxxxxx and dismissed Ms. Castro's counterclaim. Ms. Castro did not file an appeal.

*Notice of Discipline Hearing*

28. A Notice of Discipline Hearing was issued against Ms. Castro on September 10, 2020.

*Prior Disciplinary History*

29. Ms. Castro and Castro PREC have no previous disciplinary history with the Council.

**PROPOSED FINDINGS OF MISCONDUCT**

For the sole purposes of the Proposal and based on the facts outlined herein, Ms. Castro and Castro PREC propose the following findings of misconduct be made by the CORC:

1. Ms. Castro and Castro PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that in or about March through August of 2016 while Ms. Castro was acting in the sale of the Surrey Property owned by the Rxxxxxxx, she:
  - a. Purported to act in an agency relationship with the Rxxxxxxx when she had

previously provided and/or was also providing agency services to the eventual buyer of the Surrey Property, contrary to sections 3-3(a) *[Duties to clients: act in the best interests of the client]*, (f) *[Duties to clients: disclose to the client all known material information respecting the real estate services]*, (i) *[Duties to clients: take reasonable steps to avoid any conflict of interest]* and (j) *[Duties to clients: promptly and fully disclose the conflict to the client]*, 3-4 *[Duty to act honestly and with reasonable care and skill]* and 5-10 *[Disclosure of representation in trading services]* of the Real Estate Rules made under RESA (the "Rules");

- b. Misrepresented interest in the Surrey Property from potential buyers, contrary to sections 3-3(a) *[Duties to clients: act in the best interests of the client]* and (f) *[Duties to clients: disclose to the client all known material information respecting the real estate services]* and 3-4 *[Duty to act honestly and with reasonable care and skill]* of the Rules;
  - c. Claimed a commission in accordance with a listing agreement with the Rxxxxxxxs dated April 4, 2016, when she represented to them or had entered into an agreement with them for a flat commission of \$20,000 for the sale of the Surrey Property, contrary to section 3-3(a) *[Duties to clients: act in the best interests of the client]*, 3-4 *[Duty to act honestly and with reasonable care and skill]* and 5-11 *[Disclosure of remuneration]* of the Rules;
2. Ms. Castro and Castro PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that in or about April through August of 2016, Ms. Castro:
- a. Claimed a fee of \$10,000 from the Rxxxxxxxs for preparing documentation for the purchase of the Chilliwack Property when she represented to them or had entered into an agreement with them that she would complete that task for a fee of \$2,500, contrary to section 3-3(a) *[Duties to clients: act in the best interests of the client]*, 3-4 *[Duties to clients: duty to act honestly and with reasonable care and skill]* and 5-11 *[disclosure of remuneration]* of the Rules; and
3. Ms. Castro and Castro PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that in or about April through August 2016, Ms. Castro:
- a. Failed to provide records to her managing broker and keep her managing broker informed with respect to the sale of the Surrey Property and purchase of the Chilliwack Property, contrary to sections 3-2(1) *[Associate broker and representative responsibilities: records]*, 3-2(2) *[Associate broker and representative responsibilities: keeping managing broker informed]* and 3-2(5) *[Associate broker and representative responsibilities: knowledge of improper conduct]* of the Rules.

### **PROPOSED ORDERS**

Based on the facts herein and the Proposed Findings of Misconduct, Ms. Castro and Castro PREC propose that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the CORC, pursuant to section 43 of the RESA:

1. Ms. Castro and Castro PREC's licences be suspended for three (3) months.
2. Ms. Castro be prohibited from acting as an unlicensed assistant during the licence suspension period .
3. Ms. Castro and Castro PREC be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$5,000 within three (3) months from the date of this Order.
4. Ms. Castro, at her own expense, register for and successfully complete the Ethics in Business Practice Course as provided by Real Estate Institute of Canada in the time period as directed by the Council.
5. Ms. Castro and Castro PREC be jointly and severally liable to pay enforcement expenses to Council in the amount of \$1,500 within three (3) months from the date of this Order.
6. If Ms. Castro and Castro PREC fail to comply with any of the terms of this Order, a discipline committee may suspend or cancel their licenses without further notice to them.

### **ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT**

1. Ms. Castro and Castro PREC acknowledge and understand that the Council may refer or decline to refer the Proposal to the CORC. If the Proposal is referred to the CORC, it may be accepted or rejected by the CORC. If the Proposal is rejected by the CORC, the matter may be referred to a disciplinary hearing.
2. Ms. Castro and Castro PREC acknowledge that they have been urged and given the opportunity to seek and obtain independent legal advice with respect to the disciplinary process, the allegations contained in the Notice of Discipline Hearing, and the execution and submission of the Proposal to the CORC; and, that she has obtained independent legal advice or has chosen not to do so, and that she is making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Ms. Castro and Castro PREC acknowledge and are aware that the Council will publish the Proposal and the Consent Order or summaries thereof in its Report from Council newsletter, on the Council' s website, on CanLLI, a website for legal research and in such other places and by such other means as the Council in its sole discretion deems appropriate.
4. Ms. Castro and Castro PREC acknowledge and are 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 any Consent Order made by the Council in relation to this matter.
5. Ms. Castro and Castro PREC hereby waive their right to appeal pursuant to section 54 of the RESA.



6. If the Proposal is accepted and/or relied upon by the Council, Ms. Castro and Castro PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Ms. Castro or Castro PREC from making full answer and defence to any civil or criminal proceeding(s).
  
7. The Proposal and its contents are made by Ms. Castro and Castro PREC for the sole purpose of resolving the Notice of Discipline Hearing in this matter and do not constitute an admission of civil liability. Pursuant to section 41(5) of the RESA, the Proposal and its contents may not be used without the consent of Ms. Castro and Castro PREC in any civil proceeding with respect to the matter.

“ANDREA CASTRO”

ANDREA THERESA CASTRO on her own behalf  
And on behalf of ANDREA CASTRO PERSONAL  
REAL ESTATE CORPORATION

Dated \_\_\_ day of 5/12/2021, 2021