

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

INDERJEET (ANDY) SINGH DHILLON
(164555 - EXPIRED)

CONSENT ORDER

RESPONDENT: Inderjeet (Andy) Singh Dhillon, former representative for trading services, while licensed with Blueprint Realty Inc. dba RE/MAX Blueprint Realty (X031286)

DATE OF CONSENT ORDER: June 8, 2021

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

COUNSEL: Elizabeth J. Allan, Legal Counsel for the Real Estate Council of BC
Don Hall, Legal Counsel for the Respondent

PROCEEDINGS:

On May 28, 2021, a Consent Order Proposal submitted by Inderjeet (Andy) Singh Dhillon ("Mr. Dhillon") was considered by the Consent Order Review Committee ("CORC") but not accepted. On June 8, 2021, a revised Proposal acceptable to the CORC was submitted by Mr. Dhillon (the "Proposal").

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Mr. Dhillon.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and having found that Mr. Dhillon 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), 3-4, and 5-11 of the Rules made under the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Mr. Dhillon pay a discipline penalty to the Council in the amount of \$3,000 within three (3) months from the date of this Order;
2. Mr. Dhillon be prohibited from applying for re-licensing until the later of the dates he:

- a. at his own expense, registers in and successfully completes the Real Estate Trading Services Remedial Education Course, as provided by the Sauder School of Business at the University of British Columbia, in the time period directed by the Council;
 - b. at his own expense, registers in and successfully completes the Ethics in Business Practice course, as provided by the Real Estate Institute of Canada, in the time period directed by Council; and
 - c. pays the discipline penalty and enforcement expenses to the Council as required by this Order.
3. Mr. Dhillon's licence, should he apply for re-licensing and Council grant him a licence, shall include a condition requiring enhanced supervision by a managing broker for a period of twelve (12) months, as more particularly described in Schedule 1 to this Order.
4. Mr. Dhillon pay enforcement expenses to the Council in the amount of \$1,500 within three (3) months from the date of this Order.

If Mr. Dhillon 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 RESA.

Dated this 8th day of June, 2021 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

"SUKH SIDHU"

Sukh Sidhu
Consent Order Review Committee

Attch.

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

AND

IN THE MATTER OF

**INDERJEET (ANDY) SINGH DHILLON
(164555 - EXPIRED)**

CONSENT ORDER PROPOSAL BY INDERJEET SINGH DHILLON

BACKGROUND AND FACTS

This Consent Order Proposal (the "Proposal") is made by Inderjeet (Andy) Singh Dhillon ("Mr. Dhillon") 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, Mr. Dhillon and the Council have agreed upon the following facts:

1. Mr. Dhillon (164555 - expired) was continually licensed as a representative for trading services between June 12, 2012 and June 12, 2020.
2. Mr. Dhillon was licensed as a representative for trading services with Blueprint Realty Inc. dba RE/MAX Blueprint Realty (X031286) at all material times.
3. Mr. Dhillon's license expired and was not renewed as at June 13, 2020. He is now a former licensee.
4. At all material times, Mr. Dhillon had a business relationship with Axxxxx Cxxxxx, 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 Rxxxxxxx located at XXXXX XX Avenue in Surrey, British Columbia (the "Surrey Property").

The Co-Listing Agreement

5. On March 30, 2016, Ms. Cxxxxx called Mr. Rxxxxxxx to attempt to obtain the listing for the Surrey Property (the "Initial Phone Call").
6. Later that day, Mr. Dhillon and Ms. Cxxxxx met with Mr. and Ms. Rxxxxxxx at a coffee shop in Surrey to discuss the sale of the Surrey Property (the "Initial Meeting").
7. During the Initial Meeting, Ms. Cxxxxx represented to the Rxxxxxxxs that she and Mr. Dhillon were in contact with multiple investors who were interested in purchasing the Surrey Property.

8. Ms. Cxxxxx presented an offer, purportedly from one of the investors, to the Rxxxxxxx during the Initial Meeting, which they rejected.
9. Ms. Cxxxxx stated during this meeting that she and Mr. Dhillon 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.
10. Mr. Dhillon and Ms. Cxxxxx did not obtain the co-listing at the Initial Meeting.
11. On April 4, 2016, Mr. Dhillon and Ms. Cxxxxx went to the Surrey Property to meet with the Rxxxxxxx and obtained the co-listing (the "Second Meeting"). Mr. Dhillon and Ms. Cxxxxx were the designated agents for the Rxxxxxxx. The parties signed a number of documents that day, including a MLS listing agreement.
12. During the Second Meeting, the parties reached an agreement that the Rxxxxxxx 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

13. On April 11, 2016, Mr. Dhillon attended at the Surrey Property to take photographs. At this time, Mr. Rxxxxxxx told him that he had viewed a property on Fxxxx Cxxxx in Chilliwack which he and Ms. Rxxxxxxx were interested in purchasing.
14. On April 17, 2016, Ms. Cxxxxx held an open house at the Surrey Property. The Rxxxxxxx did not receive any offers as a result of this open house.
15. On April 19, 2016, Ms. Cxxxxx presented the Rxxxxxxx with an offer from their neighbor, Jxxxxxxx Sxxxxx, which they accepted (the "Contract of Purchase and Sale").
16. Mr. Dhillon and Ms. Cxxxxx were not in contact with multiple investors that were interested in the Surrey Property as they represented to the Rxxxxxxx. Mr. Dhillon and/or Ms. Cxxxxx 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.

The Purchase of the Chilliwack Property

17. The Rxxxxxxx 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.
18. Mr. Dhillon was not directly involved in this arrangement in a professional capacity, but participated in conversations and meetings with Ms. Cxxxxx and the Rxxxxxxx about this purchase and arrangement.
19. At some point between April 19 and 24, 2016, Ms. Cxxxxx made an agreement with the Rxxxxxxx that she would prepare the paperwork for their purchase of the Chilliwack Property for a fee of \$2,500 (plus GST).

20. Mr. Dhillon was aware, at least immediately prior to a phone call on April 24, 2016 between Ms. Cxxxxx and the Rxxxxxxxs in which he participated (the "Second Phone Call"), that Ms. Cxxxxx had agreed to prepare the paperwork for the Rxxxxxxxs' purchase of the Chilliwack Property for a fee of \$2,500.
21. Prior to, during, and after the Second Phone Call, Mr. Dhillon facilitated, encouraged or otherwise agreed that Ms. Cxxxxx should increase her commission payable on the sale of the Surrey Property and her fee for preparing the paperwork for the purchase of the Chilliwack Property.
22. On April 24, 2016, after the Second Phone Call, Mr. Dhillon and Ms. Cxxxxx met with the Rxxxxxxxs and the sellers of the Chilliwack Property, and Mr. Dhillon was present when Ms. Cxxxxx, 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. Cxxxxx for preparing the paperwork.

Claimed Increase in Fees and Commissions

23. At some point after April 24, 2016, Mr. Dhillon became aware that Ms. Cxxxxx was claiming \$10,000 for preparing the paperwork for the Rxxxxxxxs' purchase of the Chilliwack Property rather than the \$2,500 fee (plus GST) as she previously agreed.
24. At some point after April 24, 2016, Mr. Dhillon became aware that Ms. Cxxxxx was claiming commission for the sale of the Surrey Property under the MLS listing agreement rather than the flat commission of \$20,000 (plus GST) as she previously agreed.

Failure to Report to the Council and Failure to Inform Managing Broker

25. Mr. Dhillon did not report Ms. Cxxxxx's conduct with respect to claiming commission and fees outside of the agreement with their clients for the sale of the Surrey Property or the purchase of the Chilliwack Property to the Council at any point in time.
26. Mr. Dhillon did not inform his managing broker about his involvement in the sale of the Surrey Property.
27. Mr. Dhillon states that he was removed as a co-listing agent on the Surrey Property by way of addendum to the MLS listing agreement at some point in time prior to the Contract of Purchase and Sale but he is not able to produce a copy of that document.
28. Mr. Dhillon did not receive a commission from his brokerage as a result of the sale of the Surrey Property.

Provincial Court Proceedings

29. On June 2, 2017, Mr. and Ms. Rxxxxxxx filed a Notice of Claim in the Vancouver Registry of the Provincial Court against Ms. Cxxxxx 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. Cxxxxx over and above what the Rxxxxxxxs said they agreed to. Ms. Cxxxxx 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 Rxxxxxxxs for the purchase of their new home.

30. A trial took place over a period of eight (8) days in 2018 and 2019. Mr. Dhillon appeared as a witness for Ms. Cxxxxx and was cross-examined by counsel for the Rxxxxxxxs.

31. On May 21, 2020, the Court granted judgment to the Rxxxxxxxs and dismissed Ms. Cxxxxx's counterclaim. Ms. Cxxxxx did not file an appeal.

Notice of Discipline Hearing

32. A Notice of Discipline Hearing was issued against Mr. Dhillon on September 10, 2020, and personally served on Mr. Dhillon on November 8, 2020.

Prior Disciplinary History

33. Mr. Dhillon has 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, Mr. Dhillon proposes the following findings of misconduct be made by the CORC:

1. Mr. Dhillon 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 acting in the sale of the Surrey Property owned by the Rxxxxxxxs, he:
 - a. Facilitated, encouraged or otherwise agreed with his co-listing agent to misrepresent 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 Real Estate Rules made under RESA (the "Rules"); and
 - b. Facilitated, encouraged or otherwise agreed with his co-listing agent on the Surrey Property that she claim a commission in accordance with a listing agreement with the Rxxxxxxxs dated April 4, 2016, when he knew that she had 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 sections 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; and
2. Mr. Dhillon committed professional misconduct within the meaning of section 35(1)(a), of the RESA in that in or about April through August of 2016, he:
 - a. Facilitated, encouraged or otherwise agreed to have his co-listing agent on the Surrey Property claim 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 sections 3-3(a) [*Duties to clients: act in the best interests of the client*] and 3-4 [*Duty to act honestly and with reasonable care and skill*] of the Rules; and

3. Mr. Dhillon committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that in or about April through August 2016, he:
 - a. Failed to provide his managing broker with records and to keep his managing broker informed with respect to the sale of the Surrey Property, contrary to sections 3-2(1) [*Associate broker and representative responsibilities: records*] and 3-2(2) [*Associate broker and representative responsibilities: keeping managing broker informed*] of the Rules; and
 - b. Failed to report the conduct of his co-listing agent on the Surrey Property during both the sale of the Surrey Property and the purchase of the Chilliwack Property, contrary to sections 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, Mr. Dhillon proposes 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. Mr. Dhillon pay a discipline penalty to the Council in the amount of \$3,000 within three (3) months from the date of this Order.
2. Mr. Dhillon be prohibited from applying for re-licensing until the later of the dates he:
 - a. at his own expense, registers in and successfully completes the Real Estate Trading Services Remedial Course, as provided by the Sauder School of Business at the University of British Columbia, in the time period directed by the Council;
 - b. at his own expense, registers in and successfully completes the Ethics in Business Practice course as provided by the Real Estate Institute of Canada, in the time period directed by Council; and
 - c. pays the discipline penalty and enforcement expenses to the Council as required by this Order.
3. Mr. Dhillon's licence, should he apply for re-licensing and Council grant him a licence, shall include a condition requiring enhanced supervision by a managing broker for a period of twelve (12) months, as more particularly described in Schedule 1 to this Order.
4. Mr. Dhillon pay enforcement expenses to Council in the amount of \$1,500 within three (3) months from the date of this Order.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Mr. Dhillon acknowledges and understands 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. Mr. Dhillon acknowledges that he has 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 he has obtained independent legal advice or has chosen not to do so, and that he is making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Mr. Dhillon acknowledges and is 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 Canll I, 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. Mr. Dhillon acknowledges and is aware that the Superintendent of Real Estate has the right , pursuant to section 54 of the RESA, to appeal any decision of the Council, including any Consent Order made by the Council in relation to this matter.
5. Mr. Dhillon hereby waives his right to appeal pursuant to section 54 of the RESA.
6. If the Proposal is accepted and/or relied upon by the Council, Mr. Dhillon will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Mr. Dhillon from making full answer and defence to any civil or criminal proceeding(s).
7. Mr. Dhillon acknowledges and is aware that the Council is not bound to accept any application for relicensing or renewal of his licence. Mr. Dhillon must always satisfy the Council that he meets the requirements for a licence in section 10 of the RESA, and any Rules, regulations, bylaws or other instruments made pursuant to the RESA.
8. The Proposal and its contents are made by Mr. Dhillon 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 Mr. Dhillon in any civil proceeding with respect to the matter.

"INDERJEET SINGH DHILLION"
INDERJEET (ANDY) SINGH DHILLON

Dated 2nd day of June, 2021

SCHEDULE 1

Licensing Conditions

- 1) Inderjeet (Andy) Singh Dhillon (“Mr. Dhillon”)’s licence will be restricted to a brokerage acceptable to the Council (the “Brokerage”) for a period of twelve (12) months following the issuance of his licence (the “Conditional Licence Period”).
- 2) During the Conditional Licence Period, Mr. Dhillon must remain under the direct supervision of a managing broker of the Brokerage who is acceptable to the Council, and who has confirmed in writing to the Council that he or she has read these conditions, is aware of his or her duties under these conditions, and agrees to accept these duties (the “Managing Broker”).
- 3) These conditions are in addition to Mr. Dhillon’s and the Managing Broker’s obligations under the Real Estate Services Act (“RESA”), and the Regulations, Rules and Bylaws made under the RESA (together, the “Legislation”). The Council and Mr. Dhillon have agreed upon these additional conditions of supervision. The Managing Broker may impose his or her own additional conditions to ensure that Mr. Dhillon meets his obligations under the Legislation.
- 4) Mr. Dhillon must keep the Managing Broker informed weekly, or more frequently as required, of the real estate services that he is providing and other real estate-related activities that he is engaging in by providing written status reports (the “Status Reports”) to the Managing Broker that include, for each matter, as applicable:
 - a. the names of the principals and their agents;
 - b. the locations of the properties;
 - c. a description of services provided;
 - d. the status of the matter;
 - e. scheduled dates (e.g. closing dates and dates for waiver or satisfaction of conditions precedent);
 - f. funds paid and received; and
 - g. any other information relevant to the matter.
- 5) To ensure that Mr. Dhillon meets his obligations under these conditions and the Legislation, the Managing Broker must meet with Mr. Dhillon on a bi-weekly basis, or more frequently as required, to discuss the following:
 - a. the most recent Status Report;
 - b. any practice issues identified by the Managing Broker or Mr. Dhillon;

- c. the appropriate course of action for addressing any identified practice issues and/or whether appropriate steps have been taken to address previously identified practice issues; and
 - d. confirm Mr. Dhillon's attendance at or completion of any educational or training opportunities recommended by the Managing Broker.
- 6) Mr. Dhillon must consult with the Managing Broker in advance of taking any action on matters in respect of which there are questions or concerns regarding compliance with the Legislation, other applicable legislation, or the Brokerage's policies and procedures.
- 7) In addition to providing the Brokerage with all records required under the Legislation, Mr. Dhillon must provide the Brokerage with all records created in connection with the provision of real estate services regardless of whether such records are associated with a specific transaction, including records of listing presentations, appraisals, competitive market analyses, correspondence, and referrals.
- 8) Mr. Dhillon must obtain the Managing Broker's approval before presenting documents prepared by Mr. Dhillon to principals or their agents for execution.
- 9) Mr. Dhillon must provide to the Managing Broker all documents signed by Mr. Dhillon's principals and Managing Broker must review all such documents.
- 10) Within 14 days after the end of each calendar month, the Managing Broker will provide a report to the Council (each, an "Interim Report") confirming in relation to that calendar month (the "Reporting Period"):
 - a. that Mr. Dhillon has provided real estate services under his or her direct supervision;
 - b. that Mr. Dhillon's activities have been carried out competently and in compliance with these conditions, the Legislation, all other applicable legislation (to the best of the Managing Broker's knowledge having made reasonable inquiries), and in accordance with Brokerage's policies and procedures, or alternatively, providing details of non-compliance;
 - c. that he or she has reviewed all transactions in which Mr. Dhillon has provided real estate services, and that all documents relevant to the transactions are contained in the appropriate deal file and kept at the Brokerage;
 - d. he or she has met with Mr. Dhillon on a bi-weekly basis, or more frequently as required, to discuss the matters specified under these conditions; and
 - e. the number of real estate transactions that Mr. Dhillon has conducted and details regarding the principal(s), the agency offered, and any dealings with unrepresented parties.

- 11) Each Interim Report will be reviewed by the Council, who will determine if Mr. Dhillon has been providing real estate services in accordance with the Legislation and these conditions during the Reporting Period and if not, will so advise the Managing Broker and Mr. Dhillon.
- 12) Within 30 days before the end of the Conditional Licence Period, or within 14 days after the Managing Broker ceases to be the Managing Broker, whichever is earlier, the Managing Broker must provide a final report (the "Report") to the Council confirming in relation to the Conditional Licence Period, or during the period in which Managing Broker acted as Managing Broker under these conditions, as applicable:
 - a. that Mr. Dhillon has provided real estate services under his or her direct supervision;
 - b. that Mr. Dhillon's activities have been carried out competently and in compliance with these conditions, the Legislation, all other applicable legislation (to the best of the Managing Broker's knowledge having made reasonable inquiries), and in accordance with Brokerage's policies and procedures, or alternatively, providing details of non-compliance;
 - c. that he or she has reviewed all transactions in which Mr. Dhillon has provided real estate services, and that all documents relevant to the transactions are contained in the appropriate deal file and kept at the Brokerage;
 - d. he or she has met with Licensee on a weekly basis, or more frequently as required, to discuss the matters specified under these conditions; and
 - e. the number of real estate transactions that Mr. Dhillon has conducted and details regarding the principal(s), the agency offered, and any dealings with unrepresented parties.
- 13) The Report will be reviewed by the Council, who will determine if the Conditional Licence Period has provided an adequate opportunity for Council to make a determination that Licensee is providing real estate services in accordance with the Legislation and these conditions and if not, will so advise the Managing Broker and Mr. Dhillon.
- 14) The Managing Broker must immediately report to the Council anything of an adverse nature with respect to Mr. Dhillon's real estate services, including
 - a. failure of Mr. Dhillon to observe these conditions, the requirements of the Legislation or all other applicable legislation; and
 - b. complaints received by the Brokerage, including the nature of the complaint, the parties involved, and how the complaint was resolved.
- 15) The Managing Broker must ensure that Mr. Dhillon receives adequate, appropriate and ongoing training with respect to his obligations under the Legislation and the Brokerage's policies and procedures.
- 16) Mr. Dhillon may have no unlicensed assistant(s) during the Conditional Licence Period.

- 17) If the Managing Broker is absent from the Brokerage:
- a. for more than one week but less than one month, the Managing Broker may delegate his or her duties to another managing broker or an associate broker who confirms his or her agreement to accept the supervision duties under these conditions to the Council in writing; or
 - b. for more than one month, Mr. Dhillon must notify Council immediately and approval from the Council for a successor managing broker to supervise Mr. Dhillon must be sought as set out in paragraph 19 of these conditions.
- 18) If for any reason the Managing Broker is unable to perform any of the duties imposed herein, he or she must immediately advise Council.
- 19) If there is a change in the managing broker of the Brokerage, the former managing broker and Mr. Dhillon must immediately notify Council in writing. If Council determines that the successor managing broker is acceptable as a managing broker for the purposes of these conditions, he or she will be provided with a copy of these conditions and will be asked to confirm in writing to the Council that he or she has read these conditions, is aware of his or her duties under these conditions, and agrees to accept these duties. If that managing broker fails to provide such confirmation within 14 days of becoming a managing broker at the Brokerage, he or she will be deemed to be unable or unwilling to perform the duties set out in these conditions.
- 20) Failure by Mr. Dhillon to adhere to one or more of the conditions may constitute professional misconduct and the Council retains the discretion to investigate this and any other matter, including matters set out in the Interim and Final Reports reviewed by the Council, pursuant to section 37 or the RESA.