

File # 14-363

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

**IN THE MATTER OF**  
**NANINDER BEESLA**  
**(164052)**

**CONSENT ORDER**

RESPONDENT: Naninder Beesla, Representative,  
Team 3000 Realty Ltd. (Sur), while  
licensed with Satnam Real Estate  
Services dba SRS Panorama Realty

DATE OF REVIEW MEETING: February 1, 2016

DATE OF CONSENT ORDER: February 3, 2016

CONSENT ORDER REVIEW COMMITTEE: C. Brown  
M. Leslie  
S. Lynch, Chair  
E. Mignosa

ALSO PRESENT: R.O. Fawcett, Executive Officer  
G. Thiele, Director, Legal Services  
B. Woolley, Q.C., Legal Counsel for  
the Real Estate Council

PROCEEDINGS:

On February 1<sup>st</sup>, 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 Naninder Beesla.

**WHEREAS** the ASF, a copy of which is attached hereto, has been executed by Naninder Beesla 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 Naninder Beesla committed professional

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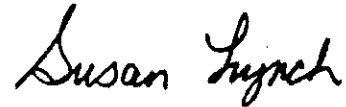
misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that Naninder Beesla:

1. be reprimanded;
2. pay a discipline penalty to the Council in the amount of \$2,500.00 within ninety (90) days of the date of this Order; and
3. 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 Naninder Beesla fails to comply with any term of this Order, the Council may suspend or cancel his licence without further notice to him, pursuant to sections 43(3) and 43(4) of the *Real Estate Services Act*.

Dated this 3rd day of February, 2016 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE



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S. Lynch, Chair  
Consent Order Review Committee

Atch.

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

REAL ESTATE COUNCIL OF B.C.

AND

NANINDER BEESLA

AGREED STATEMENT OF FACTS,  
PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

The following agreement has been reached between Naninder Beesla ("Mr. Beesla") and the Real Estate Council of British Columbia (the "Council").

- A. Mr. Beesla 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 that he pay a discipline penalty to the Council in the amount of \$2,500 within ninety (90) days of the date of the Order herein. Further, he agrees to pay enforcement expenses of this Consent Order to the Council in the amount of \$1,500 within sixty (60) days from the date of the Order herein. Mr. Beesla further consents to an Order that if he fails to comply with any of the terms of the Order set out above, a Discipline Hearing Committee may suspend or cancel his licence without further notice to him pursuant to sections 43(3) and 43(4) of the Act.
- B. As a basis for this Order, Mr. Beesla acknowledges and agrees that the facts set forth herein are correct:
1. Mr. Beesla was at all relevant times licensed as a representative with Satnam Real Estate Services Ltd. dba SRS Panorama Realty ("Panorama Realty").
  2. Mr. Beesla's licensing history is as follows:

Start Date	End Date	Brokerage	Licence Level	Licence Category
14/04/2015	Present	Team 3000 Realty Ltd. (Sur) (X030592)	Representative	Trading

Start Date	End Date	Brokerage	Licence Level	Licence Category
08/05/2012	14/04/2015	Satnam Real Estate Services Ltd. dba SRS Panorama Realty (X026769)	Representative	Trading

3. In May, 2014 Panorama Realty had the listing for a property at 1xxx9 R. Road in Surrey, B.C. (the "Property"). Mr. Beesla was the designated agent of Panorama Realty for the sale of the Property.
4. The Property had been purchased by LP (the "Seller") in February 2014.
5. The Seller purchased the Property under a court ordered sale. The house on the Property had a high level of mold content. The listing of the Property disclosed that the roof of the house had been leaking for years and no interior showings were permitted due to unsafe conditions.
6. The Seller had renovated the Property, which renovations included electric and plumbing renovations, a new kitchen and new bathrooms.
7. On May 25, NA, AA & DY (collectively the "Complainants") arranged with Mr. Butt, a licensee of OMAX Realty Ltd. ("Omax Realty") to view the Property.
8. Either during this viewing or within a few days after, Mr. Beesla and Mr. Butt discussed the issue of building permits for the renovations. Both Mr. Beesla and Mr. Butt agree that Mr. Beesla told Mr. Butt that no permits were required as there were no structural changes to the house. Mr. Beesla based his statement to Mr. Butt about permits on information given to him by the Seller.
9. On May 27, 2014 NA made an offer to purchase the Property (the "Offer") pursuant to a contract of purchase and sale (the "May Contract"). The Offer in the May Contract was modified by the Seller adding to the May Contract "The Property is to be sold 'as is where is' ". NA accepted the modification. The May Contract had "subject to" clauses relating to, among other matters, an inspection report, an Air Test Report, and the Buyer's approval of the latest Property Disclosure Statement (the "PDS").
10. The Seller provided a PDS dated May 19, 2014 which disclosed, among other matters, that the Seller was not aware of:
  - (a) any material latent defects;
  - (b) any additions or alterations made without a required permit;

- (c) any additions or alterations made in the last sixty days; or
  - (d) any moisture and/or water problems in the walls, basement or crawl space.
11. The Seller had obtained in April 2014 an air quality test report (the "Report") for the period April 4 to April 10, 2014. A copy of the Report was given to the Complainants on June 3, 2014. The Report disclosed unacceptable levels of particles which could include dust, mold, spores, dust mites, pet dander and bacteria.
  12. The dates in the May Contract for subject removal and for possession and completion were changed a number of times, and NA wished to add AA and DY as buyers, so the Seller and the Complainants entered into a replacement contract for the May Contract, which replacement contract was dated July 1, 2014 (the "July Contract"). The July Contract contained no "subject to" clauses but contained the "as is where is" clause as set out in the May Contract.
  13. After the completion of the purchase and sale in mid July 2014, the Complainants discovered, among other things, a strange odor from the master bedroom. On investigation and inquiries with the City of Surrey the Complainants discovered that no permits had been obtained from the City of Surrey regarding any of the renovations.
  14. The City of Surrey has adopted Rule 2-016 of the BC Electrical Code which provides that:

"Except as provided in Rule 2-018, no reconnection, installation, alteration, or addition shall be connected to any service or other source of electric energy by a supply authority, electrical contractor, or other person, until a current-permit authorizing the supply of electric energy has been obtained from the inspection department."
  15. The City of Surrey By-Law No. 6569 provides that, with respect to plumbing:

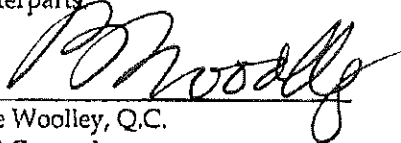
"No connection shall be made with any sewer and no construction, reconstruction, renewal, repair, replacement, alteration or extension of any plumbing system or any part thereof shall be started until a permit to do so had been obtained."
  16. Neither the Seller nor anyone acting on his behalf obtained the permits referred to in paragraphs 14 and 15 above with respect to the renovations.
  17. In light of the provisions set out in paragraphs 14 and 15 above, Mr. Beesla's statement that no permits were required for the renovations as the renovations were not structural was an incorrect statement.

C. Proposed Acceptance of Findings and Waiver

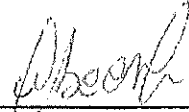
1. Based on the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Mr. Beesla is prepared to accept the following findings if made against him by the Council's Consent Order Review Committee:
  - (a) That Mr. Beesla committed professional misconduct within the meaning of section 35(1)(a) of the Act in that, with respect to the provision of real estate services respecting the sale of the Property, in which transaction Mr. Beesla had an agency relationship with the Seller and Mr. Butt had an agency relationship with the Complainants:
    - (i) contrary to section 3-4 of the Council Rules, he failed to act with reasonable care and skill, in that he relied on the Seller's representation that no permits were required for the renovations as the renovations were not structural and made the same representations to Mr. Butt when Mr. Beesla ought to have known that permits were required for the renovations and ought to have disclosed that to Mr. Butt.
2. Mr. Beesla hereby waives his right to appeal pursuant to section 54 of the Act.
3. Mr. Beesla 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. Beesla acknowledges and is aware that the Council will publish the Consent Order and penalty herein in its Report from Council and on the Council's website.
5. Mr. Beesla 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 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 civil proceedings.

This Agreed Statement of Facts and Proposed Acceptance of Findings may be signed in counterparts



Bruce Woolley, Q.C.  
Legal Counsel  
Real Estate Council of British Columbia  
As to Part B only (Agreed Statement of Facts)



Naninder Singh Beesla  
As to Parts A, B and C (Agreed  
Statement of Facts, Proposed  
Acceptance of Findings and Waiver)

Dated Dec 3, 2015

Dated Dec-03, 2015