

CITATION: Bridge (Re), 2024 BCSRE 58

Date: 2024-08-22

File # 21-1514

BC FINANCIAL SERVICES AUTHORITY

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

AND

IN THE MATTER OF

**ROSEMARY ANNE BRIDGE also known as ROSEMARY PAPP
(029293)**

CONSENT ORDER

[This Order has been redacted before publication.]

RESPONDENT: Rosemary Anne Bridge aka Rosemary Papp, Representative, Treeland Realty (1992) Ltd. dba RE/MAX Treeland Realty

DATE OF CONSENT ORDER: August 22, 2024

COUNSEL: Jenna Graham, Legal Counsel for the BC Financial Services Authority
Steven Roxborough, Legal Counsel for the Respondent

PROCEEDINGS:

On August 22, 2024, the Superintendent of Real Estate (the "Superintendent"), or the Superintendent's authorized delegate, of BC Financial Services Authority ("BCFSA") accepted the Consent Order Proposal (the "Proposal") submitted by Rosemary Anne Bridge also known as Rosemary Papp ("Rosemary Papp").

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

NOW THEREFORE, having made the findings proposed in the attached Proposal, and found that Rosemary Papp committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act* ("RESA") and sections 30(a) and (h), and 34 of the *Real Estate Services Rules* (the "Rules"), pursuant to section 43 of the RESA the Superintendent orders that:

1. Rosemary Papp pay a discipline penalty to BCFSA in the amount of 15,000 within the time period as directed by BCFSA; and
2. Rosemary Papp pay enforcement expenses to BCFSA in the amount of \$1,800 within the time period as directed by BCFSA.

If Rosemary Papp fails to comply with any term of this Order, the Superintendent may suspend or cancel their licence without further notice to them, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 22nd day of August, 2024 at the City of Vancouver, British Columbia.

Superintendent of the BC Financial Services Authority

“Original signed by Jonathan Vandall”

Jonathan Vandall
Delegate of the Superintendent of Real Estate
Province of British Columbia

Attch.

File # 21-1514

BC FINANCIAL SERVICES AUTHORITY**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*
SBC 2004, c 42 as amended****IN THE MATTER OF****ROSEMARY ANNE BRIDGE also known as ROSEMARY PAPP
(029293)****CONSENT ORDER PROPOSAL BY ROSEMARY ANNE BRIDGE
also known as ROSEMARY PAPP****BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Rosemary Anne Bridge also known as Rosemary Papp ("R. Papp") to the Superintendent of Real Estate (the "Superintendent") of the BC Financial Services Authority ("BCFSA") pursuant to section 41 of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, R. Papp, and the Superintendent have agreed upon the following facts:

1. R. Papp was first licensed as a trading services representative in 1981.
2. R. Papp has been licensed as a trading services representative with Treeland Realty (1992) Ltd. doing business as RE/MAX Treeland Realty (the "Brokerage") since 2015.
3. This matter concerns R. Papp's conduct while acting as the representative to the buyers (the "Buyers") of a property located at [Property 1], Langley, BC (the "Property").
4. In and around early March 2021, the Property was listed for sale by the owners of the Property (the "Sellers").
5. The Multiple Listing Service Listing (the "MLS Listing") for the Property indicated the following:
 - a. list price of \$575,000;
 - b. GST was included in the list price;
 - c. the Property was "brand new/never lived in"; and
 - d. the Property was "move-in ready and GST is paid" (the "GST Comment").
6. The Sellers had not intended for GST to be included in the purchase price in the MLS Listing.
7. Prior to the Buyers making an offer on the Property, R. Papp spoke with the Sellers' representative.
 - a. According to R. Papp, she asked the Sellers' representative whether the Sellers had paid GST when they purchased the Property and whether GST was included in the purchase price, and

- that the Sellers' representative said that the Sellers paid GST and GST was included in the purchase price.
- b. According to the Sellers' representative, R. Papp only asked whether the Sellers had paid GST when the Sellers purchased the property and that R. Papp wanted proof of that payment.
8. R. Papp did not make any other inquiries to determine whether GST would be applicable to the Buyers' purchase of the Property.
 9. On or about March 7, 2021, the Buyers viewed the Property with R. Papp.
 10. Further, on March 7, 2021, R. Papp drafted a contract of purchase and sale for the Property (the "Offer") on behalf of the Buyers which contained the following terms:
 - a. purchase price of \$575,000;
 - b. subject removal deadline on or before March 16, 2021;
 - c. completion date of April 8, 2021; and
 - d. "The Seller warrants that GST in connection with this transaction has been paid." (the "GST Clause").
 11. The Sellers made a counteroffer with the following amendments to the Offer:
 - a. The GST Clause was crossed out;
 - b. "The Seller warrants that they paid GST when they purchased the property from the developer" was added (the "Revised GST Clause");
 - c. The deadline for the deposit was changed from within 24 hours of subject removal, to upon subject removal;
 - d. The completion and adjustment dates were revised to March 29, 2021; and
 - e. All other terms and conditions of the Offer remained the same (the "Contract").
 12. R. Papp advised the Buyers to seek independent legal advice and independent accounting advice prior to signing the Contract.
 13. The Buyers accepted the Contract.
 14. On March 16, 2021, the Buyers removed the subjects.
 15. Following subject removal, the Buyers learned, through their lawyer, that:
 - a. GST was applicable to the transaction;
 - b. GST would be on top of the purchase price; and
 - c. they were responsible for paying the GST.
 16. The GST applicable to the transaction was \$28,750.
 17. The Buyers had to increase the amount of their mortgage in order to pay for the GST.
 18. A NODH was issued on November 2, 2023, and served on R. Papp.
 19. R. Papp does not have a discipline history.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of the Proposal and based on the Facts outlined herein, R. Papp proposes the following findings of misconduct be made by the Superintendent:

1. R. Papp committed professional misconduct within the meaning of section 35(1)(a) of the RESA, when, in her capacity as the buyers' agent in the March 2021 purchase of the residential property located at [Property 1], Langley, BC (the "Property"), she:
 - a. failed to use reasonable efforts to determine whether Goods and Services Tax ("GST") was applicable in the transaction, contrary section 30(a) [formerly, sections 3-3(a), *act in best interests of client*], and section 30(h) [formerly, section 3-3(h), *reasonable efforts to determine relevant facts*] of the Rules; and
 - b. failed to ensure that the contract of purchase and sale for the Property clearly stated that the indicated purchase price included the GST, contrary to section 34 (formerly, section 3-5, *reasonable care and skill*) of the Rules.

PROPOSED ORDERS

Based on the facts herein and the Proposed Findings of Misconduct, R. Papp proposes that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the Superintendent, pursuant to section 43 of the RESA:

1. R. Papp pay a discipline penalty to BCFSa in the amount of \$15,000 within the time period as directed by BCFSa.
2. R. Papp pay enforcement expenses to BCFSa in the amount of \$1,800 within the time period as directed by BCFSa.
3. If R. Papp fails to comply with any of the terms of this Order, the Superintendent may suspend or cancel R. Papp's licence without further notice to her.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. R. Papp acknowledges and understands that the Superintendent may accept or reject the Proposal. If the Proposal is rejected by the Superintendent, the matter may be referred to a disciplinary hearing.
2. R. Papp acknowledges that she 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 Superintendent; 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. R. Papp acknowledges and is aware that BCFSa will publish the Proposal and the Consent Order or summaries thereof on BCFSa's website, on CanLII, a website for legal research and in such other places and by such other means as BCFSa in its sole discretion deems appropriate.
4. R. Papp hereby waives her right to appeal pursuant to section 54 of the RESA.

5. If the Proposal is accepted and/or relied upon by the Superintendent, R. Papp will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict R. Papp from making full answer and defence to any civil or criminal proceeding(s).
6. The Proposal and its contents are made by R. Papp 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 R. Papp in any civil proceeding with respect to the matter.

"Original signed by Rosemary Bridge"

Rosemary Anne Bridge
also known as Rosemary Papp

Dated 22 day of August, 2024