

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

AND

IN THE MATTER OF

**JIN WEI LUO
(161895)**

AND

**JIN LUO PERSONAL REAL ESTATE CORPORATION
(161895PC)**

CONSENT ORDER

RESPONDENTS: Jin Wei Luo, Representative, Trading, while licensed with Re/Max City Realty dba

Jin Luo Personal Real Estate Corporation

DATE OF REVIEW MEETING: March 17, 2021

DATE OF CONSENT ORDER: March 17, 2021

CONSENT ORDER REVIEW COMMITTEE: Mr. Y. Amlani
Ms. B. Chisholm
Ms. R. Hanson

PROCEEDINGS:

On March 17, 2021, the Consent Order Review Committee ("CORC") resolved to accept the Consent Order Proposal (the "Proposal") submitted by Jin Wei Luo, on his own behalf and on behalf of Jin Luo Personal Real Estate Corporation.

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Jin Wei Luo, on his own behalf and on behalf of Jin Luo Personal Real Estate Corporation.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that Jin Wei Luo and Jin Luo Personal Real Estate Corporation committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*

("RESA") and sections 3-3(i), 3-3(j), 3-4, and 5-11(2) of the Rules made under the RESA, pursuant to section 43 of the RESA the CORC orders that:

1. Jin Wei Luo and Jin Luo Personal Real Estate Corporation have their licences suspended for fourteen (14) days;
2. Jin Wei Luo will not act as an unlicensed assistant during the time of his licence suspension;
3. Jin Wei Luo and Jin Luo Personal Real Estate Corporation jointly and severally pay a discipline penalty to the Council in the amount of \$5,000.00 within three (3) months from the date of this Order;
4. Jin Wei Luo, at his own expense, register for and successfully complete 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 as directed by the Council; and
5. Jin Wei Luo and Jin Luo Personal Real Estate Corporation jointly and severally pay enforcement expenses to the Council in the amount of \$1,500.00 within two (2) months from the date of this Order.

If Jin Wei Luo and/or Jin Luo Personal Real Estate Corporation fails 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 RESA.

Dated this 17th day of March, 2021 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

"YASIN AMLANI"

Yasin Amlani, Chair
Consent Order Review Committee

Attch.

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

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JIN WEILUO
(161895)

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JIN LUO PERSONAL REAL ESTATE CORPORATION
(161895PC)

CONSENT ORDER PROPOSAL BY JIN WEI LUO AND JIN LUO PERSONAL REAL ESTATE CORPORATION

BACKGROUND AND FACTS

This Consent Order Proposal ("Proposal") is made by Jin Wei Luo ("Mr. Luo") on his own behalf and on behalf of Jin Luo Personal Real Estate Corporation ("Jin Luo PREC") to the Consent Order Review Committee ("CORC") of the Real Estate Council of BC ("Council") pursuant to section 41 of the *Real Estate Services Act* ("RESA"). For convenience, Mr. Luo and Jin Luo PREC will generally be referred to in this Proposal as Mr. Luo.

For the purposes of this Proposal, Mr. Luo, on his own behalf and on behalf of Jin Luo PREC, and the Council have agreed upon the following facts:

1. Mr. Luo (161895) has been licensed continuously as a Representative, Trading since 2011.
2. Jin Luo PREC (161895 PC) has been licensed continuously as a Personal Real Estate Corporation since March 7, 2016.
3. Mr. Luo was at all relevant times licensed as a Representative, Trading with Re/Max City Realty.
4. On October 16, 2016, the Council received a complaint from TTHH ("Ms. H") about the real estate services provided by Mr. Luo. The complaint arose from the real estate services ("Services") provided by Mr. Luo, as a buyer's representative, to Ms. H as the prospective buyer (along with certain family members) of two residential properties (as the case requires: "Property" or "Properties") in Vancouver. Each of the Properties was the subject of an offer which in due course became a contract for the purchase and sale of the Property in question.
5. In the case of each Property, the Council's investigation identified deficiencies in the Services provided by Mr. Luo in connection with the offer/contract of purchase and sale. In each case, Mr. Luo failed to take adequate steps to ensure Ms. H had the authority to sign the offer for the Property in question, and related documents, on behalf of all the named buyers.

6. In addition, in connection with purchase of the second of the two Properties, Mr. Luo agreed, by way of an addendum to the contract of purchase and sale, to pay a referral fee to the sellers which he both failed to document properly and failed to disclose to the buyers. Mr. Luo thereby both failed to disclose accurately the remuneration which was being paid to his related brokerage and created a conflict of interest by becoming a party to the transaction, which he failed to disclose to the buyers and address.

East 64th Property

7. In connection with the proposed purchase of a residential property at XXX East 64th Avenue, Vancouver, British Columbia ("East 64th Property"), Mr. Luo, while acting as the designated agent for the buyers, prepared an offer for the East 64th Property which was accepted in due course and became the contract of purchase and sale for the East 64th Property, dated July 14, 2016 (" East 64th Contract") .
8. The East 64th Contract was prepared by Mr. Luo in the names of Ms. H, and three of her family members, LND, THH, and HQC (collectively with Ms. H: "Buyers"). It provided for a purchase price of \$2,188,000, a deposit of \$80,000 within 24 hours of acceptance, and a completion date of October 17, 2016.
9. The Buyers' offer was made on a subject free basis. The East 64th Contract included an addendum dated July 14, 2016 ("July 14 Addendum") which confirmed the Buyers had been advised to include conditions related to financing, a building inspection, and approval of the title, and had declined to do so.
10. Both the East 64th Contract and the July 14 Addendum were signed by Ms. H on behalf of all of the Buyers. Mr. Luo was present when this occurred. Ms. H told Mr. Luo the other three Buyers had authorized her to sign the East 64th Contract and related documents for each of them . Mr. Luo allowed Ms. H to sign the East 64th Contract and related documents without taking any independent steps to confirm the other three named Buyers had authorized Ms. H to sign the East 64th Contract in their names.
11. The purchase and sale of the East 64th Property did not complete. There is an active civil claim between the sellers of the East 64th Property and the Buyers in connection with the Buyers' failure to complete the purchase of the East 64th Property. Mr. Luo's brokerage is a defendant in that civil claim. Mr. Luo is a third party in that civil claim.

Doman Property

12. In connection with the proposed purchase of a residential property at XXXX Doman Street, Vancouver, British Columbia ("Doman Property"), Mr. Luo, while acting as the designated agent for the buyers, prepared an offer for the Doman Property which was accepted after a negotiation of the purchase price and became the contract of purchase and sale for the Doman Property dated July 28, 2016 ("Doman Contract") .
13. The Doman Contract was prepared by Mr. Luo in the names of Ms. H, and three of her family members, LND, THH, and HQC (collectively with Ms. H: "Buyers"). It provided for a purchase price of \$2,615,000, a deposit of \$100,000 within 24 hours of acceptance, and a completion date of August 29, 2016.

14. The Buyers' offer was made on a subject free basis. The Doman Contract included an addendum dated July 28, 2016 ("July 28 Addendum") which confirmed the Buyers had been advised to include conditions related to financing, a building inspection, and approval of the title, and had declined to do so.
15. Both the Doman Contract and the July 28 Addendum were signed by Ms. H on behalf of all of the Buyers. Mr. Luo allowed Ms. H to sign the Doman Contract and related documents without taking any independent steps to confirm the other three named Buyers had authorized Ms. H to sign the Doman Contract in their names.
16. The purchase of the Doman Property completed.
17. In connection with the Buyers' purchase of the Doman Property, Mr. Luo agreed to pay the sellers of the Doman Property ("Sellers") a referral fee of \$7,500 on the possession date for the Doman Property, being August 30, 2016, and subject to acceptance by the Sellers of an offer at \$2,615,000. Mr. Luo documented this obligation in an addendum to the Doman Contract dated July 29, 2016 ("July 29 Addendum"). The July 29 Addendum was signed by the Sellers but not by the Buyers. Instead, Mr. Luo signed the July 29 Addendum. Mr. Luo did not disclose to the Buyers his agreement with the Sellers to pay a referral fee.
18. By signing the July 29 Addendum, Mr. Luo became a party to the purchase and sale of the Doman Property.
19. The purchase of the Doman Property completed.
20. A Notice of Discipline Hearing was issued on September 3, 2020 and an Amended Notice of Discipline Hearing (dates only) was issued on December 16, 2020 and served on Mr. Luo on his own behalf and on behalf of Jin Luo PREC.
21. Mr. Luo and Jin Luo PREC do not have a discipline history.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of this Proposal and based on the Facts stated above, Mr. Luo and Jin Luo PREC propose the following findings of misconduct be made by the CORC:

1. Mr. Luo and Jin Luo PREC committed professional misconduct within the meaning of section 35(1)(a) of the RESA in that when acting as the designated agent for the buyers, TTHH, LND, THH, and HQC (collectively: "Buyers"):
 - a. in relation to a residential property located at XXXX East 64th Avenue, Vancouver, British Columbia ("East 64th Property"),
 - I. they permitted TTHH to sign the offer for the East 64th Property on behalf of all the Buyers without taking sufficient steps to determine whether TTHH had the lawful authority to sign the offer on behalf of any of the Buyers other than TTHH, contrary to section 3-4 of the Rules;

and

- b. in relation to a residential property located at XXXX Doman Street, Vancouver, British Columbia ("Doman Property"),
- I. they permitted TTHH to sign the offer for the Doman Property on behalf of all the Buyers without taking sufficient steps to determine whether TTHH had the lawful authority to sign the offer on behalf of any of the Buyers other than TTHH, contrary to section 3-4 of the Rules;
 - II. they failed to promptly disclose to the Buyers the remuneration paid or payable to their related brokerage in relation to the real estate services they provided to the Buyers when they failed to disclose Mr. Luo's obligation to pay a referral fee to the sellers of the Doman Property, contrary to section 5-11(2) of the Rules;
 - III. they failed to take reasonable steps to avoid a conflict of interest when Mr. Luo agreed to pay a referral fee to the sellers of the Doman Property, contrary to section 3-3(i) of the Rules; and
 - IV. they failed to promptly and fully disclose to the Buyers the conflict of interest which arose when Mr. Luo agreed to pay a referral fee to the sellers of the Doman Property, contrary to section 3-3(j) of the Rules.

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct, Mr. Luo and Jin Luo 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. Both the licence held by Jin Wei Luo and the licence held by Jin Luo Personal Real Estate Corporation be suspended for fourteen (14) days.
2. Jin Wei Luo be prohibited from acting as an unlicensed assistant during his licence suspension period.
3. Jin Wei Luo and Jin Luo Personal Real Estate Corporation be jointly and severally liable to pay a discipline penalty to the Council in the amount of \$5,000.00 within three (3) months from the date of this Order.
4. Jin Wei Luo, at his own expense, register for and successfully complete 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 as directed by the Council.
5. Jin Wei Luo and Jin Luo Personal Real Estate Corporation be jointly and severally liable to pay enforcement expenses to the Council in the amount of \$1,500.00 within two (2) months from the date of this Order .
6. If Jin Wei Luo and Jin Luo Personal Real Estate Corporation fail to comply with any of the terms of this Order, a discipline committee may suspend or cancel their licences without further notice to them.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. Mr. Luo and Jin Luo 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. Mr. Luo and Jin Luo 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 they have obtained independent legal advice or have chosen not to do so, and that they are making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.
3. Mr. Luo and Jin Luo 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 CanLII, 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. Luo and Jin Luo 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. Mr. Luo and Jin Luo PREC hereby waive their right to appeal pursuant to section 54 of the RESA.
6. If this Proposal is accepted and/or relied upon by the Council, Mr. Luo and Jin Luo PREC will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict Mr. Luo or Jin Luo PREC from making full answer and defence to any civil or criminal proceeding(s).
7. The Proposal and its contents are made by Mr. Luo and Jin Luo 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 Mr. Luo and Jin Luo PREC in any civil proceeding with respect to the matter.

"JIN WEI LUO"

Jin Wei Luo on his own behalf and on behalf of Jin Luo Personal Real Estate Corporation

Dated 27th day of Jan., 2021