



Real Estate Council of Ontario

**IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE
*REAL ESTATE AND BUSINESS BROKERS ACT, 2002, S.O. 2002, c. 30, Sch. C***

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

WEITAO QU registered as VITO QU

DISCIPLINE DECISION AND REASONS FOR DECISION

The Panel held a videoconference on November 15, 2021 to discuss the written submissions by all Parties with respect to Penalty and Costs. The Panel decided as follows:

ORDER: Fine of \$25,000.00 payable to RECO within 90 days of RECO sending this decision.

Successful completion by the Registrant of the Real Estate Institute of Canada “REIC 2280: Ethics and Business Practices” course, with Mr. Qu providing RECO with confirmation of successful completion within 180 days of RECO sending this decision.

COSTS AND EXPENSES: No order for costs is made.

WRITTEN REASONS:

REASONS FOR DECISION **PENALTY & COST**

INTRODUCTION

The Panel met by videoconference on November 15, 2021 to review the written Submissions of the parties on the issue of penalty and costs. Submissions were received from counsel for RECO and from the Registrant, Weitao (Vito) Qu, (“Qu”):

PANEL’S DECISION ON PENALTY

During the Video Conference, the Panel reviewed the Submissions from both RECO and Qu.

The Panel ultimately agreed with RECO’s Submissions and the Penalty it was seeking.

In considering the appropriate penalty in this case, the Panel reviewed the decision Registrar v. Suzette Thompson, Appeals Committee of RECO, May 31, 2021:

This Panel accepts and recognizes that in fashioning a penalty a professional disciplinary body must take into account those factors set out in Paragraph 36 of the Jaswal case by Mr. Justice Green. In the case of Suzette Thompson, nine of those non-exhaustive factors were set out in the Registrar’s Factum. As a minimum standard this Panel holds that those factors enunciated in the Registrar’s Factum must be considered by all Lower Panels in determining penalty orders in disciplinary matters before them.
(page 12)

The Suzette Thompson case established that, at a minimum, the following factors are relevant for guiding the Panel in determining an appropriate penalty for breaches of the Code of Ethics:

- a) the nature and gravity of the breaches of the Code of Ethics;
- b) the role of the offending member in the breaches;
- c) whether the offending member suffered or gained because of the breaches;
- d) the impact of the breaches on the complainant or others;

- e) the need for there to be specific deterrence to protect the public;
- f) the need for there to be general deterrence to protect the public;
- g) the need to maintain the public's confidence in the integrity of the profession;
- h) the degree to which the breaches are regarded as being outside the range of acceptable conduct; and
- i) the range of sanctions in similar cases.

Application of Penalty Factors

In this case, all of the *Suzette Thompson* factors weigh against Qu and support a significant penalty.

The above listed criteria apply to this case as follows:

i) The Nature and Gravity of the Breaches

As was determined by this Panel in its findings, Qu offered property for sale/assignment without consent or authority to sell; he failed to make required deposits to the Builder on his purchase of 1 A Street, City A ("the Property"); he falsely claimed to have made \$250,000 worth of upgrades to the Property; he failed to disclose he was a registered representative; and he misappropriated funds to his own use. The nature and gravity of Qu's breaches of the Code of Ethics are at the most serious end of the spectrum. Qu's conduct was reckless and deceitful.

ii) The Role of the Registrant in the Breaches

In considering this factor, the Panel considered that Qu's conduct was active and deliberate as opposed to negligent in nature.

Qu's role was central and the breaches were directly the result of his actions and omissions. He was solely responsible for the conduct that was found to be in breach of the Code of Ethics.

iii) Whether the Registrant Suffered or Gained, as a Result of the Breaches

Qu did achieve a higher sale price for his assignment based on his false claims of having purchased \$250,000 worth of upgrades. Furthermore, he used the Purchaser's deposit monies to assist him in making overdue payments he owed to the Builder. Although the end result did not benefit Qu, his intentions regarding the above were unethical.

iv) The Impact of the Breaches on the Complainant/Purchaser

The impact on the Complainant/Purchaser in this case was significant. The Purchaser ended up with her deposit monies being lost, and she was then forced into the stress and cost of litigation

iv) The Need for Specific Deterrence

Specific deterrence means that there must be a penalty that is sufficiently meaningful to stop the offending Registrant from recommitting the offence(s) in the future. To that end, the penalty imposed must be more than just "the cost of doing business". The Panel feels that this is particularly important in this case as Qu, from his own Submissions, clearly does not believe that he has done anything wrong. In his Submissions, he makes meritless accusations against the prosecutor and he tries to lay blame on the Purchaser's representative, the Builder and this Panel. He has accepted no responsibility and clearly has yet to learn any lessons from this experience.

It must be made clear to Qu that other Registrants and consumers rely upon him to conduct himself in an ethical, honest, and lawful manner. The penalty imposed here needs to make clear to Qu that his actions fell well below the standard expected of him and that such conduct will not be tolerated in the profession.

v) The Need for General Deterrence

The principle of general deterrence requires that the penalty imposed not only deter Qu from reoffending, but also should deter other Registrants from engaging in similar misconduct. General deterrence is a particularly relevant penalty consideration in cases of professional discipline. Given the serious nature of Qu's misconduct, the Panel agrees that it must impose a serious penalty to generate a strong level of general deterrence for conduct that involves dishonesty, deceit, and misappropriation of funds.

vi) The Need to Maintain the Public's Confidence

This Panel recognizes that a primary consideration in imposing a penalty for unprofessional conduct is the collective reputation of the profession. That includes the legitimacy/reputation of the profession's ability to self-regulate its members. The public should have confidence that when they retain and engage with real estate professionals they will be treated fairly, conscientiously, and in accordance with the rules. In addition, the public should have confidence that when a Registrant breaches the ethical standards of the profession, the self-disciplinary system will appropriately address the breaches. Qu's misconduct was, for the most part, aimed at harming a consumer and did, in fact, cause significant harm to the Purchaser. The Panel accepts that it must impose a strong penalty to maintain the public's confidence in realtors.

vii) The Degree to Which the Breaches are Outside the Range of Acceptable Conduct

This factor requires the Panel to assess where Qu's actions fall on a sliding scale of misconduct from least serious to most serious. The Panel has addressed this to some extent when it dealt with criteria #1 herein. As noted, Qu's misconduct falls at

the most serious end of the spectrum and is far outside the range of what is acceptable.

In this instance, he acted deceitfully and dishonestly towards the profession and the public.

viii) The Range of Sanction in Similar Cases

RECO submitted some previous Decisions of the Discipline Panel for consideration.

They included:

RECO v. Qiang Fang (2021), ASF May 26, 2021. This Decision is of particular importance because it involves the Registrant (Ms. Fang) who represented the Purchaser in the sale of the Property. Ms. Fang entered into a resolution agreement with RECO which was reviewed and approved by the Panel, pursuant to which she agreed to a finding that she breached sections 4, 5, 21(1) and 38 of the Code of Ethics and she agreed to:

- i) pay a total penalty of \$22,000; and
- ii) successfully complete the Real Estate Institute of Canada's "REIC 2280-Legal Issues in Real Estate."

RECO submitted that Qu's penalty should be greater than Ms. Fang's for several reasons:

1. Qu engaged in more breaches of the Code of Ethics;
2. Qu's breaches were more serious than Ms. Fang's in that they involved dishonesty, deceit, and misappropriation of funds;
3. Qu's conduct was deliberate in nature whereas Ms. Fang's breaches involved negligence/errors.

Furthermore, the prosecution pointed out that Ms. Fang's case proceeded by way of an *Agreed Statement of Facts and Penalty*, thereby avoiding the time and costs involved in a contested hearing. RECO submitted that Ms. Fang's settlement should be viewed as

including a “discounted” or “reduced” penalty in recognition of her entering a resolution. The Panel accepts that all of these Submissions are relevant to the penalty to be imposed on Qu in this case.

RECO submitted further cases to the Panel on penalty which it submitted were similar to the case at bar (from RECO Submissions, pages 10-11):

Steven Bailey v. RECO (July 5, 2019) – Bailey arranged for the private sale of a property to his parents for a price significantly below market value. Bailey was required to pay a fine of \$25,000 for his breaches of the Code of Ethics.

Sanya Rambally Conklin v. RECO (October 16, 2020) – Rambally falsified an employed verification letter in pursuit of mortgage financing for herself. Rambally’s penalty was to pay a fine of \$25,000 and successfully complete the *REIC 2600 Ethics and Business Practice* course.

Harmahinder Gaind v. RECO (April 7, 2021) – Gaind misled a consumer and misappropriated money towards his own use. Gaind was required to pay a fine of \$20,000 and successfully complete the *REIC 2600 Ethics and Business Practice* course.

The Panel agrees that these cases are similar to the facts in this case and are helpful in guiding the Panel in determining the appropriate penalty.

RECO pointed out that all of these Decisions were issued pursuant to an Agreed Statement of Facts and Penalty. RECO submitted that due to the voluntary resolution of these Complaints without the need of a Hearing, the penalties in each case should be assumed to have been reduced. RECO accepts that generally, a Registrant that acknowledges their failings may be treated less harshly than one who refused to accept their ethical violations.

Penalty Options Available to the Panel

The Panel determined that Qu breached Sections 3, 35, 37(1), 38 and 39 of the Code of Ethics. Having found breaches of the Code of Ethics, the Panel has discretion in determining penalty.

Penalty options include requiring the Registrant to take educational courses, and/or imposing a fine, as the Panel considers appropriate.

In this case, the maximum available fine is \$25,000 based on the dates on which Qu's impugned conduct occurred.

Penalty

The Panel agrees with RECO's position in that a significant penalty is warranted in this case. Having regard to the totality and seriousness of Qu's misconduct, and based on the application of the *Suzette Thomson* factors as reviewed above, this Panel finds that the following penalty is appropriate and justified in this instance:

1. An Order for a fine of **\$25,000** payable within **90 days** of the Decision of the Panel; and
2. An Order that Qu successfully complete the *REIC 2600 Ethics and Business Practices* course and provide RECO with proof of successful completion within **180 days** from the Decision of the Panel.

[Released: February 18, 2022]



**IN THE MATTER OF AN APPEALS HEARING HELD PURSUANT TO THE
*REAL ESTATE AND BUSINESS BROKERS ACT, 2002***

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- and -

WEITO (VITO) QU

DECISION AND REASONS FOR DECISION

APPEARANCES:

For the Registrant: Unrepresented

For the Real Estate Council of Ontario: Shane Smith

Heard in Toronto: May 26 and 27, 2021

FINDINGS:

In violation of Sections 3, 35, 37(1), 38, and 39 of the Code of Ethics.

ORDER:

Counsel for the Registrar, *REBBA 2002* to deliver written submissions to the Panel and to the Respondent on the issue of penalty and costs within 15 days of the date on which the Panel's decision and reasons are delivered.

The Respondent shall deliver to the Panel and to Counsel for the Registrar, *REBBA 2002* its written submissions on penalty and costs in response to Counsel for the Registrar, *REBBA 2002*'s submissions within 15 days of the date on which Counsel for the Registrar, *REBBA 2002*'s submissions on penalty and costs are delivered to the Respondent.

Counsel for the Registrar, *REBBA 2002* shall deliver to the Panel and to the Respondent its reply to the written submission on penalty and costs of the Respondent within 5 days of the date on which the Respondent's submissions on penalty and costs are delivered to Counsel for the Registrar, *REBBA 2002*.

COSTS AND EXPENSES: If appropriate, submissions to be made on costs and expenses with submissions on penalty.

WRITTEN REASONS:

REASONS FOR DECISION

INTRODUCTION

This Hearing took place on May 26 – 27, 2021 in the presence of the Respondent Weitao (Vito) Qu (the “Respondent” and/or “Qu”). Shane Smith, counsel for the Real Estate Council of Ontario. The Panel was comprised of Russell Pearsall, Filippo Sbrocchi and Daniel Fleming. Nicolette Holovaci was present as independent legal counsel to the Discipline Panel.

At the beginning of this Hearing, the Panel was provided with an Agreed Statement of Facts (ASF) in this case with respect to the allegations against the Respondent Witness 1. The Panel accepted and approved the Agreed Statement of Facts. The Hearing proceeded with respect to the allegations against Qu.

ALLEGATIONS BY THE REGISTRAR, REBBA 2002

In its Allegation Statement the Registrar, *REBBA 2002* alleged that Qu failed to comply with the Code of Ethics as follows:

A. Qu engaged in selling/assigning his interest in property known as 1 A Street, City A (“the Property”) without obtaining the required consent of the Seller/Builder (the Assignor”), contrary to sections 3, 37(1) and 38 of the Code of Ethics.

B. Qu failed to make the required deposit payments for the Property, contrary to sections 3 and 35 of the Code of Ethics.

C. Qu falsely claimed he had purchased upgrades for the Property, contrary to sections 3, 37(1) and 38 of the Code of Ethics.

D. Qu did not provide notice regarding his divestment of an interest in real estate to the proposed purchaser Consumer A or her agent Witness 1 contrary to sections 3 and 38 of the Code of Ethics.

E. Qu misappropriated Consumer A's deposit monies for his own use, contrary to sections 3, 35, 37(1) and 38 of the Code of Ethics.

F. Qu failed to meet his obligation to assign his purchase of the Property to Consumer A, contrary to sections 3 of the Code of Ethics.

G. Qu attempted to obtain a release from liability regarding the Property as part of fulfilling his obligation to assign his purchase of the Property, contrary to sections 3 and 38 of the Code of Ethics.

H. Qu engaged in disgraceful, dishonourable, unprofessional and/or unbecoming conduct contrary to section 39 of the Code of Ethics.

The Registrar, *REBBA 2002* alleged that Qu breached the following sections of the Code of Ethics:

Fairness, honesty, etc.

3. A registrant shall treat every person the registrant deals with in the course of a trade in real estate fairly, honestly and with integrity.

Financial responsibility

35. A registrant shall be financially responsible in the conduct of business

Inaccurate representations

37. (1) A registrant shall not knowingly make an inaccurate representation in respect of a trade in real estate.

Error, misrepresentation, fraud, etc.

38. A registrant shall use the registrant's best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in real estate.

Unprofessional conduct, etc.

39. A registrant shall not, in the course of trading in real estate, engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming a registrant.

CODE OF ETHICS

The Registrant is governed by the *Real Estate and Business Brokers Act, 2002*, S.O. 2002, c.30, Schedule C ("*REBBA 2002*").

This Discipline Committee is established to hear and determine these issues, in accordance with the prescribed Regulations. The Discipline Committee must determine if the Registrant has failed to comply with the Code of Ethics established by the Minister in accordance with Section 21 of the *REBBA 2002*.

Section 50 of the *REBBA 2002* provides that the Minister may make Regulations establishing a Code of Ethics for the purposes of subsection 21(1).

Ontario Regulation 580/05 is the Code of Ethics pursuant to the *REBBA 2002* and is the Code of Ethics that governs these proceedings.

EVIDENCE OF THE PARTIES-EXHIBITS

1. Allegation Statement dated June 1, 2020
2. Notice of Hearing dated April 13, 2021
3. RECO Book of Documents dated October 28, 2020
4. RECO Book of Documents received May 21, 2021
5. POA Trial Judgement
6. Qu Documents

WITNESSES FOR THE REGISTRAR, REBBA 2002

1. Witness 1
2. Witness 2
3. Witness 3

WITNESSES FOR THE RESPONDENT

1. Weitao (Vito) Qu

OPENING STATEMENT OF THE REGISTRAR, REBBA 2002

In the Prosecutor's opening remarks he spelled out some (not necessarily all) of RECO's concerns with respect to Qu's conduct:

- Not having the authority or authorization to assign or resell the Property without the Assignor's consent, which consent was not granted;
- Creating an MLS listing for the Property on the same day he entered into the Agreement of Purchase and Sale with the Assignor;
- Not having the authority or authorization to advertise the Property on MLS or any other social media without the Assignor's consent, which consent was not granted;
- Entering into an Agreement of Purchase and Sale with no authority to do so;
- Failing to provide proper disclosure that he is a registered real estate representative and provide particulars of his divestment of interest;
- Failing to make the necessary payments to honor his agreement with the Assignor and allowing his deposit cheques to be NSF;
- Misappropriating and misdirecting Consumer A's \$150,000.00 purchase deposit, for his own use with the Assignor;.
- Misrepresenting that he paid \$250,000.00 extra in upgrades when he did not;
- Failing to complete the transaction with the Assignor and therefore not being able to complete the transaction with Consumer A.

OPENING STATEMENT OF THE REGISTRANT

Qu's opening remarks included the following:

- Qu only agreed with about 50% of the Prosecutor's opening remarks but he did not comment specifically on which remarks he did agree with;
- Qu said he had been involved in litigation over this Property for the last four years;
- Qu mentioned he has been an appraiser in the appraisal business for over 20 years, and is a Professional engineer.
- Qu said he did have permission from the Assignor to assign his interest in the Property through his original purchase documents with the Assignor;
- Qu found the buyer along with Witness 1 through social media;
- Qu mentioned that the buyer Consumer A, willingly made her deposit of \$150,000.00 directly to the Assignor to offset his own payment requirements;
- Qu stated that Witness 1 also acted as his agent on this transaction and did not fulfill her obligations;
- Qu said Consumer A refused to close and wanted to sue him for anticipatory breach

PROSECUTION WITNESSES

WITNESS 1

Witness 1 testified that Qu approached her wanting her to target a buyer for the Property. She said she posted the Property on her social media and Consumer A came to her to ask about the Property. She said Qu told her that changes and alterations could be made to the Property as he was part of the "Build Team". She said this was important to Consumer A as she had several special requests. She testified that Qu told her that he had paid \$250K for upgrades.

Witness 1 said Qu acted as his own representative. She said that Qu never gave her a Form 161- Disclosure of Interest or gave her particulars of his purchase. The only information he gave her was that the Property was his and he was free to sell it. He did not advise of any preconditions for assignment nor did he provide a written consent to sell from the Assignor.

Witness 1 confirmed that Schedule "U"-Upgrades was not attached to the Agreement of Purchase and Sale when Consumer A signed. She said the purchase price in the Agreement of Purchase and Sale was set by Consumer A in consideration of the \$250k in upgrades

purportedly purchased by Qu. She said Qu prepared the Agreement of Purchase and Sale and the handwritten changes on it were hers. Witness 1 also confirmed that the deposit Consumer A provided was given to the Assignor to apply toward Qu's indebtedness.

WITNESS 2

Witness 2 testified that he is the lawyer for the Assignor. He said he has been involved in different lawsuits regarding the Property over the last few years. He was aware that Qu entered into the Agreement of Purchase and Sale with Consumer A. He was aware of an issue with consent and an extension having been sought for closing the transaction.

Witness 2 identified a letter dated July 13, 2017 (Exhibit 4, page 5) attaching an Assignment Agreement for signature. He confirmed that no consent was obtained from the Assignor before the Agreement of Purchase and Sale was signed by Consumer A. He confirmed that Qu defaulted on required payments to the Assignor but that payment was subsequently made on March 21, 2017 with funds represented to be Qu's funds. He confirmed that Qu did not purchase or pay for \$250K in upgrades on the Property.

WITNESS 3

Witness 3 is a Compliance Officer with RECO. He testified that he was involved in this investigation. He identified the Complaint (Exhibit 3, page 17) and the response provided by Individual A on behalf of Qu (Exhibit 3, page 283).

DEFENCE WITNESSES

WEITO (VITO) QU

Qu testified that he had been involved in litigation about the Property for several years. He said he ultimately got consent from the Assignor to sell the Property but Consumer A did not want to close. He blamed the Assignor for the problems in this transaction and he said the government should be protecting consumers from builders.

Qu said Consumer A was fully aware that the deposit monies were going to replace his payment to the Assignor. He said Consumer A had a responsibility to close the deal. On cross-examination, Qu admitted that he had defaulted on his payment to the Assignor before he signed the Agreement of Purchase and Sale with Consumer A.

Qu confirmed that he altered the document that he provided as Schedule "U". He confirmed that he did not pay the Assignor \$250K for upgrades. He insisted that his agreement with the Assignor allowed him to market and sell the Property on social media. He was confronted with a Decision of Justice of the Peace G. Lau dated July 10, 2019 whereunder he was found guilty of forging documents in relation to this Property.

Qu said he was innocent and the Decision was wrong. He sought to introduce some further documents into evidence some of which were rejected on grounds of relevance and some of which were admitted and marked as an Exhibit #6.

RECO SUBMISSIONS

RECO submitted that Qu admitted that he failed to make deposit payments to the Assignor and that he did not pay \$250K in upgrades. Qu also admitted that he did not have consent to list the Property or a written consent to sell from the Assignor when he entered into the Agreement of Purchase and Sale with Consumer A. He confirmed that he signed the Agreement as Seller and as Listing Agent. RECO noted that Qu admitted that he prepared the Agreement of Purchase and Sale.

RECO argues that that document was not done properly and did not attach Schedule "U" when it was signed. RECO pointed out that Qu later produced a Schedule "U" which was altered from its original. RECO referred to the Court Decision of Justice of the Peace Lau finding Qu guilty of forging documents relating to this Property and submitted that Qu is not credible as a witness. RECO relies on the fact that Witness 1 entered into an Agreed Statement of Fact in which she admits she breached the Code of Ethics by not confirming facts about the Property, by not getting a Form 161, by not ensuring the Agreement of Purchase and Sale was properly completed and included all Schedules, and by not ensuring that the deposit for the transaction went into trust.

RECO submits that Qu was not honest, did not avoid misrepresentation, did not treat others fairly, did not disclose his interest in the transaction, wrongfully said that he had consent to sell, lied about paying for upgrades, and improperly used the deposit of Consumer A to pay his own indebtedness.

QU SUBMISSIONS

Qu said that he found that the Assignor is at fault here. He also said that he lost a million dollars on this transaction

FINDINGS BY THE PANEL

Having carefully considered the testimony of witnesses and all of the documentary evidence, the Panel has found that the prosecution has met its evidentiary burden of proving the allegations against Qu set out in the Allegation Statement. The Panel has arrived at the following conclusions:

Right to Advertise and Sell

Qu had no consent or authority to sell or assign his interest in the Property without obtaining the required consent of the Assignor, which he clearly did not have. Qu subsequently tried to get permission from the Assignor, but authorization to assign was refused.

Qu prepared an MLS listing on the same day he entered into a purchase agreement with the Assignor, knowing he was not allowed to advertise or sell the Property without authorization, which he did not have, in advertising and selling without authority and in advising Witness 1 that he was authorized, Qu did not treat persons in a trade fairly and with honesty and integrity contrary to section 3 of the Code of Ethics.

Qu knowingly made an inaccurate representation in respect of a trade in real estate contrary to 37(1) of the Code and he did not use best efforts to prevent error, misrepresentation, fraud or unethical practise in respect of a trade in real estate contrary to 38 of the Code of Ethics.

Failure to make all deposit payments

Qu's deposits to the Assignor went NSF (Not Sufficient Funds). He admitted that he defaulted on his obligations. As such, Qu did not treat persons in a trade fairly and with honesty and integrity contrary to section 3 of the Code of Ethics. He also was not financially responsible in the conduct of business contrary to s.35 of the Code of Ethics.

Upgrades

Qu falsely claimed that he had purchased \$250,000.00 worth of upgrades from the Assignor which was not true and inconsistent according to the original Agreement of Purchase and Sale with the Assignor. He admitted this on cross-examination. All the upgrades that Qu sought to charge for as extra were already included in the original purchase price with the Assignor.

Therefore, Qu did not treat Witness 1 and Consumer A fairly and with honesty and integrity contrary to section 3 of the Code of Ethics. Qu knowingly made an inaccurate representation in respect of a trade in real estate contrary to 37(1) of the Code. Further, Qu did not use best efforts to prevent error, misrepresentation, fraud or unethical practise in respect of a trade in real estate contrary to 38 of the Code of Ethics.

Disclosure of Interest

Qu did not seem to understand Agency and said he believed that Witness 1 was working on his behalf. He failed to disclose to Consumer A that he was a registered real estate representative by filling out the required form. This is not disputed. This conduct is a clear breach of sections 3 and 38 of the Code of Ethics.

Misappropriation

The evidence established that Qu misappropriated Consumer A's deposit of \$150,000.00 for his own use with the Assignor. Qu had Consumer A make her deposit payable to the Assignor instead of the Listing Agent's trust account so that it was paid to satisfy part of his obligation to the Assignor. He admits this is his evidence. This was in violation of sections 3, 35, 37(1) and 38 of the Code of Ethics.

Finally, the Panel also finds that the conduct referred to above is such that it would be reasonably regarded as disgraceful, dishonourable, unprofessional and unbecoming a registrant and as such, Qu has violated section 39 of the Code of Ethics.

PENALTY

Counsel for the Registrar, *REBBA 2002* to deliver written submissions to the Panel and to the Respondent on the issue of penalty and costs within 15 days of the date on which the Panel's decision and reasons are delivered.

The Respondent shall deliver to the Panel and to Counsel for the Registrar, *REBBA 2002* its written submissions on penalty and costs in response to Counsel for the Registrar, *REBBA 2002*'s submissions within 15 days of the date on which Counsel for the Registrar, *REBBA 2002*'s submissions on penalty and costs are delivered to the Respondent.

Counsel for the Registrar, *REBBA 2002* shall deliver to the Panel and to the Respondent its reply to the written submission on penalty and costs of the Respondent within 5 days of the date on which the Respondent's submissions on penalty and costs are delivered to Counsel for the Registrar, *REBBA 2002*.

If appropriate, submissions to be made on costs and expenses with submissions on penalty.

Any inquiries relating to the delivery of the above-mentioned documents should be directed to the Manager, Discipline and Appeals Hearing.

The Panel shall deliver its decision on penalty and costs after considering the written submissions of the parties.

[Released: July 23, 2021]