



Real Estate Council of Ontario

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**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:**

**REGISTRAR UNDER THE *REAL ESTATE AND BUSINESS BROKERS ACT, 2002***

**- AND-**

**ERIC YEE LAI WONG**

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**DISCIPLINE DECISION AND REASONS FOR DECISION**

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**APPEARANCES:**

**For the Registrant:**

No one

**For the Real Estate Council of Ontario:**

Dipak Parmar, paralegal

**Heard in Toronto on:**

April 7, 2016

June 27, 2016

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**FINDINGS:**

In violation of Section 2.(1), with respect to 14 and 15; and Sections 3, 4, 5, 35, 37.(1), 37.(2), 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*.

Any inquiries relating to the delivery of the above-mentioned documents should be directed to the Hearings Coordinator.

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

**WRITTEN REASONS:**

## **REASONS FOR DECISION**

### **INTRODUCTION**

1. This Hearing was held on June 27, 2016, having been adjourned from its original Hearing Date of April 7, 2016 for two complaint files, No. 201401274 and No. 201400548 to be heard together.
2. In attendance at the Hearing were Dipak Parmar, paralegal for the Real Estate Council of Ontario and Nicolette Hologaci, independent legal counsel to the Discipline Panel. Eric Yee Lai Wong (the “Respondent” or “Mr. Wong”) did not appear though he was given proper notice of the Hearing date and he was given a 15-minute grace period.
3. RECO provided evidence that Notices of Hearing were sent to Mr. Wong by Purolator courier, Tracking number, and the package was received.
4. The Panel proceeded with the Hearing in Mr. Wong’s absence.

### **ALLEGATIONS BY THE REGISTRAR, REBBA 2002**

In its Amended Allegation Statement, the Registrar, *REBBA 2002* alleged that Mr. Wong acted unprofessionally when he:

1. Contravened Section 2.(1) of the Code with reference to Section 14 of the Code when he failed to enter into a Buyer Representation Agreement with Buyer A and

Buyer B (collectively the “Complainants”) before any offers were made and have it signed on behalf of the brokerage and further submit it to the buyer for signature.

2. Contravened Section 2.(1) of the Code with reference to Section 15 of the Code when he failed to enter into an agreement with the Complainants at the earliest practicable opportunity and reduce the agreement to writing, have it signed on behalf of the brokerage and submit it to the customer for signature.
3. Contravened Section 3 of the Code by failing to treat every person that he dealt with in the course of the subject trades in real estate fairly, honestly and with integrity by agreeing to provide commission referral rebates to his clients and customers on the purchase of condo units, and then failing to provide any rebates to the Complainants.
4. Contravened Section 4 of the Code by failing to promote and protect the best interests of his clients by agreeing to provide commission referral rebates to his clients and customers on the purchase of condo units, and then failing to provide any rebate to the Complainants.
5. Contravened Section 5 of the Code by failing to provide conscientious and competent service to his clients when he failed to rectify this issue at the time the action arose regarding the outstanding commission referral rebates owed under the referral agreements.
6. Contravened Section 35 of the Code by failing to be financially responsible in the conduct of business by promising to provide commission referral rebates to his clients and then failing to do so.
7. Contravened Section 37 of the Code by failing to accurately provide services offered by him when he represented that he would provide rebates to encourage consumers to use his services and in fact did not do so.
8. Contravened Section 38 of the Code when he failed to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in real estate by:

- a) Making promises to rebate a portion of his commissions on more than one occasion, when he knew he would not fulfill the promises, or made the promises recklessly without regard to being fulfilled and thereby enticed buyer clients to use Wong as their sales representative; and
  - b) Acting recklessly, knowing that he was making promises that he knew he would not keep, or knowing that he may not be able to keep them while, at the same time collecting commissions on the transactions.
9. Contravened Section 39 of the Code when he engaged in acts that would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming a registrant by:
- a) Failing to document that his brokerage entered into a service agreement with the Complainants for the purchases of the condo units;
  - b) Failing to inform his brokerage about a commission rebate promise he made on the brokerage's behalf;
  - c) Agreeing to provide commission rebates to the buyers on the purchase of condo units, and then failing to provide any rebates to the Complainants; and
  - d) Failing to rectify this issue at the time the action arose regarding the outstanding commission referral rebates that had been promised.

The Registrar, *REBBA 2002* alleged that Mr. Wong breached the following Sections of the Code of Ethics:

2.(1) – Brokers and Salespersons – A brokerage or salesperson shall not do or omit to do anything that causes the brokerage that employs the broker or salesperson to contravene this Regulation.

*With references to:*

14 – Buyer representation agreements – If a brokerage enters into a buyer representation agreement with a buyer and the agreement is not in writing, the

brokerage shall, before the buyer makes an offer, reduce the agreement to writing, have it signed on behalf of the brokerage and submit it to the buyer for signature.

15 – Agreements with customers – If a brokerage enters into an agreement with a customer in respect of a trade in real estate and the agreement is not in writing, the brokerage shall, at the earliest practicable opportunity, reduce the agreement to writing, have it signed on behalf of the brokerage and submit it to the customer for signature.

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

4 – Best Interests – A registrant shall promote and protect the best interests of the registrant's clients.

5 – A registrant shall provide conscientious service to the registrant's clients and customers and shall demonstrate reasonable knowledge, skill, judgment and competence in providing those services.

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

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

37.(2) – Inaccurate Representations – A registrant shall not knowingly make an inaccurate representation about services provided by the registrant.

38 – Error, Misrepresentation, Fraud, Etc. – 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.

39 – Unprofessional Conduct, Etc. – 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.

### **EXHIBITS**

1. Allegation Statement, dated September 28, 2015
2. Notice of Hearing, dated March 18, 2016
3. Registrar’s Book of Documents, dated November 16, 2015
4. Affidavit of Service re: Allegation Statement
5. Affidavit of Service re: Registrar’s Book of Documents
6. Letter to the Parties, dated February 9, 2016
7. Email from Broker of Record to RECO Compliance Officer, dated March 29, 2016
8. Amended Allegation Statement, dated April 18, 2016
9. Affidavit of Service re: Amended Allegation Statement
10. Letter to Eric Yee Lai Wong and Dipak Parmar, dated April 14, 2016

### **OPENING STATEMENT BY THE REGISTRAR, REBBA 2002**

The Registrar confirmed that Mr. Wong was registered with Brokerage A. Buyer A and Buyer B both filed similar complaints with respect to a written promise of referral or “kick-back” of commissions. These complaints were filed with RECO on March 3, 2014 Buyer A Complaint and May 20, 2014 Buyer B Complaint.

The Registrar alleged the following:

#### **BUYER A COMPLAINT**

Buyer A purchased 4-D Road for \$361,990.00. Buyer A is the son of the original buyer, Individual A, who was later replaced by Buyer A.

A referral agreement completed on Brokerage A letterhead, dated June 15, 2011, confirmed that a 2% referral fee will be paid on closing. This agreement was signed by Eric Yee Lai Wong. The transaction closed in 2012. Mr. Wong failed to honour the agreement.

#### BUYER B COMPLAINT

Buyer B purchased: 1-A Street for \$379,900.00; 2-B Street for \$525,900.00; and 3-C Street for \$1,308,990.00.

Mr. Wong prepared and signed on Brokerage A letter head referral agreements for all the purchases:

- a. For the 1-A Street sale, commission rebate was 1% of the sale price;
- b. For the 2-B Street sale, commission rebate was 1.5% of the sale price; and
- c. For the 3-C Street sale, commission rebate was 1% of the first commission payout, 1% of the second builder payout and a fee of \$3,990.00 on the final closing.

Mr. Wong failed to honour these agreements.

The Registrar alleged that at the time that Mr. Wong was contacted regarding the complaints, Mr. Wong responded on April 2, 2014 and June 30, 2014 to RECO, stating that there were no legitimate referral forms signed.

The Registrar also submitted that Mr. Wong did not supply any supporting documents and further he was not responsive to RECO or to his Brokerage.

#### **WITNESSES FOR THE REGISTRAR, REBBA 2002**

##### **1. Investigator A**

##### **Examination-in-chief**

Investigator A has been an investigator with RECO for 13 years and prior worked at the City-A Police Service. In March of 2015, Investigator A was assigned to investigate the Buyer A and Buyer B's complaints.

Investigator A testified that these were similar cases with the promise of commission rebates that were never received.

Investigator A contacted Eric Wong and the Broker of Record at Brokerage A. Investigator A could not contact Mr. Wong. The Broker of Record also confirmed that he could not contact Mr. Wong.

On April 17, 2015, Investigator A confirmed that he contacted Mr. Wong via email and conducted an interview at the RECO offices. At that time, Mr. Wong confirmed to Investigator A that he had one active listing and traded in Country A as well. Mr. Wong also indicated that he introduced clients to new builders.

The Broker of Record provided the trade records. The sum of \$79,922.00 was the total commissions collected and paid out to Mr. Wong regarding the relevant transactions.

Buyer A and Buyer B have not been paid to date nor has Mr. Wong made any contact with his broker of record.

(Exhibit 3, Tab 7) Investigator A also testified that Individual B is a relative of Mr. Wong, unlicensed and not registered.

## **2. Buyer B**

### Examination-in-chief

Buyer B has operated an optical store for approximately 14 years. She was the buyer of three preconstruction condos: 1-A Street, 2-B Street, and 3-C Street. Buyer B was referred to Mr. Wong by a customer of her store.



Buyer B confirmed that she received a letter dated February 28, 2011 regarding 1-A Street, which indicated that a 1% rebate would be returned to her. She said the letter authored by Eric Wong and Individual B confirmed the 1% rebate. (Buyer B was expecting a \$3,700.00 rebate for the 1-A Street purchase.

Buyer B further confirmed receiving a second letter dated February 28, 2011, for the 2-B Street purchase, promising a 1.5% rebate on this purchase. Buyer B was expecting \$7,000.00 rebate, which was not received. (Exhibit 3, Tab 7)

Finally, Buyer B confirmed receiving a third letter dated February 28, 2011, for the 3-C Street purchase, promising a rebate of 2% plus \$3,990.00. (Exhibit 3, Tab 7)

Buyer B does not recall signing any Buyer Representation Agreements for any of the three properties.

After the closing of these properties, Buyer B contacted Mr. Wong to collect these commission rebates; this was two years ago.

Mr. Wong told Buyer B that he gave the money to his partner and he said that his partner took it. Buyer B threatened to take legal action. She hired a paralegal and contacted Brokerage A. She was told by the Branch Manager that they could not help her and that a lot of clients were looking for Mr. Wong. She was told that Brokerage A had also been trying to reach Mr. Wong.

Buyer B sought legal action, however with a deadline and being unable to contact Mr. Wong, the legal representative was unable to serve Mr. Wong with papers. Buyer B confirms she made no further attempts to collect the approximately \$42,000.00 to \$44,000.00 she was promised.

### **3. Buyer A**

#### **Examination-in-chief**

Buyer A works as a financial adviser for the bank. Mr. Wong represented Buyer A's mother in the purchase of 4-D Road, a pre-construction condo. An Agreement of Purchase and Sale dated June 4, 2011 for a purchase price of \$361,900.00 was prepared and amended to add Buyer A. It was signed on June 7, 2011.

Buyer A confirmed that he received a referral agreement dated June 15, 2011 signed by Mr. Wong on Brokerage A's letterhead, promising a 2% reimbursement on the purchase of 4-D Road.

After completion of the purchase, Buyer A testified that he tried to contact Mr. Wong many times. He was told on one occasion by Mr. Wong that he would pay him in December, but then Mr. Wong disappeared. Buyer A testified that this was the last time he spoke with Mr. Wong. The sale of the property closed in late 2013.

#### **SUBMISSIONS OF THE REGISTRAR, REBBA 2002**

It was submitted that Mr. Wong provided agreements to rebate his commissions to the buyers, Buyer A and Buyer B, on a total of four transactions. All referral agreements were signed by Mr. Wong and/or Individual C, although Individual C is not a registrant. Mr. Wong knew exactly what he was doing and how the rebates were to be paid. Furthermore, the Registrar submitted that Mr. Wong failed to enter into a Buyer Representation Agreement with Buyer A and Buyer B contrary to Section 2 of the Code of Ethics, but he submits that a signed BRA is not necessary in order for Wong to be required to fulfil his agreements.

It is submitted that Mr. Wong contravened Section 3 of the Code of Ethics by failing to treat Buyer B and Buyer A with fairness and honesty and integrity with respect to the trades since he promised in writing a rebate of his commissions earned and failed to provide such rebates. He also failed to respond to calls and e-mails from Buyer A, Buyer B, RECO, the Broker of Record, and Investigator A.

It is alleged that Mr. Wong contravened Section 4 of the Code by failing to protect the best interests of his clients in agreeing to provide rebates and in failing to do so.

It is alleged that Mr. Wong contravened Section 5 of the Code by failing to provide conscientious and competent service when he failed to rectify the issues of the outstanding commission rebates owed and when he ignored all call and emails from all parties involved, including his Broker of Record.

It is alleged that Mr. Wong contravened Section 35 of the Code by failing to be financially responsible in the conduct of business in promising in writing to provide commission rebates and in failing to do so.

It is alleged that Mr. Wong contravened Section 37 of the code by failing to accurately provide services offered by him and promising in writing rebates on the commissions and never fulfilling his agreements.

It is alleged that Mr. Wong contravened Section 38 of the code when he failed to prevent error, misrepresentation, fraud or unethical practice with respect to a trade in real estate by making promises to rebate a portion of his commissions on four transactions, when he knew that he would not fulfill those promises. This was alleged to be an attempt to entice the buyer and it is suggested that he acted recklessly, knowing that his promises made were not going to be kept.

It is also alleged that this conduct described above is also a contravention of Section 39 of the Code of Ethics, being conduct that is graceful, 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 sub Section 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.

### **FINDINGS BY THE PANEL**

Having carefully considered the testimony of the witnesses at the Hearing, and the documentary evidence, the Panel has arrived at the following conclusions:

The majority of the evidence presented at the Hearing was the testimony of the two complainants Buyer A and Buyer B. In addition to the two complainants, the Panel heard the testimony of Investigator A, the investigator assigned to the file who presented evidence.

The Panel finds that through the evidence presented for both complaints, both oral and written, the Registrar has proven all of the allegations set out in the Amended Allegation Statement.

The testimony provided by the witnesses and the promissory rebates signed by Mr. Wong support the Panel's decision.

Mr. Wong never showed up to defend himself. Mr. Wong never responded to his clients except on one occasion and when he did, he lied to them about when they were to be paid. This in itself confirms that Mr. Wong acknowledged the rebates owing to his clients and further confirms his blatant disregard for the clients.

Although Mr. Wong did not attend to defend himself, the testimony of the witnesses called (set out above) and the documents entered into evidence confirmed a pattern of behaviour on his part, which displayed a complete disregard for rules, honouring agreements, dealing with the consumers, and responding to anyone who tried to reach him, including consumers and his broker,

Mr. Wong prepared promissory commission rebates on Brokerage A's letterhead. Mr. Wong never honoured these agreements. Furthermore, Mr. Wong's Broker of Record was unaware of any agreements he made. Based on the evidence presented, Mr. Wong had no intention of honouring the agreements he made.

According to the evidence submitted from Mr. Wong's Broker of Record, Mr. Wong was paid commissions on both transactions for Buyer A and Buyer B and the Broker of Record was trying to get hold of Mr. Wong, on both these matters.

As came through in the evidence of Investigator A, the investigator for RECO, the one occasion that Mr. Wong did speak with Investigator A, he stated that the commission rebate agreements he made were not valid because they were not issued on proper Real Estate Association forms. With that said, the Real Estate Association does not have any forms relating to commission rebates.

Buyer A testified that he spoke with Mr. Wong once and was promised payment in December. He never heard from him again.

Buyer B testified that Mr. Wong told her he gave the money to his partner but there was never any evidence to substantiate this, and in any event, Buyer B never got the money.

Regarding the specific Sections of the Code of Ethics, the Panel finds:

2.(1) Brokers and Salespersons

The evidence established to the satisfaction of the Panel that Mr. Wong breached this Section of the Code of Ethics by failing to honour his commission rebate agreements to both his clients, by failing to respond to them when they called to collect and by putting his Brokerage in jeopardy of further complaint(s) by not responding to his Broker of Record or staff. The evidence disclosed that Mr. Wong's Broker of Record was completely unaware of any commission rebates promised by Mr. Wong, even though the commission rebate letters were on company letterhead.

Sections 14 & 15 - Buyer Representation Agreements:

Mr. Wong breached these Sections as the evidence presented disclosed that Mr. Wong (even by his own admission in his statements given in response to the complaints) failed to have his clients under a proper representation agreement which contravenes the act and by putting his Brokerage at peril. Further, according to the testimony of Investigator A when questioned about this, Mr. Wong stated that since the buyers were not under contract with him, the agreements he made with them with respect to rebates were not valid. This contravenes what he told both of his clients about the rebates and how he put those promises into writing. The evidence proves, as set out above, that this conduct on the part of Mr. Wong also breached the following Sections of the Code of Ethics:

- 3. Fairness and Honesty
- 4. Best Interests
- 5. Conscientious and Competent Service
- 35. Financial Responsibility
- 37 (1) & (2) Inaccurate Representation
- 38. Error, Misrepresentation, Fraud Etc.
- 39. Unprofessional Conduct

## **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 five (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 Hearings.

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

*[Released: March 3, 2017]*



Real Estate Council of Ontario

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**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:**

**REGISTRAR UNDER THE *REAL ESTATE AND BUSINESS BROKERS ACT, 2002***

**- AND-**

**ERIC WONG**

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**DISCIPLINE DECISION AND REASONS FOR DECISION**

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The Panel held a teleconference on May 31, 2017 to discuss the written submissions by all Parties with respect to Penalty and Costs. The Panel decided as follows:

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**ORDER:** Fine of \$20,000.00 for each complaint for a total of \$40,000.00 payable to RECO within three months of sending this decision.

Provide RECO with confirmation of enrollment in the Real Estate Institute of Canada "REIC 2600: "Ethics and Business Practice" classroom course within one month of the sending this decision.

Successful completion of the Real Estate Institute of Canada "REIC 2600: "Ethics and Business Practice" classroom course and provide RECO with confirmation of successful completion within six month of sending this decision.

**WRITTEN REASONS:**



## **REASONS FOR DECISION**

### **PENALTY & COSTS**

#### **INTRODUCTION**

The Panel met, via teleconference, on May 31, 2017 at 3:00 p.m. to review the written submissions on penalty. The Panel considered the Submissions on Penalty received from the Registrar. Mr. Wong did not provide any Submissions on Penalty.

The Panel has unanimously agreed with the Registrar's Submission on Penalty and the sanctions sought.

#### **Panel's Decision on Penalty**

The Panel is in agreement that Mr. Wong be fined \$20,000.00 for each of the complaints that were filed by Buyer A and Buyer B. A total penalty of \$40,000.00 shall be issued with three (3) months to pay.

In addition to the monetary penalty, the Panel has also agreed that Mr. Wong must complete the Ethics and Business Practice course offered by the Real Estate Institute of Canada. Mr. Wong must provide proof of registration for the course within 30 days of receipt of this Decision. Mr. Wong will have six (6) months to complete said course.

#### **Reasons:**

Mr. Wong showed wanton disregard for the profession and the disciplinary process at RECO. He did not appear for two (2) scheduled Pre-Hearings.

Also, Mr. Wong did not appear at the formal Hearing to respond to the allegations.

More importantly, Mr. Wong showed no empathy or regard for his clients. He made promises in writing, for commission rebates and did not fulfill his promises. The commissions earned through Mr. Wong's dealings with the complainants totalled \$93,000.00. Mr. Wong did not give any of the \$93,000.00 to the buyers.

The Panel reviewed and has relied on previously decided cases in coming to its conclusions on penalty. Also, the *viva voce* evidence provided by the witnesses and the facts presented at the Hearing were given serious consideration. The lack of response from Mr. Wong is troubling and shows his unwillingness to correct the situation and to uphold the standards of the profession

**In coming to its conclusions, the Panel reviewed and considered the principles governing penalties as discussed in the Suzette Thompson Decision as follows:**

**1. The nature and gravity of the breaches of the Code of Ethics:**

Mr. Wong failed in his duty to both clients. He provided written promises to pay his clients incentives but failed to follow through or follow up with the clients. He did not promote the best interests of his clients by dealing fairly with them therefore failing in his professional duties. The failure to fulfill promises made by a real estate professional is a very grave breach of ethics.

**2. The role of the offending member in breaches:**

Mr. Wong took no responsibility in his role or in executing his duties by way of fulfilling his promises to pay the commission rebates. When asked about the written promises to pay the rebates when interviewed, Mr. Wong claimed that no final amount was actually agreed upon or that there was not a legitimate agreement in place.

Whether the signed paperwork was legal or legitimate it was the buyers' belief that it was. His actions were consistent with each of the complainants. He is the only party who acted inappropriately.

**3. Whether the offending member suffered or gained as a result of the breach:**

Mr. Wong suffered no loss and in fact earned substantial commissions on the transactions at issue.

**4. The impact of the breaches on complainants or others:**

The complainants were not paid what they were promised.

**5. The need for there to be specific deterrence to protect the public:**

Mr. Wong's attitude throughout makes clear that he needs to specifically be sent a strong message to cease this sort of behaviour.

**6. The need for there to be general deterrence to protect the public:**

Mr. Wong's conduct was unacceptable. He failed to recognize the disciplinary process as he did not appear for any of the hearings scheduled by RECO. Further, he failed to honour his agreements with his clients. There was a complete lack of care or interest in his dealings with the public. This conduct must be shown to the profession to be completely unacceptable.

**7. The need to maintain the public's confidence in the integrity of the profession:**

Mr. Wong received two separate complaints consisting of the same issue. He was not interested in the rules of the profession or honoring his clients. He had a fiduciary duty which he did not fulfill when representing his clients. Justice must be seen to be done and the public must feel confident that this type of behaviour will not be tolerated in the real estate profession.

**8. The degree to which the breaches are regarded as outside the range of acceptable conduct:**

Mr. Wong made no attempts whatsoever to pay, comply or explain to his clients. Rather, he misled his clients and ignored RECO during this entire process. The Panel is suggesting that Mr. Wong, by his actions, brought the real estate profession into disrepute.

#### **9. The range of sanctions in similar cases:**

As discussed above, in coming to its conclusions, the Panel reviewed the Suzette Thompson Decision as well as the following Decisions referenced by the Registrar: Susan Van Zaanen, Donald Clinton Hewie, Stephen Chung, and Nadia Deyhori.

[Released: September 12, 2017]