



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 -

XIN LI (also known as SHIN LI)

DISCIPLINE DECISION AND REASONS FOR DECISION

Subject to Rule 4.02 of the Discipline and Appeals Committee Rules of Practice (*REBBA 2002*), I, the Chair of the Discipline Committee (*REBBA 2002*) have reviewed and considered the Agreed Statement of Facts and Penalty together with the Waiver of Hearing submitted by the Parties to this proceeding and provide the following Order:

FINDINGS: In violation of Sections 3, 4 and 38 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$10,000.00 payable to RECO on or before March 11, 2019.

WRITTEN REASONS: *attached*

REASONS FOR DECISION

INTRODUCTION

This matter proceeded on the basis of an Agreed Statement of Facts and Penalty and Waiver of Hearing, pursuant to Rule 4.02 of the Rules of Practice (*REBBA 2002*).

The Agreed Statement of Facts and Penalty read:

AGREED STATEMENT OF FACTS AND PENALTY

1. Xin Li ("Li") is and was at all relevant times registered as a salesperson under the Act, and was employed by Brokerage A.
2. Li represented the seller in listing for sale the residential property known as 1-A Avenue, City A (the "Property").

3. On February 18, 2016, Li listed the Property for sale on the Multiple Listing Service (“MLS Listing”). Within the MLS Listing, Li included the following statement:

“Offer If Any Will Be Reviewed On Feb 24th at 7Pm, Reg By 5Pm, Seller Reserves The Right To Take Any Pre-Emptive Offer At Any Time, Sche B & Form 801. All Offers Be Presented To Seller Only By L/A” [sic]

4. Around 3:30 p.m. on February 18, 2016, Representative A, who was also registered as a salesperson under the Act, called Brokerage A to schedule a viewing of the Property for later that same day.
5. After being told there were no available showings for that day, Representative A booked a 30 minute appointment for 9:00 a.m. the next day (“Appointment”). Representative A received confirmation of his Appointment at 4:00 p.m. on February 18, 2016.
6. As it turned out, four other appointments for the purpose of viewing the Property by prospective purchasers were scheduled for this day.
7. Representative A proceeded to then call Li in an attempt to gather more information about the Property. In doing so, Representative A left Li a voice message. Li, however, was unresponsive, and Representative A’s call was never returned.
8. Then, at approximately 8:30 p.m. on February 18, 2016, Representative A received a message that the Property was sold, and that the Appointment had been cancelled.
9. Upon receiving this message, Representative A once again called Li’s cell phone. Li apologized for not answering Representative A’s call earlier, and mentioned that he was busy in a deal. After a brief conversation, Representative A gathered that Li had prepared an offer for one of his own buyer client who had seen the Property earlier that afternoon. Li and his client had reached a deal on the Property that same night. The MLS database reflected that the Property sold on February 20, 2016. Although the amount the Property sold for was suppressed on the MLS Listing, it sold for \$1,340,000.

SUMMARY OF AGREEMENTS

It is agreed as follows:

1. That Li, on behalf of the Listing Brokerage violated Sections 3, 4, and 38 of the Code of Ethics by:
 - a) Failing to notify all individuals who expressed an interest in the Property at any relevant time that an offer was registered on the Property and that the offer was from his own buyer client.
 - b) Failing to respond to the Representative A’s voice mail message within a reasonable time and or failing to notify Representative A that a written offer had been registered and/or received for the Property at the time Representative A was setting an appointment to view the Property for the following morning.

- c) Failing to obtain written instructions that his client wished to review offers earlier than outlined on the MLS Listing.

AGREED PENALTY

XIN LI (also known as SHIN LI), the Respondent, be ordered to pay a penalty of \$10,000.00 on or before March 11, 2019.

By initials below, I, XIN LI (also known as SHIN LI), acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.

[Respondent's Initials]

By initials below, I, XIN LI (also known as SHIN LI), agree, understand, acknowledge and consent to waive the requirement for a hearing and to request an Order from the Chair of the Discipline Committee that includes this Agreed Statement of Facts and Penalty as a final settlement of this matter.

[Respondent's Initials]

By initials below, I, XIN LI (also known as SHIN LI), acknowledge that I was aware of my right to be represented by Counsel or agent in this matter.

[Respondent's Initials]

By signature below, the Parties agree, acknowledge, understand and consent to the final settlement of this matter by way of this Agreed Statement of Facts and Penalty.

[The Agreed Statement was duly signed by the Parties.]

DECISION OF THE CHAIR

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee (*REBBA 2002*) concluded that the Respondent breached Sections 3, 4 and 38 of the *REBBA 2002* Code of Ethics. The Chair of the Discipline Committee (*REBBA 2002*) is also in agreement with the joint submission of the Parties as to penalty and accordingly makes the following order:

1. XIN LI (also known as SHIN LI) is Ordered a Fine of \$10,000.00 payable to RECO on or before March 11, 2019.

[Released: March 14, 2018]