

**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*
S.B.C. 2004, c. 42
AND**

**IN THE MATTER OF
LESLIE ANN BROCK**

CONSENT ORDER

RESPONDENT: Leslie Ann Brock, representative,
Colyvan – Urban Properties Ltd.,
while licensed with Park Place
Property Services Ltd.

DATE OF REVIEW MEETING: September 23, 2013

DATE OF CONSENT ORDER: November 5, 2013

CONSENT ORDER REVIEW COMMITTEE: M. Cowe
S. McGougan, Chair
D. Rishel
R. Valouche

ALSO PRESENT: R.O. Fawcett, Executive Officer
E. Wredenhagen, Director, Legal
Services
J. Worton, Legal Counsel for the Real
Estate Council

PROCEEDINGS:

On September 23, 2013 the Consent Order Review Committee (the “Committee”) resolved to accept the Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver (“ASF”) submitted by Leslie Ann Brock.

WHEREAS the ASF, a copy of which is attached hereto, has been executed by Leslie Ann Brock and on behalf of the Council;

NOW THEREFORE, the Committee having made the findings proposed in the attached ASF, and, in particular, having found that Leslie Ann Brock committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that Leslie Ann Brock:

1. be reprimanded;
2. pay a discipline penalty to the Council in the amount of \$1,000.00 within ninety (90) days of the date of this Order; and
3. pay enforcement expenses of this Consent Order to the Council in the amount of \$1,250.00 within sixty (60) days from the date of this Order.

If Leslie Ann Brock fails to comply with any of the terms of the Order set out above, the Council may suspend or cancel her licence without further notice to her, pursuant to sections 43(3) and 43(4) of the *Real Estate Services Act*.

Dated this 5th day of November, 2013 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

“Susan McGougan”

S. McGougan, Chair
Consent Order Review Committee

Attch.

File #11-353

**IN THE MATTER OF THE REAL ESTATE SERVICES ACT
S.B.C. 2004, c. 42**

IN THE MATTER OF

**LESLIE ANN BROCK
(099920)**

**AGREED STATEMENT OF FACTS,
PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER**

The following agreement has been reached between Leslie Ann Brock (“Ms. Brock”), and the Real Estate Council of British Columbia (the “Council”).

- A. Ms. Brock hereby consents to an Order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* that she be reprimanded, and that she pay a discipline penalty to the Council in the amount of \$1,000.00 within ninety (90) days of the date of the Order herein . Further Ms. Brock consents to an Order that she pay enforcement expenses to the Council in the amount of \$1,250.00 within sixty (60) days of the date of the Order herein. Ms. Brock further consents to an Order that if she fails to comply with any of the terms of the Order set out above, a Discipline Hearing Committee may suspend or cancel her license without further notice to her pursuant to section 43(3) and 43(4) of the *Real Estate Services Act*.
- B. As a basis for this Order, Ms. Brock acknowledges and agrees that the facts set forth herein are correct:
 - 1. Ms. Brock was at all relevant times licensed as a representative with Park Place Property Services Ltd. (“Park Place”).
 - 2. Ms. Brock’s licensing history is as follows:

<u>Start Date</u>	<u>End Date</u>	<u>Licensing History</u>	<u>Licence Level</u>	<u>Licence Category</u>
09/04/2012	Present	Pacific Quorum Properties Inc. (X026846)	Representative	Rental, Strata

07/02/2006	09/04/2012	Park Place Property Services Ltd. (X026664)	Representative	Rental, Strata
22/09/1998	07/02/2006	Park Place Property Services Ltd. (X026664)	Representative	Rental
12/05/1998	21/09/1998	*** Unlicensed ***		
30/07/1996	11/05/1998	Bayside Property Services Ltd. (X010545)	Representative	Rental
21/07/1996	29/07/1996	*** Unlicensed ***		
21/07/1992	20/07/1996	Bayside Property Services Ltd. (X010545)	Representative	Rental

3. Ms. Brock was a licensee of Park Place and also the sole owner of Park Place. On or around February 29, 2012 Park Place sold its assets including its management contracts, to a different brokerage (the “New Brokerage”). Park Place intended to assign all of its management contracts to the new brokerage effective April 1, 2012. At least part of the purchase price to be paid by the New Brokerage was contingent on the number of strata corporation clients remaining with the New Brokerage for a period of 8 months.
4. Four of Park Place’s strata corporation clients determined that they did not want to be managed by the New Brokerage, and provide Park Place with termination notices.
5. Ms. Brock suspected that the strata manager of the four strata corporations, may have been responsible for the termination notices, and had also offered to continue to provide services to those clients, through a different brokerage. The strata manager denies this to be the case. Ms. Brock states that the strata manager also turned down the opportunity to be interviewed by the New Brokerage.
6. The service agreements with the four strata corporation clients provided that *“the Strata Corporation, during the Term of this agreement and for a period of two (2) years after termination hereof, will not engage or contract directly or indirectly with any present or past employee of the Agent, to perform services the same as or similar to the services the employee performed for the Agent unless agreed to in writing by the Agent.”*
7. Ms. Brock terminated the strata manager’s employment with Park Place.

8. On March 28, 2012, Park Place sent a letter to all of the owners of the four strata corporation clients, without the authorization of the strata councils. Ms. Brock states that her intention in writing the letters was to remind the owners of their contractual obligations as set out in their respective written services agreements.
 9. The letter to all four strata corporation owners stated, in part : *“In the event that our contract is breached, Park Place Property Services Ltd is fully prepared to take legal action against the employee and strata corporation, as the loss of any contract is a direct financial loss to Park Place Properties and myself.”*
 10. Ms. Brock has no previous discipline history with the Council.
- E. Proposed Acceptance of Findings and Waiver
1. Based on the Agreed Statement of Facts as outlined herein, and without making any admissions of liability, Leslie Ann Brock is prepared to accept the following findings if made against her by the Council’s Consent Order Review Committee:
 - (a) Leslie Ann Brock, committed professional misconduct within the meaning of section 35(1)(a) of RESA in that she contravened section 3-3(1)(c) of the Council Rules in that she acted outside the scope of the authority given to her by Park Place’s strata corporation clients: NW 253, BCS 2039, VAS 2874, and NW 2204 (together the “Clients”), by sending correspondence to some or all of the strata lot owners of the Clients, or any of them, on March 28, 2012, with respect to the termination of Park Place’s management agreement with the Clients, without the authority of the Clients or any of them.
 2. Ms. Brock hereby waives her right to appeal pursuant to section 54 of the *Real Estate Services Act*.
 3. Ms. Brock acknowledges that she has a right to seek independent legal advice before signing this Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver.
 4. Ms. Brock acknowledges and is aware that the Council will publish the Consent Order and penalty herein in its Report from Council newsletter, on the Council’s website, and on CanLII, a website for legal research.
 5. Ms. Brock acknowledges and is aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the *Real Estate Services Act*, to appeal any decision of the Council, including this Agreed Statement of Facts, Proposed Acceptance of Findings, and Waiver and Consent Order.

6. The Agreed Statement of Facts and Proposed Acceptance of Findings contained herein are made for the sole purpose of resolving a complaint being considered by the Council and for that purpose only. Such agreed statement of facts and proposed acceptance of findings cannot be used in any other proceeding of any kind.

“Joni R. Worton” _____
Joni R. Worton, Legal Counsel
Real Estate Council of British Columbia

**As to Part E only (Agreed Statement
of Facts)**

Dated 22 day of August, 2013

“Leslie Ann Brock” _____
Leslie Ann Brock

**As to Parts A, B, and C (proposed penalty,
Agreed Statement of Facts, Proposed
Acceptance of Findings and Waiver)**

Dated 13 day of August, 2013