

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

AND

IN THE MATTER OF

LORI ANN PINTER
(164998)

CONSENT ORDER

RESPONDENT: Lori Ann Pinter, currently unlicensed,
while licensed with Pacific Quorum
Properties Inc.

DATE OF REVIEW MEETING: May 17, 2017

DATE OF CONSENT ORDER: May 17, 2017

CONSENT ORDER REVIEW COMMITTEE: R. Holmes, Q.C., Chair
E. Mignosa
T. Styffe
M. Leslie

ALSO PRESENT: E. Seeley, Acting Executive Officer
G. Thiele, Director, Legal Services
Esther Jeon, Legal Counsel for the Real
Estate Council

PROCEEDINGS:

On May 17, 2017, the Consent Order Review Committee (“Committee”) resolved to accept the Agreed Statement of Facts, Proposed Acceptance of Findings and Waiver (“ASF”) submitted by Lori Ann Pinter.

WHEREAS the ASF, a copy of which is attached hereto, has been executed by Lori Ann Pinter 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 Lori Ann Pinter committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*, orders that she:

1. be reprimanded;
2. pay a discipline penalty to the Council in the amount of \$2,500 within ninety (90) days of the date of this Order;

3. be under the direct supervision of a managing broker for a period of not less than one year following reinstatement or issuance of her licence, as more particularly described in the terms of the Enhanced Supervision attached as Schedule 1 to this Order. Ms. Pinter further agrees that the terms of Enhanced Supervision form part of this consent order, pursuant to section 41 of the RESA;
4. at her own expense, register for and successfully complete the Rental Property Management Services Remedial Education Course provided by Real Estate Division, Sauder School of Business at the University of British Columbia, in the time period as directed by the Council; and
5. pay enforcement expenses to the Council in the amount \$1,500 within sixty (60) days from the date this Order.

If Lori Ann Pinter fails to comply with any term of this Order, 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 17th day of May, 2017 at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

“R. Holmes”

R. Holmes, Q.C., Chair
Consent Order Review Committee

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

IN THE MATTER OF

**LORI ANN PINTER
(164998)(Terminated)**

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

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

- A. Ms. Pinter, as a representative licensed with Pacific Quorum Property Inc. for rental and strata management at the relevant time, hereby consents to an order to be made pursuant to sections 41 and 43 of the *Real Estate Services Act* (the “RESA”) that:
- a. she be reprimanded;
 - b. she pay a discipline penalty to the Council in the amount of \$2,500 within ninety (90) days of the date of this order;
 - c. following reinstatement or issuance of her licence, she be under the direct supervision of a managing broker for a period of not less than one year, as more particularly described in the terms of Enhanced Supervision Condition attached as Schedule 1 to this consent order. Ms. Pinter further agrees that the terms of Enhanced Supervision Condition form part of this consent order, pursuant to section 41 of the RESA;
 - d. at her own expense, she register for and successfully complete the Strata Management Remedial Education Course provided by Real Estate Division, Sauder School of Business at the University of British Columbia, in the time period as directed by the Council.
- B. Ms. Pinter further consents to an Order that she be liable to pay enforcement expenses to the Council in the amount of \$1,500.00 within sixty (60) days from the date of the Order herein.
- C. Ms. Pinter 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 licence without further notice to her pursuant to section 43(3) and 43(4) of the *Real Estate Services Act*.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

D. As a basis for this Order, Ms. Pinter acknowledges and agrees that the facts set forth herein are correct:

1. Ms. Pinter was at all relevant times licensed as a representative for rental and strata management services with the Surrey branch office of Pacific Quorum Properties Inc. (“Pacific Quorum”).
2. Ms. Pinter’s licensing history is as follows:

| Start Date | End Date | Brokerage | Licence Level | Licence Category |
|------------|------------|--|----------------|------------------|
| 12/11/2016 | 20/12/2016 | Pacific Dawn Asset & Property Management Services Inc. (X027350) | Representative | Rental, Strata |
| 10/08/2016 | 11/11/2016 | Pacific Dawn Asset & Property Management Services Inc. (X027350) | Representative | Rental, Strata |
| 03/03/2016 | 09/05/2016 | Touchstone Property Management Ltd. (X026781) | Representative | Rental, Strata |
| 29/01/2016 | 03/03/2016 | Campbell Strata Management Ltd. (X028547) | Representative | Strata |
| 12/11/2014 | 06/08/2015 | Pacific Quorum Properties Inc. (X029453) Surrey | Representative | Strata |

3. This matter relates to an incident which occurred at Pacific Quorum which led to an unauthorized release of funds to the seller of a strata lot located at XXX Royal Avenue, New Westminster, B.C. (the “Property”).
4. Ms. Pinter was designated as the strata manager for the building in which the Property was located.
5. On February 12, 2015, the seller of the property (the “Seller”) entered into a private purchase and sale agreement with the buyer (the “Buyer”). Both parties were represented by their respective notaries.
6. On February 13, 2015, C.W., an unlicensed employee in the “forms department” of Pacific Quorum, requested the Buyer’s notary to hold back \$1,053.46 for a proposed special levy, plus \$54.32 for a proposed fee differential, among other fees. The special levy was for an upgrade to the elevator and its related system (the “Special Levy”).
7. The Special Levy was pending approval at an upcoming Annual General Meeting scheduled for February 17, 2015. The date of completion for the sale of the Property was set for February 19, 2015.
8. On February 17, 2015, the strata corporation approved the Special Levy at the Annual General Meeting, which fees were due and payable on March 1, 2015.
9. On February 19, 2015, the sale of the Property completed. The Buyer’s notary held back \$1,107.78 for the Special Levy from the proceeds of sale, among other fees.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

10. Also on February 19, 2015, the Buyer's notary sent a letter to Pacific Quorum confirming that the sale of the Property had completed and that she was holding back funds for the Special Levy and other fees.
11. On or about February 25, 2015, the Buyer's notary sent another correspondence to Pacific Quorum requesting written confirmation to release the holdback funds.
12. The Buyer's notary was advised to submit her request through "eStrataHub", an online portal utilized by Pacific Quorum for communication and management of strata documents.
13. On February 27, 2015 at 6:25 a.m., the Buyer's notary submitted her request to Pacific Quorum (Surrey) through eStrataHub with a message that read "*I am still holding back funds*".
14. On February 27, 2015 at 9:36 a.m., C.W. responded to the Buyer's notary on eStrataHub with a message that read "*Yes, it is ok to release the holdback*".
15. On February 27, 2015 at 1:29 p.m., the Buyer's notary sent another message to C.W. through eStrataHub which read: "*sorry if I am being a pest. Are you telling me there is no fee increase or levy anymore??*".
16. C.W. did not respond to the question. This was the end of the exchange between the Buyer's notary and C.W. on eStrataHub.
17. On February 28, 2015, the Buyer's notary released the holdback for the Special Levy and other fees to the Seller's notary, which fees amounted to a total of \$1,361.79.
18. The Buyer stated that on or about March 1, 2015, he received a statement from Pacific Quorum indicating that he owed \$1,361.79 to the strata corporation.
19. On March 23, 2015, the Buyer's notary sent a letter to Pacific Quorum expressing her concerns about the amount in arrears. The Buyer's notary explained in the letter that she had released the holdback according to instructions from Pacific Quorum.
20. It does not appear that Pacific Quorum responded to the letter from the Buyer's notary dated March 23, 2015. If there was a response, it was not reduced in writing.
21. On or about August 1, 2015, another brokerage took over the management of the strata corporation (the "New Brokerage").
22. On December 15, 2015, the New Brokerage issued a letter to the Buyer requesting payment of the amount in arrears for the Special Levy and other fees that were outstanding.
23. On December 31, 2015, the Buyer paid the outstanding arrears to the strata corporation.

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

24. On February 10, 2016, the Buyer filed a complaint with the Council against Pacific Quorum for erroneously authorizing the release of the holdback funds to the Seller. According to the Buyer, he made several attempts to contact C.W. to find a resolution regarding the holdback funds, to no avail. The Buyer stated that he was advised by C.W. that she will “look into it” but there was no resolution for over three months. It appears from the Buyer’s statement that he also approached the management of Pacific Quorum but did not receive a response to his e-mails or phone calls.
25. Three managing brokers of Pacific Quorum, C.T., J.P. and K.D., were called into question as a result of this incident. C.T. submitted a response to the Council on behalf of herself, J.P. and K.D., and explained that Pacific Quorum’s “forms department” (where C.W. works as an administrator) is responsible for releasing any undertakings as required. C.T. further explained:

“All this is done under the direction of the licensed members of the brokerage. To date this has been based on predominantly verbal exchanges (sic) as was the case on this file; moving forward we have instituted an email procedure so that there is a written record of the authorizations”.

26. C.T. identified Ms. Pinter as the “*licensed member of the brokerage*” who gave direction to C.W. to release the holdback.
27. Ms. Pinter denied that she gave authorization to C.W. to release the said holdback funds. However, she accepted responsibility for the incident as the strata manager at the relevant time.
28. Ms. Pinter’s licence is currently inoperative and it expires on November 12, 2018.
29. Ms. Pinter does not have a history of disciplinary proceedings 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, Ms. Pinter is prepared to accept the following findings if made against them by the Council’s Consent Order Review Committee:
 - a. Ms. Pinter, as a representative of Pacific Quorum at the relevant time, committed professional misconduct within the meaning of section 35(1)(a) of the *Real Estate Services Act*. In particular:
 - i. contrary to sections 3-3(a) and 3-4 of the Rules, Ms. Pinter failed to act in the best interests of the client and failed to act with reasonable care and skill, in

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

that she allowed holdback funds to be released in error and in particular, she failed to ensure that C.W. obtained correct direction from a licensee or the client before authorizing the said holdback funds to be released to the Seller;

- ii. contrary to sections 3-3(c) of the Rules, Ms. Pinter failed to act only within the scope of the authority given by the client, in that under Ms. Pinter’s direction as the designated strata manager, C.W. caused the said holdback funds to be released to the Seller without authorization.
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- 2. Ms. Pinter hereby waives her right to appeal pursuant to section 54 of the *Real Estate Services Act*.
 - 3. Ms. Pinter 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. Pinter acknowledges and is aware that the Council will publish the Consent Order and penalty herein in the Report from Council Newsletter, on the Council’s website and on CanLII, a website for legal research.
 - 5. Ms. Pinter 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.

2017 CanLII 31796 (BC REC)

“E. Jeon”

**Esther Jeon, Legal Counsel
Real Estate Council of British Columbia**

As to Part D only (Agreed Statement of Facts)

Dated 3 day of April, 2017

“L. Pinter”

Lori Pinter

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

Dated 1 day of April, 2017

AGREED STATEMENT OF FACTS, PROPOSED ACCEPTANCE OF FINDINGS AND WAIVER

Schedule 1: Terms of Enhanced Supervision Condition

From the date of reinstatement or issuance of your licence, whatever the case may be, your licence is subject to the following conditions:

- 1) Ms. Pinter's licence will be restricted to the proposed brokerage noted on her application for re-licensing (the "Application") or another brokerage acceptable to the Council (the "Brokerage"), for a period of not less than one year.
- 2) Ms. Pinter will be subject to direct and enhanced supervision by the managing broker proposed on the Application or otherwise approved by the Council (the "Managing Broker"), as set out in these conditions for a period of not less than one year (the "Enhanced Supervision Period").
- 3) Ms. Pinter must keep the Managing Broker informed of the real estate services that she is providing and other activities she is engaging in. Ms. Pinter must consult with the Managing Broker in advance of making any decision or taking any action in respect of which she has questions or concerns regarding compliance with RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation(s), as well as service agreements and policies and procedures of the Brokerage.
- 4) Ms. Pinter must ensure that all forms and documents that she prepares in relation to a strata corporation client and/or property owner(s) are reviewed by the Managing Broker.
- 5) The Managing Broker must provide quarterly reports to the Council confirming:
 - a. that Ms. Pinter's real estate services have been conducted under the direct and enhanced supervision of the Managing Broker;
 - b. that Ms. Pinter's activities have been carried out competently and in compliance with the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation(s), and in accordance with policies and procedures of the Brokerage;
 - c. that the Managing Broker has reviewed all forms and documents prepared by Ms. Pinter in relation to a strata corporation client or property owner(s).
- 6) The Managing Broker must immediately report to the Council anything of an adverse nature with respect to Ms. Pinter's real estate services, including failure on her part to observe the requirements of the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation, complaints received by the Brokerage, the nature of the complaint and the parties, and how it was resolved.
- 7) The Managing Broker must ensure that Ms. Pinter and her unlicensed or licensed assistants, if any, receive adequate, appropriate and ongoing training with respect to their obligations under the RESA, Regulations, Bylaws, and Rules, and in accordance with the Brokerage's policies and procedures.

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- 8) The Managing Broker must be provided with a copy of these conditions and, prior to the commencement of the Enhanced Supervision Period, must confirm in writing to the Council that he/she has read these conditions, is aware of his/her duties under these conditions, and agrees to accept those duties. Any successor managing broker must also be provided with a copy of these conditions and provide the same confirmation within 14 days of assuming the Managing Broker's duties.
- 9) If for any reason the Managing Broker is unable to perform any of the duties imposed herein, the Managing Broker must immediately advise Council of this inability.
- 10) If the Managing Broker is unable to perform any of these duties due to Ms. Pinter's conduct, the Managing Broker fails to perform his/her duties, Ms. Pinter no longer has an acceptable managing broker or she fails to meet her obligations under these conditions, her licence will be suspended and will remain suspended until all conditions herein are met. Any suspension of Ms. Pinter's licence under this paragraph does not limit the Council's ability to take further disciplinary action for breach of the conditions or of the RESA, the Regulations, the Bylaws, the Rules and all other applicable legislation.