

THE REAL ESTATE COUNCIL OF BRITISH COLUMBIA  
IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*  
SBC 2004, c 42 as amended

AND

IN THE MATTER OF

MEAGHAN HALENA WESTIE  
(171658)

CONSENT ORDER

RESPONDENT: Meaghan Halena Westie, representative,  
Molloy Pemberton Agencies Ltd. dba RE/MAX  
Powell River, while licensed with My  
Hometown Realty Ltd. dba Royal LePage Powell  
River

DATE OF REVIEW MEETING: July 17, 2019

DATE OF CONSENT ORDER: July 17, 2019

CONSENT ORDER REVIEW COMMITTEE: Y. Amlani (Chair)  
R. Hanson  
L. Allen

ALSO PRESENT: E. Duvall  
E. Seeley, Executive Officer  
C. McLaughlin, Manager, Legal Services  
J. Whittow, QC, Legal Counsel for  
the Real Estate Council  
W. McMillan, Legal Counsel for the Respondent  
M. H. Westie, Respondent

PROCEEDINGS:

On July 17, 2019, the Consent Order Review Committee (“CORC”) resolved to accept the Consent Order Proposal (the “Proposal”) submitted by Meaghan Halena Westie.

**WHEREAS** the Proposal, a copy of which is attached hereto, has been executed by Meaghan Halena Westie.

**NOW THEREFORE**, having made the findings proposed in the attached Proposal, and found that Meaghan Halena Westie committed professional misconduct within the meaning of

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section 35(1)(a) of the *Real Estate Services Act*, pursuant to section 43 of the RESA the CORC orders that:

1. Meaghan Halena Westie's license be suspended for thirty (30) days.
2. Meaghan Halena Westie be prohibited from acting as an unlicensed assistant during the license suspension period;
3. Meaghan Halena Westie pay a discipline penalty to the Council in the amount of \$5,000 within ninety (90) days from the date of this Order;
4. Meaghan Halena Westie, at her own expense, register for and successfully complete the course: REIC2600 Ethics in Business Practice, as provided by the Real Estate Institute of Canada in the time period as directed by the Council;
5. Meaghan Halena Westie, at her own expense, register for and successfully complete the Real Estate Trading Services Course, as provided by Sauder School of Business at the University of British Columbia in the time period as directed by the Council; and
6. Meaghan Halena Westie pay enforcement expenses to the Council in the amount of \$1,500 within sixty (60) days from the date of this Order.

If Meaghan Halena Westie 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 RESA.

Dated this 17<sup>th</sup> day of July, 2019, at the City of Vancouver, British Columbia.

ON BEHALF OF THE CONSENT ORDER REVIEW COMMITTEE

"Yasin Amlani"

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Yasin Amlani  
Consent Order Review Committee

Attch.

**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*  
SBC 2004, c 42 as amended**

**IN THE MATTER OF**

**MEAGHAN HALENA WESTIE  
(171658)**

**CONSENT ORDER PROPOSAL BY MEAGHAN HALENA WESTIE**

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**BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Meaghan Halena Westie ("Ms. Westie") to the Consent Order Review Committee ("CORC") of the Real Estate Council of British Columbia (the "Council") pursuant to section 41 of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, Ms. Westie and the Council have agreed upon the following facts:

1. Ms. Westie (171658) has been licensed continuously as a trading representative since 2015.
2. Ms. Westie was at all relevant times licensed as a representative with My Hometown Realty Ltd. dba Royal LePage Powell River ("My Hometown Realty").
3. This matter relates to Ms. Westie's conduct as a limited dual agent in the sale of a property located on XXXX Road in Powell River, British Columbia (the "Property"). The Property was owned by AA and BB (together, the "Sellers") who decided to sell the Property as they were proceeding with a divorce.
4. On September 6, 2016, the Sellers entered into a Multiple Listing Contract with My Hometown Realty for the sale of the Property and signed a Working With a Realtor form in which Ms. Westie was identified as the Designated Agent.
5. At this time and throughout the period in question, BB and the Sellers' adult daughter (the "Daughter") were away on a trip in rural Ontario and at times in areas with poor connection but were otherwise available to communicate by phone or text on the Daughter's cell phone. AA no longer lived in the Property but she was in BC and was available to provide instructions to Ms. Westie.
6. On September 12, 2016, the Property was listed on the MLS® at \$449,900.

7. Ms. Westie had already been working with a buyer, KP (the "First Buyer"), who was looking to purchase a property in the area. Ms. Westie introduced the First Buyer to the Property and he became interested.
8. On September 15, 2016, a Limited Dual Agency Agreement was entered into in which Ms. Westie was designated as a limited dual agent to facilitate the purchase and sale of the Property between the Sellers and the First Buyer.
9. Also on September 15, 2016, the First Buyer made an offer to purchase the Property for \$429,000, with a deposit of \$5,000 due within five days of acceptance.
10. On September 16, 2016, Ms. Westie presented the First Offer to the Sellers. The Sellers countered at \$447,000.
11. On the morning of September 17, 2016 the First Buyer countered again at \$440,000, which was open for acceptance until 5:00 pm on September 17, 2016. Ms. Westie promptly relayed this to AA and advised AA that she would be showing the Property to another party at 1:00 pm.
12. At about 1:00 pm, Ms. Westie showed the Property to another prospective buyer (the "Second Buyer").
13. At 2:51 pm, Ms. Westie and AA spoke by telephone. Ms. Westie informed AA that the Second Buyer was interested in the Property. AA indicated to Ms. Westie that the Sellers would like to make a further counter offer to the First Buyer at \$442,000. Ms. Westie began to prepare the documents for the signatures of the Sellers to effect this counter offer (the "Counter Offer").
14. Ms. Westie confirmed with the First Buyer that if the Counter Offer was presented to him, he would accept it.
15. At 4:53 pm, Ms. Westie received a telephone call from another licensee, RC, who said that he would be submitting an order on behalf of the Second Buyer.
16. Over the balance of September 17, 2016 Ms. Westie sent further communications to each of AA and BB to procure their signatures on the Counter Offer.
17. AA signed and returned the Counter Offer via DocuSign at 5:05 pm on September 17, 2016. (DocuSign is a cloud service that provides electronic signature technology and digital transaction services for the electronic signing and exchange of documents.)
18. At some time between 4:58 and 5:26 pm, Ms. Westie received the offer from the Second Buyer by email from RC, at a price of \$440,000, open until 10 pm September 18, 2016 (the "Second Offer"). She did not forward the email or otherwise provide a copy of the Second Offer to the Sellers until September 18, 2016, after they had entered a contract of purchase and sale with the First Buyer.

19. A telephone conversation took place between Ms. Westie and AA at 6:25 pm on September 17, 2016. Ms. Westie says that she disclosed the Second Offer to AA in this call, but this is denied by AA. That evening, Ms. Westie telephoned BB but did not reach BB.
20. At 7:56 am on September 18, 2016, BB signed and returned the Counter Offer via DocuSign.
21. At 8:02 am, Ms. Westie presented the Counter Offer to the First Buyer, who accepted it.
22. At 8:10 am, Ms. Westie notified AA and BB by email and text that the Second Offer had been received, that the Counter Offer was now accepted, and she advised them to treat the Second Offer as a back up offer.
23. Over the course of September 18, 2016, through their agents, AA and BB and the Second Buyer negotiated a back up offer at a price of \$447,500.
24. The Counter Offer from the First Buyer proceeded to completion.
25. On or about September 19, 2016, the Sellers raised concerns with the representative of the Second Buyer and Ms. Westie's managing broker. Ms. Westie's managing broker removed Ms. Westie from the transaction and facilitated the remainder of the deal on behalf of the Sellers and the First Buyer. The managing broker did not charge the Sellers any commission for the sale.
26. The managing broker reported Ms. Westie's conduct to the Council on September 21, 2016. Ms. Westie's licence was transferred to another brokerage on September 30, 2016.
27. A Notice of Discipline Hearing was issued on November 22, 2018 and served on Ms. Westie.
28. Ms. Westie has no prior disciplinary history with the Council.

### **PROPOSED FINDINGS OF MISCONDUCT**

For the sole purposes of the Proposal and based on the Facts outlined herein, Ms. Westie proposes the following findings of misconduct be made by the CORC:

1. Ms. Westie committed professional misconduct within the meaning of section 35(1)(a) and/or (c) (*deceptive dealing*) of the RESA in that, while licensed as a representative with Royal LePage Powell River and acting as the responsible representative pursuant to a listing agreement made between the brokerage and the sellers, AA and BB (the "Sellers"), dated September 6, 2016 in relation to property located on XXXX Road in Powell River (the "Property"), and after the Sellers and KP, a potential buyer, consented to a limited dual agency relationship with her in an agreement dated September 15, 2016,
  - a. on or about September 17, 2016, she sought the Sellers' agreement to a sale of the Property to KP without disclosing to both Sellers that she had received or was expecting to receive an offer to purchase the Property from a different

person (the "Second Offer"), contrary to sections 3-3(a), 3-3(f) and 3-3(g) of the Rules;

- b. she failed to provide the Second Offer to the Sellers until after an offer to purchase the Property from KP was accepted by the Sellers, contrary to section 3-3(a), 3-3(i) and 3-4 of the Rules.

### **PROPOSED ORDERS**

Based on the Facts herein and the Proposed Findings of Misconduct, Ms. Westie proposes that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the CORC, pursuant to section 43 of the RESA:

1. Ms. Westie's licence be suspended for 30 days.
2. Ms. Westie be prohibited from acting as an unlicensed assistant during the licence suspension period.
3. Ms. Westie pay a discipline penalty to the Council in the amount of \$5,000 within ninety (90) days of the date of this Order.
4. Ms. Westie, at her own expense, register for successfully complete the course: REIC2600 Ethics in Business Practice, offered by the Real Estate Institute of Canada, within the time period directed by the Council.
5. Ms. Westie, at her own expense, register for and successfully complete the Remedial Education Course as provided by the Real Estate Division, Sauder School of Business at the University of British Columbia within the time period directed by the Council.
6. Ms. Westie pay enforcement in the amount of \$1,500 within sixty (60) days from the date of this Consent Order.
7. If Ms. Westie fails to comply with any of the terms of this Order, a Discipline Committee may suspend or cancel Ms. Westie's licence without further notice to her.

### **ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT**

1. Ms. Westie acknowledges and understands that the Council may refer or decline to refer the Proposal to the CORC. If the Proposal is referred to the CORC, it may be accepted or rejected by the CORC. If the Proposal is rejected by the CORC, the matter may be referred to a disciplinary hearing.
2. Ms. Westie acknowledges that she has been urged and given the opportunity to seek and obtain independent legal advice with respect to the disciplinary process, the allegations contained in the Notice of Discipline Hearing, and the execution and submission of the

Proposal to the CORC; and, that she has obtained independent legal advice or has chosen not to do so, and that they are making the Proposal with full knowledge of the contents and the consequences if the Proposal is accepted.

3. Ms. Westie acknowledges and is aware that the Council will publish the Proposal and the Consent Order or summaries thereof in its Report from Council newsletter, on the Council's website, on CanLII, a website for legal research and in such other places and by such other means as the Council in its sole discretion deems appropriate.
4. Ms. Westie acknowledges and is aware that the Superintendent of Real Estate has the right, pursuant to section 54 of the RESA, to appeal any decision of the Council, including any Consent Order made by the Council in relation to this matter.
5. Ms. Westie hereby waives their right to appeal pursuant to section 54 of the RESA.
6. The Proposal and its contents are made by Ms. Westie for the sole purpose of resolving the Notice of Discipline Hearing in this matter and do not constitute an admission of civil liability. Pursuant to section 41(5) of the RESA, the Proposal and its contents may not be used without the consent of Ms. Westie in any civil proceeding with respect to the matter.

"Meaghan Halena Westie"

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**MEAGHAN HALENA WESTIE**

**Dated 4<sup>th</sup> day of June, 2019**