



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

- AND -

TAMARA LEE WILSON and  
BRADLEY DAVID STEARNS

ORDERS UNDER SECTIONS 49 AND 51 OF  
*THE REAL ESTATE SERVICES ACT*

UPON REVIEWING the submissions and exhibits contained in the Investigation Report prepared by the staff of the Superintendent of Real Estate ("Staff"), I am of the opinion that:

Background

1. Tamara Lee Wilson ("Ms. Wilson") resides at [REDACTED] British Columbia and at the material times has used the following telephone number as her business telephone number: [REDACTED] and her alternate telephone number is: [REDACTED]
2. Bradley David Stearns ("Mr. Stearns") resides at [REDACTED] British Columbia.
3. Mr. Stearns and Ms. Wilson have resided at [REDACTED] together in a common law relationship for at least the last two years.
4. Ms. Wilson and Mr. Stearns are not, nor have they ever been, licensed to provide real estate services in British Columbia as that term is defined in the *Real Estate Services Act*, SBC 2004, c. 42 (the "*Act*").
5. Prior to the date of the facts upon which this order is based, the Staff received a complaint from a licensee, [REDACTED] regarding Ms. Wilson. The complainant believed Ms. Wilson was providing rental property management services for a number of units in Alpine Village, Prince George, British Columbia without a licence. In response to that

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complaint, the Deputy Superintendent of Real Estate sent a letter by registered mail on November 18, 2011, to Ms. Wilson explaining what types of real estate service activities required licensing, requesting that she cease and desist any unlicensed activity, and providing that regulatory action could be taken against her if she did not cease. Ms. Wilson received and signed for the registered mail.

Applicable Legislation

6. Section 1 of the *Act* provides the following definitions:

*"providing", in relation to real estate services, includes*

- (a) *offering to provide such services,*
- (b) *holding oneself out as a person who provides such services, or*
- (c) *soliciting for the purposes of the provision of such services;*

*"real estate" means*

- (a) *real property,*
- (b) *regardless of whether it is or is not an interest in real property, a cooperative interest, shared interest in land or time share interest, as these are defined in the Real Estate Development Marketing Act, and*
- (c) *a right in relation to real property that is defined by regulation to be real estate, but does not include a right in relation to real property that is excluded by regulation;*

*"real estate services" means*

- (a) *rental property management services,*
- (b) *strata management services, or*
- (c) *trading services;*

*"remuneration" includes any form of remuneration, including any commission, fee, gain or reward, whether the remuneration is received, or is to be received, directly or indirectly;*

*"rental property management services" means any of the following services provided to or on behalf of an owner of rental real estate:*

- (a) *trading services in relation to the rental of the real estate;*
- (b) *collecting rents or security deposits for the use of the real estate;*
- (c) *managing the real estate on behalf of the owner by*
  - (i) *making payments to third parties,*
  - (ii) *negotiating or entering into contracts,*

(iii) supervising employees or contractors hired or engaged by the owner,  
or

(iv) managing landlord and tenant matters

but does not include an activity excluded by regulation;

"rental real estate" means real estate that is or is intended to be rented or leased;

"trading services" means any of the following services provided to or on behalf of a party to a trade in real estate:

(a) advising on the appropriate price for the real estate;

(b) making representations about the real estate;

(c) finding the real estate for a party to acquire;

(d) finding a party to acquire the real estate;

(e) showing the real estate;

(f) negotiating the price of the real estate or the terms of the trade in real estate;

(g) presenting offers to dispose of or acquire the real estate;

(h) receiving deposit money paid in respect of the real estate

but does not include an activity excluded by regulation;

7. Section 3(1) of the *Act* prohibits the unlicensed provision of real estate services. It states:

3(1) A person must not provide real estate services to or on behalf of another, for or in expectation of remuneration, unless the person is

(a) licensed under this Part to provide those real estate services, or

(b) exempted by subsection (3) of the regulations from the requirement to be licensed under this Part in relation to the provision of those real estate services.

8. Section 48 of the *Act* sets out the Superintendent's investigative and enforcement authority with respect to unlicensed conduct:

48(1) The superintendent may conduct an investigation to determine whether

(a) a person who does not hold a licence has engaged in any activity for which a licence under this Act is required, or

(b) a licensee has, in a way that is seriously detrimental to the public interest,

(i) contravened this Act, the regulations or the rules,

(ii) breached a restriction or condition of their licence, or

(iii) done anything that constitutes wrongful taking or deceptive dealing.

(2) Subject to subsection (3), the superintendent may issue a notice of hearing and conduct a hearing following an investigation under subsection (1).

(3) In relation to an investigation under subsection (1) (b),

(a) the superintendent must notify the real estate council before issuing a notice of hearing, and

(b) the superintendent may issue the notice of hearing only if

(i) no notice under section 40 [notice of discipline hearing] has been issued by the real estate council, and

(ii) no order under section 45 [orders in urgent circumstances] has been made by a discipline committee.

(4) The following provisions of this Part apply to the superintendent acting under this Division, in relation to an unlicensed person or a licensee, as if the superintendent were the real estate council or a discipline committee exercising authority under the applicable provision in relation to a licensee:

(a) section 37 [investigations];

(b) section 38 [court order for search and seizure];

(c) section 40 [notice of discipline hearing];

(d) section 41 [consent orders], in relation to orders that the superintendent may make under section 49 [orders respecting unlicensed activity] or 50 [orders against licensees in the public interest];

(e) section 42 [discipline hearings];

(f) section 46 [orders to freeze property].

### Current Investigation

9. On or about January 16, 2013, Ms. Wilson's file was reviewed by Staff. Staff conducted a search of the internet and found the following Prince George Craigslist advertisements with Ms. Wilson's name and telephone number on them:

- January 1, 2013, advertisement with the header **\$700 Darby Apartments (Alpine Village)**, the advertisement described the unit, its amenities including laundry facilities, fridge, stove, 2 bedrooms, 1 bathroom, 1 large storage room, then states: **Rent is \$700 per month plus Hydro. Serious Inquiries only please. Call Tamara at [REDACTED] to book a view;**
- December 14, 2012, advertisement with the header **\$800 / 3br - A21 Townhouse**, the advertisement included photographs of the unit located in Alpine Village, as well as descriptions of its amenities and then states: **to call Tamara @ [REDACTED] to view;**
- December 14, 2012, advertisement with the header **\$700 / 3br - G63 Townhouse**, the advertisement included photographs of the unit located in Alpine Village, as well

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as descriptions of its amenities and then states: to call Tamara @ [REDACTED] to view; and

December 14, 2012, advertisement with the header \$950 / 3br - H124 Townhouse, the advertisement included photographs of the unit located in Alpine Village, as well as descriptions of its amenities and then states: to call Tamara @ [REDACTED] to view. [Emphasis added]

10. On or about March 8, 2013, one of the Staff, P [REDACTED] called Ms. Wilson at [REDACTED] and left her a voicemail. Ms. Wilson returned Ms. P [REDACTED]'s voicemail on the same day. During their telephone conversation, Ms. Wilson provided the following information:

- a. she had received the previous letter sent from the Deputy Superintendent of Real Estate regarding the requirements of the *Act*;
- b. she was a caretaker, not a property manager;
- c. she had nothing to say and she had forwarded the previous correspondence to her lawyer for response;
- d. she would have her lawyer call Ms. P [REDACTED];

and Ms. Wilson asked the following questions:

- e. what would happen if she refused to comply; and
- f. what would happen if she quit completely.

11. On March 13, 2013, Ms. P [REDACTED] received a facsimile letter from [REDACTED] D [REDACTED] solicitor for Ms. Wilson. Mr. D [REDACTED] requested full particulars of the complaint(s) made regarding Ms. Wilson as well as copies of all cases of the Commission and all policies, directives, annotations, rules, bulletins, held or published by the Commission concerning the interpretation and meaning of section 2.13 of the *Real Estate Services Regulation*. The letter also stated that further communication with Ms. Wilson must be done through the writer alone.

12. Section 2.13 of the *Real Estate Services Regulation* sets out an exemption for caretakers providing services to different owners and is as follows:

(1) This section applies to an individual who

- (a) is employed as a caretaker or manager by the owners of different residential real estate properties, and
- (b) is employed by those owners to provide rental property management services in relation to those properties.

(2) Subject to subsection (3), the individual is exempt from the requirement to be licensed under Part 2 of the Act in respect of the rental property management services referred to in subsection (1) if all the following apply:

- (a) the individual is an employee of each of the owners;
- (b) the owners have agreed among themselves that the individual may provide the rental property management services;
- (c) the individual is not providing rental property management services to or on behalf of any person other than the owners.

(3) On receipt of money collected in relation to any of the rental real estate properties, including all money collected as rent, security deposits or pet damage deposits, the exempt caretaker or manager must promptly deliver the money to the owner of the rental real estate property in relation to which it was paid.

13. On March 13, 2013, the Financial Institutions Commission's [REDACTED] [REDACTED] B [REDACTED] responded to Mr. D [REDACTED]'s request for information. He advised him that some of the information requested by Mr. D [REDACTED] was comparable to legal research and referred him to the Financial Institutions Commission website at [www.fic.gov.bc.ca](http://www.fic.gov.bc.ca), and that the other information he had requested was an unreasonable invasion of a third party's personal privacy. Mr. B [REDACTED] referred Mr. D [REDACTED] to Staff to obtain records as are available in the investigation and enforcement process.

14. On or about June 27, 2013, Staff received a complaint from a real estate licensee, [REDACTED], regarding Ms. Wilson. [REDACTED] stated Ms. Wilson was continuing to engage in unlicensed real estate services in British Columbia and that her branch office in Prince George had been contacted by at least seven (7) of Ms. Wilson's clients, including one client who stated they had not received rent revenue of approximately \$25,000 owed to them.

15. Ms. P [REDACTED] conducted a Court Services Online search for cases involving Ms. Wilson. She located a Notice of Claim filed in Provincial court on July 5, 2013 against Ms. Wilson. The claimant, [REDACTED] sought \$25,176.00 in damages from Ms. Wilson, and more specifically:

- a. \$21,065.74 in damages for her failure to deposit rent collected from tenants into his account;

- b. \$2,115.00 in damages for her failure to collect the correct amount of rent from tenants;
  - c. \$2,100.00 in damages for her failure to re-pay the security deposits for existing tenants to the property owner at the time of the managerial contract being terminated;
  - d. \$1,552.00 in damages for her failure to report actual rent collected from tenants to the property owner; and
  - e. \$391.92 in damages for her duplicate and/or incorrect charges.
16. [REDACTED] alleged in his Notice of Claim that Ms. Wilson failed to perform her duties as a property manager in 2012 and 2013, including, but not limited to:
- a. failure to collect rent owed from existing tenants;
  - b. failure to collect the correct amount of rent owed by the tenants;
  - c. failure to deposit money which she had collected from tenants and then reporting that she had collected rent from tenants and deposited it into [REDACTED]'s bank account;
  - d. failure to hand over security deposits paid by tenants and held by Ms. Wilson, at the time her contract to manage [REDACTED]'s rental units was terminated;
  - e. fabrication of monthly rental reports involving collecting rent from existing tenants and then reporting that she had collected a lesser amount;
  - f. charging for materials not required in a repair;
  - g. failure to advertise a vacant unit and encouraging potential tenants to look at different properties;
  - h. duplicate charges for 'finder's fee' and 'materials purchased for a repair';
  - i. failure to issue 'rent increases, eviction notices and late payment charges';
  - j. failure to send monthly statements; and
  - k. failure to response to correspondence.

17. On October, 21, 2013, Ms. P [REDACTED] wrote to Mr. D [REDACTED] requesting that Ms. Wilson contact her in an effort to provide an opportunity for Ms. Wilson to respond to the allegations of unlicensed activity. In Ms. P [REDACTED]'s correspondence she gave Mr. D [REDACTED] and Ms. Wilson until November 4, 2013, to contact Ms. P [REDACTED] in this regard or she would complete the review without Ms. Wilson's information.
18. On October 25, 2013, Mr. D [REDACTED] forwarded a facsimile letter to Ms. P [REDACTED] advising her that: (1) Ms. Wilson was entitled to natural justice/procedural fairness which includes the right to know the full case being made against her and the right to confront her accuser(s); (2) the Financial Institutions Commission has refused to provide Ms. Wilson with full particulars of the case being made against her including the right to confront her accuser(s); and (3) as previously advised, Ms. Wilson cannot respond when the Financial Institutions Commission refuses to comply with principles of natural justice/procedural fairness.
19. On or about November 5, 2013, Ms. P [REDACTED] spoke with an individual, [REDACTED], who owned [REDACTED] properties at Alpine Village. He confirmed the following:
- a. Ms. Wilson and her partner, Mr. Stearns had managed his properties in that building for a fee of approximately 10% of the monthly rent for a couple of years until about September 2012 when the management of those units was terminated after he noticed \$2,300 was missing from the rent revenue;
  - b. he also noticed charges for work that had not been done and for new appliances that had not been installed;
  - c. Ms. Wilson did not provide him with his tenant's contact information;
  - d. she would collect rent in cash;
  - e. Mr. Stearns would carry out small repairs on his unit which he was subsequently billed for;
  - f. she rarely gave tenants receipts for rent paid in cash; and
  - g. Mr. Stearns had filed a police report alleging a tenant in one of the units managed by Ms. Wilson had falsified a rent receipt; however, [REDACTED] had an accounting in his possession from Ms. Wilson that stated the rent had in fact been paid.



20. On January 9, 2014, Ms. P [REDACTED] communicated with one of [REDACTED]'s tenants, [REDACTED] by telephone. [REDACTED] rented one of [REDACTED]'s units managed by Ms. Wilson. [REDACTED] provided the following information:

- a. he mostly dealt with Ms. Wilson on tenancy related matters;
- b. he always paid his rent in cash and always received a receipt;
- c. Mr. Stearns collected rent from him;
- d. Mr. Stearns served him with an eviction notice based on an allegation that he had not paid his rent;
- e. Mr. Stearns usually handles maintenance for the properties; and
- f. he completed his rental applications and rental contracts with Ms. Wilson and he rented from her for approximately 2 and a half years.

21. On or about December 11, 2013, Ms. P [REDACTED] spoke with another individual, [REDACTED], who owns a rental unit at Alpine Village, in Prince George, British Columbia. [REDACTED] confirmed:

- a. Ms. Wilson provided her with rental property management services for her unit at Alpine Village in exchange for 10% of the rent revenue;
- b. Ms. Wilson stopped submitting the monthly rent of \$650 minus Ms. Wilson's fees into [REDACTED]'s account from April 2013 to August 2013;
- c. her unit has not been properly maintained by Ms. Wilson;
- d. she terminated her agreement with Ms. Wilson thereafter;
- e. she did receive \$440 in September 2013 for September's rent;
- f. on or about December 16, 2013, she received email correspondence from Ms. Wilson with a breakdown for April to October rents with a breakdown of rents received, deductions for management fees and other related costs;
- g. the breakdown referenced above did not include invoices for the work set out in the breakdown and did not fully account for the difference between the rent revenue collected and the monies remitted to her from Ms. Wilson; and

h. she is still missing portions of the rent owed to her.

22. On or about December 16, 2013, Ms. P [REDACTED] received email correspondence from [REDACTED]. Enclosed in the correspondence was an email from a tenant, [REDACTED] who was renting [REDACTED]'s rental unit in Alpine Village managed by Ms. Wilson. [REDACTED] email correspondence of October 22, 2013, she identified a number of issues in her unit, including appliances that needed repair or replacement, repairs to walls in the unit and other issues that had not been addressed in the unit. She also referred to dealing with both Ms. Wilson and Mr. Stearns regarding issues at the unit.

23. On or about January 9, 2014, [REDACTED] forwarded to Ms. P [REDACTED] a letter dated February 1, 2013 that [REDACTED] had received from Ms. Wilson. The letter included the following statement from Ms. Wilson:

"Please be advised that effective immediately Brad Stearns (my husband) will be solely responsible for all maintenance including maintenance calls. If there is something that needs to be discussed with an owner regarding any repairs, or hiring of a contractor for other maintenance issues Brad will be the one calling. After two years of doing this job, I have come across a few times where lines of miscommunication has been lost between maintenance and owners, simply because I am unaware of what is going on. I will still be solely responsible for the invoicing and the rent collecting and all deposits.

So effective immediately if you have any questions regarding maintenance you can contact Brad directly at [REDACTED] and if you have any questions or concerns regarding rent or invoicing please contact me either on the office line or my cell."

24. On or about December 11, 2013, Ms. P [REDACTED] spoke with [REDACTED], who owns [REDACTED] units in Alpine Village. Ms. Wilson provided rental property management services for [REDACTED]. [REDACTED] paid Ms. Wilson 10% of the rent revenues. During the period [REDACTED] has used Ms. Wilson as her property manager, from time to time, Ms. Wilson would advise [REDACTED] that sometimes when she attended to collect rent there was no money. [REDACTED] was provided with no documentation regarding allegedly unpaid rents. On November 13, 2013, [REDACTED] informed Ms. Wilson that [REDACTED] was terminating her rental property management agreement with Ms. Wilson. On December 12, 2013, Ms. Wilson informed [REDACTED] that Ms. Wilson had collected all the rents for [REDACTED]'s units. On December 17, 2013, [REDACTED] found that her bank account included deposits for rents paid of \$500 and \$850, but that there were missing rental monies of \$2,050.

25. On or about December 17, 2013, Ms. P [REDACTED] received an email from [REDACTED], who own a unit at the Alpine Village. In their email correspondence they indicated they did not receive rent for the month of October 2013. They also confirmed they knew that the tenant at their unit did in fact pay October's rent to Ms. Wilson.
26. On or about December 17, 2013, H [REDACTED] called Alpine Village inquiring about rental units available at Alpine Village. He contacted Alpine Village office telephone number: [REDACTED]. In response to his inquiry, the office manager sent him a list of property managers that look after units at Alpine Village so he could contact them to find out about available rentals. The list contains Ms. Wilson's name, office number and cellular number.
27. As of December 17, 2013, Ms. Wilson's name and contact information was still being provided as one of the property managers for Alpine Village.
28. On January 8, 2014, Mr. H [REDACTED] called Mr. Stearns at (250) 960-4330 and a woman answered the phone who later identified herself as Ms. Wilson. Mr. H [REDACTED] left his telephone number with Ms. Wilson and she agreed to have Mr. Stearns contact Mr. H [REDACTED] at 8:00 p.m. that evening when Mr. Stearns would be home. No return call was received.
29. On January 9, 2014, Ms. P [REDACTED] called Mr. Stearns at [REDACTED] and received a voicemail message stating that she had reached Tamara at [REDACTED] and to leave a message. Ms. P [REDACTED] left a message for Mr. Stearns asking him to call Ms. P [REDACTED].
30. On January 9, 2014, Ms. P [REDACTED] sent Mr. Stearns an email notifying him that his name had come up during a review and offering him an opportunity to speak. The email was as follows:

"Dear Mr. Stearns:

My name is [REDACTED] P [REDACTED] and I work for the Superintendent of Real Estate's Office in BC. You can find information on my office and what we do at our website, [www.fic.gov.bc.ca](http://www.fic.gov.bc.ca).

During a regulatory review, it has come to our attention that you may be providing services for which a license may be required under the British Columbia *Real Estate Services Act* (Act). I would like to give you an opportunity to provide clarification and/or respond to this and ask that you please contact me either by return email or preferably, by phone at [REDACTED]."

31. On January 9, 2014, Mr. Stearns called Ms. P [REDACTED] from [REDACTED] and stated the following:

- a. to the best of his recollection he has never filed an eviction notice to a tenant, or collected any rents;
- b. he does not do property management;
- c. he is a self-contracted maintenance guy; and
- d. his attorney's name is [REDACTED] D [REDACTED]

AND WHEREAS I find that:

32. Neither Ms. Wilson, nor Mr. Stearns are licensed under the *Act* to provide real estate services within the province of British Columbia. A license is required pursuant to section 3 of the *Act* for a person to provide real estate services to or on behalf of another.
33. "Real estate services" under the *Act* includes rental property management services as that term is defined in the *Act*.
34. Ms. Wilson has entered into numerous contracts for the provision of rental property management services for residential properties in British Columbia.
35. Both Ms. Wilson and Mr. Stearns received remuneration for the provision of rental property management services.
36. Mr. Stearns has assisted Ms. Wilson with the provision of rental property management services, including, but not limited, to the collection of rent from tenants at Alpine Village.
37. The statements of various property owners and Staff set forth above are consistent with each other and consistent with the documentation which has been obtained in this investigation.
38. Numerous people have paid Ms. Wilson fees for the provision of real estate services in relation to the rental of real estate.

39. Numerous owners of units at Alpine Village have terminated Ms. Wilson as a rental property manager because of significant concerns about her management of their units, including the fact she is not licensed and discrepancies regarding rent collection.
40. Ms. Wilson continues to be actively engaged in providing rental property management services, to or on behalf of others, for or in the expectation of remuneration.
41. Ms. Wilson has previously been warned about the requirements of the *Act*; however, she has continued to provide rental property management services, without being licensed.
42. Ms. Wilson and Mr. Stearns have worked together to provide rental property management services to numerous clients, who are owners of units at Alpine Village. As set out in the factual findings above, they have engaged in the provisions of rental property management services, including trading services in relation to the rental of real estates, as that term is defined in the *Act*, through the following conduct:
- a. making representations about the real estate by taking calls from tenants and answering questions regarding the properties;
  - b. finding a party to rent properties that neither Ms. Wilson nor Mr. Stearns own;
  - c. showing the real estate to prospective tenants;
  - d. negotiating the price of the real estate or the terms of the trade in real estate;
  - e. presenting offers to dispose of or acquire the real estate;
  - f. receiving deposit money paid in respect of the real estate;
  - g. collecting rents or security deposits for the use of the real estate;
  - h. holding out as providing property management services in correspondence, internet advertisements, literature provided to potential tenants by Alpine Village;
  - i. managing the real estate on behalf of the owner by:
    - i. making payments to third parties;
    - ii. negotiating or entering into contracts with tenants; and

- iii. managing landlord and tenant matters by showing rental properties, taking and completing residential tenancy agreements, conducting inspections, making payments to third parties, handling landlord/tenant matters, including attending at residential tenancy hearings on behalf of her clients, supervising contractors hired with respect to the rental property, addressing tenant conduct issues.
43. Neither Ms. Wilson nor Mr. Stearns is exempt from the requirement to be licensed by subsection 3(3) of the *Act*, nor are either exempt from the requirement to be licensed by the *Real Estate Services Regulation*.
44. In previous communications received by the Staff, Ms. Wilson asserted she is exempt from the licensing requirements of the *Act* pursuant to s 2.13 of the *Real Estate Services Regulation* because she acts as a caretaker. However, to fall within the exemption set out in s. 2.13 of the *Real Estate Services Regulation*, Ms. Wilson would have to be (1) collectively employed by the owners she acts for (2) those owners would have had to agree among themselves that she may provide rental property management services for their rental units and (3) there would need to be an agreement signed by her and all the owners she was representing describing the terms of service and her remuneration.
45. None of the documents disclosed by owners identify an agreement that would permit Ms. Wilson's activities to fall within the aforementioned exemption. The Staff provided her with an opportunity to respond to concerns about possible non-compliance with the *Act*. However, she, through her legal counsel, had confirmed she cannot respond when the Financial Institutions Commission refuses to comply with the principles of natural justices/procedural fairness.
46. Ms. Wilson and Mr. Stearns are engaging in real estate services for which a license under the *Act* is required, although neither has the required license.
47. The unlicensed activities in which any unlicensed rental property manager engages pose a risk to the public. The activities that Ms. Wilson and Mr. Stearns have engaged in through their provision of unlicensed rental property management services have failed to protect the interests of property owners and tenants by engaging in activities that include: failing to return or submit deposits and/or rents; failing to complete work or install new amenities that owners have been charged for; failing to issue rent receipts and/or rental reconciliation to owners.
48. For providing the aforementioned rental property management services, Ms. Wilson and Mr. Stearns have been remunerated by landlords and by collecting fees from money remitted for rent.

I THEREFORE determine that Ms. Wilson and Mr. Stearns are conducting unlicensed real estate services under the *Act*.

I AGREE with Staff that a hearing would require at least six witnesses, if not more. Staff estimates a hearing would take at least three days and I think that is optimistic. But in any event as Staff points out, due to scheduling of parties, witnesses (many of which reside outside the province of British Columbia), counsel and the hearing officer, a hearing is not likely to be able to take place until April or May 2014.

I FIND that the length of time that would be required to hold a hearing in order to make an order under s. 49 of the *Act* would be detrimental to the due administration of the *Act* given that it would likely result in further non-compliance with the provisions of the *Act*. Of particular concern is the past history of complaints against Ms. Wilson and in spite of that history, Ms. Wilson was still, as of December 17, 2013, permitting her name to be circulated as an individual who could provide rental property management services on behalf of some of the owners at Alpine Village in Prince George, British Columbia.

Furthermore, serious concerns have been raised by property owners, tenants and Staff about the services Ms. Wilson and Mr. Stearns have provided and continue to provide: unlicensed services, collecting rents and deposits without remitting, charging money for services not provided and conducting themselves in a manner not beneficial to the public interest.

Since Ms. Wilson and Mr. Stearns are not licensed, their clients do not have the benefit of the regulatory scheme over which the Real Estate Council presides, licensee mandatory indemnification insurance, or of the real estate special compensation fund which is administered under the *Act*. Continued non-compliance would harm the integrity of the licensed British Columbia real estate services industry, harm the interests of consumers and would be detrimental to the public interest.

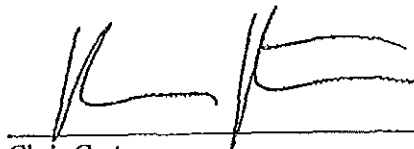
I AM OF THE OPINION that it is in the public interest to make summary orders under s. 51 of the *Act* so that the public is protected against further non-compliance with the *Act* and to preserve the interests of the current landlords and tenants who are dealing with Ms. Wilson and Mr. Stearns.

I THEREFORE ORDER pursuant to ss. 51(2)(a) and 49(2)(a) of the *Act* as follows:

1. That Tamara Lee Wilson and Bradley David Stearns cease conducting, directly or indirectly, real estate services, including rental property management services, in British Columbia, effective immediately, unless and until they become licensed to do so under the provisions of the *Act*.

TAKE NOTICE that Ms. Wilson and/or Mr. Stearns may require a hearing before the Superintendent under ss. 51(3) and 45(6) of the *Act* or appeal these orders to the Financial Services Tribunal under s. 54(1)(e) of the *Act*.

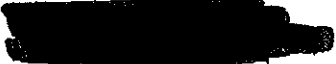
Dated at the City of Vancouver,  
Province of British Columbia  
this 10 day of January, 2014



Chris Carter  
Acting Superintendent of Real Estate  
Province of British Columbia

TO: Tamara Lee Wilson

  
Bradley David Stearns

  
Real Estate Council of British Columbia  
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