

CITATION: Saxena (Re), 2024 BCSRE 26

Date: 2024-04-17

File # 19-250

BC FINANCIAL SERVICES AUTHORITY

IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*

SBC 2004, c 42 as amended

AND

IN THE MATTER OF

MANOJ KUMAR (SAM) SAXENA

(137694)

AND

REKHA RESHMI RAMAN

(156435)

CONSENT ORDER

[This Order has been redacted before publication.]

RESPONDENTS:	Manoj Kumar (Sam) Saxena, Trading Representative, Sutton Centre Realty Ltd., while licensed licensed with West Coast Realty Ltd. dba Sutton Group – West Coast Realty (Vancouver East 49 th Avenue) and Pan Pacific Platinum Real Estate Services Inc. dba LeHomes Realty (Burnaby)
	Rekha Reshmi Raman, currently unlicensed, while licensed as a Trading Representative with Pan Pacific Platinum Real Estate Services Inc. dba LeHomes Realty (Burnaby)
DATE OF CONSENT ORDER:	April 17, 2024
COUNSEL:	Simon Adams, Legal Counsel for the BC Financial Services Authority Scott B Twining, Legal Counsel for the Respondents

PROCEEDINGS:

On April 17, 2024, the Superintendent of Real Estate (the "Superintendent"), or the Superintendent's authorized delegate, of the BC Financial Services Authority ("BCFSA") accepted the Consent Order Proposal (the "Proposal") submitted by Manoj Kumar (Sam) Saxena and Rekha Reshmi Raman.

WHEREAS the Proposal, a copy of which is attached hereto, has been executed by Manoj Kumar (Sam) Saxena and Rekha Reshmi Raman.

NOW THEREFORE, having made the findings proposed in the attached Proposal, and in particular having found that Manoj Kumar (Sam) Saxena and Rekha Reshmi Raman committed professional misconduct within the meaning of sections 35(1)(a) and 7(3)(a) of the *Real Estate Services Act* ("RESA") and sections 30(i), 53 and 54 of the *Real Estate Services Rules* (the "Rules"), pursuant to section 43 of the RESA the Superintendent orders that:

1. Manoj Kumar (Sam) Saxena pay a discipline penalty to BCFSA in the amount of \$20,000 within three (3) months from the date of this Order;
2. Rekha Reshmi Raman pay a discipline penalty to BCFSA in the amount of \$7,500 within three (3) months from the date of this Order; and
3. Manoj Kumar (Sam) Saxena and Rekha Reshmi Raman be jointly and severally liable to pay enforcement expenses to BCFSA in the amount of \$2,500 within three (3) months from the date of this Order.

If Manoj Kumar (Sam) Saxena and/or Rekha Reshmi Raman fail to comply with any term of this Order, the Superintendent may suspend or cancel their licences without further notice to them, pursuant to sections 43(3) and 43(4) of the RESA.

Dated this 17th day of April, 2024 at the City of Victoria, British Columbia.

Superintendent of the BC Financial Services Authority

"Original signed by Jonathan Vandall"

Jonathan Vandall
Delegate of the Superintendent of Real Estate
Province of British Columbia

Attch.

File # 19-250

BC FINANCIAL SERVICES AUTHORITY**IN THE MATTER OF THE *REAL ESTATE SERVICES ACT*
SBC 2004, c 42 as amended****AND****IN THE MATTER OF****MANOJ KUMAR (SAM) SAXENA
(137694)****AND****REKHA RESHMI RAMAN
(156435)****CONSENT ORDER PROPOSAL BY MANOJ KUMAR (SAM) SAXENA
AND REKHA RESHMI RAMAN****BACKGROUND AND FACTS**

This Consent Order Proposal (the "Proposal") is made by Manoj Kumar (Sam) Saxena ("M Saxena") and Rekha Reshmi Raman ("R Raman") to the Superintendent of Real Estate (the "Superintendent") of the BC Financial Services Authority ("BCFSA") pursuant to section 41 of the *Real Estate Services Act* ("RESA").

For the purposes of the Proposal, M Saxena, R Raman and the Superintendent have agreed upon the following facts:

1. M Saxena was first licensed as a representative to provide trading services on May 15, 2003 at [Brokerage 1]. He transferred his licence to [Brokerage 2] on September 2, 2003 and remained there until February 5, 2009, when he transferred to Sutton Group – West Coast Realty (Vancouver East 49th Avenue) ("Sutton Group – West Coast Realty"). He remained at Sutton Group – West Coast Realty until July 5, 2018, but was unlicensed from May 15-19, 2015. Between July 5, 2018 and May 23, 2019, he was licensed with [Brokerage 3]. He was unlicensed from May 24 to 30, 2019. He transferred to LeHomes Realty (Burnaby) on May 31, 2019, then finally to Sutton Centre Realty on February 13, 2020 where he remains to date.
2. R Raman was first licensed as a representative to provide trading services on March 4, 2009 at Sutton Group – West Coast Realty. She was unlicensed from March 1, 2011 until January 18, 2012. Between January 19, 2012 and April 4, 2017, she was relicensed as a trading representative at [Brokerage 4], and was unlicensed for several days from January 19-30, 2014. She transferred her licence back to Sutton Group – West Coast Realty on April 5, 2017, and remained there until June 29, 2018, when she transferred to [Brokerage 3]. On June 4, 2019, she transferred to

- LeHomes Realty. She was unlicensed from February 1 to 18, 2020, then was relicensed on February 19, 2020 at Sutton Centre Realty. She transferred to [Brokerage 5] on October 4, 2021, and remained there until November 18, 2022, when she transferred back to Sutton Centre Realty, and remained there until March 1, 2023. She is currently unlicensed.
3. M Saxena and R Raman were dating and in a relationship together at the time of the two transactions described below.
 4. This matter arises out of two real estate transactions related to [Property 1], Langley, BC (the "Property"). M Saxena was involved in both transactions and R Raman was involved in the second transaction.
 5. The first transaction was a pre-sale transaction for the purchase of the Property on November 9, 2017 (the "First Transaction"), which involved M Saxena only, when he was licensed with Sutton Group – West Coast Realty.
 6. The second transaction was an assignment of the same Property on April 18, 2019 (the "Second Transaction"). The Second Transaction involved both M Saxena and R Raman when they were both licensed with LeHomes Realty.

The First Transaction: November 9, 2017

7. On November 9, 2017, M Saxena signed an Agreement to Purchase and Sale to buy the Property from [Developer 1] (the "Developer") for \$389,900 under his legal name, Manoj Kumar Saxena (the "Pre-Sale Contract").
8. In the Pre-Sale Contract, M Saxena being the buyer also represented himself as the buyer's agent, but used his advertised name, Sam Saxena.
9. [Brokerage 6] represented the Developer as the seller's agent.
10. The Realtor Registration form of the Developer indicated that it would pay M Saxena acting as the buyer's agent, a commission for this purchase.
11. On November 9, 2017, M Saxena and [Individual 1] ("[Individual 1]") signed a Working with a Realtor brochure, indicating a client relationship, as well as a Disclosure of Remuneration form, showing that M Saxena would receive a commission of 3.22% on the first \$100,000 and 1.15% on the balance from the Developer for providing real estate services to [Individual 1] in relation to the purchase of the Property.
12. M Saxena also completed a FINTRAC form to verify [Individual 1]'s identity as purchaser of the Property.
13. On November 10, 2017, the Developer and M Saxena signed an Amendment to the Offer and Agreement of Purchase and Sale which allowed M Saxena to assign the contract to anyone without written permission from the Developer. The condition for the assignment was that a 3% assignment fee would be payable to the Developer upon completion ("Amendment 1").
14. On November 20, 2017, the Developer and M Saxena signed a second Amendment to the Offer and Agreement of Purchase and Sale, allowing M Saxena to assign the contract to [Individual 1] at any time prior to completion, without requiring the Developer's permission, fee, or penalty ("Amendment 2").

15. On December 4, 2017, M Saxena submitted the Pre-Sale Contract and Amendments 1 and 2 to his brokerage, Sutton Group – West Coast Realty.
16. The managing broker at Sutton Group – West Coast Realty, [Managing Broker 1], noted that M Saxena's own name was on the November 9, 2017 Pre-Sale Contract. As per the regulator's policy, if a licensee is purchasing or selling their own property, they must fill out a Disclosure of Interest in Trade ("DOIT") form before writing or receiving the offer from the other party.
17. On June 29, 2018, R Raman transferred her licence from Sutton Group – West Coast Realty to [Brokerage 3].
18. On July 5, 2018, M Saxena transferred his licence from Sutton Group – West Coast Realty to [Brokerage 3].
19. [Managing Broker 1] reminded M Saxena on multiple occasions that he was required to provide a DOIT form for the First Transaction, including on December 21, 2017, June 14, 2018, June 22, 2018 and May 21, 2019.
20. On May 16, 2019, [Managing Broker 1] emailed M Saxena to submit his DOIT form for the First Transaction or he would not be paid his commission for the transaction.
21. On May 25, 2019, M Saxena emailed a copy of the DOIT form signed on May 23, 2019 to Sutton Group – West Coast Realty for the First Transaction.
22. [Managing Broker 1] spoke to M Saxena on the telephone and noted that the DOIT form should have been prepared and signed at the time of the preparation of the Pre-Sale Contract, and not at the current time. M Saxena stated to [Managing Broker 1] that "that was all he had" and demanded that he be paid his commission because he was no longer licensed at Sutton Group – West Coast Realty and that the transaction went through the brokerage successfully and the brokerage could not withhold his commissions.
23. On May 31, 2019, Sutton Group – West Coast Realty issued a cheque of \$6,647.92 to M Saxena representing his commission for the completion of the sale of the Property.

The Second Transaction: April 18, 2019

24. On December 7, 2018, R Raman prepared a listing contract between "Manoj Saxena" and LeHomes Realty to list the Property for \$438,800. [Managing Broker 2] ("[Managing Broker 2]"), a managing broker at LeHomes Realty, approved this listing.
25. On December 28, 2018, R Raman prepared an Amendment of Multiple Listing Contract to reduce the listing price for the Property to \$418,000. [Managing Broker 3] ("[Managing Broker 3]"), another managing broker at LeHomes Realty, approved the change to the listing.
26. On February 14, 2019, R Raman prepared another Amendment of Multiple Listing Contract to further reduce the listing price for the Property to \$398,000. [Managing Broker 2] approved the change to the listing.
27. On April 18, 2019, M Saxena and [Individual 1], along with [Individual 2], and [Individual 3] (the "[Individuals 2 & 3]") signed an Assignment of Contract of Purchase and Sale (the "Assignment Contract").

28. In the Assignment Contract, M Saxena assigned [Individuals 2 & 3] the Pre-Sale Contract for the Property for \$1. R Raman acted as the agent for M Saxena while M Saxena acted as the agent for [Individuals 2 & 3].
29. The Assignment Contract showed that a 10% deposit had been paid to the Developer, and noted that “the Assignee is aware that the Assignor is the real estate agent and [is] also representing the Assignee.”
30. On April 25, 2019, M Saxena and [Individual 1] signed a statement indicating that M Saxena was assigning the Property to [Individual 1], and that “[INDIVIDUAL 1] WAS THE ORIGINAL BUYER AND GAVE THE INTIAL DEPOSITS. SINCE HE WAS NOT PRESENT AT THE TIME OF SIGNING OF CONTRACT IT HAD TO BE ON MY NAME. AS PER [BROKERAGE 6] LISTING AGENT ADVICE, I WAS TOLD IT CAN BE ASSIGNED TO [INDIVIDUAL 1] WITH NO COST.” [sic]
31. On May 10, 2019, [Individuals 2 & 3] became the registered owners of the Property.

Post-Transactions

32. On May 14, 2019, R Raman prepared a form to cancel the existing listing, which [Managing Broker 2] approved.
33. On May 15, 2019, R Raman prepared a second listing contract to sell the Property with [Individuals 2 & 3] being the sellers.
34. [Managing Broker 3] noticed that the Property was listed twice – the first time with M Saxena as the owner and the second time with [Individual 1] as the owner. M Saxena explained to [Managing Broker 3] that he had sold the Property, that it was [Individual 1] who put down the deposit for the Pre-Sale Contract, and M Saxena put his own name on the Pre-Sale Contract because [Individual 1] could not attend the contract signing, and that he did not assign the contract to [Individual 1] immediately because [Individual 1] did not want to pay the assignment fee.
35. On May 17, 2019, M Saxena sent [Managing Broker 2] a copy of the Assignment Contract dated April 18, 2019. [Managing Broker 2] then sent a copy to [Managing Broker 3]. [Managing Broker 3] reviewed the Assignment Contract and noted that there was no DOIT form, no Agreement Regarding Conflict of Interest, or any other disclosure or FINTRAC form.
36. [Managing Broker 3] met with M Saxena and R Raman about the missing DOIT form. M Saxena again explained that he did not assign the contract to [Individual 1] because [Individual 1] did not want to pay the 3% assignment fee.
37. [Managing Broker 3] later learned that M Saxena could have assigned the Property to [Individual 1] at any time without a fee as per Amendment 2.
38. On June 21, 2019, [Managing Broker 3], surrendered the licences of M Saxena and R Raman to the Real Estate Council of (“RECBC”), predecessor of BCFSA, and noted that on the back of each of their licences that “I suspect the licensee of operating outside the brokerage to sell [M Saxena]’s property at [Property 1], Langley”.
39. On May 1, 2020, [Individual 1] confirmed to RECBC Investigations that he put down the initial deposit for the Property, and did not have any issues regarding how the First Transaction

- proceeded, but could not explain why his name was not on the November 9, 2017 Pre-Sale contract.
40. On June 15, 2020, M Saxena and R Raman indicated to RECBC Investigations that [Individual 1] intended to assign the Property before completion, and that the Developer only allowed the Property to be assigned once without extra costs. Because the Property did not sell, [Individual 1] completed on the transaction.
 41. No extra fee or commissions were paid to M Saxena or R Raman for the assignment to [Individual 1].
 42. A Notice of Discipline Hearing was issued on August 22, 2023 and served on M Saxena and R Raman.
 43. M Saxena was identified in one discipline matter regarding advertising contraventions in file no. [Redacted], which was resolved by the issuance of an administrative penalty in the amount of \$250 on October 7, 2016.
 44. R Raman has no disciplinary history.

PROPOSED FINDINGS OF MISCONDUCT

For the sole purposes of the Proposal and based on the Facts outlined herein, M Saxena propose the following findings of misconduct be made by the Superintendent:

Manoj Kumar Saxena

1. M Saxena committed professional misconduct within the meaning of section 35(1)(a) of the RESA:
 - a. for the sale of a pre-sale property located at [Property 1], Langley, BC (the "Property") on November 9, 2017 (the "First Transaction"), when he:
 - i. failed to avoid a conflict of interest by purchasing the Property on behalf of his client, contrary to section 30(i) of the Rules (previously Rules, s 3-3(i)); and
 - ii. failed to promptly disclose his interest in trade to his managing broker, contrary to section 53(4) of the Rules (previously Rules, s 5-9(4));
 - b. for the assignment of the Property on or about April 18, 2019 (the "Second Transaction"), when he:
 - i. provided real estate services outside of his then brokerage, LeHomes Realty, contrary to section 7(3)(a) of the RESA;
 - ii. failed to avoid a conflict of interest by representing the assignees while being the assignor, contrary to section 30(i) of the Rules (previously Rules, s 3-3(i));
 - iii. failed to promptly disclose his interest in trade to his managing broker, contrary to section 53(4) of the Rules (previously Rules, s 5-9(4)); and
 - iv. failed to provide agency disclosure to the assignees in writing, contrary to section 54 of the Rules (previously Rules, s 5-10).

Rehka Reshmi Raman

2. R Raman committed professional misconduct within the meaning of section 35(1)(a) of the RESA for the Second Transaction when she:
 - a. provided real estate services outside of her then brokerage, LeHomes Realty, contrary to the section 7(3)(a) of the RESA;
 - b. failed to promptly disclose her interest of being the assignor's partner while acting as the assignor's agent, in writing, contrary to section 53 of the Rules (previously Rules, s 5-9);

PROPOSED ORDERS

Based on the Facts herein and the Proposed Findings of Misconduct, M Saxena and R Raman propose that the Notice of Discipline Hearing in this matter be resolved through the following Orders being made by the Superintendent, pursuant to section 43 of the RESA:

1. M Saxena pay a discipline penalty to BCFSA in the amount of \$20,000 within three (3) months from the date of this Order
2. R Raman pay a discipline penalty to BCFSA in the amount of \$7,500 within three (3) months from the date of this Order.
3. M Saxena and R Raman be jointly and severally liable to pay enforcement expenses to BCFSA in the amount of \$2,500 within three (3) months from the date of this Order.
4. If M Saxena fails to comply with any of the terms of this Order, the Superintendent may suspend or cancel his licence without further notice to him.

ACKNOWLEDGEMENTS AND WAIVER OF APPEAL RIGHT

1. M Saxena and R Raman acknowledge and understand that the Superintendent may accept or reject the Proposal. If the Proposal is rejected by the Superintendent, the matter may be referred to a disciplinary hearing.
2. M Saxena and R Raman acknowledge that they have 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 Superintendent; and, that they have 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. M Saxena and R Raman acknowledge and are aware that BCFSA will publish the Proposal and the Consent Order or summaries thereof on BCFSA's website, on CanLII, a website for legal research and in such other places and by such other means as BCFSA in its sole discretion deems appropriate.
4. M Saxena and R Raman hereby waive their right to appeal pursuant to section 54 of the RESA.
5. If the Proposal is accepted and/or relied upon by the Superintendent, M Saxena and R Raman will not make any public statement(s) inconsistent with the Proposal and its contents. Nothing in this section is intended to restrict M Saxena or R Raman from making full answer and defence to any civil or criminal proceeding(s).

6. R Raman acknowledges and is aware that the Superintendent is not bound to accept any application for relicensing or renewal of her licence. R Raman must always satisfy the Superintendent that she meets the requirements for a licence in section 10 of the RESA, and any Rules, regulations or other instruments made pursuant to the RESA.
7. The Proposal and its contents are made by M Saxena and R Raman 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 M Saxena or R Raman in any civil proceeding with respect to the matter.

"Original signed by Manoj Saxena"

"Original signed by Rekha Raman"

MANOJ KUMAR (SAM) SAXENA

REKHA RESHMI RAMAN

Dated 26 day of March, 2024

Dated 26 day of March, 2024