

Holding Out to the Public as being a Salesperson Without First Being Registered

Facts of Case

On 5 October 2022, the Accused was convicted by a Disciplinary Committee in disciplinary proceedings of 3 charges involving disciplinary breaches of the Code of Ethics and Professional Client Care in the First Schedule of the Estate Agents (Estate Agency Work) Regulations 2010 under the Estate Agents Act (the “**Act**”). The Accused was sentenced to a total financial penalty of \$11,000 and a suspension period of 6 months with effect from 1 November 2022, i.e. until 30 April 2023.

Prior to the Accused’s suspension commencing on 1 November 2022, the Accused’s estate agent (“**EA**”) informed the Accused, by email, that her estate agent card had to be returned to the EA latest by 5 pm on 31 October 2022. The Accused was also specifically informed via the same email to ensure that she does not conduct any estate agency work during the period of suspension and that all her advertisements on online portals are also removed during the period of suspension.

The Accused was, between 1 November 2022 and 30 April 2023, not a registered salesperson by virtue of Section 56(4) of the Act, which deems suspended salespersons as persons who are not registered as salespersons while the suspension remains in force.

Subsequent to the Accused’s suspension, her subscription account with a property listing portal (the “**Website**”) was not deactivated. The Accused continued to be able to log into her account on the Website to post property advertisements.

At all material times, the Accused’s colleague and personal acquaintance, Salesperson T (“**T**”), who was also a registered salesperson with the EA, was also provided with the log-in details to the Accused’s user account with the Website, for the purpose of T advertising various properties using the Accused’s account. Such advertisements listed by T would be made in the Accused’s name and contain the Accused’s CEA photo, CEA registration number and contact number. The Accused knew and allowed T to do so – it was common ground between the Accused and T that the Accused would refer any enquiries arising from T’s advertisements to T for following up.

Marketing of Property A

On or around 6 January 2023, the Accused posted an advertisement on the Website advertising the sale of a private condominium property (“**Property A**”) at an asking price of \$678,000. This property was owned by Y, who was acquainted with the Accused when the Accused previously facilitated the sale of another property to Y. Pursuant to Y’s instructions, the Accused proceeded to advertise Y’s property for sale and did not inform Y that she was not a registered salesperson at the material time.

The Accused's advertisement contained representations that it was being advertised by the Accused (with her CEA registration number, EA name and contact number), that interested parties could "call now for a discussion" and that the Accused was the exclusive agent for the property.

The advertisement remained on the Website for a period of 26 days from 6 January 2023 to 31 January 2023 during which it was visible to the public, and the Accused had therefore held out to the public as a salesperson during this period.

Marketing of Property B

On or around 14 November 2022, in furtherance of the Accused's knowledge and authorisation for T to use the Accused's account on the Website, T posted an advertisement of a different private condominium unit ("**Property B**") for sale at an asking price of \$1,180,000 ("**T's Advertisement**"). Property B was owned by T's clients whom the Accused did not know.

Both T and the Accused were aware that T's Advertisement, being posted using the Accused's account, would contain the Accused's details such as her CEA registration number, EA name and contact number. T's Advertisement further contained a representation that interested parties could call the Accused or T for more details.

T's Advertisement remained on the Website from 14 November 2022 to 17 December 2022 during which it was visible to the public, and the Accused had therefore held out to the public as a salesperson during this period by allowing T's Advertisement to be made in her name.

On or around 20 December 2022, T manually reactivated T's Advertisement on the Website ("**1st Reactivated Advertisement**"). The 1st Reactivated Advertisement contained the same details and representations as per the initial T's Advertisement.

The 1st Reactivated Advertisement remained on the Website from 20 December 2022 to 22 January 2023 during which it was visible to the public, and the Accused had therefore held out to the public as a salesperson during this period by allowing the 1st Reactivated Advertisement to be made in her name

Following the expiry of the 1st Reactivated Advertisement, T again manually reactivated the 1st Reactivated Advertisement on or around 28 January 2023 (the "**2nd Reactivated Advertisement**"). This was also in furtherance of the Accused's knowledge and authorisation for T to use the Accused's account. The 2nd Reactivated Advertisement contained the sale details and representations as per the initial T's Advertisement.

The 2nd Reactivated Advertisement remained on the Website from 28 January 2023 to 31 January 2023 during which it was visible to the public, and the Accused had therefore held out to the public as a salesperson during this period by allowing the 2nd Reactivated Advertisement to be made in her name.

On or around 30 January 2023, Salesperson C happened to see the 2nd Reactivated Advertisement and contacted the Accused to enquire if he could co-broke a prospective transaction involving Property B. The Accused responded by informing Salesperson C that T would contact him. At all times, the Accused did not inform Salesperson C that she was not a registered salesperson at the material time.

Charges

The Respondent faced the following charges for holding out to the public as being a salesperson without first being registered under the Act, in contravention of Section 29(1)(a) of the Act:

Charge 1 (Proceeded)

By posting an advertisement on the Website from 6 January 2023 to 31 January 2023 advertising Property A for sale which represented that she was a registered salesperson and contained her CEA registration number and EA name, when her registration was suspended during the said period.

Charge 2

By allowing T's Advertisement to be made in her name from 14 November 2022 to 17 December 2022, which represented that she was a registered salesperson and contained her CEA registration number and EA name, when her registration was suspended during the said period.

Charge 3

By allowing T's Advertisement to be made in her name from 20 December 2022 to 22 January 2023, which represented that she was a registered salesperson and contained her CEA registration number and EA name, when her registration was suspended during the said period.

Charge 4 (Proceeded)

By allowing T's Advertisement to be made in her name from 28 January 2023 to 31 January 2023, which represented that she was a registered salesperson and contained her CEA registration number and EA name, when her registration was suspended during the said period.

Outcome

Pursuant to a plea offer, the Accused pleaded guilty to Charge 1 and Charge 4, and consented to Charge 2 and Charge 3 being taken into consideration for the purposes of sentencing.



Accordingly, the Court imposed the following sentences on the Accused:

Charge 1: A fine of \$12,000 (in default 36 days' imprisonment).

Charge 4: A fine of \$10,000 (in default 30 days' imprisonment).