

Intentional Suppression of Material Facts relating to Application for Renewal of Salesperson Registration

Facts of Case

The Accused was at the material time a registered salesperson with Estate Agent A.

The Accused's acquaintance, Salesperson J ("**J**"), was a registered salesperson with Estate Agent B. J got to know the Accused when J was a salesperson with Estate Agent A.

At all times in 2022, salespersons' eligibility to apply for a renewal of their registration for calendar year 2023 required, amongst others, the accumulation of 6 Continuing Professional Development ("**CPD**") credits by 30 September 2022.

On or around 17 August 2022, the Accused contacted J to ask J to help him "settle" his CPD requirements. J was agreeable, and the Accused offered to reimburse J the relevant fees for such CPD courses in September 2022.

On 31 August 2022, J updated the Accused that it was no longer possible for him to help, as CPD course providers made recordings of the course sessions and participants were required to "show face". The Accused was adamant for J to still assist him if it was possible to take the risk in doing so.

After further discussion, J used the Accused's log-in details to log into Estate Agent A's internal portal to sign up for CPD courses on the Accused's behalf. On 1 September 2022, J informed the Accused that the necessary CPD courses had been "booked for next week" and that J "will complete it".

Unknown to the Accused at that time, J had signed up, on the Accused's behalf, for two courses conducted by a course provider ("**H**"):

- (a) A course on 6 September 2022 from 2 pm to 4.30 pm ("**Course 1**"); and
- (b) A course on 8 September 2022 from 2 pm to 5 pm ("**Course 2**").

Prior to the commencement of CPD courses, it was H's practice to send out course details and URL links (for participants to join the online courses via Zoom) to registered participants via email. Based on H's records, the Accused "signed up" for Courses 1 and 2 on 1 September 2022.

Course 1

On or around 5 September 2022, H's representative emailed the necessary instructions to the registered participants of Course 1. The email included instructions that participants had to turn on their video cameras throughout the duration of the online course and show their entire face

in real-time. Participants were also informed that H would keep time-stamped photographs or snapshots of such course sessions.

On 6 September 2022, at or around 2 pm, J accessed the Accused's email inbox to retrieve H's email. Using the details provided by H, J then logged into the Zoom meeting (through which Course 1 was conducted) from his home. Within the Zoom meeting interface, J's face could be seen on the video feed together with his username being configured as the Accused's name. J sat throughout the whole of Course 1 under the Accused's name.

The Accused was subsequently issued a certificate of completion, bearing his name, via email on 7 September 2022. At all material times, the Accused did not attend Course 1.

Course 2

On or around 7 September 2022, H's representative again emailed the necessary instructions to registered participants of Course 2, which included the same instructions as with Course 1.

On 8 September 2022, J again accessed the Accused's email inbox to retrieve H's email. Using the details provided by H, J then logged into the Zoom meeting (through which Course 2 was conducted). Within the Zoom meeting interface, J's face could be seen on the video feed together with his username being configured as the Accused's name. J again sat throughout the whole of Course 2 under the Accused's name.

The Accused was subsequently issued a certificate of completion, bearing his name, via email on 9 September 2022. At all material times, the Accused did not attend Course 2.

However, H was unaware that the Accused did not attend Courses 1 or 2 himself or that J, having attended 'on behalf' of the Accused, was the individual whose face appeared on the video feeds for both Courses 1 and 2. H subsequently furnished the participation information to CEA, representing that the Accused had, on 6 September 2022 and 8 September 2022, accumulated 2 CPD credits on *each* of these days.

On 12 September 2022, J updated the Accused that the latter's CPD requirements had already been settled.

On 7 November 2022, the Accused proceeded to submit his application to CEA to renew his salesperson registration for calendar year 2023 via the Advanced CEA Estate Agencies System ("**ACEAS**"). At the point of submitting the application, ACEAS had reflected that the Accused had satisfied the CPD requirements applicable to him as H had unknowingly submitted information indicating that the Accused had attended Courses 1 and 2.

In truth and in fact, the Accused was not eligible to have his registration renewed as he had not accumulated 4 of the 6 CPD credits since he did not actually attend Course 1 and 2.

When the Accused accessed ACEAS on 7 November 2022, he had full knowledge that CEA's records had inaccurately reflected his fulfilment of CPD requirements and that ACEAS had therefore inaccurately reflected that the Accused was eligible to renew his salesperson registration.

However, the Accused deliberately and intentionally took no steps to inform CEA of any of the aforesaid inaccuracies. Instead, the Accused proceeded to initiate and submit his application for renewal of registration despite knowing that he had not fulfilled the necessary CPD requirements.

CEA subsequently contacted the Accused to attend an interview on 13 December 2022 in relation to his renewal application. Upon being informed about the interview, the Accused contacted J and requested for J to send him softcopies of the certificates of attendance for Courses 1 and 2. The Accused's interview was subsequently rescheduled to 19 December 2022.

On 19 December 2022, the Accused attended at CEA's premises for the interview. While a statement was being recorded from the Accused, he began using his mobile phone to contemporaneously correspond with J. The Accused asked J questions about Courses 1 and 2 which were intended to solicit facts which the Accused had no personal knowledge of but had been asked by CEA's officer.

The Accused stated in his statement that, amongst other things, he had attended Courses 1 and 2 himself and had downloaded the relevant certificates of completion himself. At all material times, the Accused knew that these statements were false and knowingly provided them to CEA's officer.

The Accused later admitted that he did not attend Courses 1 and 2 and had gotten J to attend them on his behalf. He also admitted that he did not know which CPD courses J had chosen until he was contacted about the interview on 12 December 2022.

The Accused further admitted in a subsequent statement that he had lied in the first statement about having attended Courses 1 and 2, and that the facts involving the dates and times of Course 1 and 2, as well as how they were conducted, were contemporaneously furnished by J on 19 December 2022.

Charges

The Accused faced the following charges:

Charge 1 (Proceeded)

For intentionally suppressing a material fact in relation to his application for renewal of registration as a salesperson when he submitted his application on 7 November 2022 knowing that he had not earned the minimum of 6 CPD credits required for eligibility to

renew his salesperson registration for the year 2023 and omitted informing CEA of his ineligibility with the intention of successfully procuring a renewal of his salesperson registration, in contravention of Section 64(1)(a)(ii) of the Estate Agents Act 2010 (the “Act”).

Charge 2

For making false statements which he knew to be false to CEA’s recording officer in his statement made in relation to his application for renewal of registration as a salesperson when he said, amongst other things, that he had attended Courses 1 and 2, in contravention of Section 64(1)(a)(i) of the Act.

Outcome

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

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

Charge 1: A fine of \$6,000 (in default 15 days’ imprisonment).