

## **S/N 7/2017 – Deceiving the Landlords about the Identity of the Tenant/Occupant of the Property and Withheld Relevant Fact from the Tenant/Occupant**

### **Facts of Case**

The Respondent was engaged by X, a singer/manager at a nightclub to source for a property for her to rent. The Respondent contacted salesperson L, who was engaged by the landlords of a condominium unit (the “**Property**”) which they were looking to lease out.

After viewing the Property, X was interested in leasing the Property and the Respondent passed a Letter of Intent for a one-year lease of the Property at a monthly rent of \$3,600, to L, on X’s behalf. The landlords considered the Letter of Intent and were concerned, *inter alia*, about X’s profile as a singer/manager of a nightclub and decided to reject X’s offer. In the Letter of Intent rejected by the landlords, X also had a number of refurbishing requests. L then informed the Respondent of the landlords’ decision.

Around the same time, L sent the landlords text messages regarding a new potential tenant, Z. In her text messages, L stated that the new potential tenant was not X, was married to a Greek, was her colleague’s tenant who had been looking for a unit for the past one week and was presently staying in a hotel. The landlords then instructed L to proceed with the lease to Z. At all material times, the landlords were not aware that Z was the Respondent, who had never intended to reside in the Property.

Thereafter, the Respondent met with X and L. L had prepared two tenancy agreements for the Property. In one tenancy agreement, the tenant’s name was reflected as X (“**X’s TA**”). In the other tenancy agreement, the tenant’s name was reflected as Z (“**Z’s TA**”). X signed off on the X’s TA and handed the security deposit of \$3,600 to the Respondent, who passed it on to L. X also paid the Respondent commission of \$1,800. On Z’s TA, the Respondent signed off as the tenant. L then passed Z’s TA and the security deposit to the landlords, who paid L a commission of \$1,800. At all material times, X was not aware of Z’s TA and the landlords were not aware of X’s TA. Both X’s TA and Z’s TA provided for the rental of the Property for one year, at a monthly rental of \$3,600.

Thereafter, L helped X to throw away the landlords’ furniture so that X could refurbish the Property. The Respondent also helped X purchase items for X’s refurbishing. X subsequently moved into the Property.

Towards the end of the one-year tenancy, the landlords engaged another salesperson to market the Property for rent. At this time, it was discovered that Z was actually the Respondent. The landlords also discovered that their Property was refurbished in a way that matched X’s refurbishing requests in her Letter of Intent, and a number of their original furniture had been thrown away. They also discovered defects caused to

the Property which would require an estimated amount of \$700 to reinstate. The landlords wrote in to Singapore Power and was informed that X was the applicant for their services for the Property. It transpired that X, and not Z or the Respondent, had resided in the Property. There was also an outstanding one month rent of \$3,600 that was not paid. As a result, the landlords forfeited the security deposit.

The Respondent had embarked on a deliberate and intentional course of misconduct and took active steps to conceal the deception from the landlords and her own client.

### **Charges**

The Respondent faced the following 2 charges:

#### **Charge 1 (Proceeded)**

Arranging for X to occupy the Property by deceiving the landlords that the Property was intended to be leased to and/or occupied by Z, instead of X whom the landlords had rejected as a tenant and occupant of the Property, in contravention of paragraph 7(1) read with 7(2)(a) of the Code of Ethics and Professional Client Care.

#### **Charge 2**

Withholding the relevant fact from X that the landlords of the Property had rejected X as a tenant and occupant of the Property, in contravention of paragraph 6(1) read with 6(2)(d) of the Code of Ethics and Professional Client Care.

### **Outcome**

Pursuant to a plea bargain, the Respondent pleaded guilty to Charge 1 while Charge 2 was taken into consideration for sentencing purposes.

The DC imposed the following financial penalty on the Respondent:

**Charge 2:** A financial penalty of \$8,000.

The DC had not made an order to suspend the Respondent as she was no longer a registered salesperson when the DC passed the sentence.

Fixed costs of \$1,000 were imposed on the Respondent.