

S/N 8/2015 – Disclosing Confidential Information Without Seller Client’s Consent and Failing to Render Professional Service by Failing to Act According to Seller Client’s Instructions

Facts of Case

The Respondent represented the seller in the sale of a unit in an uncompleted private condominium (“**Property**”). The seller wanted to fix the offer price for the sale of the Property at \$925,000. The Respondent then placed an advertisement on PropertyGuru on 22 June 2011.

The Complainant was interested to purchase the Property and instructed her salesperson to contact the Respondent to negotiate the purchase of the Property. The Complainant then decided to purchase the property at \$938,000.

On 1 July 2011, at around 2.00pm, the Complainant passed a cheque for \$9,380 (“**Cheque**”), and an Offer to Purchase to the Respondent through the Complainant’s salesperson. The Respondent then took a picture of the Cheque.

On the same day at about 7.05pm, the Complainant’s salesperson asked the Respondent if the seller was going to sell the Property. The Respondent informed the Complainant’s salesperson that the seller has decided to hold off the sale of the Property until after TOP as he believed he could fetch a higher price if he waited. The Complainant’s salesperson then informed the Complainant that the Property was no longer for sale.

On 2 July 2011, the Cheque and Offer to Purchase was returned by the Respondent to the Complainant’s salesperson. On the same day, the Complainant saw an advertisement posted by the Respondent for the Property in the classified section of the Straits Times. The Complainant decided to pose as another potential buyer and sent a text message to the Respondent expressing her interest to purchase the Property for \$930,000.

Despite the seller having informed the Respondent that he was no longer interested in selling the Property, and also without obtaining the seller’s consent on disclosing details of other offers to purchase the Property (including pictures of cheques and offers to purchase for the Property received), the Respondent sent the picture of the Cheque to the Complainant who was posing as another potential buyer. The Complainant while posing as another potential buyer then continued communicating with the Respondent about the sale of the Property, and was told by the Respondent that the seller intended to sell at \$980,000, when no such instruction was given by the seller to the Respondent.

Charges

The Respondent faced the following 2 charges:

Charge 1

For disclosing confidential information relating to her client without the client's consent, namely a picture of a cheque with potential purchaser's names and offer price, in contravention of paragraph 15 of the Code of Ethics and Professional Client Care.

Charge 2

For failing to render professional service to her client by failing to act according to her client's instructions, by continuing to market the Property when her client had told her that he no longer wished to sell the Property, in contravention of paragraph 6(1) read with paragraph 6(2)(a) of the Code of Ethics and Professional Client Care.

Outcome

The Respondent pleaded guilty to both Charges 1 and 2 and the Disciplinary Committee imposed the following financial penalties on the Respondent:

Charge 1: A financial penalty of \$1,500.

Charge 2: A financial penalty of \$3,000.

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