

S/N 3/2015 – Misleading a Public Officer by Holding Out as False Relation of Client and Knowingly Submitting to the HDB the Incorrect Resale Checklist on Behalf of Client

Facts of Case

The Respondent represented the seller in the sale of a Housing and Development Board (“HDB”) flat to the seller’s daughter. The Respondent prepared the Option to Purchase for both the seller and her daughter to sign.

At the first HDB appointment, the Respondent represented to the HDB officer that she was the niece of the seller, which was false. The Respondent was not related to the seller in any way and she knew that the seller had engaged her as the salesperson to assist with the sale of the flat.

At the same appointment, the Respondent also submitted the HDB’s “Resale Checklist for Sellers who do not engage salesperson” to the HDB officer. The Respondent did so despite knowing that the seller had engaged her as a salesperson in the sale of the flat. This “Resale Checklist for sellers who do not engage salesperson” also misled the HDB officer to believe that the Respondent was not a salesperson involved in the sale and purchase of the HDB flat and perpetuated the misleading representation to the HDB officer that the Respondent was the seller’s niece.

Charges

The Respondent faced the following five charges:

Charge 1 (Proceeded):

For misleading conduct that may bring discredit or disrepute to the estate agency industry by holding herself out to be the niece of the seller to a HDB officer, in contravention of Paragraph 7(1) read with Paragraph 7(2)(a) of the Code of Ethics and Professional Client Care (“Code”).

Charge 2 (Proceeded):

For not being fully conversant and complying with HDB procedure, as she had knowingly submitted to the HDB a “Resale Check List for Sellers who do not engage salesperson” on behalf of the seller who had engaged her as her salesperson, when the “Resale Check List for Sellers who do not engage salesperson” was meant to be used by sellers who do not engage salespersons, in contravention of Paragraph 4(1) read with Paragraph 4(2)(e) of the Code.

Charges 3, 4 and 5 (Taken into consideration):

For failing to give the seller a copy of two different Estate Agency Agreements and the Option to Purchase respectively, in contravention of Paragraph 8(4) of the Code.

Outcome

A plea bargain between the Respondent and CEA was reached whereby CEA proceeded with Charges 1 and 2, which the Respondent agreed to plead guilty to and was convicted of both charges, and with Charges 3, 4 and 5 to be taken into consideration for the purposes of sentencing.

Note: This case was referred to a CEA Disciplinary Committee (DC) before the operationalisation of the Estate Agents (Amendment) Act 2020 on 30 July 2021. With the Act amendments, the maximum financial penalty for disciplinary breaches has been raised and a DC can impose a higher financial penalty on errant offenders.

The DC imposed the following penalties on the Respondent:

Charge 1: Suspension of one month and a financial penalty of \$1,000.

Charge 2: Suspension of one month.

The suspensions were ordered to run concurrently.

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