

IN THE MATTER OF the *Real Estate Act*, R.S.A. 2000 c. R-5

**AND IN THE MATTER OF Norman Edward Goplin, real estate broker,
registered to Norman E. Goplin o/a Norm Goplin Realty at all material times,
currently unregistered**

INTRODUCTION

1. The Executive Director of the Real Estate Council of Alberta (hereinafter "RECA") conducted an investigation into whether or not the conduct of Norman Edward Goplin (hereinafter "Mr. Goplin"), real estate broker, registered with the Norm Goplin Realty brokerage at all material times, is deserving of sanction and/or whether or not he breached the requirements of the *Real Estate Act* (hereinafter "*Act*") or the Rules prescribed pursuant thereto (hereinafter the "Rules").
2. The Executive Director and Mr. Goplin agree to resolve all matters against Mr. Goplin on the terms and conditions set out herein.

AGREED STATEMENT OF FACTS

3. Mr. Goplin has no previous disciplinary history with RECA.
4. Mr. Goplin has been licensed in real estate since March 21, 1979. He has been licensed as a real estate broker since April 24, 1990.
5. Sometime in February 2005, C.S., owner of a property located at 10928 – 71 Avenue, Edmonton, listed this property for sale with Mr. Goplin through his brokerage Norm Goplin Realty.
6. A Real Estate Listing Contract between C.S. and Norm Goplin Realty was entered into according to Mr. Goplin for the listing of 10928 – 71 Avenue, Edmonton (hereinafter "the property"). No Real Estate Listing Contract was ever produced by Mr. Goplin during the investigation.
7. Mr. Goplin states that C.S. was living out of town in a remote area when she contacted him about listing the property for sale. He advises that he mailed her the Real Estate Listing Contract for her signature but that she never returned it to him.

8. Despite not having a signed Real Estate Listing Contract from C.S., on February 18, 2005, Mr. Goplin completed an Edmonton Real Estate Board residential input sheet so that the property could be listed on MLS.
9. Mr. Goplin was aware that the property was a revenue property for C.S. and that she did not live in it.
10. Mr. Goplin was aware that there were tenants residing in the property prior to him listing the property for sale.
11. Mr. Goplin did not speak with the tenants regarding the condition of the property prior to him listing the property for sale.
12. Sometime between February 18, 2005 to March 18, 2005, some interested parties were taking a look at the property. A.G. (hereinafter "A.G."), one of the tenants of the property who had been residing there for approximately one year, told one of the interested parties that the property had black mold and a mice infestation.
13. Mr. Goplin learnt about A.G.'s statement about the condition of the property to the prospective buyer and his/her real estate associate. Mr. Goplin phoned A.G. and told her not to say anything to any prospective buyers and/or their real estate associates in the future about the condition of the property.
14. Mr. Goplin did not take any steps to verify any of the comments made by A.G. about the condition of the property.
15. On or about March 5, 2005, P.M. (hereinafter "P.M.") along with her real estate associate L.C. (hereinafter "L.C.", registered with Re/Max Real Estate at all material times) viewed the property.
16. On or about March 7, 2005, L.C. on behalf of P.M. submitted an Offer to Purchase for the property to Mr. Goplin.
17. On May 8, 2005, final acceptance was reached between P.M. and C.S.. C.S. signed the REPC in High Level, Alberta and faxed the signed document to Mr. Goplin. Mr. Goplin signed as the witness to her signature even though he did not physically witness her signature.
18. The REPC provided that all deposits were to be held by the Norm Goplin Realty trust account.
19. At no time prior to the entering of the REPC did Mr. Goplin advise P.M. or L.C. of the tenants' concerns with respect to black mold and a mice infestation.

20. After P.M.'s purchase of the property, P.M. learnt that there was black mold on the property behind one of the bathroom walls and that the property had a mice infestation.
21. By way of letter dated March 26, 2009, the RECA investigator requested Mr. Goplin to provide the following documents and information (hereinafter "requested information and documents") by no later than April 16, 2009:
 - Copies of all brokerage bank statement, trust account statements, general ledger statements for the time period of February 1, 2005 – June 30, 2005 in relation to the sale of the property located at 10928 71 Avenue, Edmonton.
 - A copy of his cell phone records for the cell phone(s) used in the course of business for Norm Goplin Realty from the period of February 18, 2005 to March 8, 2005, including a list of phone numbers he would have used during this period. Mr. Goplin was also asked to sign a waiver which was attached with this letter by inserting the cell phone provider's contact information.
22. Mr. Goplin failed to provide the requested information and documents and on April 19, 2006, the RECA investigator sent Mr. Goplin another letter again requesting the same information and documents by no later than May 7, 2009.
23. On May 4 2009, Mr. Goplin responded to the RECA investigator's requests for information and documents by advising that he had resigned his brokerage's license and had retired as of March 31, 2009.
24. On May 8, 2009, the Executive Director of RECA formally requested Mr. Goplin to cooperate with the RECA investigation by providing the requested information and documents to the duly appointed RECA investigator by May 29, 2009.
25. To-date, RECA has not received the requested information and documents from Mr. Goplin.

CONCLUSION

26. By reason of the matters described herein, Norman Goplin's conduct is deserving of sanction in that he:
 - (a) was party to any agreement or conspiracy to conceal any latent defect or pertinent facts with respect to the property located at 10928 – 71 Avenue, Edmonton, contrary to section 4(c) of the *Code*

of Conduct (as it then was, in force from October 1, 1999 to September 30, 2006) by:

- upon becoming aware of the tenants' concerns about the property having mice and mold, and with his knowledge that C.S. did not reside in the property, failing to make verifications in order to determine the veracity of these concerns
- advising A.G. to not discuss the condition of the property with prospective purchasers
- not advising P.M. that the property had black mold and a mice infestation and/or not advising P.M. of the possibility that the property contained these defects

(b) failed to cooperate with a RECA investigation and with the RECA investigator duly appointed to investigate his conduct, contrary to section 38(4) of the *Real Estate Act* and section 41(h) of the *Real Estate Act Rules* by:

- failing to provide the information and documents requested of him by both the RECA investigator and the Executive Director to RECA

(c) made representations and/or carried on conduct that was reckless and/or intentional and that misleads or deceives any person or is likely to do so contrary to section 4(d) of the *Code of Conduct* (as it then was, in force from October 1, 1999 to September 30, 2006), by:

- listing himself as a witness to C.S.'s signature on the REPC when he did not actually see her signing the document.

SETTLEMENT TERMS

27. In settlement of these issues, Norman Goplin agrees that he will pay to the Real Estate Council of Alberta, a fine in the amount of \$10 000 [\$5000 for a breach of section 38(4) of the *Real Estate Act* and 41(h) of the *Real Estate Act Rules*, \$3000 for a breach of section 4(c) of the *Code of Conduct*, \$2000 for a breach of section 4(d) of the *Code of Conduct*] together with costs in the amount of \$1000.
28. Norman Goplin agrees to complete, within 6 months, the Ethical Practice in Real Estate course offered by the Alberta Real Estate Association, or a similar course at the sole discretion of the Executive Director.

29. Norman Goplin acknowledges that he has been given an opportunity to seek the advice of legal counsel and acknowledges that he is agreeing to the terms of settlement of his own free will.
30. Norman Goplin is aware that a copy of this Consent Agreement will be placed on his file and may be reviewed and considered in any future disciplinary proceedings.
31. Norman Goplin is aware that the Real Estate Council of Alberta may publish the contents of this Consent Agreement.
32. Norman Goplin hereby waives any rights he may have under the *Real Estate Act* or other legislation or otherwise to a review, hearing, appeal, or other judicial proceeding involving the matter referred to herein.
33. These settlement terms are intended to resolve all matters described herein and, subject to the approval of the Hearing Panel, the Executive Director will take no further action under the *Real Estate Act* or before the courts in this regard.

IN WITNESS WHEREOF the undersigned agrees and accepts the terms and conditions of this settlement this 17th day of June 2010.

Signed and delivered)
In the presence of)
)
)
)
D.B.)
Witness to the signature)
of Norman Goplin)

NORMAN GOPLIN

The Executive Director recommends to the Hearing Panel the proposed terms of settlement based on the Agreed Statement of Facts.

REAL ESTATE COUNCIL OF ALBERTA

V.H.
Witness to the signature
Of Bob Myroniuk

Per:
Bob Myroniuk
Executive Director

Recommendation Approved

_____ ✓ _____

Recommendation Denied

DATED at the City of Calgary, in the Province of Alberta this 24th day of June, 2010.

REAL ESTATE COUNCIL OF ALBERTA

Per: *Connie Leclair*
Hearing Panel Chairperson

