

2026 LSBC 17
Hearing File No.: HE20250010
Decision Issued: October 7, 2026
Citation Issued: October 2, 2025
Citation Amended: March 18, 2026

THE LAW SOCIETY OF BRITISH COLUMBIA TRIBUNAL
HEARING DIVISION

BETWEEN:

THE LAW SOCIETY OF BRITISH COLUMBIA

AND:

EDWIN SOON

RESPONDENT

DECISION OF THE HEARING PANEL

Hearing date:	May 4, 2026
Written materials:	June 8, 2026
	June 29, 2026

Panel:	Nicole Byres, KC, Chair
	Cyril Kesten, Public representative
	Jay Michi, Bencher

Discipline Counsel:	Alina Morrissey
---------------------	-----------------

Counsel for the Respondent:	Ian Donaldson, KC
-----------------------------	-------------------

Introduction

[1] The citation in this matter was issued on October 2, 2025 and subsequently amended on March 18, 2026 (the “Amended Citation”).

[2] Pursuant to the Amended Citation, the allegations against the Respondent, Edwin Soon are as follows:

On or about March 5, 2021, in the course of acting for your client AA in the purchase of a residential property, you failed to honour a trust condition imposed on you in a Conveyancer’s Instruction Report by disbursing approximately \$47,322.00 in trust funds to your client, when the trust condition required you to hold those funds in trust, and should the sale not complete, or upon request, repay the funds to the real estate brokerage, contrary to one or both of rules 5.1-6 and 7.2-11 of the *Code of Professional Conduct for British Columbia* [(the “Code”)].

This conduct constitutes professional misconduct, pursuant to section 38(4) of the *Legal Profession Act* [(the “Act”)].

[3] The facts and determination hearing occurred on May 4, 2026 (the “Hearing”).

[4] At the Hearing the Law Society informed the Panel that it was no longer seeking a finding that the Respondent acted contrary to rule 5.1-6 of the *Code*, and tendered in evidence:

- (a) a Notice to Admit (“NTA”) dated March 19, 2026, and
- (b) the Respondent’s Response to the NTA in which he admitted to the facts set out in the NTA as well as the authenticity of the documents attached.

[5] At the Hearing, the Respondent:

- (a) admitted proper service of the Amended Citation through his counsel and waived the requirements of Rule 4-19 of the Law Society Rules (“Rules”);
- (b) confirmed that the facts were not in dispute; and
- (c) admitted that his conduct constituted professional misconduct, pursuant to section 38(4) of the *Act*.

[6] In an oral decision at the Hearing, the Panel accepted the admitted facts and made a determination that the Respondent’s conduct constituted professional misconduct in relation to the Amended Citation.

[7] While the Respondent made some submissions on appropriate disciplinary action at the Hearing, the Panel set dates for the parties to provide written submissions on disciplinary action, which submissions were submitted by the Law Society on June 8, 2026 and by the Respondent on June 29, 2026.

[8] Rule 5-6.3(4) requires that reasons for a panel's findings be provided in writing. Accordingly, this decision will first address the Panel's reasons for its acceptance of the admitted facts and its findings of professional misconduct at the facts and determination phase, followed by its findings and reasons on appropriate disciplinary action and costs.

Facts and Determination Reasons

Background

[9] The Respondent was called and admitted as a member of the Law Society of British Columbia on August 1, 1986.

[10] Since approximately August 1986, the Respondent has practised law as a sole practitioner through the law firm "Edwin Soon Law Office" in Vancouver, BC (the "Firm").

[11] In January 2020, the Respondent transitioned from working full-time to working part time.

[12] The Respondent practises primarily in the area of real estate; specifically residential real estate.

Material Facts

[13] AA was the purchaser named in the contract of purchase and sale for residential property (the "Property") dated August 30, 2020 (the "Real Estate Transaction"). The completion date for the Real Estate Transaction was October 28, 2020.

[14] In or around September 1, 2020, the Respondent was retained by AA and BB, a daughter and mother respectively (collectively referred to as the "Client"), to assist with the Real Estate Transaction.

[15] The Client also retained the Respondent to draft a power of attorney whereby AA appointed BB as her attorney. BB was the instructing individual for AA for the Real Estate Transaction.

[16] The purchase price for the Property was \$1,268,000. A deposit of \$64,500 (the "Deposit") was paid by the Client on August 31, 2020 to a real estate brokerage (the "Real Estate Brokerage"), in trust, and the balance of the purchase price, namely \$1,228,839.35, was paid into the Respondent's trust account on or about October 24,

2020. The Respondent indicated in his trust ledger notes that the draft was “Received From [BB] (C/O Buyer)”.

[17] On or around October 14, 2020, the Respondent received a conveyancer’s instruction report, dated September 4, 2020, from the Real Estate Brokerage for the Real Estate Transaction (the “Conveyancer’s Instruction Report”). Of the \$64,500 Deposit, the Real Estate Brokerage issued a cheque to the Respondent in the amount of \$47,322 with a note that said, “refund of balance of deposit” (the “Excess Deposit”).

[18] At the time relevant to the Citation, the Respondent understood it was standard practice for a real estate brokerage to send any excess deposit funds, after deducting its commission, to the buyer’s lawyer to be held in trust.

[19] With respect to the Excess Deposit, the Conveyancer’s Instruction Report included the following trust conditions:

- (a) The funds will be held by you, in trust, as stakeholder pursuant to the provisions of the *Real Estate Act* and not on behalf of any of the principals to the transaction (the “First Trust Condition”).
- (b) Upon completion, the funds will be dispersed as provided in the Contract of purchase and sale. Should the sale not complete, or upon request, you will repay the funds to us in trust as stakeholder (the “Second Trust Condition”)

(collectively, the “Trust Conditions”).

[20] The Conveyancer’s Instruction Report also stated: “Should you be unable to comply with these instructions please return said funds to our office.”

[21] The Respondent understood that he was not required to communicate to the Real Estate Brokerage, either in writing or orally, that he was accepting the Trust Conditions, as his acceptance was evidenced by depositing the Excess Deposit into the Firm’s trust account.

[22] Pursuant to the Conveyancer’s Instruction Report, the Respondent understood that if he could not comply with the Trust Conditions, he would have to return the Excess Deposit to the Real Estate Brokerage and not hold it in trust with his Firm.

[23] At the time relevant to the Citation, the Respondent did not communicate to anyone at the Real Estate Brokerage that he believed that he was not bound by the Trust Conditions, or that the Trust Conditions were unreasonable.

[24] The Excess Deposit funds were deposited into the Firm's trust account on or around October 14, 2020. The Respondent's trust ledger for the Client, recorded the Excess Deposit; the Respondent did not keep the Excess Deposit and the Purchase Funds separate, but combined them, for a total of \$1,276,161.35 (the "Total Purchase Funds") recorded in the Firm's trust ledger as deposited (in the Firm's trust account) on behalf of the Client.

[25] The Real Estate Transaction did not complete by the completion date of October 28, 2020.

[26] After October 28, 2020, the Respondent received repeated requests from BB to return the Total Purchase Funds for the Property that were being held in trust by the Respondent.

[27] Despite the repeated requests from BB to return the Total Purchase Funds, the Respondent did not return the money to BB and/or AA forthwith. Instead, the Respondent held the Total Purchase Funds in his Firm's trust account (the "Trust Account"), between October 28, 2020 and January 5, 2021, before moving them to an interest-bearing guaranteed income certificate in the Firm's account at another bank ("Bank Account").

[28] In February 2021, the Respondent withdrew the Total Purchase Funds from the Bank Account, which had generated some interest, and he deposited the Total Purchase funds back into the Trust Account.

[29] On March 5, 2021, the Respondent issued a cheque to AA in the amount of \$1,274,975.35 for the Total Purchase Funds, as well as the accumulated interest, after the deduction of his legal fees. The cheque included a handwritten note by the Respondent that stated "purchase [Property address] 20153 Refund collapse sale by seller."

[30] Prior to issuing the cheque to AA in the amount of \$1,274,975.35, the Respondent considered keeping the Excess Deposit in his Firm's trust account and returning it to the Real Estate Brokerage, as outlined in the Second Trust Condition in the Conveyancer's Instruction Report. However, ultimately the Respondent decided not to do so because he believed that the seller was in breach of the Real Estate Transaction, and that AA would be upset if he kept the Excess Deposit and only returned the remaining amount to AA.

[31] On June 5, 2024, the Real Estate Brokerage requested that the Respondent return the Excess Deposit that had originally been delivered to him in trust for the Real Estate Transaction.

[32] On June 5, 2024, the Respondent advised the Real Estate Brokerage that he was not holding the Excess Deposit in trust and that he had returned the Excess Deposit to the Client along with the down payment following the collapse of the Real Estate Transaction, and after deduction of legal fees.

[33] On June 6, 2024, the Real Estate Brokerage advised the Respondent that the Excess Deposit had been delivered to him in trust pursuant to the Contract of Purchase and Sale and Conveyancer's Instruction Report and requested confirmation of the authority under which the Excess Deposit had been released.

[34] In a June 6, 2024 response to the Real Estate Brokerage, the Respondent stated that the seller had breached the Contract of Purchase and Sale, that he had acted on instructions from his Client, and that he had released the Excess Deposit back to the Client in March 2021. The Respondent further told the Real Estate Brokerage that he was not required to retain the Excess Deposit following the collapse of the Real Estate Transaction and that he held the funds in trust for the buyer, who was his Client.

[35] The Respondent did not comply with the Trust Conditions governing the Excess Deposit.

[36] In June 2024, a member of the Real Estate Brokerage submitted a complaint to the Law Society regarding the Respondent's conduct in the Real Estate Transaction concerning the handling and disbursement of Excess Deposit to the buyer.

[37] During the Hearing, on May 5, 2026, the Respondent admitted to the facts as set out in the Amended Citation and that his conduct constitutes professional misconduct.

Issues

[38] The Panel must determine:

- (a) if the conduct admitted by the Respondent amounts to professional misconduct;
- (b) if so, what is the appropriate disciplinary action; and
- (c) costs to be awarded.

Issue 1: Professional Misconduct

Onus and burden of proof

[39] To establish professional misconduct, the Law Society must prove the necessary facts, on a balance of probabilities¹, by leading sufficiently clear, convincing, and cogent evidence.

Test for professional misconduct

[40] The test for professional misconduct is clearly articulated in *Law Society of BC v. Martin* and requires a finding that the impugned conduct constitutes a “marked departure” from the conduct generally expected of a lawyer.² Such conduct need not be disgraceful or dishonourable to qualify as a “marked departure”.

[41] The *Martin* “marked departure text” is an objective one; a hearing panel must consider the appropriate standard of conduct expected of a lawyer and then determine if the lawyer falls markedly below that standard.³

[42] The marked departure test set out in *Martin* has been affirmed by the British Columbia Court of Appeal as the test for determining professional misconduct.⁴

[43] In determining the appropriate standard expected of lawyers, a hearing panel must consider relevant requirements of the *Act*, the Rules, and the *Code*, and then consider the duties and obligations that a lawyer owes to a client, to the court, to other lawyers and to the public in the administration of justice. Each case will turn on its particular facts.⁵

[44] Rule 7.2-11 of the *Code* states that a lawyer must:

- (a) not give an undertaking that cannot be fulfilled;
- (b) fulfill every undertaking given; and
- (c) honour every trust condition once accepted.

[45] The commentary to rule 7.2-11 explains that trust conditions are equivalent to undertakings and that a lawyer who accepts receipt of something, subject to trust conditions, is obligated to comply strictly with those conditions, even if they later appear unreasonable.

¹ *Foo v. Law Society of British Columbia*, 2017 BCCA 151 at para. 63.

² *Law Society of BC v. Martin*, 2005 LSBC 16 at para. 171.

³ *Law Society of BC v. Sangha*, 2020 LSBC 03 at paras. 65-67.

⁴ *Foo* at paras. 52-57; *Gregory v. Law Society of British Columbia*, 2024 BCCA 350 at paras. 65, 68, 69;

⁵ *Law Society of BC v. Kim*, 2019 LSBC 43 at para. 45.

[46] In *Law Society of British Columbia v. Heringa*,⁶ the Court of Appeal noted with approval the comments made by the hearing panel that trust conditions and undertakings are important tools in ensuring the efficiency of the administration of justice:

Undertakings are not a matter of convenience to be fulfilled when the time or circumstances suit the person providing the undertaking; on the contrary, undertakings are the most solemn of promises provided by one lawyer to another and must be accorded the most urgent and diligent attention possible in all of the circumstances.

The trust and confidence vested in lawyer's undertakings will be eroded in circumstances where a cavalier approach to the fulfillment of undertaking obligations is permitted to endure. Reliance on undertakings is fundamental to the practice of law and it follows that serious and diligent efforts to meet all undertakings will be an essential ingredient in maintaining the public credibility and trust in lawyers.

[47] The hearing panel in *Law Society of BC v. Harney*⁷ linked the importance of strict compliance with undertakings and trust conditions with public confidence in the legal profession, and the *Law Society of BC v. Dhindsa*⁸ stands for the proposition that the expectation that lawyers' undertakings will be fulfilled completely and fully is a vital tool of legal practice. In the *Law Society of BC v. McRoberts*,⁹ a hearing panel held that even one single breach of an undertaking could result in a finding of professional misconduct.

[48] It is because of the expectation that lawyers' undertakings will be strictly complied with, they are regularly used and relied on to facilitate and expedite the completion of real estate transactions.

[49] The material facts, which were admitted by the Respondent, prove the allegations in the Amended Citation, namely that:

- (a) the Real Estate Brokerage's Conveyancer's Instruction Report set out the Trust Conditions for the Excess Deposit, and those Trust Conditions were clear and unambiguous;
- (b) the Respondent accepted the Trust Conditions when he deposited the Excess Deposit into his trust account;

⁶ 2004 BCCA 97 at paras. 37-38.

⁷ 2018 LSBC 25 at para. 26.

⁸ 2019 LSBC 05 ("*Dhindsa F&D*") at paras. 78, 80.

⁹ 2010 LSBC 17 at para. 26.

- (c) the Respondent understood that he was to return the Excess Deposit to the Real Estate Brokerage if the Real Estate Transaction did not complete, or upon request by the Real Estate Brokerage;
- (d) after the Real Estate Transaction did not complete, the Respondent failed to return the Excess Deposit to the Real Estate Brokerage, and instead ultimately paid the Excess Deposit to the Client.

[50] The Respondent's decision to pay the Excess Deposit to his Client instead of returning it to the Real Estate Brokerage in accordance with the Second Trust Condition in the Conveyancer's Instruction Report violated rule 7.2-11 of the *Code*.

[51] The Panel considers that while the Respondent's conduct did not appear to cause actual harm to his Client, conduct of this nature has the effect of diminishing the reputation of the legal profession as a whole.

[52] Based on rule 7.2-11 of the *Code* and commentary and the decisions referred to above, the Panel finds the Respondent's conduct constituted a marked departure from the conduct the Law Society expects of its members, and consequently was professional misconduct.

Issue 2: disciplinary action

[53] In its June 8, 2026 submissions on disciplinary action, the Law Society says a one-month suspension is appropriate and proportionate in light of: the facts, the Panel's finding of professional misconduct, and the Respondent's professional conduct record as an aggravating factor.

[54] The Respondent's position on disciplinary action can be summarized as follows:

- (a) a one-month suspension sought by the Law Society is excessive given
 - (i) the facts,
 - (ii) there was no impact on the parties nor advantage to the Respondent due to his breach of undertaking, and
 - (iii) as a sole practitioner, a suspension would be more detrimental to the Respondent's practice, including because the Respondent does not have the support staff to manage his open files during

a suspension nor does he have the financial means to hire a lawyer in the interim;

- (b) the Panel should favourably consider the Respondent's admissions contained in the NTA and at the Hearing, including the admission he engaged in professional misconduct;
- (c) the Respondent is unlikely to repeat the misconduct;
- (d) the Respondent's conduct record including a previous finding of professional misconduct should not be considered by the Panel because they were dated and the Respondent acknowledged the breaches and took responsibility for them; and
- (e) a fine (the amount of which was not specified) would equal a suspension in terms of a deterrent to members of the legal profession, and be consistent with the public interest.

General principles on sanctions

[55] *Law Society of BC v. Ogilvie*¹⁰ sets out a non-exhaustive list of factors which may be relevant to determining an appropriate sanction (the "Ogilvie Factors"), as follows:

- (a) the nature and gravity of the conduct proven;
- (b) the age and experience of the respondent;
- (c) the previous character of the respondent, including details of prior discipline;
- (d) the impact upon the victim;
- (e) the advantage gained, or to be gained, by the respondent;
- (f) the number of times the offending conduct occurred;
- (g) whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating circumstances;
- (h) the possibility of remediating or rehabilitating the respondent;

¹⁰ 1999 LSBC 17.

- (i) the impact upon the respondent of criminal or other sanctions or penalties;
- (j) the impact of the proposed penalty on the respondent;
- (k) the need for specific and general deterrence;
- (l) the need to ensure the public's confidence in the integrity of the profession; and
- (m) the range of penalties imposed in similar cases.

[56] The Ogilvie Factors have been considered and endorsed in numerous Tribunal decisions on disciplinary action: see *Law Society of BC v. Lessing*¹¹ and the *Law Society of BC v. Faminoff*.¹² In *Lessing* the review board referenced and affirmed the Ogilvie Factors as reflecting the objects and duties of the Law Society as set out in section 3 of the *Act*. *Faminoff* confirmed that to reach a decision on sanction, the Panel must, “weigh the relevant factors in the context of the particular circumstances of the lawyer and the conduct that has led to the disciplinary proceedings”, considering both aggravating and mitigating factors.¹³

[57] The Law Society's mandate includes a specific direction under s. 3 of the *Act* to protect the public interest; any disciplinary action imposed must reflect this mandate.

[58] The application and weight given to the Ogilvie Factors will necessarily vary in each case. The protection of the public (which includes public confidence in the disciplinary process and in lawyers) and the rehabilitation of the lawyer will play an important role in most cases.

[59] A hearing panel is required to consider the application of these Ogilvie Factors within the framework of the purposes or goals of disciplinary proceedings, namely:

- (a) to ensure the public is protected from acts of professional misconduct and to maintain public confidence in the legal profession generally; and
- (b) to promote the rehabilitation of the respondent lawyer.

¹¹ 2013 LSBC 29

¹² 2017 LSBC 04

¹³ *Faminoff* at para. 87.

[60] If there is a conflict between these two purposes or goals, the first (protection of the public and maintaining public confidence in the legal profession), takes priority over the second.¹⁴

[61] The Ogilvie Factors were consolidated into four categories in *Law Society of BC v. Dent*¹⁵ as follows:

- (a) the nature, gravity and consequences of the conduct;
- (b) the character and professional conduct record of the respondent;
- (c) acknowledgement of the misconduct and remedial action; and
- (d) public confidence in the legal profession, including public confidence in the disciplinary process.

Our analysis of the sanctioning principles will consider each of these four categories.

Analysis

Nature, gravity and consequences of misconduct

[62] As discussed in paras. 44 to 48 of the Panel's decision above:

- (a) rule 7.2-11 of the *Code* requires a lawyer who accepts something subject to trust conditions to comply strictly with those conditions,
- (b) trust conditions are equivalent to undertakings,
- (c) reliance on undertakings is fundamental to the practice of law, and
- (d) compliance with undertakings is a necessary and essential to maintaining the public's trust in lawyers.

[63] The Respondent was aware of, accepted, understood and ultimately did not comply with the Trust Conditions. The Respondent failed to return the Excess Deposit to the Real Estate Brokerage and made the deliberate decision to pay the Excess Deposit to the Client instead, in breach of rule 7.2-11 of the *Code*.

[64] The Respondent argues there were no or minimal consequences arising from the Respondent's failure to comply with the Trust Conditions because the Excess Deposit was ultimately his Client's funds, and because no one received an advantage nor was anyone disadvantaged. This position fails to recognize that a breach of Trust

¹⁴ *Law Society of BC v. Nguyen*, 2016 LSBC 21 at para. 36.

¹⁵ *Law Society of BC v. Dent*, 2016 LSBC 05.

Conditions is serious in and of itself because the ability to rely on undertakings (and trust conditions) is fundamental to the practice of law. Real estate transactions, and commercial transactions more generally, depend on the absolute sanctity of these promises to create certainty and a stable and effective system. Compliance with undertakings is necessary and essential to maintaining the public's confidence in the legal profession.

Character and Professional Conduct Record ("PCR")

[65] The Respondent's PCR was entered into evidence at the Hearing. The review panel in *Lessing*¹⁶ provides some helpful guidance on the role of a PCR in determining disciplinary action:

[I]t would be a rare case for a hearing panel or a review panel not to consider the professional conduct record. These rare cases may be put into the categories of matters of the conduct record that relate to minor and distant events. In general, the conduct record should be considered. However, its weight in assessing the specific disciplinary action will vary.

Some of the non-exclusionary factors that a hearing panel may consider in assessing the weight given are as follows:

- (a) the dates of the matters contained in the conduct record;
- (b) the seriousness of the matters;
- (c) the similarity of the matters to the matters before the panel; and
- (d) any remedial actions taken by the Respondent.

In regard to progressive discipline, this Review Panel does not consider that *Law Society of BC v. Batchelor*, 2013 LSBC 9 stands for the proposition that progressive discipline must be applied in all circumstances. At the same time, the Review Panel does not believe that progressive discipline can only be applied to similar matters.

Progressive discipline should not be applied in all cases. A lawyer may steal money from a client. In such a case, we generally skip a reprimand, a fine or even a suspension and go directly to disbarment. Equally, a lawyer may have in the past engaged in professional misconduct requiring a suspension. Subsequently that lawyer may be cited for a minor infraction of the rules. In such a situation, progressive discipline may not apply, and a small fine may be more appropriate.

¹⁶ *Lessing* at paras. 71-74.

[66] Progressive discipline permits a hearing panel to impose a more significant sanction on a lawyer with a history of prior discipline than it would to a lawyer for similar misconduct, but who did not have a history of prior discipline. Further, the increased sanction that results from the application of progressive discipline is one way to address the various objectives of the discipline process, including specific deterrence and ensuring public confidence in the legal profession.¹⁷

[67] Details of the Respondent's PCR are as follows:

- (a) *LSBC Tribunal F&D Hearing decision March 20, 2026*— Findings of professional misconduct was made against the Respondent relating to all eight allegations for conduct that occurred between December 2015 and September 2020 that included: (i) incomplete, inaccurate and insufficient record-keeping done to enable and obscure the Respondent's misuse of trust accounts; (ii) breach of fiduciary duties; and (iii) conflict of interest (the "March 2026 F&D Decision").
- (b) *Conduct review report January 2021* – The Respondent attended a conduct review relating to his conduct in preparing and submitting documents with the Land Title Office ("LTO") where (i) e-signatures were applied to a LTO form when the Respondent was not in possession of the true copy, (ii) falsely representing he had a true copy of a LTO form when he did not, and (iii) amending two LTO forms after they were executed. The Respondent was advised that his conduct was inappropriate because the Land Title system relies on assertions to be true and accurate. The Respondent took steps to ensure he fully complied with and comprehended the Land Title regime. Ultimately, the Conduct Review Subcommittee recommended that no further disciplinary action be taken.
- (c) *Conduct review report August 2012* - The Respondent attended a conduct review relating to his breach of an undertaking in 2011 during a property transaction related to a litigation matter. The Respondent accepted an undertaking to pay the proceeds of the sale of the property to a law firm, however the Respondent's clients disagreed they consented to this payout and instead instructed the Respondent to hold the proceeds in his trust account which he did. The Respondent admitted he had breached the undertaking, apologized to the Subcommittee and said he would take steps in future to avoid the problems that gave rise to the

¹⁷*Law Society of BC v. Batchelor*, 2013 LSBC 09 at paras. 48-50.

breach. On this basis the Subcommittee recommended that no further disciplinary action be taken (“2012 Conduct Review”).

- (d) *Conduct Review report January 2010* – The Respondent attended a conduct review relating to his involvement in activities by his legal assistant who engaged in the unauthorized practice of law by preparing and charging fees for divorce documents. The conduct review record notes the Respondent swore over 50 affidavits sworn by that legal assistant and that the Respondent agreed that he should have known his assistant was engaging in the practice of law and that he did not put his mind to it.
- (e) *Administrative Suspension November 16-24, 2009* – The Respondent was suspended for nine days for failing to produce books, records and accounts for a Law Society audit.

[68] The Law Society argues that the Respondent’s PCR is an aggravating factor that the Panel should take into consideration in determining the appropriate sanction. The Law Society points to the 2012 Conduct Review, as being particularly relevant given it also relates to a breach of undertaking.

[69] The Respondent argues that the Panel should not consider the March 2026 F&D Decision that forms part of the PCR because that decision was rendered “years subsequent” to the conduct that is the subject of this matter. The Respondent’s position would have perhaps been more persuasive if all of the conduct considered in the March 2026, F&D Decision, was subsequent to the conduct in the Amended Citation, but that is not the case. Even though the March 2026 F&D Decision was rendered approximately five years after the 2021 events that led to the admission of misconduct in this matter, the events that were the subject of the March 2026 F&D Decision occurred between 2015 and 2019, approximately two years before. That said, the Panel acknowledges that no discipline has yet been determined for the March 2026 F&D Decision.

[70] The Respondent also argues that the 2012 Conduct Review should not be considered by the Panel because it involved a breach of undertaking that occurred 14 years ago (15 years ago if you consider the date of the breach of undertaking in that matter). However, as noted in *Lessing*,¹⁸ it is rare that a hearing panel would not consider a respondent’s PCR, and then only when they constitute “minor and distant events”. The Panel does not find the Respondent’s PCR record meets the criteria of

¹⁸ See paragraph 65 of the decision above.

“minor and distant events”, and therefore should be considered for the purposes of determining disciplinary action in this matter.

[71] The Panel does have the discretion to apply less weight to certain parts of a respondent’s professional conduct record, depending on: (a) the dates of the matters contained in the PCR; (b) the seriousness of the matters; (c) the similarity of the matters to the matters before the panel; and (d) any remedial actions taken by the Respondent. As noted previously, the Panel finds the matters in the PCR to be serious, and the August 2012 Conduct Review involved a breach of undertaking, a matter very similar to the misconduct in this matter.

[72] Besides the similarity of the conduct in the 2012 Conduct Review (i.e. breach of undertaking), the Panel takes note of some of the Respondent’s statements recorded in the report from the 2012 Conduct review, in which the Respondent justifies or explains his conduct including:

- (a) the Respondent’s stated belief that his client’s instructions took precedence over the undertaking he had accepted, and
- (b) he did not see any practical harm in what he had done because even though he had not paid the sale proceeds per his undertaking, these funds were held in his trust account.

The Panel also takes note of the Subcommittee’s statement in its report that “Undertakings are sacrosanct and are an integral part of the practice of law.”

[73] In 2012, in reliance on the Respondent’s acknowledgement of his breach of undertaking, apology, and assurance that he would take steps in the future to avoid the problems that gave rise to the breach, the Subcommittee recommended that no further disciplinary action be taken.

[74] Overall, the Respondent’s PCR demonstrates (at best) a laissez-faire approach to the Rules and the expectations of lawyers. The Panel finds that the Respondent’s PCR, and in particular, the breach of undertaking from 2012, is an aggravating factor.

Acknowledgement of the misconduct and remedial action taken

[75] At the outset of the Hearing the Respondent acknowledged his conduct constituted misconduct, which resulted in a shortened Hearing and simplification of the Panel’s decision.

[76] The Respondent did not make any submissions, either in his May 5, 2026 submissions nor his June 29, 2026 submissions on any remedial action he has or will take to prevent future occurrences.

Public confidence in the legal profession, including public confidence in the disciplinary process

[77] The public must have confidence in the legal profession and in the ability of the Law Society to self-regulate the legal profession.

[78] The need for public confidence in the legal profession and in the Law Society's ability to govern itself and disciplinary process underlies the primary purpose of disciplinary action as stated in the *Law Society of BC v. Tak*¹⁹ decision at para. 26:

The primary purpose of disciplinary action is set out in the following decisions: *Law Society of BC v. Hordal*, 2004 LSBC 36 at paragraph 51; *Law Society of BC v. Gellert*, 2014 LSBC 05 paragraph 36; and *Law Society of BC v. Hill*, 2011 LSBC 16. In *Hill*, the hearing panel commented at paragraph 3 that:

It is neither our function nor our purpose to punish anyone. The primary object of proceedings such as these is to discharge the Law Society's statutory obligation, set out in section 3 of the *Legal Profession Act*, to uphold and protect the public interest in the administration of justice. Our task is to decide upon a sanction or sanctions that, in our opinion, is best calculated to protect the public, maintain high professional standards and preserve public confidence in the legal profession.

Range of sanctions imposed in similar cases

[79] The Law Society referred the Panel to the *Law Society of BC v. Dhindsa*²⁰; the respondent in that case was given a seven-week suspension based in part on his PCR, including a conduct review for a breach of undertaking, which the Law Society argues was similar to the Respondent's PCR. The Law Society also noted that the respondent in *Dhindsa DA* also argued that no one was negatively affected by his breaches of undertakings as a mitigating factor to sanction, to which the panel said "... we do not accept that playing a lottery with respect to undertakings can be considered a mitigating factor."²¹

¹⁹ *Law Society of BC v. Tak*, 2014 LSBC 57.

²⁰ 2019 LSBC 36 ("*Dhindsa DA*").

²¹ *Dhindsa DA* at para. 18.

[80] The Law Society referred to the decisions in the *Law Society of BC v. Sahota*²²; *Law Society of BC v. Harney*²³, and *Law Society of BC v. Denovan Hill*²⁴, as cases with similar facts and which led to suspensions of 30 days or one month. A factor in each of these sanction decisions was the respondents' professional conduct records which included prior breaches of trust or undertakings.

[81] The Law Society's submissions highlighted the following quote from *Denovan Hill*²⁵:

In light of the importance of reliance on undertakings to the practice of law and the aggravating circumstances of this case, we think that there is a risk that a fine – even at the higher end of the scale – might reasonably be construed by a disinterested observer as a mere cost of doing business. That would undermine the principle of the *Heringa* decision.

[82] The Respondent says the *Dhindsa*, *Sahota*, and *Harney* decisions are distinguishable because he argues the facts were more aggravated and the moral culpability of the lawyers is greater than that of the Respondent.

[83] Regarding *Dhindsa*, the Respondent points to the findings in *Dhindsa* which involved breaches of undertakings in 16 separate real estate transactions.

[84] While technically the Respondent is correct, a review of the facts and determination decision in *Dhindsa F&D* clarifies that the respondent acted for both the vendor and purchaser corporations for all 16 real estate transactions referred to in three allegations. Further, the facts and determination panel rejected the respondent's submission that the real estate transactions should be treated as separate transactions and instead held that all conveyances must be considered as one larger transaction because of the similarity of developer, marketing terms, the fact the lots were sold in batches on three dates, and the similarity in the trust conditions.²⁶ An aggravating factor in *Dhindsa DA* was that the respondent was also found to be in a conflict of interest, while a mitigating factor was the respondent rectified the breaches of trust immediately.

[85] Regarding *Sahota*, the Respondent argues it is distinguishable because the respondent in *Sahota* ignored correspondence from opposing counsel, failed to supervise his staff, and ran a haphazard practice, whereas the Respondent maintained communication with the Real Estate Brokerage and attempted to communicate with

²² 2019 LSBC 8.

²³ 2018 LSBC 25.

²⁴ 2011 LSBC 16.

²⁵ *Denovan Hill* at para. 15.

²⁶ *Dhindsa F&D* at paras. 25-26.

the seller's lawyer. Regarding *Harney*, the Respondent argues it is distinguishable because the respondent in *Harney* released funds before a settlement was finalized and his communications with opposing counsel led them to believe he still held the funds in his trust account. The Panel does not agree *Sahota* and *Harney* are sufficiently different as to be distinguishable as argued by the Respondent.

[86] The Respondent referred to the following decisions in support of his submission that a fine was the appropriate disciplinary action: *Law Society of BC v. Sandrelli*²⁷; *Law Society of BC v. Richardson*²⁸; *Law Society of BC v. Promislow*²⁹, and *Law Society of BC v. Aleksejev*³⁰.

[87] Upon review of those decisions, the Panel is of the view that three of the decisions referred to by the Respondent can be distinguished as follows:

- (a) in *Sandrelli* and *Richardson*, the respondents did not have a PCR as an aggravating factor; and
- (b) in *Aleksejev*, the respondent's PCR related to events that occurred 25 years prior, and the hearing panel found that those events did not amount to a "pattern of behaviour".³¹

[88] In *Promislow*, while the respondent's PCR was comparable to that of the Respondent, the Law Society in *Promislow* did not seek an order of suspension but instead sought a fine of \$7,500 and the sanction imposed by the hearing panel included a fine of \$10,000 and a requirement to complete, to the satisfaction of the Practice Standards Committee, the online "Communications Toolkit" course developed by the Law Society by a fixed date failing which the respondent would be suspended until that requirement was met.³²

Conclusion on sanction

[89] After considering the facts, the Respondent's PCR and the above noted decisions, the Panel believes that a one-month suspension is a proportionate response as it balances the key considerations of the Ogilvy Factors (as consolidated in *Dent*), and is consistent with the range of sanctions imposed in similar cases. In particular, the Panel finds that a suspension rather than a fine would better support public confidence in the legal profession and in the Law Society's ability to govern itself in the public interest.

²⁷ 2015 LSBC 17.

²⁸ 2008 LSBC 5.

²⁹ 2009 LSBC 4.

³⁰ 2019 LSBC 34.

³¹ *Aleksejev* at para. 25.

³² *Promislow* at para. 31.

Issue 3 – Costs

[90] The Law Society's June 8, 2026 submissions seek an order that the Respondent pay costs in the amount of \$6,275.15 within 30 days of the Panel's issuance of its decision on this matter.

[91] The Respondent seeks an order of costs in the amount of \$2,500 plus the court reporter fees (which are \$656.25 according to the Draft Bill of Costs). In support of the reduced costs, the Respondent points to the fact he works part-time, and says his earnings were only \$36,000 in the previous year.

[92] Rule 5-11(3) provides that a panel must have regard to the tariff of costs in Schedule 4 in calculating the costs payable by a respondent. However, Rule 5-11(4) provides that a panel may order that the Society recover no costs or costs in an amount other than that permitted by the tariff if, in the judgment of the panel, it is reasonable and appropriate.

[93] In exercising its discretion under Rule 5-11(4) a panel may consider the factors set out in *Law Society of BC v. Racette*, 2006 LSBC 29. In that decision, the hearing panel noted the following relevant factors when considering an order for costs³³:

- (a) the seriousness of the offence;
- (b) the financial circumstances of the Respondent;
- (c) the total effect of the [sanction], including possible fines and/or suspensions; and
- (d) the extent to which the conduct of each of the parties has resulted in costs accumulating, or conversely, being saved.

[94] The Panel notes that had the Respondent informed the Law Society that he intended to admit his conduct constituted professional misconduct prior to the Hearing, the Bill of Costs would have been reduced by almost 50 per cent. Accordingly, the Panel is not prepared to reduce the costs sought by the Law Society, however, in light of the Respondent's financial circumstances and the fact he will be suspended for one month, the Respondent will have 100 days after the last day of his suspension period to pay costs of \$6,275.15.

³³ *Racette* at para. 13.

Summary

[95] The Panel finds that the Respondent's conduct as alleged in the Amended Citation and admitted by the Respondent constitutes professional misconduct.

[96] The Panel orders that:

- (a) the Respondent be suspended for a period of one month to commence on the first day of the first month following the date this decision is issued, or such other date as agreed upon by the parties; and
- (b) the Respondent pay costs in the amount of \$6,275.15 no later than 100 days after the last day of the suspension period.