



Citation: Hussnain Team P.R.E. Corporation trading as HH Homes Realty Brokerage and Hussnain Hameed, 2024 ONLAT 15109/TRESA

Licence Appeal Tribunal File Number: 15109/TRESA

Appeal from a Notice of Proposal to Revoke Registration issued by the Registrar under the *Trust in Real Estate Services Act*, 2002, S.O. 2002, c.30, Sched.C

Between:

**Hussnain Team P.R.E. Corporation trading as HH Homes Realty Brokerage and
Hussnain Hameed**

Appellants

and

Registrar, *Trust in Real Estate Services Act*, 2002

Respondent

DECISION

ADJUDICATOR: Rebecca Hines

APPEARANCES:

For the Appellant: Gary Caplan, Counsel
Aram Simovonian, Co-Counsel

For the Respondent: Shane Smith, Counsel

Court Reporters: Joni Zhamo, Victory Verbatim
Evan Sidawi, Arbitration Place

Heard by videoconference: May 14, 15, 16 and 22, 2024

OVERVIEW

- [1] The appellants, Hussnain Team P.R.E. Corporation trading as HH Homes Realty Brokerage (“HH Homes”) and Hussnain Hameed (“Hameed”) appeal the notice of proposal (“NOP”) issued by the Registrar (“respondent”) dated July 17, 2023, and Notice of Further Particulars dated October 20, 2023, to revoke the registrations of the appellants as a real estate brokerage and as a broker, respectively. The NOP and Notice of Further Particulars were issued pursuant to the *Real Estate and Business Brokers Act, 2002*, S.O. 2002, c. 30, Schedule C (“REBBA”), the predecessor of the *Trust in Real Estate Services Act, 2002*, S.O. 2002, c. 30, Sched. C (“TRESA”). These two statutes will be collectively referred to as the “Act” in these reasons. Section 52 of the *Legislation Act, 2006*, S.O. 2006, c.21, Sched. F provides that proceedings commenced under the former Act (REBBA) shall be continued under the amended Act (TRESA), in conformity with the amended Act as much as possible and using the procedures of the amended Act.
- [2] Hameed has been a registered salesperson under the Act since 2015.
- [3] In June 2021, HH Homes was registered under the Act and commenced operations. Hameed is the sole shareholder, officer and director of HH Homes. At the time, Hameed had not yet completed the real estate broker program and could not act as the broker of record, so he hired Birjis Rizvi (“Rizvi”) to be broker of record for HH Homes. In December 2022, Rizvi resigned and Hameed took over as broker of record after obtaining his certification.
- [4] At the time the NOP was issued, there was a shortfall of \$341,772.81 in the trust account of HH Homes. Hameed agrees that there is a shortfall, however, he has been unable to explain why.
- [5] The matter proceeded to a four-day videoconference hearing. On behalf of the respondent, I heard the testimony of the following representatives from the Real Estate Council of Ontario (“RECO”): Angela Volpe, Director of Registrations, Linda Jung, Inspector, and Anthony Smith, Investigator and Rizvi, former broker of record with HH Homes. For the appellant, I heard the testimony of Hameed and Prem Lobo, forensic accountant.
- [6] Pursuant to s. 14 of the Act, following a hearing the Tribunal may by order direct the Registrar to carry out the NOP or substitute its opinion for that of the Registrar and the Tribunal may attach conditions to its order or to a registration.

ISSUES IN DISPUTE

[7] The following issues are in dispute:

(i) With respect to Hameed:

- (a) whether pursuant to s. 10(1)(a)(i), having regard to Hameed's financial position or the financial position of an interested person in respect of Hameed (namely HH Homes), Hameed cannot reasonably be expected to be financially responsible in the conduct of business,
- (b) whether pursuant to s. 10(1)(a)(ii), Hameed's past conduct affords reasonable grounds for belief that he will not carry on business in accordance with law and with honesty and integrity, and
- (c) whether pursuant to s. 10(1)(c), Hameed, or an interested party in respect of Hameed (namely HH Homes), is carrying on activities that are in contravention of the *Act* or its regulations.

(ii) With respect to HH Homes:

- (a) whether pursuant to s. 10(1)(d)(i), having regard to HH Homes' financial position or the financial position of an interested person in respect of the corporation (namely Hameed), HH Homes cannot reasonably be expected to be financially responsible in the course of its business,
- (b) whether pursuant to s. 10(1)(d)(ii), having regard to the financial position of its officers or directors or an interested party in respect of its officers or directors (namely Hameed), HH Homes cannot reasonably be expected to be financially responsible in the conduct of its business; and
- (c) whether pursuant to s. 10(1)(d)(iii), the past conduct of HH Homes' officers or directors or of an interested person in respect of the corporation (namely Hameed) affords reasonable grounds for belief that its business will not be carried on in accordance with the law and with integrity and honesty.

RESULT

[8] For the reasons that follow, I find that the respondent has proven that having regard to the financial position or the financial position of an interested person in

respect of Hameed (namely HH Homes), the appellants cannot reasonably be expected to be financially responsible in the conduct of business. In addition, I find that there are reasonable grounds for belief that the appellants will not carry on business in accordance with the law and with integrity and honesty. Finally, I find that the appellants have carried on activities that are in contravention of the *Act* and regulations. After having considered whether an outcome short of revocation is appropriate, I find that is not the case for either appellant and, as a result, I direct the respondent to carry out the NOP.

ANALYSIS

Financial Responsibility

- [9] Section 10(1)(a)(i) of the *Act* provides that a registrant is disentitled to registration if having regards to their financial position they cannot reasonably be expected to be financially responsible in the conduct of business.
- [10] The NOP alleges that Hameed and HH Homes have not complied with their respective legislative obligations under the *Act* regarding the operation of the brokerage and the real estate trust account including sections 12, 27, 34 and 35 of the *Act*, s. 7, 19 and 30 of the General Regulation under the *Act*, O. Reg. 567/05, and s. 12, 13 and 14 of the Educational Requirements, Insurance, Records and Other Matters Regulation under the *Act*, O. Reg. 579/05 (collectively, the “Regulations”). The respondent submits that Hameed or the employees of HH Homes have failed to maintain a trust account safeguarding funds of the members of the public who are parties to real estate trades.
- [11] Section 14 of the Regulation 579/05 supports that if a brokerage determines that there is a shortfall in the trust account maintained under s. 27 of the *Act*, the brokerage shall immediately deposit sufficient funds in the account to eliminate the shortfall.
- [12] Hameed argues that Rizvi is responsible for the shortfall in the trust account because she was the broker of record between June 2021 and December 2022. Hameed alleges that Rizvi failed to keep proper banking records, trust accounts, trade records and prepare monthly reconciliation reports. Further, Hameed inherited the deficit created by Rizvi in December 2022 when he became the broker of record. It was impossible for him to reconcile the records and provide an explanation for the shortfall which is supported by the fact that it took four forensic accountants to make sense of the records in the preparation of the forensic accounting report. Hameed relied on Rizvi to make sure that the brokerage was compliant with *REBBA*, the *Act* and Regulations, and she was

incompetent and failed in her duties. The appellants maintain that the onus is on the respondent to prove on a balance of probabilities that the appellants are not financially responsible. The appellants submit that the fact that Hameed has been approved for a business loan three times worth the shortfall supports that he is financially responsible. Further, he would have paid the shortfall had the respondent agreed to lift the restrictions on his licence.

- [13] For the following reasons, I find that, having regard to both HH Homes and Hameed's financial positions, neither can reasonably be expected to be financially responsible in the conduct of business.
- [14] First, it is undisputed that as of the date of the hearing, Hameed has still not rectified the shortfall in the trust account. In email exchanges between Inspector Jung and Hameed following the respondent's issuance of the NOP, Hameed expressed that he was shocked to learn of the shortfall in July 2023. I find this inconsistent with text messages between Rizvi and Hameed in August 2022, where Rizvi advised Hameed that there was a shortfall in the commission account. Further, Hameed was copied on all of the emails sent from Inspector Jung between December 2022 and the date of the NOP which note ongoing issues with the trust accounts. The emails also support that Inspector Jung had requested that the brokerage rectify the shortfall and provide an explanation more than once prior to the NOP being issued. In addition, Hameed's evidence that he was shocked to learn of the shortfall was also inconsistent with the fact that he applied to refinance commercial property in May 2023. During cross-examination, Hameed confirmed that he applied for this loan to rectify the shortfall. As a result of the inconsistencies in his evidence, I find Hameed to be an unreliable witness.
- [15] Hameed testified that on August 18, 2023, he was approved by TD Bank for a loan in the amount of \$900,000, which was supported by a letter from the bank. Hameed asserts that the approval of this bank loan supports that he is financially responsible and has the financial means to pay back the shortfall and operate the business. I find that although Hameed has been approved for these loans, I was provided with no reasonable explanation for why between the date the NOP was issued until now he still has not paid money into the trust account to make up the shortfall as required. In an affidavit relied on by Hameed in support of the immediate suspension order ("ISO") hearing, he stated that he has refinanced his personal property and has the funds available to put into trust, if required, and as a condition to removal of the restrictions imposed on himself and the brokerage. I find that Hameed's attempt to have his licence reinstated in exchange for eliminating the trust account's shortfall to be self-serving. I find it also supports a

lack of genuine concern for missing trust funds and a failure to take financial responsibility. Further, I find the language in s.14 of O. Reg. 579/05 clear that Hameed and HH Homes were legally required to immediately rectify the shortfall in the trust account, which has not been done to date.

- [16] Second, I find the evidence supports that during Rizvi's tenure as the broker of record, Hameed unlawfully transferred money out of the trust and commission accounts to pay for the brokerage's credit card and for trades for his own financial benefit. For example, the TD bank records support that on June 24, 2022, a large transfer was made from the trust account into the commission account and then 15 bank drafts (in the amount of \$20,000 each) were drawn from the commission account to purchase lots on behalf of consumers for a project known as State View. During cross-examination, Hameed could not confirm that the cheques were provided by all of the consumers prior to the bank drafts being withdrawn from the commission account and he indicated that Rizvi was responsible for that.
- [17] I find the TD bank records support that over \$300,000 from the commission trust account was withdrawn when the brokerage had not yet received the money from the consumers. Because of the lack of monthly reconciliation statements and proper record keeping, I find it unclear from the bank records whether the money taken out for the State View bank drafts was ever fully repaid into the trust accounts. Hameed testified that Rizvi was aware of the State View trades and gave him permission for all of the transfers he made between the various accounts. He maintains that he did not know any better because he had not yet taken the brokerage certification course.
- [18] I find Hameed's explanation that Rizvi gave him permission to make the various transfers unworthy of belief. In text messages between Rizvi and Hameed on August 17, 2022, Rizvi asks Hameed for an explanation about three deposits of \$20,000 into the trust account and a withdrawal from the commission account in the amount of \$111,800. Hameed responded by advising Rizvi that the deposit was to ensure there was enough money in the account, so the cheque does not bounce, but no further explanation was provided. Then Rizvi advised Hameed that the commission account was negative and expressed concern about the RECO investigation and that she was concerned about her licence. Hameed replied by saying what is done is done and that he would fix things when he takes over as the broker of record. In my view, these text exchanges support that Hameed was making unauthorized withdrawals prior to Rizvi being made aware of them. I find the text messages do not support that he had permission to

transfer these funds and that Rizvi had little control over Hameed as the broker of record because he was the owner of the brokerage.

- [19] In addition, I find Hameed's admission during his testimony that he transferred funds between the accounts is inconsistent with his statement in his affidavit (in support of the ISO hearing) that he did not have any involvement in the financial dealings of the business during Rizvi's time as broker of record. Further, I find Hameed's explanation that he did not know that he was not permitted to transfer money from the real estate trust account unpersuasive because a) he has been a real estate salesperson since 2015 and he should have a general understanding of the proper use of trust funds; and b) as an owner of the brokerage he should have known or ought to have known what is and is not permitted. I find Hameed, as the sole directing mind of the brokerage, failed to ensure the broker of record was maintaining the trust accounts and preparing monthly reconciliation reports that balanced to ensure that there was compliance with the *Act*. I find Hameed's inaction supports that he cannot reasonably be expected to be financially responsible in the conduct of business.
- [20] I find that Hameed transferred money from the trust account to pay for the brokerage's business expenses because money was used to pay for the brokerage credit card bills which is a misappropriation of trust funds. Hameed acknowledged during cross-examination that the general account of the brokerage was operating with a \$90,000 deficit which means there was not enough money available to pay for the operation of the business. Further, he had bank drafts drawn from the trust and commission trust account prior to the money being received from consumers which demonstrates a lack of financial responsibility in his past conduct of business. He also had bank drafts drawn from the commission accounts to purchase lots from State View for his own financial benefit. In my view, using the commission trust account to purchase property for his own personal gain was a misuse of trust funds. I find Hameed misappropriated funds from the trust and commission accounts in relation to the State View trades and to pay for the brokerage's business expenses. I conclude that Hameed has not conducted business in a financially responsible way. I also find that this evidence supports that he has not acted in accordance with law, with integrity and with honesty.
- [21] While I acknowledge that Rizvi was not a competent broker of record and that she did not comply with the *Act* and regulations while employed with HH Homes, I find on a balance of probabilities that Hameed's misuse of the trust accounts likely contributed to the shortfall in the trust accounts in December 2022 prior to Rizvi's resignation. I also find it important to note that I find Rizvi to be an

unreliable witness because she made inaccurate statements to RECO that there was no deficit when she left the brokerage which is clearly not true. Further, she pointed the finger at Hameed when she herself did not comply with the *Act* and Regulations in carrying out her duties. However, based on the evidence as a whole, I find that Hameed, as the only owner and sole shareholder of HH Homes, is responsible for the shortfall even if he did not have knowledge of the *Act* about the proper use of trust funds. Either he knew about the legal requirements about trust accounts and disregarded them or he did not know them when he should and certainly before drawing money from the trust funds; neither conclusion is favourable to Hameed.

- [22] Finally, much was made by the appellant about the fact that the respondent never obtained a forensic accounting report in the course of its investigation even though it was recommended by Investigator Smith. As a result, the appellant submits that the respondent cannot prove that the appellants are not financially responsible. Angela Volpe testified that while an Investigator may make a recommendation, it is not RECO's responsibility to obtain a forensic accounting report, and this is not something RECO would do as part of an investigation. Ms. Volpe also testified that to see such a significant shortfall in a trust account is very rare and RECO takes it seriously because where money in a trust account is missing, it has likely been taken from a consumer. Missing trust money could put a consumer's deal in jeopardy because it could result in delays. Further, agents and other brokers may not receive timely payment of commissions which will have a financial impact on them.
- [23] Hameed relied on the forensic accounting report of Prem Lobo dated May 8, 2024. Mr. Lobo testified that he and his team of four accountants reviewed hundreds of trade and bank records in the preparation of the report. The accountant opined that all associated trade funds received from or disbursed to external parties were completely deposited and disbursed to the right people. However, money was improperly deposited into the trust account when it should have been deposited into the commission account. There were also numerous transfers and withdrawals from the trust and commission accounts related to non-trade related matters which should not have occurred. Mr. Lobo found no evidence that Hameed or HH Homes committed any acts of fraud or embezzlement of funds from the trust accounts. Further, the accountant determined that the shortfall potentially resulted from the mismanagement of deposits and withdrawals from the trust and commission accounts.
- [24] The report also provided an analysis of two time periods. The first was between June 2021 to November 2022, when Rizvi was the broker of record. The second

was between December 2022 to July 31, 2023, when Hameed took over as the broker of record. The appellants submit that the accountant's analysis of the second time-period supports that Hameed will conduct business in a financially responsible manner. The report notes that when Hameed became the broker of record there was a 98-99% improvement in the accuracy of deposits and disbursements and transfers between accounts; and a 68% improvement in the accuracy of non-trade related transactions.

- [25] Overall, I find the accounting report to be of limited value because as noted above, I have already determined that Hameed improperly transferred money between the trust and commission accounts when Rizvi was the broker of record. In addition, the fact that the accounting practice of the brokerage improved following the RECO investigation is not a surprise because Hameed was aware that he was being monitored. Further, while the report may indicate that there has been a 68% improvement since Hameed has been the broker of record regarding non-trade related transactions, mistakes are still being made. During cross-examination the accountant acknowledged that there is not supposed to be any non-related trade transactions coming out of the trust or commission accounts. Further, he was not aware of the fact that Hameed purchased three State View lots using money from the trust and commission trust account. The accountant acknowledged that these transactions should not have come out of the trust accounts. Although the accounting report supports an improvement after Rizvi left, I find it does not support that Hameed will conduct business in a financially responsible manner.
- [26] For the above-noted reasons, I find that the respondent has established on a balance of probabilities that having regards to Hameed's financial position that business will not be conducted in a financially responsible manner. Hameed, either through the employees of HH Homes or personally has failed to maintain a trust account safeguarding the funds of members of the public who are parties to real estate trades. Therefore, Hameed is disentitled to registration. Since Hameed is the sole directing mind of HH Homes, as an interested party, it follows that HH Homes is disentitled to registration.

Honesty and integrity

- [27] Section 10(1)(a) of the *Act* states that an applicant is entitled to registration if, in the registrar's opinion, they meet certain requirements. One of the prescribed requirements is that "the past and present conduct of the applicant affords reasonable grounds for belief that the applicant will carry on business in accordance with law and with integrity and honesty." An applicant who is notified

via a NOP that the registrar proposes to revoke registration is entitled to a hearing by the Tribunal. The respondent relied on the Divisional Court's decision in Yarco Developments Inc. v. Home Construction Regulatory Authority (Registrar), 2024 ONSC 93, for the principle that the once the respondent has demonstrated that there are reasonable grounds to believe that the applicant will not carry on business in accordance with law and with integrity and honesty, the onus of proof in a hearing by the Tribunal is on the appellant to prove the non-existence of reasonable grounds for belief supporting the Registrar's denial of registration of a licence.

- [28] The standard of "reasonable grounds for belief" was set out by the Court of Appeal in *Ontario (Alcohol and Gaming Commission of Ontario) v. 751809 Ontario Inc. (Famous Flesh Gordon's)*, 2013 ONCA 157 (CanLII). "Reasonable grounds for belief" is more than mere suspicion but is less than proof on a balance of probabilities. Reasonable grounds will exist where there is an objective basis for the belief which is based on compelling and credible information. Further, there must also be a nexus between the conduct in issue and the appellant's ability to conduct business under the *Act* serving the interests of the public. See *CS v. Registrar, Real Estate and Business Brokers Act, 2002*, 2019 ONSC 1652 (Div. Ct.) at para. 32.
- [29] In addition to the allegations in the NOP noted above, the respondent issued a Notice of Further particulars dated October 20, 2023, alleging that Hameed breached the terms of the ISO which was confirmed by the Tribunal in its decision dated September 20, 2023. I find the respondent has established that there are reasonable grounds for belief that neither Hameed nor HH Homes will carry on business in accordance with the law and act with honesty and integrity for the following reasons.
- [30] Section 27 of the *Act* sets out the requirements for a brokerage with respect to money that comes into the brokerage's hands in trust for other persons.

As highlighted above, I have already determined that Hameed used trust funds for improper purposes. I find Hameed's conduct shows a disregard for the law and lack of honesty. Further, I find the fact that he attempted to place all of the blame on Rizvi for the shortfall when he made unlawful transfers from the trust accounts shows a lack of integrity.

- [31] I find Hameed has ignored his legal obligations under s.14 of Regulation 579/05, because to date he has not rectified the shortfall in the trust account. Hameed has known about his obligation to pay back the shortfall for almost one year and,

despite having the financial means available to him, he continues to ignore the law.

- [32] Hameed and the brokerage have not complied with ss. 12 and 13 of Regulation 579/05 because neither Rizvi or Hameed have maintained a written record of money received in trust; and they have not complied with their legal obligation to prepare monthly reconciliation reports. This was acknowledged by both Rizvi and Hameed during their testimony.
- [33] In addition, I find Hameed breached the terms of the ISO. The respondent relies on a video posted on Hameed's personal Facebook account on September 25, 2023, which shows Hameed and former employees from HH Homes at an open house. In the video, Hameed says, "this is Hussnain Hameed back in action" with his team. He then walks through the property talking to various members of the team. Hameed testified that he did this video as a favour for a friend who was trying to sell a property but that he himself was not directly involved in a real estate trade. He submits "In his mind, he was simply performing as a talk show host to assist a former agent/employee. At no time did he advertise his brokerage or his being an agent."
- [34] I do not find Hameed's explanation persuasive because in the video he says, "this is Hussnain Hameed back in action," and he refers to his team. In my view, I find a reasonable person would interpret the video to mean that Hameed was still trading in real estate. As a result, I find Hameed breached the terms of the ISO in that he was trading in real estate while his licence was under suspension. I find this to be another example of his ongoing disregard of the law and a failure to act with honesty and integrity.
- [35] Finally, I find the respondent failed to prove the allegation that Hameed or HH Homes falsified and or furnished information or documents relating to a trade in real estate pursuant to s. 34 and 35 of the *Act*. This issue was not addressed at all at the hearing. Therefore, I find that these grounds of the NOP were not proven.
- [36] For the above-noted reasons, I find that the respondent has met its onus, in establishing that there are reasonable grounds for belief that Hameed and HH Homes will not carry on business in accordance with the law and act with integrity and honesty.

Non-compliance with the Act and Regulations

[37] Based on the above reasons, I also find that the respondent has met its onus under s. 10(1) (c) of the *Act*, in proving that both Hameed and HH Homes have carried on activities that are in contravention of the *Act* and Regulations. To avoid repetition, I do not find it necessary to repeat those findings here. As a result, I find that neither Hameed nor HH homes as an interested party are entitled to registration.

Is revocation of the appellants' licence the appropriate remedy?

[38] Having found that the appellants cannot reasonably be expected to be financially responsible in the conduct of business and that there are reasonable grounds for belief neither Hameed or HH Homes will not carry on business in accordance with the law, and act with integrity and honesty, I must now consider the appropriate remedy. The Tribunal has the statutory discretion to consider each appellant's circumstances and determine whether the public interest requires outright refusal to a licence or whether the public interest can be adequately protected through granting a licence with conditions.

[39] The respondent argues that terms and conditions are not appropriate in this case. The respondent relied on various case law in support of its position. I find the decision in *Mostafavi v. Registrar, Real Estate and Business Brokers Act, 2002*, 2018 CanLII 127591 ("*Mostafavi*") helpful because the allegations against the appellant in that case were similar in that the appellant misappropriated trust funds. Despite the fact that the appellant paid back the shortfall in *Mostafavi*, the Tribunal still determined that revocation was the appropriate penalty.

[40] The appellants submit that the Tribunal's jurisprudence supports that revocation of a licence should only be considered for the worst offences such as criminal activity, misleading disclosure to RECO, fraud or mistreating and abusing clients. The appellants relied on various decisions of this Tribunal where the conduct of the appellant was much worse than the present case and it was determined that revocation was the appropriate penalty. The appellants argue that in considering whether revocation is an appropriate remedy the Tribunal has considered whether there is a pattern of behaviour which raise concerns about future behavior in a regulated industry; whether there is a pattern of disregard for the law, dishonesty, abusive and unprofessional behavior, and whether there has been a failure to take responsibility for one's actions or obstruction with a RECO investigation.

[41] The appellant submits that none of the above factors exist in the present case. There has been no continuing pattern of behaviour which raises concerns about future non-compliance with the *Act*. This is supported by the accounting report which shows a huge improvement in accuracy since Hameed took over as the broker of record. Further, Hameed has cooperated with the RECO investigation throughout the process and has not behaved in an abusive and unprofessional manner. In addition, he has tried to comply with RECO's request for an explanation about the shortfall by spending over \$100,000 on a forensic audit. The appellant submits that the following terms and conditions are an appropriate and proportionate penalty:

- a) the appellants shall pay whatever deficit exists to date;
- b) the appellants shall, for 12 months, submit monthly reconciliations of HH Homes' accounts to RECO;
- c) the appellants shall, for 12 months, have the monthly reconciliations reviewed and approved by a third-party accountant; and
- d) such further and other conditions as the LAT may deem fit.

[42] I find that this is not an appropriate case for terms and conditions. The appellants have presented insufficient evidence to satisfy me that any terms and conditions will protect the public interest. I disagree with the appellants' submission that there has not been a pattern of non-compliance with the law. To date, he has not complied with the requirement to keep accurate trust accounts and prepare monthly reconciliation reports. The facts in this case support that the law has not been complied with since the brokerage opened. Further, Hameed has continued to disregard the law in that he has failed to pay back the shortfall. I find his failure to pay back the shortfall to be an aggravating factor in this case because the money is available to him. In my view, Hameed's suggestion that he will pay the shortfall in exchange for his licence reinstatement is completely inappropriate when he was required by law to pay it back immediately. Further, he did not comply with the suspension order which demonstrates an ongoing resistance to complying with the law.

[43] Also, the effectiveness of conditions on the appellant's licence is dependent, at least in part, on the appellant adhering to those conditions which, in turn, requires that the appellant act in accordance with the law and with honesty and integrity. In my view, I find terms and conditions are not a substitute for honesty and integrity.

[45] For the above-noted reasons, I find that there is insufficient evidence before the Tribunal to support that terms and conditions would be appropriate. I decline to impose terms and conditions on the ground that I am not satisfied that they would sufficiently protect the public.

ORDER

[46] Pursuant to s. 14 of the *Act*, the Tribunal directs the Registrar to carry out its NOP.

LICENCE APPEAL TRIBUNAL



Rebecca Hines
Adjudicator

Released: July 3, 2024