

IN THE MATTER OF THE REAL ESTATE ACT, S.A. 1996, c. R- 4.5**AND IN THE MATTER OF KIMBERLY DALTON formerly GEDDES o/a DALTON ENTERPRISES****INTRODUCTION**

1. The Executive Director of the Real Estate Council of Alberta conducted an investigation into whether Kimberly Dalton formerly Geddes o/a Dalton Enterprises, (hereinafter "Kimberly Dalton") breached the Real Estate Act or Rules prescribed pursuant to the Real Estate Act.
2. The Executive Director and Kimberly Dalton o/a Dalton Enterprises have agreed to resolve the allegations against Kimberly Dalton o/a Dalton Enterprises on the terms and conditions set out below.

AGREED STATEMENT OF FACTS

3. Kimberly Dalton, now Kimberly Janveau, of Calgary, applied on behalf of Owner (Tenant) Guard to become licensed on August 4, 1995 and was given a temporary licence and became the agent for Owner (Tenant) Guard while she obtained the requisite qualifications. This temporary licence expired at the end of December, 1995 and Ms. Dalton requested a further extension. Her licence was terminated on March 31, 1996 (due to a failure to complete the requisite licensing requirements) and Owner (Tenant) Guard ceased operations. Neither Kimberly Dalton nor Dalton Enterprises is authorized to trade in real estate as a real estate broker in the Province of Alberta as defined in the Real Estate Act.
4. Kimberly Dalton is the director and owner of Dalton Enterprises.
5. P.H. was an owner of a number of properties for which Ms. Dalton performed property management services. P.H.'s agreement with Ms. Dalton originally began on February 15, 1995, while Ms. Dalton was working under Owner (Tenant) Guard Inc. On June 1, 1996 the agreement was transferred over to Ms. Dalton under the unregistered trade name Dalton Enterprises. P.H. stated that he terminated the agreement with Ms. Dalton in September 1997.
6. A property management agreement document dated September 15, 1995, indicated that Ms. Dalton performed the following: she advertised properties, showed properties, negotiated leases, collected rents, contracted and paid for

maintenance including access to the trust account monies, and terminated leases.

7. Ms. Dalton was paid a percentage of rents collected and received a set fee for each lease negotiated.
8. Ms. Dalton earned \$17,132.01 in management fees and \$4,850 in leasing fees while working for P.H.
9. Ms. Dalton also conducted property management activities for S.T. P.D. and D.M. The agreement with D.M. is dated April 1, 1995, expiring March 31, 1996, and also began with Owner Guard. Ms. Dalton advertised properties, showed properties, negotiated leases in consultation with the owners, acted as a contact for tenant concerns, deposited rents into owners' accounts, contracted maintenance, and terminated leases.
10. Ms. Dalton was paid based on each transaction. P.D. stated that Ms. Dalton assisted him in property management for his properties as a favour and was not paid for her services.
11. By reasons of the matters set out herein, Kimberly Dalton and Dalton Enterprises have breached section 17 of the Real Estate Act by holding themselves out, advertising themselves and trading in real estate as real estate brokers without authorization issued by the Real Estate Council of Alberta.

SETTLEMENT TERMS

12. In settlement of these issues, Kimberly Dalton and Dalton Enterprises agree to immediately cease all trades in real estate as a real estate broker in the Province of Alberta.
13. Kimberly Dalton and Dalton Enterprises agree to immediately pay a settlement penalty in the amount of \$5,000 to the Real Estate Council of Alberta.
14. Costs of this matter are in the amount of \$2,000 and are payable immediately to the Real Estate Council of Alberta.
15. Kimberly Dalton and Dalton Enterprises acknowledge that they have been given an opportunity to seek the advice of legal counsel and acknowledge that they are agreeing to the terms of settlement voluntarily.
16. Kimberly Dalton is aware that a copy of this Settlement Agreement will be placed on her file and that it may be reviewed and considered in any future disciplinary proceedings.

17. The Executive Director of the Real Estate Council of Alberta agrees that this matter will not be the subject of any further prosecution proceedings under the Real Estate Act.
18. Kimberly Dalton and Dalton Enterprises hereby waive any rights they may have under the Act or otherwise to a review, hearing, appeal or other judicial proceeding involving the matter referred to herein.

IN WITNESS WHEREOF the undersigned agree and accept the terms and conditions of this settlement this 10 day of September, 1999.

Signed and delivered
in the presence of

"J.D."

Witness to the signature
of Kimberly Dalton)

Per: "Kimberly Dalton"

Dalton Enterprises

Per: "Kimberly Dalton"
Kimberly Dalton

Real Estate Council of Alberta

"J.P."

Witness to the signature
of Bob Myroniuk

Per: "Bob Myroniuk"

Bob Myroniuk
Executive Director

AFFIDAVIT OF EXECUTION

CANADA

)

I, J.D.

)

(name of witness),

PROVINCE OF ALBERTA

)

of the City of Calgary, in the Province of

)

TO WIT:

)

Alberta

MAKE OATH AND SAY:

1. THAT I was personally present and did see Kimberly Dalton named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
2. THAT the same was executed at the City of Calgary, in the Province of Alberta, and that I am the subscribing witness thereto.
3. THAT I know the said party and she is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City
of Calgary in the Province of
Alberta this 10 day of)

)

September, 1999.)

)

"J.D."

)

(signature of witness)

)

"B.S."

)

A Commissioner for Oaths in and for
the Province of Alberta)

)

Print name