

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

AND IN THE MATTER OF Dale Willerton and The Lease Coach Inc. previously known as Associate Resources Lease Consultants Inc.

INTRODUCTION

1. The Executive Director of the Real Estate Council of Alberta ("the Executive Director") conducted an investigation into whether Dale Willerton and The Lease Coach Inc. (sometimes carrying on business as The Lease Coach), and previously known as Associate Resources Lease Consultants Inc. (sometimes carrying on business as Associate Resources Lease Consultants), (and hereinafter collectively referred to as the "Lease Coach Parties") breached the provisions of the Real Estate Act ("Act") or the Rules prescribed pursuant to the Act.
2. The Executive Director and the Lease Coach Parties have agreed to resolve the allegations in regards to the Lease Coach Parties on the terms and conditions set out below.

AGREED STATEMENT OF FACTS

3. The Lease Coach Inc. is a duly registered Alberta corporation. The sole shareholder and Director is L.W. having its registered office address at #1044 10303 Jasper Avenue Edmonton, Alberta T5J 3N6. None of the Lease Coach Parties were authorized to trade in real estate by the Real Estate Council of Alberta at any time material hereto.
4. In December of 2000, The Lease Coach Inc. sent a package of materials to an individual advising that "We [The Lease Coach Inc.] assist tenants in professional lease consulting services [including] (coaching-Negotiating-Site Selection-Document Review)"
5. On or about August 22, 2001, the Real Estate Council of Alberta received a marketing package. The return address indicated that marketing package was from Associate Resources Lease Consultants. Included in the package were a 2001 rate sheet; Dale Willerton's business card; a 49-page brochure and an audiotape.
6. The 2001 rate sheet includes the following information:
 - a. **(2) The Negotiating Package:**
Once you have selected a few properties I do the negotiating for you. There is no substitute for face to face-one on one negotiating. You can be partially or totally involved in the process, but I do the talking and negotiating; and you reap the benefits of both my experience and skill....\$2,880

b. (3) The Site Selection & Negotiation Package:

I do the physical site selection work, Remember, you can renegotiate almost any part of your lease agreement except the physical location. Selecting the right property, and even the right space for your company inside the building is like laying the first brick upon which every other brick is laid (includes Package one & two) ...\$3,840.

7. The Rate Sheet includes the names of Dale R. Willerton, The Lease Coach and Associate Resources Lease Consultants and the phone number (780) 448-2645.
8. The 49-page brochure includes a number of testimonials from clients of the Lease Coach Parties. A testimonial from one of Dale Willerton's clients states "At Associated Resources, Mr. Dale Willerton was very approachable and friendly, and took over the burden of negotiating the entire lease for my company with various landlords, so that I only had to relax and listen."
9. On or about August 27, 2001, Dale Willerton advised an Investigator of the Real Estate Council of Alberta that the Lease Coach Parties negotiate approximately 100 transactions a year. A previous client of Dale Willerton and The Lease Coach was contacted and she confirmed that Dale Willerton and The Lease Coach traded on her behalf.
10. On or about September 7, 2001, The Lease Coach sent an Investigator of the Real Estate Council of Alberta further marketing materials. Included in the package was a hand written note from Dale Willerton, photocopied articles, Canadian Business Franchise magazine containing an article written by Dale Willerton and a videotape.
11. By reason of the matters described herein, from April 15, 1999 until September 27, 2002, the Lease Coach Parties traded in real estate as real estate brokers and held themselves out as persons who could trade in real estate, without the appropriate authorization for that purpose, in breach of Section 17 of the Act.

SETTLEMENT TERMS

12. The Lease Coach Parties agree to immediately pay to the Real Estate Council of Alberta the amount of \$4,000.00 together with costs in the amount of \$500.00.
13. The Lease Coach Parties agree not to hold themselves out as real estate brokers nor trade in real estate until receipt of the appropriate authorization for that purpose issued by the Real Estate Council of Alberta. On September 27, 2002 The Lease Coach Inc. o/a The Lease Coach obtained the appropriate authorization to trade in real estate as a real estate brokerage from the Real Estate Council of Alberta.
14. The Lease Coach Parties acknowledge they have been given an opportunity to seek the advice of legal counsel and acknowledge that they are agreeing to the terms of settlement of their own free will.

15. The Lease Coach Parties are aware that a copy of the Settlement Agreement will be placed on their files with the Real Estate Council of Alberta and may be reviewed and considered in any future disciplinary proceedings.
16. The Real Estate Council of Alberta shall be entitled to publish a notation in the *Regulator* that this settlement has been reached and the settlement amount. No names or other particulars shall be published in the *Regulator*. It is understood that a copy of this Settlement Agreement and the provisions contained herein, including the names of the parties, will be placed on the Real Estate Council of Alberta's public record of decisions and agreements which is available for review by the general public.
17. These settlement terms are intended to resolve all matters relating to the breaches of section 17 of the Act from April 17, 1999 to the date hereof, by the Lease Coach Parties. If all terms and conditions are met as set out herein then the Executive Director will take no further action under the Act or before the courts in this regard.

IN WITNESS WHEREOF the undersigned parties agree to and accept the terms and conditions of this settlement this 8 day of November 2002.

Signed under corporate seal by a duly authorized signatory of the Corporation.	)	The Lease Coach Inc., previously known as Associate Resources Lease
)	
"L.M."	)	per: "L.W." Director
)	
)	
"L.M."	)	"Dale Willerton"
Witness to the signature	)	Dale Willerton
of Dale Willerton)	
	)	REAL ESTATE COUNCIL OF ALBERTA
)	
"J.C.")	
Witness to the signature	)	per: "Bob Myroniuk"
of Bob Myroniuk	)	Bob Myroniuk, Executive Director

AFFIDAVIT OF CORPORATE AUTHORITY

CANADA	)	I, DALE WILLERTON
)	
PROVINCE OF ALBERTA	)	of the City of Edmonton,
)	
TO WIT:	)	in the Province of Alberta,
)	
	)	MAKE OATH AND SAY:

1. I am an officer of The Lease Coach Inc. (the "Corporation").
2. I am duly authorized by the Corporation to execute the Agreement to which this Affidavit is attached and to deliver the Agreement for and on behalf of the Corporation without attaching the Corporate Seal of the Corporation thereto.

SWORN BEFORE ME at the City of)
Edmonton, in the Province of Alberta,)
this 1st day of ~~October~~, 2002)
November)
)
)
"L.M.")
_____)
A Commissioner for Oaths in)
and)

"Dale Willerton"

DALE WILLERTON

AFFIDAVIT OF EXECUTION

CANADA	)	I, L.M.
)	
PROVINCE OF ALBERTA	)	of the City of Edmonton,
)	
TO WIT:	)	in the Province of Alberta,
)	
	)	MAKE OATH AND SAY:

1. That I was personally present and did see Dale Willerton, on his own behalf and as an officer of The Lease Coach Inc., duly sign and execute the annexed instrument for the purpose named therein.
2. That the Dale Willerton named in the annexed instrument is personally known to me to be the person named therein.
3. That the annexed instrument was executed at Edmonton, in the Province of Alberta, and I am the subscribing witness thereto.
4. That I know Dale Willerton, and he is, in my belief, of the full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Edmonton, in the Province of Alberta,)
this 30 day of October, 2002.)
)
"P.C.")
A COMMISSIONER FOR OATHS in and)
for the Province of Alberta)

"L.M."

AFFIDAVIT OF EXECUTION

CANADA	)	I, J.C.,
PROVINCE OF ALBERTA	)	OF THE CITY OF CALGARY
TO WHIT	)	IN THE PROVINCE OF ALBERTA,
		MAKE OATH AND SAY:

1. That I was personally present and did see Bob Myroniuk duly sign and execute the annexed instrument for the purpose named within.

2. That the Bob Myroniuk named in the annexed instrument is personally known to me to be the person named therein.

3. That the annexed instrument was executed at Calgary, in the Province of Alberta, and I am subscribing witness thereto.

4. That I know Bob Myroniuk, and he is in my belief, of full age of eighteen (18) years.

SWORN BEFORE ME at the City of)
Calgary, in the Province of Alberta,)
this 13 day of November, 2002.)
"S.C.")
A COMMISSIONER FOR OATHS in)
the Province of Alberta)

"J.C."
J.C.