

**IN THE MATTER OF PART 3 OF THE  
LEGAL PROFESSION ACT, RSA 2000, c. L-8**

**AND**

**IN THE MATTER OF A HEARING REGARDING  
THE CONDUCT OF ALISON SOBOL  
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

**Single Bencher Hearing Committee**

Bud Melnyk, QC – Chair

**Appearances**

Miriam Staav – Counsel for the Law Society of Alberta (LSA)

William Hembroff – Counsel for Alison Sobol

**Hearing Date**

September 29, 2020

**Hearing Location**

Virtual Hearing

**HEARING COMMITTEE REPORT - SANCTION**

**Overview**

1. Alison Sobol is a member of the Law Society of Alberta having been admitted on July 21, 2006, and she is an active and current member.
2. The LSA was represented by Miriam Staav and Ms. Sobol was represented by William Hembroff.

**Preliminary Matters**

3. There were no objections to the constitution of the Committee or its jurisdiction, and a private hearing was not requested, so a public hearing into the appropriate sanction proceeded.

**Background and Facts**

4. The LSA and Ms. Sobol entered into an Agreed Statement of Facts and Admission of Guilt (the Agreed Statement) in relation to Ms. Sobol's conduct. The Agreed Statement,

appended to this Report, sets out the relevant facts. The following is a brief summary of those facts:

- (a) Ms. Sobol was acting for the purchasers of a residential property under a standard Alberta Real Estate Residential Contract. This Contract contained a clause that required the Seller to provide a Real Property Report (“RPR”).
  - (b) The Sellers’ lawyer advised Ms. Sobol prior to possession of a minor encroachment onto the adjacent property. To remedy the encroachment issue the Sellers’ lawyer indicated he would use his best efforts to obtain an encroachment agreement from the neighbours. Ms. Sobol did not ask the Sellers’ lawyer for a copy of an RPR and she did not inform her clients of the encroachment issue prior to closing.
  - (c) The sale closed without an RPR and Ms. Sobol did not obtain her clients’ consent to close without an RPR.
  - (d) Further complicating matters, Ms. Sobol did not obtain instructions from her clients to negotiate a holdback to address the RPR issues.
  - (e) As a result of this conduct Ms. Sobol acknowledges that: (i) she failed to advise her clients of the benefits of obtaining a new RPR and Certificate of Compliance; (ii) she failed to obtain a new RPR and to review same prior to closing the sale, absent her clients express waiver of same; (iii) she failed to advise her clients about the encroachment issues prior to closing; (iv) she did not obtain her clients’ instructions to close the deal without an RPR; and (v) she failed to negotiate a holdback.
5. The Conduct Committee found the Agreed Statement acceptable. Accordingly, pursuant to subsection 60(4) of the *Legal Profession Act* (the *Act*), it is deemed to be a finding of this Hearing Committee (Committee) that Ms. Sobol’s conduct is deserving of sanction in relation to the following citation:
- It is alleged that Alison Sobol failed to provide competent, conscientious and diligent services to her clients, including failing to take steps to protect her clients’ interests and obtain her clients’ instructions, and that such conduct is deserving of sanction.
6. As provided by subsection 60(3) of the *Act*, once the Agreed Statement was accepted by the Conduct Committee, the hearing into the appropriate sanction could be conducted by a single Bencher. I was therefore appointed to conduct this sanction hearing.
7. After reviewing all of the evidence, the exhibits and hearing the submissions of the LSA and counsel for Ms. Sobol, and for the reasons set out below, the Committee has determined that a reprimand and costs are appropriate.

## Decision on Sanction

8. The LSA and Ms. Sobol jointly submitted the following sanction:
  - (a) Reprimand; and
  - (b) Partial payment of costs.
9. Counsel for the LSA and for Ms. Sobol confirmed their understanding that the Committee is not bound by a joint submission on sanction. However, a Committee is required to give serious consideration to a joint submission, should not lightly disregard it and should accept it unless it is unfit or unreasonable, contrary to the public interest, or there are good and cogent reasons for rejecting it.
10. Section 49(1) of the *Act* sets out the following factors to be considering in determining the appropriate sanction:
  - 49(1) For the purposes of this Act, any conduct of a member, arising from incompetence or otherwise, that
    - (a) is incompatible with the best interests of the public or of the members of the Society, or
    - (b) tends to harm the standing of the legal profession generally,is conduct deserving of sanction, whether or not that conduct relates to the member's practice as a barrister and solicitor and whether or not that conduct occurs in Alberta.
11. After reviewing all of the evidence and exhibits, the submissions of the LSA, counsel for Ms. Sobol and the submitted cases, I have determined that the joint submission is reasonable, consistent with sanctions in similar cases, does not bring the administration of justice into disrepute and is therefore in the public interest.
12. In mitigation I have considered the following:
  - (a) That Ms. Sobol was cooperative with the LSA and she willingly entered into the Agreed Statement.
  - (b) The admission of guilt avoided an unnecessary contested hearing, witness inconvenience, and process costs.
  - (c) Ms. Sobol did not engage in any reckless or deliberate misconduct, but rather her errors appear to have arisen from inattention.

- (d) Ms. Sobol has no prior disciplinary record.
  - (e) While prior decisions are not binding, I would agree that any sanction in this matter should avoid undue disparity with other decisions.
13. In accordance with section 72 of the *Act*, I hereby order the following:
- (a) That Ms. Sobol be reprimanded.
  - (b) That Ms. Sobol pay partial costs.
14. The reprimand was given orally at the hearing as attached in Appendix B to this decision.

### **Publication of Decision**

15. Counsel for Ms. Sobol made an application to have the published written decision varied to state that “partial costs are payable” and to thereby make no reference to the amount or the payment terms. The principle basis for this request was that the details of the amount payable and the payment terms would add nothing to the transparency of the decision. Counsel for the LSA was opposed to the application and was of the view that the written public decision should be clear and complete.
16. Rule 106(2) provides that the publication “means making information about the member and information about a member’s disciplinary information and practicing status publicly available”.
17. Rule 106(5) provides that a “tribunal may make a publication order directing the Executive Director to publish or withhold certain information, on application by a member or Society counsel.”
18. It is fair to say that the principle purpose of a written decision is to provide sufficient information to the public and the profession about the nature of the conduct and whether the member was disbarred or suspended. In this regard disclosing specific details about repayment of costs will not necessarily in this case offer any relevant information to the public or the profession. In other words, Rule 106, regarding publication will still be satisfied even absent cost payment details.
19. I therefore direct the Executive Director to only reference that Ms. Sobol was “ordered to pay partial costs” in any publication of disciplinary information in this matter. Any reference to the amount of those costs or the payment terms shall be redacted for publication.

## **Concluding Matters**

20. The exhibits, other hearing materials, and this report will be available for public inspection, including providing copies of exhibits for a reasonable copy fee, although redactions will be made to preserve personal information, client confidentiality and solicitor-client privilege (Rule 98(3)).
21. No Notice to the Profession is ordered.
22. No Notice to the Attorney General is to be made.

Dated at Calgary, Alberta, November 5, 2020.

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Bud Melnyk, QC

IN THE MATTER OF THE *LEGAL PROFESSION ACT*

- AND -

IN THE MATTER OF A HEARING REGARDING THE CONDUCT OF  
**ALISON SOBOL**  
A MEMBER OF THE LAW SOCIETY OF ALBERTA

HEARING FILE HE20200063

**STATEMENT OF ADMITTED FACTS, EXHIBITS,  
AND ADMISSIONS OF GUILT**

**INTRODUCTION**

1. This hearing arises out of one complaint (CO20180967), and relates to the following citation:

It is alleged that Alison Sobol failed to provide competent, conscientious and diligent services to her clients, including failing to take steps to protect her clients' interests and obtain her clients' instructions, and that such conduct is deserving of sanction.

**ADMITTED FACTS**

**Background**

2. I was admitted as a member of the Law Society of Alberta (the "**LSA**") on July 21, 2006.
3. My present status with the LSA is Active/Practicing.
4. My practice is focused primarily on Real Estate law, as well as some Estates law.
5. I do not have any discipline record with the LSA.

**The Contract and Retainers**

6. G.W. and L.S. (the "**Buyers**") entered into a standard Alberta Real Estate Residential Purchase Contract in June, 2017 (the "**Contract**") with J.Q. and J.K. (the "**Sellers**") to purchase a home in Calgary (the "**Property**").
7. Pursuant to the Contract, the closing date for the sale of the Property was July 27, 2017 (the "**Closing Date**").
8. The Contract included the following standard Real Property Report clauses, which discuss the disclosure of a Real Property Report (an "**RPR**") for the Property:

10.1 The seller or seller's lawyer will deliver normal closing documents to the buyer or buyer's lawyer upon reasonable trust conditions consistent with the terms of this contract, including delivery within a reasonable time before the Completion Day to allow for confirmation of registration of documents at the Land Titles Office, obtain the advance of mortgage financing and verify the transfer of other value items.

10.2 Closing documents will include an RPR showing the current improvements on the Property according to the Alberta Land Surveyors' Association Manual of Standard Practice, with evidence of municipal compliance or non-conformance and confirming the seller's warranties about the land and buildings. ... The buyer or buyer's lawyer must have a reasonable time to review the RPR prior to submitting the transfer documents to the Land Titles Office.

9. On June 28, 2017, I was retained by the Buyers to represent them in the transaction to finalize their purchase of the Property (the "**Transaction**").
10. The sellers retained S.O. as their counsel for the purposes of the Transaction.

### **The Closing**

11. On July 6, 2017, I received a letter from S.O., in which he asked whether I wished to close the Transaction "on a protocol basis", which I should have understood to mean in accordance with the Western Law Societies Conveyancing Protocol (Alberta) (the "**Protocol**").

#### **Exhibit "A" – Western Law Societies Conveyancing Protocol (Alberta)**

12. On July 11, 2017, I sent a response to S.O., in which I advised him that the Transaction would be done in accordance with the Protocol. Notwithstanding this letter and my intent to follow the Protocol, I incorporated my usual practices regarding RPRs, some of which I have come to learn are inconsistent with the Protocol (although I did not realize it at the time), and which I understood to be standard in Calgary.
13. On July 12, 2017, I received a trust letter from S.O. regarding the Transaction, which enclosed various documents related to the Transaction, but not an RPR. It stated, among other things, as follows:

IF YOU WOULD LIKE TO CLOSE ON A WESTERN PROTOCOL  
BASIS, THE ENCLOSED DOCUMENTS ARE SENT TO YOU  
UNDER THE FOLLOWING TRUST CONDITIONS:

...

Provided that you accept and have met these trust conditions,  
upon release of the balance due on closing I undertake:

- a) ...
- b) to provide you with a new Real Property Report and to apply for compliance with the municipality, failing which, we will use our best efforts to apply for any encroachment and/or relaxation agreements that may be required.

I will refer to the undertaking set out in paragraph (b) of the excerpt above as the **"RPR Undertaking"**.

- 14. On July 26, 2017, I received a phone call from S.O. regarding the Property. He stated that there was a minor encroachment onto the adjacent property (the **"Encroachment"**), which he believed related to the eaves. He advised that an encroachment agreement was required with the owner of the adjacent property (the **"Neighbour"**) and that he would personally be contacting the Neighbour to obtain his signature on a written encroachment agreement. He stated that he did not expect any problems.
- 15. I did not ask S.O. for a copy of an RPR during the above-noted call. Given the RPR Undertaking, I expected S.O. would provide a copy of the RPR to me once he received it. I also did not discuss this phone call or the Encroachment with the Buyers prior to the Closing Date. However, I had discussed RPR's generally with the Buyers at the initial signing appointment.
- 16. Since S.O. had not provided me with an RPR to review prior to the Closing Date, it was my expectation that S.O. would holdback funds with regard to the RPR Undertaking. It was my understanding that \$5000 was a standard amount held back in these circumstances, in which there were no expectations of issues. I did not, however, have any discussions with S.O. about holdbacks prior to the Closing Date.
- 17. On July 27, 2017, the Transaction closed as planned (the **"Closing"**). For the purposes of the Closing, I sent a letter to S.O. that stated as follows:

Please find enclosed:

- 1. Copy of our [bank] cheque no. ... in the sum of ... representing the cash to *[sic]* pursuant to your Revised Statement of Adjustments and Trust Letter dated July 12, 2017; and
- 2. Deposit slip from ... confirming deposit of the cash to close to your ... Trust account.

The enclosed funds are fully releasable pursuant to your undertakings.

Please arrange for the release of the keys to the Purchasers.

- 18. I did not obtain instructions from the Buyers to close the Transaction without an RPR. Since this transaction, I have incorporated an RPR waiver into my purchase



documents, to discuss with and inform clients accordingly.

### **Subsequent Events**

19. On August 24, 2017, at 1:08pm, I sent an email to S.O. requesting an update on the encroachment agreement and RPR issue. I wrote:

When we last spoke on July 26<sup>th</sup>, you advised me that you were going to obtain an encroachment agreement with the neighbouring lot owner with respect to the updated real property report. Can you please provide me with an update regarding the status of the encroachment agreement as well as the RPR. In the interim, can you please email me a copy of the RPR as my clients have requested to see the RPR.

20. That same day, at 1:24pm, I sent an email to the Buyers, attaching a reporting letter that set out details of the Transaction and enclosed various documents. My covering email included the following:

... Please note that I am not yet in receipt of the real property report (RPR) from the vendors' solicitor as he was obtaining an encroachment agreement from your neighbour with regards to an encroachment onto the neighbours' property (I believe it is simply for eaves). In the interim, I have requested a copy of the existing RPR for your reference and will forward a pdf copy to you once he emails it to me.

I reiterated the above-noted information about the RPR in my reporting letter. This was the first time I mentioned the Encroachment to the Buyers, or the fact that I had still not received an RPR for the Property prior to the Closing.

21. On August 25, 2017, I received an email from S.O., which stated that he had tried to reach the Neighbour several times, and that he would "try to track him down". In response, I again asked S.O. (via email) to send me a copy of the RPR. He sent me a copy of the RPR for the Property (the "**Initial RPR**") later that day.
22. Upon review of the Initial RPR, I could see that it was dated July 14, 2017, approximately two weeks prior to the Closing. Contrary to what I was advised by S.O., the RPR showed that the Encroachment did not, in fact, relate to the eaves on the Property; rather, it involved portions of the deck, steps, and fence on the Property encroaching on the Neighbour's property by 0.36 to 0.41 meters. It was not compliance stamped by the City of Calgary.
23. On August 28, 2017, I sent a copy of the Initial RPR to the Buyers via email.
24. That same day, I received a response from the Buyers. They stated, among other things, that this was "a significant problem ... that was only brought to [their] attention today", and noted that they were "in need of the RPR with compliance to start improvements on [their] property". They provided me with instructions to inform

the Sellers that they had until September 6, 2017 to provide them with the compliance stamped RPR, or they would pursue an alternative remedy.

25. Upon receipt of my clients' email, and still on August 28, 2017, I sent an email to S.O. that stated as follows:

My clients are quite concerned about the delay in receiving the RPR with compliance and the existing encroachments into the neighbouring lot and have instructed me to place a time frame on receipt of the RPR with compliance and signed encroachment agreement (September 6, 2017). They have instructed me to present this deadline and failing receipt of the RPR with compliance and the signed encroachment agreement by the deadline, they are aggressively wanting to push for settlement in this matter. ...

26. On August 29, 2017, I had a call with S.O. regarding the RPR issue. Among other things, we discussed the encroachment agreement and whether the City would issue compliance on the RPR despite the Encroachment. Based on this call, and as I expected he had from the outset of the Transaction, it was my understanding that S.O. was holding back \$5,000 with respect to the RPR Undertaking. This was my first direct discussion with S.O. about a holdback for this matter.

27. That same day, I sent a fax to S.O., which stated as follows:

Further to the above noted matter and your undertaking under cover of your trust letter dated July 12, 2017, my clients have instructed me to place a deadline of end of business day on September 6, 2017 for receipt of the updated Real Property Report with Certificate of Compliance in addition to receipt of the signed Encroachment Agreement by the Owner of Lot ...

Failing receipt of the Real Property Report with Certificate of Compliance and signed Encroachment Agreement by the Owner of Lot

... by the deadline of end of business day on September 6, 2017, my clients have instructed me to pursue the release of the holdback funds in this matter and/or to seek remedy via monetary settlement for any damages incurred as a result of failure to provide the same.

I did not, however, further confirm my understanding of the nature of the holdback discussed on the phone, or further clarify the terms of any holdback in this fax. In my view, this had already been confirmed during my phone call with S.O.

28. At no point did I obtain instructions from the Buyers to negotiate a holdback of \$5,000 to address the RPR issue.
29. On September 5, 2017, I was advised by S.O., via email, that the Neighbour refused to sign an encroachment agreement.

30. On September 29, 2017, I spoke with L.S. (one of the Buyers) by phone and advised that, if negotiations stalled with the Sellers, the Buyers would need to retain litigation counsel. I also advised the Buyers, however, that in the meantime, I would assist with the settlement negotiations related to the RPR issue on a pro bono basis, as a good faith measure.
31. On November 2, 2017, I received a letter from S.O., advising that his clients were prepared to pay to have the deck on the Property cut back to the Property line or, alternatively, pay the Buyers \$5,000 in exchange for a release, and the Buyers would be responsible for rectifying the problems with the Encroachment and relaxation.
32. On November 27, 2017, the Buyers rejected the Seller's offer, and instead sought \$25,000 "in full and final settlement of this RPR matter". In addition to discussing the RPR, the Buyers' counter-offer stated as follows:

3. As a further related consequence of the sellers' general misrepresentations and breach of warranties, the purchasers have uncovered numerous issues and/or deficiencies with the Property, including, but not limited to, the flooring, insulation, waterproofing, plumbing and mold. In fact, the purchasers paid out of pocket to rectify these pre-existing issues and/or deficiencies before they were reasonably able to occupy the property. Although the settlement currently being negotiated herein, addresses solely the RPR issue, the purchasers want to bring light to the other issues and/or deficiencies (also known as material latent defects) they have uncovered with the Property since the closing date and which clearly contradict the sellers' representation and warranties pursuant to Paragraphs 3.1(f) and 6.1(f) of the Purchase Contract.

4. The purchasers purchased the property on the good faith of the sellers pursuant to the terms of the Purchase Contract and subsequently have undergone great stress and duress in addition to spending countless hours of their personal time dealing with this matter. A monetary value should therefore be reasonably placed on these relevant factors.

33. In February, 2018, the dispute between the Buyers and the Sellers related to the RPR remained ongoing. Therefore, on February 8, 2018, I recommended the Buyers retain a dispute/litigation specialist. As noted above, I had advised the Buyers of this possibility during a phone call in September, 2017. I continued to make this recommendation in my subsequent correspondence to the Buyers.
34. On February 28, 2018, I sent an email to S.O., which stated, among other things, as follows:

... I have advised the buyers to retain alternative dispute resolution/litigation counsel to proceed with resolving the RPR issue. However, I do not authorize the release of the holdback funds regarding the RPR pursuant to your undertakings until such time as this matter is

duly resolved.

35. On March 1, 2018, I received an email from S.O. that stated as follows:

A lot of correspondence has passed between us in this matter. I gave my undertaking to use my best efforts to get an encroachment agreement or relaxation if required. I do not recall there being a holdback. I did hold monies back but as far as I am aware there were no conditions attached. Please direct me to the correspondence where I agreed to a holdback. Thanks ...

36. On March 5, 2018, I responded to S.O.'s email dated March 1, 2018. I stated, among other things, as follows:

...

When we spoke on the telephone on August 29, 2017, you clearly confirmed to me that you were holding back the sum of \$5,000.00 pursuant to your RPR undertaking pending fulfilment of your said undertaking. Accordingly, I proceeded with this matter in reliance upon your word that the \$5,000.00 you were holding back was in addition to your undertaking pursuant to your Trust Letter dated July 12, 2017. Following our telephone conversation, I forwarded you a letter on the same date of August 29, 2017 and specifically referred to "the holdback funds ..." in reference to providing my clients with the RPR with Compliance and signed Encroachment Agreement by the Owner of Lot ... At no time, after receipt of my letter, did you advise me that you had not agreed to holdback funds pertaining to your RPR undertaking as discussed. I therefore had no reason to question the \$5,000.00 holdback amount.

In your settlement letter dated November 2, 2017, your clients offered my clients settlement in the sum of \$5,000.00 in lieu of an up to date RPR with Compliance. It was presumed that this settlement amount was reflective of the \$5,000.00 holdback you were holding in trust pending fulfillment of your RPR undertaking.

...

I then reiterated that I did not authorize the release of the holdback funds pending resolution or agreement to release the same by the parties.

37. On March 6, 2018, S.O. responded to my email from the previous day as follows:

I continue to hold \$5,000. I kept the money back to cover the costs of fixing any problems that might arise if there was a problem with the RPR. I do not consider it to be a "holdback", as there are no terms attached to it. If your client is prepared to accept the \$5,000 in full satisfaction of their claim against my clients, I am sure that they will instruct me to release it to you. Holdbacks are ordinarily an agreed to amount that stands in place of a fulfillment of an obligation. Since

we have not specified in writing the terms of the “holdback”, what terms do you read into our “agreement”? If I am going to keep a holdback, I want to know the terms on which you believe it is held back. ...

38. On March 9, 2018, I sent a letter to the Buyers, via email, updating them on the holdback issue, and again recommending that they retain “dispute resolution/litigation counsel” to assist them if they had not already done so. I did not receive a response.

39. On March 22, 2018, I sent a letter to S.O. that stated as follows:

Please be advised that I have no current retainer for the Purchasers and my services with respect to the above noted matter have been terminated. Accordingly, you may directly contact the purchasers at the following municipal and email addresses: ...

Should you be seeking to discharge and or relieve your undertaking with respect to the Real Property Report and the holdback funds, then you must make application to the Court in order to do so. Consequently, I agree to receive notice of the application at my office.

40. On May 10, 2018, S.O. sent me and the Buyers various documents related to the Property, including a Compliance Stamped RPR. This document showed that the City of Calgary had agreed to issue compliance on the RPR notwithstanding the Encroachment.

41. I am unaware of any financial losses suffered by the Buyers to date as a result of the delayed RPR.

### **The Citations**

42. On May 2, 2018, the LSA received a complaint from G.W. (one of the Buyers) regarding my conduct related to the Transaction.

43. On March 10, 2020, a panel of the Conduct Committee directed that the following citations be dealt with by a Hearing Committee:

1. It is alleged that Alison Sobol failed to provide competent, conscientious and diligent services to her clients, including failing to take steps to protect her clients’ interests, and that such conduct is deserving of sanction; and
2. It is alleged that Alison Sobol failed to obtain her clients’ instructions and that such conduct is deserving of sanction.

On July 14, 2020, the Pre-Hearing Conference Chair, [DS] QC, approved the withdrawal of citation #2, and the amendment of citation #1, to read as set out in paragraph 1, above.

**ADMISSIONS OF FACT AND GUILT**

- 44. I admit as facts the statements in this Statement of Admitted Facts, Exhibits, and Admissions of Guilt for the purposes of these proceedings.
- 45. I admit that I fell below the standard of conduct expected of a member of the Law Society of Alberta by failing to:
  - a. advise the Buyers of the benefits and importance of obtaining a new RPR with a Certificate of Compliance;
  - b. obtain a new RPR for the Property and review it prior to the Closing, absent a waiver from the Buyers to close the Transaction without it;
  - c. advise the Buyers about the Encroachment prior to the Closing;
  - d. obtain instructions from the Buyers to close the Transaction without an RPR; and
  - e. obtain instructions from the Buyers to negotiate a \$5,000 holdback prior to negotiating a holdback with S.O.
- 46. I therefore admit that I failed to provide competent, conscientious and diligent services to the Buyers, including failing to take steps to protect the Buyers' interests, and failed to obtain the Buyers' instructions.
- 47. When I admit guilt to the conduct described herein, I agree that the conduct is "conduct deserving of sanction" as defined under section 49 of the *Legal Profession Act*.

**ACKNOWLEDGEMENTS**

- 48. I have had the opportunity to consult with legal counsel.
- 49. I have signed this statement freely and voluntarily, without compulsion or duress.
- 50. I understand the nature and consequences of my admissions.
- 51. I understand that, although entitled to deference, a Hearing Committee is not bound to accept a joint submission on sanction.

**THIS STATEMENT OF ADMITTED FACTS, EXHIBITS, AND ADMISSIONS OF GUILT IS MADE THIS 14<sup>th</sup> DAY OF July, 2020.**

**"Alison Sobol"**

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**ALISON SOBOL**

**Reprimand**

Ms. Sobol, your conduct regarding the complaint is cause for concern. You have a responsibility to the members of the public and the Law Society to represent their best interests, and you failed in this case.

This failure represents the type of thing that the Law Society strives to avoid and the confidence we need to instill in the public to ensure that they believe and know that they will receive competent, conscientious and diligent services.

As a Member of this Law Society, you will be expected to look at what you have done to determine whether or not you can improve on what's happened, learn from this particular matter, and, of course, to move forward.

But again, holding this office requires you to understand this obligation you have to the public and to the Law Society and to its Members. And you, as an example of that, to be that type of exemplary individual who represents those interests.

So I hope from today's appearance that you can do more for yourself. I require you to do more for the members of the public that you serve.

I certainly wish you good luck, Ms. Sobol, in your continued work. I hope you can learn from this particular matter and we can move forward from it.

I also say that I appreciate that you've taken some steps already to address some of those issues in your real estate practice and I certainly applaud you for taking those steps.

I also applaud you for taking the time to cooperate with the Law Society in putting these matters before us. I certainly do understand how stressful this is and I thank you for taking the time and effort to cooperate in moving this matter forward and getting on with things in life.

Thank you.