

**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 CHRISTOPHER T. TAHN
A MEMBER OF THE LAW SOCIETY OF ALBERTA**

Hearing Committee

Schuyler Wensel, QC – Lawyer Adjudicator and Chair
Glen Buick – Lay Benchler
Edith Kloberdanz – Public Adjudicator

Appearances

Karl Seidenz – Counsel for the Law Society of Alberta (LSA)
Alain Hepner, QC – Counsel for Christopher Tahn

Hearing Date

May 15, 2018

Hearing Location

LSA office, at 500, 919 - 11 Avenue SW, Calgary, Alberta

HEARING COMMITTEE REPORT

Overview

1. Christopher T. Tahn was admitted to the Law Society of Alberta (LSA) in 2003, and practiced in Calgary in a number of areas, including real estate, family law, and civil litigation. This hearing arises out of nine complaints filed between 2014 and 2016.
2. On May 15, 2018, the Hearing Committee (the Committee) convened a hearing into the conduct of Mr. Tahn, based on 25 citations. The citations are set out in the May 15, 2018 Statement of Admitted Facts and Admissions of Guilt (the Admission), a redacted version of which is attached as Appendix A to this Report.
3. The citations can be grouped into four general themes:
 - 1) Issues arising with Mr. Tahn's clients, such as failing to respond and failing to follow instructions;
 - 2) Issues relating to his dealings with other lawyers, such as dealing with trust funds and complying with undertakings;

- 3) Issues arising from the management of his practice, such as inadequate supervision of staff, inadequate recordkeeping and failing to comply with accounting rules; and
 - 4) Issues arising from his dealings with the LSA, such as failing to respond and failing to be candid with the LSA.
4. The Committee reviewed all of the evidence and exhibits, including the Admission. The Committee found that the Admission was in an acceptable form, pursuant to para. 60 (2)(b) of the *Legal Professional Act* (the *Act*). Accordingly, the Committee found Mr. Tahn guilty of conduct deserving sanction on 24 citations (Citations 1-23, 25), and not guilty on one citation (Citation 24).
 5. Pursuant to section 72 of the Act, and after considering the joint submission on sanction provided by the LSA and Mr. Tahn, the Committee determined that the appropriate sanction in this case was a 15-month suspension, effective July 1, 2018, and issued an order for the suspension.
 6. Mr. Tahn was also directed to pay the costs of the hearing in the amount of \$55,000.00. The schedule and conditions for payment were agreed between the parties, and accepted by the Committee, as follows:
 - 1) \$10,000 payable upon Mr. Tahn's application for reinstatement;
 - 2) \$15,000 annually for the next three years, due on the anniversary date of the first payment; and
 - 3) An automatic suspension will be imposed if Mr. Tahn applies for reinstatement and fails to pay any of the above amounts, unless Mr. Tahn has received the approval of the Manager, Membership to an alternative payment schedule.
 7. The Committee delivered its decision orally and noted that its written reasons would follow. These are those reasons.

Preliminary Matters

8. 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 Mr. Tahn's conduct proceeded.
9. The parties had provided the Committee with a number of documents in advance, and at the start of the hearing these exhibits (Exhibits E1-E231), the jurisdictional documents (Exhibit J1-J5), and the Admission (Exhibit F1) were entered into the record by agreement. Later in the proceeding, additional documents related to sanction were also admitted by agreement (Exhibits S1-S2).

Statement of Admitted Facts and Admissions of Guilt

10. Prior to the hearing, the parties provided the Committee with a draft Statement of Admitted Facts and Admissions of Guilt. At the hearing, an executed copy was entered into the record. The Admission sets out, in detail, the complaints, the relevant facts, the citations and Mr. Tahn's admissions of guilt. It is attached as Appendix A. The Admission has been redacted to protect the privacy of third parties and solicitor-client privilege.
11. The Committee sought clarification from counsel whether Citation 22 and Citation 24 in the Admission were admitted.
12. LSA counsel argued that there were sufficient facts and admissions in respect of Citation 22, such that the Committee could find guilt on that Citation.
13. Mr. Hepner, counsel for Mr. Tahn, agreed that guilt could be found on the basis of paragraph 291 of the Admission, and that paragraph 292 of the Admission was provided for additional information.
14. LSA counsel acknowledged that guilt on Citation 24 had not been admitted. He noted that Mr. Tahn acknowledged that there was a dispute, and that there were no records to support his assertions. LSA counsel confirmed that this Citation had not been proven.
15. Mr. Hepner agreed that there should not be a finding of guilt on Citation 24.
16. The Committee accepted the Admission, and found Citations 1-23 and 25 had been proven based on the facts and admission therein. Guilt on Citation 24 was not proven. As the Admission was accepted by the Committee, pursuant to subs. 60(4) of the *Act*, each admission was deemed to be a finding of the Committee that Mr. Tahn's conduct with respect to that citation was deserving of sanction under s. 49 of the *Act*. Accordingly, the Committee proceeded to the sanction phase of the hearing.

Sanction

17. The LSA and Mr. Tahn provided a joint submission on sanction. They proposed that Mr. Tahn be suspended for 15 months, effective July 1, 2018. The delay would allow Mr. Tahn to transition some of his files to other counsel, return other files to clients and complete the rest of his files, such that a custodian for his practice would not be required.
18. LSA counsel argued that joint submissions on sanction should be given deference by Hearing Committees. He cited the Supreme Court of Canada's decision in *R. v Anthony-*

Cook,¹ which established that a joint submission should not be lightly disregarded and should be accepted unless it would bring the administration of justice into disrepute or is otherwise contrary to the public interest. Mr. Hepner likewise urged deference to the joint submission on sanction.

19. The parties identified the following factors in relation to the sanction proposed:
 - 1) The hearing was originally scheduled for eight days, with 19 witnesses. With the Admission and the cooperation of Mr. Tahn, the hearing was shortened to half a day, and no witnesses were required to attend. This saved significant time and resources for the parties and the witnesses, as well as stress for the witnesses, and was a significant mitigating factor;
 - 2) Mr. Tahn's disciplinary record indicates that he was found guilty of one count of conduct deserving of sanction in 2006, for which he received a reprimand and was ordered to pay costs (Exhibit S1);
 - 3) The sanction promotes certainty;
 - 4) The sanction is in line with the sanction in other cases (citing the 18-month suspension ordered in the *Law Society of Alberta v. Dear*² case);
 - 5) The sanction is an effective deterrent to Mr. Tahn specifically;
 - 6) The sanction is an effective general deterrent to other lawyers;
 - 7) The delayed suspension allows Mr. Tahn to deal with or transfer his remaining files, such that the costs of a custodian can be avoided; and
 - 8) The sanction meets the test of public scrutiny.
20. Based on the facts of this case, the factors identified by the LSA and Mr. Tahn, and considering the range of sanctions in similar cases, the Committee accepts the joint submission on sanction as being within the reasonable range of sanctions, such that it would not bring the administration of justice into disrepute nor be contrary to the public interest.
21. Accordingly, the Committee ordered that the membership of Mr. Tahn be suspended for 15 months, effective July 1, 2018.

Costs

22. LSA counsel provided an Estimated Statement of Costs of approximately \$56,000.00 (Exhibit S2). Mr. Seidenz noted that there had been two full investigations required in this case; however, the investigators' time had been reduced by 70 hours in Exhibit S2. He further noted that the counsel hours in Exhibit S2 had also been reduced. The other costs set out reflected the usual costs incurred in a hearing of this nature.

¹ 2016 SCC 43 (Can LII)

² 2014 ABL 54 (CanLII)

23. The LSA argued that it is appropriate for Mr. Tahn to pay these costs. He noted that while there is discretion for the Committee to lower the costs, his submission was that these costs were appropriate. He cited the *Law Society of Alberta v. Torske*³ decision in relation to that discretion and the principles in relation to costs, which case noted that the default rule regarding costs in a Law Society conduct hearing is that, in the normal course, a member found guilty of conduct deserving of sanction after a contested hearing ought to pay the actual costs of the hearing. The LSA also submitted that the costs should be payable prior to reinstatement.
24. Mr. Hepner argued that, while Mr. Tahn took no issue with paying the costs, he would like the ability to pay the costs over a period of time after reinstatement. He suggested that payments of \$10,000.00 - \$15,000.00 per year might be reasonable.
25. While the LSA was amenable to the idea of periodic payments, Mr. Seidenz submitted that a failure to pay should result in automatic suspension.
26. Mr. Hepner argued that the suspension should not be automatic, and that some discretion could be exercised if Mr. Tahn's circumstances were such that there was an inability to pay due to unforeseen circumstances.
27. The Committee adjourned to consider the submissions on the payment of costs and the timing for payment. On reconvening, the Committee was advised that the parties had come to an agreement on this matter.
28. The parties submitted that Mr. Tahn should pay the costs of the hearing in the amount of \$55,000.00. The proposed amount, schedule and conditions for payment were as follows:
 - 1) \$10,000 payable upon Mr. Tahn's application for reinstatement;
 - 2) \$15,000 annually for the next three years, due on the anniversary date of the first payment; and
 - 3) An automatic suspension will be imposed if Mr. Tahn applies for reinstatement and fails to pay any of the above amounts, unless Mr. Tahn has received the approval of the Manager, Membership to an alternative payment schedule.
29. The Committee accepted the proposal in relation to costs, and directed costs to be paid by Mr. Tahn, as proposed.

Concluding Matters

30. There will be no Notice to the Attorney General.

³ 2016 ABLs 27 (CanLII)

31. A suspension requires that Notice to the Profession be given (s. 85 of the *Act*). As this suspension is not effective until July 1, 2018, the Committee directs that Notice to the Profession be published on or after June 25, 2018.
32. The exhibits and other hearing materials, transcripts, 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)).

Dated at Calgary, Alberta, May 22, 2018.

Schuyler Wensel, QC

Glen Buick

Edith Kloberdanz

IN THE MATTER OF THE *LEGAL PROFESSION ACT*

AND

IN THE MATTER OF A HEARING REGARDING THE CONDUCT OF
CHRISTOPHER T. TAHN
A MEMBER OF THE LAW SOCIETY OF ALBERTA

HEARING FILE HE20160331

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

INTRODUCTION

1. This hearing arises out of nine (9) complaints comprising 25 citations.

BACKGROUND

2. I was admitted as a member of the Law Society of Alberta (the “**LSA**”) on June 25, 2003, and have practiced in Calgary since then.

Exhibit 1 – Tahn Member Profile

STATEMENTS OF FACT

3. I admit as facts the statements contained in this Statement of Admitted Facts and acknowledge that they shall be used during these proceedings.

ADMISSIONS OF GUILT

4. When I give admissions of guilt to conduct described herein, I agree that the described conduct is “conduct deserving of sanction” as defined under section 49 of the *Legal Profession Act*.

INDEPENDENT LEGAL ADVICE

5. I agree that I have consulted with legal counsel and confirm that I have signed this Statement of Admitted Facts and Admissions of Guilt voluntarily and without any compulsion or duress.

**THIS STATEMENT OF ADMITTED FACTS AND ADMISSIONS OF GUILT IS MADE THIS
15 DAY OF MAY 2018.**

“Christopher Tahn”
CHRISTOPHEN *[sic]* T. TAHN

COMPLAINT #1: [ARG] (CO20160875)

1. Background

6. On April 1, 2016, the LSA received a complaint from [KM], the principal of [ARG], concerning unpaid invoices that had been provided to me.
Exhibit 2 – [KM] Letter (March 30, 2016)
7. The LSA reviewed the allegations and, on December 14, 2016, the Conduct Committee directed that the following two citations be dealt with by the Hearing Committee:
1. It is alleged Mr. Tahn failed to respond to enquiries from [ARG] staff in a timely manner and that such conduct is deserving of sanction.
 2. It is alleged Mr. Tahn failed to act in good faith when he indicated he would pay the outstanding invoices but failed to honour that commitment and such conduct is deserving of sanction.

2. Facts

8. Between May 2013 and January 2016, [ARG] provided transcript services to my office.
Exhibit 2 – [KM] Letter (March 30, 2016)
9. Between November 2013 and February 2016, [KM] and other [ARG] employees left messages with my office seeking payment for services rendered.
10. These efforts were met variously with no response, repeated requests for further copies of invoices, apologies, and promises of payment from me or from my assistant, [KC].
11. On October 24, 2014, I spoke to [KM] and apologized for the lack of payment. [KM] emailed me the outstanding invoices that day and followed up several times thereafter. I did not respond to these communications.
12. On September 2, 2015, a collection letter was sent to me.
13. On September 9, 2015, I paid two outstanding invoices and advised [KM] that I would pay, or make further payment arrangements, by September 18, 2015.
14. I did not follow up nor did I respond to further enquiries from [KM] until after receiving notice of the complaint to the LSA.
15. As noted, on April 1, 2016, [KM] submitted her complaint to the LSA setting out the chronology of the attempts to obtain payment and listing five (5) outstanding invoices for a total of \$4,883.36.
16. On May 4, 2016, the LSA received my response to the Complaint in which I reported that I had paid the outstanding invoices.
Exhibit 3 – Tahn Letter (Dated April 2, 2016; Received on May 4, 2016)

3. Admissions of Guilt

Citation 1. Failure to Respond

17. I admit that for a period of 2½ years between November 2013 and April 2016, I failed to respond to inquiries from [ARG] staff about unpaid invoices, which is contrary to Rule 1.01(1) of the *Code of Conduct* (the “**Code**”).

Citation 2. Failure to Act in Good Faith

18. I admit that I failed to act in good faith when, in September 2015, I told [ARG] staff that I would pay their outstanding invoices and then did not follow through until after a complaint was made to the LSA, which is contrary to Rule 6.02(1) of the *Code*.

COMPLAINT #2: [RH] (CO20161776)

1. Background

19. On August 2, 2016, the LSA received a Lawyer Complaint Form from a lawyer named [RH] alleging that I had failed to comply with trust conditions.
Exhibit 4 – Lawyer Complaint Form w/o attachments (August 2, 2016)
20. The LSA reviewed the allegations and, on December 14, 2016, the Conduct Committee directed that the following five citations be dealt with by the Hearing Committee:
3. It is alleged Mr. Tahn breached trust conditions and that such conduct is deserving of sanction.
 4. It is alleged Mr. Tahn failed to fulfill undertakings and that such conduct is deserving of sanction.
 5. It is alleged Mr. Tahn failed to answer communications from opposing counsel in a candid manner and that such conduct is deserving of sanction.
 6. It is alleged Mr. Tahn paid out funds on a mortgage prior to having received all closing funds and that such conduct is deserving of sanction.
 7. It is alleged Mr. Tahn failed to be candid in his communications with the Law Society and that such conduct is deserving of sanction.

2. Facts

21. During the summer of 2015, I acted for the following parties in a real estate transaction involving lands located in [XX], Alberta (the “**Property**”):

- [ZH], the purchaser and mortgagor of both mortgages that would be placed on the Property;
 - [MB], the seller of the Property; and
 - [C], the first mortgagee of the Property.
22. [RH] acted for [AMI], the second mortgagee of the Property.
23. On July 13, 2015, [RH] sent me a letter setting out eight conditions that he would require for funding, including the following:
- ...
- g. title insurance;
- h. your undertaking to provide a Certified Copy of Certificate of Title evidencing registration of the Mortgage to AMI in second position and the registration of the Caveat re: Assignment of Rents in third position in due course.
- Exhibit 5 – [RH] Letter (July 13, 2015)**
24. On July 21, 2015, [ZH] executed the purchase documents, including the Second Mortgage and an Assignment of Rents. I witnessed each of these documents.
- Exhibit 6 – Second Mortgage**
Exhibit 7 – Assignment of Rents
25. On July 21, 2015, [MB] executed sale documents, including the Transfer of Land with supporting materials and a Direction to Pay. I witnessed each of these documents.
- Exhibit 8 – Transfer Documents**
Exhibit 9 – Direction to Pay
26. The Direction to Pay instructed me to pay out two specific mortgages from [T], and authorized and directed me to disburse the proceeds of sale of the Property as follows:
- ...
3. To pay to any other mortgage or registered caveat debt as appears on title, if required.
4. To pay any taxes and disbursements necessary to complete the above transaction.
- ...
- Exhibit 9 – Direction to Pay**
27. As of July 21, 2015, there were numerous encumbrances on title.
- Exhibit 10 – Land Title Certificate (July 21, 2015)**
28. As of July 23, 2015, taxes in the amount of \$9,814.12 were owing on the Property.
- Exhibit 11 – Tax Certificate**
29. On July 24, 2015, I wrote to a company known as [539] enclosing a post-dated cheque for \$102,425.83 to obtain discharges of two mortgages on title.
- Exhibit 12 – Tahn Letter (July 24, 2015)**

30. On August 12, 2015, I wrote to [RH] and enclosed the executed documents, noting the following:

Further to the above matter, please find enclosed the following:

...

7. Title insurance to follow by email;
8. We undertake to provide you with a certified copy of title evidencing registration of your mortgage and caveat once we receive same.

Exhibit 13 – Tahn Letter (August 12, 2015)

31. On August 21, 2015, I received the First Mortgage proceeds of \$639,750.00 from [C], which I deposited to the [ZH] client ledger. I then transferred \$670,750.00 from the [ZH] client ledger to [MB] client ledger and entered the payment of \$102,425.83 to [539] into the MB client ledger.

**Exhibit 14 – [C] Mortgage Advance Advice
Exhibit 15 – [ZH] Client Ledger
Exhibit 16 – [MB] Client Ledger**

32. On August 31, 2015, [RH] wrote to me enclosing a trust cheque for \$133,793.75 and an executed Caveat relating to the Assignment of Rents, and imposed the following trust conditions on me:

The enclosed funds are provided to you on the express trust conditions that:

- a. they are only to be used to complete the purchase transaction;
- b. you will provide me with a Certified Copy of Certificate of Title evidencing registration of my client's mortgage in second position and the Caveat in third position in due course;
- c. you will provide me with evidence of payment of the outstanding property taxes.

Exhibit 17 – [RH] Letter with Caveat (August 31, 2015)

33. On September 9, 2015, I wrote to the [T] enclosing three cheques in payment of the two [T] mortgages mentioned in the Direction to Pay, plus interest.

Exhibit 18 – Tahn Letter (September 9, 2015)

34. On September 11, 2015, I deposited the funds received from [RH] to the [ZH] client ledger and transferred these funds to the [MB] client ledger. I then entered the [T] payouts in the [MB] client ledger.

**Exhibit 15 – [ZH] Client Ledger
Exhibit 16 – [MB] Client Ledger**

35. By October 1, 2015, all funds held in the [MB] client ledger had been disbursed.

Exhibit 16 – [MB] Client Ledger

36. Over the next nine months, I attempted to register the Mortgage and the Caveat several times, but there were numerous rejections from the Land Titles Office. I did not provide a copy of the Title Insurance Policy to [RH].
37. On April 11, 2016, [RH] wrote to me, asking for a copy of the Title Insurance Policy and proof of registration of the Second Mortgage and the Caveat.
Exhibit 19 – [RH] Letter (April 11, 2016)
38. On April 11, 2016, [KC] informed [RH] over the telephone that there had been a problem with the registration, which had been fixed and the document resubmitted.
Exhibit 20 – [RH] Handwritten Note (April 11, 2016)
39. On April 18 and April 22, 2016, [RH] followed up with telephone messages.
Exhibit 21 – [RH] Handwritten Note (April 18, 2016)
Exhibit 22 – [RH] Handwritten Note (April 22, 2016)
40. On April 21, 2016, the Transfer of Land was registered with the Land Titles Office, as was the First Mortgage from [C] and the Second Mortgage from [AMI]. The Caveat was not registered. Several prior encumbrances remained on title.
Exhibit 23 – Land Title Certificate (April 25, 2016)
41. On April 25, 2016, a Tax Notification was registered with the Land Titles Office by the Municipal District of [XX].
Exhibit 23 – Land Title Certificate (April 25, 2016)
42. On May 13, 2016, [RH] wrote me and again requested a copy of the Title Insurance Policy and proof of registration of the Second Mortgage and of the Caveat.
Exhibit 24 – [RH] Letter (May 13, 2016)
43. On May 19, 2016, I wrote to [RH], stating the following in part:
- Further to the above matter, please be advised that we finally have registration on the above matter as was advised in the voicemail that I left with your office. We also requested an email to send the title to but have not heard back regarding same as our fax machine has problems with legal sized paper.
- We will be doing the remainder of the reporting on this file next week and will supply you with a copy of same at that time.
Exhibit 25 – Tahn Letter (May 19, 2016)
44. Later that day, [RH] faxed me his email address.
Exhibit 25 – [RH] Handwritten Notes/Fax Confirmation Letter (May 19, 2016)
45. I did not respond to his letter.
46. On July 13, 2016, [RH] wrote me again asking for the missing documents. He also noted the following:
- The Caveat had yet to be registered and he asked me to remedy this omission;

- The Second Mortgage had been registered nine months after the funds had been advanced to me; and
- There were still six non-permitted prior registrations on title as of April 25, 2016.

Exhibit 26 – [RH] Letter (July 13, 2016)

47. I never registered the Caveat on title.

Exhibit 27 – Historical Land Title Certificate

48. As noted, on August 2, 2016, [RH] submitted a Lawyer Complaint Form to the LSA.

Exhibit 4 – Lawyer Complaint Form (August 2, 2016)

49. On August 9, 2016, the LSA wrote to me asking for my response to the complaint and for me to send a copy of my client file.

Exhibit 28 – LSA Letter (August 9, 2016)

50. The LSA picked up my client file on September 30, 2016. It contained only one record, a Document Registration Request dated July 13, 2016, relating to a caveat. It was my practice not to retain copies of registration requests or rejections from the Land Titles Office when acting for both the seller and the purchaser in a transaction.

Exhibit 29 – Document Registration Request (July 13, 2016)

51. On September 9, 2016, I provided my response to the LSA, in which I noted the following:

We did give Mr. [RH] our undertaking to provide a Certified Copy of Title showing his client's registration in second position with the assignment of Rents and Leases. This title was to be provided in due course which we are currently still working on.

The registration of this property did take longer than a normal transaction and there were numerous rejection and questions from Land Titles regarding the nature of the transaction. During this time we had numerous conversations with Mr. [RH] about this. Our offices even joked at one point that when it is rejected once it just keeps going. Eventually we did receive registration of the Transfer and both mortgages and called Mr. [RH]'s office and advised. We further wrote a letter to Mr. [RH] advising and requested an email address of which we received no response.

It did come to our attention that the Assignment of Rents and Leases was not registered and we sent same for registration immediately upon the advice of Mr. [RH]. We just received a rejection of same in the mail where we need to provide further funds as we do not have a Land Titles account and same has been correct and resubmitted.

Regarding the outstanding discharges, as this transaction began at our old office the discharges were sent there and not to our current office. Our old office returned them to the sender instead of providing to us. We now have the discharge for the [T] mortgages and the private lender and same are being submitted. Further, there

are two outstanding caveats in which we are working with the caveators to discharge and if we have to produce the documents for discharge we will do same. [MLS] is looking into their caveat still registered as it should have been discharged by them prior to this transaction taking place and they will attend to same immediately.

We are working on trying to get the remainder of the private caveats discharged and will discharge same immediately upon receipt.

Exhibit 30 – Tahn Letter (September 9, 2016)

52. On September 27, 2016, [RH] provided a response to my letter, noting the following in part:

My recollection and file notes differ from that of Mr. Tahn. After August of 2015 I had one conversation with his office only, on April 26, 2016. During that conversation no explanations of rejections were given just that there were nine discharges to obtain and that it had proven difficult to obtain them all. ...

...

Contrary to Mr. Tahn's statement, my office provided our email address via fax on May 19, 2016. Notwithstanding, Mr. Tahn failed to provide our office with a copy of Title via email or otherwise. ...

As at this date Mr. Than has not yet registered the Caveat Re: Assignment of Rents. ...

There now remain six un-permitted registrations on Title ahead of the intended Second Mortgage along with a Tax Notification from the Municipal District of [XX] which was registered on April 25, 2016. I enclose a copy of Title dated September 26, 2016 for your reference.

...

Property Taxes were outstanding and in arrears at the time of the purchase transaction and in the normal course should have been paid out in full in August, 2015 from sale proceeds (Tax Certificate dated July 23, 2015 is enclosed). The Tax Notification is of particular concern as it was registered eight months after closing.

...

Exhibit 31 – [RH] Letter (September 27, 2016)

3. Admissions of Guilt

Citation 3. Breach of Express Trust Conditions

53. I admit that I breached the express trust conditions in [RH]'s letter of August 31, 2015, particulars of which are:
- Failing to register the Second Mortgage until April 21, 2016, eight months after I received the mortgage funds from his office;

- Failing to ensure that the Second Mortgage was registered in second position by not taking steps to remove all non-permitted registrations registered ahead of it;
- Failing to register the Caveat at all; and
- Failing to pay the outstanding property taxes;

all of which is contrary to Rule 6.02(13) of the *Code*.

Citation 4. Failure to Fulfill Undertakings

54. I admit that I failed to fulfill the undertakings that I gave to [RH] in my letter of August 12, 2015, particulars of which are:

- Failing to provide him with a copy of the Title Insurance Policy; and
- Failing to provide him with certified copies of title evincing the registrations of the Second Mortgage and Caveat;

all of which is contrary to Rule 6.02(13) of the *Code*.

Citation 5. Communications with Opposing Counsel

55. I admit that I failed to answer communications from [RH] in a candid manner, particulars of which are:

- Advising him on April 11, 2016, that documents had been registered with the Land Titles Office when in fact not all documents had been registered;
- Failing to respond to his letters of April 18, 2016, and April 22, 2016;
- Advising him on May 19, 2016, that that documents had been registered with the Land Titles Office when in fact not all documents had been registered;
- Failing communicate with him at all after May 19, 2016, despite his follow up letter of July 13, 2016;

all of which is contrary to Rule 6.02(7) of the *Code*.

Citation 6. Unsafe Practice – Paying Out Mortgage Before Receiving Closing Funds

56. I admit that I paid out the [539] mortgage before being in possession of all funds to close, which I admit is unsafe practice by providing funds to one payee when I am unsure whether sufficient funds will be received on closing to pay out other encumbrances.

Citation 7. Failure to be Candid with LSA

57. I admit that I failed to be candid in my communications with the LSA, particulars of which are:

- Advising the LSA that I had engaged in numerous conversations with [RH]’s office, implying that [RH] had consented to the delays, when in fact there had only been one conversation with [RH] on April 26, 2016, well after the documents should have been registered;
- Advising the LSA that I had not received an email address from [RH], implying it was his fault that I could not communicate with him, when in fact I had received an email address on May 19, 2016, and all initial communications with [RH] had been by email; and
- Eliding the fact that I had failed to register the Caveat by stating that “it had come to our attention” that the Caveat had not been registered, knowing that I had been under an express trust conditions to register it; and
- Advising the LSA that I was taking steps to register the Caveat when it was never registered;

all of which is contrary to Rule 6.01(1) of the *Code*.

COMPLAINT #3: [TF] (CO20151330)

1. Background

58. On May 28, 2015, the LSA received a letter of complaint from [TF], a former client of mine, followed by a Lawyer Complaint Form on June 8, 2015, alleging poor client service.

Exhibit 32 – [TF] Letter (May 28, 2015)

Exhibit 33 – Lawyer Complaint Form (June 8, 2015)

59. [TF] provided additional comments thereafter.

Exhibit 34 – [TF] Letter (August 28, 2015)

Exhibit 35 – [TF] Letter (January 3, 2016)

Exhibit 36 – [TF] Letter (July 29, 2016)

60. The LSA reviewed the allegations and, on December 14, 2016, the Conduct Committee directed that the following three (3) citations be dealt with by the Hearing Committee:

8. It is alleged that Mr. Tahn failed to provide courteous and civil service to his client and that such conduct is deserving of sanction.

9. It is alleged Mr. Tahn failed to advance his client’s matters and that such conduct is deserving of sanction.

10. It is alleged Mr. Tahn failed to keep his client informed on the progress of his matters and that such conduct is deserving of sanction.

2. Facts

61. On July 18, 2013, I was retained by [TF] to represent him in the two matters:
- A divorce action, which had been ongoing for several years (the “**Divorce Action**”); and
 - A civil action, which had also been ongoing for several years before my retainer (the “**[S] Action**”)

Exhibit 37 – Professional Fee Agreement

62. Between July 18, 2013, and March 12, 2015, a period of 20 months, I issued seven Statements of Account, six of which related to the Divorce Action (File No. 220098) and one of which related to the [S] Action (File No. 220090).

Exhibit 38 – Accounts for Service

63. During my 20-month retainer, there were a total of 16.5 months of inactivity in the Actions:

Start Date	End Date	Total (Months)
Aug 22, 2013	Jan 24, 2014	5
Feb 5, 2014	May 23, 2014	3.5
Jun 12, 2014	Jul 23, 2014	1.5
Jul 23, 2014	Nov 3, 2014	3.5
Nov 3, 2014	Dec 11, 2014	1
Dec 11, 2014	Feb 3, 2014	2
Total		16.5

Exhibit 38 – Accounts for Service

64. During my 20-month retainer, I spent a total of 5.9 hours on both of [TF]'s legal matters:

Nature of Work	Total Time (Hours)
Meetings with Client (x 2)	1
Telephone/Voicemails with client	1.1
Telephone/Voicemails with opposing counsel	1.7
Reviewing correspondence from opposing counsel	0.9
Procedural (QB adjournment)	0.2
Draft Affidavit of Records ([S])	1.0
Total	5.9

Exhibit 38 – Accounts for Service
Exhibit 39 – Tahn Notes

65. On August 26, 2013, [TF] provided me a \$2,000.00 retainer.
Exhibit 38 – Accounts for Service (#204)
66. I did not take immediate steps to inform opposing counsel of my retainer because [TF] had not immediately provided me with the file materials or information.

67. In the meantime, on January 8, 2014, Court applications occurred in the Divorce Action which resulted in two orders being issued. The preambles to both orders state that [TF]'s whereabouts were unknown and that he had not been given notice of the application and was not present:

AND UPON COURT BEING ADVISED that the Plaintiff (Defendant by Counterclaim), [TF]'s whereabouts is unknown;

AND UPON NOTING that the Plaintiff (Defendant by Counterclaim), [TF] is unrepresented and he was not given notice of this application and was not in attendance at Court today.

Exhibit 40 – Court Orders

68. Between April 2014 and May 2015, I exchanged many text messages with [TF].

Exhibit 41 – Text Messages

69. On May 27, 2014, ten months after having been retained, I wrote to opposing counsel in the Divorce Action to let her know that I had been retained.

Exhibit 42 – Tahn Letter (May 27, 2014)

70. Before sending this first letter to opposing counsel,

- On April 27, 2014, I sent the following text to [TF]:

I have several letters to opposing counsel in an effort to settle the matter so I can get you divorced ASAP.

...

I am working on the next month about three weeks that is my goal.

If they cooperate it won't be a problem.

The problem right now is the lack of response.

From them.

- And on May 18, 2014:

I am having serious challenges with getting response from her lawyer.

Exhibit 41 – Text Messages

71. Opposing counsel responded on June 10, 2014, providing me with the Court Order that had been granted on January 8, 2014.

Exhibit 43 – HP Letter (June 10, 2014)

72. The day before I received this letter, I sent the following text message to [TF]:

The documents are ready I'm seeking a response from counsel.

You can go just need you to sign packages.

Exhibit 41 - Text Messages

73. No further exchanges of correspondence occurred between counsel until December 11, 2014.

74. Before then, on July 17, 2014, I stated the following in a text message to [TF] in response to a question he had about obtaining the divorce by August 2014:

Yes I am on it as fast as we can my friend

Exhibit 41 – Text Messages

75. On June 9, 2014, I sent the following text message to [TF] in response to a complaint he had about delay:

Fucking stop arguing with me!!!!
Considering you never responded to them and your not paying
adequate child support my ability to get you a divorce when these
are outstanding is pretty amazing.

Exhibit 41 – Text Messages

76. On June 12, 2014, I apologized for my use of profanity.

Exhibit 41 – Text Messages

77. On December 11, 2014, opposing counsel wrote to me proposing steps to move the Divorce Action forward. I did not respond, although I did review her letter.

Exhibit 44 – [LB] Letter (December 11, 2014)

Exhibit 38 – Accounts for Service (#698)

78. On February 2, 2015, opposing counsel followed up in writing. I reviewed the letter and left her a voicemail.

Exhibit 45 – [LB] Letter (February 2, 2015)

Exhibit 38 – Accounts for Service (#742)

79. On February 14, 2015, I sent the following text to [TF]:

Hey [TF].
I have been working on both your divorce and [S] files.
We are looking to get some numbers on the divorce regarding your
income and what may or may not be owed.
That was slow because you ex lawyer changed.

Exhibit 41 – Text Messages

80. On February 20, 2015, opposing counsel wrote to me and proposed a further exchange of records, which I provided on April 13, 2015. She reciprocated on May 15, 2015.

Exhibit 46 - [LB] Letter (February 20, 2015)

Exhibit 47 - Tahn Letter (April 13, 2015)

Exhibit 48 - [LB] Letter (May 15, 2015)

81. In the [S] Action,

- On February 19, 2015, I served an Affidavit of Records on opposing counsel, which was sworn by [KC] (not by [TF]).

Exhibit 49 – Tahn Letter (February 19, 2015)

- On March 23, 2015, I served a second Affidavit of Records on opposing counsel, which was sworn by [TF].

Exhibit 50 – [KC] Email (March 23, 2015)

- On March 30, 2015, I received a package of photos from opposing counsel.
Exhibit 51 –[DS] Letter (March 30, 2015)

82. On April 19, 2015, I met with [TF], during which I advised him that it would cost \$15,000.00 to complete both matters. [TF] terminated my retainer and asked me to send his file materials to another lawyer's office.

Exhibit 32 – [TF] Letter (May 28, 2015)

83. On April 28, 2015, [TF] asked me to send his file to [DY], a lawyer in Calgary. I asked [TF] to give me a written release from [DY] before I transferred the file to him.

Exhibit 32 – [TF] Letter (May 28, 2015)

84. I was provided with a release shortly thereafter, but I did not take immediate steps to transfer the file materials. [TF] following up on May 17, 2015, and the following text message exchange occurred:

[TF]: Hi Chris we have sent you a release request letter from [DY] office 3 weeks ago but as far I am concerned, we did not received my files or heard from you is there any problem which I should know? Please let me know as soon as possible A.S.A.P. Tnx CHRIS

Tahn: No problem file is ready for pick up but [DY] said he wasn't your lawyer of record???

[TF]: Yes I want my files to be sent to his office even though he is not representing me that my preference for the record I appreciated for your concern, please send it to him, thx Chris

Tahn: OK I will make sure [KC] sends the file Tuesday as I am still away until Wednesday.

Exhibit 41 – Text Messages

85. I did not send the file materials and [TF] followed up on May 25, 2015, as follows:

[TF]: You haven't sent the file yet what is going on Chris

Tahn: [KC] tells me it's available for pick up this afternoon she says she was waiting for your log books to come back from opposing counsel ...

Exhibit 41 – Text Messages

86. A text exchange occurred that day about how the materials would be delivered to [DY]'s office, including by taxi or by courier. The file materials were ready for pick up on May 25, 2015, and were picked up a few days later by [TF].

Exhibit 52 – Tahn Letter (May 25, 2015)

87. After [TF] complained to the LSA, I left the following message on his voicemail:

Hi [TF], Chris Tahn calling. Good Morning. Got your complaint to the Law Society. Can't wait to see you. I'm going to be suing you for all the fees that you owe me and all the things you did and didn't

do. See you in Court. You like to talk? 403-[XXX-XXXX]. And you can send that message to the Law Society as well. I'll be suing you in Court for everything. Goodbye.

Exhibit 53 – Transcript of Voice Message (August 28, 2015)

88. On May 25, 2015, I filed Notices of Withdrawal of Lawyer of Record. I did not, however, comply with Rule 2.29 of the *Alberta Rules of Court* by serving those Notices on opposing counsel and filing an Affidavit of Service. Consequently, I remained formally on the record as [TF]'s counsel and was being sent correspondence in the Divorce Action as late of July 15, 2015.

Exhibit 54 – [LB] Letter (July 15, 2015)

89. I provided three responses to the LSA during the review of this complaint.

Exhibit 55 – Tahn Letter (September 14, 2015)

Exhibit 56 – Tahn Letter (July 22, 2016)

Exhibit 57 – Tahn Letter (September 9, 2016)

90. Upon reviewing my client file, LSA investigators were unable to locate proof of any correspondence having been sent to [TF], who complained about a lack of communication, and only one email to him dated July 11, 2014, to which was attached invoice #526.

Exhibit 58 – [KC] Email (July 11, 2014)

3. Admissions of Guilt

Citation 8. Courteous and Civil Service

91. I admit that I failed to provide courteous and civil service to [TF], particulars of which are:

- Using profanity in my text message to him on June 9, 2014, for which I later apologized; and
- Leaving a threatening message with his voicemail on August 28, 2015, after he complained to the LSA;

all of which is contrary to Rule 2.01(1) of the *Code*.

Citation 9. Failure to Advance Matters

92. I admit that I failed to advance [TF]'s matters, particulars of which are:

- Performing a total of one hour of work in the [S] Action during the 20-month period of my retainer;
- Performing a total of 4.9 hours of work in the Divorce Action, 2.1 hours of which consisted of communications with [TF], leaving 2.8 hours of work during a 20-month period;

- Failing to contact opposing counsel for a period of 10 months after being retained in August 2013, during which period Court orders were made in the Divorce Action;
- Failing to take any steps in the Divorce Action for a period of eight months, between June 10, 2014 and February 2015, despite three letters from opposing counsel;
- Failing to take any steps in the [S] Action for a period of 1.5 years, between August 26, 2013 and February 19, 2015; and
- Failing to advise [TF] immediately that it would cost at least \$15,000.00 to complete both matters, a sum that he could never afford, resulting in a delay in moving his action forward;

all of which is contrary to Rule 2.02(1) of the *Code*.

Citation 10. Keeping Client Informed

93. I admit that I failed to keep Mr. [TF] informed on the progress of his matters, particulars of which are:
- Misrepresenting my efforts to him in my text messages of April 27, 2014, and May 18, 2014, by making it seem like the delay in moving the Divorce Action forward was the fault of the other side when I had not yet contacted opposing counsel to let her know that I had been retained; and
 - Misrepresenting my efforts to him in my text message of February 14, 2015, by making it seem like the delay in moving the Divorce Action forward lay with the opposing counsel when I had failed to respond to her communications during the preceding eight months;

all of which is contrary to Rule 2.02(1) of the *Code*.

COMPLAINT #4: [CW] (CO20160818)

1. Background

94. On March 29, 2016, the LSA received a complaint from [CW], a former client of mine, about a failure to send him documents after a real estate transaction.
Exhibit 59 – Lawyer Complaint Form (March 29, 2016)
95. The LSA reviewed the allegations and, on December 14, 2016, the Conduct Committee directed that the following two (2) citations be dealt with by the Hearing Committee:
11. It is alleged Mr. Tahn failed to respond to enquiries from his client and that such conduct is deserving of sanction.

12. It is alleged Mr. Tahn failed to provide documents to his client in a timely manner and that such conduct is deserving of sanction.

2. Facts

96. On or about February 23, 2015, I was retained by [CW], the seller in a real estate transaction with a closing date of June 1, 2015.
Exhibit 60 – [C2] Letter (February 23, 2015)
97. On June 1, 2015, the transaction closed.
Exhibit 59 – Lawyer Complaint Form (March 29, 2016)
98. On June 1, 2015, after the closing date, I wrote to the existing mortgagee on title requested the amount of the mortgage payout. This was the second request for a payout statement.
Exhibit 61 – Tahn Letter (June 1, 2015)
99. On June 3, 2015, I received confirmation of the payout amount from the existing mortgagee.
Exhibit 62 – Email String (June 3, 2015 – June 8, 2016)
100. On or about June 8, 2015, [CW] contacted my office to confirm that the transaction had been completed and to request the documents. [KC] told him that all was in order and that his documents would be sent to him, including a cheque for the remainder of his funds held in trust.
Exhibit 59 – Lawyer Complaint Form (March 29, 2016)
101. The existing mortgage on title was discharged on July 7, 2017.
Exhibit 63 – Historical Land Title Certificate
102. On August 7, 2015, having heard nothing from my office, [CW] emailed my office asking for an update. On August 11, 2015, [KC] told him that “the materials had been sent to them again so we are just waiting on the discharge at this point from them.”
Exhibit 62 - Email String (June 3, 2015 – June 8, 2016)
103. On September 24, 2015, I prepared a reporting letter for [CW], which was mailed to his Post Office Box in [XX]. The package was returned to my office as being undeliverable.
Exhibit 64 – Tahn Letter (September 24, 2015)
104. I did not contact [CW] to let him know that the materials had been returned. Nor did I attempt to re-deliver the materials to him, either by email or by regular mail.
105. On February 16, 2016, having heard nothing since August 2015, [CW] emailed my office to advise that he had not received any documents and asked that they be resent. Nobody at my office responded to this email.
Exhibit 62 – Email String (June 3, 2015 – June 8, 2016)
106. There is some dispute as to whether [CW] attempted to contact my office in February and March of 2016. [CW] says that he left several messages that were not returned and that the telephone often went unanswered:

... However, as of March 29, 2016 I have not received any documents or correspondence from Mr. Tahn or Ms. [KC]. They will not return my phone calls and never answer the phone.

Exhibit 59 – Lawyer Complaint Form (March 29, 2016)

...
Furthermore, I had left several voice messages with Mr. Tahn and his assistant between February and March 2016 that were not returned at all. Since I did not receive any return calls after trying at least three times over the course of a few weeks, I initiated this complaint with the Law Society. ...

Exhibit 67 – [CW] Email to LSA (April 29, 2016)

107. I am of the view that no such messages were left, although I acknowledge that there is nothing on my file to support my assertion.

108. As noted, on March 29, 2016, [CW] complained to the LSA.

109. The next day, on March 30, 2016, [CW] spoke with [KC], who sent him a scanned version of the documents by email on April 1, 2016. [KC] also advised [CW] that she would be sending the documents using a trackable delivery method.

Exhibit 67 – [CW] Email to LSA (April 29, 2016)

110. On March 30, 2016, the LSA wrote to me and requested a response to the complaint.

Exhibit 65 – LSA Letter (March 30, 2016)

111. On April 1, 2016, [CW] received the scanned documents by email.

Exhibit 72 – [CW] Letter (September 12, 2016)

112. On April 18, 2016, I provided a response to the complaint, in which I stated that my office had sent the physical documents to [CW] on April 4, 2016.

Exhibit 66 – Tahn Letter to LSA (April 18, 2016)

113. On April 29, 2016, [CW] provided an update to the LSA about the status of the materials.

Exhibit 67 – [CW] Email (April 29, 2016)

114. On May 14, 2016, [CW] emailed [KC] to let her know that he had not yet received the package of materials. He received no response.

Exhibit 62 – Email String (Jun 3, 2015 – June 8, 2016)

115. On June 5, 2016, [CW] emailed [KC] to request an update on the tracking number. He received no response.

Exhibit 62 – Email String (Jun 3, 2015 – June 8, 2016)

116. On June 8, 2016, [CW] informed the LSA by email that he had yet to receive the package.

Exhibit 68 – Email String (June 8, 2016)

117. On June 17, 2016, [CW] received the physical package.

Exhibit 72 – [CW] Letter (September 12, 2016)

118. On August 9, 2016, the LSA requested additional information from me.
Exhibit 69 – LSA Letter (August 9, 2016)

119. On September 2, 2016, I provided a response and stated the following about the delay about why it took more than two months to deliver the materials to [CW] after he had talked to [KC] on March 30, 2016:

Further, there was no delay in advising Mr. [CW] that the package had been returned to us. We advised Mr. [CW] on or about April 1, 2016 that the package had been returned to our office. The package was returned as undeliverable on March 30, 2016.

... We called our courier to bring the package to Canada Post and it was dropped again in the mail instead of receiving a tracking number which we found out after Mr. [CW] has not received the package.

Exhibit 70 – Tahn Letter (September 2, 2016)

120. On September 7, 2016, the LSA provided my response to [CW], who confirmed on September 12, 2016, that he had received the scanned copy on April 1, 2016, and the hard copy on June 17, 2016.

Exhibit 71 – LSA Letter (September 7, 2016)
Exhibit 72 – [CW] Letter (September 12, 2016)

3. Admissions of Guilt

Citation 11. Failure to Respond

121. I admit that I failed to respond to enquiries from [CW], particulars of which are:

- [CW] did not receive any update on the status of his materials for a period of 7½ months after he first inquired about them on August 7, 2015, until he spoke with [KC] on March 30, 2016;
- Although there is a dispute about if or how many messages were left with my office in February and March of 2016, I have neither kept nor provided any evidence that would dispute his version of events; and
- After speaking with [KC] on March 30, 2016, [CW] did not receive any update on the status of his materials for another 2½ months, despite two follow up emails, until he received the physical package on June 17, 2016;

all of which is contrary to Rule 2.02(1) of the *Code*.

Citation 12. Delivery of Documents

122. I admit that I failed to provide documents to [CW] in a timely manner by taking more than one year to provide him with the reporting package from the date the transaction closed

(June 1, 2015) to the date he received the package (June 17, 2016), which is contrary to Rule 2.02(1) of the Code.

COMPLAINT #5: [RH] (CO20152062)

1. Background

123. On August 11, 2015, the LSA received a complaint from a lawyer named [RH] alleging that I had failed to comply with undertakings.

Exhibit 73 – Lawyer Complaint Form (w/o attachments) (August 11, 2015)

124. The LSA reviewed the allegations and, on December 14, 2016, the Conduct Committee directed that the following citation be dealt with by the Hearing Committee:

13. It is alleged Mr. Tahn failed to complete his undertakings in a timely manner and that such conduct is deserving of sanction.

2. Facts

125. In August 2013, I acted for [AK], the vendor in a real estate transaction. [RH] acted for the purchaser, [TH]. The closing date was August 30, 2013.

Exhibit 73 – Lawyer Complaint Form (August 11, 2015)

126. As of August 19, 2013, there were five non-permitted encumbrances on the Lands:

- A Certificate of Lis Pendens (the “**CLP**”);
- A Postponement of Mortgages (the “**Postponement**”);
- A Mortgage with [141] as mortgagee (the “**[141] Mortgage**”);
- A Mortgage with [FCC] as mortgagee (the “**[FCC] Mortgage**”); and
- A Mortgage with [HT] Company as mortgagee (the “**[HT] Mortgage**”)

Exhibit 74 – Land Title Certificate (August 19, 2013)

127. On August 20, 2013, I received a letter from counsel for [HT] Company setting out the amount owing on the [HT] Mortgage.

Exhibit 75 – Gowlings Letter (August 20, 2013)

128. On August 21, 2013, [AK] executed a Direction of Proceeds which provided the following in part:

YOU ARE HEREBY AUTHORIZED AND DIRECTED to pay and disburse the proceeds of the above described sale as follows and for so doing this shall be your full authority:

...

3. An amount sufficient to pay all liens, claims or encumbrances now or hereafter registered against the subject premises which affect the mortgagee’s interest in the said property.

Exhibit 76 – Direction of Proceeds (August 21, 2013)

129. On August 22, 2013, I wrote to [RH] and provided the following undertakings:

Provided that you accept and have met these trust conditions, upon receipt of the balance due on Closing we undertake to:

- (a) forthwith pay out all Non-Permitted Registrations within a reasonable period thereof, obtain and forward to your office an updated Certificate of Title confirming the said discharges.

...

Exhibit 77 – Tahn Letter (August 22, 2013)

130. On August 22, 2013, [AK] sent an email to counsel for [HT] taking issue with the amount of the payout statement, a copy of which was forwarded to [KC].
Exhibit 78 – Email String (August 22, 2013)
131. On August 23, 2013, [RH] released the funds to me subject to the undertakings contained in my trust letter of August 22, 2013.
Exhibit 79 – [RO] Letter (August 23, 2013)
132. On August 27, 2013, counsel for [HT] wrote to me to advise me that [HT] would accept a reduced sum of \$456,619.55 for the mortgage payout.
Exhibit 80 – Gowlings Letter (August 27, 2013)
133. [AK] responded personally by email with a counter-proposal to pay \$447,119.05. A copy of this email was provided to [KC].
Exhibit 81 – [AK] Email (August 27, 2013)
134. On September 3, 2013, Mr. Justice [K] issued an Order directing that the payout for the [HT] mortgage was to be \$447,119.05 plus a daily interest rate of \$43.03.
Exhibit 82 – Court Order (September 3, 2013)
135. On September 6, 2013, I forwarded payment of \$447,479.30 to [G], which represented the sum of \$447,119.05 plus daily interest.
Exhibit 83 – Tahn Letter (September 6, 2013)
136. On November 5, 2013, Mr. Justice [P] set aside the order of Justice [K] and made procedural directions about how to resolve the issues between [AK] and [HT]. I unaware of the ongoing litigation and of Justice [P]'s order.
Exhibit 84 – Court Order (November 6, 2013)
137. On January 1, 2014, my office submitted two discharges to the Land Titles Office.
Exhibit 85 – Document Discharge Request
138. On November 24, 2014, [RH] wrote to me asking why none of the non-permitted encumbrances had been discharged yet. I did not respond.
Exhibit 86 – [RH] Letter (November 24, 2014)
139. On December 29, 2014, [RH] re-transmitted his letter to me. Again, I did not respond.
Exhibit 87 – [RH] Letter (December 29, 2014)

140. On May 27, 2015, I received a Government of Alberta Document Submission Notice which stated the following:

Document Registration Request form submitted has been purged or is older than 90 days. Require newly created Document Registration Request form to be submitted.

Exhibit 88 – Document Submission Notice (May 27, 2015)

141. On May 27, 2015, I wrote to [RH] providing an explanation as to why none of the non-permitted encumbrances had yet to be discharged.

Exhibit 89 – Tahn Letter (May 27, 2015)

142. On June 16, 2015, I wrote to [RH] providing him a copy of the Court Orders and the letter to [G] with which the proceeds for the [HT] Mortgage were tendered.

Exhibit 90 – Tahn Letter (June 16, 2015)

143. On June 17, 2016, [RH] and I exchanged letters about an application that was scheduled to be heard in Court and confirming the submission of discharges for the [141] Mortgage, the [FCC] Mortgage, and the Postponement.

Exhibit 91 – [RH] Letter (June 17, 2015)

Exhibit 92 – Tahn Letter (June 17, 2015)

144. On June 26, 2015, three of the non-permitted encumbrances were discharged by me (the [141] Mortgage, the [FCC] Mortgage, and the Postponement), leaving the [HT] Mortgage and CLP on title.

Exhibit 93 – Historical Land Title Certificate

145. On July 15, 2015, I wrote to [RH] with proof of the discharges of the three non-permitted encumbrances and an explanation as to how the remaining two encumbrances would be discharged.

Exhibit 94 – Tahn Letter (July 15, 2015)

146. In June 2015, [TH] retained the services of [JL] to deal with a Court application against her. By letter of August 4, 2015, [JL] reported to [RH] that steps were being taken to discharge the remaining two non-permitted encumbrances.

Exhibit 95 – [JL] Letter (August 4, 2015)

147. On August 5, 2015, the remaining two non-permitted encumbrances were discharged.

Exhibit 93 – Historical Land Title Certificate

148. As noted, on August 11, 2015, [RH] submitted a complaint about my conduct.

Exhibit 73 – Lawyer Complaint Form (w/o attachments) (August 11, 2015)

149. On September 23, 2015, I provided my written response to the complaint.

Exhibit 96 – Tahn Letter (September 23, 2015)

3. Admission of Guilt

Citation 13. Undertakings

150. I admit that I failed to complete my undertakings in a timely manner by failing to take steps to discharge the non-permitted encumbrances for a period of 22 months, between the date that [RH] released the funds to me (August 23, 2013) and the date that three of the five discharges were obtained by me (June 26, 2015), which is contrary to Rule 6.02(13) of the *Code*.

COMPLAINT #6: [BB] (CO20150043)

1. Background

152. On January 6, 2015, the LSA received a letter of complaint from a lawyer named [BB] *[sic]* alleging that I had breached a trust condition during a commercial real estate transaction.

Exhibit 97 – [BB] Letter (August 27, 2014)

153. The LSA conducted an investigation into the allegations and, on December 14, 2016, the Conduct Committee directed that the following four (4) citations be dealt with by the Hearing Committee:

14. It is alleged Mr. Tahn breached trust conditions and that such conduct is deserving of sanction.

15. It is alleged Mr. Tahn misled another lawyer and that such conduct is deserving of sanction.

16. It is alleged Mr. Tahn attempted to facilitate his client with an improper purpose and that such conduct is deserving of sanction.

17. It is alleged Mr. Tahn failed to reply promptly and completely to communications from the Law Society and that such conduct is deserving of sanction.

2. Facts

154. On July 11, 2014, [M] and [C M] (the “[MCM]” or the “Sellers”) entered into a Commercial Purpose Real Estate Contract in which they agreed to sell a block of lands (the “Property”) to [DH] (“[DH]” or the “Purchaser”) for \$3,150,000.00 (the “Transaction”). The plan was to build a senior palliative care facility on the Property.

Exhibit 98 – Commercial Purchase Contract (July 11, 2014)

155. By amendment, the Transaction was scheduled to close on September 5, 2014. Additional amendments pushed back the closing date into October 2014.

Exhibit 99 – Amendment to Purchase Contract (August 21, 2014)

156. I acted for the Purchaser and [BB] acted for the Sellers. He and I exchanged several emails between August 11, 2014 and October 15, 2014.

Exhibit 100 – Email Exchanges (August 11, 2014 - October 15, 2014)

157. On August 20, 2014, I wrote the following email to [BB]:

I have spoken to Mr. [DH] and instructs me that the financing condition can be cleared but the closing date will need to remain September 5, 2014, as my office cannot close any sooner.

Exhibit 101 – Tahn Email (August 20, 2014)

158. At the time this statement was made, there was no evidence that the financing condition could be cleared.

159. On August 27, 2014, [BB] wrote to me, attaching a Transfer of Land and a blank Affidavit of Value to be executed by the Purchaser. The letter imposed the following trust conditions on me:

The enclosed documents are forwarded to you in trust on the following conditions:

1. That prior to the use of the enclosed documents:
 - a. you will hold in your trust account the shortfall funds being the difference between the mortgage proceeds and the cash to close as indicated in our Statement of Adjustments;
 - b. you will hold on your file the following:
 - (i) a transfer back in favor of our client, in registerable form;
 - (ii) an irrevocable assignment of mortgage proceeds
 - (iii) a tenancy at will
2. That you will register the Transfer of Land at the Land Titles office followed by your client's Mortgage and that you will have taken all steps to ensure the mortgage is advanced immediately upon registration.
- ...
5. All funds are to be received in our office no later than the 15th Day of September, 2014 failing which you will upon our demand return the enclosed documents unused, or in the event the subject Transfer of Land has been utilized you will forthwith register the Transfer back in to our client's name, subject only to existing encumbrances or alternatively, we will make such application to the Courts at your client's expense to enforce our trust conditions unless you have requested and we have agreed to amend the trust conditions contained herein. Legal fees incurred in this process will be paid from the cash to close held in trust.
- ...

Exhibit 102 – [BB] Letter (August 27, 2014)
Exhibit 103 – Transfer of Land Documents

160. On August 29, 2014, I emailed [BB] as follows:

Thank you for sending your trust package, we received your package in the early afternoon yesterday.

I understand that our respective clients spoke this morning and they have both agreed, and of course please confirm with your client, that your trust conditions be amended to allow us to go for registration without cash difference in our trust account.

Kindly confirm in writing your amended trust conditions as soon as possible.

Exhibit 104 – Tahn Email (August 29, 2014)

161. On September 2, 2014, [BB] sent me an email amending the trust condition as follows:

I confirm that I amend my trust condition to allow you to proceed to registration without the cash shortfall in your trust account.

Exhibit 105 – [BB] Email (September 2, 2014)

162. On September 15, 2014, I registered the Transfer of Land at the Land Titles Office without being in a position to register the mortgage or immediately advance the mortgage funds.

Exhibit 106 – Land Title Certificate

163. The Affidavit of Value sworn by [DH] and registered that day provided as follows in part:

4. The current value* of the land**, in my opinion, is \$4,837,500.00.

* "value" means the dollar amount that the land might be expected to realize if it were sold on the open market by a willing seller to a willing buyer.

** "land" includes buildings and all other improvements affixed to the land.

Exhibit 107 – Land Title Registration [141] (Affidavit of Value)

164. There had been no professional appraisal to assess the value of the Property.

165. In September 2014, I was involved in trying to arrange bridge financing of \$950,000.00 for the Transaction.

166. On September 24, 2014, I received a letter from [MD] advising me that he had a client who might be interested in providing a mortgage for \$950,000.00. A condition of the offer was that I provide [MD] with a commitment fee of \$10,000.00 to cover legal fees and lenders fees should [MD]'s client wish to proceed with the deal (the "Commitment Fee").

Exhibit 108 – [MD] Letter (September 24, 2014)

167. Neither I nor [DH] had \$10,000.00 on hand or in trust for the Commitment Fee.

168. On September 25, 2014, I contacted a person named [MT] seeking to borrow \$10,000.00 from a company operated by [MT] named [ELC].
Exhibit 109 – Email Exchange (Last email at 1:39:07 p.m. on September 25, 2014)

169. That day, before receiving the funds from [ELC], I advised [MD] that I was holding the Commitment Fee in my trust account:

Thank you for your letter of September 24, 2014. We confirm that we hold \$10,000.00 in our trust account and hold such funds on behalf of [HML], pursuant to your letter.

Exhibit 110 – Tahn Letter (Faxed at 12:52 p.m. on September 25, 2014)

170. On September 26, 2014, I deposited \$10,000.00 from ELC into my trust account.
Exhibit 111 – Trust Ledger (September 26, 2014)

171. On September 29, 2014, [MD] informed me that his client would not be proceeding with the deal after having conducted an inspection of the Property.
Exhibit 112 – [MD] Letter (September 29, 2014)

172. On October 8, 2014, I repaid the loan to [ELC], plus \$3,000.00 in fees and interest, for a total of \$13,000.00.
Exhibit 111 – Trust Ledger (October 8, 2014)

173. On September 26, 2014, I wrote an email to [BB], which stated in part:

As we have discussed, this is a non-traditional transaction.

...

Our mortgage is approved and we are working through the process of finalizing the transaction which we estimate to be next week.

...

Exhibit 113 – Email Exhibit (September 26, 2014)

174. At the time this statement was made, there was no evidence of a mortgage having been approved.

175. On September 29, 2014, I emailed a person named [PR] seeking financing of \$950K. In his email, I stated the following:

Long-time standing client of mine who has purchased this property. Value considered at \$4,837,500.00.

...

This \$950K is basically to bridge until the first progressive payment of \$36MM for development arrives in 4-6 weeks.

Exhibit 114 – Email Exchange (September 29, 2014)

176. I did not receive the requested \$950,000.00.

177. On October 2, 2014, [BB] wrote to me, stating the following:

I searched title and discovered that you have breached the trust

conditions by registering the transfer of land without your client's mortgage.

Demand is made for you to provide the transfer back to my office. I will send a courier today to pick it up.

I will seek instructions from my client on how he wishes to proceed.

Exhibit 115 – [BB] Letter (October 2, 2014)

178. On October 2, 2014, I replied as follows in part:

...

2. With respect to your allegation of our breach of trust conditions, you will recall that you emailed the writer on September 2, 2014 amending your trust condition to allow us to go to registration, which is what we did.

3. Also as you will recall, we have had discussions and correspondence regarding the closing date, which has never been affirmed between our clients as we have been working with your office to satisfy all undertakings including the placement of insurance on the property, as well discharge of the current caveats and liens on the property. Again, our clients were working together to complete this complicated transaction.

In conclusion, we are prepared to close this transaction by October 15, 2014. If your client wishes to collapse this purchase please make him aware that our damages are currently in excess of \$1,000,000.00 and we are instructed to proceed to immediate litigation and we will file our CLP while we deal with litigation.

...

Exhibit 116 – Tahn Letter (October 2, 2014)

179. At the time this statement was made, there was no evidence that [DH] was in a position to close the transaction.

180. On October 2, 2014, [BB] replied as follows in part:

I never amended the trust condition to not allow you to register the transfer without a mortgage, only without the cash shortfall. The email is enclosed.

The trust conditions are completely separate from whatever our clients negotiate.

Demand is made for you to provide the transfer back to my office. I will send a courier tomorrow to pick it up.

Exhibit 117 – [BB] Letter (October 2, 2014)

181. On October 3, 2014, a courier was sent to my office to pick up the Transfer Back. Neither I nor [KC] were present and thus the courier could not pick up the document.

182. On October 3, 2014, a mortgage broker, [SN] emailed [DH] asking questions on behalf of a lender, including whether there had been a formal appraisal on the Property and proof of financing. [DH] forwarded the email to me.

Exhibit 118 – [DH] Emails (October 3, 2014)

183. On October 6, 2014, [BB] again requested that I return the Transfer Back to him:

This is the third time that I have demanded that you forward to my office the transfer back as required in my trust letter.

My courier attended at your office and you refused to provide him with the transfer back as you are required by the trust conditions to provide.

DEMAND is made for you to provide the transfer back to my office immediately.

Exhibit 119 – [BB] Letter (October 6, 2014)

184. I deny that there was a refusal to provide the documents to the courier.

185. On October 6, 2014, I returned the Transfer Back to [BB], which was later filed by [BB] on November 5, 2014.

Exhibit 120 – Tahn Letter (October 7, 2014)

186. On October 7, 2014, [BB] registered a Caveat on the Property.

Exhibit 121 – Land Title Certificate

187. On October 15, 2014, the parties met with their respective lawyers at [BB]'s office. During this meeting, [DH] and I presented a "Mortgage Commitment" letter from a lender named "[PLI]." signed by [DH] with a signature date of September 15, 2014 (the "[PLI] Letter"), which provided as follows:

Lender: [PLI].

Borrower: [IHL].

Total Mortgage Amount: \$36,000,000.00 based on a progress draw.

...

We as lender are pleased to advise that your application for a loan as contemplated in this Commitment Letter and any other documents attached has been approved provided that you satisfy all of the requirements contemplated in this Commitment Letter.

...

Broker Information

The broker that arranged this contemplated transaction is * (the "Broker") more information with respect to the Broker and your relationship to it is shown in the attached *Mortgage Borrower Disclosure Document*.

...

Guarantors

Name of Guarantor: Amount of Guarantee
[IHL]. Full Amount

...

Lawyer

The following law firm will put security satisfactory to the Lender in place at your expense:

Christopher T Tahn Law Office
11650 Elbow Drive SW
Calgary, Alberta
T2W 1S8

...

No Obligation to Advance

The Lender has no obligation to you to advance any money pursuant to this Commitment Letter or otherwise: and without incurring any liability to you whatsoever may refuse to proceed for any reason whatsoever in the Lender's absolute discretion

...

Application Fee

You will pay a nonrefundable application fee of \$250,000.00 to the Broker by way of a bank draft made payable to Christopher T. Tahn Professional Corporation - In Trust within five business days of the date that you sign this Commitment Letter. This deposit is to be applied to defray the Broker's costs including time expended and out-of-pocket costs incurred in locating the Lender, processing your application, providing this Commitment Letter and towards payment of legal fees.

Lender Name: [PLI]
Per Agent: [MG]

Exhibit 122 – [PLI] Letter (September 14, 2014)

188. Neither [BB] nor [MCM] accepted the [PLI] Letter as being satisfactory proof of financing.

189. Regarding [PLI] Letter,

- On October 9, 2014, I received a version of this letter as an attachment to an email from a mortgage broker named [AH];
Exhibit 123 – [AH] Email (October 9, 2014 @ 11:49:53 am)
- A few minutes later, I forwarded the email with attachment to [DH];
Exhibit 123 - Tahn Email (October 9, 2014 @ 11:55 am)
- A few minutes after that, I forwarded the email with attachment to [KC] with the following instructions:

Don't send it to broker until [B] approves
Don't forward email pls save it and reattach

Exhibit 124 – Tahn Email (October 9, 2014 @ 12:03:01 pm)

- Three hours later, I forwarded a modified version of the letter to [SN]. This was the version of this letter was presented to [BB] and [MCM] during the meeting on October 15, 2014.

Exhibit 125 – Tahn Email (October 9, 2014 @ 3:08 pm)

- The changes to the initial version to the version that was presented during the meeting on October 15, 2015, include
 - (1) Adding a provision that the first draw was to be forwarded on or before October 15, 2014 (p. 1)
 - (2) Adding that the amount of the Guarantee was the “Full Amount” (p. 2)
 - (3) Changing the address for my law office (p. 3)
 - (4) Inserting the amount of the application fee of \$250,000.00 and a provision that the draft should be payable to Tahn’s Professional Corporation instead of [MLS] making (p. 4)
 - (5) Adding [DH]’s signature with a signature date of September 15, 2014

Exhibit 125 – Tahn Email (October 9, 2014 @ 3:08 pm)

190. Regarding the lender, [PLI],

- [KC] and I attempted to verify the identify of [PLI] by an email search before presenting the letter during the meeting on with [BB] and [MCM] on October 15, 2015, but were unable to find any information;
- I did not attempt to verify the identify of [MG] before presenting the letter during the meeting with [BB] and [MCM];
- [DH] and I had obtained a similar letter from [PLI] from [AH] on April 2013, in which the agent is listed as being “[MG]”.

Exhibit 126 – [DH] Email (April 4, 2013)

Exhibit 127 – [DH] Email (May 27, 2013)

- The LSA has been unable to confirm the existence of this company. Nor has the LSA been able to confirm the identity of the agent listed in the [PLI] Letters, [MG] or [MG].

Exhibit 128 – Corporate Searches

191. Regarding the borrower, [IHL],

- The LSA has been unable to locate a company named “[IHL].”
- I registered a company known as “[IHL]” in Saskatchewan with me as the sole Director on November 9, 2012 (struck on April 30, 2014)

Exhibit 129 – Corporate Registry Profile Report (Saskatchewan)

- I obtained extra-provincial registration in Alberta on February 13, 2013 (cancelled on May 26, 2014)

Exhibit 130 – Certified Copy of Transaction (Alberta)

- I registered [IHL] in BC with me as sole director and [DH] as an officer on April 23, 2013, which registration was active on October 15, 2014.

Exhibit 131 – BC Company Summary

- On October 22, 2014, [KC] drafted an email seeking to have [IHL] extra-provincially registered or renewed.

Exhibit 132 – [KC] Email (October 22, 2014)

- I did not disclose his relationship with [IHL] Inc. during the meeting on with [BB] and [MCM] on October 15, 2015.

192. On October 16, 2014, I made notes in my file about sources of financing.

Exhibit 133 – Tahn Notes (October 16, 2014)

193. On October 17, 2014, I wrote to [BB], stating the following in part:

Further to our 4-way meeting on October 15, 2014, at your offices, we are pleased to advise that our Lender has stated that they are finalizing their draw-term sheets and related financing documents. We do not expect to see them until at least late Tuesday. At that time of confirmation to you, we will confirm the \$50,000.00 deposit to be held In Trust for completion of this transaction.

You also advised at the meeting that the Transfer of Land Back had not yet been utilized and that you were holding such on file. Please advise if this has changed.

Furthermore, we wish to acknowledge the parties have agreed that this matter is effectively frozen pending confirmation of the foregoing terms and that the parties intend to complete the transaction as soon as possible, or by the end of October, whichever occurs first.

Exhibit 134 – Tahn Letter (October 17, 2014)

194. At the time this letter was written, there was no evidence that any lender was finalizing draw term sheets or related financing documents.

195. [BB] responded later that day:

We had agreed on a without prejudice basis that you would provide us with a written letter from your clients [sic] lender that the deal would be able to close by Oct 31. The said letter was to be provided to our office no later than today.

I haven't used the transfer back, but there is no way that the deal is effectively frozen.

If we don't receive the confirmation from your client's bank today of a closing before Oct 31, I fully expect my client to exercise his rights under the contract and the trust conditions.

Exhibit 135 – [BB] Letter (October 17, 2014)

196. And a further letter on October 17, 2014:

My client has instructed me to terminate the contract in the event that the letter from your client's lender, confirming a closing of October 31, 2014, is not received by my office today.

Exhibit 136 – [BB] Letter (October 17, 2014)

197. On October 20, 2014, [BB] terminated the contract as follows:

The purchase price has not been tendered in accordance with the terms of the contract.

The contract is terminated.

I have sent the transfer back to Land Titles to be registered.

Exhibit 137 – [BB] Letter (October 20, 2014)

198. On October 21, 2014, I filed a Statement of Claim claiming damages of \$3MM for the termination of the contract. Part of the Statement of Claim provided as follows:

...

5. A commercial purchase contract was executed between the parties on July 11, 2014 with a purchase price of \$3,150,000.00 with an initial closing date of August 11, 2014.

6. The purchase price was arrived at between the parties as a result of the overvaluing of the partially improved land, as the foundation and skeleton parking structure present, combined with the location of the property in the town of [XX]. It was understood by the defendants that in order to obtain financing to complete the transaction of a purchase price of \$3,150,000 of which the sale price was approximately \$1,000,000.00 more than the lands true value. A non-traditional approach to closing the transaction is required and it understood between the parties that cooperation in this process was essential in closing the purchase transaction.

...

8. On or about October 20, 2014 the Defendant's legal counsel advised the Plaintiff's legal counsel via letter that the purchase contract is terminated. This termination has occurred against the verbal and non-traditional agreement to the closing process of this transaction.

...

Exhibit 138 – Statement of Claim (October 21, 2014)

199. On October 28, 2014, [BB] wrote to me to advise me that the Transfer Back did not include the Dower Affidavit and requested I provide it to him. He followed up on October 30, 2014, and on November 3, 2014. I eventually sent it on November 3, 2014.
Exhibit 139 – [BB] Letter (October 28, 2014)
Exhibit 140 – Tahn Letter (October 30, 2014)
Exhibit 141 – [BB] Letter (November 3, 2014)
Exhibit 142 – Tahn Letter (November 3, 2014)
200. The Transfer Back was registered with the Land Titles Office on November 5, 2015. [BB] swore another Affidavit of Value dated October 20, 2014, for the original value of \$3,150,000.00 and added it to the Transfer Back.
Exhibit 143 – Transfer Back
201. As noted, the LSA received a complaint from [BB] on January 6, 2015.
Exhibit 73 – [BB] Letter of Complaint
202. On March 31, 2015, the LSA asked me to provide a response to [BB]'s complaint.
Exhibit 144 – LSA Letter (March 31, 2015)
203. On April 24, 2015, after obtaining an extension, I provided a response.
Exhibit 145 – Tahn Letter (April 24, 2015)
204. On May 13, 2015, the LSA received [BB]'s comments about my response letter, to which I had no further response.
Exhibit 146 – [BB] Letter (May 13, 2015)
Exhibit 147 – Tahn Letter (June 10, 2015)
205. The LSA then conducted an investigation into my conduct, resulting in an Investigation Report dated June 16, 2016.
Exhibit 148 - Investigation Report (June 16, 2016)
(Digital copy includes attachments; Paper Copy does not)
206. On June 30, 2016, the LSA wrote to me enclosing a copy of the Investigation Report. The report was also accessible electronically from a secure server and instructions were provided about how to access the report. The LSA requested that I provide a response to the Investigation Report within 14 days.
Exhibit 149 – LSA Letter (June 30, 2016)
207. At the time, I was away from the office on holidays and the LSA received an automatic out-of-office response. On July 1, 2016, I read the email on my phone.
Exhibit 150 – Tahn Automatic Reply (June 30, 2016)
Exhibit 151 – Email Read Receipt (July 1, 2016)
208. On July 20, 2016, the LSA sent a follow up letter requesting my response to the Investigation Report by August 5, 2016. The letter noted that failure to respond may result in both a hearing for failing to respond and an adverse inference being drawn against me on the original complaint. I had not yet accessed the documents online by then. I did not respond to this letter.
Exhibit 152 – LSA Letter (July 20, 2016)

209. On August 16, 2016, I was served with a cover letter dated August 9, 2016 and a CD-ROM containing a complete digital copy of the Investigation Report with attachments. I still had not yet opened the documents available online. I did not respond to this letter.
Exhibit 153 – Affidavit of Service (August 16, 2016) with Cover Letter (August 9, 2016)
210. On September 12, 2016, the LSA again wrote to me requesting a response. I was again advised that failure to respond may result in both a hearing for failing to respond and an adverse inference being drawn on the original complaint.
Exhibit 154 – LSA Letter (September 12, 2016)
211. On October 24, 2016, I sent an email stating that I was currently in British Columbia and would be responding to the Investigation Report upon my return to the office.
Exhibit 155 – Tahn Email (October 24, 2016)
212. I never provided a response the Investigation Report.

3. Admission of Guilt

Citation 14. Trust Conditions

213. I admit that I breached the second trust condition in [BB]'s letter of August 27, 2014, as amended by his email of September 2, 2014, by registering the Transfer of Land with the Land Titles Office without being in a position to register the Mortgage or being able to advance any mortgage proceeds immediately thereafter, which is contrary to Rule 6.02(13) of the *Code*.

Citation 15. Misleading Another Lawyer

214. I admit that I misled [BB] during the course of our communications, particulars of which are:
- On August 20, 2014, I advised [BB] by email that the financing condition could be cleared when I knew that the financing condition could not be cleared;
 - On September 26, 2014, I advised [BB] by email that our mortgage had been approved when I knew that there was no funding available at that time;
 - On October 2, 2014, I wrote to [BB] and advised that we were prepared to close the transaction by October 15, 2014, without any evidence whatsoever that the transaction could close on that day;
 - On October 15, 2014, I presented the [PLI] Letter to [BB] and his client knowing that I had been unable to confirm the identity of [PLI] or of the broker [MG] beforehand; and
 - On October 17, 2014, I wrote to [BB] to advise that the lender was in the process of finalizing the draw-term sheets and related financing documents when I knew that was not the case;

all of which is contrary to Rule 6.02(2) of the *Code*.

Citation 16. Facilitating Improper Purpose

215. I admit that I attempted to facilitate [DH] in an improper purpose, particulars of which are:

- As stated explicitly in the Statement of Claim filed on October 21, 2014, I submitted an Affidavit of Value to the Land Titles Office which overstated the value of the Lands by \$1MM to obtain sufficient financing to complete the Transaction;
- In my email of September 29, 2014, I adopted the inflated value of the Lands when I attempted to obtain \$950K in financing from [PR]; and
- I participated in the attempts to raise capital for the project by presenting the [PLI] Letter to [BB] and to and his client on October 15, 2014, which I had previously modified, as a legitimate commitment letter when I knew that there was no basis to believe that [PLI] was a legitimate entity;

all of which is contrary to Rule 2.01(10) of the *Code*.

Citation 17. Failure to Reply to LSA

216. I admit that I failed to reply to communications from the LSA when I failed to provide a response to the Investigation Report despite four requests and my promise to do so, which is contrary to Rule 6.01(1) of the *Code*.

COMPLAINT #7: [MK] – CO20140625

1. Background

217. On September 28, 2014, the LSA received a Lawyer Complaint Form from [MK], a former client of mine, alleging poor client service.

Exhibit 156 – Lawyer Complaint Form (September 8, 2014)

218. The LSA conducted an investigation into the allegations and, on December 14, 2016, the Conduct Committee directed that the following four (4) citations be dealt with by the Hearing Committee

18. It is alleged Mr. Tahn failed to obtain or follow instructions from his client and that such conduct is deserving of sanction.

19. It is alleged Mr. Tahn failed to keep his client informed of the progress of the matter and that such conduct is deserving of sanction.

20. It is alleged Mr. Tahn failed to supervise his assistant and that such conduct is deserving of sanction.

21. It is alleged Mr. Tahn failed to comply with Rule 119.21(4) which requires that a copy of a Statement of Account be provided to the client prior to or concurrent with a withdrawal from trust to pay the account and that such conduct is deserving of sanction.

2. Facts

219. I was retained by [MK] in June 2013 to represent him in a matrimonial action. We entered into a Professional Fee Agreement in June 2013 and [MK] provided me with a \$3,500.00 retainer on June 10, 2013.

Exhibit 157 – Professional Services Agreement
Exhibit 158 – Accounts for Services (7) (July 23, 2013 – April 8, 2014)

220. I filed a Statement of Claim on May 7, 2013, and the usual disclosure notices were filed thereafter. The parties adjourned two applications, one of which [MK] attended even though we told him that he did not have to be present for routine matters, as they were frequently adjourned at the last minute.

Exhibit 159 – Procedure Card
Exhibit 160 – Email String (June 20, 2013)
Exhibit 161 – Email String (June 18, 2013 – July 19, 2013)

221. On October 7, 2013, opposing counsel, [DP], faxed me a copy of her client's financial disclosure, along with a settlement proposal.

Exhibit 162 – [DP] Letter (October 7, 2013)

222. On October 8, 2013, [KC] forwarded the letter and disclosure materials to [MK], who responded with comments on October 14, 2013.

Exhibit 163 – Email String (October 8-15, 2013)

223. On November 25, 2013, we attended a mediation with the Dispute Resolution Office (the "DRO"), which is a without prejudice procedure during which parties attempt to resolve support and access issues instead doing so in Court (the "DRO Mediation"). The parties and their lawyers signed a "DRO Acknowledgment" acknowledging that the DRO Mediation was confidential and without prejudice.

Exhibit 164 – DRO Report (November 25, 2013)
Exhibit 165 – Tahn Notes (November 25, 2013)

224. DRO Mediations are not finally binding until a Consent Order has been filed.

Exhibit 185 – Investigation Report (p. 30)

225. The DRO Report indicates that settlement was achieved on child support and arrears and provides that opposing counsel, [DP], was to draft the Consent Order for filing.

Exhibit 164 – DRO Report (November 25, 2013)

226. On November 25, 2013, [DP] faxed me a letter marked "Without Prejudice" to which was attached a draft of a proposed Interim Consent Order (the "Draft Order"). [DP] requested that I review and consent to the Draft Order and return it to her for filing.

Exhibit 166 – [DP] Letter with Draft Order (November 25, 2013)

227. Neither I nor [KC] sent the Draft Order to [MK] for his review and comments.

228. Regarding the substance of the Draft Order, [MK] asserted the following in his Lawyer Complaint Form:
3. Throughout the entire time Mr. Tahn represented me, I made it absolutely clear that any order that did not recognize that I had primary care of our son [S] and that our eldest son [D] was a child of the marriage, was completely unacceptable. This fact was stated repeatedly.
Exhibit 156 – Lawyer Complaint Form (September 18, 2014)
229. The Draft Order said nothing about [D] and stated the following about [S]:
- AND UPON noting that the child [SJWK] is in a shared parenting regime with the Plaintiff and Defendant;
Exhibit 166 – Draft Order (November 25, 2013)
230. On December 9, 2013, [MK] emailed additional financial information to [KC].
Exhibit 167 – [MK] Email (December 9, 2013)
231. On December 10, 2013, [KC] emailed a Statement of Account to [MK].
Exhibit 168 – [KC] Email (December 10, 2013)
232. On January 14, 2014, I signed the Draft Order and faxed it to [DP] without having obtained input from [MK] beforehand. [MK] did not receive a copy of this letter or of the signed Order.
Exhibit 169 – Tahn Letter (January 14, 2014)
233. On February 3, 2014, [DP] served a filed copy of the Interim Consent Order on me, to which I acknowledged service on February 11, 2014. In her cover letter, [DP] advised me that her client had not received any child support payments pursuant to the Order and asked me to contact [MK] about this issue. [DP] also noted that she had not received a travel letter from [MK] and asked me to provide Court dates to finalize retroactive child and spousal support:
- Please note that I have confirmed with Ms. [MK] that Mr. [MK] has not made any child support payments under this order and we would ask that you contact him and ensure that he understands he owes the sum of \$503.00 per month commencing December 1, 2013 which currently puts him in arrears in a total of \$1509.00 as of today's date.
Exhibit 170 – [DP] Letter (February 3, 2014)
234. I did not contact [MK] about this letter, nor did I respond to [DP].
235. On February 26, 2014, [DP] followed up, advising me that she had booked another DRO on April 24, 2014 and asked me about my available Court dates. I did not respond to [DP]. Nor did I inform [MK] about the scheduled DRO.
Exhibit 171 – [DP] Letter (February 26, 2014)

236. On March 7, 2014, [MK] was advised by Alberta Justice that he was in arrears for child support payments dating back to December 19, 2013. This was the first time that [MK] was made aware of the existence of the Consent Order.

Exhibit 156 – Lawyer Complaint Form

237. On March 10, 2013, [MK] terminated my retainer by email and requested a copy of his file as well as the final billing. [MK] then called and wrote to me without receiving a response.

Exhibit 172 – Inbox List
Exhibit 156 – Lawyer Complaint Form (September 18, 2014)

238. On March 25, 2014, [MK] retained [IC] to deal with the divorce action.

239. On March 28, 2014, [IC] wrote to me requesting that I provide him with a copy of [MK]’s file. I did not reply.

Exhibit 173 – [IC] Letter (March 28, 2014)

240. On April 2, 2014, [IC] followed up. I did not reply immediately.

Exhibit 174 – [IC] Letter (April 2, 2014)

241. On April 14, 2014, I sent the file and remaining trust monies to [IC], which were received the following day.

Exhibit 175 – Tahn Letter (April 14, 2014)

242. On April 14, 2014, before sending the file materials, [KC] fabricated the following five emails to make it seem like my office had been keeping [MK] apprised of the status of the proceedings. She then included these fake emails in the file that was sent to [IC]:

- A fake email dated November 28, 2013, to which was supposedly attached [DP]’s letter of November 23, 2013, which included a copy of the draft Interim Consent Order;

Exhibit 176 – Fake Email (November 28, 2013)

- A fake email dated January 14, 2014, to which was supposedly attached a copy of [DP]’s letter of October 7, 2013, which included the opposing party’s financial disclosure and a “without prejudice” offer to settle (which had been sent to [MK] on October 8, 2013);

Exhibit 177 – Fake Email (January 14, 2014)

- A fake email dated February 24, 2014, to which was supposedly attached a copy of [DP]’s letter of February 3, 2014, which included a copy of the filed order;

Exhibit 178 – Fake Email (February 24, 2014)

- A fake email dated February 27, 2014, to which was supposedly attached a copy of [DP]’s letter of February 27, 2014, which set a new DRO mediation date (but to which accidentally attached [DP]’s letter of February 3, 2014);

Exhibit 179 – Fake Email (February 24, 2014)

- A fake email dated February 27, 2014, to which was supposedly attached a copy of [DP]’s letter of February 27, 2014, which set the new DRO mediation date.

Exhibit 180 – Fake Email (February 27, 2014)

243. [KC] admitted to having fabricated these emails, and many others, in October 2015, after having misled LSA investigators during her interview and after investigators provided proof of the fabrications to me. On October 26, 2015, I provided a copy of a letter from [KC] which stated the following:

The emails that you have shown Mr. Tahn are all emails that I had doctored to show that they went to the client's, not on time, and this was done without his knowledge.

These were done in a series per client. I would start with normally a blank email to myself with the information that I was supposed to have sent, forwarded it to myself again and change the information with the date, time, person etc., forward it one more time to make sure that it was correct and if there was to be an attachment, put the attachment in then send it to the client. So out of the emails that it shows that were sent to the client, only one would go to them and the others were to me. The client just would not receive the documents when I said I had sent them but in the end did receive the documents when I sent the doctored email. This is not an excuse [sic] but these clients did receive everything they were supposed to.

During this time period, I was under a lot of personal stress, working two jobs, having stomach issues, dealing with [condition] and was trying to do everything at once and couldn't say no and pretended that everything was ok. I made some bad judgment calls during that time and I realized now it was due to my [condition] and not getting it properly treated. I have recently gone to get this treated and am seeing counselling to be able to deal with my personal issues as well am now on medication for such, which has helped a great deal and made things a lot clearer for me to see what I was doing to myself and to other around me during this time.

I apologize for my lack of good judgment and anything that my actions may have caused.

Mr. Tahn did everything possible to make sure that my personal issues were dealt with and that I sought the required help to get me through as I love what I do and didn't want my other issues to affect my ability to work and to serve the clients.

Again I would like to say again that Mr. Tahn was unaware and could not have known what I was doing to cover my issues and I apologize again for any inconvenience and embarrassment this has caused.

Exhibit 181 – Tahn Letter (October 26, 2015) with [KC] Letter (Undated)

244. Despite funds being withdrawn from his trust account, I never provided an account for services to [MK] in 2014. This period covers Invoices 386 and 432.

Exhibit 158 – Accounts for Services

245. On April 16, 2014, [IC] served me with a filed Notice of Change of Representation.
Exhibit 182 – [IC] Letter (April 16, 2014)
246. On April 24, 2014, [DP] attended the scheduled DRO Mediation with her client. I had not advised [DP] that I was no longer retained, nor had I advised [MK] about the scheduled DRO mediation that day.
Exhibit 185 – Investigation Report (p. 22-23)
247. As noted, on September 8, 2014, [MK] complained to the LSA.
Exhibit 156 – Lawyer Complaint Form (September 8, 2014)
248. On November 5, 2014, before [KC]'s fabrications had come to light, I provided a response to [MK]'s complaint. On December 12, 2014, [MK] provided a reply.
Exhibit 183 – Tahn Letter (November 5, 2014)
Exhibit 184 – [MK] Letter (December 12, 2014)
249. On January 7, 2015, the LSA started a formal investigation into [MK]'s allegations, which resulted in an Investigation Report dated December 23, 2015.
Exhibit 185 – Investigation Report (December 23, 2015)
250. During the investigation into [MK]'s complaint, LSA investigators uncovered seven (7) other client matters in which [KC] fabricated at least twelve (12) fake emails with doctored attachments.
Exhibit 186 – Supplemental Investigation Report (December 7, 2015)
251. On March 11, 2016, I provided a response to the Investigation Report.
Exhibit 187 – Tahn Letter (March 11, 2016)
252. [KC] is still employed by me on a part-time basis.

3. Admissions of Guilt

Citation 18. Failure to Follow Instructions

253. I admit that I failed to follow instructions from [MK], particulars of which are:
- I executed the Draft Order without seeking input from [MK] beforehand, the results of which were a Court order that was contrary to his instructions to me about the care and custody of the children of the marriage, which is contrary to Rule 2.02(1) of the *Code*; and
 - I executed the Draft Order under the mistaken impression that the DRO Mediation was binding when in fact it is not binding until the Court order has been filed, which is contrary to Rule 2.01(2) of the *Code*.

Citation 19. Failure to Keep Client Informed

254. I admit that I failed to take steps to ensure that [MK] was kept informed of the progress of his matter by failing to provide him with documents received from opposing counsel on four separate occasions, resulting in [MK] being surprised to learn on March 7, 2014,

that he was in arrears on child support payments for a period of three months, which is contrary to Rule 2.02(1) of the *Code*.

Citation 20. Failure to Supervise Assistant

255. I admit that I failed to supervise [KC] in her duties, thereby failing to detect her pattern of deceiving clients and the LSA, which is contrary to Rule 5.01(1) of the *Code*.

Citation 21. Failure to Comply with Accounting Rules

256. I admit that I failed to comply with Rule 119.21(4) by failing to provide Statements of Account to [MK] in 2014 before withdrawing monies from trust to pay the accounts.

COMPLAINT #8: [TC] (CO20162483)

1. Background

257. On October 17, 2016, the LSA received a Lawyer Complaint Form from [TC], a former client of mine, alleging poor client service during her divorce proceedings.

Exhibit 188 – Lawyer Complaint Form (October 7, 2016)

Exhibit 189 – [TC] Letter (October 20, 2016)

258. The LSA reviewed the allegations and, on March 15, 2017, the Conduct Committee directed that the following three citations be dealt with by the Hearing Committee:

22. It is alleged that Mr. Tahn failed to keep his client advised on the status of her matter and that such conduct is deserving of sanction;

23. It is alleged that Mr. Tahn failed to respond to enquiries from his client and that such conduct is deserving of sanction; and

24. It is alleged Mr. Tahn failed to provide his client a copy of a settlement offer and that such conduct is deserving of sanction.

2. Facts

259. In December 2014, [TC] retained me to represent her in divorce proceedings.

Exhibit 188 – Lawyer Complaint Form (October 7, 2016)

260. [TC]'s spouse was represented by [IC] and later by [BSP], a student at law with [IC]'s office.

261. On January 6, 2015, [IC] wrote to me with an Offer to Settle.

Exhibit 190 – [IC] Letter (October 7, 2016)

262. There is a dispute about whether I sent a copy of the Offer to Settle to [TC]. [TC] says that the first time she became aware of the existence of the Offer to Settle was when she received her file materials in April 2016. I am of the view that we sent the Offer to Settle was sent to her, an offer that she then declined. However, I acknowledge that there is nothing in my file to support the assertion that we sent her the Offer to Settle or that she then declined the offer.

Exhibit 216 – [TC] Affidavit at [7] (October 7, 2016)

263. On March 6, 2015, [BSP] filed a Statement of Claim for Divorce and a Notice to Disclose/Application (the “**Application**”), which was returnable on April 15, 2015. The Application was later adjourned by consent to May 13, 2015.

Exhibit 191 – Procedure Card

Exhibit 192– Statement of Claim (March 6, 2015)

Exhibit 193– Notice to Disclose/Application (March 6, 2015)

264. On May 12, 2015, I received disclosure from [BSP]. There is a dispute about whether I provided a copy of these materials to [TC]. I acknowledge that there is nothing in my file to support the assertion that we sent her the disclosure materials for her review.

Exhibit 194 – [BSP] Letter (May 12, 2015)

Exhibit 189 – [TC] Letter (October 20, 2016)

265. On May 12, 2015, I provided partial disclosure in response to the Notice to Disclose and told opposing counsel that I would be providing further documents upon receipt.

Exhibit 195 – Tahn Letter (May 12, 2015)

266. On May 13, 2015, I entered into a Consent Order, signed by Justice [HM] and filed that day, which committed [TC] to provide a list of records by May 29, 2015.

Exhibit 196 – [BSP] Letter (May 12, 2015) with Draft Order

Exhibit 197 – Consent Order (Filed on May 13, 2015)

267. There is a dispute about whether I consulted with [TC] before committing her to a deadline of May 29, 2015. There is also a dispute as to whether I provided a copy of the Consent Order to [TC]. I acknowledge that there is nothing in my file to support my assertions that we consulted with her before agreeing to the Consent Order or that we sent her a copy of the Consent Order thereafter.

268. On May 28, 2015, I received disclosure from opposing counsel.

Exhibit 198 – [BSP] Letter (May 28, 2015)

269. There is a dispute about whether I provided a copy of the disclosure to [TC]. I acknowledge that there is nothing in my file to support my assertion that we sent her a copy of the disclosure for her review.

Exhibit 189 – [TC] Letter (October 20, 2015)

270. On May 28, 2015, I provided several documents to opposing counsel and advised him that [TC] was trying to locate her pension statement and notice of assessment.

Exhibit 199 – Tahn Letter (May 28, 2015)

271. On May 29, 2015, the parties agreed to adjourn the application to June 12, 2015.

Exhibit 200 – Fax Adjournment (May 29, 2015)

272. On June 5, 2015, I received disclosure from opposing counsel.
Exhibit 201 – [BSP] Letter (June 5, 2015)
273. There is a dispute as to whether I provided a copy of the disclosure to [TC]. I acknowledge that there is nothing in my file that supports my assertion that we sent her the materials for her review.
Exhibit 189 – [TC] Letter (October 20, 2015)
274. On June 12, 2015, the Application took place and Justice [M] ordered that [TC] produce all outstanding documents within one week. Justice [M] also ordered that [TC] pay \$500.00 in costs.
Exhibit 202 – Order (June 12, 2015)
275. There is a dispute about whether I informed [TC] about this Order. There is a further dispute as to whether I provided her with a copy of the Order. I acknowledge that there is nothing in my file that supports my assertions that she was informed about the Order or that we sent her a copy of the Order.
276. On July 7, 2015, my office was served with an application to hold [TC] in Civil Contempt for failing to provide disclosure (the “**Contempt Application**”). I did not inform [TC] of the application, nor did I direct opposing counsel to serve [TC] personally, which is a requirement in applications of this nature.
Exhibit 203 – Affidavit of Service (July 8, 2015)
Exhibit 204 – Civil Contempt Application (July 7, 2015)
Exhibit 205 – Affidavit in support of Civil Contempt Application (July 7, 2015)
277. On July 17, 2015, the Contempt Application was heard and Justice [A] ordered [TC] to pay a penalty of \$50.00 per day until disclosure was completed, plus solicitor-client costs of \$500.00 (the “**Contempt Order**”). An agent appeared in Court on my behalf.
Exhibit 206 – Order (July 28, 2015)
Exhibit 219 - Tahn Response Letter (November 8, 2016)
278. There is a dispute about whether I informed [TC] about the existence of the Contempt Order.
- [TC] says that it as only 20 months later, on September 29, 2016, that she first learned about the existence Contempt Order, when her employer was served with a Garnishee Summons pursuant to a Writ of Enforcement seeking to compel payment of \$14,300.00.
Exhibit 214 – Garnishee Summons (June 1, 2016)
Exhibit 189 – [TC] Letter (October 20, 2016)
 - I am of the view that [TC] was informed about the Contempt Order and penalties arising therefrom.
Tab 219 – Tahn Response Letter (November 8, 2016)
279. There is also a dispute about whether I ever provided [TC] with a copy of the Contempt Order.

280. I acknowledge that there is nothing in my file to support my contention that [TC] was informed about the Contempt Order or that she was provided with a copy of the Contempt Order.
281. Between July 2015 and February 2016, there is no mention of the Contempt Order or penalties arising therefrom in any of the following exchanges between [TC] and my office:
- On November 10, 2015, when [TC] sent a text to [KC] asking about the status of the divorce proceedings.
Exhibit 207 – Text Exchange (November 10, 2016)
 - On February 4, 2015, when [TC] sent a text message to [KC] asking for an update on the divorce proceedings.
Exhibit 208 – Text Exchanges (February 4, 2016)
 - On February 18, 2015, during an exchange of text messages with Tahn and [KC].
Exhibit 209 – Text Exchanges (February 17-18, 2016)
282. On February 22, 2016, I met with [TC] at my office. The topics of discussion are a matter of dispute. [TC] says that she was not told about the Contempt Order or the missing documents. I am of the view that both issues were discussed.
Exhibit 188 – Lawyer Complaint Form
Exhibit 189 – [TC] Letter (October 20, 2016)
Exhibit 210 – Tahn Meeting Notes (February 22, 2016)
Exhibit 219 – Tahn Response Letter (November 8, 2016)
283. On February 23, 2016, [TC] terminated my retainer by email and requested that the balance of the retainer monies be returned to her. She followed up with text messages on February 25, 2016, to which she received no response, and on March 11, 2016, to which she received no response.
Exhibit 211 – [TC] Email and Text Messages (February 23 and March 11, 2016)
284. One month later, on April 12, 2016, [KC] advised [TC] that her materials were ready to be picked up, which [TC] did on April 14, 2016. However, she was not provided with all the materials, some of which we located six months later in November 2016.
Exhibit 212 – [TC] Text Exchanges (April 12-13, 2016)
Exhibit 189 – [TC] Letter (October 20, 2016)
Exhibit 219 - Tahn Response Letter (November 8, 2016)
285. On April 11, 2016, [BSP] obtained a Writ of Enforcement seeking to recover \$14,300.00, representing costs of \$1,000.00 (2 x \$500.00) and \$50.00 per day up to July 17, 2015.
Exhibit 213 – Writ of Enforcement (April 11, 2016)
286. As noted, on September 29, 2016, [TC]'s employer was served with a Garnishee Summons seeking to collect on the Writ of Enforcement.
Exhibit 214 – Garnishee Summons

287. As noted, on October 7, 2016, [TC] submitted her complaint to the LSA.
Exhibit 188 – Lawyer Complaint Form (October 7, 2016)
288. On October 7, 2016, [TC] filed a Family Law Application to set aside the Contempt Order, acting on her own behalf.
Exhibit 215 – Family Law Application (October 7, 2016)
Exhibit 216 – [TC] Affidavit (October 7, 2016)
289. On November 3, 2016, Justice [C] stayed the execution of the Contempt Order until further order of the Court. The Order was amended on November 17, 2016, to stay all garnishees from being executed until further order of the Court.
Exhibit 217 – Order (November 3, 2016)
Exhibit 218 – Amended Order (November 17, 2016)
290. On November 8, 2016, I provided a letter of response to the LSA.
Exhibit 219 – [TC] Letter of Response (November 8, 2016)

3. Admissions of Guilt

Citation 22. Failure to Keep Client Advised

291. I admit that I failed to keep [TC] advised of the status of her matter by failing to advise her about the application to hold her in civil contempt before the application took place, which is contrary to Rule 3.2-1 of the *Code* and to Rule 3.1-2 of the *Code*.
292. I do not admit that I failed in keeping [TC] advised of other aspects of her matter, but acknowledge that there is a dispute between her and I in this regard and note that I did not keep records that would support my assertions.

Citation 23. Failure to Respond to Client Enquiries

293. I admit that I failed to respond to [TC]'s inquiries, particulars of which are:
- Between July 2015 and February 2016, I failed to respond substantively to [TC]'s text messages; and
 - Between February 2016 and April 2016, I failed to respond to [TC]'s requests for her file materials; and
 - I failed to provide [TC] all the requested materials until November 2016;
- which is contrary to Rule 3.2-1 of the *Code*.

Citation 24. Settlement Offer

294. I do not admit that I failed to provide [TC] with a copy of a settlement offer, but acknowledge that there is a dispute between her and I in this regard and note that I did not keep records that would support my assertion that a copy was sent to her or that she declined the offer.

COMPLAINT #9: [TS] (CO20162415)

1. Background

295. On October 3, 2016, the LSA received a letter of complaint from a lawyer named [TS] alleging that I failed to comply with undertakings.

Exhibit 220 – [TS] Letter w/o Attachments (October 3, 2016)

296. The LSA reviewed the allegations and, on March 15, 2017, the Conduct Committee directed that the following citation be dealt with by the Hearing Committee:

25. It is alleged Mr. Tahn failed to fulfil undertakings and that such conduct is deserving of sanction.

2. Facts

297. During the summer of 2015, I acted for [JO], the vendor of a property, and [TS] acted for [W], the purchaser.

298. On July 30 or 31, 2015, I wrote to [TS] enclosing the sale documents in which I undertook to do the following:

9. to pay out sufficient funds to discharge Mortgage No. [071] in favour of the [T];

10. to pay out sufficient funds to discharge Mortgage No. [081] in favour of the [T];

11. to forward to your office an updated Certificate of Title confirming the discharge of the foregoing within a reasonable period of time;

12. to provide your office with an Estoppel Certificate and Certificate of Insurance evidencing the payment of all condominium contributions that are the responsibility of our client up to the Closing Date.

Exhibit 221 – Tahn Letter (July 30, 2015)

Exhibit 222 – Tahn Letter (July 31, 2015)

299. The transaction closed on July 31, 2015 and I deposited the cash to close of \$187,022.02 in my trust account on August 6, 2015.

Exhibit 223 – Client Ledger

300. On July 31, 2015 (or August 6, 2015), I wrote to the [T] to obtain mortgage payout statements.

Exhibit 224 – Tahn Letter (Copy) (July 31, 2015)

Exhibit 225 – Tahn Letter (August 6, 2015)

301. On August 13, 2015, I sent the payment to the [T].

Exhibit 223 – Client Ledger

302. I did not follow with the [T] to obtain the discharges.

303. As noted, on October 3, 2016, [TS] submitted a complaint to the LSA because both mortgages still appeared on title and his client was in the process of selling the property to another purchaser.

Exhibit 226 – Land Title Certificate (October 3, 2016)

304. On October 28, 2016, I provided a response to the complaint, stating:

Further to your letter of October 4, 2016 with the attached complaint as referenced above we can advise that we have spoken with {TCT} with respect to the whereabouts of the mortgage discharge. We have been advised that our office should be in receipt of the new discharge next week and we have requested same be delivered via courier.

We can confirm the mortgage and HELOC were paid on August 13, 2015, which was shortly after our most recent office move. We have had confusion with some banks regarding our new address and as a result documents have been lost or returned to the lenders, unbeknownst to our office. Once in receipt of said discharge we will immediately attend to discharge same and supply Mr. [TS] with a copy of title.

Exhibit 227 – Tahn Letter (October 28, 2016)

305. On January 24, 2017, [TS] emailed the LSA to advise that he had still not yet received the discharges.

Exhibit 228 – [TS] Email (January 24, 2017)

306. On January 25, 2017, the LSA emailed me a letter asking for an update on the status of the discharges.

Exhibit 229 – LSA Letter (January 24, 2017)

307. On January 25, 2017, I spoke with LSA Conduct Counsel and told her that I had spoken to the [T] the day before and that the bank would be faxing me a copy of the documents to show that I had been attempting to resolve the issue. Those documents were never provided to the LSA.

308. The discharges arrived the following week and, on February 9, 2017, [KC] emailed to LSA to advise that the discharges had been submitted to the Land Titles Office.

Exhibit 230 – [KC] Email with Discharges (February 9, 2017)

309. The mortgages were discharged on March 3, 2017.

Exhibit 231 – Historical Land Title Certificate

3. Admissions of Guilt

Citation 25. Undertakings

310. I admit that I failed to fulfil undertakings given to [TS] by failing to discharge the [T] Mortgages for a period of 20 months, between July 31, 2015, and March 3, 2017, which is contrary to Rule 7.2-14 of the *Code*.