



Real Estate Council of Ontario

**IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE
*REAL ESTATE AND BUSINESS BROKERS ACT, 2002, S.O. 2002, c. 30, Sch. C***

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

ALBERT ANTHONY KANTARJIAN

DISCIPLINE DECISION AND REASONS FOR DECISION

Subject to Rule 4.02 of the Discipline and Appeals Committee Rules of Practice (*REBBA 2002*), I, the Chair of the Discipline Committee (*REBBA 2002*) have reviewed and considered the Agreed Statement of Facts and Penalty together with the Waiver of Hearing submitted by the Parties to this proceeding and provide the following Order:

FINDINGS: In violation of Sections 3, 5, 21(1), 21(2) and 38 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$11,000.00 payable to RECO on or before July 24, 2019.

Successful completion of the Real Estate Institute of Canada “REIC 2600: Ethics and Business Practice” course and provide RECO with confirmation of successful completion on or before January 31, 2019.

WRITTEN REASONS:

REASONS FOR DECISION

INTRODUCTION

This matter proceeded on the basis of an Agreed Statement of Facts and Penalty and Waiver of Hearing, pursuant to Rule 4.02 of the Rules of Practice (*REBBA 2002*).

The Agreed Statement of Facts and Penalty read:

AGREED STATEMENT OF FACTS AND PENALTY

1. Albert Kantarjian was a salesperson registered under the Act and employed with Brokerage A at all material times.
2. Kantarjian was the Listing Agent for a home located at 1-A Street, City A (the "Property"). The seller of the Property was a numbered company (the "Seller").
3. The MLS listing for the Property, prepared by Kantarjian, stated that the Property had a concrete foundation (the "Listing"). This was not accurate as the Property did not have a foundation.
4. On or about February 17, 2017, Kantarjian entered into a Customer Service Agreement with the Purchasers, on behalf of Brokerage A
5. On or about February 17, 2017, the Purchasers extended an offer for the Property in the amount of \$80,000.00 without any conditions. The Purchasers relied upon the information contained in the Listing in extending an offer.
6. Kantarjian had advised the Purchasers that placing any conditions on the offer, including a home inspection, would negatively impact the likelihood of the Purchasers' offer being accepted. Kantarjian further advised the Purchasers that if their offer was going to have conditions he would "offer it [the Property] to somebody else."
7. The Purchasers' offer was accepted by the Seller on the same day.
8. The Purchasers subsequently arranged for a home inspection to be carried out on the Property. As part of this home inspection, it was determined that the Property did not have a concrete foundation. In fact, the Property contained no foundation and was constructed using pillars and posts.
9. Kantarjian was familiar with the Property as he had represented the Seller in 2015 when he purchased the Property.
10. In correspondence to a representative of RECO, Kantarjian indicated that, in preparing the Listing, he relied upon the information about the foundation contained in the 2015 MLS listing.
11. Kantarjian did not take any further or reasonable steps to assess the accuracy of that information.

12. The Purchasers subsequently sold the Property approximately two (2) months after closing on the purchase and suffered a financial loss in the process.

SUMMARY OF AGREEMENTS

It is agreed that KANTARJIAN breached the following sections of the Code of Ethics:

- a) Failed to treat the Purchasers with honesty and integrity, and to protect the Purchasers' interests as customers by inaccurately completing the MLS listing for the Property (Section 3).
- b) Failed to provide the Purchasers with conscientious and competent service, and to protect his customers' interests by inaccurately completing the MLS listing for the Property (Section 5).
- c) Failed to take reasonable steps to determine the material facts related to the Property and to complete the MLS listing using accurate information related to the Property's foundation (Sections 21 and 38).

Fairness, Honesty, Etc.

3. A registrant shall treat every person the registrant deals with in the course of a trade in real estate fairly, honestly and with integrity.

Conscientious and Competent Service, Etc.

5. A registrant shall provide conscientious service to the registrant's clients and customers, and shall demonstrate reasonable knowledge, skill, judgment and competence in providing those services.

Material Facts

21. (1) A broker or salesperson who has a client in respect of the acquisition or disposition of a particular interest in real estate shall take reasonable steps to determine the material facts relating to the acquisition or disposition and, at the earliest practicable opportunity, shall disclose the material facts to the client.

(2) A broker or salesperson who has a customer in respect of the acquisition or disposition of a particular interest in real estate shall, at the earliest practicable opportunity, disclose to the

customer the material facts relating to the acquisition or disposition that are known by or ought to be known by the broker or salesperson.

Error, Misrepresentation, Fraud, Etc.

38. A registrant shall use the registrant's best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in real estate.

AGREED PENALTY

ALBERT ANTHONY KANTARJIAN, the Respondent, be ordered to pay a penalty of \$11,000.00 on or before July 24, 2019.

In addition to the above-noted penalty of \$11,000.00 to be paid on or before July 24, 2019, ALBERT ANTHONY KANTARJIAN be ordered to complete REIC 2600 "Ethics in Business Practice Course" on or before January 31, 2019.

By initials below, I, ALBERT ANTHONY KANTARJIAN, acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.

[Respondent's Initials]

By initials below, I, ALBERT ANTHONY KANTARJIAN, agree, understand, acknowledge and consent to waive the requirement for a hearing and to request an Order from the Chair of the Discipline Committee that includes this Agreed Statement of Facts and Penalty as a final settlement of this matter.

[Respondent's Initials]

By initials below, I, ALBERT ANTHONY KANTARJIAN, acknowledge that I was aware of my right to be represented by Counsel or agent in this matter.

[Respondent's Initials]

By signature below, the Parties agree, acknowledge, understand and consent to the final settlement of this matter by way of this Agreed Statement of Facts and Penalty.

[The Agreed Statement was duly signed by the Parties.]

DECISION OF THE CHAIR

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee (*REBBA 2002*) concluded that the Respondent breached Sections 3, 5, 21(1), 21(2) and 38 of the *REBBA 2002* Code of Ethics. The Chair of the Discipline Committee (*REBBA 2002*) is also in agreement with the joint submission of the Parties as to penalty and accordingly makes the following order:

1. ALBERT ANTHONY KANTARJIAN is Ordered a Fine of \$11,000.00 payable to RECO on or before July 24, 2019.
2. ALBERT ANTHONY KANTARJIAN is Ordered to successfully complete the Real Estate Institute of Canada “REIC 2600: Ethics and Business Practice” course and provide RECO with confirmation of successful completion on or before January 31, 2019.

[Released: July 27, 2018]