



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 -

ZBIGNIEW PISZCZEK also known as ZIGGY PISZCZEK

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 and 39 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$4,000.00 payable to RECO on or before May 11, 2020.

WRITTEN REASONS: *attached*

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:

It is agreed as follows:

1. Zbigniew Piszczek also known as Ziggy Piszczek (“Piszczek”) is registered as a salesperson under the Real Estate and Business Brokers Act, 2002 (“Act”). Piszczek is employed at Brokerage A, a brokerage under the Act.

2. At all relevant times, Seller A, (the “Complainant”), was the Seller and homeowner to the property (the “Property”) located at 1-A Street, City A.
3. Seller A listed the Property with Representative A who represented Brokerage B.
4. On or about September 11, 2018, Piszczek booked the first appointment to see the Property with his Buyer clients for a showing time of 1:15 p.m. – 2:15 p.m.
5. On or about September 11, 2018, at 7:27 p.m., Piszczek booked the second appointment to see the Property for a showing time of 8:00 p.m. – 9:00 p.m. that same day.
6. Piszczek arrived at the Property early to advise the Seller, Seller A, that his Buyer clients were running late by 30 minutes, to which Seller A accepted and used that time to showcase the Property to Piszczek.
7. Seller A left the Property upon the arrival of Piszczek’s Buyer clients.
8. On or about September 12, 2018, at 5:07 p.m., an initial offer was emailed to the Seller’s representative, Representative A.
9. On or about September 13, 2018, at 10:56 a.m., a counter offer from the Seller was sent to Piszczek.
10. On or about September 13, 2018, at 10:43 p.m., a counter offer from Piszczek was sent to Representative A.
11. On or about September 14, 2018, at 10:02 a.m., the offer was accepted by the Seller.
12. On or about September 14, 2018, at 5:55 p.m., the Buyer’s deposit cheque worth \$50,000 was delivered to the Listing Brokerage.
13. On or about September 15, 2018, an Inspection was confirmed for September 16, 2018, from 8:00 a.m. to 11:00 a.m.
14. On September 22, 2018, an agreement was entered into which was firm and binding. On the same day, Piszczek booked the Buyer’s first visit scheduled for September 23, 2018 at 2:00 p.m. to 3:00 p.m.
15. The Buyers were accompanied to the Property by their engineer and contractor, Individual A, who was to advise the Buyers about the work they wanted to do on the Property.
16. Representative A provided the lock-box code and home alarm security code to Piszczek that would be needed at all the showings.
17. On September 23, 2018, Piszczek provided the lock-box code to his Buyer-clients as he stated that he had a family emergency that he needed to resolve.
18. Representative A called Piszczek at approximately 2:45 p.m. to inquire why Piszczek was not present at the scheduled appointment. Piszczek’s absence was established by the security cameras installed at the Property.

19. Piszczek advised Representative A that he had a family emergency close to the neighbourhood to the Property which he was attending to.
20. Piszczek did not consider telephoning Representative A to advise of his absence at the scheduled showing nor did he make prior arrangement with his brokerage for another salesperson to attend the showing in his absence.
21. Following the scheduled showing time, Piszczek arrived at the Property with a bottle of cognac to apologize to the Seller whose disappointment was evident considering that he had personal stuff including but not limited to business paperwork and confidential information inside the Property at the showing time.
22. Following this lock-box incident, the Seller took steps to install a new combination to ensure that Piszczek personally attended at the Property by calling Representative A for the access code to cater for the additional appointments he had scheduled.
23. The Property closed on September 18, 2018.

SUMMARY OF AGREEMENTS

It is agreed that Piszczek failed to comply with the Code of Ethics as follows:

1. Piszczek provided the lock-box code for the Property to non-registrants who entered the Property unsupervised with their engineer/contractor, contrary to Sections 3 and 39 of the Code of Ethics.

It is agreed that Piszczek failed to comply with the following sections of the Code of Ethics:

Fairness, honesty, etc.

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

Unprofessional conduct, etc.

39. A registrant shall not, in the course of trading in real estate, engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming a registrant.

AGREED PENALTY

ZBIGNIEW PISZCZEK also known as ZIGGY PISZCZEK, the Respondent, be ordered to pay a penalty of \$4,000.00 on or before May 11, 2020.

By initials below, I, ZBIGNIEW PISZCZEK also known as ZIGGY PISZCZEK, 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, ZBIGNIEW PISZCZEK also known as ZIGGY PISZCZEK, 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, ZBIGNIEW PISZCZEK also known as ZIGGY PISZCZEK, acknowledge that I exercised 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 and 39 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. ZBIGNIEW PISZCZEK also known as ZIGGY PISZCZEK is Ordered a Fine of \$4,000.00 payable to RECO on or before May 11, 2020.

[Released: March 11, 2020]