



Real Estate Council of Ontario

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**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 -**

**ROSE MANINANG**

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**DISCIPLINE DECISION AND REASONS FOR DECISION**

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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:

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**FINDINGS:** In violation of Sections 3, 38 and 39 of the *REBBA 2002* Code of Ethics.

**ORDER:** Fine of \$7,500.00 payable to RECO on or before May 29, 2020.

**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. Rose Maninang (“Maninang”) is registered as a broker under the Real Estate and Business Brokers Act, 2002 (“Act”). Maninang was employed by the Brokerage A.

2. At all relevant times, Representative A, the (“Complainant”), was the Seller’s Broker of Record at Brokerage B, the Listing Brokerage for their Property located at 1-A Street, City A (the “Property”).
3. Representative B is a Broker at Brokerage B and is listed as the Seller’s Agent for the Property.
4. On or about November 22, 2018, between the hours of 6:00 p.m. and 7:00 p.m., Maninang had scheduled a final visit for her Buyer-Clients.
5. Four keys were left in the lock-box for ease: a front door key, a lower level key, back door kitchen key and lower level back door key.
6. During the scheduled visit, a set of spare keys that were kept in the built-in desk in the kitchen were removed and used by Maninang to access the garage.
7. Once finished with the keys, Maninang put the spare keys in her coat pocket and did not return them to the drawer.
8. Following the final visit to the Property, Maninang was contacted by Representative B regarding the missing keys that were removed from the built-in desk in the kitchen. Maninang advised that she was not in possession of the keys.
9. On or about November 23, 2018, Maninang had found the spare keys in her coat. Maninang failed to advise Silecky that the keys were in her possession and/or that the spare-keys that were missing had been found.
10. Maninang, after finding the spare-keys in her coat pocket, provided them to her Buyer-Clients as she states that the closing was approaching, and the Property was vacant. A Condition in the Agreement of Purchase and Sale (“APS”) stated that the Seller would not allow for any visitations to the Property three (3) days prior to closing. The Property was scheduled to close on November 26, 2018.
11. At no material time did Maninang receive consent from Brokerage B and/or the Seller to remove these keys or provide them her Buyer-Clients prior to closing.
12. On or about November 25, 2018, the Buyer(s) used the keys provided by Maninang without the consent of Brokerage B and/or the Seller.
13. The Seller was present during the unauthorized use of the keys and was advised by the Buyer that Maninang had provided them the keys after the last scheduled Showing. The Buyer(s) returned the keys to the Seller(s).

## **SUMMARY OF AGREEMENTS**

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

1. Maninang facilitated unauthorized access to the Property, contrary to Sections 3, 38 and 39 of the Code of Ethics.

**It is agreed that Maninang 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.

**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.

**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**

ROSE MANINANG, the Respondent, be ordered to pay a penalty of \$7,500.00 on or before May 29, 2020.

By initials below, I, ROSE MANINANG, 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, ROSE MANINANG, 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, ROSE MANINANG, 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, 38 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. ROSE MANINANG is Ordered a Fine of \$7,500.00 payable to RECO on or before May 29, 2020.

*[Released: January 16, 2020]*