



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 -

LUCKY SS BOLA (aka SUKHPREET SINGH)

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, 18 and 38 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$5,000.00 payable to RECO on or before September 7, 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. Bola is currently employed as a salesperson with Brokerage A. At the relevant times, Bola was employed as a salesperson with Brokerage B.

2. Representative A at all the relevant times was employed as a broker with Brokerage B.
3. Bola and Seller A (“the Sellers”) are the Sellers of the property located at 1-A Street, City A. (“the Property”).
4. Representative B at all relevant times was employed as a salesperson with Brokerage C.
5. On or about March 27, 2016, Bola filed a Notice of Address/Name Change (the “Notice”) with the Real Estate Council of Ontario. The Notice identified that Sukhpreet Singh intended to trade as “Lucky Bola”, with middle initials of ‘SS’.
6. On or about May 9, 2016, Buyer A (the “Buyer”) entered into a Buyer Representation Agreement with Representative B of Brokerage C to purchase a property.
7. On or about June 21, 2016, Bola prepared a Registrant’s Disclosure of Interest form but did not provide it to the Buyer or Representative B prior to an Agreement of Purchase and Sale being submitted. The witness and buyer signatures were left blank.
8. On or about June 22, 2016, the Sellers entered into a Listing Agreement with Brokerage B, through Bola and Representative A to list the Property for sale on the Multiple Listing Service® (“the MLS® Listing”) with a purchase price of \$579,000.00.
9. On or about June 25, 2016, the Buyer attended an open house at the property with her children. At that time, she met Representative A, Bola and Bola’s father. At approximately 5:15 p.m., Representative B and the Buyer attended at the Property with her agent to submit an offer for the purchase price of \$550,000.00, which was later amended to \$575,000.00.
10. Representative B inquired as to the whereabouts of the Sellers to which Bola explained that his wife’s family lived around the corner from the Property. Further, Bola explained he would review the offer to obtain signatures.

11. Bola asked Representative B and the Buyer to wait at the Property. Bola entered into his vehicle and left the Property. Approximately twenty (20) minutes later, Bola returned to the Property with the offer, which was accepted by the Sellers.
12. On or about July 25, 2016, the transaction closed. Representative B only dealt with Bola in this transaction.
13. At no time, before entering into the Agreement of Purchase and Sale or after the transaction closed, did Bola disclose in writing to the Buyer and to Representative B that he was one of the Sellers, namely Sukhpreet Singh.
14. On February 15, 2018, the Buyer, by way of her solicitor, filed a Complaint with RECO regarding the conduct of Bola.
15. On May 1, 2018, Representative A provided a response to the Complaint as follows:
 - a) "Singh planned to sell his property in 2016 and asked my help. So we put our names in the listing and all the work was done by Sukhpreet Singh (Lucky Bola). Purchase and Sale Agreement was signed and witnessed by Sukhpreet Singh (Lucky Bola)." [sic]
16. On May 31, 2018, Bola, by way of his solicitor, provided a response to RECO as follows:
 - a) "Mr. Bola is the same person as Sukhpreet Singh. During the purchase and sale of 1-A Street occurring between November 2015 and July 2016, Mr. Bola changed his name from Sukhpreet Singh to Lucky Bola." [sic]
 - b) "Mr. Bola admits that no written disclosure was made about his status as a co-seller." [sic]
 - c) Mr. Bola has pleaded "that the failure to disclose was unintentional and resulted from his inexperience, this being his first transaction as a realtor".

SUMMARY OF AGREEMENTS

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

17. Bola did not disclose to the Buyer and/or Representative B in writing that he had an interest in the Property and at no time did he provide written disclosure required by Section 32 of the Act, contrary to Sections 3, 5, 18 and 38 of the Code of Ethics.
18. Bola did not at any relevant time cause the MLS® Listing to be updated to indicate he had a direct interest in the sale of the Property, contrary to Sections 3, 5, 18 and 38 of the Code of Ethics.
19. Bola improperly signed as a witness in the transaction since he was taking an interest in the sale of the Property, contrary to Sections 5, 18 and 38 of the Code of Ethics.

It is agreed that Bola 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 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.

Disclosure of interest

18. (1) A registrant shall, at the earliest practicable opportunity and before any offer is made in respect of the acquisition or disposition of an interest in real estate, disclose in writing the following matters to every client represented by the registrant in respect of the acquisition or disposition:

1. Any property interest that the registrant has in the real estate.

2. Any property interest that a person related to the registrant has in the real estate, if the registrant knows or ought to know of the interest.

(2) A brokerage shall, at the earliest practicable opportunity and before any offer is made in respect of the acquisition or disposition of an interest in real estate, disclose in writing the matters referred to in paragraphs 1 and 2 of subsection (1) to every customer with whom the brokerage has entered into an agreement in respect of the acquisition or disposition.

(3) A broker or salesperson shall, at the earliest practicable opportunity and before any offer is made in respect of the acquisition or disposition of an interest in real estate, disclose in writing the matters referred to in paragraphs 1 and 2 of subsection (1) to every customer of the broker or salesperson with whom the brokerage that employs the broker or salesperson has entered into an agreement in respect of the acquisition or disposition.

(4) A registrant shall disclose in writing to a client, at the earliest practicable opportunity, any direct or indirect financial benefit that the registrant or a person related to the registrant may receive from another person in connection with services provided by the registrant to the client, including any commission or other remuneration that may be received from another person.

(5) A brokerage that has entered into an agreement with a buyer or seller that requires the buyer or seller to pay the brokerage a commission or other remuneration in respect of a trade in real estate shall not charge or collect any commission or other remuneration under another agreement entered into with another person in respect of the same trade unless,

(a) the brokerage discloses at the earliest practicable opportunity to the other person, in writing, the terms of the agreement with the buyer or seller that require the payment of a commission or other remuneration; and

(b) the brokerage discloses at the earliest practicable opportunity to the buyer or seller, in writing, the terms of the agreement with the other person that require the payment of a commission or other remuneration.

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

LUCKY SS BOLA (a.k.a. SUKHPREET SINGH), the Respondent, be ordered to pay a penalty of \$5,000.00 on or before September 7, 2020.

By initials below, I, LUCKY SS BOLA (a.k.a. SUKHPREET SINGH), 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, LUCKY SS BOLA (a.k.a. SUKHPREET SINGH), 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, LUCKY SS BOLA (a.k.a. SUKHPREET SINGH), 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, 18 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. LUCKY SS BOLA (a.k.a. SUKHPREET SINGH) is Ordered a Fine of \$5,000.00 payable to RECO on or before September 7, 2020.

[Released: November 15, 2019]