



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 -**

**AARON JAMAAL ANTROBUS o/a AARON ANTROBUS**

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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 4 and 5 of the *REBBA 2002* Code of Ethics.

**ORDER:** Fine of \$3,000.00 payable to RECO on or before June 30, 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**

It is agreed as follows:

1. Antrobus is, and was, at all relevant times, registered as a salesperson under the *Real Estate and Business Brokers Act, 2002* ("Act"), and employed by Brokerage B, a registered brokerage under the Act.

2. Representative A is, and was, at all relevant times, registered as a salesperson under the Act and employed by Brokerage B, a registered brokerage under the Act.
3. On or about March 29, 2017, Representative A listed for sale (“Listing”) a residential property located at 1-A Street, City A (“Property”) on behalf of his seller clients for \$629,000. The Listing described the Property as a three-bedroom row townhouse with a finished one-bedroom basement apartment. The Listing further stated that the Property would be a great opportunity for rental income or an in-law suite.
4. In City A, accessory apartments, *i.e.* in-law suites, basement apartments and the like, are not permitted in townhouses. The Property therefore did not and/or could not contain an accessory apartment, even though Representative A advertised it as such in the Listing.
5. In or around March 2017, Buyer A (“Buyer”) retained Antrobus to assist her in purchasing a property in City A.
6. After viewing the Property on April 1, 2017, the Buyer wanted to submit an offer to purchase the Property. However, the Listing stated that offers to purchase the Property would be reviewed on April 8, 2017 at 6:30 p.m., but the sellers reserved the right to review any pre-emptive offers.
7. In accordance with the Buyer’s instructions to proceed, Antrobus, on April 1, 2017, submitted an unconditional pre-emptive offer to purchase the Property (“Offer”), on behalf of the Buyer. The seller countered the Buyer’s offer and on April 2, 2017, the Buyer entered into a firm agreement to purchase the Property for \$680,000 (“APS”).
8. The Buyer did not complete the transaction because of financing.
9. The Buyer complained that she was not aware of the absolute prohibition on accessory apartments in townhouses in City A.
10. Antrobus acknowledged that he did not advise the Buyer that accessory apartments were not permitted in City A townhouses. However, his position is that he advised the Buyer that the basement apartment was not legal prior to submitting the Offer, and the Buyer had no issue with this. Furthermore, Antrobus’ position is that had Buyer raised concerns about the legal status of the basement apartment at the time, he would have done the appropriate due

diligence and would have advised the Buyer that accessory apartments were not permitted in City A townhouses.

## SUMMARY OF AGREEMENTS

It is agreed that Antrobus acted unprofessionally as follows:

11. Did not advise the Buyer that accessory apartments were not permitted in Ajax townhouses, contrary to sections 4 and 5 of the Code of Ethics.

## AGREED PENALTY

AARON JAMAAL ANTROBUS o/a AARON ANTROBUS, the Respondent, be ordered to pay a penalty of \$3,000.00 on or before June 30, 2020.

By initials below, I, AARON JAMAAL ANTROBUS o/a AARON ANTROBUS, 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, AARON JAMAAL ANTROBUS o/a AARON ANTROBUS, 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 4 and 5 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. AARON JAMAAL ANTROBUS o/a AARON ANTROBUS is Ordered a Fine of \$3,000.00 payable to RECO on or before June 30, 2020.

*[Released: March 25, 2020]*