

IN THE MATTER OF

The Registrar, *Trust in Real Estate Services Act, 2002*,
S.O. 2002, Chapter 30, Schedule C, as amended (“Act”)

- and -

The Registration of Matthew Michael Decata (“Decata”) as a Broker under the Act

NOTICE OF PROPOSAL TO REFUSE REGISTRATION

WHEREAS (“Decata”) is registered as a **BROKER** under the Act;

AND WHEREAS Section 13 of the Act provides that the Registrar may

REFUSE a registration if in the Registrar’s opinion **an applicant** is not entitled to registration under Section 10 of the Act;

AND WHEREAS Section 14 of the Act provides that where the Registrar proposes to **REFUSE** the registration, the Registrar shall serve notice of the proposal on the **applicant**;

AND WHEREAS in the Registrar’s opinion the **applicant** subject of this proposal is not entitled to registration under Section 10 of the Act and the Registrar proposes to **REFUSE** the said registration for the reasons that follow;

A. REASONS

1. Decata is not entitled to registration pursuant to Section 10(1)(a)(i) of the Act because in the Registrar’s opinion, having regard to Decata’s financial position or the financial position of an interested person in respect of Decata, Decata cannot reasonably be expected to be financially responsible in the conduct of business;

2. Decata is not entitled to registration pursuant to Section 10(1)(a)(ii) of the Act because in the Registrar's opinion Decata's past conduct affords reasonable grounds for belief that Decata will not carry on business in accordance with law and with integrity and honesty;
3. Decata is not entitled to registration pursuant to Section 10(1)(a)(iii) of the Act because in the Registrar's opinion Decata has made a false statement in an application for registration.

B. PARTICULARS

IT IS ALLEGED AS FOLLOWS:

4. Several complaints have been filed against Decata wherein he sought funds from consumers for a referral to a mortgage broker, for a lawyer referral, for a status certificate etc. for services he never provided. It appears that Decata improperly retained the funds he collected under the guise of providing these services to his clients.
5. Decata provided falsified Agreements of Purchase and Sale to two of his employing brokerages as proof of pending deals so that he could receive commission advances. The first transaction did not complete or close and the brokerage had to recover the funds from another transaction. The second transaction did close however there were irregularities with the Agreement of Purchase and Sale which cause the Registrar concern.
6. Decata represented himself on the lease of a residential property he wished to rent for his own use. The agreement reached was that the utilities would remain in the landlords' name but Decata would make monthly payments. However, Decata did not make the agreed payments and when the property owner's salesperson contacted him, Decata responded with verbal threats. The landlord took the matter to the Landlord Tenant Board where they were successful in getting Decata to vacate the property, however the outstanding rent of \$22,000 was not paid. Further, Decata's then employing brokerage was unaware of this transaction, despite the fact Decata represented himself as an agent of that brokerage.

REGISTRATION HISTORY:

7. Decata was first registered on May 25, 2005 with Brokerage Milestone Gold Realty Inc.
8. Decata has been employed with various brokerages over the years, his last employing brokerage was Lino Arci Group Realty Ltd. Operating as Re/Max Hallmark Lino Arci Group Realty ("Lino Arci Group".)

9. Decata's registration with Lino Arci Group ended on July 6, 2022.
10. On March 31, 2020, he entered into voluntary conditions with RECO in relation to an undisclosed bankruptcy, which has been filed on October 10, 2013. This bankruptcy remains undischarged.
11. A subsequent criminal record check revealed that Decata had been convicted of assault on July 26, 2011. These charges were not disclosed at the time of the conviction, nor were they disclosed on his current application for reinstatement.
12. Decata applied for reinstatement on June 27, 2024. The current sponsoring brokerage is Innovation Real Estate Inc. operating as Keller Williams Innovation Realty.

CONSUMER COMPLAINTS:

13. Complaint #1: There are several consumer complaints that have been filed with RECO concerning the conduct of Decata. The first complaint alleges that Decata took money from a consumer for a mortgage broker referral. At the time, Decata assured the consumer that if they changed their mind about the transaction the referral fee would be refunded. When the consumer decided not to proceed with the transaction, even after requesting the refund several times, no money was refunded.
14. Complaint #2: Decata requested funds from a consumer who was interested in leasing a property in order to put the property on hold. It was discovered that the money was never passed along to the property owner as intended. Further, Decata did not provide the consumer with a receipt or other confirmation of payment.
15. Complaint #3: A consumer approached Decata about leasing a condominium. Decata requested money for a lawyer referral. Then he requested money for the condo status certificate. The third request was for money to pass along to the owner to purchase an air conditioning unit as part of the transaction. It was later discovered that the money did not get passed along for the intended purchases and instead Decata improperly retained the sum of \$2740 from this complainant.
16. Complaint #4: Decata joined a new brokerage and immediately asked for a commission advance. He provided the brokerage with an Agreement of Purchase and Sale ("APS") as proof of an impending deal. The APS did not actually name the legal owners of the property.

The deal fell through, and while the brokerage recovered the money, they had to do so through subsequent deals. The consumer who was supposed to purchase the property in the APS never received their deposit back.

17. Complaint #5: A property located at Street A, City A was the subject of an APS which had been assigned twice. Decata joined another brokerage and used that APS to request a commission advance very shortly after joining. Decata used the 2nd assignment of the APS as proof of his impending deal. That 2nd APS had the same parties as the first one. However, the original APS had been physically signed by the Sellers. The 2nd one was electronically signed. Upon further investigation by RECO, it was discovered that the buyers did not have an email address, nor do they use a computer. Decata's explanation was that the 2nd APS was submitted in error by his assistant.
18. Complaint #6: Decata wanted to lease a property for his own use. He made an appointment for a showing using his brokerage name, as an employee of that brokerage. He also used the lockbox code to enter and view the Property. He agreed to lease the Property but wanted the utilities to remain in the landlords' name and agreed that he would make monthly payments. Decata did not make any monthly payments. The owner's salesperson contacted Decata to discuss the situation and Decata told her that if anyone attended the property he would "knock their heads off."
19. The landlord ended up having to pursue the matter at the Landlord Tenant Board. At the hearing Decata agreed to vacate however did not pay any of the outstanding rent, which totalled \$22,000.
20. Upon RECO investigation, it was discovered that Decata's employing brokerage was unaware of the transaction.
21. Complaint #7: A consumer contacted Decata regarding the purchase of a condominium unit. The buyer was attempting to secure a mortgage through the Royal Bank ("RBC") as they were an employee with the bank. Decata indicated that he could assist with the mortgage, in return for a fee payment. The buyer electronically transferred the requested funds to Decata, however they were unable to secure the mortgage. They later discovered that Decata had not provided the mortgage referral as promised.

C. RIGHT TO A HEARING

Take notice that Section 14 of the Act provides that **an applicant** is entitled to a hearing by the Licence Appeal Tribunal (the “Tribunal”) in respect of a proposal by the Registrar to refuse registration if WITHIN 15 DAYS after service of this Notice of Proposal (deemed to be on the third day after mailing by registered mail), the **applicant** mails or delivers notice in writing that a hearing is required to the following parties:

The Registrar
Licence Appeal Tribunal
15 Grosvenor Street, Ground Floor
Toronto, Ontario M7A 2G6

AND TO: The Registrar
Real Estate Council of Ontario
1400-3300 Bloor St. W, West Tower
Toronto, ON M8X 2X2

Section 14(4) of the Act provides that where the **applicant** does not require a hearing by the Tribunal, the Registrar may carry out the proposal. Any person who, while not registered, trades in real estate, subject to exceptions enumerated in the Act, is in contravention of the Act and is liable to prosecution.

Section 14(5) of the Act provides that where the **applicant** requires a hearing by the Tribunal, the Tribunal shall hold the hearing and may by order direct the Registrar to carry out the Registrar’s proposal, or may substitute its opinion for that of the Registrar and the Tribunal may attach conditions to its order or to a registration.

If **an applicant** requires a hearing regarding this proposal and further wishes to be represented by a lawyer or agent at the hearing, it is strongly advised that the **applicant** make these arrangements as soon as possible. The Registrar reserves the right to oppose any request by the **applicant** for an adjournment of the hearing in order for the **applicant** to make such arrangements.

D. NOTICE OF MOTION FOR COSTS

If a hearing is requested as described in Section C and, at any time during the course of proceedings arising from this request, the Registrar believes the registrant has acted unreasonably, frivolously, vexatiously or in bad faith, the Registrar will make a request for an award of costs from the Tribunal, such costs to be paid by the registrant.

E. APPLICATION OF THE STATUTORY POWERS PROCEDURE ACT

The Statutory Powers Procedure Act, R.S.O. 1990, Chapter S.22 as amended (“SPPA”) applies to the Tribunal. Section 8 of the SPPA provides as follows:

8. Where the good character, propriety of conduct or competence of a party is an issue in a proceeding, the party is entitled to be furnished prior to the hearing with reasonable information of any allegations with respect thereto.

If a hearing is held as required by the **applicant**, the Registrar states that the good character, propriety of conduct or competence of the **applicant** shall be an issue in the hearing and the Registrar has provided herein reasonable information of allegations with respect thereto.

F. FURTHER PARTICULARS/SUPPLEMENTAL NOTICE

The **applicant** may be sent further or other particulars in respect of any matter herein or in respect of any other matter including further grounds for **REFUSAL** of registration.

Glen Thomas, Registrar (Interim)
Trust in Real Estate Services Act, 2002

Date: March 27, 2026