

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 **Ana Carter** as a Salesperson under the Act

NOTICE OF PROPOSAL TO REFUSE REGISTRATION

WHEREAS Ana Carter is registered as a salesperson under the Act;

AND WHEREAS section 13 of the Act provides that the Registrar may refuse to renew a registration if in the Registrar's opinion a registrant 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 to renew the registration, the Registrar shall serve notice of the proposal on the registrant;

AND WHEREAS in the Registrar's opinion the registrant subject to this proposal is not entitled to registration under section 10 of the Act and the Registrar proposes to refuse her registration for the reasons that follow;

THEREFORE, TAKE NOTICE THAT PURSUANT TO SECTIONS 13 AND 14 OF THE ACT, THE REGISTRAR IS PROPOSING TO REFUSE TO RENEW THE REGISTRATION OF CARTER.

A. REASONS

1. Ana Carter ("**Carter**") is not entitled to registration on the following grounds:
 - a) pursuant to section 10(1)(a)(ii) of the Act because, in the Registrar's opinion, Carter's past conduct affords reasonable grounds for the belief that she will not carry on business in accordance with law and with integrity and honesty;
 - b) pursuant to section 10(1)(c) of the Act because Carter has carried on activities that are in contravention of the Act and regulations; and
 - c) pursuant to section 10(1)(g) because, in the Registrar's opinion, Carter's continued registration would be contrary to the public interest.

B. PARTICULARS

IT IS ALLEGED AS FOLLOWS:

Registration and Prior Enforcement History

2. Carter is registered as a salesperson with the Real Estate Council of Ontario ("**RECO**"). She was first registered in 2008 as Astra Mulawka until 2017 when she legally changed her name to Ana Carter.
3. At all material times, Carter was employed by 1906351 Ontario Inc. (trading as Keller Williams Complete Realty).
4. In 2016, Carter was the subject of enforcement action by RECO. She was charged under the *Provincial Offences Act*, R.S.O. 1990, c. P.33 for failing to notify the Registrar within five days of criminal charges being laid against her contrary to section 34.1 of O. Reg. 567/05 and section 40(1)(c) of the *Real Estate and Business Brokers Act, 2002*. Carter pled guilty and was ordered to pay a monetary penalty.
5. On or about February 28, 2026, Carter applied to renew her registration as a salesperson with RECO. Her registration was scheduled to expire on March 1, 2026.

Carter's Participation in Unlawful Mortgage Dealings

6. Between 2022 and 2023, Carter referred several of her real estate clients to a mortgage broker, Broker A ("**Broker A**") for financing. Carter worked together with Broker A against

the interests of her clients and contrary to her ethical and fiduciary obligations in relation to the purchase and financing of properties.

7. Broker A is currently facing enforcement action by the Financial Services Regulatory Authority (“**FSRA**”) based on allegations that she arranged 68 mortgages outside her brokerage and gave or induced others to give false information in mortgage dealings.
8. FSRA also issued a warning letter against Carter after reviewing her involvement with Broker A between 2022 and 2023. FSRA concluded that Carter had engaged in unlicensed mortgage brokering activities by directly or indirectly working with Broker A, contrary to section 2(1)(2) of the *Mortgage Brokerages, Lenders and Administrators Act, 2006*, S.O. 2006, c.29, as amended.
9. RECO also received several complaints regarding Carter’s involvement with Broker A. The complaints alleged that Carter went beyond mere referrals: she collected clients’ financial information, conveyed it to Broker A, and remained involved in discussions about financing, often acting as an intermediary between her clients and Broker A.
10. Carter also encouraged, induced, or pressured clients to remove financing conditions from their purchase agreements before sufficient financing had been secured, without advising them properly or at all of the risks.
11. Throughout the transactions, Carter provided clients false and/or misleading assurances regarding their financing status and/or kept them unaware of any financing problems until shortly before closing.
12. This placed clients in precarious financial situations upon closing that pressured them to accept high-interest private loans and/or second mortgages offered or brokered through Broker A, in addition to a first mortgage.
13. These clients faced significant financial strain from the debt burden arising from these financial arrangements.

Repeated Allegations Across Multiple Clients

14. In or around February 2022, Carter introduced a client to Broker A and remained involved in the financing of the purchase of Street A, Town A, Ontario. Carter provided false

assurances to the client regarding her financing status, and shortly before closing, and pressured/induced her client to accept secondary financing through Broker A. The client ultimately filed a consumer proposal due to the debt burden arising from her purchase. After the client complained to RECO, Carter sought to induce the client to withdraw the complaint.

15. In or around March 2022, Carter introduced another client to Broker A and participated in the financing of a condominium unit at Street B, City B, Ontario. When the client expressed concerns about her ability to afford a property, Carter normalized obtaining a private loans and second mortgages to address insufficient funds and later coached and/or advised the client to conceal the existence of the second mortgage from the first mortgagee. The client experienced significant financial distress as a result of the carrying costs of the mortgages and fees owing to Broker A.
16. In or around June 2022, Carter referred a client to Broker A for a property located at Street C, City C, Ontario. Carter knew or ought to have known the client had limited means with her primary income being provincial disability payments. Despite this, Carter encouraged and/or facilitated the removal of the financing condition, and induced or pressured her client to accept a second mortgage brokered through Broker A. The client ultimately defaulted on the mortgages, and the property was seized by the first mortgagee.
17. Carter referred two additional clients to Broker A in or around June 2022 to procure financing for their purchase of a property at Street D, City D, Ontario, and remained involved in the financing process. Carter misled these clients by advising them that they had been preapproved for \$500,000 mortgage without initially disclosing that \$100,000 of that was to be funded through a private loan through one of Broker A's companies. When they discovered this fact, the deal was firm and the clients felt they had no choice but to close using a high-interest private loan offered/brokered by Broker A or otherwise risk losing their deposit and facing legal consequences for failing to close.

Grounds to Refuse Renewal

18. Carter worked together with Broker A to advise, facilitate, induce, and/or pressure multiple clients to purchase a property beyond their financial means, and placed them in further precarious financial situations by pressuring them to accept high-interest private loans and/or second mortgages. In doing so, she failed to act in the best interests of her clients

and to deal fairly, honestly, and with integrity in the course of a trade in real estate. To the contrary, she prioritized the closing of transactions for her own financial gain over her clients' interests.

19. In the alternative, but without foregoing the above, Carter knew or ought to have known, or was wilfully blind to the fact, that her clients were being encouraged, induced, and/or pressured into accepting unlawful and/or risky financial arrangements through Broker A without being provided with sufficient information or a clear understanding of the full consequences of such arrangements.
20. Carter's past conduct affords reasonable grounds for the belief that she will not carry on business in accordance with law and with integrity and honesty, and that her continued registration would be contrary to the public interest.

C. RIGHT TO A HEARING

Take notice that Section 14 of the Act provides that a registrant is entitled to a hearing by the Licence Appeal Tribunal (the "**Tribunal**") in respect of a proposal by the Registrar to refuse the renewal of a 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 registrant mails or delivers notice in writing that a hearing is required to the following parties:

TO: 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 registrant 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 registrant 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 a registrant 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 registrant make these arrangements as soon as possible. The Registrar reserves the right to oppose any request by the registrant for an adjournment of the hearing in order for the registrant 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, c. 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 registrant, the Registrar states that the good character, propriety of conduct or competence of the registrant 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 registrant may be sent further or other particulars in respect of any matter herein or in respect of any other matter including further grounds for refusing to renew the registration.

Glen Thomas, Registrar
Trust in Real Estate Services Act, 2002

Date: March 30, 2026