

**IN A MATTER BEFORE THE DISCIPLINE COMMITTEE OF THE REAL ESTATE COUNCIL OF  
ONTARIO**

**BETWEEN**

REAL ESTATE COUNCIL OF ONTARIO (“RECO”)

Applicant

AND

VANESSA MARIE BURTON registered as VANESSA BURTON

Respondent

**ALLEGATION STATEMENT**

**WHEREAS** the respondent is registered as a salesperson under the *Trust in Real Estate Services Act, 2002* (“**Act**”);

**AND WHEREAS** section 20 of the Act provides that if the Registrar is of the opinion, whether as a result of a complaint or otherwise, that a registrant has contravened any provision of the Act or of a regulation under the Act, the Registrar may refer the matter in whole or in part to the Discipline Committee of RECO (“**Discipline Committee**”);

**AND WHEREAS** section 21 of the Act provides that the Discipline Committee shall hear and determine whether a registrant has contravened any provision of the Act or of a regulation under the Act;

**THEREFORE**, take notice that pursuant to section 20 of the Act, the Registrar hereby refers this matter to a hearing before the Discipline Committee based on the allegations set out herein.

## A. PARTICULARS

### It is alleged as follows:

1. At all relevant times, Vanessa Burton (“Burton”) was employed at Brokerage A (the “Brokerage”).
2. At all relevant times, the Buyers were represented by sales Representative A.
3. At all relevant times, Burton represented the Sellers of the Property, Seller A and Seller B (the “Sellers”).
4. Buyer A and Buyer B (the “Buyers”) filed a complaint with RECO regarding the conduct of Burton during their purchase of Street A, City A, ON (the “Property”).
5. On or around November 1, 2024, the listing for the Property was uploaded to a local real estate listing service with a sale price of \$1,295,000.
6. On or around December 18, 2024, Sales Representative B emailed Burton an offer for the Property (the “First Offer”) on behalf of her client Buyer C.
7. The First Offer included a purchase price of \$1,100,000 with a \$55,000 deposit, and a closing date of February 12, 2025.
8. The First Offer had four conditions, and was irrevocable until December 19, 2024, at 6:00pm.
9. On or around December 18, 2024, Burton and Representative A exchanged the following text messages with respect to the First Offer:
  - Burton – “Hey, we just got an offer. Irrevocable is tomorrow at 6pm”
  - Representative A - “Hey Vanessa, my clients are kinda worried about getting into a multiple tomorrow given what they’d want to do the house. Do you have a sense if this offer will be something your clients would entertain?”
  - Burton – “They definitely wouldn’t accept the offer as it is”
10. On or around December 18, 2024, Burton emailed the First Offer to the Sellers with the following email:
  - “Everyone who has been shown the property has been automatically notified that we have an offer and that it is irrevocable until 6pm tomorrow, they don’t know any other details, and we will not be disclosing any details to them. So for tonight and tomorrow we will be

contacting all of those agents personally to follow up. We have until 6pm tomorrow to either accept, counter or reject the offer”.

11. On December 18, 2024, the Sellers emailed Burton and advised that the First Offer was too low.

#### December 19, 2024

12. At 3:23 pm Representative A texted Burton and advised that she would be emailing Burton an offer for the Property on behalf of the Buyers.

13. At 3:27 pm, Burton texted Representative B the following:

- “Hey, sounds like I might have another offer coming in. I should know more in the next hour, I’ll keep you posted”

14. At 4:47 pm, Representative A emailed Burton an offer for the Property on behalf of the Buyers (the “Second Offer”).

15. The Second Offer included a purchase price of \$1,210,000, with a \$60,000 deposit, and a closing date of February 7, 2025.

16. The Second Offer was conditional upon financing only, and was irrevocable until December 19, 2024, at 9:00pm.

17. At 4:47 pm, Burton and Representative A exchanged the following text messages with respect to the Second Offer:

- Burton - “Ok let me see what I can do, they are pretty close”
- Representative A – “Okay keep me posted”

18. At 4:53 pm, Burton called Representative B and informed her that the Second Offer had been received and was giving Representative B the opportunity to come forward with their “best and final” offer.

19. Representative B responded that her client would likely not be changing his offer as he was not interested in getting into competition, but she would call him to confirm.

20. Burton and Representative A exchanged the following text messages:

- a) Burton – “Just spoke to the other agent. She is going to send an improved offer. I told them we don’t want to go back and forth so they should send their best and final”;
- b) Representative A - “Ok let me talk to them. Hard to know what they’ll improve to...”

- c) Burton - "They're pretty close as of now. I'm not sure how much they will come up but she did keep saying "well this was just their opening bid". But who knows"
- d) Representative A - "Okay. Did she say when she was sending it in?"
- e) Burton - "She was just picking up her daughter from daycare and said her clients were probably wrapping up at work, so might be an hour or so"
- f) Representative A - "Ok sounds good"

21. Between 5:16 pm and 5:43 pm, Burton and Representative B exchanged the following text messages:

- Representative B - "I spoke with James and Leah and in all honestly, they are not in a position right now to get into competition and offering up their top dollar. So we won't be amending our offer at this time. Thank you though for the opportunity"
- Burton - "Ok, did they want to at least extend the irrevocable until 9pm?"
- Burton - "I know my client really liked how you approached the offer and made it clear they are not going to be tearing the house down"
- Burton - "It's the house she grew up in so that carries a lot of weight"
- Representative B - "Sorry just got a hold of them. We are going to keep the irrevocable until 6."
- Burton - "Ok, best of luck in your search!"
- Representative B - "You're more than welcome to sign it back after it dies if you don't end up getting what you want from the other offer"

22. At 6:00 pm, the First Offer expired.

23. At 6:01 pm, Burton and Representative A exchanged the following text messages:

- Burton - "Ok I have their best and final. My client's brother is at work until 6:30 so she's going to speak to him then. Can you send me your best and final by then? I'm hoping we can make a decision by 7:30-8:00"
- Representative A - "Ok I'll let them know. Any insight?"
- Burton - "Just price"
- Representative A - "That's good I'll let them know. Ok I'll talk to them"
- Representative A - "Do they have conditions as well?"
- Burton - "If you can go firm that would help as well but price is biggest factor"
- Representative A - "Ok ya just wondering if that would give us an advantage"
- Burton - "I just assumed you needed the condition"

- Representative A – “He’s on the phone with his mortgage broker. So trying to see if we can waive that. Should have something back soon. They keep going back and forth”
24. At 6:14 pm, Representative A emailed Burton an improved offer for the Property on behalf of the Buyers (the “Final Offer”).
25. The Final Offer included a purchase price of \$1,229,000, with a \$60,000 deposit, and a closing date of February 7, 2025.
26. The Final Offer was conditional upon financing only, and was irrevocable until December 19, 2024, at 9:00pm.
27. After receiving the Final Offer, Burton texted Representative A the following:
- “Ok, I’m going to speak to them soon. I hope they will work with your offer but to be honest it’s still close”
28. At 8:09pm, Burton texted Representative A advising that the Final Offer had been accepted by the Sellers.
29. On December 21, 2024, the Buyers attended a Christmas party and learned that the First Offer had been submitted by Buyer C who was their friend.
30. Buyer C advised the Buyers that he had not re-submitted an offer for the Property and had let the First Offer expire.
31. On December 21, 2024, Burton and Representative A exchanged the following text messages:
- Representative A - “Hey Vanessa, just wanted to chat quick. Clients were at a Christmas party last night and found out they’re friends with the other buyer who submitted an offer. The other buyer indicated that they did not resubmit and they let their offer expire at 6pm. Were we the only ones at the table when we resubmitted?”
  - Burton – “Their agent said that they didn’t want to improve so we could sign it back if we decided to work with theirs. So I guess technically yours was the only one registered at that point but my understanding is that they were still keeping their hat in the ring. Their agent told me they would come up in price if we signed back”
  - Representative A – “If we had known we were the only ones though they wouldn’t have improved, I’m sure you can understand that? So they’re feeling slighted right now with the extra \$19,000 they put down”

- Burton – “I can see that. But at the end of the day, my clients weren’t going to accept your guys offer at 1.21. It took a lot for me to get them to accept at 1229”
- Burton – “I can totally understand how they would feel. A lot of people feel that way after a multiple offer situation, especially if they find out details of the other offer.”
- Burton – “But at the end of the day, I still thing it’s a good purchase at that price and I know my client wouldn’t have accepted lower”.
- Representative A – “The difference here is that we technically were alone as of 6:01 when you said best and final was received from them”
- Burton – “I get that, but in all my conversations with the other agent, it was indicated that they were still in the game.”
- Burton – “And it was made clear to me that if we signed back, we could work with that offer”
- Burton – “Which is why I needed to see your best and final to decide if we should sign back that other one”

32. On December 23, 2024, Representative A submitted an Amendment to the Final Offer on behalf of the Buyers (the “Amended Offer”).

33. The Amended Offer was for \$1,210,000, and was irrevocable until December 23, 2024 at 9:00pm.

34. In her email, Representative A noted that the \$19,000 price reduction was due to how the negotiation was improperly handled, and that the Buyers would not be entertaining any other sign back.

35. On December 23, 2024, Burton advised Russell that the Sellers would not accept the Amended Offer.

36. On December 23, 2024, the Buyers executed the Notice of Fulfillment of Condition form and emailed it to Burton.

37. On March 10, 2025, the transaction for the Property closed.

38. On March 16, 2025, Burton provided a written response to RECO and advised as follows:

- When she texted Representative A to let her know that she had the other agent’s best and final at 6:01pm on December 19, 2024, she did not advise Representative A that the offer remained as-is;
- She expected Representative A to ask her if the First Offer had been re-submitted, and if she had been asked, she would have told Representative A no;

- Even though there was technically only one registered offer, she believes she had two offers
- to work with as one would be a sign back;
- She understands the Buyers' frustration, especially as they found out that the offer was much lower than theirs.

39. Burton earned a commission of \$3,749.55 for the sale of the Property.

## **B. SUMMARY OF ALLEGATIONS**

**It is alleged that Burton failed to comply with the General Regulation (O. Reg. 567/05) as follows:**

- A. Burton failed to accurately communicate the number of competing written offers to every person who was making one of the offers, contrary to section 22.7(1)(a) of the General Regulation, O. Reg. 567/05

**It is alleged that Burton failed to comply with the following section of the General Regulation (O. Reg. 567/05):**

Competing Offers

22.7 (1) If a brokerage that has entered into a representation agreement with a seller receives a competing written offer, the brokerage shall,

(a) communicate the number of competing written offers to every person who is making one of the offers

**It is alleged that Burton failed to comply with the Code of Ethics (O. Reg. 365/22) as follows:**

- A. Burton knowingly made inaccurate representations in respect of a trade in real estate by misrepresenting the nature of a competing offer, and by failing to inform the Buyers that they were no longer in competition, contrary to sections 1, 2, 5(a) and 9(1) of the Code of Ethics, O. Reg. 365/22

**It is alleged that Burton failed to comply with the following sections of the Code of Ethics (O. Reg. 365/22):**

Integrity, honesty, good faith, etc.

1. In carrying on business, a registrant shall act with courtesy, honesty, good faith and integrity in relation to every person the registrant deals with.

Unprofessional conduct, etc.

2. A registrant shall not engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as,

- (a) being disgraceful, dishonourable, unprofessional or unbecoming a registrant; or
- (b) likely to bring the sector into disrepute or to undermine public confidence the regulation of registrants under the Act.

Misrepresentation, etc.

5. In carrying on business, a registrant,

- (a) shall make best efforts to ensure that any representations are accurate and are not misleading;

Conscientious and competent service, etc.

9. (1) A registrant shall provide conscientious, courteous and responsive service

**C. APPLICATION OF THE STATUTORY POWERS PROCEDURE ACT**

The *Statutory Powers Procedure Act*, R.S.O. 1990, Chapter S.22 (“**SPPA**”), as amended, applies to matters before the Discipline Committee. 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.

RECO states that propriety of conduct or competence shall be an issue in the hearing and RECO has provided herein information of the allegations with respect thereto.

#### **D. FURTHER PARTICULARS / ALLEGATIONS**

RECO may send further or other particulars or allegations relevant to this matter or the allegations set out herein. RECO may rely upon such other matters that arise during a hearing of this complaint and that the Discipline Committee sees fit to consider.

Lisa Key, Registrar (Interim)  
*Trust in Real Estate Services Act, 2002*

Date: January 9, 2026