

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

**BETWEEN**

REAL ESTATE COUNCIL OF ONTARIO (“RECO”)

Applicant

AND

ANGELIKA ZAMMIT

Respondent

**ALLEGATION STATEMENT**

**WHEREAS** the respondent, Angelika Zammit (“**Zammit**”) 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 Zammit was employed at Brokerage A ("**Brokerage A**").
2. At all relevant times, Zammit represented Buyer A and Buyer B (*the* "**Buyers**").
3. At all relevant times Representative A ("**Representative A**") was employed at Brokerage B ("**Brokerage B**").
4. At all relevant times, Representative A represented Seller A (*the* "**Seller**") during the sale of Street A, Town A ("**Property A**").
5. At all relevant times, Representative A was the Seller's representative for Property A.
6. Representative A has filed a complaint with RECO regarding the conduct of Zammit during the Buyers purchase of Property A.

October 23, 2024

7. Zammit, on behalf of the Buyers scheduled viewing appointments for both Property A, and Street B, City B ("**Property B**").
8. At approximately 3:40 p.m., the Buyers and Zammit completed their viewing of Property B.
9. Although the Buyers and Zammit had scheduled a viewing appointment for the Property A, they did not attend Property A on October 23, 2024.
10. Zammit called her assistant, Individual A (*the* "**Assistant**") and said, "we're doing an offer on the property". Zammit did not specify the property in question to the Assistant.
11. The Assistant is not a registrant.
12. At approximately 3:50 p.m., the Assistant emailed Zammit an offer for Property A (*the* "**Property A Offer**"). In the body of the email, the Assistant wrote "Please review the attached".
13. The Property A Offer was unconditional and included a purchase price of \$1,275,000 with a \$100,000 deposit, and a closing date of April 30, 2025. Further, the Property A Offer was irrevocable by the Buyers until October 24, 2024, at 9:00am.

14. The Property A Offer, prepared by the Assistant, contained all the information pertinent to Property A, including the address, and Representative A and Brokerage B's details.
15. At 4:05 p.m. and 4:10 p.m., the Property A Offer was signed by the Buyers.
16. At 4:12 p.m., the Property A Offer was signed by Zammit.
17. At 4:14 p.m., the Assistant emailed the signed Property A Offer to Representative A.
18. At 4:24 p.m., Representative A emailed the signed Property A Offer to the Seller.
19. At 4:30 p.m., Representative A texted the Seller, advising that they had just sent an unconditional offer for Property A to them.
20. At 4:42 p.m., Zammit and Representative A exchanged the following text messages –
  - Zammit - Hi Representative A there was a offer sent to you by accident the assistant put the wrong address in there so please ignore.
  - Representative A – “I [hood] my client doesn't choose to accept. It's unconditional.”
  - Zammit – “That offer was meant for a different property please disregard.”
  - Representative A – “I've already sent to my client.”
  - Zammit – “My client has not even seen your house and it was done by accident.”
  - Zammit – “We will not be doing deposits on it nothings happening with that offer.”
  - Zammit – “I have spoke with my lawyer already so the whole thing is done by accident so please let your client know that and we will not be going to deposit as I mentioned.”
  - Zammit – “I've tried calling you we are withdrawing the offer can you please call me back.”
  - Representative A – “I had sent it to him via DocuSign and he has accepted. Not sure what we do from here.”
  - Zammit – “No.”
  - Zammit – “You have done this out of spite you've known and I will be going to and have a complaint large complaint you have continued to let your client know about the situation and your continued harassment as wel.”
  - Zammit – “Again you have not answered your phone and also this was an error that was brought to your attention immediately.”

- Zammit – “And did you tell your client when you sent him the information that my client did this in error.”
- Zammit – “Your willingness to continue with presenting the offer after knowing it was in error. Not calling us or returning communication.”
- Zammit – “Hi Representative A I just spoke with my lawyer. By submitting this offer you do so at your own risk. And to report you to Reco. Which I will first thing.”
- Representative A – “The offer was sent prior to your request. To withdraw. I have not accepted the offer the seller did. He is going to talk to his lawyer in the morning. Who is your lawyer perhaps he can discuss with the seller. You are free to contact Reco I will provide them with the time line and discussions I’ve had with my seller. Who is in Dubai.”
- Zammit – “My text was sent before your offer was signe.”
- Zammit – “You had over 2 hour.”
- Zammit – “To tell your clients.”
- Zammit – “Before they signed.”

21. At 2:23 p.m. PDT the Seller accepted the Property A Offer.

- The Seller was in Dubai at the time. Dubai is 8 hours ahead of Ontario

22. At 5:36 p.m., the Seller messaged Representative A, confirming that he had signed Property A Offer and had sent it back.

23. Zammit advised the Buyers that the Property A Offer had been incorrectly submitted to Representative A.

24. The Buyers told Zammit to “do the right offer”.

25. Zammit advised the Buyers that the Property A Offer could still be accepted, but the Buyers advised Zammit to proceed with an offer for Property B as they did not want Property A.

26. At around 5:27 p.m. and 5:29 p.m., the Buyers signed an irrevocable and unconditional offer for the Property B ( “**Property B**”).

27. At 5:57 p.m., Representative A emailed the accepted Property A Offer to Zammit.

October 24, 2024

28. At 9:32 a.m., Representative A emailed the Assistant deposit instructions pursuant to the Property A Offer and requested an acknowledged copy of the accepted Property A Offer.
29. At 9:36 a.m. and 9:38 a.m., the Buyers signed and submitted an unconditional and irrevocable counter-offer for Property B.
30. The Property B Offer was accepted.
31. Zammit facilitated the Buyers entering into two binding, unconditional Agreements and Purchases of Sale.
32. At 4:03 p.m., the Assistant responded to Representative A's email and advised that the Property A Offer was rescinded.
33. A deposit for the Property A Offer was never received by Representative A.
34. On February 20, 2025, Zammit provided a written response to RECO and advised as follows:
  - The Assistant booked two viewing appointments (for Property A and Property B)
  - Zammit decided not to attend the Property A appointment;
  - The Assistant is unlicensed;
  - The Assistant drafted the offer paperwork and sent it to Zammit for approval;
  - All offers are created by Zammit, or the Assistant creates the document for her approval;
  - The offer was written for Property B, but had the wrong address Property A;
  - After the Buyers and Zammit approved the offer draft via email on their cellphones, she instructed the Assistant to send the signed offer to the agent on her behalf;
  - Zammit was reading the offer with the Buyers, and they all missed the incorrect address;
  - The offer was incorrectly sent by the Assistant via email to Representative A at 4:14pm;
  - After realizing the mistake, Zammit texted Representative A at 4:42pm letting him know the offer was sent in error.
35. On April 7, 2025, the matter was settled through Errors and Omissions insurance between the Buyers, Zammit, Right At Home, and the Seller through a Full and Final Release executed by the Seller on March 22, 2025.
36. The Seller received \$35,000 in consideration for a full and final release of all parties.
37. On May 23, 2025, Zammit advised a RECO Compliance Officer that she gave the Buyers \$15,000 to assist with their legal costs in dealing with this matter.

## B. SUMMARY OF ALLEGATIONS

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

- A. Zammit improperly delegated responsibilities to an unregistered individual and failed to properly review documents relating to a trade in real estate with her clients resulting in the buyers entering into two simultaneous agreements to purchase different properties, contrary to sections 2, 8(1) and 9(1) of the Code of Ethics, O. Reg. 365/22.

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

### 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 in the regulation of registrants under the Act.

### Best interests

8. (1) A registrant that represents a client shall promote and protect the best interests of the registrant's clients.

### Conscientious and competent service, etc.

9. (1) A registrant shall provide conscientious, courteous and responsive service to clients and demonstrate reasonable knowledge, skill, judgment and competence in providing such 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.

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

Date: March 9, 2026