

**IN THE MATTER OF**

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

- and -

The Registration of **PARAMJEET KAUR** as a broker under the Act

**NOTICE OF PROPOSAL TO REVOKE REGISTRATION**

**WHEREAS** Paramjeet Kaur (“**Kaur**”) is registered as a broker under the Act;

**AND WHEREAS** Section 13 of the Act provides that the Registrar may revoke 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 revoke the registration of a registrant, the Registrar shall serve notice of the proposal on the registrant;

**AND WHEREAS** in the Registrar’s opinion, Kaur is not entitled to registration under Section 10 of the Act, the Registrar proposes to revoke the registration of Kaur as a broker for the reasons that follow.

## A. REASONS

1. Kaur 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, Kaur's past conduct affords reasonable grounds for belief that she will not carry on business in accordance with law and with integrity and honesty; and
  - b) pursuant to Section 10(1)(g) of the Act because, in the Registrar's opinion, Kaur's continuing registration would be contrary to the public interest.

## B. PARTICULARS

### IT IS ALLEGED AS FOLLOWS:

2. Kaur is registered as a broker with Century 21 People's Choice Realty Inc. She was first registered with the Real Estate Council of Ontario ("**RECO**") in 2004.
3. Kaur is the sole Director and Owner of Atlantic Expert Realty, which was registered on June 24, 2020.
4. Commencing in or around 2019, Kaur began representing a supposed developer ("**Company A**").
5. Company A was led by its Chief Operating Officer, Individual A ("**Individual A**"), in offering pre-construction properties for sale across 5 separate subdivisions in Nova Scotia (the "**Development**") to prospective buyers in Toronto.
6. Kaur has never lived in Nova Scotia, nor has she ever been licensed to trade in real estate by the Nova Scotia Real Estate Commission ("**NSREC**").
7. The Development was a fraudulent scheme, wherein investors remitted thousands of dollars in deposits in exchange for lots that were advertised as for the construction of rental homes and cottages that would be managed by a third party. However, no building permits have ever been obtained or existed for any of the subdivisions that were advertised to be part of the Development.

8. Kaur was recruited by Individual A to market and attract Toronto investors into purchasing lots within the Development with deposits typically ranging between \$10,000 to \$12,000 per lot.
9. Kaur marketed the Development to her existing network of clients and to other prospective buyers over the radio and through other means in Toronto.
10. Kaur advised prospective buyers that the Development included guaranteed rental income in the tens of thousands of dollars per annum, coupled with anticipated large returns on their investments.
11. In advertising these properties, Kaur relied on the information provided to her by Individual A and Company A, and in doing so, performed limited due diligence with respect to land ownership, building permits and subdivision plans.
12. More specifically, Kaur relied on Individual A and Company A's false representations, and did not complete the following verifications:
  - a) whether Company A owned the subject lands in the subdivisions;
  - b) whether Company A was a licensed builder;
  - c) whether building permits existed; and
  - d) whether the subdivision plan numbers provided by Company A were legitimate.
13. Kaur advised many of her clients that they should expect to receive their deposit back in full, plus profit, within 13 months of their initial investment.
14. When the time came for deposits and profits to be remitted, Kaur made a number of excuses to her clients, including but not limited to, administrative hurdles, Covid delays and that gold or minerals had been found on the construction sites, prompting Company A to enter into a Non-Disclosure Agreement and that they were prohibited from developing the sites.
15. Many of Kaur's clients received documentation stating that the subdivisions were being relocated to different areas and/or that they would receive increased rental income due to the incurred delays.

16. As early as October 2020, Kaur became aware that Company A was not remitting rental payments to her clients. This notwithstanding, Kaur continued to source new business for Individual A and Company A. In addition, Kaur did not advise her new clients that Company A had been late making their promised payments to existing investors.
17. In November 2020, the NSREC expressed concerns to Kaur over the legitimacy of the Development and requested that Kaur cease trading in real estate in Nova Scotia without a license.
18. As part of the NSREC's investigation, Kaur advised that she stopped advertising the Development to prospective clients and made no further trades after receiving the warning from the NSREC in November 2020.
19. On May 26, 2021, the Real Estate Council of Ontario ("**RECO**") issued a warning letter to Kaur, advising her of its concerns with respect to: (i) the advertisement of properties for sale in another province; (ii) the NSREC requiring her to be licensed in Nova Scotia in order to trade there; and (iii) issues surrounding the ownership of the land she was assisting her clients to purchase. Kaur was cautioned by RECO to discontinue selling lots within the Development and that if she continued to do so, further action would be taken.
20. Notwithstanding the warnings from the NSREC and RECO, Kaur continued to sell lots within the Development.
21. In total, Kaur is estimated to have referred approximately 100 different buyers to Individual A and/or Company A, who purchased approximately 181 lots between September 2019 and August 2021.
22. Kaur did not have any of her clients sign buyer representation agreements. Further, despite representing Company A in the course of these transactions, Kaur also did not have her clients sign any multiple representation disclosure and consent agreements.
23. Of these 181 lots, only 7 purchase agreements were provided by Kaur to her brokerage.
24. Additionally, 48 of the purchase agreements were dated after November 20, 2020; the date the NSREC advised Kaur to cease trading in real estate in Nova Scotia.

25. At least 11 payments were made from Company A directly to Kaur, and another 3 to Atlantic Expert Realty between July 2020 and September 2021, totalling \$124,500.00 in commission funds.
26. While the exact extent of Kaur's clients' losses remain unknown, they are estimated to be in or around the range of \$4 million.

### 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 revoke 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 to the following parties that a hearing is required:

**TO:** The Registrar  
Licence Appeal Tribunal  
15 Grosvenor St., Ground Floor  
Toronto, ON 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 and that any person who, while not registered, trades in real estate is, subject to exceptions enumerated in the Act, in contravention of the Act and is liable to prosecution.

Section 14(5) of the Act provides that where a registrant requires a hearing by the Tribunal, the Tribunal shall appoint a time for and 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, 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 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 revocation of registration.

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

Date: March 10, 2026