

**IN THE MATTER OF**  
The Registrar, *Trust in Real Estate Services Act, 2002*, S.O. 2002, c.30,  
Schedule C and Regulations thereto, as amended (“Act”)

- and -

The Registration of **RAMIN GANJI** as a Broker under the Act

**NOTICE OF PROPOSAL TO REVOKE REGISTRATION**

**WHEREAS** Ramin Ganji (“**Ganji**”) 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 the 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, the Registrar shall serve notice of the proposal on the registrant;

**AND WHEREAS** in the Registrar’s opinion the registrant or registrants subject of this proposal is not entitled to registration under Section 10 of the Act and the Registrar proposes to **REVOKE** the said registration(s) for the reasons that follow.

**A. REASONS**

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

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

## **B. PARTICULARS**

IT IS ALLEGED AS FOLLOWS:

3. Ganji was registered as a salesperson on December 5, 2016. On December 13, 2020, Ganji became registered as a broker under the Act. Ganji is currently employed as a broker at Empowered Realty Inc.
4. At all relevant times, between December 13, 2020 and December 13, 2022, Ganji was employed at Re/Max Realtron Realty Inc.

## **CARRYING ON BUSINESS IN ACCORDANCE WITH THE LAW AND WITH INTEGRITY AND HONESTY**

5. Ganji was acting for the builder of a housing development as their sales representative and informed a buyer, Buyer A ("Buyer A"), that he had a client who would, for a fee, be willing to give up their reservation for the purchase of a pre-build lot from the developer, allowing Buyer A to purchase lot A, Development A, Richmond Hill, Ontario (the "Property").
6. To purchase the Property, Ganji told Buyer A that a \$40,000 assignment fee was required. Additionally, Ganji instructed Buyer A to provide two post-dated cheques for \$20,000 each, to be delivered with the payee information blank, dated March 1, 2021 and June 1, 2021.
7. On March 13, 2021, Buyer A signed an Agreement of Purchase and Sale for the Property with Ganji (acting for the Builder) and Representative A, acting as Buyer A's representative. The following day, March 14, 2021, Buyer A delivered the two \$20,000 cheques to Ganji as instructed for the assignment.
8. After some time had passed, Buyer A became suspicious when she realized there was no reference to the \$40,000 payment in the agreement of purchase and sale she signed.
9. Ganji's wife, Individual A, deposited one of the two cheques for \$20,000 into her account.

10. Ganji gave Representative B, a realtor employed by the same brokerage as Ganji, the second cheque for \$20,000 and asked her to deposit it into her personal bank account and then send the \$20,000 to Representative A as a favour.
11. Development A confirmed the purchase by Buyer A was a direct sale from them and not an assignment from a previous purchase.

## **FINANCIAL RESPONSIBILITY CONCERNS**

12. Ganji has a history of insolvency and unpaid debts.
13. Ganji filed an assignment in bankruptcy on July 18, 2019, listing total liabilities in the amount of \$1,214,548.90 and assets of \$68,250. Ganji failed to notify the Registrar of the assignment in bankruptcy within five days as required by the Act.
14. A judgment in the amount of \$336,777.68 plus costs was issued against Ganji in favour of Company A on July 19, 2019, which was subsumed in the bankruptcy.
15. Ganji's assignment in bankruptcy was discharged automatically on April 19, 2020.

## **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 (deemed to be on the third day after mailing by registered mail) that the Registrar proposes to revoke the registration, the Registrant 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 **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 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.

August 29, 2024

Joseph Richer, Registrar  
*Trust in Real Estate Services Act, 2002*

Date