

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

BETWEEN

REAL ESTATE COUNCIL OF ONTARIO (“**RECO**”)

Applicant

AND

MARTIN STEVEN AMADO (“**Amado**”)

Respondent

ALLEGATION STATEMENT

WHEREAS the respondent, Amado, 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, Amado was employed at Brokerage A (the “Brokerage”).

2. Seller A and Seller B (the “Seller” and/or collectively “Sellers”) entered into a Seller Representation Agreement with Brokerage B (“the Seller’s Brokerage”), with Representative A as their representative (the “Seller’s Representative”), for the sale of their property located at Street A, City A, Ontario (the “Property”).
3. On or about June 09, 2025, Amado, on behalf of their buyer-clients, submitted a conditional offer to purchase the Property that was acceptable to the Sellers. A Confirmation of Acceptance was signed by the Sellers at approximately 11:49 PM. Details of the Agreement of Purchase and Sale (the “APS”) included, but are not limited to:
 - a) Price: \$1,000,000.00
 - b) Deposit: \$39,800.00
 - c) Completion Date: August 1, 2025
 - d) Conditions:
 - i) Home Inspection within four (4) business days.
4. On June 10, 2025, Amado requested a home inspection appointment from the Seller’s Representative. The home inspection appointment was confirmed for June 11, 2025, from 9:00 AM to 11:00 AM.
5. On June 11, 2025, at approximately 8:30 AM, the home inspector arrived at the Property where he was greeted by the Sellers via their door camera. The Sellers were not physically present at the Property. The home inspector advised the Sellers that they had been provided the lockbox code from Amado and would be letting themselves in to complete the home inspection.
6. At approximately 9:00 AM, Amado’s buyer-clients arrived at the Property and began inspecting the house from the outside before entering the Property with the home inspector. Amado was not in attendance at this home inspection.
7. The Sellers recognized that the Property was being accessed without proper authority and contacted their Seller’s Representative to advise of same.
8. The Seller’s Representative contacted Amado regarding their Sellers’ concerns at the Property. Amado confirmed that they provided the lockbox code to the home inspector as they were stuck in traffic.

9. The Seller's Representative, knowing their Sellers were uncomfortable with the unsupervised access to the Property, attended the Property at approximately 9:53 AM to provide supervision until the completion of the home inspection.
10. While at the Property, the Seller's Representative messaged Amado to inquire when they would be arriving and Amado responded that they would need to reschedule this home inspection. The Seller's Representative advised that Amado's buyer-clients and the home inspector had been inside the Property for approximately one (1) hour without supervision when Amado was inquiring about rescheduling the home inspection.
11. Following the completion of the home inspection, Amado's buyer-clients decided not to waive their conditions, and the APS became null and void.
12. A Mutual Release was signed by the buyers and Sellers on June 16, 2025, and the deposit was returned to Amado's buyer-clients.

B. SUMMARY OF ALLEGATIONS

It is alleged that Amado failed to comply with the Act and/or Regulations as follows:

- A. Amado facilitated unauthorized and/or unsupervised access to the Property by releasing the lockbox code to the home inspector and failing to be in attendance at the scheduled home inspection appointment with their buyer-clients, without the consent of the Sellers and/or Sellers' Representative, contrary to sections 1 and 2 of the Code of Ethics, O. Reg. 365/22 and section 22.5 of the General Regulation, O. Reg. 567/05.

It is alleged that Amado 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.

It is alleged that Amado failed to comply with the following sections of the General Regulation, 567/05:

Protection of property

22.5 In carrying on business, a registrant shall not provide any person with access to real estate unless,

- (a) a registrant is present with the person; or
- (b) the owner of the real estate has consented in writing.

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 15, 2026