
**IN THE MATTER OF A DISCIPLINE PROCEEDING HELD PURSUANT TO THE
*TRUST IN REAL ESTATE SERVICES ACT, 2022***

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

**VICTORIA REBECCA THOMSON registered as VICTORIA THOMSON
also known as VICTORIA KOTSOPOULOS**

DISCIPLINE DECISION AND REASONS FOR DECISION

Subject to Rule 4.02 of the Discipline and Appeals Committee Rules of Practice (*TRESA 2002*), I, the Chair of the Discipline Committee (*TRESA 2002*) have reviewed and considered the Agreed Statement of Facts and Penalty together with the Waiver of Hearing submitted by the Parties to this proceeding and provide the following Order:

FINDINGS: In violation of Sections 2(a)(b), 8(1), 9(1) and 11(1) of the *TRESA 2002* Code of Ethics.

ORDER: Fine of \$7,500.00 payable to RECO not later than 180 days after the date of the Decision of the Discipline Committee on this matter: November 4, 2026.

Successful completion of the “*RECO 2026 Update – Professional Practice*” course and provide proof of completion to RECO not later than 90 days after the date of the Decision of the Discipline Committee on this matter. To provide proof of completion to RECO within 60 days of completion of the course.

WRITTEN REASONS:

REASONS FOR DECISION

INTRODUCTION

This matter proceeded on the basis of an Agreed Statement of Facts and Penalty and Waiver of Hearing, pursuant to Rule 4.02 of the Rules of Practice (*TRESA 2002*).

The Agreed Statement of Facts and Penalty read:

AGREED STATEMENT OF FACTS AND PENALTY

It is agreed as follows:

1. At all relevant times, Victoria Thomson (“Thomson”) is registered as a salesperson under the *Trust in Real Estate Services Act, 2002* (“Act”).
2. At all relevant times, Thomson was employed at Brokerage A.
3. At all relevant times, Seller A and Seller B (*the “Sellers”*) owned a property located at 1-A Street, City A (*the “Property”*) and had entered into a Seller Representation Agreement (*the “SRA”*) with Brokerage A to list the property for sale. Representative A was named in the SRA as the designated representative.
4. At all relevant times, Buyer A and Buyer B (*the “Complainants”*) were the buyers of the Property and had entered into a Buyer Representation Agreement with Brokerage B. Victoria Thomson was named in the BRA as the designated representative.
5. On or around February 15, 2024, Representative A uploaded a listing for the Property on the local listing service board with an asking price of \$849,000 (*the “Listing”*). Included in the Listing was information that the Property was “Apx Sqft: 2000-2500” and that the dining room, living room, and all bedrooms had hardwood flooring. Additionally, the client remarks section of the Listing stated, “Featuring hardwood floors”.
6. At all relevant times, attached to the Listing was a floor plan of three floors of the home, including the finished walk-out basement, which stated the total scanned area was 2125 Sqft. The remarks on the floor plan stated: “Measurements are calculated by Cublcasa Technology. Deemed highly reliable but not guaranteed”.
7. On or around February 17, 2024 at 10:00 a.m., the Complainants attended a scheduled appointment to view the Property with Thomson.
8. On or around February 17, 2024, the Sellers and the Complainants entered into an Agreement of Purchase and Sale (*the “APS”*) for the Property. The terms of the APS included a purchase price of \$900,000, a \$43,000 deposit and a transaction completion date of May 2, 2024. Conditions regarding financing and a home inspection were included but struck from the APS.

9. On or around March 23, 2024, the Complainants attended a scheduled buyer walk-through visit at the Property with Thomson.
10. On or around April 29, 2024, the Complainants attended the second scheduled buyer walk-through appointment at the Property with Thomson. During this appointment it came to the Complainants' notice that the flooring in the bedrooms of the Property was not hardwood as indicated in the Listing.
11. On or around 5:17 p.m. on April 29, 2024, while still at the Property, Thomson sent a text message to Representative A, inquiring about the material of the flooring in the bedrooms: "Final question, do you know what type of flooring is in the bedrooms? It says hardwood on the listing but I believe it is laminate". Representative A responded: "Bedrooms are laminated main floors are hardwood".
12. The Complainants allege that Thomson advised them that since there was no home inspection condition included in the Accepted APS, there were no options for resolution available to them.
13. On or around May 2, 2024, the transaction completed successfully.
14. On or around November 15, 2024, the Complainants received a Property Assessment Notice from the Municipal Property Assessment Corporation ("**MPAC**") which confirmed that the square footage of the Property is 1,510 square feet.
15. Thomson confirmed to RECO that she did not pull an MPAC report for the Property at any time prior to drafting an offer for the Property on behalf of the Complainants.
16. Thomson received \$10,000 in commission upon completion of the transaction.

SUMMARY OF AGREEMENTS

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

- A. Thomson failed to conduct the appropriate and required due diligence to determine material facts regarding the size and flooring included in the Property, contrary to sections 2, 8(1), and 9(1) of the Code of Ethics.
- B. Thomson failed to advise her buyer clients to seek legal advice and/or provided unauthorized advice about their options for resolution after discovering incorrect information in the Listing, contrary to sections 2, 8(1), 9(1), and 11(1) of the Code of Ethics.

It is agreed that Thomson 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 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.

Services from others

11. (1) A registrant shall advise a person to obtain services from another person if the registrant is not able to provide the services with reasonable knowledge, skill, judgment and competence or is not authorized by law to provide the services.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$7,500.00** not later than **180** days after the date of the Decision of the Discipline Committee on this matter.

To successfully complete the following courses or programs by the identified completion date:

Course Title (Provider)	Completion date
RECO 2026 Update - Professional Practice	Not later than 90 days after the date of the Decision of the Discipline Committee on this matter.

To provide proof of completion to RECO within **60** days of completion of the courses.

Respondent acknowledgements:

1. I acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.
2. I acknowledge my right to seek legal counsel in this matter before signing this agreement.
3. I agree, understand, acknowledge and consent to waiving my right to a hearing before the Discipline Committee.

Waiver of hearing before the Discipline Committee:

4. The parties consent to disposing of the matter without a hearing before the Discipline Committee and agree to the terms set out herein.
5. The parties request an Order from the Chair of the Discipline Committee that includes this Agreement of Facts and Penalty as a final settlement of this matter.

By signature below the Parties agree, acknowledge, understand and consent to the final settlement of this matter by way of this Agreed Statement of Facts and Penalty.

[The Parties duly signed the Agreed Statement.]

DECISION OF THE CHAIR

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee (*TRESA 2002*) concluded that the Respondent breached Sections 2(a)(b), 8(1), 9(1) and 11(1) of the *TRESA 2002* Code of Ethics. The Chair of the Discipline Committee (*TRESA 2002*) is also in agreement with the joint submission of the Parties as to penalty and accordingly makes the following order:

1. THOMSON, Victoria Rebecca, registered as THOMSON, Victoria, also known as KOTSOPOULOS, Victoria, is ordered to pay a fine in the amount of \$7,500.00, payable to RECO, not later than 180 days after the date of the Decision of the Discipline Committee on this matter.
2. THOMSON, Victoria Rebecca, registered as THOMSON, Victoria, also known as KOTSOPOULOS, Victoria, is ordered to successfully complete the "*RECO 2026 Update*

– *Professional Practice*” course not later than 90 days after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion to RECO within 60 days of completion of the course.

Released: May 8, 2026