



Real Estate Council of Ontario

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**IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE  
REAL ESTATE AND BUSINESS BROKERS ACT, 2002, S.O. 2002, c. 30, Sch. C**

**BETWEEN:**

**REAL ESTATE COUNCIL OF ONTARIO**

**- AND -**

**TASO JOURAS**

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**DISCIPLINE DECISION AND REASONS FOR DECISION**

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Subject to Rule 4.02 of the Discipline and Appeals Committee Rules of Practice (*REBBA 2002*), I, the Chair of the Discipline Committee (*REBBA 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:

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**FINDINGS:** In violation of Sections 3 and 38 of the *REBBA 2002* Code of Ethics.

**ORDER:** Fine of \$7,500.00 payable to RECO on or before May 1, 2019.

Successful completion of the Real Estate Institute of Canada "REIC 2280: Legal Issues in Real Estate" course and provide RECO with confirmation of successful completion on or before May 1, 2019.

**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 (*REBBA 2002*).

The Agreed Statement of Facts and Penalty read:

**AGREED STATEMENT OF FACTS AND PENALTY**

1. At all material times, Taso Jouras ("Jouras") was a registered salesperson under the

*Real Estate and Business Brokers Act, 2002, SO 2002, c 30, Sched C (the "Act").*

2. At all material times, Representative B was a registered salesperson under the Act.
3. At all material times, Jouras and Representative B were registered with Brokerage A.
4. At all material times, Jouras had a duty to supervise the conduct, activities and practice of his colleague Representative B.
5. At all material times, Individual A was a client of Brokerage A, Jouras and Representative B. Brokerage A, Jouras and Representative B were hired by Individual A to rent a residential apartment owned by Individual A (the "Apartment").
6. On or about February 4, 2015, Individual A had a telephone call with Jouras. Individual A advised Jouras that she had a potential tenant for the Apartment.
7. At Individual A's request, Jouras and Representative B delivered a blank rental application form to Individual A by email.
8. The following day, on or about February 5, 2015, Individual A hand-delivered to Representative B the completed rental application form (the "Rental Application") and asked that it be used to obtain a consumer report on the applicant, whose name, as it appeared on the form, was Individual B.
9. In particular, the Rental Application contained Individual B's residential address, date of birth, occupation and SIN and the signature of the applicant, "Individual A as agent". The portions of the Rental Application referring to a driver's license number, employment information, financial obligations, personal references or a list of automobiles were not completed.
10. The Rental Application had been completed by Individual A and she represented that Individual B was a bona fide applicant.
11. As it turned out and unbeknownst to Representative B or Jouras, Individual B was Individual A's sister. Individual A and Individual B had been engaged in a civil lawsuit concerning their deceased father's estate. Individual A wilfully and intentionally misled Representative B and Jouras into believing that the Rental Application was legitimate so that she could unjustly gain access to her sister's consumer report and obtain some advantage in her litigation.
12. Individual A completed the Rental Application form without the knowledge or consent of Individual B. Individual B did not consent to the collection, use or disclosure of her personal information. In fact, Individual B was completely unaware of the Rental Application.
13. Jouras and Representative B did not make appropriate inquiries of Individual A with respect to the authenticity of the Rental Application. Nor did they make any inquiries as to the identity of Individual B, the person named in the Rental Application.
14. Individual C processed Individual A's request by providing the Rental Application to Representative B, Brokerage A' operations manager, who was responsible for

conducting and obtaining consumer reports on behalf of Brokerage A.

15. On or about February 5, 2015, Individual B's consumer report was prepared by Business A and provided to Individual C (the "Consumer Report"). The Consumer Report was then given by Individual C to Representative B and in turn, was provided to Individual A.

#### SUMMARY OF ALLEGATIONS

It is agreed that Juras acted unprofessionally as follows:

1. By instructing Representative B to procure a Consumer Report without knowing the contents of the Rental Application, Juras breached sections 3 and 38 of the Code.
2. By failing to supervise Representative B, in the course of obtaining the Consumer Report when he reasonably ought to have known it was being generated without Individual B's knowledge or consent, Juras breached sections 3 and 38 of the Code.

#### AGREED PENALTY

TASO JOURAS, the Respondent, be ordered to pay a penalty of \$7,500.00 on or before May 1, 2019.

In addition to the above penalty, Respondent must enroll in the REIC 2280 Legal Issues in Real Estate course and provide proof of successful completion of the course on or before May 1, 2019.

By initials below, I, TASO JOURAS, acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.

*[Respondent's Initials]*

By initials below, I, TASO JOURAS, agree, understand, acknowledge and consent to waive the requirement for a hearing and to request an Order from the Chair of the Discipline Committee that includes this Agreed Statement of Facts and Penalty as a final settlement of this matter.

*[Respondent's Initials]*

By initials below, I, TASO JOURAS, acknowledge that I was aware of my right to be represented by Counsel or agent in this matter.

*[Respondent's Initials]*

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 Agreed Statement was duly signed by the Parties.]

## **DECISION OF THE CHAIR**

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee (*REBBA 2002*) concluded that the Respondent breached Sections 3 and 38 of the *REBBA 2002* Code of Ethics. The Chair of the Discipline Committee (*REBBA 2002*) is also in agreement with the joint submission of the Parties as to penalty and accordingly makes the following order:

1. TASSO JOURAS is Ordered a Fine of \$7,500.00 payable to RECO on or before May 1, 2019.
2. TASSO JOURAS is Ordered to successfully complete the Real Estate Institute of Canada "REIC 2280: Legal Issues in Real Estate" course and provide RECO with confirmation of successful completion on or before May 1, 2019.

*[Released: July 3, 2018]*