RECO
Real Estate Council of Ontario

File #2025040639

IN THE MATTER OF A DISCIPLINE PROCEEDING HELD PURSUANT TO THE *TRUST IN REAL ESTATE SERVICES ACT, 2002*

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

MANSI BOHRA (registered as PEARL BOHRA)

DISCIPLINE DECISION AND REASONS FOR DECISION

Subject to Rule 4.02 of the Discipline 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 1, 2(b), and 9(1) of the *TRESA 2002* Code of Ethics.

In violation of Section 13.3(2) of the General Regulation.

In violation of Sections 31(1) and 31(2) of the Act.

ORDER: Fine of $6,500.00 payable to RECO within 6 months after the date of the Decision of the Discipline Committee on this matter, including $1,500.00 within 30 days after the date of the Decision of the Discipline Committee on this matter: May 10, 2027

Successful completion of the RECO *"CE Introduction to TRESA"* course not later than three 3 months after the date of the Decision of the Discipline Committee on this matter and provide proof of completion to RECO within 30 days of completion of the course.

WRITTEN REASONS: *attached*

Mary Di Felice
Chair, Discipline Committee (*TRESA 2002*)

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, Bohra was employed as a salesperson with Save Max Real Estate Inc. (the "**Brokerage**"). She is currently employed as a salesperson with Platinum Gate Realty.

2. In April 2025, BMC and ML were prospective tenants (the "**Tenants**") who were interested in renting a residential property located at 4255 Lismer Lane, London, Ontario (the "**Property**").

3. Bohra provided real estate services and advice to the Tenants but failed to provide and/or have the Tenants execute a Representation Agreement with the Brokerage.

4. Company A was the landlord of the Property (the "**Landlord**") and the rental of the Property was being handled by Company B, a property management company (the "**Company'**).

5. On April 13, 2025, Bohra arranged for the Tenants to view the Property.

6. Bohra was informed by a representative of the Company that, if the Tenants signed a lease agreement for the Property, she would receive a commission representing approximately 45% of a month's rent, plus HST.

7. On or about April 14, 2025, the Tenants and Landlord entered into a lease agreement (the "**Agreement**") for the Property with a tenancy commencement date of April 25, 2025, which required them to pay a rental deposit in the all-inclusive amount of $2,700.00, which would then be applied to the last rental period.

8. The Agreement required that the deposit funds be delivered to the Landlord directly via e-transfer.

9. Following execution of the Agreement, the Tenants expressed discomfort remitting funds and requested to send the funds to Bohra instead.

10. On or about April 14, 2025, Bohra received and accepted an e-transfer of $2,700.00 from the Tenants through her personal email address and bank account, consisting of the rent deposit under the Agreement.

11. After accounting for her own commission and retaining a total of approximately $1,372.95 as her share of the commission, Bohra sent an e-transfer containing the balance of the deposit funds directly to the Landlord, which equated to approximately $1,327.05.

12. Bohra then emailed the Company using her Brokerage email to confirm that her e-transfer had been successfully sent to the Landlord.

13. Notwithstanding Bohra used her Brokerage's email address and signature when interacting with the Company, she requested that the Company revise the commission agreement by removing the reference to the Brokerage, and instead provided instructions to the Company to use her personal contact details:

> *"Regarding the commission agreement, could you please update it by removing "Save Max Real Estate" and listing only my name, Pearl Bohra ? This adjustment will allow me to proceed accordingly. Thank you."*

14. Bohra later acknowledged that she should not have accepted funds directly into her personal account and instead, should have processed the transaction through her Brokerage.

15. At no point did Bohra formalize her relationship with the Tenants into a Representation Agreement.

SUMMARY OF AGREEMENTS

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

A. Bohra received commission for trading directly from the Tenants and not through her employer brokerage, contrary to section 31(2) of the Act and sections 1, 2(b) and 9(1) of the Code of Ethics;

B. Bohra provided real estate services to the Tenants without ensuring that those services were documented and conducted through her employer brokerage, contrary to section 31(1) of the Act and sections 1, 2(b) and 9(1) of the Code of Ethics;

C. Bohra failed to deliver a copy of the Agreement to the Brokerage, contrary to section 13.3(2) of the General Regulation and sections 1, 2(b) and 9(1) of the Code of Ethics; and

D. Bohra did not disclose the transaction to her employer brokerage, contrary to sections 1, 2(b) and 9(1) of the Code of Ethics.

It is agreed that Bohra failed to comply with the following section of the Act:

Restrictions re: brokers and salespersons

31(1) No broker or salesperson shall trade in real estate on behalf of any brokerage other than the brokerage which employs the broker or salesperson.

Same

(2) Except if the regulations provide otherwise and subject to the regulations, no broker or salesperson is entitled to or shall accept any remuneration for trading in real estate from any person except the brokerage which employs the broker or salesperson.

It is agreed that Bohra failed to comply with the following sections of the Code of Ethics:

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,

(b) likely to bring the sector into disrepute or to undermine public confidence in the regulation of registrants under the Act.

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.

It is agreed that Bohra failed to comply with the following section of the General Regulation (O. Reg. 567/05):

Copies of agreements

13.3(2) If a broker or salesperson represents a client who enters into a written agreement that deals with the conveyance of an interest in real estate, the broker or salesperson shall use best efforts to deliver a copy of the agreement to the brokerage that employs the broker or salesperson as soon as possible after the agreement is entered into.

AGREED PENALTY

The Respondent, Bohra, understands and agrees to the following penalty:

1. Bohra will pay a fine of $6,500.00 payable within **6 months** after the date of the Decision of the Discipline Committee on this matter, including $1,500.00 within **30 days** after the date of the Decision of the Discipline Committee on this matter.

2. Bohra will successfully complete the *RECO CE Introduction to TRESA* educational course not later than three **3 months** after the date of the Decision of the Discipline Committee on this matter. Bohra will provide proof of completion to RECO within **30 days** of completion of the course.

Respondent acknowledgements:

1. I, Mansi Bohra (registered as Pearl Bohra), acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.

2. I, Mansi Bohra (registered as Pearl Bohra), acknowledge my right to seek legal counsel in this matter before signing this agreement.

3. I, Mansi Bohra (registered as Pearl Bohra), 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 1, 2(b), and 9(1) of the *TRESA 2002* Code of Ethics; Section 13.3(2) of the General Regulation; and Sections 31(1) and 31(2) of the Act. 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. BOHRA, Mansi (registered as BOHRA, Pearl) will pay a fine of $6,500.00 payable within 6 months after the date of the Decision of the Discipline Committee on this matter, including $1,500.00 within 30 days after the date of the Decision of the Discipline Committee on this matter.

2. BOHRA, Mansi (registered as BOHRA, Pearl) will successfully complete the RECO *"CE Introduction to TRESA"* course not later than three 3 months after the date of the Decision of the Discipline Committee on this matter and provide proof of completion to RECO within 30 days of completion of the course.

Released: November 10, 2026