

## Resolved Complaints

Under certain circumstances, the Registrar may attempt to resolve a complaint between the parties. RECO does not have the authority to impose a resolution to monetary or contractual disputes, or to assess or award damages. Any exchange of money mentioned in the following summaries was agreed upon voluntarily by the complainant and respondent.

**Complainant:** Seller  
**Respondent:** Sales Representative  
Date of Release: December 4, 2018

**Summary:**

- The sales representative failed to appear for a showing appointment.

**Agreement:**

- The sales representative provided a letter of apology to the seller.

**Complainant:** Seller's Representative  
**Respondent:** Buyer's Representative  
Date of Release: December 5, 2018

**Summary:**

- The buyer's representative contacted the seller directly and made inquiries about their property.
- The seller directed the buyer's representative to contact the seller's representative about the property.

**Agreement:**

- The buyer's representative apologized the seller and the seller's representative.

**Complainant:** Seller  
**Respondent:** Seller's Representative  
Date of Release: December 7, 2018

**Summary:**

- The seller and the brokerage terminated their listing agreement.
- The seller's representative sent a bill to the seller for third party services provided during the listing period.
- The seller had not entered into an agreement to pay for the services.

**Agreement:**

- The seller's representative agreed that they would not pursue payment for the third party services.

**Complainant:** Buyer  
**Respondent:** Seller's Representative  
**Date of Release:** December 18, 2019

**Summary:**

- After completion of the transaction, the seller's representative failed to remove their sign or lockbox.

**Agreement:**

- The seller's representative agreed to remove the sign and lockbox immediately.

**Complainant:** Buyer  
**Respondent:** Seller's Representative  
**Date of Release:** December 19, 2018

**Summary:**

- The buyer was unwilling to accept the home after it suffered damage due to a flooded basement. The sale fell through.
- The buyer requested that his \$10,000 deposit be returned.
- The seller's representative denied the request.

**Agreement:**

- The seller consented to return the \$10,000 deposit to the buyer.

**Complainant:** Seller's Representative  
**Respondent:** Buyer's Representative  
**Date of Release:** December 27, 2018

**Summary:**

- The buyer's representative attended the property 15 minutes earlier than the scheduled time.

**Agreement:**

- The buyer's representative apologized for the error.

**Complainant:** Landlord  
**Respondent:** Seller's Representative  
**Date of Release:** January 17, 2019

**Summary:**

- The seller's representative entered the rental unit and posted pictures of the tenant's personal belongings without their permission.
- The case went before the Landlord and Tenant Board.
- The landlord was found at fault and had to compensate the tenant.

**Agreement:**

- The seller's representative removed the photos and agreed to pay the landlord for the costs incurred at the tribunal.

**Complainant:** Seller  
**Respondent:** Seller's Representative  
**Date of Release:** January 18, 2019

**Summary:**

- The sellers reduced the price of the property because the seller's representative promised to pay for a fence.
- The sellers purchased a property through another brokerage.
- The seller's representative refused to honor the promise to pay for the fence.

**Agreement:**

- The seller's representative made the payment as promised.

**Complainant:** Seller's representative  
**Respondent:** Buyer's representative  
**Date of Release:** January 22, 2019

**Summary:**

- The buyer's representative failed to appear for a showing appointment.

**Agreement:**

- The buyer's representative provided a letter of apology to the seller.

**Complainant:** Seller  
**Respondent:** Buyer's representative  
**Date of Release:** February 7, 2019

**Summary:**

- The seller felt that the buyer's representative was unprofessional in handling the offer negotiations and communications.

**Agreement:**

- The buyer's representative apologized and agreed to handle transactions more professionally in the future.

**Complainant:** Buyer  
**Respondent:** Salesperson  
**Date of Release:** February 26, 2019

**Summary:**

- The salesperson provided real estate services to the buyer over an extended period.
- The buyer did not enter into a buyer representation agreement with the brokerage.
- The buyer subsequently chose to enter into a transaction without involving the salesperson.
- The salesperson sent the consumer a bill for their services.

**Agreement:**

- The salesperson agreed that she would not pursue payment, as there was no agreement outlining the services that she would provide and the cost that the buyer would pay.

**Complainant:** Seller  
**Respondent:** Seller's Representative  
**Date of Release:** February 28, 2019

**Summary:**

- The seller's representative failed to take steps to confirm prior to listing that the property had deeded legal access.
- The subject property could only be accessed through a right of way.
- The seller had to pay \$6,000 to obtain legal access and as a result closing was delayed.

**Agreement:**

- The respondent agreed to compensate the sellers \$6,000.

**Complainant:** Seller  
**Respondent:** Seller's Representative  
**Date of Release:** February 28, 2019

**Summary:**

- The subject property had a tenant.
- The seller's representative did not give the tenant adequate notice prior to showing appointments.
- As a result, the seller was fined \$1,500 by the Landlord and Tenant Board.

**Agreement:**

- The seller's representative agreed to cover the cost of the fine.

**Complainant:** Seller  
**Respondent:** Seller's representative  
**Date of Release:** March 8, 2019

**Summary:**

- The seller wanted to be released from their listing agreement.

**Agreement:**

- The brokerage agreed to refer the seller to another brokerage.

**Complainant:** Home Staging Company Representative  
**Respondent:** Seller's Representative  
**Date of Release:** March 12, 2019

**Summary:**

- The seller's representative hired a home staging company. An argument arose between the parties, related to payment.
- Harsh words were later exchanged via email.

**Agreement:**

- The seller's representative apologized to the complainant for the use of unprofessional language.
- The parties agreed to communicate with each other in a professional manner in the future.

**Complainant:** Seller  
**Respondent:** Buyer's Representative  
**Date of Release:** March 12, 2019

**Summary:**

- The buyer's representative left the door open after a showing
- The buyer's representative acknowledged that the key was stiff and that there were problems closing the door, but believed the door was properly closed.

**Agreement:**

- The buyer's representative apologized to the seller and sent a gift card.

**Complainant:** Consumer  
**Respondent:** Seller's Representative  
**Date of Release:** March 26, 2019

**Summary:**

- The consumer attended an open house being hosted by the seller's representative.
- The seller's representative would not allow the consumer without presenting identification.
- This led to an argument.

**Agreement:**

- The seller's representative acknowledged his unprofessional conduct in the interaction.
- The written acknowledgement from the seller's representative will remain in his permanent record with RECO and can be referenced if a complaint of a similar nature is received by RECO in the future.

**Complainant:** Seller's representative  
**Respondent:** Sales representative  
**Date of Release:** April 17, 2019

**Summary:**

- The respondent entered the property outside of his appointment time and set off the alarm. The seller was charged for the false alarm by the security company.

**Agreement:**

- The respondent compensated the sellers for the fee they were charged as a result of the alarm.

**Complainant:** Buyer  
**Respondent:** Buyer and Seller Representatives  
**Date of Release:** April 29, 2019

**Summary:**

- The seller's representative advertised that the property had "deeded water access."
- In fact, the water access is public.
- The buyer's representative also failed to confirm this detail in the listing.

**Agreement:**

- The respondents compensated the buyer \$3,000 for the error.

**Complainant:** Buyer  
**Respondent:** Buyer and Seller Representatives  
**Date of Release:** May 7, 2019

**Summary:**

- The buyer received incorrect information from the respondents regarding the typical cost for the home's property taxes.

**Agreement:**

- The respondents agreed to pay the buyer for the difference in the buyer's property taxes for the next five years.

**Complainant:** Seller  
**Respondent:** Broker of Record  
**Date of Release:** May 7, 2019

**Summary:**

- The Broker of Record represented the buyer and the seller.
- The Broker of Record failed to obtain the details of the rental agreement for the water softener.
- After the trade closed, the buyer received invoices for the water softener unit, refused to pay, and threatened the seller with a lawsuit.
- The seller paid for the water softener unit and requested reimbursement from the Broker of Record.

**Agreement:**

- The Broker of Record agreed to reimburse the complainant for the cost of the water softener unit.

**Complainant:** Buyer  
**Respondent:** Buyer and Seller's Representatives  
**Date of Release:** May 23, 2019

**Summary:**

- The listing indicated that there was central air conditioning in the property.
- The buyer's representative and the seller's representative failed to verify the presence of central air conditioning.
- Upon completion of the transaction, the buyer realized there was no central air conditioning in the home.

**Agreement:**

- The buyer's and seller's representatives shared the expense of purchasing and installing central air conditioning.

**Complainant:** Tenant  
**Respondent:** Landlord's Representative  
**Date of Release:** May 28, 2019

**Summary:**

- The landlord's representative advertised the commercial space offered for lease as a "turn key business".
- The current tenant wanted to ensure that potential future tenants understood that his business was not offered as part of the lease.

**Agreement:**

- The landlord's representative removed the term from the listing and ensured that all interested parties were made aware that the current tenant's business was not included in the lease.

**Complainant:** Seller Representative  
**Respondent:** Sales Representative  
**Date of Release:** May 31, 2019

**Summary:**

- The respondent spoke with the complainant's seller client and shared opinions on the listing strategy.

**Agreement:**

- The respondent provided an apology to the complainant.