RECO
Real Estate Council of Ontario

File #2024090280

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 -

PATRICIA ANN KENT (registered as TRICIA KENT)

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 2 (a), (b), 8 (1) and 9 (1) of the *TRESA 2002* Code of Ethics.

ORDER: Fine of $20,000.00 payable to RECO not later than 12 months after the date of the Decision of the Discipline Committee: November 4, 2027

Successful completion of the *"RECO CE FINTRAC"* course not later than 180 days after the date of the Decision of the Discipline Committee and to provide proof of completion to RECO within 60 days of completion of the course.

WRITTEN REASONS: *attached*

Mary Di Felice

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, Patricia Kent ("Kent") was a salesperson at the brokerage Century 21 Choice Realty Inc. ("Choice").
2. Shane Witty and Sarah Bosman (the "Sellers") filed a complaint with RECO regarding the conduct of Kent during the sale of their property located at 777 Bennett Road, Richards Landing, ON (the "Property").
3. On or around April 22, 2024, the Sellers entered into a representation agreement for the sale of the Property with Century 21, with Kent acting as their designated representative.
4. On or around April 23, 2024, Kent placed the Property with an asking price of $649,000 on a local real estate listing service (the "Listing").
5. On or around May 1, 2024, Choice entered into a representation agreement with Kuldeep Singh Otal (the "Buyer") for the purposes of buying a property. The representation agreement was not signed by Kent nor any representative of Choice.
6. On or around May 2, 2024, Kent drafted an unconditional offer on the Property on behalf of the Buyer with a purchase price of $598,000.
7. Kent disclosed to the Sellers that this was multiple representation, confirmed this transaction would be a "double end" via text message, and indicated such on the Confirmation of Co-Operation Form.
8. Kent's subsequent interactions with the Buyer were as follows:
    a) Kent invited the Buyer to an open house for the Property, but they refused, stating that they needed to close in July;
    b) Kent verified the Buyer's identification over a Whatsapp video call;

c) The Buyer provided an Alberta Driver's Licence as proof of identification;

9. Kent conveyed a counter-offer from the Sellers via email to the Buyer, with a purchase price of $620,000. The Buyer responded via email and declined, stating that they could accept a purchase price of $605,000.

10. Kent emailed the Buyer and stated "*If I can convince them to take this offer would you be able to increase your deposit…my clients were a bit nervous about the long closing date*".

11. The Buyer advised Kent that he could provide a $10,000 deposit (the "Deposit").

12. On or around May 2, 2024, the Sellers and Buyer executed an Agreement of Purchase and Sale (the "First APS") for the Property which included a purchase price of $605,000, a $10,000 deposit, and a transaction completion date of July 31, 2024.

13. Pursuant to the First APS, the Buyer was to send the Deposit to Choice within 24 hours of acceptance.

14. On or around May 3, 2024, Kent emailed the Buyer to ask for the Deposit. The Buyer responded and advised it would be sent that day.

15. On or around May 7, 2024, the Buyer emailed Kent, asking if he could pay the Deposit using a credit card. Kent responded that this was not possible.

16. Kent sent a text message to the Sellers stating "*I told him you guys will not accept a deposit past today and the deal will be dead*".

17. On or around May 16, 2024, the Deposit had still not been received by Choice, and Kent notified the Buyer's lawyer that no deposit was given and the APS was null and void.

18. On or around May 21, 2024, the Buyer returned with a revived and increased offer to purchase the Property for $625,000.

19. On or around May 21, 2024, the Sellers and Buyer executed a second Agreement of Purchase and Sale (the "Second APS") for the Property which included a purchase price of $625,000, a $10,000 deposit, and a transaction completion date of July 31, 2024.

20. Pursuant to the Second APS, the Buyer was to send the Deposit to Choice within 24 hours of acceptance.

21. On or around May 22, 2024, Kent received a Bank of Montreal EFT Payment receipt for the Deposit from the Buyer with Choice listed as the payee. Kent informed the Sellers that the Deposit had been received.

22. On or around May 28, 2024, Kent learned from Choice's staff that the Deposit had not actually been received by Choice.

23. On or around May 28, 2024, Kent emailed the Buyer to ask if the Deposit was sent correctly. The Buyer responded that they would check with their bank.

24. From around May 28, 2024, to July 24, 2024, Kent continued to follow up with the Buyer via email about the Deposit. The Deposit was not received by Choice during this time.

25. Kent did not inform the Sellers at the earliest practicable opportunity that the Deposit had not been deposited into Choice's trust account.

26. On or around May 31, 2024, the Sellers entered into a buyer representation agreement with Choice for the purposes of purchasing a property. Neither Kent nor any other representative of Choice signed the representation agreement.

27. On or around May 31, 2024, the Sellers purchased a property located in St. Joseph, ON (the "New Property"). An Agreement of Purchase and Sale was executed between the Sellers and Buyer B for a purchase price of $229,000 and a transaction completion date of July 31, 2024. Kent represented the Sellers for the purchase of the New Property.

28. On or around June 26, 2024, Kent notified the Sellers that the deposit funds had not yet been received by Choice but implied it was likely a banking error as the deposit receipt had been provided by the Buyer.

29. On June 27, 2024, the Sellers' lawyer sent a letter to the Buyer's lawyer, requesting payment of the Deposit.

30. Further requests from the Sellers' lawyer to the Buyer's lawyer requesting payment of the Deposit were made on:

    a) July 2, 2024;

    b) July 3, 2024; and

    c) July 11, 2024

31. On or around July 26, 2024, the Sellers' lawyer received a TD Bank wire payment receipt for the Deposit from the Buyer indicating he had paid the Deposit to the Sellers' lawyer's trust account. However, as of July 29, 2024, the Deposit had not been received by the Sellers' lawyer.

32. On or around August 2, 2024, as the Deposit had still not been received by the Sellers' lawyer, Kent advised the Sellers to re-list the Property as soon as possible.

33. Kent advised the Sellers that they could sue the Buyer for any possible difference in the sale price plus costs, and that if she double-ended the transaction, she would forego getting paid her commission until the Sellers received payment from their action against the Buyer.

34. On or around August 7, 2024, the Property was re-listed on a local listing board with an asking price of $599,900.

35. On or around August 26, 2024, the Sellers executed an Agreement of Purchase and Sale for the Property with a purchase price of $525,000 and a transaction completion date of September 10, 2024.

36. The Sellers had obtained bridge financing of $14,000 for the purchase of the New Property on June 28, 2025.

37. The terms and length of the bridge financing was beyond what the Sellers had reasonably been prepared for.

SUMMARY OF AGREEMENTS

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

A. Kent failed to advise the Sellers as soon as practicable that the Buyer's Deposit for the Second APS had not been deposited into Choice's trust account, contrary to sections 2 as it relates to unprofessionalism only, and 8 and 9 of the Code of Ethics, O. Reg. 365/22.

B. Kent failed to take appropriate steps to adequately verify the Buyer's identity, contrary to sections 8 & 9 of the Code of Ethics, O. Reg. 365/22.

C. Kent acted contrary to an existing client's best interest by engaging in multiple representation before receiving the existing clients written consent, contrary to sections 2 as it relates to unprofessionalism only, and 8 of the Code of Ethics, O. Reg. 365/22.

It is agreed that Kent 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.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **$20,000.00** on or before **12 months** after the date of the Decision of the Discipline Committee in this matter.

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

Course Title (Provider)	**Completion date**
RECO CE FINTRAC Course	not later than **180 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) and 9 (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. KENT, Patricia Ann (registered as KENT, Tricia) is ordered to pay a fine of $20,00.00 not later than twelve 12 months after the date of the Decision of the Discipline Committee.

2. KENT, Patricia Ann (registered as KENT, Tricia) is ordered to successfully complete *"RECO CE FINTRAC"* course not later than 180 days after the date of the Decision of the Discipline Committee and to provide proof of completion to RECO within 60 days of completion of the course.

Released: November 4, 2026