

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's Representative
Respondent: Buyer's Representative
Date of Release: September 3, 2019

Summary:

- The buyer's representative did not show up for the scheduled appointment, nor did they call to cancel or reschedule.

Agreement:

- The buyer's representative acknowledged that he should have called earlier and cancelled the appointment and provided an apology letter to the seller's representative.

Complainant: Tenant
Respondent: Tenant's Representative
Date of Release: September 27, 2019

Summary:

- The tenant signed a rental application and provided a deposit cheque.
- The terms of agreement were never signed.
- The tenant had to find another property due to the delays in renting the subject property.

Agreement:

- The tenant's representative apologized for the delay and returned the deposit.

Complainant: Seller
Respondent: Seller's Representative
Date of Release: September 27, 2019

Summary:

- The seller listed the subject property seven years ago, however it was still appearing on the seller's representative's website.

Agreement:

- The seller's representative removed the subject property once notified.

Complainant: Seller
Respondent: Buyer's Representative
Date of Release: October 24, 2019

Summary:

- The buyer's representative did not show up for the scheduled appointment and cancelled the appointment after the time had passed.

Agreement:

- The buyer's representative acknowledged that she should have cancelled the appointment ahead of time and provided an apology letter to the seller.

Complainant: Seller's Representative
Respondent: Buyer's Representative
Date of Release: October 28, 2019

Summary:

- The seller's representative was upset because the buyer banged on a wall, causing the dry wall to collapse, as the buyer's representative stood next to her client and did not react.
- The buyer's representative states that there was already a crack in the drywall and when the buyer touched the wall, it crumbled.

Agreement:

- The buyer's representative apologized for her client's conduct.

Complainant: Neighbour
Respondent: Seller's Representative
Date of Release: October 28, 2019

Summary:

- The neighbour had issues regarding the neighbouring property being advertised under Commercial Zoning, but it is rural as per the township.

Agreement:

- The neighbour was advised that the documents and information submitted by the seller's representative did not substantiate any breach of code and the property was never advertised under commercial zoning.
- The file was closed.

Complainant: Buyer's Representative
Respondent: Seller's Representative
Date of Release: October 31, 2019

Summary:

- The buyer's representative submitted an offer that contained a condition with an irrevocable of "five business days."
- The seller's representative did not ensure that there was a mutual understanding of when the irrevocable period would be over.

Agreement:

- Both representatives were educated on their obligations and error in this situation and agreed to insert specific dates and times to terms and conditions within an agreement in the future.
- Both parties agreed they shared responsibility for not ensuring that there was an agreement between the two parties. The matter was closed with no further action.