
**IN THE MATTER OF A DISCIPLINE PROCEEDING HELD PURSUANT TO THE
*TRUST IN REAL ESTATE SERVICES ACT, 2022***

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

TRISHIA LEIGH TODD (registered as TRISH TODD)

DISCIPLINE DECISION AND REASONS FOR DECISION

Subject to Rule 4.02 of the Discipline and Appeals 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 5(a)(b), 9(1)(2) of the *TRESA 2002* Code of Ethics and Section 37 of the Act.

ORDER: Fine of \$9,000.00 payable to RECO not later than six (6) months after the date of the Decision of the Discipline Committee on this matter: September 4, 2026

Successful completion of the “*Introduction to TRESA*” course and provide proof of completion to RECO not later than six (6) months after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion to RECO within 60 days of completion of the course.

WRITTEN REASONS: *attached*

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, Trishia Leigh Todd, registered as Trish Todd ("**Todd**"), was employed as a broker at Brokerage A (the "**Sellers' Brokerage**").
2. At all relevant times, Seller A and Seller B were (the "**Sellers**") of the subject property located at 1-A Road in Little Britain, Kawartha Lakes, Ontario (the "**Property**").
3. At all relevant times, Buyer A (the "**Complainant**"), along with Buyer B (collectively, the "**Buyers**") were the buyers of the Property.
4. At all relevant times, Representative A was the representative for the Buyers, (the "**Buyers' Representative**").
5. On or about May 30, 2023, the Sellers' Brokerage entered into a representation agreement with the Sellers, with Todd acting as the Sellers' primary representative, (the "**Sellers' Representative**"), to offer the Property for sale at a price of \$1,150,000.
6. In or around June 2023, Todd prepared the listing of the Property. On a property information form for a local real estate board listing service, the water source was marked as "drilled well" from a selection of options.
7. Todd obtained the information regarding the water source from the Sellers.
8. On or about July 27, 2023, at the request of the Sellers, Todd cancelled the first listing and relisted the property for sale for the price of \$999,900. The revised property information form contained the same information with respect to the water source.
9. On or about September 30, 2023, the Buyers and the Buyers' Representative

attended a showing at the Property.

10. On or about October 29, 2023, the Buyers' Representative submitted an offer to purchase the Property on behalf of the Buyers, in the amount of \$800,000 (the "**First Offer**"). The First Offer initially contained conditions for financing, home inspection and insurance, which were struck out and initialed by the Buyers prior to submission of the First Offer, since the Buyers were planning to renovate.
11. On or about October 30, 2023, the Sellers provided a counteroffer to the First Offer, in the amount of \$875,000.
12. The Buyers declined to proceed with purchase of the Property.
13. On or about February 9, 2024, the Sellers engaged the Sellers' Brokerage to relist the Property for the price of \$849,000, with Todd, as the Sellers' Representative. Todd completed another property information form and again, Todd indicated that the Property's water supply was "drilled well".
14. On or about February 9, 2024, the Buyers' Representative submitted an offer on behalf of the Buyers for the Property for \$800,000 (the "**Second Offer**"). The Second Offer initially contained conditions for financing, home inspection and insurance, which again were struck out and initialed by the Buyers prior to submission of the Second Offer.
15. Included in Schedule "A" of the Agreement of Purchase and Sale was a condition that stated, "The Seller represents and warrants that there is potable water supply from the well located on and servicing the subject property for normal household use."
16. On or about February 9, 2024, the Sellers accepted the Second Offer. The agreed completion date was May 15, 2024.
17. On or about March 28, 2024, the Buyers and the Buyers' Representative attended the Property as a permitted revisit, during which the Buyers and the Buyers' Representative noted that the well appeared to be a dug well with a large cement head rather than a drilled well, as stated in the Property information on the local real estate board listing service.
18. On or about April 2, 2024, the Buyers' Representative sent an email to Todd inquiring about the type of well on the Property. The Buyers' Representative stated that the only well that they noted on the Property was a dug well at the front of the Property under the wishing well. The Buyers' Representative requested Todd clarify whether there

was also a drilled well on the Property as stated in the listing.

19. On or about April 3, 2024, Todd sent an email to the Buyers' Representative explaining the well. Todd stated:

"My clients felt it was a drilled well, then when I asked again today more questions they said it was drilled with a bore. I said well then a bored well is a dug well without a casing and cap. They said they have all the documentation and they are going to find it and bring it to the cottage. Therefore the listing is correct."

20. On or about April 8, 2024, Todd investigated the concern raised by the Buyers' Representative regarding the well and provided the Buyers' Representative with a copy of the receipt from the installation of the well in 1985. The receipt, dated September 20, 1985, noted that the well was a "bore well".

21. On or about April 22, 2024, Public Health Ontario provided the Buyers' Representative with the results of the bacteriological analysis of drinking water, noting that the results were negative with no evidence of fecal contamination.

22. On or about May 15, 2024, an extension to the closing date of the transaction was agreed to by the parties.

23. On or about May 24, 2024, the Buyers closed in protest.

24. In Todd's response to RECO following the complaint, Todd stated that upon being notified that the well appeared to be a bored well rather than a drilled well, Todd contacted the Sellers. The Sellers informed Todd that the well was a bored well drilled with a boring tool. Todd stated that she explained to the Sellers that there is a difference between a dug well, bored well, and drilled well and that the listing stated drilled well as per their instructions on the three seller representation agreements for the Property.

25. The Buyers initiated legal proceedings against Todd and the Sellers' Brokerage for the misrepresentation of the nature and source of water supply for the Property.

SUMMARY OF AGREEMENTS

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

- A. Todd failed to take reasonable steps to verify the nature and source of the Property's water supply conveyed in the listing, therefore advertising incorrect and misleading information, contrary to section 37 of the Act and sections 5 and 9 of the Code of Ethics

It is agreed that Todd failed to comply with the following sections of the Act:

False advertising

37. No registrant shall make false, misleading or deceptive statements in any advertisement, circular, pamphlet or material published by any means relating to trading in real estate.

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

Misrepresentation, etc.

5. In carrying on business, a registrant,
- (a) shall make best efforts to ensure that any representations are accurate and are not misleading; and
 - (b) shall not engage in or be a party to misrepresentation or any unethical practice.

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.

(2) Subject to section 10, in carrying on business, a registrant shall demonstrate reasonable knowledge, skill, judgment and competence in providing opinions, advice, assistance or information to any person.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$9,000.00** not later than **6 months** after the date of the Decision of the Discipline Committee on this matter.

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

Course Title (Provider)	Completion date
Introduction to TRESA	Not later than 6 months 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 acknowledgments:

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 5(a)(b), 9(1)(2) of the *TRESA 2002* Code of Ethics and section 37 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. TODD, Trishia Leigh (registered as TODD, Trish) is ordered to pay a fine in the amount of \$9,000.00, payable to RECO, not later than 6 months after the date of the Decision of the Discipline Committee on this matter.
2. TODD, Trishia Leigh (registered as TODD, Trish) is ordered to successfully complete the “*Introduction to TRESA*” course not later than 6 months after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion to RECO within 60 days of completion of the course.

Released: March 4, 2026