
**IN THE MATTER OF A DISCIPLINE PROCEEDING HELD PURSUANT TO THE
REAL ESTATE AND BUSINESS BROKERS ACT, 2002, S.O. 2002, c. 30, Sch. C**

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

ABHAI SINGH BHULLAR

DISCIPLINE DECISION AND REASONS FOR DECISION

Subject to Rule 4.02 of the Discipline and Appeals Committee Rules of Practice (*REBBA 2002*), I, the Chair of the Discipline Committee (*REBBA 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(1), 3, 4, 5, 6(1), 10(1)(2), 13, 16, 27(1)(a) and 38 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$13,000.00 payable to RECO with \$2,000.00 due and payable not later than 60 days after the date of the Decision of the Discipline Committee on this matter, and with \$1,000.00 payable each month thereafter due on the monthly anniversary of the date of the Decision of the Discipline Committee until the total fine amount is satisfied: May 8, 2027.

Successful completion of “*Updated Course – Professional Practice – Representing a Seller Client*” course or program not later than 180 days 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:

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 (*REBBA 2002*).

The Agreed Statement of Facts and Penalty read:

AGREED STATEMENT OF FACTS AND PENALTY

It is agreed as follows:

1. Abhai Singh Bhullar (“Bhullar”) was initially registered as a salesperson and subsequently registered as a broker under the *Real Estate and Business Brokers Act, 2002* (“Act”), and is currently registered under the *Trust in Real Estate Services Act, 2002*.
2. At all relevant times, Bhullar was employed at Brokerage A (the “Buyer’s Brokerage”).
3. At all relevant times, Seller A (the “Seller”) was the homeowner and seller of the subject property located at 1-A Street, City A (the “Property”).
4. At all relevant times, Buyer A (the “First Buyer”) entered an unconditional agreement with the seller to buy the Property.
5. At all relevant times, Buyer B (the “Second Buyer”) was an interested buyer in the Property and was represented by the Buyer’s Brokerage.
6. On or about January 20, 2021, the Seller entered into an agreement of purchase and sale (“APS”) to sell the Property to the First Buyer for the price of \$1,500,000 and the transaction was to be completed on December 15, 2021 (“January 20 APS”). The transaction proceeded as a private sale and the Property was never listed for sale on any local real estate board listing service.
7. In or around early April 2021, Bhullar attended the Property as a ‘cold call’ to enquire whether the Seller would be interested in selling the Property. The Seller advised Bhullar that the Seller had already privately sold the Property, to which Bhullar advised that Bhullar’s client would make the Seller a better offer.

8. On or about April 9, 2021, Bhullar returned to the Property with the Second Buyer, where the Seller again advised Bhullar that the Property was sold.
9. On or about April 9, 2021, Bhullar presented the Seller with an offer for \$1,750,000 with a closing date of October 29, 2021 ("April 9 APS").
10. Bhullar counselled the Seller into signing the April 9 APS without explaining that the offer was a binding agreement of purchase and sale and did not immediately provide a copy of the APS or the representation agreement to the Seller. Furthermore, Bhullar did not counsel the Seller to seek advice from a professional.
11. Bhullar indicated on the April 9 APS that he was the Buyer's representative. He also put a check mark by the multi-representation section indicating that Bhullar and the Buyer's Brokerage were acting as the Seller's Brokerage and would list the property for sale. By representing both the buyer and the seller, Bhullar would be entitled to 5% remuneration. However, Bhullar did not prepare or give the Seller a representation agreement, but still treated the Seller as a client, creating implied representation.
12. The April 9 APS contained numerous errors and omissions, specifically:
 - a) The Seller initialed in the sections for both the Buyer and Seller on pages 1-4 and 6-7, without being signed by both parties.
 - b) Bhullar indicated that Bhullar was the Seller's Representative and that Brokerage B, was the Seller's Brokerage without having a representation agreement with the Seller.
 - c) Before pressuring the Seller to sign the APS, Bhullar failed to inform the Seller the types of service alternatives that are available in the circumstances, including a representation agreement, and services that the brokerage would provide under the agreement, according to section 10 of the Code of Ethics.
13. The Seller was unaware that by signing the April 9 APS, the Seller had entered into a contract to sell the Property and that Bhullar intended to proceed with listing the property with implied representation.

14. Once the Seller became aware that the Seller had entered into a contract to sell the Property to the Second Buyer, the Seller attempted to contact Bhullar to correct the situation. Bhullar did not return the Seller's phone calls.
15. On or about April 10, 2021, the Buyer's Brokerage received a deposit from Bhullar for \$50,000 in reference to the Property.
16. On or about October 29, 2021, the closing date for the April 9 APS, neither the Second Buyer or Bhullar had contacted the Seller regarding the closing of the transaction.
17. The transaction subsequently closed based on the terms of the January 20 APS.

SUMMARY OF AGREEMENTS

It is agreed that Bhullar failed to comply with the Code of Ethics (O. Reg. 580/05) as follows:

- A. Bhullar counselled the Seller to enter into a legally binding agreement to sell their property without advising the Seller of the consequences or immediately providing the Seller with a copy of the agreement to review with a professional contrary to sections 3, 6(1), 10(1)(2), 27(1) and 38 of the Code of Ethics.
- B. Bhullar failed to reduce a representation agreement to writing and submit to the Seller for signature, instead claiming that the Seller had entered into a Representation Agreement with Bhullar's brokerage based on implied representation and was owed remuneration without any agreement in writing, providing representation, or other required forms, contrary to section 2 ref. 13, and sections 3, 27(1) and 38 of the Code of Ethics.
- C. Acting under implied representation, Bhullar pressured the Seller into signing an agreement to sell the property despite the Seller already having entered an agreement to sell the property, thereby not providing conscientious service or promoting or protecting the Seller's best interests, contrary to sections 4, 5, 6(1) and 38 of the Code of Ethics.
- D. Bhullar was acting with both the Seller and the Second Buyer as clients, with implied representation for the Seller without authorization to enter a multiple

representation agreement. Bhullar indicated multiple representation on the APS without explaining the fact that the brokerage proposes to represent more than one client in respect of the same trade and the differences between obligations and disclosure of information that the brokerage would provide, contrary to section 16 of the Code of Ethics.

It is agreed that Bhullar failed to comply with the following sections of the Code of Ethics (O. Reg. 580/05):

Brokers and salespersons

2. (1) A broker or salesperson shall not do or omit to do anything that causes the brokerage that employs the broker or salesperson to contravene this Regulation.

Fairness, honesty, etc.

3. A registrant shall treat every person the registrant deals with in the course of a trade in real estate fairly, honestly and with integrity.

Best interests

4. A registrant shall promote and protect the best interests of the registrant's client.

Conscientious and competent service, etc.

5. A registrant shall provide conscientious service to the registrant's clients and customers and shall demonstrate reasonable knowledge, skill, judgment and competence in providing those services.

Providing opinions, etc.

6. (1) A registrant shall demonstrate reasonable knowledge, skill, judgment and competence in providing opinions, advice or information to any person in respect of a trade in real estate.

Information before agreements

10. (1) Before entering into an agreement with a buyer or seller in respect of trading in real estate, a brokerage shall, at the earliest practicable opportunity, inform the buyer or seller of the following:

1. The types of service alternatives that are available in the circumstances, including a representation agreement or another type of agreement.

2. The services that the brokerage would provide under the agreement.

(2) The brokerage shall, at the earliest practicable opportunity and before an offer is made, use the brokerage's best efforts to obtain from the buyer or seller a written acknowledgement that the buyer or seller received all the information referred to in subsection (1).

Seller representation agreements

13. If a brokerage enters into a seller representation agreement with a seller and the agreement is not in writing, the brokerage shall, at the earliest practicable opportunity and before any buyer makes an offer, reduce the agreement to writing, have it signed on behalf of the brokerage and submit it to the seller for signature.

Disclosure before multiple representation

16. A brokerage shall not represent more than one client in respect of the same trade in real estate unless it has disclosed the following matters to the clients or prospective clients at the earliest practicable opportunity:

(1) The fact that the brokerage proposes to represent more than one client in respect of the same trade.

(2) The differences between the obligations the brokerage would have if it represented only one client in respect of the trade and the obligations the brokerage would have if it represented more than one client in respect of the trade, including any differences relating to the disclosure of information or the services that the brokerage would provide.

Written and legible agreements

27. (1) A registrant who represents a client in respect of a trade in real estate shall use the registrant's best efforts to ensure that,

(a) any agreement that deals with the conveyance of an interest in real estate is in writing;

Error, misrepresentation, fraud, etc.

38. A registrant shall use the registrant's best efforts to prevent error, misrepresentation, fraud or any unethical practice in respect of a trade in real estate.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$13,000.00**, with \$2,000.00 due and payable not later than 60 days after the date of the Decision of the Discipline Committee on this matter, and with \$1,000.00 payable each month thereafter due on the monthly anniversary of the date of the Decision of the Discipline Committee until the total fine amount is satisfied.

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

| Course Title (Provider) | Completion date |
|--|--|
| Update Course - Professional Practice - Representing a Seller Client | 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 Agreed Statement was duly signed by the Parties.]

DECISION OF THE CHAIR

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee (*REBBA 2002*) concluded that the Respondent breached Sections 2(1), 3, 4, 5, 6(1), 10(1)(2), 13, 16, 27(1)(a) and 38 of the *REBBA 2002* Code of Ethics. The Chair of the Discipline Committee (*REBBA 2002*) is also in agreement with the joint submission of the Parties as to penalty and accordingly makes the following order:

1. BHULLAR, Abhai Singh is ordered to pay a fine in the amount of \$13,000.00, payable to RECO, with \$2,000.00 due and payable not later than 60 days after the date of the Decision of the Discipline Committee on this matter, and with \$1,000.00 payable each month thereafter due on the monthly anniversary of the date of the Decision of the Discipline Committee until the total fine amount is satisfied.
2. BHULLAR, Abhai Singh is ordered to successfully complete the “*Updated Course – Professional Practice – Representing a Seller Client*” course or program not later than 180 days 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: April 8, 2026