

**IN THE MATTER OF A DISCIPLINE HEARING 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 -**

**DAVID THOMAS DOHERTY**

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**DISCIPLINE DECISION AND REASONS FOR DECISION**

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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:

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**FINDINGS:** In violation of Section 5 of the *REBBA 2002* Code of Ethics.

**ORDER:** Fine of \$2,500.00 payable to RECO not later than four (4) months after the date of the Decision of the Discipline Committee, being July 3, 2025.

Successful completion of RECO MCE Introduction to TRESA course, not later than four (4) months after the date of the Decision of the Discipline Committee, being July 3, 2025; 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. At all relevant times, David Doherty (“Doherty”) was registered as a broker under the *Real Estate and Business Brokers Act, 2002* (“Act”), and who is currently registered under the *Trust in Real Estate Services Act, 2002*.
2. At all relevant times, Doherty was employed at Brokerage A. (“Brokerage A”).
3. Individual A (the “Complainant”) is a buyer who was represented by Brokerage A, with Doherty acting on behalf of Brokerage A.
4. On March 22, 2022, Doherty accompanied the Complainant to a viewing of a property located at Unit 1 – 1-A Street, City A, Ontario (the “Property”). The Complainant liked the Property and instructed Doherty to submit a *bully* offer to purchase the Property. The APS was accepted by all parties on March 22, 2022, with a completion date of April 26, 2022. Representative A was the seller’s representative at Brokerage B.
5. The APS stated that the Complainant would be allowed until 6:00 p.m. on April 14, 2022, to examine the title to the Property.
6. Doherty requested the Status Certificate from Representative A on March 22, 2022, before submitting the Complainant’s offer to Representative A.
7. On March 22, 2022, Representative A provided a Status Certificate to Doherty for another unit in the same building as the Property. It was not the property that was purchased by the Complainant, and Representative A was aware that it was not the Status Certificate for the Property. Doherty was not able to open this Status Certificate and notified Representative A immediately.
8. On March 24, 2022, two (2) days after the Complainant’s offer was accepted, and the purchase became firm and binding, Representative A emailed Doherty another Status Certificate that she claimed was for the Property. In the subject line (or “re” line) of this email, Representative A inserted the address/unit number of the Property, even though the Status Certificate she enclosed was **not** the Status Certificate for the Property and was in fact for a different unit number.
9. Just as with the previous Status Certificate sent by Representative A, Doherty was not able to open and read the second Status Certificate delivered by Representative A on March 24, 2022.

10. Doherty, did, however, immediately forward the email containing the second Status Certificate to the Complainant's real estate lawyer, even though Doherty was not able to read it first.
11. On March 25, 2022, Representative A received the Status Certificate for the Property. At no time did she ever advise Doherty, the Complainant, or the Complainant's lawyer that the Status Certificate she sent on March 24, 2022, was the incorrect Status Certificate, and that it related to the wrong property.
12. It was not until April 25, 2022, that Representative A provided the Status Certificate for the Property to Doherty, only one (1) day before the scheduled completion date for the Property. Representative A failed to deliver the Status Certificate for the Property for an entire month, despite having it in her possession. Representative A only delivered the Status Certificate after Doherty requested it that morning, having received a phone call from the Complainant's lawyer's office that it had not been received.
13. The Complainant advised that on or about November 15, 2023, they received a letter from their Condominium Management Corporation regarding a loan that was taken out on the Property, by the Seller(s), in lieu of a special assessment. The letter advised the Complainant that there was a balance of \$12,649.48 that would become payable on October 1, 2024 –and that there were monthly payments on the loan of \$106.19.
14. The Complainant states that at no time, prior to entering into the APS and/or before the completion of the Property did Representative A disclose and/or make known this outstanding loan that was to become payable on October 1, 2024. Doherty did not become aware of the special assessment loan until November 2023 when the Complainant advised them of same.
15. In or about November 2024, Doherty and Representative A voluntarily compensated the Complainant by paying off the Special Assessment Loan that was the subject to this Complaint.

SUMMARY OF AGREEMENTS

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

- A. Doherty did not confirm that the Status Certificate sent to him from the listing agent Representative A (on March 24, 2022), matched the Unit number indicated on the subject line of Representative A's email, prior to forwarding same to Complainant's lawyer, contrary to section 5 of the Code of Ethics.

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

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.

AGREED PENALTY

**The Respondent understands and agrees to the following penalty:**

To pay a fine of **\$2,500.00** not later than four months after the date of the Decision of the Discipline Committee.

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

<b>Course Title (Provider)</b>	<b>Completion date</b>
MCE Introduction to TRESA	not later than <b>four (4)</b> months after the date of the Decision of the Discipline Committee

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 (*REBBA 2002*) concluded that the Respondent breached Section 5 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. DAVID THOMAS DOHERTY is Ordered a Fine of \$2,500.00 payable to RECO not later than four (4) months after the date of the Decision of the Discipline Committee.

2. DAVID THOMAS DOHERTY is Ordered to successfully complete RECO MCE Introduction to TRESA not later than four (4) months 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 courses.

*[Released: March 4, 2025]*