
**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 -

ANGELIKA ZAMMIT

DISCIPLINE DECISION AND REASONS FOR DECISION

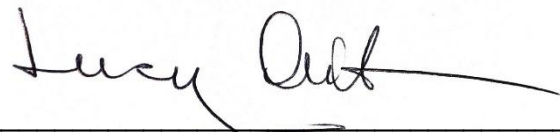
Subject to Rule 4.02 of the Discipline Committee Rules of Practice (*TRESA 2002*), I, the Chair of the Discipline Committee (*TRESA 2002*) have reviewed and considered the Agreed Statement of Facts and Penalty together with the Waiver of Hearing submitted by the Parties to this proceeding and provide 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 \$8,000.00 payable to RECO on or before four (4) months after the date of the Decision of the Discipline Committee in this matter: January 25, 2027

Successful completion of the “*Introduction to TRESA*” course and provide proof of completion to RECO 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: *attached*



Lucy Aita
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, Zammit was employed at the brokerage Right at Home Realty Brokerage ("**Right At Home**").
2. At all relevant times, Zammit represented Margaret and Brian Neale (the "**Buyers**").
3. At all relevant times, Thomas Elltoft ("**Elltoft**") was employed at the brokerage Niagara-On-The-Lake Realty (1994) Ltd. Brokerage ("**NOTL Realty**").
4. At all relevant times, Elltoft represented Greg Donohue (the "**Seller**") during the sale of 282 Gate Street, Niagara on the Lake ("**Gate Street Property**").
5. At all relevant times, Elltoft was the Seller's representative for the Gate Street Property.
6. Elltoft has filed a complaint with RECO regarding the conduct of Zammit during the Buyers purchase of the Gate Street Property.

October 23, 2024

7. Zammit, on behalf of the Buyers scheduled viewing appointments for both the Gate Street Property, and 310 Simcoe Street, Niagara on the Lake ("**Simcoe Street Property**").
8. At approximately 3:40 p.m., the Buyers and Zammit completed their viewing of the Simcoe Street Property.
9. Although the Buyers and Zammit had scheduled a viewing appointment for the Gate Street Property, they did not attend the Gate Street Property on October 23, 2024.
10. Zammit called her assistant, Kirstyn Sugden (the "**Assistant**") and said, "we're doing an offer on the property". Zammit did not specify the property in question to the Assistant.
11. The Assistant is not a registrant.

12. At approximately 3:50 p.m., the Assistant emailed Zammit an offer for the Gate Street Property (the “**Gate Street Offer**”). In the body of the email, the Assistant wrote “Please review the attached”.
13. The Gate Street Offer was unconditional and included a purchase price of \$1,275,000 with a \$100,000 deposit, and a closing date of April 30, 2025. Further, the Gate Street Offer was irrevocable by the Buyers until October 24, 2024, at 9:00 a.m.
14. The Gate Street Offer, prepared by the Assistant, contained all the information pertinent to the Gate Street Property, including the address, and Elltoft and NOTL Realty’s details.
15. At 4:05 p.m. and 4:10 p.m., the Gate Street Offer was signed by the Buyers.
16. At 4:12 p.m., the Gate Street Offer was signed by Zammit.
17. At 4:14 p.m., the Assistant emailed the signed Gate Street Offer to Elltoft.
18. At 4:24 p.m., Elltoft emailed the signed Gate Street Offer to the Seller.
19. At 4:30 p.m., Elltoft texted the Seller, advising that he had just sent an unconditional offer for the Gate Street Property to him.
20. At 4:42 p.m., Zammit texted Elltoft, notifying him that the Gate Street Offer had been sent in error. Elltoft responded that the Gate Street Offer had already been sent to the Seller.
21. At 2:23 p.m., PDT the Seller accepted the Gate Street Offer.
 - The Seller was in Dubai at the time. Dubai is 8 hours ahead of Ontario
22. Zammit advised the Buyers that the Gate Street Offer had been incorrectly submitted to Elltoft.
23. The Buyers told Zammit to “do the right offer”.
24. Zammit advised the Buyers that the Gate Street Offer could still be accepted, but the Buyers advised Zammit to proceed with an offer for the Simcoe Street Property as they did not want the Gate Street Property.
25. At around 5:27 p.m. and 5:29 p.m., the Buyers signed an irrevocable and unconditional offer for the Simcoe Street Property (the “**Simcoe Offer**”).
26. At 5:57 p.m., Elltoft emailed the accepted Gate Street Offer to Zammit.

October 24, 2024

27. At 9:32 a.m., Elltoft emailed the Assistant deposit instructions pursuant to the Gate Street Offer and requested an acknowledged copy of the accepted Gate Street Offer.

28. At 9:36 a.m. and 9:38 a.m., the Buyers signed and submitted an unconditional and irrevocable counter-offer for the Simcoe Property.
29. The Simcoe Street Offer was accepted.
30. At 4:03 p.m., the Assistant responded to Elltoft's email and advised that the Gate Street Offer was rescinded.
31. A deposit for the Gate Street Offer was never received by Elltoft.
32. On February 20, 2025, Zammit provided a written response to RECO and advised as follows:
- The Assistant booked two viewing appointments (for the Gate Street Property and the Simcoe Street Property);
 - Zammit decided not to attend the Gate Street Property appointment (which can be confirmed through the electronic lockbox);
 - The Assistant is unlicensed;
 - The Assistant drafted the offer paperwork and sent it to Zammit for approval;
 - All offers are created by Zammit, or the Assistant creates the document for her approval;
 - The offer was written for the Simcoe Street Property, but had the wrong address for the Gate Street Property;
 - After the Buyers and Zammit approved the offer draft via email on their cellphones, she instructed the Assistant to send the signed offer to the agent on her behalf;
 - Zammit was reading the offer with the Buyers, and they all missed the incorrect address;
 - The offer was incorrectly sent by the Assistant via email to Elltoft at 4:14 p.m.;
 - After realizing the mistake, Zammit texted Elltoft at 4:42 p.m. letting him know the offer was sent in error.
33. On April 7, 2025, the matter was settled through Errors and Omissions insurance between the Buyers, Zammit, Right At Home, and the Seller through a Full and Final Release executed by the Seller on March 22, 2025.
34. On May 23, 2025, Zammit advised a RECO Compliance Officer that she gave the Buyers \$15,000 to assist with their legal costs in dealing with this matter.

SUMMARY OF AGREEMENTS

It is agreed that Zammit failed to comply with the Code of Ethics (O. Reg. 365/22) as follows:

- A. Zammit failed to properly review documents relating to a trade in real estate, resulting in the buyers entering into two simultaneous agreements to purchase different properties, contrary to sections 2, 8(1) and 9(1) of the Code of Ethics, O. Reg. 365/22.

It is agreed that Zammit 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 in 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 **\$8,000.00** on or before **four (4) 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
Introduction to TRESA	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. ZAMMIT, Angelika is ordered to pay a fine in the amount of \$8,000.00, payable to RECO, on or before four (4) months after the date of the Decision of the Discipline Committee in this matter.
2. ZAMMIT, Angelika is ordered to successfully complete the “*Introduction to TRESA*” course 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: September 24, 2026