
**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 -

RAHULKUMAR INDRAVADAN JOSHI (registered as RAHUL JOSHI)

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:

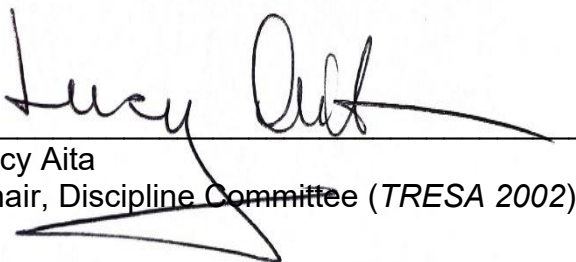
FINDINGS: In violation of Sections 1 and 2(a)(b) of the *TRESA 2002* Code of Ethics.

In violation of Section 22.5(a)(b) of the General Regulation.

ORDER: Fine of \$8,000.00 payable to RECO on or before six (6) months after the date of the Decision of the Discipline Committee in this matter: March 17, 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, Rahul Joshi (“Joshi”) was registered as a salesperson under the *Trust in Real Estate Services Act, 2002* (“Act”) and was employed at the brokerage Century 21 People’s Choice Realty Inc.
2. At all relevant times, Janelle Cotterill (the “Seller’s Agent”) was employed by Coldwell Banker Dawnflight Realty Brokerage (the “Seller’s Brokerage”) and represented the sellers in the sale of 458 Adelaide Street N, London (the “Property”).
3. The Property is a triplex with three individual codes for each unit.
4. The Seller’s Agent has filed a complaint with RECO regarding the conduct of Joshi during a viewing of the Property.

July 10, 2025

5. Joshi had booked an appointment for 3:00-3:30 p.m. to view the Property.
6. The viewing confirmation for the Property included the following note under the instructions –
 - *“All units are tenanted. Although they have been encouraged to leave they may still be in their individual units”.*
7. Following the viewing, a tenant at the Property (the “Tenant”) contacted the Seller’s Agent and advised that only one individual attended the showing and identified himself as a student at Western University (the “Unknown Male”).
8. Video surveillance from a tenant door camera shows the Unknown Male entering the Property by himself at 3:15 p.m., on July 10, 2025. The Unknown Male does not resemble Joshi and appears to be much younger.
9. The Seller’s Agent called, texted, and emailed Joshi to inquire whether he accompanied his client to the viewing. Joshi did not respond to the Seller’s Agent.

10. The Seller's Agent provided the Tenant with a picture of Joshi and asked, "Does this look like the guy who walked through on Wednesday?".
11. The Tenant responded, "No. The guy who came was young...said he was a student at Western".
12. A female tenant also residing at the Property expressed concerns to the Seller's Agent about an unknown male having the code to her unit.
13. On August 19, 2025, Joshi responded to RECO regarding the allegations (in writing) and indicated as follows –
- *He attended the viewing at the Property on July 10, 2025, with his client and his client's wife and son (four people total);*
 - *At the viewing, his client's son attended one part of the Property by himself, and he accompanied the client and client's wife to a different part of the Property;*
 - *The client's son returned and advised them that a tenant was present. The client's wife didn't want to disturb the tenant;*
 - *He was at the showing the whole time and didn't visit the tenant occupied unit because the client's wife was uncomfortable.*

SUMMARY OF AGREEMENTS

It is agreed that Joshi failed to comply with the Code of Ethics (O. Reg. 365/22) and the General Regulation (O. Reg. 567/05) as follows:

- A. Joshi facilitated unauthorized and/or unsupervised access to the Property by providing lockbox codes to a non-registrant and/or failing to be in attendance with their clients at the scheduled Property viewing, without obtaining the consent of the Seller's Brokerage and/or the seller, contrary to sections 1 and 2 of the Code of Ethics, O. Reg. 365/22 and section 22.5 of the General Regulation, O. Reg. 567/05.

It is agreed that Joshi failed to comply with the following sections of the Code of Ethics (O. Reg. 365/22):

Integrity, honesty, good faith, etc.

1. In carrying on business, a registrant shall act with courtesy, honesty, good faith and integrity in relation to every person the registrant deals with.

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 the regulation of registrants under the Act.

It is agreed that Joshi failed to comply with the following sections of the General Regulation (O. Reg. 567/05):

Protection of Property

22.5. In carrying on business, a registrant shall not provide any person with access to real estate unless,

- (a) a registrant is present with the person; or
- (b) the owner of the real estate has consented in writing.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$8,000.00** on or before **six (6) 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.

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 1 and 2(a)(b) of the *TRESA 2002* Code of Ethics and Section 22.5(a)(b) of the General Regulation.

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. JOSHI, Rahulkumar Indravadan, registered as JOSHI, Rahul, is ordered to pay a fine in the amount of \$8,000.00, payable to RECO, on or before six (6) months after the date of the Decision of the Discipline Committee in this matter.
2. JOSHI, Rahulkumar Indravadan, registered as JOSHI, Rahul, 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 17, 2026