
**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 -

MAHMOUD DIB (registered as MIKE DIB)

DISCIPLINE DECISION AND REASONS FNR 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), 2(2), 3, 30, 38 and 39 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$ 12,000.00 payable to RECO on or before September 11, 2025 (on or before 90 days from the date of Decision).

Successful completion of “REIC 2600 Ethics in Business Practice” course and provide RECO with confirmation of successful completion on or before 90 days from the date of Decision. To provide proof of completion to RECO within 60 days of completion of the course.

WRITTEN REASONS: *attached*



Lucy Aita
Chair, Discipline Committee (*REBBA 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 (*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, Mahmoud Dib, registered as Mike Dib (“Dib”) was registered as a salesperson 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, Xhezide Nura, registered as Vera Nura (“Nura”) was registered as salesperson under the Real Estate and Business Brokers Act, 2002 (“Act”) and is currently registered under the *Trust in Real Estate Services Act 2002*.
3. At all relevant times, Dib was employed at the brokerage Royal LePage State Realty (“SR”). Dib is currently employed at another brokerage.
4. At all relevant times, Nura was employed at SR and is currently employed at another brokerage.
5. Dib represented Danica Milojevic (the “Seller”) in the sale of the property known municipally as 44 East 36th Street, Hamilton, Ontario (the “Property”).
6. Nura represented Afet Morina and Ardiana Kluna (the “Buyers”) in the purchase of the Property.
7. Dan Gies (the “Complainant”) is a broker and the manager of SR.

Background

8. At the time of the sale of the Property, both Dib and Nura were employed by SR.
9. On or about February 21, 2023, SR listed the Property for sale with Dib as the seller representative and was placed on the local board listing service (“MLS”).
10. The Property listing was cancelled on or about March 13, 2023, and then relisted on the same date.

11. The Property listing was cancelled again on or about March 24, 2023.
12. On or about May 3, 2023, the Property was sold by the Seller to the Buyers for \$720,000 with a completion date on June 12, 2023.
13. Dib represented the Seller and Nura represented the Buyers in the agreed upon sale of the Property. The sale occurred without the Property being listed on the MLS at the time of sale.
14. On or about May 3, 2023, the deposit of \$20,000.00 was made payable to the Seller directly from the Buyers, as instructed by Dib, in accordance with the agreement of purchase and sale.
15. Upon the sale completion of the Property, a commission of 1% of the sale price, totaling \$7,200.00, was paid to Dib directly by the Seller as remuneration for Dib's role in the transaction.
16. Upon the completion of the sale Property, a commission of 2% of the sale price, totaling \$14,400.00, was paid to Nura directly by the Sellers as remuneration for Nura's role in the transaction.
17. Neither Dib or Nura remitted trade file documentation or related documents to SR for the Property transaction.
18. SR management became aware of the sale and the payments to Dib and Nura when the Complainant received a phone call from a family member of the Seller explaining how Dib and Nura had operated without their brokerage's knowledge and had accepted payments for the sale.

Dib

19. Dib instructed Nura that the \$20,000.00 deposit be made payable directly to the Seller.
20. The remuneration of \$7,200.00 was not processed through SR nor reported to the Complainant Broker Manager.
21. Dib did not submit the required trade file documentation or related documents for the Property transaction to SR.

Nura

22. Nura arranged to have a \$20,000.00 deposit made payable directly to the seller rather than to SR.

23. On May 3, 2023, the Buyers issued a bank draft payable to the order of the Seller, which Nura then delivered to Dib.
24. The remuneration of \$14,400.00 was not processed through SR nor reported to the Complainant Broker Manager.
25. Nura did not submit the required trade file documentation or related documents for the Property transaction to SR.

SUMMARY OF AGREEMENTS

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

- A. Dib failed to notify their employing brokerage about the sale, deposit, and remuneration, contrary to section 3 of the Code of Ethics.
- B. Dib instructed the Buyer's representative to have the deposit paid directly to the Seller and received Code of Ethics.
- C. Dib failed to submit the required trade documents to the brokerage, contrary to sections 2 ref. 30, 38 and 39 of the Code of Ethics.

It is agreed that Dib 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.

(2) Subsection (1) does not apply to a contravention by the brokerage of section 32, 33 or 41.

Business records

30. In addition to the records required by Ontario Regulation 579/05 (Educational) Requirements, Insurance, Records and Other Matters) made under the Act, a brokerage shall make and keep such records as are reasonably required for the conduct of the brokerage's business of trading in real estate.

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.

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.

Unprofessional conduct, etc.

39. A registrant shall not, in the course of trading in real estate, engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming a registrant.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$12,000.00** on or before **90 days from the date of the Decision**.

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

| Course Title (Provider) | Completion date |
|---------------------------------------|--|
| REIC 2600 Ethics in Business Practice | On or before 90 days from the date of the Decision |

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 Sections 2(1), 2(2), 3, 30, 38 and 39 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. DIB, MAHMOUD, registered as DIB, MIKE, is ordered to pay a fine in the amount of \$12,000.00, payable to RECO, on or before 90 days from the date of the Decision.
2. DIB, MAHMOUD, registered as DIB, MIKE, is ordered to successfully complete the “REIC 2600 Ethics in Business Practice” course on or before 90 days from the date of the Decision, and provide proof of completion to RECO within 60 days of completion of the courses.

Released: June 12, 2025