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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

RESPONDENT

DISCIPLINE DECISION AND REASONS FOR DECISION

APPEARANCES:	
For the Registrant:	Representative 1 and Representative 2
For the Real Estate Council of Ontario:	Chantel Marler, paralegal
Heard in Toronto on:	March 18, 2025, and April 10, 2025

FINDINGS:	Not in violation of the Code of Ethics.
WRITTEN REASONS:	*attached*

REASONS FOR DECISION

INTRODUCTION

The Hearing took place on March 18, 2025, and continued April 10, 2025, in the presence of the Respondent (the "Respondent"), [Representative 1] and [Representative 2] ("Respondent's Representatives"). [Council Representative], licensed paralegal, was present representing the Real Estate Council ("Council"). The Panel was comprised of [Chairperson], [Panel Member 1], and [Panel Member 2]. [Legal Counsel] was present as independent legal counsel to the Discipline Panel.

ALLEGATION BY THE REGISTRAR, REBBA 2002

It is alleged by way of an Amended Allegation Statement dated January 20, 2025, that Li failed to comply with the Code of Ethics as follows:

The Respondent failed to take reasonable steps to provide and/or disclose the Status Certificate for [Unit Number, Street Address, City, Province] ("the Property") to the buyer's representative ("Buyer's Agent") upon receipt of the said Status Certificate, contrary to sections 3, 5 and 39 of the Code of Ethics.

It is alleged that Li failed to comply with the following Code of Ethics sections:

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.

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.

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.

EVIDENCE OF THE PARTIES – EXHIBITS

Amended Allegation Statement dated January 20, 2025
Notice of Hearing dated February 5, 2025

RECO – Book of Documents dated December 2, 2024

Respondent's Evidence Brief of March 17, 2025, excluding pages 5 to 14 and 44 to 53, as decided by the Panel on March 18, 2025

Report of Presiding Officer of the Pre-Hearing of Jan 10, 2025, signed on February 4, 2025, issued on February 5, 2025

Email sent by Buyer's agent to Respondent requesting Schedule B, dated April 13, 2022

WITNESSES FOR THE REGISTRAR, REBBA 2002

Buyer – Buyer/Complainant

Buyer's – Selling Agent/Buyer's Representative

WITNESSES FOR THE RESPONDENT

Respondent – Respondent/Listing Agent

PRELIMINARY MATTERS

RECO objected to the Respondent's proposed witness, [Broker of Record], Broker of Record, on the grounds that they had represented the Respondent at the Pre-Hearing in this matter and therefore could not give evidence at the Discipline Hearing. The Respondent's representatives ultimately agreed that they would remain as an observer.

The Respondent's representatives objected to the agent for the buyer ("Buyer's Agent") giving evidence for the Council as they also participated in the Pre-Hearing. The Panel determined that the Buyer's Agent attended the Pre-Trial as a respondent and as such, was allowed to testify at the Hearing

It was agreed by all parties that since the Respondent was represented by two persons, [Representative 1] and [Representative 2], and while both were present at the Discipline Hearing, it was permissible that both represent the Respondent, but it was ordered that only one of the representatives ("Respondent's Representative") address the Panel to avoid any complications or confusion in conducting the examinations, cross-examinations, re-examination and making Submissions.

RECO objected to portions of the Respondent's proposed Evidence Brief on the grounds that some of the contents inappropriately addressed settlement and some portions were irrelevant. The parties were able to narrow down the pages which were subject to objection. The Panel heard Submissions on the pages that were at issue and ordered that the Brief be admitted into evidence with the following redactions: removal of pages 5-14 and 44-53. Some of the excluded documents were determined to be irrelevant dealing with issues not before the Panel and some of the documents discussed the Pre-Hearing and were therefore not properly entered into evidence at the Hearing.

PROSECUTION OPENING STATEMENT

The representative for RECO, started with an overview of the case and set out the following allegations:

The Registrar is alleging a breach of sections 3, 5, and 39 of the Code of Ethics under REBBA 2002.

It is alleged that the Respondent did not treat every person fairly, honestly and with integrity when they allegedly failed to forward the Status Certificate for the Property when it was received.

It is alleged that the Respondent did not provide conscientious and competent service when failing to take reasonable steps to ensure that the Buyer's Agent was in receipt of the Status Certificate for the Property.

Further, it is alleged that the Respondent breached Section 39 of the Code of Ethics as it was unprofessional to withhold the Status Certificate from the Buyer's Agent until the day before closing.

Council Representative asked the Panel to examine the undisputed evidence including the Agreement of Purchase and Sale ("APS") which did not disclose that there were any special assessment amounts that would become due at a later date.

With the assistance of witnesses and testimony, RECO stated that it would clearly show the Panel that the Respondent did not provide the Status Certificate for the Property to the Buyer Agent until April 25, 2022, the day before the scheduled closing of the transaction.

REGISTRANT OPENING STATEMENT

The Respondent's Representative started their Opening Statement by requesting a stay of the Discipline Hearing, stating an objection which was not addressed when given the opportunity at the beginning of this Hearing. When asked, they originally said that there were no preliminary matters and no objections, but in their Opening, stated that the Hearing should not proceed as the Council failed to comply with the 45 Day Notice of Hearing timeframe as set out in Section 45 to 53 of the Regulation.

The Respondent's Representative submitted to the Panel that the Notice of Hearing is dated February 5, 2025, which means that only 41 days' notice was given for the Hearing, which was suggested to be against the Council's own Regulations and directly in violation of the Act, requesting a dismissal of the proceeding.

The Prosecution submitted that the Discipline Hearing date was discussed and agreed upon at the end of the January 10, 2025 Pre-Hearing in this matter (Exhibit 5 - Report of Presiding Officer dated January 10, 2025) and was also scheduled in the presence of [Representative 1] who was the Respondent's representative at the Pre-Hearing.

As the Hearing was scheduled at the Pre-Hearing in the presence of the Respondent and their Representative, and as the date for Hearing was agreed to by all parties and was included in the Pre-Hearing Report, the Panel denied the request for a dismissal of the proceeding.

The Respondent's Representative continued with their Opening Statement and even after the Panel's ruling on the dismissal request, repeated in the Opening Statement finding the Amended Allegation Statement to be unfair as it speculated that the Respondent violated the Rules, and suggested that the Council is violating the Rules. Issues regarding the litigation process and alleged discriminatory procedure were raised.

It was submitted that the Respondent completed her due diligence in regard to the Status Certificate for the Property.

The Respondent's Representative stated that a few hours after the MLS Listing was posted, the Buyer's Agent booked an appointment to show the Property to their Buyer/Client ("Buyer"). Shortly afterwards, the Buyer's Agent informed the Respondent that they wanted to prepare a pre-emptive offer with no conditions to present to the sellers of the Property ("the Sellers") immediately because the Buyer did not want to wait, even though the Status Certificate had been requested by the Respondent but not received yet.

In order to assist the Buyer's Agent, the Respondent checked and found a Status Certificate of another similar unit, Unit [Unit Number B], which was forwarded to the Buyer's Agent, mentioning that this Status Certificate was for another unit and was to be used as general information only until the Status Certificate for the Property was received.

The Status Certificate for Unit [Unit Number B], which the Respondent did not read, but was provided to the Buyer's Agent, had a disclosure of the loan amount under the Special Assessment of the Condominium building. It was submitted that the Buyer's Agent, who was aware that the Status Certificate for the Property was not yet available, obtained the information about a loan amount from the Status Certificate of Unit [Unit Number B] before submitting their offer on the Property, which was eventually sent and accepted on March 22, 2022.

Immediately after receiving the Status Certificate for the Property on March 25, 2022, it was submitted that the Respondent sent the link to the Status Certificate to the Buyer's Agent to access it. The Respondent and the Buyer's Agent continued to have numerous conversations until April 20, 2022, about the parking spot, negotiating over $200 worth of used furniture and the way payment was to be made, but during this time the Buyer's Agent never mentioned an issue with receiving the Status Certificate as sent.

As per the APS, the Buyer's Agent or the buyer’s lawyer had until April 14, 2022, to search title and satisfy themselves regarding the title and the Status Certificate, but the Buyer's Agent never mentioned to the Respondent that the Status Certificate was not received, or that they could not access it via the sent link.

On April 25, 2022, the day before closing, the Buyer's Agent contacted the Respondent and requested the Status Certificate, stating it had not been received. The link to access the Status Certificate had expired as it was valid for 30 days only

Fortunately, the Respondent had downloaded a copy of the Status Certificate before the link expired, enabling them to forward a PDF copy to the Buyer's Agent on April 25, 2022, and the transaction closed on April 26, 2022, as per the APS.

TESTIMONY OF THE WITNESS -BUYER- FOR THE REGISTRAR, REBBA 2002

The Buyer, who works as an electrician, is the Buyer and the Complainant in this matter. They said they initially complained to the Council about a loan obligation that relates to the Property. They stated they were not made aware of this loan obligation by the Buyer's Agent who represented them or the Listing Agent, the Respondent, at the time the Property was purchased.

The Buyer said that they received a Notice by mail on November 15, 2023, from the Property Management informing them that there was a loan related to the Property that needed to be paid in full by October 1, 2024, in the amount of $12,649.48 (Exhibit 3, page 253). They stated making monthly payments in the amount of $106.19 towards this loan amount, which was over and above the monthly maintenance/common expenses payments of $776.00.

The Buyer explained to the Panel that the amount stated in the Notice was their share as a condo owner of the Property. This amount is an expense collected by the condominium for the underground parking lot foundation that needed to be repaired, an assessment loan amount that they were not told about by the Buyer's Agent prior to buying.

The Buyer stated that if they had known about the Special Assessment loan, they would not have made that same offer on the Property but would have negotiated the price to reflect the outstanding amount of the loan.

When [Council Representative] showed the Buyer the APS, the Buyer confirmed being the Buyer named on the document and confirmed the date of the offer and acceptance was March 22, 2022, with a closing date of April 26, 2022.

The Buyer said that although told that the monthly maintenance fee is $776.00, they realized they were paying about $106.00 more but did not question it. When receiving the Notice letter from Property Management in November 2023, they understood why they were paying more than told by the Buyer's Agent at the time of purchase. They expressed concern about the amount of $12,649.48 that had to be paid in full by October 1, 2024, a Special Assessment loan amount that was never disclosed, which prompted contacting the Buyer's Agent and initiating this Council Complaint shortly afterwards.

The Buyer was shown paragraph 13 of the APS and understood this clause to mean that there were no loans or special assessments contemplated by the Condominium Corporation, or legal actions pending by or against or contemplated by the Condominium Corporation, and that this was being confirmed by the Seller in this paragraph. The Buyer said there were no other added clauses in the APS stating that there was a Special Assessment that would become due at a later date.

The Buyer said they do not know whether their lawyer completed the title search on the Property by April 14, 2022, as per paragraph 10 of the APS, and confirmed receiving (either personally or via their lawyer) the Status Certificate for the Property on April 25, 2022, one day before closing.

The Buyer told the Panel that they paid the assessment amount of $12,649.48 on October 1, 2024, as it was their obligation to do so, which created a lot of financial stress. They stated being reimbursed by the Respondent and the Buyer's Agent at a later date.

The Buyer told the Panel that on the advice of their lawyer, who had spoken with the Seller’s lawyer, no legal action was taken against the Seller for this undisclosed Special Assessment

RESPONDENT’S CROSS EXAMINATION OF THE WITNESS -BUYER

The Respondent's Representative asked the Buyer what they understood was the subject of the Complaint filed with the Council. The Buyer said it was the Special Assessment that was never disclosed at the time of purchase

The Buyer stated that after finding out about the Special Assessment, the Respondent talked to the Buyer's Agent and, without knowing the exact amount each contributed, the Buyer received the whole amount of $12,649.48 from the Respondent and the Buyer's Agent.

The Buyer stated being satisfied with this solution which was the subject of the Complaint to the Council. They agreed that they wanted to get reimbursed the amount of the Special Assessment by the two agents, and therefore tried to withdraw the Complaint filed with with RECO.

The Buyer confirmed being represented by the Buyer's Agent in this transaction, and asked the Buyer's Agent to prepare an unconditional offer for the Property on March 22, 2022. The Buyer said this was the first time purchasing a property, and was unaware of the importance of the Status Certificate.

When asked if the Buyer's Agent informed them about having received the Status Certificate for another unit before making the offer to purchase, the Buyer stated that they did not remember.

The Buyer said they did not review the Status Certificate for the other unit, Unit [Unit Number B], sent by the Respondent to the Buyer's Agent before making the offer on the Property. They said they could not open the attachment received, so even if the loan amount was detailed in that document, they never found out about it, receiving the Status Certificate for the Property only a day before closing.

The Buyer stated that they never asked for a Status Certificate, believing it is not their job or responsibility to ask for one, and their lawyer who represented them and closed the real estate transaction never made them aware of any Special Assessment before or after closing. They did not know whether the lawyer ever reviewed the Status Certificate provided by the Respondent.

The Buyer stated discussing the Special Assessment with their lawyer after receiving the Notification Letter from Property Management in November 2023. Their lawyer advised against filing a Small Claims Court case against the Seller as it would not be successful because this loan was disclosed in the Status Certificate for the Property, and it was received.

The Buyer confirmed that from the closing date of April 26, 2022 to November 15, 2023 when receiving the Notification Letter from Property Management regarding the Special Assessment amount of $12,649.48, they were not aware that monthly maintenance fee payments of over $880.00 included $106.00 towards this Special Assessment loan amount in addition to the $776.00 maintenance fee.

RE-EXAMINATION OF THE WITNESS, BUYER, BY THE REGISTRAR, REBBA 2002

It was confirmed by the Buyer that their email to their lawyer located at page 280 of Exhibit #3 confirmed the advice received regarding the Special Assessment disclosed in the Status Certificate, and that this email regarded a civil matter contemplated against the Seller, not the Complaint filed with the Council regarding non-disclosure of the Special Assessment loan amount.

It was confirmed by the Buyer that aside from paragraph 13 on the APS, and prior to signing, there was nothing else to make them believe that there was a Special Assessment loan outstanding.

It was confirmed by Buyer that it was his understanding that there were no specific clauses or conditions that would supersede paragraph 13 on the APS.

The Buyer said they believed the monthly maintenance fee amount was $776.00 as told by the Buyer's Agent and as per the APS, and never thought an extra amount was being paid towards a Special Assessment loan.

TESTIMONY OF THE WITNESS - BUYER'S AGENT- FOR THE REGISTRAR, REBBA 2002

Buyer's Agent stated being the real estate agent who represented the Buyer, and is now 65 years old, having parked their license with [Brokerage] as a semi-retiree

The Buyer's Agent stated that the Buyer received a letter from Property Management approximately 1.5 years after buying the Property, informing them that there was an amount due on October 1, 2024, for a Special Assessment loan for the Property.

The Buyer's Agent identified the March 22, 2022 date on the APS drawn up for the Buyer.

The Buyer's Agent stated speaking to the Respondent during the showing of the Property, informing the Respondent that the Buyer was interested in putting in an offer. They also discussed the Status Certificate, some furniture, and the parking situation with the Respondent, who told them at that time that "the Status Certificate was good".

The Buyer's Agent stated that there were no other additional amounts over and above the common expenses amount of $776.00 described in paragraph 7 of the APS. They also identified paragraph 13 of the APS which stated that the Seller represented and warranted that there were no special assessments contemplated by the Condominium Corporation and no legal actions pending, against, or contemplated by the Condominium Corporation. The clause also stated that the Seller consents to a request for a Status Certificate.

When asked, the Buyer's Agent confirmed that there was no added condition on the APS regarding any request and/or verification by the Buyer or the Buyer's Agent of the Status Certificate in order to be satisfied that the Condominium Corporation is in good standing with no Special Assessment loan, as such condition would have superseded paragraph 13 of the APS signed and accepted on March 22, 2022.

The Buyer's Agent confirmed that on March 22, 2022, prior to submitting the offer on the Property, they received from the Respondent a link for a Status Certificate for another unit to use as a guide as the Status Certificate for the Property was not ready (Exhibit 3, page 24 and Exhibit 4, page 18). However, the document was too large to open, but after talking to the Respondent again, on March 24, 2022 the Respondent emailed another link for that Status Certificate, titled Status Certificate for Unit [Unit Number], but again the file could not be opened, so it was forwarded to the Buyer’s lawyer requesting that they attempt to open it.

The Buyer's Agent stated that on April 25, 2022, one day before closing, they were notified by the Buyer’s lawyer that the Status Certificate for the Property had not been received yet. They contacted the Respondent, who immediately emailed the Status Certificate for the Property in a different format, broken into sections, which was received and forwarded to the Buyer’s lawyer.

The Buyer's Agent said that if they had known that the Status Certificate sent by the Respondent on March 22, 2022 was for another unit, they would not have accepted it.

The Buyer's Agent confirmed that the Respondent did not reach out after signing the APS on March 22, 2022, to confirm receipt of the Status Certificate for the Property..

The Buyer's Agent stated that in November 2023 they received a call from the Buyer informing them of the Management Company letter detailing the Special Assessment loan that had to be paid in full by October 1, 2024, which was the first time they had heard about the loan as well.

The Buyer's Agent told the Panel that after this conversation, they contacted the Buyer's lawyer who also confirmed hearing about this for the first time. They worked together until the end of January 2024 trying unsuccessfully to resolve the issue with the Management Company.

The Buyer's Agent stated that after discussions with the Broker of the [Brokerage] office where they worked, they and the Respondent decided to compensate the Buyer for the entire amount outstanding on the loan.

The Buyer's Agent told the Panel that at the time the Property was bought, the real estate market was very stressful for buyers, and they were asked by the Buyer to prepare an unconditional offer and present it to the Seller before the date set for offers, which was done.

RESPONDENT'S CROSS EXAMINATION OF WITNESS - BUYER'S AGENT

The Buyer's Agent confirmed that as a realtor, they understand the importance of a Status Certificate when buying a condominium, a fact explained in detail to the Buyer, contrary to the Buyer's testimony. When Buyer said that he did not know what a Status Certificate was because this was the first time, he was buying a condominium.

The Buyer's Agent confirmed that the Buyer stated not knowing about the Special Assessment loan until receiving the Management Property letter in November 2023.

The Buyer's Agent confirmed not adding a condition on the APS to receive and verify the Status Certificate for the Property, as the Buyer wanted an unconditional offer presented to the Seller before the date set for offer presentation due to losing previous offers on other properties. On March 22, 2022, after speaking to the Respondent, the Respondent emailed the

Status Certificate for Unit [Unit Number B] prior to offer submission to assist, but it could not be accessed

The Buyer's Agent testified to not knowing about the Special Assessment loan as they were unable to open the link sent on March 24, 2022 titled Status Certificate for Unit [Unit Number]. That email and link were forwarded to the Buyer's lawyer, who later (the day before closing) notified the Buyer's Agent that it contained the incorrect Status Certificate as it was for Unit [Unit Number B]. Thereupon, the correct Status Certificate for the Property was requested from the Respondent, who sent it.

As a realtor and non-lawyer, the Buyer's Agent stated an inability to advise a client regarding the content of a 300-page Status Certificate, which is why it was sent to a lawyer upon receipt.

The Buyer's Agent confirmed submitting an unconditional offer on the Property per the client's instructions, after explaining the importance and consequences of an unconditional offer. The Buyer's Agent testified to not receiving an email from the Respondent on March 25, 2022, with a Conduit link to a Status Certificate. They confirmed not mentioning non-receipt of the correct Status Certificate between March 25, 2022 and April 24, 2022 while communicating with or meeting the Respondent regarding furniture purchases.

The Buyer's Agent confirmed paragraph 13 of the APS as being a declaration given by the Seller and not the Seller's representative, although in their opinion it may implicate the Respondent as the listing agent.

RE-EXAMINATION OF THE WITNESS – BUYER'S AGENT- BY THE REGISTRAR, REBBA 2002

The Buyer's Agent confirmed the dates of the three emails received from the Respondent containing links to Status Certificates as:

March 22, 2022 – Status Certificate for unit #1204, but not able to open/access it March 24, 2022 – Status Certificate titled for unit #1103, but later found out from the Buyer's lawyer to be for #1204, and also not able to open/access it April 24, 2022 – Status Certificate for unit #1103

The Buyer's Agent stated that when asking the Respondent about the status of the Property on the Status Certificate, the Respondent stated "It was good".

The Buyer's Agent stated that real estate agents representing clients must look out for their client's best interests, and if aware of Special Assessment loans, must make the client aware.

The Buyer's Agent confirmed that since no Schedule was included in the APS with conditions regarding the Status Certificate per clause #29, clause #13 stands, meaning the Seller declares no Special Assessment in existence. They testified that if a listing agent is aware of a Special Assessment, it is usually disclosed on the MLS listing.

SCHEDULING OF DAY-2 OF THE DISCIPLINE HEARING

At the end of Day-1 of the Discipline Hearing it was adjourned on consent to continue on April 10, 2025.

The Respondent's Representative requested to continue the Hearing in-person rather than virtually, suggesting the Respondent would otherwise need a Mandarin Interpreter.

RECO Discipline Hearing Administration offered to schedule a Mandarin Interpreter for the video appearance on Day-2; however, after discussion, the Respondent and their Representative informed the Panel that they were satisfied to proceed without an interpreter.

DISCIPLINE HEARING CONTINUATION - DAY 2 - APRIL 10, 2025

TESTIMONY OF WITNESS FOR THE RESPONDENT - THE RESPONDENT

Respondent addressed the Panel stating the following:

On March 22, 2022, the Property was listed for sale on MLS with a specific plan to hold off all offers until March 29, 2022, as the Status Certificate for the Property had not yet been received.

On that same day, the Buyer's Agent showed the Property and informed the Respondent that the Buyer was interested and did not want to wait until March 29th, wanting to present a pre-emptive offer.

Not having the Status Certificate for the Property yet, the Respondent offered, as a courtesy, to send the Buyer's Agent the Status Certificate of another recently sold unit in the building, Unit [Unit Number B], for reference only. Shortly afterwards, an unconditional offer was received from the Buyer's Agent on behalf of the Buyer, which the Seller accepted, selling the Property firm. On March 25, 2022, upon receiving the Status Certificate for the Property, the Respondent emailed the link to the Buyer's Agent. A couple of days later, conversations occurred regarding payment for furniture the Buyer was purchasing from the Seller.

Objection by RECO

During testimony regarding communication with the Buyer's Agent, the Respondent referred to an April 13, 2022 email from the Buyer's Agent requesting Schedule B of the APS. The Council objected to entering a new document into evidence. After hearing arguments, the Panel deliberated and admitted this 1-page email into evidence as Exhibit #6, finding it relevant to the issues raised. The document is an email from Buyer’s agent to Li requesting Schedule B.

The Respondent stated that the Buyer's Agent requested Schedule B because the Bank needed it for the Buyer's mortgage. This implied the Bank already received the Status Certificate, as the Bank would require both for mortgage approval.

The Respondent stated that clause 10 of the APS allows the Buyer to complete the title search by April 14, 2022, indicating to them that everything was completed and satisfactory as of that date.

On April 25, 2022, the day before closing, the Buyer's Agent contacted the Respondent requesting the Status Certificate, stating it was not in their possession. This was one day after the link sent on March 25 expired (valid for 30 days, March 25 to April 24).

Having downloaded a PDF copy before the link expired, the Respondent emailed it to the Buyer's Agent immediately, marking the third time a Status Certificate was sent.

The transaction closed successfully, both Buyer and Buyer's Agent were satisfied, and nothing further was heard regarding the Status Certificate until March 2024, two years later.

In March 2024, a letter was received from the Council stating that the Buyer had filed a Complaint against the listing agent and the selling agent regarding the Status Certificate.

The Respondent maintained having been helpful throughout, sending the Property's Status Certificate twice, and previously providing a reference Status Certificate for a similar unit, responding promptly to all requests

In November 2024, the Respondent voluntarily compensated the Buyer for the Special Assessment loan amount to resolve the matter quickly.

The Respondent stated that the assertion that the loan amount was undisclosed is false, as the Status Certificate for Unit [Unit Number B] sent prior to offer submission contained the same loan disclosure as the Property's Status Certificate. Furthermore, the Property's Status Certificate was sent on March 25, 2022, before the title search date of April 14, 2022, and again on April 25, 2022.The Respondent noted page 226 of Exhibit 3 shows a

single email sent on April 25, 2022 containing the full 47-page Status Certificate document, disputing the Buyer's Agent's testimony of receiving multiple broken files.

Respondent thanked the Panel for allowing Exhibit #6 as evidence and continued to explain that when someone applies for a condominium mortgage, the Bank requires to review the Status Certificate for that unit, therefore when Buyer’s agent requested Schedule B, that meant

that the Bank already had the Status Certificate for the Property. For this reason, the Buyer did not ask for it on or about April 13, 2022.

Respondent showed the Panel how she accessed the link to the Status Certificate for the Property sent to her by Conduit on March 25, 2022, and said that the link was sent to Buyer’s agent, with the notification that the link was valid for 30 days only.

The Respondent pointed out that clause 13 of the APS requires the Buyer or their representative to request the Status Certificate, with the Seller consenting. Thus, it was the Buyer's Agent's duty to request it, yet the Respondent provided it three times in good faith.

Respondent read and commented on the Amended Allegation Statement as follows:

The non-disclosure of a Special Assessment Loan Repayment was removed by RECO during the Pre-Hearing as the Buyer’s lawyer was to confirm that the loan is closed.

The Buyer's Agent requested the Status Certificate in March 2022, and the Respondent responded promptly by sending Unit [Unit Number B]'s certificate for reference, followed by the Property's certificate on March 25, 2022. The Buyer's Agent forwarded the link to the Buyer's lawyer.

The Buyer's Agent did not contact the Respondent between March 25, 2022 and April 25, 2022 regarding the Status Certificate. The Respondent was unaware the Buyer's lawyer lacked the document until April 25, immediately providing the saved PDF when asked.

The common elements monthly fee disclosed on the APS was $776.00, but the monthly payment was actually $876.71 because it included the loan amount monthly payment as stated in the Status Certificate.

It is unreasonable for the Buyer to be making those monthly payments for a year and a half without knowing the reason or making inquiries and find out the reason why he was paying more than the $776.00 for common elements fee as disclosed in the APS.

The loan amount was disclosed in the Status Certificate for unit number sent to buyers agent prior to submitting the offer, and again on the Status Certificate for the Property sent on March 25, 2022.

The Status Certificate for unit number was sent to Buyer's agent to be used just as reference, but he testified that he could not access it, and again, Buyer's Agent did not communicate to Respondent that he could not access the Status Certificate for the Property after sent it to Buyer's agent on March 25, 2022.

Respondent confirmed that she voluntarily compensated the Complainant by paying off the Special Assessment loan, that is the subject of this Complaint, as it was not worth the time and she wanted to get it over with quicker.

RECO'S CROSS EXAMINATION OF THE WITNESS - THE RESPONDENT

Respondent testified never telling the Buyer's Agent that all "is good" with the Status Certificate on March 22, 2022, as it had been ordered on March 18, 2022 and was not yet received when the pre-emptive offer was submitted. The reason for this was that they didn't have the information at that point because they had ordered the Status Certificate on March 18, 2022 and it was not ready on March 22, 2022 when Buyer's agent showed the Property to his client and was ready to put in an offer.

The Respondent stated sending the Status Certificate for Unit [Unit Number B] so it could be reviewed prior to submitting the offer, and sending the Property's Status Certificate on March 25, 2022 immediately upon receipt.

The Respondent did not follow up to confirm if the Buyer's Agent received the March 25, 2022 link, as the system indicated it was sent

The Respondent confirmed that the Seller represented in paragraph 13 of the APS that there is no Special Assessment, and when asked if they took any steps to disclose that there is no Special Assessment loan on the Property, the Respondent stated that this is the reason why they ordered the Status Certificate before listing the Property for sale so that upon receipt of the Status Certificate she could send it to potential buyers if they were interested.

The Respondent stated that the Special Assessment loan was not disclosed on the APS and was not aware of the existence of the Special Assessment loan as the Seller did not disclose that to her, none of the previous listings mention a Special Assessment loan, therefore she ordered the Status Certificate as it would contain details of a Special Assessment loan if in existence and still outstanding.

The Respondent confirmed that the Status Certificate was sent to Buyer's agent three times, on March 22, 2022, the one for unit #1204 to be used as a reference as Buyer's agent wanted to bring a pre-emptive offer and the Status Certificate for the Property had been ordered but not received yet, on March 25, 2022 the one for the Property, and again on April 25, 2022 the day before closing, she sent a PDF copy of the one for the Property.

The Respondent confirmed that when received the Status Certificate on March 25, 2022, they did not open the link, but she forwarded it to Buyer's Agent as the Property was sold firm already, and it was not her responsibility to review the Status Certificate, it was the Buyer's and/or the Buyer's representative who should review it.

The respondent told the Panel that it is the Buyer's lawyer's responsibility to review the Status Certificate, and since clause 13 on the APS was contrary to what the Status Certificate stated about the existence of a Special Assessment loan, the Buyer's lawyer should have informed his client about this at that time.

The Respondent stated that after such a long time the link had expired, and now it is impossible to prove to the Panel that indeed they sent the Status Certificate for the Property to Buyer's agent on March 25, 2022. Respondent testified that they made inquiries once this Complaint was brought to their attention in 2024 and was told that all emails on Conduit are saved for 365 days only.

Buyer's agent said that they could not open the link at that time, they sent it to the Buyer's lawyer, and neither Buyer's agent nor the lawyer ever suggested to Respondent that the Status Certificate was not the correct one or was not received, they just requested the Status Certificate again on April 25, 2022 and, since it had been saved as a PDF, sent it immediately to Buyer's agent on that date.

The Respondent referred to Buyer's agent's email dated April 13, 2022, where they requested Schedule B but not the Status Certificate, stating that the Bank needed it for the mortgage, and that meant that the Bank was in possession of the Status Certificate already because the Bank needs both for the mortgage purposes.

When asked if it was confirmed, the receipt of the Status Certificate for the Property on March 25, 2022, with Buyer's agent, Respondent stated that it was sent but did not follow up to confirm receipt, and Buyer's agent did not contact to inform that they did not receive it, nor did they refer

to it when they had numerous conversations afterwards about the furniture the Buyer bought from the Seller, and therefore the Respondent always thought it was received.

The Respondent stated that usually, when they lists a condominium for sale, they send the Status Certificate to her own lawyer to review it and inform her of the content as it is difficult to

understand, but because this Property was already sold firm on March 22, 2022, they did not have it reviewed after receiving it on March 25, 2022, and just forwarded to Buyer's agent.

RE EXAMINATION OF THE WITNESS FOR THE RESPONDENT -THE RESPONDENT

The Respondent stated that they did disclose the Special Assessment loan as it is stated in the Status Certificate for the Property that they obtained and sent to Buyer's agent on March 25, 2022, who then forwarded it to the Buyer's lawyer.

The respondent confirmed that they compensated the Complainant as it was their first purchase and they felt that a good job wasn't done. While the respondent does not agree with Buyer's assessment of her work, she reimbursed Buyer about $6,200 towards the Special Assessment loan amount as it was not worth the time to fight about this issue. The respondent said, although Buyer is satisfied with the outcome, and wanted to withdraw the RECO complaint, RECO did not want to stop going forward with their Complaint. Respondent stated to the Panel that they did not hear about this Complaint until March 2024 when RECO notified about it.

The respondent stated that the Buyer discussed the Status Certificate with their own lawyer in November 2023, one and a half years after they had closed this real estate transaction, and, referring to the documents, Respondent stated that the Buyer's lawyer advised the Buyer not to sue the Seller as there were no solid grounds to go ahead with a lawsuit.

The Respondent told the Panel that Buyer's agent submitted an unconditional offer on behalf of Buyer to whom said they had explained the importance of a Status Certificate but did not review it with his client Buyer as he could not open either the Status Certificate link for unit #1204, or the one for the Property, despite receiving both.

QUESTIONS FROM THE PANEL FOR THE WITNESS -LI - THE RESPONDENT

The respondent confirmed to the Panel that on March 22, 2022, before receiving the unconditional offer for the Property from Buyer's agent, they forwarded the Status Certificate for unit #1204 to use only as reference because it was a similar unit and also because the Status Certificate for the Property was ordered but not yet received.

The respondent confirmed to the Panel that she forwarded to Buyer's agent via Conduit the Status Certificate for the Property on March 25, 2022, immediately after they had received it, and Buyer's agent's testimony that he received the Status Certificate for unit #1204 twice, and not the one for the Property, is not correct.

Respondent confirmed to the Panel that upon Buyer's agent's request on April 25, 2022, the day before closing, and because the link for the document had expired on April 24, 2022, , they re-sent the Status Certificate for the Property on April 25, 2022 as they had it saved as a PDF, and further stated that they had never seen any email from the Buyer's lawyer saying that they did not receive the Status Certificate for the Property as stated by Buyer's agent in his testimony.

The respondent confirmed to the Panel that unit #1204 is fairly similar to the Property, aside from some differences with parking, however the loan amount disclosed in both Status Certificates is the same, something that they did not know at the time of the offer but learned two years

later, when they read it, as a result of the information she received from RECO advising her of the Complaint.

The Respondent denied telling Buyer's agent that "everything is good" with the Status Certificate of the Property, as she had not received it at the time Buyer's agent alleges, she made this comment.

The respondent confirmed that she did not order or pay for the Status Certificate for unit #1204, nor did they get consent from the owner of that unit, as per clause 13 of the APS, to get it, share it or use it, because it was on the website, and therefore does not consider the Status Certificate to be a private and confidential document.

The respondent also agreed with the Panel's statement that the Status Certificate of one unit is not always the same as the Status Certificate of another unit, as it is an accounting status specific to the identified unit, however they said that they sent the Status Certificate of unit #1204 to Buyer's agent as "a good gesture" to assist and use it as reference only.

When asked by the Panel to explain in their own words the difference between the title search, as per clause 10 of the APS that was to be completed by April 14, 2022, and the verification of the Status Certificate, The Respondent stated that it is meant to search the title which included checking the Condominium Act, regulations and trust conditions, and common elements, which were included in the Status Certificate.

Because of the complexity of the Status Certificate, The Respondent confirmed to the Panel that usually has their lawyer review it, but in this case the Status Certificate was not issued yet, did not have it before the offer was submitted by the Buyer, therefore they did not know its content and never told Buyer's agent that "it's all good". They only tried to assist by sending Buyer's agent the Status Certificate for unit #1204, which they did not read, because Buyer's agent was submitting a pre-emptive unconditional offer before the offer date of March 29, 2022.

SUBMISSIONS FOR THE REGISTRAR, REBBA 2002

Paralegal, RECO representative, stated that the allegation (Allegation B in the Amended Allegation Statement, Exhibit 1) brought forward against Respondent is not that she did

not disclose the Special Assessment loan, but rather, did not take reasonable steps to ensure that the Status Certificate for the Property was received by Buyer's agent on March

25, 2022, and such breached sections 3, 5 and 39 of the Code of Ethics under REBBA 2002.

It was further stated that the respondents failure led to this Discipline Hearing as the Buyer in this transaction filed a Complaint due to lack of transparency, and that the Buyer would have changed the offer he submitted on the Property if they knew all the details contained in the Status Certificate.

By failing to ensure that the Status Certificate for the Property was delivered to Buyer's agent, Paralegal stated the Respondent breached section 3 of the Code of Ethics, as Buyer's agent was not aware of the important information contained in the Status Certificate.

The Paralegal directed the Panel to Buyer's agent's testimony that on March 22, 2022, Respondent told that they did not have the Status Certificate for the Property, but would provide it upon receipt, and when he asked the respondent if there was anything that they should be aware of, Respondent stated that "it was all good".

Paralegal told the Panel that the Respondent knew, or ought to have known that the Status Certificate for the Property included a Special Assessment loan.

Paralegal stated that by not advising the Seller to include a clause in the APS, as per clause 29 of the APS that would supersede clause 13 of the APS, Respondent was in breach of section 5 of the Code of Ethics.

Paralegal told the Panel that by failing to ensure that disclosure was made regarding the Special Assessment loan on the APS, and by failing to ensure that the Status Certificate was delivered within a reasonable time after receiving it, Respondent put the Seller in a position of possible litigation.

Paralegal stated that if Respondent had reviewed the Status Certificate on March 25, 2022, when received it, an amendment to the Buyer's offer could have been made disclosing the existence of the Special Assessment loan and thereby voiding clause 13 of the APS.

Paralegal stated that the testimony from Buyer, the Buyer, Buyer's agent, the Buyer's representative, and The Respondent, the Seller's representative, all stated that the Status Certificate for

the Property was not delivered by the respondent until April 25, 2022, the day before closing and Buyer's agent only became aware that this was an issue when he received communication from the Buyer's lawyer that the one received from the respondent on March 25, 2022, was not the Status Certificate for the Property.

It was RECO's position that the respondent breached section 39 of the Code of Ethics when failed to ensure that the Status Certificate for the Property was received by Buyer's agent when it became available on March 25, 2022, but only delivered it upon additional request on April 25, 2022, only one day before closing.

Paralegal stated to the Panel that the testimony of the respondent is acknowledged when stated that they sent the Status Certificate for the Property to Buyer's agent on March 25, 2022 through Conduit, but the respondent could not provide any proof to the Panel that such email was in fact sent, or provide confirmation from Buyer's agent that they, in fact, received it.

Paralegal stated that RECO has proven the allegations made against the respondent through the testimony of the witnesses and the documentary evidence.

SUBMISSIONS FOR THE RESPONDENT

Representative A addressed four areas in his Submissions: the witnesses; the allegations; the assessment in the status; and how Li was proactive in each area during this real estate transaction.

Representative A stated that the two witnesses for RECO contradicted themselves through the testimony given in front of this Panel, as Buyer's agent stated that he had explained clearly the

importance of the Status Certificate to Buyer, the Buyer, while Buyer stated that Buyer's agent never explained the Status Certificate to him, he didn't understand what a Status Certificate was, and he never received a Status Certificate.

Representative A stated that Buyer's agent testified that he was never able to open the link that Li sent him and he testified that the Status Certificate in portions of the file he received was over 300 pages and that was incorrect as the file was only 47 pages long.

Representative A told the Panel that Buyer's agent testified about not being able to open the link to access the Status Certificate two times before April 25, 2022, the day before closing, and yet Buyer's agent did nothing about it; he did not inform the respondent of this; they did not inform their own client, the Buyer who was a good friend of his son and whom he knew for years, but stated to the Panel that he forwarded the Status Certificate link to the Buyer's lawyer.

Representative A stated that although there were numerous emails between the respondent and Buyer's agent between March 22, 2022 and April 25, 2022 regarding the purchase of furniture, they never mentioned to the respondent that they or the Buyer's lawyer did not receive the Status Certificate for the Property until the day before closing when the respondent immediately sent the PDF copy of the Status Certificate that they had saved as the Conduit link had expired by then.

Representative A stated that the allegation against the respondent is that they failed to take reasonable steps to ensure that the Status Certificate for the Property was provided to the Buyer's representative; however, we heard testimony from three witnesses that the Respondent provided a Status Certificate on three separate occasions:

-March 22, 2022, when the Status Certificate for the Property was not yet ready, The respondent sent the Status Certificate for unit #1204, a similar unit that had just recently sold, and that was to be used by Buyer's agent as reference only prior to submitting the offer.

-March 25, 2022, immediately after she received the Status Certificate for the Property.
-April 25, 2022, immediately after the respondent was informed by Buyer's agent that they or the Buyer's lawyer did not have the Status Certificate for the Property.

Therefore, the respondent not only took reasonable steps to provide the Status Certificate to Buyer's agent, but went above and beyond three times, more than needed to.

Representative A told the Panel that the Buyer's lawyer who had until April 14, 2022, to search title, never raised any concern about the Status Certificate, and that was also confirmed by Buyer during his testimony.

Representative A stated that on April 13, 2022, Buyer's agent emailed the respondent requesting Schedule B as the Buyer was applying for a mortgage and did not mention the Status Certificate, which means that the Bank was already in possession of the Status Certificate for the Property and all they needed was Schedule B.

Representative A told the Panel that Buyer was satisfied with the resolution of this issue when they got reimbursed by the respondent and Buyer's agent for all financial losses due to non-disclosure of the Special Assessment loan amount, and therefore they requested to withdraw his Complaint, however, RECO went ahead with the Complaint which resulted in this Discipline Hearing.

Representative A completed his Submissions by stating that the respondent presented extensive proof and logical reasons that they acted reasonably in providing a Status Certificate to Buyer's agent on three occasions, as proven by Buyer's agent, as proven by the Bank, as proven by the Buyer's lawyer, and there was never any concern raised from any of the parties through the entire time of this real estate transaction. Therefore, Representative A is requesting the dismissal of the allegation against the respondent.

RECO SUBMISSIONS IN REPLY TO THE REGISTRANT'S SUBMISSIONS

Paralegal addressed the difference between administrative law and criminal law in reply to the Registrant's Submissions as Representative A made references to the misspelling of the respondent's last name on the initial Allegation Statement. Paralegal reiterated her position that this Hearing was taking place because it was alleged that the respondent did not deliver the Status Certificate for the Property on March 25, 2022, or ensure that the Status Certificate was received by Buyer's agent, as required in any real estate transaction involving a condominium.

Paralegal stated that if the evidence is contradictory, that is the reason why we have this whole process of conducting a Discipline Hearing as it can come down to the credibility of the witnesses.

Paralegal stated that Buyer's agent entered into an Agreed Statement of Fact and Penalty and that Agreed Statement accorded with his testimony in this Discipline Hearing.

Paralegal stated that the last name of the respondent was only a clerical error which was rectified, but that did not change the facts, and also the initial allegations were amended

as the common elements fee was correct on the MLS Listing, and the other $106.00 that the Buyer was paying was an amount paid towards the Special Assessment loan.

Paralegal submitted that there is no evidence that proves that on March 25, 2022, the respondent forwarded to Buyer's agent the Status Certificate for the Property.

CODE OF ETHICS

The Registrant is governed by the Real Estate and Business Brokers Act, 2002, S.O. 2002, c30, Schedule C ("REBBA 2002").

The Discipline Committee is established to hear and determine these issues, in accordance with the prescribed regulations. The Discipline Committee must determine if the Registrant has failed to comply with the Code of Ethics established by Minister in accordance with Section 21 of REBBA 2002.

Section 50 of REBBA 2002 provides that the Minister may make regulations establishing a Code of Ethics for the purposes of subsection 21(1).

Ontario Regulation 580/05 is the Code of Ethics pursuant to the REBBA 2002 and is the Code of Ethics that governs these proceedings.

FINDINGS BY THE PANEL

Having carefully considered the testimony of the witnesses at the Discipline Hearing and the documentary evidence including all six marked Exhibits in this case, the Panel has decided that the Respondent, is not in violation of Sections 3, 5 or 39 of the Code of Ethics for the Reasons set out below:

The allegation in this case is simple and singular. It is set out in Paragraph B of the Amended Allegation Statement (Exhibit 1) as follows: "The respondent failed to take reasonable steps to provide and/or disclose the Property's Status Certificate to the

buyer's representative upon receipt of the Status Certificate…" This is the only allegation to be considered by this Panel.

The Panel considered the testimony of the respondent when they stated that immediately after receiving the Status Certificate for the Property on March 25, 2022, they forwarded it on through Conduit to Buyer's agent. Buyer's agent through his testimony confirmed that they received the link (though he initially indicated it was a March 24, 2022 email). However, stated that in error, the respondent had re-sent the Status Certificate for unit #1204, which was initially sent to them via email on March 22, 2022, even though they testified that he was not able to open either of the links to verify the content.

The Panel considered the testimony of the respondent when stated that they had downloaded the Status Certificate for the Property and saved it as a PDF as the link was accessible for only 30 days, and therefore they were able to send the Status Certificate again immediately to Buyer's agent when requested it on April 25, 2022, one day before closing.

The Panel considered the fact that the Prosecution must prove that the Respondent violated the Code of Ethics by not taking reasonable steps to ensure that the Status Certificate for the Property was sent to Buyer's agent. The Panel considered the respondent testimony when described what they did, including all the steps they took in sending a Status Certificate to Buyer's agent on three separate dates, and the Panel also examined the details in the documentary evidence relating to this including the email from the respondents to Buyer's agent on March 22, 2022,(Page 24 of Exhibit 1 and Page 18 of Exhibit 4), the Status Certificate

for the Property dated March 25, 2022, (Page 24 of Exhibit 4), and the communication between the respondents and Buyer's agent on April 25, 2022, Page 21-25 of Exhibit 4).

It was noted by the Panel that the Status Certificate for unit #1204 sent by the respondent to Buyer's agent on March 22, 2022, was done by email and was a drop box link from Realtor.ca and that was to be used by Buyer's agent and the Buyer as reference only prior to submitting the offer,

the reason being that the respondent had ordered but not yet received the Status Certificate for the Property; however, on March 25, 2022, when they received the Status Certificate for Property, respondent testified that they sent it directly through Conduit and not by email, and afterwards, upon request by Buyer's agent, re-sent it via email on April 25, 2022, one day before closing, as had saved a PDF before the link expired which was on April 24, 2022.

The Panel also considered that both the respondent and Buyer's agent testified about the continuous communication between them regarding furniture the Buyer was interested in buying from the Seller. At no time did the respondent confirm that Buyer's agent received the Status Certificate for the Property, but there was ongoing communication happening about the transaction and at no time did Buyer's agent ever inform the respondent that the Status Certificate for the Property was not received by them or the Buyer's lawyer, or that they were not able to open the link sent by the respondent with the Status Certificate for the Property sent on March 25, 2022.

The Panel heard testimony from Buyer's agent that the respondent sent the Status Certificate for unit #1204 on March 22, 2022, and again on March 25, 2022, instead of sending him the Status Certificate for the Property; however, this conflicts with the evidence given by Buyer's agent that he could not open the link and he just forwarded the link to the Buyer's lawyer in hopes that the lawyer would be able to open it. It is also noted that the only correspondence in evidence dated March 25, 2022, is the Status Certificate for the Property which the respondent testified she received and forwarded to Buyer's agent that same day.

The Panel noted that until April 25, 2022, the day before closing, when Buyer's agent requested that the respondent sent the Status Certificate for the Property, which they sent immediately, neither Buyer's agent nor the Buyer's lawyer informed the respondent that they did not have the Status Certificate for the Property. The Panel notes also that there was no evidence whatsoever before the Panel, either written or oral, from the Buyer's lawyer.

The Panel concludes that had the respondent known that Buyer's agent or the Buyer's lawyer did not have the Status Certificate for the Property, they would have sent it as they did not have any reason not to send the Status Certificate for the Property to Buyer's agent before April 25, 2022.

It is clear to the Panel that when being informed by Buyer's agent on April 25, 2022, that he did not have the Status Certificate for the Property, the respondent immediately took the necessary steps and sent the saved PDF copy of the Status Certificate for the Property to Buyer's agent.

The Panel considered the respondent's testimony when stated that usually they has her own lawyer review the Status Certificate for a condominium that is involved in listing or selling as it is a very complex document, but this time did not do that because the Property had been sold already, unconditionally, therefore just forwarded the Status Certificate link to Buyer's agent for the Buyer's lawyer to review before closing.

It was the responsibility of the Buyer or the Buyer's representative to request and obtain the Status Certificate according to paragraph 13 of the APS. The respondent did act reasonably and went beyond duty as the Listing Agent in forwarding the Status Certificate for #1204 for the assistance of the Buyer and his agent. The respondent sent the Status Certificate for the Property to Buyer's agent on two occasions. It was not their responsibility to verify if received it, but it was the responsibility of Buyer's agent to ensure that the Status Certificate for the Property was received and forwarded to the Buyer's lawyer to review in preparation for closing the real estate transaction.

The Panel heard the testimony of the respondent when she was referring to the title search date. She stated that since she didn't hear anything from Buyer's agent by April 14, 2022, the date the Buyer's lawyer had to complete the title search, she concluded that 'everything was good".

The Panel notes that there is a difference between "title search", which deals with the ownership of the Property, and searches for things like liens, encumbrances, and mortgages in order for a clear title to be transferred to a buyer, while the "Status Certificate" deals with the financial status of the Condominium Corporation, and things

such as Special Assessments, if any existing loans are registered against the Corporation in regards to the maintenance or repairs of the Common Elements, and if there are such Special Assessment loans, like in this case, those amounts could and will be passed on to each individual unit to be paid by the owner of that unit. Therefore, the buyer of a unit may assume or refuse to assume outstanding loans by requesting that the Seller pay it off before closing the real estate transaction. However, the Panel takes the point made by the respondent that there were deadlines in the APS for the Buyer's due diligence and the respondent was never told that the Status Certificate was an issue until the day before closing.

The Panel notes that the Buyer took a very high risk when instructed Buyer's agent to submit an unconditional offer on the Property, as the Status Certificate verification is very important and the Special Assessment loan amount could have been much higher or could have altered things such as the price offered, however, that fact did not impact the respondents' responsibilities. The responsibility was to order, obtain and deliver the Status Certificate for Property to Buyer's agent which they did in a reasonable manner.

The Panel considered the evidence given by the Buyer, Buyer, when they stated that they weren't aware of the Special Assessment loan until almost two years later when they received the letter from the Management Company informing him of the loan.

The Panel considered that the respondent and Buyer's agent took it upon themselves and reimbursed the Buyer the $12,649.48 that they had paid for the Special Assessment loan.

Returning to the single allegation in this case, the Panel finds that the Prosecution has not proven on the evidence that the respondent failed to take reasonable steps to provide the Status Certificate. The evidence as a whole and in particular the evidence of the respondents shows that she acted reasonably. The Panel accepts the respondents evidence that she forwarded the link for the Status Certificate for the Property to Buyer's agent when she received it on March 25, 2022, which is the date on the Status Certificate itself. Her evidence was credible, and she had no reason not to send the Status Certificate to Buyer's agent on receipt. Buyer's agent testified that they were unable to open link sent by the respondent but at no point until the day before closing was the respondent ever told there was a problem with the link sent or that the Status Certificate was not received.

The Prosecution in it's closing suggested that the respondents failed to ensure that the Status Certificate was received by Buyer's agent. That is not alleged in the Amended Allegation Statement. Furthermore, the respondent explained in the testimony that they contacted Conduit when this Complaint arose, but they no longer could provide copies of the email sending the link on March 25, 2022.

The Panel finds that the Respondent and her representative presented a clear and well reasoned case in response to the allegation made.

DECISION OF THE PANEL

The Panel has concluded that the Prosecution has failed to prove that the respondent failed to take reasonable steps to provide the Property's Status Certificate as alleged in paragraph B of the Amended Allegation Statement.

The Panel finds that the Respondent, is not in violation of Sections 3, 5, or 39 of the Code of Ethics.

[Released: July 25, 2025]