RECO
Real Estate Council of Ontario

File #2024060315

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 -

CHRISTOPHER LOVELL NELSON (registered as CHRIS NELSON)

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, 2(a), 2(b) and 9(1) of the *TRESA 2002* Code of Ethics.

In violation of Sections 13.2 and 13.5(1) of the General Regulation.

ORDER: Fine of $10,000.00 payable to RECO within six (6) months after the date of the Decision of the Discipline Committee on this matter: April 14, 2027, including $2,500.00 to be paid within 30 days after the date of the Decision of the Discipline Committee on this matter.

Successful completion of the RECO "*CE Introduction to TRESA*" educational course not later than three (3) months after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion of the course to RECO within 30 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, Nelson was employed at the brokerage IPro Realty Ltd. (the "**Brokerage**"). Nelson is currently employed at the brokerage LPT Realty ULC.

2. At all relevant times, O.K. (the "**Complainant**") was a client of the Brokerage, with Nelson acting as her representative.

Commission reimbursement agreement

3. On or about February 18, 2024, Nelson sent a text message to the Complainant that stated:

> *"You don't have to use me but I'd share half the commission for the sale and purchase. No obligation either way."*

Purchase of 1318 Lawson Street Property

4. On or about March 19, 2024, the Complainant signed an agreement of purchase and sale for the purchase of a property located at 1318 Lawson Street in Innisfil, Ontario (the "**1318 Lawson Property**"). Nelson was the Complainant's buyer representative for this transaction.

5. Following a series of counteroffers, a final price was agreed upon at $1,190,000.

6. Nelson received a commission of 2.5% plus HST of the sale price for this transaction.

7. Nelson did not rebate any of the commission to the Complainant.

Sale of 10101 Yonge Street Property

8. On or about May 5, 2024, the Complainant entered into a seller representation agreement with the Brokerage, with the representation period commencing on May 6, 2024, and ending on October 7, 2024, and with Nelson listed as the Complainant's representative.

The representation agreement was for 10101 Yonge Street, PH 1 in Richmond Hill, Ontario (the "**10101 Yonge Property**").

9. The 10101 Yonge Property was agreed to be priced for $1,300,000. The commission details outlined that the "listing brokerage would receive a commission of 5% of the sale price of the property, with 2.5% to the co-operating brokerage."

10. In a series of messages from Nelson to the Complainant, Nelson set out the terms of the commission reimbursement:

> *"ok, so for the condo I can list it for free if you don't mind paying for the pictures and video.*
>
> *The commission will be 5% (2.5% for listing, 2.5% for buyer's agent) So below*
>
> *are the scenarios:*
>
> *A) An agent finds you a buyer then you only end up paying 2.5% (the other 2.5% is returned to you -from me since its free)*
>
> *B) I find you a buyer then you pay 0%. I'll just cancel the listing.*
>
> *C) You find a buyer then you pay 0%. I'll just cancel the listing.*
>
> *So in the end you only pay 2.5% to the buyer's agent if they find you a buyer. (we can always reduce that 2.5% to 1.5%)*
>
> *My brokerage won't let me charge $0. But they will let me refund 100%"*

11. Following the listing of the 10101 Yonge Property on the local board listing service, the Complainant advised Nelson of issues noted with the listing, in particular that the number of bedrooms and den were incorrectly advertised.

12. On or about May 11, 2024, the Complainant requested that Nelson remove the listing for the 10101 Yonge Property and advised him that she would look for a new representative. Nelson forwarded the Complainant the forms to cancel the listing; however, the Complainant then refused to sign the cancellation form and requested that Nelson continue to represent her in the listing of the 10101 Yonge Property.

13. On or about May 13, 2024, the listing of the 10101 Yonge Property was terminated by the Complainant.

SUMMARY OF AGREEMENTS

It is agreed that Nelson failed to comply with the Act and/or Regulations as follows:

A. Nelson failed to follow through on an offer to rebate the Complainant half of the commission he received for representing the Complainant in the purchase of the 1318 Lawson Property, contrary to sections 1, 2(a), 2(b) and 9(1) of the Code of Ethics.

B. Nelson failed to reduce the terms of the commission reimbursement agreement to writing, contrary to sections 13.2 and 13.5(1) of O. Reg. 567/05: General and section 9(1) of the Code of Ethics.

It is agreed that Nelson 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.
>
> 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.

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

> Written and legible agreements
>
> 13.2 A registrant who represents a client in respect of a trade in real estate shall use best efforts to ensure that any agreement that deals with the conveyance of an interest in real estate is in writing and that the written agreement is legible.

Seller representation agreements

13.5(1) If a brokerage enters into a seller representation agreement with a seller and the agreement is not in writing, the brokerage shall, as soon as possible after entering the agreement and before any buyer makes an offer, reduce the agreement to writing, have it signed on behalf of the brokerage and provide it to the seller for signature.

AGREED PENALTY

The Respondent, Nelson, understands and agrees to the following penalty:

1. Nelson will pay a fine of $10,000.00 payable within six (6) months after the date of the Decision of the Discipline Committee on this matter, including $2,500.00 within 30 days after the date of the Decision of the Discipline Committee on this matter.

2. Nelson will successfully complete the RECO "*CE Introduction to TRESA*" educational course not later than three (3) months after the date of the Decision of the Discipline Committee on this matter. Nelson will provide proof of completion to RECO within 30 days of completion of the course.

Respondent acknowledgements:

1. I, Christopher Nelson, acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.

2. I, Christopher Nelson, acknowledge my right to seek legal counsel in this matter before signing this agreement.

3. I, Christopher Nelson, 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, 2(a), 2(b) and 9(1) of the *TRESA 2002* Code of Ethics; and Sections 13.2 and 13.5(1) 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. NELSON, Christopher Lovell, registered as NELSON, Chris, is ordered to pay a fine in the amount of $10,000.00, payable to RECO within six (6) months after the date of the Decision of the Discipline Committee on this matter, including $2,500.00 to be paid within 30 days after the date of the Decision of the Discipline Committee on this matter.

2. NELSON, Christopher Lovell, registered as NELSON, Chris, is ordered to successfully complete the RECO "*CE Introduction to TRESA*" educational course not later than three (3) months after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion of the course to RECO within 30 days of completion of the course.

Released: October 14, 2026