RECO

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IN THE MATTER OF A DISCIPLINE PROCEEDING 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 -

THOMAS ALEXANDER CRONEY (registered as ALEXANDER CRONEY)

DISCIPLINE DECISION AND REASONS FOR 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 5 and 38 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of $7,000.00 payable to RECO not later than 180 days after the date of the Decision of the Discipline Committee on this matter: March 29, 2027

Successful completion of "*RECO CE Professional Practice*" course not later than 6 months after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion to RECO within 30 days of completion of the course.

WRITTEN REASONS: *attached*

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, Thomas Alexander Croney, registered as Alexander Croney ("Croney") 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, Croney was employed at Brokerage A. ("Brokerage A").

3. At the relevant times, Owner ("Owner") was the true owner of the subject property located at 1 A Street (the "Property").

4. Complainant ("Complainant") was the son of the Owner and is the current owner of the Property.

5. At all relevant times, Consumer A ("False Landlord") and his family were longstanding tenants of the Property, though falsely purported to own the Property.

6. On or about March 2, 2020, the False Landlord entered into a representation agreement with Brokerage A for the lease of the upper unit of the Property, with Croney as the False Landlord's representative.

7. Croney did not take any steps to confirm the true ownership of the Property.

8. Croney prepared the listing for the lease of the upper unit of the Property, which was originally listed for lease for $3,000 per month. The price was subsequently lowered to $2,900 and then to $2,700. The False Landlord initialled the price changes for each amendment to the listing.

9. On or about May 16, 2020, Croney received an offer for the lease of the Property. The offer was for the rental price of $2,500 per month, commencing June 1, 2020.

10. On or about May 16, 2020, the False Landlord accepted the offer, and the transaction completed on the scheduled date.

11. On September 12, 2022, the Owner transferred the Property's ownership to the Complainant. The Complainant is experiencing financial hardship due to the unauthorized tenants.

12. In Croney's response to RECO following the complaint, Croney stated that Croney met the False Landlord from an online inquiry made by the False Landlord. Croney stated that when Croney asked the False Landlord about the ownership of the Property, the False Landlord provided Croney with a Power of Attorney document, purporting that the False Landlord's parents were the owners of the Property and that they had limited proficiency in English. Croney took no measures to verify the truth of the False Landlord's statements regarding Property ownership.

13. Croney accepted responsibility, at an early stage of the complaints process, for failing to verify the true owner of the Property and endeavours to be more diligent when obtaining and advertising such information.

SUMMARY OF AGREEMENTS

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

A. Croney failed to conduct due diligence and verify the true owner of a property, thereby allowing a non-owner to list the property for lease, contrary to sections 5 and 38 of the Code of Ethics.

It is agreed that Croney failed to comply with the following sections of the Code of Ethics, O. Reg. 580/05:

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.

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.

AGREED PENALTY

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

To pay a fine of **$7,000.00** not later than **180 days** after the date of the Decision of the Discipline Committee on this matter.

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

Course Title (Provider)	**Completion date**
RECO CE Professional Practice	**Not later than 6 months** after the date of the Decision of the Discipline Committee on this matter.

To provide proof of completion to RECO within **30 days** of completion of the courses.

Respondent acknowledgements:

1. I, **Alexander Croney**, acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.
2. I, **Alexander Croney**, acknowledge my right to seek legal counsel in this matter before signing this agreement.
3. I, **Alexander Croney,** 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 Agreed Statement was duly signed by the Parties*.]

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 5 and 38 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. CRONEY, Thomas Alexander, registered as CRONEY, Alexander, is ordered to pay a fine in the amount of $7,000.00 payable to RECO, not later than 180 days after the date of the Decision of the Discipline Committee on this matter.

2. CRONEY, Thomas Alexander, registered as CRONEY, Alexander, is ordered to successfully complete the "*RECO CE Professional Practice*" course not later than 6 months after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion to RECO within 30 days of completion of the course.

Released: September 30, 2026