
**IN THE MATTER OF A DISCIPLINE PROCEEDING HELD PURSUANT TO THE
*TRUST IN REAL ESTATE SERVICES ACT, 2022***

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

TRISTAN DIDLER RITCHIE (registered as TRISTAN RITCHIE)

DISCIPLINE DECISION AND REASONS FOR DECISION

Subject to Rule 4.02 of the Discipline and Appeals 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 \$6,500.00 payable to RECO no later than six (6) months after the date of the Decision of the Discipline Committee: December 23, 2026.

Successful completion of the “*Introduction to TRESA*” course and provide proof of completion to RECO no later than six (6) months after the date of the Decision of the Discipline Committee, and to provide proof of completion to RECO within 60 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 (*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, Tristan Didler Ritchie registered as Tristan Ritchie ("Ritchie") was registered as a salesperson under the *Trust in Real Estate Services Act, 2002* ("Act").
2. At all relevant times, Ritchie was employed at the brokerage Lake City Realty Ltd. ("Lake Realty").
3. Tanya Vanden Berg (the "Seller's Representative") was employed at the brokerage Sutton - Benchmark Realty Inc. (the "Seller's Brokerage").
4. The Seller's Representative, on behalf of their seller-client(s), listed for sale a property located at 1 A Street (the "Property"). The Property was tenanted at the time of the listing.
5. On or about November 24, 2024, Ritchie, on behalf of their buyer-client(s), submitted an Agreement of Purchase and Sale ("APS") for the Property. The APS was accepted and acknowledged on November 24, 2024. The completion of a home inspection was included as a condition on schedule A of the APS.
6. Following the acceptance of the APS, Ritchie contacted the Seller's Representative and scheduled a home inspection for the Property to be completed on November 26, 2024.
7. On November 26, 2024, Ritchie messaged the Seller's Representative to request the code to the lockbox which was provided. The Seller's Representative provided the code and asked Ritchie how long the inspection would last. Ritchie responded that it would be 1-1.5 hours in length. This was longer than Ritchie originally requested as the Seller's Representative had advised the tenants at the Property that the inspection would be 30 minutes to 1 hour.
8. Following the completion of the inspection, the Seller's Representative contacted Ritchie regarding issues at the Property – more specifically, the back door and basement were left

unlocked at the completion of the inspection. Ritchie responded, "Damn so sorry" and further confirmed that they were not present for the whole inspection at the Property.

9. On December 4, 2024, the parties to the APS executed a release terminating the APS for the Property.

SUMMARY OF AGREEMENTS

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

- A. Ritchie facilitated unauthorized and/or unsupervised access to the Property by failing to remain in attendance at the scheduled home inspection with the home inspector, without the consent of the seller-client and/or Seller's Representative, 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 Ritchie failed to comply with the following sections of the Code of Ethics:

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 Ritchie failed to comply with the following sections of the General Regulation:

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 **\$6,500.00** no later than **six (6) months** after the date of the Decision of the Discipline Committee.

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

Course Title (Provider)	Completion date
Introduction to TRESA	no later than six (6) months after the date of the Decision of the Discipline Committee

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 (*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. RITCHIE, Tristan Didler (registered as RITCHIE, Tristan) is ordered to pay a fine in the amount of \$6,500.00, payable to RECO, no later than six (6) months after the date of the Decision of the Discipline Committee.
2. RITCHIE, Tristan Didler (registered as RITCHIE, Tristan) is ordered to successfully complete the "*Introduction to TRESA*" course no later than six (6) months after the date of the Decision of the Discipline Committee, and to provide proof of completion to RECO within 60 days of completion of the course.

Released: June 23, 2026