
**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 -

MARTIN STEVEN AMADO

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 \$7,500.00 payable to RECO not later than eight (8) months after the date of the Decision of the Discipline Committee: February 24, 2027.

Successful completion of the “*MCE Home Inspections*” course and provide proof of completion to RECO not later than eight (8) months after the date of the Decision of the Discipline Committee on this matter, 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. Martin Steven Amado ("Amado") was registered as a salesperson under the *Trust in Real Estate Services Act, 2002* ("Act"). At all relevant times, Amado was employed at the brokerage Zolo Realty (Ontario) Inc. ("Zolo").
2. Seller A and Seller B (the "Seller" and/or collectively "Sellers") entered into a Seller Representation Agreement with Re/Max Hallmark First Group ("the Seller's Brokerage"), with Dorothy Harrison as their representative (the "Seller's Representative"), for the sale of their property located at 1 A Street (the "Property").
3. On or about June 09, 2025, Amado, on behalf of their buyer-clients, submitted a conditional offer to purchase the Property that was acceptable to the Sellers. A Confirmation of Acceptance was signed by the Sellers at approximately 11:49 p.m. Details of the Agreement of Purchase and Sale (the "APS") included, but are not limited to:
 - a) Price: \$1,000,000.00
 - b) Deposit: \$39,800.00
 - c) Completion Date: August 1, 2025
 - d) Conditions:
 - i) Home Inspection within four (4) business days.
4. On June 10, 2025, Amado requested a home inspection appointment from the Seller's Representative. The home inspection appointment was confirmed for June 11, 2025, from 9:00 a.m. to 11:00 a.m.
5. On June 11, 2025, at approximately 8:30 a.m., the home inspector arrived at the Property where he was greeted by the Sellers via their door camera. The Sellers were not physically

present at the Property. The home inspector advised the Sellers that they had been provided the lockbox code from Amado and would be letting themselves in to complete the home inspection.

6. At approximately 9:00 a.m., Amado's buyer-clients arrived at the Property and began inspecting the house from the outside before entering the Property with the home inspector. Amado was not in attendance at this home inspection.
7. The Sellers recognized that the Property was being accessed without proper authority and contacted their Seller's Representative to advise of same.
8. The Seller's Representative contacted Amado regarding their Sellers' concerns at the Property. Amado confirmed that they provided the lockbox code to the home inspector as they were stuck in traffic.
9. The Seller's Representative, knowing their Sellers were uncomfortable with the unsupervised access to the Property, attended the Property at approximately 9:53 a.m. to provide supervision until the completion of the home inspection.
10. While at the Property, the Seller's Representative messaged Amado to inquire when they would be arriving and Amado responded that they would need to reschedule this home inspection. The Seller's Representative advised that Amado's buyer-clients and the home inspector had been inside the Property for approximately one (1) hour without supervision when Amado was inquiring about rescheduling the home inspection.
11. Following the completion of the home inspection, Amado's buyer-clients decided not to waive their conditions, and the APS became null and void.
12. A Mutual Release was signed by the buyers and Sellers on June 16, 2025, and the deposit was returned to Amado's buyer-clients.

SUMMARY OF AGREEMENTS

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

- A. Amado facilitated unauthorized and/or unsupervised access to the Property by releasing the lockbox code to the home inspector and failing to be in attendance at the scheduled home inspection appointment with their buyer-clients, without the consent of the Sellers and/or Sellers' 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 Amado 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.

It is agreed that Amado failed to comply with the following sections of the General Regulation, 567/05:

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 **\$7,500.00** not later than **eight (8) 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
MCE Home Inspections	No later than eight (8) 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 course.

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. AMADO, Martin Steven is ordered to pay a fine in the amount of \$7,500.00, payable to RECO, not later than eight (8) months after the date of the Decision of the Discipline Committee.
2. AMADO, Martin Steven is ordered to successfully complete the "MCE Home Inspections" course no later than eight (8) 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 24, 2026