
**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 -

RAMANJEET KAUR BHOGAL

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(b) of the General Regulation.

ORDER: Fine of \$6,000.00 payable to RECO not later than six (6) months after the date of the Decision of the Discipline Committee: December 28, 2026

Successful completion of the “*MCE Professional Practice*” 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*



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, Ramanjeet Kaur Bhogal ("Bhogal") is registered as a salesperson under the *Trust in Real Estate Services Act, 2002* ("Act").
2. At all relevant times, Bhogal was employed at the brokerage Homelife Landmark Realty Inc. ("Landmark Realty").
3. Danielo Radassao (the "Seller") was selling their property located at 120 Macintosh Drive, Stoney Creek, Ontario (the "Property"). The Seller was represented by Re/Max Escarpment Golfi Realty Inc. ("Seller's Brokerage") and Rob Golfi ("Seller's Representative").
4. On or about September 18, 2024, Bhogal submitted an Agreement of Purchase and Sale ("APS") for the Property on behalf of their buyer clients (the "Buyers"). The APS was accepted by the Seller and Buyers. The APS included the following details:
 - a) Purchase Price: \$860,000
 - b) Closing Date: October 7, 2024
 - c) Conditions: The Seller agrees to allow the Buyer to re-enter the above premises two (2) more times for necessary measurement purposes at a mutual convenient time to both parties before the date of closing.
5. Following the acceptance of the APS on September 18, 2024, the Buyers required an extension to the closing date in the APS. On or about October 1, 2024, a letter was provided by the Seller's Law Firm that confirming the extension of the closing date to October 30, 2024 by 5:00 p.m. to allow the Buyers to get financing for the Property.
6. On October 29, 2024, between 3:00 p.m. to 6:00 p.m., Bhogal had a scheduled final walk through for the Buyers at the Property. While at the Property, Bhogal and/or the Buyers engaged in a religious ritual inside the Property, more specifically, Bhogal and/or the Buyers

placed swastika-like symbols throughout the Property on the walls, appliance(s) and above doors.

7. The Seller attended the Property after the conclusion of the final walk through and found red markings on the walls, doors and/or appliances throughout the Property. The Seller contacted their Seller's Representative upset at the findings and the Property and came to learn that this religious ritual was conducted without their permission and/or knowledge.
8. Bhogal confirms they did not obtain the consent of the Seller and/or the Seller's Representative before permitting a religious ceremony to be conducted within the Property and/or permitting the Buyers to make red markings to the interior walls, doors and appliances at the Property.

SUMMARY OF AGREEMENTS

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

- A. Bhogal permitted the Buyers to perform an unauthorized religious ceremony at the Property that caused markings and/or damage to the interior of the Property without the consent of the Seller and/or the Seller's Representative, contrary to sections 1 and 2 of the Code of Ethics O.Reg 365/22 and section 22.5(b) of the General Regulation O.Reg 567/22.

It is agreed that Bhogal 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 Bhogal failed to comply with the following section of the General Regulation, O. Reg. 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 **\$6,000.00** not 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
MCE Professional Practice	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(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. BHOGAL, Ramanjeet Kaur is ordered to pay a fine in the amount of \$6,000.00, payable to RECO, not later than six (6) months after the date of the Decision of the Discipline Committee.
2. BHOGAL, Ramanjeet Kaur is ordered to successfully complete the “*MCE Professional Practice*” 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 25, 2026