

**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 -

JOSEPHINE ANNA LENNON (registered as JOSEPHINE LENNON)

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, 2(a)(b) and 3 of the *TRESA 2002* Code of Ethics.

In violation of Sections 22.5(a)(b) of the *General Regulation*.

ORDER: Fine of \$5,000.00 payable to RECO no later than six (6) months after the date of the Decision of the Discipline Committee: December 8, 2026.

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, Josephine Anna Lennon registered as Josephine Lennon (“Lennon”) was registered as a salesperson under the *Trust in Real Estate Services Act, 2002*.
2. At all relevant times, Lennon was employed brokerage Sotheby’s International Realty Canada (“S. Realty.”).
3. Seller A (the “Seller”) was the seller of a property located at 1A Street (the “Property”). Ardy Toosi (the “Seller’s Representative”) is the seller’s representative for the Property.
4. On or about January 1, 2025, an Agreement of Purchase and Sale (“APS”) for the Property was accepted by the Seller and Lennon’s buyer-client(s). The APS included, *inter alia*, a completion date of January 31, 2025, and three (3) 1-hour visits to the Property at a mutually agreeable time and 24-hour notice was provided.
5. Lennon scheduled the first 1-hour visit to the Property on behalf of their buyer-clients to take place on January 10, 2025. This was confirmed by the Seller’s Representative.
6. Following the January 10, 2025, visit to the Property, Lennon contacted the Condominium Property Manager (“CMPM”) regarding issue(s) at the Property – at this time Lennon entered into an arrangement for their buyer-client to attend the Property on January 14, 2025, with the CMPM.
7. On January 14, 2025, the CMPM and Lennon’s buyer-client attended the Property where contractors were consulted to obtain a quote for a shower renovation – no consent was requested and/or obtained from the Seller and/or the Seller’s Representative prior to arranging to have contractors attend the Property. The contractors were provided access by the CMPM at the Property.

8. The Seller advises that they came to learn of the January 14, 2025 unauthorized access at the Property after receiving two (2) separate quotes/invoices from the contractors that attended the Property. Lennon provided the quotes to the Seller and/or the Seller's Representative to request compensation for their buyer-client(s) regarding water damage that was alleged to have been concealed during showings at the Property.
9. Lennon, in their response to RECO, advises they requested the assistance of the CPM to attend with their buyer-clients. Lennon confirms they were not in attendance on the January 14, 2025.

SUMMARY OF AGREEMENTS

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

- A. Lennon facilitated unauthorized and/or unsupervised access to the Property by requesting the CPM to provide access and accompany their buyer-clients at the Property without a scheduled appointment and without the consent of the Seller and/or Seller's Representative, contrary to sections 1, 2 and 3 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 Lennon 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.

No counselling contraventions

3. A registrant shall not counsel, advise or knowingly assist a person to contravene the Act, the regulations or any other law that is applicable to a trade in real estate or that is relevant to carrying on a registrant's business.

It is agreed that Lennon 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 **\$5,000.00** no later than six (6) months after the date of the Decision of the Discipline Committee.

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, 2(a)(b) and 3 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. LENNON, Josephine Anna (registered as LENNON, Josephine), is ordered to pay a fine in the amount of \$5,000.00, payable to RECO, no later than six (6) months after the date of the Decision of the Discipline Committee.

Released: June 8, 2026