

**IN THE MATTER OF A DISCIPLINE HEARING 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 -

DANIEL JOHN IMRIE (registered as DAN IMRIE)

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 3, 37(1), 38 and 39 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$ 10,000.00 payable to RECO on or before April 9, 2025.

WRITTEN REASONS:

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. Daniel John Imrie registered as Dan Imrie, (“Imrie”) who at all relevant times was registered as a salesperson under the Real Estate and Business Brokers Act, 2002

("Act"), and who is currently registered as a salesperson under the *Trust in Real Estate Services Act 2002*.

2. At all relevant times, Imrie was employed at Brokerage A.
3. Imrie represented Individual A and Individual B (the "Buyers") in the sale of 1-A Street, City A, Ontario ("Property 1") and the purchase of 1-B Street, City B, Ontario ("Property 2"). Individual C and Individual D ("the Complainants") represented Seller A and Seller B (the "Sellers") of ("Property 2").
4. On or about June 16, 2023, Imrie conveyed an Agreement of Purchase and Sale ("APS") offer for Property 2 to the Sellers on behalf of the Buyers. The APS included a condition that Property 1 must be sold before closing on Property 2 (the "Condition"). The Condition was to be waived or fulfilled by August 15, 2023.
5. The Sellers of Property 2, through their agents (the "Complainants"), accepted the conditional APS.
6. On August 15, 2023, Imrie initiated discussions with the Complainants via text messages regarding a \$25,000.00 price reduction for the purchase of Property 2. Imrie explained that a price reduction was necessary to assist the Buyers, as they had received an amendment ("Amendment 1") from the prospective purchasers of Property 1, reflecting a lower-than- expected offer price. This financial shortfall from the sale of Property 1 had created difficulties for the Buyers in proceeding with the purchase of Property 2.
7. On August 15, 2023, Imrie further engaged with the Complainants via email, proposing an Amendment ("Amendment 2") for the Complainants to present to their clients, the Sellers. The amendment sought to remove the Condition in the APS in exchange for a \$25,000.00 price reduction on Property 2.
8. The Complainants sought evidence from Imrie of either Amendment 1 or any proof demonstrating that the offer on Property 1 had been reduced, resulting in a shortfall for the Buyers.
9. Imrie failed to provide the requested documentation. In response, through email and text messaging, Imrie informed the Complainants that Amendment 1 will

expire at 11:00 p.m. on August 15, 2023, and had not yet been finalized. Imrie further claimed that releasing any additional documents related to the purchaser of Property 1 would raise privacy concerns, even if personal names and information were redacted.

10. Soon after, Imrie completed the Amendment (“Amendment 2”) and emailed it to the Complainants as an attachment. In the email, Imrie stated that the Sellers had until 10:00 p.m. that same day to accept the amendment reducing the sale price and removing the condition requiring the sale of Property 1 before completing the transaction for Property 2. Imrie emphasized that the price reduction would “help get [the Buyers] deal done”.
11. On August 15, 2023, after some negotiations on the Amendment 2, the Sellers of Property 2 agreed to a \$10,000.00 price reduction. The transaction was finalized with the revised terms.
12. There never was an amendment or price reduction for Property 1. Imrie acknowledged two separate waivers on August 15, 2023, at 4:10 p.m.—one for the inspection and another for the propane tank delivery for Property 1. Imrie began discussions with the Complainants about the existence of Amendment 1 for Property 1 as early as 8:23 p.m. on the same day.
13. The APS for Property 1 initially contained an offer in the amount of \$1,250,000, which was amended to \$1,335,000 and accepted by all parties on or about August 5, 2023. There was no price reduction made between August 5 and August 15, 2023, the date of the alleged Amendment 1.
14. During the investigation process, the RECO investigator gave Imrie and Brokerage A two separate opportunities to provide a copy of Amendment 1 related to Imrie’s communications with the Complainants. No amendment existed in the trade file and neither Imrie nor Brokerage A could produce Amendment 1.

SUMMARY OF AGREEMENTS

It is agreed that Imrie failed to comply with the Code of Ethics as follows:

- A. Imrie falsely told the Sellers that an amendment for the sale of his buyer clients' property was pending and would expire at 11:00 p.m. on August 15, 2023, despite no such amendment existing. Imrie insisted that his clients' purchase of the Sellers' Property was dependent on a price reduction based on this false claim, contrary to section 3 of the Code of Ethics.
- B. Imrie misrepresented the existence of an amended offer reducing the sale price for the property his clients were selling and made inaccurate statements about the status of the alleged amendment to the complainants. Imrie failed to prevent this misrepresentation by not correcting the false information, contrary to sections 37 and 38 of the Code of Ethics.
- C. Imrie misrepresented the existence of an amendment regarding the sale price of his client's property in order to secure a price reduction on the property they were purchasing and subsequently failed to provide accurate documentation or verify the authenticity of the statements he made when requested by the complainants, contrary to section 39 of the Code of Ethics.

It is agreed that Imrie failed to comply with the following sections of the Code of Ethics:

Fairness, honesty, etc.

3. A registrant shall treat every person the registrant deals with in the course of a trade in real estate fairly, honestly and with integrity.

Inaccurate representations

37.(1) A registrant shall not knowingly make an inaccurate representation in respect of a trade in real estate.

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.

Unprofessional conduct, etc.

39. A registrant shall not, in the course of trading in real estate, engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as disgraceful, dishonourable, unprofessional or unbecoming a registrant.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of \$10,000.00 on or before April 9, 2025.

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 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 3, 37(1), 38 and 39 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. DANIEL JOHN IMRIE (registered as DAN IMRIE) is Ordered a Fine of \$10,000.00 payable to RECO on or before April 9, 2025.

[Released: January 17, 2025]