IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE *TRUST IN REAL ESTATE SERVICES ACT, 2002*, S.O. 2002, c. 30, Sch. C

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND-

DARSHVIR SINGH GILL

PENALTY DECISION AND REASONS FOR DECISION

ORDER:	Payment by Darshvir Singh Gill of a fine of $10,000.00 to RECO, payable within 180 days of this Decision being released; and Successful completion, at their own expense, the course " MCE Intro to TRESA" and provide RECO with confirmation of successful completion of this course within 180 days of this Decision being released to the parties.
WRITTEN REASONS:	*attached*

Mary Di Felice
Mary Di Felice (Jul 24, 2026 11:07:43 EDT)
Mary Di Felice

Mary Di Felice, Chairperson

Mary Popat
Mary Popat (Jul 24, 2026 09:48:26 EDT)
Mary Popat

Mary Popat, Panel Member

Kayla Stephenson
Kayla Stephenson (Jul 26, 2026 21:34:19 EDT)
Kayla Stephenson

Kayla Stephenson, Panel Member

REASONS FOR DECISION

PENALTY & COSTS

INTRODUCTION

In the matter of RECO Case #2024050632, *RECO v. Darshvir Singh Gill (registered as Darshvir Gill*) the Registrar and the Respondent entered into an Agreed Statement of Facts including agreements that the Respondent failed to comply with the Act and Regulations. They did not agree on the appropriate penalty.

AGREED STATEMENT OF FACTS

The Agreed Statement of Facts and Penalty read:

1. At all relevant times, Darshvir Singh Gill ("Gill") was registered as a broker under the *Trust in Real Estate Services Act, 2002*.

2. At all relevant times, Gill was employed at the brokerage Vendex Realty Inc. ("V Realty").

3. Andrew Wells ("Wells") and Lisa Shirriff ("Shirriff") (collectively the "Landlord's Representatives") are the Complainants in this matter. They listed a property identified as 91 Leadership Drive, Lower Level, Brampton, Ontario (the "Property") for lease on behalf of the Property Owners (the "Landlord-Clients").

4. On or about April 12, 2024, an Agreement to Lease ("Lease Agreement") for the Property was submitted by Gill on behalf of their tenant-client(s). The details of the Lease Agreement included, but were not limited to, an occupancy commencement date of April 17, 2024.

5. There were several text messages exchanged between Wells and Gill regarding the Property, more specifically, the Landlord-Clients required due diligence to be completed prior to the acceptance of the Lease Agreement and Gill was inquiring how quickly their tenant-clients could move in.

6. On April 16, 2024, the Lease Agreement was signed and accepted by all parties. Pursuant to the terms of the Lease Agreement, the commencement date was April 17, 2024.

7. On April 16, 2024, at approximately 5:00 p.m., Gill's tenant-clients are observed through the Property's surveillance camera with their moving truck in the driveway and can be seen moving their belongings into the Property.

8. The Landlord-Clients contacted the Landlord's Representatives to raise the concern that Gill's tenant-clients are moving into the Property prior to the commencement of the Lease Agreement and without their consent. The Landlord-Clients were out of town and were not at the Property at the time of incident.

9. Gill confirmed in their response to this Complaint that they released the lockbox code to their tenant-clients to allow them to move into the Property prior to the commencement of the Lease and without obtaining the consent of the Landlord's Representatives and/or their Landlord-Clients.

SUMMARY OF AGREEMENTS

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

A. Gill facilitated unauthorized and/or unsupervised access to the Property by releasing the lockbox code to their tenant-clients so they could move into the Property prior to the commencement of the Lease Agreement and without the consent of the Landlord's Representative and/or the Landlord-Clients, 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.

PENALTY SUBMISSIONS

The Panel met by videoconference on June 4, 2026 to review the written submissions of the parties on the issue of Penalty and Costs. Submissions were received from RECO's counsel. The Registrant, Darshvir Gill ("Gill") did not provide any submissions.

The Submissions were reviewed and considered by the Panel to determine the appropriate Penalty. The Panel took into consideration the supporting documents provided by RECO's counsel.

RECO's submissions included a comprehensive review of the Registrant's actions with respect to the guidelines in the *RECO v. Thompson* case.

NATURE AND GRAVITY OF THE BREACHES

The Panel has found that Gill's actions constituted a serious breach of the *Code of Ethics*.

ROLE OF THE OFFENDING MEMBER IN THE BREACHES

The Registrant was solely responsible for the events in this matter because he provided lockbox access to his tenant-clients one day before the lease was to commence.

WHETHER THE OFFENDING MEMBER SUFFERED OR GAINED AS A RESULT OF THE BREACHES

Gill was entitled to receive a commission upon completion of the transaction.

IMPACT OF THE BREACHES ON THE COMPLAINANT AND OTHERS

Unauthorized access was provided by the Registrant to his clients in the transaction, permitting them to move into the leased premises in advance of the lease commencement date. In doing so, the property was put at risk by the unauthorized early access.

The lease agreement stipulated that responsibility for the premises would be that of the Registrant's clients *once* the lease commenced. Accordingly, permitting them to occupy the property when they had no contractual accountability or responsibility was unfair to the landlord, and it created unacceptable risks. Risk and safety in real property transactions are always a concern, especially if insurance coverage is only effective as of the lease commencement date.

NEED FOR SPECIFIC DETERRENCE TO PROTECT MEMBERS OF THE PUBLIC

Any penalty must provide a clear message to the Registrant that misconduct is not acceptable and that it will not be tolerated.

In this case, the Registrant took it upon himself to allow his tenant-clients to move into the property without seeking the prior permission of the listing agent acting on behalf of the landlord. The landlord had the right to be consulted about the Registrant's clients obtaining occupancy before the agreed upon occupancy date.

An appropriate penalty must clearly indicate to the Registrant that a breach of the *Code of Ethics* is to be sanctioned and not to be repeated.

NEED FOR GENERAL DETERRENCE TO PROTECT MEMBERS OF THE PUBLIC

The Panel must send a clear message to all registrants when determining penalties in disciplinary cases. The decisions rendered by Discipline Committees, which resolve the contentious issues in specific hearings, also serve as notice to the profession in general, especially when breaches of the *Code of Ethics* have been determined.

Every RECO registrant in Ontario is responsible for compliance with the *Code of Ethics*. Any decision on an appropriate penalty after a breach has been determined must also assure the public that their concerns have been heard and dealt with in a judicious manner.

The public is entitled to have confidence in the integrity of the profession and assurance that there will be consequences for misconduct by registrants who do not abide by the Code of Ethics.

DEGREE TO WHICH THE BREACHES ARE REGARDED AS BEING OUTSIDE THE ACCEPTABLE RANGE OF CONDUCT

The complaint against Gill in this case was serious. The Registrant took it upon himself to release the confidential lockbox code and grant unauthorized access to a rental unit that did not belong to him.

As a registrant, Gill had a duty to safeguard the confidential lockbox code and he had no authorization to release it to his clients in advance of the occupancy date.

This situation was further aggravated by the fact that the Registrant did not take any steps to obtain the consent of the property owner to permit his tenant-clients to gain early access and occupancy of the property.

If there were extenuating circumstances that required immediate occupancy of the property by Gill's tenant-clients, he could have addressed that issue in the lease agreement or, alternatively, by contacting the landlord and obtaining the necessary consent.

RANGE OF SANCTION IN SIMILAR CASES

It was RECO's position that the Registrant's conduct fell in the mid-to high range of misconduct and, as a result, a significant penalty was warranted.

PENALTY

The Panel is mindful that the *Trust in Real Estate Services Act, 2002* and associated regulations are designed to protect the integrity of real estate transactions in Ontario.

The *Trust in Real Estate Services Act*, 2002 and its regulations are intended to protect the public and preserve the integrity of real estate transactions in Ontario. Registrants, clients, and other participants are entitled to expect compliance with the statutory and professional obligations governing those transactions.

In assessing the appropriate penalty in this case, the Panel has taken into consideration the factors cited in the *RECO v. Thompson* case.

The Panel also acknowledges that the Registrant entered into an Agreed Statement of Facts, signifying his cooperation in the discipline process and, equally important, his acknowledgement that he breached the *Code of Ethics* when he disclosed the lockbox code to his clients.

Further, by entering into the Agreed Statement of Facts, a full hearing on the merits was avoided, which would have added to costs for all parties, and caused inconvenience for witnesses who would have been called at a hearing.

Given all the factors above, the Panel has unanimously concluded that the following penalty is appropriate and an order to that effect is hereby made:

(i) The Registrant Gill shall pay a fine of $10,000.00 within 180 days of the date of the Panel's decision; and

(ii) The Registrant Gill shall successfully complete the course MCE Intro to TRESA, with the Registrant providing to RECO proof of successful completion of that course within 180 days of the date of the Panel's decision.

Costs were not sought in this proceeding and none are ordered.

Released: July 30, 2026