
**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 -

ZAHEER SHAW

DISCIPLINE DECISION AND REASONS FOR DECISION

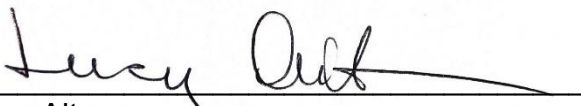
Subject to Rule 4.02 of the Discipline and Appeals Committee Rules of Practice (*TRESA 2002*), I, the Chair of the Discipline Committee (*TRESA 2002*) have reviewed and considered the Agreed Statement of Facts and Penalty together with the Waiver of Hearing submitted by the Parties to this proceeding and provide the following Order:

FINDINGS: In violation of Sections 1, 2(a)(b), 5(a)(b), 8(1) and 9(1) of the *TRESA 2002* Code of Ethics.

ORDER: Fine of \$17,000.00 payable to RECO on or before 1 year after the date of the Decision of the Discipline Committee in this matter: August 9, 2027

Successful completion of the “*RECO CE Professional Practice: Representing a Client*” course and provide proof of completion to RECO not later than 180 days 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*



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, Zaheer Shaw ("Shaw") was registered as a salesperson under the *Trust in Real Estate Services Act, 2002*.
2. At all relevant times, Shaw was employed at the brokerage Sam McDadi Real Estate Inc. Brokerage ("Sam McDadi Brokerage").
3. At all relevant times, Shaw represented Zaheera Soomar (the "Seller") during the sale of 3401 Drummond Road, Mississauga (the "Property").
4. At all relevant times, Jitender Kalra ("Kalra") was employed at the brokerage Re/Max Real Estate Centre Inc. Brokerage ("Centre Inc. Brokerage").
5. At all relevant times, Kalra represented Varun Munjal and Ekta Bhardwaj (the "Buyers") in their purchase of the Property.
6. The Buyers have filed a complaint with RECO regarding the conduct of Shaw during their purchase of the Property.
7. On or around October 5, 2024, the Seller entered into a representation agreement (the "Listing Agreement") for the Property with Sam McDadi Brokerage.
8. Schedule A of the Listing Agreement indicated that the following services would be provided to the Seller by Sam McDadi Brokerage:
 - a) Staging Consultation;
 - b) Photography;
 - c) Property advertising; and
 - d) MLS Listing.

9. On or around October 14, 2024, the listing for the Property was uploaded to a local real estate listing service (the "Listing") by Shaw for \$1,595,000.
10. The Listing indicated the 2024 taxes for the Property as \$6,440.
11. On or around October 22, 2024, the Seller entered into an Agreement of Purchase and Sale (the "APS") with the Buyers for the Property for a purchase price of \$1,547,500, and a transaction completion date of January 16, 2025. The APS was conditional upon financing and inspection of the Property.
12. On or around October 30, 2024, the Buyers received a home inspection report (the "Report") of the Property from City Wide Home Inspectors.
13. The Report identified several issues with the Property that required repair (the "Repairs") including caulking and replacement of smoke and carbon monoxide detectors.
14. The Report noted that the floor in the living and dining rooms was "satisfactory", and that it issued a professional opinion based on a visual inspection of the accessible components of the home, and that the inspection was not an exhaustive technical evaluation.
15. The Report further noted that there may be limitations to the inspection, and that many components of the home are not visible during the inspection.
16. On or around October 30, 2024, Kalra emailed Shaw and requested that the Seller address the Repairs.
17. On or around October 31, 2024, the Seller entered into an Amendment to the APS (the "Amendment") with the Buyers, which indicated that the Seller agreed to do the Repairs. The Amendment also removed the financing and inspection conditions from the APS.
18. On or around January 15, 2025, the Buyers attended the Property with Kalra for a final pre-closing walk through.
19. On January 16, 2025, the transaction for the Property closed.
20. After the transaction for the Property closed, the Buyers discovered a large area in the living room with missing laminate flooring (the "Missing Flooring").
21. During the Buyers viewings that took place prior to the completion date, the Missing Flooring was concealed by a large item such as a sofa and/or a rug.
22. After the transaction for the Property closed, the Buyers received a 2025 interim tax bill for the Property, which indicated the tax amount for 2024 as \$8,396.78.

23. Shaw earned a commission of \$9,582.04 for the transaction.

SUMMARY OF AGREEMENTS

It is agreed that Shaw failed to comply with the Code of Ethics (O. Reg. 365/22) as follows:

- A. Shaw failed to disclose to the Buyers' representative that an area of the laminate flooring was missing, contrary to sections 1, 2, 5, 8(1) and 9(1) of the Code of Ethics, O. Reg. 365/22.
- B. Shaw failed to take reasonable steps to determine and/or verify material facts in respect of property taxes and posted inaccurate information about the Property on the local listing service, contrary to sections 5 and 9(1) of the Code of Ethics, O. Reg. 365/22.

It is agreed that Shaw 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.

Misrepresentation, etc.

- 5. In carrying on business, a registrant,
 - (a) shall make best efforts to ensure that any representations are accurate and are not misleading; and
 - (b) shall not engage in or be a party to misrepresentation or any unethical practice.

Best interests

- 8. (1) A registrant that represents a client shall promote and protect the best interests of the registrant's clients.

Conscientious and competent service, etc.

9. (1) A registrant shall provide conscientious, courteous and responsive service to clients and demonstrate reasonable knowledge, skill, judgment and competence in providing such service.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$17,000.00** on or before **1 year** after the date of the Decision of the Discipline Committee in this matter.

To successfully complete the following courses or programs by the identified completion date:

Course Title (Provider)	Completion date
RECO CE Professional Practice: Representing a Client	not later than 180 days after the date of the Decision of the Discipline Committee on this matter.

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, 2(a)(b), 5(a)(b), 8(1) and 9(1) of the *TRESA 2002* Code of Ethics.

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. SHAW, Zaheer is ordered to pay a fine in the amount of \$17,000.00, payable to RECO, on or before 1 year after the date of the Decision of the Discipline Committee in this matter.
2. SHAW, Zaheer is ordered to successfully complete the "RECO CE Professional Practice: Representing a Client" course not later than 180 days 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.

Released: August 7, 2026