
**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 -

ONKAR CHAHAL

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

ORDER: Fine of \$7,000.00 payable to RECO on or before six (6) months after the date of the Decision of the Discipline Committee in this matter: September 8, 2026.

Successful completion of the “*Introduction to TRESA*” course and provide proof of completion to RECO not later than 120 days after the date of the Decision of the Discipline Committee in this matter, and to provide proof of completion to RECO within 60 days of completion of the course.

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, Onkar Chahal (“Chahal”) was registered as a Salesperson under the *Trust in Real Estate Services Act, 2002* (“Act”).
2. At all relevant times, Representative A (“Representative A”) was registered as a salesperson under the *Trust in Real Estate Services Act, 2002* (“Act”).
3. At all relevant times, Chahal was employed at Brokerage B.
4. At all relevant times, Representative A was employed at Brokerage B.
5. Individual A (the “Complainant”) was a tenant residing at 1-A Street, City A (the “Property”). The Property is owned by Individual B and Individual C (the “Landlords”).
6. On September 7, 2024, Chahal and Representative A visited the Property, and discussed taking photos of the Property with the Complainant. The Complainant informed Chahal and Representative A that he would be on vacation in Australia from September 12 to 25, 2024, and that communication would be difficult due to the 14-hour time difference.
7. On September 10, 2024, Chahal and Representative A entered into a representation agreement with the Landlords to offer the Property for sale. The agreement was for the term of September 16, 2024, to December 17, 2024.
8. On September 13, 2024, at 2:36 a.m., the Complainant received a text message from Representative A stating that they would have a photographer stop by at the Property on September 14, 2024.
9. On September 14, 2024, Representative A sent the following text message to the Complainant:

“We are here at home today for pics. We were just wondering if we could park the van on street to take the front picture of the house. We will park it back after pics are done. We just got the keys.”

10. Due to the time difference, the Complainant could not respond immediately.
11. The Complainant received notifications from the security cameras at the Property and discovered that the van was moved without his permission.
12. The Complainant also observed Chahal’s son on the security camera entering the Property unaccompanied and retrieving a knife from the Property which he then used to scrape weeds from the driveway interlocking.
13. On September 15, 2024, at 3:13 a.m., the Complainant sent Representative A the following text message:

“I never gave you permission to move my van? Also, my keys for my van were hidden. So you searched my house for them?”
14. On September 15, 2024, at 6:56 a.m., Representative A responded to the Complainant’s text message:

“Hello, We did not search the house just checked if we could find in the entrance room. I am so sorry if it was a big issue man. I just moved it to take a front picture of the house. My goal was not to hurt you in any sense brother. I am extremely sorry, if I have hurt your feelings. I felt so pressurised at the time as you were not there and could not think of what to do. Please accept my apologies”.
15. On October 28, 2024, Chahal and Representative A provided a joint response to RECO and advised as follows:
 - a) They located the Complainant’s van keys in the entrance room;
 - b) Representative A moved the Complainant’s van, and moved it back once the photographer had finished taking pictures of the Property;

- c) Chahal's son helped Representative A and Chahal during the photography session. Chahal's son retrieved a knife from the kitchen, Chahal cut the weeds, and Chahal's son then cleaned and returned the knife to the kitchen.

SUMMARY OF AGREEMENTS

It is agreed that Chahal failed to comply with the Code of Ethics (O. Reg. 580/05)

as follows:

- A. Chahal, without the Complainant's consent, searched the Complainant's home to obtain the keys to their vehicle, moved the Complainant's vehicle, and allowed a minor to use the Complainant's knife to remove weeds from the Property, contrary to sections 2 and 9 of the Code of Ethics, O. Reg.365/22.

It is agreed that Chahal failed to comply with the following sections of the Code of Ethics O. Reg.365/22:

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.

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 **\$7,000.00** on or before 6 months 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
Introduction to TRESA	Not later than 120 days after the date of the Decision of the Discipline Committee in 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 2(a)(b) 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. CHAHAL, Onkar is ordered to pay a fine in the amount of \$7,000.00, payable to RECO, on or before 6 months after the date of the Decision of the Discipline Committee in this matter.
2. CHAHAL, Onkar is ordered to successfully complete the “*Introduction to TRESA*” course not later than 120 days after the date of the Decision of the Discipline Committee in this matter, and to provide proof of completion to RECO within 60 days of completion of the course.

Released: March 18, 2026