

**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 -

VANESSA MARIE BURTON (registered as VANESSA BURTON)

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

In violation of Sections 22.7(1)(a) of the General Regulation.

ORDER: Fine of \$19,000.00 payable to RECO on or before 10 months after the date of the Decision of the Discipline Committee in this matter: February 1, 2027.

Successful completion of the “*REIC 2600 – Ethics in Business Practice*” course and provide proof of completion to RECO not later than 120 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 course.

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 (*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, Vanessa Burton (“Burton”) was registered as a salesperson under the *Trust in Real Estate Services Act, 2002* (“Act”) and was employed at Brokerage A (the “Brokerage”).
2. At all relevant times, Buyer A and Buyer B (the “Buyers”) were represented by Representative A.
3. At all relevant times, Burton represented the Sellers of the Property, Seller A and Seller B (the “Sellers”).
4. The Buyers filed a complaint with RECO regarding the conduct of Burton during their purchase of 1-A Street, City A (the “Property”).
5. On or around November 1, 2024, the listing for the Property was uploaded to a local real estate listing service with a sale price of \$1,295,000.
6. On or around December 18, 2024, Representative B emailed Burton an offer for the Property (the “First Offer”) on behalf of her client Buyer C.
7. The First Offer included a purchase price of \$1,100,000 with a \$55,000 deposit, and a closing date of February 12, 2025.
8. The First Offer had four conditions, and was irrevocable until December 19, 2024, at 6:00 p. m.
9. On or around December 18, 2024, Burton and Representative A exchanged the following text messages with respect to the First Offer:

Burton – *“Hey, we just got an offer. Irrevocable is tomorrow at 6pm.”*

Representative A - *“Hey Vanessa, my clients are kinda worried about getting into a multiple tomorrow given what they’d want to do the house. Do you have a sense if this offer will be something your clients would entertain?”*

Burton – *“They definitely wouldn’t accept the offer as it is.”*

10. On or around December 18, 2024, Burton emailed the First Offer to the Sellers with the following email:

“Everyone who has been shown the property has been automatically notified that we have an offer and that it is irrevocable until 6 p.m. tomorrow, they don’t know any other details, and we will not be disclosing any details to them. So for tonight and tomorrow we will be contacting all of those agents personally to follow up. We have until 6 p.m. tomorrow to either accept, counter or reject the offer.”

11. On December 18, 2024, the Sellers emailed Burton and advised that the First Offer was too low.

December 19, 2024

12. At 3:23 p.m., Representative A texted Burton and advised that she would be emailing Burton an offer for the Property on behalf of the Buyers.

13. At 3:27 p.m., Burton texted Representative B the following:

“Hey, sounds like I might have another offer coming in. I should know more in the next hour, I’ll keep you posted.”

14. At 4:47 p.m., Representative A emailed Burton an offer for the Property on behalf of the Buyers (the “Second Offer”).

15. The Second Offer included a purchase price of \$1,210,000, with a \$60,000 deposit, and a closing date of February 7, 2025.

16. The Second Offer was conditional upon financing only, and was irrevocable until December

19, 2024, at 9:00 p.m.

17. At 4:47 p.m., Burton and Representative A exchanged the following text messages with respect to the Second Offer:

Burton - *“Ok let me see what I can do, they are pretty close.”*

Representative A - *“Okay keep me posted.”*

18. At 4:53 p.m., Burton called Representative B and informed her that the Second Offer had been received and was giving Representative B the opportunity to come forward with their “best and final” offer.

19. Representative B responded that her client would likely not be changing his offer as he was not interested in getting into competition, but she would call him to confirm.

20. Burton and Representative A exchanged the following text messages:

a) **Burton** - *“Just spoke to the other agent. She is going to send an improved offer. I told them we don’t want to go back and forth so they should send their best and final.”*

b) **Representative A** - *“Ok let me talk to them. Hard to know what they’ll improve to...”*

c) **Burton** - *“They’re pretty close as of now. I’m not sure how much they will come up but she did keep saying “well this was just their opening bid”. But who knows.”*

d) **Representative A** - *“Okay. Did she say when she was sending it in?”*

e) **Burton** - *“She was just picking up her daughter from daycare and said her clients were probably wrapping up at work, so might be an hour or so.”*

f) **Representative A** - *“Ok sounds good.”*

21. Between 5:16 p.m. and 5:43 p.m., Burton and Representative B exchanged the following text messages:

Representative B - *“I spoke with Individual A and Individual B and in all honesty, they are not in a position right now to get into competition and offering up their top dollar. So we won’t be amending our offer at this time.”*

Thank you though for the opportunity.”

Burton – *“Ok, did they want to at least extend the irrevocable until 9pm?”*

Burton – *“I know my client really liked how you approached the offer and made it clear they are not going to be tearing the house down.”*

Burton – *“It’s the house she grew up in so that carries a lot of weight.”*

Representative B – *“Sorry just got a hold of them. We are going to keep the irrevocable until 6.”*

Burton – *“Ok, best of luck in your search!”*

Representative B – *“You’re more than welcome to sign it back after it dies if you don’t end up getting what you want from the other offer.”*

22. At 6:00 p.m., the First Offer expired.

23. At 6:01 p.m., Burton and Representative A exchanged the following text messages:

Burton – *“Ok I have their best and final. My client’s brother is at work until 6:30 so she’s going to speak to him then. Can you send me your best and final by then? I’m hoping we can make a decision by 7:30-8:00”.*

Representative A – *“Ok I’ll let them know. Any insight?”*

Burton – *“Just price.”*

Representative A – *“That’s good I’ll let them know. Ok I’ll talk to them.”*

Representative A – *“Do they have conditions as well?”*

Burton – *“If you can go firm that would help as well but price is biggest factor.”*

Representative A – *“Ok ya just wondering if that would give us an advantage.”*

Burton – *“I just assumed you needed the condition.”*

Representative A – *“He’s on the phone with his mortgage broker. So trying to see if we can waive that. Should have something back soon. They keep going back and forth.”*

24. At 6:14 p.m., Representative A emailed Burton an improved offer for the Property on behalf

of the Buyers (the “Final Offer”).

25. The Final Offer included a purchase price of \$1,229,000, with a \$60,000 deposit, and a closing date of February 7, 2025.
26. The Final Offer was conditional upon financing only, and was irrevocable until December 19, 2024, at 9:00 p.m.
27. After receiving the Final Offer, Burton texted Representative A the following:

“Ok, I’m going to speak to them soon. I hope they will work with your offer but to be honest it’s still close.”
28. At 8:09 p.m., Burton texted Representative A advising that the Final Offer had been accepted by the Sellers.
29. On December 21, 2024, the Buyers attended a Christmas party and learned that the First Offer had been submitted by Gardiner who was their friend.
30. Buyer C advised the Buyers that he had not re-submitted an offer for the Property and had let the First Offer expire.
31. On December 21, 2024, Burton and Representative A exchanged the following text messages:

Representative A - *“Hey Vanessa, just wanted to chat quick. Clients were at a Christmas party last night and found out they’re friends with the other buyer who submitted an offer. The other buyer indicated that they did not resubmit and they let their offer expire at 6pm. Were we the only ones at the table when we resubmitted?”*

Burton – *“Their agent said that they didn’t want to improve so we could sign it back if we decided to work with theirs. So I guess technically yours was the only one registered at that point but my understanding is that they were still keeping their hat in the ring. Their agent told me they would come up in price if we signed back.”*

Representative A – *“If we had known we were the only ones though they wouldn’t have improved, I’m sure you can understand that? So they’re*

feeling slighted right now with the extra \$19,000 they put down.”

Burton – *“I can see that. But at the end of the day, my clients weren’t going to accept your guys offer at 1.21. It took a lot for me to get them to accept at 1229.”*

Burton – *“I can totally understand how they would feel. A lot of people feel that way after a multiple offer situation, especially if they find out details of the other offer.”*

Burton – *“But at the end of the day, I still think it’s a good purchase at that price and I know my client wouldn’t have accepted lower.”*

Representative A – *“The difference here is that we technically were alone as of 6:01 when you said best and final was received from them.”*

Burton – *“I get that, but in all my conversations with the other agent, it was indicated that they were still in the game.”*

Burton – *“And it was made clear to me that if we signed back, we could work with that offer.”*

Burton – *“Which is why I needed to see your best and final to decide if we should sign back that other one.”*

32. On December 23, 2024, Representative A submitted an Amendment to the Final Offer on behalf of the Buyers (the “Amended Offer”).
33. The Amended Offer was for \$1,210,000, and was irrevocable until December 23, 2024, at 9:00 p.m.
34. In her email, Representative A noted that the \$19,000 price reduction was due to how the negotiation was improperly handled, and that the Buyers would not be entertaining any other sign back.
35. On December 23, 2024, Burton advised Representative A that the Sellers would not accept the Amended Offer.
36. On December 23, 2024, the Buyers executed the Notice of Fulfillment of Condition form and

emailed it to Burton.

37. On March 10, 2025, the transaction for the Property closed.
38. On March 16, 2025, Burton provided a written response to RECO and advised as follows:
- *When she texted Representative A to let her know that she had the other agent's best and final at 6:01 p.m. on December 19, 2024, she did not advise Representative A that the offer remained as-is;*
 - *She expected Representative A to ask her if the First Offer had been resubmitted, and if she had been asked, she would have told Representative A no;*
 - *Even though there was technically only one registered offer, she believes she had two offers to work with as one would be a sign back;*
 - *She understands the Buyers' frustration, especially as they found out that the offer was much lower than theirs.*
39. Burton earned a commission of \$3,749.55 for the sale of the Property.

SUMMARY OF AGREEMENTS

It is agreed that Burton failed to comply with the General Regulation (O. Reg. 567/05) as follows:

- A. Burton failed to accurately communicate the number of competing written offers to every person who was making one of the offers, contrary to section 22.7(1)(a) of the General Regulation, O. Reg. 567/05.

It is agreed that Burton failed to comply with the following section of the General Regulation (O. Reg. 567/05):

Competing Offers

22.7 (1) If a brokerage that has entered into a representation agreement with a seller receives a competing written offer, the brokerage shall,

(a) communicate the number of competing written offers to every person who is making one of the offers

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

- A. Burton made inaccurate representations in respect of a trade in real estate by misrepresenting the nature of a competing offer, and by failing to inform the Buyers that they were no longer in competition, contrary to sections 1, 2, 5(a) and 9(1) of the Code of Ethics, O. Reg. 365/22,

It is alleged that Burton 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 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

Conscientious and competent service, etc.

9. (1) A registrant shall provide conscientious, courteous and responsive service.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$19,000.00** on or before **10 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
REIC 2600 - Ethics in Business Practice	Not later than 120 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) and 9(1) of the *TRESA 2002* Code of Ethics and 22.7(1)(a) 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. BURTON, Vanessa Marie, registered as BURTON, Vanessa, is ordered to pay a fine in the amount of \$19,000.00, payable to RECO, on or before 10 months after the date of the Decision of the Discipline Committee in this matter.
2. BURTON, Vanessa Marie, registered as BURTON, Vanessa, is ordered to successfully complete the “REIC 2600 – Ethics in Business Practice” course, not later than 120 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: April 1, 2026