
**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 -

CHERYL JACQUELINE LANSIQUOT (registered as CHERYL LANSIQUOT)

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 5, 35, 38 and 39 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$10,000.00 payable to RECO on or before March 26, 2024.

Successful completion of RECO MCE Compliance and Ethics in Real Estate, Part 1, course, and provide RECO with confirmation of successful completion on or before March 26, 2024, and provide proof of completion to RECO within 60 days of completion of the course.

Successful completion of RECO MCE Compliance and Ethics in Real Estate, Part 2, course, and provide RECO with confirmation of successful completion on or before March 26, 2024, and 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 (*REBBA 2002*).

The Agreed Statement of Facts and Penalty read:

AGREED STATEMENT OF FACTS AND PENALTY

It is agreed as follows:

1. Cheryl Jacqueline Lansiquot is registered as Cheryl Lansiquot (“Lansiquot”), a broker under the *Real Estate and Business Brokers Act, 2002* (“Act”). Lansiquot was employed at Brokerage A. Lansiquot is currently registered at Brokerage B.
2. Representative A, a witness and participant in certain subject events, was at all relevant times employed as a salesperson with Brokerage C.
3. On September 2, 2022, RECO received a complaint from two consumers by the names of Individual A and Individual B (collectively, “the Complainants”) concerning the conduct of Lansiquot.
4. On April 1, 2022, the Complainants entered into a Listing Agreement with Brokerage A to list for sale the residential property located at 1-A Street, City A (“Property”) for \$1,199,000.00 (“Listing Agreement”).
5. On April 26, 2022, Representative A on behalf of his buyer client, submitted an Agreement of Purchase and Sale (“APS”) for the Property, which the Complainants accepted. Following are the terms of the APS:
 - Purchase price: \$1,130,000.00
 - Deposit: \$80,000.00
 - Irrevocable date: April 26, 2022, at 11:59 p.m.
 - Completion Date: June 15, 2022
 - Condition: The seller agrees to pay out the furnace/ac/hwt before the completion of this transaction if not done already and the seller warrants no outstanding amount related to furnace/ac/hwt or its equipment will be pending by the completion of this transaction.
6. On April 30, 2022, Lansiquot sent the following email to the Complainants:

“As discussed before, I will provide you with a “gift” to pay off the rental items. This payment will be done by bank draft to yourselves after the closing of 1-A Street. Please provide me with a receipt after the rental items have been paid off before closing.”

7. On May 17, 2022, the Complainants sent the following email to Lansiquot:

“To date the buyout for the hvac (includes the ac, furnace and humidifier) is \$11,583.40 this includes HST. The buyout for the water heater is \$999.27.”
8. On May 18, 2022, Lansiquot sent the following email to the Complainants:

“As discussed, when you accepted your offer on 1-A Street, I advised that the “gift” would be paid to you after closing. On April 30th, I advised the same via email. I do not process “gifts” prior to closing. The sale of 1-A Street must close first. Also, for the record, this entire “gift” will be handled by myself only. Please provide the receipt from Company A once the rental items have been paid off. I need to send the receipt to the buyer’s agent who will then forward it to their buyer’s lawyer that this has been fulfilled.”
9. On June 3, 2022, a letter from Company A to the Complainants confirmed that a request was made to proceed with a buyout of the furnace, air conditioning and hot water tank.
10. On June 9, 2022, the Complainants obtained a bank draft for \$12,266.60 payable to Company A.
11. On June 16, 2022, Lansiquot sent the following email to the Complainants:

“Congratulations on your closing! The date of the “gift” will be provided once my payment has been received from the brokerage. Please provide an address where the check can be mailed too.”
12. On June 29, 2022, a trade record sheet provided by Brokerage A indicated that Lansiquot received a total commission of \$31,922.50.
13. On July 11, 2022, Lansiquot sent the following email to the Complainants:

“Please note that I have no obligation to you with respect to the rentals that you paid out. As such there is no payment forthcoming from me.”
14. The Complainants retained a lawyer to pursue the buyout payment agreed by Lansiquot.

SUMMARY OF AGREEMENTS

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

A. Lansiquot failed to follow through on a promise she made to seller clients in relation to covering the costs of the buyout rental items installed at the property, that the sellers were obligated to buyout under an agreement of purchase and sale that Lansiquot negotiated, contrary to sections 5, 35, 38 and 39 of the Code of Ethics.

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

Conscientious and competent service, etc.

5. A registrant shall provide conscientious service to the registrant's clients and customers and shall demonstrate reasonable knowledge, skill, judgment and competence in providing those services.

Financial responsibility

35. A registrant shall be financially responsible in the conduct of business.

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

A) The Respondent understands and agrees to the following penalty:

To pay a fine of **\$10,000.00** on or before **March 26, 2024**.

To successfully complete the following courses or programs by the identified completion date and provide proof of completion to RECO within 60 days of completion of courses:

Course Title (Provider)	Completion Date
RECO MCE Compliance and Ethics in Real Estate, Part 1	On or before March 26, 2024
RECO MCE Compliance and Ethics in Real Estate, Part 2	On or before March 26, 2024

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 (*REBBA 2002*) concluded that the Respondent breached Sections 5, 35, 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. **CHERYL JACQUELINE LANSIQUOT (registered as CHERYL LANSIQUOT)** is Ordered a Fine of \$10,000.00 payable to RECO on or before March 26, 2024.
2. **CHERYL JACQUELINE LANSIQUOT (registered as CHERYL LANSIQUOT)** is Ordered to successfully complete RECO MCE Compliance and Ethics in Real Estate, Part 1, course on or before March 26, 2024, and provide proof of completion to RECO within 60 days of completion of the course.
3. **CHERYL JACQUELINE LANSIQUOT (registered as CHERYL LANSIQUOT)** is Ordered to successfully complete RECO MCE Compliance and Ethics in Real Estate, Part 2,

course on or before March 26, 2024, and provide proof of completion to RECO within 60 days of completion of the course.

[Released: October 20, 2023]