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**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 -**

**LIAQAT ALI GHUMMAN (a.k.a. LIAQAT A. GHUMMAN)**

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**DISCIPLINE DECISION AND REASONS FOR DECISION**

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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:

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**FINDINGS:** In violation of Sections 3, 4, 5, 37(1), 38 and 39 of the *REBBA 2002* Code of Ethics.

**ORDER:** Fine of \$ 20,000.00 payable to RECO on or before December 31, 2022.

Successful completion of RECO's "MCE Compliance and Ethics in Real Estate course (Parts 1 and 2)" and provide RECO with confirmation of successful completion, by not later than May 31, 2022.

**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. Liaqat Ghumman is a salesperson and employed with Brokerage A. He was employed with Brokerage A at all material times.
2. Sellers A (the “**Sellers**”) were owners of a property located at 1 A Street, City A (the “**Property**”).

#### ***Listing of the Property***

3. The Sellers lived in City B and rented out the Property prior to deciding to proceed with a sale.
4. In or about June 2018, the Sellers had discussions with Ghumman about representing them in selling the Property.
5. The Sellers entered into a listing agreement with Brokerage A for the Property on or about July 6, 2018. Ghumman was the representative of Brokerage A and the listing representative for the Property.
6. The listing agreement and the MLS Data Form provided for a listing commencement date of July 8, 2018, for the Property.
7. The listing date on the listing agreement and the MLS Data Form was later changed by Ghumman to July 29, 2018, without the knowledge or consent of the Sellers.

#### ***Failure to Comply with Obligations***

8. Ghumman advised the Sellers that some painting, cleaning and minor repair work was needed for the Property prior to making it available for sale (the “**Repair Work**”).

9. At Ghumman's request, the Sellers provided Ghumman with \$2,000.00 so that he could arrange for the Repair Work to be carried out at the Property.
10. Ghumman did not have the Repair Work carried out as he said he would.
11. Ghumman did not take steps to list or advertise the Property for sale until July 29, 2018.
12. Ghumman provided the Sellers with a cheque in the amount of \$2,500.00 (dated August 10, 2018). As part of providing this repayment, Ghumman sought the execution of a full release of himself and Brokerage A by the Sellers in relation to the listing of the Property.
13. The Sellers did not execute the release but did cash and accept the cheque/repayment.

### ***Unauthorized Rental***

14. Ghumman arranged to rent out the Property to a third party without the knowledge or consent of the Sellers.
15. The Sellers only became aware of the rental upon a visit to the Property that took place on or about August 2, 2018.
16. The Sellers proceeded to cancel their listing agreement with Brokerage A and Ghumman.
17. Financial hardship was caused to the Sellers by Ghumman's conduct due to the delay in being able to list and sell the Property.

## SUMMARY OF AGREEMENTS

### **It is agreed that Ghumman failed to comply with the Code of Ethics as follows:**

- A. Ghumman failed to list the Property for sale as per the terms of the listing agreement, contrary to sections 3, 4 and 5 of the Code of Ethics.

- B. Ghumman failed to carry out the Repair Work he had promised to have completed, contrary to sections 3, 5 and 38 of the Code of Ethics.
- C. Ghumman arranged for the rental of the Property without the knowledge or consent of the Sellers, contrary to sections 3, 4, 5 and 38 of the Code of Ethics.
- D. Ghumman altered documents relating to a trade in real estate, contrary to sections 3, 4, 5, 37(1) and 38 of the Code of Ethics.
- E. As a result of the actions set out in paragraphs A to D, Ghumman engaged in disgraceful, dishonourable, unprofessional and/or unbecoming conduct contrary to section 39 of the Code of Ethics.

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

Fairness, honest, etc.

3. A registrant shall treat every person the registrant deals with in the course of a trade in real estate fairly, honestly and with integrity.

Best interests

4. A registrant shall promote and protect the best interests of the registrant's client.

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.

Inaccurate representations

37. (1) A registrant shall not knowingly make an inaccurate representation in respect of a trade in real estate.

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

LIAQAT ALI GHUMMAN (a.k.a. LIAQAT A. GHUMMAN), the Respondent, be ordered to:

- a) pay a fine of \$20,000.00 on or before December 31, 2022; and
- b) successfully complete RECO's MCE: Compliance and Ethics in Real Estate, course (Parts 1 and 2) and provide RECO with confirmation of successful completion by not later than May 31, 2022.

By initials below, I, LIAQAT ALI GHUMMAN (a.k.a. LIAQAT A. GHUMMAN), acknowledge that I have read and understand the penalty outlined herein and agree to the said terms and/or conditions.

*[Respondent's Initials]*

By initials below, I, LIAQAT ALI GHUMMAN (a.k.a. LIAQAT A. GHUMMAN), agree, understand, acknowledge and consent to waive the requirement for a hearing and to request an Order from the Chair of the Discipline Committee that includes this Agreed Statement of Facts and Penalty as a final settlement of this matter.

*[Respondent's Initials]*

By initials below, I, LIAQAT ALI GHUMMAN (a.k.a. LIAQAT A. GHUMMAN), acknowledge that I exercised my right to be represented by Counsel or agent in this matter.

*[Respondent's Initials]*

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 Agreed Statement was duly signed by the Parties.]

### **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 3, 4, 5, 37(1), 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. LIAQAT ALI GHUMMAN (a.k.a. LIAQAT A. GHUMMAN) Is Ordered a Fine of \$20,000.00 payable to RECO on or before December 31, 2022.
2. LIAQAT ALI GHUMMAN (a.k.a. LIAQAT A. GHUMMAN) is Ordered to successfully complete RECO's MCE Compliance and Ethics in Real Estate, course (Parts 1 and 2), by not later than May 31, 2022.

*[Released: February 9, 2022]*