



**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 -

SHAHNAZ SOLTANIAN (a.k.a. SHARON SOLTANIAN)

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 3, 4, 5, 18(1), 38, 39 and 2(1) in respect to Section of 11(1)(a) of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$ 40,000.00 payable to RECO on or before March 31, 2021.

Successful completion of the Real Estate Institute of Canada (REIC) "REIC 2600: Ethics in Business Practice" course and provide RECO with confirmation of successful completion on or before July 31, 2021.

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. Sharon Soltanian ("Soltanian") is registered as a broker under the Act. She is currently the broker of record and principal of Brokerage A.

30 1-A Street Crescent, Toronto

2. Brokerage A, acting through Soltanian, entered into a listing agreement with Seller A on June 29, 2016 for a property located at 1-A Street, City A.
3. The listing agreement contained the following entries:
 - a. Seller A initialed in the designated area for the property to be listed on the MLS system;
 - b. Seller A did not initial in the designated area for the property to be an exclusive listing; and
 - c. the commencement date was listed as July 2016 but did not include a specific start day.
4. At the top of the listing agreement was a hand-written notation which stated: "*Exclusive listing start from June 29 2016*".
5. 1-A Street was listed on the MLS on July 8, 2016.
6. The listing agreement was terminated prior to its expiry and a new listing agreement was entered into with Seller A on August 2, 2016.
7. The new listing agreement provided for a 2.5 percent commission to be shared with the cooperating brokerage. However, the MLS listing incorrectly stated the co-operating brokerage commission as 2.5 percent minus \$499.00.
8. In August 2016, an investigative journalist with the Canadian Broadcasting Corporation show Marketplace attended at 30 1-A Street equipped with a hidden camera and microphone.
9. The journalist met with Soltanian under the guise of being a potential, unrepresented buyer. During their meeting the following exchange occurred:

I have control on both sides. You and him okay and before any other offer comes to make it multiple offer situation. I try to close the deal for you. [...] Do you understand? I'll use my power in order for you to get the house.

Summary

10. In entering into a listing agreement with Seller A that was not clear with respect to the date of commencement or the duration of an exclusive listing period, Soltanian breached sections 4, 5 and 38 of the Code of Ethics and section 2(1) in respect of s. 11(1)(a) of the Code of Ethics.
11. In not correctly listing the co-operating brokerage commission in the MLS listing, Soltanian breached sections 5 and 38 of the Code of Ethics.
12. In making statements suggesting she would act contrary to her client Seller A's best interest, Soltanian breached sections 4 and 5 of the Code of Ethics

2-B Street, City A

13. Brokerage A, acting through Soltanian, entered into a Listing Agreement with Seller B on May 9, 2016 for the property located at 2-B Street, City A.
14. The listing agreement contained the following entries:
 - a. Seller B initialed in the designated area for the property to be listed on the MLS system;
 - b. Seller B did not initial in the designated area for the property to be an exclusive listing; and
 - c. the commencement date was listed as May 2016 but did not include a specific start day.
15. At the top of the listing agreement was a hand-written notation which stated: "*Exclusive listing start from May 9 2016*".
16. 2-B Street was sold on May 17, 2016 pursuant to an agreement of purchase and sale.
17. An MLS listing for 2-B Street was posted for the first time on May 18, 2016 – after the sale of the property. The MLS listing incorrectly stated the listing date and sold date for 2-B Street to be May 18, 2016.
18. The MLS listing also incorrectly stated that 2-B Street had been sold on the MLS.
19. Brokerage A later publicly advertised 2-B Street as having been sold in one day when that was not the case.

Summary

20. In entering into a listing agreement with Seller B that was not clear with respect to the date of commencement and/or duration of an exclusive listing period, Soltanian breached

4, 5 and 38 of the Code of Ethics and section 2(1) in respect of s. 11(1)(a) of the Code of Ethics.

21. In posting an MLS document with incorrect information about the sale of 2-B Street , Soltanian breached sections 5 and 38 of the Code of Ethics.
22. In publishing Representative A advertisements with incorrect information about the sale of 2-B Street , Soltanian breached sections 5 and 38 of the Code of Ethics.

3-C Street, City A

23. 3-C Street 3-C Street was listed for sale on May 24, 2016 by Representative A.
24. The MLS listing indicated an asking price of \$1.18 million, with offers welcome on June 7, 2016, and the right to accept a pre-emptive offer.
25. Soltanian was working with a Buyer Client who was interested in 3-C Street .
26. On the instructions of her Buyer Client, Soltanian arranged to meet with Representative A on May 26, 2016 to present a pre-emptive offer of \$1.4 million for 3-C Street .
27. Soltanian attended at Representative A's office that night to present her Buyer Client's offer.
28. Due to, among other things, the presence of another registrant in the waiting area at Representative A's office, Soltanian assumed the other registrant was also there to present what would be a competing offer.
29. Based on that assumption, and after presenting the offer to Representative A, Soltanian informed her Buyer Client that there was a competing offer for 3-C Street .
30. As a result of being advised of the competing offer, the Buyer Client increased its offer for 3-C Street by \$31,000.00 and the increased offer was accepted.
31. In fact, there was no competing offer for 3-C Street .

Summary

32. In advising her Buyer Client that there was a competing offer when there was in fact no competing offer, Soltanian breached sections 3, 4 and 38 of the Code of Ethics.

4-D Street, City A

33. Soltanian's legal name is Shahnaz Hossein Gholizadeh. She trades real estate under the name Sharon Soltanian.

34. In October 2014, Soltanian entered into an agreement of purchase and sale to purchase 4-D Street, City A on her own behalf.
35. Soltanian also acted as the representative of the seller in the sale of 4-D Street pursuant to a listing agreement.
36. Soltanian completed a Registrant's Disclosure of Interest form for this transaction in which she stated that "Shahnaz Hossein Gholizadeh" is a registered broker and completed the explanation section with the statement "I am related to the Buyer."
37. Neither the form nor the agreement of purchase and sale indicate that "Sharon Soltanian" and "Shahnaz Hossein Gholizadeh" are one and the same person.

Summary

38. In completing the disclosure form in a manner that failed to adequately disclose and/or explain that Soltanian was the same person as Gholizadeh, Soltanian breached sections 4, 5, 18(1) and 38 of the Code.

5-E Street, City A

39. In May 2015, Soltanian entered into an agreement of purchase and sale to purchase 5-E Street on her own behalf.
40. The agreement of purchase and sale lists the buyer as "Shahnaz Hossein Gholizadeh" and lists the representative for the buyer (which was herself) as "Sharon Soltanian".
41. Soltanian completed a Registrant's Disclosure of Interest form for this transaction in which she stated that "Sharon Soltanian" is a registered broker and completed the explanation section with the statement "Sharon Soltanian Represents Self as the Buyer."
42. Neither the form nor the agreement of purchase and sale indicate that "Sharon Soltanian" and "Shahnaz Hossein Gholizadeh" are one and the same person.

Summary

43. In completing the disclosure form in a manner that failed to adequately disclose and/or explain that Soltanian was the same person as Gholizadeh, Soltanian breached sections 18(1) and 38 of the Code.

6-F Street, City A

44. In April 2016, Soltanian entered into an agreement of purchase and sale to purchase 6-F Street on her own behalf.

45. The agreement of purchase and sale lists the buyer as “Shahnaz Hossein Gholizadeh” and lists the representative for the buyer (which was herself) as “Sharon Soltanian”.
46. Soltanian completed a Registrant's Disclosure of Interest form for this transaction in which she stated that “Sharon Soltanian” is a registered broker and included the name “Shahnaz Hossein Gholizadeh” in brackets. Soltanian completed the explanation section with the statement “I am the Buyer.”
47. Neither the form nor the agreement of purchase and sale indicate that “Sharon Soltanian” and “Shahnaz Hossein Gholizadeh” are one and the same person.

Summary

48. In completing the disclosure form in a manner that failed to adequately disclose and/or explain that Soltanian was the same person as Gholizadeh, Soltanian breached sections 18(1) and 38 of the Code.

Unbecoming Conduct

49. As a result of her actions set out in paragraphs 2 through 48 above, Soltanian engaged in conduct that can reasonably be regarded as disgraceful, dishonourable, unprofessional and unbecoming of a registrant in violation of section 39 of the Code of Ethics.

It is agreed that SOLTIANIAN has breached the following sections of the Code of Ethics:

Brokers and salespersons

2. (1) A broker or salesperson shall not do or omit to do anything that causes the brokerage that employs the broker or salesperson to contravene this Regulation.

With respect to

Contents of written agreements

11 (1) A brokerage shall not enter into a written agreement with a buyer or seller for the purpose of trading in real estate unless the agreement clearly, comprehensibly and prominently,

- (a) specifies the date on which the agreement takes effect and the date on which it expires;

Fairness, honesty, 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 clients.

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.

Disclosure of interest

18. (1) A registrant shall, at the earliest practicable opportunity and before any offer is made in respect of the acquisition or disposition of an interest in real estate, disclose in writing the following matters to every client represented by the registrant in respect of the acquisition or disposition:
 1. Any property interest that the registrant has in the real estate.
 2. Any property interest that a person related to the registrant has in the real estate, if the registrant knows or ought to know of the interest.

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

SHAHNAZ SOLTANIAN (a.k.a. SHARON SOLTANIAN), the Respondent, be ordered to pay a penalty of \$40,000.00 on or before March 31, 2021.

In addition to the above penalty, the Respondent must enrol in the “Ethics in Business Practice” course provided by the Real Estate Institute of Canada (REIC), and provide proof of successful completion of the course on or before July 31, 2021.

By initials below, I, SHAHNAZ SOLTANIAN (a.k.a. SHARON SOLTANIAN), 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, SHAHNAZ SOLTANIAN (a.k.a. SHARON SOLTANIAN), 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, SHAHNAZ SOLTANIAN (a.k.a. SHARON SOLTANIAN), 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, 18(1), 38, 39 and Section 2(1) in respect to Section 11(1)(a) 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. SHAHNAZ SOLTANIAN (a.k.a. SHARON SOLTANIAN) is Ordered a Fine of \$40,000.00 payable to RECO on or before March 31, 2021.
2. SHAHNAZ SOLTANIAN (a.k.a. SHARON SOLTANIAN) is Ordered to successfully complete the Real Estate Institute of Canada (REIC) “REIC 2600: Ethics in Business Practice” course and provide RECO with confirmation of successful completion on or before July 31, 2021.

[Released: March 10, 2021]