
**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 -

VALMONT ERNEST CHOUINARD

DISCIPLINE DECISION AND REASONS FOR DECISION

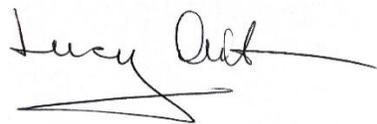
Subject to Rule 4.02 of the Discipline and Appeals Committee Rules of Practice (*REBBA 2002*), I, the Chair of the Discipline Committee (*REBBA 2002*) have reviewed and considered the Agreed Statement of Facts and Penalty together with the Waiver of Hearing submitted by the Parties to this proceeding and provide the following Order:

FINDINGS: In violation of Sections 3, 4, 5, 8, 38 and 39 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of \$25,000.00 payable to RECO on or before September 3, 2026, with the first \$5,000.00 to be paid on December 1, 2025.

Successful completion of "RECO MCE Waterfront Properties" course, on or before March 2, 2026, and provide proof of completion to RECO within 90 days of completion of the course.

WRITTEN REASONS: *attached*



Lucy Aita
Chair, Discipline Committee (*REBBA 2002*)

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. At all relevant times, Valmont Ernest Chouinard (“Chouinard”) was registered as a salesperson under the *Real Estate and Business Brokers Act, 2002* (“Act”), and who is currently registered under the *Trust in Real Estate Services Act, 2002*.
2. At all relevant times, Chouinard was employed at the brokerage Caldwell Banker Charles Marsh Real Estate (1958) “Charles Marsh.”
3. Samantha Chaput (the “Buyer”) is a buyer who retained the representation services of Chouinard to purchase a property located at 2306 Vermillion Lake Road in Chelmsford, Ontario (the “Property”).
4. Chouinard represented both the sellers and the Buyer for the Property transaction, engaging in multiple representation.
5. The local board listing service advertisement for the Property included the following information:
 - a) Property size – 1 – 2.99 acres
 - b) Rental equipment – none, unknown
 - c) Util-water - Well
 - d) Under public remarks:

“Situated on a huge lot that has Deeded Access to Vermillion Lake.”
6. On or about April 21, 2023, the Buyer submitted an offer on the Property, which subsequently become an accepted agreement of purchase and sale (‘APS’) with a completion date of June 6, 2023, and included the following clauses:
 - a) Conditional on financing, home inspection and city water test.
 - b) A Clause at page 7 as follows – seller warrants that the pump and other equipment have performed adequately and are in working order.

- c) Clause at page 7 – allowing the buyer to determine (at their own expense) that there is adequate and potable water supply. Allows the buyer to determine that the pump and other equipment are in working condition and allows the buyer to obtain a certificate from the municipality regarding potability.
 - d) Clause at page 7 – the buyer and seller agree that there is a “deeded access laneway to Vermillion Lake.”
7. On or about April 28, 2023, an amendment was drafted to the APS and signed by the parties. Upon signing this amendment, the agreement became unconditional. The Amendment included the following:
- a) Deletion of the financing, insurance and home inspection clauses.
 - b) Deletion of the water quality/sufficiency clause (“well inspection clause”).
 - c) Inserted were the inclusion of some chattels to the transaction – fridge, stove, washer dryer, furnace, hot water tank, 2 sheds, etc.
8. The clause regarding deeded lake access remained in the agreement.
9. On May 8, 2023, an appraisal report was prepared for the mortgage lender and a copy was provided to the Buyer. The report indicated the property to be 33,329 square foot or 0.7 acres.
10. During the requisition period and before the completion date, the Buyer was advised by their real estate lawyer of the following issues:
- a) Deeded lake access was not included with title to this Property
 - b) The propane tank was in fact a rental item
11. The Buyer’s real estate lawyer was able to negotiate a right-of-way easement concerning lake access, for a period of 21 years less one day.
12. The Buyer and the registrant reached an agreement with respect to the propane tank.
13. Despite the above concerns, the Buyer chose to complete the transaction on June 6, 2023.
14. , Shortly after moving into the Property, the Buyer discovered that the water supply to the Property was not sufficient to do laundry or take a satisfactory shower.

SUMMARY OF ALLEGATIONS

It is alleged that Chouinard failed to comply with the Code of Ethics as follows:

- A. Chouinard failed to advise the Complainant of the risks associated with waiving the well inspection condition. This conduct is contrary to sections 3, 4, 5, 8, and 39.
- B. Chouinard failed to properly confirm the property size, rental item contract and terms, and the status of the lake access, therefore misrepresenting several pieces of information on a local board service advertisement, contrary to sections 3, 38, and 39 of the Code of Ethics.
- C. Chouinard permitted a clause specifying that deeded lake access was included with the Property to remain in the APS, which turned out to be false, contrary to sections 3, 5, and 39 of the Code of Ethics.

It is alleged that Chouinard failed to comply with the following sections of the Code of Ethics:

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 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.

Services from others

8. (1) A registrant shall advise a client or customer to obtain services from another person if the registrant is not able to provide the services with reasonable knowledge, skill, judgment and competence or is not authorized by law to provide the services.

(2) A registrant shall not discourage a client or customer from seeking a particular kind of service if the registrant is not able to provide the service with reasonable knowledge, skill, judgment and competence or is not authorized by law to provide the service.

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

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$25,000.00 total**, on or before September 3, 2026, with an initial payment of \$5,000.00 due on or before December 1, 2025.

To successfully complete the following courses or programs by the identified completion date:

Course Title (Provider)	Completion date
RECO MCE course on Waterfront Properties	On or before March 2, 2026.

To provide proof of completion to RECO within **90 days of completion of the course.**

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 3, 4, 5, 8, 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. CHOUINARD, Valmont Ernest is ordered to pay a fine in the amount of \$25,000.00, payable to RECO, on or before September 3, 2026, with the first \$5,000.00 to be paid on or before December 1, 2025.
2. CHOUINARD, Valmont Ernest is ordered to successfully complete the "RECO MCE Waterfront Properties" course, on or before March 2, 2026, and provide proof of completion to RECO within 90 days of completion of the course.

Released: September 10, 2025