
**IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE
TRUST IN REAL ESTATE SERVICES ACT, 2022**

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

JEFFERY W. GYLES

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:

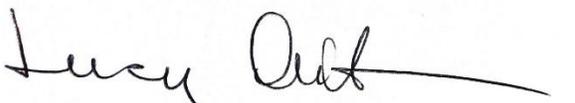
In violation of Sections 5(a), 5(b), 9(1), 9(2) and 37 of the *TRESA 2002* Code of Ethics and Section 22.1(1)(a) of the General Regulation. The Chair of the Discipline Committee (*TRESA 2002*) is also in agreement with the Joint submission of the Parties as to penalty and accordingly makes the following order:

ORDER:

Fine of \$ 8,000.00 payable to RECO not later than 1 year after the date of the Decision of the Discipline Committee on this matter: on or before July 14, 2026.

Successful completion of the "RECO Introduction to TRESA" course and provide proof of completion to RECO not later than 60 months 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: *attached*



Lucy Aita
Chair, Discipline Committee (*TRESA 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 (*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, Jeffery Gyles was employed at the brokerage EXP Realty of Canada Inc., (the “**Seller’s Brokerage**”).
2. At all relevant times, Cliff Gyles (the “**Seller**”) was the seller of the subject property located at 6517 Western Skies Way in Mississauga, Ontario (the “**Property**”).
3. At all relevant times, Jaspreet Dhaliwal (the “**Complainant**”) and Pavan Kaur Ryatt (collectively the “**Buyers**”) were the buyers of the Property.
4. At all relevant times, the Complainant was employed as a salesperson at Housesigma Inc., (the “**Buyers’ Brokerage**”) and represented the Buyers as the Buyers’ Representative.
5. On or about December 11, 2023, the Seller entered into a representation agreement with the Seller’s Brokerage, with Gyles acting as the seller’s representative.
6. On or about December 11, 2023, Gyles placed the Property onto the local real estate board listing service for \$1,749,000 (“**MLS Listing**”). In the MLS Listing, the Property’s annual tax levy for 2023 was advertised as \$5,480.
7. On or about December 28, 2023, per the Seller’s request, Gyles reduced the price on the MLS Listing to \$1,625,000.
8. On or about January 15, 2024, per the Seller’s request, Gyles further reduced the price on the MLS Listing to \$1,579,000.

9. On or about January 28, 2024, the Buyers submitted an offer on the Property for \$1,515,000 with a deposit of \$100,000. The offer contained conditions for a home inspection and a furnace rental buyout. There were no conditions for financing.
10. Following negotiations, certain conditions of the offer were amended, including the time period for the home inspection and the removal of the Seller's buyout of the furnace rental contract. The offer price was amended to \$1,510,000 with a \$100,000 deposit (the "**Final Offer**").
11. On or about January 28, 2024, the Final Offer was accepted, with an agreed upon completion date of April 2, 2024.
12. On or about April 1, 2024, the Buyer's lawyer advised the Seller's lawyer of the tax discrepancy of \$3,229.61 from the MLS Listing. The Buyers and Seller could not agree to settle the tax discrepancy.
13. On or about April 2, 2024, the transaction closed.
14. The Buyers received the tax certificate for the Property, which indicated that the final 2023 property taxes for the Property were \$8,709.61. This equates to a discrepancy of \$3,229.61 from the amount of \$5,480.00 advertised in the MLS Listing.
15. In Gyles' response to RECO following the complaint, Gyles stated that the property tax amount was provided by the Seller to Gyles verbally over the phone and Gyles had used this as the source of the advertised property taxes.

SUMMARY OF AGREEMENTS

It is agreed that Gyles failed to comply with the Act and/or Regulations as follows:

- A. Gyles failed to take reasonable steps to verify the property tax information conveyed in the MLS Listing, therefore advertising incorrect and misleading information, contrary to section 37 of the Act, sections 5 and 9 of the Code of Ethics, and section 22.1(1)(a) of the General Regulation.

It is agreed that Gyles failed to comply with the following sections of the Act:

False advertising

37. No registrant shall make false, misleading or deceptive statements in any advertisement, circular, pamphlet or material published by any means relating to trading in real estate.

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

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; and
- (b) shall not engage in or be a party to misrepresentation or any unethical

practice. Conscientious and competent service, etc.

9. (1) A registrant shall provide conscientious, courteous and responsive service to clients and demonstrate reasonable knowledge, skill, judgment and competence in providing such service.

(2) Subject to section 10, in carrying on business, a registrant shall demonstrate reasonable knowledge, skill, judgment and competence in providing opinions, advice, assistance or information to any person.

It is agreed that Gyles failed to comply with the following sections of the General Regulation:

Material facts

22.1 (1) A broker or salesperson who represents a client in respect of the acquisition or disposition of a particular interest in real estate shall,

- (a) take reasonable steps to determine the material facts relating to the acquisition or disposition;
- (b) disclose the material facts to the client as soon as possible after the determination; and
- (c) advise the client to consider whether the material facts affect their decision to acquire or dispose of the interest.

(2) The broker or salesperson shall make best efforts to obtain a written acknowledgement from the client indicating that the disclosure and advice mentioned in subsection (1) has been received and, if the client makes the acknowledgement, provide them with a copy of it.

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$8,000.00** not later than **1 year** after the date of the Decision of the Discipline Committee on this matter.

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

Course Title (Provider)	Completion date
RECO CE Introduction to TRESA	Not later than 6 months 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 acknowledgments:

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 5(a), 5(b), 9(1), 9(2) and 37 of the *TRESA 2002* Code of Ethics and section 22.1(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. GYLES, JEFFERY is ordered to pay a fine in the amount of \$8,000.00, payable to RECO, not later than 1 year after the date of the Decision of the Discipline Committee on this matter.
2. GYLES, JEFFERY is ordered to successfully complete the “RECO Introduction to TRESA” course not later than 6 months after the date of the Decision of the Discipline Committee on this matter and provide proof of completion to RECO within 60 days of completion of the courses.

Released: July 14, 2025