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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 –

IMRAN AHMED

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, 27(1), 36(1), 38 and 39 of the *REBBA 2002* Code of Ethics.

ORDER: Fine of $15,000.00 payable to RECO not later than September 25, 2026 not later than 1 year after the date of the Decision of the Discipline Committee, with at least $1,000.00 of the total fine amount to be paid not later than 60 days after the date of the Decision of the Discipline Committee

Successful completion of “RECO CE Introduction to TRESA” course and provide RECO with confirmation of successful completion not later than 6 months after the date of the Decision of the Discipline Committee on this matter, and to 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. At all relevant times, Imran Ahmed ("Ahmed") was registered as a salesperson under the *Real Estate and Business Brokers Act*, *2002* ("Act").

2. At all relevant times, Ahmed was employed at Brokerage A

3. At all relevant times, Seller A (the "Complainant") along with Seller B (collectively the "Owners") were the owners of the subject property located at 1-A Street in City A, Ontario (the "Property").

4. At all relevant times, Individual A and Individual B ("Tenants") were prospective tenants for the lease of the Property and were represented by Ahmed in the lease transaction.

5. In or around March 2023, the Owners listed the Property for lease privately on Website A.ca without the assistance of a registrant.

6. On or about March 29, 2023, Ahmed sent a text message to the Owners containing Ahmed's business card details, expressing interest on behalf of their clients in renting the Property.

7. Ahmed's name on the business card was different than Ahmed's registered name, with the last name spelled "Ahmad" rather than "Ahmed". Further discrepancies on the business card include errors in the phone number for Ahmed's brokerage.

8. On or about March 31, 2023, Ahmed attended the Property with the Tenants for a showing. During the showing, the Tenants gave the Owners an initial deposit of $1,000 in cash. The deposit was not forwarded to Ahmed or Ahmed's brokerage to be held in trust.

9. On or about March 31, 2023, Ahmed sent a text message to the Owners congratulating them on renting the Property to the Tenants. Ahmed advised the Owners that the Tenants would provide the remaining balance of the deposit of the first and last month's rent on April 3, 2023.

10. On or about March 31, 2023, Ahmed sent a further text message to the Owners

advising that Ahmed and the Tenants would meet the Owners at the Property on April 3, 2023, at 6:30 p.m. to sign the lease agreement.

11. On or about April 1, 2023, Ahmed sent an email to the Owners containing the Tenants' pay stubs, employment letters, credit report and drivers' licences, as received from the Tenants.

12. On or about April 2, 2023, the Owners sent a text message to Ahmed confirming that they will pay Ahmed a commission of $2,400 per year. The Owners further stated that if for any reason the Tenants' lease term did not reach one year, Ahmed's commission would be reduced accordingly. Ahmed responded to the text message accepting the commission agreement.

13. On or about April 3, 2023, Ahmed presented an agreement to lease on behalf of the Tenants for $3,000 per month with a deposit of $6,000 to be applied to first and last month's rent. The agreement was accepted by the Owners.

14. The agreement to lease did not contain any information relating to Ahmed or Ahmed's brokerage, there was no signed representation agreement, and Ahmed accepted the commission of $2,400 in the form of cash from the Owners and did not forward the funds or process the transaction through his brokerage.

15. The Tenants did not pay any rent to the Owners following the initial deposit and on or about June 4, 2023, the Owners' paralegal sent the Tenants a letter advising that they were thereby served with an N4 notice to end the tenancy pursuant to the Residential Tenancies Act and received a hearing date for November 8, 2023.

16. On or about September 20, 2023, Ahmed returned the $2,400 commission to the Owners via electronic e-transfer, as per the Owners request.

SUMMARY OF AGREEMENTS

It is agreed that Ahmed failed to comply with the Code of Ethics (O. Reg. 580/05) as follows:

A. Ahmed accepted commission outside of Ahmed's brokerage and failed to process the lease transaction through Ahmed's brokerage, contrary to sections 3, 27(1), 38 and 39

of the Code of Ethics.

B. Ahmed produced and distributed a business card that contained a name other than a name in which Ahmed was registered and errors in the contact information for Ahmed's brokerage, contrary to section 3, 36(1) and 38 of the Code of Ethics.

C. Ahmed, knowing that the Owners were unrepresented, failed to conduct due diligence into the accuracy of the tenancy documents, and/or failed to advise the Owners to conduct their own due diligence into the accuracy of the tenancy documents, contrary to sections 3 and 38 of the Code of Ethics.

It is agreed that Ahmed failed to comply with the following sections of the Code of Ethics (O. Reg. 580/05):

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.

Written and legible agreements

27. (1) A registrant who represents a client in respect of a trade in real estate shall use the registrant's best efforts to ensure that,

(a) any agreement that deals with the conveyance of an interest in real estate is in writing; and

(b) any written agreement that deals with the conveyance of an interest in real estate is legible.

Advertising

36. (1) A registrant shall clearly and prominently disclose the name in which the registrant is registered in all the registrant's advertisements

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 in the total amount of **$15,000.00** not later than **1 year** after the date of the Decision of the Discipline Committee, **with at least $1,000.00** of the total fine amount to be paid not later than **60 days** after the date of the Decision of the Discipline Committee.

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 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:

1. The parties consent to disposing of the matter without a hearing before the Discipline Committee and agree to the terms set out herein.
2. 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 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, 27(1), 36(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. AHMED, Imran is ordered to pay a fine in the amount of $15,000.00, payable to RECO, not later than 1 year after the date of the Decision of the Discipline Committee, with at least $1,000.00 of the total fine amount to be paid not later than 60 days after the date of the Decision of the Discipline Committee.

2. AHMED, Imran is ordered to successfully complete the “RECO CE Introduction to TRESA” course not later than 6 months after the date of the Decision of the Discipline Committee on this matter, and to provide proof of completion to RECO within 60 days of completion of the course.

Released: September 25, 2025