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**IN THE MATTER OF A DISCIPLINE PROCEEDING PURSUANT TO THE
TRUST IN REAL ESTATE SERVICES ACT, 2022 (“TRESA 2002”)**

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

JASWINDER SINGH GILL registered as JAS GILL

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:

**WITH RESPECT TO ALLEGATIONS UNDER REAL ESTATE AND BUSINESS
BROKERS ACT 2002 (“REBBA 2002”)**

FINDINGS: The Respondent is in violation of Sections 7(1)(2), 39 and 40 of the **REBBA 2002 Code of Ethics (O.Reg. 580/05)**

**WITH RESPECT TO ALLEGATIONS UNDER TRUST IN REAL ESTATE
SERVICES ACT 2002 (“TRESA 2002”)**

FINDINGS: The Respondent is in violation of Sections 1, 2(a)(b) and 7 of the **TRESA 2002 Code of Ethics (O.Reg. 365/22)**

The Respondent is in violation of Sections 12.1(1)(3)(13) of the **TRESA General Regulation (O.Reg. 567/05)**

ORDER: Fine of \$8,000.00 payable to RECO on or before 6 (six) months from the date of the Decision from the Discipline Committee; payable on or before April 29, 2026

Successful completion of the “RECO CE: Introduction to TRESA” course and provide proof of completion to RECO not later than 240 days 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

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:

1A Street complaint

1. At all relevant times, Jaswinder Gill, registered as Jas Gill (“Gill”) was registered as a broker under the *Real Estate and Business Brokers Act, 2002* (“REBBA”) and subsequently registered under the *Trust in Real Estate Services Act, 2002* (“TRESA”).
2. At all relevant times, Gill was employed at the Brokerage A.
3. At all relevant times, Seller A and Seller B (“1A Sellers”) were the sellers of the subject property located at 1A Crescent in City A, Ontario (the “1A Property”).
4. At all relevant times, Representative A (“1A Sellers’ Representative”) was a salesperson with Brokerage B, (the “1A Sellers’ Brokerage”) and represented the 1A Sellers.
5. At all relevant times, Representative (“1A Sellers’ Co-Representative”) was a salesperson with the Sellers’ Brokerage and represented the 1A Sellers.
6. On or about June 25, 2023, the 1A Crescent’s Sellers entered into a representation agreement with the Sellers’ Brokerage (the “First Representation Agreement”) to list the 1A Crescent.
Property on a local real estate board listing service. The listing period was agreed to begin on June 26, 2023, until December 11, 2023.
7. On or about June 28, 2023, the 1A Crescent was listed for sale on a local real estate board listing service for \$865,000.

8. On or about July 20, 2023, the 1A Crescent was re-listed on a local real estate board listing service for \$789,000 and the first listing was terminated.
9. In or around July 2023, the 1A Sellers' Representative and Gill spoke, as both registrants had properties listed for sale on the same street, and they discussed the interest both were receiving on their respective listings. Gill advised the 1A Sellers' Representative that Gill had a potential buyer for the Property, and it was arranged that Gill would meet the 1A Sellers and view the 1A Crescent.
10. In or around July 2023, Gill met the 1A Sellers and requested the phone number of one of the 1A Sellers. The 1A Sellers provided the phone number.
11. On or about August 13, 2023, the 1A Sellers entered into a second representation agreement to list the 1A Crescent Property with the Sellers' Brokerage (the "Second Representation Agreement"). The listing period was agreed to begin September 27, 2023, until December 11, 2023. The price was adjusted to \$849,000.
12. On or about August 15, 2023, the 1A Sellers advised the 1A Crescent Sellers' Representative to remove the listing from the local real estate board listing service, and the 1A Crescent Property's listing was accordingly terminated.
13. Under both the First Representation Agreement and the Second Representation Agreement, the 1A Crescent Sellers initialled that in the event that the agreement expires or is cancelled or otherwise terminated and the property is not sold, the 1A Crescent Sellers do not consent to allow other real estate representatives to contact the 1A Crescent Sellers after expiration or other termination of these agreements to discuss the listing or otherwise marketing the 1A Crescent Property.
14. On or about August 18, 2023, Gill sent a text message to the 1A Sellers requesting they call Gill.
15. On or about August 28, 2023, Gill sent another text message to the 1A Crescent Sellers, stating:

"Good morning. We just sold a property similar to yours, we would like to have a conversation with you, as to how we create active buyers. Call or text us with your convenient time – Team Gill since 1996."
16. On or about August 29, 2023, Gill called the 1A Sellers and left a voicemail requesting a call back.
17. On or about August 31, 2023, Gill sent a text message to the 1A Sellers requesting a

call back.

18. On or about September 2, 2023, Gill called the 1A Sellers and left a voicemail requesting a call back.
19. In or around September 2023, the 1A Sellers advised the 1A Crescent Sellers' Representative that they had received multiple text messages and calls from Gill and requested the 1A Crescent Sellers' Representative contact Gill to advise Gill that the 1A Sellers were already represented, and that all inquiries should go through the 1A Sellers' Representative.
20. In or around September 2023, the 1A Sellers' Representative sent a text message to Gill advising Gill to stop contacting the 1A Sellers as they had representation and the 1A Sellers felt harassed by the constant communication from Gill.
21. The 1A Sellers' Representative alleges that they called Gill several times to ask Gill to cease all communication with the 1A Crescent Seller, but Gill ignored the requests and continued the solicitation. Gill denies all allegations.

2B Crescent complaint

22. At all relevant times, Seller B was the owner and ("Seller B") of the property located at 2B Crescent, City B.
23. On or about April 24, 2024, the 2B Property was listed for sale on a local real estate listing service by Brokerage B with Representative C as the ("2B Sellers's Representative"). At the time of the listing, it is noted on the local real estate listing service that the 2B Sellers did not wish to be contacted after the expiration of the listing which was set to expire on June 30, 2024.
24. The 2B Property's Seller told RECO that they terminated the listing for the 2B Property prior to the expiration date on the local real estate listing service. The 2B Sellers also told RECO that shortly after terminating the listing for the 2B Property, Gill attended the 2B Property and/or caused "notes" to be left at the 2B Property on multiple dates to solicit their services; more specifically handwritten notes that read: *"Are you still taking offers for your home? Call Direct: 416-123-4567"* and *"Are you still taking offers on your house, if so, please call direct 416-123-4567"*. Gill's name and/or brokerage are not identified on these "notes" that are being left at the 2B Property.
25. It is further noted that the 2B Sellers has *"NO SOLICITING"* signage on the front door at the 2B Property.

26. The 2B Sellers told RECO that they searched online for the phone number “416-587-0643” and came to learn that it belonged to Gill. The 2B Sellers also discovered in their online search that there were many solicitation complaints against Gill among public consumers.
27. The 2B Property Seller advised that they contacted Gill to ask them to cease their actions of solicitation going forward by providing a “1- star Google review” for Gill regarding the “notes” that were being left at the 2B Property; more specifically that they were upset with Gill’s sales tactics and/or the use the “notes,” especially when they have noted on local real estate listing services that they do not wish to be contacted after the expiration of the listing for the 2B Property.
28. Following the 1-star Google review left for Gill by the 2B Sellers, Gill responded to the 2B Property Seller without apology and in fact defended his actions:
- “Thank you so much for your google review, I don’t know if you realize how much it will help me to find people who are looking to sell or buy a home. Your review points out things about me that are attractive to sellers and buyers, like I am aggressive, hungry, not lazy, caring and carry good work ethics. Most sellers & buyers are looking for active agent like myself. That is the reason we were able to sell more than 150 homes in 20 years. Please feel free to call me if you are looking for some :)”*
29. The 2B Sellers told RECO that shortly after receiving this response from Gill to their Google review; Gill attended the 2B Property against their requests to cease solicitation and continued to engage in soliciting by ringing the doorbell and/or leaving a note at the 2B Property.
30. Gill has removed the referenced Google review, so it is no longer publicly available and/or visible online.

SUMMARY OF AGREEMENTS

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

- A. Gill repeatedly attempted to communicate with the sellers of a property and solicited the listing of the property when Gill knew or ought to have known that the sellers were the clients of a different brokerage, contrary to Sections 7(1) and (2), and 39 of the Code of Ethics.

B. Gill engaged in unbecoming behavior by communicating and soliciting the sellers with an unprofessional frequency and engaged in conduct that constitutes harassment by repeatedly contacting the sellers, contrary to Sections 39 and 40 of the Code of Ethics.

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

- C. Gill engaged in unbecoming behavior by attempting to communicate and solicit the Seller with an unprofessional frequency, and in carrying on business, Gill engaged in conduct that constitutes harassment by repeatedly visiting a property of the Seller, and continuing to solicit the Seller after being asked to cease solicitation, contrary to sections, 1, 2(a) and (b), and 7 of the Code of Ethics.
- D. Gill failed to ensure that any advertisement(s), more specifically the handwritten “note(s)” being used to solicit new business, include identification of the registrant and mandatory information such as their registered name and/or brokerage contact details as required by the General Regulation, thereby contravening section 12.1 (1)(3)(13) of O.Reg. 567/05.

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

Dealings with other registrants

7. (1) A registrant who knows or ought to know that a person is a client of another registrant shall communicate information to the person for the purpose of a trade in real estate only through the other registrant, unless the other registrant has consented in writing.

(2) If a broker or salesperson knows or ought to know that a buyer or seller is a party to an agreement in connection with a trade in real estate with a brokerage other than the brokerage that employs the broker or salesperson, the broker or salesperson shall not induce the buyer or seller to break the agreement. 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.

Abuse and harassment

40. A registrant shall not abuse or harass any person in the course of trading in real estate.

It is agreed that Gill failed to comply with the following sections of the TRESA Code of Ethics (O. Reg. 365/22):

Integrity, honesty, good faith, etc.

1. In carrying on business, a registrant shall act with courtesy, honesty, good faith and integrity in relation to every person the registrant deals with.

Unprofessional conduct, etc.

2. A registrant shall not engage in any act or omission that, having regard to all of the circumstances, would reasonably be regarded as,

- (a) being disgraceful, dishonourable, unprofessional or unbecoming a registrant; or
- (b) likely to bring the sector into disrepute or to undermine public confidence the regulation of registrants under the Act.

Intimidation, coercion, etc.

7. In carrying on business, a registrant shall not engage in conduct that is intimidating, coercive or abusive or that constitutes undue pressure or harassment.

It is agreed that Gill failed to comply with the following sections of the TRESA General Regulation (O. Reg. 567/05):

Advertising

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

(3) A broker or salesperson shall not advertise in any manner unless the advertisement clearly and prominently identifies the brokerage that employs the broker or salesperson, using the name in which the brokerage is registered.

(13) A registrant shall comply with a requirement published under subsection (12).

AGREED PENALTY

The Respondent understands and agrees to the following penalty:

To pay a fine of **\$8,000.00** on or before **6 months** from the date of the Decision from 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 240 days after 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:

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

Pursuant to Rule 4.02 of 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 concluded the following:

**WITH RESPECT TO ALLEGATIONS UNDER REAL ESTATE AND BUSINESS
BROKERS ACT 2002 (“REBBA 2002”)**

FINDINGS: The Respondent is in violation of Sections 7(1)(2), 39 and 40 of the **REBBA 2002 Code of Ethics (O.Reg. 580/05)**

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The Respondent is in violation of Sections 12.1(1)(3)(13) of the **TRESA General Regulation (O.Reg. 567/05)**

ORDER OF THE CHAIR

1. GILL, JASWINDER SINGH, registered as GILL, JAS, is ordered to pay a fine in the amount of \$8,000.00, payable to RECO, on or before 6 months from the date of the Decision of the Discipline Committee on this matter.

2. GILL, JASWINDER SINGH, registered as GILL, JAS, is ordered to successfully complete the “RECO CE: Introduction to TRESA” courses or programs not later than 240 days after the Decision of the Discipline Committee on this matter, and to provide proof of completion to RECO within 60 days of completion of the courses.

[Released: October 31, 2025]