RECO
Real Estate Council of Ontario

IN THE MATTER OF A DISCIPLINE HEARING HELD PURSUANT TO THE *TRUST IN REAL ESTATE SERVICES ACT, 2002*

BETWEEN:

REAL ESTATE COUNCIL OF ONTARIO

- AND -

TIMOTHY CAMPBELL (Registered as TIM CAMPBELL)

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 1, 2, 8(1) and 16(2) of the *TRESA 2002* Code of Ethics and Sections 22.0.1(1)(2)(3) and 22.0.3(1)(2) of the General Regulation.

ORDER: Fine of $ 16,000.00 payable to RECO not later than 240 days after the date of the Decision of the Discipline committee on this matter.

Successful completion of the Real Estate Institute of Canada (REIC) “REIC 2600: Ethics in Business Practice” course not later than 90 days after the date of the Decision of the Discipline Committee and provide RECO with confirmation of successful completion 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 (*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, Campbell was registered as a broker under the *Trust in Real Estate Services Act, 2002* ("**Act**").
2. At all relevant times, Campbell was the owner and broker of record of Brokerage A.
3. At all relevant times, Campbell was the designated seller representative for the estate of Individual A in the sale of 1-A Street, City A, Ontario (*the* "**Property**"). The Executor of the estate was Seller A (*the* "**Seller**").
4. At all relevant times, Campbell was the designated buyer representative of Buyer A, who was the successful buyer of the Property.
5. At all relevant times, Campbell was also the designated buyer representative of Buyer B, who was an unsuccessful buyer of the Property.
6. At all relevant times, Individual B (*the* "**Complainant**") was represented by Registrant A from Brokerage B and was an unsuccessful buyer of the Property.
7. On or about January 30, 2024, the Seller entered into a seller designated representation agreement with Brokerage A which outlined that Campbell was the designated representative, and the list price of the Property was to be $379,000.00.
8. On or about January 30, 2024, Campbell uploaded a listing for the Property on a local real estate board listing service that stated in the "Realtor Remarks" section: "Offers will be presented on February 9, 2024. Vendor reserves the right to accept and reject all offers" (*the* "**Listing**").
9. On or about February 5, 2024, Campbell updated the "Realtor Remarks" of the listing for the Property to change the previous instruction regarding offer presentation to: "Offers will be presented on Wednesday February 7, 2024 by 2PM please send offers to Email@companyaddress.com vendor reserves the right to accept or reject all offers."
10. On or about February 5, 2024, Campbell sent notice of the change of presentation date to prospective buyers through the TouchBase communication platform ("**TouchBase**").

11. On or about February 6, 2024, Buyer B entered into a buyer designated representation agreement with Brokerage A that indicated Campbell as the designated representative.

12. On or about February 6, 2024, Campbell submitted Buyer B's unconditional offer on the Property. The offer included a purchase price of $390,000.00, a deposit of $5,000.00 and a transaction completion date of February 16, 2024 (*the* "**Buyer B Offer**"). The Buyer B Offer was irrevocable until 7:00 p.m. on February 7, 2024.

13. The Buyer B Offer was accompanied by a representation information form that did not indicate that Brokerage A was in a multiple representation and designated representation, as Campbell was the designated representative to both the Seller and Buyer B. Instead, the form advised that the brokerage was in a multiple representation and limited services representation.

14. On or about Feb 7, 2024, Buyer A entered into a buyer designated representation agreement with Brokerage A that indicated Campbell as the designated representative.

15. On or about February 7, 2024, Campbell submitted Buyer A's unconditional offer on the Property. The offer included a purchase price of $482,650.00, a $5,000.00 deposit and a transaction completion date of March 15, 2024 (*the* "**Buyer A Offer**"). The Buyer A Offer was irrevocable until 8:00 p.m. on February 7, 2024.

16. The Buyer A Offer was accompanied by a form that indicated incorrectly that this was a "multiple representation and limited services representation".

17. Only two of the 20 other buyer's representatives were advised of the multiple representation.

18. By or before 4:30 p.m. on February 7, 2024, the Property received 22 offers from representatives of 22 buyers, including the Buyer B Offer and Buyer A Offer.

19. On or about February 7, 2024, a buyer sent an improved offer to their initial offer during the offer process.

20. On or about February 7, 2024, Campbell presented the offers received for the Property to the Seller.

21. At or around 4:30 p.m. on February 7, 2024, the Seller accepted the Buyer A Offer.
22. Campbell failed to advise the Seller that two of the offers received for the Property were from buyers he was representing until after the Seller had accepted the Buyer A Offer.
23. At no time before the Buyer A Offer was accepted by the Seller, did Campbell advise the other 18 buyers or their representatives, that he was the designated representative for two of the buyers competing for the Property.
24. On or around February 8, 2024, in response to an inquiry via TouchBase from Registrant A, Campbell admitted that during the offer process, he only told agents who inquired that he was representing two buyers and apologized for the miscommunication.
25. On or about March 8, 2024, the transaction completed successfully and thereafter, Campbell received $24,132.50 in commission.

SUMMARY OF AGREEMENTS

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

A. Campbell failed to disclose and seek consent from his clients to engage in multiple representation before representing a seller and two buyers in the same trade, under designated representation, contrary to sections 1, 2, 8(1), and 16(2) of the Code of Ethics and 22.0.1(1)(2)(3) of the General Regulation.
B. At no time before an offer was accepted by the seller client, did Campbell advise the other 18 buyers who submitted offers or their representatives, that they were the designated representative for two of the buyers competing for the Property and did not make best efforts to obtain their written acknowledgement, contrary to section 1 of the Code of Ethics and 22.0.3(1)(2) of the General Regulation.

It is agreed that Campbell failed to comply with the following sections of the Code of Ethics as follows:

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.

Best interests

8. (1) A registrant that represents a client shall promote and protect the best interests of the registrant's clients.

Duty to ensure compliance

16. (2) The broker of record of a brokerage shall ensure that the brokerage complies with this Regulation.

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

Multiple representation — designated representative

22.0.1 (1) A designated representative shall not represent more than one client in respect of the same trade in real estate, unless,

(a) the brokerage discloses the information set out in subsection (2) to each client and prospective client in respect of the trade; and

(b) each client and prospective client, after receiving the disclosure under clause (a), consents in writing to being represented by the same designated representative in respect of the trade.

(2) The following is the information referred to in subsection (1):

1.The fact that the brokerage proposes to have the designated representative represent more than one client in respect of the same trade in real estate.
2.The differences between the duties the brokerage and the designated representative would have if the designated representative represented only one client in respect of the trade and the duties the brokerage and the designated representative would have if the designated representative represented more than one client in respect of the trade, including any differences relating to,

i. the duties the brokerage and the designated representative would owe,
ii. the services the brokerage and the designated representative would provide, and
iii. the remuneration arrangements the brokerage would have.

(3) The brokerage shall make best efforts to obtain a written acknowledgement from each person receiving a disclosure under subsection (1) indicating that the disclosure has been received and, if a person makes the acknowledgement, provide them with a copy of it.

Disclosure of multiple clients to buyers

22.0.3 (1) If a brokerage provides services to a seller and a buyer in respect of the same trade in real estate, the brokerage shall, as soon as possible after receiving a written offer from the buyer and before an offer is accepted, disclose this fact to every other buyer who makes a written offer.

(2) A brokerage shall make best efforts to obtain a written acknowledgement from each person receiving a disclosure under subsection (1) indicating that the disclosure has been received and, if a person makes the acknowledgment, provide them with a copy of it.

AGREED PENALTY

The Respondent Campbell understands and agrees to the following penalty:

To pay a fine of **$16,000.00** not later than **240 days** 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**
REIC 2600: Ethics in Business Practice	not later than **90 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 courses.

Respondents 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 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 (*TRESA 2002*) concluded that the Respondent breached Sections 1, 2, 8(1) and 16(2) of the *TRESA 2002* Code of Ethics and Sections 22.0.1(1)(2)(3), 22.0.3(1)(2) 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. TIMOTHY CAMPBELL (registered as TIM CAMPBELL) is Ordered a Fine of $16,000.00 payable to RECO not later than 240 days after the date of the Decision of the Discipline Committee on this matter.

2. TIMOTHY CAMPBELL (registered as TIM CAMPBELL) is Ordered to successfully complete ‘REIC 2600: Ethics in Business Practice’ course, not later than 90 days 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: August 12, 2025]