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**IN THE MATTER OF A DISCIPLINE PROCEEDING 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 -**

**DOMENIKA SELMANI**

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**DISCIPLINE DECISION AND REASONS FOR DECISION**

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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:

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**FINDINGS:** In violation of Sections 4, 5, 6(1) and 38 of the *REBBA 2002* Code of Ethics.

**ORDER:** Fine of \$4,000.00 payable to RECO not later than four (4) months after the date of the Decision of the Discipline Committee on this matter: July 9, 2026.

Successful completion of "*Introduction to TRESA*" course not later than six (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:** *attached*

## 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, Selmani was employed as a salesperson at Brokerage A (the “**Seller’s Brokerage**”).
2. At all relevant times, Broker of Record A was the broker of record for the Seller’s Brokerage.
3. At all relevant times, Owner A and Owner B (collectively, the “**Owners**”) were the owners of a property located at 1-A Street in Windsor, Ontario (the “**Property**”).
4. Owner B’s employer engaged C o m p a n y A (a relocation company) to manage the sale of the Owners’ Property.
5. At all relevant times, Buyer A (the “**Buyer**”) was the buyer of the Property, represented by Representative A (the “Buyer’s Representative”).
6. The Seller’s Brokerage was successful in a competition to be the seller’s brokerage. The following were the requirements from Company A to the Seller’s Brokerage:
  - a) Company A would be the signatory for any offers received and will manage the closing process.
  - b) Company A would be listed as the seller on the agreement of purchase and sale (“**APS**”).
  - c) A list of specific schedules and clauses required to be attached to the APS.
  - d) The seller’s representative must obtain proof of funds from the buyer.
7. Selmani agreed to follow the instructions set out by Company A and did not ask any clarification questions regarding the requirements, including any questions related to having Company A listed as the seller on the APS.
8. On or about May 12, 2022, the Owners entered into a seller representation agreement with

the Seller's Brokerage, with Selmani acting as the seller's representative.

9. On or about May 16, 2022, Selmani received an offer on the Property for \$851,000 (the "**Offer**") from the Buyer with the Owners listed as the sellers, rather than PR.
10. Selmani brought the Offer to the Owners. Following negotiations, the Offer was increased to \$875,000 (the "**Improved Offer**"). Selmani failed to amend the name of the seller from the Owners to Company A on the Improved Offer, failed to include a two-page schedule in the Improved Offer and failed to request proof of funds as required in the instructions from Company A.
11. Selmani forwarded the Improved Offer to the Owners for signature and Selmani allowed the Owners to sign and accept the Improved Offer ("**Accepted APS**"), contrary to the offer process instructions from Company A that were shared with Selmani. The completion date was agreed upon for September 2, 2022.
12. The Owners were unaware of the specific instructions provided to Selmani by Company A and were under the assumption that Selmani was following the instructions of Company A when Selmani forwarded the Improved Offer for the Owners' signature.
13. On or about May 17, 2022, Selmani emailed Company A and advised that the Property sold. Selmani further advised Company A that an amendment to the Improved Offer would be possible to change the existing sellers on the Accepted APS from the Owners to Company A.
14. On or about May 18, 2022, Company A emailed Selmani and stated that an APS was required to include all the correct terms and instructions for the sale to proceed, and that an amendment was insufficient. The Accepted APS as written would disentitle the Owners from the benefits of the relocation terms.
15. On or about May 19, 2022, Binder contacted the Buyer's Representative and advised that a new APS was requested.
16. On or about July 18, 2022, the lawyer for the Owners contacted the lawyer for the Buyer with all the specific requirements that needed to be fulfilled for Company A to honour the sale.
17. On or about July 21, 2022, the Buyer's lawyer emailed the Owners' lawyer and advised that the Buyer believed that they were purchasing the Property from the Owners and were unaware that they were purchasing the Property from a relocation company and were unaware of any terms and conditions required of Company A. The Buyer revised their offer to \$800,000 for the Property. The offer had PR listed as the seller on the APS, but was not

accompanied by the terms and conditions as instructed by Company A.

18. Selmani acted contrary to the instructions from Company A to obtain proof of funds from the Buyer, and the transaction failed to close as the Buyer was unable to secure financing.
19. The Owners initiated a civil litigation proceeding and Selmani was named as a defendant in the proceeding. While the civil litigation matter is under settlement discussions and is not finalized, Selmani and Selmani's brokerage have agreed to make a restitution payment to the Owners as part of the civil litigation settlement.

## **SUMMARY OF AGREEMENTS**

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

- A. Representing the owners of a property through a relocation company, Selmani failed to provide conscientious service, reasonable judgement and to ensure that the property owners' interests were protected by acting contrary to the instructions provided by the relocation company, by failing to seek clarification about the instructions, and by not including terms and conditions explicitly given by the relocation company, contrary to sections 4, 5, 6(1) and 38 of the Code of Ethics.

### **It is agreed that Selmani failed to comply with the following sections of the Act:**

#### Best interests

4. A registrant shall promote and protect the best interests of the registrant's clients.

#### 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.

#### Providing opinions, etc.

6.(1) A registrant shall demonstrate reasonable knowledge, skill, judgment and competence in providing opinions, advice or information to any person in respect of a trade in real estate.

#### 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.

**AGREED PENALTY**

**The Respondent understands and agrees to the following penalty:**

To pay a fine of **\$4,000.00** not later than **four (4) months** 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:

<b>Course Title (Provider)</b>	<b>Completion date</b>
Introduction to TRESA	Not later than <b>six (6) months</b> 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 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 4, 5, 6(1) and 38 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. SELMANI, Domenika is ordered to pay a fine in the amount of \$4,000.00, payable to RECO, not later than four (4) months after the date of the Decision of the Discipline Committee on this matter.
2. SELMANI, Domenika is ordered to successfully complete the “*Introduction to TRESA*” course not later than six (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: March 9, 2026