



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 -

SHAHNAZ SOLTANIAN (Registered as SHARON SOLTANIAN)

- AND -

SOLTANIAN REAL ESTATE INC.

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:
**(Soltanian Real
Estate)**

In violation of Sections 22.0.3(1), 22.7(1)(a) and 23(4) of the General Regulation.

ORDER:

Fine of \$ 7,500.00 payable to RECO not later than 120 days after the date of the Decision of the Discipline Committee on this matter.

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 (*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, Soltanian was registered as a broker and Soltanian Real Estate was registered as a brokerage under the *Trust in Real Estate Services Act, 2002* (“**Act**”).
2. At all relevant times, Soltanian was the owner and Broker of Record of the brokerage Soltanian Real Estate.
3. At all relevant times, Soltanian represented Seller A and Seller B (*the “Sellers”*) in designated representation for the sale of their property located at 1A Drive (*the “Property”*).
4. At all relevant times, Buyer A (“**Buyer A**”) was an unsuccessful buyer of the Property and was represented by salesperson Representative A of Brokerage A. Buyer A filed a complaint with RECO regarding Soltanian’s conduct during the offer process for the Property.
5. At all relevant times, Representative B was a salesperson employed by the Brokerage B, and represented unsuccessful Buyer B. Representative B and Buyer B jointly filed a complaint with RECO regarding Soltanian’s conduct during the offer process for the Property.
6. At all relevant times, Representative C was a salesperson employed by Soltanian Real Estate who represented the successful buyer of the Property in an exclusive buyer representation. The Buyer was the Seller’s neighbour.
7. At all relevant times, Representative D, was a salesperson employed by the Brokerage D and represented unsuccessful Buyer C.

8. At all relevant times, Representative E was a salesperson employed with the Brokerage E and represented unsuccessful Buyer D.
9. On or around March 7, 2024, the Sellers entered into a seller representation agreement with Soltanian Real Estate that included a listing period term from March 8, 2024 to June 30, 2024, the seller's brokerage remuneration 2.5% + HST, remuneration offered to a buyer brokerage as "2.5%-\$499+HST" and a term that read: "If Sharon Soltanian sells the property as the buyer agent the total commission that the seller will be charged is 4%".
10. On or around March 8, 2024, the Property was listed by Soltanian on the local board listing service ("MLS") with an asking price of \$1,488,000. The listing indicated in the broker remarks section that offers on the Property would be reviewed on March 14 at 4:00 p.m., that the Sellers had the right to accept pre-emptive offers, and that offers should be emailed to Soltanian. The offered buyer's brokerage remuneration was included as "2.5%-\$499+HST".
11. On or around March 14, 2024 ("**Offer Day**"), the following five (5) written offers were received on the Property:
 - a) At or around 4:14 p.m., Representative A submitted an unconditional offer for the Property on behalf of Buyer A with a purchase price of \$1,600,000, a deposit of \$80,000, and a transaction completion date of June 20, 2024. Representative A registered this offer via the website "BrokerBay" but did not email a copy to Soltanian.
 - b) At or around 4:54 p.m., Representative C registered an unconditional offer on behalf of the Buyer on BrokerBay that included a purchase price of \$1,630,000, a deposit of \$81,500 and a transaction completion date of May 28, 2024 ("**Buyer Offer 1**"). Rose also personally delivered a copy of the offer to Soltanian.
 - c) At or around 5:14 p.m., Representative C submitted an unconditional offer on behalf of Buyer D that included a purchase price of \$1,528,000, a deposit of \$76,000 and a transaction completion date of April 30, 2024.

- d) At or around 5:19 p.m., Representative B submitted an unconditional offer on behalf of Buyer B that included a purchase price of \$1,652,000, a deposit of \$100,000 and a transaction completion date of May 30, 2024. This offer was sent directly to Soltanian and was never included as one of five offers received.
- e) At or around 6:20 p.m., Representative D submitted an offer on behalf of Buyer C, which included a purchase price of \$1,560,000, a deposit of \$80,000, a transaction completion date of June 30 and a condition regarding completion of an inspection.
12. At or around 4:14 p.m. on Offer Day, Soltanian sent all the prospective buyer representatives a notification that an offer had been received on the Property.
13. On Offer Day, prior to submitting Buyer Offer 1, Representative C spoke with Soltanian over the phone, confirming she would be submitting an offer for the Buyer. Soltanian advised Representative C that there would be a 1% discount on the commission earned where Soltanian Real Estate represented both the buyer and seller in the transaction.
14. At or around 4:54 p.m., Soltanian sent all the prospective buyer representatives a notification that a second offer had been received on the Property.
15. At or around 5:14 p.m., Soltanian sent all the prospective buyer representatives a notification that a third offer had been received on the Property.
16. At or around 6:49 p.m., Soltanian sent Representative B an email which advised: "Please be advised that 1 of 4 of the offers registered is from our own brokerage and there is a collateral agreement in place".
17. At or around 6:22 p.m. and 6:55 p.m. on Offer Day, Representative B attempted to contact Soltanian by phone but was not able to reach her.
18. On Offer Day, Representative A attempted to contact Soltanian regarding the offer process but was unable to reach her.
19. At or between 6:27 p.m. and 6:46 p.m. on Offer Day, Representative C presented to Soltanian in person, an improved unconditional offer to Buyer Offer 1 on behalf

of the Buyer. The improved offer included a purchase price of \$1,650,000, a deposit of \$85,000 and a transaction completion date of May 28, 2024 (*the “Buyer’s Improved Offer”*).

20. At or around 6:54 p.m., Soltanian sent Representative E an email that read: “Please be advised that 1 of the 4 offers registered is from our own brokerage and there is a collateral agreement in place”.
21. At all relevant times, the Sellers were aware that the Buyer was represented by an employee of Soltanian Real Estate and therefore acceptance of an offer from the Buyer would include a 1% discount on the commission for the transaction.
22. At or around 8:00 p.m., the Sellers accepted the Buyer’s Improved Offer.
23. On or about May 28, 2024, the transaction successfully completed.
24. Following the successful completion of the transaction, Representative C received \$36,838.90 and Soltanian received \$37,741.10 in remuneration through their brokerage.

SUMMARY OF AGREEMENTS

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

- A. Soltanian Real Estate failed to disclose to every buyer that the brokerage was providing services to both a seller and a buyer in respect of the same trade in real estate, contrary to section 22.03(1) of the General Regulation.
- B. Soltanian Real Estate failed to disclose to every buyer the existence and details of a collateral agreement with the seller to reduce the commission by 1% in a multiple representation scenario, contrary to section 23(4) of the General Regulation.
- C. Soltanian Real Estate failed to communicate the accurate number of competing written offers to every person who made an offer on the Property, contrary to section 22.7(1)(a) of the General Regulation.

It is agreed that Soltanian Real Estate failed to comply with the following sections of the General Regulation:

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.

Competing offers

22.7 (1) If a brokerage that has entered into a representation agreement with a seller receives a competing written offer, the brokerage shall,
(a) communicate the number of competing written offers to every person who is making one of the offers; and

Remuneration

23. (4) If a brokerage has entered into a representation agreement with a seller and an agreement between the brokerage and the seller contains terms that relate to remuneration and those terms may affect whether an offer to buy is accepted, the brokerage shall disclose the existence of and the details of those terms to any person who makes a written offer to buy as soon as possible after the offer is made and before any offer is accepted.

AGREED PENALTY

The Respondent Soltanian Real Estate understands and agrees to the following penalty:

To pay a fine of **\$7,500.00** not later than **120 days** after the date of the Decision of the Discipline Committee on this matter.

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 Agreed Statement was duly signed by the Parties.]

DECISION OF THE CHAIR (SOLTANIAN REAL ESTATE)

Having reviewed and considered the Agreed Statement of Facts, the Chair of the Discipline Committee (*TRESA 2002*) concluded that the Respondent (**SOLTANIAN REAL ESTATE**) breached Sections 22.0.3(1), 22.7(1)(a) and 23(4) 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. **SOLTANIAN REAL ESTATE** is Ordered a Fine of \$7,500.00 payable to RECO not later than 120 days after the date of the Decision of the Discipline Committee on this matter.

[Released: October 30, 2025]