

**IN THE MATTER OF  
THE REAL ESTATE ACT S.S. 1995, c. R-1.3**

**AND  
IN THE MATTER OF**

**ERIC JORDAN, PIN SERVICES LTD. operating as www.pin.ca  
and MERV EASTON**

**CEASE AND DESIST ORDER  
Subsection 82(2)**

**WHEREAS** the Saskatchewan Superintendent of Real Estate (the "Superintendent") is authorized pursuant to subsection 82(2) of *The Real Estate Act* (the "Act") to issue an order directing any person to cease trading in real estate;

**AND WHEREAS** the officers and employees of the Saskatchewan Real Estate Commission (the "Commission") have requested that the Superintendent issue a cease and desist order;

**AND WHEREAS** the officers and employees of the Commission have provided the Superintendent with the following information in support of its request pursuant to subsection 82(2):

1. The Commission has received copies of advertising agreements between Saskatchewan property owners and Pin Services Ltd. (the "Advertising Agreement"). Pin Services Ltd. appears to be an internet advertising business operating out of Victoria, B.C. and the laws of that province, according to the Advertising Agreement, govern the interpretation and enforcement of the contract with property owners;
2. Pin Services Ltd. is not now registered but was previously registered with the Corporations Branch of Saskatchewan Justice as an extra provincial corporation from November of 2004 until it was struck from register in November of 2005;
3. Eric Jordan of Victoria, BC was identified as the Director on the Pin Services Ltd. corporate registry profile at the Corporations Branch;
4. The Advertising Agreement provides for a set-up cost plus GST to the property owner and, upon the sale of the property, an advertising cost plus GST;
5. In return, pursuant to the Advertising Agreement, the property will be advertised by Pin Services Ltd. until it is sold;

6. The Advertising Agreements obtained by the Commission show setup fees of \$750 and \$3,000 advertising fees for farm property and \$99 setup fees for residential property with \$3,000 advertising fee to be paid upon sale of the property;
7. The Advertising Agreement that is signed by the property owner includes a Promissory Note which requires the advertising cost to be paid to Pin Services Ltd. when the property is sold at any future date, and further, an Irrevocable Direction to Pay is attached instructing that payment is to be made to Pin Services Ltd. when funds for the sale of the property are received;
8. In April and later in October of 2006, Ed Miller, Director of Investigations and Audits for the Commission, communicated with Merv Easton of [merv@pin.ca](mailto:merv@pin.ca) ;
9. Mr. Easton advertises his pin.ca services in Vanscoy, SK by signage erected on Highway 7, outside of that community. Further, a 1999 GMC Safari van, Saskatchewan plate 865 DNM registered to Judy Easton of Vanscoy is decaled with advertising for [www.pin.ca](http://www.pin.ca) on its left, right and rear sides;
10. Mr. Miller learned from Mr. Easton that the amounts for set up cost and advertising cost are determined by the type of property and location;
11. Mr. Easton confirmed that the advertising cost was not paid until the property sold. However, if the property owner wanted to cancel the agreement after the setup occurred, the property owner would be responsible for paying the full amount for advertising;
12. "Trade" as defined in clause 2(bb) of the Act includes:
  - (ii) an offering, advertisement, listing or showing of real estate for sale, purchase, exchange, option, lease or otherwise; ....
  - (v) the solicitation, negotiation or obtaining of a contract, agreement or any other arrangements to advertise real estate for sale, exchange, option, lease or other disposition of the real estate, either directly or indirectly, through any medium of advertising;
13. "Brokerage", defined at clause 2(d) of the Act, includes persons trading in real estate located in Saskatchewan for compensation, gain or hope of reward and section 67 requires that any collection or attempt to collect any commission or other remuneration for services rendered in connection with a trade in real estate is prohibited unless the brokerage is registered;
14. The nature of the Pin Services Ltd.'s business and substance of the Advertising Agreement when read with the definitions and the prohibitions contained in the Act support the position that the activities set out above fall within the definition of a "trade" in real estate;
15. In order to charge a fee for services rendered in connection with a trade in real estate persons must be registered pursuant to the Act;

16. Neither Eric Jordan nor Merv Easton nor the entity known as Pin Services Ltd. operating as www.pin.ca are registered as salespersons, associate brokers, branch managers or brokers under the Act, nor have they ever been registered under the Act;
17. It appears that Mr. Jordan, Mr. Easton and the entity known as Pin Services Ltd. operating as www.pin.ca are in contravention of section 18 of the Act;
18. Mr. Jordan, Mr. Easton and the entity known as Pin Services Ltd. operating as www.pin.ca have not applied for registration under the Act.

**AND WHEREAS** the Superintendent is satisfied that it is in the public interest to issue an order under subsection 82(2) of the Act;

**THE SUPERINTENDENT HEREBY ORDERS:**

1. Pursuant to clause 82(2)(c) that as of December 13, 2006, Eric Jordan, Merv Easton and the entity known as Pin Services Ltd. operating as www.pin.ca immediately cease and desist from trading in real estate in the province of Saskatchewan until such time as they are registered pursuant to, or are in compliance with, the Act.
2. In particular, that as of December 13, 2006, Eric Jordan, Merv Easton, Judy Easton and the entity known as Pin Services Ltd. operating as www.pin.ca immediately cease and desist from any further advertising of property for sale in Saskatchewan, in any form, including any signage on Highway 7 at or near Vanscoy, SK.
3. No other individual shall assist Pin Services Ltd., operating as www.pin.ca in trading in real estate in Saskatchewan or in the advertising of property for sale in Saskatchewan until such time as that individual and Pin Services Ltd. are registered pursuant to, or are in compliance with, the Act.

**AND TAKE NOTICE THAT:**

1. Pursuant to subsection 82(3), this cease and desist order remains in effect until the Superintendent, in writing, revokes the direction.
2. Pursuant to subsection 82(4), this cease and desist order may be enforced in the same manner as an order of the court and may be varied or discharged on application to the court made on notice to the Superintendent.

DATED this 13<sup>th</sup> day of December, 2006 at the city of Regina in the Province of Saskatchewan. /



J. Whitridge  
Deputy Superintendent of Real Estate