

**DECISION OF
THE SASKATCHEWAN REAL ESTATE COMMISSION
AND CONSENT ORDER**

Matharu (Re), 2025 SKREC 24

Date: November 25, 2025
Commission File: 2022-39

**IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF AJIT MATHARU**

Before: A Saskatchewan Real Estate Commission Hearing Committee
comprised of the following:

Jeffrey P. Reimer - Chairperson

Kayla McQueen

Dean Staff

CHARGE and ADMISSION OF MISCONDUCT:

[1] The registrant is charged with and is admitting to professional misconduct as follows:

Count 1:

- That Mr. Matharu breached section 39(1)(a) of *The Real Estate Act* by engaging in conduct that is harmful to the best interests of the public by failing to collect a deposit in accordance with the contract of purchase and sale and failing to advise the listing agent that no deposit had been received; and

Count 2:

- That, contrary to section 39(1)(c) of *The Real Estate Act*, Mr. Matharu breached section 58(1)(b)(ii) of the *Act* by drafting an offer to purchase that did not include the name and address of the buyer.

LEGISLATION:

[2] Section 39(1)(a) of *The Real Estate Act* states:

“Professional misconduct is a question of fact, but any matter, conduct or thing, whether or not disgraceful or dishonourable, is professional misconduct within the meaning of this Act, if... it is harmful to the best interests of the public, the registrants or the Commission.”

[3] Section 39(1)(c) of *The Real Estate Act* states:

“Professional misconduct is a question of fact, but any matter, conduct or thing, whether or not disgraceful or dishonourable, is professional misconduct within the meaning of this Act, if...it is a breach of this Act, the regulations or the bylaws or any terms or restrictions to which the registration is subject.”

[4] Section 58(1)(b)(ii) of *The Real Estate Act* states:

“An offer to purchase obtained by a registrant.....is to clearly show, prior to execution by the buyer.... the names and addresses of the buyer and seller.”

FACTS:

[5] In accordance with subsection 9(4) of The Real Estate Regulations (the **“Regulations”**), the Hearing Committee accepts Mr. Matharu’s Statement of Facts and Admissions, which includes the following relevant points:

[6] Mr. Matharu was continuously registered as a salesperson under the provisions of *The Real Estate Brokers Act, The Real Estate Brokers Act, 1987, and The Real Estate Act* in the Province of Saskatchewan with the Superintendent of Insurance and the Saskatchewan Real Estate Commission from January 28, 1986 to July 31, 2006. He has been continuously registered as a salesperson under the provisions of *The Real Estate Act* in the Province of Saskatchewan with the Saskatchewan Real Estate Commission from February 16, 2007 to present.

[7] Mr. Matharu has taken the following real estate courses:

- Real Estate 100
- Real Estate 200

[8] Mr. Matharu has completed the continuing professional development seminars each registration year since 2001-2002.

[9] Mr. Matharu is presently registered under the provisions of *The Real Estate Act* as a salesperson with Crawford Realty (1990) Ltd. O/A Homelife Crawford Realty (**“Crawford”**).

- [10] In 2022, Mr. Matharu represented Buyer A, through his numbered company (the “**Corporation**”), who sought to purchase a residential property located in Kannata Valley, Saskatchewan (the “**Property**”) from the Sellers (the “**Sellers**”). The Sellers had their own agents, Registrant A and Registrant B (the “**Sellers’ Agents**”).
- [11] The Information Services Corporation Corporate Registry Profile for the Corporation names Buyer A as the sole Director.
- [12] On or about May 21, 2022, Mr. Matharu received a letter from the Managing Director of the financial institution utilized by Buyer A. This letter confirmed that the financial institution was holding the sum of \$2,000,000 CAD in their custodial account for Buyer A. This letter further stated that the funds were under the control of Buyer A and would be directed according to his written instructions.
- [13] On June 20, 2022, Mr. Matharu drafted an offer to purchase (the “**Offer**”) on behalf of Buyer A. The Offer identified the buyer as “UNDISCLOSED BUYER OR ASSIGNEE” and only stated “SASK” for the address. Buyer A wanted to remain an undisclosed buyer due to a past problem with finances and with the Sellers. The Offer provided for, among other things, a possession date of July 1, 2022 and the payment of a \$50,000 deposit (the “**Deposit**”), which was to be paid to Crawford by Buyer A on or before June 23, 2022.
- [14] On June 21, 2022, the Sellers wrote a Counter Offer to Residential Contract of Purchase and Sale that, among other things, moved the possession date to July 15, 2022 at 9:00 a.m. and specified that all conditions were to be removed by June 24, 2022.
- [15] On or about June 23, 2022, Buyer A instructed Mr. Matharu to remove conditions for the Property. At this time, neither Mr. Matharu nor Crawford had received the Deposit from Buyer A, but Mr. Matharu followed Buyer A’s instructions to have the conditions removed. On June 23, 2022, Buyer A signed a Notice to Remove Conditions purporting to remove all conditions on the purchase of the Property. The document stated: “ALL CONDITIONS ARE NOW REMOVED. SALE IS FINAL.”
- [16] To the best of Mr. Matharu’s knowledge, at the time of this transaction, Crawford did not have any policies in place providing guidance for registrants regarding the collection of a deposit or information about the risks of removing conditions without first receiving a deposit, nor was there any further confirmation from Crawford before the conditions were removed.
- [17] On June 24, 2022, Mr. Matharu sent an email to the Sellers advising that all conditions had been removed and that the sale was final. At no point did Mr. Matharu represent to the Sellers or the Sellers’ Agents that Crawford had the Deposit in trust. What Mr. Matharu did tell Registrant A was that the funding to complete the Agreement was secured based on the representations of the

financial institution and Buyer A.

- [18] Mr. Matharu remained in regular contact with Buyer A and inquired about the Deposit. Buyer A repeatedly assured Mr. Matharu that the funds were forthcoming. Mr. Matharu also participated in a three-way call with Buyer A and the Managing Director of the financial institution, during which Mr. Matharu was told that the funds were on their way.
- [19] On July 12, 2022, Mr. Matharu received further correspondence from the financial institution that stated, among other things, that the funds to close the deal were being held for the Corporation. The correspondence further states that the funds were scheduled to be released on June 30, 2022 but that they had been rescheduled for a date on or before July 25, 2022 and would be directed according to written instructions.
- [20] On July 12, 2022, Mr. Matharu forwarded this correspondence to Registrant A.
- [21] The Sellers' lawyer contacted the Sellers and informed them that Buyer A's lawyer had stated that Buyer A lacked the funds to close by July 15, and that the Deposit had never been paid.
- [22] On July 14, 2022, Buyer A and the Sellers signed an Amendment to Residential Contract of Purchase and Sale (the "**Amendment**") which changed, among other things, the possession date from July 15, 2022, to 11: 59 am on July 26, 2022 and increased the purchase price to \$1,170,000. Mr. Matharu states that at no point prior to signing the Amendment did he mislead or advise the Sellers or their agents that the Deposit was in his possession. At the time of signing the Amendment, Mr. Matharu assumed, based on the correspondence he sent on July 12, 2022, that the Sellers knew he did not have the Deposit. Mr. Matharu states that he did not make a fraudulent or misleading reference to the Deposit during the discussions regarding the Amendment.
- [23] On July 25, 2022, Buyer A requested another extension to closing, which the Sellers did not accept.
- [24] On July 28, 2022, Buyer A signed a Notification Conditions Have Not Been Satisfied Or Removed in Writing. Mr. Matharu did not send a copy of the Notification that Conditions Have Not Been Satisfied or Removed in Writing to the Sellers' Agents.
- [25] On July 31, 2022, Mr. Matharu informed the Sellers' counsel that he had never received the Deposit from Buyer A.

REASONS:

Mitigating Factors

- [26] Mr. Matharu was cooperative with the investigation.

Aggravating Factors

- [27] The Sellers did not discover that the Deposit was not being held by Crawford until after conditions had been removed and shortly before the Buyer was supposed to take possession of the Property.
- [28] The Buyer likely forfeited the Deposit when he failed to complete his purchase of the Property after removing conditions, but the Sellers' efforts to collect the deposit have been significantly complicated by the fact that no deposit was being held in trust by Crawford as Mr. Matharu did not collect the deposit from Buyer A.
- [29] Mr. Matharu has a previous sanction history with the Commission:
- In *Matharu (Re)*, [2006 SKREC 6](#) (file #2005-07), Mr. Matharu was found to have breached Bylaw 730(g) by failing to have buyers sign the mandatory Ancillary Services form.
 - In *Matharu (Re)*, [2006 SKREC 7](#) (file #2005-07B), Mr. Matharu was found to have breached s. 70 of the *Act* by receiving a deposit cheque made payable to a seller and failing to turn the deposit over to his brokerage.
 - In *Matharu (Re)*, [2012 SKREC 2](#) (file #2011-07B), Mr. Matharu was found to have breached s. 8(4) of *The Real Estate Regulations* by failing to reply to the request of a review officer.
 - In *Matharu (Re)*, [2014 SKREC 4](#) (file #2011-07C), Mr. Matharu was found to have breached Commission Bylaw 715 by failing to take reasonable steps to discover facts pertaining to a property that a prudent registrant would take in order to fulfil the obligation to avoid error, misrepresentation or concealment of pertinent facts.
 - In *Matharu (Re)*, [2025 SKREC 6](#) (file #2024-02), Mr. Matharu was found to have breached Commission Bylaw 723(c) by failing to notify the Commission within five days of the commencement of civil proceedings with respect to a trade in real estate against him, and of any judgment issued against him as a result of those proceedings.

Prior Decisions & Other Considerations

- [30] In May of 2012, the Appeals Committee of the Real Estate Council of Ontario rendered a decision [In the Matter of Suzette Thompson](#) ("*Thompson*"). The Appeals Committee in *Thompson* set out a series of factors to be considered when

determining the appropriate sanction for a registrant found in breach of the legislation. The factors are as follows:

1. The nature and gravity of the breaches of the Code of Ethics.
2. The role of the offending member in the breaches.
3. Whether the offending member suffered or gained as a result of the breaches.
4. The impact of the breaches on complainants or others.
5. The need for specific deterrence to protect the public.
6. The need for general deterrence to protect the public.
7. The need to maintain the public's confidence in the integrity of the profession.
8. The degree to which the breaches are regarded as being outside the range of acceptable conduct.
9. The range of sanction in similar cases.

[31] These factors are reasonable considerations and can offer guidance to members of a Hearing Committee tasked with crafting an appropriate sanction for a registrant found to have committed professional misconduct. These factors have been consistently applied in Saskatchewan Real Estate Commission consent orders since September 2016.

1. The nature and gravity of the breaches of the Code of Ethics.

[32] While representing a buyer client, Mr. Matharu drafted an offer to purchase that did not include the name and address of the buyer.

[33] Mr. Matharu failed to collect a deposit from his buyer client in accordance with the contract of purchase and sale. The deposit was supposed to have been delivered to the brokerage by June 23, 2022, but it was not. Mr. Matharu continued to follow up with his client about the deposit but did not notify the listing agents that no deposit had been received. The Sellers were only advised that no deposit had been received when they were contacted by their lawyer on July 13, 2022, two days before possession. The Buyer was unable to complete his purchase of the Property after conditions were removed, but the Sellers have been unable to collect the forfeited deposit.

2. The role of the offending member in the breaches.

[34] Mr. Matharu was the only registrant directly involved in his breaches of the legislation, but the quality of supervision he received from his broker is also under investigation.

3. *Whether the offending member suffered or gained as a result of the breaches.*

[35] There is no evidence to suggest that Mr. Matharu suffered a loss or enjoyed a benefit as a result of his breaches of the legislation.

4. *The impact of the breaches on complainants or others.*

[36] Mr. Matharu's failure to collect the deposit from his buyer client or to notify the listing agents that no deposit was being held by his brokerage has caused actual harm to the Sellers. The Sellers liquidated the vast majority of the furniture and equipment in the Property in order to prepare for a sale that ultimately did not materialize. The Sellers have been unable to collect the forfeited deposit from the Buyer.

[37] It is not clear that there is any actual consumer harm arising out of Mr. Matharu's improper drafting of the contract of purchase and sale, but contracts that do not clearly identify the parties or the terms and conditions of the offer pose a risk to the public as a potential source of confusion and disagreement between the parties to a contract.

5. *The need for specific deterrence to protect the public.*

[38] Specific deterrence is needed to remind Mr. Matharu of his professional obligations. This will be the sixth time that Mr. Matharu has been charged with misconduct by the Commission, and that is unacceptable.

6. *The need for general deterrence to protect the public.*

[39] General deterrence is needed to remind all registrants of the importance of competent drafting. Contracts of purchase and sale must be complete and clear to prevent confusion or disagreement between the parties.

[40] General deterrence against registrants failing to notify colleagues that deposits have not been collected in accordance with the contract of purchase and sale is of particular importance. Four other registrants have been disciplined for this kind of breach of the legislation: *Antonini (Re)*, [2022 SKREC 7](#) (file #2022-07); *Sharma (Re)*, [2022 SKREC 1](#) (file #2021-30); *Amit (Re)*, [2021 SKREC 9](#) (file #2020-78); and *Kumar (Re)*, [2024 SKREC 3](#) (file #2022-43).

7. *The need to maintain the public's confidence in the integrity of the profession.*

[41] Members of the public must be confident that the registrants with whom they are dealing are meeting their professional obligations and the obligations they undertake as part of a trade in real estate.

[42] Parties to contracts of purchase and sale must be confident that the documents drafted by the registrants involved in the transaction completely and clearly set out the details of the bargain the parties intended to strike. They must be reassured that the registrants are handling deposits in accordance with the contract and communicating when issues surrounding the deposit arise.

8. *The degree to which the breaches are regarded as being outside the range of acceptable conduct.*

[43] Mr. Matharu's conduct falls well below the standard expected of registrants. In the course of a single transaction, he fell short of his professional obligations on multiple occasions and his actions have had a significant impact on the Sellers.

9. *The range of sanction in similar cases.*

A. What is an appropriate sanction for Mr. Matharu's breach of s. 39(1)(a) of the Act?

[44] In *Antonini (Re)*, [2022 SKREC 7](#) (file #2022-07) ("*Antonini*"), Mr. Antonini was issued an order of reprimand and a \$1,750 fine for breaching s. 39(1)(a) of the *Act* by failing to collect a deposit in accordance with a contract of purchase and sale. Mr. Antonini represented the purchaser of a property. The contract of purchase and sale called for a deposit of \$10,000, but the cheque delivered to Mr. Antonini was only for \$7,000. Mr. Antonini did not notice that the amount on the cheque did not match the deposit listed on the contract of purchase and sale. The day after conditions were removed, the conveyance department at Mr. Antonini's brokerage reviewed the file and discovered the shortfall. This was brought to Mr. Antonini's attention and he collected the balance of the deposit from his client shortly thereafter.

[45] Mr. Antonini had no previous sanction history and had been a registrant since 1986. He was cooperative with the investigation. He notified the listing agent of the shortfall in the deposit once he was notified of the same and the shortfall was addressed quickly once it was identified.

[46] The shortfall in the deposit was not noticed until after conditions had been removed.

[47] Mr. Matharu's breach of s. 39(1)(a) of the *Act* is more serious than that of the registrant in *Antonini*. In the present case, no deposit was collected by Mr. Matharu. Mr. Matharu has been sanctioned by the Commission on multiple occasions and he did not notify the listing agent that the deposit had not been received. The Buyer was ultimately unable to complete his purchase of the Property and the Sellers have been unable to collect the forfeited deposit.

- [48] In *Sharma (Re)*, [2022 SKREC 1](#) (file #2021-30) ("*Sharma*"), Mr. Sharma was issued an order of reprimand and a \$1,000 fine for breaching s. 39(1)(a) by failing to provide timely notice to a listing agent that a deposit and a deposit increase had been received late. On April 2, 2021, Mr. Sharma drafted an offer that indicated that a deposit had been received by the buyer's brokerage when, in fact, no deposit had been received. The initial deposit was not received until April 6, 2021. The contract called for the buyer to increase the deposit upon the removal of conditions. Conditions were removed on April 14, 2021, but the deposit increase was not received until April 19, 2021. Mr. Sharma did not advise the listing agent of either of these delays until after possession when Mr. Sharma sent the listing agent an amendment for the sellers to sign that purported to change the dates by which the deposit and deposit increase were to have been received.
- [49] Mr. Sharma was cooperative with the investigation and had no previous sanction history. He had only been registered for about a year and a half at the time of the breach.
- [50] Mr. Sharma failed to notify the listing agent that both the initial deposit and the deposit increase were several days late.
- [51] Mr. Matharu's breach of s. 39(1)(a) of the *Act* is more serious than that of the registrant in *Sharma*. While Mr. Sharma collected the deposit and deposit increase late, the funds were collected and deposited into trust. Mr. Matharu did not collect a deposit from his buyer client. Mr. Sharma's clients did complete their purchase of the property, while Mr. Matharu's buyer client forfeited his deposit when he failed to complete the purchase after conditions were removed.
- [52] In *Amit (Re)*, [2021 SKREC 9](#) (file #2020-78) ("*Amit*"), Mr. Amit was issued an order of reprimand and a \$1,500 fine for breaching s. 39(1)(a) of the *Act* by failing to notify the listing agent that he had not collected a deposit. Mr. Amit drafted an offer to purchase that stated that a \$5,000 deposit had been received by the brokerage, but that also indicated that the deposit was to be delivered to the brokerage upon removal of conditions. The seller signed acceptance of the offer believing that the deposit had been received by the buyer's brokerage. The buyer removed conditions, but did not provide Mr. Amit with the deposit cheque as required. Mr. Amit did not advise the listing agent that the deposit had not been received for four days after conditions were removed. The buyer ultimately backed out of the deal.
- [53] Mr. Amit was cooperative with the investigation and did not have a previous sanction history.
- [54] The seller did not find out that the brokerage had not collected a deposit from the buyer at the time the offer was written until after conditions had been removed

and it was starting to appear as though the buyer would not be able to complete the transaction.

- [55] Mr. Matharu's breach of s. 39(1)(a) of the *Act* is more serious than that of the registrant in *Amit*. Neither registrant collected a deposit from a buyer client and neither registrant gave timely notice to the listing agent that no deposit was being held. However, Mr. Matharu has a previous sanction history with the Commission.
- [56] In *Kumar (Re)*, [2024 SKREC 3](#) (file #2022-43), Mr. Kumar was issued an order of reprimand and a \$3,000 fine.
- [57] Mr. Kumar represented the buyers of a property. He drafted an offer which stated that a \$5,000 deposit was to be received on or before July 29, 2022. The offer included several conditions. The sellers wrote a Counter Offer, but it was not signed by the buyers until after it had expired. On July 25, the listing agent changed the deadline for acceptance on the Counter Offer and had her seller clients initial it before sending it to Mr. Kumar to have the buyers initial the change. Mr. Kumar asked the buyers to initial the document, but they did not do so. Although he advised the buyers that the deposit was to be deposited into trust by July 29, the buyers did not deliver the deposit to the brokerage within the stated timeframe. Mr. Kumar did not advise the listing agent that he had not received the deposit from the buyers by July 29. On July 29, Mr. Kumar obtained permission from the listing agent for the buyers to show the property to a relative. Mr. Kumar contracted COVID at the end of July and was very ill. As a result, he was not responsive to communication from the listing agent. On August 5, the buyers initialled the change to the deadline for acceptance of the Counter Offer and Mr. Kumar sent the document back to the listing agent. On August 8, the buyers signed a document collapsing the sale. This document indicated that the buyer's brokerage was not holding a deposit. This was the first time the listing agent heard that Mr. Kumar had not obtained a deposit from his buyer clients.
- [58] Mr. Kumar had no previous sanction history, and there were no aggravating factors.
- [59] Mr. Matharu's breach of section 39(1)(a) of the *Act* is more serious than that of the registrant in *Kumar*. Neither registrant collected a deposit from a buyer client and neither registrant gave timely notice to the listing agent that a deposit was not being held. However, in *Kumar*, the conditions had not yet been removed and there was no harm to the sellers. In the present case, there was consumer harm as the conditions had been removed and the sale was firm, and by failing to complete the transaction, Mr. Matharu's buyer client forfeited the deposit to the sellers.
- [60] As there have been several recent instances of a registrant being disciplined for issues surrounding the collection of deposits, the need for general deterrence to

ensure that the industry as a whole understands the issue is of particular importance. The deposit is an integral aspect of a real estate transaction and it is critical that the registrants representing the buyer are handling the deposit appropriately. As it is the buyer's brokerage that typically collects and holds the deposit on a transaction, the buyer's agent must be held responsible for notifying the registrants representing the seller of the status of that deposit. The importance of the proper handling of the deposit and information surrounding the deposit must be stressed to the industry.

- [61] In May of 2020, the provincial legislature amended s. 38 of the *Act* to increase the maximum fines that can be ordered against registrants found guilty of professional misconduct or professional incompetence. The previous iteration of the legislation capped fines at \$5,000 for each finding up to a maximum of \$15,000 in the aggregate for all findings. The new maximum fine for each finding of professional misconduct or professional incompetence was increased from \$25,000 up to \$100,000 in the aggregate for all findings. While this legislative change does not invalidate the precedents to be found in previous hearing decisions, it must be taken as a strong signal from lawmakers that the fines ordered against registrants should be increased so as to ensure the protection of the public.
- [62] Given Mr. Matharu's previous sanction history and the significant harm to the Sellers, the Commission is of the opinion that the maximum fine permitted by s. 38 of the *Act* is appropriate in the present case.
- [63] An order of reprimand and a fine of \$25,000 are appropriate sanctions for Mr. Matharu's breach of s. 39(1)(a) of the *Act*.

B. What is an appropriate sanction for Mr. Matharu's breach of s. 58(1)(b)(ii)?

- [64] In *Lutz (Re)*, [2019 SKREC 4](#) (file #2015-25) ("*Lutz*"), Janet Lutz was issued an order of reprimand and a \$1,250 fine for drafting an offer to purchase that inaccurately named the seller.
- [65] Ms. Lutz was assisting the buyer in her purchase of a house and wrote an offer to purchase a property that was owned by a joint corporation. Partner A of the joint corporation told Ms. Lutz that he and Partner B had agreed to dissolve the joint corporation and split the corporate assets. Partner A was the sole shareholder and director of Corporation A, and Partner B was the sole shareholder and director of Corporation B. Partner A suggested that the offer be completed in the name of Corporation A, as the sale could not be completed until the title was transferred to his corporation.
- [66] On or about July 11, 2014, the buyer wrote an offer to purchase the property from Corporation A. To the best of Ms. Lutz's knowledge, Corporation A was not and had never been the registered owner of the property. Ms. Lutz believed that

the buyer was aware that the purchase of the property was conditional upon the transfer of title to Corporation A, but neither the offer nor the counter offer made the transaction subject to the successful transfer of title to Corporation A.

- [67] Ms. Lutz was co-operative with the investigation, and there was no evidence of consumer harm
- [68] Mr. Matharu's conduct in the case is more serious than that of the registrant in *Lutz*. In the present case, there was significant harm to the sellers, and Mr. Matharu has a previous sanction history.
- [69] In *Fourlas (Re)*, [2019 SKREC 31](#) (file #2018-55) ("*Fourlas*"), Peter Fourlas was issued an order of reprimand and a \$1,000 fine for drafting an offer to purchase that did not include the name of the seller. Mr. Fourlas was representing a buyer in her purchase of a property from a self-represented seller. The first offer Mr. Fourlas drafted did not include the seller's name. In the space where the seller's name was to be noted, Mr. Fourlas wrote "For Sale By Owners". The seller's counter offer included his name in the space where the seller's name is to be noted. Mr. Fourlas drafted a second offer on behalf of his buyer client that did not include the seller's name. This offer was not accepted by the seller. Mr. Fourlas drafted two further offers on behalf of his buyer client that did include the seller's name.
- [70] Mr. Fourlas was cooperative with the investigation.
- [71] Despite the fact that the seller corrected the first offer by adding his name, Mr. Fourlas still wrote a second offer that named the seller only as "For Sale By Owners". Mr. Fourlas was the only registrant involved in the transaction. Registrants must be especially diligent when completing documents when there are no other registrants involved in a transaction to notice or correct any errors.
- [72] Mr. Matharu's breach of s. 58(1)(b)(ii) of the *Act* is more serious than that of the registrant in *Fourlas*. While both registrants drafted offers that failed to include the information required by the legislation, Mr. Matharu has a previous sanction history which is a significantly aggravating factor.
- [73] In *Morrison (Re)*, [2017 SKREC 1](#) (file #2012-34) ("*Morrison*"), Justin Morrison was issued an order of reprimand and a \$750 fine for breaching s. 58(1)(b)(ii) of the *Act*. Mr. Morrison purchased a property owned by Seller A and Seller B. The property was listed on the Saskatchewan Matrix with a single owner, Seller A. The offer to purchase named Seller A as the sole seller. Both Seller A and Seller B signed the contract as seller.
- [74] Mr. Morrison has no sanction history at the time of the transaction and he was cooperative with the investigation. He signed a Statement of Facts and Admissions acknowledging his mistake. The listing for the property only included

the name of one of the two owners and both owners of the property did sign the offer to purchase as sellers.

- [75] Mr. Morrison was a party to the transaction. It is even more important for a registrant to be diligent in completing paperwork when he or she is personally involved in the transaction.
- [76] Mr. Matharu's breach of s. 58(1)(b)(ii) of the *Act* is more serious than that of the registrant in *Morrison*. There were more mitigating factors at play in *Morrison* and Mr. Matharu has a previous sanction history.
- [77] Given the change to the legislation in May of 2020, the fine in the present case will be higher than the fines in precedents decided before the legislative change.
- [78] An order of reprimand and a fine of \$3,000 are appropriate sanctions for Mr. Matharu's breach of s. 58(1)(b)(ii) of the *Act*.

CONSENT ORDER:

- [79] In accordance with *The Real Estate Act*, its Regulations, and the Commission Bylaws, and with the consent of Mr. Matharu and the Investigation Committee of the Saskatchewan Real Estate Commission, the Hearing Committee hereby orders:
- [80] With respect to Count 1, the charge of professional misconduct contrary to section 39(1)(a) of *The Real Estate Act*:
- a. Mr. Matharu shall receive an order of reprimand for the violation of Section 39(1)(a) of *The Real Estate Act*;
 - b. Mr. Matharu shall, within six months of the date of this order, pay to the Saskatchewan Real Estate Commission a \$25,000.00 fine for the said violation of the *Act*; and
 - c. Mr. Matharu's registration shall be terminated if he fails to make payment as set out above.
- [81] With respect to Count 2, the charge of professional misconduct contrary to section 39(1)(c) of *The Real Estate Act* for breach of section 58(1)(b)(ii):
- a. Mr. Matharu shall receive an order of reprimand for the violation of Section 58(1)(b)(ii) of *The Real Estate Act*;
 - b. Mr. Matharu shall, within six months of the date of this order, pay to the Saskatchewan Real Estate Commission a \$3,000.00 fine for the said violation of the *Act*; and
 - c. Mr. Matharu's registration shall be terminated if he fails to make payment as set out above.

[82] There shall be no order as to costs.

Dated at Regina, Saskatchewan, this 25th day of November, 2025.

Jeffrey P. Reimer
Hearing Committee Chairperson