

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

Honch (Re), 2026 SKREC 1

Date: March 26, 2026
Commission File: 2024-108

**IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF JESSE HONCH**

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

Jeffrey P. Reimer - Chairperson

Wayne Bernakevitch

Lori Patrick

CHARGE and ADMISSION OF MISCONDUCT:

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

Count 1:

- That, contrary to section 39(1)(c) of *The Real Estate Act*, Mr. Honch breached Commission Bylaw 726, by undertaking or authorizing advertisements containing information that is inaccurate and reasonably capable of misleading the recipient.

LEGISLATION:

[2] 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.”

[3] Commission Bylaw 726(b) states:

“Any advertisement or incentive or the offering of any incentive or the participation in an incentive program to the public as an inducement to trade in real estate undertaken or authorized by a registrant shall not be:…… (b) inaccurate

[4] Commission Bylaw 726(c) states:

“Any advertisement or incentive or the offering of any incentive or the participation in an incentive program to the public as an inducement to trade in real estate undertaken or authorized by a registrant shall not be:…… (c) reasonably capable of misleading the recipient or intended recipient”.

FACTS:

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

[6] Mr. Honch has been registered as a salesperson under the provisions of *The Real Estate Act* in the Province of Saskatchewan with the Saskatchewan Real Estate Commission since July 29, 2009.

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

- Phase 1 – Real Estate as a Professional Career
- Commercial Real Estate as a Professional Career
- Residential Real Estate as a Professional Career

[8] Mr. Honch has completed the continuing professional development seminars each registration year since 2009-2010.

[9] Mr. Honch is presently registered under the provisions of *The Real Estate Act* as a salesperson with Coldwell Banker Signature.

[10] On May 23, 2024, the Property was listed for sale with Coldwell Banker Signature. Mr. Honch was the listing agent.

[11] Mr. Honch visited the property in advance of the listing with the Seller’s son, as the Seller lives in an assisted living facility.

[12] Mr. Honch properly had the Seller execute a Seller’s MLS® Brokerage Contract and Residential Condominium Saskatchewan MLS® Data Input Form.

- [13] On page 3 of The Residential Condominium Saskatchewan MLS® Data Input Form, Mr. Honch checked the boxes indicating that there was 1 exclusive parking stall and 1 underground parking stall. The parking stall number is listed as 208 on the Data Input Form.
- [14] The MLS® listing was created with respect to the Property and it stated, among other things, that condo fees were \$500.00 per month, pets were allowed with restrictions, and that the property included:
- a. A large, north-west facing balcony;
 - b. A gas water heater;
 - c. A central air conditioner;
 - d. A gas fireplace; and
 - e. One underground parking stall and one exclusive parking stall. The MLS® listing also indicated that there was one parking space, and that the parking stall number was 208.
- [15] Buyer A viewed the Property with his agent (the “**Buyer’s Agent**”). Upon viewing the Property, Buyer A noticed that the air conditioner was a wall unit, not central, and that the fireplace was electric, not gas.
- [16] Buyer A believed that there were two parking stalls because the MLS® listing provided that there was an underground parking stall and an exclusive parking stall. After viewing the Property, Buyer A went outside with the Buyer’s Agent to find the second parking stall, but they were unable to locate it.
- [17] On August 15th between 9:00 AM and 10:00 AM, the Buyer’s Agent came to the Coldwell Banker Signature office to ask some questions regarding the Property. Mr. Honch was on vacation at this time and Registrant B was assisting him with this transaction while he was away.
- [18] On August 15 at 10:42 AM, Registrant B sent a text message to the Buyer’s Agent advising that he had looked into the Buyer’s Agent’s questions.
- [19] In the text message, Registrant B confirmed that there was only one parking spot and acknowledged that he could see how this was confusing as there is a section showing 1 underground parking spot and 1 exclusive parking spot. Registrant B told the Buyer’s Agent that this was referring to the same parking stall as it was an underground exclusive parking stall, and that this was the way that MLS® is set up with condos.
- [20] Registrant B acknowledged that the fireplace was in fact electric and that they had revised the MLS® listing to reflect that.

- [21] The MLS® listing was revised on August 15th, 2024, at 10:17 AM. It was revised by Registrant B with the help of the office manager of Coldwell Banker Signature, and Mr. Honch reviewed the revisions before it was posted.
- [22] The revised MLS® listing changed a number of things from the initial MLS® listing:
- a. The description of the property was changed to provide that the property included a large north-east facing balcony (as opposed to a north-west facing balcony in the original MLS® listing).
 - b. The water heater was described as being electric (as opposed to gas in the original MLS® listing);
 - c. The fireplace was described as being electric (as opposed to gas in the original MLS® listing);
 - d. The air conditioner was described as being a wall unit (as opposed to central in the original MLS® listing);
 - e. The condo fees were described as being \$491 per month (as opposed to \$500 in the original MLS® listing); and
 - f. Pets were described as being not allowed (as opposed to pets being described as allowed with restrictions in the original MLS® listing).
- [23] On August 19th, 2024, the Buyer's Agent sent a text message to Registrant B asking if Mr. Honch was still out of the country. Registrant B confirmed that he was, and then the Buyer's Agent advised that he would be sending Registrant B an offer for the Property and asked for his email address.
- [24] Registrant B provided his email address, and the Buyer's Agent confirmed the offer had been sent.
- [25] On August 19 at 8:35 PM, Buyer A and his spouse made an offer to purchase the Property (the "**First Offer**"). The First Offer provided that certain unattached goods were included in the purchase, including one underground parking space. It did not reference an above ground parking space.
- [26] Registrant B confirmed that he had received the First Offer and asked the Buyer's Agent if there was an accepted offer on Buyer A's current property.
- [27] The Buyer's Agent replied: "Yes. They have to buy a parking spot from one of the other owners in order for it to work for them. Didn't come cheap."
- [28] On August 20, 2024 at 4:03 PM, the Seller signed a Counteroffer to Residential Contract of Purchase and Sale increasing the sale price.

- [29] On August 20, 2024, at 5:43 PM, Buyer A and his spouse executed a second offer to purchase the Property (the “**Second Offer**”). The Second Offer provided that certain unattached goods were included in the purchase, including one underground parking space. It did not reference an above ground parking space.
- [30] Registrant B advised the Buyer’s Agent that the seller had agreed to the Second Offer but wasn’t able to sign it that evening. Registrant B asked the Buyer’s Agent to have Buyer A and his spouse extend their timeline until lunch the following day. The Buyer’s Agent confirmed that was acceptable.
- [31] On August 20, 2024 at 8:50 PM, Buyer A and his spouse executed the third offer to purchase the Property (the “**Third Offer**”). The Third Offer had substantially the same terms as the Second Offer and attached Schedule “C” which made it a condition that the estoppel certificate be provided by the Condominium Corporation by August 26th, 2024.
- [32] The Seller accepted the Third Offer at 9:36AM on August 21st, 2024.
- [33] The Condominium Corporation was unable to provide the estoppel certificate and other required documents by August 26th, 2024, so an Amendment to Residential Contract of Purchase and Sale (the “**Amendment**”) was executed by the Seller on August 27, 2024, at 10:58AM extending the date to August 27th.
- [34] On August 29th, Buyer A executed a Notice to Remove Conditions. This document was executed by his spouse on August 30, 2024 and by the Seller on September 3rd, 2024.
- [35] The Buyer’s Agent and Mr. Honch exchanged various text messages between condition removal and acceptance about allowing Buyer A access to the condo before the possession date to do some measuring. Possession occurred on September 15, 2024.
- [36] Mr. Honch acknowledges that the type of fireplace and air conditioner in the original MLS® listing was incorrect and once the Buyer’s Agent notified him of the mistake after the showing, he immediately corrected them.
- [37] The Buyer’s Agent confirmed that Buyer A was aware that there was only one parking stall before making the First Offer.

REASONS:

Mitigating Factors

- [38] Mr. Honch was co-operative with the investigation.

[39] Mr. Honch acknowledged the inaccuracies in the MLS® listing and took immediate corrective action by amending the MLS® listing once the inaccuracies were brought to his attention.

Aggravating Factors

[40] There are no aggravating factors.

Prior Decisions & Other Considerations

[41] 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.

[42] 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.*

[43] The advertising created by Mr. Honch to market the Property for sale had several inaccuracies, including describing a water heater and fireplace as being natural gas when they were both electric, and describing the air conditioner as central when it was a wall unit. The advertising was also reasonably capable of misleading the buyers as to the number of parking stalls available at the

Property, although the buyer was advised that there was only one parking stall before he made his offer to purchase the Property.

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

[44] Mr. Honch was the sole listing agent for the Property. There was a brief period during the transaction where Mr. Honch was away on vacation and another registrant was assisting with the transaction. This other registrant revised the MLS® listing, but Mr. Honch reviewed the revised MLS® listing before it was posted.

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

[45] There is no evidence to suggest that Mr. Honch enjoyed any benefits or suffered any losses as a result of his breach of the legislation.

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

[46] There was no evidence provided of consumer harm, as the buyers were aware of the inaccuracies in the advertisement before making an offer to purchase the Property.

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

[47] Mr. Honch must be reminded that all of the information registrants present to the public in their advertisements must be accurate. The public must be able to rely on pertinent information found in an advertisement and there is the potential for harm to the public if a registrant advertises inaccurately.

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

[48] General deterrence is needed to remind all registrants that the information they present to the public in their advertisements must be clear, accurate and not misleading to the public. The public and other agents expect that registrants will pay attention to details and be thorough in their knowledge of their listings.

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

[49] Members of the public must be reassured that all of the information that they receive from registrants in advertisements is clear, accurate and not misleading in any way. The public is relying on registrants to know their properties.

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

[50] Mr. Honch's conduct falls below the standard expected of registrants, but it was not egregious.

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

A. What is an appropriate sanction for Mr. Honch's breach of Bylaw 726?

i. *Schmid (Re)*, 2019 SKREC 33 ("*Schmid*")

[51] In *Schmid*, Jenna Schmid was issued an order of reprimand and a \$1,000 fine for violating Bylaw 726(b).

[52] Ms. Schmid drafted an MLS® Data Input Form which stated that the property had a concrete basement when, in fact, the basement walls were made of wood. This form became the basis of the MLS® Listing. A previous listing of the property from 2000 specified wood walls in the basement and a portion of the wood basement walls were visible outside the house. A potential buyer had written an offer to purchase the property, believing the basement walls were concrete. The home inspection revealed the wood walls. The transaction ultimately collapsed, but the buyer had already sold her home on the basis of her offer to purchase the property.

[53] Mr. Honch's violation of Bylaw 726(b) is less serious than the registrant in *Schmid*. While there were inaccuracies in Mr. Honch's listing, there is no evidence of consumer harm as the buyers were aware of the inaccuracies prior to placing an offer on the Property.

ii. *Wiebe (Re)*, 2018 SKREC 38 ("*Wiebe*")

[54] In *Wiebe*, Joseph Wiebe was issued an order of reprimand and a \$2,250 fine for violating Bylaw 726(b).

[55] Mr. Wiebe listed a property for sale. An MLS® Listing created with respect to the property stated that the basement walls were composed of ICF block. The basement walls of the property were not, in fact, composed of ICF block. A second MLS® Listing created with respect to the property also stated that the basement walls were composed of ICF block.

[56] Registrant A represented buyers who were interested in purchasing the property. Registrant A requested a materials list setting out the products that had been

used to build the property. Mr. Wiebe's seller clients were willing to provide such a list as a condition on an offer. The buyers wrote an offer that was not made subject to the seller providing a materials list.

- [57] Shortly thereafter, the sellers signed an In-House Data Input Form regarding the property which indicated that the basement walls were composed of concrete. The buyers subsequently wrote an unconditional offer to purchase the property that was accepted by the sellers. Thereafter, the buyers received the materials list which indicated that the foundation was not composed of ICF block as had been stated in previous MLS® Listings. The buyers were prepared to proceed with the transaction, but wanted compensation for the false advertising and misrepresentation. The buyers estimated the difference in the value of the property to be \$15,000; an appraiser Mr. Wiebe contacted stated that he typically would not make an adjustment for an ICF basement over a concrete basement. The buyers ultimately completed their purchase of the property.
- [58] Mr. Honch's violation of Bylaw 726 is less serious than the registrant in *Wiebe*. While there were inaccuracies in Mr. Honch's listing, there is no evidence of consumer harm as the buyers were aware of the inaccuracies prior to placing an offer on the Property, and the offer was subject to conditions, so the buyers had the opportunity to collapse the transaction. The buyers chose to complete the transaction with full knowledge of the inaccuracies.

iii. *Chilliak (Re)*, 2018 SKREC 27 ("Chilliak")

- [59] In *Chilliak*, Mr. Chilliak was issued an order of reprimand and a \$1,500 fine for violating Bylaw 726(b).
- [60] The seller listed the property for sale with Mr. Chilliak. The MLS® Data Input Form stated that sewer disposal was attached to municipal rather than lagoon, liquid surface dis, septic tank, or other. The seller also completed a Property Condition Disclosure Statement that indicated that the dwellings were connected to a private water system and a sewer system. When asked to describe the water system, the seller noted "Cedar Villa water supplier".
- [61] The buyers purchased the property. Immediately after taking possession of the property, the buyers noticed a septic odour and discovered that there was a leak in the side of the septic mound which resulted in a stream of sewage running out.
- [62] Mr. Honch's violation of Bylaw 726 is less serious than the registrant in *Chilliak*. While there were inaccuracies in Mr. Honch's listing, there is no evidence of consumer harm as the buyers were aware of the inaccuracies prior to placing an offer on the Property.

iv. *Doderai (Re)*, 2011 SKREC 10 (“*Doderai*”)

- [63] In *Doderai*, Mr. Doderai received an order of reprimand and was ordered to pay a \$2,000 fine for violating Bylaw 726(b).
- [64] Mr. Doderai listed a property stating that it had a concrete foundation when he knew it had a preserved wood foundation. The Committee considered that he had one prior sanction with the Commission and the length of time he had been in the real estate industry at the time of the incident.
- [65] The Committee said that this was more than a case of simply “checking the wrong box.” Mr. Doderai knew of the error, corrected the feature sheets after he noticed the error, but did not contact the buyers or anyone else to advise them of the error. The Committee noted that the public relies on the registrants of the province to properly handle the transactions and that it is imperative that advertising is correct. The Committee felt that Mr. Doderai did not comprehend the seriousness and potential hardship created by incorrect advertising, both to the public and to the reputation of the real estate industry.
- [66] Mr. Honch’s violation of Bylaw 726 is less serious than the registrant in *Doderai*. The MLS® Listing was corrected immediately upon learning of the inaccuracies, and the inaccuracies were communicated to the buyers’ agent before the buyers made an offer to purchase the property.

v. *Desrochers (Re)*, 2009 SKREC 1 (“*Desrochers*”)

- [67] In *Desrochers (Re)*, 2009 SKREC 1, Mr. Desrochers was issued a \$500 fine, and a letter of reprimand for violating Bylaw 726(c).
- [68] Mr. Desrochers advertised a property for sale with underground parking when no underground parking in fact existed in relation to the property. The buyer stated that underground parking was a consideration when they made the offer. Disclosure on the estoppel certificate indicated that there was a dispute regarding parking allocation.
- [69] Mr. Desrochers co-operated fully with the Investigation Committee and admitted that the information he provided to the MLS system was incorrect and potentially misleading.
- [70] Mr. Desrochers claimed that there was never any malicious intent and that the misleading information was a result of simply checking the wrong box on the listing form.

[71] Mr. Honch's violation of Bylaw 726 is slightly less serious than the conduct of the registrant in *Desrochers*. The MLS® Listing undertaken or authorized by Mr. Honch misled the buyers as to whether there was a second parking stall, but in the present case the buyers were aware that there was only one parking stall before they made the offer to purchase.

vi. *Barkaie (Re)*, 2014 SKREC 2 ("Barkaie")

[72] In *Barkaie*, William Barkaie was ordered to pay a fine of \$1,500 and issued an order of reprimand.

[73] The advertisement listed by Mr. Barkaie contained an inaccurate statement that the property was "already connected to electricity" and to be sold "as is – where is". It was Mr. Barkaie's position that the statement was accurate in that there was a line from the Property connected to an electrical source. In truth, the electricity was not connected.

[74] The Committee considered that all parties to the transaction were aware of the status of electrical power to the Property prior to the removal of conditions. As such, the buyer had the opportunity to collapse the transaction and/or renegotiate the terms of the agreement, thereby negating or reducing the alleged loss or damage.

[75] Mr. Honch's conduct is similarly serious to the conduct of the registrant's in *Barkaie*. In both cases, the advertising contained inaccurate statements, but all parties to the transaction were aware of the inaccuracies prior to the removal of conditions. As such, the buyer had the opportunity to collapse the transaction and/or renegotiate the terms of the agreement, thereby negating or reducing the alleged loss or damage.

[76] In May of 2020, the provincial legislature amended section 38 of *The Real Estate 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 to \$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.

[77] Given the change to the legislation in May of 2020, as outlined previously, the fines suggested in this sanction recommendation will be higher than those found in the precedents that pre-date this legislative amendment.

[78] A letter of reprimand and a fine of \$2,500 are appropriate sanctions for Mr. Honch's breach of Bylaw 726.

CONSENT ORDER:

[79] In accordance with *The Real Estate Act*, its Regulations, and the Commission Bylaws, and with the consent of Mr. Honch 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)(c) of *The Real Estate Act* for breach of Commission Bylaw 726:

- a. Mr. Honch shall receive an order of reprimand for the violation of Commission Bylaw 726;
- b. Mr. Honch shall, within three months of the date of this order, pay to the Saskatchewan Real Estate Commission a \$2,500.00 fine for the said violation of the *Act*; and
- c. Mr. Honch's registration shall be terminated if he fails to make payment as set out above.

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

Dated at Regina, Saskatchewan, this 26th day of March, 2026.

Jeffrey P. Reimer
Hearing Committee Chairperson