

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

Strieb (Re), 2026 SKREC 3

Date: March 26, 2026
Commission File: 2024-119

**IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF DEANNA STRIEB**

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*, Ms. Strieb breached Sections 58(1) and 58(4) of the *Act* by failing to reduce offers and counteroffers to writing; and

Count 2:

- That, contrary to section 39(1)(c) of *The Real Estate Act*, Ms. Strieb breached Commission Bylaw 702 by failing to protect and promote the interests of her client and failing to deal fairly with all parties to a transaction.

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] Sections 58(1) and 58(4) of *The Real Estate Act* state:

“58(1) An offer to purchase obtained by a registrant:

- (a) subject to the regulations, is to be in writing, dated and signed by the buyer in the presence of a witness; and*
- (b) is to clearly show, prior to execution by the buyer:*
 - (i) the date on which the offer is made;*
 - (ii) the names and addresses of the buyer and seller;*
 - (iii) the street address or legal description of the real estate;*
 - (iv) the price offered by the buyer and the terms and conditions of the offer;*
 - (v) the amount of deposit, if any, made at the time of the offer and whether or not that deposit is to form part of the price;*
 - (vi) a brief description and list of any chattels that are to be included in the price;*
 - (vii) the date of possession by the buyer and whether possession is to be vacant or otherwise;*
 - (viii) the date of adjustments;*
 - (ix) the time and date by which the offer is to be accepted;*
 - (x) the name, address and telephone number of the brokerage; and*
 - (xi) any other information prescribed in the bylaws.”*

[...]

“(4) Where a registrant presents an offer mentioned in subsection (1) to a seller and the seller does not accept the offer, subsections (2) and (3) apply with respect to any amendment to the offer or counter offer, with any necessary modification.”

[4] Bylaw 702 states:

“A registrant shall protect and promote the interests of his or her client. This primary obligation does not relieve the registrant from the obligation of dealing fairly with all other parties to the transaction.”

FACTS:

- [5] In accordance with subsection 9(4) of The Real Estate Regulations (the “Regulations”), the Hearing Committee accepts Ms. Strieb’s Statement of Facts and Admissions, which includes the following relevant points:
- [6] Ms. Strieb 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 from February 5, 2016, to June 30, 2022; from July 5, 2022, to June 30, 2023; and from July 6, 2023, to the present date.
- [7] Ms. Strieb has taken the following real estate courses:
- Phase 1 – Real Estate as a Professional Career
 - Residential Real Estate as a Professional Career
 - Farm Real Estate as a Professional Career
 - Commercial Real Estate as a Professional Career
- [8] Ms. Strieb has completed the continuing professional development seminars each registration year since 2015-2016.
- [9] Ms. Strieb is presently registered under the provisions of *The Real Estate Act* as a salesperson with Thor Real Estate Inc. O/A Re/Max of Swift Current.
- [10] The Complainant is a member of the public.
- [11] Broker A is registered as the broker of Re/Max of Swift Current.
- [12] A property located in Gull Lake, Saskatchewan (the “**Property**”) was listed for sale on January 3, 2024 with Registrant B, a registrant also registered with Re/Max of Swift Current. The Property was listed for \$70,000.
- [13] Both Ms. Strieb and her husband have ties to Gull Lake and have rental properties there. Ms. Strieb booked a viewing of the Property for her and her husband on January 4, 2024.
- [14] After viewing the Property, they decided not to make an offer to purchase the same because of its condition and the amount of work required.
- [15] Ms. Strieb took over the listing of the Property in July of 2024. A Seller’s MLS® Brokerage Contract was signed by the seller on October 19, 2024, naming Ms. Strieb as the listing agent.
- [16] In September of 2024, the seller reduced the price of the Property to \$49,000. This was effective on October 19, 2024.

- [17] After the seller reduced the price, Ms. Strieb had many discussions with her husband about whether they were going to make an offer to purchase the Property. They concluded that they were not willing to purchase the Property at that price.
- [18] In mid-November, Ms. Strieb's husband mentioned offering on the Property at a lower price. They planned to book another viewing when it worked with both of their schedules.
- [19] On November 22, 2024, the Complainant sent a text message to Ms. Strieb asking to set up an appointment with her to see the Property.
- [20] Although Ms. Strieb and her husband had intentions to make an offer on the Property, she knew it was in the seller's best interest if she showed the Property to another potential purchaser.
- [21] The Complainant viewed the property with Ms. Strieb on November 26, 2024.
- [22] On that same day, the Complainant made a verbal offer of \$15,000 to purchase the Property.
- [23] Ms. Strieb understands verbal offers are not recommended and the implications verbal offers can have. Ms. Strieb would typically not present a verbal offer, but the Complainant had asked her to submit it verbally.
- [24] Ms. Strieb sent a text message to the seller advising that the Complainant was interested in the Property but felt that it needed a lot of work. Ms. Strieb texted the seller that the Complainant would be willing to purchase the Property for \$15,000.
- [25] Ms. Strieb called the seller and they discussed the Complainant's offer. The seller expressed concern about the low offer and advised Ms. Strieb that the Property had been appraised at \$42,000 and that she felt it was worth more than \$15,000. The seller told Ms. Strieb that she wanted to see a "2" in front of an offer.
- [26] Ms. Strieb told the seller that she could see if the Complainant would come up in his price, and the seller agreed.
- [27] On November 26, 2024, Ms. Strieb sent a text to the Complainant asking if he would consider any higher than \$15,000. In this text message, Ms. Strieb advised that the Property was appraised at \$42,000 and the seller would like more than \$15,000.
- [28] The Complainant sent a text message to Ms. Strieb advising that he was not willing to increase his offer, but that he would pay cash, and the offer would be unconditional.

- [29] Ms. Strieb texted the seller with the Complainant's response and asked if she wanted Ms. Strieb to go back to him with a \$25,000 counteroffer. It was at this point that Ms. Strieb told the seller that she would buy the Property for \$25,000 if the Complainant did not.
- [30] Ms. Strieb sent another text message to the Complainant advising that the seller would be willing to come down to \$25,000.
- [31] The Complainant responded via text message that he would speak to his wife to see if he could convince her to increase the offer to \$20,000 with no conditions.
- [32] On November 26, 2024, the Complainant sent a text message to Ms. Strieb asking if she had tax information and the cost of utilities, power and gas.
- [33] Ms. Strieb replied with the tax information, and the cost of power, water, energy, TV and phone.
- [34] The Complainant increased his offer to \$18,000 cash after receiving this information.
- [35] Ms. Strieb responded that she would discuss the offer of \$18,000 with the seller.
- [36] On November 28, the Complainant followed up with Ms. Strieb about the status of his verbal offer of \$18,000. On December 4, 2024 at 3:12 PM, she responded that she was waiting to hear back from the seller.
- [37] Between November 27 and December 4, the only communication Ms. Strieb had with both the seller and the Complainant was a conversation with the seller saying she wanted \$25,000 and the Complainant saying he would buy it for \$18,000. Nothing was complete with the purchase because they had not agreed on a price. Ms. Strieb and her husband were preparing to write an offer for \$25,000 and they booked an appointment with a contractor to look at the property on December 4 but had to cancel because she could not reach the tenant to get his permission to enter the Property.
- [38] After cancelling the viewing with the contractor, Ms. Strieb received a call from the Complainant stating he wanted to put another offer in for \$20,000. Ms. Strieb told him that she would present his offer and get back to him. Ms. Strieb messaged the seller to advise that the Complainant was offering \$20,000 and another offer was coming in from her and her husband.
- [39] Ms. Strieb spoke with her broker, Broker A, who recommended that she remove herself as the registrant in the transaction. Broker A advised Ms. Strieb that she should have three different registrants involved: one to represent the Complainant, one to represent Ms. Strieb and her husband, and another to present any and all offers to the seller.
- [40] On December 4, Ms. Strieb sent a text message to the Complainant indicating that when he made the \$18,000 offer, she discussed the Property with her

husband and told the Complainant that her husband had wanted to make an offer on the Property since the day it came on the market. Ms. Strieb advised that they were going to write an offer on the Property, but because of the conflict of interest, she wanted to disclose it to him and had lined up three different agents to handle the transaction so that she would be removed from the transaction completely. If the Complainant wanted to proceed with making his offer, Broker A would write up the Complainant's offer, a second registrant would write up Ms. Strieb's offer, and a third registrant would present both offers to the seller.

- [41] The Complainant responded via text message and stated that Ms. Strieb should buy the Property, and that he figured something was not quite right and that the Property needed a lot of work. Ms. Strieb responded and asked if he was sure he didn't want to put an offer in.
- [42] In the text message, the Complainant asked how much work it would be to put in an offer and asked what the point of putting an offer in was if Ms. Strieb's offer would be more than his. The Complainant indicated that he was not interested in an auction.
- [43] Ms. Strieb sent a text message advising that it was not difficult to write up the offer and asked if the Complainant would be willing to offer \$25,000. The Complainant texted back that he was not interested in offering \$25,000 if he was bidding against Ms. Strieb.
- [44] Ms. Strieb sent a text message indicating that if the Complainant offered \$25,000, she would not offer on the Property. The Complainant texted back that if he offered \$20,000, Ms. Strieb would offer \$25,000 and that it didn't make sense for him to make an offer.
- [45] Ms. Strieb confirmed that \$25,000 was the seller's counteroffer to the Complainant's offer. The Complainant stated he knew that, but then this situation arose and things should have been put into writing.
- [46] Ms. Strieb responded via text message that if the Complainant wanted to accept the \$25,000 counteroffer, then she would not write an offer. The Complainant texted back and reiterated the offers that had been made and then indicated that it seemed sketchy to come to \$25,000 without a formal offer.
- [47] In this text message, the Complainant stated that this seemed like a game, to which Ms. Strieb responded and indicated that this is why she discussed with her broker because she didn't want it to be a game. Ms. Strieb further stated that if the Complainant was willing to come to \$25,000, she would not submit an offer.
- [48] The Complainant sent another text message advising that he would need 48 hours to make the decision, and Ms. Strieb confirmed that the seller was willing to wait 48 hours.

- [49] The Complainant requested clarification on who was getting paid the commission for the transaction.
- [50] Ms. Strieb advised that Broker A, the broker at Re/Max of Swift Current, would write the Complainant's offer, she would get another registrant to write her offer, and a third registrant would present the offers to the seller.
- [51] In the text message, Ms. Strieb stated "I'm sure you know what our offer will be. We won't be going above that."
- [52] The Complainant texted back, stating that this was 'way past integrity'. Ms. Strieb responded that she was being honest with him, and that she had contacted her broker because she didn't want anything unethical to come of this.
- [53] The Complainant sent another text, stating that it was far too late for that, and that first Ms. Strieb indicated she would not be putting in an offer, and now the offer is going in with a different registrant and that the seller is to choose the buyer, whether the price is the same or not.
- [54] Ms. Strieb stated that if the Complainant wanted to proceed with an offer that she would back out, and that she was trying to be open and honest by telling him.
- [55] Ms. Strieb advised that she would get Broker A to get in touch with the Complainant and stated that she would not put an offer on the Property. The Complainant texted back that Broker A could get in touch with him the following day. Ms. Strieb advised that she would pass his number to Broker A and that Broker A would contact him.
- [56] Ms. Strieb apologized for the situation and indicated that if the Complainant put an offer in for the Property, she would get another registrant to present the offer to the seller so that she wasn't involved.
- [57] The Complainant and Ms. Strieb continued to exchange text messages about how the Property was zoned.
- [58] The Complainant asked Ms. Strieb to inquire if the seller would accept \$20,000 in cash and a 2011 GMC Nevada 4x4 truck. Ms. Strieb said she could ask the seller and asked if the Complainant minded if she texted the seller.
- [59] Ms. Strieb responded that the seller did not want the truck.
- [60] On December 5, Ms. Strieb asked the Complainant if Broker A had gotten in contact with him, and he confirmed that she had.
- [61] On December 5, Ms. Strieb spoke with Broker A to see if Ms. Strieb and her husband should wait to make their offer. Broker A indicated the Complainant was going to offer and that Ms. Strieb could proceed with her offer too.

- [62] On December 5 at 3:59 PM, Corporation C submitted an unconditional offer to purchase the Property. Ms. Strieb is a director, officer and shareholder of Corporation C.
- [63] After submitting their offer, the only communication Ms. Strieb had with the Complainant was the text message that she sent on December 5 to ensure that Broker A had contacted him.
- [64] After presenting the Complainant's verbal offer of \$20,000 plus the truck with the seller, the only other communication Ms. Strieb had with the seller was to let her know that Registrant B would be contacting her shortly.
- [65] On December 5 at 7:34 pm, the Complainant texted Broker A indicating that he did the FINTRAC, and that he got a cold the day before and needed a day to clear it up.
- [66] Broker A replied that she did not see it in her email but would be at her computer in a couple of hours and would look again.
- [67] The offer from Corporation C was accepted by the seller on December 5 at 8:30 pm.
- [68] On December 6, 2024, Broker A asked the Complainant to send a picture of his ID, which he did at 6:14 pm.
- [69] On December 6 at 8:39 pm, Broker A texted the Complainant that the seller had accepted an offer earlier that day and apologized.

Mitigating Factors

- [70] Ms. Strieb was co-operative with the investigation.
- [71] Mr. Strieb disclosed the conflict of interest to her client and removed herself from the transaction before making an offer to purchase the property.
- [72] Ms. Strieb sought direction from her broker before making an offer to purchase the property.

Aggravating Factors

- [73] Ms. Strieb has a previous sanction history.
- [74] There was consumer harm as Ms. Strieb's buyer client lost out on the opportunity to make an offer to purchase the property.
- [75] Ms. Strieb told her buyer client on two occasions that she would not make an offer to purchase the property if he was going to make an offer, and was aware

that her buyer client required 48 hours to make a decision. The following day, a corporation that Ms. Strieb is a director, officer and shareholder of made an unconditional offer to purchase the property.

Prior Decisions & Other Considerations

[76] 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.

[77] 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.

[78] There were three verbal offers and one counteroffer sent to Ms. Strieb via text messages for which Ms. Strieb did not prepare written contracts.

[79] Ms. Strieb and her husband were interested in making an offer to purchase property that she had listed for sale. Ms. Strieb had viewed the property with her husband, and they were going to schedule a second viewing when she began representing a potential purchaser. She did not disclose to her buyer client that she was interested in the property at the beginning of the agency relationship.

[80] In the course of her representation of her buyer client, Ms. Strieb learned that the seller would be willing to accept an amount that was significantly lower than the list

price. Ms. Strieb decided to make an offer to purchase the property using this information. When Ms. Strieb decided to make an offer to purchase the property, she sought direction from her broker and was told to remove herself from the transaction. She disclosed the conflict of interest to her buyer client and told him that if he was interested in making an offer to purchase the property, her broker would prepare an offer for him, another registrant would prepare her offer, and a third registrant would present the offers to the seller. When her buyer client identified the conflict of interest and became upset, Ms. Strieb told him in two different text messages that she would not make an offer to purchase the property if he was going to make an offer. Ms. Strieb's buyer client told her that he would need 48 hours to make a decision.

- [81] The following day, Ms. Strieb sought direction from her broker to determine whether she should wait to submit an offer to purchase the property. Her broker, who had agreed to represent the potential buyer, advised her that the potential buyer was going to make an offer to purchase and that she could go ahead and submit her offer. A company in which Ms. Strieb was a director, officer and shareholder made an unconditional offer to purchase the property that same day, which was accepted by the seller three hours later. Ms. Strieb's offer was accepted before the 48-hours that the other buyer had requested had passed.

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

- [82] Ms. Strieb was the sole listing agent for the property. She sought advice from her broker, and her broker ultimately represented the potential buyer after Ms. Strieb disclosed her conflict of interest and removed herself from the transaction. Ms. Strieb's broker told her to go ahead with her offer to purchase the Property.

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

- [83] Ms. Strieb enjoyed a benefit as a result of her breaches of the legislation as a company in which she is a director, officer and shareholder purchased a rental property at a price that was significantly lower than the listed price.

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

- [84] The complainant was Ms. Strieb's buyer client. He had made three verbal offers to purchase the property that were not committed to writing by Ms. Strieb. Ms. Strieb's seller client also made a verbal counteroffer that Ms. Strieb did not commit to writing.

- [85] After Ms. Strieb disclosed her conflict of interest and removed herself from the transaction, her buyer client was still interested in making an offer to purchase the property and had been sent the necessary paperwork by the broker of Re/Max of Swift Current. Ms. Strieb had represented to him in two separate text messages that she would not make an offer to purchase the property if he wanted to make

an offer, and Ms. Strieb was aware that her buyer client required 48 hours to make a decision. Before the 48 hours was up, the unconditional offer made by the company in which Ms. Strieb is a director, officer and shareholder was accepted by the seller. As a result of Ms. Strieb's breaches, her client suffered consumer harm as he lost out on the opportunity to make an offer to purchase the Property. Although Ms. Strieb was told by her broker that she could submit an offer to purchase, it was not fair to her former buyer client that Ms. Strieb made her offer to purchase less than twenty-four hours after withdrawing as the buyer's agent when she was aware that he required 48 hours to make a decision.

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

- [86] Ms. Strieb must be made aware of the legislated requirement of committing all offers to writing, especially when acting in a limited dual agent capacity.
- [87] Specific deterrence is needed to remind Ms. Strieb of the trust that the public places in registrants and the damage that can be done to that trust when registrants do not protect and promote their client's interest or otherwise deal fairly with all parties to the transaction. Ms. Strieb must also be reminded that when a registrant is personally involved in a transaction, the registrant is in a conflict of interest which inherently creates risk to a client because the client's interests now stand in opposition to the interests of the registrant he or she has engaged as an agent.

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

- [88] Registrants must be reminded that the Act requires that all offers be made in writing.
- [89] General deterrence is also needed to remind all registrants that if they are in a conflict of interest with their client, they must advise their client as soon as possible that the conflict exists and provide their client with sufficient information to ensure that the client is aware of the risk to his or her interests. The client must be able to evaluate the situation and determine whether or not he or she wants to engage a different agent to ensure that his or her interests are adequately represented.

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

- [90] Members of the public must be assured that the offers and counteroffers they make are properly committed to writing to ensure that the contract completely and accurately describes the deal the parties intend to make.
- [91] Members of the public must be confident that a registrant will protect and promote their interests and that they will be dealt with fairly in a transaction.

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

[92] Ms. Strieb's conduct falls below the standard expected of registrants, and it was egregious because it caused harm to the public.

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

A. What is an appropriate sanction for Ms. Strieb's breach of sections 58(1) and (4)?

i. Puterbaugh (Re), 2023 SKREC 6 (file #2023-55) ("Puterbaugh")

[93] In *Puterbaugh*, Ms. Puterbaugh represented the sellers of a cabin. Ms. Puterbaugh also represented the first buyer. After viewing the property with Ms. Puterbaugh, the first buyer discussed making an offer for \$380,000 and Ms. Puterbaugh called the sellers to discuss this verbal offer. The sellers had indicated they would accept the offer, but that they would not be able to accept the offer for two weeks until they were back at the cabin. Ms. Puterbaugh texted the first buyer and told him that the sellers would accept the offer of \$380,000, and that they would need to put together an official offer. Ms. Puterbaugh congratulated the first buyer on his purchase of the cabin, though she did not tell him that "the deal was done" or that this was a completed sale because the contract was not yet signed by all parties. The sellers had a walk through with the first buyer and later told Ms. Puterbaugh that they were having second thoughts and did not want to sign the offer yet. Ms. Puterbaugh advised the first buyer that the sellers were not prepared to sign the contract yet, and he said that was fine.

[94] The next day, the second buyers wrote an unconditional offer to purchase the property. Ms. Puterbaugh also represented the second buyers. The first buyer was given an opportunity to revise his offer in light of the new offer, which he did, but the sellers ultimately accepted the second buyers' offer. Ms. Puterbaugh did not advise the first buyer that she was also acting for a competing buyer.

[95] Ms. Puterbaugh was cooperative with the investigation and had no previous sanction history.

[96] Ms. Puterbaugh had been a registrant since 2014. She represented two competing buyers without disclosing her conflict of interest. She was also representing the buyers and sellers as a limited dual agent. Registrants must be even more diligent when there are no other registrants involved in a transaction to ensure the paperwork is completed correctly and the transaction is managed properly.

[97] Ms. Puterbaugh was issued an order of reprimand and a \$2,000 fine for breaching s. 58(1)(a) and 58(3). Ms. Puterbaugh was also sanctioned for violating Bylaw 702 and was issued an order of reprimand and a \$2,000 fine.

[98] Ms. Strieb's breaches of s. 58(1)(a) and (4) are more serious than the registrant in *Puterbaugh*. In *Puterbaugh*, Ms. Puterbaugh failed to commit one offer to writing. In the present case, there were three offers and one counteroffer that were not committed to writing by Ms. Strieb. In addition, the first buyer in *Puterbaugh* was given an opportunity to revise his offer; in the present case, Ms. Strieb's buyer client lost out on the opportunity to make an offer to purchase the property because a company in which Ms. Strieb is a director, officer and shareholder made an unconditional offer to purchase the property, which was accepted by the seller.

ii. [Lovell \(Re\), 2018 SKREC 26 \(file #2017-71\) \("Lovell"\)](#)

[99] In *Lovell*, Ms. Lovell listed the property for sale. She showed the property to the buyers, who told her that they wanted to put in an offer. Ms. Lovell brought out a blank offer to purchase, but the buyers told her they wanted to do a verbal offer first. Ms. Lovell told the buyers the offer needed to be put on paper, but the buyers refused.

[100] Ms. Lovell told the buyers she would have to get permission from the sellers to present a verbal offer before they could continue. She recorded in writing everything the buyers wanted to include in the offer.

[101] Ms. Lovell sent a text message to the sellers asking if they wanted to deal on a verbal offer first. She added that, if the sellers were interested, she would text or call them with the formal verbal offer. Ms. Lovell presented the verbal offer to the sellers, but the sellers did not accept it.

[102] Ms. Lovell sent a text message to the sellers saying she had messaged the buyers to tell them the offer was countered at asking price.

[103] Ms. Lovell had no previous sanction history and was co-operative with the investigation. She signed a Consent Order acknowledging her error.

[104] Ms. Lovell was representing both parties as a limited dual agent. Registrants must be even more diligent when there are no other registrants involved in a transaction to ensure the paperwork is completed correctly and the transaction is managed properly.

[105] Ms. Lovell was issued an order of reprimand and a fine of \$2,000 for her breach of section 58(1)(a).

[106] Ms. Strieb's breaches of s. 58(1)(a) and (4) are more serious than the conduct of the registrant in *Lovell*. Although both Ms. Strieb and Ms. Lovell were acting as a limited dual agent, in *Lovell*, Ms. Lovell failed to reduce one offer and one counteroffer to writing. In the present case, there were three offers and one counteroffer communicated via text message that Ms. Strieb failed to commit to writing.

iii. *Hammel (Re)*, 2018 SKREC 3 (file #2016-02) ("Hammel")

[107] In *Hammel*, Mr. Hammel showed the property to an interested buyer. The buyer made an unconditional, verbal offer to purchase the property for a specified price. Mr. Hammel communicated this verbal offer to the seller by email and the seller replied with an increased purchase price. Mr. Hammel discussed this counteroffer with the buyer, who made a new unconditional, verbal offer at a different purchase price. Mr. Hammel sent an email to the seller advising of the new verbal offer.

[108] Shortly thereafter, the buyer wrote an offer to purchase the property with a registrant from another brokerage as his agent.

[109] Mr. Hammel had no previous sanction history and was co-operative with the investigation. He had been registered since 2001. Mr. Hammel signed a Statement of Facts and Admissions acknowledging his misconduct and, ultimately, a Consent Order.

[110] Mr. Hammel communicated two verbal offers to the seller and a verbal counteroffer to the buyer. The buyer's offer was not committed to writing until the buyer was represented by another registrant.

[111] Mr. Hammel was issued an order of reprimand and a \$1,500 fine for his breach of section 58(1)(a).

[112] Ms. Strieb's breaches of s. 58(1)(a) and (4) are more serious than the conduct of the registrant in *Hammel*. In *Hammel*, Mr. Hammel was acting as a limited dual agent, and there were two verbal offers and one verbal counteroffer that were not committed to writing. In the present case, there were three verbal offers and one verbal counteroffer communicated via text message that Ms. Strieb failed to commit to writing.

iv. *Lorenz (Re)*, 2018 SKREC 2 (file #2015-79) ("Lorenz")

[113] In *Lorenz*, Mr. Lorenz represented the buyer and the seller as a limited dual agent. The buyer asked Mr. Lorenz to take a verbal offer to the seller. Mr. Lorenz spoke to the seller about the verbal offer and communicated the seller's response to the buyer. The buyer made a second verbal offer, which Mr. Lorenz also presented to the seller. The seller responded that the purchase price would need to be higher. Mr. Lorenz communicated this information to the buyer. At this point, Mr. Lorenz assisted the buyer in writing an offer to purchase the property.

- [114] The conditional sale of the property to the buyer collapsed.
- [115] Once again, the buyer asked Mr. Lorenz to take a verbal offer to the seller. This offer set out the purchase price, chattels included in the sale and conditions to which the offer would be subject. Mr. Lorenz took this verbal offer to the seller and communicated the seller's response to the buyer. The buyer advised that he would pay additional money for an outbuilding on the property and Mr. Lorenz communicated this to the seller. The seller agreed to accept the new purchase price and Mr. Lorenz communicated this information back to the buyer. At this point, Mr. Lorenz assisted the buyer in writing another offer to purchase the property.
- [116] Mr. Lorenz had no previous sanction history and was co-operative with the investigation. He believed he was carrying out his fiduciary duties to the seller and the buyer. The contract of purchase and sale between Mr. Lorenz's clients was ultimately reduced to writing.
- [117] Mr. Lorenz communicated three verbal offers to the seller on behalf of the buyer.
- [118] Mr. Lorenz was issued an order of reprimand and a \$1,500 fine for breaching s. 58(1)(a).
- [119] Ms. Strieb's breaches of s. 58(1)(a) and (4) were more serious than the registrant in *Lorenz*. In *Lorenz*, although verbal offers were communicated by Mr. Lorenz, Mr. Lorenz did ultimately reduce the offers to writing. Ms. Strieb communicated three verbal offers to the seller on behalf of the potential purchaser and communicated one verbal counteroffer to the potential purchaser on behalf of the seller, none of which were turned into a written offer.
- [120] 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.
- [121] Given the change to the legislation in May of 2020, as outlined previously, the fines suggested in the present case will be higher than those found in the precedents that pre-date this legislative amendment, such as *Lovell, Hammel and Lorenz*.
- [122] A letter of reprimand and a fine of \$3,500 are appropriate sanctions for Ms. Strieb's breaches of sections 58(1)(a) and (4).

B. What is an appropriate sanction for Ms. Strieb's breach of Bylaw 702?

i. Puterbaugh (Re), 2023 SKREC 6 (file #2023-55) ("*Puterbaugh*")

[123] In *Puterbaugh*, as discussed above, Ms. Puterbaugh represented two competing buyers and the sellers of a cabin. Ms. Puterbaugh did not disclose to either of the buyers that she was representing both.

[124] Ms. Puterbaugh was cooperative with the investigation and had no previous sanction history.

[125] Ms. Puterbaugh had been a registrant since 2014. She represented two competing buyers without disclosing her conflict of interest. She was also representing the buyers and sellers as a limited dual agent. Registrants must be even more diligent when there are no other registrants involved in a transaction to ensure the paperwork is properly completed and the transaction is managed properly.

[126] Ms. Strieb's breach of Bylaw 702 is more serious than the registrant in *Puterbaugh*. In *Puterbaugh*, the conflict of interest arose because Ms. Puterbaugh was representing two competing buyers. In the present case, the conflict of interest arose because Ms. Strieb was personally interested in purchasing the property. Ms. Strieb did ultimately disclose the conflict of interest to her buyer client but did not do so at the outset of the agency relationship.

ii. Thiessen (Re), 2015 SKREC 5 (file #2012-10) ("*Thiessen*")

[127] In *Thiessen*, Mr. Thiessen failed to protect and promote the interests of his clients by failing to advise them when he was added to the transaction as a buyer and by failing to obtain the signatures of both clients on all documents.

[128] Seller A contacted Mr. Thiessen about selling a property that formed part of his mother's estate. Mr. Thiessen took on the listing. The sellers were listed as Seller A and Seller B, however only Seller A signed the contract. Mr. Thiessen witnessed Seller A's signature on the contract, but no one signed as witness to Mr. Thiessen's signature. Mr. Thiessen did not obtain documentation confirming that either Seller A and/or Seller B were executors of their mother's will, personal representatives for her estate, or in any way responsible for and in a position to sell the Property. Mr. Thiessen obtained a handwritten note stating that Seller A authorized Seller B to act on his behalf for the sale of their mother's home. Thereafter, an amendment to the listing agreement was only signed by Seller A. Mr. Thiessen's wife ultimately purchased the property. Mr. Thiessen was later advised that transfer documents would need to be amended to include him as a second buyer. Mr. Thiessen did not amend the Residential Contract of Purchase and Sale to reflect the fact that he had been added to the transaction as a buyer.

The majority of Mr. Thiessen's dealings with respect to the property were verbal and with Seller A who, he understood, forwarded information along to Seller B.

- [129] Mr. Thiessen had no sanction history and he co-operated with the investigation. There was no evidence he deliberately withheld the fact of his inclusion as a buyer from the Sellers. There was no evidence of consumer harm. Mr. Thiessen did complete a Disclosure of Interest in Trade Form advising the Seller that the initial buyer was his wife. Mr. Thiessen believed the quality of his documentation had improved greatly since his new broker began reviewing it in October of 2013.
- [130] Although Seller A signed a document giving Seller B authority to sign documents on his behalf, Mr. Thiessen continued to communicate primarily with Seller A and did not obtain Seller B's signature on all necessary documents. Mr. Thiessen had been a registrant for approximately eleven years at the time of the transaction. Registrants should be especially careful with disclosure and keeping clients informed when they are personally involved in the transaction as a buyer or seller.
- [131] Mr. Thiessen was issued an order of reprimand and a \$2,000 fine.
- [132] Ms. Strieb's breach of Bylaw 702 is more serious than the registrant in *Thiessen*. In *Thiessen*, Mr. Thiessen put himself into a conflict of interest with his seller clients when he was added as a party to the transaction. However, Mr. Thiessen was not representing any other potential buyer clients. In the present case, Ms. Strieb and her husband had been interested in the property since it came on the market and had already viewed the property once with a plan to schedule a second viewing. Before the second viewing was scheduled, Ms. Strieb began acting for a potential buyer and did not disclose this conflict to him. Through the course of her representation of her buyer client, she learned that the seller would be willing to accept an amount significantly lower than the list price. With this information in hand, Ms. Strieb decided to make an offer to purchase the property. On the advice of her broker, Ms. Strieb disclosed the conflict of interest to her client and removed herself from the transaction but made her offer to purchase the property the day after withdrawing as agent for her buyer client while she was aware that her buyer client required 48 hours to make the decision. In the present case, there is evidence of consumer harm as Ms. Strieb's buyer client lost out on the opportunity to make an offer to purchase the property.
- [133] 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.
- [134] A letter of reprimand and a fine of \$3,500 are appropriate sanctions for Ms. Strieb's breach of Bylaw 702.

CONSENT ORDER:

[135] In accordance with *The Real Estate Act*, its Regulations, and the Commission Bylaws, and with the consent of Ms. Strieb and the Investigation Committee of the Saskatchewan Real Estate Commission, the Hearing Committee hereby orders:

[136] With respect to Count 1, the charge of professional misconduct contrary to section 39(1)(c) of *The Real Estate Act* for breach of Sections 58(1) and 58(4) of *The Real Estate Act*:

- a. Ms. Strieb shall receive an order of reprimand for the violation of Sections 58(1) and 58(4) of *The Real Estate Act*;
- b. Ms. Strieb shall, within six months of the date of this order, pay to the Saskatchewan Real Estate Commission a fine of \$3,500 for the said violation of the *Act*; and
- c. Ms. Strieb's registration shall be terminated if she fails to make payment as set out above.

[137] With respect to Count 2, the charge of professional misconduct contrary to section 39(1)(c) of *The Real Estate Act* for breach of Commission Bylaw 702:

- a. Ms. Strieb shall receive an order of reprimand for the violation of Commission Bylaw 702;
- b. Ms. Strieb shall, within six months of the date of this order, pay to the Saskatchewan Real Estate Commission a fine of \$3,500 for the said violation of the *Act*; and
- c. Ms. Strieb's registration shall be terminated if she fails to make payment as set out above.

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

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

Jeffrey P. Reimer
Hearing Committee Chairperson