

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

*Thoreson (Re)*, 2026 SKREC 5

Date: March 26, 2026  
Commission File: 2025-26

**IN THE MATTER OF  
THE REAL ESTATE ACT, C. R-1.3 AND  
IN THE MATTER OF LANETTE THORESON**

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 Ms. Thoreson breached section 39(1)(c) of the *The Real Estate Act* (the “**Act**”) by breaching Commission Bylaw 702 by failing to protect and promote the interests of her client.

**LEGISLATION:**

[2] Section 39(1)(c) of the *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] Bylaw 702 of the Commission Bylaws 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:**

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

[5] Ms. Thoreson was 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 23, 2005 to December 16, 2016. Ms. Thoreson has been registered as a broker under the provisions of *The Real Estate Act* in the Province of Saskatchewan with the Saskatchewan Real Estate Commission from December 16, 2016 to June 30, 2022 and from July 5, 2022 to the present date.

[6] Ms. Thoreson has taken the following real estate courses:

- Fundamentals of Real Estate
- Principles of Real Property Law
- Principles of Mortgage Financing
- Principles of Real Estate Appraisal
- Real Estate Office Management & Brokerage

[7] Ms. Thoreson has completed the continuing professional development seminars each registration year since 2004-2005.

[8] Ms. Thoreson is presently registered under the provisions of the *Act* as a broker with Thor Real Estate Inc. O/A Re/Max of Swift Current.

[9] Registrant A is a salesperson registered with Re/Max of Swift Current.

[10] A property located in Gull Lake, Saskatchewan (the “**Property**”) was listed for sale on January 3, 2024, with Registrant B, a registrant registered with Re/Max of Swift Current. The Property was listed for \$70,000.

[11] Registrant A 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 Registrant A as the listing agent.

[12] On October 19, 2024, the seller reduced the price of the Property to \$49,000.

[13] On December 4, 2024, Registrant A reached out to Ms. Thoreson regarding the possibility of a multiple-offer situation on the Property. Since Registrant A was a partner in the company submitting one of the offers, Ms. Thoreson informed her

that she could no longer represent any party in the transaction due to her personal involvement.

- [14] Ms. Thoreson also stressed to Registrant A the importance of ensuring that all parties were made aware of her direct interest.
- [15] To maintain transparency and impartiality, Ms. Thoreson suggested that Registrant B, the original listing agent for the Property, represent the seller, and offered to assist the other potential buyer (the “**Potential Buyer**”) provided they were comfortable working with her.
- [16] Following this, Registrant A disclosed to the Potential Buyer and the seller that she and her husband would be submitting an offer. Registrant A withdrew as the agent for both the Potential Buyer and the seller. Registrant A clarified that she would not present offers to the seller herself and communicated that Ms. Thoreson was available to represent the Potential Buyer should he require representation.
- [17] The Potential Buyer identified the conflict of interest, and Registrant A told him that she would not make an offer to purchase the Property if he was interested in making an offer. Ms. Thoreson was aware that Registrant A had told this to the Potential Buyer.
- [18] On December 5, 2024 at 11:00 a.m. Ms. Thoreson contacted the Potential Buyer and sent him the necessary FINTRAC forms for completion. The Potential Buyer responded that he had received her email.
- [19] On December 5, 2024, Registrant A spoke with Ms. Thoreson to see if she and her husband should wait to make their offer. Ms. Thoreson told Registrant A that the Potential Buyer was going to make an offer and that Registrant A could proceed with her offer too. Ms. Thoreson believed that it was important to have both parties submit their offers in order to represent the best interests of the seller.
- [20] At the time that Ms. Thoreson told Registrant A that she could proceed with her offer, she thought that she would be getting an offer that same day from the Potential Buyer.
- [21] Ms. Thoreson had not yet discussed the terms of an offer with the Potential Buyer at the time that she told Registrant A to submit her offer. Ms. Thoreson and the Potential Buyer had just discussed that he was wanting to put in an offer, and the Potential Buyer had not yet returned the FINTRAC forms.
- [22] On December 5 at 3:59 PM, a corporation in which Registrant A is a director, officer and shareholder, submitted an unconditional offer to purchase the Property.

- [23] On December 5 at 7:34 pm, the Potential Buyer texted Ms. Thoreson indicating that he did the FINTRAC, and that he got a cold the day before and needed a day to clear it up.
- [24] Ms. Thoreson replied that she did not see the Potential Buyer's email but would be at her computer in a couple of hours and would look again.
- [25] On December 5 at 8:30 pm, the unconditional offer from Registrant A's corporation was accepted by the seller.
- [26] On December 6, Ms. Thoreson asked the Potential Buyer to send a picture of his ID, which he did at 6:14 pm.
- [27] Later that evening at 8:39 pm, Ms. Thoreson texted the Potential Buyer that the seller had accepted an offer earlier that day and apologized.

## **REASONS:**

### Mitigating Factors

- [28] Ms. Thoreson has no previous sanction history.
- [29] Ms. Thoreson was cooperative with the investigation.
- [30] Ms. Thoreson recognized the potential risks of a conflict of interest in the professional relationship between Registrant A and the Potential Buyer, and between Registrant A and the seller.

### Aggravating Factors

- [31] Ms. Thoreson is a broker. As the parties responsible for supervision of other registrants, brokers are held to a higher standard of conduct.

### Prior Decisions & Other Considerations

- [32] 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.

[33] 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.*

[34] A salesperson registered at Ms. Thoreson's brokerage was the listing agent for certain property and was also acting as the agent for a potential buyer. This registrant intended to make an offer to purchase the property through a company in which she was a director, officer and shareholder. When this registrant sought guidance from Ms. Thoreson, Ms. Thoreson properly suggested to the registrant that she remove herself from the transaction, and Ms. Thoreson offered to represent the potential buyer. Ms. Thoreson was aware that the registrant had told the potential buyer that if he wanted to submit an offer, she would not make an offer.

[35] The following day, Ms. Thoreson sent the FINTRAC forms to the potential buyer. The registrant asked Ms. Thoreson if she should wait to submit an offer to purchase the property, and Ms. Thoreson told the registrant that she could submit an offer. At the time that Ms. Thoreson told the registrant she could submit her offer, Ms. Thoreson had not received the completed FINTRAC forms from the potential buyer nor had she discussed the terms of an offer with him.

[36] The registrant, through a corporation in which she was a director, officer and shareholder of, made an unconditional offer to purchase the property, which was accepted by the seller three hours later. The offer was accepted before the potential buyer had an opportunity to submit his offer.

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

[37] While there was another registrant involved in the breach of the legislation, that other registrant was a salesperson operating under the supervision and guidance of Ms. Thoreson.

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

[38] There is no indication that Ms. Thoreson suffered a loss or enjoyed a benefit as a result of the breach.

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

[39] As a result of the breach, the potential buyer lost the opportunity to present his offer to the seller of the property.

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

[40] Specific deterrence is needed to ensure that Ms. Thoreson understands the importance of protecting and promoting the interests of her client. Ms. Thoreson must be reminded that the interests of one's client are paramount when acting as their agent.

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

[41] General deterrence is needed to remind all registrants 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 the interests of their clients.

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

[42] Members of the public must be confident that the registrant that they choose to represent them will protect and promote their interests.

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

[43] Ms. Thoreson'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 Ms. Thoreson's breach of Bylaw 702?**

[44] While there are many previous decisions under Bylaw 702, none of them are entirely similar to the case at hand. The following are the most relevant.

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

[45] In *Puterbaugh*, Nicole Puterbaugh was issued an order of reprimand and a \$2,000 fine for failing to disclose that she was also acting on behalf of a second buyer.

[46] Ms. Puterbaugh represented the owners of a cabin. Ms. Puterbaugh represented the first buyer in writing an offer to purchase the property. Ms. Puterbaugh presented the first buyer's offer to her seller clients, who advised that they would accept the offer but could not sign it for almost two weeks. She reported this back to the first buyer and congratulated him on his purchase of the cabin, though she did not tell him that the deal was done because the contract was not yet signed. The sellers had a walk through with the first purchaser, but Ms. Puterbaugh advised him that the sellers were not prepared to sign the contract yet. The next day, the second purchasers wrote an offer to purchase the property. Ms. Puterbaugh also represented the second purchasers. The first purchaser was given an opportunity to revise his offer in light of the new offer, which he did, but the sellers ultimately accepted the second purchasers' offer. Ms. Puterbaugh did not advise the first purchaser that she was also acting for a competing buyer.

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

[48] Ms. Thoreson's breach is slightly more serious than the breach in *Puterbaugh*. In both cases the registrants failed to protect and promote the interests of their clients, and in both cases their clients did not ultimately end up purchasing the property in question. However, in *Puterbaugh*, the first purchaser was given an opportunity to revise his offer, whereas in the present case Ms. Thoreson's client was never given the opportunity to make an offer to purchase the property as it was purchased by another registrant registered with Ms. Thoreson's brokerage. The registrant asked Ms. Thoreson if she should wait to submit her offer. Ms. Thoreson had the opportunity to tell the registrant to wait until her buyer client had the opportunity to submit his offer, but she did not do so and instead told the registrant that she could submit her offer, which was unconditional and was accepted by the seller before Ms. Thoreson's buyer client had an opportunity to submit his offer.

ii. *Sanderson (Re)*, [2019 SKREC 6](#) (file #2016-28) ("*Sanderson*")

[49] In *Sanderson*, Sylvia Sanderson received an order of reprimand and a fine of \$1,500 for a transaction in which the buyer had accepted an offer and another buyer had signed a counter offer.

[50] Ms. Sanderson listed a property for sale. She received an offer from Buyer A which was countered by her seller client. Ms. Sanderson received a text message from the registrant representing Buyer A which stated that the registrant would be sending a new offer. Shortly thereafter, Ms. Sanderson received an offer to purchase the property from Buyer B. Ms. Sanderson discussed Buyer B's offer with her seller clients, who decided to accept it. The sellers signed acceptance of Buyer B's offer. Rather than writing a new offer, Buyer A signed acceptance of the counteroffer from the sellers. Ms. Sanderson

advised the registrant representing Buyer A that the sellers had already accepted another offer. The sellers proceeded with the sale of the property to Buyer B.

[51] Ms. Sanderson had no previous sanction history and was co-operative with the investigation. Ms. Sanderson was registered as a broker. As registrants with additional training and experience who are expected to supervise the actions of all registrants and employees of their brokerage, brokers are held to a higher standard of behaviour. Ms. Sanderson's actions placed her seller clients in a precarious legal position.

[52] Ms. Thoreson's breach is slightly less serious than Ms. Sanderson's breach. In both cases, the potential buyers lost out on the opportunity to purchase property because of the actions of a registrant. However, Ms. Sanderson also put her clients in a precarious legal position. Ms. Sanderson and Ms. Thoreson are both registered as brokers, and as such their behaviour is held to a higher standard.

iii. [Bailey \(Re\), 2018 SKREC 24](#) ("Bailey")

[53] In *Bailey*, Chad Bailey was issued an order of reprimand and ordered to pay a \$1,000 fine.

[54] The Property was listed for sale by another brokerage. Mr. Bailey assisted two competing buyers in writing offers to purchase the Property. He did not advise either of the buyers that he was presenting offers for competing buyers.

[55] At the time of the transaction, Mr. Bailey and his broker believed that he was not allowed to advise his clients that there were multiple offers without written permission from the seller.

[56] Mr. Bailey was advised that neither of his buyer clients' offers had been accepted. At that time, he advised his clients that he had taken multiple offers. Both buyers were satisfied with Mr. Bailey's handling of their offers to purchase the Property and continue to be his clients.

[57] Mr. Bailey did not have a previous sanction history and had been registered for less than six months at the time of the transaction. Mr. Bailey and his broker believed that registrants could not disclose the fact that there were multiple offers to purchase a property to any person without written consent from the seller. There is no evidence that Mr. Bailey acted with malice or ill intent when he failed to advise his buyer clients that he represented competing buyers. Both of Mr. Bailey's clients were satisfied with his handling of their offers to purchase the property and continued to work with him. Mr. Bailey was co-operative with the investigation and signed a Consent Order acknowledging his error.

[58] Ms. Thoreson's breach of Bylaw 702 is slightly more serious than the registrant in *Bailey*. Like the registrant in *Bailey*, there is no evidence that Ms. Thoreson acted with malice or ill intent when told Registrant A to submit her offer before first

ensuring that her buyer client had an opportunity to submit his. However, there was no consumer harm in *Bailey* as both of Mr. Bailey's clients were satisfied with his handling of their offers to purchase the property and continued to work with him. In the present case, there was consumer harm as Ms. Thoreson's buyer client lost out on the opportunity to make an offer to purchase the property, and Ms. Thoreson had the opportunity to protect his interests by telling the registrant who ended up purchasing the property to wait to submit her offer until her client had also had an opportunity to submit his. Further, Ms. Thoreson has several more years of experience than the registrant in *Bailey*, and is a broker.

[59] 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.

[60] An order of reprimand and a fine of \$4,000 are appropriate sanctions for Ms. Thoreson's breach of Bylaw 702.

### **CONSENT ORDER:**

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

[62] With respect to Count 1, the charge of professional misconduct contrary to Section 39(1)(c) of *The Real Estate Act*:

- a. Ms. Thoreson shall receive an order of reprimand for the violation of Bylaw 702 of *The Real Estate Act*;
- b. Ms. Thoreson shall, within six months of the date of this order, pay to the Saskatchewan Real Estate Commission a \$4,000.00 fine for the said violation of the *Act*; and,
- c. Ms. Thoreson's registration shall be terminated if she fails to make payment as set out above.

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

Dated at Regina, Saskatchewan, this 26<sup>th</sup> day of March, 2026.

Jeffrey P. Reimer  
Hearing Committee Chairperson