

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

GoodDoors Property Management (Re), 2026 SKREC 16

Date: September 25, 2026
Commission File: 2025-42

**IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF GOODDOORS PROPERTY MANAGEMENT**

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

Christopher Boychuk - Chairperson

Alberta Mak

Micheal Genest

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*, GoodDoors Property Management breached Bylaw 617 by twice failing to include necessary information in a property management agreement.

Count 2:

That, contrary to section 39(1)(c) of *The Real Estate Act*, GoodDoors Property Management breached Bylaw 712(c) by twice failing to ensure that the brokerage utilized only registered personnel to perform the duties of registrants on behalf of the brokerage when two different agreements were signed by non-registrants on behalf of the brokerage.

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] Bylaw 617 states, in part:

“A written property management agreement shall be executed between a brokerage and the landlord and shall contain:

(a) the name and address of the brokerage and landlord;

(b) the identity of the property to be managed by street address, if applicable, and legal description;

...”

- [4] Bylaw 712(c) states:

“A broker or branch manager shall be responsible for:

...

(c) ensuring that the brokerage utilizes only registered personnel to perform the duties of registrants on behalf of the brokerage;”

FACTS:

- [5] In accordance with subsection 9(4) of The Real Estate Regulations (“the Regulations”), the Hearing Committee accepts GoodDoors Property Management’s Statement of Facts and Admissions, which includes the following relevant points:
- [6] Leenan Property Management Inc. O/A GoodDoors Property Management (“**GoodDoors**”) has been continuously registered as a Brokerage under the provisions of *The Real Estate Act* in the Province of Saskatchewan with the Saskatchewan Real Estate Commission since November 25, 2020.
- [7] Sarah Halbgewachs is presently registered under the provisions of *The Real Estate Act* as a Broker with GoodDoors.
- [8] Ms. Halbgewachs has taken the following real estate courses:
- Phase 1 - Real Estate as a Professional Career;
 - Property Management as a Professional Career; and
 - Real Estate Office Management & Brokerage.

- [9] Ms. Halbgewachs has completed the continuing professional development seminars each registration year since 2020-2021.
- [10] On July 31, 2024, Owner A signed a Property Management Owner Agreement with GoodDoors (the “**Agreement**”). The Agreement was for GoodDoors to manage the rental of a condo unit he owned (the “**Condo**”).
- [11] The Agreement provided the civic address of the Condo, but not the legal description.
- [12] The Agreement was for the period from August 6, 2024 to August 31, 2025.
- [13] The Agreement was signed by Employee A as manager and witnessed by Ms. Halbgewachs.
- [14] Employee A is the President of Leenan Property Management Inc. which owns and operates as GoodDoors.
- [15] Employee A is not a registrant.
- [16] Under “Scope of Services”, the Agreement provided the following:
Rent Collection: The Manager shall diligently collect all rents and other amounts due from tenants as and when the same become due and payable. The Manager shall employ reasonable efforts to ensure timely payment by all tenants and shall take appropriate action in the event of any default payment.
- [17] On September 16, 2024, GoodDoors signed a lease agreement with tenants (the “**Tenants**”) to lease the Condo for twelve months, beginning October 1, 2024 (the “**Lease**”).
- [18] On September 16, 2024, Ms. Halbgewachs signed on the witness line of the Lease.
- [19] On September 23, 2024, the Lease was signed by Employee B on the “Broker/Agent Section” portion.
- [20] Employee B is employed by GoodDoors.
- [21] Employee B is not a registrant.
- [22] Ms. Halbgewachs is the only actual registrant at GoodDoors.

[23] On May 21, 2025, Ms. Halbgewachs stated to Commission staff that Employee B is a property manager with GoodDoors and her core responsibilities include:

- Serving as the main point of contact for property owners,
- Oversight of tenant accounts, including rent collection and arrears follow-up,
- Submitting ORT applications and documentation of behalf of owners,
- Managing lease renewals and coordinating notices to enter,
- Supervising non-licensed team members (including lease agents); and,
- Reviewing owner statements and assisting with financial inquiries.

[24] On May 30, 2025, Ms. Halbgewachs stated that Employee B serves as a lead support role within the property management team, but is not a licensed registrant and does not perform any activities that constitute trading in real estate under the Act as her responsibilities include:

- Coordinating inspections and scheduling maintenance work,
- Communicating logistical updates to owners and tenants using broker-approved messaging; and,
- Assisting with documentation, reporting and administrative follow-ups through GoodDoors system.

[25] Commission staff contacted Ms. Halbgewachs for clarification on the two seemingly contradictory e-mails regarding Employee B's duties at GoodDoors.

[26] On April 16, 2026, Ms. Halbgewachs stated the following:

Thank you for your email and the opportunity to clarify.

I acknowledge that my previous responses dated May 21, 2025, and May 30, 2025, were inconsistent in how I described [Employee B's] role. I appreciate the chance to address this directly.

[Employee B's] Role

[Employee B] holds the position of Lead support within GoodDoors. She is not a licensed registrant and does not perform any activities that constitute trading in real estate under the Act.

Her day-to-day responsibilities are administrative and coordination based:

- *Coordinating inspection schedules and maintenance work orders*
- *Communicating logistical updates to owners and tenants using broker approved messaging through our CRM*
- *Assisting with documentation, record keeping, and internal file management*

- *Supporting me with tenant file administration and follow ups*

What Happened with the May 21 Response

When I prepared my May 21 response, I was describing the full scope of services we provide to the property owner on that transaction. In doing so, I mistakenly listed brokerage functions that I perform as broker as though they were [Employee B's] individual responsibilities. That was a framing error on my part.

I recognized this and corrected it in my May 30 response, which accurately reflects [Employee B's] specific role and limitations. That correction was made on my own initiative before the Commission raised the discrepancy.

To be clear: at no point has [Employee B] performed any activity that constitutes property management as defined in the Act, or any other activity that requires registration.

How I Supervise Support Staff

As broker, I maintain direct oversight of all team members including [Employee B]. We have written internal policies that define the boundaries between what licensed and unlicensed team members can and cannot do. All client facing communication goes through our centralized CRM system where I can review it. [Employee B] works from broker approved templates and does not independently initiate communication with owners or tenants on matters related to their tenancy or lease.

I take my supervisory obligations seriously and am confident that GoodDoors operates in compliance with the Act, the regulations, and the Commission's Bylaws.

- [27] When contacted by Commission staff inquiring about why two non-registrants had executed agreements on behalf of GoodDoors, Ms. Halbgewachs responded as follows:

...

[Employee A], who manages owner-side onboarding and sales for the brokerage, executed the Manager-block signature line on July 31, 2024 to [initiate] the agreement and route it to the owner for acceptance.

[Owner A], the owner, signed the Owner block on August 6, 2024.

Ms. Sarah Halbgewachs, the licensed broker, reviewed the agreement and signed in the final brokerage-side signature line on August 8, 2024. The DocuSign

Certificate of Completion (attached) records Ms. Halbgewachs' role on this envelope as Signer.

Ms. Halbgewachs' signature is the operative brokerage authorization on each Owner Agreement at this brokerage. Every Property Management Owner Agreement at GoodDoors Property Management [follows] this same sequence: the licensed broker reviews and signs as the last brokerage-side signatory before the file is treated as a managed property internally. [Employee A's] role on Owner Agreements is limited to owner-side onboarding and sales execution under the supervision of the licensed broker.

...

Ms. Sarah Halbgewachs, the licensed broker, reviewed and signed the lease on September 16, 2024 at 22:23 UTC.

[Employee B], who provides internal support to the brokerage, signed the Broker/Agent Signature line on September 23, 2024 at 16:12 UTC, after the licensed broker's review and signature.

The brokerage's decision to enter into this lease was made by the licensed broker, evidenced by Ms. Halbgewachs' review and signature on the lease six days before the Broker/Agent Signature line was executed. On this lease, the subsequent placement of [Employee B's] signature followed the licensed broker's approval and recorded the broker's prior decision; the negotiation or approval of the lease, within the meaning of section 2(r)(ii) of The Real Estate Act, was performed by the licensed broker.

- [28] Throughout the course of the investigation, Owner A ceased responding to Commission staff.
- [29] On October 1, 2025, Commission Staff sent an e-mail to Owner A as follows:
- Good afternoon,*
- We write in response of your complaint you filed with our office and further to our previous requests for information of May 20, 2025, and September 11, 2025, to which we have not had a reply. Your response is required in order to keep this investigation moving.*
- Please be advised that unless we receive a satisfactory reply from you on or before October 11, 2025, we may cease our investigation and conclude this matter.*
- [30] To date, the Commission has received no response from Owner A.
- [31] Pursuant to Bylaw 617(a), property management agreements must contain the name and address of the landlord.

- [32] The Agreement did not contain the address of Owner A.
- [33] Pursuant to Bylaw 617(b), property management agreements must contain the legal description of the property to be managed.
- [34] The Agreement did not contain a legal description for the Condo. This is a breach of Bylaw 617(b).
- [35] In November of 2023, a warning was issued by the Commission to Ms. Halbgewachs and her former brokerage that all property management agreements must include legal description of the property to be managed pursuant to Bylaw 617(b), and to remind her both of the importance of ensuring all agreements are properly dated and carefully drafted to contain all information required to comply with the legislation.
- [36] One of the circumstances that led to this warning was a witness signing a property management agreement several days before it was executed by the owner and the brokerage representative.
- [37] Bylaw 712(c) requires a broker to ensure that the brokerage utilizes only registered personnel to perform the duties of registrants on behalf of the brokerage.
- [38] Ms. Halbgewachs' belief was that as she signed the Agreement after Owner A and Employee A had both signed, she was the final one to sign the Agreement, her signature is the operative brokerage authorization.
- [39] The Investigation Committee disagrees.
- [40] A plain reading of the Agreement indicates that Ms. Halbgewachs signed only as a witness to Employee A's signature. Ms. Halbgewachs' signature is specifically in the "Witness" spot of the signing page.
- [41] By the time Ms. Halbgewachs added her witness signature, the agreement had already been entered into by GoodDoors and Owner A and was, on its face, a binding contract. There was nothing in the Agreement to indicate that it was subject to final review and approval by Ms. Halbgewachs as broker.
- [42] Employee A is the one who executed the Agreement on behalf of GoodDoors.
- [43] As Employee A is a non-registrant, him executing the Agreement on behalf of GoodDoors was a breach of the legislation.
- [44] This was the first breach of the legislation on this situation.
- [45] The second involves Employee B.

- [46] Ms. Halbgewachs stated to Commission staff that: “at no point has [Employee B] performed any activity that constitutes property management as defined in the Act, or any other activity that requires registration.” However, Employee B is the one who executed the Lease with the Tenants on behalf of GoodDoors.
- [47] Ms. Halbgewachs reviewed and signed the Lease prior to Employee B signing on the Broker/Agent signature line. However, as with the Agreement, Ms. Halbgewachs signed on the “Witness” signature line.
- [48] Again, a plain reading of the Lease indicates that Employee B signed on behalf of GoodDoors, with Ms. Halbgewachs signing as witness to Employee B’s signature.
- [49] Ms. Halbgewachs signed as a witness prior to Employee B signing meaning that Ms. Halbgewachs did not, in fact, witness Employee B’s signature.
- [50] As Employee B is a non-registrant, her executing the Lease on behalf of GoodDoors was a breach of the legislation.
- [51] On both the Agreement and the Lease, Ms. Halbgewachs signed on the witness line.
- [52] Ms. Halbgewachs twice failed to ensure that GoodDoors utilized only registered personnel to perform duties of registrants on behalf of the brokerage. In so doing, Ms. Halbgewachs breached Bylaw 712(c) on two separate occasions.
- [53] Ms. Halbgewachs has previously received a practice recommendation from the Commission regarding the importance of clear communication to avoid miscommunications as much as possible.

REASONS:

- [54] The Investigation Committee and Ms. Halbgewachs considered the following as relevant in agreeing to the within consent order:

Mitigating Factors

- [55] Ms. Halbgewachs has no previous sanction history.
- [56] Ms. Halbgewachs has been cooperative with the investigation.
- [57] Ms. Halbgewachs acknowledged her errors.
- [58] GoodDoors has since reviewed and strengthened its onboarding and document review procedures including ensuring that the operative brokerage signature on each agreement is executed by the licensed broker.

Aggravating Factors

- [59] Ms. Halbgewachs has been registered as a broker since November of 2020 and as the people responsible for the supervision of registrants, brokers are held to a higher standard than other registrants.

Prior Decisions & Other Considerations

- [60] 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.

- [61] 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.

- [62] It is required in the province of Saskatchewan, as in all other provinces, that individuals become registered with the Commission prior to trading in real estate. Ms. Halbgewachs undermined this requirement by allowing two unregistered employees to trade in real estate on behalf of the brokerage by signing two separate agreements on behalf of the brokerage.

- [63] The legislation has specific requirements for all property management agreements. These requirements are in place to achieve the Commission’s legislative mandate of protecting the public. Failure to abide by these requirements risks consumer harm and is unacceptable.

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

- [64] As the broker of GoodDoors, Ms. Halbgewachs is responsible for ensuring that the brokerage’s business is carried on in compliance with the legislation.

- [65] Ms. Halbgewachs was the only registrant involved in the breaches.
3. *Whether the offending member suffered or gained as a result of the breaches.*
- [66] There is no evidence that Ms. Halbgewachs or her brokerage suffered or gained as a result of the breaches.
4. *The impact of the breaches on complainants or others.*
- [67] Ms. Halbgewachs' conduct resulted in unnecessary stress and delay for the complainant with regards to GoodDoors management of his property.
- [68] On two separate occasions, an unregistered individual entered into an agreement with individuals on behalf of the brokerage. This put both the complainant and his property at risk.
- [69] Further, the property management agreement prepared by GoodDoors failed to include information required by the legislation to be present in all property management agreements.
5. *The need for specific deterrence to protect the public.*
- [70] Ms. Halbgewachs must be reminded of the importance of ensuring that only registered personnel trades in real estate on behalf of the brokerage. Brokers are held to a higher standard of conduct as they play a vital role in protecting the public.
- [71] Ms. Halbgewachs must be further reminded of the importance of ensuring all property management agreements are drafted in compliance with the legislation.
6. *The need for general deterrence to protect the public.*
- [72] All brokers must be made aware of the importance of their supervisory roles in regard to all brokerage staff, including ensuring that their employees are carrying on business in compliance with the legislation.
- [73] All registrants must be reminded of the importance of ensuring that all property management agreements are drafted in compliance with the legislation.
7. *The need to maintain the public's confidence in the integrity of the profession.*
- [74] Members of the public must be confident that the representatives of a brokerage who are handling their transactions are properly educated and qualified to trade in real estate.
- [75] Members of the public must also be reassured that the trust they place in registrants to draft documents is not misplaced and that they can properly rely on registrants to draft documents that meet all legislative requirements.
8. *The degree to which the breaches are regarded as being outside the range of acceptable conduct.*
- [76] Ms. Halbgewachs' 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 GoodDoors' breach of 617?

- [77] There are three previous Hearing Committee decisions dealing with breaches of Bylaw 617 which offer some guidance for determining an appropriate sanction for the breaches in this case. However, it is important to note that each of the below decisions pre-dates significant legislative amendments that occurred in May of 2020. The impact of these legislative changes will be further explored below.
- [78] In *Imperial Properties Corp. (Re)*, [2019 SKREC 38](#) (file #2019-01A) ("*Imperial Properties*"), Imperial was issued an order of reprimand and a \$1,250 fine for breaching Bylaw 617. Imperial utilized a property management agreement that did not include:
- include the legal description of the property to be managed;
 - indicate when the management fee was to be paid;
 - specify the conditions on which the brokerage holds fund in trust;
 - include authorization for the brokerage to transfer funds out of trust once the conditions of trust have been met; or
 - include a disclaimer stating that no claim can be made under the REAF once funds have been removed from trust.
- [79] Imperial was co-operative with the investigation.
- [80] There were no aggravating factors.
- [81] Ms. Halbgewachs' breaches are more serious than those in *Imperial Properties* as she has previously received a formal warning from the Commission on this specific issue.
- [82] In *Wilson (Re)*, [2019 SKREC 11](#) (file #2017-17) ("*Wilson*"), Mr. Wilson was issued an order of reprimand and a \$750 fine for breaching Bylaw 617.
- [83] Mr. Wilson is the broker for a property management brokerage. The Owner signed a property management agreement with the brokerage whereby the brokerage would provide management services with respect to the Property. The space on the first page of the agreement in which the legal description of the Property was to be noted was not filled in.
- [84] Mr. Wilson had no previous sanction history and was co-operative with the investigation.
- [85] Mr. Wilson was registered as a broker. As the people responsible for ensuring that the registrants and employees under their supervision are complying with the legislation, brokers are held to a higher standard of conduct.

- [86] Ms. Halbgewachs' breaches are more serious than that of the registrant in *Wilson*. While both registrants were brokers, Ms. Halbgewachs has previously been warned specifically about this type of conduct by the Commission.
- [87] In *Hogan (Re)*, [2013 SKREC 3](#) (file #2012-46) ("*Hogan*"), Mr. Hogan was issued a letter of reprimand, \$1,500 fine and required to pay \$1,150 in hearing costs for breaching Bylaw 617.
- [88] There were three mandatory elements missing from a Property Management Agreement. These included the conditions on which the brokerage must hold funds in trust, the authorization of the landlord to transfer trust funds upon the trust conditions being met to an operating account and a disclaimer indicating that once funds were removed from the property management trust account, they were no longer covered under The Real Estate Act and no claim could be made against the real estate assurance fund upon the funds being removed.
- [89] The rents collected were deposited into an account set up by DTZ Barnicke Regina Ltd. The account was "In Trust For" the Corporation but it was not a property management trust account as defined under The Real Estate Act. The only signing officers for this bank account were DTZ Barnicke Regina Ltd.'s employees. The bank account was never registered with the Saskatchewan Real Estate Commission as a property management trust account.
- [90] The Hearing Committee considered as mitigating factors Mr. Hogan's lack of previous sanction history, that he was co-operative with the investigation, and that no harm was done as a result of the breaches.
- [91] In May of 2020, the provincial legislature amended s. 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.
- [92] While it is acknowledged that the authorities cited all had much lower penalties, an important part of the determination of an appropriate sanction for the breach of Bylaw 617 is acknowledging the critical statutory shift that occurred with the May 2020 legislative amendments to The Real Estate Act. This fundamentally altered the Commission's disciplinary framework and significantly increased the maximum allowable penalties for registrant conduct. Precedents like *Imperial Properties Corp.*, *Wilson* and *Hogan*, reflect an outdated regulatory environment. As such, the historical fine range of \$750 to \$1,500 for a breach of Bylaw 617 no longer serves as an appropriate baseline for current breaches. At the time those decisions were

rendered, the statutory maximum for a single breach was \$5,000. In that context, a \$1,500 fine represented a significant and substantial 30% of the maximum fine.

- [93] Following the 2020 amendments, the legislature increased the maximum penalty to \$25,000 per breach. To achieve the same proportional deterrence and regulatory effect today, a fine must reflect the modernized scale. A \$1,500 fine under the current framework amounts to a mere 6% of the maximum penalty, which is entirely unacceptable and fails to satisfy the principle of progressive discipline.
- [94] In consideration of all matters outlined above, including the May, 2020 legislative changes and the ramifications of same, a letter of reprimand and a fine of \$3,000 are appropriate sanctions for GoodDoors' breaches of Bylaw 617.
- [95] The sanction noted above is conditional on Ms. Halbgewachs' purchase and completion of the following two relevant CPD courses from the Commission's education provider, UBC Sauder School of Business:
 - a. 2018-2019 CPD1M3 – A Refresher on Residential Tenancies; and,
 - b. 2019-2020 CPD3M3 – Bylaw 712 and Succession Planning.

B. What is an appropriate sanction for GoodDoors' breaches of Bylaw 712(c)?

- [96] There are six previous Hearing Committee decisions dealing with breaches of Bylaw 712(c). The following three decisions are the most applicable to the present case.
- [97] In *Richard (Re)*, [2026 SKREC 2](#) (file #2024-111) ("*Richard*"), Mr. Richard was issued an order of reprimand and a \$5,000 fine for breaching Bylaw 712(c) for failing to ensure that the brokerage utilized only personnel registered with the brokerage to perform duties of registrants on behalf of the brokerage. Mr. Richard also received an order of reprimand and a \$3,000 fine for breaching Bylaw 702. There were a number of mitigating factors, including Mr. Richard's lack of previous sanction history, his co-operation with the investigation, and the fact that he had only been registered for less than two years at the time the complaint was filed.
- [98] Mr. Richard is registered as the broker of Silverleaf Property Ltd. ("Silverleaf"), which had previously been registered under the name Elite Property Management Ltd. ("Elite"). In 2020, Elite and the Owner signed a Property Management Agreement which provided that Elite was the sole and exclusive leasing and management agent of the Property. In May of 2024, Elite entered into a lease agreement with Lessor A for the Property, and the individual who signed the Lease on behalf of Elite was Employee A. Employee A was not, and never had been, registered with the Commission to trade in real estate.
- [99] After discovering that Employee A was trading in real estate without being registered with the Commission, Commission staff obtained and reviewed lease

agreements for other properties to determine whether other unregistered individuals were trading in real estate on behalf of the brokerage.

- [100] In July of 2024, Elite entered into a lease agreement for Property B. The individual who signed this lease agreement on behalf of Elite was Employee B. In August of 2024, Elite entered into a lease agreement for Property C. Employee B also signed this lease agreement on behalf of Elite. Employee B was not, and never had been, registered with the Commission to trade in real estate.
- [101] The Hearing Committee noted as mitigating factors that Mr. Richard had no previous sanction history, was co-operative with the investigation and had only been registered since March of 2023 at the time of the breach.
- [102] As an aggravating factor, the Hearing Committee noted that Mr. Richard had been registered as a broker since June of 2023 and as the people responsible for the supervision of registrants, brokers are held to a higher standard of conduct.
- [103] Ms. Halbgewachs' conduct is similarly serious to that of Mr. Richard as in *Richard* the misconduct included non-registrants acting on behalf of the brokerage on at least three separate occasions. In the present case, non-registrants only acted on behalf of the brokerage twice. However, Ms. Halbgewachs has been registered as a broker for much longer than Mr. Richard had been at the time of his breaches, which the Hearing Committee noted as mitigating factor in Richard. This mitigating factor is not present in the case at hand.
- [104] In *Davidson (Re)*, [2025 SKREC 4](#) (file #2024-86) ("*Davidson*"), Ms. Davidson was issued an order of reprimand and \$5,000 fine for breaching Bylaw 712(c) for failing to ensure that the brokerage utilized only personnel registered with the brokerage to perform duties of registrants on behalf of the brokerage. While the significant nature of this breach would typically call for a higher sanction amount, the extenuating circumstances surrounding Ms. Davidson's breach, along with other mitigating factors, warranted a reduced penalty.
- [105] Ms. Davidson was previously registered as an associate broker with Brokerage 1 when the broker and part owner, Registrant A, ended his partnership with Registrant B and made plans to close Brokerage 1 and open a new brokerage, Royal LePage Next Level ("**Next Level**"). Registrant A approached Ms. Davidson about his intention to close Brokerage 1 and transfer the registrants from Brokerage 1 to Next Level. Ms. Davidson agreed to be the broker of Next Level until Registrant A met the closing requirements for Brokerage 1 and transferred to Next Level.
- [106] Delays by Registrant 1 in meeting the closing requirements for Brokerage 1 prevented the quick move they had expected. While still registered as the broker for Brokerage 1, Registrant A entered into two listing agreements on behalf of Next Level, and was advertised on the Next Level website as a listing agent and the broker of Next Level on three separate properties. Ms. Davidson did not review the

two listings Registrant A entered into on behalf of Next Level as the planned transition of Registrant A moving to Next Level was still in progress.

- [107] Ms. Davidson was co-operative with the investigation, and acted to correct the advertising issues. Ms. Davidson had no previous sanction history.
- [108] Ms. Davidson is a broker, and as the people responsible for supervising registrants, and the brokerage as a whole, brokers must be held to a high standard.
- [109] Ms. Halbgewachs' conduct is similarly serious to that of the registrant in *Davidson*. In *Davidson*, Ms. Davidson's registration as a broker was meant to be temporary and the circumstances created a unique and difficult situation. While these extenuating circumstances are not present in Ms. Halbgewachs' case, there are additional, though less significant, mitigating factors at play. Further, while Ms. Davidson failed to review multiple listing agreements entered into by her brokerage, Ms. Halbgewachs maintains that she did review and sign the agreements prior to their execution. However, she signed on the witness line and not the broker line.
- [110] Though Ms. Halbgewachs characterizes her misconduct as "accidental" transpositions of signatures, it is a plain reading of a document that dictates its legal effect, not a retroactive intent of the signatories.
- [111] By placing her signature on the witness line, the face of the contracts explicitly indicates that on two separate occasions, a non-registrant entered into a binding agreement on behalf of GoodDoors.
- [112] Ms. Halbgewachs attempt to downplay the severity of her misconduct does not negate the fact that this is a serious breach and a failure to properly review and execute a critical legal contract. It is not a mere administrative technicality.
- [113] In *Kotlar*, [2020 SKREC 3](#) (file #2015-34) ("*Kotlar*"), Mr. Kotlar was issued an order of reprimand and a \$1,500 fine.
- [114] Mr. Kotlar employed two unregistered individuals as assistants. Assistant A was not, and had never been, registered with the Commission to trade in real estate. Assistant A assisted Mr. Kotlar in representing the buyers of a property because the buyers had a poor command of the English language. However, the bulk of correspondence with the buyer clients and with the listing agent appeared to come from Assistant A and Assistant A witnessed the buyers' signatures on virtually all of the transaction documents.
- [115] Assistant B had been a registrant and was in the process of completing her education courses to become registered once again. Mr. Kotlar allowed Assistant B to show a property to clients when he was unavailable. An offer to purchase naming Mr. Kotlar as the registrant representing the buyer was written. Assistant

B signed as witness to the buyer's signature and corresponded with the listing agent about the offer. Mr. Kotlar was not aware of this offer.

- [116] Mr. Kotlar was cooperative with the investigation and is no longer registered as a broker. Mr. Kotlar was dealing with challenging personal circumstances at the time of his breach of the legislation that drew his focus away from the management of his files and brokerage.
- [117] Ms. Halbgewachs' conduct is more serious than the registrant in *Kotlar*. In *Kotlar*, there were personal circumstances that pulled Mr. Kotlar's focus from the management of his brokerage. In the present case, no evidence of personal circumstances has been provided to justify Ms. Halbgewachs' failure to ensure that only registered personnel traded in real estate on behalf of the brokerage. Further, Ms. Halbgewachs remains an active broker supervising other registrants.
- [118] In *Imperial Properties Corp. (Re)*, [2019 SKREC 38](#) (file #2019-01A) ("*Imperial*"), Imperial Properties Corp. ("*Imperial*") was issued an order of reprimand and a \$1,250 fine.
- [119] Imperial permitted an unregistered employee of the brokerage to sign Property Management Agreements on behalf of the brokerage. Unregistered employees of the brokerage handled the management of several properties in Regina. When a landlord contacted the broker to complain about the level of service received from the unregistered employees, the broker responded to advise that he was no longer involved in the management of the Regina portfolio.
- [120] Imperial was also charged with violating Bylaw 617 and received a separate fine of \$1,250 for that violation.
- [121] In the present case, Ms. Halbgewachs' conduct is equally as serious to the conduct in *Imperial*. Unregistered employees of the brokerage entered into agreements with owners and tenants on behalf of the brokerage on at least two separate occasions. Despite the similarity in the misconduct between these two cases, a significantly higher fine is necessary in Ms. Halbgewachs case given the current modernized scale of fines following the May 2020 legislative changes.
- [122] In consideration of all matters outlined above a letter of reprimand and a fine of \$5,000.00 are appropriate sanctions for Ms. Halbgewachs' breaches of Bylaw 712(c).

CONSENT ORDER:

- [123] In accordance with *The Real Estate Act*, its Regulations, and the Commission Bylaws, and with the consent of Ms. Halbgewachs on behalf of GoodDoors, and the Investigation Committee of the Saskatchewan Real Estate Commission, the Hearing Committee hereby orders:

- [124] With respect to Count 1, the charge of professional misconduct contrary to section 39(1)(c) of *The Real Estate Act* for breach of Bylaw 617:
- a. GoodDoors Property Management shall receive an order of reprimand for the violation of Bylaw 617;
 - b. GoodDoors Property Management shall, within 6 months of the date of this order, pay to the Saskatchewan Real Estate Commission a \$3,000 fine for the said violation of the *Act*;
 - c. Ms. Halbgewachs, as broker of GoodDoors Property Management, shall, within 6 months of the date of this order, purchase and complete the following two continuing professional development courses from the UBC Sauder School of Business:
 - (i) 2018-2019 CPD1M3 – A Refresher on Residential Tenancies; and,
 - (ii) 2019-2020 CPD3M3 – Bylaw 712 and Succession Planning.
 - d. GoodDoors Property Management's registration shall be terminated if Ms. Halbgewachs fails to make payment and complete the necessary courses as set out above.
- [125] With respect to Count 2, the charge of professional misconduct contrary to section 39(1)(c) of *The Real Estate Act* for breach of Bylaw 712(c):
- a. GoodDoors Property Management shall receive an order of reprimand for the violation of Bylaw 712(c);
 - b. GoodDoors Property Management shall, within 6 months of the date of this order, pay to the Saskatchewan Real Estate Commission a \$5,000 fine for the said violation of the *Act*; and
 - c. GoodDoors Property Management's registration shall be terminated if Ms. Halbgewachs fails to make payment as set out above.

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

Dated at Saskatoon, Saskatchewan, this 25th day of September, 2026.

Christopher Boychuk
Hearing Committee Chairperson