

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

Lissel (Re), 2026 SKREC 15

Date: September 24, 2026
Commission File: 2025-52

**IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF ROBERT LISSEL**

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* (the “**Act**”), Mr. Lissel breached Bylaw 714 by failing to take reasonable steps to discover facts pertaining to a property for which he accepted an agency agreement.

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 714 states:

“A registrant shall take reasonable steps to discover facts pertaining to every property for which the registrant accepts an agency agreement that a prudent registrant would take in order to fulfil the obligation to avoid error, misrepresentation or concealment of pertinent facts.”

FACTS:

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

[5] Mr. Lissel was continuously registered as a salesperson under the provisions of the Act in the Province of Saskatchewan with the Saskatchewan Real Estate Commission between the period of March 14, 2005, and March 31, 2007, and again between the period of April 5, 2007, and February 12, 2014.

[6] Mr. Lissel has been continuously registered as a salesperson under the provisions of the Act in the Province of Saskatchewan with the Saskatchewan Real Estate Commission since June 16, 2014.

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

- Real Estate as a Professional Career;
- Residential Real Estate as a Professional Career;
- Principles of Real Property Law; and
- Principles of Real Estate Appraisal.

[8] Mr. Lissel has completed the continuing professional development seminars each registration year since 2004-2005.

[9] Mr. Lissel is presently registered under the provisions of the Act as a Salesperson with TTKC Management Inc. O/A Sutton Group – Results Realty.

[10] Buyer A, the public complainant, is one of the buyers of a property in the Rural Municipality of McKillop, Saskatchewan (the “**Property**”).

[11] Mr. Lissel acted in limited dual agency for the seller and for the buyers, Buyer A and his spouse, Buyer B, for the purchase and sale of the Property.

[12] The seller was Mr. Lissel’s brother (the “**Seller**”).

[13] On August 2, 2018, the Property was initially listed for sale on the MLS®.

- [14] The listing expired on July 2, 2019.
- [15] On July 3, 2019, the Property was re-listed for sale.
- [16] The listing was set to expire on June 3, 2020 but an amendment was signed by the Seller on May 26, 2020 to amend the expiration date to July 1, 2020.
- [17] Both listings note the property type as "Lot/Land".
- [18] Both listings stated that there was power to the house.
- [19] In the "Service to Prop Comments", both listings stated: "GAS TO EDGE OF PROPERTY".
- [20] The information which Mr. Lissel put in the listings was obtained from the Seller when they went through the listing documents together.
- [21] Mr. Lissel went over the listing documents with the Seller twice as he had done it when the Seller initially listed the Property and then again when the Seller re-listed it.
- [22] On both occasions when going through the listing documentation, the Seller provided Mr. Lissel with the same information.
- [23] Mr. Lissel did not take any steps to independently verify the information provided to him by the Seller, his brother, regarding the location of the nearest gas line.
- [24] The Seller had owned the Property for well over fifteen years.
- [25] On June 11, 2020, Buyer A and Buyer B made an offer to purchase the Property which was accepted the next day by the Seller.
- [26] The offer was subject only to mortgage approval on or before June 23, 2020.
- [27] The Residential Contract of Purchase and Sale noted specifically under section 6.2: "2 tarp covered storage sheds, other out buildings and old farm house in as is condition as viewed! Property as sold as is with no warranty express or implied! As is! Lot/land".
- [28] On June 11, 2020, Buyer A and Buyer B declined all ancillary services.
- [29] On June 11, 2020, Buyer A and Buyer B signed a Disclosure of Interest in Trade form provided by Mr. Lissel which noted that Mr. Lissel was providing services to his brother, the Seller.

- [30] On June 11, 2020, Buyer A and Buyer B signed a Limited Dual Agency Acknowledgment Form acknowledging that Mr. Lissel was representing them and the Seller.
- [31] On June 23, 2020, an amendment was executed between the parties extending the condition removal deadline to June 29, 2020.
- [32] On June 29, 2020, conditions were removed. The “Notice to Remove Condition(S) On Residential Contract of Purchase and Sale” specifically noted: “All Conditions have now been Removed ! (Buyers are fully satisfied by ALL Conditions) . As is!”

Ancillary Services

- [33] On June 11, 2020 at 6:20 p.m., Buyer A and Buyer B completed an Ancillary Services in the Purchase of Residential Real Estate form where they initialed next to item #10 REAL PROPERTY REPORT/SURVEYORS CERTIFICATE.
- [34] On June 11, 2020 at 10 p.m., Buyer A and Buyer B completed a second Ancillary Services in the Purchase of Residential Real Estate form where no inspections were requested and they initialed the box which states: “The Buyer’s Brokerage has explained the potential implications of not completing any of the above inspections or reports and the Buyer has chosen to decline them.”
- [35] Mr. Lissel explained to Buyer A and Buyer B that the seller did not have a surveyor’s certificate and on the listing documents that the seller signed, it was stated that there was not one available. There was no need to initial for something that was not available.
- [36] Mr. Lissel talked with Buyer A and Buyer B about the ancillary services.
- [37] The Property was listed as lot/land, the buildings, sheds, etc. that were mostly used for storage and not livable, there was no other ancillary services required, which was agreed on, so the buyers needed to initial at the bottom, not requiring any services, which coincides with the offer to purchase that the only condition was financing.

Issues After Possession

i. Electricity

- [38] Buyer A and Buyer B took possession of the Property on July 9, 2020.
- [39] Buyer A then advised Mr. Lissel that power to the Property had been cut off and SaskPower had disconnected the service and required a new power drop.

- [40] In addition to the Seller telling Mr. Lissel there was power to the Property both times he listed it for sale, Mr. Lissel saw for himself that there was power as his brother, the Seller, had a power saw plugged into the side of the old farm house and was using it the second time Mr. Lissel went out to the Property to prepare to re-list it.
- [41] Buyer A contacted me regarding the electricity issue.
- [42] Buyer A arranged for an outdoor panel with some outlets to be installed.
- [43] This rectified the power issue.
- [44] The Seller covered the cost of a new power meter and box stand relocate in the yard of the Property.

iii. Gas Line

- [45] In 2025, Buyer A requested an estimate from SaskEnergy for a gas line for a potential build and the nearest gas line was actually about a mile away and would cost them \$46,000 to \$99,000 depending on the time of year.

ii. Formerly on Title

- [46] Mr. Lissel was formerly a part owner of the Property with his brother and father approximately 30 years ago and his name was removed around 25 years ago.
- [47] Mr. Lissel never had anything to do with the Property itself, but his father wanted him and his brother to be named on title in case something happened to him.
- [48] Mr. Lissel's father let his brother take over the land and Mr. Lissel's name was removed as he had no interest in it.
- [49] Mr. Lissel's brother, the Seller, passed away in 2021.

REASONS:

- [50] The Investigation Committee and Mr. Lissel considered the following as relevant in agreeing to the within consent order:

Mitigating Factors

- [51] Mr. Lissel has no previous sanction history.
- [52] Mr. Lissel was cooperative in the investigation.

Aggravating Factors

[53] There are no aggravating factors.

Prior Decisions & Other Considerations

[54] 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.

[55] 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.

[56] Mr. Lissel listed a property for sale and relied on information provided to him by his seller client, who was also his brother, to prepare the listing. The listing stated that there was gas to the edge of the property. This turned out to be incorrect as the nearest gas line was later found by the buyers to be over a mile away. Mr. Lissel acted as a limited dual agent on the sale of the property to the buyers.

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

[57] Mr. Lissel was the sole registrant involved in the breaches

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

[58] There is nothing to show that Mr. Lissel suffered any loss or enjoyed any gain as a result of the breach.

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

- [59] The buyers are upset at the inaccurate information provided to them regarding the location of the nearest gas line and in fact significant cost to have gas brought onto the property.

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

- [60] Mr. Lissel must be reminded that it is a registrant's responsibility to verify all of the facts related to the property with which the registrant is dealing.

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

- [61] Registrants must be reminded that it is their responsibility to verify all facts related to the properties with which they are dealing.

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

- [62] Members of the public rely on registrants to provide accurate information about the properties they are buying and selling. Failing to take reasonable steps to verify the facts related to these properties jeopardizes the trust the public places on registrants and threatens the integrity of the profession.

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

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

9. The range of sanction in similar cases.

A. What is an appropriate sanction for Mr. Lissel's breach of Bylaw 714?

- [64] There are several previous decisions dealing with breaches of Bylaw 714. While none of them are factually identical to the case at hand, many of them do involved inaccurate information contained in a listing and/or provided to buyers.

- [65] In *Gartner (Re)*, [2024 SKREC 22](#) (file #2023-29) ("*Gartner*"), Mr. Gartner was issued an order of reprimand and a \$3,000 fine.

- [66] Mr. Gartner listed a property for sale and used measurements he had taken for the listing information. Mr. Gartner took measurements of the property with his seller client and relied on the information provided to him by his client, but did not confirm that the property lines were correct. The property size and property lines were readily available from the Saskatchewan Assessment Management Agency and the Information Services Corporation.

- [67] Mr. Gartner's failure to confirm the property lines and property size resulted in his listing the property as over 1000 square feet larger than it actually was.
- [68] Mr. Gartner had no previous sanction history and was cooperative with the investigation.
- [69] There were no aggravating factors present.
- [70] Mr. Lissel's breach is similarly as serious as that of the registrant in *Gartner*. Both registrants relied on information from other parties and took no steps to verify its accuracy. In Mr. Gartner's case, he relied on the information provided by his client regarding the property lines and in Mr. Lissel's he relied on the client's information regarding the gas line location. This resulted in incorrect and misleading information being given to buyers which ultimately resulted in very upset and disappointed buyers whose properties were less valuable than originally believed. Neither Mr. Gartner nor Mr. Lissel had prior sanction histories and both were co-operative with the investigation.
- [71] There are also previous cases dealing with breaches of Bylaw 714 in the context of a Limited Dual Agency.
- [72] In *Renneberg (Re)*, [2020 SKREC 4](#) (file #2019-36) ("*Renneberg*"), Mr. Renneberg was issued an order of reprimand and a \$1,500 fine for listing a property as being 1,060 square feet when it was found to be slightly less than 960 square feet.
- [73] Mr. Renneberg did not recall if he measured the property or what process was used to conduct the measurement. It is possible his co-listing agent measured the property.
- [74] While the property was listed by Mr. Renneberg, another registrant was interested in purchasing the property and arranged to view it. This other registrant began to doubt the square footage set out in the listing and took his own measurement which did not match the size in the listing. He contacted Mr. Renneberg about the discrepancy, but the statement of square footage remained the same in Mr. Renneberg's listing. Mr. Renneberg did not recall having received such a text message.
- [75] Buyers purchased the property and relisted it for sale again some years later. Their listing agent measured the property and determined it was approximately 100 square feet less than what was set out in Mr. Renneberg's listing.
- [76] Mr. Renneberg had no previous sanction history. The Commission noted as a mitigating factor that the coronavirus pandemic had had a significant and largely negative impact on the real estate market and on registrants' incomes generally.

- [77] Mr. Lissel's breach is similarly as serious to that of the registrant in *Renneberg*. Again, both registrants relied on information provided by third parties and took no steps to verify its accuracy. Their failure to take steps to verify the information resulted in inaccurate information being conveyed to members of the public.
- [78] In *Rusnak (Re)*, [2016 SKREC 6](#) (file #2011-14) ("*Rusnak*"), Ms. Rusnak was issued a letter of reprimand and ordered to pay a \$1,500 fine when she listed a property for sale stating that it was approximately 868 square feet, despite the fact that the Rate Payer Profile provided by SAMA listed the size of the property as 672 square feet.
- [79] The property sold in 2008. Three years later, the buyers approached another registrant to list the property for sale. The other registrant consulted the Profile for the property provided by SAMA and informed the buyers that the property was smaller than the size contained in the 2008 listing. The other registrant then measured the property and confirmed that it was 672 square feet.
- [80] Ms. Rusnak admitted her misconduct and signed a Statement of Facts and Admissions.
- [81] Ms. Rusnak had a prior sanction history for breach of a different bylaw where she also made inaccurate statements about a property in a feature sheet.
- [82] Ms. Rusnak relied on information from other sources when stating the square footage of the property on the MLS® Data input form, rather than taking a physical measurement of the property.
- [83] Mr. Lissel's breach is less serious than that of the registrant in *Rusnak* as Mr. Lissel has no prior sanction history.
- [84] In *Maduck (Re)*, [2014 SKREC 3](#) (file #2011-07 ("*Maduck*"), Mr. Maduck was issued a \$2,000 fine and an order of reprimand when he listed a commercial property for sale indicating that it was 5,040 square feet, but it was only actually 4,162 square feet.
- [85] When preparing the listing, Mr. Maduck consulted the City of Regina Tax Assessment and an old MLS® listing to determine the square footage.
- [86] Mr. Maduck had no sanction history, readily admitted his guilt, and was co-operative with the investigation.
- [87] The discrepancy in the square footage was significant.
- [88] The Commission stated that "it is not sufficient to rely on information from other sources, particularly when the physical measurements are easily obtained."

- [89] Mr. Lissel's breach is similarly as serious than that of the registrant in *Maduck* as both parties blindly relied on information from third parties without taking their own independent steps to verify its accuracy.
- [90] In *Doderai (Re)*, [2009 SKREC 20](#) (file #2009-17A) ("*Doderai*"), Mr. Doderai was issued a \$2,000 fine and a letter of reprimand when he did not physically measure the square footage of a property and instead relied on historical and incorrect information.
- [91] The Hearing Committee considered Mr. Doderai's lack of previous sanction history and the length of time he had been in the real estate industry.
- [92] The Hearing Committee also noted that a difference of 200 square feet is major, the situation was easy to remedy and the measurement of the exterior of the property was Mr. Doderai's responsibility yet he never took the time to do so.
- [93] The Hearing Committee noted that Mr. Doderai was co-operative with the investigation, that he admitted his mistake and that he had no intention to deceive the buyer or the seller. There was no evidence of quantum of loss.
- [94] Mr. Lissel's breach is similarly as serious as that of the registrant in *Doderai* as both parties failed to take steps to verify critical information in relation to properties for which they accepted agency agreements.
- [95] 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 from \$25,000 up to \$1000,000 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.
- [96] To achieve the same proportional deterrence and regulatory effect today, a fine must reflect the modernized scale. While it is acknowledged that some of the authorities cited above have seemingly much lower penalties than that sought in this sanction recommendation, an important part of the determination of an appropriate sanction for a breach 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 decided before this legislative amendment reflect an outdated regulatory environment and no longer serve as an appropriate baseline for current breaches.

[97] An order of reprimand and \$3,000 fine are appropriate sanctions for Mr. Lissel's breach of Bylaw 714.

[98] As Mr. Lissel has agreed to sign this consent order, there will be no order as to costs.

CONSENT ORDER:

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

[100] 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 714:

- a. Mr. Lissel shall receive an order of reprimand for the violation of Bylaw 714;
- b. Mr. Lissel 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 Real Estate Act*; and
- c. Mr. Lissel's registration shall be terminated if he fails to make payment as set out above.

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

Dated at Saskatoon, Saskatchewan, this 24th day of September, 2026.

Christopher Boychuk
Hearing Committee Chairperson