

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

Fortier (Re), 2026 SKREC 9

Date: July 28, 2026
Commission File: 2025-76

**IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF GUY FORTIER**

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

Jeffrey Reimer - Chairperson

Wayne Bernakevitch

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*, Mr. Fortier 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 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 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. Fortier’s Statement of Facts and Admissions, which includes the following relevant points:
- [5] Mr. Fortier 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 September 9, 2011 to June 30, 2022 and from July 5, 2022 to present.
- [6] Mr. Fortier 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.
- [7] Mr. Fortier has completed the continuing professional development seminars each registration year since 2011-2012.
- [8] Mr. Fortier is presently registered under the provisions of *The Real Estate Act* as a Salesperson with M Realty.
- [9] On May 15, 2025, Mr. Fortier listed for sale certain property (the “**Property**”).
- [10] In the MLS® listing for the Property prepared by Mr. Fortier (the “**Listing**”), the following was noted in the Public Remarks: “Detached garage will provide you with a triple capacity (25’ x 75’) bays.”
- [11] The Listing further stated under the property information section: “Garage Size: 75.0 x 25.0”.
- [12] The Listing indicated a purchase price of \$899,000.
- [13] The garage dimensions were obtained from conversations Mr. Fortier had with his seller client (the “**Seller**”), in which the size of the garage was repeated multiple times.

- [14] While Mr. Fortier intended to measure the garage to obtain exact dimensions, he was interrupted when the drone taking the listing photos began flying above where he needed to go to measure the garage. After this interruption, Mr. Fortier ultimately forgot to go back out to measure the garage.
- [15] In preparing the MLS® listing, all measurements of the Property including interior dimensions and exterior buildings were taken with the Seller's help. Garage measurements were not taken, and Mr. Fortier relied on the information provided by the Seller.
- [16] On May 15, 2024, without viewing the Property, Purchaser A and Purchaser B made an all-cash offer to purchase for the price of \$900,000, subject only to their review and approval of a Property Condition and Disclosure Statement, with an August 1, 2025 possession date (the "**Offer**"). Purchaser A states that the reason he did not view the Property was because they were out of town when it came up on the listing, but as the Property met all of their criteria, they were prepared to make an offer based on the accuracy of the public listing.
- [17] The Offer was accepted by the Seller, and the single condition was removed on May 16, 2025.
- [18] One of the selling features of the Property for Purchaser A and Purchaser B was the large garage as Purchaser A has a car collection.
- [19] On June 14th, Mr. Fortier was contacted by Purchaser A's agent and was asked to schedule a showing for June 16th or 17th. After speaking to the Seller, who was traveling back from holidays, the Seller indicated that he wanted Purchaser A and Purchaser B to wait until he returned on June 18th. This information was communicated to Purchaser A's agent. Later that day, Purchaser A's agent again asked if they could see the Property before Purchaser A left for holidays. After asking the Seller again, the Seller insisted that he wanted to be home before the showing took place. Purchaser A and Purchaser B ultimately saw the Property for the first time on July 7, 2025.
- [20] Purchaser A states that upon viewing the Property, it was determined that the garage was only actually 28 x 38 feet, being 811 square feet smaller than was stated in the Listing.
- [21] On July 8, 2025, Mr. Fortier was contacted regarding the garage measurement discrepancy.
- [22] Purchaser A and Purchaser B sought to have the purchase price reduced by \$25,000 to offset the garage size discrepancy.
- [23] Mr. Fortier had many discussions with the Seller regarding the need to rectify this error and compensate Purchaser A and Purchaser B.

- [24] Mr. Fortier made a concerted effort to negotiate a settlement between the parties to correct the situation and consulted a lawyer and insurer for assistance in navigating the situation.
- [25] Ultimately, the parties were unable to agree on a price reduction but chose to proceed with the transaction in any event as Purchaser A's house was sold.

REASONS:

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

Mitigating Factors

- [27] Mr. Fortier readily acknowledged his error and showed remorse.
- [28] Mr. Fortier has been registered since September 9, 2011 and has no previous sanction history.
- [29] Mr. Fortier was cooperative with the investigation.

Aggravating Factors

- [30] Mr. Fortier's breach resulted in consumer harm.
- [31] The discrepancy between the listing and the actual size of the garage was 811 square feet, which is significant.

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] Mr. Fortier listed the property for sale and used information provided by his seller client regarding the dimensions of the garage for the listing information. Mr. Fortier did not take measurements of the garage. Mr. Fortier's failure to confirm the size of the garage resulted in the listing stating that the garage was 25x75 when it was only actually 28x38, a discrepancy of 811 square feet.

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

[35] Mr. Fortier was the sole registrant involved in the breach.

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

[36] Mr. Fortier earned a commission from the sale of the Property. It is possible that the commission was higher, as a result of a higher purchase price, than it would have been had the correct square footage been included in the listing for the garage.

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

[37] The complainant is upset at the discrepancy in the garage size as he and his wife were specifically looking for a property with a large garage to house his car collection.

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

[38] Mr. Fortier 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 to avoid error and misrepresentation.

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

[39] Registrants must be reminded that it is their responsibility to verify all facts related to the properties with which they are dealing to avoid error and misrepresentation.

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

[40] 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 in 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.*

[41] Mr. Fortier'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. Fortier's breach of Bylaw 714?

[42] There are several previous decisions dealing with breaches of Bylaw 714. Six of these bear much factual similarity to Mr. Fortier's case.

i. *Gartner (Re)*, [2024 SKREC 22](#) (CanLII) (file #2023-29) ("*Gartner*")

[43] In *Gartner*, Mr. Gartner was issued an order of reprimand and a \$3,000 fine for listing a property for sale and using 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 independently 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.

[44] 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 was.

[45] Mr. Gartner had no previous sanction history and was cooperative with the investigation.

[46] There were no aggravating factors.

[47] Mr. Fortier's breach is slightly more serious as that of the registrant in *Gartner*. In *Gartner*, Mr. Gartner did measure the property but failed to independently confirm that the property lines were correct. In the present case, Mr. Fortier failed to measure the garage.

ii. *Lauf (Re)*, [2024 SKREC 18](#) (CanLII) (file #2022-21) ("*Lauf*")

[48] In *Lauf*, Ms. Lauf was issued an order of reprimand and a \$3,000 fine for listing a property as being 2754 square feet and 2860 square feet when in reality it was only 2400 square feet.

- [49] Ms. Lauf attempted to measure the property when she initially listed it for sale. The conditions under which Ms. Lauf took her measurements were difficult as it was wintertime.
- [50] Ms. Lauf had no previous sanction history and was co-operative with the investigation.
- [51] Mr. Fortier's breach is slightly more serious than that of the registrant in *Lauf*. Ms. Lauf attempted to take her own measurements but was incorrect. Mr. Fortier did not take measurements of the garage and relied solely on information received from the seller. However, Mr. Fortier did correctly measure and list the size of the home on the property and all other buildings.

iii. *Renneberg (Re)*, [2020 SKREC 4](#) (file #2019-36) ("*Renneberg*")

- [52] In *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.
- [53] 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.
- [54] 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.
- [55] 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.
- [56] 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.
- [57] Mr. Fortier's breach is similarly serious to that of the registrant in *Renneberg*. Both Mr. Renneberg and Mr. Fortier misrepresented the square footage in their listings, but Mr. Renneberg's measurements were incorrect by approximately 100 square feet whereas Mr. Fortier's measurements were incorrect by 811 square feet.

iv. *Rusnak (Re)*, [2016 SKREC 6](#) (file #2011-14) ("*Rusnak*")

- [58] In *Rusnak*, Ms. Rusnak was issued an order of reprimand and was 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.
- [59] 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.
- [60] Ms. Rusnak admitted her misconduct and signed a Statement of Facts and Admissions.
- [61] 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.
- [62] 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.
- [63] Mr. Fortier's breach is similarly serious to that of the registrant in *Rusnak*. Both Ms. Rusnak and Mr. Fortier failed to take a physical measurement and relied on incorrect information from other sources. However, Ms. Rusnak's measurements were incorrect by 196 square feet whereas Mr. Fortier's measurements were incorrect by 811 square feet.

v. *Maduck (Re)*, [2014 SKREC 3](#) (file #2011-07 ("*Maduck*")

- [64] In *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.
- [65] When preparing the listing, Mr. Maduck consulted the City of Regina Tax Assessment and an old MLS® listing to determine the square footage.
- [66] Mr. Maduck had no sanction history, readily admitted his guilt, and was co-operative with the investigation.
- [67] The discrepancy in the square footage was significant.
- [68] The Hearing Committee stated that "it is not sufficient to rely on information from other sources, particularly when the physical measurements are easily obtained."

[69] Mr. Fortier's breach is similarly serious to that of the registrant in *Maduck*. Both Mr. Maduck and Mr. Fortier had no previous sanction history, readily admitted the error and were co-operative with the investigation. Mr. Maduck's measurements were incorrect by 878 square feet, and Mr. Fortier's measurements were incorrect by 811 square feet.

vi. *Doderai (Re)*, [2009 SKREC 20](#) (file #2009-17A) ("*Doderai*")

[70] In *Doderai*, Mr. Doderai was issued a \$2,000 fine and an order of reprimand when he did not physically measure the square footage of a property and instead relied on historical and incorrect information.

[71] 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.

[72] 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.

[73] The Hearing Committee noted that Mr. Doderai was co-operative with the investigation, he admitted his mistake and he had no intention to deceive the buyer or the seller. There was no evidence of quantum of loss.

[74] Mr. Fortier's breach is similarly serious to that of the registrant in *Doderai*. Both Mr. Fortier and Mr. Doderai did not measure the square footage and instead relied on incorrect information. However, Mr. Doderai did not physically measure the property whereas Mr. Fortier did take measurements of all other aspects of the property, just not the garage.

[75] 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.

[76] An order of reprimand and a \$3,000.00 fine are appropriate sanctions for Mr. Fortier's breach of Bylaw 714.

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

CONSENT ORDER:

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

[79] 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. Fortier shall receive an order of reprimand for the violation of Bylaw 714;
- b. Mr. Fortier shall, within 6 months of the date of this order, pay to the Saskatchewan Real Estate Commission a \$3,000.00 fine for the said violation of the *Act*; and
- c. Mr. Fortier's registration shall be terminated if he fails to make payment as set out above.

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

Dated at Regina, Saskatchewan, this 28th day of July, 2026.

Jeffrey Reimer
Hearing Committee Chairperson