DECISION OF
THE SASKATCHEWAN REAL ESTATE COMMISSION
AND CONSENT ORDER

Kirkwood *(Re),* 2026 SKREC 10

Date: July 28, 2026
Commission File: 2026-18

IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF LISA KIRKWOOD

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*, Ms. Kirkwood breached Commission Bylaw 702 by failing to protect and promote the interests of her client.

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 702 states:

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

FACTS:

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

[5] Ms. Kirkwood was continuously registered as a salesperson under the provisions of *The Real Estate Act* in the Province of Saskatchewan with the Saskatchewan Real Estate Commission from December 2, 2002, to June 30, 2005.

[6] Ms. Kirkwood has been continuously registered as a salesperson under the provisions of *The Real Estate Act* in the Province of Saskatchewan with the Saskatchewan Real Estate Commission since January 9, 2006.

[7] Ms. Kirkwood has taken the following real estate courses:
- Real Estate Practice in Sask. – Reciprocal Course;
- Principles of Mortgage Financing;
- Principles of Real Property Law;
- Principles of Real Estate Appraisal.

[8] Ms. Kirkwood has completed the continuing professional development seminars each registration year since 2002-2003.

[9] Ms. Kirkwood is presently registered under the provisions of *The Real Estate Act* as a salesperson with Re/Max Blue Chip Realty ("Re/Max").

[10] Registrant A, a salesperson registered with Brokerage A, was the listing agent for the Property.

[11] The sellers of the Property are Registrant A's brother and step-father.

[12] Ms. Kirkwood represented Buyer 1 in the purchase of the Property.

[13] On April 9, 2025, the sellers signed a Seller's MLS® Brokerage Contract with Brokerage A, listing the Property for $229,900 with Registrant A as the selling agent.

[14] On April 9, 2025, Registrant A signed a Disclosure of Interest in Trade form ("DIT"), giving notice that Registrant A was providing services relating to a trade in real estate to a family member, identifying the sellers as Registrant A's brother and step-father.

[15] The MLS® Listing stated in the Member Only Remarks, in part, as follows:

Listing agent related to sellers – disclosure of interest in supplements.

[16] Ms. Kirkwood knew Registrant A and Registrant A's step-father personally. As Ms. Kirkwood was personally aware of the relationship between Registrant A and one of the sellers, Ms. Kirkwood advised Buyer 1 of the relationship and the requirement for disclosure prior to writing an offer to purchase.

[17] Ms. Kirkwood did not review the Member Only Remarks or the DIT included in the supplements.

[18] On April 25, 2025, Buyer 1 made an offer to purchase the Property for $190,000 ("Offer 1").

[19] Offer 1 was not accepted by the sellers.

[20] On April 26, 2025, Buyer 1 made a new offer to purchase the Property for $200,000 ("Offer 2").

[21] On April 26, 2025, the sellers signed a counter offer to Offer 2, with a purchase price of $217,000 (the "Counter Offer").

[22] Buyer 1 did not accept the Counter Offer.

[23] On April 26, 2025, Buyer 1 made a new offer to purchase the Property for $210,000, subject to, among other things, a property inspection by a home inspector and the obtaining of a report satisfactory to the buyer, and stating under clause 6.2(c) "Hot Tub" in AS IS condition" (the "Final Offer").

[24] The Final Offer was accepted by the sellers that same day.

[25] On April 25, 2025, when Ms. Kirkwood presented Offer 1, Ms. Kirkwood did not include a signed copy of the DIT. Nor did Ms. Kirkwood provide a signed copy of the DIT on April 26, 2025, along with Offer 2 or the Final Offer.

[26] On May 8, 2025, an Amendment to Residential Contract of Purchase and Sale was signed by the buyers and sellers adding a second purchaser ("Buyer 2") and setting the possession date as May 20, 2025.

[27] On May 8, 2025, both buyers signed a Notice to Remove Conditions, removing all conditions.

[28] On May 9, 2025, Ms. Kirkwood received a text from Registrant A that Registrant A didn't have signatures for the DIT document which Registrant A just emailed to Ms. Kirkwood.

[29] Ms. Kirkwood responded to Registrant A stating it would take time to get it signed as the new buyer does not sign electronically.

[30] Ms. Kirkwood sent the document via Authentisign for electronic signing to both buyers, and they signed on May 12, 2025 and May 13, 2025 respectively.

[31] When the buyers received the DIT Buyer 1 had already paid a deposit, obtained a property inspection, obtained mortgage financing, removed conditions on the purchase and had an appointment with their lawyer scheduled.

[32] Buyer 1 felt that by the time they received the DIT it was far too late for them to consider it or to be of any impact.

[33] While the buyer raises concerns that the DIT was delivered to them at a point that it was too late to give any consideration to, Ms. Kirkwood did discuss the relationship with Buyer 1 and they were aware of the relationship from the time of the showing/prior to the offer process.

REASONS:

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

Mitigating Factors

[35] Ms. Kirkwood was co-operative with the investigation.

[36] Ms. Kirkwood has no previous sanction history.

Aggravating Factors

[37] There are no aggravating factors.

Prior Decisions & Other Considerations

[38] 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.

[39] 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.

[40] Ms. Kirkwood was personally aware of the relationship between the listing agent and the sellers. Ms. Kirkwood states that she advised her buyer client of the relationship and the requirement for disclosure prior to his first offer to purchase being sent.

Though Ms. Kirkwood fully understood that a Disclosure of Interest in Trade (the "DIT") form was required in this situation, she failed to address the lack of this form with the listing agent and failed to ensure the said form was provided to her client. This failure resulted in her client receiving the form at a point in the transaction that they felt they were not able to take it into consideration. The listing agent had, in fact, noted the relationship in the Member Only comments of the MLS® Listing and included the required DIT in the supplements.

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

[41] Further action is also being taken against the registrant who represented the sellers.

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

[42] There is no evidence to suggest that Ms. Kirkwood suffered any loses or enjoyed any gains as a result of the breach.

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

[43] Ms. Kirkwood's client, the complainant, stated that by the time they received the DIT, they had already paid a deposit for the purchase and could not properly consider the implications of the disclosure as they were too far into the transaction. They stated that they may have proceeded differently on the transaction had it been received when required.

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

[44] Ms. Kirkwood must be reminded that a registrant cannot be attuned to an issue that needs to be addressed on a transaction and simply leave it as someone else's responsibility.

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

[45] All registrants must be reminded that they cannot be attuned to an issue on a transaction that needs to be addressed and leave it as someone else's responsibility.

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

[46] Members of the public rely on registrants to provide accurate information about properties they are buying and selling and to represent their best interests. Failing to take the necessary steps to ensure clients are properly informed 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.

[47] Ms. Kirkwood'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. Kirkwood's breach of Bylaw 702?

[48] While there are many previous decisions pursuant to Bylaw 702, the following decisions are most factually relevant to the case at hand.

[49] In *Betteridge (Re)*, 2018 SKREC 8 (file #2014-65) ("*Betteridge*"), Ms. Betteridge received an order of reprimand and was ordered to pay a $2,500 fine.

[50] On September 19, 2014, the seller corporation listed the property for sale. Ms. Betteridge and her husband were the listing agents representing the seller. Ms. Betteridge's close family member was a director and shareholder of the seller corporation at the time.

[51] The buyer wrote an offer to purchase the property. Ms. Betteridge represented the buyer but did not provide the buyer with a completed Disclosure of Interested in Trade form with respect to the property.

[52] The seller corporation accepted the offer. The buyer was not sure about proceeding with the purchase of the property and kept changing his mind about what he wanted to do.

[53] In the meantime, the complainant wrote an offer to purchase the property. The complainant was represented by Registrant 1. Ms. Betteridge did not provide the

complainant with a completed Disclosure of Interest in Trade form with respect to the property.

[54] The seller corporation wrote a Counter Offer to the complainant that was not accepted.

[55] The complainant wrote a second offer to purchase the property. That same day, the buyer verbally advised Ms. Betteridge that he would not be proceeding with his purchase of the property.

[56] The seller corporation wrote a Counter Offer to the complainant that was accepted. The Counter Offer did not mention an existing accepted offer, nor was it made subject to the buyer's offer falling through.

[57] A few days later, the buyer signed a Notice to Remove Conditions. Ms. Betteridge sent a General Release for the complainant to sign to release Ms. Betteridge and the seller corporation for all actions, causes of action, and contracts, but the complainant did not sign it.

[58] Both the complainant and the buyer registered miscellaneous interests against title to the property. The property was ultimately sold to the buyer.

[59] Ms. Betteridge does not have a previous sanction history with the Commission and she signed a Statement of Fact and Admissions acknowledging her error. Registrant 1 was aware that Ms. Betteridge was related to a director and shareholder of the seller corporation.

[60] Mr. Kirkwood's breach is less serious than that of the registrant in *Betteridge*. Ms. Kirkwood did not herself have any interest in the property her client was purchasing and states that while no official DIT was provided to her client prior to writing the offer, she did inform him of the personal relationship between the sellers and their agent.

[61] In *Thiessen (Re)*, 2015 SKREC 5 (file 2012-10) ("*Thiessen*"), Mr. Thiessen was issued an order of reprimand and a $2,000 fine.

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

[63] Seller A contacted Mr. Thiessen about selling a property that formed part of his mother's estate. Mr. Thiessen took on the listing. The sellers were listed as Seller A and Seller B, however only Seller A signed the contract. Mr. Thiessen witnessed Seller A's signature on the contract, but no one signed as witness to Mr. Thiessen's signature. Mr. Thiessen did not obtain documentation confirming that either Seller A and/or Seller B were executors of their mother's will, personal representatives for her estate, or in any way responsible for and in a position to

sell the property. Mr. Thiessen obtained a handwritten note stating that Seller A authorized Seller B to act on his behalf for the sale of their mother's home. Thereafter, an amendment to the listing agreement was only signed by Seller A. Mr. Thiessen's wife ultimately purchased the property. Mr. Thiessen was later advised that transfer documents would need to be amended to include him as a second buyer. Mr. Thiessen did not amend the Residential Contract of Purchase and Sale to reflect the fact that he had been added to the transaction as a buyer. The majority of Mr. Thiessen's dealings with respect to the property were verbal and with Seller A who, he understood, forwarded information along to Seller B.

[64] Mr. Thiessen has no sanction history, and he co-operated with the investigation. There is no evidence he deliberately withheld the fact of his inclusion as a buyer from the Sellers. There is no evidence of consumer harm. Mr. Thiessen did complete a Disclosure of Interest in Trade Form advising the sellers that the initial buyer was his wife. Mr. Thiessen believes the quality of his documentation has improved greatly since his new broker began reviewing it in October of 2013.

[65] Although Seller A signed a document giving Seller B authority to sign documents on his behalf, Mr. Thiessen continued to communicate primarily with Seller A and did not obtain Seller B's signature on all necessary documents. Mr. Thiessen had been a registrant for approximately eleven years at the time of the transaction. Registrants should be especially careful with disclosure and keeping clients informed when they are personally involved in the transaction as a buyer or seller.

[66] There was no order as to costs because Mr. Thiessen signed a Consent Order.

[67] Ms. Kirkwood's breach is less serious than that of the registrant in *Thiessen*. Unlike Mr. Thiessen, Ms. Kirkwood was not personally involved in the transaction in any way even though she had prior personal knowledge of the relationship between the sellers and their agent.

[68] In *Dodman (Re)*, 1999 SKREC 4 (file 1998-52B) ("*Dodman*"), Mrs. Dodman was issued an order of reprimand and a $1,000 fine. In addition, Ms. Dodman was ordered to pay restitution in the amount of $774.70.

[69] Ms. Dodman was acting as agent for the buyer. Ms. Dodman assisted the buyer in drafting an offer for the property subject to a building inspection and approval of the property condition disclosure statement, which the seller accepted.

[70] While touring the property, Ms. Dodman informed the buyer that she believed the property looked like a legal suite but they would have to check with the City. Ms. Dodman received the property disclosure statement from the seller shortly after. Ms. Dodman did not provide a copy of this letter to the buyer, however she verbally reviewed its contents with the buyer over the phone. The letter provided that the property was a one-unit suite but could be used as a two-unit suite

provided the required permits were obtained and necessary alterations completed.

[71] Ms. Dodman did not inquire as to whether the proper permits to renovate had been issued. However, at the seller's request a special inspection of the property was done. This inspection outlined the extent of the renovations required to legalize the basement suite. Ms. Dodman did not pass on a copy of the inspection report to the buyer but again claims to have verbally told the buyer of this information. Ms. Dodman also told the buyer that she would split some of the costs of the upgrades.

[72] The buyer went on to remove the conditions and purchase the property. Ms. Dodman failed to provide the buyer with a copy of the disclosure and inspection reports. No permits had been issued by the City in respect to making the necessary renovations. The Hearing Committee found that Ms. Dodman failed to communicate critical information with respect to the legality of the suite. Furthermore, consumer harm was apparent from Ms. Dodman's actions as she had not paid for the items she had agreed upon with buyer. The Hearing Committee made a restitution order as to make Ms. Dodman pay for those items in which she promised, an amount totalling $744.70.

[73] Ms. Kirkwood's breach is less serious than that of the registrant in *Dodman*. Both registrants failed to provide their buyer clients with copies of important and relevant documentation in relation to their sale, though both state they advised their clients of the said information verbally. However, Ms. Dodman's conduct involved failure to communicate critical information to her clients and resulted in consumer harm.

[74] It is important to note that all of the above-referenced decisions were rendered prior to May, 2020. 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 $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.

[75] An order of reprimand and a fine of $3,000.00 are appropriate sanctions for Ms. Kirkwood's breach of Bylaw 702.

[76] As Ms. Kirkwood has agreed to sign this consent order, there will be no order as to costs.

CONSENT ORDER:

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

[78] 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 702:

a. Ms. Kirkwood shall receive an order of reprimand for the violation of Bylaw 702;
b. Ms. Kirkwood shall, within 3 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. Ms. Kirkwood's registration shall be terminated if she fails to make payment as set out above.

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

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

______Jeffrey Reimer_________________
Hearing Committee Chairperson