

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

Franklin (Re), 2026 SKREC 13

Date: September 24, 2026
Commission File: 2026-28

**IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF JONAH FRANKLIN**

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*, Mr. Franklin 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. Franklin’s Statement of Facts and Admissions, which includes the following relevant points:
- [5] Mr. Franklin has been continuously registered as a salesperson under the provisions of *The Real Estate Act* (the “Act”) in the Province of Saskatchewan with the Saskatchewan Real Estate Commission since March 5, 1999.
- [6] Mr. Franklin has taken the following real estate courses:
- Fundamentals of Real Estate;
 - Principles of Mortgage Financing;
 - Principles of Real Estate Appraisal; and
 - Principles of Real Estate Property Law.
- [7] Mr. Franklin has completed the continuing professional development seminars each registration year since 2001-2002.
- [8] Mr. Franklin is presently registered under the provisions of the *Act* as a salesperson with Century 21 Dome Realty Inc.
- [9] Broker A is the registered broker for Century 21 Dome Realty (“Dome”).
- [10] In 2010, Mr. Franklin represented Seller A and Seller B in their purchase of Property A (the “Property”).
- [11] On March 6, 2020, Mr. Franklin entered into a Seller’s MLS® Brokerage Contract, on behalf of Dome, with Seller A and Seller B (the “Sellers”) for the Property.
- [12] On July 1, 2020, Purchaser A made an offer to purchase the Property.
- [13] On July 2, 2020, Purchaser A accepted the Sellers’ counter-offer. Purchaser A purchased the Property, taking possession on August 14, 2020.

- [14] In July 2025, Purchaser A attempted to sell the Property and became aware that the City of Regina owned part of the outdoor space he believed was included in the lot the Property was on.
- [15] On February 10, 2026, Broker A notified the Commission that Dome had received a demand letter and supporting material from Purchaser A related to his purchase of the Property.
- [16] The demand letter stated, in part:

At the time of purchase, neither the sellers nor the listing agent disclosed that a significant portion of what appeared to be the property's usable yard (including grass, shrubs, fencing, garden bed, deck, trees, and the fire pit area) was located on a parcel of land [Property B] that was owned by the City of Regina. This was a significant encroachment (over 1500 ft² of land) that directly affected the property's use and value.

...

I reasonably believed that the property I purchased was what was marketed and represented to me. Had I known of this issue at the time, I wouldn't have proceeded with the sale.

...

In July 2025, when I attempted to sell the property, the buyers withdrew on the day of possession after discovering the true property boundaries. This caused significant disruption and directly resulted in financial loss.

To preserve the value of the property and complete a later sale, I purchased the affected [Property B] parcel from the City of Regina. When I contacted the city, they had no history of a past landscaping agreement since 2010. The purchase of the parcel was my only option to preserve the property's value and complete a sale. I also incurred carrying costs during the period in which the initial sale failed.

- [17] The 2010 MLS® Listing notes in the Member Only Remarks "Landscaping agreement for adjacent city property renewable yearly for \$20." and in the Public Remarks "landscaping agreement for adjacent property renewable yearly for \$20."
- [18] Mr. Franklin did not reference the landscaping agreement in the 2020 MLS® Listing.
- [19] On March 17, 2026, Broker A notified the Commission that a civil proceeding had been commenced against Dome and provided a copy of the Statement of Claim.
- [20] In the Statement of Claim, Purchaser A alleged "*In 2020, the Defendant misrepresented the property located at Property A in its listing and during disclosures and negotiations with the Plaintiff. The listing agent failed to disclose that a significant portion of the apparent usable yard including grass, fencing, garden areas, deck, trees and a fire pit, encroached onto the adjacent parcel at Property B, which was owned by the City of Regina. The encroachment exceeded*

approximately 1,500 square feet and materially affected the property's use and value."

- [21] The Sellers bought the Property in May of 2010. The 2010 MLS® Listing for the Property stated the lot size was 5199sqft and the listing agent at that time stated lot size was taken from the City of Regina website.
- [22] The Realtor Only Remarks did state "landscaping agreement for adjacent city property renewable yearly for \$20.00".
- [23] There was no other information provided and no surveyor's certificate or real property report.
- [24] When Mr. Franklin inquired about the landscaping agreement with the listing agent, she advised that was all the information she had.
- [25] When Mr. Franklin sold the Property to the Sellers in 2010, he shared information with them about the \$20 yearly landscaping agreement with the City of Regina. They did not know any dimensions or how much land.
- [26] When Mr. Franklin listed the Property for sale on behalf of the Sellers in March of 2020, he used the same square footage that the City of Regina had on their website of 5,199 square feet for the lot size.
- [27] At the time of listing, Mr. Franklin did preview the previous listing but missed the information regarding the landscaping statement. He may have previewed the listing without the realtor comments.
- [28] Mr. Franklin does not remember whether he asked the Sellers about the landscaping agreement when he listed the Property.
- [29] Mr. Franklin relied on information from a previous listing and from the City of Regina tax search for the size of the lot, both of which included the square footage of the lot but not the frontage and length measurements.
- [30] As a result of Mr. Franklin's failure to take adequate reasonable steps to determine the lot size and dimensions, his advertising of the Property was inaccurate and the buyer purchased the Property believing that all of the outdoor space which appeared to be yard was included as part of the Property.
- [31] Purchaser A suffered actual consumer harm as a result of the necessity to purchase from the City of Regina space that had been believed to be part of the Property but was actually owned by the City of Regina.

REASONS:

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

Mitigating Factors

- [33] Mr. Franklin was co-operative with the investigation.
- [34] Mr. Franklin has no previous sanction history.

Aggravating Factors

- [35] Mr. Franklin's breach caused actual consumer harm.

Prior Decisions & Other Considerations

- [36] 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.
- [37] 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.*
- [38] Mr. Franklin listed a property for sale using a prior listing and a City of Regina tax search for the square footage of the lot, neither search provided the dimensions of the lot. Mr. Franklin did not take steps to measure or confirm the dimensions of the lot, information which is easily accessible through the Saskatchewan Assessment

Management Agency (“SAMA”) and the information services corporation (“ISC”). The prior listing referred to a “landscaping agreement for adjacent city property”. Mr. Franklin did not take further steps to inquire about the landscaping agreement and adjacent city property. Mr. Franklin’s failure to confirm the dimensions of the lot resulted in actual consumer harm to the purchaser.

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

[39] Mr. Franklin was the only registrant involved in his breach of the legislation.

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

[40] There is no evidence that Mr. Franklin enjoyed a benefit or suffered a loss as a result of his breach of the legislation.

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

[41] When Purchaser A tried to sell the Property, the subsequent purchaser backed out of the purchase upon realizing the actual lot dimensions and that approximately 1,500 square feet of what he believed was his yard, including fencing, deck, fire pit and trees, was actually owned by the City of Regina. As a result, Purchaser A found it necessary to purchase the property from the City of Regina, which amounted to a significant portion of the yard of the Property.

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

[42] Mr. Franklin 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, including the dimensions of the lot. It is not sufficient to obtain just the square footage of a lot from a tax search or to rely on a previous listing.

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

[43] All 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.

[44] 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.

[45] Mr. Franklin’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. Franklin's breach of Bylaw 714?

- [46] There are several previous decisions pursuant to Bylaw 714, the following decisions are the ones that are most factually similar to Mr. Franklin's breach.
- [47] In *Gartner (Re)*, [2024 SKREC 22](#) (file 2023-29) ("*Gartner*"), Mr. Gartner was issued an order of reprimand and a \$3,000 fine.
- [48] 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.
- [49] 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.
- [50] Mr. Gartner had no previous sanction history, was cooperative with the investigation, and there were no aggravating factors present.
- [51] Mr. Franklin's breach is more serious than that of the registrant in *Gartner*. Both registrants failed to confirm property lines resulting in listings that included, or appeared to include, property that was adjacent to but not part of the actual lot. Mr. Franklin reviewed a previous listing which referred to a landscaping agreement for adjacent city property and ought to have been more prudent in investigating the property dimensions. Mr. Franklin's failure resulted in actual consumer harm as the purchaser subsequently had to purchase the area owned by the city in order to sell the property.
- [52] In *Lauf (Re)*, [2024 SKREC 18](#) (file 2022-21) ("*Lauf*"), Ms. Lauf was issued an order of reprimand and a \$3,000 fine for stating 2754 square feet in the listing summary and stating 2860 square feet in the public remarks, when in reality the property was only 2400 square feet.
- [53] 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. The house was hard to measure, given its shape, and Ms. Lauf recalculated the square footage several times.
- [54] Ms. Lauf had no previous sanction history and was co-operative with the investigation.

- [55] Mr. Franklin's breach is more serious than that of the registrant in *Lauf*. Ms. Lauf attempted to measure the property but failed to do so correctly. Mr. Franklin did not attempt to determine the dimensions of the lot or measure the lot, instead relying on square footage from a tax search and previous listing. In so doing, Mr. Franklin misrepresented the property and caused actual consumer harm.
- [56] 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.
- [57] 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.
- [58] Ms. Rusnak admitted her misconduct and signed a Statement of Facts and Admissions.
- [59] 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.
- [60] 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.
- [61] Mr. Franklin's breach is similarly serious to that of the registrant in *Rusnak*. While Mr. Franklin has no prior sanction history and did not falsely increase the square footage of the Property, he failed to determine and verify the lot dimensions. Mr. Franklin reviewed a previous listing which referred to a landscaping agreement for adjacent city property and ought to have been more prudent in investigating the property dimensions. Mr. Franklin's failure resulted in actual consumer harm.
- [62] 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.
- [63] When preparing the listing, Mr. Maduck consulted the City of Regina Tax Assessment and an old MLS® Listing to determine the square footage.
- [64] Mr. Maduck had no sanction history, readily admitted his guilt, and was co-operative with the investigation.
- [65] The discrepancy in the square footage was significant.

- [66] The Commission stated that “it is not sufficient to rely on information from other sources, particularly when the physical measurements are easily obtained.”
- [67] Mr. Franklin’s breach is similarly serious to that of the registrant in *Maduck*. Both registrants relied on information from a previous listing and tax search rather than properly determining and verifying measurements.
- [68] 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.
- [69] 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.
- [70] 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.
- [71] 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.
- [72] Mr. Franklin’s breach is more serious than that of the registrant in *Doderai* as Mr. Franklin reviewed a previous listing which referred to a landscaping agreement for adjacent city property and ought to have been more prudent in investigating the property dimensions.
- [73] When assessing the appropriate sanction for Mr. Franklin, it must be taken into account that the decisions in *Rusnak*, *Maduck* and *Doderai* were all 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.
- [74] An order of reprimand and \$4,000 fine are appropriate sanctions for Mr. Franklin’s breach of Bylaw 714.

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

CONSENT ORDER:

[76] In accordance with *The Real Estate Act*, its Regulations, and the Commission Bylaws, and with the consent of Jonah Franklin, and the Investigation Committee of the Saskatchewan Real Estate Commission, the Hearing Committee hereby orders:

[77] 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. Franklin shall receive an order of reprimand for the violation of Bylaw 714;
- b. Mr. Franklin shall, within 30 days of the date of this order, pay to the Saskatchewan Real Estate Commission a \$4,000 fine for the said violation of the *Act*; and
- c. Mr. Franklin's registration shall be terminated if he fails to make payment as set out above.

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

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

Christopher Boychuk
Hearing Committee Chairperson