DECISION OF
THE SASKATCHEWAN REAL ESTATE COMMISSION
AND CONSENT ORDER

Tran *(Re),* 2026 SKREC 8

Date: June 25, 2026
Commission File: 2026-57

IN THE MATTER OF
THE REAL ESTATE ACT, C. R-1.3 AND
IN THE MATTER OF CHUONG TRAN (aka KEVIN TRAN)

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

Christopher Boychuk - Chairperson

Tyler Badinski

Cliff Iverson

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. Tran breached Section 70 of *The Real Estate Act*, by failing to immediately pay into the brokerage funds received from Buyer 1 in connection with trade in real estate.
- That, contrary to section 39(1)(c) of *The Real Estate Act*, Mr. Tran breached Section 70 of *The Real Estate Act*, by failing to immediately pay into the brokerage funds received from Buyer 2 in connection with trade in real estate.
- That, contrary to section 39(1)(c) of *The Real Estate Act*, Mr. Tran breached Section 70 of *The Real Estate Act*, by failing to immediately pay into the brokerage funds received from Buyer 3 in connection with trade in real estate.

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] Section 70 states:

> *On receipt of money tendered in connection with a trade in real estate, every broker, branch manager, associate broker and salesperson shall immediately pay that money to his or her brokerage.*

FACTS:

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

[5] Mr. Tran was continuously registered as a salesperson under the provisions of *The Real Estate Brokers Act*, 1987 and *The Real Estate Act* in the Province of Saskatchewan with the Saskatchewan Real Estate Commission from January 3, 2019 to May 5, 2026.

[6] Mr. Tran 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; and
- Commercial Real Estate as a Professional Career.

[7] Mr. Tran has completed the continuing professional development seminars each registration year since 2018 - 2019.

[8] Mr. Tran is presently unregistered.

[9] At all times relevant, Mr. Tran was registered as a salesperson with Boyes Group Realty Inc.

[10] Mr. Tran represented Buyer 1 in his purchase of Property 1.

[11] On Mr. Trans's instructions, Buyer 1 and his family made a series of e-transfers to Mr. Tran's personal bank account, including the following payments totalling $18,000:

- On or around December 2, 2025, payment of $2,000
- On or around December 2, 2025, payment of $3,000
- On or around March 11, 2026, payment of $3,000
- On or around March 11, 2026, payment of $3,000
- On or around March 12, 2026, payment of $1,000
- On or around March 12, 2026, payment of $3,000
- On or around March 31, 2026, payment of $3,000

[12] Mr. Tran told Buyer 1 these transfers were going to be applied to his deposit for the purchase of Property 1.

[13] Mr. Tran did not, at any time, pay any of these deposits into his brokerage.

[14] On or about April 2, 2026, Mr. Tran advised Buyer 1 that he would need to bring a bank draft in the amount of $15,000 to the brokerage for the deposit, and that the money that had been e-transferred to Mr. Tran personally would be returned.

[15] On April 2, 2026, Buyer 1 provided a bank draft in the amount of $15,000 to Boyes Group Realty Inc.

[16] Mr. Tran stopped communicating with Buyer 1 prior to his Aprill 22, 2026, possession date.

[17] On April 30, 2026, Buyer 1 sent Mr. Tran an email, copied to Jordan Boyes, the broker, formally requesting the return of the $18,000 previously e-transferred to Mr. Tran personally in relation to his purchase transaction.

[18] Mr. Tran did not respond to Buyer 1.

[19] On May 1, 2026, Mr. Tran received an email from Mr. Boyes asking for an explanation. Mr. Tran did not respond to Mr. Boyes.

[20] On or around May 4, 2026, Buyer 1 met with Mr. Tran's wife and mother.

[21] On or around May 13, 2026, Mr. Tran's family made a payment to Buyer 1 in the amount of $18,000.

[22] On April 18, 2026, Mr. Tran prepared a Residential Contract of Purchase and Sale (the "RCPS") on behalf of Buyer 2 for Property 2.

[23] The RCPS required a deposit of $10,000 to be received by the buyer's brokerage on or before April 22, 2026.

[24] Mr. Tran instructed Buyer 2 to send e-transfers for the deposit to Mr. Tran's personal bank account.

[25] Between April 18, 2026 and April 20, 2026, Buyer 2 sent three e-transfers to Mr. Tran's personal bank account totalling $10,000.

[26] Mr. Tran did not, at any time, pay any of the deposit funds received from Buyer 2 into the brokerage.

[27] The RCPS was not accepted by the seller and Mr. Tran advised Buyer 2 that the deposit would be returned within five days.

[28] Mr. Tran stopped communicating with Buyer 2.

[29] On May 5, 2026, Buyer 2 sent an email to Mr. Boyes advising him of the situation and that as it had been more than fifteen days she requested that Mr. Boyes return the deposit within seven days.

[30] On May 20, 2026, Mr. Tran's mother contacted Buyer 2 directly and delivered a cheque to Buyer 2 in the amount of $10,000.

[31] In July of 2025, Buyer 3 and his wife contacted Mr. Tran to view a space that Mr. Tran advertised for lease in Warman.

[32] Mr. Tran arranged to show the space to Buyer 3 and his wife on July 28, 2025.

[33] Mr. Tran drafted an Offer to Lease on behalf of Buyer 3 and his wife for Property 3.

[34] The Offer to Lease was signed by Buyer 3 and his wife on August 14, 2025, and was accepted by the landlord on August 15, 2025.

[35] Mr. Tran instructed Buyer 3 to e-transfer the deposit of two months rent, $4,202.10, to Mr. Tran's personal bank account.

[36] On August 16, 2025, Buyer 3 and his wife sent three e-transfers totalling $4,202.10 to Mr. Tran's personal bank account.

[37] Mr. Tran did not, at any time, pay the deposit funds received from Buyer 3 and his wife on August 16, 2025, into the brokerage.

[38] On September 13, 2025, Mr. Tran advised Buyer 3 that due to delays with the transaction he needed to send another month's rent for deposit to continue with the transaction. Mr. Tran advised Buyer C to e-transfer the deposit to Mr. Tran's personal bank account.

[39] On September 13, 2025, Buyer 3 sent an e-transfer in the amount of $2,101.05 to Mr. Tran's personal bank account.

[40] Mr. Tran did not, at any time, pay the deposit received from Buyer 3 on September 13, 2025, into the brokerage.

[41] On November 1, 2025, Mr. Tran called Buyer 3 and his wife and requested they send one more month's deposit to Mr. Tran's personal bank account.

[42] On November 1, 2025, Buyer 3 sent an e-transfer in the amount of $2,101.05 to Mr. Tran's personal bank account.

[43] Mr. Tran did not, at any time, pay the deposit received from Buyer 3 on November 1, 2025, into the brokerage.

[44] On November 6, 2025, Mr. Tran asked Buyer 3 if he and his wife were going to continue with the transaction and they said yes. Mr. Tran then asked for one more month's rent for the deposit.

[45] On November 6, 2025, Buyer 3 sent an e-transfer in the amount of $2,101.05 to Mr. Tran's personal bank account.

[46] Mr. Tran did not, at any time, pay the deposit received from Buyer 3 on November 6, 2025, into the brokerage.

[47] Later in November, Buyer 3 and his wife determined that Property 3 would not be suitable for the business they wanted and decided not to proceed with the transaction.

[48] Buyer 3 and his wife wanted to find another location.

[49] Mr. Tran kept the deposit money Buyer 3 and his wife sent to Mr. Tran's personal bank account advising it would apply to the deposit for another location.

[50] On November 24, 2025, Mr. Tran suggested Property 4.

[51] On March 26, 2026, Buyer 3 and his wife signed a Contract of Purchase and Sale for Property 4, the seller signed on March 24, 2026.

[52] Buyer 3 and his wife decided not to proceed with the transaction and asked that Mr. Tran return their deposit.

[53] On April 20, 2026, Mr. Tran sent Buyer 3 a text message that Mr. Tran would be back in Saskatoon the following week and would be able to drop off their cheque, asking him to confirm the deposit amount.

[54] Buyer 3 sent Mr. Tran a text message asking if he was back in Saskatoon. Mr. Tran responded that he was in Edmonton and would give him and his wife time to think about the business purchase.

[55] On April 28, 2026, Buyer 3 sent Mr. Tran a text message advising that they wanted to cancel the purchase and requesting the return of their deposit.

[56] On April 28, 2026, Buyer 3 sent a text message asking Mr. Tran to wire the money. Mr. Tran responded that he needed to check with the office and would send a request that day.

[57] On May 4, 2026, Buyer 3 sent a text message asking Mr. Tran if he was in Saskatoon. Mr. Tran replied that he would be back the next day.

[58] On May 8, 2026, Mr. Tran sent Buyer 3 a text advising that Mr. Tran was still in Edmonton.

[59] On May 14, 2026, Mr. Tran sent Buyer 3 a text asking who he banks with. Buyer 3 responded with the information.

[60] On May 18, 2026, Mr. Tran sent Buyer 3 a text advising that Mr. Tran went to the bank but they would not allow Mr. Tran to transfer that much money.

[61] On May 21, 2026, Mr. Tran sent Buyer 3 a text advising that Mr. Tran couldn't make it but would drop a cheque off on the weekend.

[62] On May 24, 2026, Buyer 3 sent Mr. Tran a text stating "Good Morning". Mr. Tran did not respond.

[63] On May 25, 2026, Buyer 3 sent Mr. Tran three more text messages. Mr. Tran did not respond.

[64] Mr. Tran stopped communicating with Buyer 3.

REASONS:

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

<u>Mitigating Factors</u>

[66] Mr. Tran has no previous sanction history.
[67] Mr. Tran's family has paid, to two of the clients, amounts equalling the missing deposit monies that were e-transferred to Mr. Tran's personal bank account.

<u>Aggravating Factors</u>

[68] Mr. Tran specifically advised at least three of his clients to send their deposits by e-transfer to his own personal bank account and appears to have misappropriated the client funds.

[69] Mr. Tran has stopped communicating with all parties and has not responded to the Commission.

Prior Decisions & Other Considerations

[70] 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.

[71] 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.

[72] Mr. Tran advised at least three separate clients to send their deposits related to the purchase or lease of real estate to his own personal bank account via e-transfer. Mr. Tran did not pay the monies received from any of the three clients into his brokerage. Mr. Tran stopped communicating with the clients and his brokerage and appears to have misappropriated the client funds.

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

[73] Mr. Tran was the only registrant involved in his breaches.

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

[74] Mr. Tran appears to have misappropriated more than $38,000 of client deposit funds from three separate clients.

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

[75] Three separate clients and their families faced stress and anxiety when they realized the deposit money they had paid directly to Mr. Tran's personal account was not being held in trust with the brokerage and Mr. Tran stopped communicating with them and his brokerage.

[76] Mr. Tran's family has paid to two of the clients amounts equalling the deposits they e-transferred to Mr. Tran.

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

[77] Mr. Tran must be made aware that it is never appropriate to have a client e-transfer funds to a registrant's personal bank account, that all trust monies must be paid into the brokerage. Mr. Tran must understand that the apparent misappropriation of client funds will be dealt with severely.

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

[78] General deterrence is necessary to ensure all registrants understand that it is never appropriate to have a client e-transfer funds to a registrant's personal bank account, that all trust monies must be paid into the brokerage, and that the apparent misappropriation of client funds will be dealt with severely.

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

[79] Members of the public must be assured that funds they pay in trust for deposits will be dealt with appropriately and paid into a brokerage trust account. Members of the public must be able to trust that their deposit money is secure. If purchasers cannot proceed with confidence that the deposits they deliver to brokerages and their registrants will be credited to the purchase price or returned to the purchaser if the transaction does not proceed, there will be a chilling effect upon the real estate industry. This would be significantly harmful to the public.

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

[80] Mr. Tran's conduct falls below the standard expected of registrants and it was egregious because he intentionally instructed his clients to e-transfer their deposits to his own personal bank account. Mr. Tran then ceased communicating with his clients and appears to have misappropriated client deposit funds. Mr. Tran's conduct appears to be pre-meditated and intentional.

9. *The range of sanction in similar cases.*

A. What is an appropriate sanction for Mr. Tran's breach of Section 70 of the *Act*?

[81] There are four decisions pursuant to Section 70 of the Act, though none of the four relate to conduct as serious in nature as that of Mr. Tran.

[82] In *Dodman (Re)* 2024 SREC 26 (file 2023-08)("Dodman"), Dale Dodman was issued an order of reprimand and a $3,000 fine for failing to pay money received in connection with a trade in real estate to her brokerage. She was also issued an order of reprimand and $3,000 fine for breaching Section 53(2).

[83] Ms. Dodman, acting for both parties, negotiated an offer to lease which both the tenant and landlord signed. The tenant made rent payments directly to Ms. Dodman. Ms. Dodman initially denied collecting fees from the tenant, but the tenant provided copies of cheques made out to Ms. Dodman personally in the amount of the negotiated rent. Rather than delivering the cheques to her brokerage, Ms. Dodman would cash the cheques then deliver the money to a friend of the landlord. The landlord insisted the cheques be made out to Ms. Dodman as the landlord was in China and only had a couple of contacts in Saskatoon who also travelled back and forth to China regularly.

[84] Ms. Dodman has a previous sanction history, including a suspension of her registration, which was an aggravating factor. There were no mitigating factors.

[85] Mr. Tran's breach of the legislation is more serious than that of the registrant in *Dodman*. While Ms. Dodman's conduct was a clear breach of the legislation, she was acting pursuant to the instructions of her client and client funds were not misappropriated. Mr. Tran intentionally instructed three separate clients to send their deposits by e-transfer to his personal bank account, which both did, and Mr. Tran received more than $38,000 in deposit monies. Mr. Tran did not turn the monies received in to his brokerage but instead ceased communicating with his clients and misappropriated the funds.

[86] In *Liang (Re)* 2018 SKREC 40 (file 2016-60) ("*Liang*"), May Liang was issued an order of reprimand and a $2,000 fine. Ms. Liang also received an order of reprimand and $2,000 fine for breach of Section 39(1)(c) of the *Act*, and an order of reprimand and $2,000 fine for breach of Section 53(2) of the *Act.*

[87] A power of attorney for a property owner signed an agreement with Ms. Liang authorizing her to: rent the property; determine who may rent the property and for how long; demand, collect, sue for, enforce payment, recover, receive and give receipts for income derived in respect of any of the property that might be rented out. This agreement did not include the name of Ms. Liang's brokerage. Ms. Liang signed a rental agreement respecting the property as the property contact person for the landlord owner. The rental agreement also did not include the name of Ms. Liang's brokerage. Ms. Liang collected rent from the tenants and deposited the money into her business account. The money was then transferred to the power of attorney or the owner. Ms. Liang did not deposit the collected rent into her brokerage's trust account and her broker was not aware that she was looking after the property until he began receiving correspondence from the Commission.

[88] Ms. Liang had a previous sanction history. However, as the previous decision was rendered more than one year after the conduct giving rise to the charge at hand, it was not appropriate to consider Ms. Liang's previous sanction history as an aggravating factor. Ms. Liang was co-operative with the investigation.

[89] Ms. Liang was the only registrant involved in the transaction. Registrants must be especially diligent in protecting and promoting the interests of their clients when there is no other registrant involved in the transaction to notice or correct any errors.

[90] Mr. Tran's breach of the legislation is more serious than that of the registrant in *Liang*. While Ms. Liang was managing a property outside of her brokerage and rents received were not being deposited into a brokerage trust account there is no allegation of misappropriation of funds. Mr. Tran's conduct appears to be intentional misappropriation of client funds.

[91] In *Bird (Re)* 2018 SKREC 37 (file 2018-15) ("*Bird"*), Jordan Bird was issued an order of reprimand and a $1,500 fine.

[92] Mr. Bird represented the sellers of a property. He told them that he needed $500 before he could list it to cover travel expenses. He told the sellers that the $500 would come out of his commissions. The sellers wrote a cheque for $500 that was made payable to Mr. Bird. He did not deposit the cheque into his brokerage's trust account. He deposited the cheque into his personal bank account. The sellers' listing eventually expired and Mr. Bird did not contact them again. A year later, the sellers inquired about getting the $500 back and Mr. Bird refused to return it.

[93] Mr. Bird had no previous sanction history and was co-operative with the investigation.

[94] Mr. Tran's breach of the legislation is more serious than that of the registrant in *Bird*. While Mr. Bird received a $500 payment from his clients which he did not deposit to his brokerage, this was a payment he negotiated with his clients for the work he would provide. The e-transfers Mr. Tran received from his clients were for deposits in relation to trade in real estate. Mr. Tran specifically instructed his clients to send e-transfers for the deposits to his personal bank account, then ceased communications with his clients and appears to have misappropriated the deposit funds of three separate clients.

[95] In the related *Matharu (Re)* decisions 2006 SKREC 6 & 2006 SKREC 7 (files 2005-07 and 05-07B) ("*Matharu"),* Ajit Matharu was ordered to pay a $2500 fine and was issued an order of reprimand for his breach of Section 70 of the *Act*, he was also issued a order of reprimand and $500 fine for his breach of Bylaw 730(g).

[96] With the authority as power-of-attorney, Mr. Matharu signed a Non-cooperating In-house Exclusive Seller's Brokerage contract to market his father's property in Regina. Within days of signing the contract, Mr. Matharu represented a buyer to write a Residential Contract of Purchase and Sale form to purchase the property.

[97] The offer called for a $5,000 deposit cheque payable to the brokerage and $105,000 balance of cash. The buyers acknowledged that the owner of the property was Mr. Matharu's father. Mr. Matharu directed the buyers to make the cheque payable to his father rather than to Homelife Crawford Realty as indicated on the Residential Contract of Purchase and Sale form.

[98] During the course of the investigation, the broker/owner became aware that Mr. Matharu had personally handled this trade in real estate and that he had not turned the accepted contract and the deposit cheque in to the brokerage conveyance department for processing.

[99] Mr. Matharu told the various investigators that at the time of the transaction, the buyers directed him to not turn the paperwork in to the Homelife Crawford Realty conveyance secretary who happened to be the daughter of the buyers. He acknowledged that he could not explain why, after the fact, the buyers and the now former Homelife Crawford Realty conveyance secretary, maintained that they kept no secrets from each other and there was no need to not do proper paperwork on this trade in real estate.

[100] The Hearing Committee considered that Mr. Matharu had been a registrant since 1986 and had no previous sanction history. The fact that the buyer was a former registrant and had some knowledge of the manner of trading in real estate was a factor in not ordering suspension.

[101] The Hearing Committee stated that the circumstances of this transaction show a serious lack of respect for the proper procedures in completing a trade in real estate. In a transaction where Mr. Matharu acted for both sides (and was actually one side himself by power of attorney), he purposefully diverted the deposit and the contract from his brokerage. Whether this was at his request or that of the buyer is not relevant. Neither situation condones or justifies failure to file the required documentation. His actions brought both the brokerage and the buyers into a situation of risk. The missed steps were fundamental and simple to follow by a registrant.

[102] The Hearing Committee wanted to make it clear to Mr. Matharu and all registrants that the deposit is to be held by the brokerage and must be paid to the brokerage stating in its decision "This is a basic protection for the buyer to ensure that the funds are held in trust pending removal of conditions and completion of the transaction. In the circumstances of Mr. Matharu acting for his father, this failure is even more significant. It is imperative that the public have confidence in the actions of the registrants and a more significant fine is warranted than that suggested by [the Investigation Committee representative]."

[103] Mr. Tran's breach of the legislation is more serious than that of the registrant in *Matharu*. While Mr. Matharu's conduct breached the legislation and put the buyers at risk, the deposit money did go where it was ultimately meant to go, to the seller. Mr. Tran intentionally instructed his clients to send their deposits to his personal bank account and then misappropriated the funds.

[104] While the following decisions were made pursuant to Section 71(1) of the *Act*, the facts are relatable and the decisions illustrate the serious nature of monies received in trust and the severity with which misuse of trust monies must be reprimanded.

[105] In *Re/Max* 2025 SKREC 31*Saskatoon (Re)* (file 2024-118) ("*Re/Max*"), Re/Max Saskatoon was issued an order of reprimand and $25,000 fine for breaching Section 71(1)(d) of the *Act* by disbursing trust money outside the terms of the trust pursuant to which it was received.

[106] A salesperson registered with Re/Max Saskatoon represented a lessee in the negotiation of the lease for a property. The lessor was represented by a Calgary brokerage. On May 31, 2024, the lessee signed an offer to lease the property, which was signed by the lessor on June 6, 2024. The offer contained the following clause:

"The Tenant shall deliver to the Tenant's Brokerage, within 21 business days of final acceptance of this Offer to Lease by both parties, a deposit in the sum of $10,000 to be held in trust (herein called the "Deposit").

> i) Pending execution of the Lease, to be drafted in accordance with paragraph 3(a) below, the Deposit is to be credited towards the first month's Base Rent plus applicable taxes and the Landlord's security deposit."

[107] On June 27, 2024, the lease agreement was signed by the tenant, and the landlord signed on July 1, 2024. July 1, 2024, was the commencement date of the lease. Article 1(10) of the lease required the tenant to pay to the landlord a $10,000 damage deposit, which would be credited towards the first month's rent and the rest retained by the landlord as a damage/security deposit. As per Article 5.8 of the lease, the first month's rent was due on the commencement date, July 1, 2024.

[108] As per the terms of the offer, the deposit held in trust by Re/Max Saskatoon was to be credited towards the security deposit required by the lease. Re/Max Saskatoon did not forward the deposit funds held in trust. The brokerage believed they had authorization from the lessor to deduct their commission from the deposit held in trust. On September 3, 2024, Re/Max Saskatoon issued an invoice to the lessor which deducted the salesperson's commission from the deposit and sent the remaining trust money to the lessor.

[109] There was no listing agreement in place, no agreement on commission, and no valid assignment of remuneration in the offer that would have allowed the broker to authorize release of the trust funds in this manner. Re/Max Saskatoon did not have written authorization from the lessor to take a commission from the money held in trust.

[110] The Hearing Panel found that misappropriation of trust funds cannot be condoned under any circumstances. The use of trust monies for any purpose other than the conditions of the trust pursuant to which they are received is a matter of such significance that it warrants the maximum fine available.

[111] Mr. Tran's breach of Section 70 is more serious than Re/Max Saskatoon's breach of Section 71(1). While the broker of Re/Max Saskatoon inappropriately authorized the release of trust funds to pay his registrant's commission on a transaction, the funds had been received and properly paid into the brokerage trust account. The broker believed there was authorization from the client although he did not verify authorization. Mr. Tran's conduct was intentional. Mr. Tran specifically instructed his clients to send e-transfers for the deposits to his personal bank account, then ceased communications with his clients and appears to have misappropriated the deposit funds of multiple clients.

[112] In *Schweitzer (Re)* 2015 SKREC 11 (file 2014-27) ("*Schweitzer*"), Alvin Schweitzer was issued a fine of $5,000 for his breach of Section 71(1) of the *Act*. The Hearing Committee also ordered that Mr. Schweitzer's registration be cancelled, that he receive an order of reprimand, that he pay a $5,000 fine for his breach of Section 39(1)(b) of the *Act*, a fine of $2,500 for breach of Section 8(5) of the Regulations, a fine of $2,500 for breach of Bylaw 702, $20,000 restitution to the buyer, and costs totalling $6,464.20.

[113] Mr. Schweitzer received $50,000 as a deposit on a transaction from a buyer client. This money was deposited into the brokerage's business account rather than into the trust account. Mr. Schweitzer made several cash withdrawals from this money for unknown purposes and, when the transaction ultimately collapsed, Mr. Schweitzer was only able to return $30,000 of the deposit to the buyer.

[114] The Hearing Committee stated that if purchasers cannot proceed with confidence that the deposits they deliver to brokerages will be credited to the purchase price or returned to the purchaser if the transaction does not proceed, there will be a chilling effect upon the real estate industry. This would be significantly harmful to both the public who are served by the industry and the people who work within the industry.

[115] The Hearing Committee found that the evidence showed a degree of pre-meditation to Mr. Schweitzer's actions. The $50,000 was deposited into Mr. Schweitzer's business account, not his trust account, which permitted him to make a great many cash withdrawals for unknown purposes.

[116] Mr. Schweitzer's conduct warranted the maximum fine as it facilitated his misappropriation of trust money. The Hearing Committee stated "We do feel restricted by the operation Section 38(2) of the Act, and we would have levied greater fines but for the cumulative restrictions under that Section."

[117] Mr. Tran's breach of the legislation was equally serious to that of the registrant in *Schweitzer*. The Hearing Committee found that Mr. Schweitzer's conduct was pre-meditated and that he misappropriated trust money. Mr. Tran's conduct was also pre-meditated. Mr. Tran should have instructed his clients to e-transfer the money directly to the brokerage trust account, but instead he instructed his clients to send their deposits by e-transfer directly to his own personal bank account. There exists no legitimate reason for Mr. Tran to instruct any client to send the e-transfers to his personal account. Mr. Tran's conduct in doing so shows a pre-meditated intention. Mr. Tran's conduct after receiving the funds into his personal bank account, including failure to pay the money in to his brokerage and ceasing all communications with his clients and broker, is evidence of his misappropriation of the funds.

[118] It must be noted that many of the above decisions were rendered prior to May of 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.

[119] Based on the severity of Mr. Tran's conduct, the maximum sanctions are warranted. Taking into account the fact that Mr. Tran's registration has already been terminated by his broker, the following are appropriate sanctions for Mr. Tran's breaches of Section 70 of the *Act:*

a) An order of reprimand;
b) A $25,000 fine for the breaches of Section 70 in relation to Buyer 1;
c) A $25,000 fine for the breaches of Section 70 in relation to Buyer 2;
d) A $25,000 fine for the breaches of Section 70 in relation to Buyer 3;
e) Restitution in the amount of $10,505.25 to Buyer 3; and
f) An order that Mr. Tran will not be eligible to apply for registration for a period of five years.

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

CONSENT ORDER:

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

[122] With respect to Count 1, the charge of professional misconduct contrary to section 39(1)(c) of *The Real Estate Act* for breach of Section 70:

a. Mr. Tran shall receive an order of reprimand for the violation of Section 70;
b. Mr. Tran shall, within 8 months of the date of this order, pay to the Saskatchewan Real Estate Commission a $25,000 fine for the said violation of the *Act* in relation to Buyer 1;
c. Mr. Tran shall, within 8 months of the date of this order, pay to the Saskatchewan Real Estate Commission a $25,000 fine for the said violation of the *Act* in relation to Buyer 2;
d. Mr. Tran shall, within 8 months of the date of this order, pay to the Saskatchewan Real Estate Commission a $25,000 fine for the said violation of the *Act* in relation to Buyer 3;
e. Restitution in the amount of $10,505.25 to Buyer 3; and
f. Mr. Tran will not be eligible to apply for registration for a period of five years.

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

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

Christopher Boychuk
Hearing Committee Chairperson