### THE REAL ESTATE COUNCIL OF ALBERTA

Case Number: 014548.001, 014334.001, 014522.001,

015130.001, 016534.001

Name on Licence: Jason Charles Wright

Licence Sector and Class: Real Estate Associate

Current Brokerage Not currently licensed

Conduct Brokerage: Royal LePage Realty Network Corp./Maxwell

Real Estate Solutions Ltd./PG Direct Realty Ltd.

Process: A Hearing under Part 3 of the *Real Estate Act* 

### **NOTICE OF HEARING**

TO: Jason Charles Wright

A hearing is set to review allegations about your conduct. Read this entire document to see what you must do.

### Hearing Information

Date: December 1 – 5, 2025

Time: 9:30 a.m.

Venue: Virtual Hearing

Hearing Panel: [A.T]

[H.P]

[A.S]

(Alternates: [J.G], [D.T])

Counsel to the Panel: Anthony Dekens, Bishop & McKenzie LLP

## It is alleged that the following conduct is deserving of sanction:

#### File 014548.001

- 1. Between April and June 2023, Mr. Wright participated in fraudulent or unlawful activities in connection with the provision of services or in any dealings, contrary to s. 42(b) of the Real Estate Act Rules:
  - a. Mr. Wright told his clients, [J.W] and [M.J.W], to transfer a \$1000 deposit for a property to him rather than to the seller's brokerage;
  - b. When the property transaction did not proceed, Mr. Wright assured his clients, [J.W] and [M.J.W], that he would keep the deposit for them to put towards another property;
  - c. Mr. Wright did not forward the \$1000 deposit to the seller's brokerage for a second property;
  - d. Mr. Wright did not return the \$1000 deposit to his clients, [J.W] and [M.J.W], after they did not purchase either property or upon their request.
  - 2. Between April and June 2023, Mr. Wright did not ensure that a service agreement clearly showed all terms and conditions of the agreement, including the amount or method of calculating the remuneration or alternate compensation to be paid and the circumstances on which it will be payable, contrary to section 43(2)(b)(viii) of the Real Estate Act Rules:
    - a. Mr. Wright did not include in the Exclusive Buyer Representation Agreement that he would be paid for travel expenses/gas/mileage;
    - b. Mr. Wright asked his clients, [J.W] and [M.J.W], for payment to cover his travel expenses/gas/mileage to attend a property that they were interested in purchasing even though they did not have an agreement in writing.

- 3. Between April and June 2023, Mr. Wright did not provide competent service, contrary to section 41(b) of the Real Estate Act Rules:
  - a. Mr. Wright allowed for an offer of acceptance to be submitted after the deadline.
- 4. Between April and June 2023, Mr. Wright accepted a commission, referral fee or other remuneration, directly or indirectly, for a trade in real estate outside the brokerage with which he was registered, contrary to section 54(1)(c) of the Real Estate Act Rules:
  - a. Mr. Wright accepted \$200 from his clients, [J.W] and [M.J.W], for a property inspection instead of directing them to send it to his brokerage;
  - b. Mr. Wright accepted \$100 from his clients, [J.W] and [M.J.W], for gas/mileage instead of directing them to send it to his brokerage.

#### File 014334.001

- Between September 2022 and May 2023, Mr. Wright participated in fraudulent or unlawful activities in connection with the provision of services or in any dealings, contrary to s. 42(b) of the Real Estate Act Rules:
  - a. Mr. Wright told his clients, [K.D] and [J.B], to transfer half of the deposit (\$2500) for a property to him so that he could hold it for them until after a second inspection was completed, which was not true;
  - b. Mr. Wright did not forward the \$2500 deposit to the seller's brokerage as he promised and kept the money for himself.
- 2. Between September 2022 and May 2023, Mr. Wright promised to pay or pay a commission, referral fee or other remuneration, directly or indirectly, to a person resulting from or in connection with a trade in real estate outside the brokerage with which he was registered, contrary to section 54(1)(b) of the Real Estate Act Rules:

- a. Mr. Wright promised his clients, [K.D] and [J.B], a \$1000 cashback upon the sale of their property.
- b. The \$1000 cashback was not offered through his brokerage.
- 3. Between September 2022 and May 2023, Mr. Wright used confidential information obtained from a person for personal gain or for any other purpose other than for what it was obtained, contrary to section 42(c) of the Real Estate Act Rules:
  - a. Mr. Wright disclosed the personal and financial information of his clients, [K.D] and [J.B], to a mortgage associate without their consent.
  - b. Mr. Wright disclosed personal and financial information of his clients, [K.D] and [J.B], to the sellers of a property without consent.
- 4. Between September 2022 and May 2023, Mr. Wright did not fulfil his fiduciary obligations to his clients, contrary to section 41(d) of the Real Estate Act Rules:
  - a. Mr. Wright sent a Notice of Waiver to his client, [J.B], to waive the financing condition, when he knew that the client did not have financing;
  - b. Mr. Wright sent a Notice of Waiver to his client, [J.B], to waive the inspection condition, when he knew that his client wanted a second inspection on the property;
  - c. Mr. Wright did not create an amendment to the purchase contract to allow his client, [J.B], to get a second inspection on the property prior to finalizing the sale, even though the client told him that they wanted a second inspection.
- 5. Between September 2022 and May 2023, Mr. Wright did not provide competent service, contrary to section 41(b) of the Real Estate Act Rules:
  - a. Mr. Wright put a commencement date on an Exclusive Seller's Representation Agreement and an Exclusive Buyer's

- Representation Agreement that preceded the date that the client, [J.B], signed the documents;
- b. Mr. Wright did not explain the Consumer Relationships Guide, Exclusive Representation Agreement, or the Exclusive Buyer Representation Agreement to his client, [J.B];
- c. Mr. Wright did not explain the Notice of Waiver to his client, [J.B].

#### File 015130.001

- 1. Between January 2023 and June 2024, Mr. Wright participated in fraudulent or unlawful activities in connection with the provision of services or in any dealings, contrary to s. 42(b) of the Real Estate Act Rules:
  - a. Mr. Wright told his client, [G.A], that he had an inspector that could conduct an inspection on the property;
  - b. Mr. Wright requested \$550 upfront from his client, [G.A], to pay for the inspection;
  - c. Mr. Wright lied to his client, [G.A], and told her that an "inspection" of the property was going to take place on or around February 20, 2023;
  - d. Mr. Wright performed the "inspection" himself and did not tell his client, [G.A];
  - e. When questioned by his client, [G.A], about who completed the "inspection", Mr. Wright provided a false name;
  - f. Mr. Wright did not have a licence to perform property inspections, nor did he have a business license to offer those services;
  - g. Mr. Wright did not refund the \$550.00 to his client, [G.A], upon her request.

- 2. Between January 2023 and June 2024, Mr. Wright accepted a commission, referral fee or other remuneration, directly or indirectly, for a trade in real estate outside the brokerage with which he was registered, contrary to section 54(1)(c) of the Real Estate Act Rules:
  - a. Mr. Wright accepted \$500 for his gas/time from his client, [G.A], instead of directing her to send it to his brokerage.
- 3. Between January 2023 and June 2024, Mr. Wright did not ensure that a service agreement clearly showed all terms and conditions of the agreement, including the amount or method of calculating the remuneration or alternate compensation to be paid and the circumstances on which it will be payable, contrary to section 43(2)(b)(viii) of the Real Estate Act Rules:
  - a. Mr. Wright did not include in an Exclusive Buyer's Representation Agreement that he would be paid for any expenses;
  - b. Mr. Wright asked his client, [G.A], for payment to cover his gas and time spent attending properties and writing deals even though they did not have an agreement in writing.
- 4. Between January 2023 and June 2024, Mr. Wright did not act honestly, contrary to section 41(a) of the Real Estate Act Rules:
  - a. Mr. Wright told his client, [G.A], that he would pay back the \$500 that she provided to him for his gas/time after she purchased a property;
  - b. Mr. Wright did not reimburse the \$500 as promised.
- 5. Between January 2023 and June 2024, Mr. Wright did not provide competent service, contrary to section 41(b) of the Real Estate Act Rules:
  - a. Mr. Wright did not explain the Exclusive Buyer's Representation Agreement or Consumer Relationships Guide to his client, [G.A].

- 6. Between January 2023 and June 2024, Mr. Wright did not disclose to his client, at the earliest practical opportunity, any conflict of interest he may have had in the course of providing services to, or in his dealings with, his client, contrary to section 41(4) of the Real Estate Act Rules:
  - a. Mr. Wright did not disclose to his client, [G.A], that there was a conflict of interest between him acting as real estate associate and as "inspector" of the property.
- 7. Between January 2023 and June 2024, Mr. Wright provided services to a client or potential client in a trade or anticipated trade in which he had a conflict of interest without receiving the written and informed consent of the party, contrary to section 54(3) of the Real Estate Act Rules:
  - a. Mr. Wright did not get the written and informed consent of his client, [G.A], prior to performing an "inspection" on the property.

#### File 014522.001

- Between August 2022 and May 2023, Mr. Wright participated in fraudulent or unlawful activities in connection with the provision of services or in any dealings, contrary to s. 42(b) of the Real Estate Act Rules:
  - a. Mr. Wright told his client, [J.S], that he would pay to fix the fireplace in a prospective property to induce her into purchasing it;
  - b. Mr. Wright then agreed to pay half of the cost of replacing the fireplace in the property;
  - c. Mr. Wright asked for \$700 upfront from his client, [J.S], for her portion of the fireplace cost;
  - d. Mr. Wright repeatedly lied to his client, [J.S], by telling her that he had paid the deposit to the fireplace company;

- e. Mr. Wright did not return the \$700 to his client, [J.S], upon her request;
- f. Mr. Wright did not pay for the remainder of the cost of the fireplace replacement, as he promised.
- 2. Between August 2022 and May 2023, Mr. Wright provided an inducement, directly or indirectly, which was not provided or on behalf of the brokerage with which he was registered and he did not provide the details of the inducement in writing with his broker's written approval, contrary to section 54(2) of the Real Estate Act Rules:
  - a. Mr. Wright offered to pay to fix the fireplace in a prospective property for his client, [J.S];
  - b. This inducement was not offered through his brokerage;
  - c. Details of the inducement were not provided in writing, nor did he have written approval from his broker.
- 3. Between August 2022 and May 2023, Mr. Wright did not provide competent service, contrary to section 41(b) of the Real Estate Act Rules:
  - a. Mr. Wright did not explain the Exclusive Buyer Representation Agreement or Consumer Relationships Guide to his client, [J.S].
- 4. Between July and August 2024, Mr. Wright withheld, destroyed, concealed or refused to produce any books, documents, records or other things required for the purpose of an investigation, contrary to section 38(4.1) of the Real Estate Act:
  - a. Mr. Wright was sent a demand for information requesting Docusign/Authentisign records;
  - b. Mr. Wright responded to the demand by stating that he had made attempts to obtain the records but had not been successful;

c. Mr. Wright admitted in an interview with RECA that he actually had not made any attempts to obtain the records since receiving the demand.

#### File 016534.001

- 1. Between October 2023 and November 2024, Mr. Wright participated in fraudulent or unlawful activities in connection with the provision of services or in any dealings, contrary to s. 42(b) of the Real Estate Act Rules:
  - a. Mr. Wright told his client, [C.B], that he needed \$500 to list his property on MLS, which was not true;
  - b. Mr. Wright told his client, [C.B], that he would return the \$500 to him after the property sold;
  - c. Mr. Wright did not return the \$500 to his client, [C.B], after his property sold or upon his request;
  - d. Mr. Wright did not return the \$500 until approximately 10 months later, and only after a complaint had been made to RECA.
- 2. Between October 2023 and November 2024, Mr. Wright did not ensure that a service agreement clearly showed all terms and conditions of the agreement, including the amount or method of calculating the remuneration or alternate compensation to be paid and the circumstances on which it will be payable, contrary to section 43(2)(b)(viii) of the Real Estate Act Rules:
  - a. Mr. Wright did not include in the Exclusive Seller's Representation Agreement that he would be paid for any expenses;
  - b. Mr. Wright asked his client, [C.B], for payment of \$500 to list the property on the MLS system.
- 3. Between October 2023 and November 2024, Mr. Wright accepted a commission, referral fee or other remuneration, directly or indirectly, for

a trade in real estate outside the brokerage with which he was registered, contrary to section 54(1)(c) of the Real Estate Act Rules:

a. Mr. Wright accepted the \$500 payment from his client, [C.B], instead of directing him to send it to his brokerage.

#### Other Breaches

- 1. Mr. Wright engaged in conduct that undermines public confidence in the industry, harms the integrity of the industry, or brings the industry into disrepute, contrary to section 42(g) of the Real Estate Act Rules:
  - a. Mr. Wright is ungovernable;
  - b. Mr. Wright has only been licensed since 2021 and has five complaints against him between 2022 and 2024;
  - c. Mr. Wright has repeatedly lied on his licensing/renewal applications to RECA regarding his address, bankruptcies and judgements against him;
  - d. Mr. Wright repeatedly lied to his clients for personal gain;
  - e. Mr. Wright continued to take money from clients outside his brokerage, even after investigations had already commenced for the same behaviour;
  - f. Mr. Wright has not been forthcoming in his responses to the investigations or in his interviews with RECA investigators, often blaming the complainants or misunderstandings between him and the client, despite evidence to the contrary;
  - g. Mr. Wright has not repaid his clients for the money that he took from them, except for one.
  - h. Mr. Wright has shown that he is not willing to follow the Real Estate Act Rules, nor fulfil his fiduciary duties to his clients.

### Virtual Hearings

Hearings at RECA are conducted virtually. The Hearing Administrator will provide you with the Guide to Virtual Hearings and you will receive help in participating in the virtual process.

### Why You Should Attend the Hearing

The hearing is your opportunity to respond to the allegations and state your side of the case in front of the Panel.

### Learn About the Hearing Process

Please read these guides on the RECA website

https://www.reca.ca/complaints-discipline/hearings-information-procedures/

- Hearing and Appeal Practice and Procedures Guidelines and
- How to Represent Yourself at a Real Estate Council of Alberta Hearing or Appeal
- RECA Self-Represented Program

#### Before the Hearing

You will receive full disclosure of all evidence gathered by the Registrar relevant to the allegations in this Notice of Hearing for your review. This disclosure is for use in the conduct proceedings only and you may not use it for any other purpose.

You are also invited to meeting with Counsel for the Registrar prior to the hearing to consider entering agreement on non-contested matters such as:

- An admission of conduct deserving of sanction
- An agreement on facts
- An agreement on breaches
- An agreement on a finding of conduct deserving of sanction

• An agreement on sanction and/or costs.

Admissions or agreements can reduce the time and costs of the hearing.

### What You Should Bring to the Hearing

Bring any witnesses and evidence you want the Panel to consider, with you to the hearing.

# What Will Happen If You Don't Attend

If you do not attend the Panel may proceed to make a decision without you.

# What Will Happen At the Hearing

After hearing all evidence and argument the Panel will decide whether the Registrar has proven any of the breaches. If no breach is proven you will face no sanction.

If the Panel finds a breach is proven the Panel may do one or more of the things listed in **section 43** of the *Real Estate Act*:

- Cancel or suspend your authorization
- Order you to pay a fine for each breach
- Order you to pay the cost of the investigation and the hearing
- Order you to complete an education course

## Submitting Written Arguments After the Evidence

You can ask the Panel to allow you to provide written arguments at the end of presentation of evidence. The Panel will give directions on how this may be done.

You Can Get Legal Advice

You may get legal advice and may be represented by legal counsel at the

hearing. If you do not have a representative please read information for

unrepresented Licensees here:

https://www.reca.ca/complaints-discipline/hearings-information-procedures/

If You Object to a Panel Member

Please review who is on the Panel. If you object to any of the people being on

the Panel, you must advise the Hearings Administrator who you object to

and why within 14 days of receiving this Notice.

If you do not object to the Panel within 14 days, this Panel will conduct the

hearing.

Postponing the Hearing

If you are not available on the date set for the hearing you can apply to the

Panel for a new date. Contact the lawyer for the Registrar and the Hearings

Administrator as soon as possible if you need a new date.

Dated at Calgary, Alberta, on October 7, 2025.

"Signature"

Warren Martinson, Registrar Real Estate Council of Alberta

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### Contact Information:

Hearings Administrator: Administrator for Counsel for the Registrar:

Email: <a href="mailto:hearingsadmin@reca.ca">hearingsadmin@reca.ca</a> Email: <a href="mailto:conditable">conditable</a>

Fax: 403 228 3065 Direct: 403 685 7913 Toll Free: 1 888 425 2754

Address: Real Estate Council of Alberta

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Calgary, Alberta T3C 0M9

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