

THE REAL ESTATE COUNCIL OF ALBERTA

IN THE MATTER OF a Hearing pursuant to Part 3 of the *REAL ESTATE ACT*, R.S.A. 2000, c.R-5 (the "**Act**")

AND IN THE MATTER OF a Hearing under Part 3 of the Real Estate Act regarding the conduct of
NELIEMA (NEL) ANDERSON, Real Estate Associate of Homes & Gardens Real Estate Limited.

Hearing Panel Members: [W.K], Chair
[L.M],
[J.P]

Appearances: Murray L. Engelking of Emery Jamieson LLP
on behalf Neliema (Nel) Anderson

[I.N] on behalf of the Registrar of the Real Estate Council of Alberta

Hearing Dates: April 2nd and 3rd 2025

DECISION OF THE HEARING PANEL

I. BACKGROUND

1. A complaint naming Neliema (Nel) Anderson ("**Anderson**" or the "**Licensee**"), Real Estate Associate of Homes & Gardens Real Estate Limited ("**Home & Gardens**"), was received by the Registrar and investigated under file #011334.001 (the "**Complaint**").
2. On December 10, 2024, the Registrar issued a Notice of Hearing for Case #011334.001 (the "**Notice of Hearing**"), as against the Licensee, for a two (2) day hearing centering on four principal issues of professional misconduct by the Licensee, each alleging a breach of the Real Estate Act Rules (the "**Rules**") in contravention of the *Real Estate Act*, RSA 2000, c R-5 (the "**Act**").
3. Pursuant to the Notice of Hearing, it is alleged that the Licensee engaged in conduct deserving of sanction to warrant a hearing with respect to the following alleged breaches, including a:
 - a. breach of Rule 42(b) of the Rules for the participation in fraudulent or unlawful activities in connection with the provision of services ("**Count #1**");

- b. breach of Rule 43(1) of the Rules for failing to enter into a **"Written Service Agreement"** with a client ("**Count #2**");
- c. breach of Rule 54(3) of the Rules for providing services to a client in a trade in which the Licensee had a conflict of interest without receiving written consent ("**Count #3**"); and
- d. breach of Rule 53(c) of the Rules for failing to submit, in a timely manner, all original documentation provided to the Licensee in relation to a trade in real estate ("**Count #4**").

(collectively, the **"Alleged Breaches"**)

- 4. This Hearing Panel was appointed to conduct a Hearing in accordance with the Act which took place on April 2-3, 2025 (the **"Hearing"**).
- 5. The Licensee attended the Hearing, with counsel, but expressly chose not to adduce any evidence or call upon any witnesses at the Hearing over the two days scheduled.
- 6. For the reasons outlined below, this Hearing Panel finds, on a balance of probabilities, that the Licensee engaged in conduct deserving of sanction with respect to each of the Alleged Breaches.

II. EVIDENCE/WRITTEN SUBMISSIONS

- 7. In making its decision, this Hearing Panel considered and weighed the evidence and submissions provided, including:
 - a. the opening statements made by the Registrar;
 - b. the opening statements made by counsel to the Licensee;
 - c. all documents and records entered as Exhibits;
 - d. affirmed *viva voce* testimony from the following witnesses:
 - i. The oral testimony of the Complainant (as defined below) subjected to cross-examination conducted by counsel for the Licensee;
 - ii. The oral testimony of [M.B], owner and broker for Home & Gardens ("**[M.B]**"), subjected to cross-examination conducted by counsel for the Licensee; and
 - iii. The oral testimony of [B.T], Investigator with the Real Estate Council of Alberta ("**[B.T]**" or the **"Investigator"**) including cross-examination conducted by counsel for the Licensee.
 - e. closing written submissions from the Registrar;

- f. closing written reply submissions from the Licensee; and
- g. closing written rebuttal submissions from the Registrar.

III. FACTS

8. In weighing the evidence provided, this Hearing Panel finds on a balance of probabilities the following facts:
- a. On March 11, 2021, the complainant J.M. (the “**Complainant**”) submitted an online complaint to the Real Estate Council of Alberta’s Investigations Group naming both the Licensee and Homes & Gardens (Exhibit 3).
 - b. The Complainant, a first-time home buyer, had engaged the Licensee in or around August of 2020 to assist her in the purchase of a residential home.
 - c. The Licensee established a client relationship with the Complainant with respect to trading in residential real estate in or around September of 2020.
 - d. Due to financial restrictions, the Complainant was shown to a number of homes she described as “fixer-upper homes” and, during that time period, had asked the Licensee for potential contractor referrals who could assist in future renovations.
 - e. The Licensee advised the Complainant that her husband could complete potential renovations in any home purchased by the Complainant as he was the owner of a contracting business, [CONTRACTOR] (“[CONTRACTOR]”). Further discussions pertaining to potential renovations of a given home began and continued while the Licensee was engaged as a real estate associate acting for and on behalf of the Complainant.
 - f. In September of 2020, the Licensee, on behalf of the Complainant, submitted an initial offer on a home located at [ADDRESS 1] which was described by the Complainant as a duplex that needed minimal repairs (the “**Initial Duplex**”). Due to initial financing concerns, the Complainant was unable to close on the Initial Duplex. It was the Complainant’s evidence that she was later advised by the Licensee that the seller’s real estate associate on the Initial Duplex had contacted the Licensee several times subsequently in attempts to renegotiate a potential purchase price for the Initial Duplex but that the Licensee had not provided this information to the Complainant at that time.
 - g. In October of 2020, the Complainant, with the assistance of the Licensee, purchased a duplex located at [ADDRESS 2] (the “**Home**”) which the Complainant described as requiring substantially more renovations (the “**Renovations**”).

- h. The Complainant purchased the Home and, in November of 2020, engaged the Licensee's husband to complete the Renovations through [CONTRACTOR].
- i. At the outset of the Renovations, there was no contract presented through [CONTRACTOR] and the Complainant did not provide written consent or authorization with respect to any conflict or potential conflict of interest.
- j. The relationship with respect to the Complainant and [CONTRACTOR] deteriorated, giving rise to, among other things, the Complaint submitted in March of 2021.
- k. Notwithstanding the Complaint, the evidence submitted at Exhibit 13, as well as the oral testimony of the Complainant, confirms that the Complainant was satisfied and content with the Licensee's services as a real estate associate during the purchase of the Home.
- l. Upon investigation into the Complaint (the "**Investigation**"), it was discovered that:
 - i. the Licensee was a part owner of [CONTRACTOR] and had not received written consent or authorization from the Complainant with respect to this conflict of interest;
 - ii. the Complainant and Licensee had not entered into a written service agreement as required by Rule 43(1) of the Rules; and
 - iii. the Licensee had failed to submit to her brokerage, in a timely manner, all original documentation provided to the Licensee in relation to the purchase of the Home.

IV. ALLEGED CONFLICT IN EVIDENCE

- 9. Through the investigation into the Complaint, the Investigator obtained the Licensee's brokerage file from Home & Gardens with respect to the Complainant containing a copy of a hand signed Non-exclusive Buyer Representation Agreement dated September 3, 2020 ("**Representation Agreement**") and hand signed RECA Consumer Relationship Guide (the "**Consumer Guide**" and collectively with the Representation Agreement, the "**Agreements**"). The Agreements were some evidence that the Licensee had complied with Rule 43(1) of the Rules and the requirement that a licensee, who establishes a client relationship when trading in residential real estate, enter into a written services agreement (Exhibit #18).
- 10. When presented with a copy of the Agreements, the Complainant denied ever having received a copy of the Agreements or that the signatures on the Agreements, purporting to be the Complainant's, were in fact the Complainant's signatures.

11. During the Complainant's oral testimony, and in previous written correspondence with the Investigator she had provided during the investigation (Exhibit #14), the Complainant explained that she was not physically present with the Licensee on the days the Agreements were purported to have been signed.
12. The Complainant thereafter provided numerous examples of her genuine signature and initials with copies of, among other things, the Complainant's driver's license, mortgage contracts, and pay stubs (Exhibit #15) each containing examples of her authentic signature and initials (the "**Signatures**").
13. When the Signatures are compared with the signatures on the Agreements, on a balance of probabilities, it is apparent that they are not from the same source (the "**Discrepancy**").
14. When confronted with the Discrepancy by the Investigator during four phone recorded interviews, portions of which were reviewed by the Investigator during his oral testimony (Exhibits #16, #17, #19, and #20) (the "**Interviews**"), the Licensee initially denied having any knowledge of the Discrepancy but subsequently acknowledged that she had "re-created" the Agreements after the originals had allegedly been destroyed (Exhibit #20).
15. At the Hearing, and in their submissions, counsel for the Licensee stated that it was the Licensee's voice on the Interviews but that the Licensee would not provide sworn or oral testimony with respect to the content of the Interviews or many of the acknowledgements provided therein.
16. The Licensee has asserted that there is therefore an alleged "conflict in evidence" in this regard. Respectfully, this Hearing Panel disagrees.
17. The Complainant and Investigator, both under oath, were subjected to extensive cross-examinations with respect to the Agreements. The Complainant unequivocally denied having entered or even having ever seen the Agreements and the signatures on the Agreements do not appear to match her own.
18. In the absence of any sworn evidence subject to cross-examination to the contrary, given the evidence adduced and on a balance of probabilities, the Hearing Panel cannot conclude that the Agreements are authentic but has reached the conclusion that, whatever her justification, the Licensee created or re-created the Agreements including the signatures and initials of the Complainant on each document.

V. ISSUES

19. The issues remaining before the Hearing Panel are as follows:
 - a. Did the Licensee Breach Rule 42(b) of the Rules by participating in unlawful activities in connection with the provision of services?;

- b. Did the Licensee Breach Rule 43(1) of the Rules by failing to enter into a written service agreement with a client?;
- c. Did the Licensee Breach Rule 54(3) of the Rules by providing services to a client in a trade in which the Licensee had a conflict of interest without receiving written consent?; and
- d. Did the Licensee Breach Rule 53(c) of the Rules by failing to submit, in a timely manner, all original documentation provided to the Licensee in relation to a trade in real estate?

VI. DISCUSSION AND FINDINGS

Count #1 - Breach of Rule 42(b) of the Rules:

20. Section 42 of the Rules states, in part, as follows:

42(b) a Licensees must not participate in fraudulent or unlawful activities in connection with the provision of services or in any dealings;

- 21. Count #1 alleges that the Licensee, between September and October 2020, participated in fraudulent or unlawful activities in connection with the provision of services contrary to s. 42(b) of the Rules when she forged the signatures of the Complainant on the Representation Agreement and Consumer Guide.
- 22. As outlined above, on a balance of probabilities, the Hearing Panel has concluded that both Agreements at issue were not originals and therefore were, at minimum, re-creations.
- 23. The Complainant and Investigator, both under affirmation to tell the truth, were subjected to extensive cross-examinations with respect to the Agreements and their origins. Conversely, the Licensee has provided no evidence with respect to the alleged originals of the documents and no authority to assert that a "re-creation" of someone else's signature is any more or less lawful. In each instance, the Licensee has utilized or attempted to utilize the Complainant's signature without her knowledge or consent and the Hearing Panel was provided no authority to justify the Licensee's decision to do so.
- 24. In this respect, the Registrar relied, in part, on the case of *R v. Theroux*, 1993 CanLII 134 (SCC) which stated, in part, the following at page 19:

"...The fact that the accused may have hoped the deprivation would not take place, or may have felt that there was nothing wrong with what he or she was doing provides no defence ... the proper focus in determining the mens rea of fraud is to ask whether the accused intentionally committed the prohibited acts (deceit, falsehood, or other dishonest acts) knowing or desiring the consequences prescribed by the offence (deprivation, or the risk of deprivation). The personal feelings of the accused about the morality or honesty of the act or its consequences is no more

relevant to the analysis than is the accused's awareness that the particular acts undertaken constitute a criminal offence ... this applies as much to the third head of fraud, "other fraudulent means", as to lies and acts of deceit"...

25. The Registrar has also relied on 366(1) of the Criminal Code of Canada, which states the following:

366 (1) Every one commits forgery who makes a false document, knowing it to be false, with intent:

(a) that it should in any way be used or acted on as genuine, to the prejudice of any one whether within Canada or not; or

(b) that a person should be induced, by the belief that it is genuine, to do or to refrain from doing anything, whether within Canada or not.

26. There is no tenable explanation to justify the effort of re-creating the two Agreements if it was not intended that someone "whether within or outside of Canada" would view them as genuine. The personal feelings of the Licensee about the morality or honesty of the act or any corresponding deprivation that may or may not have occurred do not justify the act.
27. The Licensee has provided no authority (or evidence) that would justify the "creation" or "re-creation" of someone else's signature without their knowledge or permission and accordingly there is sufficient evidence that the Licensee contravened section 42(b) of the Rules and is deserving of sanction in accordance with the Act.

Count #2 - Breach of Rule 43(1) of the Rules:

28. Section 43 of the Rules addresses Written Service Agreements as follows:

Written service agreements

43(1) Subject to these rules, a licensee who establishes a client relationship when trading in residential real estate, engaging in property management, when dealing in mortgages, or providing condominium management services, must enter into a written service agreement with that prospective client.

29. A Written Service Agreement outlines the roles and responsibilities of the parties, clarifies the expectations of each party, and helps to ensure the client understands their relationship with the brokerage.
30. Clarity of roles, responsibilities, and expectations are essential to consumer trust and confidence and Written Service Agreements should be reviewed with prospective clients to ensure a mutual understanding of those roles.

31. In light of this Rule, the Licensee's role is to demonstrate that a Written Service Agreement was in place at the time the client relationship was established. In this regard, she has not succeeded.
32. The Licensee did not deny the existence of a client relationship which was established in or around September of 2020 while the Licensee was engaged in the trading in residential real estate. Given the finding that both the Representation Agreement and Consumer Guide were not entered into by the Complainant, the Licensee has failed to establish that a Written Service Agreement was in place at the time the client relationship was established and therefore there is sufficient evidence that the Licensee contravened section 43(1) of the Rules and is deserving of sanction in accordance with the Act.

Count #3 - Breach of Rule 54(3) of the Rules:

33. Section 54 of the Rules states, in part, as follows:

54(3) A licensee shall not provide any services to the client or potential client in a trade or anticipated trade in which the licensee has, or will have, a conflict of interest without receiving the written and informed consent of the party.

34. The Licensee, while acting as the Complainant's agent, was also the legal owner of [CONTRACTOR] from whom the Complainant obtained contracting services. It is not contested that the Licensee clearly and unequivocally advised the Complainant that her husband would be providing the contracting services, but it is similarly not contested that there was not, nor has there ever been, a written authorization of informed consent in this regard.
35. The Licensee has failed to establish that "written" consent with respect to this conflict of interest was provided by the Complainant and therefore there is sufficient evidence that the Licensee contravened section 54(3) of the Rules and is therefore deserving of sanction in accordance with the Act.

Count #4 - Breach of Rule 53(c) of the Rules:

36. Section 53 of the Rules states, in part, as follows:

53(c) A real estate associate broker and associate must provide to the broker in a timely manner all original documentation and copies of original documents provided to the parties or maintained by other brokerages:

- (i) related to a trade in real estate; and
- (ii) required under the Act and these Rules;

37. Even if the Hearing Panel were to accept the unsworn assertions from the Licensee that the Discrepancy was or could be accounted for through a re-creation of the Representation Agreement and Consumer Guide rather than

through a forgery, there can be no question that the original documentation was not provided to the brokerage as the originals are alleged to have been destroyed or are otherwise unaccounted for.

38. This Hearing Panel has therefore determined that there is sufficient evidence that the Licensee contravened section 53(c) of the Rules and is therefore deserving of sanction in accordance with the Act.

CONCLUSION AND ORDER

39. After considering the evidence and the respective submissions of the parties, this Hearing Panel has concluded that the Registrar has established each of the Alleged Breaches of the Rules and the Licensee has therefore engaged in conduct deserving of sanction in accordance with the Act.

40. As the parties were earlier advised, the Hearing Panel reserved its decision on sanction and costs pending the outcome of the Hearing. The parties have provided their submissions with respect to conduct deserving of sanction and are now directed to provide further submissions on sanctions and costs in writing, not to exceed five pages, according to the following schedule:

- a. Counsel for the Registrar must supply their written submissions to the Hearings Administrator within 14 days of receipt of this decision. The Hearings Administrator will supply those written submissions to the Licensee immediately on receipt;
- b. The Licensee must supply her written submissions to the Hearings Administrator within 14 days of receipt of the Counsel for the Registrar's written submissions. The Hearings Administrator will supply those written submissions to the Counsel for the Registrar immediately on receipt.
- c. Counsel for the Registrar may supply a rebuttal within 7 days of receiving the Licensee's submissions. Once the timelines above have passed, the Hearings Administrator will provide all written submissions to the Hearing Panel for consideration and decision on sanction and costs.

Dated the 8th day of July 2025, in the City of Calgary in the Province of Alberta.

"Signature"

[W.K], Hearing Panel Chair

THE REAL ESTATE COUNCIL OF ALBERTA

File No 011344.001
Process Conduct Hearing section 43 of the Real Estate Act
Name Nel Anderson
License Real Estate Associate
Industry Council Residential Real Estate
Conduct Brokerage Homes & Gardens Real Estate Limited
Current Brokerage Homes & Gardens Real Estate Limited
Document HEARING PANEL DECISION
Decision Date February 23, 2026

Hearing Panel Members: [W.K], Chair (Public Member)
[L.M], Panel Member
[J.P], Panel Member
Counsel for the Registrar: Iqra Nazar, Barrister & Solicitor – Phase 1
Tracy Leonardo, Barrister & Solicitor – Phase 2
Counsel for the Licensee: Murray Engelking Barrister & Solicitor – Phase 1
Kate Pearce, Barrister & Solicitor – Phase 2
Hearing Date: April 2nd and 3rd 2025

VII. BACKGROUND

41. A complaint naming Neliema (Nel) Anderson (“**Anderson**” or the “**Licensee**”), Real Estate Broker of Homes & Gardens Real Estate Limited (“**Home & Gardens**”), was received by the Registrar and investigated under file #011334.001 (the “**Compliant**”).
42. On December 10, 2024, the Registrar issued a Notice of Hearing for Case#011334.001 as against the Licensee, ultimately scheduled to commence on April 2nd and 3rd for a two (2) day hearing (the “**Hearing**”), centering on four principal issues of professional misconduct by Anderson, each constituting a breach of the Real Estate Act Rules (the “**Rules**”) in contravention of the *Real Estate Act*, RSA 2000, c R-5 (the “**Act**”).
43. Pursuant to the Notice of Hearing, it was alleged that the Licensee engaged in conduct deserving of sanction with respect to the following alleged breaches, including a:

- a. Breach of Rule 42(b) of the Rules for the participation in fraudulent or unlawful activities in connection with the provision of services ("**Count #1**");
- b. Breach of Rule 43(1) of the Rules for failing to enter into a Written Service Agreement with a client ("**Count #2**");
- c. Breach of Rule 54(3) of the Rules for providing services to a client in a trade in which the Licensee had a conflict of interest without receiving written consent ("**Count #3**"); and
- d. Breach of Rule 53(c) of the Rules for failing to submit, in a timely manner, all original documentation provided to the Licensee in relation to a trade in real estate ("**Count #4**").

(collectively, the "**Alleged Breaches**")

44. In its written decision issued on July 8, 2025, this Hearing Panel determined that, on a balance of probabilities, the Licensee had engaged in conduct deserving of sanction with respect to each of the Alleged Breaches (collectively, the "**Decision**").
45. Following the issuance of the Decision, the Licensee sought an extension within which to file their written submissions with respect to Phase #2 sanction and costs (the "**Sanction Submissions**"). Written Sanction Submissions were thereafter provided by each of the Registrar and Licensee with respect to the Sanction Decision.
46. As articulated in greater detail below, a determination of sanction is within the authority of the Hearing Panel pursuant to s. 43 of the Act. The submissions on sanctions and costs by each of the Licensee and Registrar were substantively similar with one notable distinction. For the reasons that follow, this Hearing Panel adopts the submissions and proposal as advanced by the Licensee and substantively agreed to by the Registrar.

VIII. PROPOSED SANCTIONS AND COSTS

47. In consideration of all of the foregoing, the Registrar proposed that the following sanctions were appropriate in the circumstances:
 - a. The Licensee's license be cancelled with an ineligibility to re-apply for a period of 2 years (the "**License Cancellation**").
 - b. The Licensee shall be subject to the following monetary fines:
 - i. Breach of Rule 42(b): fine of \$5,000;
 - ii. Breach of Rule 43(1): fine of \$1,000;
 - iii. Breach of Rule 54(3): fine of \$3,500;

- iv. Breach of Rule 53(c): fine of \$1,500; and,
 - c. The Licensee shall pay costs of the Hearing in the amount of \$4,267.
48. The parties each directed the Hearing Panel to the oft-cited factors articulated in *Jaswal v Medical Board (Nfld)*, 1996 CanLII 11630 which are relevant to a decision on the appropriate sanction to be applied in administrative proceedings (the "*Jaswal Factors*").
49. The Jaswal Factors include:
- a. The nature and gravity of the proven allegations;
 - b. The age and experience of the Licensee;
 - c. The previous character of the offender and, in particular, the presence or absence of prior complaints or convictions;
 - d. The number of times the offence was proven to have occurred;
 - e. The role of the Licensee in acknowledging what occurred;
 - f. Whether the Licensee had already suffered serious financial or other penalties as a result of the allegations having been made;
 - g. The impact of the incident on the victim, if any;
 - h. Mitigating circumstances;
 - i. Aggravating circumstances;
 - j. The need to promote specific and general deterrence and thereby protect the public and ensure the safe and proper conduct of the profession;
 - k. The need to maintain the public's confidence in the integrity of the profession;
 - l. The degree to which the offensive conduct that was found to have occurred was clearly regarded, by consensus, as being the type of conduct that would fall outside the range of permitted conduct; and
 - m. The range of sentence in other similar cases.
50. The Registrar, in light of the Jaswal Factors, provided a number of comparable cases for past breaches of Rule 42(b) including, without limitation: *Merchant RECA 2019*, *Voth RECA 2023*, and *Seth RECA 2024*, all seeking extensive cancellations of the licensee's license.
51. It was the Registrar's submission that each of the precedents reviewed and provided, outline the appropriate sanction for such breaches of Rule 42(b) in analogous circumstances.
52. The Licensee in their Sanction Submissions agreed with all of the Registrar's payment and monetary sanction submissions (including costs) but sought that the License Cancellation not be imposed but replaced with the following:
- the Licensee:
- a. be subject to license suspension for a period not exceeding six (6) months, or such lesser period as the Hearing Panel deems appropriate in the circumstances;

- b. The Licensee shall complete additional coursework, at the direction and discretion of the Hearing Panel, during the course of her suspension; and
 - c. The Licensee shall be issued a formal order of reprimand;
53. For the reasons that follow this Hearing Panel adopts the proposal of the Licensee.

IX. DISCUSSION AND FINDINGS

54. It is well established law that a panel when addressing a joint submission on sanction, unless the proposed sanction would bring the administration of justice into disrepute, the panel should not depart from it: *R v Anthony Cook*, 2016 SCC 43 ("**Anthony Cook**") at para 32.
55. While the Sanction Submissions were not made jointly, on each element for which there is agreement (particularly on monetary penalties and costs), a hearing panel applying the same logic as *Anthony Cook* should similarly not depart from that agreement unless there is a strong justification for doing so.
56. Accordingly, pursuant to its powers under section 43 of the Act, this Hearing Panel adopts the parties' submissions with respect to all monetary sanctions and costs and imposes the following sanctions in relation to the Licensee's conduct:

Breach	Fine
Rule 42(b) of the Real Estate Act Rules	\$5,000
Rule 43(1) of the Real Estate Act Rules	\$1,000
Rule 54(3) of the Real Estate Act Rules	\$3,500
Rule 53(c) of the Real Estate Act Rules	\$1,500
Costs of the Hearing	\$4,267
TOTAL	\$15,267

A. Sanction for Breach of Rule 42(b)

57. As outlined in the Decision, section 42 of the Rules states, in part, as follows:
- 42(b) a Licensee must not participate in fraudulent or unlawful activities in connection with the provision of services or in any dealings;
58. Count #1 alleged that the Licensee, between September and October 2020, participated in fraudulent or unlawful activities in connection with the provision of services contrary to s. 42(b) of the Rules when they forged the signatures of the Complainant on the Representation Agreement and Consumer Guide.

59. This Hearing Panel concluded, on a balance of probabilities, that both agreements at issue were not originals and therefore were, at minimum, recreations.
60. The Complainant and Investigator, both under affirmation to tell the truth, were subjected to extensive cross-examinations with respect to the agreements and their origins. Conversely, the Licensee provided no evidence with respect to the alleged originals of the documents and no authority to assert that a "recreation" of someone else's signature is any more or less lawful. In each instance, the Licensee utilized or attempted to utilize the complainant's signature without her knowledge or consent (the "**Recreations**"), and the Hearing Panel was provided no authority to justify the Licensee's decision to do so.
61. Notwithstanding that the Recreations are a serious violation of the Rules and Act, it does not appear that the Recreations were done with any intention of malice and no evidence of any corresponding deprivation occurred.
62. This does not justify the act of fabricating the Recreations but does mitigate against the sanctions and costs for having done so.
63. The Licensee referenced a number of cases that included some form of breach of Rule 42(b) but even in many of the more egregious cases of misconduct, no license cancellation was ordered; instead, the licensees were either subject to temporary license suspensions, or in at least one instance, no suspension or cancellation was imposed at all.
64. For example, the Licensee relied on the case of *Sedgwick (Re)*, 2018 ABRECA 15 ("*Sedgwick*") wherein the licensee committed multiple breaches, including a breach of Rule 42(b). In *Sedgwick*, the licensee forged an Exclusive Buyer Representation Agreement by copying and pasting their signatures from a previously signed document and presented it as having been executed by them. The licensee made false statements to his clients and his broker during the investigation and also attempted to mislead RECA early in the investigation process by, among other things, presenting the forged agreement as accurate.
65. In *Sedgwick*, the licensee's conduct was more egregious than that of the licensee and, in addition to a number of financial penalties and educational requirements, received a three (3) month suspension for this conduct.
66. Accordingly, the Licensee's proposed sanction of a 6-month suspension accompanied by financial penalties and educational requirements falls within the range of previously determined breaches of Rule 42(b) and this Hearing Panel agrees with that proposal.

CONCLUSION AND ORDER

67. Pursuant to Rule 42(b), 43(1), 54(3), and 53(c), this Hearing Panel has determined that the Licensee engaged in conduct deserving of sanction. For the reasons

set out in this decision on sanction and costs, the Hearing Panel agrees with the sanctions proposed by the Licensee and orders the following sanctions:

- Breach of Rule 42(b) of the REA Rules: \$5,000.00 fine;
- Breach of Rule 43(1) of the REA Rules: \$1,000.00 fine;
- Breach of Rule 54(3) of the REA Rules: \$3,500.00 fine;
- Breach of Rule 53(c) of the REA Rules: \$1,500.00 fine;
- Costs of the investigation and proceedings in the sum of \$4,267;
- Completion of one additional RECA educational course within six months of the date of this Decision; and
- The Licensee shall be subject to a license suspension for a period of six (6) months(the "**Suspension**").

68. The Suspension will commence from the date of the within Decision.

Dated the 23rd day of February 2026, in the City of Calgary in the Province of Alberta.

"Signature"

[W.K], Hearing Panel Chair