

IN THE MATTER OF: The Real Estate Brokers Act

- and -

IN THE MATTER OF: Sebastiao Manuel Vieira

STATEMENT OF ALLEGATIONS OF STAFF OF  
THE MANITOBA SECURITIES COMMISSION

STAFF OF THE MANITOBA SECURITIES COMMISSION ALLEGE, AMONG OTHER THINGS, THAT:

A. REGISTRATION

1. Sebastiao Manuel Vieira ("Vieira") was registered as a salesman under The Real Estate Brokers Act ("Act") with 3529763 Manitoba Ltd. operating as Coldwell Banker National Preferred ("Coldwell Banker") for the entire 2000 year and in 2001 until February 14, 2001 at which time his employment was terminated and his registration was suspended.

2. Vieira's registration remained in suspension until December 10, 2001 at which time his registration expired.

B. DETAILS

Mr. T (Sargent Property):

3. On or about May 22, 2000, Vieira prepared a private sale Offer to Purchase in respect of a property located on Sargent Avenue, Winnipeg, Manitoba ("Sargent Property") on behalf of the purchaser Mr. T ("Sargent Offer").

4. It was a term of the Sargent Offer that a deposit of \$3,000.00 be paid.

5. Mr. T provided a cheque for the deposit in the amount of \$3,000.00 to Vieira.

6. The Sargent Offer was accepted on May 24, 2000.

7. Vieira did not pay over to his employer the deposit monies, nor had he reported the Sargent Offer to his employer.

8. Vieira entered his name as payee on the deposit cheque and cashed the cheque, thereby obtaining the funds for himself.

9. Mr. T did not obtain financing and the transaction did not proceed.

10. The deposit monies were not returned to Mr. T.

Mr. Z (Dufferin Property):

11. On or about December 21, 2000, Vieira prepared an Offer to Purchase in respect of a property located on Dufferin Avenue, Winnipeg, Manitoba ("Dufferin Property") on behalf of the purchaser Mr. Z ("Dufferin Offer").

12. It was a term of the Dufferin Offer that a deposit of \$500.00 be paid.

13. Mr. Z provided the deposit in the amount of \$500.00 to Vieira, by way of a third party cheque endorsed by Mr. Z.

14. The Dufferin Offer was accepted on December 22, 2000.

15. Vieira did not pay over to his employer the deposit monies, nor had he reported the Dufferin Offer to his employer.

16. The deposit cheque was endorsed by an acquaintance of Vieira's and cashed.

17. The vendor did not receive the deposit monies.

18. The purchase of the Dufferin Property failed to close.

19. The deposit monies were not returned to Mr. Z.

Ms. R (Winnipeg Property):

20. On or about January 31, 2001, Vieira prepared an Offer to Purchase in respect of a property located on Winnipeg Avenue, Winnipeg, Manitoba ("Winnipeg Property") on behalf of the purchasers, one of whom was Ms. R ("Winnipeg Offer").

21. It was a term of the Winnipeg Offer that a deposit of \$1,000.00 be paid.

22. The Winnipeg Offer was accepted on February 1, 2001.

23. Ms. R provided the deposit monies to Vieira by way of two cheques each in the amount of \$500.00, the first of which dated February 1, 2001 ("First Cheque") was provided on or about January 31, 2001 and the second of which dated February 15, 2001 ("Second Cheque") was provided on or about February 15, 2001.

24. Vieira did not pay over to his employer any of the deposit monies, nor had he reported the Winnipeg Offer to his employer.

25. The First Cheque was endorsed by Vieira and cashed. The Second Cheque was endorsed by an acquaintance of Vieira's and cashed.

26. The purchase of the Winnipeg Property failed to close.

27. The deposit monies were not returned to Ms. R.

### C. ALLEGATIONS

28. Staff of the Commission allege that Vieira, in connection with a trade or transaction in real estate, upon investigation by the Commission is found to have committed "fraudulent acts" within the meaning of the Act as defined in section 1 in that:

(a) He failed to pay over to his broker, Coldwell Banker, the amounts of \$3,000.00 received from Mr. T, \$500.00 received from Mr. Z, and \$1,000.00, or a portion thereof, received from Ms. R, or any of them, said monies having been received as deposits in respect of the Sargent Offer, the Dufferin Offer, and the Winnipeg Offer, in contravention of clause (c) of the definition;

(b) He failed to pay over to each of the purchasers, their respective amounts of \$3,000.00, \$500.00, and \$1,000.00, or any of such amounts, for transactions which failed to close in respect of the Sargent Property, the Dufferin Property, and the Winnipeg Property, in contravention of clause (c) of the definition; and

(c) He engaged in an agreement, scheme, course of conduct or business to obtain money or profit by acting in contravention of clause (c) of the definition as detailed above or otherwise contrary to law, or by wrongful or dishonest dealing, by receiving and/or arranging to receive deposit monies and failing to pay said deposit monies over to his employing broker or by thereafter failing to return said deposit monies for failed transactions to the purchasers, by failing to report to his employer the above described transactions or any of them, or by obtaining or arranging to obtain monies intended for deposits and using said monies for some other purpose for the benefit of himself, or any of the foregoing, in contravention of clause (i) of the definition;

or any of the foregoing, and that due to these allegations, staff of the Commission request that the Commission order the Manitoba Real Estate Association Inc. to pay out of the Real Estate Reimbursement Fund the amounts of \$3,000.00 to the benefit of Mr. T, \$500.00 to the benefit of Mr. Z, and \$1,000 to the benefit of Ms. R.

29. Such further and other matters as counsel may advise and this Commission permits.

DATED the 21st day of December, 2001.

Director, Legal and Enforcement

TO: SEBASTIAO MANUEL VIEIRA

AND TO: The Reimbursement Fund  
c/o The Manitoba Real Estate Association Inc.

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