



IN THE MATTER OF: *THE REAL ESTATE BROKERS ACT*

-and-

IN THE MATTER OF: LORIN McLACHLAN

STATEMENT OF ALLEGATIONS OF STAFF
OF THE MANITOBA SECURITIES COMMISSION

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

A. REGISTRATION

1. At all material times, Lorin McLachlan ("McLachlan") was registered as a real estate salesperson under *The Real Estate Brokers Act* (the "Act").
2. McLachlan is currently registered as a real estate salesperson under the Act with Re/Max Executives Realty.

B. DETAILS

The Walker Property

3. McLachlan was the listing agent for a property located at 687 Walker Street (the "Walker Property"). On the MLS website, the property was described as being 700 sq. ft., and was listed for \$129,900.
4. On or about June 26th 2013, P.G. and A.G. made an offer to purchase the Walker Property for \$137,000. The offer was accepted by the vendor.
5. P.G. and A.G. purchased the home believing it to be 700 sq. ft. in size.
6. In September of 2014, events lead P.G. and A.G. to the realization that their home, the Walker Property, was in fact only 580 sq. ft.

7. P.G., upon contacting McLachlan in regards to the discrepancy, was told by McLachlan: "You have two choices: get the City to reassess and pay more taxes, or leave it the way it is".
8. In calculating the square footage of the Walker Property, McLachlan included a front sunroom and a back porch. McLachlan stated to Commission staff that the sunroom was heated.
9. On or about July 21st 2015, staff attended the Walker Property. Upon further investigation, staff concluded neither the sunroom nor the back porch were heated, insulated, or had electrical outlets.
10. Further to paragraph 9 hereof, there was not a heater in the sunroom at any time the vendor resided there, at the time of P.G. and A.G.'s walk through prior to purchasing, nor upon P.G. and A.G. taking possession.
11. J.K. was the vendor of the Walker Property. Prior to listing with McLachlan, J.K. had received a private offer of \$138,000. J.K. chose to list with McLachlan, rather than accept the private offer, after being told by McLachlan she would be able to get \$150,000 or more for the Walker Property.
12. McLachlan held an open house and received only one offer, \$137,000, which McLachlan convinced J.K. to accept. J.K. lost approximately \$8,000 compared to accepting the private offer, due to commissions.

M.O. and E.O.

13. McLachlan was the listing agent of a property located at 1371 Notre Dame Avenue (the "Notre Dame Property").
14. On or about February 5, 2015, M.O. and E.O. made an offer to purchase the Notre Dame Property with a possession date of March 20, 2015. The vendor accepted this offer.
15. Subsequently, M.O. and E.O. were made aware by communications with their lawyer, that the vendor was not the registered owner at the Land Registry Office, and later, that the vendor was unsuccessful in transferring the title to their name.

16. On or about March 19, 2015, the vendors of the Notre Dame Property requested an extension of the possession date by five days. On or about March 24, 2015, the vendors requested a further extension of the possession date by one month. Both extensions were requested to transfer title into the Vendor's name.
17. M.O. and E.O. were not prepared to grant the one month extension referred to in paragraph 16 hereof. M.O. and E.O. incurred costs due to the failure of the Vendor being able to transfer title as agreed in the offer to purchase for the Notre Dame property.
18. McLachlan did not conduct a title search prior to listing the Notre Dame Property.

C. ALLEGATIONS

1. Staff of the Commission allege that McLachlan is not fit for registration under the Act due to the following allegations:
 - (a) McLachlan included the front and rear structures of the Walker Property in the total square footage of the home, notwithstanding neither structure had a heat source, insulation, proper doors, or electrical outlets;
 - (b) McLachlan provided a false statement to the Commission. McLachlan stated that the front structure of the Walker Property had a "permanent baseboard heater". This was not the case;
 - (c) McLachlan listed and sold the Notre Dame Property either knowing that the vendor was not the registered owner at the Land Titles Office, or failed to conduct a title search on the property, causing M.O. and E.O. costs and hardship;
 - (d) As to any or all of the foregoing, McLachlan acted contrary to the best interests of her clients and/or contrary to industry standards; and
 - (e) Such further and other matters as counsel may advise and this Commission permits.

DATED at Winnipeg, Manitoba this 12th day of January, 2017.

A handwritten signature in purple ink, appearing to read "Ali Sez", is written above a horizontal line.

Director

TO: LORIN MCLACHLAN

IN THE MATTER OF: LORIN McLACHLAN

**IDENTIFICATION OF PERSON(S) IN
STATEMENT OF ALLEGATIONS**

LIST OF PERSONS:

- (a) P.G. = Paula Ginzburg
- (b) A.G. = Alexander Ginzburg
- (c) J.K. = Joanna Kearley
- (d) M.O. = Maria Ocampo
- (e) E.O. = Eduardo Ocampo