



THE MANITOBA  
SECURITIES  
COMMISSION

IN THE MATTER OF:      THE REAL ESTATE BROKERS ACT

- and -

IN THE MATTER OF:      NANCY JANE BOHEMIER

**STATEMENT OF ALLEGATIONS OF STAFF OF  
THE MANITOBA SECURITIES COMMISSION**

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

**A.      REGISTRATION**

1. Nancy Jane Bohemier was first registered as a salesperson under *The Real Estate Brokers Act* ("Act") as Nancy Jane Lemieux on December 15, 1994 and thereafter as Nancy Jane Bohemier from October 16, 1997 to present almost continuously, except for two brief periods of time in 2002 and in 2006 and for a period of almost a year from on or about November 22, 2003 to and inclusive of November 14, 2004 ("BOHEMIER").
2. At all material times, BOHEMIER was registered as a salesperson with Century 21 Carrie Realty Ltd. operating as century21carrie.com as her employing broker ("CENTURY").
3. At all material times, CENTURY was registered as a broker under the Act.
4. At all material times, CENTURY was a member of The Manitoba Real Estate Association Inc. ("MREA") and therefore participated in the Real Estate Reimbursement Fund ("Fund").
5. BOHEMIER's registration will expire at midnight on November 24, 2019.

**B. DETAILS**

1. Ms. M and Ms. W were executors of the estate of CP. The estate property included a cottage located at West Hawk Lake, in Manitoba ("cottage").
2. In or about February of 2014, in her capacity as an executor, Ms. M contacted BOHEMIER to sell the cottage.
3. On March 3, 2014, at a CENTURY office, BOHEMIER signed and dated a listing agreement with Ms. M, in furtherance of selling the cottage ("listing agreement").
4. BOHEMIER gave the listing agreement to Ms. M to obtain the signature of the other executor, Ms. W. Ms. W signed the listing agreement.
5. At no time did BOHEMIER provide a copy of the listing agreement to CENTURY.
6. The listing agreement was effective for the period of April 1, 2014 to July 1, 2014.
7. In furtherance of selling the cottage, in early April of 2014, BOHEMIER attended at the cottage to view it and determine its value.
8. After viewing the cottage, BOHEMIER indicated to Ms. M her own personal interest in buying the cottage herself.
9. On May 9, May 15, and June 3 of 2014, BOHEMIER made offers to purchase the cottage. The offer of June 3, 2014 was accepted ("accepted offer").
10. BOHEMIER did not provide to CENTURY copies of any of the offers, including the accepted offer.
11. The accepted offer made by BOHEMIER stated that the purchaser is a real estate agent.
12. The accepted offer failed to state that no commission was payable.
13. The terms of the accepted offer called for a deposit in the amount of \$25,000.00 with the balance of the purchase price to be paid on or before possession of July 2, 2014 ("possession date").
14. The accepted offer was not subject to financing.

15. A deposit cheque dated May 31, 2014 in the amount of \$25,000.00 had been written by BOHEMIER, payable to legal counsel for the vendors ("deposit cheque").
16. On the possession date, BOHEMIER was unable to close the purchase. An extension of time to pay the balance of the purchase price was requested by BOHEMIER.
17. On July 3, 2014, the request for an extension was denied.
18. The sale of the cottage to BOHEMIER did not proceed.
19. Subsequent to the failed sale of the cottage, Ms. M was informed that BOHEMIER's deposit cheque had been dishonoured due to insufficient funds.
20. Furthermore, at the time the deposit cheque had been written by BOHEMIER, funds in the account upon which it had been drawn were insufficient to cover the amount of the deposit cheque.
21. Still further, as at the date written on the deposit cheque, May 31<sup>st</sup>, and as at the date the accepted offer had been made by BOHEMIER, June 3<sup>rd</sup>, funds in the account were insufficient to cover the amount of the deposit cheque.
22. In or about December of 2014, BOHEMIER promised to provide alternate funds to replace those represented by the dishonoured deposit cheque.
23. To date, no such replacement funds have been provided to the vendors by BOHEMIER.

**C. ALLEGATIONS**

1. Staff of the Commission allege that BOHEMIER in connection with a trade or transaction in real estate committed "fraudulent acts" within the meaning of the Act as defined in section 1 in that:
  - (a) she intentionally misrepresented a material fact by her conduct in presenting a deposit cheque as purchaser of the cottage knowing there were insufficient funds to cover the deposit cheque in contravention of clause (a) of the definition; and/or,
  - (b) she failed, within a reasonable time, or at all, to account properly for and/or pay over to the vendors or their counsel replacement

funds for the dishonoured deposit cheque thereby resulting in BOHEMIER having received and retained the benefit of \$25,000.00 in contravention of clause (c) of the definition;

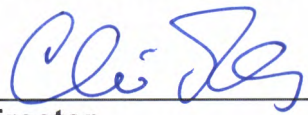
and that the Commission should order the MREA to pay out of the Fund the amount of \$25,000.00 to the benefit of the estate of CP or such other person as may be determined pursuant to subsection 39.1(2) of the Act and, furthermore, that:

- (c) BOHEMIER failed to report to her employing broker CENTURY a transaction as soon as entering into it, specifically the solicitation of and/or the obtaining of a listing agreement, including any conduct, act or negotiation, directly or indirectly, in the furtherance or attempted furtherance of said solicitation or obtaining, contrary to section 15(5) of the Act;
- (d) BOHEMIER failed to notify her employing broker CENTURY of a proposed trade, namely her proposed attempted purchase, including before and/or at the time of attempting to do so with each and every written offer to purchase made, contrary to section 15(3)(b) of the Act;
- (e) BOHEMIER failed to report in writing to her employing broker CENTURY a trade as soon as completed, namely the accepted offer to purchase, contrary to section 15(3)(d) of the Act; and/or,
- (f) BOHEMIER failed to state in the accepted offer that no commission is payable, contrary to section 19(4)(c) of the Act;

and, still further, that her conduct was improper, and that due to these allegations it is in the public interest that the registration of the respondent under the Act be suspended or cancelled.

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

**DATED** at Winnipeg, Manitoba this 4<sup>th</sup> day of December, 2018.

  
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Director

**TO: NANCY JANE BOHEMIER**

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