

**IN THE MATTER OF The Real Estate Act, S.A. 1996, c.R- 4.5**

**AND IN THE MATTER OF EDWARD FRANKOW, then salesperson registered with  
Re/Max Real Estate Edmonton Ltd. o/a Re/Max Real Estate**

**INTRODUCTION**

1. The Executive Director of the Real Estate Council of Alberta conducted an investigation into whether Edward Frankow's conduct is deserving of sanction and/or whether he otherwise breached the requirements of the Real Estate Act (hereinafter "the Act") or the Rules prescribed pursuant to the Act.
2. The Executive Director and Edward Frankow agree to resolve the allegations against Edward Frankow on the terms and conditions set out below.

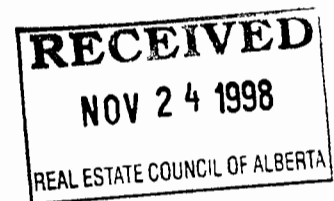
**AGREED STATEMENT OF FACTS**

3. Edward Frankow has been in the industry as a real estate salesperson since 1978. From May 8, 1978 to December 21, 1984, he was registered with Royal Trust. From December 21, 1984 to December 31, 1986 he was registered with Royal LePage Real Estate Services Ltd. From January 5, 1987 to July 31, 1998, Edward Frankow was registered with Re/Max Real Estate Edmonton Ltd. o/a Re/Max Real Estate (hereinafter "Re/Max Real Estate").
4. At the time of the events at issue, Edward Frankow was working from one of Re/Max Real Estate's branch offices, Re/Max Real Estate Southeast branch. He is currently registered as a real estate salesperson with Devonshire Realty Inc. o/a Sutton Group – Devonshire Realty.
5. In July, 1998, he represented a Vendor in the sale of her property. Due to the Vendor's health problems, Edward Frankow had difficulty in contacting the Vendor throughout the deal.
6. On or around July 27, 1998, Edward Frankow obtained an offer from potential Purchasers who had seen the "For Sale" sign on the property. He presented the potential Purchaser's offer to the Vendor. One week after the presentation, she responded by way of counter offer. The potential Purchasers accepted the counter offer by initialing the changes and amendments. The offer was returned to Edward Frankow to have her also initial the changes and amendments.

7. Edward Frankow attempted to contact the Vendor, but she would not respond to him. Although Edward Frankow made numerous attempts, he was unsuccessful in scheduling an appointment with the Vendor.
8. Failing to personally meet with his Vendor, Edward Frankow elected to forge the Vendor's initials on the offer.
9. Upon review of the offer to the Purchaser, the Vendor became aware of the forgery and a complaint was commenced.
10. In spite of the forgery, the transaction closed.
11. As a result of his conduct, Edward Frankow was terminated from Re/Max Real Estate.
12. By reasons of the matters herein, Edward Frankow's conduct is deserving of sanction in that he forged the initials of his Vendor clients without the consent or knowledge of the Vendor.

#### **SETTLEMENT TERMS**

10. In settlement of these issues, Edward Frankow agrees to pay a fine in the amount of \$3,000 by no later than February 15, 1999 to the Real Estate Council of Alberta.
11. Costs of this matter are in the amount of \$500 and are payable by no later than February 15, 1999 to the Real Estate Council of Alberta.
12. Edward Frankow acknowledges that he has been given an opportunity to seek the advice of legal counsel and acknowledges that he is agreeing to the terms of settlement of his own free will.
13. Edward Frankow is aware that a copy of the Consent Agreement will be placed on his file and may be reviewed and considered in any future disciplinary proceedings.
14. Edward Frankow is aware the contents of this Consent Agreement may be published by the Real Estate Council of Alberta.
15. Edward Frankow hereby waives any rights he may have under the Act or otherwise to a review, hearing, appeal or other judicial proceeding involving the matter referred to herein.



16. These settlement terms are intended to resolve all matters described herein and subject to the approval of the Hearing Panel, the Executive Director will take no further action under the Act or before the courts in this regard.

**IN WITNESS WHEREOF** the undersigned agree and accept the terms and conditions of this settlement this 20 day of NOV, 1998.

Signed and delivered  
in the presence of

"N.S."

Witness to the signature  
of Edward Frankow

)  
)  
)  
)  
)  
)  
)

"Edward Frankow"

**EDWARD FRANKOW**

The Executive Director recommends to the Hearing Panel the proposed terms of settlement based on the Agreed Statement of Facts.

**Real Estate Council of Alberta**

"J.P."

Witness to the signature  
of Bob Myroniuk

Per:

"Bob Myroniuk"

Bob Myroniuk  
Executive Director

Recommendation Approved

Recommendation Denied

✓

DATED at the City of Calgary in the Province of Alberta this 26 day of November, 1998.

**Real Estate Council of Alberta**

Per: "John Fraser"

Hearing Panel Chairperson

## AFFIDAVIT OF EXECUTION

CANADA	)	I, <u>N.S.</u>
	)	(name of witness),
PROVINCE OF ALBERTA	)	of the City of Edmonton in the Province of Alberta
	)	
TO WIT:	)	MAKE OATH AND SAY:

1. THAT I was personally present and did see **EDWARD FRANKOW** named in the annexed instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purpose named therein.
  
2. THAT the same was executed at the City of Edmonton, in the Province of Alberta, and that I am the subscribing witness thereto.
  
3. THAT I know the said party and he is in my belief of the full age of eighteen years.

SWORN BEFORE ME at the City )  
 of Edmonton in the Province of )  
 Alberta this 20 day of )  
NOVEMBER, 1998. )

) "N.S."

) (signature of witness)

) "S.S."

) A Commissioner for Oaths in and )  
 for the Province of Alberta )