

ADMINISTRATIVE PANEL DECISION

Groupe Simplimo v. Remi Fortin
Case No. D2026-0097

1. The Parties

The Complainant is Groupe Simplimo, Canada, internally represented.

The Respondent is Remi Fortin, Canada, represented by ROBIC, LLP, Canada.

2. The Domain Name and Registrar

The disputed domain name <simplimo.com> is registered with TurnCommerce, Inc. DBA NameBright.com (the "Registrar").

3. Procedural History

The Complaint was filed with the WIPO Arbitration and Mediation Center (the "Center") on January 9, 2026. On January 12, 2026, the Center transmitted by email to the Registrar a request for registrar verification in connection with the disputed domain name. On January 12, 2026, the Registrar transmitted by email to the Center its verification response disclosing registrant and contact information for the disputed domain name which differed from the named Respondent (Unknown / Privacy Service) and contact information in the Complaint. The Center sent an email communication to the Complainant on January 12, 2026, providing the registrant and contact information disclosed by the Registrar, and inviting the Complainant to submit an amendment to the Complaint. The Complainant filed an amended Complaint on the same date.

The Center verified that the Complaint together with the amended Complaint satisfied the formal requirements of the Uniform Domain Name Dispute Resolution Policy (the "Policy" or "UDRP"), the Rules for Uniform Domain Name Dispute Resolution Policy (the "Rules"), and the WIPO Supplemental Rules for Uniform Domain Name Dispute Resolution Policy (the "Supplemental Rules").

In accordance with the Rules, paragraphs 2 and 4, the Center formally notified the Respondent of the Complaint, and the proceedings commenced on January 19, 2026. In accordance with the Rules, paragraph 5, the due date for Response was February 8, 2026. The Respondent sent an email communication to the Center on January 13, 2026. On February 5, 2026, the Respondent offered to transfer the disputed domain name in exchange for reimbursement of the acquisition costs. On February 6, 2026, the Complainant rejected the settlement proposal. On February 5, 2026, the Respondent also requested an automatic four-day extension for response in accordance with paragraph 5(b) of the Rules, which was granted and the

Center postponed the response due date to February 12, 2026. The Response was filed with the Center on February 12, 2026.

The Center appointed Aaron Newell as the sole panelist in this matter on February 17, 2026. The Panel finds that it was properly constituted. The Panel has submitted the Statement of Acceptance and Declaration of Impartiality and Independence, as required by the Center to ensure compliance with the Rules, paragraph 7.

4. Factual Background

The Complainant is Groupe Simplimo, a Quebec-based real estate investment business that buys houses, buildings and land directly from owners and without using an intermediary, offering a simplified transaction and sales process. The Complainant's website can be found at the domain name <simplimo.ca>, which was registered on August 26, 2025.

The Complainant does not assert ownership of any registered trademark rights, but rather asserts that it owns unregistered trademark rights in the name SIMPLIMO.

The Complainant provides minimal information about the Complainant's business. It asserts that it has used the trademark SIMPLIMO "continuously and extensively in connection with real estate acquisition and related services in Québec, Canada" and that "Such use includes, inter alia, the Complainant's corporate name, domain name simplimo.ca, website, printed marketing materials, business correspondence, invoices, social media presence, and advertising activities". The Complainant recorded its name "Groupe Simplimo" with Revenu Quebec on August 28, 2025, and its name "Simplimo.ca" on December 11, 2025.

The Complainant promotes its activities on Facebook and Instagram (first posts on December 4, 2025, and December 5, 2025, respectively) and TikTok (first post December 23, 2025). The evidence in the case file also demonstrates that between November 1, 2025, and November 30, 2025, the Complainant was invoiced for online advertising services, the development of a website and printing of brochures featuring the SIMPLIMO mark. There is no express assertion as to when the Complainant began to use the mark SIMPLIMO in commerce in Canada, but it would appear that it was at some point from early-mid November 2025.

The Respondent is a Quebec-based individual doing business as a real estate investor, also offering services for swift and simple real estate sales. The Respondent promotes this business at the domain name <fortin.com>, which appears to have been used since at least 2019 to load a website promoting its business activities.

The case file indicates that the disputed domain name was registered on March 28, 2015 and was acquired by the Respondent from the marketplace HugeDomains for the sum of USD 7,195 on November 19, 2025 (the Respondent provides evidence of this in its Response). There is also evidence in the case file, and it is not disputed by the Respondent, that the disputed domain name has since acquisition been used by the Respondent to redirect traffic to its <fortin.com> domain name.

The Respondent made a settlement offer to the Complainant on February 5, 2026, offering to transfer the disputed domain name to the Complainant for CAD 10,372.75, which he asserted represents the same amount paid by the Respondent to HugeDomains on November 19, 2025, claiming good faith acquisition of the disputed domain name as a coined French contraction of "simple" and "immobilier" as a legitimate investment asset, alleging he was unaware of the Complainant's existence and that he had never been contacted. The Respondent also requested a suspension of the proceedings for the Parties to finalise settlement by way of a written agreement. The proposal was rejected by the Complainant, refusing any payment and characterizing the demand as bad faith under paragraph 4(b)(i) of the Policy. There is no evidence of any other correspondence between the Parties.

5. Parties' Contentions

A. Complainant

The Complainant contends that it has satisfied each of the elements required under the Policy for a transfer of the disputed domain name.

Notably, the Complainant contends that:

- i) the disputed domain name is identical to the Complainant's trademark SIMPLIMO in which it has unregistered common law trademark rights;
- ii) the Respondent has no rights or legitimate interests in the disputed domain name because he has not used or made demonstrable preparations to use the disputed domain name in connection with a bona fide offering of goods or services, the Respondent has used the disputed domain name to redirect Internet users to the Respondent's website at which it offers services that compete with the Complainant's business, the Respondent is not commonly known by the name SIMPLIMO, the Respondent is not authorized to use the Complainant's SIMPLIMO trademark and the Respondent is not making any legitimate noncommercial or fair use of the disputed domain name given that the disputed domain name is being used for commercial gain by creating a likelihood of confusion with the Complainant;
- iii) the disputed domain name was registered and is being used in bad faith because the Respondent is a direct competitor of the Complainant and its use of the disputed domain name to direct Internet users to the Respondent's own website is conduct intended to disrupt the Complainant's business and to attract Internet users to the Respondent's own website by creating a likelihood of confusion with the Complainant.

B. Respondent

The Respondent rejects the Complainant's allegations and contends that:

- i) the Complainant has not established that it has any relevant unregistered or common law trademark mark rights in the name SIMPLIMO;
- ii) the term SIMPLIMO is a "straightforward contraction" of the French words "simple" and "immobilier" (which translates to English as "real estate") and therefore the Complainant faces a higher burden to prove that it owns relevant unregistered or common law trademark rights, which burden the Complainant has not met;
- iii) the Respondent's acquisition of the disputed domain name from HugeDomains at significant cost, and its subsequent use of the disputed domain name as a generic and descriptive contraction for SIMPLE IMMOBILIER to redirect Internet users to its primary website at which it has for years conducted a legitimate real estate business, both give rise to a legitimate interest in the disputed domain name;
- iv) the Respondent's conduct is not indicative of any bad faith given that it had no knowledge of the Complainant or its alleged use of the name SIMPLIMO when it acquired the disputed domain name, the disputed domain name consists of a generic term, it did not register the disputed domain name to sell it for profit to the Complainant, its settlement offer to sell the disputed domain name directly reflected its out-of-pocket costs associated with its acquisition of the disputed domain name from a reputable reseller, it has not engaged in any pattern of bad faith conduct, it did not intend to disrupt the Complainant's business and it did not intend to cause confusion with or to impersonate the Complainant. The Respondent also requests a finding of Reverse Domain Name Hijacking.

6. Discussion and Findings

Under paragraph 4(a) of the Policy, the Complainant carries the burden of proving:

- i) that the disputed domain name is identical or confusingly similar to a trademark or service mark in which it has rights; and
- ii) that the Respondent has no rights or legitimate interests in respect of the disputed domain name; and
- iii) that the disputed domain name has been registered and is being used in bad faith.

The Panel finds as follows.

A. Identical or Confusingly Similar

In light of the Panel's findings under Section C. below, the Panel does not consider it necessary to discuss the first element.

B. Rights or Legitimate Interests

In light of the Panel's findings under Section C. below, the Panel does not consider it necessary to discuss the second element.

C. Registered and Used in Bad Faith

The Panel notes that, for the purposes of paragraph 4(a)(iii) of the Policy, paragraph 4(b) of the Policy establishes circumstances, in particular, but without limitation, that, if found by the Panel to be present, shall be evidence of the registration and use of a domain name in bad faith.

These are set out in the Policy as follows:

- (i) circumstances indicating that [the respondent] ha[s] registered or [the respondent] ha[s] acquired the domain name primarily for the purpose of selling, renting, or otherwise transferring the domain name registration to the complainant who is the owner of the trademark or service mark or to a competitor of that complainant, for valuable consideration in excess of [the respondent's] documented out-of-pocket costs directly related to the domain name; or
- (ii) [the respondent] ha[s] registered the domain name in order to prevent the owner of the trademark or service mark from reflecting the mark in a corresponding domain name, provided that [the respondent] ha[s] engaged in a pattern of such conduct; or
- (iii) [the respondent] ha[s] registered the domain name primarily for the purpose of disrupting the business of a competitor; or
- (iv) by using the domain name, [the respondent] ha[s] intentionally attempted to attract, for commercial gain, Internet users to [the respondent's] web site or other on-line location, by creating a likelihood of confusion with the complainant's mark as to the source, sponsorship, affiliation, or endorsement of [the respondent's] web site or location or of a product or service on [the respondent's] web site or location.

Each requires that the Respondent had a degree of knowledge of the Complainant and the relevant trademark at the time of registration of the domain name in question.

In the present case there is no evidence that the Respondent knew of or targeted the Complainant when it acquired the disputed domain name on November 19, 2025. At this point in time, the Complainant may have had some form of online presence, but this presence would have been nascent at best, particularly given that a) none of the social media platforms that it uses featured posts until December 2025, and b) the Complainant was invoiced for its primary marketing assets (online advertising, its website, print brochures) between November 1 and November 30, 2025. In the Panel's view, the timeline indicates that at the time that the Respondent acquired the disputed domain name, the Complainant had done very little to publicly promote its interest in the name SIMPLIMO.

The Respondent asserts that it had no knowledge of the Complainant at the time that it acquired the disputed domain name. There is nothing in the case file that contradicts this or calls the credibility of this position into question. While reasonable minds may differ as to the extent to which the term SIMPLIMO is generic or descriptive, it is notable that Internet archive searches for the disputed domain name demonstrate that as early as 2006 the disputed domain name was used by an apparent third party to promote user-friendly real estate related services. The Panel finds it plausible that the term SIMPLIMO can be chosen because of its character as a contraction of “simple” and “immobilier” – indeed the case file shows that the term SIMPLIMO has been used this way by other parties, and is used this way by the Complainant.

Noting this, and that i) the Respondent paid in excess of USD 7,000 to acquire the disputed domain name from a recognised reseller, ii) the Respondent’s primary business is uncomplicated real estate investment and had been for years prior its acquisition of the disputed domain name, iii) there is no sign that the Respondent has engaged in any pattern of conduct indicative of bad faith relating to domain name registrations, and iv) the Complainant has not established that at the time of its acquisition of the disputed domain name the Respondent had any cause to be aware of the Complainant and/or to target the Complainant’s use of the term SIMPLIMO, the Panel considers that on the balance of probabilities the Respondent’s intention was to acquire the disputed domain name as a marketing asset, and that it did this in ignorance of the Complainant.

While a subsequent offer to sell the disputed domain name might in some circumstances taint the Respondent’s position, in the present case the Respondent’s offer reflected its documented out-of-pocket costs. This by itself is not indicative of bad faith or targeting of the Complainant, particularly when supported by a plausible explanation for the registration of the disputed domain name that is independent of the Complainant.

Based on the information before the Panel, there is no compelling evidence demonstrating that the Respondent acquired the disputed domain name in order to target the Complainant or otherwise take advantage of the Complainant’s interest in the name SIMPLIMO. Rather, the evidence suggests that the Respondent was unlikely to have been aware of the Complainant’s interest in the SIMPLIMO name at the time of the Respondent’s acquisition (at significant cost) of the disputed domain name. The burden is on the Complainant to substantiate its case. It has not done so.

On this basis, the Panel finds the third element of the Policy has not been established.

D. Reverse Domain Name Hijacking

Although the Panel has found that the Complainant has not established the elements required under the Policy, the Panel is not persuaded that the Complaint was brought in bad faith or primarily to harass the Respondent. In these circumstances, the Panel declines to make a finding of Reverse Domain Name Hijacking.

7. Decision

For the foregoing reasons, the Complaint is denied.

/Aaron Newell/

Aaron Newell

Sole Panelist

Date: March 4, 2026