



**ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA**

**IN THE MATTER OF THE *ARCHITECTS ACT*  
R.S.B.C. 1996 C. 17 AS AMENDED**

**AND**

**IN THE MATTER OF A CONSENSUAL  
RESOLUTION BETWEEN:**

**ANA SANDRIN ARCHITECT AIBC**

**AND**

**THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA**

## **CONSENSUAL RESOLUTION AGREEMENT**

The *Architects Act* authorizes the AIBC to attempt resolution of disciplinary matters by way of consensual resolution. AIBC Bylaws 36.0 through 36.22 provide the specific processes and procedures by which the AIBC and a member or other registrant may reach agreement on a complaint that would otherwise proceed to a hearing and decision at a disciplinary inquiry.

All consensual resolution agreements must be approved by the consensual resolution review panel before they are effective. By statute, this panel must have regard to the public interest when deciding whether to approve a consensual resolution agreement. An approved consensual resolution agreement has the same effect as an order made by a disciplinary committee under the *Architects Act*.

## 1.0 BACKGROUND AND AGREED FACTS

- 1.1 The parties agree that the relevant facts and circumstances leading to the investigation and this consensual resolution agreement (the “Agreement”) are set out below.

### A. Overview

- 1.2 The AIBC’s Investigations Committee (the “Committee”) conducted an investigation into a complaint concerning Sandrin Leung Architecture Inc. (“SLA”) and Ms. Ana Sandrin Architect AIBC in relation to the design of a single-family residence in Roberts Creek.
- 1.3 Following its investigation, the Committee recommended that the matter proceed to a disciplinary inquiry for determination of whether Ms. Sandrin breached certain sections of the *Architects Act*, R.S.B.C. 1996, c. 17 (the “*Act*”) or the AIBC Bylaws and the applicable council rulings in the *Code of Ethics and Professional Conduct* (the “*Code of Ethics*”).
- 1.4 Ms. Sandrin chose to pursue a consensual resolution with the AIBC.

### B. Ms. Sandrin / SLA

- 1.5 Ms. Sandrin was first registered with the AIBC as an Intern Architect on December 10, 2007. She continued as an Intern Architect until January 8, 2015, when she became registered as an Architect AIBC .
- 1.6 Ms. Sandrin practises architecture through her architectural firm, Sandrin Leung Architecture Inc. (“SLA”). SLA obtained a certificate of practice on February 4, 2015, and has held one ever since. SLA is owned by Ms. Sandrin and Howard Leung, who is not an architect.

### C. The Complaint

- 1.7 On September 6, 2017, the AIBC received a complaint about Ms. Sandrin from her former clients Mr. and Ms. K. (respectively, the “Complaint” and the “Complainants”).
- 1.8 In the Complaint, the Complainants stated their dissatisfaction with the architectural services provided by SLA and with what they saw as inappropriate and unprofessional email communication from Ms. Sandrin.
- 1.9 The Complaint was provided to Ms. Sandrin for her response, and the Committee initiated an investigation.

### D. The Investigation/Agreed Facts

- 1.10 The investigation involved a review of the material submitted by the Complainants and Ms. Sandrin, and separately-conducted interviews with the Complaints and Ms. Sandrin.

- 1.11 Based on the materials compiled during the investigation, the facts in paragraphs 1.12 – 1.48 below are agreed to by the AIBC and Ms. Sandrin.<sup>1</sup>
- 1.12 On February 27, 2017, the Complainants emailed SLA to inquire about architectural services with respect to building a new residence on a lot they owned in Roberts Creek (the “Project” and “Property”, respectively).
- 1.13 On February 28, 2017, Howard Leung, who was identified as a “principal” of SLA, responded. Mr. Leung invited the Complainants to follow up with more information so that a cost estimate could be developed.
- 1.14 On April 5, 2017, the Complainants sent Mr. Leung a detailed description of their property and their objectives for the Project. The Complainants stated that they had carefully reviewed hundreds of online plans, but had concluded that they wanted to retain an architect because of the specific characteristics of the Property. The Complainants stated that they wanted to build a house of 2500 square feet, and wanted to minimize costs by sourcing materials from wholesalers.
- 1.15 On April 5, 2017, Mr. Leung replied. He provided a range of fees of between 3% and 15% of the market construction costs.
- 1.16 Following Mr. Leung’s email, further emails were exchanged regarding the cost for SLA’s services for a 2500 square foot home.
- 1.17 On April 26, 2017, the Complainants met with Mr. Leung and Ms. Sandrin at the Property.
- 1.18 On April 30, 2017, the Complainants emailed Mr. Leung with some of their requests for the Project, and included four sample online drawings depicting houses that they liked.
- 1.19 On May 1, 2017, Mr. Leung sent the Complainants a fee proposal (the “First Fee Proposal”).
- 1.20 The Complainants responded with some feedback regarding the First Fee Proposal.
- 1.21 On May 2, 2017, Mr. Leung sent the Complainants a revised fee proposal, incorporating some of their feedback (the “Second Fee Proposal”).
- 1.22 The Complainants responded with some additional feedback, and some questions about pricing. Throughout this preliminary discussion, the Complainants were interested in obtaining accurate estimated costs, and indicated that their budget was an important consideration.
- 1.23 On May 3, 2017, Mr. Leung responded to the Complainants’ questions, and provided a further revised fee proposal (the “Third Fee Proposal”).
- 1.24 With respect to the First, Second, and Third Fee Proposals:
- 1.24.1 Each of them was in the form of a client-architect agreement, intended for signature;

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<sup>1</sup> A large volume of correspondence was exchanged between the Complainants and SLA. Not all of it is included in this summary.

- 1.24.2 Each of them included a section titled “Design Brief” which specified that a “new home” would be created and that a “requirement” is that it be approximately 2500 square feet;
- 1.24.3 None of them included the required statement indicating compliance with the AIBC Bylaws.
- 1.25 On May 3, 2017, the Complainants emailed Mr. Leung an executed copy of the Third Fee Proposal, which became the client-architect agreement for the Project.
- 1.26 Following execution of the Third Fee Proposal, the Complainants transferred a \$5000 deposit to SLA.
- 1.27 Through May and June 2017, certain steps were taken on the Project, including the retainer of a surveyor.
- 1.28 On July 12, 2017, Mr. Leung sent SLA’s first invoice to the Complainants by email, in the amount of \$3,213.00. The Complainants replied, asking for more information about the amounts billed, and requesting a firm timeline for the Project.
- 1.29 On July 14, 2017, Mr. Leung replied indicating he “guesstimated” the Project would take 5-8 months to complete, and invited the Complainants to call him to discuss further.
- 1.30 Approximately one hour after Mr. Leung’s email, the Complainants replied and indicated that they had decided to terminate SLA’s retainer (the “First Termination Email”). The Complainants stated that they were unhappy with the level of detail in the invoice, and unhappy with the time estimate provided by Mr. Leung.
- 1.31 Following receipt of the First Termination Email, Ms. Sandrin phoned the Complainants to provide her perspective and to propose a meeting to review the preliminary design, which was very nearly complete. Subsequently Ms. Sandrin sent an email setting a date for the meeting to present the preliminary design.
- 1.32 On July 15-16, 2017, the Complainants sent electronic payments for SLA’s first invoice. Work continued on the Project, including email conversation about a geotechnical report and the site restrictions on the Property.
- 1.33 On August 1, 2017, the Complainants met with SLA and preliminary drawings were presented for the Project. The drawings depicted a home of approximately 4920 square feet. Ms. Sandrin believed that the Complainants were happy with the overall design, and that the meeting ended on good terms.
- 1.34 On August 3, 2017, the Complainants sent an email to SLA in which they stated they were terminating the contract (the “Final Termination Email”). The Complainants were unhappy with the design, and requested the return of their deposit.
- 1.35 Following receipt of the Final Termination Email, Mr. Leung sent an email to the Complainants, in which he suggested they try to work through their issues with the design. The Complainants replied, with some frustration, reiterating that they wished to terminate the contract. The Complainants

renewed their request for the return of their deposit, and advised that they would be expecting significant explanation of any further amounts invoiced.

- 1.36 On August 4, 2017, Ms. Sandrin and Mr. Leung sent an email explaining their perspective of the design process, and suggesting that the Complainants purchase a home already built. This email further stated that a final invoice would be issued, and the contractual \$500 administration charge for termination would be applied.
- 1.37 On August 4, 2017, the Complainants sent a reply email to Ms. Sandrin and Mr. Leung that would reasonably have been seen as sarcastic and antagonistic.
- 1.38 On August 8, 2017, Ms. Sandrin and Mr. Leung sent the final invoice to the Complainants. The invoiced amount was \$11,739, less the \$5,000 deposit, for a total owing of \$6,739. The Complainants sent a reply email, indicating that they had terminated SLA's services in July and alluded to court proceedings and "all publicity possible".
- 1.39 Following receipt of the Complainants' email, additional unproductive and antagonistic emails were exchanged between the Complainants and Mr. Leung and Ms. Sandrin.
- 1.40 This exchange culminated in an email from Ms. Sandrin to the Complainants in which she made the following statements:

When you sign a contract with us, you give us the authorization to do the work and we bill for hours worked. It's very simple. I hope your lawyer will explain this to you. There is no basis for your claim and we carry liability insurance for this purpose, so the matter doesn't really concern us.

...

I must point out that the real issue here has nothing to do with us really. The real issue is that both of you feel like you are a victim of circumstances and that all these things are happening TO you.

...

I can assure you that if you both felt empowered in your own lives, you would not be reacting to us like this. No one has power over you or is trying to take anything from you or trying to screw you over. You are doing that to yourselves. You will spend a lot of time and money and energy in this and it will not lead you anywhere in the end, there is no gratification there.

I would suggest your energy would be better spent empowering yourselves from the inside, that is the only place where true power lies. You are trying to gain and affirm your power outside of yourselves, by seeking lawyers or whatever. This will never bring you the power that you seek. Another situation will come up, and you will feel disempowered again. And the cycle will repeat itself. The power you seek is inside.

You both have a lot of repressed anger in yourselves, that would be best dealt with through some psychological or spiritual means. There are lots of recourses available out there now to

help you go through this and to release it. This would be a better use of your time and energy, in the long run.

...

I hope you can spare some time to watch the video attached, it is of more importance to your life and mine than any of this that we are discussing here [video link].

(the “August 8 Email”)

- 1.41 During the investigation, Ms. Sandrin stated in her response that the intention of the August 8 Email was to “express sincere concern for the overall well-being of the Complainants”, and that as a professional, Ms. Sandrin “felt an obligation to raise such honestly-held concerns”.
- 1.42 The Complainants stated that they found the August 8 Email to be “humiliating”.
- 1.43 On August 12, 2017, a lawyer retained by the Complainants sent a letter to SLA, demanding the return of the Complainants’ deposit.
- 1.44 On August 29, 2017, SLA placed a lien on the Property under the *Builder’s Lien Act*.
- 1.45 In August 2018, the Complainants notified the AIBC that their legal proceedings with SLA had been resolved.
- 1.46 Following its review of the material gathered during the investigation, the Committee decided to recommend charges for determination at an inquiry by a disciplinary committee.
- 1.47 Upon being notified of the recommended charges, Ms. Sandrin chose to pursue consensual resolution with the AIBC. No notice of inquiry has been issued.

#### **E. Relevant Sections of the Architects Act, AIBC Bylaws and Code of Ethics**

- 1.48 AIBC Bylaws 34.5 and 34.10 and council rulings (c) and (f) in the *Code of Ethics* are relevant to the complaint against Ms. Sandrin.

**Bylaw 34.5**      **An architect shall conduct the architect’s affairs in a professional manner and refrain from any act which would reflect unfavourably on the profession as a whole.**

and

**Bylaw 34.10**      **Except in an approved competition, an architect shall provide no form of service until retained and in receipt of the client’s instructions.**

- (c) An architect has a duty to communicate with a client and to keep a client reasonably informed.
- (f) Each (i) proposal for architectural services and (ii) client-architect agreement (contract), must contain the statement that it “is in compliance with the AIBC Bylaws, including especially (but not limited to) Bylaw 28: Professional Engagement

and Bylaw 34.16; the Tariff of Fees for Architectural Services; and the Code of Ethics.”

*Rules (c) through (f) above reinforce client awareness of an architect’s professional obligations along with the need to articulate mutual understanding before commencing services... that being very much a matter of consumer protection as well as being of benefit to the architect*

## 2.0 ADMISSIONS

- 2.1 Considering the facts agreed to above, Ms. Sandrin acknowledges and admits that:
- a. she contravened AIBC Bylaw 34.10 and council ruling (f) by entering into a client-architect agreement that did not contain the required statement about compliance with the AIBC Bylaws;
  - b. she contravened AIBC Bylaw 34.10 and council ruling (c) by failing to adequately communicate with her clients and keep them reasonably informed, such that she presented and billed for a design proposal for a building of approximately 4920 square feet, when her clients expected, and the client-architect agreement specified, a building of approximately 2500 square feet; and
  - c. she contravened AIBC Bylaw 34.5 by acting unprofessionally and/or in a manner reflecting unfavourably on the profession of architecture by sending correspondence to her clients that by its tone and content was unprofessional, and represented a marked departure from the standards of communication expected from an architect.

## 3.0 PENALTY AGREEMENT

- 3.1 The following penalty and terms have been agreed upon by Ms. Sandrin and the AIBC:
- 3.1.1 A reprimand will be recorded against Ana Sandrin Architect AIBC;
  - 3.1.2 Ms. Sandrin is required to pay a fine in the amount of \$1500 to the AIBC, within 30 days after the approval of this Agreement by the consensual resolution review panel; and
  - 3.1.3 Ms. Sandrin is required to attend and complete an AIBC Oral Conduct Review pursuant to the rules and guidelines in effect for such reviews, within 90 days after the approval of this Agreement by the consensual resolution review panel (subject to extension agreed to by the AIBC if an Oral Conduct Review cannot be reasonably scheduled during that time);
    - 3.1.3.1 Ms. Sandrin acknowledges and agrees that the panel conducting the Oral Conduct Review may make remedial recommendations regarding her practice (and such recommendations may include a request for undertakings); and that while Ms. Sandrin will not be bound by any such recommendations, she acknowledges and agrees that any concerns reasonably held by the Oral Conduct Review Panel not resolved by agreement or undertaking, or any undertakings provided but not fulfilled, may be referred to the Investigations Committee as a potential complaint in accordance with the AIBC Bylaws; and

- 3.1.4 Ms. Sandrin is required to attend and complete the AIBC course “Ethics, Act and Bylaws”, or another educational program that covers the same or substantially similar material and is agreed to in advance by the AIBC, at her expense, no later than June 1, 2019.
- 3.2 Ms. Sandrin acknowledges and agrees that failure to complete the requirement in paragraph 3.1.2 to 3.1.4 above within the time specified will result in her removal from the register of the AIBC.
- 3.3 Ms. Sandrin acknowledges and agrees that if she is removed from the register for failure to complete any of the requirements of this Agreement, she must do the following within 10 days of being advised in writing by the AIBC of her removal from the register:
- i. Return her professional seal to the AIBC;
  - ii. Return her certificate of practice to the AIBC;
  - iii. Remove any project site signs under her firm name; and
  - iv. Provide the AIBC with a letter of undertaking confirming that she and her firm have;
    - a. Concluded all architectural business operations under her firm name;
    - b. Assigned, with client consent, any ongoing projects under her firm name to another architectural firm holding a current certificate of practice. In this portion of the undertaking letter, Ms. Sandrin is to provide the project owner’s name, project name and location and the name of the architectural firm assuming responsibility for the project. This list must include all projects undertaken which are not completed;
    - c. Informed the appropriate officials and authorities having jurisdiction, in writing, of her/her firm’s status on any projects submitted for municipal approval as a development permit application, building permit application, subdivision application or any other municipal process. Such notification letters must be copied to the AIBC;
    - d. Removed project site signs which identified her or her firm or, alternatively, amended such project signs by removing her/her firm’s identity; and
    - e. Confirmed that she will not refer to herself as an architect and that she will not practise architecture or offer to provide architectural services as defined by the *Architects Act*, until such time as she has been returned to the AIBC register.
- 3.4 Ms. Sandrin acknowledges and agrees that if she is removed from the register for failure to complete the requirements of this Agreement, or if she resigns from the register prior to completing all requirements, she may not apply for reinstatement until she has done so. Upon completion of all outstanding requirements, she may apply for reinstatement and will be subject to all applicable fees and requirements for reinstatement as stated in AIBC Bulletin 2.

## 4.0 COSTS

- 4.1 Ms. Sandrin agrees to pay costs for this consensual resolution, fixed at an amount of \$750, payable to the AIBC within 30 days following approval of this Agreement by the consensual resolution review panel.



- 4.2 The parties acknowledge that costs are not intended as a punitive measure reflecting the conduct that is the subject of this Agreement. The assessment of costs payable by Ms. Sandrin is an acknowledgement of the AIBC's partial costs resulting from the consensual resolution process.
- 4.3 The parties have referred to the AIBC's Consensual Resolution Costs Guidelines in agreeing on the amount of costs.

## 5.0 PUBLICATION

- 5.1 This Agreement, including the attached Schedule, shall be published in a form established by the AIBC pursuant to AIBC Bylaw 36.20, including website publication and distribution to all registrants of the AIBC.
- 5.2 In the event Ms. Sandrin is removed from the register for non-compliance with this Agreement, the AIBC may notify members and other interested parties as it deems appropriate.

## 6.0 ACKNOWLEDGEMENT

**This Consensual Resolution Agreement may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.**

Ms. Sandrin acknowledges that she has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Agreement and has taken such advice or freely elected not to do so.

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*The facts and terms of this Consensual Resolution Agreement are acknowledged and agreed to by Ana Sandrin Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.*

*Approved by the Consensual Resolution Review Panel on December 14, 2018.*

# SCHEDULE – REASONS FOR PENALTY TO CONSENSUAL RESOLUTION AGREEMENT BETWEEN

ANA SANDRIN ARCHITECT AIBC  
AND  
THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

## 1.0 REASONS FOR PENALTY

1.1 Ana Sandrin and the AIBC agree that, in light of the agreed facts and admissions, the proposed penalty is proportionate, fair, and consistent with the public interest. A detailed analysis follows.

### A. The Public Interest and Principles of Sentencing (Sanctions)

1.2 Consensual resolution of AIBC disciplinary matters operates pursuant to section 51.1 of the *Architects Act* and AIBC Bylaws 36.0 through 36.22. The proposed admissions and disciplinary action do not take effect unless the Agreement is approved by the consensual resolution review panel.

1.3 Under the process established by the *Act*, the consensual resolution review panel has a very important task: to review proposed disciplinary agreements in the public interest.

1.4 The role of a reviewing panel was discussed in *Law Society of BC v. Rai*, 2011 LSBC 2. In that case, a panel was considering an agreement between a lawyer and the regulator on agreed facts and disciplinary action. The panel conducted an analysis of its role in determining whether to accept the agreement as proposed. The discussion in that case is relevant to the AIBC's process. The panel stated:

[6] This proceeding operates (in part) under Rule 4-22 of the Law Society Rules. That provision allows for the Discipline Committee of the Law Society and the Respondent to agree that professional misconduct took place and agree to a specific disciplinary action, including costs. This provision is to facilitate settlements, by providing a degree of certainty. However, the conditional admission provisions have a safeguard. The proposed admission and disciplinary action do not take effect until they are “accepted” by a hearing panel.

[7] The Panel must be satisfied that the proposed admission on the substantive matter is appropriate. In most cases, this will not be a problem. The Panel must also be satisfied that the proposed disciplinary action is “acceptable”. What does that mean? This Panel believes that a disciplinary action is acceptable if it is within the range of a fair and reasonable disciplinary action

in all the circumstances. The Panel thus has a limited role. The question the Panel has to ask itself is, not whether it would have imposed exactly the same disciplinary action, but rather, “Is the proposed disciplinary action within the range of a fair and reasonable disciplinary action?”

[8] This approach... protects the public by ensuring that the proposed disciplinary action is within the range of fair and reasonable disciplinary actions. In other words, a degree of deference should be given to the parties to craft a disciplinary action. However, if the disciplinary action is outside of the range of what is fair and reasonable in the circumstances, then the Panel should reject the proposed disciplinary action in the public interest.

- 1.5 As stated above in *Rai*, it is important to note that there will be a *range* of fair and reasonable outcomes in any particular file. The complexity of sentencing does not admit to only one appropriate outcome.
- 1.6 This principle was well-articulated in the case of *Peet v. The Law Society of Saskatchewan*, 2014 SKCA 109 where the Chief Justice wrote for a unanimous panel of the Court of Appeal:

[84] All of this is significant because sentencing of any sort, including sentencing for professional misconduct, is a difficult business. There is no single “right answer”. This is so because the sentencing authority must consider, balance, and reconcile a number of different considerations...

- 1.7 The parties submit that the penalty proposed in this case appropriately balances the mitigating and aggravating factors, and is consistent with previous decisions and the public interest in professional disciplinary matters.

## **B. Ogilvie Factors**

- 1.8 In determining an appropriate penalty, professional regulatory bodies in B.C. have often referred to the factors considered in the case of *Law Society of British Columbia v. Ogilvie* [1999] LSBC 17 (known as the “*Ogilvie* Factors”)
- 1.9 This involves an assessment of whether the *Ogilvie* Factors apply and if so, whether they are aggravating or mitigating. The *Ogilvie* Factors include the following:
- (a) the nature and gravity of the conduct proven;
  - (b) the age and experience of the respondent;
  - (c) the previous character of the respondent, including details of prior discipline;
  - (d) the impact upon the victim;
  - (e) the advantage gained, or to be gained, by the respondent;
  - (f) the number of times the offending conduct occurred;
  - (g) whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating circumstances;
  - (h) the possibility of remediating or rehabilitating the respondent;
  - (i) the impact upon the respondent of criminal or other sanctions or penalties;

- (j) the impact of the proposed penalty on the respondent;
  - (k) the need for specific and general deterrence;
  - (l) the need to ensure the public's confidence in the integrity of the profession; and
  - (m) the range of penalties in similar cases.
- 1.10 The *Ogilvie* Factors were subsequently consolidated and streamlined in the case of *Edward Dent (Re)*, 2016 LSBC 5. In that case the hearing panel acknowledged that the *Ogilvie* Factors are not all applicable in every case, and will overlap in many cases.
- 1.11 The panel in *Dent* consolidated the *Ogilvie* Factors into four broad categories:
- i. Nature, gravity and consequences of conduct;
  - ii. Character and professional conduct record of the respondent;
  - iii. Acknowledgment of the misconduct and remedial action; and
  - iv. Public confidence in the profession, including public confidence in the disciplinary process.
- 1.12 Since the decision was issued in *Dent*, the consolidated framework (informed by the complete list from *Ogilvie*) has become the preferred approach in Law Society disciplinary proceedings. However, the jurisprudence acknowledges that the simplified approach may not be appropriate in every case. For example, the Law Society did return to the full *Ogilvie* analysis in a case that was “very difficult” [and] “unlike any previous discipline hearing”: *Sabota (Re)*, 2017 LSBC 18.
- 1.13 The parties agree that the consolidated *Ogilvie* Factors are appropriate in this case. They are reviewed in detail below.

**(a) The nature, gravity and consequences of the conduct**

- 1.14 Ms. Sandrin entered into a client-architect agreement that did not contain the required compliance statement.
- 1.15 While this is a requirement of the council rulings made under the AIBC Bylaws and cannot be disregarded, this misconduct is relatively minor. It is also important to note that SLA's client-architect agreement with the Complainants was otherwise compliant with the AIBC Bylaws.
- 1.16 Ms. Sandrin failed to adequately communicate with her clients and keep them reasonably informed, such that she presented and billed for a design proposal for a building of approximately 4920 square feet, when her clients expected, and the client-architect agreement specified, a building of approximately 2500 square feet.
- 1.17 This misconduct is more serious. In this case, the Complainants clearly communicated to SLA the size of residence that they wanted. The issue was so important to them, and so clearly communicated, that it was expressly included in the client-architect agreement (and each of the three iterations of it). The size of the residence directly impacted the timing and budget of the Project, two vital aspects of any project, which were especially important to the Complainants.

- 1.18 The Complainants commissioned SLA for the design of their new residence, and were invoiced for services that were not consistent with their instructions. This had significant consequences for the Complainants. The design presented by SLA was of little value to the Complainants because it did not meet their requirements and was not achievable with their available budget.
- 1.19 While it is true that Ms. Sandrin could potentially have later revised the design in accordance with the Complainants' request, she had all of the information she required to either communicate to the clients that not all of their requests could be accommodated within the design parameter of 2500 square feet, or to seek instructions to expand the scope of the project.
- 1.20 There is no record of her having done either of these things, and this led to the breakdown of the client-architect relationship. This constitutes inadequate client communication.
- 1.21 Finally, there is the issue of the August 8 Email. The August 8 Email was, by its tone and content, unprofessional.
- 1.22 The most commonly-cited test for whether conduct is "unprofessional" or "professional misconduct" was stated in the Law Society case of *Martin, Re*, 2005 LSBC 16. The test is "whether the facts made out disclose a marked departure from the standard expected" of a member of the profession.
- 1.23 The August 8 Email made several condescending personal statements about the Complainants' mental health, following a dispute over services and fees. While the Complainants' correspondence leading up to the August 8 Email could at times be characterized as provocative, the architectural profession expects more from its members in their professional dealings with clients and the public.
- 1.24 The personal statements in the August 8 Email were inappropriate, and Ms. Sandrin's statement that she "felt an obligation to raise her genuine concerns about the Complainants' well-being" is misguided. Ms. Sandrin is not a qualified health professional, and even if she legitimately felt obliged to address what she perceived as the Complainants' mental health issues, an intemperate email demanding payment of fees was not the venue to do so.
- 1.25 This is not to say that architects are not permitted to engage in disagreements, even vigorous disagreements, with clients. However, the expectation is that they do so in a respectful way that focuses on the issue in dispute. The approach taken by Ms. Sandrin in the August 8 Email represents a marked departure from the conduct expected in an architect's dealings with their clients.
- 1.26 In total, the misconduct in this case is moderately serious.

**(b) Character and professional conduct record of the respondent**

- 1.27 Ms. Sandrin is 35 years old. She has been registered as an architect with the AIBC since 2015, having previously been registered as an intern architect since 2007.
- 1.28 Ms. Sandrin has no discipline record with the AIBC.

- 1.29 Although all members of the architectural profession are held to the same standard, a relatively new member of the profession may be less familiar and experienced with the expectations of the profession. In appropriate cases, this may be relevant to the penalty for misconduct.
- 1.30 Additionally, after the investigation Ms. Sandrin stated that during the time the events underlying the Complaint occurred, she was facing significant stress as a new parent of a young child.
- 1.31 In this particular case, given the nature of the misconduct, Ms. Sandrin's limited experience as an architect, the absence of a discipline record, and the additional stress she was experiencing in her personal life are mitigating factors.

**(c) Acknowledgement of the misconduct and remedial action**

- 1.32 During the negotiation of this Agreement, Ms. Sandrin acknowledged her misconduct. Ms. Sandrin previously asserted that she had not conducted herself inappropriately, but that she regretted her comments had upset the Complainants.
- 1.33 Ms. Sandrin has advised that she has amended all of SLA's client-architect agreements to include the required AIBC compliance statement. While this is an appropriate change to make, it represents compliance with a requirement that already existed.
- 1.34 The AIBC is not aware of any acknowledgement or apology made to the Complainants with respect to the unprofessional nature of the August 8 Email.
- 1.35 With respect to the disputed architectural services and invoices, that matter has now been resolved.
- 1.36 Ms. Sandrin is not required to apologize to the Complainants. However, in the absence of any acknowledgment or remedial action, this cannot be considered a significantly mitigating factor.

**(d) Public confidence in the profession, including public confidence in the disciplinary process**

- 1.37 This involves an analysis of whether there is sufficient specific or general deterrence in the proposed disciplinary action, whether the proposed disciplinary action upholds the public's confidence in the AIBC's ability to regulate its members in the public interest, and whether the proposed disciplinary action is appropriate when compared to similar cases.
- 1.38 'Specific deterrence' means deterring the respondent from repeating the conduct in question. In this case, given the seriousness of the conduct, there is a need for specific deterrence.
- 1.39 'General deterrence' is a sentencing objective promoting reduction of improper conduct in the community by the example, message or influence established by the penalty in the present matter.
- 1.40 The proposed penalties in this Agreement will serve to caution architects of the importance of adequate and appropriate communication with clients.
- 1.41 The public has the right to expect that a registered architect will be familiar with the requirements of the *Architects Act*, AIBC Bylaws and council rulings, and will comply with those requirements.

- 1.42 The public also has the right to expect that the AIBC will address instances of misconduct by its members through a process that is fair, proportionate, and consistent.
- 1.43 While no two files are identical, the following AIBC precedents demonstrate the penalties and sanctions that have been imposed in files where similar conduct was at issue. The issues of the inappropriate client-architect agreement, the inadequate communication, and the unprofessional conduct are addressed separately below.

#### **Inappropriate client-architect agreement**

- 1.44 Generally, the use by an architect of a client-architect agreement that does not include the required bylaw compliance statement attracts a modest penalty. Additionally, in this case Ms. Sandrin advises that SLA has made the required corrections to its client-architect agreements.
- 1.45 In AIBC File 04.14, the architect did not use the approved form of client-architect agreement, and the architect failed to inform the client of his insurance status and failed to include the required bylaw compliance statement in the agreement. The complaint was concluded with a consensual resolution in which the architect consented to a reprimand.

#### **Inadequate communication**

- 1.46 In AIBC File 01.13, the architect admitted to failing to employ a suitable client-architect agreement, failing to adequately document site visits, and failing to adequately communicate with his client. The complaint was concluded with a consensual resolution in which the architect consented to a reprimand, and was required to complete the AIBC course “Ethics, Act and Bylaws”.
- 1.47 In AIBC File 04.16, the architect admitted that he failed to communicate with his clients to the extent expected. The project did not proceed in accordance with the clients’ instructions and budget, and the architect failed to adequately communicate these issues. The culpability of the architect was offset to some extent due to health problems. The complaint was concluded with a consensual resolution in which the architect consented to a reprimand, and was required to complete the AIBC course “Ethics, Act and Bylaws”.

#### **Unprofessional conduct**

- 1.48 In AIBC File 17.04, the architectural technologist admitted that he used an incorrect designation and sent correspondence to AIBC staff that represented a marked departure from the standard expected of the architectural profession. The architectural technologist later corrected his designation and apologized for his inappropriate correspondence. The complaint was concluded with a consensual resolution in which the architectural technologist consented to a reprimand, and was required to pay a fine of \$1,000.
- 1.49 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.
- 1.50 Ms. Sandrin’s inadequate communication with her clients is similar to AIBC File 04.16. However, in that case the architect had significant health issues which contributed to his inadequate communication. Further, in Ms. Sandrin’s case, the drawings produced by SLA were so inconsistent

with the agreed-upon design parameters that they had very little value to the Complainants, who did not want and could not afford a home of the size presented. It is also of note that SLA's contact with the Complainants was primarily through Mr. Leung when the Project was being conceived.

- 1.51 Ms. Sandrin's inappropriate communication is somewhat similar to AIBC File 17.04. In that case the respondent was an architectural technologist. While the AIBC Bylaws are clear that the standards apply to all AIBC registrants, the public and the profession expect a higher level of professionalism from architects, proportionate to their professional status. In addition, the respondent in AIBC File 17.04 issued an apology.
- 1.52 In total, Ms. Sandrin's combined misconduct is more serious than the cases above. It therefore attracts a more serious penalty. However, in light of Ms. Sandrin's relative inexperience and the other mitigating factors stated in this Agreement, the penalty is less punitive and more remedial than it otherwise might be.
- 1.53 Ms. Sandrin and the AIBC submit that, based on the cases above, and upon a careful review of the consolidated *Ogilvie* Factors, the proposed penalty is fair and consistent with the range of sanctions that have been imposed for similar conduct in the past.

## 2.0 PUBLICATION

- 2.1 This Agreement will be published as required by AIBC Bylaw 36.20, including website publication for a period of six months and distribution to members and other registrants of the AIBC.
- 2.2 Publication helps fulfill the important transparency expectation that the public has of professional regulators and enhances the public's confidence in the integrity of the profession as a self-regulated entity. Publication to members and other registrants acts as a further deterrent and as an educational message with respect to ethical and professional conduct matters.

## 3.0 ACKNOWLEDGEMENT

**This Schedule may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.**

Ms. Sandrin acknowledges that she has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Schedule and has taken such advice or freely elected not to do so.

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*The facts and terms of this Schedule – Reasons for Penalty to Consensual Resolution Agreement are acknowledged and agreed to by Ana Sandrin Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.*

*For further information on the AIBC's consensual resolution process, please contact Meagan Sands, Paralegal, Professional Conduct and Illegal Practice at [msands@aicbc.ca](mailto:msands@aicbc.ca).*