



ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

IN THE MATTER OF THE *PROFESSIONAL GOVERNANCE ACT*  
S.B.C. 2018, C. 47

AND

IN THE MATTER OF A CONSENT ORDER BETWEEN:

MICHAEL TING HO CHEUNG ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

## CONSENT ORDER

The *Professional Governance Act* (“PGA”) authorizes the AIBC to propose resolution by consent order on matters that may otherwise be dealt with at a discipline hearing. Section 73 of the PGA and current AIBC Bylaws 7.16 through 7.20 provide the specific processes and procedures by which the AIBC and a registrant may reach agreement.

## 1.0 BACKGROUND AND AGREED FACTS

- 1.1 The parties agree that the relevant facts and circumstances leading to the investigation and this consent order (the “Order”) are set out below.

### A. Overview

- 1.2 Between October 2022 and March 2023, the AIBC’s Investigations Committee (the “Committee”) conducted an investigation into a complaint about Michael Ting Ho Cheung Architect AIBC, with respect to the provision of architectural services for multiple proposed projects in British Columbia (collectively the “Projects”).
- 1.3 On February 10, 2023, the AIBC transitioned to the authority of the PGA, which replaced the repealed *Architects Act*, R.S.B.C. 1996, c. 17 (the “*Act*”). While the former *Act* and the former AIBC Bylaws (effective March 25, 2021) made under the *Act* are no longer in force, the *Architects Regulation* permits their continuance in cases where complaints and investigations were initiated before the transition, such as in this matter.
- 1.4 Following its investigation, the Committee recommended the matter proceed to a disciplinary inquiry for consideration of whether Mr. Cheung breached certain sections of the repealed *Act*, the AIBC Bylaws made under the *Act*, and the applicable council rulings in the Code of Ethics and Professional Conduct effective March 25, 2021 (the “Code of Ethics”).
- 1.5 Following this determination, the Committee exhausted its powers and function under the repealed *Act*.
- 1.6 The file was then referred to the newly-established PGA Investigation Committee which followed the discipline process prescribed under the PGA and the current AIBC Bylaws.
- 1.7 The PGA Investigation Committee has broader powers and functions than the previous Committee, including determining discipline resolutions that were not available under the *Act*.
- 1.8 Following a review of the file, the PGA Investigation Committee proposed this Order as a resolution to the matter.
- 1.9 Mr. Cheung was made aware that this matter would be referred to the PGA Investigation Committee and follow the discipline process under the PGA and current AIBC Bylaws.

### B. Michael Ting Ho Cheung

- 1.10 Mr. Cheung was first registered as an architect with the AIBC on June 6, 2010, and has maintained his registration since that time.
- 1.11 At all relevant times, Mr. Cheung practised architecture through Esatto Architecture Ltd. (“Esatto”), a corporation in which he was the principal and the sole registered architect. Esatto held an AIBC Certificate of Practice from June 2, 2020, until November 9, 2022, when it became an inactive Firm.

- 1.12 Mr. Cheung currently practises architecture through Spectra Design Architecture Ltd., (“Spectra”) and Opulence Architecture Inc., (“Opulence” and together the “Firms”), corporations that each hold an AIBC Certificate of Practice issued in January 2011, and June 2022, respectively. Mr. Cheung is the sole owner of both architectural Firms.
- 1.13 Spectra owned 51% of Esatto’s shares and the remainder was owned by the complainant’s development company.

### **C. The Complaint**

- 1.14 In August 2022, the AIBC received a complaint about Mr. Cheung from his business associate at Esatto, who is not an AIBC Registrant (the “Complainant”).
- 1.15 The Complainant alleged that while working for and receiving a salary from Esatto, Mr. Cheung provided architectural services on six projects for Esatto's clients through his other Firms and received payment from the projects’ clients. It was further alleged that Mr. Cheung did this without making full disclosure and receiving agreement from all parties, in breach of his contractual agreement with Esatto and the AIBC Bylaws.
- 1.16 The complaint was provided to Mr. Cheung for his response, and the Committee initiated an investigation.

### **D. The Investigation/Agreed Facts**

- 1.17 The investigation involved a review of the material submitted by the Complainant and Mr. Cheung in response to the complaint and subsequent questions asked by the Committee. The Complainant and Mr. Cheung also, separately, attended interviews with the Committee.
- 1.18 The facts in paragraphs 1.19 – 1.29 below are based on materials reviewed during the investigation and agreed to by Mr. Cheung and the PGA Investigation Committee.
- 1.19 In response to the complaint, Mr. Cheung stated that his business relationship with Esatto and the Complainant had ended acrimoniously, and that the allegations were baseless. He stated that clients for three projects referenced in the complaint retained Esatto for feasibility study and rezoning inquiry and either did not have executed client-architect agreements, the services had been completed, or the clients had terminated services.
- 1.20 Mr. Cheung further stated that he had not received payment on the projects from anyone other than Esatto and noted the Complainant had failed to provide copies of the client-architect agreements for the projects.
- 1.21 The Complainant did not provide the Committee with executed copies of client-architect agreements for all the projects as requested. The Complainant did not provide documents to support the allegation that while being paid by Esatto, Mr. Cheung had also received compensation from projects’ clients, or that he had provided architectural services on the projects through his Firms.

- 1.22 Mr. Cheung provided a fully executed standard form contract for one of the projects and copies of email proposal letters for two projects that had not been properly executed and which did not include the required professional liability insurance or compliance clauses, nor were these required elements provided in writing to the clients by other means.
- 1.23 Mr. Cheung stated that Esatto had been engaged on three projects for feasibility and rezoning work and provided the Committee with copies of invoices for work he conducted. These invoices revealed that architectural services were rendered and charged through Esatto, and that payment was made to Esatto.
- 1.24 In response to the Committee's request for documents showing the scope of architectural services he provided on the three projects; Mr. Cheung stated the projects did not have "valid" client-architect agreements.
- 1.25 During his interview with the Committee, Mr. Cheung admitted that Esatto did not have signed client-architect agreements for two projects since it was only engaged to provide feasibility studies and rezoning inquiry packages. He further stated that because these were not mandatory basic services under AIBC regulations, he had only provided a brief letter outlining the scope of services and deliverables to the clients on these projects. He further stated that although he provided architectural services, a project relationship did not exist with a client in a feasibility study.
- 1.26 Mr. Cheung also stated in his interview that while at Esatto, he was responsible for proposing services to clients and drafting fee proposals for all projects under Esatto's name, without his Firms' involvement.
- 1.27 He stated that the services provided on the three projects included testing the project site against the authority having jurisdiction's legislation and maximizing the site's potential for the client by applying his expertise, culminating in a deliverable package of schematic design, general diagrams and a massing schedule. He was the project leader and had staff to assist him with other productions, such as site context research and some renderings.
- 1.28 Mr. Cheung stated the Complainant's work was dedicated to office administration and promoting construction and development services to Esatto's clients. He also stated the Complainant wanted to participate in architectural coordination meetings with clients where he attempted to offer construction services, which created confusion since the clients were only interested in architectural services.
- 1.29 In May 2022, Mr. Cheung resigned from Esatto because of a disparity between his and the Complainant's understanding of the practice and management of the business. Mr. Cheung stated the Complainant asked him to sign a termination agreement that required him to provide two more years of professional services, which he refused to sign. Following his refusal, Mr. Cheung stated his professional relationship with the Complainant further deteriorated, which resulted in this complaint.
- 1.30 Following its review of the material gathered during the investigation, the Committee determined that while all complaint allegations for the six projects listed had not been supported, there were

grounds to refer this matter to discipline. In doing so, it effectively exhausted its powers and function under the *Act*.

- 1.31 The matter, now in the discipline stage, was referred to the PGA Investigation Committee for consideration.
- 1.32 Following a review of the file, the PGA Investigation Committee proposed this Order as a resolution to the matter.

#### **E. Relevant Professional Standards**

- 1.33 Under the former *Act* the AIBC Bylaws established the underlying principles, values, standards and rules of behaviour for registrants. These Bylaws were supplemented by council rulings which were binding rules that elaborated on the Bylaws' fundamental statements.
- 1.34 AIBC Bylaws 28.0, 28.1, and 34.10 and council ruling (b) are relevant to the complaint about Mr. Cheung.
- 1.35 The relevant AIBC Bylaws in the Code of Ethics state:

**Bylaw 28.0** An architect is not permitted to provide architectural services to a client until the following conditions are satisfied:

- (a) All terms and conditions of engagement have been confirmed in a written architectural services contract with the client, executed by the parties; and
- (b) The client has been advised in writing:
  - (i) whether professional liability insurance is in place in relation to the architectural services to be provided for the commission;
  - (ii) that the professional liability insurance policy in (i) is available for review by the client upon request; and
  - (iii) that the contract "is in compliance with AIBC Bylaws, including the Code of Ethics and Professional Conduct."

**Bylaw 28.1** The architectural services contract required under Bylaw 28.0 must be a standard form contract approved by council, or be based upon and substantially conforming in all material respects to such standard contract in relation to services, responsibilities and general conditions.

**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.

- (b) Prior to being retained, an architect is not permitted to provide solutions, suggestions, ideas or evidence of same (in any format) which have value to the client or upon which the client might be expected to rely.

## 2.0 ADMISSIONS

- 2.1 Considering the facts agreed to above, Michael Ting Ho Cheung acknowledges and admits that he contravened AIBC Bylaws 28.0, 28.1, and 34.10 and council ruling (b), by providing architectural services to clients on certain projects without a written and executed architectural services contract.

## 3.0 PENALTY ORDER

- 3.1 The following penalty and terms have been agreed upon by Michael Ting Ho Cheung and the AIBC:
- 3.1.1 A reprimand will be recorded against Michael Ting Ho Cheung Architect AIBC;
  - 3.1.2 Mr. Cheung is required to pay a fine in the amount of \$3,500 to the AIBC, within 30 days after this Order has been executed; and
  - 3.1.3 If not already completed since March 11, 2024, Mr. Cheung is required to attend and complete the AIBC's "Professional Practice Standards and Ethics" online course at his expense, within 90 days after this Order has been executed, and provide a certificate of completion. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Cheung, if he is unable to complete the course by the prescribed date due to extenuating circumstances.
- 3.2 Mr. Cheung acknowledges and agrees that failure to complete the requirement in paragraphs 3.1.2 within the time specified will result in his suspension from the register of the AIBC.
- 3.3 Mr. Cheung acknowledges and agrees that if he is suspended from the register for failure to complete any of the requirements of this Order, he must do the following within 10 days of being advised in writing by the AIBC of his suspension from the register:
- 3.3.1 Return his professional seal to the AIBC, and if applicable, his digital seal as required by his agreement with Notarius, the Canadian company authorized to issue digital seals to British Columbia architects;
  - 3.3.2 Return his certificate of practices for Spectra and Opulence to the AIBC;
  - 3.3.3 Return any project site signs which identified him and both Spectra and Opulence, if these firms have no other employed registered architect;
  - 3.3.4 Provide the AIBC with a letter of undertaking confirming that he has:
    - a) concluded all architectural business operations under both Spectra's and Opulence's certificates of practice if these firms have no other employed registered architect;
    - b) assigned, with client consent, any ongoing projects under his name to another architect or architectural firm holding a current certificate of practice. In this portion of the undertaking letter, Mr. Cheung is to provide the project owner's name, project name and location and the name of the architect or 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 his or Spectra's and Opulence'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; and
  - d) confirmed that he will not refer to himself as an architect and that he will not practise architecture or offer to provide architectural services as defined by the PGA and the *Architects Regulation*, until such time as he has been returned to the AIBC register.
- 3.4 Mr. Cheung acknowledges and agrees that if he is suspended from the register for failure to complete the requirements of this Order, or if he resigns from the register prior to completing all requirements, he may not apply for reinstatement until he has done so. Upon completion of all outstanding requirements, he may apply for reinstatement and will be subject to all applicable fees and requirements for reinstatement.

#### 4.0 COSTS

- 4.1 Mr. Cheung agrees to pay costs for this consent order, fixed at an amount of \$2,000, payable to the AIBC within 30 days after this Order has been executed.
- 4.2 The parties acknowledge that costs are not intended as a punitive measure reflecting the conduct that is the subject of this Order. The assessment of costs against Mr. Cheung is an acknowledgement of the AIBC's partial costs resulting from the consent order process and is separate from the agreed-upon penalty.
- 4.3 The parties have referred to the AIBC Bylaws: Schedule S: Costs Administrative Guidelines in agreeing on the amount of costs.

#### 5.0 PUBLICATION

- 5.1 This Order, including the attached penalty schedule, must be published by the AIBC on its website, pursuant to Section 73 of the PGA and current Bylaw 8.15, and distributed to all registrants of the AIBC, in a manner that the AIBC deems fit in the public interest.
- 5.2 An explanatory notation of and/or a link to this Order will also be included in the AIBC register pursuant to Bylaw 8.5.8.
- 5.3 In the event Mr. Cheung is suspended from the register for non-compliance with this Order, the AIBC will notify the public, registrants, and other interested parties where appropriate.

## 6.0 ACKNOWLEDGEMENT

**This Order 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.**

Michael Ting Ho Cheung Architect AIBC acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Order and has taken such advice or freely elected not to do so.

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*The facts and terms of this Consent Order are acknowledged and agreed to by Michael Ting Ho Cheung Architect AIBC and the Investigation Committee. The Order was signed on December 6, 2024.*

## SCHEDULE – REASONS FOR PENALTY

### TO

### CONSENT ORDER

### BETWEEN

MICHAEL TING HO CHEUNG ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

#### 1.0 REASONS FOR PENALTY

- 1.1 Michael Ting Ho Cheung Architect AIBC 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 Pursuant to Section 73 of the PGA, the PGA Investigation Committee may, before the commencement of the discipline hearing, propose, in writing, to the person who is the subject of an investigation that a consent order be made for the voluntary resolution of one or more matters that may otherwise be dealt with at the discipline hearing. Under current Bylaw 7.17, the PGA Investigation Committee makes a final determination as to whether all terms of the consent order have been satisfied.
- 1.3 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 discipline 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.

[Emphasis added]

- 1.4 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.
- 1.5 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...
- 1.6 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 discipline matters.

## **B. *Ogilvie* Factors**

- 1.7 In determining an appropriate penalty, professional regulatory bodies in British Columbia 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”).
- 1.8 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 [or admitted];
  - (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.
- 1.9 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.
- 1.10 The panel in *Dent* consolidated the *Ogilvie* Factors into four broad categories:
- (a) Nature, gravity and consequences of conduct;
  - (b) Character and professional conduct record of the respondent;
  - (c) Acknowledgment of the misconduct and remedial action; and
  - (d) Public confidence in the profession, including public confidence in the disciplinary process.
- 1.11 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 returned to the full *Ogilvie* analysis in a case that was “very difficult” [and] “unlike any previous discipline hearing”: *Sabota (Re)*, 2017 LSBC 18.
- 1.12 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**

- 1.13 Mr. Cheung provided architectural services on some projects prior to having a client-architect agreement. This meant that the required professional liability insurance and compliance statements clauses were not conveyed to the clients as required.
- 1.14 This conduct is reasonably serious in nature. The AIBC Bylaws clearly express the requirement for a client-architect agreement and the AIBC, the profession, and the public, expect compliance with this requirement.
- 1.15 There is considerable risk to both parties in proceeding without a formal client-architect agreement, regardless of the nature of the architectural services that are being provided.
- 1.16 As an experienced architect, there is an expectation that Mr. Cheung should have been fully informed about the professional standards and bylaw requirements regarding the fundamental aspects of providing architectural services.

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

- 1.17 Mr. Cheung is 49 years old. He has been registered as an architect with the AIBC since June 6, 2010.
- 1.18 Mr. Cheung has the following discipline history with the AIBC:
- a) on December 7, 2023, a Consensual Resolution Agreement was approved for Mr. Cheung in which he admitted breaching section 77(1) of the *Act*, former AIBC Bylaw 34.2, and the professional guidance in AIBC Bulletin 61 for failing to apply his seal, signature and date to a project's rezoning application that was submitted to a local authority. Additionally, Mr. Cheung admitted he contravened former AIBC Bylaw 30.1 by failing to exercise the care and competence expected of an architect in British Columbia when he used documentation prepared by the original architectural firm, without their authorization, in support of a rezoning application for a project, and former AIBC Bylaw 32.2 and council ruling (b) and the professional guidance in AIBC Bulletin 44 by failing to provide project credit to the original architectural firm in the project's rezoning application materials which he submitted to the local authority.
- 1.19 Although Mr. Cheung's discipline history relates to issues that are different from those in this file, it is still an aggravating factor.

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

- 1.20 Mr. Cheung has been cooperative and candid in the course of the investigation and forthcoming with information.
- 1.21 After the complaint was brought to Mr. Cheung's attention, it became apparent that he mistakenly understood and inaccurately believed that feasibility studies and rezoning were not mandatory basic services under AIBC regulations requiring a formal client-architect agreement.
- 1.22 Mr. Cheung's admission indicates that he has recognized his misconduct. This acknowledgment suggests that the concerns arising in this matter have been brought to his attention in a meaningful way and he has corrected his understanding of practice.
- 1.23 His acknowledgment and agreement to this resolution are a mitigating factor.

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

- 1.24 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.
- 1.25 'Specific deterrence' means deterring the respondent from repeating the conduct in question. In this case, Mr. Cheung has engaged in a meaningful exchange with the AIBC to gain an understanding of the issues resulting in this Order; and the parties are of the view that the combination of the

investigation and discipline process, and the penalty, should deter Mr. Cheung from non-compliance in the future.

- 1.26 '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. The proposed penalties in this Order will serve to caution and remind registrants of the importance to not proceed in providing architectural services until the terms and conditions of engagement have been confirmed in a written architectural services contract in compliance with current regulatory professional standards.
- 1.27 The public has the right to expect that registrants will know and comply with all applicable professional standards. The public also has the right to expect that the AIBC will address instances of misconduct by its registrants through a process that is fair, proportionate, and consistent.
- 1.28 While no two files are identical, the following AIBC precedent demonstrates the penalties and sanctions that have been imposed in a file where similar conduct was at issue. The files which are most similar to the one at hand are summarized below.

*Providing Services Without a Client-Architect Contract*

- 1.29 In File 22.65, the architect provided architectural services without executing a written client-architect agreement, failed to apply his seal on issued for rezoning and development permit drawings submitted to an authority having jurisdiction design panel and applied an electronic image of his seal to drawings for a project. The architect did not have a previous professional conduct record, acknowledged his errors, and was cooperative and candid in the course of the investigation. The matter was resolved by consent order with the following penalty: a reprimand, and \$3,500 fine, and completion of the AIBC's 'Professional Practice Standards and Ethics' course.
- 1.30 In File 20.19, the architect provided architectural services prior to being retained though a proper written agreement executed prior to commencing services; failed to provide written notification to the client as to whether or not professional liability insurance was held and under what terms; and failed to provide the required compliance statement about AIBC Bylaws. The architect did not have a previous professional conduct record, acknowledged his failure, and was cooperative and candid in the course of the investigation. The complaint was resolved by consensual resolution agreement with the following penalty: a reprimand, and \$1,000 fine.
- 1.31 In File 18.02, the architect provided architectural services without having confirmed the terms and conditions of engagement in a written client-architect agreement; applied his seal to drawings bearing the title block of an entity that does not hold a certificate of practice; failed to apply his seal with the correct date to drawings that were revised by him or under his supervision, direction and control; and applied, or allowed to be applied, an image of his seal to drawings prepared by him or under his supervision, direction or control. The matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$2,500 fine, and completion of the AIBC's 'Ethics, Act and Bylaws' course.

- 1.32 In the above files, each architect provided architectural services on a single project without a client-architect contract, whereas, in this case, Mr. Cheung admitted that he did not have a client-architect contract in place for two projects. Additionally, Mr. Cheung has prior discipline history. These distinguishing factors warrant a higher penalty in Mr. Cheung's matter from those in the precedent cases.
- 1.33 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.
- 1.34 Mr. Cheung and the AIBC submit that, based on the cases above, and upon 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 Order will be published as required by the PGA and the current AIBC Bylaws, including website publication, distribution to registrants of the AIBC, and inclusion on the register.
- 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 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.**

Michael Ting Ho Cheung Architect AIBC acknowledges that he 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 Consent Order are acknowledged and agreed to by Michael Ting Ho Cheung Architect AIBC and the Investigation Committee.*

*For further information on the AIBC's discipline process, please contact the Professional Conduct and Illegal Practice department at [complaints@aibc.ca](mailto:complaints@aibc.ca).*