



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 REPRIMAND OR REMEDIAL ACTION BY CONSENT
BETWEEN:

DAVID C. BATTERSBY ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

REPRIMAND OR REMEDIAL ACTION BY CONSENT

The *Professional Governance Act* (“PGA”) authorizes the AIBC to propose resolution by reprimand or remedial action by consent on matters that may otherwise be dealt with at a Discipline Hearing. Section 72 of the PGA and AIBC Bylaws 7.1 through 7.5 provide the specific processes and procedures by which the AIBC and a Registrant may reach agreement.

1.0 BACKGROUND

- 1.1 The AIBC Investigation Committee (the “Committee”) initiated an investigation into a Complaint regarding David C. Battersby Architect AIBC’s disclosure obligations in relation to a residential interior renovation in Vancouver, BC (the “Project”).
- 1.2 Mr. Battersby was providing architectural services for the Project through his Architectural Firm, BattersbyHowat Architects Inc. (“BattersbyHowat”), while simultaneously acting as the contractor through his company, Aethos Construction Ltd. (“Aethos”), without disclosing in writing such status to all of the Project’s authorities and contracting parties; and receiving and recording written acknowledgement of such disclosure.
- 1.3 Instead, Mr. Battersby provided the Clients with verbal disclosure of his role in Aethos, and the Clients acknowledged their awareness of the affiliation between BattersbyHowat and Aethos.
- 1.4 The building permit application material for the Project submitted to the authority having jurisdiction identified BattersbyHowat as the Architect, and Mr. Battersby was listed as the contact person for Aethos.
- 1.5 The Committee considered the information obtained in the investigation and, pursuant to Section 72 of the PGA and AIBC Bylaw 6.14.2, proposed that the matter be resolved by the terms of this reprimand or remedial action by consent (the “RRAC”).

2.0 AGREED FACTS

- 2.1 The parties agree that:
 - 2.1.1 at all material times, Mr. Battersby was registered as an Architect with the AIBC;
 - 2.1.2 Mr. Battersby failed to disclose, in writing, his status as the Architect and contractor for the Project to all relevant authorities and contracting parties. As a result, he also failed to obtain written acknowledgment of such disclosure; and
 - 2.1.3 the actions are contrary to Professional Standard 9.4 (a) and (b) in the AIBC Bylaws - Schedule A: Code of Ethics and Professional Conduct, which state:
 - 9.4 A Registrant who is a Project's owner or contractor and providing professional services to such Project must:
 - (a) disclose in writing such status to all of the Project's authorities and contracting parties;
 - (b) receive and record written acknowledgement of such disclosure; and
 - ...

3.0 DISPOSITION / UNDERTAKINGS

3.1 The Committee has proposed, and David C. Battersby Architect AIBC has agreed, to:

3.1.1 consent to a reprimand; and

3.1.2 undertake not to repeat the conduct to which this matter relates, specifically that when acting as project owner or contractor while providing architectural services to the same project, he will disclose his status in writing to all relevant authorities and contracting parties, and he will make reasonable efforts to obtain and document written acknowledgment of such disclosure.

3.2 Mr. Battersby acknowledges and agrees that if he fails to complete the requirement in paragraph 3.1.2 above the Committee may direct the issuance of a Citation to a Discipline Hearing regarding the matter, pursuant to Section 72(3) of the PGA.

4.0 COSTS

4.1 Mr. Battersby agrees to pay Costs for this RRAC, fixed at an amount of \$1,000, payable to the AIBC within 30 days after this RRAC has been executed.

4.2 Mr. Battersby acknowledges and agrees that failure to complete the requirement in paragraph 4.1 above within the time specified will result in his registration not being in Good Standing which is required for registration processes and certain regulatory activities.

4.3 The parties acknowledge that Costs are not intended as a punitive measure reflecting the conduct that is the subject of this RRAC. The assessment of Costs is an acknowledgement of the AIBC's partial Costs resulting from the RRAC process.

4.4 The parties have referred to the AIBC Bylaws: Schedule S: Administrative Guidelines for Costs in agreeing on the amount of Costs.

5.0 PUBLICATION

5.1 This RRAC must be Published by the AIBC on its website, pursuant to Section 82 of the PGA and AIBC Bylaws 7.3 and 8.12, 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 RRAC will also be included in the AIBC register pursuant to AIBC Bylaw 8.5.8.

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6.0 ACKNOWLEDGEMENT

This RRAC 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.

David C. Battersby 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 RRAC and has taken such advice or freely elected not to do so.

The facts and disposition/undertakings of this RRAC are acknowledged and agreed to by David C. Battersby Architect AIBC and the Investigation Committee. The RRAC was signed on June 24, 2025.