



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:

MARK AQUILON 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 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.

1.2 Capitalized terms not defined in the Order have the same meaning as in the AIBC Bylaws.

### A. Overview

1.3 The AIBC received a Complaint about Mark Aquilon Architect AIBC concerning his professional conduct while providing architectural services for a multi-family apartment building in Kelowna, BC (the “Project”).

1.4 The Investigation Committee (the “Committee”) reviewed and considered the Complaint material and Mr. Aquilon’s response and initiated an investigation in accordance with AIBC Bylaw 6.12.1.

1.5 Following its review of the Final Investigation Report, the Committee determined that the concerns identified warranted discipline and proposed this Order as a resolution to the matter.

### B. Mark Aquilon

1.6 Mr. Aquilon was first registered as an Architect with the AIBC on October 10, 2018, and has maintained his registration since that time.

1.7 Mr. Aquilon practises architecture through MGA Architecture Inc. (the “Firm”), a corporation that has held a Certificate of Practice since March 2019.

1.8 Mr. Aquilon is the sole shareholder of the Firm.

### C. The Complaint

1.9 In September 2023, the AIBC received a Complaint from the predecessor Architect retained on the Project (the “Complainant”). The Complainant alleged that Mr. Aquilon failed to comply with his obligations to inform them that he had been approached and retained as the successor Architect for the Project.

1.10 The Complaint was provided to Mr. Aquilon for response on October 6, 2023.

### D. The Investigation/Agreed Facts

1.11 The investigation involved a review of the material submitted by the Complainant and Mr. Aquilon’s response to the Complaint, as well as his responses to subsequent questions and requests for information. The Complainant and Mr. Aquilon also separately attended interviews.

1.12 The facts in paragraphs 1.13 – 1.25 below are based on materials reviewed during the investigation and agreed to by Mr. Aquilon and the Committee.

- 1.13 Mr. Aquilon was part-owner and principal Architect at the Complainant's Firm from November 2018 until his departure in February 2023.
- 1.14 While employed at the Complainant's Firm, Mr. Aquilon led the Project and maintained direct communications with the Client between May 31, 2021, and October 2022.
- 1.15 Shortly after learning about his departure, the Client approached Mr. Aquilon and expressed dissatisfaction with the quality of work being provided by the Complainant's Firm and asked him to take over the Project, which Mr. Aquilon declined to do.
- 1.16 On August 31, 2023, via email, the Client informed the Complainant that their services were being terminated effective immediately.
- 1.17 On the same date, the Client informed Mr. Aquilon that the Complainant's Firm had been dismissed from the Project and forwarded a copy of the email providing notice of termination.
- 1.18 On September 1, 2023, the Client requested a site meeting with Mr. Aquilon, which he attended. At this meeting, the Client advised Mr. Aquilon that they intended to settle any outstanding invoices with the Complainant's Firm. Mr. Aquilon told the Client to send a second notice of termination, which the Client did on September 6, 2023.
- 1.19 On September 7, 2023, Mr. Aquilon emailed the Project consultants, requesting Project information and confirmed his appointment as the new Architect for the Project.
- 1.20 On September 10, 2023, Mr. Aquilon was retained for the Project and entered into an AIBC Document 6C Client–Architect Contract.
- 1.21 Mr. Aquilon acknowledged that he did not provide written notice to the Complainant prior to being retained by the Client.
- 1.22 On January 18, 2024, the Complainant informed the AIBC that he wished to withdraw his Complaint. He stated that he was initially distressed by the Client's "duplicity and lack of transparency," and believed Mr. Aquilon to be complicit but later realized the Client had acted independently.
- 1.23 During his interview, Mr. Aquilon admitted that he did not notify the Complainant in writing that he was taking over the Project, erroneously believing that the termination notices provided by the Client to the Complainant were sufficient. Mr. Aquilon confirmed that, in an effort to become better informed, he attended the AIBC consultation session on the proposed amendments to the Professional Standards related to project takeovers.
- 1.24 On October 1, 2023, Mr. Aquilon provided written notice to the Complainant confirming that he was taking over the Project.
- 1.25 Mr. Aquilon did not provide documentation to demonstrate that a certificate of insurance was made available for the Client's review or had already been provided in relation to the Project. Mr. Aquilon stated the Client had been provided a copy of his insurance policies with respect to a different project.

1.26 Following its review and consideration of the Final Investigation Report and the response from Mr. Aquilon’s counsel, the Committee proposed this Order as a resolution to the matter.

**E. Relevant Professional Standards**

1.27 Under the PGA, the Professional Standards in the AIBC Bylaws Schedule A: Code of Ethics and Professional Conduct (“Code of Ethics”) establish the underlying principles, values, standards, and rules of behaviour for Registrants.

1.28 Professional Standards 5.1(b)(ii) and 5.10 in the Code of Ethics, effective February 10, 2023, are relevant to the Complaint about Mr. Aquilon, which state as follows:

5.1 Registrants are not permitted to provide architectural services to a Client until the following conditions are satisfied:

...

(b) The Client has been advised in writing:

...

(ii) that the certificate of insurance for the professional liability insurance policy in (i) is available for review by the client upon request, or has been provided.

*A Client is entitled to be notified of the fundamental insurance coverage a Registrant carries for the contracted services. As required by Schedule M: Council Rules for the Professional Liability Insurance (PLI), a certificate of insurance must include at least the following information:*

- *The name of the certificate of practice holder as registered with the AIBC as an insured entity;*
- *The minimum per claim amount and the aggregate amount;*
- *The effective and expiry coverage dates; and*
- *A statement that the PLI coverage has no restrictions to impact the minimum coverage thresholds, which would need to draw down from the same aggregate amount.*

5.10 An Architect, on being either approached or instructed to proceed with services for which the Architect knows or can ascertain by reasonable inquiry that another Architect is or has been engaged by the same Client, must notify the other Architect in writing of that fact.

*The ethical responsibility for notifying a previously engaged Architect lies with the new Architect and cannot be delegated to the Client. Upon notifying the previous Architect in writing, the new Architect is under no obligation to delay acquiring the commission until the first Architect’s fee has been paid.*

*This Professional Standard requires the termination, but not necessarily the financial resolution, of the predecessor Architect’s services prior to a successor Architect making a proposal or being interviewed for, or accepting, a Project commission.*

## 2.0 ADMISSIONS

- 2.1 Considering the facts agreed to above, Mr. Aquilon acknowledges and admits that he contravened:
- 2.1.1 Professional Standard 5.1(b)(ii) by providing architectural services to the Client without advising the Client in writing that the certificate of insurance for the professional liability insurance policy was available for review upon request, or has been provided; and
  - 2.1.2 Professional Standard 5.10 by failing to notify the predecessor Architect in writing upon being approached or instructed to undertake services for the Project.

## 3.0 PENALTY ORDER

- 3.1 The following penalty and terms have been agreed upon by Mr. Aquilon and the AIBC:
- 3.1.1 a reprimand will be recorded against Mark Aquilon Architect AIBC;
  - 3.1.2 Mr. Aquilon is required to pay a fine in the amount of \$5,000.00 to the AIBC, within 90 days after this Order has been executed. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Aquilon, if he is unable to make payment by the prescribed date due to extenuating circumstances;
  - 3.1.3 Mr. Aquilon 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. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Aquilon, if he is unable to complete the course by the prescribed date due to extenuating circumstances; and
  - 3.1.4 Mr. Aquilon is required to attend and complete the AIBC's "Mandatory Firm Registrants Course" at his expense, within 90 days after this Order has been executed. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Aquilon, if he is unable to complete the course by the prescribed date due to extenuating circumstances.
- 3.2 Mr. Aquilon acknowledges and agrees that failure to complete the requirements in paragraphs 3.1.2 to 3.1.4 above within the time specified will result in his suspension from the register of the AIBC.
- 3.3 Mr. Aquilon 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 Columbian Architects;
  - 3.3.2 return MGA Architecture Inc.'s Certificate of Practice to the AIBC;
  - 3.3.3 return any project site signs under MGA Architecture Inc. to the AIBC; and

- 3.3.4 provide the AIBC with a letter of undertaking confirming that he has:
- a) concluded all architectural business operations through MGA Architecture Inc.;
  - 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. Aquilon 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 MGA Architecture Inc.'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. Aquilon 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. Aquilon agrees to pay costs for this Order, fixed at an amount of \$2,000.00, payable to the AIBC within 30 days after this Order has been executed.

4.2 Mr. Aquilon acknowledges and agrees that failure to complete the requirement in paragraph 4.1 above within the time specified will result in his suspension from the register of the AIBC.

4.3 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. Aquilon is an acknowledgement of the AIBC's partial Costs resulting from the Order process and is separate from the agreed-upon penalty.

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 Order, including the attached penalty schedule, must be published by the AIBC on its website, pursuant to Section 82 of the PGA and Bylaw 8.15 and 8.29, 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. Aquilon 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.**

Mark Aquilon 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 Mark Aquilon Architect AIBC and the Investigation Committee. The Order was signed on November 28, 2025.*

## SCHEDULE – REASONS FOR PENALTY

TO

CONSENT ORDER

BETWEEN

MARK AQUILON ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

### 1.0 REASONS FOR PENALTY

1.1 Mark Aquilon 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 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 Bylaw 7.17, the 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 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.

[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 disciplinary 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 The duty of an Architect to notify a previously engaged Architect, upon being approached or instructed to proceed with services for which the Architect knows or can ascertain by reasonable inquiry that another Architect is or has been engaged by the same Client, is a fundamental conduct expectation and a matter of professional courtesy.
- 1.14 In response to the Complaint and during his interview, Mr. Aquilon acknowledged that he did not provide written notice to the Complainant, the predecessor Architect, regarding his engagement by the Client. He mistakenly believed that this was not required because he had previously worked on the Project while employed at the Complainant's Firm and thought the Client's direct notice of termination to the Complainant was sufficient. Mr. Aquilon's actions and responses reveal that he did not fully consider or adhere to the specific notification requirements set out in the Professional Standards.

- 1.15 Mr. Aquilon's written notice to the Complainant on October 1, 2023, several weeks after being retained for the Project on September 10, 2023, did not satisfy the intent or spirit of the Professional Standard.
- 1.16 Mr. Aquilon also began working on the Project without providing the Client with written confirmation that the certificate of insurance specific to this engagement was either available for review or had been provided. Mr. Aquilon's response that the Client had previously received a copy of his insurance policy for a different project, is inadequate.
- 1.17 The requirements for both project takeover and notice of professional liability to clients on projects are clearly outlined as Professional Standards in the Code of Ethics and must be fulfilled prior to the provision of any architectural services. Compliance with these obligations is expected by the AIBC, the profession, and the public, as they are designed to protect the public interest.
- 1.18 Overall, the concerns arising from the investigation and admissions made by Mr. Aquilon are of a moderately serious nature.

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

- 1.19 Mr. Aquilon is 61 years old. He has been registered as an Architect with the AIBC since October 10, 2018.
- 1.20 Mr. Aquilon does not have a professional conduct record with the AIBC, which is a neutral factor.

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

- 1.21 Mr. Aquilon has been cooperative during the investigation and forthcoming with information.
- 1.22 Mr. Aquilon acknowledged that he did not provide written notice to the Complainant when he was approached by the Client. He has also taken voluntary and independent remedial steps by attending an AIBC consultation session on Professional Standards related to project takeovers.
- 1.23 Mr. Aquilon admission and involvement in the discipline resolution process demonstrate an awareness of his professional misconduct. This acknowledgment suggests that the concerns arising in this matter have been brought to his attention in a meaningful way.
- 1.24 Mr. Aquilon's acknowledgment and participation in the Order process and voluntary remedial action are mitigating factors.

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

- 1.25 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.

- 1.26 ‘Specific deterrence’ means deterring the respondent from repeating the conduct in question. In this case, Mr. Aquilon 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. Aquilon from non-compliance with his professional obligations in the future.
- 1.27 ‘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 of compliance with the PGA and the AIBC Bylaws.
- 1.28 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.
- 1.29 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.

*Failure to provide notification to predecessor Architect*

- 1.30 In File 20.18, the Architect failed to provide a previously engaged Architect with written notice when being approached by the same Client to provide architectural services for the project. Additional charges included the fee proposal and Client-Architect Contract was executed on behalf of the firm by a non-architect; the Architect failed to provide adequate direction, supervision, or control of staff who were providing architectural services on the project, including making proposals for service and contract reviews; and firm staff met with the Client and provided a first set of drawings and other information on the project, prior to having an executed Client-Architect Contract. The Architect did not have a previous professional conduct record. The Complaint was resolved by consensual resolution agreement with the following penalty: a reprimand, \$5,000.00 fine, and completion of the ‘Ethics, Act and Bylaws’ course.
- 1.31 Mr. Aquilon’s matter closely aligns with File 20.18, as both Architects failed to provide written notice to the predecessor Architect after being retained by the Client to work on a project. While additional charges are at issue in both cases, the nature and severity of the charges are different and supports the lesser fine in this case.

*Notification of certificate of insurance available for review by the Client*

- 1.32 In File 22.10, the Architect provided architectural services on some projects prior to having a Client-Architect Contract. The required professional liability insurance and compliance statements clauses were not conveyed to the Clients as required. The Architect had prior discipline history with the AIBC relating to different issues. The complaint was resolved by consent order with the following penalty: a reprimand, \$3,500.00 fine, and completion of the AIBC’s ‘Professional Practice Standards and Ethics’ course.

- 1.33 In File 20.19, the Architect provided architectural services prior to being retained through a proper written agreement executed prior to commencing services; failed to provide written notification to the Client as to whether 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, recognized and acknowledged his failure, and was cooperative and candid in the course of the investigation. The Complaint was resolved by a consensual resolution agreement with the following penalty: a reprimand, and \$1,000.00 fine.
- 1.34 Mr. Aquilon’s case is equally comparable to both previously referenced files, as all involved a failure to provide written notice to the Client regarding whether the certificate of professional liability insurance was available upon request or had already been provided.
- 1.35 It is of note that most the precedent files referenced above were resolved through consensual resolution agreements under the process set out in the now-repealed *Architects Act*, which was replaced by the PGA on February 10, 2023.
- 1.36 The PGA provides for broader and more substantial penalties in cases where there are sufficient grounds for disciplinary action. Under the *Architects Act*, the maximum fine that could be imposed on a member, architectural firm, licensee, or associate was \$10,000.00. In contrast, the PGA authorizes fines of up to \$100,000.00 for individual Registrants, and up to \$250,000.00 for Firm Registrants.
- 1.37 This legislative change reflects a shift toward modernized regulatory frameworks that align with current expectations around professional accountability and public protection. As such, the penalties imposed in the earlier precedent cases may appear lower when compared to those available under the PGA, including Mr. Aquilon’s matter.
- 1.38 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.
- 1.39 Based on the case above, and upon a careful review of the consolidated *Ogilvie* Factors, the proposed penalty is 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 with 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.**

Mark Aquilon 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 Mark Aquilon 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).*