



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:

JAMES HARGREAVES 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 James Hargreaves Architect AIBC concerning the architectural services he provided for a commercial tenant improvement project in Nanaimo, BC (the “Project”).
- 1.4 The Investigation Committee (the “Committee”) reviewed and considered the Complaint material and Mr. Hargreaves’ 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. James Hargreaves

- 1.6 Mr. Hargreaves was first registered as an Architect with the AIBC on January 11, 2023, and has maintained his registration since that time.
- 1.7 Mr. Hargreaves practises architecture through James Hargreaves Architect (the “Firm”), a sole proprietorship that has held a Certificate of Practice since March 3, 2023.
- 1.8 Mr. Hargreaves is also registered in multiple jurisdictions across Canada including Alberta, Ontario, and Nova Scotia. He ordinarily resides and primarily practises in Toronto, Ontario.

C. The Complaint

- 1.9 In January 2024, the AIBC received a Complaint from a building official at the City of Nanaimo (the “City” and the “Complainant”).
- 1.10 The Complainant alleged that Mr. Hargreaves, the Project’s coordinating registered professional (“CRP”): submitted outdated Letters of Assurance (“Schedules”); did not respond to correspondence to correct that error when notified; provided a single one-page field review report without photos, that referred to non-existent legislation and departed significantly from typical reports received; and did not demonstrate having Direct Supervision and control over the architectural services.
- 1.11 Mr. Hargreaves was provided with a copy of the Complaint for his response, after which the Complainant and Mr. Hargreaves submitted additional information.
- 1.12 Upon review of the Complaint and subsequent response materials, the Committee initiated an investigation pursuant to AIBC Bylaw 6.12.1.

D. The Investigation/Agreed Facts

- 1.13 The investigation involved a review of all Complaint material and responses, as well as responses to subsequent questions and requests for information. Mr. Hargreaves also attended an interview.
- 1.14 The investigation was conducted in accordance with the requirements and processes stipulated in the PGA and the AIBC Bylaws.
- 1.15 The facts in paragraphs 1.16 – 1.28 below are based on materials reviewed during the investigation and agreed to by Mr. Hargreaves and the Committee.
- 1.16 The Client-Architect Contract between Mr. Hargreaves and his Client, the owner of a design and drafting service company (the “Designer”) indicated that the scope of work would include direction and oversight of the Project’s building permit and construction drawings, building code analysis, coordination with consultants, and “one general site review”. The fee amount for services was in the amount of \$1,200.
- 1.17 The Designer had a separate contract with the retailer (the “Retailer”) to provide design, construction, and project management services for a number of new and existing stores in Canada, including BC.
- 1.18 Mr. Hargreaves obtained registration with the AIBC to exclusively work with the Designer on the Retailer’s projects in BC and had not practised in BC prior to this time.
- 1.19 Mr. Hargreaves admitted that he should have recognized that the Designer had provided him with outdated Schedules for the Project, prior to affixing his Seal to them.
- 1.20 Mr. Hargreaves was unaware, because he was on vacation at the time, that he was copied on an email exchange between the City and the Designer, stating that Schedules C-A (2006 versions) and C-B (2012 versions) submitted for the Project were outdated and unacceptable, and that both the mechanical and electrical engineers had issued Schedules C-A. He was also unaware of the Designer’s reply to the City that questioned why the outdated Schedules were not acceptable when similar versions of the Schedules submitted to other municipalities had been accepted. Upon his return from vacation Mr. Hargreaves did not provide any response to this email exchange.
- 1.21 Mr. Hargreaves’ field review report contained generic incorrect wording and did not contain any photographic documentation. Mr. Hargreaves admitted that his reference to performance standards of the 2019 BC Building Bylaw was a typographical error.
- 1.22 Mr. Hargreaves did not provide any meeting minutes, phone logs, or scans of any sketches to demonstrate his supervision of the architectural services provided by the Designer for the Project.
- 1.23 As the CRP, Mr. Hargreaves initialed the subconsultants’ 2018 Schedules which indicated that he was aware at the time of submission that BCBC 2018 was the appropriate regulatory code.

- 1.24 Mr. Hargreaves' references to the Designer's mistakes and use of outdated forms demonstrate his reliance on the Designer for local BC knowledge of architectural services.
- 1.25 Mr. Hargreaves did not conduct any interim review during the construction of the Project and stated there was "no real need to look at them more than once just to make sure that it was executed properly." He conducted a final review when the contractor requested one, and everything was completed.
- 1.26 Mr. Hargreaves admitted that he was unaware he needed to advise the Client in writing that professional liability insurance was in place for the architectural services to be provided for the Project and that the policy certificate was available for review.
- 1.27 Mr. Hargreaves also admitted that his original building permit submissions and Schedules were wet sealed, which he then scanned and submitted to the City as a digital PDF.
- 1.28 Mr. Hargreaves did not date the Seal he applied to the Project drawings that also did not display his Certificate of Practice name in the title block, but that of the Designer's name.
- 1.29 Following its review and consideration of the Final Investigation Report and comments from Mr. Hargreaves, the Committee proposed this Order as a resolution to the matter.

E. Relevant Professional Standards

- 1.30 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.
- 1.31 Professional Standards 4.1, 4.2, 5.1, 6.1, 8.2, and 8.5 in the Code of Ethics and paragraph 6.1 of the AIBC Bylaws Schedule O: Board Rules for Architectural Firm Names ("Schedule O") are relevant to the Complaint about Mr. Hargreaves.
- 1.32 Professional Standards 4.1 and 4.2 (with partial commentary in italics) state:
 - 4.1 Registrants must have regard for and not knowingly violate:
 - (a) the common law and any applicable enactments, federal enactments or enactments of another province;
 - (b) applicable standards, policies, plans and practices established by the government or the AIBC; and
 - (c) *The Professional Governance Act, Architects Regulation, and the Bylaws including the Code of Ethics.*

...

The public has the expectation that Registrants respect and substantially comply with laws and regulations that apply to the practice of architecture, excluding those concerning construction safety (the field of construction safety

being outside the practice of architecture). This includes federal, provincial and municipal laws (bylaws) as well as the regulations of statutory bodies.

Registrants must keep themselves apprised of current applicable laws and regulations that relate to the practice of architecture in British Columbia. Registrants are not expected to be familiar with the details of all laws and regulations in every jurisdiction. However, they are expected to have general knowledge of specific laws and regulations in the jurisdictions in which they are working, and also which authorities have jurisdiction over particular aspects relating to the practice of architecture.

Registrants may rely on the advice of other professionals and persons qualified by education, experience or training to provide interpretations on applicable enactments and standards. Such persons may include local government officials, legal counsel, and other professionals.

A Registrant seeking to promote or to provide architectural services outside British Columbia, or to a client or on a project located outside British Columbia, should check in advance and comply with the requirements of the applicable regulator of Architects.

4.2 Registrants must not counsel or condone employees, consultants, associates or other parties to violate or fail to give regard to applicable enactments and standards established by government or the AIBC, including the Professional Governance Act, Architects Regulation, and the Bylaws, including the Code of Ethics.

This Professional Standard replaces the former council ruling to Bylaw 33.3 and covers a wide spectrum of possible practice scenarios. It is possible for Registrants to be asked to participate or drawn into participation with the illegal practice of architecture by non-registrants. Registrants are reminded that contravention of the reserved titles and Reserved Practice legal boundaries in the profession of architecture by any party is an offence under the PGA.

1.33 Professional Standard 5.1 states:

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:

- (i) whether professional liability insurance is in place in relation to the architectural services to be provided for the commission; and
- (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.

1.34 Professional Standard 6.1 (with partial commentary in italics) states:

6.1 An Architect providing Direct Supervision of non-Architects in the Regulated Practice and Reserved Practice is accountable and responsible for all architectural services provided.

The PGA, Architects Regulation and Bylaws reinforce that only Architects are entitled to engage in the Reserved Practice. Architects practising outside the Reserved Practice in the Regulated Practice (e.g., on a single-family dwelling, where non-Architects can provide service) are still held to all Professional Standards, including supervision expectations. Smaller buildings do not imply lesser standards.

While the delegation of certain aspects of work to non-Architects within the practice of the architectural profession is normal, non-Architects are only permitted to undertake the Reserved Practice under Direct Supervision of an Architect.

...

1.35 Professional Standards 8.2 and 8.5 (with commentary in italics) state:

- 8.2 Architects must have regard for any Practice Guidelines and commentary in the Code of Ethics in relation to use of the Seal.
- 8.5 Architects transmitting documents electronically must apply their Seal with an AIBC-approved Digital Certificate.

Applying an image (picture) of an Architect's professional Seal and signature is not the same as digitally signing and sealing that document with a Digital Certificate. An image alone of a Seal is not secure, and any such document is vulnerable to being seamlessly modified by others without the issuing Architect's knowledge. The application of a Seal graphic (such as JPEG, PDF, BMP, etc) to documents or the scanning of sealed paper documents does not constitute acceptable digital sealing of such documents.

...

1.36 Paragraph 6.1 in AIBC Bylaw Schedule O states:

- 6.1 Registrant Firms must use their Firm name as approved on all written and electronic instruments of service and public representations, including drawing title-blocks, correspondence, websites, magazine articles, awards submissions, documentation, site signs, and e-mail signatures.

...

2.0 ADMISSIONS

2.1 Considering the facts agreed to above, Mr. Hargreaves acknowledges and admits that he contravened:

2.1.1 Professional Standard 4.1(a), (b) and (c), in the Code of Ethics for failing to have regard for, or knowingly violating, applicable standards, policies, plans and practices established by the PGA and the AIBC, when he:

- 2.1.1.1 did not charge a fee that was commensurate with the architectural services he provided;

- 2.1.1.2 did not conduct interim reviews during the construction of the Project and only conducted a single final review which consisted of one line of text without observations, remarks, or any photographs; and
- 2.1.1.3 did not, as the CRP, coordinate with the consultants or communicate directly with the authority having jurisdiction and instead relied on the Designer to do so;
- 2.1.2 Professional Standard 4.2 in the Code of Ethics by enabling the Designer, a non-Architect, to practise in the Reserved Practice of architecture;
- 2.1.3 Professional Standard 5.1(b) in the Code of Ethics by providing architectural services without advising the Client of professional liability insurance;
- 2.1.4 Professional Standard 6.1 in the Code of Ethics by failing to provide Direct Supervision of the architectural services performed by the Designer for the Project;
- 2.1.5 Professional Standards 8.2 and 8.5 in the Code of Ethics by submitting Project drawings to the City with a PDF copy of his wet Seal, and without a date; and
- 2.1.6 AIBC Bylaw's Schedule O, paragraph 6.1, by failing to indicate his Certificate of Practice name on the Project drawings dated August 30, 2023.

3.0 PENALTY ORDER

- 3.1 The following penalty and terms have been agreed upon by Mr. Hargreaves and the AIBC:
 - 3.1.1 a reprimand will be recorded against James Hargreaves Architect AIBC;
 - 3.1.2 Mr. Hargreaves is required to pay a fine in the amount of \$5,000.00 to the AIBC, within 30 days after this Order has been executed;
 - 3.1.3 Mr. Hargreaves agrees to voluntarily cease his individual registration with the AIBC within 10 days after this Order has been executed, by completing and submitting the prescribed Form, and returning his Seal to the AIBC, as set out in AIBC Bylaw 4.82; and
 - 3.1.4 Mr. Hargreaves agrees to voluntarily cease his Firm registration, James Hargreaves Architect, with the AIBC within 10 days after this Order has been executed by completing and submitting the prescribed Form, as set out in AIBC Bylaw 4.83, as set out in AIBC Bylaw 4.83.
- 3.2 Mr. Hargreaves acknowledges and agrees that he will not apply for reinstatement with the AIBC until he has completed the following:
 - 3.2.1 attended and completed the AIBC's 'Professional Practice Standards and Ethics' online course at his own expense; and
 - 3.2.2 attended and completed the AIBC's 'Mandatory Firm Registrants Course' online course at his own expense.

3.3 Upon completion of the requirements in 3.2.1 and 3.2.2, Mr. Hargreaves may apply for reinstatement and will be subject to all applicable fees and requirements for reinstatement.

3.4 Mr. Hargreaves acknowledges and agrees that failure to complete the requirements in paragraphs 3.1.2, 3.1.3, and 3.1.4 within the time specified will result in his suspension from the AIBC register.

3.5 Mr. Hargreaves 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:

3.5.1 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;

3.5.2 return any project site signs under James Hargreaves Architect to the AIBC; and

3.5.3 provide the AIBC with a letter of undertaking confirming that he has:

a) concluded all architectural business operations through the James Hargreaves 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. Hargreaves 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 James Hargreaves Architect'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 the *Architects Regulation*, until such time as he has been returned to the AIBC register.

3.6 Mr. Hargreaves 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 will not apply for reinstatement until he has done the following:

3.6.1 paid a fine in the amount of \$10,000.00 to the AIBC;

3.6.2 attended and completed the AIBC's 'Professional Practice Standards and Ethics' online course at his own expense; and

3.6.3 attended and completed the AIBC's 'Mandatory Firm Registrants Course' online course at his own expense.

3.7 Upon completion of the requirements in 3.4.1, 3.4.2, and 3.4.3, Mr. Hargreaves may apply for reinstatement and will be subject to all applicable fees and requirements for reinstatement.

4.0 COSTS

4.1 Mr. Hargreaves agrees to pay Costs for this Order, fixed at an amount of \$3,500.00, payable to the AIBC within 30 days after this Order has been executed.

4.2 Mr. Hargreaves acknowledges and agrees that failure to complete the requirement in paragraph 4.1 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. Hargreaves is an acknowledgement of the AIBC's partial Costs resulting from the consent 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 AIBC Bylaws 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. A copy of this Order will also be provided to the Ontario Association of Architects.

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. Hargreaves 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.

James Hargreaves 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.

The facts and terms of this Consent Order are acknowledged and agreed to by James Hargreaves Architect AIBC and the Investigation Committee. The Order was signed on January 7, 2026.

SCHEDULE – REASONS FOR PENALTY

TO
CONSENT ORDER
BETWEEN

JAMES HARGREAVES ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

1.0 REASONS FOR PENALTY

- 1.1 James Hargreaves 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.
- 1.2 Pursuant to Section 73 of the PGA, the 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 Bylaw 7.17, the 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 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 Mr. Hargreaves was not aware of and did not consider the impact and application of the AIBC's laws, regulations and professional standards to the Project and professional practice when:

- 1.13.1 he charged a fee that was not commensurate with the architectural services to be provided on the Project;
- 1.13.2 he conducted a single field review and prepared a substantially inadequate and ineffective report that did not comply with Schedule B that consisted of one line of text, without observations, remarks, or photographs, and contained errors; and

1.13.3 as the CRP, he did not coordinate with the consultants, did not acknowledge review of other consultants' field reviews, or communicate directly with the authority having jurisdiction and instead relied on the Designer to do so.

1.14 Professional Standards 4.1 and 4.2 are mandatory components under the PGA and emphasized in the Code of Ethics. The public has the expectation that Architects respect and substantially comply with laws and regulations that apply to the practice of architecture, including provincial laws, as well as the regulations of statutory bodies. This Professional Misconduct is a reasonably serious matter.

1.15 As the CRP, Mr. Hargreaves failed to coordinate with the consultants or communicate directly with the City and instead relied on the Designer to be the point of contact. In doing so, he enabled a non-Architect to practice architecture. This Professional Misconduct is a reasonably serious matter.

1.16 Mr. Hargreaves began providing architectural services without ensuring the Client was provided with written notice that he held professional liability insurance in relation to the architectural services to be provided for the Project, and that the certificate of insurance was available for review upon request. As noted in the Code of Ethics commentary, a Client is entitled to be notified of the fundamental coverage a Registrant carries for contracted services. This Professional Misconduct is a moderately serious matter.

1.17 The investigation also revealed that Mr. Hargreaves did not demonstrate having Direct Supervision over architectural services performed by a non-Architect. This Professional Misconduct is a serious matter.

1.18 Mr. Hargreaves' application of his Seal, without a date, and subsequent submission of drawings to a local authority for reliance with a PDF copy of his wet Seal, are breaches of longstanding and fundamental practice standards of an Architect in BC.

1.19 An Architect's Seal is a representation to the public that an Architect has prepared or supervised the preparation of the document it is applied to and is responsible for the contents. It is only to be applied in the manner prescribed. Misuse of an Architect's Seal undermines the important purpose it serves and lessens public confidence in the architectural profession.

1.20 Mr. Hargreaves was required to apply his Seal in the acceptable/prescribed manner: through its physical application, or through the approved secure digital seal software. The use of an image of a Seal, even with the correct date, is not permissible. It undermines the responsibility an Architect assumes by applying their Seal, and creates an avoidable risk of Seal-tampering or unchecked modifications to the underlying document. This breach is a serious matter.

1.21 Additionally, the title block on the Project drawings, display the Designer's name instead of Mr. Hargreaves' Firm name, which may have led to public confusion since it suggests that the Designer was legally entitled to provide architectural services. This conduct is moderately serious in nature.

1.22 Overall, the multiple breaches of Professional Standards and AIBC Bylaws in one Project is very concerning.

(b) Character and professional conduct record of the Respondent

- 1.23 Mr. Hargreaves is 60 years old. He has been registered as an Architect with the AIBC since January 11, 2023.
- 1.24 Mr. Hargreaves acknowledged that he obtained registration in BC for the sole purpose of working with the Designer on the Retailer's projects in BC. He had not practised in BC prior to 2023.
- 1.25 Mr. Hargreaves does not have a professional conduct record with the AIBC, which is a neutral factor.

(c) Acknowledgement of the misconduct and remedial action

- 1.26 Mr. Hargreaves has been cooperative and candid in the course of the investigation and forthcoming with information.
- 1.27 After the Complaint was brought to Mr. Hargreaves' attention, he acknowledged that he should have recognized the Schedules submitted to the City were incorrect, that he was unaware the Client needed to be informed about his professional liability insurance for every project, and that he failed to correctly apply his Seal to Project drawings.
- 1.28 In the course of the investigation, Mr. Hargreaves also acknowledged that he mistakenly relied on the Designer to coordinate with the authority having jurisdiction on this Project. This suggests that Mr. Hargreaves now understands that he is required to follow his professional obligations when providing architectural services in BC.
- 1.29 Mr. Hargreaves' participation in the professional conduct process indicates that he has acknowledged his Professional Misconduct. This acknowledgment suggests that the concerns arising in this matter have been brought to his attention in a meaningful way. His acknowledgment and participation in the Order process are mitigating factors.
- 1.30 The Professional Misconduct in this case financially benefitted the Retailer and the Designer by allowing them to engage in the Reserved Practice of architecture, without the safeguards that are in place to protect the public. There is no reported harm to any member of the public as a result of the Professional Misconduct, which is a neutral factor.

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

- 1.31 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.
- 1.32 'Specific deterrence' means deterring the Respondent from repeating the conduct in question. In this case, Mr. Hargreaves 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 him from non-compliance in the future.

- 1.33 '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.
- 1.34 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 Professional Misconduct by its Registrants through a process that is fair, proportionate, and consistent.
- 1.35 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.

Must have regard for and not knowingly violate policies and legislation

- 1.36 In File 20.14, the Architect submitted several documents to a local authority for various projects that failed to accurately calculate the measurements, classify the proper limits of his responsibility, identify the occupant load, and relied on the local authority to identify and correct these issues. Additionally, the Architect submitted a Schedule C-B to the local authority for a project knowing that the fire alarm verification was in process and had not been completed. Further charges included failure to provide adequate supervision with respect to architectural services on projects and allowing firm staff to unduly rely on the local authority for direction and guidance. The Architect did not have a professional conduct record, and the matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$8,500.00 fine, and completion of the 'Ethics, *Act* and Bylaws' course, and AIBC's BC Building Code Course.
- 1.37 In Files 14.02 & 14.05, the Architect failed to practise within the relevant competency, knowledge, skill and judgement standard in preparation and submission of Schedules; contravened the BC Building Code by submitting Schedule C-B prior to Schedule C-A; issued Schedules in advance of work being completed; and did not act in a timely manner to rectify errors communicated to him by the local authority. The Architect also failed to apply his Seal and signature to architectural drawings. The Architect did not have a professional conduct record, and the matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$5,000.00 fine, completion of the 'Ethics, *Act* and Bylaws' course and 'Building Code 11' course, and participation in an oral conduct review.
- 1.38 File 20.14 bears the closest resemblance to Mr. Hargreaves' case, as both involve reliance on the local authority to detect and rectify errors in instruments of service that were submitted for reliance and included outdated or incorrect documents. In both cases, such errors should have been identified by the Architect if there was Direct Supervision.

Enabling a non-architect to practise architecture

1.39 In File 18.14, the Architect allowed a person who was not registered with the AIBC to practise architecture and failed to apply his Seal to drawings. He was a long-standing Registrant and incorrectly believed an Architect was not required for the project. The matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$3,500.00 fine, and completion of the AIBC's 'Ethics, *Act*, and Bylaws' course.

1.40 In File 17.12, the Architect condoned or facilitated the illegal practice of architecture by a design company by applying his Seal to drawings prepared by the design company, and agreed to a limited scope of services with his client, when such agreement implicitly or explicitly encouraged further illegal practice by the design company. The Architect also entered into a Client-Architect Contract that was not based upon or generally consistent with the form approved by council; without notifying the client in writing whether he held professional liability insurance; and that did not contain the required compliance statement. The Architect applied his Seal to drawings not prepared by him or under his supervision, that were prepared by and displayed the design company in the title block. The Architect did not have a previous professional conduct record and was a senior member of the profession. The Complaint was resolved by a consensual resolution agreement with the following penalty: a reprimand, 30 days suspension from practice, and completion of the "Ethics, *Act* and Bylaws' course.

1.41 Mr. Hargreaves' case more closely resembles File 17.12 because both involve enabling the practice of architecture by a non-Architect, and applying a Seal to drawings not prepared under supervision. Like the Architect in File 17.12, Mr. Hargreaves relied on a designer for project execution, failed to provide Direct Supervision, and affixed his Seal to documents without ensuring they met regulatory requirements.

Failing to provide Direct Supervision for the Project

1.42 In File 22.13, the Architect failed to directly supervise the preparation of construction drawings. Other charges included failing to exercise reasonable care, competence, and professional judgment when signing Schedules for documents she did not prepare, which were not in accordance with the BC Building Code. Additionally, the Architect provided services for a fee that was insufficient to cover the minimum required scope. Furthermore, she facilitated the illegal practice of architecture by failing to report a design firm that submitted unauthorized drawings for a project requiring an Architect. The Complaint was resolved by consent order with the following penalty: a reprimand, \$5,000.00 fine, and completion of the AIBC's 'Professional Practice Standards and Ethics' course.

1.43 In File 20.18, the Architect failed to provide adequate supervision, direction and control of staff providing architectural services on a project. The Architect also did not provide written notice to a previously engaged Architect that they had been approached by the same Client on the same project. The matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$5,000.00 fine, and completion of the AIBC's 'Ethics, *Act* and Bylaws' course.

1.44 File 22.13 bears the closest resemblance to Mr. Hargreaves' case because both involve failure to directly supervise the preparation of architectural documents, sealing and signing documents without

ensuring compliance with the BC Building Code, and providing services for a fee that was insufficient for the required scope. As in File 22.13, Mr. Hargreaves allowed a non-Architect to prepare and submit project documents without proper oversight, which contributed to the unauthorized practice of architecture.

Providing architectural services without advising the Client of professional liability insurance

- 1.45 In File 23.09, the Architect provided architectural services to a Client without ensuring compliance with the required terms of professional engagement, including failing to advise the Client in writing whether professional liability insurance was in place in relation to the architectural services to be provided, or that it was available for review upon request. The Architect also provided architectural services on the project without being registered as an Architect and holding a Certificate of Practice with the AIBC. The Architect did not have a previous professional conduct record, and the matter was resolved by consent order with the following penalty: a reprimand, \$4,000.00 fine, and completion of the AIBC's 'Professional Practice Standards and Ethics' course.
- 1.46 In File 22.10, the Architect provided architectural services on some projects prior to having a Client-Architect Contract. This meant that 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.
- 1.47 File 23.09 most closely parallels Mr. Hargreaves's case. In both instances, although there was a signed Client-Architect Contract for the services provided, both Architects failed to notify the Client whether professional liability insurance was in place or available upon request, as well as a failure to provide the mandatory compliance statement.

Seal issues

- 1.48 In File 22.03, the Architect failed to insert the date on the Seal that he applied to project drawings submitted to the authority having jurisdiction; and did not apply his Seal with signature and date to other materials submitted to the authority having jurisdiction. Other charges included failure to adequately supervise, direct, or control the services of a project, as demonstrated by staff at the design firm who made official submissions to an authority having jurisdiction without his direct knowledge. The Architect did not have a previous professional conduct record. The Complaint was resolved by consensual resolution agreement with the following penalty: a reprimand, \$4,000.00 fine, and completion of the AIBC's 'Ethics, *Act* and Bylaws' course.
- 1.49 In File 22.02, the Architect applied, or allowed to be applied, an electronic image of his Seal to drawings prepared by him or under his supervision for the Project submitted to the local authority for a development permit. The Architect did not have a previous professional conduct record. The Complaint was resolved by consensual resolution agreement with the following penalty: a reprimand, \$2,000.00 fine, and completion of the AIBC's 'Ethics, *Act* and Bylaws' course.

1.50 Both precedents are equally applicable to Mr. Hargreaves's case. In File 22.03 the Architect failed to insert the date on the Seal that he applied to project drawings submitted to the authority having jurisdiction and in File 22.02, the Architect applied an electronic image of his Seal to drawings submitted to the local authority for a development permit. Mr. Hargreaves submitted Project drawings to the City with a PDF copy of his wet Seal, and without a date.

Failing to note the Certificate of Practice name on Project drawings

1.51 In File 19.22, the Architect applied his Seal on drawings that displayed the title block of a design company, an entity that does not hold an AIBC Certificate of Practice, thus creating potential confusion that could allow a person to reasonably conclude that the design company was a Certificate of Practice holder and/or entitled to practice architecture in BC. Additional charges included application of the Architect's Seal next to a disclaimer stamp that stated the Seal was to record a professional review of a design prepared by others, and provision of architectural services on a project before he confirmed the terms of the commission in a written agreement. The matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$6,000.00 fine, and completion of the 'Ethics, Act and Bylaws' course.

1.52 In File 19.05, the Architect applied, or allowed to be applied, an image of his Seal to project drawings bearing the title block of an entity that did not hold a Certificate of Practice. Additional charges included failing to obtain a Certificate of Practice prior to offering and providing architectural services in BC and entering into a Client-Architect Contract that did not contain the required compliance statement. The matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$3,500.00 fine, and completion of the 'Ethics, Act and Bylaws' course.

1.53 Although there is no precedent for a breach of paragraph 6.1 in the AIBC Bylaw's Schedule O: Board Rules for Architectural Firm Names, in both cases cited above the Architects applied their Seal to project drawings bearing the title block of entities that did not hold a Certificate of Practice.

1.54 The penalty imposed in Mr. Hargreaves' case reflects the number of fundamental and significant breaches committed within a single project. It also takes into account that Mr. Hargreaves had recently become an AIBC registrant for the purpose of undertaking the Project. It was evident that he failed to familiarize himself with the provincial regulations and Professional Standards governing the practice of architecture in BC. His carelessness and lack of attention to his professional obligations significantly increased the risk of harm to the public in the context of the Project.

1.55 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.

1.56 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 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.

James Hargreaves 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.

The facts and terms of this Schedule – Reasons for Penalty to Consent Order are acknowledged and agreed to by James Hargreaves 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.