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:

MOHAMMED-SAEED JHATAM FORMER REGISTRANT

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 Mohammed-Saeed Jhatam Architect AIBC concerning his professional conduct while providing architectural services for a commercial tenant improvement in Burnaby, BC (the "Project").

1.4 The Investigation Committee (the "Committee") reviewed and considered the Complaint material and Mr. Jhatam'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. Mohammed-Saeed Jhatam

1.6 Mr. Jhatam was first registered as an Architect with the AIBC on April 10, 2007, until his resignation on June 30, 2026.

1.7 Mr. Jhatam practised architecture through Urbanicity Architecture Inc. (the "Firm"), a corporation that held a Certificate of Practice from August 30, 2011, to June 30, 2026.

1.8 Mr. Jhatam was the sole shareholder of the Firm.

C. The Complaint

1.9 In July 2023, the AIBC received a Complaint about Mr. Jhatam from an employee at a construction company (the "Complainant"). The Complainant's employer (the "Construction Company") had retained Mr. Jhatam to provide architectural services for the Project.

1.10 The Complainant alleged that while working together on the Project, Mr. Jhatam made negative comments towards the Complainant's work that were disrespectful.

1.11 The Complaint included a copy of an unsigned fee proposal for the Project prepared by Mr. Jhatam and addressed to the Construction Company, dated June 2, 2023. The proposal specified:

1.11.1 the scope of services that included reviewing record drawings to verify existing conditions; reviewing the permit drawings prepared by the Construction Company; and sealing drawings and Letters of Assurance as the Architect and Coordinating Registered Professional ("CRP");

1.11.2 a fee set at $3,900.00, excluding site visits; and

1.11.3 it was contingent upon several assumptions, including that all drawings and revisions would be prepared by the Construction Company.

1.12 The Complaint also included two sets of Project drawings dated June 9 and June 15, 2023, prepared by the Complainant using the Construction Company's title block that contained comments and questions from Mr. Jhatam. The June 9 drawing set included Mr. Jhatam's request to allocate space in the title block for his Firm's logo and his Architect's Seal, and included a statement that this was a "very poor set of drawings". The June 15 drawing set had a statement from Mr. Jhatam that read "I am not engaged to tutor … this is a terrible set of drawings. I cannot review this anymore or I have to charge extra fees".

1.13 The Complaint was provided to Mr. Jhatam for a response.

1.14 Upon reviewing the Complaint materials and Mr. Jhatam's response, the Committee initiated an investigation pursuant to AIBC Bylaw 6.12.1.

D. The Investigation/Agreed Facts

1.15 The investigation involved a review of the material submitted by the Complainant and Mr. Jhatam's response to the Complaint, and subsequent questions and requests for information. The Complainant and Mr. Jhatam also separately attended interviews with the Investigators assigned by the Committee.

1.16 The investigation was conducted in accordance with the requirements and processes stipulated in the PGA and the AIBC Bylaws.

1.17 The facts in paragraphs 1.18 – 1.32 below are based on the materials obtained during the investigation and agreed to by Mr. Jhatam and the Committee.

1.18 Mr. Jhatam's initial response to the Complaint and the allegations stated that the work he was reviewing for the Project was substandard and that the Complaint was frivolous.

1.19 Mr. Jhatam's subsequent response to the Complaint stated that he had been engaged by the Construction Company to review drawings and serve as the CRP for the Project, with the Complainant working under his direct supervision. He further stated that his responsibilities did not include providing training to an inadequately trained technician. Mr. Jhatam specified that his only request to the Construction Company was for a complete and competent set of drawings, which were ultimately prepared by another interior designer employed by the Construction Company.

1.20 Mr. Jhatam's response included copies of email correspondence between himself, the Complainant, and other staff members from the Construction Company, spanning between May 30 to July 17, 2023.

1.21 The first email which the Complainant sent to Mr. Jhatam on May 30, 2023, included the initial set of permit drawings for review and stated that they intended to submit them to the authority having

jurisdiction on June 1, 2023. During the investigation, Mr. Jhatam stated that the June 2 fee proposal was based on these in progress drawings.

1.22 Subsequent emails between Mr. Jhatam and the Complainant expressed his comments that the drawings were "substandard", "not a good drawing package", a "very poor set of drawings", contained "too many issues and questions", and required lots of work.

1.23 On June 16, 2023, Mr. Jhatam's email exchange with the Complainant's supervisor stated that he could not be coaching his staff to produce what is expected from a technician. He stated that his services were to review for code compliance and "not whether the drawing is to an accepted level."

1.24 By email dated June 30, 2023, Mr. Jhatam stated to the Complainant's supervisor that he could not keep reviewing the drawings and providing a tutoring service anymore. He offered to take over the drawing work for an additional fee and reiterated that he was reviewing the drawings for code compliance and not for competency and repeated that the set of drawings was "a very incompetent set of drawings."

1.25 Mr. Jhatam's provided a second fee proposal for the Project that was dated July 15, 2023, which was signed by a representative of the Construction Company but not by Mr. Jhatam. The proposed fee was in the amount of $4,700.00, excluding site visits. The scope of services and the underlying assumptions were consistent with those outlined in the June 2, 2023, fee proposal previously submitted by the Complainant.

1.26 The proposals did not indicate that professional liability insurance was in place, or that a certificate of insurance was available for review by the Client upon request or that it had already been provided. No other document containing this information was provided to the Client.

1.27 During the investigation, Mr. Jhatam stated that he had informed the Client about the existence of professional liability insurance during their initial meeting and that the certificate of insurance could be provided upon the Client's request.

1.28 In response to an investigation request for material demonstrating his supervision of the architectural services for the Project, Mr. Jhatam stated that he had already provided the most relevant emails of his interactions with the Construction Company. He referred to numerous telephone calls and text messages as evidence of his involvement, but did not submit any additional documents.

1.29 During his initial interview, Mr. Jhatam stated that he expected a competent set of drawings from the Construction Company. He stated that the Complainant appeared to lack the necessary knowledge and skills, and that he was not being paid to provide coaching. While he conveyed his disappointment to the Complainant regarding the quality of her work, he stated that he did not refer to her as incompetent or make any insulting remarks.

1.30 In a subsequent interview, Mr. Jhatam reiterated his concerns about the inadequacy of the drawings the Complainant provided, which, in his view, resulted in an overall incompetent set of materials. He stated that the task should have required only one or two rounds of review, but that the process was

prolonged unnecessarily. He stated that the Complainant was working under his supervision since he was reviewing the drawings she produced.

1.31 In response to an investigation request for clarification about the drawings Mr. Jhatam had received prior to providing a proposal, he stated the following:

1.32.1 On May 30 and June 1, 2023, Mr. Jhatam received progress drawings and additional information from the Complainant. These drawings outlined the scope of work and served as the basis for his initial fee proposal.

1.32.2 On June 7, 2023, Mr. Jhatam commenced providing services for the Project. On the same day, he had a conversation with the Complainant in which he expressed concerns about the standard of the work and clarified that his fee proposal had been based on the assumption that the interior design technician possessed a working knowledge of the building permit requirements.

1.32.3 On July 15, 2023, when it became apparent that Mr. Jhatam would not be receiving drawings that demonstrated such knowledge, he submitted a revised fee proposal, dated July 15, 2023, to account for the additional work required to redo the drawings.

1.32.4 He has an established and successful history of collaborating with interior designers to meet building permit requirements, a practice that differs from that of most BC Architects. He has engaged with the AIBC over the years to ensure alignment with its expectations and remains open to implementing any further reasonable recommendations necessary to ensure full compliance.

1.32 Following its review and consideration of the Final Investigation Report and comments from Mr. Jhatam, the Committee proposed this Order as a resolution to the matter, pursuant to AIBC Bylaws 6.14.2 and 7.16.

E. Relevant Professional Standards

1.33 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. AIBC's Practice Guidelines and Bulletins support the understanding of and compliance with Professional Standards and provide Registrants with interpretations of regulatory requirements.

1.34 There was insufficient information to support that Mr. Jhatam behaved in a disrespectful or discourteous manner contrary to Professional Standard 1.2(a) in the Code of Ethics. However, Professional Standards 5.1, 5.6, and 6.1 (with partial commentary in italics) in the Code of Ethics are relevant to the Complaint about Mr. Jhatam, which state as follows:

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

(a) An executed Client-Architect Contract is in place in compliance with Professional Standard 5.2; 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; 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.

…

5.6 Except in an approved competition, Registrants must not provide any architectural service to a Client until retained under Client-Architect Contract and in receipt of the Client's instructions.

…

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.

Direct Supervision expectations vary with the nature of the service. However, the ability to delegate work under Direct Supervision does not diminish other obligations and Professional Standards, such as allowing Architects to practise in areas where they are not qualified. Architects are expected to have knowledge of and involvement with all stages of their Projects. Delegation of certain work on a Project does not permit 'absentee architecture' nor allow non-Architects, whether Registrants or not, to make crucial decisions and act or be seen as the face of a Project.

Delegation to Intern Architects is a crucial aspect of their development and education leading to registration as Architects but requires diligent oversight.

Direct Supervision does not necessarily require physical presence. Architects must exercise professional judgment in determining the level of review, oversight, direction, correction, and communication with non-Architects when providing Direct Supervision.

In all cases, Architects must make sure that evidence of supervision is recorded in their files. Architects' input on drafts, iterative design work, review, email, meeting, and phone consultation are all examples of documented supervision.

Those aspects of practice that only Architects can provide (e.g., application of the Seal, making proposals and official submissions per PS: 6.3 and 6.4) must be undertaken by Architects.

2.0 ADMISSIONS

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

2.1.1 Professional Standards 5.1 and 5.6 in the Code of Ethics by providing architectural services to a Client without an executed Client-Architect Contract in place; by failing to provide written notification to the Client as to whether professional liability insurance was in place in relation to the architectural services to be provided, and that the certificate of insurance for the professional liability insurance policy was available for review by the Client upon request or had been provided; and

2.1.2 Professional Standard 6.1 in the Code of Ethics by failing to provide Direct Supervision of non-Architects providing architectural services for the Project.

3.0 PENALTY ORDER

3.1 The following penalty and terms have been agreed upon by Mr. Jhatam and the AIBC:

3.1.1 a reprimand will be recorded against Mohammed-Saeed Jhatam Architect AIBC;

3.1.2 Mr. Jhatam is required to pay a fine in the amount of $7,000.00 to the AIBC, payable within 30 days after this Order has been executed;

3.1.3 Mr. Jhatam resigned his individual registration and Firm registration with the AIBC prior to executing this Order, and acknowledges and agrees that he will not apply for reinstatement with the AIBC until he has completed the following:

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

3.1.3.2 attended and completed the AIBC's 'Mandatory Firm Registrants Course' online course at his expense; and

3.1.3.3 attended a conduct review with a panel from the AIBC Conduct Review Committee to:

a) provide information and answer questions related to the matters that gave rise to the contraventions in this Order, including the standard scope of services required on projects and the Direct Supervision required of non-Architects in the Regulated and Reserved Practice;

b) discuss how to prevent the conduct that gave rise to the Complaint from being repeated; and

c) demonstrate that he has improved his practice in order to avoid similar issues from occurring, as determined by the panel's direction,

following which, the panel will prepare a written report for the Committee specifying whether he has understood and learned from the review and improved his practice.

3.2 Upon completion of the requirements in 3.1.2, 3.1.3.1 to 3.1.3.3 above, and 4.2 below, Mr. Jhatam may apply for reinstatement and will be subject to all applicable Fees and requirements for reinstatement.

4.0 COSTS

4.1 Mr. Jhatam agrees to pay Costs for this Order, fixed at an amount of $4,000.00 payable to the AIBC within 30 days after this Order has been executed.

4.2 Mr. Jhatam acknowledges and agrees that he will not apply for reinstatement with the AIBC until he has paid the costs noted in 4.1.

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. Jhatam 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.

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.

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.

Mohammed-Saeed Jhatam Former Registrant 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 Mohammed-Saeed Jhatam Former Registrant and the Investigation Committee. The Order was signed on October 7, 2026.

SCHEDULE – REASONS FOR PENALTY

TO

CONSENT ORDER

BETWEEN

MOHAMMED-SAEED JHATAM FORMER REGISTRANT

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

1.0 REASONS FOR PENALTY

1.1 Mohammed-Saeed Jhatam Former Registrant 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 AIBC 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": *Sahota (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 Both fee proposals submitted for the Project were based on the assumption that all drawings and revisions would be prepared by the Construction Company and that Mr. Jhatam's role was limited to reviewing for code compliance, sealing a complete set of building permit drawings, and issuing Letters of Assurance.

1.14 Mr. Jhatam stated that his responsibilities did not include training inadequately prepared staff and that the final drawings were ultimately completed by another interior designer employed by the Construction Company. He also indicated that he expected his engagement would require only one or two rounds of review.

1.15 Mr. Jhatam was mistaken in his understanding that reviewing the drawings provided by the Complainant amounted to effectively providing Direct Supervision. This misunderstanding meant that Mr. Jhatam inadequately supervised the architectural services provided by the Complainant in her preparation of the Project drawings.

1.16 While delegation of certain aspects of work to non-Architects within the practice of the architectural profession is normal, Architects are expected to have knowledge of and involvement in all stages of their Projects.

1.17 By signing the Letters of Assurance, Mr. Jhatam provided a professional assurance that the design and field review substantially complies with the requirement of the Building Code. However, he neither prepared the drawings nor supervised their preparation, he merely reviewed them. This Professional Misconduct is serious in nature.

1.18 Mr. Jhatam had an erroneous understanding of the responsibilities and accountabilities associated with the Direct Supervision of architectural services provided by non-Architects in the Reserved Practice. He was reluctant to supervise and correct the drawings, and had expectations that he would receive a complete set of drawings.

1.19 An Architect is required to provide services in full compliance with the required regulations and Professional Standards. Mr. Jhatam's assertion that he was retained solely to conduct a "review for code compliance" and not to assess whether the drawings met an acceptable level fall short of this obligation. In this Project, Mr. Jhatam limited his involvement to providing partial architectural services, relying on work completed by non-Architects. He confined his role to code compliance, rather than delivering the full scope of services that was outlined in his fee proposal.

1.20 Mr. Jhatam began providing architectural services on the Project without a fully executed Client–Architect Contract in place. He also failed to provide the Client with written confirmation regarding the professional liability insurance and that certificate of insurance was available for review upon request or had already been provided.

1.21 These requirements 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 provisions is expected by the AIBC, the profession, and the public, as they are designed to protect the public

interest. The failure to meet these professional obligations is concerning and the Professional Misconduct is reasonably serious in nature.

(b) Character and professional conduct record of the respondent

1.22 Mr. Jhatam is 72 years old. He was first registered as an Architect with the AIBC on April 10, 2007, and has maintained his registration since that time.

1.23 Mr. Jhatam does not have a professional conduct record with the AIBC, which is a neutral factor.

(c) Acknowledgement of the misconduct and remedial action

1.24 Although resentful about the basis for the Complaint and investigation into this matter, Mr. Jhatam has been cooperative in the course of the investigation.

1.25 Mr. Jhatam has acknowledged that modifications to his architectural practice are required to comply with AIBC's Professional Standards and Practice Guidelines.

1.26 Mr. Jhatam's 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.

1.27 This acknowledgment and participation in the consent order process are mitigating factors.

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

1.28 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.

1.29 'Specific deterrence' means deterring the Respondent from repeating the conduct in question. In this case, Mr. Jhatam has engaged in a meaningful exchange with the AIBC about 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.

1.30 '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 Professional Standards in the Code of Ethics.

1.31 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.

1.32 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 that are most similar to the one at hand are summarized below.

Direct Supervision of non-Architects

1.33 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 letters of assurance 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, a $5,000.00 fine, and completion of the AIBC's 'Professional Practice Standards and Ethics' course.

1.34 In File 22.03, the Architect failed 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. Additionally, the Architect did not insert the date on the Seal that he applied to the 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, in support of the revised development permit and rezoning application for the 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 Complaint was resolved by consensual resolution agreement with the following penalty: a reprimand, a $4,000.00 fine, and completion of the AIBC's 'Ethics, *Act* and Bylaws' course.

1.35 Both of the previously referenced files bear a strong resemblance to Mr. Jhatam's case. In all three instances, the Architects failed to prepare and did not directly supervise the preparation of drawings completed by non-Architects on projects that required the services of an Architect.

Terms of agreement

1.36 In File 22.10, the Architect provided architectural services on some projects prior to having a Client-Architect Contract and 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, a $3,500.00 fine, and completion of the AIBC's 'Professional Practice Standards and Ethics' course.

1.37 In File 22.65, the Architect provided architectural services without executing a written Client-Architect Contract. Other charges included failing to apply his Seal on issued for rezoning and development permit drawings submitted to an authority having jurisdiction design panel and applying 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, a $3,500.00 fine, and completion of the AIBC's 'Professional Practice Standards and Ethics' course.

1.38 File 22.10 bears the strongest similarity to Mr. Jhatam's case. In both cases, the Architects provided architectural services on projects before executing a Client–Architect Contract and failed to provide the Client with written notification regarding professional liability insurance.

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

1.40 Mr. Jhatam 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 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.

Mohammed-Saeed Jhatam Former Registrant 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 Mohammed-Saeed Jhatam Former Registrant 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.