



ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

IN THE MATTER OF THE *ARCHITECTS ACT*
R.S.B.C. 1996 C. 17 AS AMENDED

AND

IN THE MATTER OF A CONSENSUAL
RESOLUTION BETWEEN:

ALAN LOWE ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

CONSENSUAL RESOLUTION AGREEMENT

The *Architects Act* authorizes the AIBC to attempt resolution of disciplinary matters by way of consensual resolution. AIBC Bylaws 36.0 through 36.22 provide the specific processes and procedures by which the AIBC and a member or other registrant may reach agreement on a complaint that would otherwise proceed to a hearing and decision at a disciplinary inquiry.

All consensual resolution agreements must be approved by the consensual resolution review panel before they are effective. By statute, this panel must have regard to the public interest when deciding whether to approve a consensual resolution agreement. An approved consensual resolution agreement has the same effect as an order made by a disciplinary committee under the *Architects Act*.

1.0 BACKGROUND AND AGREED FACTS

- 1.1 The parties agree that the relevant facts and circumstances leading to the investigation and this consensual resolution agreement (the “Agreement”) are set out below.

A. Overview

- 1.2 This matter began as a potential complaint regarding Alan Lowe Architect AIBC with respect to provision of architectural services for renovation of a hotel restaurant into a coffee shop with an exterior deck, in Victoria, BC (the “Project”).
- 1.3 Following its review of Mr. Lowe’s response to the potential complaint, the AIBC’s Investigation Committee (the “Committee”) initiated a complaint about Mr. Lowe in accordance with AIBC Bylaw 37.16(c).
- 1.4 Following its investigation, the Committee recommended that the matter proceed to a disciplinary inquiry for determination of whether Mr. Lowe breached certain sections of the *Architects Act*, R.S.B.C. 1996, c. 17 (the “*Act*”), the AIBC Bylaws and the applicable council rulings in the *Code of Ethics and Professional Conduct* (the “*Code of Ethics*”).
- 1.5 Mr. Lowe chose to pursue a consensual resolution with the AIBC.

B. Mr. Lowe

- 1.6 Mr. Lowe was first registered as an architect with the AIBC on December 5, 1988, and has maintained his registration ever since.
- 1.7 Mr. Lowe practises architecture through Alan Lowe Architect Inc, a corporation, that holds an AIBC certificate of practice (the “Firm”).

C. The Information Request/Complaint

- 1.8 In January 2020, the AIBC was contacted about a presentation of the Project given at a meeting of the City of Victoria Design Panel (the “Design Panel”). The person who contacted the AIBC was concerned that the Project was being presented by a member of the Firm who was not a registered architect, and without any other member of the Firm, or the client being present.
- 1.9 A review of the material submitted to the City of Victoria in support of a development permit application for the Project revealed design drawings which contained the Firm’s title block but did not have an architect’s seal.
- 1.10 The file was opened as a potential complaint, pursuant to AIBC Bylaw 37.2. The AIBC contacted Mr. Lowe and requested his response.
- 1.11 At its January 2020 meeting, the Committee considered Mr. Lowe’s response dated January 9, 2020. The Committee reviewed the materials before it and determined that there was sufficient basis to initiate a complaint against Mr. Lowe in accordance with AIBC Bylaw 37.16(c).

D. The Investigation/Agreed Facts

- 1.12 The investigation involved a review of the material submitted by Mr. Lowe, including his response to questions asked by the Committee, and a review of material submitted to the City of Victoria for the Project.
- 1.13 The facts in paragraphs 1.14 – 1.26 below are agreed to by the AIBC and Mr. Lowe, and are based on materials reviewed during the investigation.
- 1.14 The Firm was retained to provide architectural services with respect to the Project.
- 1.15 Mr. Lowe submitted his development permit application to the City of Victoria for the Project on July 15, 2019. In support of the application, Mr. Lowe provided drawings that did not contain his seal.
- 1.16 In response to concerns regarding the missing seal, Mr. Lowe stated that no sealed drawings were submitted to the City of Victoria for this development permit application. He further stated that in various municipalities in Greater Victoria it has been, and still is, the norm to not affix an architectural seal to design drawings for design panel and rezoning applications and the seal is required when applying for a building permit application.
- 1.17 Mr. Lowe acknowledged this was a good reminder for him of the AIBC Bylaw requiring all drawings submitted to the authority having jurisdiction produced by an architect, or under his supervision, direction or control must be sealed, signed and dated.
- 1.18 Mr. Lowe took corrective action by delivering sealed drawing for this Project to the City of Victoria before the next Design Panel meeting.
- 1.19 On December 18, 2019, the Firm was scheduled to have an advisory design panel meeting at the City of Victoria at 3:15 p m. On the same day, and at almost the same time, the Firm was also scheduled to have an advisory design panel meeting at the District of Saanich at 3:10 p m on another project.
- 1.20 Mr. Lowe, the only registered architect at the Firm, made the decision to attend the advisory design panel meeting at the District of Saanich.
- 1.21 Mr. Lowe sent an Intern Architect AIBC to the Victoria Design Panel meeting to make the presentation on the Project, without realizing it was a contravention of AIBC Bylaw 34.1 that necessitated an architect's attendance and supervision at such a meeting.
- 1.22 Mr. Lowe accepted his error and apologized to the AIBC and to the Intern Architect AIBC for making this inappropriate decision.
- 1.23 Acknowledging that it does not change his misconduct, Mr. Lowe stated that he worked with the Intern Architect on the presentation and the script that was to be presented before the Victoria Design Panel and prepared him for questions that he would be asked at the presentation.
- 1.24 Mr. Lowe stated it was not his intention to contravene the AIBC Bylaws, and he would have attended both design panel meeting if he did not have a scheduling conflict. He has since learned

from his error and made changes to his schedule for future meetings that resulted in a scheduling conflict.

- 1.25 Following its review of the material gathered during the investigation the Committee decided to recommend charges for determination at an inquiry by a disciplinary committee.
- 1.26 Upon being notified of the recommended charges, Mr. Lowe chose to pursue consensual resolution with the AIBC. No notice of inquiry has been issued.

E. Relevant Professional Standards

- 1.27 Section 77 of the Act, AIBC Bylaw 34.2 and 34.1 (with associated council rulings), and the professional standards in AIBC Bulletin 61 are relevant to the complaint about Mr. Lowe.
- 1.28 Section 77 of the *Act* states:

Architect's seal

77 (1) An architect must apply a seal, with signature and date, to letters of assurance, certificates, drawings and specifications prepared by or under the architect's supervision, direction or control if the architect practices architecture

- (a) as a member of the institute holding a current certificate of practice,
- (b) as a sole proprietor or partner of an architectural firm, or
- (c) on behalf of an architectural corporation as a continuing employee or shareholder of the corporation.

- 1.29 The relevant AIBC Bylaws and associated council rulings in the Code of Ethics state:

Bylaw 34.1 Each office maintained for offering architectural services to the public shall have an architect who has direct knowledge and supervisory control of the services.

- (c) When an authority having jurisdiction receives a formal presentation (e.g., to a design panel, public hearing, advisory commission or elected body) on an architectural matter, the presentation shall be made by (or under the attending, personal supervision of) an architect

Bylaw 34.2 An Architect shall seal the architect's work in accordance with the requirements of the Architects Act of British Columbia and the Bylaws and Council rulings.

1.30 The relevant professional standards articulated in AIBC Bulletin 61 state:

4.2 **Documents and Instruments of Service that Must be Sealed**

Section 77(1) of the Architects Act establishes the documents that require the application of a seal by the architect who prepared them or who provided supervision, direction or control of their preparation. **Note that it is not relevant to an architect's statutory and professional conduct obligations whether an authority (or client) has a seal requirement or expectation that differs from the obligations outlined below.** For example, it is not acceptable to dispense with the sealing requirements merely because, for example, a particular authority does not require development permit drawings to be sealed, whether that "requirement" derives from advice, policy or customary practice. The proper use of an architect's seal is a matter for the Architects Act and AIBC professional standards such as Bylaw 34.2, Council rulings thereto and this bulletin, not expectations established by local governments, clients or third parties.

[Emphasis added]

4.3 The following documents must be sealed:

...

Drawings

All drawings issued by an architect for approval by an authority or for reliance by a client or third party, including the general public, must be sealed. This includes drawings submitted for rezoning, development permit (including such processes as "development permission", "preliminary plan approval", etc.), design panel review, community presentation, building permit, tender, construction (working) drawings, addenda and drawings accompanying change orders, change directives and site instructions. Drawings submitted for amendments to applications must also be sealed

2.0 **ADMISSIONS**

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

- a. section 77(1) of the *Act* and AIBC Bylaw 34.2 by failing to apply his seal to drawings that were prepared by him or under his supervision, and such drawings were used for a development permit application; and
- b. AIBC Bylaw 34.1 and council ruling (c) by permitting a member of his staff who was not an architect make a presentation to the City of Victoria Design Panel in the absence of the attending personal supervision of an architect.

3.0 PENALTY AGREEMENT

- 3.1 The following penalty and terms have been agreed upon by Mr. Lowe and the AIBC:
- 3.1.1 A reprimand will be recorded against Alan Lowe Architect AIBC;
 - 3.1.2 Mr. Lowe is required to pay a fine in the amount of \$2,000 to the AIBC, within 30 days after the approval of this Agreement by the consensual resolution review panel; and
 - 3.1.3 Mr. Lowe is required to attend and complete an education program or programs (agreed to in advance by the AIBC) that cover substantially similar material to the AIBC's course "Ethics, Act and Bylaws", at his expense, no later than January 31, 2021. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Lowe, if he is unable to complete such course(s) by the prescribed date due to restrictions imposed by the current pandemic;
- 3.2 Mr. Lowe acknowledges and agrees that failure to complete the requirement in paragraph 3.1.2 or 3.1.3 above within the time specified will result in his removal from the register of the AIBC.
- 3.3 Mr. Lowe acknowledges and agrees that if he is removed from the register for failure to complete any of the requirements of this Agreement, he must do the following within 10 days of being advised in writing by the AIBC of his removal from the register:
- 3.3.1 Return his professional seal to the AIBC;
 - 3.3.2 Return his certificate of practice to the AIBC;
 - 3.3.3 Remove any project site signs under his firm name; and
 - 3.3.4 Provide the AIBC with a letter of undertaking confirming that he and his firm have;
 - a) Concluded all architectural business operations under his firm name;
 - b) Assigned, with client consent, any ongoing projects under his firm name to another architectural firm holding a current certificate of practice. In this portion of the undertaking letter, Mr. Lowe is to provide the project owner's name, project name and location and the name of the 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/his firm'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;
 - d) Removed project site signs which identified him or his firm, or alternatively, amended such project signs by removing his identity/ his firm's identity; and
 - e) 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 *Architects Act*, until such time as he has been returned to the AIBC register.

- 3.4 Mr. Lowe acknowledges and agrees that if he is removed from the register for failure to complete the requirements of this Agreement, 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 as stated in AIBC Bulletin 2.

4.0 COSTS

- 4.1 Mr. Lowe agrees to pay costs for this consensual resolution, fixed at an amount of \$750, payable to the AIBC within 30 days following approval of this Agreement by the consensual resolution review panel.
- 4.2 The parties acknowledge that costs are not intended as a punitive measure reflecting the conduct that is the subject of this Agreement. The assessment of costs payable by Mr. Lowe is an acknowledgement of the AIBC's partial costs resulting from the consensual resolution process, and is separate from the agreed-upon penalty.
- 4.3 The parties have referred to the AIBC's Consensual Resolution Costs Guidelines in agreeing on the amount of costs.

5.0 PUBLICATION

- 5.1 This Agreement, including the attached Schedule, shall be published by the AIBC including website publication and distribution to all registrants of the AIBC, in a manner that the AIBC deems fit in the public interest.
- 5.2 In the event Mr. Lowe is removed from the register for non-compliance with this Agreement, the AIBC may notify the public, registrants, and other interested parties where appropriate.

6.0 ACKNOWLEDGEMENT

This Agreement 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.

Mr. Lowe 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 Agreement and has taken such advice or freely elected not to do so.

The facts and terms of this Consensual Resolution Agreement are acknowledged and agreed to by Alan Lowe Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.

Approved by the Consensual Resolution Review Panel on August 14, 2020.

SCHEDULE – REASONS FOR PENALTY TO CONSENSUAL RESOLUTION AGREEMENT BETWEEN

ALAN LOWE ARCHITECT AIBC
AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

1.0 REASONS FOR PENALTY

- 1.1 Alan Lowe 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 Consensual resolution of AIBC disciplinary matters operates pursuant to section 51.1 of the *Architects Act* and AIBC Bylaws 36.0 through 36.22. The proposed admissions and disciplinary action do not take effect unless the Agreement is approved by the consensual resolution review panel.
- 1.3 Under the process established by the *Act*, the consensual resolution review panel has a very important task: to review proposed disciplinary agreements in the public interest.
- 1.4 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]

- 1.5 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.
- 1.6 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...

- 1.7 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

- 1.8 In determining an appropriate penalty, professional regulatory bodies in B.C. 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”).
- 1.9 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;
 - (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.
- 1.10 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.
- 1.11 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.
- 1.12 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. The AIBC has also employed it in a recent case that was novel and complex.
- 1.13 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

- 1.14 Mr. Lowe failed to apply his seal to drawings prepared by him or under his supervision which were submitted to the City of Victoria for a development permit. This is generally considered moderately serious conduct.
- 1.15 The requirement for an architect's seal on architectural drawings is established in the *Act* and the AIBC Bylaws. An architect's seal is a representation to the public that the architect who applies a seal is taking responsibility for the document to which it is applied.
- 1.16 Mr. Lowe's failure to attend the Design Panel meeting is also of a moderately serious nature.
- 1.17 When formal presentations are made on architectural matters, the public is entitled to expect that the presentation will be made by an architect or under the personal supervision of an attending architect. In this case, the presentation was given by an employee of the Firm with no architect from the Firm present.
- 1.18 The fact that Mr. Lowe reviewed the design rationale with the Intern Architect and supervised his preparation for the presentation does not lessen the requirement that an architect be present.

1.19 Overall, the misconduct in this case is moderately serious.

(b) Character and professional conduct record of the respondent

1.20 Mr. Lowe is 58 years old. He has been registered as an architect with the AIBC since December 5, 1988.

1.21 Mr. Lowe does not have a professional conduct record with the AIBC. This is a mitigating factor.

(c) Acknowledgement of the misconduct and remedial action

1.22 Throughout the investigation, Mr. Lowe was professional, forthright and prompt in providing responses.

1.23 Following the complaint, Mr. Lowe took corrective action by rescheduling two separate municipal meetings that were scheduled at the same time, so he would be able to attend each meeting in person to make the presentations

1.24 Mr. Lowe took corrective action by resubmitting sealed drawings for the Project in this case before the next Design Panel meeting. He acknowledged that although his experience was that the City of Victoria accepted unsealed drawings, this was a good reminder for him that all drawings submitted to the authority having jurisdiction produced by an architect, or under his supervision, direction or control must be sealed, signed and dated.

1.25 Mr. Lowe's acknowledgement of his errors and his participation in the consensual resolution process indicates he has acknowledged his misconduct.

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

1.26 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

1.27 'Specific deterrence' means deterring the respondent from repeating the conduct in question. In this case, Mr. Lowe has engaged in a meaningful exchange with the AIBC to gain an understanding of the issues resulting in this consensual resolution agreement so that they do not occur again.

1.28 '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 Agreement will serve to caution and remind architects of the importance of compliance with the *Act*, the AIBC Bylaws, and council rulings.

1.29 The public has the right to expect that architects 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 members through a process that is fair, proportionate, and consistent.

- 1.30 While no two files are identical, the following AIBC precedents demonstrate the penalties and sanctions that have been imposed in files where similar conduct was at issue.

Failed to apply a seal to drawings

- 1.31 In File 18.04, the architect failed to apply his seal to a drawing prepared by him or under his supervision, direction or control. In addition, he entered into a client-architect agreement that did not contain the required compliance statement and failed to include a statement of an entity's right to practice architecture on a document or service. The architect had no previous disciplinary record and promptly acknowledged his errors and took corrective measures. The file was resolved by a reprimand, a \$1,500 fine, and required to attend the Ethics, Act and Bylaws course.

Failed to attend a formal presentation

- 1.32 AIBC Files 06.09 and 08.10 are two complaint files that were resolved within a single disciplinary inquiry. The disciplinary committee accepted a joint submission that stated the architect:
- 1.32.1 began providing architectural services prior to execution of a client-architect agreement or providing notice of his firm's professional liability insurance status and compliance with AIBC Bylaws;
 - 1.32.2 failed to attend two Advisory Planning Commission meetings as the architectural representative;
 - 1.32.3 failed to notify the previously engaged architect that he had been approached to provide architectural services for a project;
 - 1.32.4 failed to apply his professional seal on drawings submitted to the City of Kelowna for the purposes of obtaining a development permit; and
 - 1.32.5 allowed a non-architect to prepare drawings up to the development permit stage without direct supervisory control by an architect.
- 1.33 The allegations and admissions were numerous and found to be reasonably serious. The architect was cooperative and forthcoming with information, and had no professional conduct record. The architect received a reprimand, a \$6,500 fine, attend and complete the Ethics, Act and Bylaw course and attend an Oral Conduct Review.
- 1.34 In File 18.11, the facts were as follows:
- 1.34.1 a client submitted the architect's unsealed drawings to the authority having jurisdiction;
 - 1.34.2 when this was brought to the architect's attention, he took prompt and corrective action and submitted sealed drawings;
 - 1.34.3 the architect sent a member of his staff, who was not an architect to make the presentation to the design panel, without a supervising architect;

- 1.34.4 prior to sending his staff member to the meeting, the architect reviewed the design rational with his employee and supervised his preparation for presentation.
- 1.35 The architect was professional and forthright in his responses and a senior member for the profession. He also had a previous conduct record for CES non-compliance. The complaint was resolved by reprimand, a \$2,000 fine, and taking the Ethics, Act and Bylaws course.
- 1.36 The case most similar to that of Mr. Lowes' is File 18.11, in which the architect also failed to seal development permit drawings and failed to attend a formal presentation as the architectural representative.
- 1.37 The other cases can be readily distinguished from the current matter because they either include only one of the contraventions at issue or in the case of Files 06.09 and 08.10, involves two complaint files and concern other serious infractions.
- 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 Mr. Lowe and the AIBC submit that, based on the cases above, and upon a 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 Agreement will be published as required by AIBC Bylaw 36.20, including website publication for a period of six months and distribution to members and other registrants of the AIBC.
- 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 members and other 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.

Mr. Lowe 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 Consensual Resolution Agreement are acknowledged and agreed to by Alan Lowe Architect AIBC and the AIBC, represented by Mark Vernon, CPA, CA, CPA (IL), CEO.

For further information on the AIBC's consensual resolution process, please contact Meagan Sands, Paralegal, Manager Regulatory Compliance at msands@aibc.ca.