



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:

NORMAN GODDARD 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 The AIBC’s Investigation Committee (the “Committee”) conducted an investigation into a complaint about Norman Goddard Architect AIBC with respect to the provision of architectural services for a two-building apartment complex in Summerland, BC (the “Project”).
- 1.3 Following its investigation, the Committee recommended that the matter proceed to a disciplinary inquiry for determination of whether Mr. Goddard 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”).
- 1.4 Mr. Goddard chose to pursue a consensual resolution with the AIBC.

### B. Mr. Goddard

- 1.5 Mr. Goddard was first registered as an architect with the AIBC on February 4, 2005, and has maintained his registration since that time.
- 1.6 Mr. Goddard practises architecture through Norman Goddard Architecture Ltd., a corporation that holds an AIBC certificate of practice issued on May 30, 2005.
- 1.7 Mr. Goddard is the sole shareholder of Norman Goddard Architecture Ltd.

### C. The Complaint

- 1.8 In November 2020, the AIBC received a complaint from the owners of the Project (respectively, the “Complaint” and the “Complainants”).
- 1.9 In the Complaint, the Complainants stated their dissatisfaction with the architectural services provided by Mr. Goddard and noted that services for the Project were provided without a client-architect agreement in place.
- 1.10 The complaint was provided to Mr. Goddard for his response, and the Committee initiated an investigation.

### D. The Investigation/Agreed Facts

- 1.11 The investigation involved a review of the material submitted by the Complainants and Mr. Goddard. Mr. Goddard and the Complainants also separately attended interviews with the Committee.

- 1.12 The facts in paragraphs 1.13 – 1.22 below are based on material reviewed during the investigation and agreed to by the AIBC and Mr. Goddard.
- 1.13 In early May 2018, the Complainants contacted Mr. Goddard by email to discuss whether he would be able to provide architectural services on the Project. Mr. Goddard's office replied that they welcomed discussing the scope and timeline of the Project.
- 1.14 The Complainants did not pursue working with Mr. Goddard at that time, because they had approached another architect to work on the Project.
- 1.15 In early November 2018, the Complainants again contacted Mr. Goddard's office, explaining that the architect they had solicited was unable to assist with the Project and asked for a meeting with Mr. Goddard.
- 1.16 On November 11, 2018, an in-person meeting was held between the parties to discuss the Project.
- 1.17 In early 2019, Mr. Goddard and his firm officially began to provide architectural services in relation to the Project. This included discussing and developing alternate design layouts to address zoning bylaw requirements for parking and fire access, and attending meetings with the authority having jurisdiction.
- 1.18 The business relationship between the parties had deteriorated by late summer 2019, and came to an abrupt end in mid-December 2019.
- 1.19 Mr. Goddard acknowledged in his initial reply to the Complaint that his firm did not provide a client-architect agreement to the Complainants for the Project. He stated that he thought it had been sent, when in fact had not been.
- 1.20 Mr. Goddard further stated in his reply and in his interview with the Committee that his firm has taken steps to ensure that all client-architect agreements are received prior to commencement of any architectural work.
- 1.21 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.
- 1.22 Upon being notified of the recommended charges, Mr. Goddard chose to pursue consensual resolution with the AIBC. No notice of inquiry has been issued.

#### **E. Relevant Professional Standards**

- 1.23 AIBC Bylaws 28.0, 28.1 and 34.10 and associated council rulings are relevant to the complaint against Mr. Goddard.

**Bylaw 28.0 The architect's professional services shall be engaged subject to the following conditions:**

**Bylaw 28.1 Services, responsibilities and General Conditions shall be based upon and generally consistent with those described in the most recent edition**

of the “Canadian Standard Form of Agreement between Client and Architect”, or such other form of agreement as Council may approve.

**Bylaw 34.10** Except in an approved competition, an architect shall provide no form of service until retained and in receipt of the client's instructions.

...

- (d) An architect must confirm the terms and conditions of engagement, in a written agreement with the client, executed prior to the architect's commencing work, on any commission.
- (e) Before entering into an agreement to provide architectural services, a Certificate of Practice holder must notify the client in writing whether or not professional liability insurance is held and under what terms.
- (f) Each (i) proposal for architectural services, and (ii) client-architect agreement (contract), must contain the statement that it “is in compliance with the AIBC Bylaws, including especially (but not limited to) Bylaw 28: Professional Engagement and Bylaw 34.16; the Tariff of Fees for Architectural Services; and the Code of Ethics.

## 2.0 ADMISSIONS

- 2.1 Considering the facts agreed to above, Mr. Goddard acknowledges and admits that he contravened AIBC Bylaws 28.0, 28.1 and 34.10 and council ruling (d), (e), and (f) by:
  - 2.1.1 providing architectural services prior to being retained through a proper written agreement executed prior to commencing services;
  - 2.1.2 failing to provide written notification to the client as to whether or not professional liability insurance was held and under what terms; and
  - 2.1.3 failing to provide the required compliance statement about AIBC Bylaws.

## 3.0 PENALTY AGREEMENT

- 3.1 The following penalty and terms have been agreed upon by Mr. Goddard and the AIBC:
  - 3.1.1 A reprimand will be recorded against Norman Goddard Architect AIBC; and
  - 3.1.2 Mr. Goddard is required to pay a fine in the amount of \$1,000 to the AIBC, within 30 days after the approval of this Agreement by the consensual resolution review panel
- 3.2 Mr. Goddard acknowledges and agrees that failure to complete the requirement in paragraph 3.1.2 above within the time specified will result in his removal from the register of the AIBC.

- 3.3 Mr. Goddard 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, 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;
  - 3.3.2 Return Norman Goddard Architecture Inc's certificate of practice to the AIBC; and
  - 3.3.3 Provide the AIBC with a letter of undertaking confirming that he has:
    - a) Concluded all architectural business operations through Norman Goddard Architecture Inc;
    - b) Assigned, with client consent, any ongoing projects under his name to another architect or architectural firm holding a current certificate of practice. In this portion of the undertaking letter, Mr. Goddard 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 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; 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. Goddard 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. Goddard 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. Goddard 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. Goddard 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. Goddard 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.

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

*Approved by the Consensual Resolution Review Panel on May 13, 2022.*

# SCHEDULE – REASONS FOR PENALTY TO CONSENSUAL RESOLUTION AGREEMENT BETWEEN

NORMAN GODDARD ARCHITECT AIBC  
AND  
THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

## 1.0 REASONS FOR PENALTY

1.1 Norman Goddard 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 The allegation against Mr. Goddard is of a moderately serious nature. Mr. Goddard entered into a contractual relationship with the Complainants to provide architectural services for the Project, without a written client-architect agreement, although one is clearly required by the Bylaws.
- 1.15 The failure to have an agreement in place necessarily meant that Mr. Goddard did not and could not notify the Complainants about the required professional liability insurance advisory and compliance statement as required by AIBC Bylaw 34.10.
- 1.16 This omission is concerning since the requirement for a client-architect agreement with the appropriate clauses is implemented in the public interest and compliance is expected by the AIBC, the profession and the public.
- 1.17 There is considerable risk in proceeding without a client-architect agreement. The Complainants have been impacted by Mr. Goddard's failure to use a written contract. The absence of an agreement

created uncertainty and a lack of clarity in the scope of work which contributed to the deterioration in the client-architect relationship.

- 1.18 Overall, these are aggravating factors, even though Mr. Goddard did not appear to benefit from his misconduct.

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

- 1.19 Mr. Goddard is 63 years old. He has been registered as an architect with the AIBC since February 4, 2005.
- 1.20 Mr. Goddard has no professional conduct record with the AIBC. This is a mitigating factor.

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

- 1.21 Mr. Goddard recognized and readily acknowledged his failure to have a written client-architect agreement for this Project and has been cooperative and candid in the course of the investigation.
- 1.22 Mr. Goddard stated he has already made process changes to his practice to ensure architectural services are not provided unless a written client-architect agreement that is in accordance with the Bylaws has been received by his office. Overall these are mitigating factors.
- 1.23 Mr. Goddard's participation in the consensual resolution process and the admission he makes in the Agreement indicates he has acknowledged his misconduct. This acknowledgment suggests that the concerns arising in this matter have been brought to his attention in a meaningful way.

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

- 1.24 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.
- 1.25 'Specific deterrence' means deterring the respondent from repeating the conduct in question. In this case, while Mr. Goddard did not gain any advantage by his misconduct, the discipline process and the penalty proposed will likely mean that he will be more careful in the future to ensure he has an executed client-architect agreement before he provides architectural services to a client.
- 1.26 '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.
- 1.27 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.

- 1.28 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.
- 1.29 In AIBC File 03.12, the architect provided services prior to being retained and having a written agreement. He provided clients with concept sketches prior to being retained. He also continued to provide services to the clients based on an understanding of an hourly fee and failed to enter into a client-architect agreement. There were also additional charges for failing to conduct his affairs in a professional manner for failing to remove a lien from the clients' property in a timely manner. A consensual resolution was approved under which the architect received a reprimand, a \$2,000 fine, and was required to complete the AIBC course "Ethics, Act and Bylaws".
- 1.30 In June 2010, a Disciplinary Committee, accepted a Joint Submission in file 08.15, a matter where the architect provided architectural services to a client prior to being retained by way of a written client-architect agreement. The architect failed to inform the client as to whether professional liability insurance was held and under what terms; and failed to include the required statement in his fee proposal or contract regarding compliance with AIBC Bylaws. The Discipline Committee found this to be a matter of moderate gravity as the architect had three previous admissions of unprofessional conduct in breach of Bylaw 30.2 regarding mandatory continuing education. The panel noted the architect was fully cooperative with the process, provided several letters of reference and gained no advantage by the lack of contract. The approved sanction was a reprimand, \$2,500 fine and publication to members.
- 1.31 In AIBC File 15.04, the sole issue was providing architectural services without having a written client-architect agreement in place prior to commencing services. Consequently, the architect failed to provide written notification to the client as to whether professional liability insurance was held and under what terms; and also failed to provide the required compliance with AIBC Bylaws statement. The architect took full responsibility for the complaint, acknowledged that he had acted unprofessionally and was fully cooperative throughout the process. The architect also had no prior professional conduct record. The matter was resolved by consensual resolution in which there was a reprimand, \$1,000 fine and publication.
- 1.32 Mr. Goddard's matter relates to the sole issue of not having a client-architect agreement in place. Accordingly, it is less serious than AIBC File 03.12 in which there was an additional charge related to the architect not conducting affairs in a professional manner which resulted in a higher fine.
- 1.33 While a lack of a client-architect agreement was the sole issue in AIBC File 08.15 the matter resolved by way of a higher fine. Mr. Goddard's case is distinguishable since he does not have a prior discipline history. It is included to show the range of sanctions that have been imposed in cases for failing to use a client-architect agreement.
- 1.34 In all of circumstances, AIBC File 15.04 is most similar in circumstances to Mr. Goddard's matter by way of the charges, admissions, cooperation, and lack of prior discipline record. Accordingly, the AIBC is satisfied the penalty in his matter is fair and proportionate.
- 1.35 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.

- 1.36 Mr. Goddard 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 Bylaws, including website publication 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. Goddard acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Schedule and has taken such advice or freely elected not to do so.

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*The facts and terms of this Schedule – Reasons for Penalty to Consensual Resolution Agreement are acknowledged and agreed to by Norman Goddard 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](mailto:msands@aibc.ca).*