



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:

ANDREW IGEL ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

## CONSENT ORDER

The *Professional Governance Act* (“PGA”) authorizes the AIBC to propose resolution by consent order on matters that may otherwise be dealt with at a discipline hearing. Section 73 of the PGA and current 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 information pursuant to the duty to report requirement in Section 58 of the PGA about Andrew Igel Architect AIBC concerning the provision of architectural services for a tenant improvement project in Surrey, BC (the “Project”).
- 1.4 A Complaint was opened with the AIBC as the nominal Complainant.
- 1.5 The Investigation Committee (the “Committee”) reviewed and considered the Complaint material and Mr. Igel’s response and initiated an investigation in accordance with AIBC Bylaw 6.12.1.
- 1.6 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.
- 1.7 The concerns identified in the Complaint occurred before the AIBC’s transition to the PGA, therefore references are made to the repealed *Architects Act* (the “former *Act*”) and the former AIBC Bylaws (March 25, 2021) in the Code of Ethics and Professional Conduct effective March 25, 2021 (“Code of Ethics”).

### B. Andrew Igel

- 1.8 Mr. Igel was first registered as an Architect with the AIBC on May 5, 2009, and has maintained his registration since that time.
- 1.9 Mr. Igel practises architecture through Igel Architecture Ltd. (the “Firm”), a corporation that has held a Certificate of Practice since April 2013.
- 1.10 Mr. Igel is the sole shareholder and the only Architect at the Firm.

### C. The Complaint

- 1.11 In November 2022, the AIBC received information that a non-Registrant design and construction company (the “Designer”) was overseeing the design of the Project and coordinating permit submissions to the City of Surrey (the “City”), and that Mr. Igel, the Architect for the Project, was reportedly only reviewing and sealing the Designer’s drawings.
- 1.12 Included with the information received were copies of the site plan, zoning, building code analysis, and the key plan drawings submitted by the Designer to the City. Upon review it was noted that all documents were prepared by the Designer as the Designer’s name and logo appeared on the title

block, the drawings stated that the Designer owned the copyright, and the drawings were not sealed and signed by Mr. Igel.

- 1.13 Based on the information received, a Complaint was opened in which the AIBC was named as the nominal Complainant.
- 1.14 Upon reviewing the Complaint and Mr. Igel's response, the Committee decided to initiate an investigation pursuant to AIBC Bylaw 6.12.1.

**D. The Investigation/Agreed Facts**

- 1.15 The investigation involved a review of the Project material, Mr. Igel's response to the Complaint, as well as his responses to subsequent questions and requests for information. Mr. Igel also attended an interview with the Lead Investigator 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 – 1.24 below are based on materials reviewed during the investigation and agreed to by Mr. Igel and the Committee.
- 1.18 In response to the Complaint materials and allegations, Mr. Igel's counsel submitted a response outlining the following Project chronology:
  - 1.18.1 April 11, 2022: Mr. Igel entered into a written contract with the Designer to provide architectural services for the Project. The Designer served as both the builder and the agent for obtaining the building permit ("BP").
  - 1.18.2 April 28, 2022: Mr. Igel prepared the documents required for the BP application, which the Designer then submitted to the City. All BP documents submitted to the City were signed and sealed by Mr. Igel.
  - 1.18.3 Following the BP submission: Email correspondence took place between the Designer and the City to discuss details of the submitted BP documents. To facilitate discussions, drawing files in PDF format, without Mr. Igel's Seal, were exchanged between the Designer and the City.
  - 1.18.4 November 10, 2022: The City requested that the BP drawings be reformatted using Mr. Igel's proprietary template, as the original submission displayed the Designer's company logo. Before Mr. Igel could respond, as he was traveling and did not have access to email, a representative of the Designer replied to the City stating:

*"The Designer has always used our own template since we do our drawings in-house. We indicate the architect's logo and company information on our drawings next to their seal on each page. This has always been sufficient for the architect, as they simply review our drawings and stamp them. (Andy, can you please confirm?)."*

- 1.18.5 January 10, 2023: The City completed its review, approved the BP, and issued it for the Project.
- 1.18.6 February 2023: The Project was completed, inspected by all consultants, and approved for occupancy.
- 1.19 Mr. Igel's response also included a copy of the Client-Architect Contract, dated April 11, 2022. The Client-Architect Contract did not indicate that professional liability insurance was in place for the architectural services provided, nor did it state that the policy was available for Client review upon request. Additionally, the contract did not confirm compliance with AIBC Bylaws, including the Code of Ethics and Professional Conduct. The Client was not provided with any additional documents containing the liability insurance and compliance information.
- 1.20 In response to investigation requests for further information, Mr. Igel's counsel stated that Mr. Igel did not keep any time sheets or telephone logs due to the small-scale nature of the Project. He stated that communications regarding drawing changes were conducted via phone and email, and that the Designer's technologists developed the drawings, which Mr. Igel reviewed and sealed only after ensuring they met his requirements.
- 1.21 Additional investigation requests were made for sealed BP drawings and sealed Letters of Assurance ("Schedules"). In response, Mr. Igel's counsel stated that all BP documents had been physically submitted with wet Seals. The AIBC made a subsequent request to the City for that information.
- 1.22 The City provided the requested documents. It was noted that the submission included only the BP drawings sealed by Mr. Igel on January 4, 2023, and Schedule B, which he had sealed on April 27, 2022. The date of the Seal on the BP drawings contradicted the chronology outlined in Mr. Igel's initial response to the Complaint, which stated he had prepared and sealed the BP application documents by April 28, 2022. The investigation revealed that the BP drawings were sealed after the City's request for sealed drawings to the Designer on November 10, 2022.
- 1.23 During his interview, Mr. Igel stated that:
- 1.23.1 he works alone but occasionally hires technologists;
  - 1.23.2 on this Project he relied on the Designer's staff, with whom he had worked since 2015;
  - 1.23.3 the Designer had already been retained and was working on the Project when it was determined that an Architect was required for the permitting stage;
  - 1.23.4 at the time of his engagement, the Designer had already developed space planning and drawings;
  - 1.23.5 his Project fee in the amount of \$1,200.00 was for drawing reviews, building code compliance, and permitting;
  - 1.23.6 he estimated that he spent approximately 10 hours on the Project, primarily reviewing the drawings provided by the Designer;

- 1.23.7 while he issued the BP drawings, he was not involved in the design process and his involvement was limited to ensuring building code compliance;
- 1.23.8 he did not directly communicate with the City except when copied in emails;
- 1.23.9 the Designer prepared the code compliance notes and he could not explain the errors noted by the City; and
- 1.23.10 the issued for tender and issued for construction drawings sets were issued by the Designer without his Seal.
- 1.24 In response to the investigation requests for coordination drawings, payment confirmation, and other proof of supervision, Mr. Igel's counsel confirmed that no paper markups were saved, and provided a payment receipt for architectural services totaling \$1,390.62. It was stated that this payment covered "*services rendered to date and a deposit for the remainder of services during the permitting process*".
- 1.25 Following its review and consideration of the Final Investigation Report and comments from Mr. Igel, the Committee proposed this Order as a resolution to the matter.

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

- 1.26 Under the former *Act*, the AIBC Bylaws established the underlying principles, values, standards, and rules of behaviour for Registrants. These Bylaws were supplemented by council rulings which were binding rules that elaborated on the Bylaws' fundamental statements.
- 1.27 Sections 65(1) and 77(1) of the former *Act*, and former AIBC Bylaws 28.0 (b), 30.1, 33.3 and council ruling (a), 34.1 and 34.2 in the Code of Ethics, are relevant to the Complaint about Mr. Igel.
- 1.28 Sections 65(1) and 77 of the former *Act* state:

#### **Partnership with non-architect**

65(1) A member, architectural firm, or licensee must not practise architecture in partnership with a person not entitled to practise architecture, or make an agreement or arrangement or do an act that will enable the person to practise architecture contrary to this Act.

#### **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 practises architecture.

- 1.29 The relevant former AIBC Bylaws in the Code of Ethics state:

**Bylaw 28.0 An architect is not permitted to provide architectural services to a client until the following conditions are satisfied:**

...

- (b) The client has been advised in writing:
- (i) whether professional liability insurance is in place in relation to the architectural services to be provided for the commission;
  - (ii) that the professional liability insurance policy in (i) is available for review by the client upon request; and
  - (iii) that the contract “is in compliance with AIBC Bylaws, including the Code of Ethics and Professional Conduct.”

**Bylaw 30.1** In practising architecture, an architect shall act with reasonable care and competence, and shall apply the knowledge, skill and judgement, which are ordinarily applied by architects currently practising in the province of British Columbia.

**Bylaw 33.3** An architect shall comply with the Architects Act of British Columbia, the Bylaws under the Architects Act, and Council rulings.

- (a) An architect must not directly or indirectly condone or encourage contravention of the *Architects Act*, Bylaws and Council rulings by others.

*The Architects Act, Bylaws and council rulings provide the foundation for the regulation of the profession of architecture in BC, on behalf of the public. The Bylaws and council rulings found in this Code of Ethics and Professional Conduct establish the core standards of competency and ethics for architect and other registrants.*

*Architects and other registrants may be asked to participate in any number of scenarios that intersect with requirements in the Architects Act, Bylaws or council rulings. This may include “illegal practice”: The practising of the profession or architecture, by action or representation, by non-architects. Council ruling (a) serves as a reminder that it is unprofessional conduct to participate in any way with illegal practice.*

*Refer to Bulletin 65.*

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

**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.

## 2.0 ADMISSIONS

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

- 2.1.1 section 65(1) of the former *Act* and former AIBC Bylaw 33.3 and council ruling (a), by practising architecture in partnership with the Designer, who was not entitled to practise architecture, enabling the Designer to practise architecture contrary to the former Act;
- 2.1.2 section 77(1) of the former *Act* and former AIBC Bylaw 34.2 by failing to seal architectural drawings issued for the Project submitted for reliance by the City;
- 2.1.3 former AIBC Bylaws 30.1 and 34.1 by failing to have direct knowledge and supervisory control of the services provided for the Project; and
- 2.1.4 former AIBC Bylaw 28.0 (b) by failing to provide written notification to the Client as to whether professional liability insurance was held and under what terms; and advising that the contract was in compliance with AIBC Bylaws and Code of Ethics.

### 3.0 PENALTY ORDER

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

- 3.1.1 a reprimand will be recorded against Andrew Igel Architect AIBC;
- 3.1.2 Mr. Igel is required to pay a fine in the amount of \$10,000.00 to the AIBC, within 30 days after this Order has been executed;
- 3.1.3 Mr. Igel is required to attend and complete the AIBC's "Professional Practice Standards and Ethics" online course at his expense, within 90 days after this Order has been executed. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Igel, if he is unable to complete the course by the prescribed date due to extenuating circumstances;
- 3.1.4 Mr. Igel is required to attend and complete the AIBC's "Mandatory Firm Registrants Course" at his expense, within 90 days after this Order has been executed. The Director of Professional Conduct and Illegal Practice is authorized to provide a reasonable extension, upon request by Mr. Igel, if he is unable to complete the course by the prescribed date due to extenuating circumstances; and
- 3.1.5 Mr. Igel is required to attend a conduct review with a panel from the AIBC Conduct Review Committee at a mutually agreed upon time, within 90 days after the execution of this Order (subject to extension of time agreed to by the Director of Professional Conduct and Illegal Practice and Mr. Igel if a conduct review panel cannot be convened within this time period) to:
  - 3.1.5.1 provide information and answer questions related to the matters that gave rise to this Order;
  - 3.1.5.2 discuss how to prevent the conduct that gave rise to the Complaint from being repeated; and
  - 3.1.5.3 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 Mr. Igel acknowledges and agrees that failure to complete the requirement in paragraphs 3.1.2 to 3.1.5 above within the time specified will result in his suspension from the register of the AIBC.
- 3.3 Mr. Igel acknowledges and agrees that if he is suspended from the register for failure to complete any of the requirements of this Order, he must do the following within 10 days of being advised in writing by the AIBC of his suspension from the register:
- 3.3.1 return his professional Seal to the AIBC, and if applicable, his digital Seal as required by his agreement with Notarius, the Canadian company authorized to issue digital seals to British Columbia architects;
  - 3.3.2 return Igel Architecture Ltd.'s Certificate of Practice to the AIBC;
  - 3.3.3 return any project site signs under Igel Architecture Ltd. to the AIBC; and
  - 3.3.4 provide the AIBC with a letter of undertaking confirming that he has:
    - a) concluded all architectural business operations through Igel Architecture Ltd.;
    - 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. Igel is to provide the project owner's name, project name and location and the name of the Architect or Architectural Firm assuming responsibility for the project. This list must include all projects undertaken which are not completed;
    - c) informed the appropriate officials and authorities having jurisdiction, in writing, of his or Igel Architecture Ltd.'s status on any projects submitted for municipal approval as a development permit application, building permit application, subdivision application or any other municipal process. Such notification letters must be copied to the AIBC; and
    - d) confirmed that he will not refer to himself as an Architect and that he will not practise architecture or offer to provide architectural services as defined by the PGA and the *Architects Regulation*, until such time as he has been returned to the AIBC register.
- 3.4 Mr. Igel acknowledges and agrees that if he is suspended from the register for failure to complete the requirements of this Order, or if he resigns from the register prior to completing all requirements, he may not apply for reinstatement until he has done so. Upon completion of all outstanding requirements, he may apply for reinstatement and will be subject to all applicable fees and requirements for reinstatement.

#### 4.0 COSTS

- 4.1 Mr. Igel 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. Igel acknowledges and agrees that failure to complete the requirement in paragraph 4.1 above within the time specified will result in his suspension from the register of the AIBC.
- 4.3 The parties acknowledge that costs are not intended as a punitive measure reflecting the conduct that is the subject of this Order. The assessment of costs against Mr. Igel is an acknowledgement of the AIBC's partial costs resulting from the Order process, and is separate from the agreed-upon penalty.
- 4.4 The parties have referred to the AIBC Bylaws: Schedule S: Administrative Guidelines for Costs in agreeing on the amount of costs.

## 5.0 PUBLICATION

- 5.1 This Order, including the attached penalty schedule, must be published by the AIBC on its website, pursuant to Section 82 of the PGA and 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.
- 5.3 In the event Mr. Igel is suspended from the register for non-compliance with this Order, the AIBC will notify the public, Registrants, and other interested parties where appropriate.

## 6.0 ACKNOWLEDGEMENT

**This Order may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.**

Andrew Igel Architect AIBC acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Order and has taken such advice or freely elected not to do so.

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*The facts and terms of this Consent Order are acknowledged and agreed to by Andrew Igel Architect AIBC and the Investigation Committee. The Order was signed on October 20, 2025.*

## SCHEDULE – REASONS FOR PENALTY

TO

CONSENT ORDER

BETWEEN

ANDREW IGEL ARCHITECT AIBC

AND

THE ARCHITECTURAL INSTITUTE OF BRITISH COLUMBIA

### 1.0 REASONS FOR PENALTY

1.1 Andrew Igel Architect AIBC and the AIBC agree that, in light of the agreed facts and admissions, the proposed penalty is proportionate, fair, and consistent with the public interest. A detailed analysis follows.

#### A. The Public Interest and Principles of Sentencing (Sanctions)

1.2 Pursuant to Section 73 of the PGA, the PGA Investigation Committee may, before the commencement of the discipline hearing, propose, in writing, to the person who is the subject of an investigation that a consent order be made for the voluntary resolution of one or more matters that may otherwise be dealt with at the discipline hearing. Under current Bylaw 7.17, the PGA Investigation Committee makes a final determination as to whether all terms of the consent order have been satisfied.

1.3 The role of a reviewing panel was discussed in *Law Society of BC v. Rai*, 2011 LSBC 2. In that case, a panel was considering an agreement between a lawyer and the regulator on agreed facts and discipline 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 discipline matters.

## **B. *Ogilvie* Factors**

- 1.7 In determining an appropriate penalty, professional regulatory bodies in British Columbia have often referred to the factors considered in the case of *Law Society of British Columbia v. Ogilvie* [1999] LSBC 17 (known as the “*Ogilvie* Factors”).
- 1.8 This involves an assessment of whether the *Ogilvie* Factors apply and if so, whether they are aggravating or mitigating. The *Ogilvie* Factors include the following:
  - (a) the nature and gravity of the conduct proven [or admitted];
  - (b) the age and experience of the respondent;
  - (c) the previous character of the respondent, including details of prior discipline;
  - (d) the impact upon the victim;
  - (e) the advantage gained, or to be gained, by the respondent;
  - (f) the number of times the offending conduct occurred;

- (g) whether the respondent has acknowledged the misconduct and taken steps to disclose and redress the wrong and the presence or absence of other mitigating circumstances;
  - (h) the possibility of remediating or rehabilitating the respondent;
  - (i) the impact upon the respondent of criminal or other sanctions or penalties;
  - (j) the impact of the proposed penalty on the respondent;
  - (k) the need for specific and general deterrence;
  - (l) the need to ensure the public's confidence in the integrity of the profession; and
  - (m) the range of penalties in similar cases.
- 1.9 The *Ogilvie* Factors were subsequently consolidated and streamlined in the case of *Edward Dent (Re)*, 2016 LSBC 5. In that case, the hearing panel acknowledged that the *Ogilvie* Factors are not all applicable in every case, and will overlap in many cases.
- 1.10 The panel in *Dent* consolidated the *Ogilvie* Factors into four broad categories:
- (a) Nature, gravity and consequences of conduct;
  - (b) Character and professional conduct record of the respondent;
  - (c) Acknowledgment of the misconduct and remedial action; and
  - (d) Public confidence in the profession, including public confidence in the disciplinary process.
- 1.11 Since the decision was issued in *Dent*, the consolidated framework (informed by the complete list from *Ogilvie*) has become the preferred approach in Law Society disciplinary proceedings. However, the jurisprudence acknowledges that the simplified approach may not be appropriate in every case. For example, the Law Society returned to the full *Ogilvie* analysis in a case that was “very difficult” [and] “unlike any previous discipline hearing”: *Sabota (Re)*, 2017 LSBC 18.
- 1.12 The parties agree that the consolidated *Ogilvie* Factors are appropriate in this case. They are reviewed in detail below.
- (a) The nature, gravity and consequences of the conduct**
- 1.13 At the time Mr. Igel was retained on the Project, the Designer had already completed space planning and BP drawings. Mr. Igel stated that his Project fee, in the amount of \$1,200.00, was for drawing reviews, building code compliance, and permitting, and that he spent approximately 10 hours on the Project, primarily reviewing the BP drawings provided by the Designer. Mr. Igel further acknowledged that his role in the Project was limited to ensuring Project building code compliance. As such, Mr. Igel did not perform the minimum scope of professional services and enabled the Designer to engage in the unauthorized practice of architecture, in violation of the former Act. This Professional Misconduct is serious in nature.
- 1.14 The former *Act* mandates that only individuals who are properly qualified and have been issued a Certificate of Practice or a Temporary Licence by the AIBC are authorized to provide architectural services in British Columbia. Adherence to these regulatory requirements is essential for public protection and to preserve professional standards in the architecture field.

- 1.15 Mr. Igel admitted that he was not the author of the design and instead merely reviewed the drawings prepared by the Designer. Evidence of supervision, oversight, or control of the architectural services was absent.
- 1.16 By sealing and signing Schedule B, Mr. Igel provided assurance that the architectural components were designed by him and complied with the BC Building Code, despite having not prepared or supervised the production of the drawings. Additionally, the Project fee was insufficient to cover the minimum services required under the former Act. This conduct is serious in nature.
- 1.17 Mr. Igel also failed to apply his Seal to the Project site plan, zoning, and building code analysis drawings, key plan drawings, issued for tender drawings, and issued for construction drawings submitted to the local authority for reliance for the purpose of obtaining permits. This failure is a reasonably serious matter.
- 1.18 The requirement for an Architect's Seal on architectural drawings is established in the former *Act* and the AIBC Bylaws. An Architect's Seal is a representation to the public that an Architect has prepared or supervised the preparation of the document it is applied to and is responsible for the contents.
- 1.19 Mr. Igel began providing architectural services to the Client without ensuring compliance with the required terms of professional engagement. The omission of the professional liability insurance advisory and compliance statement in writing is concerning, as these requirements are implemented in the public interest, and compliance is expected by the AIBC, the profession, and the public. This conduct is moderately serious in nature.
- 1.20 Overall, there are multiple instances of Professional Misconduct in this case which is very serious.

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

- 1.21 Mr. Igel is 46 years old. He has been registered as an Architect with the AIBC since May 6, 2009.
- 1.22 Mr. Igel does not have a professional conduct record with the AIBC, which is a neutral factor.

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

- 1.23 Mr. Igel has been cooperative in the course of the investigation and forthcoming with information.
- 1.24 The chronology outlined in Mr. Igel's initial response to the Complaint stated that he had prepared the BP application documents by April 28, 2022. However, upon reviewing the BP application documents from the City, it was noted that the BP drawings were sealed and signed by Mr. Igel on January 4, 2023, which differs from the timeline provided in his response.
- 1.25 Mr. Igel's participation in the discipline resolution 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.
- 1.26 This acknowledgment and participation in the Order process are mitigating factors.

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

- 1.27 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.
- 1.28 'Specific deterrence' means deterring the respondent from repeating the conduct in question. In this case, Mr. Igel has engaged in a meaningful exchange with the AIBC to gain an understanding of the issues resulting in this Order; and the parties are of the view that the combination of the investigation and discipline process, and the penalty, should deter Mr. Igel from non-compliance with his professional obligations in the future.
- 1.29 'General deterrence' is a sentencing objective promoting reduction of improper conduct in the community by the example, message, or influence established by the penalty in the present matter. The proposed penalties in this Order will serve to caution and remind registrants of the importance of compliance with the PGA and the AIBC Bylaws.
- 1.30 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.
- 1.31 While no two files are identical, the following AIBC precedent demonstrates the penalties and sanctions that have been imposed in a file where similar conduct was at issue. The files which are most similar to the one at hand are summarized below.

*Partnership with non-architect*

- 1.32 In File 18.14, the Architect failed to apply his Seal to drawings and allowed a person not registered with the AIBC to practise architecture. He was a long-standing Registrant and incorrectly believed an Architect was not required for the project. The matter was resolved by consensual resolution agreement with the following penalty: a reprimand, \$3,500.00 fine, and completion of the AIBC's 'Ethics, Act, and Bylaws' course.
- 1.33 In File 17.12, the Architect condoned or facilitated the illegal practice of architecture by a design company by applying his Seal to drawings prepared by the design company, and agreed to a limited scope of services with his client, when such agreement implicitly or explicitly encouraged further illegal practice by the design company. The Architect also entered into a Client-Architect Contract that was not based upon or generally consistent with the form approved by council; without notifying the client in writing about whether he held professional liability insurance; Client-Architect Contract that did not contain the required compliance statement. Lastly, the Architect applied his Seal to drawings not prepared by him or under his supervision, direction, or control, namely drawings prepared by and bearing the design company title block. The Architect did not have a previous professional conduct record and was a senior member of the profession. The Complaint

was resolved by a consensual resolution agreement with the following penalty: a reprimand, 30 days suspension from practice, and completion of the “Ethics, Act and Bylaws’ course.

- 1.34 Mr. Igel’s case closely aligns with File 17.12, as both involve an Architect facilitating unauthorized architectural practice by applying their Seal to drawings prepared by a design company. In both instances, the Architects agreed to a limited scope of services with the Client and entered into a Client-Architect Contract without informing the Client in writing about professional liability insurance or the required compliance statement. Additionally, in both cases, the Architect affixed their Seal to drawings not prepared under their supervision, direction, or control, which bore the design company’s title block.

*Seal*

- 1.35 In File 22.66, the Architect failed to seal the architectural drawings issued for rezoning and development for the projects submitted to local authorities. Although indignant about the basis for the Complaint and investigation into this matter, the Architect was cooperative and candid in the course of the investigation and forthcoming with information. The Architect did not have a previous professional conduct record and was a senior member of the profession. The Complaint was resolved by a consent order with the following penalty: a reprimand, \$3,000.00 fine, and completion of the ‘Professional Practice Standards and Ethics’ course.
- 1.36 In File 21.27, the Architect failed to apply his Seal, with signature and date, to a project’s rezoning application that was submitted to a local authority. Additional charges included using the original Architectural Firm’s documents without authorization and failing to provide project attribution. The matter was resolved by consensual resolution with the following penalty: a reprimand, \$5,000.00 fine, and completion of the AIBC’s ‘Ethics, Act, and Bylaws’ course.
- 1.37 Among the two files referenced above concerning the Seal, File 22.66 bears the closest resemblance to Mr. Igel’s case. In both instances, the Architects failed to affix their Seal to architectural drawings submitted for reliance by local authorities.

*Direct knowledge and supervisory control*

- 1.38 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, \$5,000.00 fine, and completion of the AIBC’s ‘Professional Practice Standards and Ethics’ course.
- 1.39 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, \$4,000.00 fine, and completion of the AIBC's 'Ethics, Act and Bylaws' course.

- 1.40 Of the two previously mentioned files, File 22.13 bears the closest resemblance to Mr. Igel's case. In both instances, the Architect failed to directly supervise the preparation of drawings and provided services for a fee insufficient to cover the minimum scope of services. Furthermore, both Architects enabled the unauthorized practice of architecture by a design firm.

*Terms of agreement*

- 1.41 In File 22.10, the Architect provided architectural services on some projects prior to having a Client-Architect Contract. This meant that the required professional liability insurance and compliance statements clauses were not conveyed to the Clients as required. The Architect had prior discipline history with the AIBC relating to different issues. The complaint was resolved by consent order with the following penalty: a reprimand, \$3,500.00 fine, and completion of the AIBC's 'Professional Practice Standards and Ethics' course.
- 1.42 In File 20.19, the Architect provided architectural services prior to being retained through a proper written agreement executed prior to commencing services; failed to provide written notification to the Client as to whether or not professional liability insurance was held and under what terms; and failed to provide the required compliance statement about AIBC Bylaws. The Architect did not have a previous professional conduct record, recognized and acknowledged his failure, and was cooperative and candid in the course of the investigation. The Complaint was resolved by a consensual resolution agreement with the following penalty: a reprimand, and \$1,000.00 fine.
- 1.43 Among the previously referenced files, File 20.19 most closely parallels Mr. Igel's case. In both instances, there was a failure to notify the Client whether professional liability insurance was in place or available upon request, as well as a failure to provide the mandatory compliance statement.
- 1.44 In the above precedent files, the Architects either engaged in the unauthorized practice of architecture by collaborating with individuals not entitled to practice, failed to seal architectural drawings submitted for reliance by the local authority, did not maintain direct knowledge or supervisory control over the services provided, or neglected to provide written notification to the Client regarding the professional liability insurance and failed to comply with the terms of engagement. In contrast, Mr. Igel committed all of these violations, making his Professional Misconduct more severe. This fundamental distinction justifies a higher penalty in Mr. Igel's case compared to the precedent cases.
- 1.45 As noted in *Peet* above, there will rarely, if ever, be only one single appropriate outcome in a professional disciplinary file.

1.46 Based on the case above, and upon a careful review of the consolidated *Ogilvie* Factors, the proposed penalty is consistent with the range of sanctions that have been imposed for similar conduct in the past.

## 2.0 PUBLICATION

- 2.1 This Order will be published as required by the PGA and with current AIBC Bylaws, including website publication, distribution to Registrants of the AIBC, and inclusion on the register.
- 2.2 Publication helps fulfill the important transparency expectation that the public has of professional regulators and enhances the public's confidence in the integrity of the profession as a self-regulated entity. Publication to Registrants acts as a further deterrent and as an educational message with respect to ethical and professional conduct matters.

## 3.0 ACKNOWLEDGEMENT

**This Schedule may be executed and delivered in one or more counterparts, whether by facsimile transmission or other electronic means, with the same effect as if all parties had signed and delivered the same document and all counterparts.**

Andrew Igel Architect AIBC acknowledges that he has been given adequate opportunity to seek legal or other professional advice with respect to the negotiation, execution and consequences of this Schedule and has taken such advice or freely elected not to do so.

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*The facts and terms of this Schedule – Reasons for Penalty to Consent Order are acknowledged and agreed to by Andrew Igel Architect AIBC and the Investigation Committee.*

*For further information on the AIBC's discipline process, please contact the Professional Conduct and Illegal Practice department at [complaints@aibc.ca](mailto:complaints@aibc.ca).*