

SUMMARY OF COMPLAINT RESOLUTION BETWEEN THE NOVA SCOTIA ASSOCIATION OF ARCHITECTS AND ARCHITECT X, NSAA

1. Pursuant to the *Architects Act*, when the Nova Scotia Association of Architects (the "NSAA") and a member reach agreement with respect to an admission or admissions to one or more of the allegations set out in a Notice of Hearing, the Association may document the agreement in the form of a Settlement Proposal and forward it to a Complaints Committee for consideration.
2. On January 30, 2020, the Complaints Committee of the NSAA made a decision respecting the outcome of a complaint initiated by the Registrar of the NSAA against Architect X. The Committee agreed to anonymize the name of Architect X, as the publication of this summary is designed for educational purposes of all members, and the name of the architect is not required for such a purpose. Architect X will be referred to by that name or the pronoun "they" in this Summary.
3. Both the NSAA and Architect X agree on the following terms of a settlement proposal, for forwarding for consideration to the Complaints Committee, and if accepted by the Complaints Committee, the parties agree it should be forwarded for consideration to the Discipline Committee.

The Complaint

4. The Registrar of the NSAA filed a written complaint against Architect X dated April 18, 2019. The complaint raised issues respecting whether Architect X held the required minimum professional insurance coverage; practiced architecture while non-compliant with the insurance requirements; obtained a licence through the provision of inaccurate and untruthful information respecting the status of their professional insurance; and failed to respond to correspondence from the Nova Scotia Association of Architects.
5. Architect X did not respond within the timeline set by the NSAA, and no copy of valid insurance was on file with the NSAA. In the absence of proof of professional liability insurance, the Complaints Committee met to consider the imposition of a temporary suspension on Architect X's license, in accordance with Section 38(4) of the *Architects Act*.
6. On April 24, 2019, after reviewing the information, the Complaints Committee was satisfied that Architect X did not hold valid insurance, and accordingly imposed a temporary suspension of their license to practice.

7. The Committee then engaged in communication with Architect X in order to complete its investigation of the matter.

Investigation of Complaint

8. The material reviewed by the Complaints Committee established that prior to renewal of their licence for 2019, Architect X had practised under the name of a corporate entity, which held insurance. In view of this, prior to 2019 Architect X did not need to show proof of personal professional liability insurance.
9. Architect X did not renew their corporate permit for 2019. Instead Architect X sought renewal of their personal licence, and in doing so advised they were exempt from the requirement for personal insurance in light of Regulation 10(2)(b) which exempts individuals from the insurance requirements if they are practising architecture through a corporate entity that holds such insurance. Despite being advised that they could not rely on insurance issued for a corporate entity that was not registered with NSAA, Architect X continued to practice architecture.
10. Upon receipt of notice of their suspension, Architect X provided information to the Registrar on April 26, 2019, advising that their insurance was paid and that a written response would be forthcoming on April 29, 2019. Despite this correspondence, the NSAA had not received any proof that Architect X's insurance was paid, and did not receive a response on April 29, 2019. Architect X ultimately forwarded a Certificate of Insurance to the NSAA, but this insurance was for a corporate entity, and not for Architect X.
11. Architect X appeared before the Complaints Committee on June 12, 2019, and provided some personal reasons for their non-responsiveness.
12. The Registrar wrote to Architect X on July 13, 2019, spelling out the details of what they needed to do to provide proof of insurance and proof of compliance with other conditions respecting their corporate entity. The Complaints Committee followed up the Registrar's communication with its own communication to Architect X confirming what was required on August 1, 2019. Architect X responded on August 2, 2019, simply providing their new email address, but not otherwise addressing the lack of insurance. Despite communication back-and-forth between the NSAA and Architect X, Architect X did not provide proof of required insurance until February 21, 2020.

Because professional liability insurance provides protection to the public, and the information received by the Committee established that Architect X had been

practicing without required insurance, the Complaints Committee viewed this matter as a serious one, and referred it to a hearing.

Allegations Referred to Hearing

13. The Complaints Committee referred the following matters to a hearing:
 - (1) Architect X failed to maintain the mandatory professional liability insurance required by the NSAA;
 - (2) Architect X practiced architecture while not insured;
 - (3) Architect X obtained a license through the provision of inaccurate information respecting the status of their professional insurance;
 - (4) Architect X failed to respond in a timely way to correspondence from both the Complaints Committee and representatives of the NSAA;

And that in connection with the above, Architect X engaged in professional misconduct.

Admissions

14. Architect X admitted to each of the above allegations. They let the license for their corporate entity lapse and failed to transfer the insurance from their corporate entity into their own name. They continued to practise while not having their insurance in place. They acknowledged the information provided to the NSAA on their renewal application was not accurate.
16. Architect X acknowledged they had a duty to cooperate with the NSAA, and agreed they did not respond in a timely way to communications from the Complaints Committee and representatives of the NSAA.

Professional Conduct History

17. Architect X does not have a record of any prior disciplinary findings with the NSAA.

Consent to Disposition

18. The NSAA and Architect X agreed to the following:
 - (1) The parties acknowledged that Architect X had already served a period of suspension from April 24, 2019 to February 21, 2020. Given the lengthy period of suspension, the Committee was satisfied that a further period of suspension was not warranted and that a reprimand shall be issued against Architect X,

reprimanding them for the professional misconduct described in the admitted allegations.

- (2) In addition, Architect X agrees that they will make a contribution toward the NSAA's costs in the investigation and conclusion of this matter in the total amount of \$1,500, payable in two installments. If either of these payments are not made, Architect X's license will be suspended pending payment of the installment.

Architect X has paid the required costs, and accordingly, no further action is required.

Publication

19. The parties agreed that a summary of this case be published on the Association's website, without identifying Architect X. The parties acknowledged the importance of educating the membership and the public about the importance of maintain licensing requirements with the NSAA as part of a member's professional responsibilities.