

**IN THE MATTER** of The New Zealand Registered Architects Act 2005 (“Act”)

**BETWEEN** **The New Zealand Registered Architects Board**

**AND** [REDACTED]

**DATE OF HEARING:** 22 June 2021

**VENUE:** Mercure Abel Tasman Hotel, Wellington

**BOARD MEMBERS PRESENT FOR THE DISCIPLINARY HEARING**

- Marc Woodbury (Chair)
- Murali Bhaskar
- Rob Hall
- Judith Thompson

*The Board members above form a quorum in accordance with section 29 of the schedule to the Registered Architects Act 2005.*

**COUNSEL FOR THE BOARD:** Richard Moon

**COUNSEL FOR THE ARCHITECT:** Keith Jefferies

**LEGAL ASSESSOR TO THE DISCIPLINARY HEARING:** Terry Sissons

**OTHER PERSONS PRESENT:**

- Andrew Symonds, Clerk of the Hearing & Executive Officer, Public Protection, New Zealand Registered Architects Board (NZRAB)
- Helen Hoffman, Stenographer
- [REDACTED] (Complainant)
- [REDACTED] (Person complained about)
- [REDACTED] (Witness)

**RELEVANT SECTIONS OF THE REGISTERED ARCHITECTS ACT 2005:**

Sections 24 – 26

**RELEVANT RULES FROM THE REGISTERED ARCHITECTS RULES 2006:**

Rules 49, 50 and 72 – 78

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## DETERMINATION OF THE BOARD

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### THE COMPLAINT

1. [REDACTED] registered architect, [REDACTED] is charged by the New Zealand Registered Architects Board (the **Board**) with a breach of Rules 49 and 50 of the Code of Minimum Standards of Ethical Conduct for Registered Architects 2006 (the **Code**).
2. At a hearing of the Board conducted on 22 June 2021 [REDACTED] denied the charge and the particulars, which allege in summary that:
  - (a) he failed to agree adequate terms of appointment before undertaking professional work in breach of Rule 50 of the Code;
  - (b) he failed to prepare drawings for building consent purposes with due care and diligence, in breach of Rule 49 of the Code; and
  - (c) he failed to engage with the Wellington City Council in relation to building consents with due care and diligence, in breach of Rule 49 of the Code.

### BACKGROUND

3. [REDACTED] was at all material times the owner of properties situated at and known as [REDACTED] (the **Properties**). There was an existing dwelling [REDACTED]. [REDACTED] was a bare section.
4. In 2013 [REDACTED] decided to develop the Properties by constructing an additional dwelling on [REDACTED] and constructing two new dwellings [REDACTED] (the **Project**). The Properties were on steep sections of land which gave rise to potential issues in relation to carparks and drainage.
5. In late 2012 [REDACTED] engaged [REDACTED] to assess the feasibility of the Project for an agreed fee of \$500.00 plus GST. [REDACTED] concluded that the Project was feasible and produced a concept plan for two dwellings to be constructed on [REDACTED] and, after further investigation, a second dwelling on [REDACTED]. The concept was further amended during 2013 and resulted in a concept that was acceptable to [REDACTED].

6. In November 2013 [REDACTED] engaged [REDACTED] to prepare drawings for the proposed dwellings on the Properties to obtain a resource consent from Wellington City Council (the **WCC**). [REDACTED] prepared the necessary drawings, and an application to the WCC, for resource consent for the Project. A resource consent was issued in February 2015, subject to obtaining permission from neighbouring landowners in respect of drainage service connections.
7. Later in 2015, [REDACTED] engaged [REDACTED] to do further work on the Project. In particular, [REDACTED] was to draft revised drawings for the purposes of obtaining a Building Consent, prepare a suitable Building Consent application and liaise with the WCC as necessary.
8. [REDACTED] prepared architectural drawings, and an application to the WCC, for Building Consent for the Project. Following significant delays, Building Consent for the Project was refused.
9. No agreement for architectural services was signed by the parties for either aspect of the work performed by [REDACTED]. The engagements were recorded in emails dated 1 November 2013 and 25 February 2015. However, those communications did not fully address key terms, including the scope of work, allocation of responsibility and terms of payment of fees.
10. On 17 August 2020 [REDACTED] complained to NZRAB about the professional services provided by [REDACTED]. Following investigation of the complaint by an Investigating Panel appointed by the Board under rule 90 of the Registered Architects Rules 2006 (the **Rules**) and release of its report and recommendation, [REDACTED] requested the complaint to be referred to a Disciplinary Hearing pursuant to rule 67A (1) of the Rules.

#### **NOTICE OF COMPLAINT AND ALLEGATIONS OF BREACH OF THE CODE**

11. On or about 22 April 2021 the Board issued and served a Notice of Complaint, stating that there are grounds for disciplining [REDACTED] under section 25(1)(b) of the Registered Architects Act 2005 and alleging that:

In providing services to the Project [REDACTED] failed to:

- (a) agree adequate terms of appointment prior to undertaking professional work, in breach of Rule 50 of the Code of Minimum Standards of Ethical Conduct for Registered Architects 2006<sup>1</sup> (the **Code**); and/or
- (b) prepare drawings for building consent purposes with due care and diligence, in breach of Rule 49 of the Code, in that:
  - (i) the site plan did not locate the building on site, link to drains or indicate how far away the building was from the boundary;
  - (ii) there were no dimensions on the floor plans;
  - (iii) materials were not identified for interior walls;
  - (iv) the type and size of doors was not indicated;
  - (v) a single floor plan was submitted encompassing layout dimensions, plumbing, wall bracing, roof layout and roof bracing; and/or
  - (vi) drainage was not adequately addressed, including with regard to permissions or easements that may be required; and/or
- (c) engage with the WCC in relation to the building consents with due care and diligence, in breach of Rule 49 of the Code, by:
  - (i) submitting only one building consent application when two were required (given the Project involved work on two separate lots); and/or
  - (ii) neglecting to respond (alternatively respond in a timely manner) to requests by WCC for further information, including in relation to drainage issues.

12. [REDACTED] denied that the WCC refused to issue a building consent while he was engaged on the Project and denied all allegations of breach of the Code.

### **ISSUES FOR DETERMINATION**

13. The issues for determination are:

- (a) whether the engagement correspondence exchanged met [REDACTED] obligations under rule 50 of the Code;

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<sup>1</sup> Effective 1 January 2014 and amended from time to time.

- (b) whether the drawings [REDACTED] prepared for the Building Consent applications were sufficiently detailed (to be reasonably fit for their purpose); and
  - (c) whether [REDACTED] communication with WCC in relation to the Building Consent applications was inadequate.
14. If all or any of those issues are decided against [REDACTED] the Board must also determine whether it is satisfied that his alleged failings are sufficiently serious to constitute grounds for discipline under section 25(1)(b) of the Act.
15. The essential facts are not in dispute. They are contained in three Briefs of Evidence and a bundle of documents produced by the prosecution plus some photographs produced by [REDACTED]. Mr Jefferies objected to the admissibility of one document which constitutes documentary hearsay. We have admitted the document on the basis that Mr Jefferies and [REDACTED] have had ample opportunity to respond to its contents and we will attach such weight to it as seems appropriate.
16. No complex technical considerations arise. The issues come within the Board's specialist experience.
17. Before considering the evidence presented and counsel's submissions it is necessary to set out the legal framework governing the matters before the Board.

## **THE LEGAL FRAMEWORK**

### **Onus of proof**

18. The onus is on the prosecution to prove the matters alleged in the Notice of Complaint to the civil standard (on the balance of probabilities). Accordingly, the Board must be satisfied that it is more probable than not that the allegations made in the Notice of Complaint are true.

### **Purpose of disciplinary proceedings**

19. The majority of the Supreme Court in *Z v Dental Complaints Assessment Committee* observed that the purpose of disciplinary proceedings is:

*“... to ascertain whether a practitioner has met appropriate standards of conduct in the occupation concerned and what may be required to ensure that, in the public interest, such standards are met in the future.”*<sup>2</sup>

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<sup>2</sup> [2008] NZSC 55, at [128].

20. It is apparent from the rationale in *Z* that the disciplinary process is not engaged simply to prosecute and penalise; it is to hold accountable the members of a profession who fall below professional standards and thereby maintain those standards.
21. There is a strong public interest to such proceedings and the approach taken should not be unduly technical. In *Duncan v Medical Practitioners Disciplinary Committee* [1986] 1 NZLR 513, Cooke P observed that professional discipline is:

*... a field where the spirit of justice is more important than the letter.*<sup>3</sup>

### **The Registered Architects Act 2005 and the 2006 Rules**

22. Section 25(1) of the Registered Architects Act 2005 (the **Act**) provides:

*The Board may (in relation to a matter raised by a complaint or by its own inquiries) take any of the actions referred to in section 26 if it is satisfied that –*

*...*

*(b) A registered architect has breached the Code of Ethics contained in the Rules ... or*

23. Clause 49 of the Registered Architects Rules 2006 applicable at the time provides:

*A registered architect must perform his or her professional work with due care and diligence.*

24. While the phrase "*due care and diligence*" appears in various pieces of legislation and Codes of Conduct for various professions, it has not been judicially defined. Whether a person has exercised due care and diligence is usually evident from the factual circumstances of the case. The test is an objective one and conduct is to be judged at the time the work was done, and not with the benefit of hindsight.

25. Perhaps the classic formulation remains that of Windeyer J in *Voli v Inglewood Shire Council*:

*An Architect undertaking any work in the way of his profession accepts the ordinary liabilities of any man who follows a skilled calling. He is bound to exercise due care, skill and diligence. He is not required to have an extraordinary degree of skill or the highest professional attainments. But he must bring to the task he undertakes the competence and skill that is usual amongst Architects practising their profession and he must use due care.*<sup>4</sup>

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<sup>3</sup> Page 548, L14.

<sup>4</sup> [1963] ALR 657.

26. In the UK Court of Appeal decision in *HMRC v Kearney* where Arden, LJ explained the test for "due care and diligence" in the following terms:

*"... lack of care means lack of concern, whereas diligence means a failure to apply oneself to the issue ... it is not possible to define all the circumstances that will meet the second condition [being the requirement to exercise due care and diligence]. In part what is due care and diligence in any set of circumstances will depend on the obligations of the person being considered".<sup>5</sup>*

27. The test for determining whether a registered architect has performed their professional work with due care and diligence is an objective one and judged at the time the work was done (and not with the benefit of hindsight).

28. The proper approach was captured by the Court of Appeal in *Gilbert v Shanahan* in the context of solicitors' duties:

*Solicitors' duties are governed by the scope of their retainer, but it would be unreasonable and artificial to define that scope by reference only to the client's express instructions. Matters which fairly and reasonably arise in the course of carrying out those instructions must be regarded as coming within the scope of the retainer.<sup>6</sup>*

29. Rule 75(1)(g) provides the Board with a wide power to "receive any evidence that the Board thinks fit". This power is subject to general requirements of relevance and fairness.

## **FIRST ISSUE – ENGAGEMENT CORRESPONDENCE**

30. Rule 50 provides that a registered architect must not undertake professional work unless the registered architect and the client have agreed the terms of appointment, which may include but need not be limited to:

- (a) scope of work:
- (b) allocation of responsibilities:
- (c) any limitation of responsibilities:
- (d) fee, or method of calculating it, and terms of trade:
- (e) any provision for termination:
- (f) provision for professional indemnity insurance.

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<sup>5</sup> [2010] S.T.C. 1137, at [27].

<sup>6</sup> [1998] 3 NZLR 528 at 537.

31. There appear to have been three or, according to [REDACTED], four distinct engagements. It is unnecessary to decide whether there were three or four as it is only the latter two that are the subject of the Notice of Complaint.

32. The first engagement at issue relates to the resource consent work. Its terms are contained in one email, dated 1 November 2013 at 12:21pm. On 1 November 2013 [REDACTED] wrote to [REDACTED]

*'As discussed this a.m. my RA costs are usually about the same as the surveyors say \$12K for Sketch Plan drwgs (sic) i.e. floor plans, sections, elevations and perspective sketches, script for Land use incl Design Guide, & Subdivision, meeting w WCC for the application, and pre-app if required. I will advise if WCC issues excessive RFIs requiring more fees.*

*WCC fees \$1.5K deposit, + time for actual processing, and Development Levies Budget \$50K all up D'.*

33. The second engagement at issue relates to the Building Consent work. Its terms are contained in one email, dated 25 February 2015. On 25 February 2015 [REDACTED] wrote to [REDACTED]

[REDACTED]  
*Thanks for \$s (sic)*

*If we get consent for 2<sup>nd</sup> showerms (sic) the likely floor areas will be 1 @85+2 @95=275@\$3K=\$825K plus decks 68@\$1.5K=\$100K plus steps day total \$0.93M. \$1M?*

*Check w yr bldr but I suspect \$2.5K/sm is probably being too optimistic for 2 shwrms (sic) and labour-intensive deliveries & removals. In fact the rate could be \$3.5K?*

*My fees to acceptance by WCC for processing bldg. application \$8K for 2A and \$10K for 4&4A*

*The land slope requires an engineer or Geotech report, say \$5K*

*#4 requires a fire report, say \$1K*

*WCC fees for construction cost over \$0.5M= say \$2.3K deposit but maybe \$4K by CCC?*

*All up soft costs say \$28K*

*All up costs w minimum furnishings say \$1M, maybe +*

*Perhaps best to sell now or with bldg. consent?*

### **Prosecution submissions**

34. Mr Moon submitted that both emails address fees payable but are otherwise light on detail. Significantly, neither properly address matters of scope and the related issue of allocating responsibility (in particular, what was expected of [REDACTED]). They contain no terms of trade, practical or legal limitations nor any reference to how the arrangement might come to an end.

35. Counsel submitted that the test should be whether the client has been provided with sufficient information to make an informed decision. He referred to a decision of a Disciplinary Committee of the Board dated 12 April 2013 in which the Committee and the Board set out the minimum requirements to meet the obligation imposed by Rule 50.

#### **█ response and counsel's submissions**

36. In █ response to the complaint he asserted that:
- (a) there was agreement as to the scope of the work to be undertaken, responsibility and fees, although not contained in one document;
  - (b) there is no statutory requirement that such matters be subject to the one document;
  - (c) essential ingredients to ensure a valid contractual relationship existed; and
  - (d) there was a valid contract.
37. Mr Jefferies submitted that █ had sufficient information to make an informed decision.

#### **Discussion and conclusion**

38. In its decision dated 12 April 2013 the Board held that Rule 50 allows some flexibility as to the terms which an agreement must cover and does not limit agreement to the specified terms. It noted that there are many types of architectural services provided by registered architects and the details of these agreements as to terms will differ considerably depending on the size and complexity of the project or the services to be provided. Whatever kind of services are being provided the agreed terms should clearly define the expectations, responsibilities and obligations of both architect and client in a transparent manner to ensure that both parties are aware of the terms of the agreement before commencing the relationship and undertaking work on a project. Such a document provides protection to both parties to the agreement, if the project experiences difficulties or the relationship deteriorates, and provides a clear way in which these difficulties are to be resolved.
39. We accept that all the terms do not need to be in one document but there must be evidence that the parties agreed to all the terms of engagement before the commencement of the architect's professional work.
40. The e-mails relating to █ engagement were deficient in covering some of the key requirements of Rule 50 and specifically:

- (a) scope of work
  - (b) allocation of responsibilities
  - (c) any limitation of responsibilities
  - (d) terms of trade
  - (e) any provision for termination and
  - (f) provision for professional indemnity insurance.
41. We accept that there may have been verbal discussions regarding the extent of architectural services, however [REDACTED] did not provide evidence of discussions in which any additional terms of appointment were agreed. [REDACTED] brief of evidence did not detail any additional written evidence such as file notes or other related documentation.
42. In questioning it appeared that [REDACTED] was aware of the need for appropriate documentation to comply with Rule 50, including his office template for terms of appointment and NZIA commissioning agreements; but [REDACTED] elected not to use formal documentation in this case.
43. For these reasons we consider that the e-mail correspondence relating to the Resource Consent on 1 November 2013 and the email for the Building Consent on 25 February 2015 were inadequate and did not comply with the provisions of Rule 50 – Terms of Appointment.

## **SECOND ISSUE – ADEQUACY OF ARCHITECTURAL DRAWINGS**

44. The Notice of Complaint alleges that [REDACTED] failed to prepare drawings for building consent purposes with due care and diligence in that:
- (a) the site plan did not locate the building on site, link to drains or indicate how far away the building was from the boundary;
  - (b) there were no dimensions on the floor plans;
  - (c) materials were not identified for interior walls;
  - (d) the type and size of doors were not indicated;
  - (e) a single floor plan was submitted encompassing layout dimensions, plumbing, wall bracing, roof layout and roof bracing; and/or

- (f) drainage was not adequately addressed, including with regard to permissions or easements that may be required.
45. ████████ denied these allegations claiming that:
- (a) it is not appropriate to site a building until the vegetation trees and foliage are removed from the site and topography measured;
  - (b) an inspection of the floor plans will clearly indicate all dimensions and the angle of groin are intact and in place;
  - (c) linings that had to be a specific design were shown and other linings were specified e.g. fire linings;
  - (d) the doors were to be of the builder's recommendation because of cost factors;
  - (e) a single floor plan at 1:50 is more suitable and useful than three plans at 1:100;
  - (f) drainage was comprehensively addressed;
  - (g) the plans excluded all electrics which were on other sheets and were not required for consent purposes; and
  - (h) all plans and drawings submitted were based on considerable experience, fit for purpose, and more than satisfactory in all respects.
46. Having reviewed the Building Consent drawings, the Board finds that the items detailed in the Notice of Complaint were generally missing from the drawings. It is the opinion of the Board that these items are commonly described on Building Consent documentation.
47. In considering the claims ████████ the Board finds that, while an omission of one or two of these items is not necessarily critical, combined, they have important inter-relationships that that can be critical to the overall integrity of the documentation. The Board notes that the Wellington City Council has documentation checklists indicating the scale and type of drawings that it requires to assess the Building Consent documentation and the drawings ████████ submitted did not follow these formats.
48. With respect to whether the drainage issue was adequately addressed, the Board notes that ████████ was aware of the challenges associated with the drainage. In questioning, it became apparent that ████████ was also aware of the opportunities to discuss the issue of drainage as part of a pre-application process with the WCC but elected to lodge an application for Building Consent without resolving the issue.

49. [REDACTED] also claimed that:
- (a) the WCC accepted the plans for processing and issued RFI's for further detail, which is normal practice; and
  - (b) that the plans were adequate for [REDACTED] purposes, as they enabled a builder to obtain prices from suppliers and subcontractors and to provide a quote for the Project in June 2016.
50. In the Board's view the fact that the plans were accepted by WCC for processing does not mean that they meet the standard required of a reasonably competent registered architect, acting with due care and diligence. Correspondence with WCC records their view that the plans were of poor quality and did not meet the minimum standard required for the issue of a Building Consent.
51. The Board noted that both [REDACTED] and the prosecution provided conflicting evidence on the suitability of the drawings for pricing. However, although the Board accepts the interrelated nature of drawings being used for pricing and Building Consent purposes, the Notice of Complaint is about the suitability of the drawings for Building Consent purposes. This is the issue which the Board considered.
52. The Board has carefully considered the plans produced and is satisfied that that the documentation was inadequate in the way described in the Notice of Complaint.
53. Upon questioning [REDACTED] accepted that there were further deficiencies in the documentation including:
- (a) There was no E2 Risk Matrix;
  - (b) there were no calculations associated with H1 and compliance with the Schedule Method referenced in the documentation;
  - (c) There were details regarding a concrete slab where there was no concrete slab associated with the dwellings;
  - (d) There was no detail referencing connecting plans, sections and elevations to the details; and
  - (e) The Memorandum of Design Work had not been separated for the two consents.
54. The Board noted that the 42 Requests for Information issued by Wellington City Council on the 3<sup>rd</sup> October 2017 were significant. Also, the Board finds that the General remarks documented in a subsequent letter to [REDACTED] dated 17<sup>th</sup> October 2017 from WCC's Building Compliance and Consents section were of a serious nature. The letter records:

*The plans provided are of poor enough quality with a high density of information, making them unclear and difficult to read. We understand that these plans may be readable by yourself and your contractors, but these plans also need to be read by us, our inspectors, the homeowner, future homeowners, and any builder or designer in the future who needs to work on the dwelling. For these reasons, and those outlined below we have a minimum standard that we require plans to achieve. In their current form these plans do not meet the standard, and we cannot assess them as providing us necessary evidence that the proposed building work will meet the requirements of the Building Act and the Code.*

55. In reviewing the sum of evidence provided, the architect members of the Board are of the view that the drawings were deficient for the purposes of Building Consent and did not demonstrate compliance with the New Zealand Building Code.
56. For these reasons we conclude that [REDACTED] failed to prepare drawings for Building Consent purposes with due care and diligence.

### **THIRD ISSUE – COMMUNICATIONS WITH WCC**

57. The Notice of Complaint alleges that [REDACTED] failed to engage with the WCC in relation to the building consents with due care and diligence by:
- (a) submitting only one building consent application when two were required (given the Project involved work on two separate lots); and/or
  - (b) neglecting to respond (alternatively respond in a timely manner) to requests by WCC for further information, including in relation to drainage issues.

### **Prosecution case**

58. Mr Moon submitted that, as [REDACTED] project involved work on two separate lots, had [REDACTED] more carefully considered the matter, he would have prepared two applications from the beginning.
59. There is a raft of communications in the Hearing Bundle, both from the WCC and [REDACTED] seeking [REDACTED] input in response to requests for information from the WCC (for example, HB373, HB380, HB381, HB395, HB403, HB409, HB410, HB411).
60. [REDACTED] either failed to respond to these requests or refused to properly address the issues arising. The prosecution submits that conduct was a breach of Rule 49 of the Code.
61. [REDACTED] has not formally addressed the lack of any documented response to WCC communications (see HB025) and he describes the WCC requests as seeking “*irrelevant details to everyone concerned with the project except them*” (HB042). Of course, they

were not irrelevant to [REDACTED] who was simply trying to progress his building consent applications.

**[REDACTED] response**

62. In his response [REDACTED] said that:
- (a) there was no statutory provision or council prohibition against combining multiple consents in one application when it relates to adjoining land occupied by the one registered proprietor;
  - (b) requests for further information were being carried out on a timely basis – they required the input of other professionals such as engineers who had to complete their own investigation and scoping exercise;
  - (c) there were discussions with the council as to de minimis requirements which they may have been prepared to favourably entertain; and
  - (d) proceeding in a timely basis was not an issue.

**Discussion**

63. We have reviewed the correspondence between WCC and [REDACTED] and are satisfied that:
- (a) [REDACTED] should have lodged two separate applications for Building Consents in the first place, a point that he ultimately acknowledged by amending the documentation and submitting a second application;
  - (b) there was no written response to the council's RFI's, which needed to be dealt with in writing and on a timely basis; and
  - (c) the RFI's cannot be characterised as de minimis.
64. It is the view of the Board that [REDACTED] submitted insufficient documentation to the Wellington City Council and then subsequently failed to provide a written response to address the RFI's.
65. In reviewing the evidence, the Board believes [REDACTED] also failed to progress the resolution of the drainage issue with respect to the documentation relating to the RFI's associated with Building Consent application.
66. This culminated in an e-mail to [REDACTED] from Wellington City Council dated the 3<sup>rd</sup> of September 2018 advising that a further extension could be granted but that a new

application was the recommended cause of action. The Board noted this was nearly a year after the consent was submitted.

67. It is the view of the Board that, by not responding to the RFIs, [REDACTED] failed to act with due care and diligence.

**ARE THERE GROUNDS FOR DISCIPLINE?**

68. The Board is satisfied that [REDACTED] has breached the Code of Ethics in the ways alleged in the Notice of Complaint and that the breaches cannot be regarded as merely technical or trivial. In the Board's view the breaches are sufficiently serious to warrant the imposition of a disciplinary sanction.

69. The Board accordingly finds that there are grounds for discipline under section 25(1)(b).

70. The Board voted and this is separately recorded in a Board draft minute as Attachment 1.

**DATED at Wellington this 29<sup>TH</sup> day of June 2021**



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**Marc Woodbury, Deputy Chairperson**  
New Zealand Registered Architects Board



## Board Minute

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**Date:** 22 June 2021, reconvened 29 June 2021

**Venue:** Mercure Abel Tasman Hotel, Wellington and via Zoom

**Board members:** Marc Woodbury Deputy Chair,  
Murali Baskar, Rob Hall, Judith Thompson

**In attendance:** Andrew Symonds (EOPP)

This Board meeting was called to conduct a disciplinary hearing as allowed for under Registered Architect Rules 2006 Rules 72 to 78.

This followed an Investigating Panel finding that there are grounds for disciplining [REDACTED] and his request to refer a Complaint from [REDACTED] to a Disciplinary Hearing

The hearing was duly conducted. [REDACTED] attended and gave evidence and was represented by his lawyer Keith Jefferies.

Following the hearing of evidence and counsel's submissions and having considered the Investigating Panel's report the Board determined as in the resolution below:

### Resolutions:

1. That the Disciplinary Hearing, constituted as a meeting of the NZRAB Board under Rule 73, determines that there are grounds for disciplining [REDACTED] under section 25(1)(b) of the Registered Architects Act 2005.
2. That the Board directs that the prosecution file written submissions in relation to penalty costs and publication by 28 July 2021 and [REDACTED] file written submissions in relation to penalty costs and publication by 28 July 2021

Carried



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Marc Woodbury  
DEPUTY CHAIR

Date: 29 JUNE 2021