



Architects are not Building Inspectors

CITY OF BRAMPTON LABOUR DISPUTE NOTICE PUTS ARCHITECTS AT RISK OF LIABILITY EXPOSURE

Pro-Demnity has been made aware that, due to the current labour disruption and suspension of building inspections in the City of Brampton, Brampton has issued a [Builder Bulletin on November 7, 2024, "Important Notice to Builders"](#), that would "allow" Professional Engineers or Architects to take on the inspections normally conducted by the municipal building inspectors who are on strike. These inspections would require submittals of detailed and extensive inspections reports at "each inspection stage."

There may be serious professional liability insurance coverage concerns by agreeing to undertake such services.

Architects who undertake such services would be assuming considerable additional liability for services that are **not** "customary and usual" and would consequently **not be covered by Pro-Demnity's Professional Liability Insurance Policy**. It should be noted that, although

architects have no contract or indemnity from the City, the City may claim reliance on any inspection reports produced by architects. Undertaking such services, would also amend fundamental terms of architects' contracts with their Developer-Clients further opening them to additional exposure.

The key issues are as follows:

- Architects would be stepping outside of usual and customary roles of an architect and would not have access to professional liability insurance coverage.
- Architects do not have access to the full duties and responsibilities of a city building inspector (that would be in the job description for that role) and should not guess at what the full duties are.
- Architects have no contract or indemnity from the city.
- Architects are not being paid to do this work and would be seeming to be taking on the duties of someone who is paid to do this work ... and who is not working because of a strike situation. We are not labour lawyers, but it would seem to be uncomfortably close to being perceived as picking sides in a labour dispute.
- Paragraph 3 of the [city's bulletin](#), notes that all submissions will be reviewed after the work stoppage has ended and any deficiencies or required revisions will be advised then. This is a perfect set-up for a claim, as the building inspector may retroactively demand change to work already completed based on the architect's report.

In summary, if requested by your builder-client to perform detailed inspections for the City of Brampton in the above capacity, you should decline as no coverage will be afforded to you in the event of a claim. If you have any questions, please feel free to reach out to [Pro-Definity's Risk](#)

Alliance team at, an OAA Practice Advisor or your own legal counsel.

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