

## Residential Clients

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### Summary

A residence is often one of the most important investments of a client's lifetime as well as a personal expression within the community. Problems may arise due to the expectations of the parties to an agreement not being mutually and clearly understood. Members are strongly encouraged to employ standard forms of contract and discuss proposed services, fees, budget, and client requirements at the outset of the project.

### Background

When embarking on a project to design and build, a residential client is making a commitment to what may be a major investment in an unknown quantity. While it is possible to define a proposed residence broadly in terms of form and function, there are significant variables needing attention. You, the client's architect, will be a major determinant in answering these questions. During the design and construction of the residence, you effectively become a major contributor to the project serving as advisor, coordinator and technical manager, as well as creative artist. In a large measure, it will be your contribution that will have the greatest impact on the success of the project. Services are rendered most effectively when a clear understanding exists between you and your client regarding respective obligations and responsibilities. This is accomplished best by a thorough review of the scope of the services to be provided by the architect, confirmed in a written contract.

### Suggested Procedure

The following suggestions are based on experiences gained from conversations with members and clients, and from the Ontario Association of Architects (OAA) Complaints Committee, and represent some of the issues requiring attention.

1. An **initial consultation** with the prospective residential client can have tremendous value and this exploratory meeting should determine if there is a mutual comprehension of expectations.  
  
The prospective client must be made aware in advance if a fee is associated with the initial consultation. Beware of residential clients with unrealistic aspirations who may not listen to your advice and whose past record indicates they are prone to litigation. Be prepared to refuse or resign a commission when circumstances have deteriorated to a point warranting such action.
2. Establish as a minimum a **level of professional service** adequate for the project and then negotiate a fee commensurate with your services. Do not tailor services to meet your residential client's proposed fee if the resulting service is less than that of a prudent architect as well as less than required to properly meet the needs of the client.
3. When finalizing your contract you should clearly indicate the services being offered along with associated fees. If a retainer is required on commencement of the project, your client should be well aware of the phase of work to which it will be applied. **Put everything in writing** and insist on a signed standard Client/Architect contract. The OAA strongly recommends the use of OAA 600 - *Standard Form of Contract for Architect's Services*.

Whether or not OAA 600 forms the contract, the checklists in OAA 600 are an excellent tool for discussing with the client the typical phases and services that are involved in a project and that an architect may or may not provide.

On a residential project, the ownership of the project may not be straight forward. Where there are multiple owners, each of the owners should sign and be bound by the terms of the client/architect agreement.

Communication is key to a successful project and requires the active participation of all involved. The creative process is collaboration. Alterations and changes during the process often occur. To avoid disagreements concerning intent often accompanied by greater costs than expected, make sure that every item is discussed and **documented**.

Of particular importance to clients is a clear understanding of the envisaged project relative to the client's budget. Provide your client with a **realistic estimate of construction cost** and advise him/her of impact of adjustments or changes (including impact on project duration, construction costs and your fees.)

4. From the start, clear **lines of communication** must be established and essential issues such as program, budget, forms of project delivery and construction contracts, milestones and deadlines must be finalized.
5. You absolutely must obtain instructions from a single source. This is particularly important if the client is a couple, a family or a partnership.
6. **Keep accurate records** and **confirm** to your client in writing all instructions they have given you. Memory failure, unrealistic expectations, incomplete understanding of events and lack of proper documentation have caused architects many anxious moments, embarrassments, financial loss and precious time.
7. Few residential clients realize how **complicated** the building process is. Never assume that a client understands architectural and building terminology or can read and understand drawings and visualize the final product from them. For many clients, this may be the first and only time that they are personally involved in a construction project. What has become second nature to architects may be gibberish to a client, and clients may be too embarrassed to ask for clarification. You must communicate fully, confirm that the client has understood, have an ability to really listen and understand your client's concerns, and clearly communicate solutions.
8. A well-conceived residence can be built efficiently and economically. If you are retained to provide construction contract administration or **general review** during construction, communicate clearly the extent of those services. The client should understand that you are not responsible should the contractor fail to carry out the work in accordance with the construction documents. Be cautious about recommending acceptance of any particular bid. Explain to the client that protection against faulty workmanship is directly related to the competence and integrity of the contractor.

**Caution:** Do not let the client determine the maximum number of site visits required. That determination requires professional judgement. Do not agree to provide site visits on an "as needed" basis. A single site visit intended to address one specific site issue can result in taking on liability for the general review of all aspects of the construction.

9. **Maintaining goodwill** with the client throughout and after the project is a necessity particularly when up to 70% of an architect's practice results from referrals and repeat business. Many clients do not fully understand their responsibilities under the client/architect and owner/contractor contracts. These clients assume, incorrectly, that the architect will "take care of everything." To continually maintain the goodwill of the client, be readily available to demonstrate interest throughout the project, and not just appear when there is a problem. To assist in maintaining client confidence, occasional informal calls should be made.

## Definitions

“**General review**”, in relation to the construction, enlargement or alteration of a building, means an examination of the building to determine whether the construction, enlargement or alteration is in general conformity with the design governing the construction, enlargement or alteration, and reporting thereon; (“examen de conformité”) *from Architects Act*, Section 1, “Definitions.”

## References

OAA 600 - 2013 - Standard Form of Contract for Architect's Services

Canadian Handbook of Practice for Architects (CHOP)

Mastering the Business of Architecture (MBA Kit)

RAIC/Architecture Canada - [A Guide to Determining Appropriate Fees for the Services of an Architect](#)

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