PAM PRACTICE BUREAU

CATEGORY A: ARCHITECT'S PRACTICE [SOMF, LAM GENERAL CIRCULARS]

NO	DATE	ENQUIRY	RESPONSE FROM TEAM
1.	25 March 2025	(Continuation from the query submitted on 12 March 2025 – query no 5) How and where do I get justice for fraudulent practitioner like this one. He claimed to be your member. Surely you must have a procedure for members pretending to be your member's and etc?	We refer to the following; a) Your initial query as received on the 12th March 2025. b) Our reply dated 25th March 2025. c) Your latest query in response to our above reply, as received on the 25th March 2025. 1. Based on your information dated 12 March 2025, the individual appears to be a registered Building Draughtsman. The provided business card indicates "Pelukis Pelan Bangunan / Building Draughtman (sic)" with a Lembaga Arkitek Malaysia (LAM) registration number, i.e. BD/xx. As previously stated in our email on 25 March 2025, Pertubuhan Akitek Malaysia (PAM) maintains only a list of its members and does not register Building Draughtsmen. Regulatory matters regarding Building Draughtsmen under the Architects Act 1967 are managed by LAM. LAM's contact details were provided in our earlier email. 2. PAM can and does act against its members who breach our Constitution and By-laws. However, our authority does not extend beyond our membership. 3. PAM's procedures include lodging police reports or taking legal action if there is firsthand knowledge and evidence of fraudulent use of the Institute's name or intentional harm caused to the Institute. If you have firsthand knowledge and evidence of any deception perpetrated against yourself, we advise you consider lodging a police report.

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			4. If you have incurred financial loss due to a breach of any agreement with the individual, we suggest seeking legal advice to pursue damages.
2.	12 March 2025	The enquirer raises concerns regarding former architect's professional conduct and requests clarification on his registration status with LAM. There is uncertainty about his credentials, as his name does not appear on LAM's website. If he misrepresented his practicing status, the enquirer seeks assistance in obtaining a full refund of RM6,000 paid for his services. Additionally, the enquirer questions the necessity of a civil engineer for a minor balcony extension, which legally does not require one, and highlights that the architect's fees were significantly higher than the market rate. The enquirer also alleges that the architect did not adhere to prior agreements, changed his approach after receiving payment, and prioritized the planning department's requirements over the client's instructions. The final architectural plan did not reflect the initial discussions before payment. Furthermore, the enquirer reports being subjected to wrongful enforcement actions, including harassment over essential repairs (roof, sewage, plumbing), despite informing both the architect and local authorities that extension work had been halted. The enquirer seeks a resolution to these issues,	We refer to your email received on 4.51PM, 12th March 2025 and based on the information provided, please find our response below: 1) Status of the Individual Based on the documents and information shared, the individual in question appears to be a registered Building Draughtsman and not a Professional Architect as defined under the Architects Act 1967. Kindly note that the Pertubuhan Akitek Malaysia (PAM) only maintains records of its own members, which include architects, graduate and student architects. We do not register Building Draughtsmen, and to our knowledge, this individual is not a member of PAM. To check his LAM registration no. or verify his registration status and credentials, we recommend referring directly to Lembaga Arkitek Malaysia (LAM) via their official website at www.lam.gov.my or by contacting them at info@lam.gov.my. 2) Scope of PAM's Authority As a professional institute, PAM is not empowered to intervene in private financial matters or assist in the claiming of refunds. If you believe that there has been a breach of agreement or misrepresentation, we recommend you address the matter directly with the individual concerned, or alternatively, seek legal advice if necessary. You may also consult with LAM for their advice.

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		distinguishing necessary repair work from the extension dispute.	3) Scope of Services and Local Authority Matters As we are unaware of the terms and conditions agreed between the building draughtsman and yourself, we are unable to comment on the specific scope of services, fees or communications between the both of you. Any dealings or correspondence with the local authority would similarly fall outside PAM's purview. 4) Requirement for Structural Engineer With respect to your query on the involvement of a civil or structural engineer, please be informed that for submission of building plans under By-law 3 of the Uniform Building (Negeri Sembilan) By-laws 1986, structural plans and calculations, in compliance of By-law 16, must be submitted prior to construction. These documents must be prepared by a registered structural engineer, regardless of the size of the proposed works. Therefore, the requirement for a structural engineer is a legal requirement and not at the discretion of the draughtsman or architect. If you have further queries on this issue, we advise you to consult the local authority.
3.	12 March 2025	On 22 January 2025, the enquirer made a payment of RM3,500 for "Architectural consultancy services for submission to authority drawings and administrative work." The architect initially assured that he would handle all necessary approvals, including obtaining neighbour consent, before payment was made. However, after payment, the architect is now demanding an additional RM500 plus 8% SST for miscellaneous supplementary and additional services. These include transportation, client advising, site	We refer to your email received on 4.28PM, 12th March 2025. While some parts of your message are unclear, we will do our best to assist based on the information provided. Please refer to our feedback as follows: 1) Role of PAM and LAM Pertubuhan Akitek Malaysia (PAM) is a professional institute for architects, comprising registered architects, graduates, and students. PAM's role is to support its members and the public on

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		suitability assessment, addressing neighbour complaints, and previous site visits. Additionally, the architect has added RM811.40 (excluding SST) for: RM500 lump sum for supplementary/additional services RM136 for cukai tanah (land tax) 2025 RM175.40 for cukai pintu (assessment tax) 2025 Total: RM876.31 (including SST) The enquirer had asked multiple times whether updated cukai tanah and cukai pintu were required, but received no response and assumed they were not necessary since the architect had taken over from a previous professional. The enquirer argues that, due to the architect's failure to request these documents earlier, the additional costs should not be borne by the client. Issues Raised: 1) Failure to obtain neighbour consent as initially promised. 2) Demand for additional charges post-payment. 3) Lack of communication regarding additional costs and tax requirements. 4) Delayed engagement, with the enquirer only meeting the architect in person on the third site visit. 5) Sudden demand for extra charges after the enquirer returned to London. Requested Outcome:	professional matters within the scope of our Constitution and By-Laws. However, PAM is not a regulatory authority and is not empowered to enforce the Architects Act 1967 amongst architects, nor to intervene in commercial agreements or project-specific disputes between clients and their architects. In contrast, Lembaga Arkitek Malaysia (LAM), the statutory body established under the Architects Act 1967 is the main party responsible for regulating architects and their professional conduct under the above Act. If your concern involves possible misconduct under the Act, you may refer your complaint to LAM at www.lam.gov.my. 2) Architect's Scope of Work and Fees An architect's duties and fees are based on the scope of services agreed between the client and the Architect. Any supplementary services not included in the original appointment - such as additional site visits, liaising with neighbours, or handling new requirements - may incur additional fees. Please note that government charges and disbursements, such as cukai tanah, cukai pintu, and local authority submission fees, are typically to be borne by the client, unless otherwise stated in writing. 3) Design and Authority Requirements While an architect may offer design proposals, the final approval for any extension or renovation lies with the local authority. Approval depends on compliance with current planning and building regulations. If you have concerns about what is

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		1) No additional charges beyond those officially required by a PBT. 2) Assurance that the architect fulfils his obligations as per the original invoice without further costs. 3) Consideration of the enquirer's detailed extension requests in accordance with municipal bylaws. 4) Clarification on why fees for submission to a PBT were higher than those quoted by the previous architect. The enquirer seeks intervention to ensure the architect honours the agreed scope of work and does not impose unjustified additional charges.	permissible, we recommend you consulting directly with local authorities. 4) On Complaints and Alternative Dispute Resolution (ADR) If your concern involves a dispute with your Architect, we suggest reviewing the terms of engagement to determine what services were agreed upon and what provisions exist for dispute resolution. Should you still intend lodging a complaint against one of our members for a possible breach of our constitution or by-laws, you may submit your formal complaint to complaint@pam.org.my. We hope the above has been of assistance.
4.	15 January 2025	My firm is facing these two things, first item from a major agricultural company as part of the appointment requirements, while the second by a housing developer, who decided to impose that ruling when our invoice was submitted. I hope you can provide a feedback as to how to tackle these items, especially the first matter since we have been asked to submit our fee proposal taking into account the performance bond. 1) Is it legal for clients to impose a performance bond on the architects? If it is not legal, what facts can be presented to the client to counter / prevent the enforcement of a performance bond on the architects?	Thank you for your enquiry dated 15 January 2025. We reply as follows: Please note that there are no provisions under the Architects Act 1967 or the Architects (Scale of Minimum Fees) Rules 2010 that mandate or regulate the imposition of a performance bond or retention sum on Architects. These practices are not customary or consistent with established norms for professional architectural services. As the terms of engagement between an Architect and a client are private and subject to mutual agreement, we advise exercising caution and seeking professional advice - legal or financial - before accepting such terms, as they may have significant implications for your practice. We trust the above has been of assistance.

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		2) Can a retention sum be imposed on the architect's fees as practiced on the contractor? What facts can be presented to the client to counter said practice on architects? I thank you in advance for your kind assistance on the matter.	