

**IN THE MATTER OF
THE COLLEGE OF REGISTERED NURSES OF BRITISH COLUMBIA
AND CITATION ISSUED UNDER THE HEALTH PROFESSIONS ACT,
R.S.B.C. 1996, chapter 183 (the “Act”)**

BETWEEN:

THE COLLEGE OF REGISTERED NURSES OF BRITISH COLUMBIA

(the “College” or “CRNBC”)

AND:

LAURIE JEANNE TINKHAM

(the “Respondent”)

Date and Place of Hearing:

Date: Friday, February 24, 2017

Place: 2855 Arbutus Street, Vancouver, BC,

Members of the Hearing Panel of the Discipline Committee:

Bob Johnstone (Chair)

Sarah Virani

Star Mahara

Counsel for the College:

Jean Whittow, Q.C. and Miriam Isman

Counsel for the Respondent:

No attendance by the Respondent or counsel

Independent Legal Counsel for the Panel:

Lisa C. Fong

Court Reporter

Mandi Bains

**REASONS FOR DECISION AND ORDER
OF THE DISCIPLINE COMMITTEE**

1. A hearing panel of the Discipline Committee (the “Panel”) convened on February 24th, 2017 at 10:00 a.m. to inquire into allegations of unprofessional conduct.

Proceeding without the Respondent

2. College counsel advised that the College received an email that morning from the Respondent, who advised that she was not intending to attend the hearing.

3. College counsel proceeded to prove service of the Citation and provide evidence of the Respondent's knowledge of the time of the hearing. College counsel tendered into evidence the following documents:

- Affidavit of service of Mike Redlick, who deposed that he personally served the Respondent with a copy of the citation in this matter (the "Citation") on December 20, 2016 (Exhibit #1). Attached to this affidavit was a copy of the Citation, which included a warning that the Panel could proceed without the Respondent if she failed to attend the hearing.
- Affidavit of Chantelle Choy, who deposed that on February 1, 2017, she sent a letter from College counsel to the Respondent indicating that the hearing of the Citation would commence at 10:00 a.m. on February 24, 2017, and attached this letter to her affidavit (Exhibit #2). Also attached to this affidavit was a copy of the Canada Post website for the tracking number, showing that the letter was delivered to the Respondent by registered mail on February 3, 2017.
- Email from the Respondent to the Nursing Concerns Coordinator at the College, dated February 24, 2017 at 4:49 a.m., advising that she would not be attending the hearing (Exhibit #3). The Respondent also advised of her medical condition, and provided some additional explanations in relation to the Citation allegations. She alleged in the email that she is being tried and convicted "in absentia", and advised that she would like her explanations in this email made known to the Discipline Committee.

4. The Panel asked College counsel whether the option of an adjournment of the hearing date had been raised with the Respondent, to which the College counsel responded that there had been no discussions about an adjournment. The Panel then directed College counsel to contact the Respondent by phone to ask if she would like to request an adjournment, and if she answered the phone and wished to request one, then to have her address the Panel on that issue. The hearing adjourned while College counsel carried out these steps. When the hearing reconvened, College counsel advised that she left a telephone message but was unable to reach the Respondent.

5. College counsel submitted that the hearing should proceed, as the Respondent was properly served under the Act, was aware of the hearing proceeding today, and had provided her position in the materials that would be put before the Discipline Committee. College counsel also advised that out of an abundance of caution, she was leaving her cellphone on, so that if the Respondent called, she would be able to answer it and the Panel would be able to address any concerns they had regarding proceeding with the hearing. College counsel also noted that s. 38(5) of the Act provides that the hearing can proceed upon proof of service of the citation, and that proof of service had been tendered into evidence.

6. The Panel considered all relevant information, including the Citation and the seriousness of the allegations in the Citation. The Panel decided that the discipline hearing would proceed. The Panel's decision to proceed was based on, first, the fact that s. 38(5) of the Act provides the Discipline Committee with the power to proceed on proof of service of the citation. Service of

the Citation had been duly proven, and the panel was satisfied that the Citation and Ms. Whittow's letter, attached to Ms. Choy's affidavit, was delivered such that the Respondent had notice of the hearing and notice of what was being alleged in the Citation. Second, the Panel also found that the Respondent's email provided explanations in responding to allegations in the Citation that reduced any prejudice that the Respondent might suffer due to her absence from the hearing.

7. The Panel noted that while College counsel left her cell phone turned on during the whole hearing, the Respondent did not call counsel.

Citation

8. The Citation is attached as Schedule A to these Reasons for Decision and Order (the "Reasons"), and forms a part of the Reasons.

9. The Citation gives notice that the purpose of the hearing is to inquire into the Respondent's conduct as follows:

1. On or about November 23, 2012, while purporting to provide nursing care to Mr. W, the Respondent caused Mr. W to appoint her as an attorney in relation to his financial affairs by power of attorney, or accepted such appointment;
2. While purporting to provide nursing care to Mr. W and/or his wife Mrs. W, the Respondent received other personal benefits from Mr. W and/or Mrs. W, including payment for her dental work, living in a mobile home owned by Mr. W and/or Mrs. W and/or being named as an owner in joint tenancy of the mobile home;
3. Between October and December 2012, while purporting to provide nursing care to Mr. W, the Respondent issued cheques upon or received payments from Mr. W's bank account totaling over \$11,000; and
4. When Mr. W and Mrs. W passed away, title to the Mobile Home was transferred to the Respondent and she retained ownership.

10. College counsel was asked if paragraph 4 was a separate allegation in the Citation. College counsel advised that the information in paragraph 4 were facts that supported the allegations in paragraph 2, that the Respondent received personal benefits, including eventual sole ownership of a mobile home. The Panel will accordingly decide the allegations set out in paragraphs 1-3 of the Citation.

The hearing matter

11. The matter before the Panel is whether the Respondent failed to comply with CRNBC standards, within the meaning of s. 39(1)(b) of the Act, and whether she committed professional misconduct or unprofessional conduct, within the meaning of s. 39(1)(c) of the Act.

Facts and evidence

12. The Respondent is a former registrant of the College in the "registered nurse" registration class.

13. College counsel adduced evidence of some witnesses through affidavits (which are listed below), called the evidence of one witness, Ms. Lucy Greer, who provided oral evidence, and adduced documentary evidence. The evidence of Ms. Greer is detailed below. The Panel found

Ms. Greer's evidence to be reliable. With respect to the affidavit evidence, the Panel may accept evidence in such a form, based on its control over its process. Such evidence is sworn, and satisfies the requirement, under section 38(4)(a) of the Act, that testimony of witnesses be taken "on oath". The Respondent, who did not attend, failed to request that any witness giving evidence by way of affidavit attend to be cross-examined. With respect to documentary evidence, no issue exists as to authenticity, and with respect to their content, the Discipline Committee is not bound by court rules of evidence, including any rules against hearsay evidence: "a tribunal is entitled to consider any evidence it deems relevant, accepting portions of some and rejecting others as it sees fit." *Hale v. B.C. (Superintendent of Motor Vehicles)*, 2004 BCSC 1358 at para. 23.

14. For simplicity, these Reasons refer to the registrar, the Inquiry Committee, and to personnel acting on their behalf, simply as the "College", as their legal distinctness is immaterial in this case.

(a) Witness evidence

15. Ms. Greer testified she is a Professional Conduct Review Consultant with the College, and has been in that position since 2010. She testified as to the following details:

- a. The Respondent was first registered with the College on September 5, 2001, and that license lapsed on March 1, 2003. She was reinstated as an RN on November 12, 2010, and that license lapsed on March 1, 2013. The Respondent has not been registered since this time.
- b. When she submitted renewal information to the College in 2012, the Respondent indicated that she was working as a staff nurse in either home care or community care, and that her primary area of responsibility was rehabilitation. She indicated that she was self-employed, and that the address of her worksite was the [redacted] building, the address of Mr. and Ms. W. She also reported that she had completed 600 hours of practice in 2011.
- c. In 2012, the Respondent provided information to the College regarding her personal practice review. She indicated that she had conducted a self-assessment, and received feedback on her practice from Dr. Balfour, the Ws' family physician, and VIHA home-care nurses who supervised the Ws. She also stated that she had set goals for the upcoming year and implemented a plan to enhance her knowledge of wound care.
- d. On January 23, 2013, the College received a complaint from [complainant], Seniors Outreach Clinician with the Vancouver Island Health Authority, against the Respondent (the "Complaint"). The Ws were clients of both the Respondent and [complainant]. The Complaint alleged, *inter alia*, that the Respondent had accepted payment from her client, the Ws, to pay for dental work, prescription eyeglasses, and a mobile trailer, and that on November 23, 2012, she was assigned Enduring Power of Attorney for the Ws.
- e. On January 24, 2013, the College sent to the Respondent a copy of the Complaint, together with a letter from the College requesting a response by February 7, 2013.

- f. On February 5, 2013, the College received a response from the Respondent (the "Response"), with attached copies of the Respondent's Curriculum Vitae and several letters, including a letter from Mr. W, dated February 2, 2013.
- g. In this letter, the Respondent admitted to many of the allegations in the Complaint, and to conduct that is considered a breach of College standards. In her letter, she described a very unusual arrangement that she made with two vulnerable clients in the community, whereby she was paid \$800 per month for services, and received benefits through the use of a trailer, and having her rent, glasses or dental work paid. She also admitted to having Power of Attorney for Mr. W. The Respondent's letter demonstrated a lack of insight into the fact that she had breached College standards.
- h. The letters of reference attached to the Response did not assist the College in addressing its concerns regarding the Respondent.
- i. Following its receipt of the Response, the College authorized an investigation under s. 33 of the *Health Professions Act*. On March 1, 2013, the College sent a letter to the Respondent, informing her of the investigation decision.
- j. On July 6, 2013, the Respondent provided a statement to the College investigator. The Respondent stated that she initially met the Ws while working for the Nurse Next Door. She also stated that she had an arrangement with the Ws to live in their trailer and receive \$800 per month, and was paid this amount so that her government disability payments would not be impacted by her earnings. The Respondent admitted that Mr. W occasionally paid for goods and services for her, such as dental work and new glasses, and that she received additional payments from Mr. W's cheques because she was a few hundred dollars "short" each month. She also stated that she considered Mr. W a very close friend, and that there was some "romantic transference" on the part of Mr. W, because she had noticed that he needed care.
- k. In July 2013, the College investigator interviewed Mr. W and transcribed a statement from Mr. W regarding the Complaint.
- l. Following the investigation, a report was made to the Inquiry Committee, and the Citation was authorized.

(b) Documentary evidence

- 16. College Counsel adduced documentary evidence consisting of the following exhibits:
 - a. EXHIBIT 1: Affidavit of Service of Mike Redlick;
 - b. EXHIBIT 2: Affidavit of Chantelle Choy;
 - c. EXHIBIT 3: Emails dated February 24, 2017 between the College and the Respondent;
 - d. EXHIBIT 4: Citation;
 - e. EXHIBIT 5: Printout of Registration Renewal Information for the Respondent;
 - f. EXHIBIT 6: Book of Documents;

- g. EXHIBIT 7: Affidavit of Sharon Fitzgerald;
- h. EXHIBIT 8: Affidavit of Complainant;
- i. EXHIBIT 9: Copy of Complainant Affidavit excerpts;
- j. EXHIBIT 10: Emails dated January 6, 2017 between the College and the Respondent;
- k. EXHIBIT 11: Emails dated January 5, 2017 between the College and the Respondent.

17. Counsel for the College adduced documentary evidence consisting of a Book of Documents (Exhibit #6) containing the following:

- a. TAB 1: Emails dated March 14, 2012 between the College and the Respondent;
- b. TAB 2: The Complaint dated January 17, 2013;
- c. TAB 3: Letter dated January 24, 2013 from the College to the Respondent;
- d. TAB 4: Letter dated February 1, 2013 from the Respondent to the College with enclosures (being the Response);
- e. TAB 5: Letter from the College to the Respondent, dated March 1, 2013;
- f. TAB 6: Statement of the Respondent, dated July 6, 2013;
- g. TAB 7: Statement of Mr. W.

Findings

18. The Panel agrees with the College that the burden of proof is on the College to prove a case on the balance of probabilities. The evidence must be “sufficiently clear, convincing and cogent” to satisfy that burden (*F.H. v. McDougall*, [2008] 3 S.C.R. 4). The Panel must find that it is more likely than not that the alleged conduct occurred. The burden does not shift to the Respondent.

(a) Findings of Fact

19. The testimony of Ms. Greer and the documentary evidence establish that the Respondent was registered with the College as a nurse between November 12, 2010 and March 1, 2013.

20. The evidence also establishes that during this period, the Respondent provided nursing care to Mr. and Mrs. W:

- a. In her Response and several of her emails to the College, the Respondent asserted that she considered herself Mr. W’s personal assistant, and denied providing nursing services to the Ws. The Respondent admits, however, that she established a bowel program for Mrs. W and was performing wound care for Mr. W every day or every other day. The Respondent stated that, since Mr. W had a chronic sacral wound that required care by a registered nurse, she did a daily dressing change.
- b. Ms. Greer testified that the Inquiry Committee was of the view that wound care and establishing a bowel program are both common nursing activities performed by registered nurses. College counsel submitted that while Ms. Greer was not

being called as an expert witness on the standards of registered nursing, wound care and establishing a bowel program are both common nursing activities performed by registered nurses. Ms. Greer is a registered nurse, and the Inquiry Committee itself has expertise concerning nursing practice. The Panel accepted that these activities are both commonly performed by registered nurses.

- c. Furthermore, the Respondent was aware that the services she performed for the Ws were considered nursing. She admitted to the College that she was happy to see the Ws benefit from her nursing knowledge whenever it was needed. In her responses to the College's personal practice review questions, the Respondent stated that she had specifically implemented a plan to enhance her knowledge of wound care. The Respondent also indicated she was providing nursing care as a "Staff Nurse/Home Care/Community Nurse" to the Ws in her renewal application to the College in 2012, and that she had provided 600 hours of nursing in 2011. There was no indication that she was providing nursing for any other clients, since she indicated in her renewal application that her place of employment was the [redacted] building, where Mr. and Mrs. W resided.

The Panel finds that the Respondent provided nursing care and services within the scope of "nursing" as defined in the *Nurse (Registered and Nurse Practitioner) Regulation*, B.C. Reg. 284/2008.

21. The Panel finds that, as evidenced by an Enduring Power of Attorney, dated November 23, 2012, Mr. W appointed the Respondent as his attorney within the meaning of the *Power of Attorney Act*, and that the Respondent accepted the appointment.

22. The Panel finds that the Respondent received personal benefits in exchange for providing nursing care to Mr. and Mrs. W, despite the Respondent's assertion that she did not profit from her arrangement with the Ws. The Panel accepts the evidence of [Complainant] that, prior to the Respondent receiving disability benefits that included dental coverage, Mr. W paid for the Respondent's dental work. The Respondent admitted that when she broke her glasses, Mr. W had also paid for new glasses for the Respondent. She also stated that Mr. W had paid for her medication, which cost \$1,600 per month.

23. The Panel finds that, while providing nursing care to the W's, the Respondent lived in a mobile home, purchased by Mr. W for \$30,000, and received joint ownership of that mobile home. The Panel accepts the evidence of Sharon Fitzgerald, who deposed that on August 31, 2012, this mobile home was purchased and registered in joint tenancy in the names of Mr. W, Mrs. W and the Respondent. On January 22, 2014, several months after Mr. W passed away, ownership of the mobile home was transferred to the Respondent. The Respondent is currently the sole registered owner of the mobile home.

24. The Panel finds that between October and December 2012, the Respondent issued cheques upon or received payments from Mr. W's bank account, totaling over \$11,000. With respect to the payments that the Respondent received, these payments were in addition to the \$800 per month stipend that the Respondent received for her nursing services. The Panel finds that these payments were for the Respondent's personal benefit. The Panel accepted that both Mr. W and the Respondent regarded many of the payments not as compensation for nursing services, but rather payments that were not remuneration.

25. The Respondent admitted to cashing cheques for Mr. W and accepting a portion of the cashed cheques for herself, because she was “always a couple of hundred dollars short at the end of the month.” In his Statement, Mr. W confirmed that he gave the Respondent approximately a quarter of the money from the cashed cheques, to “help her out”. The Respondent claims that she used this money to shop for Mr. W and pay for his services. For instance, she asserted that she cashed \$10,000 in cheques one month in order to pay for caregivers and to manage the household while Mr. W was in the hospital with pneumonia. Mr. W stated that the Respondent cashed \$4,000 to pay for caregivers while he was in hospital. Both the Respondent and Mr. W admitted, however, that the Respondent had occasionally received money beyond payment for her services. Furthermore, documentary evidence in the Complainant Affidavit showed that the cashed cheques were made out in the Respondent’s name. While the precise amount of money she received is uncertain, the Respondent clearly received substantial cash payments from Mr. W’s bank account for her personal benefit.

26. The Panel accepts that, as submitted by College counsel, the Respondent formed a private arrangement with the Ws to receive payments and benefits that did not jeopardize her \$900 per month provincial disability pension. The Respondent did not wish to receive more than \$800 per month as payment for nursing services, because any more than this amount would jeopardize her pension. This arrangement directly benefitted the Respondent by allowing her to retain government benefits, and indicated that the Respondent placed her own personal interests ahead of her client’s best interests.

(b) Breach of a standard imposed under the Act

27. Section 39(1)(b) of the Act provides that on completion of the hearing, the discipline committee may, by order, determine that the Respondent “(b) has not complied with a standard, limit or condition imposed under this Act. . . .”

28. Ms. Whittow submitted generally that the Respondent failed to comply with the College’s Professional Standards and the Practice Standards. The citation asserts non-compliance with “Standards 1, 2 and/or 4 of CRNBC’s Professional Standards”, as well as two practice standards documents: standards entitled “Boundaries in the Nurse Client Relationship” and standards entitled “Conflict of Interest”.

29. Ms. Whittow did not focus on the College’s Professional Standards, and given the findings below concerning the College’s Practice Standards, the Panel need not further address the Professional Standards, except to note that Professional Standard 4 (Clinical Practice Item 13) requires generally that each registrant “13. Initiates, maintains and terminates nurse-client relationships in an appropriate manner.”

30. With respect to the College’s Practice Standards, Ms. Whittow clarified that one set of standards in 2006 was entitled “Nurse-Client Relationships” (the “Boundary Standard” at Tab 7 of the Book of Authorities), which in December 2012 the College revised and retitled, “Boundaries in the Nurse-Client Relationship” (also at Tab 7), which the College updated again in January 2013 (at Tabs 6 and 7). Ms. Whittow noted the following principles set out in the 2006 version of the Boundary Standard:

“1. Nurses use professional judgment in determining the **appropriate boundaries** of a therapeutic relationship with each client. The nurse – not the client – is responsible for **establishing and maintaining boundaries.**”

“2. Nurses are responsible for beginning, maintaining and ending a relationship with a client in a way that ensures **the client’s needs are first and foremost.**”

“3. **Nurses do not enter into a friendship** or a romantic or sexual relationship **with clients.**”

“12. **Unacceptable behaviour** by the nurse **includes** neglect and/or verbal, physical, sexual, emotional and **financial abuse**. Any action that results in **inappropriate financial or personal benefit to the nurse** or loss to the client **is unacceptable.**”

“13. **Nurses do not act as representatives for clients under powers of attorney** or representation agreements.”

“14. Generally, **it is not acceptable for nurses and clients to exchange gifts**. A group of nurses may give or receive a token gift in situations where it has therapeutic intent. **Any significant gift must be returned** or directed.” (emphasis added to indicate specific areas of focus by the College)

These standards were substantially retained in the 2012 and 2013 versions of the Boundary Standard (as principles 1, 2, 3, 15, 16 and 17).

31. Another set of practice standards dated 2006, published at the time of events, was entitled “Conflict of Interest” (the “Conflict Standard” at Tab 9 of the Book of Authorities), which in February 2017 the College revised, but continued to title “Conflict of Interest”. Ms. Whittow noted the following principles set out in the 2006 version of the Conflict Standard:

“A conflict of interest occurs when a nurse’s personal or private interests interfere with a client’s best interests or the nurse’s own professional responsibilities. The conflict can be actual, perceived or potential. When a conflict of interest influences, or appears to influence, a nurse’s judgment, the trust relationship can be violated. The interest may be personal, commercial, political, academic or financial.

...

“Nurses identify and seek to avoid actual, potential or perceived conflicts of interest.”

These standards were substantially retained, although reworded, in the 2017 version of the Conflict Standard.

32. The Panel accepts that the Respondent’s conduct violated the Boundary Standard and the Conflict Standard.

33. *The Boundary Standard.* The Boundary Standard recognizes that the nurse-client relationship is “therapeutic”, “focuses on the needs of the client”, and is “conducted within boundaries that separate professional and therapeutic behavior from non-professional and non-therapeutic behavior”. The Boundary Standard recognizes an inherent imbalance of power in the nurse-client relationship, and that clients are “often vulnerable”. Nurses must therefore manage the imbalance of power by establishing appropriate boundaries with clients: “Nurses who place their personal needs over their clients’ needs misuse their power.”

34. *Boundary violations and gifts.* As counsel for the College submitted, one of the principles under the Boundaries Standard is that any action by a nurse resulting in inappropriate financial or personal benefits to themselves, or in loss to the client, is unacceptable. The Respondent violated this principle when she gained inappropriate financial or personal benefits, including payment for dental work, an ownership interest and eventually full ownership of a mobile home, and additional cash payments, at the expense of Mr. and Mrs. W. In accepting these benefits, the Respondent also violated another principle under this Standard, which is that nurses and clients generally may not exchange gifts.

35. *Boundary violations and powers of attorney.* Another principle articulated under the Boundary Standard is that nurses do not act as representatives for clients under powers of attorney. The Respondent violated this principle when she acted as Mr. W's attorney under a power of attorney. The Respondent asserted that she accepted the appointment because the Ws had no family in B.C. She further asserted that she agreed to be Mr. W's attorney because she was not aware of any law prohibiting her from assuming this role, and as soon as she became aware of one, she withdrew her name. While the Respondent's lack of awareness about the law may be a mitigating factor on penalty, it is not a defense to her violating a standard by acting as a patient's attorney. The law further addresses the problem through section 18(1)(i) of the *Power of Attorney Act*, R.S.B.C. 1996, c. 370, which explicitly excludes, from those who may act as an attorney for an adult, any individual who "provides personal care or health care services to the adult for compensation".

36. *Boundary violations and personal relationships.* The Respondent further breached the Boundary Standard when she developed a close, personal friendship with Mr. W. The Respondent admitted that she became very close with Mr. W, and she clearly crossed the boundaries of their professional relationship.

37. *The Conflict Standard.* The Respondent also breached the Conflict Standard. The Conflict Standard stipulates that nurses should "identify and seek to avoid actual, potential or perceived conflicts of interest." A potential or perceived conflict of interest arises if a reasonable bystander could perceive that a financial interest, for example, could affect a nurse's judgment.

38. Contrary to the Conflict Standard, the Respondent pursued a personal relationship with Mr. and Mrs. W, and accepted various financial benefits from them that resulted, at the very least, in a potential or perceived conflict of interest. By her accepting an ownership interest in a mobile home, and other personal benefits, the Respondent put herself in a position where her personal financial interests were potentially or apparently interfering with her professional responsibilities, or her acting in her client's best interests.

39. These breaches of the Practice Standards also amount to breaches of Professional Standard 4 (Clinical Practice Item 13), which required that the Respondent maintain her nurse-client relationships with Mr. and Mrs. W in an appropriate manner. The Panel agrees with the submissions of College counsel that factual allegations #1, #2 and #3 of the Citation are proven, on the balance of probabilities, and that the Respondent breached the College's Standards.

(c) Unprofessional conduct, including professional misconduct

40. Section 39(1)(c) of the Act provides that on completion of the hearing, the discipline committee may, by order, determine that the Respondent "(c) has committed professional misconduct or unprofessional conduct...."

41. Section 26 of the HPA defines “unprofessional conduct” as including “professional misconduct”. Professional misconduct is defined broadly to include “sexual misconduct, unethical conduct, infamous conduct and conduct unbecoming a member of the health profession.”

42. Ms. Whittow submitted that case law establishes that professional misconduct is defined as conduct that persons of integrity and good reputation amongst the membership would reasonably regard as disgraceful, dishonourable, or unbecoming of a member of the profession.

43. College counsel referred the Panel to the case of *College of Nurses of Ontario v. Barbara Tomaszewska*, 2000 CanLII 73674 (ON CNO) (“*Tomaszewska*”) which involved a nurse who became an attorney for her client, became an executrix and beneficiary under his will, and made payments to herself from the client’s account of \$240,000. The client was suffering from a serious psychiatric illness, and in the circumstances was very vulnerable. The panel in *Tomaszewska* held that “the series of events, including Power of Attorney, Will, financial transactions and renewed Power of Attorney, were not discreet and isolated incidents but were the consequences of the exploitation of the initial nurse/client relationship” (at p. 13). The panel held that the nurse had taken advantage of the client and the client’s vulnerability, and concluded that this conduct amounted to a breach of College standards, which would be seen by other members of the profession as disgraceful, dishonourable, and unprofessional behavior.

44. College counsel also referred the Panel to *College of Nurses of Ontario v. Annette Aubut*, 2009 CanLII 92107 (ON CNO) (“*Aubut*”), a case in which the nurse worked at a hospice/palliative care facility for HIV/AIDS patients. The nurse’s client was an “on-and-off” client of the facility who had a substance dependency disorder, and other conditions. The nurse formed a romantic relationship with the client, and became an attorney and a beneficiary under his will. The panel in *Aubut* found that she engaged in professional misconduct and contravened the standards of the profession.

45. College counsel also referred the Panel to *College of Nurses of Ontario v. Meghan Leclair*, 2011 CanLII 100585 (ON CNO) (“*Leclair*”). In *Leclair*, the nurse pursued a personal relationship with an elderly man who was a client at the senior’s facility where she worked. The nurse had known the client prior to his admission into the facility. After the client’s death, his daughter noticed that he had given the nurse and her family gifts, cheques for several thousand dollars, and a car. The panel in *Leclair* found that the nurse had failed to maintain appropriate boundaries, and had accepted the gifts. It concluded that her conduct was “dishonourable and unprofessional” and contravened the standards of the profession.

46. Lastly, College counsel drew the Panel’s attention to *College of Registered Nurses of B.C. re Jacqueline Orina*, in which the College had accepted an admission, and a registrant’s consent to her registration being cancelled, under a Consent Agreement pursuant to s. 36 of the Act. Ms. Orina admitted to her forming a relationship with an elderly woman, who was the sister of a patient in the seniors’ facility where Ms. Orina was Director of Care. Ms. Orina caused the woman to become a resident of the facility, and then disposed of her possessions, and became her attorney through a power of attorney. Ms. Orina entered into a Consent Agreement under which she agreed to cancellation of her registration, and agreed to terms whereby she could apply for reinstatement at a later date.

47. The cases referred to by the College, while not factually identical to this one, demonstrate that certain unethical behaviors, including forming a personal relationship with a client,

accepting a power of attorney for a client, and accepting gifts and personal benefits from a client, constitute professional misconduct. The standards recognized by the cases are well-known professional standards that are confirmed by the College's written standards. The Panel agrees with the submissions of College counsel that factual allegations #1, #2 and #3 of the Citation are proven, on the balance of probabilities, and that the Respondent engaged in professional misconduct.

Penalty, publication and costs

48. Submissions regarding penalty, publication and costs will be forthcoming from the College and may be forthcoming from the Respondent. The Panel will arrive at a decision on these issues in due course and its further reasons will form part of these Reasons.

Notice

49. The Respondent is advised that under section 40(1) of the Act, a respondent aggrieved or adversely affected by an order of the Discipline Committee under section 39 of the Act may appeal the decision to the Supreme Court. Under section 40(2), an appeal must be commenced within 30 days after the date on which this order is delivered.

These are the Panel's Reasons for Decision and Order.

	Toronto ON	April 24, 2017
Name	Place	Date

Name	Place	Date
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Name	Place	Date
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Alphonse *KIMBERLEY BL* *APRIL 22, 2017*

Name Place Date

Name Place Date

Name Place Date

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These are the Panel's Reasons for Decision and Order.

Name	Place	Date
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<i>M. Arystara</i>	<i>Karlovos, BC</i>	<i>April 24, 2017</i>
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Name	Place	Date
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Name	Place	Date
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COLLEGE OF REGISTERED NURSES OF BRITISH COLUMBIA
CITATION

TO: Ms. Laurie. J. Tinkham
12 Honey Dr., Nanaimo
BC V9R 5N1
(the "Respondent")

BC Registration No. 0906455

TAKE NOTICE that a Panel of the Discipline Committee of the College of Registered Nurses of British Columbia ("CRNBC") will conduct a hearing into your conduct and competence as a registered nurse registrant under section 38 of the *Health Professions Act*, R.S.B.C. 1996, c. 183 (the "*Act*").

The hearing will be held at 2855 Arbutus Street, Vancouver, British Columbia. It will commence on February 24, 2017, and will continue until the hearing is concluded.

You are requested to attend the hearing, and have the right to be represented by legal counsel and to submit evidence. However, if you fail to attend the hearing, the Panel will proceed with the hearing in your absence, and, without further notice to you, may take any action that it is authorized to take under the *Act*.

The purpose of the hearing is to inquire into your conduct as follows:

1. On or about November 23, 2012, while purporting to provide nursing care to MW, you caused MW to appoint you as attorney in relation to his financial affairs by power of attorney, or accepted such appointment.
2. While purporting to provide nursing care to MW and/or his wife PW, you received other personal benefits from MW and/or PW, including payment for your dental work, living in a mobile home owned by MW and/or PW (the "Mobile Home") and/or being named as an owner in joint tenancy of the Mobile Home.
3. Between October and December 2012, while purporting to provide nursing care to MW, you issued cheques upon or received payments from MW's bank account totaling over \$11,000.
4. When MW and PW passed away, title to the Mobile Home was transferred to you and you retained ownership.

It is alleged:

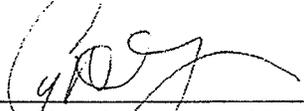
1. that you failed to comply with CRNBC's standards for the practice of nursing by registrants and standards of professional ethics for registrants, including
 - a. Standards 1, 2 and/or 4 of CRNBC's Professional Standards of Registered Nurses and Nurse Practitioners,
 - b. the "Conflict of Interest" Practice Standard, and/or
 - c. the "Boundaries in the Nurse-Client Relationship" Practice Standard;
2. that you have not complied with the *Act*; and, or in the alternative,
3. that you have committed professional misconduct or unprofessional conduct.

The Discipline Committee is constituted under the *Act* and CRNBC's bylaws thereunder. You are particularly referred to sections 37 to 40 of the *Act* and sections 6.06 to 6.12 and Schedules F and G of the bylaws.

FURTHER TAKE NOTICE that after a hearing under section 38 of the *Act*, the Panel of the Discipline Committee may make such determinations and orders under section 39 of the *Act* as it considers to be appropriate.

This Citation is issued at the direction of the Inquiry Committee of CRNBC under section 37 of the *Act*.

**COLLEGE OF REGISTERED NURSES
OF BRITISH COLUMBIA**



Cynthia Johansen, BA, MAL
Registrar/CEO

December 15, 2016
Date

Copy to:

Jean Whittow Q.C.
Counsel for the College of Registered Nurses of British Columbia