

PROVINCE OF NOVA SCOTIA
CITY OF HALIFAX

IN THE MATTER OF: **The *Social Workers Act*, SNS 1993, c 12**

-and-

IN THE MATTER OF: **Philip Patey, RSW #2335**

ACCEPTANCE OF SETTLEMENT AGREEMENT

Discipline Committee:

Jason Cooke, K.C., Chair
Bernadette Fraser, RSW
Mohammed Musa, RSW
Cassandra Hanrahan, RSW
Geoff Hood, RSW

Counsel:

Ryan Baxter, Counsel for the Nova Scotia
College of Social Workers

David Wallbridge, Counsel for the Respondent

Date of decision:

April 17, 2026

A Settlement Agreement reached between Nova Scotia College of Social Workers (“**NSCSW**”) and Philip Patey was recommended for acceptance by the Complaints Committee and referred to the Discipline Committee for consideration pursuant to section 29A of the *Social Workers Act* (the “**Act**”).

Pursuant to section 29A(5) of the Act, if the Discipline Committee accepts a proposed settlement agreement it shall confirm acceptance by written decision that incorporates the settlement agreement.

On February 9, 2026, the Discipline Committee accepted a Settlement Agreement between NSCSW and Philip Patey with reasons to follow. The reasons for acceptance of the Settlement Agreement are set out in this written decision. The Settlement Agreement is attached as Tab A to this decision.

COMPLAINT BACKGROUND

NSCSW received letters of complaint against Philip Patey alleging Mr. Patey violated professional boundaries with a Former Client, who was a vulnerable child in care. At the time of the complaint and allegations, the Former Client was no longer a child in care. While the Former Client was no longer a client at the material time, professional boundaries still applied to Mr. Patey’s conduct.

FACTS

At all times relevant to the complaint, Philip Patey was a member of NSCSW. Mr. Patey had no prior complaints or discipline history.

Philip Patey was the Former Client's social worker for a period of approximately 8 years while she was in foster care, until she was approximately 16 years old. Due to a change in his employment position, Philip Patey stopped being the Former Client's social worker in 2016.

On April 30, 2022, Philip Patey drove to meet the Former Client and picked her up with the intent of taking her to lunch.

Shortly after Philip Patey picked her up on April 30, the Former Client inquired about seeing Philip Patey's dogs. Philip Patey then agreed to bring the Former Client to his home. Philip Patey proceeded to drive the Former Client to his residence.

Philip Patey and the Former Client were the only individuals present at his home during this encounter. The Former Client had not been inside Philip Patey's home previously.

The Former Client played with Philip Patey's dogs. She then asked to use the washroom.

While using the washroom, Philip Patey prepared a meal for the Former Client, which the Former Client requested and then proceeded to eat.

While at his residence, Philip Patey gave the Former Client a tour of his home and offered a bag of clothing that he intended to donate. The Former Client took a small bag of clothing.

During this encounter, Philip Patey told the Former Client he had once considered the possibility of adopting her.

The Former Client asked Philip Patey if he thought she could ever come live with him at his house, to which he responded that he did not think it would be possible, but that if it was something the Client was serious about that he would have to discuss it with his wife and that this could be a short term living arrangement to get her back on her feet. This did not come up again in any discussion between the Former Client and Philip Patey, but if it had, Philip Patey intended to be firmer with his answer that it was not something he could entertain.

When driving the Former Client back, Philip Patey and the Former Client, at her request, stopped at a pharmacy. As requested by the Former Client, Philip Patey purchased shampoo and conditioner for the Former Client.

Philip Patey suggested that he and the Former Client could meet again for lunch, but this did not happen, and the Client did not communicate with him again after May 25 or May 26, 2022.

Philip Patey denies having any inappropriate feelings towards the Former Client.

ADMISSIONS AND ACKNOWLEDGEMENTS

Mr. Patey admitted the facts in the above section along with the following allegations:

1. Philip Patey engaged in professional misconduct, conduct unbecoming, and/or a breach of the Standards of Practice or Code of Ethics with respect to the following:
 - a. Philip Patey failed to maintain appropriate boundaries by entering into and engaging in a personal relationship with a vulnerable child in care, the Former Client, contrary to NSCSW Code of Ethics Value 4 and NSCSW Standards of Practice 2.2.1, 2.2.5, 3.1.1, 3.2.1, 3.5.1, 3.5.2, 3.5.4, and 3.8.4, the particulars of which include:
 - i. in or around April 30, 2022, inviting the Former Client to attend his personal residence for non-therapeutic reasons;
 - ii. in or around April 30, 2022, picking up the Former Client and driving her to his personal residence in his personal vehicle;
 - iii. in or around April 30, 2022, hosting the Former Client at his personal residence when no one else was present;
 - iv. in or around April 30, 2022, preparing food for the Former Client at his personal residence;
 - v. in or around April 30, 2022, gifting used clothing to the Former Client; and
 - vi. in or around April 30, 2022, purchasing shampoo and conditioner for the Client.
 - b. In or around April 30, 2022, Philip Patey failed to refer the Former Client to another professional when professional boundaries were initially crossed, contrary to NSCSW Standards of Practice 2.2.3, 2.5.1, 2.5.3 and 2.6.2.

Mr. Patey also acknowledged that the allegations constituted professional misconduct as defined in the Social Worker Regulations.

DISPOSITION

The Settlement Agreement provided for the following disposition:

- a) Philip Patey is reprimanded for engaging in professional misconduct;
- b) prior to returning to the practice of social work:
 - i. Philip Patey's registration shall be suspended for a period of two months;
 - ii. Philip Patey shall, at his own expense, successfully complete either:
 - the ProBE: Ethics and Boundaries program, with an unconditional pass; or
 - the Boundary Setting in Clinical Practice: The Best Ethical Practices course offered through PESI.

Philip Patey shall arrange for the administrator of the program to provide proof of successful completion to NSCSW;

- iii. Philip Patey shall submit a reflective essay to NSCSW of no less than 1,000 words, acceptable to the NSCSW Professional Conduct Manager, in which he will report and self-reflect upon:
 - 1. his learnings from these incidents and the above education;
 - 2. how he will incorporate his learnings into his practice; and
 - 3. specific actions he will take to prevent future boundary violations, including details on how he will identify and address ethical risks in professional relationships;
- iv. Philip Patey shall be restricted from practising as a self-employed social worker for a period of one year;
- c) for a period of one year upon his return to practice, Philip Patey will immediately advise NSCSW in writing when he accepts any offers of employment as a social worker. NSCSW will then provide a summary of this Settlement Agreement to Philip Patey's intended manager; and
- d) for a period of six months following his return to practice, Philip Patey shall undergo indirect supervision by a NSCSW appointed supervisor. Supervision shall be at Philip Patey's expense. Supervision shall consist of:
 - i. monthly supervision meetings between Philip Patey and his supervisor; and
 - ii. quarterly written progress reports submitted to NSCSW by his supervisor addressing remedial topics, including, but not limited to professional boundaries and ethical decision making, ethical use of power in client relationships, and risk management and professional accountability.

COSTS

Mr. Patey shall pay costs in the amount of \$5,000.00 as a contribution toward the College's costs incurred in this matter, which are payable to the College in equal monthly instalments over three years, within 30 days of the date the Discipline Committee accepts the Settlement Agreement.

REASONS

The Discipline Committee provided the following reasons, in part, in accepting the Settlement Agreement:

The Discipline Committee recognizes the careful consideration given to the Settlement Agreement by NSCSW and Mr. Patey in accepting the Settlement

Agreement. We accept the submission of NSCSW, as expressed in paragraph 37(a) of the Settlement Agreement, that Mr. Patey provided an opportunity to consult independent legal counsel prior to executing the Settlement Agreement. This was confirmed by Mr. Patey's legal counsel at the hearing.

In considering the disposition overall, the Discipline Committee is satisfied that it is in the public interest to accept the position set out in the Settlement Agreement. The Discipline Committee is also satisfied that the common law factors to be considered when accepting a settlement agreement have been met in this case. The disposition provides for both specific and general deterrence and denunciation of Mr. Patey's conduct. The Panel also believes the disposition is sufficient to maintain public confidence in the profession's ability to self-regulate.