



IN THE MATTER OF the Architects Act, R.S.O. 1990 c.A.26, as amended (“the Act”), and Ontario Regulation 27 under the Act, as amended, (“the Regulation”)

AND IN THE MATTER OF The Statutory Powers Procedure Act, R.S.O. 1990 C. S.22

AND IN THE MATTER OF a proceeding before the Discipline Committee of the Ontario Association of Architects pursuant to Sections 34 and 35 of The Architects Act to hear and determine allegations of professional misconduct against **Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated**

John Romanov, Member)	Hearing held
John Beresford, Member)	December 17 and 18, 2002
)	and
Anthony Pagnanelli, Lieutenant Governor in Council Appointee)	February 5 and 6 and May 5, 2003

P. John Brunner, Counsel to the Tribunal
Eldon Bennett, Counsel to the Association

No solicitor representation for Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated; Mr. Stunden advised that he was representing himself.

REASONS FOR THE DECISION AND ORDER OF THE DISCIPLINE COMMITTEE

This matter coming on for hearing before the Discipline Committee on December 17 and 18, 2002, and February 5 and 6, 2003, at the City of Ottawa, Ontario, and May 5, 2003, at the City of Toronto, Ontario, in which it was alleged that Gary R. Stunden, Architect, a Member of the Ontario Association of Architects and Gary R. Stunden Architect & Associates Incorporated, a Holder of a Certificate of Practice, committed the following acts of professional misconduct.

1. During the year 2001, you charged a fee for architectural services not performed with respect to residential premises located at 1101 Tomkins Farm Crescent, Manotick Station, Ontario, contrary to subsection 11 of section 42 of the Regulation.
2. On or about August 21, 2001, you knowingly submitted a false or misleading account with respect to architectural services rendered with respect to residential premises located at 1101 Tomkins Farm Crescent, Manotick Station, Ontario, contrary to subsection 14 of section 42 of the Regulation.
3. During the year 2001 you failed to perform architectural services reasonable skill and judgment with respect to the residential premises located at 1101 Tomkins Farm Crescent, Manotick Station, Ontario, contrary to subsection 39 of Section 42 of the Regulation.
4. During the year 2001, you failed to carry out the terms of a contract to provide architectural services with respect to residential premises located at 1101 Tomkins Farm Crescent, Manotick Station, Ontario, contrary to subsection 53 of Section 42 of the Regulation.

5. In the year 2001, you conducted yourself with respect to the provision of architectural services with respect to residential premises located at 1101 Tomkins Farm Crescent, Manotick Station, Ontario, in a manner which, having regard to all the circumstances, would reasonably be regarded by members of the Association as dishonourable or unprofessional.

In the presence of Counsel for the Association, Mr. Bennett, and Gary R. Stunden representing both himself and Gary R. Stunden Architect & Associates Incorporated, upon hearing read the Notice entered a plea of not guilty to all charges. Present also, as Counsel for the Discipline Committee, was Mr. P. John Brunner.

This hearing took place over the course of five days. The first four days were held in the City of Ottawa, and the last day, with respect to the Penalty Phase, at the Association's Office in Toronto.

THE PROSECUTION

Mr. Bennett, Counsel to the Association, presented that Mr. Stunden, the Member, was engaged by Mr. Camil Kourany, the client and the complainant, to provide design and construction management for a landscape project at the residence of Mr. Kourany, 1101 Tomkins Farm Crescent. Mr. Bennett went on to state that the budget had been set by Mr. Kourany at \$50,000.00 and that the final cost was approximately \$125,000.00. The fees to be paid to Mr. Stunden were agreed at \$10,000.00 but the fees taken by Mr. Stunden were in excess of \$20,000.00 which were taken from monies to be paid to the contractors. Further, Mr. Bennett stated that the construction

coordinated and supervised by Mr. Stunden was incomplete and improperly executed.

The Tribunal then heard from the first witness, Mr. Kourany. Mr. Kourany introduced himself as a graduate of Carleton School of Architecture of 1984 and the owner of Tempest Management, a project management firm engaged in commercial projects. Mr. Kourany described that he had purchased 1101 Tomkin Farm Crescent as his residence, that the home was 12 months old when he purchased it on November 30, 2000 and that he required landscaping to be done. Mr. Kourany acknowledged that he and Mr. Stunden were classmates, but that he had only met Mr. Stunden recently through an employee of Tempest Management who was acquainted with Mr. Stunden. Mr. Kourany described that he proceeded to discuss design options with Mr. Stunden for the purposes of finishing the driveway and landscaping in order to sell the property, since his sole purpose in purchasing the property was as an investment for resale. Mr. Stunden had introduced James Wright, a real estate agent to the project to ascertain a potential sale value of the property after completion of the landscaping. It was Mr. Wright who established the budget of \$50,000.00 as a maximum additional investment in the property in order to net out a return on resale. The fees to Mr. Stunden for design and construction management were set at \$10,000.00 as a part of the \$50,000.00 budget and a retainer was paid to Mr. Stunden. Design proposals were prepared by Mr. Stunden and a revised budget of \$62,000.00 was agreed to on May 15, 2001. Bank Drafts were forwarded to Mr.

Stunden in the amount of \$75,000.00 for dispersal to the trades as construction progressed. Mr. Kourany presented contracts to trades prepared by Mr. Stunden and signed by Mr. Kourany. Budgets prepared by Mr. Stunden excluded the professional fees and all taxes from the agree-to budget of \$50,000.00 and subsequent budgets, which was not the original understanding of Mr. Kourany. He had always included all fees and taxes in the budget but grudgingly accepted that they would be in addition. A budget was submitted on July 25, 2001 identifying substantiated extras valued at \$40,000.00, of which Mr. Kourany acknowledged half, or \$20,000.00. At this point, Mr. Kourany stated that he had lost confidence in the project under the direction of Mr. Stunden and that he had requested a full accounting of the \$75,000.00 forwarded to Mr. Stunden. A final spreadsheet, dated August 16, 2001, was delivered by Mr. Stunden that showed a total of \$20,000.00 had been allocated to the professional fees, with the remainder disbursed to the trades, and substantial amounts still owing. Throughout, Mr. Kourany had never been issued any accounting, cancelled cheques or invoices related to any of the trades nor to Mr. Stunden's services. Mr. Kourany had never been requested by Mr. Stunden for additional fees for his services. Mr. Kourany produced pictures he had taken on August 21, 2001 which showed the construction incomplete, improperly executed and areas being re-worked. Mr. Kourany presented that, over and above the \$75,000.00 advanced through Mr. Stunden, he had paid an additional \$44,000.00 plus a final \$4,200.00 for a total of approximately \$125,000.00. He was in a position where he could not

sell the house to recoup what he had spent and was forced to remain living there for a prolonged period of time.

Mr. Stunden proceeded to cross-examine Mr. Kourany. Mr. Stunden suggested that the \$50,000.00 budget was only a starting point, and that as the creativity of the design progressed that the budget could be adjusted. Mr. Stunden also put to Mr. Kourany that the professional fees had initially been established at \$13,000.00, but that a reduction to \$10,000.00 was agreed in consideration to design a new house for Mr. Kourany. Substantial documentation as to costing and invoicing was presented to Mr. Kourany, as well as photographs taken on July 24, 2001 showing the work completed. Mr. Kourany stated that he had never seen the documentation presented and that the photographs did not represent, nor were they of, the entire project.

The Tribunal also heard from the witness Mr. Yury Whitlock of Big Rock Contracting. The Reply evidence sought to be tendered by the Association, through this witness, was restricted by the Tribunal on the ground that it was merely confirmatory of evidence that had been previously led, or otherwise amounted to a splitting of its case. Mr. Bennett suggested to Mr. Whitlock that there were a multitude of grading problems on the site including the driveway. Mr. Whitlock explained that he and his company had been hired to do rough grading and berming, interlock, and driveway grading. Mr. Whitlock stated that he had twelve years of experience in landscaping and a

geology degree. He went on to describe the methodology that he followed on the site and that the grading and landscaping works that were carried out on the site were generally orderly and well executed. Mr. Bennett stressed that he understood that there was a major problem with the driveway grading. Mr. Whitlock responded that the driveway grade had to be raised to match the new lockstone placed along as an edging and at the front of the house. Although this work was not part of his contract, he undertook it as directed by Mr. Stunden's office to expedite the construction. The cost was to be deducted from the driveway contractor. Mr. Whitlock confirmed that the work methodology that he was directed to undertake was standard industry practice and within the general scope of his contract.

Mr. Stunden also cross-examined Mr. Whitlock. The thrust of his examination was to confirm, which Mr. Whitlock did, that the work methodology that Mr. Whitlock was directed to undertake was standard industry practice and within the general scope of his contract.

THE DEFENCE

Mr. Stunden addressed the Tribunal. Mr. Stunden stated that he and Mr. Kourany had attended Carleton University in Architecture together. He stressed that throughout the course of the project, that he relied on Mr. Kourany's architectural background in providing a high level of knowledge and understanding in the design and construction process. Mr. Stunden acknowledged the budget

constraints, but clarified that much "scope creep" had occurred throughout the process which had increased the costs. The requirement from Mr. Kourany was to upgrade the curb appeal of the residence for a quick resale. It was in this spirit that Mr. Stunden carried out his mandate and completed the work for the project. Mr. Stunden, acting on his own behalf for the defence, entered the witness box and proceeded to give his evidence. Mr. Stunden provided background for his practice, wherein he professed that he always acts professionally. He provides design oriented services and has successfully completed over 800 residential projects. The design concept for this project was presented as a "mini-golf course" surrounding the house. The original layout included a pond at the rear of the property, but this was later deleted. Mr. Stunden described the design process in which he allowed the client, Mr. Kourany, free rein in his requirements and extents of the landscaping to be implemented. The client, Mr. Stunden asserted, was at all times aware of any revisions to the design, as well as all cost implications. Mr. Stunden entered into evidence two large binders, which represented all documents from both Mr. Kourany and Mr. Stunden in a civil action that was underway between the two of them on the same, present project. The binders provided documentation that Mr. Stunden stated Mr. Kourany was provided, which indicated on a series of spreadsheets produced by Mr. Stunden's office, the budgets, contracts let, costing and payments made for all aspects of the construction. The spreadsheets also listed professional fees as an item. The technical details of the construction were reviewed by Mr. Stunden, including the snap edge detail around the planting

beds, the clay berms overlaid with topsoil, and drainage issues at the rear of the site. He also reviewed how trees sizes and quantity were adjusted to suit the budget, while maintaining the overall design concept. The photographs taken by Mr. Stunden on July 24, 2001 were examined and a letter from the Landscape Architect, Mary Faught, who was hired by Mr. Stunden as his consultant, was submitted. The photographs and the letter purport that the project was generally completed and left in a finished condition as of July 24, 2001. Mr. Stunden completed his delivery, presenting that the client, Mr. Kourany, was at fault for any shortcomings or deficiencies in the construction since he had revised the location of trees after planting. On several occasions, he had made adjustments to the materials employed and he had stopped payment advances required to pay the trades. Additionally, Mr. Stunden stated that Mr. Kourany had agreed to a professional fee surcharge of 20% on top of construction extras, and that he had also agreed to Mr. Stunden paying himself from the advances.

Mr. Bennett proceeded to cross-examine Mr. Stunden. He questioned Mr. Stunden as to his fee agreements, his approval for extra work, and his rendering of accounts. Mr. Stunden replied that his agreement was the Offer of Professional Services letter dated April 5, 2001 setting the fees at \$13,500.00 and providing for a 5% mark-up on funds dispersed from his trust account. All approvals for extra work had been discussed with Mr. Kourany and received verbally. The amounts were rendered as a part of the costing spreadsheets presented to Mr. Kourany. Mr. Bennett then requested

a summary of payments made by Mr. Stunden to the trades and to himself. Mr. Stunden submitted that to July 25, he took \$10,700.00 for himself and paid \$52,000.00 to the trades, after which he was outstanding \$8,500.00 and the trades were owed \$41,000.00. Between July 25th and the end of August, Mr. Stunden then paid out \$8,500.00 to himself and submitted a cheque in the amount of \$194.10 to Mr. Kourany to close out the trust account. Several inconsistencies in the site drainage were brought forward by Mr. Bennett. These consisted of improper sump pump discharge at the rear of the house, back slopes into the house at the front, and improper grading of the driveway. Mr. Stunden countered that the sump drainage was never completed in the original house construction, and that this deficiency was corrected in the current landscape construction as an extra. The berming at the front of the house provided for a swale next to the foundation wall for proper drainage. Finally, the driveway was too long to drain directly to the street and it was sloped to drain to the side. In closing his cross-examination, Mr. Bennett presented five previous findings of guilty by the Discipline Committee against Mr. Stunden to refute Mr. Stunden's claim of his years of "nothing but professional service". Mr. Stunden refused to respond.

Ms. Mary Faught, Landscape Architect, was called as a witness for the defence. Ms. Faught gave evidence that she was employed as a consultant to the Member only to prepare a sketch landscape plan which showed species of plants/trees. She produced no specifications, nor sizing of material as this was left to Mr. Stunden to

direct. Mr. Stunden questioned Ms. Faught as to the level of completeness of the work as of July 24, 2001, the date of the pictures taken by Mr. Stunden. Ms. Faught noted that the pictures did accurately reflect the completeness of the work at that date, as she was present at the site. She also stated that although the pictures were only taken of the rear of the property, that the front of the property was also complete to the same standard. Mr. Stunden presented the pictures taken by Mr. Kourany on August 21, 2001 to Ms. Faught. She reviewed the pictures and felt that they indicated some party had undertaken adjustments to the planting beds and edging treatment, subsequent to the completion of the work.

Mr. Bennett cross-examined Ms. Faught with respect to her deficiency list dated August 2, 2001. The deficiency report identified deficiencies in the edging of the planting beds, the level of crushed brick to the edging, and the quality of asphalt paving. Ms. Faught described the typical details for edging of planting beds with crushed brick overlay. She stated that an 8" trim edge is required together with a filter cloth at the bottom of the edging and 6" of crushed brick. The installation did not meet these standards. Further, the level to which the filter cloth was placed was too high and did not provide either sufficient crushed brick cover, nor adequate height of edging to contain the crushed brick. The asphalt pavement was described as being overtly course and unevenly laid, however, Ms. Faught clarified that she understood that this was due to unusually hot weather and that the installer was to rectify this. Mr. Bennett questioned the size and quantity of plant material. Ms. Faught

responded that she had not specified these aspects but understood that this was a function of the available budget.

Mr. Stunden provided re-direct to Ms. Faught. He suggested to Ms. Faught that a 5" edge and 2" – 3" of crushed brick was adequate in this instance since the requirement was only for "show" purposes and re-sale, with a limited budget. Ms. Faught countered that she would not recommend this design under any circumstances. This concluded the submission of evidence on behalf of the Member in his defence.

THE FACTS

In reviewing the evidence presented and the presentation of the witnesses, the Tribunal concluded that much of the evidence of the client/complainant and the Member was not credible. The Tribunal accordingly relied in the main on documentary evidence, and that of the other witnesses.

1. Mr. Kourany, the client and complainant, purchased 1101 Tomkins Farm Crescent as an investment opportunity, on November 30, 2000.
2. Mr. Stunden, an architect, was engaged by Mr. Kourany to provide design and construction management services to landscape the purchased residence, with a fee of \$13,500.00, on or about April 5, 2001.

3. The construction budget was set at \$50,000.00 with the design brief as a landscape treatment to beautify the property for resale purposes.
4. Mr. Stunden regards himself as a “design” architect. He determined that the concept for this landscape project would be a mini-golf course, and under the guise of “scope creep” allowed the budget to expand to fit his design parameters, not the client’s.
5. Mr. Kourany was well aware of the time and material that Mr. Stunden was expending with his firm to complete the project, however, he took no action to control the situation.
6. The project was completed by July 24, 2001, however, Mr. Kourany proceeded to rebuild the work substantially, thereafter and presented pictures dated August 21, 2001 as depicting the incompleteness of the construction.
7. The money given to Mr. Stunden by Mr. Kourany in the amount of \$75,000.00 accounted for the \$50,000.00 construction budget, the professional fees of \$13,500.00, plus construction extras. The spreadsheets issued by Mr. Stunden constituted invoicing for work performed as well as certification of payments made.
8. The landscape work and documentation as completed by Mr. Stunden was substandard, and the design produced, by him, overly ambitious for the funds allocated.
9. Mr. Stunden disbursed to himself his full fees plus additional fees, deemed owing by himself, and never substantiated nor agreed to by Mr. Kourany, thereby reducing the \$75,000.00 trust account prior to making payment to the trade contractors for their outstanding monies owing.

DECISION AND REASONS

With due consideration to the requirements of proof for each allegation, the Tribunal made the following findings, in sequence of the allegations:

1. Not Guilty. Mr. Stunden completed the design and documentation as agreed to in his proposal letter. The construction was completed in conformance with the documentation prepared by Mr. Stunden. Although the Tribunal found the services performed lacking in skill and judgment, they were completed.
2. Not Guilty. Mr. Stunden issued spreadsheets which constituted both invoicing and payments made, as well as the overall budget. The issuance of the spreadsheets was sporadic and the information contained therein was presented poorly, however,

the Tribunal could find no evidence of a “misleading or false account”. There was also no evidence that the spreadsheets had been challenged or objected to by the client during the course of the project.

3. Guilty. The Tribunal found that, as alluded to in finding 1., the services provided by Mr. Stunden and his firm were significantly lacking in “skill and judgement”. Mr. Stunden latched onto a design concept that could not be supported by the budget, nor was required by the brief given by the client. Rather than adjust the scope of the work, Mr. Stunden pressed ahead with his concept and to accommodate same, he reduced the quality of the construction, reduced the quantity and size of the plant materials, and tried to increase the budget by citing “scope creep” on the part of the client. This ultimately lead to an inferior finish to the completed project, prompted the client to undertake remedial work on his own, and increased the costs.
4. Not guilty. This allegation, in the view of the Tribunal, goes hand in hand with allegation 1, and the finding thereof. As noted, the Tribunal found a verdict of not guilty in allegation 1. and felt that the evidence also showed that Mr. Stunden did carry out the terms of his contract for the provision of professional services. Again, as stated above, these services were found wanting but they were provided and completed.

5. Guilty. Mr. Stunden provided the Tribunal compelling evidence of his wanton disregard for ensuring payment to the construction trades. Mr. Stunden not only paid out his entire contracted fees, but proceeded to pay out to himself additional fees not authorized, to the detriment of payment to the construction trades. The Tribunal found that Mr. Stunden owed a duty of trust to the trades as he was in control of the project in terms of design, execution and payment. Further, Mr. Stunden, in his closing, made an effort to justify his additional fees paid by producing a calculation based on a 5% surcharge to funds dispersed through his trust account, on behalf of the client, as noted in his fee letter. However, this calculation incorporated the entire amount of \$92,133.77, which was the amount to complete, and not the monies disbursed, and included Mr. Stunden’s fees. Consequently, Mr. Stunden charged 5% on top of his fees and on top of monies not disbursed. The Tribunal saw from this approach a blatantly “dishonourable and unprofessional” attitude.

PENALTY AND REASONS

The Tribunal heard submissions from the Counsel to the Association and the Member as related to appropriate penalties on the basis of the established guilt.

Mr. Bennett addressed the Tribunal firstly. Mr. Bennett presented that Mr. Stunden had been charged with similar infractions on six previous cases and had been found guilty in five for failing to carry

out architectural services professionally and also acting in a disgraceful or dishonourable manner. Mr. Stunden's disregard of previous sanctions imposed by the Discipline Committee was also reviewed by Mr. Bennett. Mr. Roebuck, Registrar for the OAA, was called to list and substantiate these breaches of the imposed penalties, which he did.

Mr. Stunden responded by reiterating his 20 years of practice and completion of over 800 projects. That he is well regarded and respected in the professional community. He also submitted that, in his view, the public utilizes the complaints process to circumvent payment of fees. Mr. Stunden presented that the two allegations, in this case, that he had been found guilty were minor and that he had been found not guilty of the major allegations. Consequently, he felt that he had been vindicated in the provision of services and the execution of the work for the project. The penalty suggested by Mr. Stunden was to attend courses at the OAA only and that any substantive monetary payment was unacceptable.

The Tribunal is of the opinion that the allegations to which Mr. Stunden was found guilty are significant and substantive, and in addition to Mr. Stunden's history, warrant consequential penalties. However, the Tribunal was concerned with the case as prepared by the OAA, in that the 3 allegations in which a not guilty verdict was rendered had little substance in the presentation of evidence for the prosecution. In this regard, we are of the opinion that this should be

reflected in our assessment of the costs of the proceedings which Mr. Stunden should pay. Due to the continuing pattern of behaviour by Mr. Stunden, the Tribunal was extremely concerned with placing constraints to curb the same behaviour related to the business aspects, but not necessarily the design aspects of Mr. Stunden's practice of architecture. In this regard, the Tribunal felt that penalties more severe than requested were required against the Certificate of Practice but not the Licence of Mr. Stunden. Accordingly, the Tribunal made the following order:

1. **THIS COMMITTEE FINDS** that Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated are guilty of professional misconduct in that during the year 2001 they failed to perform architectural services with reasonable skill and judgment with respect to residential premises located at 1101 Tomkins Farm Crescent, Manotick Station, Ontario, contrary to subsection 39 of section 42 of the Regulation AND ORDERS AND DECLARES ACCORDINGLY.
2. **THIS COMMITTEE FURTHER FINDS** that in the year 2001, Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated conducted themselves with respect to the provision of architectural services with respect to residential premises located at 1101 Tomkins Farm Crescent, Manotick Station, in a manner in which, having regard to all the circumstances, would reasonably be regarded by Members of the Association as dishonourable or unprofessional.

3. **THIS COMMITTEE ORDERS** that for his professional misconduct the licence of Gary R. Stunden, Architect, be and the same is hereby suspended for a period of six (6) months commencing sixty (60) days from the date of this Decision and Order.
4. **THIS COMMITTEE ORDERS** that for its professional misconduct the certificate of practice issued to Gary R. Stunden Architect & Associates Incorporated be and the same is hereby suspended for a period of eighteen (18) months commencing sixty (60) days from the date of this Decision and Order.
5. **THIS COMMITTEE ORDERS** that the suspension of the licence of Gary R. Stunden imposed pursuant to paragraph 3 of this Decision and Order be suspended during any period within the six (6) months that Gary R. Stunden engages in the practice of architecture only as an employee and under the personal supervision and direction of a Member of the Association who as of the date of such employment has been a Member of the Association for at least ten (10) years.
6. **THIS COMMITTEE ORDERS** that the suspension of the certificate of practice issued to Gary R. Stunden Architect & Associates Incorporated continue at the expiration of the eighteen (18) months provided for in paragraph 4 of this Decision and Order to a maximum of twenty-four (24) months unless Gary R. Stunden can establish by evidence satisfactory to the Discipline Committee that he has been employed under the personal supervision and direction of another Member of the Association who as of the date of such employment has been a Member for at least ten (10) years and that he has gained sufficient knowledge in the areas of contract administration and project management that in the opinion of the Discipline Committee the suspension of the certificate of practice should no longer continue.
7. **THIS COMMITTEE ORDERS** that within twelve (12) months of the date of expiration of the suspension of the certificate of practice issued to Gary R. Stunden Architect & Associates Incorporated as provided in paragraphs 4 and 6 of this Decision and Order, a Practice Consultant be appointed by the Association to conduct a practice review of the practice of Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated in accordance with the provisions of section 52 of Regulation 27, R.R.O. 1990, as amended.
8. **THIS COMMITTEE ORDERS** that Gary R. Stunden return his Member's seal to the Registrar on or before the date on which the suspension of his licence pursuant to paragraph 3 of this Decision and Order takes effect.
9. **THIS COMMITTEE ORDERS** that Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated pay to the Ontario Association of Architects, a portion of the costs of these proceedings, hereby fixed at \$17,000.00, inclusive of the Goods and Services Tax (GST) in monthly instalments of \$1,000.00 commencing on September 30, 2003.

10. **THIS COMMITTEE ORDERS** that in the event that Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated fail to pay the costs imposed on the dates and in the amounts set out in paragraph 9 of this Decision and Order that notwithstanding any other provision of this Decision and Order, the licence of Gary R. Stunden, Architect and the certificate of practice of Gary R. Stunden Architect & Associates Incorporated be suspended until all costs have been paid in full.
11. **THIS COMMITTEE ORDERS** that the Decision and Order of the Discipline Committee and the reasons therefore be published in an official publication of the Association including the name of Gary R. Stunden, Architect and Gary R. Stunden Architect & Associates Incorporated and that the same be recorded on the Register.

DATED AT TORONTO THIS 22th DAY OF DECEMBER, 2003