

IN THE MATTER OF the *Architects Act*, R.S.O. 1990
c. A.26, as amended (“the Act”)

AND IN THE MATTER OF Regulation 27 under the
Act, R.R.O. 1990 (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 Act
to hear and determine allegations of professional
misconduct against Antonio Allan Cunha, Architect,
and UP Architecture, Holder

J. William Birdsell, Member (Chair)

Peter Turner, Member

Elaine Mintz, Lieutenant Governor Appointee

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MONDAY, THE 20th DAY OF
APRIL, 2026

Grant Worden, Counsel to the Committee

Paul Davis, Counsel to the Association

REASONS FOR THE DECISION AND ORDER OF THE DISCIPLINE COMMITTEE

1. The Discipline Committee of the Ontario Association of Architects (the “**Association**”) met on April 20, 2026, to hear and determine allegations of professional misconduct against Antonio Allan Cunha, an architect licensed by the Association (the “**Architect**”), and UP Architecture, the former holder of a Certificate of Practice (the “**Holder**”, together with the Architect the “**Respondent**”).
2. For the reasons that follow, the Committee orders that the Architect’s licence be revoked; that these Reasons and the Order for Decision shall be published, including the name of the Respondent; and that the Respondent pay to the Association its costs of the hearing of April 20, 2026, assessed on a partial indemnity scale in the amount of \$13,565.65 inclusive of fees and HST.

BACKGROUND

3. This matter involves three notices of hearing arising from three separate complaints. At the April 20th hearing, counsel for the Association advised that certain of the allegations of professional misconduct alleged in the first and second notices of hearing were being withdrawn, specifically Notice of Hearing #1, allegation 4, and Notice of Hearing #2, allegations 2 to 4. For the reader’s ease of reference, these withdrawn allegations are “struck out” below.

Notice of Hearing #1 dated March 11, 2024

4. In the first notice of hearing dated March 11, 2024,¹ it was alleged that the Respondent committed the following acts of professional misconduct:
 - a. he engaged in an act or acts of professional misconduct as defined in s. 42(26) of the Regulation in that he failed to reply promptly to a letter from the Registrar relating to his professional conduct or competence;
 - b. he engaged in an act or acts of professional misconduct as defined in s. 42(48) of the Regulation in that, in respect of a building project at 440 Victoria Park Avenue

¹ Hearing Exhibit 2.

(the “**Victoria Park Project**”), he withdrew services without good cause and/or without providing reasonable notice;

- c. he engaged in an act or acts of professional misconduct as defined in s. 42(53) of the Regulation in that, in respect of the Victoria Park Project, he failed to carry out the terms of a contract to provide architectural services;
- ~~d. he engaged in an act or acts of professional misconduct as defined in s. 42(11) of the Regulation in that, in respect of the Victoria Park Project, he charged a fee for architectural services that were not performed;~~
- e. he engaged in an act or acts of professional misconduct as defined in ss. 42(9) and 49 of the Regulation in that he failed to maintain the standards of practice of the profession by failing to meet his financial obligations to his employees; and
- f. he engaged in an act or acts of professional misconduct as defined in s. 42(54) of the Regulation in that he engaged in conduct or an act relevant to the practice of architecture that, having regard to all of the circumstances, would reasonably be regarded by members of the Ontario Association of Architects as disgraceful, dishonourable, or unprofessional by:
 - i. failing to meet his financial obligations to contractors;
 - ii. failing to respond to communications from clients and/or misleading clients about the status of their building projects and/or work performed by him; and
 - iii. communicating in an abusive, bullying, and disrespectful manner towards contractors and/or employees.

Notice of Hearing #2 dated May 28, 2024

5. In the second notice of hearing dated May 28, 2024,² it was alleged that the Respondent committed the following acts of professional misconduct:

² Hearing Exhibit 3.

- a. he engaged in an act or acts of professional misconduct as defined in s. 42(26) of the Regulation in that he failed to reply promptly to a letter from the Registrar relating to his professional conduct or competence;
- ~~b. he engaged in an act or acts of professional misconduct as defined in s. 42(48) of the Regulation in that, in respect of a building project at 129 Palmerston Avenue (the "Palmerston Project"), he withdrew services without good cause and/or without providing reasonable notice;~~
- ~~c. engaged in an act or acts of professional misconduct as defined in s. 42(53) of the Regulation in that, in respect of the Palmerston Project, he failed to carry out the terms of a contract to provide architectural services; and~~
- ~~d. engaged in an act or acts of professional misconduct as defined in s. 42(11) of the Regulation in that, in respect of the Palmerston Project, he charged a fee for architectural services that were not performed.~~

Notice of Hearing #3 dated June 26, 2025

- 6. In the third notice of hearing dated May 28, 2024,³ it was alleged that the Respondent committed the following acts of professional misconduct:
 - a. he engaged in an act or acts of professional misconduct as defined in s. 42(26) of the Regulation in that he failed to reply promptly to a letter from the Registrar relating to his professional conduct or competence;
 - b. he engaged in an act or acts of professional misconduct as defined in s. 42(48) of the Regulation in that, in respect of a building project at 155 Gilmour Avenue in Toronto (the "**Runnymede Project**"), he withdrew services without good cause and/or without providing reasonable notice;
 - c. he engaged in an act or acts of professional misconduct as defined in s. 42(53) of the Regulation in that, in respect of the Runnymede Project, he failed to carry out the terms of a contract to provide architectural services;

³ Hering Exhibit 4.

- d. he engaged in an act or acts of professional misconduct as defined in s. 42(11) of the Regulation in that, in respect of the Runnymede Project, he charged a fee for architectural services that were not performed;
- e. he engaged in an act or acts of professional misconduct as defined in s. 42(48) of the Regulation in that, in respect of a building project at 98 Primrose Avenue in Toron-to (the “**Davenport Project**”), he withdrew services without good cause and/or without providing reasonable notice;
- f. he engaged in an act or acts of professional misconduct as defined in s. 42(53) of the Regulation in that, in respect of the Davenport Project, he failed to carry out the terms of a contract to provide architectural services; and
- g. he engaged in an act or acts of professional misconduct as defined in s. 42(11) of the Regulation in that, in respect of the Davenport Project, he charged a fee for architectural services that were not performed.

THE RESPONDENT'S NON-ATTENDANCE

- 7. On November 21, 2025, counsel for the Association sent a letter by regular mail and email to the Respondent's addresses of record with the Association regarding scheduling a Discipline Committee hearing. The email was sent to the email address that the Respondent had previously used to communicate with Association and counsel for the Association.⁴
- 8. Counsel for the association sent further letters by regular email and email to the Respondent's addresses of record with the Association on December 3, 2025 and March 26, 2026. The March letter advised the Respondent that the Discipline Committee hearing had been scheduled for 10:00 a.m. April 20, 2026 by zoom videoconference and advised the Respondent that the Association would seek to proceed in his absence if he did not appear.⁵
- 9. As of the date of the hearing, the Respondent had not communicated with the Association or with counsel for the Association since late November, 2024.

⁴ Affidavit of Marian Pollux affirmed April 14, 2026, Hearing Exhibit 1 (“**Pollux affidavit**”), para. 23.

⁵ Pollux affidavit, paras. 24-25.

10. The first order of business was for the Committee to determine whether the hearing should proceed in the absence of the Respondent. Counsel to the Association made submissions that the hearing should proceed, on the grounds that the Respondent had been duly notified of the hearing and had been apprised of the consequence of non-attendance. Counsel for the Association also referred the Committee to precedent decisions where the Committee had proceeded in the absence of a respondent in similar circumstances, as well as a decision of the Supreme Court of Canada in relation to this issue.⁶
11. The Discipline Committee decided to proceed with the hearing, substantially for the reasons expressed by Counsel for the Association summarized in paragraph 10 above.

EVIDENCE AND SUBMISSIONS

12. Counsel for the Association submitted four affidavits: (1) the Pollux Affidavit; (2) the affidavit of Nick Vrysellas affirmed March 10, 2026 ("**Vrysellas Affidavit**");⁷ (3) the affidavit of Luisa Gonzalez affirmed March 24, 2026 ("**Gonzalez Affidavit**");⁸ and (4) the affidavit of Jamelya Francis affirmed March 6, 2026 ("**Francis Affidavit**").⁹
13. Despite being sent the notices of hearing and various correspondence as described above, the Respondent did not attend the hearing and provided no evidence.

⁶ *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 Craig D. Jones*, dated August 21, 2000; *In the matter of a proceeding before the Discipline Committee of the Ontario Association of Architects pursuant to sections 34 and 35 of the Act to hear and determine allegations of professional misconduct against Ovidio Sbrissa, Architect, and Ovidio Sbrissa & The Architect's Workshop Inc.* dated November 7, 2025; 671122 Ontario Lt. v. Sagaz Industries, 2001 SCC 59.

⁷ Hearing Exhibit 5.

⁸ Hearing Exhibit 6.

⁹ Hearing Exhibit 7.

The First Complaint

14. On October 4, 2023, the Association sent a letter to the Respondent requesting a response to a complaint made in respect of the Respondent's professional conduct in relation to the Victoria Park Project.¹⁰
15. The substance of the complaint was set out in the Vrysellas Affidavit. Specifically, Nick Vrysellas, a real estate broker at Elevate Realty in Toronto, alleged that:
 - a. In early 2023, Mr. Vrysellas and his business partner agreed to allow the Respondent to use space in the mezzanine level of their office for the Respondent's new company, UP Architecture, in exchange for a preferred rate on projects;
 - b. In 2023, a member of Mr. Vrysellas' family sought to build a garden suite at 440 Victoria Park Avenue. In May 2023, Mr. Vrysellas retained the Respondent to obtain a building permit for the project under a written contract for architectural services;
 - c. Initially, the project progressed well. Although there were some delays, which the Respondent blamed on others, steps contemplated in the contract were completed and Mr. Vrysellas made payments to the Respondent;
 - d. In early September 2023, the Respondent requested a payment of \$2,250 purportedly for a grading engineer. Mr. Vrysellas made the requested payment. Thereafter an intended meeting was rescheduled at the Respondent's request and the Respondent then stopped responding to messages from Mr. Vrysellas. After first requesting that the contracted work be completed, Mr. Vrysellas then asked the Respondent for a refund and to provide his files. The Respondent agreed to do so, and in October 2023 paid Mr. Vrysellas \$1,250.
 - e. Thereafter, the Respondent failed to pay the remaining \$1,000, did not provide his files, and stopped communicating with Mr. Vrysellas altogether. As a result of the Respondent's failure to perform services under the contract, permitting on the Victoria Park Project was delayed and the project expenses increased.¹¹

¹⁰ Pollux Affidavit, para. 5 and Exhibit A.

¹¹ Vrysellas Affidavit, paras. 3-10.

16. On October 23 and 24, 2023, Association staff left voicemails for the Respondent seeking a response to the complaint. On October 26, 2023, the Registrar sent a letter to the Respondent reviewing his failure to respond to the Association's communications and setting a deadline of November 10, 2023 for a response.¹²
17. On November 28, 2023, the Respondent called the Association and explained that he had been experiencing medical and personal challenges. He requested an opportunity to respond to the complaint. The Respondent advised that he would provide his response later that day, but he never provided a response.¹³
18. On December 12, 2023, Association staff left a voicemail with the Respondent requesting his response by the end of the day on December 13, 2023. The Respondent again failed to provide a response, so the Complaints Committee referred the matter to the Discipline Committee. On March 11, 2024, the Discipline Committee issued a Notice of Hearing containing the allegations of professional misconduct against the Respondent set out in paragraph 4, above.

The Second Complaint

19. On April 15, 2024, the Association sent a letter to the Respondent requesting a response to another complaint made in respect of the Respondent's professional conduct, this time in relation to the Palmerston Project.¹⁴
20. The substance of the second complaint is set out in the Gonzalez Affidavit. Specifically, Luisa Gonzalez, an architectural design consultant in Toronto, alleged that:
- a. Ms. Gonzalez and the Respondent had worked together with a company called Lanescape, which specializes in laneway and garden suites in Toronto. After Ms. Gonzalez left Lanescape, the Respondent contacted her about potentially working with his new company, UP Architecture. The Respondent hired Ms. Gonzalez in May 2023, and she began work in June. Her role was to work on project designs and to coordinate with clients for projects under the Respondent's supervision and direction.

¹² Pollux Affidavit, paras. 6-7.

¹³ Pollux Affidavit, para. 8.

¹⁴ Pollux Affidavit, para. 11.

Pursuant to her employment contract, Ms. Gonzalez was to work a minimum of 32 hours per week, 16 of which were to be in the office.

- b. The Respondent worked odd hours which resulted in him sending messages late at night and disappearing for days at a time. He failed to show up for client meetings, failed to review designs, and failed to respond to messages from Ms. Gonzalez and from clients.
- c. On June 15 and June 30, 2023 Ms. Gonzalez issued invoices to the Respondent totaling \$5,553.07 for the work she performed in June 2023. The Respondent did not pay Ms. Gonzalez' invoices so she stopped working. The Respondent then terminated Ms. Gonzalez' access to her UP Architecture email account and shared Google drive. Further attempts to have the Respondent pay her invoices were unsuccessful.¹⁵

21. The Respondent did not respond to the Registrar's letter of April 15, 2024. The Complaints Committee therefore referred the matter to the Discipline Committee and the Discipline Committee issued a second Notice of Hearing dated May 28, 2024 setting out allegations of professional misconduct against the Respondent as set out in paragraph 5 above.¹⁶

22. In the intervening period, on May 21, 2024, the Respondent's licence and certificate of practice were cancelled for non-payment of annual fees. In July 2024, the Respondent applied for reinstatement of his licence and certificate of practice and was advised by the Association that he was required to complete his continuing education hours for the 2022-2024 cycle. On November 15, 2024, the Respondent's licence and certificate of practice were reinstated.¹⁷

The Third Complaint

23. On March 21, 2025, the Association sent a letter to the Respondent requesting a response to yet another complaint made in respect of the Respondent's professional conduct, this time in relation to the Runnymede and Davenport Projects.¹⁸

¹⁵ Gonzalez Affidavit, paras. 3-12.

¹⁶ Pollux Affidavit, paras. 12 and 14.

¹⁷ Pollux Affidavit, paras. 13 and 15-17.

¹⁸ Pollux Affidavit, para. 18.

24. The substance of the third complaint is set out in the Francis Affidavit. Specifically, Jamelya Francis, an in-house designer at 2x2 Construction in Toronto, alleged that:

- a. In the fall of 2024, 2X2 Construction retained the Respondent to act as architect and designed on two separate laneway house projects, the Runnymede Project and the Davenport Project. In each case the Respondent entered into an agreement to provide architectural services.
- b. From September 2024 to January 2025, the Respondent issued six invoices in relation to the Runnymede Project totaling \$15,250 plus HST, and in December 2024 and January 2025 the Respondent issued two invoices in relation to the Davenport Project totaling \$5,000 plus HST. 2X2 Construction paid all of these invoices.
- c. Initially the work on the projects proceeded normally. However, in January 2025 the Respondent's response to emails became infrequent and his demeanour disjointed. In addition, the Respondent did not complete some of the work for which he had been paid, namely:
 - i. On the Runnymede Project the last invoice was for "design development" but the Respondent did not complete part of this work, even though 2x2 Construction paid him for that work; and
 - ii. On the Davenport Project the last invoice was for a "preliminary design" which was never completed, even though 2x2 Construction paid him for that work.
- d. In late January or early February, emails to the Respondent from Ms. Francis and the client on the Davenport Project went unanswered. The Respondent also failed to attend scheduled meetings. As a result, 2x2 Construction was required to retain new architects for the Runnymede and Davenport Projects, resulting in delays and increased costs.¹⁹

25. The Respondent did not respond to the Registrar's March 21, 2025 letter, so the Complaints Committee referred the matter to the Discipline Committee. On May 27, 2025, the Registrar sent the Respondent a proposal to revoke the Respondent's certificate of practice on the basis of the Registrar's opinion that the Respondent would not engage in the practice of

¹⁹ Francis Affidavit, paras. 3-12.

architecture with honesty and integrity. The Respondent did not request a hearing at the Registration Committee in respect of the Registrar's proposal, and accordingly on May 29, 2025 the Respondent's certificate of practice was revoked. As of the date of the hearing, the Respondent had taken no steps to have it reinstated.²⁰

26. On June 26, 2025, the Discipline Committee issued a Notice of Hearing containing the allegations of professional misconduct against the Respondent set out in paragraph 6 above.²¹

Submissions

27. On the basis of the uncontested evidence set out in the Pollux Affidavit, Vrysellas Affidavit, Gonzalez Affidavit and Francis Affidavit, counsel to the Association submitted that the Respondent had committed acts of professional misconduct by:

- a. failing to reply promptly to any letter from the Registrar related to the professional conduct or competence of a member or holder (Regulation, s. 42(26));
- b. charging a fee for architectural services not performed (Regulation, s. 42(11));
- c. failing to carry out the terms of a contract to provide architectural services (Regulation, s. 42(53)); and
- d. failing to maintain the standards of the profession and conduct or an act relevant to the practice of architecture that, having regard to all of the circumstances, would reasonable be regarded by members of the Association as disgraceful, dishonourable, or unprofessional (Regulation, ss. 42(9)(54) and 49).

²⁰ Pollux affidavit, paras. 19-21.

²¹ Pollux affidavit, para. 22.

FINDINGS

28. The Committee finds that all of the allegations of professional conduct set out in the three Notices of Hearing, other than those that have been withdrawn as discussed herein, have been amply made out.

29. Specifically, the Committee finds the Respondent:

- a. failed to reply promptly to the Registrar's letters dated October 4, 2023 in relation to the first complaint, April 15, 2024 in relation to the second complaint, and March 21, 2025 in relation to the third complaint;²²
- b. charged a fee for architectural services not performed in relation to the Runnymede and Davenport Projects;²³
- c. failed to carry out the terms of a contract to provide architectural services in relation to the Victoria Park, Davenport, and Runnymede Projects;²⁴ and
- d. engaged in disgraceful, dishonourable, or unprofessional conduct and failed to meet the standards of the profession by failing to meet financial obligations to contractors in respect of the Victoria Park Project.²⁵

30. The Committee is very troubled by the Respondent's pattern of behaviour of failing to maintain obligations to contractors and clients and then failing to respond to emails and texts when asked about missed deadlines and obligations. While a single episode of missed deadlines due to personal circumstances might be excusable with appropriate contrition and a commitment to self-improvement through continuing education, repeated behaviour in this regard with no acknowledgement of responsibility, hostile responses to clients and contractors,²⁶ and a failure to respond to the Association and to appear before this Committee is inexcusable and falls far short of the standards of the profession, as does invoicing clients for work that was not performed.

²² Pollux Affidavit, paras. 7-9, 11-12 and 18-19.

²³ Francis Affidavit, paras. 3-13.

²⁴ Vrysellas Affidavit, paras. 4-10, Francis Affidavit, paras. 3-13.

²⁵ Gonzalez Affidavit, paras. 4-12.

²⁶ See e.g., Vrysellas Affidavit para. 8 and Gonzalez Affidavit, para. 10.

31. If the Respondent is experiencing continued personal issues which are interfering with his ability to appropriately maintain an architectural practice – and to be clear there is no evidence of that – we encourage him to contact the Registrar for assistance.

PENALTY

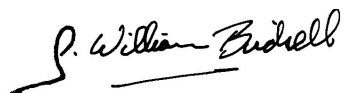
32. After hearing the Association's submissions on liability, prior to making any findings on liability the Committee invited the Association to also make submissions on penalty to avoid the need for a subsequent hearing in the event the Committee determined that one or more of the allegations in the three notices of hearing had been made out.
33. As noted in paragraphs 3-6 above, counsel for the Association withdrew certain allegations in relation to the first and second Notices of Hearing.
34. As to the remaining allegations, Counsel for the Association submitted that the appropriate penalty was:
- a. Revocation of the Architect's licence, noting that the Respondent's certificate of practice had previously been revoked and had not been reinstated;
 - b. Publication of the Committee's Order and Reasons for Order on the public register of the Association and an official publication of the Association, and on the website of the Association, with the name of the Respondent; and
 - c. An award of costs against the Respondent for the Association's costs of the hearing. Counsel for the Association provided a Bill of Costs supporting an award of costs on a substantial indemnity basis (actual costs) in the amount of \$22,424.85 inclusive of HST, or on a partial indemnity basis in the amount of \$13,565.65 inclusive of HST.
35. The Committee appreciates that revocation of the Architect's licence is the most severe penalty that may be imposed on a member of the profession. However, given the Respondent's pattern of behaviour, the Committee believes that revocation is justified in light of the nature of the misconduct at issue. The Committee also believes that any penalty short of revocation would fail to adequately protect the public and would not adequately serve as a general deterrent to the profession at large.

36. With respect to the recommendation to publish the Committee's Order and Reasons for Order, the Committee notes that in the case of revocation or suspension, section 34(5) of the *Act* requires publication of the order along with the member's name. In addition to publication being mandatory, the Committee believes that publication in the manner proposed would promote general deterrence by sending a clear message to the profession that the conduct exhibited here is unacceptable and will not be tolerated.
37. Finally, the Committee finds that an order of costs on a partial indemnity basis is appropriate in the circumstances.

ORDER

38. Upon hearing the evidence submissions of the Association, the respondent having been duly served with the Notice of Hearing:
- a. **THIS COMMITTEE FINDS** the Respondent guilty of professional misconduct as defined in ss. 42(9), (11), (26), (53), (54) and s. 49 of the Regulation;
 - b. **THIS COMMITTEE ORDERS** that the Architect's licence is hereby revoked as of the date of this order;
 - c. **THIS COMMITTEE ORDERS** that this Decision and Order and the Reasons for Decision and Order shall be reflected in the public register of the Association and an official publication of the Association, and on the website of the Association, with the name of the Respondent; and
 - d. **THIS COMMITTEE ORDERS** the Respondent to pay to the Association its costs of the hearing of April 20, 2026, assessed on a partial indemnity scale in the amount of \$13,565.65 inclusive of fees and HST within 30 days of the date of this Order.

DATED AT TORONTO THIS 22nd DAY OF MAY 2026.



J. William Birdsell, Member (Chair)



Peter Turner, Member



Elaine Mintz, Lieutenant Governor
Appointee