



**Order under Section 69  
Residential Tenancies Act, 2006**

**Citation:** Toronto Community Housing Corporation v Eli, 2024 ONLTB 21029

**Date:** 2024-04-02

**File Number:** LTB-L-045603-23

**In the matter of:** 612, 10 BOULTBEE AVE  
TORONTO ON M4J1A6

**Between:** Toronto Community Housing Corporation Landlord

**And**

Lydia Eli Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Lydia Eli (the 'Tenant') because:

- the Tenant has knowingly misrepresented the Tenant's income or the income of other members of the Tenant's family who occupy the unit.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on January 18, 2024.

Only the Landlord's representative Jathusan Ratnakumaran attended the hearing.

The Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

**Determinations:**

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. Therefore, the tenancy shall be terminated on April 30, 2024.
2. The Tenant was in possession of the rental unit on the date the application was filed.

**N6 Notice of Termination**

3. On May 9, 2023, the Landlord gave the Tenant an N6 notice of termination deemed served May 14, 2023. The notice of termination alleges the Tenant has misrepresented their income contrary to the *Housing Services Act, 2011* (HSA) and section 60 of the *Residential Tenancies Act, 2006* (RTA).

### Misrepresentation of Income

4. Gyllian Rosen testified on behalf of the Landlord. Ms. Rosen's job is to investigate fraud to minimize risk to the Landlord. She testified that she is very familiar with this tenancy, having worked on the case directly.
5. The Landlord entered the lease into evidence. Section 7(b) of the lease contains a section that reads:

“The Tenant shall...submit to the Landlord annually by the first day of September, in each and every year, a statement signed by the Tenant, in such form as the Landlord may prescribe together with such supporting material as the Landlord may require, setting out the detail of the Tenant's gross family income together with details of all the persons living with the Tenant in the Lease Premises...”
6. Ms. Rosen testified that the Tenant has not been submitting their accurate annual income since 2008. Specifically, after investigation the Ms. Rosen uncovered that the Tenant has failed to report receiving both employment income as well as money received from ODSP. The details of the investigation were entered into evidence described as “Final Report – External Investigation”.
7. Ms. Rosen went on to testify that most of the information regarding income that was uncovered was found through the Tenant's Equifax credit report. It was on the credit report that Ms. Rosen was able to gather relevant information regarding additional (unreported) income. The Equifax report was entered into evidence.
8. One of the employers of the Tenant was Pivotal, an employment agency. Ms. Rosen was able to speak with Human Resources who confirmed that the Tenant was employed. The timeframe the Tenant was employed was at a minimum from August 25, 2008 to November 19, 2015. The Tenant is no longer an active employee.
9. The Landlord attempted to address these employment records with the Tenant, however the Tenant was unresponsive.
10. The Landlord is unsure if the Tenant is still residing in the rental unit. The key fob for the rental unit was not used from April 17, 2022 through March 29, 2023. The Tenant's neighbour has not seen the Tenant is over 13 months. The Tenant is current on their rent.
11. The Landlord seeks an order terminating the tenancy due to the Tenant's misrepresentation of income. The Landlord's representative submits that due to the Tenant's misrepresentation of their income, the Tenant calculation on the rent-geared-to-income unit is grossly under the proper amount.

### Analysis

12. It is clear from the evidence that rental unit is subject to section 7(1)(2) of the *Residential Tenancies Act, 2006* (“Act”) because it is located in a designated housing project as defined in the *Housing Services Act, 2011* that is owned, operated or managed by a service manager or local housing corporation as defined in that Act.
13. The N6 notice was served under section 60 of the Act which states:

**60** (1) A landlord may give a tenant notice of termination of the tenancy if the rental unit is a rental unit described in paragraph 1, 2, 3 or 4 of subsection 7 (1) and the tenant has knowingly and materially misrepresented his or her income or that of other members of his or her household.

14. Based on the evidence at the hearing, I am satisfied that the Tenant has breached s.8(7) of their lease which requires them to provide complete information regarding the Tenant's income. The Tenant did not fully disclose their employment and ODSP income, which could render them ineligible for their RGI subsidy.
15. Furthermore, based on the submissions of the Landlord's representative, I am satisfied that had the Tenant properly disclosed their additional income that the Tenant would have ceased to meet the qualifications required for occupancy in the RGI unit. Pursuant to sections 58(2) and 60 of the RTA, the Landlord has satisfied the grounds for termination of the tenancy.
16. I find that the Tenant has knowingly misrepresented her household income by failing to report that she received income from August 25, 2008 to November 19, 2015. Had the Tenant provided that they had more household income, the Landlord would have changed the monthly rent to a higher amount. This material misrepresentation is contrary to the Act.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Relief from eviction

18. I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act.

**It is ordered that:**

1. The tenancy between the Landlord and the Tenant is terminated. The Tenant must move out of the rental unit on or before April 13, 2024.
2. If the unit is not vacated on or before April 13, 2024, then starting April 14, 2024, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
3. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after April 14, 2024.
4. The Tenant shall pay to the Landlord \$186.00 for the cost of filing the application.
5. The Landlord's representative indicated that the Tenant is current on her rent, therefore the daily compensation part of the application is dismissed.

6. If the Tenant does not pay the Landlord the full amount owing on or before April 13, 2024, the Tenant will start to owe interest. This will be simple interest calculated from April 14, 2024 at 7.00% annually on the balance outstanding.

**April 2, 2024**  
**Date Issued**

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**Brett Lockwood**  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,  
Toronto ON M7A 2G6

If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.

In accordance with section 81 of the Act, the part of this order relating to the eviction of the Tenant expires on October 14, 2024 if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.