Order under Section 69 / 90
Residential Tenancies Act, 2006

File Number: LTB-L-034466-25

In the matter of: 428, 1275 DANFORTH AVE
TORONTO ON M4J5B6

Between: Toronto Community Housing Corporation — Landlord

And

Abida Sarwar
Mohammad Sarwar — Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Abida Sarwar and Mohammad Sarwar (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.

Toronto Community Housing Corporation (the 'Landlord') applied for an order requiring Abida Sarwar and Mohammad Sarwar (the 'Tenant') to pay the money the Tenant would have been required to pay if the Tenant had not misrepresented their income or that of other members of their household.

This application was heard by videoconference on October 16, 2025.

Only the Landlord's Legal Representative Katazyna Deptuch Tenant attended the hearing.

As of 12:04 p.m., 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. The Tenants son Farhad Sarwar never returned after his 11:30 a.m. call.

Procedural History:

1. This application was adjourned on September 8, 2025, at the Tenant’s request as their Legal Representative Mr. Ullah indicated the Tenants visited the hospital on September 7, 2025, due to their medical condition.

2. I granted the adjournment, and the parties agreed to return on October 16, 2025. It was peremptory on the Tenants proceed.

3. I requested Mr. Ullah provide medical documentation supporting admittance dates and discharge dates from the hospital.

4. Mr. Ullah removed himself as representative of the Tenants. He stated “it has been challenging to maintain communication with the tenants, and several important deadlines have not been met. As a result, I am unable to perform my duties effectively, and it would be prejudicial for me to continue as their representative in this matter.”

Preliminary Issue:

1. The Landlord's Legal Representative Ms. Deptuch objected to Mr. Sarwar participation for the hearing as he is occupant at the rental unit and not a tenant. He had no instructions or authorization from the Tenants to speak on behalf of his parents. Mr. Sarwar acknowledged that he no instruction or authorization from the Tenants (his parents). He requested the matter be held down until 1:00 p.m.

2. Farhad Sarwar also stated his parent had a medical specialist at 12:00 p.m. today that is why his parent were not in attendance. He was in Ajax and his parents are at the rental unit.

3. Ms. Deptuch argued that the Tenants could call into the hearing by phone or video.

4. Despite the Landlord’s objections, I granted Mr. Sarwar an opportunity to obtain authorization and held the matter down until 10:30 a.m., for him to get direction from his parents.

5. At 10:30 a.m. recall, Mr. Sarwar advised that he had obtained a written authorization signed by his parents and its was transmitted to him by his brother. This document was emailed to Ms. Deptuch during the hearing.

6. Ms. Deptuch raised serious concerns regarding authenticity including:

    - Signatures that did not resemble those on the lease or prior dealings;
    - Inconsistencies in Mr. Sarwar’s explanations regarding where the Tenants were located;
    - Discrepancies between prior representations about hospital attendance and the documents previously provided. The Tenants failed to provide any medical documents supporting their medical appointments and consequently this is when Mr. Ullah came off record.
    - The timing of the alleged authorization in light of claimed medical appointments being scheduled for 12:00 p.m., the day of the hearing.

7. I provided Mr. Sarwar clear and explicit warnings about submitting a false or fabricated authorization. As he kept repeating, I got his from my brother. I warned him that the responsibility rests with the person submitting this document, regardless of who prepared

it, and lastly if false, this conduct may expose him to criminal consequences like falsifying documents or tendering false evidence.

8. Mr. Sarwar acknowledged these warnings on the record. He stated that he had not personally witnessed the document being signed by his parents and requested further time to attend the rental unit to obtain new authorization. I granted a further extension until 11:30 a.m.

9. The matter was again recalled at 11:30 a.m. Mr. Sarwar stated the following, verbatim:

   "I spoke to my mom and my sister is about to be home in the next 5 minutes, so I can be at the Danforth location and maximum 50 minutes and have my mom online with Zoom video call in the hearing with us. Um, I just request 15 minutes for me to get to Toronto and put my mom on video call with me and then we can continue the hearing if that's okay with you"

10. He stated was at the rental unit briefly and could not log his parents into the zoom call, when questioned why his parents did not check in before the 9:00 a.m. start. Mr. Sarwar again requested the matter be held down until 1:00 p.m.

11. The Board held down this matter repeatedly. I denied holding this matter down again until 1:00 p.m., as the Tenants did not appear by video or telephone and each time there was a hurdle, Mr. Sarwar kept asking for extensions for delay which I gave 3 delays. The explanations provided by Mr. Sarwar were inconsistent and unsupported. Lastly, there was no requests made by the Tenant for accommodations.

12. I have Mr. Sarwar 15 minutes to get further instructions.

13. By 12:04 p.m. I called the matter, neither the Tenant or Mr. Sarwar were present, and I found that the had ample notice of this hearing, as this date was agreed by all parties in September. I provide the Tenants ample time over 3 hours to present themselves at the hearing and they did not. Lastly, this matter peremptory on the Tenants to proceed on this day. Additionally, the medical documents surrendered by the Tenants had nothing to due with a hospital stay but a diagnostics appointment.

14. I was not satisfied, on a balance of probabilities, that the medical documents submitted or the attempts at authorization were authentic or reliable. I considered several factors, they are as follows:

    - The alleged medical appointment was cited as the reason for the Tenants' absence. However, the documents provided related to a diagnostic appointment, not a hospital stay or urgent medical procedure. This undermined the credibility of the explanation for non-attendance.
    - Despite repeated opportunities, the Tenants failed to provide corroborating documentation (e.g., appointment confirmation, hospital admission records) that would substantiate their claim of being unable to attend.

- The written authorization presented by Mr. Sarwar raised significant authenticity issues: signatures did not match those on the lease or prior dealings; the document was transmitted via email by a third party (his brother), and Mr. Sarwar admitted he did not witness the signing; and the timing of the authorization conflicted with the claimed medical appointment, suggesting fabrication or backdating.
- Mr. Sarwar's explanations regarding his parents' whereabouts and ability to join the hearing were inconsistent and changed multiple times throughout the proceeding.

15. Given these factors, I concluded that neither the medical documents nor the authorization attempts met the reliability considerations. I proceeded with this application uncontested.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claim for compensation in the application.

2. The Tenant was in possession of the rental unit on the date the application was filed.

3. *N6 Notice of Termination*

   On April 14, 2025, the Landlord gave the Tenant an N6 notice of termination, which was deemed served on April 19, 2025. The notice of termination contains the following allegations:

   - Based on evidence collected during the Landlord's investigation proves the household has committed RGU fraud by mispresenting their household composition, household income and household assets.
   - The Tenants received subsidy during a period to which the Tenants were ineligible.

4. Misrepresentation of Income

   The Landlord first witness Gillian Rose, she is an investigator with Toronto Community housing. She testified that in May 2024, TCHC received an anonymous complaint alleging that the Tenants owned an undisclosed residential property located at 132 Barnum Street, Ajax.

5. The Tenants allowed their adult children not listed on the lese to reside in the subsidized unit and the Tenants failed to disclose their income associated with those occupants.
6. Ms. Rosen testified that her first investigative step was to conduct a parcel registry search for 132 Barnum Street, Ajax.

7. She confirmed that land registry records showed that Mohammed Sarwar purchased the Ajax property on October 8, 2013, for approximately $289,719.

8. Ms. Rosen testified that the land registry documents further showed that Mohammed Sarwar listed the Ajax property as his residential address for service and mailing purposes.

9. She testified that ownership of a residential property is a material eligibility factor in RGI housing and must be disclosed at all times. She stated that this ownership was never disclosed to TCHC at any point during the Tenant's RGI tenancy.

10. Upon review of TCHC's internal databases, annual review files, and disclosure forms, Ms. Rosen testified that:

    - The Tenants repeatedly affirmed that they did not own real property.
    - The Tenants did not disclose any ownership interests in real estate.
    - The Tenants did not disclose the Ajax property as an asset.

11. She stated that disclosure obligations are ongoing and were explained to the Tenants during the annual review.

12. Ms. Rosen testified that her investigation further revealed discrepancies in household composition, including the presence of adult occupants not listed on the tenancy. She stated that unreported occupants are significant because their presence affects eligibility for subsidy and that their income must be reported and assessed.

13. She confirmed that the Tenants did not disclose the presence or income of these occupants to TCHC.

14. Ms. Rosen testified that after completing the investigation, she authored a final investigation report, which I admitted as evidence.

15. Her investigation concluded that the Tenants:

    - Knowingly misrepresented ownership of real property.
    - Knowingly misrepresented household composition.
    - Knowingly misrepresented household income.
    - Received RGI subsidy to which they were not entitled.

16. After her findings, she forwarded this report to TCHC operations and legal department for enforcement action.

17. I am satisfied, on a balance of probabilities, that the Landlord has proven its case. The evidence establishes that the Tenants materially breached their obligations under the rent-geared-to-income (RGI) program by knowingly misrepresenting critical eligibility factors:

    - The investigation confirmed that Mohammed Sarwar purchased and retained ownership of a residential property in Ajax since 2013. This ownership was never disclosed to TCHC, despite annual review obligations and repeated affirmations of non-ownership.
    - The Tenants allowed adult children, not listed on the lease, to reside in the subsidized unit. Their presence was concealed from TCHC, and no income information was provided for these occupants.

- By failing to disclose the income of unreported occupants and their own property ownership, the Tenants received subsidies to which they were not entitled. This constitutes a deliberate and material misrepresentation.
- These misrepresentations directly affected the calculation of rent and subsidy eligibility, resulting in financial loss to the Landlord and undermining the integrity of the RGI program.
- I find that the totality of these breaches demonstrates a pattern of intentional non-disclosure rather than an inadvertent error.

18. *Daily compensation, NSF charges, rent deposit*

    The Tenant was required to pay the Landlord $10,681.05 in daily compensation for use and occupation of the rental unit for the period from May 15, 2025 to October 16, 2025.

19. Based on the monthly rent, the daily compensation is $68.91. This amount is calculated as follows: $2,096.00 x 12, divided by 365 days.
20. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.
21. There is no last month's rent deposit.
22. *Compensation for misrepresented income*

    The Tenant lives in a rent-geared-to-income unit and has knowingly and materially misrepresented the Tenant's income.

23. The Tenant owes the Landlord $50,000.00 which is the amount the Tenant would have been required to pay if the Tenant had not misrepresented the Tenant's income or that of others in the Tenant's household.
24. *Relief from eviction*

    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.

    The Landlord waived the amount of arrears to $50,000.00, which is the Board’s maximum monetary jurisdiction should the tenancy be terminated. The waiver process involves the Landlord agreeing to reduce the amount of arrears to the Board’s maximum monetary jurisdiction of $50,000.00. This ensures that the Board can proceed with the eviction order within its jurisdictional limits. By waiving the excess amount, the Landlord facilitates the Board's ability to issue a termination order without exceeding its monetary authority.

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 January 18, 2026.

2. If the unit is not vacated on or before January 18, 2026, then starting January 19, 2026, 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 January 19, 2026.
4. The Tenant shall pay to the Landlord $10,681.05, which represents compensation for the use of the unit from May 15, 2025, to October 16, 2025. Less any amounts paid.
5. The Tenant shall also pay the Landlord compensation of $68.91 per day for the use of the unit starting October 17, 2025, until the date the Tenant moves out of the unit.
6. The Tenant shall pay to the Landlord $50,000.00 which represents compensation for misrepresented income.
7. The Tenant shall pay to the Landlord $186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is $50,186.00.
9. If the Tenant does not pay the Landlord the full amount owing on or before January 18, 2026, the Tenant will start to owe interest. This will be simple interest calculated from January 19, 2026, at 4.00% annually on the balance outstanding.

January 7, 2026
Date Issued

Anthony Bruno
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 July 19, 2026 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.