Tribunals Ontario
Landlord and Tenant Board

Tribunaux décisionnels Ontario
Commission de la location immobilière

Order under Section 69 / 90
Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Maciuk, 2026 ONLTB 2354
Date: 2026-01-05
File Number: LTB-L-059633-24

In the matter of: 405, 44 WILLOWRIDGE RD
ETOBICOKE ON M9R3Z1

Between: Toronto Community Housing Corporation — Landlord

And

Nikolai Maciuk — Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Nikolai Maciuk (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') also applied for an order requiring Nikolai Maciuk (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 January 27, 2025, and November 19, 2025.

The Landlord's legal representative, Chelsea Rostant, the Tenant’s interpreter, and the Tenant attended the hearings.

Determinations:

1. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy and the claims for compensation in the application. Therefore, the tenancy is terminated on January 31, 2026. The Tenant shall also pay the Landlord compensation as set out in the order below.
2. The Tenant was in possession of the rental unit on the date the application was filed.

Preliminary Issue- Amendment Request

3. The Landlord's evidence, including the investigation report and retro-rent calculations, is that the difference between the RGI rent actually paid and the rent that would have been payable had the Tenant properly disclosed their household income and composition from April 1, 2017 forward is $85,354.00.

4. The Landlord therefore seeks a total monetary remedy that exceeds the Landlord and Tenant Board's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the "Act"), the Board may order payment of an amount up to $50,000.00, exclusive of interest and costs.

5. The N6 notice of termination itself referenced an amount of $85,354.00, and the Tenant was therefore aware throughout the proceeding of the full quantum of the Landlord's claim. At the hearing, the Landlord requested that the Board exercise its jurisdiction to the full $50,000.00 limit and amend the application from the original $35,000.00 claimed, which was the prior monetary limit for the Board. It had increased to $50,000.00 on October 1, 2025. The Tenant did not meaningfully oppose the Landlord's request to proceed at the Board's monetary limit and indicated that he would pay the amount ordered in instalments.

6. I am satisfied that both parties understood that proceeding at the Board would cap any monetary award at $50,000.00, excluding costs, and that any amount above that would be abandoned. Accordingly, in determining the compensation award below, I have limited the total amount ordered for compensation to $50,000.00, plus the Landlord's filing fee.

N6 Notice

7. On July 16, 2024, the Landlord gave the Tenant an N6 notice of termination with a termination date of August 16, 2024. The notice alleges that the Tenant, who lives in a rent-geared-to-income ("RGI") unit, misrepresented their household income and composition over several years by failing to disclose that they no longer resided in the RGI unit and by failing to disclose other occupants and their income.

8. For the reasons that follow, I find that the Tenant lives in an RGI unit and has knowingly and materially misrepresented the household income and composition within the meaning of section 60 of the Act.

9. The Landlord's witness, investigator Tatum Vergara, testified that she investigates incidents of fraud relating to RGI units. She prepared a detailed investigation report, which was filed in evidence together with the Tenant's leases, annual Household Income and Assets Review ("HIAR") forms, Equifax credit report, CCTV/key fob records, and internal CORA reports.

10. The investigation establishes that the residential complex is a designated housing project under the *Housing Services Act*, 2011 ("HSA"), and that at all material times the Tenant's rent was subsidized in accordance with the RGI program. As a recipient of RGI assistance, the Tenant was required under the HSA, applicable regulations and the Landlord's local rules to accurately report household composition and income, and to report any changes within 30 days. The Lease and HIAR forms signed by the Tenant repeatedly confirm these

obligations and warn that failure to comply can lead to termination and recovery of retroactive rent.

11. The investigation further shows that, beginning at least April 1, 2017, the Tenant represented to outside institutions that his address was 350 The East Mall, Unit 104, a non-TCHC address. This is documented in the Tenant's Equifax credit report and in a doctor's letter dated August 1, 2023, both listing 350 The East Mall as his home address.

12. At the same time, the Tenant continued to submit annual HIAR forms to the Landlord confirming that he lived alone in the RGI unit at 44 Willowridge Road and that there were no changes to household composition or income.

13. The investigation also relied on CCTV and key fob data, a 24-hour notice of entry, and a unit inspection conducted on June 28, 2023. These records show that another person, Hanna Moseichuk, was residing in the RGI unit. Ms. Moseichuk told the investigator that she had been living in the unit since December 2022 and that she was employed, and her belongings and furniture were observed in the unit.

14. During a meeting on May 26, 2022, and a subsequent tenancy meeting on August 16, 2023, the Tenant acknowledged that he understood his obligation to report changes in household composition and income and admitted that he had not reported Ms. Moseichuk living in the unit.

15. Based on the documentary evidence and the Tenant's own statements, the Landlord calculated retro-rent from April 1, 2017, the earliest date it could be proven that the Tenant's actual residence and/or household composition differed from what he reported, to a potential recovery of $85,354.00.

16. The Tenant, who is now in his early 70s and receives disability benefits, testified that he resides in the RGI unit and has not misrepresented his income. He said that he allowed a woman from Ukraine to assist him and stay with him briefly during the war but that he did not charge her rent and that no one else has lived with him.

17. However, his testimony was inconsistent. At different points he suggested that this person "stayed for a while and then left," that she only "came and went a few times," and that no one had ever lived there with him. Under cross-examination he essentially agreed that she stayed for approximately 20 days, but his evidence was vague on key details such as the length of stay, whether she had access to keys, and her income.

18. The Tenant also relied on medical evidence, including letters confirming a longstanding diagnosis. I accept that the Tenant lives with a serious mental illness and that this affects his functioning and contributes to his vulnerability. However, as discussed below, that does not negate his obligations under the RGI program or the seriousness of the misrepresentation that has been proven.

Analysis

19. I accept Ms. Vergara's evidence and the Landlord's documentary record as reliable and persuasive. The Landlord's evidence is internally consistent and corroborated by multiple independent sources: the Tenant's Equifax report, doctor's letters listing a non-TCHC

address, key fob data, CCTV footage, unit inspection findings, and Ms. Moseichuk's admissions.

20. In contrast, the Tenant's evidence was inconsistent, changed over time, and was not corroborated by any independent documentation. Where the Tenant's evidence conflicts with the Landlord's in this matter, I prefer the Landlord's evidence.

21. Having regard to all of the evidence, I find that:

    - The Tenant occupies an RGI unit and has been subject throughout to clear obligations to report household composition and income changes;
    - From at least April 1, 2017, the Tenant repeatedly confirmed on HIAR forms that he was the sole member of the household at the RGI unit while simultaneously representing to others that his address was 350 The East Mall; and
    - The Tenant knowingly failed to report Ms. Moseichuk's residency and income in the RGI unit for a significant period of time.

22. These misstatements and omissions are deliberate, long-standing, and materially affected the rent payable.

23. I therefore find that the Tenant lives in a rent-geared-to-income unit and has knowingly and materially misrepresented his income and household composition, within the meaning of section 60 of the Act.

Daily compensation

24. The Tenant was required to pay the Landlord $27,388.40 in daily compensation for use and occupation of the rental unit for the period from August 17, 2024 to November 19, 2025.

25. Based on the monthly rent, the daily compensation is $59.54. This amount is calculated as follows: $1,811.00 x 12, divided by 365 days.

26. The Landlord incurred costs of $186.00 for filing the application and is entitled to reimbursement of those costs.

27. There is no last month's rent deposit.

Compensation for misrepresented income

28. As set out above, the Landlord's retro-rent calculation shows that the total amount that would have been payable had the Tenant not misrepresented household income and composition is $85,354.00.

29. The amount owing to the Landlord is more than the LTB's monetary jurisdiction. Under subsection 207(1) of the *Residential Tenancies Act, 2006* (the 'Act') the LTB may order payment up to $50,000.00. Proceeding with this application at the LTB extinguishes any rights the Landlord may have to pursue the full amount owing at the LTB or a court. The Landlord was made aware of the LTB's monetary jurisdiction and chose to proceed with

this application. Therefore, the Tenant is being ordered to pay $50,000.00 for compensation, plus the Landlord's cost of filing the application.

Relief from eviction

30. I am required to consider all of the circumstances of the parties in deciding whether it would be unfair to refuse relief from eviction under section 83 of the Act.

31. In the Tenant's favour, I accept that he is an older adult with a long history of mental illness, that he receives disability income, and that his eviction from RGI housing will cause significant hardship. The medical evidence supports that he has longstanding mental health challenges, and I accept that he will find it very difficult to secure new housing in the private market.

32. However, I must also weigh the seriousness, duration, and impact of the misrepresentation. The Tenant's actions undermined the integrity of the RGI program over several years, during which he did not reside consistently in the unit and failed to disclose another employed adult living there while continuing to receive subsidy. The Tenant was repeatedly reminded of his reporting obligations, confirmed that he understood them, and still chose not to comply.

33. In these circumstances, and consistent with prior Board decisions involving deliberate RGI misrepresentation, I find that it would not be fair to allow the tenancy to continue indefinitely. At the same time, the Tenant's age, disability, and vulnerability justify some additional time to secure alternate accommodation.

34. I have therefore exercised my discretion under subsection 83(1)(b) of the Act to postpone the eviction to January 31, 2026. I am satisfied that this strikes an appropriate balance between the seriousness of the conduct and the Tenant's personal circumstances.

35. 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 not be unfair to postpone the eviction until January 31, 2026 pursuant to subsection 83(1)(b) 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 January 31, 2026.

2. If the unit is not vacated on or before January 31, 2026, then starting February 1, 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 February 1, 2026.

4. The Tenant shall pay to the Landlord $50,186.00. This amount includes: daily compensation for the use of unit; for compensation for misrepresented income; and the cost of filing the application. The amount the Tenant is ordered to pay, excluding costs, is limited by the LTB's monetary jurisdiction.

5. If the Tenant does not pay the Landlord the full amount owing on or before January 31, 2026, the Tenant will start to owe interest. This will be simple interest calculated from February 1, 2026 at 4.00% annually on the balance outstanding.

January 5, 2026
Date Issued

Colin Elsby
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 August 1, 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.