



**Order under Section 69 / 90
Residential Tenancies Act, 2006**

File Number: LTB-L-097514-25

In the matter of: 205, 2 PHIN AVE
TORONTO ON M4J3T2

Between: Toronto Community Housing Corporation Landlord

And

Alice Gunn Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Alice Gunn (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 Alice Gunn (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 February 25, 2026.

The Landlord's legal representative, K. Deptuch and the Tenant attended the hearing.

G. Rosen and J. Santiangco appeared as witnesses for the Landlord. S. Walsh appeared as witness for the Tenant.

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. Therefore, the tenancy is terminated as of April 12, 2026 and the Tenant owes the Landlord \$41,016.00.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On November 6, 2025, the Landlord gave the Tenant an N6 notice of termination with a termination date of December 6, 2025. The notice of termination contains the following allegations: The Tenant lives in a rent-geared-to-income unit and the Tenant knowingly and materially misrepresented the income of other members of the Tenant's household.

Landlord's evidence

4. G. Rosen is an investigator for Toronto Community Housing. She testified that she received a few complaints about a number of people living in the Tenant's unit with the Tenant. She testified that in order to investigate the complaints, there are a number of things that can happen such as unit inspections, reviewing CCTV footage and surveillance.
5. G. Rosen testified that Alice Gunn is the sole leaseholder for the unit. There was another person on the lease, but A. Gunn requested that that person be removed in 2021. A copy of the lease was submitted into evidence.
6. G. Rosen testified that she authored an investigative report dated October 2025. A copy of the report was submitted into evidence. (DOC-7361505, Pages 29-36) She testified that the report summarizes the findings of her investigation.
7. G. Rosen testified that there has been a history of complaints related to unreported occupants in the Tenant's unit. A search of the Landlord's database showed that as far back as March 2022, the Tenant was cautioned about people staying in her unit.
8. G. Rosen testified that on January 24, 2024, the Landlord attended the rental unit and C.K. answered the door and advised that the Tenant was not home and had not been at the unit for about a week. The Landlord advised C.K. that he should not be residing in the rental unit and C.K. advised that the Tenant was going to be adding him to the lease.
9. During the course of the investigation, G. Rosen testified that the Landlord reviewed key FOB reports over the course of a month starting June 2025. The Landlord cross referenced that with CCTV footage and discovered that C.K. was regularly using the FOB assigned to the Tenant and could be seen accessing various entrances and the laundry facilities. Two other females, T.A. and D.D., were also seen using the Tenant's FOB to access entrances and laundry.
10. G. Rosen testified that ODSP was contacted and the Landlord was advised by ODSP that T.A. reported to ODSP that she was residing at the Tenant's unit for at least a year.
11. G. Rosen testified that on July 24, 2025, the Tenant's unit was inspected. She testified that C.K. was present during the inspection. The rental unit had male and female personal hygiene products, several pairs of shoes belonging to both males and females. There was a bed in the living room. The Landlord submitted pictures from the inspection. (DOC-7361505, Page 80). There was mail at the rental unit addressed to C.K. (DOC-7361505, Page 42).
12. G. Rosen testified that the Tenant attended a meeting with her to discuss the allegations of unreported occupants. She testified that the Tenant stated that she was not aware that C.K. was using her address. The Tenant told her that T.A. was couch surfing and D.D. stayed

over 4 times a week. She testified that the Tenant told her that she did not understand her responsibilities under the lease with respect to reporting.

13. J. Santiangco testified on behalf of the Landlord. He is a superintendent at the residential complex and has been since 2016. He testified that he is onsite every day. J.S. testified that he has observer C.K. at the complex daily since at least 2024.

Tenant's evidence

14. The Tenant testified that C.K stays in her unit often, more than 30 days in a year. She testified that the bed in her unit is her and C.K.'s bed and that C.K is her boyfriend. She testified that the Roger's bill is in C.K.'s name because she is unable to put it in hers. The Tenant testified that C.K. coes to the unit all the time, but doesn't always stay the night. The Tenant testified that she did not understand her obligations to report occupants residing in her unit.
15. S. Walsh testified on behalf of the Tenant. She is a Tenant in the same complex as the Tenant. She testified that C.K. stays at her daughter's apartment on Victoria Park, with her daughter's husband and child.
16. Based on the evidence before me, I am satisfied that the Tenant has knowingly and materially misrepresented the income of other members of the Tenant's household. The evidence of the Landlord supports that the Tenant was aware of her obligations with respect to reporting occupants. This is clear from the lease that was signed by the Tenant and also from the action of the Tenant removing a member of her household from her household composition in 2021 . I am satisfied that this demonstrates understanding and contradicts the Tenant's assertion that she was not aware of her duty to report people living with her.
17. I am satisfied that the evidence submitted by the Landlord established that at least C.K. and T.A. have been occupying the rental unit for a number of years. The CCTV footage and Key FOB logs support this position. The pictures of the unit further establish this. C.K. told the Landlord that the Tenant would be requesting to add him to the lease back in 2024 and T.A. told ODSP that she has been living in the unit for a year in June 2025.
18. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.

Compensation for misrepresentation of income

19. The Tenant lives in a rent-geared-to-income unit and has knowingly and materially misrepresented the income of other members of the Tenant's household, as explained above.
20. The Tenant owes the Landlord \$40,830.00 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. This is calculated by the difference in rent the Tenant was paying (\$115.00) and the market rent (\$1,538.00) \$1,423.00 multiplied by 25 months. (DOC-7361505, Page 88)

Relief from eviction

21. The Tenant testified that she has lived in the rental unit since 2019. She testified that if she is evicted from the rental unit, she has no place to go. She testified that both her parents have passed away and that she has medical issues, including a thyroid problem. The Tenant requested at least 6 months to vacate the rental unit.
22. The Landlord is seeking a standard order. The Landlord submits that social housing is a scarce public resource, and the Tenant was aware of her reporting obligations under the lease.
23. 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. An order shall issue in the standard time frame. It should be noted that the Landlord is in receipt of an order terminating the tenancy pursuant to LTB-L-001184-26 issued on January 14, 2026. There has been no review and no motion to set aside that order filed by the Tenant.

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 12, 2026.
2. If the unit is not vacated on or before April 12, 2026, then starting April 13, 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 April 13, 2026.
4. The Tenant shall pay to the Landlord \$41,016.00. This amount includes compensation for misrepresented income up to February 28, 2026; and the cost of filing the application.
5. The Tenant shall also pay daily compensation in the amount of \$50.56 per day starting on March 1, 2026 until the Tenant vacates the rental unit.
6. If the Tenant does not pay the Landlord the full amount owing on or before April 12, 2026, the Tenant will start to owe interest. This will be simple interest calculated from April 13, 2026 at 4.00% annually on the balance outstanding.

April 1, 2026
Date Issued

Emily Robb
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 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.