



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

File Number: LTB-L-097956-25

In the matter of: 34, 44 MARTHA ST
HAMILTON ON L8H2B7

Between: Cityhousing Hamilton Corporation Landlord

And

Prince Imalenowa Tenant

Cityhousing Hamilton Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Prince Imalenowa (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.

Cityhousing Hamilton Corporation (the 'Landlord') also applied for an order requiring Prince Imalenowa (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 representative, K. Howlett and the Tenant attended the hearing.

D. Melanson and T.Ledger attended as witnesses for the Landlord.

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 30, 2026.
2. The Tenant was in possession of the rental unit on the date the application was filed.
3. On November 20, 2025, the Landlord gave the Tenant an N6 notice of termination with a termination date of December 31, 2026. 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. D. Melanson testified on behalf of the Landlord. She is employed by the Landlord as a Tenant Services Co-ordinator. She testified that the unit is municipal housing provided under the HSA. She testified that the tenancy commenced in October 2024. She testified that the Tenant was to live in the unit with his three young sons pursuant to the lease. A copy of the lease was submitted. At the commencement of the tenancy, the Tenant was advised that he was required to report income for all members of the household. On the Tenant's application, he only indicated income relating to himself. The Tenant's income was recalculated a month after the tenancy began. This was initiated by the Tenant as his source of income changed to OSAP. As a result, his RGI amount was reduced. At that time, the Tenant did not disclose any other persons moving into the unit.
5. D. Melanson testified that the property manager at the time noticed that it appeared that no one had moved into the unit for the first couple of months of the tenancy. On January 23, 2025, an email was sent to the Tenant asking if the Tenant had moved in to the unit. The Tenant replied that he started to move in and that it had been difficult due to his son's needs and doctor's appointments.
6. On July 7, 2025, the property manager again emailed the Tenant about whether he had moved into the unit because it still did not appear that he had, but that there was a woman and her children seen at the unit. The Tenant responded indicating that he had just fully moved into the unit and that the woman that is seen at the unit is his sister who comes around to look after his son, who has special needs. The email explains that his sister does not reside there officially and that she has her own place, but if he is required to add her to the lease, to let him know. D. Melanson testified that the woman was never introduced as the Tenant's sister, and at the viewing of the rental unit in October 2024, the same woman accompanied the Tenant and was introduced as the Tenant's wife.
7. D. Melanson testified that she conducted an inspection on February 13, 2026, and a woman her teenage son were present in the unit. She testified that a teenage male answered the door and identified himself as a family friend. The woman was also present and identified herself as a family friend. She testified that she conducted an inspection of the entire unit and did not find any signs that any children were living in the unit. She testified that there were a lot of clothes for men and women in the unit. D. Melanson testified that she asked about the bedroom situation, the woman indicated that her teenage son was sleeping in the first bedroom, that she was sleeping in the second and the third bedroom was the Tenant's bedroom. The Tenant was not present for the inspection. The woman indicated that the Tenant was out of town, maybe for school and was not sure how long he would be gone for, maybe another two weeks. When she delivered the evidence package to the Tenant's unit, there was mail at the unit for someone with the same last name as the woman that has been seen at the unit.
8. T. Ledger testified on behalf of the Landlord. He is employed by the Landlord as a building attendant and lives onsite. He testified that in October 2024, the Tenant came to look at the unit and was accompanied by a female. He testified that he sees the same female

around the Tenant's unit, but not often as she doesn't come out of the unit. He testified that he witnessed high school aged children in and out of the unit. He testified that he has not seen the Tenant at the unit for quite a while and he has not seen young children at the unit. He testified that he did not see the Tenant move anything into the apartment until around July 2025.

9. On cross, T. Ledger testified that it may not be the same woman at the unit that he saw at the unit. He testified that the Tenant introduced the woman as his wife.

Tenant's evidence

10. The Tenant testified that when he went to look at the unit, he brought a female friend with him, who is not his wife as he is not married. He testified that that female has never been back to the unit since October 2024. The Tenant testified that the way his house is set up is his business and not conducive to the conclusion that himself and his children do not live there. The Tenant testified that he officially moved into the unit on July 3, 2025. He testified that his children moved in at that time as well.
11. The Tenant testified that his children were going to school in Mississauga and because one of his children has special needs, he did not want to change schools at the time he got the unit. He testified that he goes to school, and he often stays with a friend closer to school.
12. The Tenant denies the existence of a teenage boy at the unit. He testified that the woman has a teenage daughter, and they were there only because he was having a washer/dryer installed at the unit and coincidentally, it was the same day as the unit inspection. With respect the woman and the teenager explaining to the Landlord about the bedrooms, the Tenant testified that it doesn't matter what room he sleeps in and it is not a criminal investigation.
13. The Tenant testified that he has full custody of his children. The Tenant testified that the children go to school in Mississauga because of the supports provided to his special needs soon. He testified that he drops the children off at school, and sometimes they stay in the area, and sometimes they go back to Hamilton. On days that he cannot drop them off, he leaves the children with their aunt.

Analysis

14. This application is brought under section 60 of the *Residential Tenancies Act*, 2006, which says:

Termination for cause, misrepresentation of income

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.

15. Based on the evidence before me, I am satisfied, on a balance of probabilities, 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.
16. I prefer the Landlord's evidence over that of the Tenant with respect to the people residing at the unit. The Tenant did not challenge the evidence of the on site super, except to challenge who the super thought the woman was at unit, not the existence of a woman at the unit. The Tenant called no witnesses to provide testimony to dispute the allegation of residing in the unit. With respect to the recent inspection of the unit, the Tenant was not present, and did not call the person who was present to provide testimony to dispute the testimony of D. Melanson. Although the Tenant submits that the way his house is set up is not indicative of who lives there, it is reasonable to conclude that there are unreported occupants residing in the rental unit based on not only the contents in the rental unit, but also what those occupants told the Landlord.
17. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
18. There is no last month's rent deposit.

Compensation for misrepresented income

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 determined above.

19. The Tenant owes the Landlord \$13,236.00 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 represents an amount owed from October 2024 to October 2025. Market rent for the unit is \$1,242.00. The RGI amount the Tenant was paying was \$139.00. The difference is \$1,103.00. $\$1,103.00 \times 12$ is \$13,236.00.

Relief from eviction

20. The Tenant testified that he has 3 children, one of his children has special needs. He testified that he has nowhere to go if the tenancy is terminated. His source of income is OSAP.
21. The Landlord is requesting a standard order.
22. 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 April 30, 2026 pursuant to subsection 83(1)(b) of the Act. It would appear from the Tenant's testimony that he does have friends he can rely on to stay with, as he testified that he is more often at a friend's house than the rental unit. As such, I am satisfied that a small delay is warranted in the circumstances. Anything more would be prejudicial to the Landlord, given that RGI units are in short supply and waitlists to obtain them are years long.

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 30, 2026.
2. If the unit is not vacated on or before April 30, 2026, then starting May 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 May 1, 2026.
4. The Tenant shall pay to the Landlord \$2,286.48, Less any payments received by the Landlord since January 1, 2026, which represents compensation for the use of the unit from January 1, 2026 to February 25, 2026.
5. The Tenant shall also pay the Landlord compensation of \$40.83 per day for the use of the unit starting February 26, 2026 until the date the Tenant moves out of the unit.
6. The Tenant shall also pay to the Landlord \$13,236.00 which represents compensation for misrepresented income.
7. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
8. The total amount the Tenant must pay the Landlord is \$15,708.48.
9. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

April 2, 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 13, 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.

