



Order under Section 69 / 90 Residential Tenancies Act, 2006

Citation: Toronto Community Housing Corporation v Sindayigaya, 2026 ONLTB 44989

Date: 2026-06-08

File Number: LTB-L-051926-25

In the matter of: 2205, 325 BLEECKER ST
TORONTO ON M4X1M2

Between: Toronto Community Housing Corporation Landlord

And

Teda Sindayigaya Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Teda Sindayigaya (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 Teda Sindayigaya (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 28, 2026.

The Landlord's Agent Tatum Vergara (TV), the Landlord's Legal Representative, Jathusan Ratnakumaran, the Tenant's Support Person Frankie Odega and the Tenant attended the hearing. The Tenant spoke to Tenant Duty Counsel prior to the start of this proceeding.

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 on June 30, 2026. The Tenant shall also pay to the Landlord \$35,186.00 which represents the amount of market rent owed based on the Tenant's misrepresentation of income, daily compensation, and the Landlord's filing fee.

2. The Tenant was in possession of the rental unit on the date the application was filed.
3. Although this order does not specifically address each piece of evidence individually or reference all of the testimony, I have considered all of the evidence presented at the hearing and all of the oral testimony when making my determinations.
4. The Landlord is a social housing provider.
5. Pursuant to subsection 60(1) of the *Residential Tenancies Act, 2006* (the 'Act'), a landlord may give a tenant notice to terminate the tenancy if the rental unit is described under subsection 7(1) of the Act and a tenant knowingly and materially misrepresented his or her income or that of other members of the household.
6. On May 30, 2025, the Landlord gave the Tenant an N6 notice of termination, deemed served June 5, 2025. The notice of termination contained a termination date of June 30, 2025, and alleged that the Tenant knowingly and materially misrepresented her income or that of other occupants of the household.
7. The Landlord claims the Tenant signed a tenancy agreement to rent a rent-geared-to-income unit and has knowingly and materially misrepresented the Tenant's income or the income of other members of the Tenant's household and the Tenant did not inform the Landlord of a change in household composition.
8. In accordance with the tenancy agreement the Tenant is obligated to report changes to the household composition and changes in Tenant's household income.
9. The Landlord submitted a copy of the tenancy agreement to support their claim that indicates the Tenant's obligations with respect to notice of changes in household income or composition.
10. The Landlord's witness, TV has been employed as an investigator with the Landlord for 8 years as of the date of the proceeding, and her role is to investigate rent geared to income (RGI) Fraud and mitigate risk for the Landlord.
11. TV testified that when the fraud unit receives a complaint or investigates and or verify compensation and household composition by supplementary review their role is to investigate without bias. TV provided details of the fraud investigation process that includes investigating as to the occupants of the rental unit, the Tenant's reported income and other investigative methods. It was discovered during the investigation and supplementary review that during the annual review declaration of the Tenant regarding income, assets and compensation and school enrollment, the Landlord reached out to third parties to determine if the Tenant still qualified. It was determined that the Tenant, was not in fact enrolled in the post secondary institution.
12. TV further testified that the school verification and financial aid letters received by the Landlord from 2022 to 2024 were not authentic, and the Tenant had not been enrolled or been to the college, as she had already completed the program of study in 2012. Documentary evidence of this was submitted by the Landlord.
13. TV further testified and submitted documentary evidence of the supplementary review regarding the rent geared to income disclosure from 2014 to 2020, where the Tenant only listed Ontario Works as her income and did not list employment income from New Horizon's Towers where the Tenant was employed from February 10, 2014 to April 19,

2020, the income information was received by the Landlord from the Tenant's employer on or about November 5, 2024 and submitted as evidence.

14. TV testified she met with the Tenant on or about November 8, 2024, along with the Landlord's staff to discuss the allegations and the Landlord's findings, at which point the Tenant denied the information verified from CLI college and from her former employer and continued to be dishonest about her circumstances, and the Landlord decided to terminate her RGI tenancy for misrepresentation of income and eligibility was terminated effective April 1, 2025.
15. During this meeting TV further testified that the Tenant's Support Person acted as a translator, and the meeting was recorded and the Tenant acknowledged she was aware that needed to report income or changes in income, household members and assets, she confirmed executing the lease, and that she was employed in the above mentioned time period and that she was working Full Time hours last year, but did not work prior to that. The Tenant continued to fabricate income, and student enrollment and would not provide further income information and insisted she had reported historically and acknowledged the income review from 2014 to 2020. TV further testified she went through all forms and all pages of the review, and incomes sources with the Tenant and her response was that there had to be a misunderstanding, and that she gave all of the correct information to the best of her knowledge.
16. TV further testified the Tenant was given many opportunities to provide her CRA records before a decision was made by the Landlord to proceed with this application, and she was explained her options on many occasions, before a decision was made to rely on the information received, as a result of previous consents for disclosure provided by the Tenant upon her original RGI application. On cross examination TV testified that even though the Landlord had consent to receive financials from the CRA executed by the Tenant, the CRA would not provide the same, and the Tenant refused to provide her Income Tax Information, as this in her opinion would prove the Landlord's position.
17. TV further testified the parties were in discussions regarding an N11 and a repayment plan with the help of the Tenant's counsel, which the Tenant originally seemed to be following, but then did an about face, which has led to this application.
18. The Tenant testified that her actions were not fraud or concealment, but in good faith a reported error and her reliance and trust in other persons, given her lack of command in the English language, she is alleging she was not aware on what she was executing.
19. The Tenant further testified that the Landlord must know that she intentionally did not benefit nor did she have a motive to deceive as she believed she was compliant, and the Landlord was given the opportunity to receive her CRA documents and they did not, which would have helped them understand her income and not punish her. On cross examination the Tenant did not provide a valid reason for not providing her CRA income tax information as requested by the Landlord on multiple occasions.
20. The Tenant further testified that terminating her subsidy and eligibility and now the Landlord seeking eviction will lead her to become unhoused and cause her harm, and sought a dismissal of this herein application, as she testified she always acted in good faith and never intended to mislead and or provide incorrect assumptions to the Landlord, as this case in her eyes is more about a vulnerable Tenant and not fraud.

21. On cross examination the Tenant confirmed she received all the necessary documents from the Landlord and executed the same and provided the same to the Landlord, but alleged she never once read the documentation.
22. Further testimony from GR and the Tenant confirmed that the Tenant's unit is an RGI and the base (subsidized) rent is \$109.00.
23. Based on the testimony of the parties the date the Landlord became aware of the Tenant's change in residents in the rental unit is July 2022 and accordingly, I find that the date on which a claim for misrepresentation of income can be based is August 2022.
24. TV testified that a "retro-rent" calculation tendered in evidence is based on a market rent for the unit of \$1,538.00, as of the date of the proceeding, would lead to the Landlord seeking a recovery of monies owing to it by the Tenant in the amount of \$135,105.00 as of the date of this proceeding, being the difference in the rental rate for RGI and market rent for the unit from June 1, 2014 to the present, which was submitted as evidence, however the application claims \$35,000.00 from the Board.
25. The Landlord's N6 was served under section 60(1) of the Act, tenants are required to report total household income and assets for the household on an annual basis as per Ontario Regulation 316/10 under the Housing Services Act, 2011 (HSA) in relation to a rent geared to income unit.
26. Should the tenant not comply with the conditions imposed, subsection 56(2) of the HSA permits the landlord to charge the tenant the difference between the subsidized rent and the current market rent. Pursuant to section 55 of the HSA, no member of a household shall knowingly obtain or receive RGI assistance for which the household is not eligible or aid and abet another person in receiving the same.
27. The Landlord requested an order for termination of the tenancy, and payment of the market rent based on the Tenant's misrepresentation of their income as well as daily compensation.
28. I find that the Tenant's unit is a rental unit for the purposes of s. 60 of the Act and the Landlord has proven that the Tenant has knowingly and materially misrepresented her income by virtue of the income evidence received from the Tenant's former employer which, the Tenant did not report to the Landlord, and further on a balance of probabilities the Tenant misrepresented her full time student status to the Landlord to support her RGI status/eligibility.

Compensation For Misrepresented Income

29. As decided above, the Tenant lives in a rent-geared-to-income unit and has knowingly and materially misrepresented her income.
30. Based on my finding, the Tenant owes the Landlord \$35,000.00 which is the amount the Tenant would have been required to pay and the Landlord is seeking if the Tenant had not misrepresented the Tenant's income in her household.
31. Daily compensation begins after the termination date in the N6 Notice, which is June 30, 2025.

32. The Tenant would be required to pay the Landlord \$10,718.72 in daily compensation for use and occupation of the rental unit for the period from July 1, 2025, to January 28, 2026.
33. Based on the monthly rent, the daily compensation is \$50.56. This amount is calculated as follows: \$1,538.00 x 12, divided by 365 days.
34. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
35. There is no last month's rent deposit.
36. However, given the compensation for misrepresented income pursuant to section 60(1), and that claim sought by the Landlord is \$35, 000.00, daily compensation shall not be ordered.

Relief from Eviction.

37. 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, given the time that has lapsed since this matter was heard.
38. This order contains all of the reasons within it and no further reasons will be issued.

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 June 30, 2026
2. If the unit is not vacated on or before June 30, 2026, then starting July 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 July 1, 2026.
4. The Tenant shall pay to the Landlord \$35,000.00 which represents compensation for misrepresented income.
5. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
6. The total amount the Tenant owes the Landlord is \$35,186.00.
7. If the Tenant does not pay the Landlord the full amount owing on or before July 1, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 2, 2026, at 4.00% annually on the balance outstanding.

June 8, 2026
Date Issued

Panagiotis P. Roupas
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 February 1, 2027 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.