



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

File Number: LTB-L-019449-26

In the matter of: 1721, 1901 WESTON RD
YORK ON M9N3P5

Between: Toronto Community Housing Corporation Landlord

And

Jeremy Wadden Tenant

Toronto Community Housing Corporation (the 'Landlord') applied for an order to terminate the tenancy and evict Jeremy Wadden (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.

The Landlord also applied for an order requiring 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 June 16, 2026.

Only the Landlord's Representative, John Edlund and the Landlord's Witness, Kristin Mackenzie, attended the hearing.

As of 9:37 a.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.

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 shall be terminated pursuant to the terms of this order.
2. The Tenant was in possession of the rental unit on the date the application was filed.

3. On February 23, 2026, the Landlord gave the Tenant an N6 notice of termination by mailing a copy to the rental unit, deemed served February 28, 2026. The notice of termination contains the following allegations: the Tenant has knowingly misrepresented the Tenant's income or the income of other members of the Tenant's family who occupy the unit.
4. The Landlord's Witness, Kristen Mackenzie (K.M.), is employed by the Landlord in the capacity of an investigator. Her investigations primarily relate to fraud and misrepresentation of income in RGI units.
5. K.M. testified that the rental unit identified in this application was an RGI unit and that the Tenant is required to report any changes in household income within 60 days of said changes. This would include the income of any additional household guests or occupants.
6. K.M. testified that the market rent for this rental unit is \$1,715.00 and the RGI rent paid by the Tenant is \$115.00.
7. K.M. testified that she is familiar with the Tenant named in this application because she investigated the Tenant and rental unit. Based on her investigation, K.M. determined that the Tenant has been actively subletting the rental unit to unknown individuals at a higher rate than the Tenant is being charged. K.M. also testified that the Tenant has failed to notify the Landlord of any changes in household income during this time.
8. K.M. identified several notes and memos that had been written down in the investigation file and otherwise. The memos and notes included interactions which the Landlord's Agents had with the Occupants that were renting the unit from the Tenant. Based on the notes and evidence, the Tenant rented the unit to multiple individuals for an extended period.
9. K.M. testified that her investigations determined that the Tenant has been renting out the rental unit to unknown individuals since September 1, 2022. This meant that the Tenant would have had to report any change in household income by no later than November 1, 2022. By failing to do so, the Tenant has misrepresented the income since November 1, 2022, to date of the hearing.
10. K.M. testified that the difference between the rent charged to the Tenant, and the market rent was a total of \$39,660.00 for the period of November 1, 2022, through to February 28, 2026. K.M. also testified that the Landlord was seeking an order for this amount based on the Tenant's actions and misrepresentation of household income.
11. K.M. testified that her investigation also led her to determine that the unit was currently being occupied by an individual by the name of Michael Vautour, who K.M. identified to be related to the Tenant by being the cousin of the Tenant's partner or former partner. K.M. determined that Mr. Vautour has been residing in the unit since March 2025 and has been paying the Tenant \$600.00 per month.
12. On or about August 14, 2025, K.M. had a meeting with the Tenant's former partner who informed K.M. that the Tenant had been residing with her since approximately 2023 and renting out his unit for a profit. A copy of a letter written by the Tenant's former partner was tendered as evidence by the Landlord.

13. K.M. spoke with the Tenant sometime in September 2025 at which time the Tenant informed her that he was not residing in the rental unit, denied subletting or re-renting the unit to others, and declined to have a meeting with the Landlord to discuss and attempt to resolve the issues.
14. K.M. testified that despite not physically occupying the rental unit, the Tenant continues to pay the rent every month. This demonstrates that the Tenant maintains control and possession of the rental unit despite allowing other individuals to occupy the unit. The Tenant has not provided the Landlord with a notice to end the tenancy, nor have the parties agreed to a mutual termination of the tenancy.
15. Based on the uncontested evidence of the Landlord, I am satisfied that the Tenant lives in 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. The Tenant failed to include any income of other individuals residing in the rental unit.
16. Based on the monthly rent, the daily compensation is \$56.15. This amount is calculated as follows: \$1,708.00 x 12, divided by 365 days.
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.
19. The Tenant owes the Landlord \$39,660.00 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 amount reflects the period of November 1, 2022, through February 28, 2026.
20. The Landlord was unaware of any circumstances that may require the Board to consider delaying or denying termination of the tenancy and sought the issuance of a standard order.
21. 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.

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 July 7, 2026.
2. If the unit is not vacated on or before July 7, 2026, then starting July 8, 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 8, 2026.
4. The Tenant shall also pay the Landlord compensation of \$56.15 per day for the use of the unit starting June 17, 2026, until the date the Tenant moves out of the unit.

5. The Tenant shall also pay to the Landlord \$39,660.00 which represents compensation for misrepresented income.
6. The Tenant shall also pay to the Landlord \$186.00 for the cost of filing the application.
7. The total amount the Tenant must pay the Landlord is \$39,846.00.
8. If the Tenant does not pay the Landlord the full amount owing on or before July 7, 2026, the Tenant will start to owe interest. This will be simple interest calculated from July 8, 2026, at 4.00% annually on the balance outstanding.

June 26, 2026
Date Issued

Ilan Shingait
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 January 8, 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.