

THE UNIVERSITY TRIBUNAL OF THE UNIVERSITY OF TORONTO

IN THE MATTER OF charges of academic dishonesty filed on June 17, 2015,

AND IN THE MATTER OF the University of Toronto *Code of Behaviour on Academic Matters, 1995,*

AND IN THE MATTER OF the *University of Toronto Act, 1971, S.O. 1971, c.56* as amended S.O. 1978, c. 88

BETWEEN:

THE UNIVERSITY OF TORONTO

– AND –

L [REDACTED] M [REDACTED]

Hearing Date: October 13, 2015

Members of the Panel:

Ms. Sana Halwani, Barrister and Solicitor, Chair
Prof. Markus Bussmann, Faculty Panel Member
Mr. Jeffery Couse, Student Panel Member

Appearances:

Mr. Rob Centa, Assistant Discipline Counsel, Paliare Roland Barrister
Ms. Lauren Pearce, Articling Student, Paliare Roland Barrister
Ms. Tegan O'Brien, Law Student, Downtown Legal Services
Ms. Rabiya Mansoor, Law Student, Downtown Legal Services
Professor Donald Dewees, Dean's Designate, Faculty of Arts and Science
Ms. Shelly Cornack, Registrar, University College
Ms. Linda Nauman, Associate Registrar, University College
Ms. L [REDACTED] M [REDACTED], the Student

In Attendance:

Mr. Christopher Lang, Director, Appeals, Discipline and Faculty Grievances, Office of the Governing Council
Mr. Patrick McNeill, (Observer), Secretary, College of Electors, Assistant Secretary of the Governing Council, Office of the Governing Counsel

I. Charges

1. The Trial Division of the Tribunal held a hearing on October 13, 2015 to address the following charges brought by the University of Toronto (the "University") against L [REDACTED] M [REDACTED] (the "Student") under the Code of Behaviour on Academic Matters (the "Code"):
 - a. On or about March 8, 2015, you knowingly forged or in any other way altered or falsified a document or evidence required by the University, or uttered, circulated or made use of any such forged, altered or falsified document, namely, a TD Canada Trust statement of account for the month of December 2014 ("Statement #1), which you submitted to University College in support of your application for an undergraduate grant, contrary to Section B.I.1(a) of the Code.
 - b. On or about April 13, 2015, you knowingly forged or in any other way altered or falsified a document or evidence required by the University, or uttered, circulated or made use of any such forged, altered or falsified document, namely, a TD Canada Trust statement of account for the period November 28, 2014, to December 31, 2014 ("Statement #2"), which you submitted to University College in support of your application for an undergraduate grant, contrary to Section B.I.1(a) of the Code.
 - c. In the alternative to each of the charges above you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation in order to obtain academic credit or other academic advantage of any kind, which violated section B.I.3(b) of the Code.

II. Summary of Facts

2. The Student pled not guilty to the charges.

Background to the Charges

3. On March 8, 2015, the Student submitted an Undergraduate Grant Application (the "Application") to the University requesting grant assistance to pay her living expenses.
4. The charges relate to two documents provided to the University in support of that Application requesting grant assistance.

5. As part of the Application, the University required the Student to provide a personal statement to explain her need for the grant assistance, and to provide documentation to confirm any unusual or high expenses.
6. In her personal statement, the Student indicated that one of the reasons that she was asking for grant assistance to pay her living expenses was that she had made payments to national student loan services for previous Ontario Student Assistance Program (OSAP) overpayments. To document this claim, the Student attached Statement #1 (discussed below) to the Application.
7. On April 13, 2015, the Student provided additional documents, including Statement #2 (discussed below), to University College in support of the Application in an attempt to convince the University that Statement #1 was authentic.
8. Statement #1 and Statement #2 were alleged by the University to have been forged or in any other way altered or falsified by the Student, and to have been submitted by the Student:
 - a. with an understanding that the University required evidence to be presented in order to obtain the grant assistance requested;
 - b. with the intention that the University rely on them in considering whether or not to provide the Student with the grant assistance requested; and
 - c. in an attempt to obtain an academic advantage, namely an Undergraduate Grant.
9. The Panel heard from the following witnesses for the University:
 - a. Ms. Shelly Cornack, Registrar, University College, and
 - b. Ms. Linda Nauman, Associate Registrar, University College.
10. The Panel was also provided with the affidavit of Brendon Lisi, an employee of TD Canada Trust who provided certified bank statements and cash receipts of the Student from December 1, 2014 to March 31, 2015.
11. The Panel also heard from the Student.

The Student's Transition to University College

12. Ms. Nauman testified that she had been an Associate Registrar at University College since 2006. Her role was to assist with student advising, including review of bursary applications. She began assisting the Student with her transition to University College from the Transitional Year Program (TYP) in August 2014.
13. TYP is a program for adults who could not finish high school or did not qualify for regular university programs. It is essentially an access program for students who face a number of challenges.
14. According to the Student, she had entered the University through TYP because her documents from Trinidad had not been accepted for admission into the regular University programs. The Student is a single parent with undisputed financial need. At the relevant time, the Student was working as a caregiver for seniors and participating in clinical studies for compensation.
15. Ms. Nauman testified that the Student entered University College owing the University over \$4,500 in outstanding fees from her TYP year. She met and communicated with Ms. Nauman several times from August 2014 to March 2015 about her financial situation.
16. Under normal circumstances, the Student's debt to the University should have prevented her from registering for her courses at University College. However, Ms. Nauman made several exceptions for the Student and allowed her to register in mid-September 2014 on the understanding that the Student would take steps to pay the tuition owed and pay back her OSAP overpayment to make herself eligible for further OSAP (the details of the OSAP overpayment are discussed further below).
17. As summarised in an email to the Student from Ms. Nauman on September 15, 2014:

I'll repeat that, normally, you must have all previous fees paid before you can continue. [...] This is normal business/university practice anywhere. As a practice, students may not enroll/register with outstanding fees – this applies to all students. As I mentioned, we sometimes allow students to register with a balance under \$1000 if they have guaranteed OSP [sic] funding for the next session. If you are not using OSAP, but paying yourself, you must usually pay all outstanding fees + make a payment for the next session's fees before the session starts.

18. Ms. Nauman continued to assist the Student, including assisting her with grant applications.

The University's Grant Program

19. Ms. Cornack explained the University grant program.

20. Ms. Cornack testified that she has been a Registrar of University College since 2006, and had previously held various roles at the University since 1992. Her role as Registrar includes academic, financial and personal advising of students. With respect to financial advising, she assists students with applications for scholarships and needs-based bursaries, as well as grant applications.

21. University grants are intended to assist students with unmet need with respect to their educational expenses. Students need to have exhausted all other sources of funding such as personal finances, bank loans, family support, OSAP, scholarships or bursaries, before being eligible for a grant. Grants are not intended to fund non-educational expenses or repay debts.

22. To prove eligibility, a student must provide financial information, including a budget outline, and if they have unusual or high expenses, a detailed explanation of why these expenses are necessary and how they plan to cover their costs. Students must also provide documentation to confirm expenses.

23. Ms. Cornack testified that this explanation and back-up documentation is necessary to confirm that the basis for a student request is accurate and legitimate so that the University can be fair in its allocation of grants.

24. Ms. Cornack also explained that students with OSAP overpayments are ineligible for University grants until they have repaid the overpayment and become eligible for OSAP once again. In such cases, the University requires proof of repayment (by way of bank statements or other documents) to confirm that the overpayment has in fact been dealt with.

The Student's Bursary Application and Award

25. In November 2014, Ms. Nauman assisted the Student with a request for financial assistance.

26. At that time, the Student had an OSAP overaward totalling a \$5,844 overpayment (Exhibit 1, Tab 4).
27. Ms. Nauman made financial assistance requests on behalf of the Student to both the University College committee and the High Needs Committee at Enrolment Services. Both of these requests were unsuccessful. Most relevant to the issues here, the latter request was unsuccessful because (i) the High Needs Committee does not cover OSAP-related overpayments unless there are exceptional circumstances, and (ii) because the Student had previously received funding that had been directed to the overpayment but was not in fact paid back to OSAP by the Student (see Exhibit 1, Tab 38).
28. Despite all of this, Ms. Nauman was successful in obtaining a one-time only \$2,000 bursary for the Student in December 2014. The bursary was obtained in part on the basis that the Student had begun repayment of the OSAP overpayment and would provide proof of that repayment. The situation is summarized in an email to the Student from Ms. Nauman on December 18, 2014 (Exhibit 1, Tab 21):

You've called a couple of times to say that you'd be sending the proof of payment for your OSAP repayment and rental agreement, but I still haven't received anything.

You also did not fully answer the questions I sent you or provide a more detailed statement as expected.

However, despite the missing information, I pleaded your case with the committee, because if you hoped to have a decision before the break, this had to be decided last week. I gave you the benefit of the doubt that you would provide the information promised – so please be sure to do so as soon as possible.

29. The Student testified that she never received this email from Ms. Nauman and as a result only received the \$2,000 bursary in January. She also maintained during cross-examination that she had not provided proof of payment of OSAP at that point because she did not receive this email. She also stated that she had no reason to lie to get the \$2,000 bursary because she made much more than this amount volunteering for clinical studies.
30. In March 2015, Ms. Nauman contacted Enrollment Services to inquire whether the Student had indeed been making OSAP repayments. She was told that there was no record of such payments. Thus, when the Student submitted a grant application

(discussed in detail below), Ms. Nauman advised the Student that Enrolment Services could see no record of any OSAP payments.

31. In what can only be called a disturbing voicemail, the Student responded by accusing Ms. Nauman of *inter alia* “playing games” and “prolonging and delaying”, of being “racist toward TYP students” and racist towards her, of being a “spiteful person”, of being “racist and wicked”, and of being “disrespectful”. The Student also threatened to put Ms. Nauman “on the news or Toronto Star because I will bring up a racist remark with you,” and stated that “I have someone I’m discussing everything to and you can go ahead and go and see how far you can go with it, ok, but always know there will be a student will bring you down.” (see Exhibit 1, Tab 23)
32. During her testimony, the Student was entirely unapologetic about this voicemail and maintained these allegations.
33. Ms. Nauman categorically denied these allegations and the Panel is of the view that there is absolutely no merit to them. The evidence is clear that Ms. Nauman went above and beyond in her attempts to assist the Student, in fact bending the rules to allow her to register when she should not have been able to, and obtaining the \$2,000 bursary without the usually required back-up documentation.

The Student’s Grant Application

34. In March 2015, Ms. Cornack began to assist the Student with her Undergraduate Grant Application (Exhibit 1, Tab 24). In her personal statement on the form, the Student stated:

I asking for help to pay my living expenses due to my payments to National Student Loan for OSAP overpayment, and couldn’t work for one month due to my illness. I had the flu for three weeks. [emphasis added]

35. The Student requested \$1,200, which was revised to \$1,500.
36. Ms. Cornack learned from Bill Beyea, a Financial Aid Counsellor in Enrollment Services, that the Student had an OSAP overaward from 2010/11 of \$3,387 and a Bursary for Students with Disabilities (BSWD) overpayment of \$2,457 from the same year, which made up the \$5,844 overpayment (Exhibit 1, Tab 4).

37. As explained above, this meant that the Student was ineligible for OSAP (and therefore ineligible for University grants) until she repaid the overpayment.
38. This information was conveyed to the Student by Ms. Cornack and in response, the Student provided the University with a TD Canada Trust bank account statement from an account starting with '1970-65' and ending in '92', purporting to show a payment to "NSLSC" of \$5,200 on December 1, 2014 (Exhibit 1, Tab 31 – "Statement #1").

Statement #1

39. The relevant part of Statement #1 is reproduced below:

Date	Description	Debit	Credit	Balance
Dec 01, 2014	RTN NSF		396.77	(\$299.75)
Dec 01, 2014	NSLSC	5,200.00		(\$696.52)
Dec 01, 2014	GC 1376-TRANSFER	1,053.00		(\$299.75)

40. On the copy provided to the University, the Student had highlighted the \$5,200 entry in blue highlighter.
41. As is clear from the document, and as was described by Ms. Cornack in her testimony, the math on this statement simply does not add up. For the balance in the NSLSC entry of (\$696.52) to make sense, the debit must be \$396.77. This conclusion is further supported by the fact that the RTN NSF entry – which indicates the return of a payment that could not be made because there were insufficient funds – is \$396.77.
42. In addition to the numbers not adding up, the '5' in the \$5,200 entry is askew. The digit is tilted to the left and slightly below the other digits in the number '5,200'.
43. Finally, the certified bank statements obtained from TD Canada Trust for the same time period look identical to Statement #1 except for the date on which they were printed and – most importantly – the fact that the number '396.77' appears in the place of the number '5,200.00' (Exhibit 4).
44. Following the submission of Statement #1 to the University, Ms. Cornack met with the Student on March 30, 2015. The Panel was advised that nothing said in that meeting can be received into evidence because the parties have agreed that this meeting will be

treated as an instructors' meeting under the Code. However, we do understand from later correspondence that was before the Panel that Ms. Cornack requested additional documentation to support the Student's claim that she had made a \$5,200 payment to National Student Loans (Exhibit 1, Tab 32).

45. Ms. Cornack followed up with the Student on April 2, 2015 asking about this additional documentation. In response, the Student provided Ms. Cornack with a bank receipt (the "Receipt") dated March 31, 2015 and purporting to show a payment to National Student Loans of \$5,000 from a TD Canada Trust bank account starting with '1970-65' and ending in '92', i.e. from what appears to be the same account as that relevant to Statement #1 (Exhibit 1, Tab 26).
46. On receiving the Receipt, Ms. Cornack wrote again to the Student seeking further clarification as the Receipt appeared to show that the Student had in fact made two payments to National Student Loan: one on December 1, 2014 for \$5,200 (based on Statement #1) and a second on March 31, 2015 of \$5,000 (based on the Receipt).
47. Ms. Cornack also requested a clean copy of Statement #1 (without blue highlighting) and noted "Right now the copy that you supplied previously is not congruent with the balance and the \$5200 is misaligned with the other numbers. At this point it looks like the statement has been altered and the new receipt you supplied does not explain this" (Exhibit 1, Tab 32).
48. In response to this request, the Student wrote to Ms. Cornack on April 6, 2015 and stated that she was "very disappointed" about Ms. Cornack's comments about her bank statement and that there was a simple explanation. In summary, her explanation was that she had made only one payment – on December 1, 2014 – and that the March 31, 2015 date on the second receipt provided – was the date on which the receipt was printed rather than the date on which the payment was made (Exhibit 1, Tab 33).
49. On April 7, 2015, Ms. Cornack wrote again asking for original documents, including the original receipt for March 31. The Student did not provide the clean copy of Statement #1 as previously requested by Ms. Cornack, or any of the original documents, and indeed, never provided these documents to the University. Instead, the Student left a voicemail for Ms. Cornack reiterating her explanation of the March 31, 2015 date on the second receipt.

50. At the hearing, the Student testified that she did not modify Statement #1, that she did not forge anything, and that she would have altered the entire document if that had been her intention. She also stated that she had been given Statement #1 by the bank.
51. With respect to the receipts and Statement #1 not matching the certified bank statements, the Student stated that she asked the bank to erase the transaction from her bank records on December 1, 2014. By way of explanation, she stated that the relevant account is held jointly with her sister who receives social assistance and because of this, the account cannot show large sums of money coming in.

Statement #2

52. On April 13, 2015, the Student provided additional documents, including a bank statement for an account starting with '1970-65' and ending in '92' (Exhibit 1, Tab 34 – Statement #2), to University College. Statement #2 was provided by the Student in support of her application for grant assistance and in an attempt to convince the University that Statement #1 was authentic.
53. Statement #2 appears to be for the period from November 28, 2014 to December 31, 2014 and shows similar transactions as Statement #1, including the \$5,200 payment to NSLSC on December 1, 2015.
54. Statement #2 suffers from the same problems as Statement #1 (the math simply doesn't add up) and Statement #2 is also suspicious because the balance column is missing, the formatting is odd, and the address of the bank is misspelled as "5650 Younge Street" rather than "5650 Yonge Street".
55. Further, when compared with the certified copies of the bank statements of the Student it becomes apparent that a \$5,200 payment was never made. Rather the payment in the certified copies is a \$396.77 payment and matches the returned NSF entry of \$396.77 on the same date.
56. The certified statements therefore appear to make clear that no payment was made to NSLSC by the Student on December 1, 2015 (since even the \$396.77 payment "bounced") and further that no payment was made at all from this account to NSLSC between December 1, 2014 and March 30, 2015.

57. The Student testified that she copied and pasted Statement #2 from the internet to a document and then printed it. When asked why the address was misspelled, she stated that she did not know and that she may not have noticed the error. She stated that she had copied and pasted the document quickly and was under the pressure of studying at the time, and this is how it came out. She did not waver in her assertion that she had not modified Statement #2 in any way.
58. Counsel for the University attempted to have the Student log into her bank account during the hearing so that the original bank records could be viewed. The Student stated that she could not remember her password and needed to call her sister to get it. She attempted to call her sister but could not reach her. As such, the original records could not be viewed by the Panel.
59. When pressed during cross-examination for documents from NSLSC to support her testimony that a payment of \$5,200 was made, the Student stated that she did not know that she was supposed to bring documents to the hearing and that no one had told her how the hearing process was going to be carried out. To impeach this statement, counsel for the University sought to introduce evidence of a prior conviction and this was allowed. The Student then admitted that she had been through the process before as she had been previously prosecuted and suspended for two years.

III. Findings

Credibility of the Witnesses

60. The Panel found Ms. Nauman and Ms. Cornack to be credible witnesses. They both provided their evidence in a clear, consistent and succinct manner. And neither was challenged on cross-examination.
61. In contrast, the Panel found the evidence of the Student to lack credibility. In particular, the Student consistently avoided giving direct answers to questions when being cross-examined. Her evidence was inconsistent with the documents and contradictory: How could the numbers in a bank statement simply not add up? Why were there two receipts for different amounts paid (\$5,000 and \$5,200) if they were representative of a single payment? How could a payment of \$5,200 in a bank statement transform into a payment for \$396.77?

62. Further, although the burden in these proceedings is on the University to prove the charges on a balance of probabilities with clear and convincing evidence, when faced with this amount of unfavorable evidence from the University, the Panel was left wondering why the Student had not simply produced a statement from NSLSC to show the payment had been made.

63. When asked this question by counsel for the University, the Student attempted to deflect the question and garner sympathy from the Panel by answering that she did not understand the hearing process. This testimony only served to further undermine her credibility since the Student had been through a Tribunal hearing before, and as such was clearly more aware of the process than most Students coming before the Tribunal.

64. In sum, the Panel preferred the evidence of the University to the evidence of the Student, and makes the following findings.

Statement #1

65. The only reasonable inference that can be made from Statement #1 itself is that the document was either forged or altered to show a \$5,200 entry when that entry was originally \$396.77. The Panel reached this conclusion on the basis of the \$5,200 entry not being consistent with the stated balance, and on the inconsistency between the \$5,200 entry and the \$396.77 return NSF entry.

Statement #2

66. Similarly, the only reasonable inference that can be made from Statement #2 itself is that it was forged or altered. The Panel reaches this conclusion based on the following:

- a. the inconsistency between the \$5,200 entry and the \$396.77 return NSF entry;
- b. the misspelling of Yonge Street on the statement;
- c. the formatting of the statement; and
- d. the missing balance column.

67. Whether the Student herself forged or altered the Statements #1 and #2 or obtained assistance from someone in that regard, it is clear to the Panel that the Student – at the

very least – knowingly circulated a forged or altered document in the hopes of obtaining an advantage, namely a grant from the University.

Inconsistencies Between the Certified Bank Statements, Statement #1 and Statement #2

68. Though the above findings can be made solely on the basis of Statements #1 and #2, the Panel was further supported in its findings by the affidavit of Mr. Lisi and the certified bank statements, which confirmed that Statements #1 and #2 were forged or altered and that the bank could not locate any receipts for the payment(s) purportedly made by the Student on December 1, 2014 and/or March 30, 2015.
69. The Panel cannot accept the Student's assertion that the discrepancies between the certified bank statements and Statements #1 and #2 could possibly be due to her request on December 1, 2014 to have the record erased from the bank records. Setting aside the Panel's skepticism that a bank would ever agree to simply erase a record, the Student's argument is undermined by the fact that Statement #1 was printed on March 5, 2015 (see date on Exhibit 1, Tab 31) and Statement #2 was printed on April 12 or 13, 2015 (according to the Student's testimony).
70. It strains credulity that a bank would (a) accept such a request to delete a record, and if it did, (b) wait more than 4 months to fulfill the request. The more reasonable inference is that Statements #1 and #2 were altered.

IV. Conclusion on Charges

71. Following deliberation and based on the testimony of Ms. Cornack, Ms. Nauman, and the Student, the Panel concluded that there was clear and convincing evidence that it was more likely than not that the Student had altered or falsified Statements #1 and #2, or knowingly made use of these altered or falsified documents.
72. The Panel therefore held that the Student is guilty of two counts of knowingly forging or in any other way altering or falsifying a document or evidence required by the University, or uttering, circulating or making use of such forged, altered or falsified document, contrary to section B.1.1(a) of the Code.
73. Given that finding of guilt the University withdrew charge 3.

V. Penalty

74. Counsel for the University started his submissions by noting that the new Provost's Guidance on academic penalties states that absent exceptional circumstances, expulsion is the appropriate remedy if a Student is found guilty of one or more fraud attempts. In this case, counsel for the University argued that no such exceptional circumstances were present, and that the Student's behavior warranted the most serious penalty that the Panel could impose, namely an immediate five-year suspension and a recommendation that the Student be expelled.

75. Counsel for the University provided the Panel with a number of cases involving forged or falsified documents in which a 5-year suspension or expulsion was ordered. Of note, in the cases provided, expulsion was avoided only in cases in which the Student pleaded guilty and there was an agreed statement of facts (ASF) and joint submission on penalty (JSP). That was not the case here.

76. The Panel took the following into account as relevant to penalty:

- a. The Student had previously been found guilty of two charges associated with her use of an unauthorized aid during an examination and the Tribunal imposed a two-year suspension from the University and a grade of zero in the Court;
- b. The very serious nature of the current offence:
 - i. The Student deliberately planned and executed fraud on the University;
 - ii. The Student altered or falsified (or knowingly circulated altered or falsified) third party documents;
 - iii. The Student exploited a system for needy students and accessed funds that would have gone to others;
- c. The Student's conduct prior to and throughout the proceeding was egregious, in particular:
 - i. The Student refused to acknowledge any wrongdoing and showed no remorse;

- ii. The Student continued to assert that she had not altered or falsified the Statements in the face of overwhelming evidence to the contrary;
 - iii. The Student accused Ms. Nauman of being a racist; and
 - iv. The Student stated during her testimony that no one had explained to her how the Tribunal process works, despite having been through the process before; and
- d. The Student's behavior has fundamentally and irretrievably broken her relationship with the University.

77. Counsel further provided submissions that expulsion of the Student would send a clear message of both specific and general deterrence. The expulsion would be recorded on the Student's permanent record and would be published in a notice of decision.

78. Counsel for the Student, while recognising that a suspension was reasonable, highlighted the following as mitigating against expulsion:

- a. The Student is an immigrant who came to this country as part of the live-in caregiver program;
- b. The Student has and continues to experience significant financial hardship;
- c. The Student is a single mother, and she is trying to better herself by going to University for the sake of her family;
- d. The Student experienced significantly more stressors than most students, and her actions were the result of desperation and poor judgment rather than malice;
- e. The effect of an expulsion would be devastating not only to her but also to her family, in particular because she would have to start repaying large loan amounts immediately; and
- f. The Student's likelihood of re-offending is low because she cannot afford to be expelled.

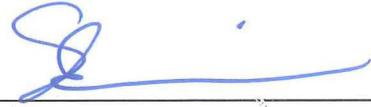
79. These are indeed mitigating factors but they do not outweigh the Student's deceitful actions prior to and during the proceeding.

80. Counsel for the Student also made the argument that the Student's decision to participate in the process, rather than simply not appearing, should mitigate in her favour. The Panel finds this latter submission unpersuasive. While not appearing at a hearing may be an aggravating factor with respect to penalty, simply appearing at a hearing is not a mitigating factor. Had the Student chosen to cooperate with the University to avoid a hearing (e.g., by attending a meeting with the Dean's Designate), or worked with counsel on an ASF and/or JSP, those actions might have acted as mitigating factors.
81. The Panel accepted the submissions of Counsel for the University as to the appropriate penalty, and saw fit to impose a suspension of five years and to recommend expulsion, as sought by the University.

VI. Decision of the Panel

82. At the conclusion of the hearing, the Panel conferred and made the following order:
- a. The Student is guilty of two counts of knowingly forging or in any other way altering or falsifying a document or evidence required by the University of Toronto, or uttering, circulating or making use of such forged, altered or falsified document, contrary to section B.I.1(a) of the Code of Behaviour on Academic Matters;
 - b. The following sanctions shall be imposed on the Student:
 - i. The Student shall be immediately suspended from the University for a period of up to 5 years from the date of this Order;
 - ii. the Tribunal recommends to the President of the University that he recommend to the Governing Council that Ms. M■■ be expelled from the University; and
 - c. This case shall be reported to the Provost for publication of a notice of the decision of the Tribunal and the sanction or sanction imposed, with the name of the student withheld.

DATED at Toronto, February 1, 2016

A handwritten signature in blue ink, consisting of a stylized initial 'S' followed by a long horizontal stroke.

Sana Halwani, Co-Chair