

**THE UNIVERSITY TRIBUNAL
THE UNIVERSITY OF TORONTO**

IN THE MATTER OF charges of academic dishonesty filed on November 15, 2021,

AND IN THE MATTER OF the University of Toronto *Code of Behaviour on Academic Matters, 2019,*

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

B E T W E E N:

THE UNIVERSITY OF TORONTO

- AND -

M [REDACTED] S [REDACTED]

REASONS FOR DECISION

Date of Hearing: June 13, 2023, in person, and July 25, 2023, via Zoom.

Members of the Panel:

Sarah Whitmore, Chair
Professor Michael Saini, Faculty Panel Member
Cameron Miranda-Radbord, Student Panel Member

Appearances:

Tina Lie, Assistant Discipline Counsel, Paliare Roland Rosenberg Rothstein LLP
William Webb, Assistant Discipline Counsel, Paliare Roland Rosenberg Rothstein LLP
Ivan Hsieh, Representative for the Student, Downtown Legal Services
Joshua Lee, Co-Representative for the Student, Downtown Legal Services

Hearing Secretary:

Carmelle Salomon-Labbé, Associate Director, Office of Appeals, Discipline and Faculty Grievances
Christopher Lang, Director, Office of Appeals, Discipline and Faculty Grievances

In Attendance:

M [REDACTED] S [REDACTED]

Introduction

1. A hearing before the University Tribunal (the “Tribunal”) was convened on June 13, 2023, in person, and on July 25, 2023, via Zoom, to consider the Charges (as defined below) brought by the University of Toronto (the “University”) against the Student, M■■■■■■ S■■■■■■ (the “Student”) under the *Code of Behaviour on Academic Matters, 2019* (the “Code”).

The Charges

2. The charges against the Student (the “Charges”) are as follows:

1. On or about May 15, 2020, you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in the Code in order to obtain academic credit or other academic advantage of any kind in connection with Term Test 1 in BIO310H5F (“BIO310”), contrary to section B.I.3(b) of the Code.
2. On or about October 7, 2020, you knowingly represented as your own an idea or expression of an idea or work of another in a writing assignment you submitted in ARA412Y5Y (“ARA412”), contrary to section B.I.1(d) of the Code.
3. In the alternative, on or about October 7, 2020, you knowingly obtained unauthorized assistance in connection with a writing assignment you submitted in ARA412, contrary to section B.I.1(b) of the Code.
4. In the further alternative, on or about October 7, 2020, you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in the Code in order to obtain academic credit or other academic advantage of any kind in connection with a writing assignment you submitted in ARA412, contrary to section B.I.3(b) of the Code.
5. On or about February 2, 2021, 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 such forged, altered or falsified document or evidence, namely, a document purporting to be an invoice from “Canadian Electronics” dated May 15, 2020, which you submitted as evidence in connection with the academic discipline proceeding involving BIO310, contrary to section B.I.1(a) of the Code.
6. In the alternative, on or about February 2, 2021, you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in the Code in order to obtain academic credit or other academic advantage of

any kind by submitting to the University a document purporting to be an invoice from “Canadian Electronics” dated May 15, 2020, which was forged, altered or falsified, as evidence in connection with the academic discipline proceeding involving BIO310, contrary to section B.I.3(b) of the Code.

Particulars

3. The particulars of the offences charged are as follows:
 1. At all material times you were a student enrolled at the University of Toronto Mississauga
BIO310
 2. In summer 2020, you enrolled in bio310 (Physiology of Regulatory Systems).
 3. On May 15, 2020, students in BIO310 wrote Term Test 1 (the “Test”), which was worth 25% of their final grades. The Test was administered online. The Test had two parts, including a short answer portion, which was available to students from 10:10 to 10:40 am. Students were required to upload their answers to the short answer portion of the Test to Quercus by 10:40 am.
 4. You did not upload your answers to the short answer portion of the Test by the submission deadline.
 5. On May 15, 2020, at 10:59 am, you sent the BIO310 instructor an email advising that you were unable to submit your answers to the short answer portion of the Test on Quercus and you were unable to email the answers to the instructor.
 6. The statements you made to the instructor in connection with your alleged inability to submit your answers to the short answer portion of the Test were not true.
 7. By misrepresenting to the instructor that you were unable to submit your answers to the short answer portion of the Test, you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation.
 8. You wanted the instructor to believe that you were experiencing technical difficulties in the submission of your answers to the short answer portion of the Test in order to gain an academic advantage, including to permit you to submit your answers after the submission deadline without a late penalty.

ARA412

9. In Fall 2020, you enrolled in ARA412 (Advanced Arabic for Advanced and Heritage Learners).
10. On October 7, 2020, you submitted a writing assignment in ARA412 (the "Assignment"). You were required to complete the Assignment independently and to cite any sources that you used in connection with the Assignment.
11. You submitted the Assignment:
 - (a) to obtain academic credit;
 - (b) knowing that it contained ideas, expressions of ideas or work which were not your own, but were the ideas, expressions of ideas or work of others, including the author of the article at <https://www.almadenahnews.com/article/58681-القصة-الكامل> (the "Source"); and
 - (c) knowing that you did not properly reference the ideas, expressions of ideas or work that you drew from the Source.
12. You knowingly obtained unauthorized assistance from the Source.
13. You knowingly submitted the Assignment in ARA412 with the intention that the University of Toronto Mississauga rely on it as containing your own ideas or work in considering the appropriate academic credit to be assigned to your work.

"Canadian Electronics" Invoice

14. On February 1, 2021, you met with the Dean's Designate for Academic Integrity about the Test in BIO310. At the meeting, you stated that, during the Test, you were having difficulties with your computer and that you had gotten your computer repaired shortly after the Test.
15. On February 2, 2021, you sent the Office of the Dean at the University of Toronto Mississauga a copy of a document purporting to be an invoice dated May 15, 2020, for the repair of your computer (the "Invoice"). The Invoice was from "Canadian Electronics", located at 170 Glidden Road, Brampton, ON; 416-669-0476.
16. The Invoice was a document or evidence required by the University.
17. The Invoice was forged, altered or falsified. "Canadian Electronics" does not exist. You did not have your computer repaired by "Canadian Electronics".

18. By misrepresenting to the University that the Invoice was evidence that you had gotten your computer repaired on May 15, 2020, you knowingly:
 - (a) forged, altered or falsified a document required by the University or uttered, circulated or made use of such document; and
 - (b) engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation.
19. You knowingly engaged in the foregoing conduct in order to obtain an academic advantage.

Agreed Statement of Facts

4. The hearing preceded on the basis of an Agreed Statement of Facts (the “ASF”), which was marked as Exhibit 2. A summary of the agreed facts follows.

B. The BIO310 Allegations

10. In Winter 2020, the Student registered in BIO310H5F (Physiology of Regulatory Systems) (“**BIO310**”). BIO310 was taught by Nagham Abdalahad, an Assistant Professor in the Department of Biology, and Sabrina Bersky, a teaching assistant. The Student admits that he received and reviewed the BIO310 syllabus.

11. On May 15, 2020, students in BIO310 wrote Term Test 1, which was worth 25% of their final grades. The test had two parts. The test began with a multiple-choice section (administered through Quercus) from 9:00 to 10:10 am. The second part consisted of short answer questions that were available from 10:10 to 10:40 am. The short answer questions were provided in a downloadable Microsoft Word document, which students were supposed to upload to Quercus by 10:40 am.

12. The Student submitted his answers to the multiple-choice part of Term Test 1 through Quercus. He did not submit his short answers by the 10:40 am deadline.

13. On May 15, 2020, the Student and Professor Abdalahad exchanged several emails.

14. At 10:59 am, the Student emailed Professor Abdalahad: “I was unable to submit my word document on Quercus via my 2011 MacBook and I’m still trying to submit it and still not working. Could you please advise on how to submit it other than using a laptop. Also, I’ve been trying to email you the word doc but it won’t allow it. Please get back to me as soon as you can. Please

see attached pics Stay safe Best Wishes, M [REDACTED] S [REDACTED]"

15. Professor Abdalahad responded, asking the Student to email the document.

16. After some further email exchanges, at 11:07 am, the Student emailed Professor Abdalahad: "I'm sorry but All my emails are from my phone and I've been trying to send it to you through my laptop for the past 20mins. Can I at least send you a picture of my solution till I find a way to submit my word doc?"

17. At 11:08 am, Professor Abdalahad responded: "okay. Make sure not to change your answers as I want to see the last time changes happen in the word document."

18. At 11:23 am, the Student sent Professor Abdalahad an email with four pictures and stated: "Absolutely and only few questions were answered. THERE WAS NOT ENOUGH TIME TO FINISH IT but thank you for understanding. Stay safe!"

19. At 7:48 pm, Professor Abdalahad responded to the Student: "Hello, As it is obvious from the pictures that the document was attached and the email was saved as draft! I don't see any reason of why you didn't send me the document! It has been a while since the end of the test, and I don't think you still have the same problem. You must send the SAME document to run a Turnitin in check".

20. At 9:32 pm, the Student responded: "Greetings, It shows it on draft but every time I press send it won't allow me and as you could see that I've been emailing you and still emailing through my phone. I truly understand your point and truly apologize for this but I tried more than 3h to send it to you and still won't allow me. I've also tried to airdrop the word doc to my phone and to other apple products and still won't allow me."

21. Five days later, on May 20, 2020, the Student sent Professor Abdalahad a document called "Summer 2020 BIO310 Test 1 short answers .docx" (the "**Late Submission**"). The Student stated in part: "Please see attached word doc of my TT1 SA. It's still exactly the same as I sent you pictures on Friday. Quercus submission is closed so may you please reopen it to submit it. I truly apologize for the hard time and I hope you understand my situation."

22. The Late Submission document properties state that the document was created on May 15, 2020, at 8:38 am, last modified on May 17, 2020, at 10:58 pm, and had a total editing time of 32 minutes.

23. Professor Abdalahad was suspicious of the Student's activity because:

(a) the photograph that the Student sent her on May 15, 2020 at 10:59 am indicated

that the Student had saved a draft of the email at 9:58 am, before the short answer portion of the test began; and

- (b) she asked the Student to email her a copy of his submission, but he did not do so until five days later, on May 20, 2020.

24. On May 26, 2020, Professor Abdalahad met with the Student via Zoom to discuss her concerns about his Term Test 1.

25. On June 4, 2020, Professor Abdalahad and Ms. Bersky submitted an academic integrity report to the University of Toronto Mississauga.

C. The ARA412 Allegations

26. In Fall 2020, the Student registered in ARA412Y5Y (Advanced Arabic for Advanced and Heritage Learners), which was taught by Professor Samar Abdelgalil (“ARA412”). The Student admits that he received and reviewed the ARA412 syllabus.

27. The ARA412 syllabus contained a section on academic honesty and plagiarism, which stated that plagiarism was an academic offence and would not be tolerated. The syllabus required students to review the section on academic honesty in the Academic Calendar, and the University’s websites on academic integrity and how not to plagiarise.

28. Students in ARA412 were required to submit a writing assignment, which was worth 1% of their final grades, on October 6, 2020. The Student submitted his writing assignment a day late, on October 7, 2020 (the “**ARA412 Assignment**”).

29. Professor Abdelgalil reviewed the ARA412 Assignment and had doubts that the Student wrote it. Professor Abdelgalil conducted some online searches and determined that parts of the ARA412 Assignment had been taken from an online blog post (the “**Blog Post**”).

30. On October 22, 2020, Professor Abdelgalil met with the Student to discuss the ARA412 Assignment.

D. The First Dean’s Designate Meeting

31. From January to February 2021, the Student and the Academic Integrity Unit at the University of Toronto Mississauga exchanged emails about scheduling a Dean’s Designate meeting to discuss the allegations that he had committed academic offences in BIO310 and ARA412.

32. On February 1, 2021, the Student met with Catherine Seguin, a Professor in the Department of Management and a Dean's Designate for Academic Integrity, Rachel Gorjup, an Academic Integrity Assistant at the Office of the Dean, and Professor Abdalahad. The Student admits that Professor Seguin provided him with the required warnings under the Code.

33. During the dean's designate meeting:

- (a) Professor Seguin showed the Student a photo of the email that he sent to Professor Abdalahad. Professor Seguin stated that the computer's time was 10:58 am and the test did not start until 10:10 am. Professor Seguin asked the Student why the photo showed that the email was drafted at 9:58 am, an hour before the questions were due and 12 minutes before the questions were released. Professor Seguin asked the Student what was in the draft if the questions were not released.
- (b) The Student stated that: he had an old computer and he did not notice that the time that was shown on the email was not the correct time; his laptop was from 2011; in the following midterm, Professor Abdalahad started giving instructions on what to do if there were tech issues so the student did not know what to do or have anything if he lost connection or did not have internet; he did not know what to do; and he did not notice the time on the email until Professor Abdalahad told him at their meeting.
- (c) Professor Seguin stated that if she drafts an email and then pauses, that's when the email will say what time it was drafted and that this suggested that the email was created at 9:58 am. Professor Seguin asked what the Student was going to email to the Professor at this time.
- (d) The Student stated that: he was not going to email anything; he did not start an email to the professor; the time of his MacBook was always a different time than what he has; sometimes his laptop switches the time because it is very old and was completely messed up; and he applied for U of T grants to get a new computer.
- (e) Professor Abdalahad stated that: the Student sent her photos but was unable to send the Word document; and when she creates a draft on her laptop, it saves and she can send it from her phone.
- (f) The Student stated that: his laptop did not have any internet connection and that if he did, this would not have been a problem; Professor Abdalahad did not

receive this information for five days because he took this computer to get fixed; he had the receipt to prove that he got his computer fixed; he tried multiple times to send Professor Abdalahad the document; and the laptop took 2-3 days to get fixed.

- (g) Professor Sequin asked the Student if it took 2-3 days to fix the computer, then why did it take 5 days to submit the answers.
- (h) The Student stated that once he had a chance to send his document to the professor, he sent it right away.
- (i) Professor Sequin stated that, at the beginning of the meeting, the Student said that there were no instructions for what to do when there is an error. Professor Abdalahad shared her screen to show that she had provided these instructions.
- (j) The Student stated that he did not see any instructions before term test 1 and that these instructions came out for test 2.
- (k) Professor Abdalahad showed that, in week 2, there were Term Test 1 instructions before the term test. Professor Abdalahad opened these instructions that linked to a video that included the instructions about what to do if technical errors came up.
- (l) The Student stated that: he did not read these instructions before starting; he was stressed about the test, so he did not look at these, and his short answers were very short.
- (m) Professor Sequin and the Student discussed the ARA412 Assignment, and the Student admitted that he plagiarized in the ARA412 Assignment.
- (n) The Student stated he had experienced medical issues since the beginning of 2020 that affected his lifestyle, his ability to study, and his ability to complete the ARA412 Assignment.

34. Later that day, on February 1, 2021, the Student sent Ms. Gorjup a copy of several medical documents.

35. On February 2, 2021, the Student sent Ms. Gorjup a copy of an invoice dated May 15, 2020, from "Canadian Electronics", located at 170 Glidden Road, Brampton, ON, regarding the repair of the Student's laptop (the "**Invoice**").

36. The Student submitted the Invoice in support of his position that he did not commit an academic offence in connection with the BIO310 Term Test.

37. On February 3, 2021, the Student emailed Ms. Gorjup to confirm that she had received the receipt. The next day, Ms. Gorjup confirmed that she had received all the documents that the Student sent.

38. On June 15, 2021, Ms. Gorjup emailed to Student to confirm that they had referred his case to the Provost's Office.

E. The Invoice Investigation

39. Ms. Gorjup conducted searches to verify the authenticity of the Invoice:

(a) Ms. Gorjup searched the name of the business "Canadian Electronics" online and found that it did not appear in any Google searches. While there were several locations of a computer store called "Canadian Computers and Electronics", none of the locations corresponded with the address provided on the Invoice.

(b) Ms. Gorjup searched online for the address on the Invoice (170 Glidden Road, Brampton, ON). These searches did not reveal a computer store at the address. In addition, the searches indicated that the address was a building with 28 units, but no unit number was provided on the Invoice.

(c) Ms. Gorjup searched the phone number that was provided on the Invoice (416-669-0476). The online searches indicated that this was the cell phone number of a real estate agent. She called the number several times, but there was no answer.

40. Ms. Gorjup also noticed that the Invoice did not include a GST/HST number, which is a requirement for Canadian businesses.

41. On September 24, 2021, Ms. Gorjup attended the address on the invoice (170 Glidden Road, Brampton, ON). She did not find a "Canadian Electronics" store. Instead, the entire building appeared to consist of car and truck repair shops. She also spoke to a man on the property, who said that he had his business at that location for three years and was unaware of a computer store being there during that time. Ms. Gorjup took photographs of 170 Glidden Road that day.

42. Mr. Gorjup prepared an academic integrity report about her investigation, which includes the photos that she took of 170 Glidden Road on September 24, 2021.

F. *The Second Dean's Designate Meeting*

43. On October 25, 2021, the Student met with Professor Seguin and Jade Hazell, an Academic Integrity Assistant at the Office of the Dean. The Student admits that Professor Seguin provided him with the required warnings under the *Code*.

44. During the meeting, the Student discussed the Invoice with Professor Seguin and Ms. Hazell. A video recording of the Second Dean's Designate Meeting is available at the following link.¹ The parties agree that the video recording of the Second Dean's Designate Meeting be entered into evidence through this ASF.

[...]

46. On October 26, 2021, Ms. Hazell emailed the Student that the allegations would be forwarded to the Tribunal for resolution. Ms. Hazell's email contained information about Downtown Legal Services and mental health supports offered by the University.

47. On November 3, 2021, Ms. Hazell emailed the Student that the allegations were forwarded to the Provost's office.

G. *Meeting with Lisa Devereaux*

48. In August 2022, the Student stopped by the office of Lisa Devereaux, the Director of Academic Success & Integrity at UTM. On that day:

- (a) Ms. Devereaux had a high-level conversation with the Student about the Tribunal process and encouraged him to connect with Downtown Legal Services.
- (b) The Student told Ms. Devereaux that after his summer courses ended, he would be done taking courses at the University.
- (c) The Student told Ms. Devereaux that his plans were to go to trade school and to maybe do a Masters in a few years.
- (d) The Student told Ms. Devereaux that whoever fixed his computer was not willing to communicate with him or his legal representative, so he was not sure what to do.

H. *Evidence of Talwinder Singh*

49. On September 16, 2022, Talwinder Singh affirmed an affidavit in connection with this

matter, which states:

1. I am a licensed mechanic at Doctor Auto Repair Service, which is located at 170 Glidden Rd, Brampton, ON L6VV 3L2 ("170 Glidden"). I have worked at Doctor Auto Repair Service since 2010. In 2017, Doctor Auto Repair Service relocated to 170 Glidden. As such, I have personal knowledge of the matters contained in this affidavit. Where my information is based on information and belief, I have stated the source of that information and that I believe it to be true.
2. Before 2017, 170 Glidden was a warehouse for a company called Valle Foam.
3. In or around 2017, 170 Glidden was repurposed into an auto mall with several different units. In 2017, Doctor Auto Repair Service relocated to 170 Glidden. Doctor Auto Repair Service was the first business to open in the new auto mall. Over the next few years, auto-repair services started to fill up the units in the auto mall. The east side of the building was purposed for car repair shops, and the west side of the building was purposed for truck repair shops.
4. I have worked consistently at Doctor Auto Repair Service at 170 Glidden from 2017 to the present. To the best of my knowledge, there has never been a store called "Canadian Electronics" or an electronics repair store at 170 Glidden.

[...]

51. The Student accepts the evidence of Mr. Singh as true, and waives his right under the *Rules of Practice and Procedure* to cross-examine Mr. Singh.

52. In 2001, the Ontario Ministry of the Environment granted Valle Foam, a plastics and foam company, a Certificate of Approval (Air) under the *Environmental Protection Act* for its warehouse located at 170 Glidden Rd, Brampton, ON.

[...]

54. The Student admits that there has not been a store called "Canadian Electronics" or an electronics repair store at 170 Glidden since at least 2001.

I. Admissions and acknowledgements

55. With respect to the BIO310 Charge (charge #1), the student acknowledges that:

- (a) Professor Abdalahad and Ms. Bersky submitted their report in good faith in

keeping with their duties under section C.I.(A) of the Code; and

(b) the Provost makes no admissions by withdrawing the BIO310 Charge.

56. With respect to the ARA412 Charges (charges #2-#4), the Student admits that:

(a) he knowingly represented as his own an idea or expression of an idea or work of another in the Assignment in ARA412, contrary to section B.I.1(d) of the *Code*;

(b) he knowingly obtained unauthorized assistance in connection with the Assignment he submitted in ARA412, contrary to section B.I.1(b) of the *Code*; and

(c) he knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in the Code in order to obtain academic credit or other academic advantage of any kind in connection with the Assignment that he submitted in ARA412, contrary to section B.I.3(b) of the *Code*.

57. With respect to the Invoice Charges (charges #5-6), the Student admits that:

(a) the Invoice is forged, altered, or falsified;

(b) the Invoice was a document or evidence required by the University; and

(c) the Student uttered, circulated or made use of the Invoice.

58. The Student denies that he committed the offences set out in charges #5 and #6.

Reasons for Decision on Charges #2-4

5. Following deliberations and based on the ASF and the JBD, the Panel concluded that charge #2 (as outlined in paragraph above, one of the ARA412 Charges) had been proven with clear and convincing evidence on a balance of probabilities and accepted the guilty plea of the Student in respect of that charge. Consequently, the Provost withdrew charges #3 and 4.

Reasons for Decision on Charges #5-6 (Majority)

6. In respect of charges #5 and 6 (the Invoice Charges), after carefully considering the evidence and arguments presented, a majority of the Panel (the Chair Sarah Whitmore and Professor Michael Saini, referred to herein as “the Majority”) concluded that charge #5 (as outlined

above, one of the Invoice Charges) had been proven with clear and convincing evidence on a balance of probabilities. In light of that conclusion, the Provost withdrew charge #6.

7. The following are the Majority's reasons for its decision finding the Student guilty of charge #5.

8. There are two elements in the offence set out in section B.I.1(a) of the Code: (1) that the Student made use of a forged, altered or falsified document or evidence required by the University, and (2) that the Student knew or ought to have known of the offence.

9. The Student admits the first element. He admits that the Invoice was forged, altered or falsified. He also admits that the Invoice was required by the University and that he made use of it in connection with the within academic discipline proceedings.

10. The Student sent the Invoice to Ms. Gorjup on February 2, 2021, the day after the First Dean's Designate meeting, in support of his position that he did not commit an academic offence in connection with the BIO310 Term Test. At the First Dean's Designate meeting, the Student explained that the Invoice would "prove that he got his computer fixed" inferring that his explanation about his inability to submit the Term Test was true.

11. The Student denies that he knew or reasonably ought to have known that the Invoice was forged, altered or falsified at the time that he submitted it to Ms. Gorjup on February 2, 2021.

12. The University is required to prove its case on a balance of probabilities based on clear and convincing evidence. The only issue in this case is whether the Student "knew" of the offence. It is well-established that knowledge does not have to be subjective, or actual knowledge, but can be established on an objective test of whether the student knew or ought to have known.

13. In the Majority's view, the Provost established on a balance of probabilities that the Student reasonably ought to have known that the Invoice was forged, altered or falsified when he submitted it to Ms. Gorjup on February 2, 2021.

14. The Student's evidence was that on May 15, 2020, the day he wrote the BIO310 Term Test, his laptop computer that he was using to complete the Test malfunctioned. After

corresponding with Professor Abdalahad throughout the morning of May 15, 2020, the Student testified that he “contacted a lot of friends” to find someone to assist him in fixing the laptop. The Student acknowledged that some of these messages were in writing but none were produced as evidence in this matter.

15. One of the Student’s friends, another University of Toronto student, who was according to the Student unwilling to provide evidence in this matter, volunteered to help him fix his laptop.

16. The Student testified that on May 15, 2020, his friend drove him to a parking plaza in Brampton where a computer technician met them. The technician then agreed to fix the Student’s laptop. The Student refuted the suggestion put to him in cross-examination that this was an odd way to have one’s computer fixed: “because of Covid, everything was locked down.” The Majority does not accept the inference in the Student’s evidence on this point that there was nothing odd or suspicious about the location of where this transaction took place. The inference defies common sense and is not supported in the evidence.

17. More importantly, the Student’s evidence did not explain why there was nothing odd or suspicious about where the transaction took place. The Student was unable to provide any details regarding the location of the parking plaza in Brampton (for example, whether the parking plaza was outside or adjacent to a computer repair shop), whether the same parking plaza where the laptop was dropped off was the site where the laptop was picked up, and only raised the existence of the parking plaza at the hearing but not in the Second Dean’s Designate meeting where he described the events of having his laptop fixed in detail.

18. The Student’s friend who assisted him in having his laptop repaired did not testify.

19. The Majority does not find that the Student was lying about the location of the transaction but refuses to accept the Student’s position that there was nothing “odd” about this location. This finding is relevant to the issue of what steps the Student ought to have taken to assess the authenticity of the Invoice.

20. The Student testified that when he met with the technician on May 15, 2020, he explained to the technician the difficulties he had had with his laptop earlier in the day. Although the technician did not know what the issue was, or what would be required to fix the laptop, the

technician agreed to fix the Student's laptop for \$271.20. The Student paid the technician the required amount of \$271.20 in cash.

21. The Student's evidence was that he explained to the technician that he would need a receipt for the transaction, because he might need to rely on it if one of his Professors asked for it. The Student also explained to the technician that a receipt was needed so "[he] could go back to get the laptop."

22. The technician refused to provide the Student with a receipt. Indeed, he advised the Student that no receipt would be issued. The Student pressed the technician for a receipt and said he might need it "to prove it to the professor [Professor Abdalahad] or if something happens."

23. No receipt was provided by the technician on May 15, 2020, after the Student paid the \$271.20 in cash. Nevertheless, the Student left his laptop with the technician. In cross-examination, the Student explained his willingness to leave his laptop without having received a receipt: "at that time I just wanted to get the test submitted and that was my only option."

24. Later that day, at 9:32pm, the Student sent an email to Professor Abdalahad providing additional information on the challenges he was having submitting the Test. Although he had already met with the technician, the Student did not explain to Professor Abdalahad that he was having his laptop fixed in an attempt to "get the test submitted."

25. On May 18, 2020, the Student received his laptop back. The Student's evidence was that his friend again drove him to retrieve the laptop. The Student testified that he could not recall whether the laptop was picked up in the same parking plaza in Brampton. He similarly could not recall whether he received the laptop back directly from the technician or whether his friend retrieved the laptop from the technician. However, the Student did recall, and his evidence was, that he received the Invoice that day. He could not recall whether he received the Invoice directly from the technician or whether his friend provided it to him.

26. The Student "did not look closely" at the Invoice when he received it on May 18, 2020. All he did was verify that the Invoice listed his own name and the amount that he paid.

27. The Student admits that the Invoice had a falsified business name, address and phone number. However, the Student's defence to the "knowing" element of the offence under section B.I.1(a) of the Code is that he simply did not know that the Invoice was forged, altered or falsified until the Second Dean's Designate meeting on October 25, 2021, when the false information on the Invoice was brought to his attention.

28. The Student's alternative position is that no reasonable person in his circumstances would have known that the Invoice was forged, altered or falsified when it was submitted to Ms. Gorjup on February 2, 2021. The Majority does not accept this position. The Majority finds that it is more likely than not that the Student reasonably ought to have known that the Invoice was forged, altered or falsified at the time he sent it to Ms. Gorjup in an effort to "prove that he got his computer fixed."

29. The Code penalizes not just intentional acts of forgery but also acts of forgery which result from unreasonable ignorance or reckless indifference. The University Tribunal's Appeal Division confirmed this principle in *University of Toronto and C.Z.*, (Case No. 512, July 27, 2006), in respect of the offence of plagiarism. The Majority finds that this principle applies equally to the forgery offences.

30. Where there are circumstances present for a student to reasonably believe that a document required by the University may be forged, altered or falsified, before submitting that document to the University, a student should take steps to assess the authenticity of the document. Holding otherwise would gut the "knowing" element of the forgery offences, because students could blindly submit documents to the University without considering their authenticity and face no consequences under the Code. Such a result would undermine a purpose of the forgery offences which is to foster and support the integrity of the University community.

31. As a threshold matter, the Student seemed to accept that he was required to take *some* steps to verify the authenticity of the Invoice before submitting it to the University. His evidence was that he requested the Invoice, in part, to "prove" his version of events relating to the BIO310 Term Test. When he received the Invoice, in those circumstances, his evidence was that he confirmed that the Invoice listed his name and the amount that he paid. The Student's position is that those confirmations were sufficient to discharge any responsibility he had to assess the authenticity of the Invoice before using it to defend himself in academic discipline proceedings.

While the Majority disagrees that the Student discharged his onus in that regard, the Student's position supports the Majority's view that some level of assessment of the authenticity of the Invoice was required by the Student. This level of assessment will necessarily vary in the circumstances of each case.

32. By the time the Student submitted the Invoice to Ms. Gorjup on February 2, 2021, he knew that an academic discipline matter relating to the BIO310 Term Test was ongoing. He was told that his review of the Code was mandatory before he attended the First Dean's Designate meeting. The Student proactively raised the existence of the Invoice at that meeting on February 1, 2021, to defend himself. When he then submitted the Invoice to Ms. Gorjup the next day, he intended the University to rely on the Invoice as proof that he did not commit an offence relating to the BIO310 Term Test. He knew and understood how and why the University would be relying on the Invoice.

33. In addition, more than eight months had passed since the Student had received the Invoice when he submitted it to Ms. Gorjup on February 2, 2021. There was accordingly no time pressure that would mitigate his responsibility to assess the authenticity of the Invoice before he submitted it.

34. The Student did not need to be certain of the authenticity of the Invoice when he chose to submit it to the University, but he also could not be recklessly indifferent to its authenticity, which the Majority finds that he was. He took no steps to confirm any aspect of the Invoice's authenticity, other than the fact that the Invoice listed his name and the amount he had paid. These steps were insufficient in the circumstances of where, when, and how the Student received the Invoice.

35. First, the entire transaction of arranging to have the Student's laptop fixed occurred in a parking plaza in Brampton. There was no suggestion from the Student that the parking plaza was outside a computer or electronics repair shop. Although the Covid-19 pandemic was in its early days in May 2020, and stores were closed, the location of the transaction is one that would have raised a reasonable person's suspicions. Many retail locations were operating outside their storefronts.

36. Second, the Invoice was only provided after the laptop was returned to the Student and not when he paid cash for the technician's services. This is unusual and while the Student testified

that “he does not know very much about receipts,” the timing of when the Invoice was provided would have raised a reasonable person’s suspicions. This is particularly true when combined with the location of where the transaction occurred and the fact that the Student told the technician he might need to rely on the receipt in the future. That the technician did not want to provide a receipt knowing that it could be relied on (or inspected) in the future is reasonably concerning.

37. Third, the Student received the Invoice after having initially been told by the technician that no receipt would be provided. Again, this would have raised a reasonable person’s suspicions.

38. In all of these suspicious circumstances, and aware that the University required the Invoice as part of the academic discipline proceedings, a reasonable person would have taken some additional steps beyond verifying the name and amount on the Invoice to assess whether the Invoice was authentic.

39. In particular, given the technician’s reluctance to provide a receipt, a reasonable person would have considered the possibility that the technician may have had a motive to falsify the Invoice and thus would have assessed more than simply the name and amount paid. Indeed, the Student’s counsel advanced the possibility that the technician forged the Invoice in support of the position that the Student did not directly forge the Invoice himself.

40. There was no evidence to explain why the technician ultimately provided the Invoice (or how the Invoice was ultimately generated) despite the technician’s initial reluctance to provide a receipt. As a result, there was no evidence explaining why the Student might not need to be as concerned about the authenticity of the Invoice before he submitted it to the University. For example, had the Student provided a credible explanation for how the Invoice was generated and why the technician ultimately relented on the refusal to provide a receipt, the Student’s position that a reasonable person would not have taken any step other than verifying his name and the amount paid might have been accepted. However, without any such evidence there was no basis to mitigate the possibility that the technician may have been motivated to falsify the Invoice, a fact the Student ought to have assessed before submitting the Invoice to the University.

41. Steps that the Student reasonably ought to have taken to meet the level of diligence required to avoid a forgery offence under the Code in these circumstances may have included:

asking his friend who coordinated the meeting with the technician if the Invoice listed the correct business name or business address, conducting an internet search for the business name (or any of the other contact information) listed on the Invoice, inquiring why the Invoice was ultimately provided notwithstanding the technician's initial reluctance, and so on. None of these steps would have been onerous but any one of them would have demonstrated the required level of responsibility for the Student's decision to rely on the Invoice that would be reasonable in the circumstances.

42. The Majority reached its conclusions on charge #5 without receiving any evidence that definitively establishes how the Invoice was forged, falsified or altered. On this issue, Assistant Discipline Counsel pointed to two decisions of this Tribunal, *University of Toronto and Ms. B.* (Case No. 2003/04-1, April 7, 2004) and *University of Toronto and G.L.* (Case No. 1262, February 22, 2022). In his submission, these two decisions demonstrate that the Provost is not required to definitively prove the method by which a student has committed an offence under the Code so long as the required element of the offence is made out. The Majority accepts that position.

43. Finally, the Student gave evidence about his mental and physical well-being at the time of the Term Test and into 2021. He also produced medical documents. However, the Student agreed that these documents were not being introduced for the truth of their contents.

44. At the Second Dean's Designate meeting, the Student stated he had experienced medical issues since the beginning of 2020 that affected his lifestyle, his ability to study, and his ability to complete the ARA412 Assignment.

45. While the Student initially intended to call an expert witness to give expert evidence relating to his medical condition and symptoms at the relevant times, he did not do so (even after an adjournment was granted to permit time for this evidence to be produced).

46. The Student's evidence about his symptoms was that he suffered gastrointestinal pain, challenges with memory, and impacts to his ability to study and his lifestyle.

47. None of his symptoms appear to mitigate the Student's responsibility to assess the authenticity of the Invoice before submitting it to the University on February 2, 2021. Nor was any argument made by the Student that a causal link existed between his symptoms and the Invoice

Charges. Indeed, even at the time of the First Dean's Designate meeting on February 1, 2021, the Student raised his medical conditions as relevant to "his ability to complete the ARA412 assignment" but did not raise a concern regarding the BIO310 Term Test. The Student's evidence about his medical conditions is therefore not relevant to the Invoice Charges.

48. In any event, even if the evidence relating to the Student's health was relevant, the Majority accorded it minimal weight. The Student could have called an expert witness but did not. His own evidence is not credible admissible opinion evidence relating to the medical conditions he may have been experiencing nor were the medical documents tendered for the truth of their contents.

49. In this case, the Student admits that the Invoice was forged, altered or falsified. The Majority has also found that the Student ought to have known that that was the case when he submitted the Invoice to Ms. Gorjup on February 2, 2021, in connection with academic discipline proceedings relating to the BIO310 Term Test. As a result, the two elements of the offence of section B.I.1(a) of the Code are made out and for that reason the Majority finds the Student guilty of charge #5.

Reasons for Decision on Charges #5-6 (Dissent)

50. Panel Member Miranda-Radbord dissented. These are his reasons.

51. This case has alarming implications for individuals who will find themselves before this Tribunal in the future. In returning a guilty verdict on the forgery charge, respectfully, I find my colleagues have set too high a standard for what students ought to know about the documents they submit.

52. The Majority and I agree that the University did not establish on clear and convincing evidence that the Student knew that the Invoice was forged, falsified or altered when he submitted it to the University. I parted ways with the Majority on the question of whether the Student *ought to have known* that the Invoice was forged, falsified or altered.

The Invoice

53. I respectfully disagree with my colleagues that failing to verify the phone number, business name, and address was “reckless indifference.”

54. *Prima facie*, there was no indication to the Student that anything about the invoice might be amiss when he received it. The purpose of invoices is to indicate what service was provided and how much is owed. The Student inspected the invoice and found that it reflected that a repair had taken place and accurately stated how much he had paid. He had no reason to suspect that, while the most crucial elements of the invoice were accurate, its less significant aspects were not.

55. The address and the phone number would appear to the reasonable person to be those of the technician. The phone number had an area code from the Greater Toronto Area. The address is of a location in Brampton, the city where the Student received the repair. Both the phone number and address are properly formatted.

56. Receiving an Invoice from an organization that branded itself “Canadian Electronics”, whether or not it was operating within the constraints of the law, was sufficient cause for the Student to believe it was legitimate. While the enterprise’s lack of an internet presence or HST number suggests that it is an illicit operation, there is no evidence on the Invoice to indicate and no clear way for the Student to verify that the technician the Student encountered did not, for whatever reason, label his enterprise “Canadian Electronics”.

The Transaction

57. My colleagues find that both the location of the transaction and the technician’s initial refusal to provide an invoice ought to have given the Student increased pause and raised the degree of scrutiny with which he examined the document.

58. Respectfully, it is unclear what a normal or non-suspicious transaction could have looked like in May 2020. To the extent that businesses either closed or adopted novel techniques for staying open – including through providing services outdoors – what may have been an atypical interaction before the pandemic could reasonably be assumed to be the result of lockdown measures implemented by the provincial government.

59. The Student was introduced to the technician by a trusted friend who recounted that the technician had successfully repaired a device of his before. If not *lowering* the degree of scrutiny with which the Student ought to have regarded the invoice, this at least mitigates the unusualness of the interaction.

60. The Student testified, and the University does not contest, that he “does not know very much about receipts”. The unique circumstances caused by the pandemic aside, abnormalities or possible “red flags” in both the exchange and the invoice itself would not be as apparent to him as those with more knowledge. The University failed to prove why the Student reasonably ought to have applied a higher standard of commercial judgment.

Conclusion

61. Students, most often young people, navigate the world independently for the first time. The demands of family, finances, and academics already weigh heavily on them. With this decision, my colleagues in the majority also ask of students’ constant vigilance: that even superficial, inaccurate details on a document they submit may be enough to seriously compromise their education.

62. Respectfully, for this tribunal to expect students to fact-check every line of every document they submit to the University sets a dangerous and unjust precedent. To the extent that students submit documents that reasonably appear to them to be legitimate, they should not be held accountable for deception or even error on the part of the document’s creators.

Reasons for Decision on Penalty

63. The University and the Student submitted an Agreed Statement of Facts on Penalty (the “ASFP”), which was marked as Exhibit 4, and a Joint Submission on Penalty (the “JSP”). In the JSP, the parties submitted that the Tribunal should impose the following sanctions on the Student:

- a) a final grade of zero in ARA412;
- b) a five-year suspension from the University of Toronto, commencing on July 25, 2023; and

- c) a notation of the sanction on the Student's academic record and transcript for a period of six years or until graduation, whichever comes first, beginning on July 25, 2023, the date of the Tribunal's Order.

64. The parties also submitted that this case shall be reported to the Provost for publication of a notice of the decision of the Tribunal and the sanctions imposed, with the name of the Student withheld. The name of the Student shall be listed as "M.S."

65. Counsel for the University provided submissions on the high threshold required for a Tribunal to deviate from a joint submission on penalty. As set out in the Discipline Appeals Board decision in *The University of Toronto and M. A.* (Case No. 837, December 22, 2016), a joint submission on penalty "may be rejected by a panel only in circumstances where to give effect to it would be contrary to the public interest or would bring the administration of justice into disrepute" (para 25).

66. In the Panel's view, the joint submission in this case is reasonable. In particular, the Panel took into consideration the seriousness of the offences and the fact that the offences were not the Student's first offences. The Panel also noted the likelihood that the Student may commit another offence and the seriousness of the forgery offence.

67. As reflected in the ASFP and JSP, the Student had previously been sanctioned for two prior plagiarism offences: one in Fall 2017 and the second in Summer 2018. The timing of these prior offences is relevant and concerning as the Student had been sanctioned prior to committing the offences at issue in this matter. This suggests that the Student's likelihood of committing a further offence is serious and must be factored into the penalty.

68. Forgery and plagiarism offences are on the most serious end of the spectrum of Code offences because these offences are a breach of the University's trust relationship with its students.

69. However, the Panel also considered certain mitigating factors relating to the plagiarism offence. The Student cooperated in the process and entered into the ASF and JSP, thereby showing insight and remorse. Moreover, the Student voluntarily gave an undertaking to attend academic workshops, demonstrating his desire to rehabilitate his academic career at the

University. The Panel also noted that although the Code makes clear that plagiarism is a serious offence, in this case, the plagiarism was in respect of two sentences in a 1% assignment.

70. There were no mitigating factors relating to the forgery offence. The Student did not cooperate on the forgery charge and therefore, the University was required to expend significant resources investigating the charge and prosecuting it.

71. Having regard to the above, and based on its review of similar cases presented by counsel, the Panel agreed that the recommended sanctions are appropriate in the circumstances and made the following order:

1. The Student is guilty of:
 - (a) knowingly representing as his own an idea or expression of an idea or work of another in a writing assignment he submitted in ARA412Y5Y (“ARA412”), contrary to section B.I.1(d) of the Code; and
 - (b) 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 or evidence, namely, a document purporting to be an invoice from “Canadian Electronics” dated May 15, 2020, which he submitted as evidence in connection with the academic discipline proceeding involving BIO310, contrary to section B.I.1(a) of the Code.

2. The following sanctions shall be imposed on the Student:
 - (a) a final grade of zero in ARA412;
 - (b) a five-year suspension from the University of Toronto, commencing on July 25, 2023; and
 - (c) a notation of the sanction on the Student’s academic record and transcript for a period of six years or until graduation, whichever comes first,

beginning on July 25, 2023, the date of the Tribunal's Order.

3. This case shall be reported to the Provost for publication of a notice of the decision of the Tribunal and the sanctions imposed, with the name of the Student withheld. The name of the Student shall be listed as "M.S."

Dated at Toronto, this 23rd day of October, 2023,

Original signed by:

Sarah Whitmore, Chair
On behalf of the Panel