

**THE UNIVERSITY TRIBUNAL
THE UNIVERSITY OF TORONTO**

IN THE MATTER OF charges of academic dishonesty filed on January 25, 2024
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 amended
S.O. 1978, c. 88

BETWEEN:

UNIVERSITY OF TORONTO

- and -

E [REDACTED] U [REDACTED] A [REDACTED]

REASONS FOR DECISION ON FINDING

Hearing Date: February 21, 2025, in person

Members of the Panel:

Andrew Bernstein, Chair
Professor Zoraida Beekhoo, Faculty Panel Member
Alwin Xie, Student Panel Member

Appearances:

Tina Lie, Assistant Discipline Counsel, Paliare Roland Rosenberg Rothstein LLP
Chloe Hendrie, Assistant Discipline Counsel, Paliare Roland Rosenberg Rothstein LLP
Sharon Yeboah, Counsel for the Student, GAB Law Firm
Gary Bennett, Co-Counsel for the Student, GAB Law Firm

Hearing Secretary:

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

In Attendance:

E [REDACTED] U [REDACTED] A [REDACTED]

Overview

1. On February 21, 2025, this Panel of the University Tribunal held a hearing to consider the charges brought by the University of Toronto (the “University”) against E █████ U █████ A █████ (the “Student”) under the *Code of Behaviour on Academic Matters, 2019* (the “Code”).
2. This is a sad case. After a series of misfortunes, the Student found herself in a desperate situation, and did something ill-advised and, ultimately, dishonest. This was a bad choice. But the Panel has some sympathy about the circumstances. Moreover, unlike many other situations this Tribunal sees, this is not a case where the Student sought an academic advantage through cheating. Thus, while we find the Student to be responsible for the charge of forgery, we recognize the extenuating circumstances. We have more to say about this in the conclusion.

Charges

3. The charges against the Student are as follows:
 1. On or about March 9, 2023, you knowingly forged or in any other way altered or falsified an academic record, or uttered, circulated or made use of such forged, altered or falsified record, namely, a letter on University of Toronto Ontario Institute for Studies in Education (“OISE”) letterhead dated March 9, 2023, purportedly authored and signed by Heather Haslett, Registration Specialist, Office of the Registrar of OISE, which you submitted in support of a rental application, contrary to Section B.I.3(a) of the Code.
 2. In the alternative, on or about March 9, 2023, you knowingly engaged in a form of cheating, academic dishonesty or misconduct, fraud or misrepresentation not otherwise described in order to obtain academic credit or other academic advantage of any kind, by submitting a forged, altered or falsified document, namely, a letter on University of Toronto OISE letterhead dated March 9, 2023, purportedly authored and signed by Heather Haslett, Registration Specialist, Office of the Registrar of OISE, contrary to Section B.I.3(b) of the Code.
4. At the hearing, Assistant Discipline Counsel advised that the Provost would not proceed with the second charge. We therefore only consider the first charge. However, the second charge is

relevant to an argument on construction that arose between the parties. We will return to this in the analysis section.

Background and Facts

5. The Student was in the School of Graduate Studies, at the Ontario Institute for Studies in Education (“OISE”), from Winter 2021 to Summer of 2022. Although the record is somewhat unclear, we understand that her studies were interrupted by the combination of the COVID-19 pandemic and the Student’s former husband being diagnosed with cancer. She ultimately returned to Canada and completed her studies in April 2024. She has completed all the relevant course work. But she has been unable to receive her diploma because of the academic discipline proceedings that are the subject of this decision.
6. The Student ordinarily resides in Nigeria and is therefore an international student. She has a daughter, currently eight years old, who suffers from sickle cell disease. As we understand it, she left Canada for some period after completing a term in the summer of 2022. She arrived back in Canada in March 2023, functioning as a single parent to her daughter.
7. When the Student arrived back in Canada, she had a tuition balance owing to the University of approximately \$10,000 for a semester of classes that she had enrolled in but not completed (presumably the fall of 2022). We were not provided information with why she did not complete the semester. In particular, there is some ambiguity as to whether she was deregistered for non-payment, or whether her studies were interrupted, she did not pay her tuition, and was deregistered. This is not a crucial question for the purposes of this case.
8. In January 2023 (i.e., two months before arriving in Canada), the Student reached out to the Family Care Office and tried to obtain housing and some assistance with school placement for her daughter. She was advised that she could not be provided with housing because she was a final year student. She testified that this was a result of anti-Black racism at the University level because she understood that white students in the same circumstances received housing. We have no basis to either accept or reject that assertion, and the University did not have a chance to refute it in the finding of offence stage. We therefore say nothing further about it

except that it is a serious allegation for a student to make against the University, and one that should be backed up by more facts than were present in her affidavit.

9. As a result, when she arrived in Canada in March 2023, she still had no housing. She therefore made temporary housing accommodation arrangements through an acquaintance, while she looked for a more permanent solution. Through this time, her then six-year old daughter was struggling with her health and required hospitalization. This made the Student's efforts to look for housing particularly difficult. She also owed money to the University, and was aware she could not enroll until the school gave her permission, which (she understood) required her to pay all or a substantial part of her tuition debt. She was therefore also looking for a source of financing, which was challenging as an international student. She checked in with the University to receive assistance in both housing and financing. The University provided her with links to sources of financing.
10. The Student spoke to the Registrar's Office and Student Experience ("ROSE") on at least two occasions, and requested an updated letter of admission so she could provide it to financing and housing providers. She explained to ROSE that her existing letter of admission indicated that she was expected to complete her program by December 2022, and so she could not use it to confirm her enrollment for either finance companies or housing. ROSE advised that they did not provide updated letters of admission, but that she could obtain a letter of enrollment. The Student was left with the impression that ROSE was going to provide such a letter, as she continued to try to reach ROSE to ask for it. This was an error, as a letter of enrollment is available through an internet portal, and not by asking ROSE. But the Student was left with the misimpression that she would receive the letter from ROSE. This may have been the result of ROSE's communications, or it may have been the result of the Student misunderstanding what ROSE told her. We do not have enough information to tell. In any event, it does not matter as what happened next cannot be justified (as opposed to explained) on the basis that the Student was waiting for a letter that did not come.
11. The Student's temporary housing arrangements were coming to an end. She was very desperate to find housing. She found potential housing, but the prospective lessor required confirmation of her enrollment before it would enter into a lease. At this point, the Student was fully

expecting to be enrolled for the summer 2023 term. But she could not enroll until she paid her debt to the University. It also appears that if she had asked for a letter of enrollment through the portal, she would not have received it, as the University’s policy appears to suggest that it would not typically provide a letter of enrollment to a student with a tuition debt. The Student therefore took a previous letter of enrollment she had in MS Word format, and changed the dates. In other words, she falsified the letter. She testified that she did so because she was desperate to ensure that she and her daughter had housing. She recognized very soon after, and since that time, that her conduct was wrong.

12. The prospective lessor sent the forged letter to the University and asked them to authenticate it. That is how the University found out about the forged letter. There was then a progressive discipline process including discussions with the Director of Student Experience at OISE and the Dean’s Designate. She admitted to both the Director of Student Experience and the Dean’s Designate that she had changed the dates on her letter, and explained why. Although she has no prior disciplinary history, and there were considerable extenuating circumstances, the Dean’s Designate decided to refer this matter to the Provost.
13. Ultimately, the Student enrolled and completed her coursework in April of 2024. She has been unable to graduate pending the outstanding charges.
14. The Student testified *viva voce* and in person, including being cross-examined by Assistant Discipline Counsel. She came across as honest and sympathetic. She knows she made a mistake, but reiterated that she did not believe she had any choices, lest she and her daughter end up homeless. She made a point of noting that now that she has been in Canada longer, she recognizes she could have gone to a shelter. But at the time they had come from “40 degrees at home to a Canadian Winter” and she was terrified as to what would happen if she and her daughter had nowhere to go. The Panel would remark that having an international student with a sick daughter end up in a shelter is a highly undesirable result, and although we do not condone dishonesty, it is hard to say with any confidence that it would have been preferable to what occurred. But she did not even realize that the option existed.

Analysis

15. As indicated above, the charge that the Provost is proceeding under is section B.I.3(a) of the Code. It states:

3. It shall be an offence for a faculty member and student alike knowingly:

(a) to forge or in any other way alter or falsify any academic record, or to utter, circulate or make use of any such forged, altered or falsified record, whether the record be in print or electronic form;

16. The parties agree that there are three elements of the offence. They differ on the second and third element, and whether they are met. We describe the elements, and the disputes, below.

17. First, the individual must forge, alter or falsify a document, or utter, circulate or make use of forged, altered or falsified record. No one contests what this element means. No one contests that the Student did this by changing the dates of the letter of enrollment and sending it to the prospective lessor.

18. Second, the record affected must be an “academic record.” The Student argues that the letter of enrollment is not an academic record. The Provost disagrees. For reasons explained below, we agree with the Provost’s construction of this requirement, and conclude that the letter of enrollment is an academic record.

19. Third, the individual must do so “knowingly.” According to the Code, “[w]herever in this Code an offence is described as depending on “knowing”, the offence shall likewise be deemed to have been committed if the person ought reasonably to have known.” In this case, little turns on the distinction between “knowing” and “ought reasonably to have known.” The Student admits she intentionally changed the letter. However, her argument is that the requirement of “knowing” means that there must be a specific intention to use the forged letter to obtain an academic advantage. The Provost argues that the requirement is simply that the Student intend to falsify (etc.) as specified in the first element. Again, we agree with the Provost, and conclude that the Student knowingly falsified the academic record.

20. Since the first element is conceded, we turn to the second and third elements.

Academic Record

21. Appendix “A” of the Code specifies that “academic record” includes any record or document included within the definition of the "official student academic record" contained in the University’s Policy on Access to Student Academic Records, as amended from time to time, and any other record or document of the University or of another educational institution, and any library or any other identity or identification card or certificate, used, submitted or to be submitted for the purposes of the University.
22. The Provost submits that there are two types of documents that fall under this definition. First, “any record or document contained within the definition of the official student academic record contained in the University’s Policy on Access to Student Academic Records” and second “any other record or document of the University or of another educational institution, and any library or any other identity or identification card or certificate used, submitted or to be submitted for the purposes of the University.”
23. The Student argues that the phrase “used, submitted or to be submitted for the purposes of the University” limits the entire paragraph and that no record that does not meet that criteria can fall within the definition of “academic record”. We conclude that, as a matter of text, context and purpose, the Student’s proposed construction is overly strained. Textually, the “and” after “as amended from time to time” divides the sentence into two categories and there is no indication that the limiting clause is intended to refer to the first category. Contextually, there is a limited set of records that are included within the definition of “official student academic record contained in the University’s Policy on Access to Student Academic Records” and there is no reason why they would need to be “used, submitted or to be submitted for the purposes of the University” to qualify as academic records. On the other hand, the scope of the second category of document (“any other record or document of the University or of another educational institution”) would be overly broad if it was not so limited. Purposively, the offence should capture conduct that endangers the University’s reputation with third parties or other institutions, and so the limiting language makes no sense as it would apply to all documents. Thus, we agree with the Provost’s proposed interpretation of the phrase “official

student academic record” contained in the University’s Policy on Access to Student Academic Records.

24. The question is therefore whether the letter of enrollment falls within either of these two categories. In our view, it falls within the first category as it is part of the official student academic record.. The University’s Policy on Access to Student Academic Records (now called “Guidelines Concerning Access to Official Student Academic Records) provides the following definition:

2. Definition of the official student academic record

These guidelines pertain to student personal and academic information regardless of where, and in what medium, the information resides. The official student academic record consists of the following information relating to a student's admission to and academic performance at the University of Toronto:

(a) Permanent information

...

2) Academic information such as degree name, specializations, results for each course attempted and registration status by academic term.

3) Academic progression decisions (or academic standing)

25. The falsified letter of enrollment states the following:

This is to certify that [the Student] is enrolled and registered as a full-time student from May 5, 2023 to the end of August 2023 in the MEd Educational Leadership program in the Department of Leadership, Higher and Adult Education.

26. This provides degree name, registration status, and academic standing. It therefore falls squarely into the definition in the University’s Policy on Access to Student Academic Records.

27. The Provost took us to a number of authorities, including, most notably, the *University of Toronto and H.A.* (Case No. 1011, October 7, 2019) decision, which concludes that a letter of enrollment falls into the second category because it serves an important university purpose, even if it is not “used, submitted or to be submitted for the purposes of the University.” The Student submitted that the decision is incorrect. We do not consider it necessary to decide about the second category. Similarly, the Student provided an excerpt from a Bulletin from the

School of Continuing Studies, which provides a slightly different definition of “Official Academic Records,” into which it is less apparent that the letter of enrollment falls. We do not find this of assistance, since it is not incorporated by reference into the Code, unlike the University’s Policy on Access to Student Academic Records, and applies only to the School of Continuing Studies, which is not relevant to this matter.

Knowingly

27. The offence has a mental element: “knowingly.” But the meaning of the mental element is contested. The Provost submits that it requires that the Student has to know that she falsified the academic record. The Student says that this is insufficient; it requires that she specifically intend to gain an academic advantage. The Student did not point to any authorities or any language in the Code to support her argument. The Student is arguing that the offence is one of specific intent (i.e., an intent to achieve a particular result). But the language of section B.I.3(a) – the section at issue – suggests the offence is one of general intent (i.e., intent to commit the prohibited act). We would contrast it with section B.I.3(b) – the alternate charge ultimately dropped by the Provost – which specifically requires that the individual engage in falsification “in order to obtain academic credit or other academic advantage of any kind.” Section B.I.3(a) does not have this requirement, and we see no reason to import it.
28. Since the Student admitted she intentionally falsified the letter of enrollment, and that is what this element requires, the requirement of “knowingly” is met.

Conclusion

29. The Student’s conduct meets all three elements of the offence. She therefore committed it. But we would be remiss if we did not make a few closing remarks.
30. Whatever penalty is ultimately imposed on her, these proceedings have (in the Student’s words) changed the course of her life. Counsel advised that the Student’s inability to graduate meant that she had to forego a scholarship to complete her Ph.D., and that she has been stuck in Canada, unable to work, since finishing her course work. This is very unfortunate.

31. The Student is a first-time offender with a stellar academic record, and whom the Dean’s Designate described in his testimony as a “wonderful person.” She sought no academic advantage from her act of dishonesty, which was done in desperation for a lack of housing. The desperation does not justify the offence, but it explains why she chose to commit it.
32. Under the circumstances, the Panel wonders why this was not dealt with at the Divisional level. The Dean’s Designate explained that it is because the Code recommends referral to the Provost in cases of forgery. We reproduce that section of the Code below (emphasis added).

5. The Provost recommends that divisions **normally** refer cases to the Provost to consider **whether or not to file a charge under the Code** where a student:

(d) has forged or falsified, or circulated a forged or falsified academic record;

33. In addition to the word “normally,” there is discretion for extenuating circumstances. The same section of the Code states (emphasis added):

However, where the **division representatives conclude that, despite the matter falling within one of the above categories, there are extenuating circumstances such that the division believes it is appropriate to impose a divisional sanction rather than refer the case to the Provost, the dean’s designate may choose to impose an appropriate sanction within the divisional sanctioning authority.**

34. This strikes us as an obvious case of extenuating circumstances, and we are unclear why that was not taken into account at the Divisional level, so the Student could graduate in a timely way. The offence occurred a year before the Student finished her studies. The meeting with the Dean’s Designate occurred in August of 2023. The Student has lived with this offence over her head since that time, first during her studies and, since April 2024, delayed her graduation.
35. We do not resile from our conclusion that the Student committed the offence. We reserve on the question of penalty but, subject to hearing further evidence or submissions, reiterate our strong impression that we consider the circumstances on the far end of extenuating. We therefore encourage the Provost’s office to reflect carefully on why and how this has dragged out so long, with such an adverse effect for the Student. Since the penalty stage still needs to be heard, we encourage the Provost’s office to consider a joint submission on penalty that

enables the Student to graduate immediately, and move on with her life without further consequence. The delay on her graduation imposed by these proceedings alone appears (as a matter of first impression, and subject to hearing further submissions and evidence) to be vastly disproportionate to the offence. Every day this situation continues exacerbates this apparent disproportionality. If a penalty stage occurs, we may be disabused of our impression of disproportionality with further evidence and submissions. Certainly, we are keeping an open mind. But we sincerely hope that is not necessary, and some resolution can be reached expeditiously.

DATED at Toronto on this 7th day of March 2025.

Original signed by:

Andrew Bernstein, Chair

On behalf of the Panel