



**Order under Section 21.2 of the  
Statutory Powers Procedure Act and the  
Residential Tenancies Act, 2006**

**Citation:** Gallupe v Vandor, 2026 ONLTB 7342

**Date:** 2026-02-24

**File Number:** LTB-T-016112-24-RV

**In the matter of:** 4036 LAKESHORE ROAD  
BEAMSVILLE ON L0R1B1

**Between:** Bonnie Gallupe Tenants  
Mark Gallupe

**And**

Frank Vandor Landlords  
Heidi Vandor

**And**

Kalvinder Singh Purchaser

**Review Order**

Bonnie Gallupe and Mark Gallupe (the 'Tenants') applied for an order determining that Frank Vandor, Heidi Vandor (the 'Landlords') and Kalvinder Singh (the 'Purchaser') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-016112-24 issued on December 8, 2025.

On December 19, 2025, the Purchaser requested a review of the order and that the order be stayed until the request to review the order is resolved. The Purchaser alleged that he was not reasonably able to participate in the proceeding.

On December 19, 2025, interim order LTB-T-016112-24-RV-IN was issued, staying the order issued on December 8, 2025.

This application was heard by videoconference on January 20, 2026. The Tenants, the Tenants' Legal Representative, J. Priestley, the Purchaser's Legal Representative, J. Unny, and the Purchaser attended the hearing. The Landlords were absent from the hearing.

**Preliminary Issue:**

1. Although not claimed in the review request, the Purchaser stated that the LTB lacked the jurisdiction to issue order LTB-T-016112-24 because the application was filed out of time.

2. This application was filed pursuant to section 57 (1) of the *Residential Tenancies Act, 2006*. Section 57 (2) of the Act states that no application may be made under subsection (1) more than one year after the former tenant vacated the rental unit. This application was filed on February 26, 2024.
3. While the Purchaser argued that the Tenants vacated the rental unit on February 1, 2023, the Tenants stated that they vacated the rental unit on February 28, 2023. The Purchaser relied on the part of the application in which the Tenants state that they vacated the rental unit on February 1, 2023, and '*... by the end of January 2023*'. The Purchaser also testified that they attended the unit on March 1, 2023, to change the locks.
4. The Tenants, who secured a new unit on February 1, 2023, stated that on or before February 28, 2023, they sent a text message to the Landlord informing him that the keys to the rental unit would be on a countertop.
5. The parties agreed that order LTB-L-016754-22 issued on November 8, 2022, terminated the tenancy on March 31, 2023.
6. After considering the submissions of the parties, I find on a balance of probabilities that the Tenants vacated the rental unit on February 28, 2024. The Purchaser rightly questioned the discrepancy between the dates provided by the Tenants in the application and the date provided at the hearing. However, as shown in the order, the Tenants informed the LTB that they vacated the rental unit on February 28, 2024.
7. In addition, order LTB-L-016754-22 ended the tenancy on March 31, 2024, hence even though the Tenants had secured alternative accommodation, they were entitled to occupy the unit until that date. The Purchaser visited the unit on March 1, 2024, to change the locks. I find it more likely than not that he did so because he was informed on February 28, 2024, that the Tenants had vacated the rental unit.
8. Therefore, I am satisfied that the application was filed within a year of the tenancy ending on February 28, 2024.

#### **Determinations:**

1. The Purchaser alleged that he was not reasonably able to participate in the original proceeding of October 27, 2025, which resulted in the order granting the Tenants request for monetary compensation because they received a notice of termination in bad faith.
2. In support of the request, the Purchaser testified that he received the Notice of Hearing via email but did not attend the hearing because he had a severe flu on the date of the hearing and had taken over-the-counter medications.
3. The Purchaser provided a letter from his doctor dated December 10, 2025 as evidence. The doctor states that the Purchaser '*... had a telephone consultation today. He informed (sic) that he was not feeling well and was unable to appear in court Oct 27/2025 due to medical reasons*'. The Purchaser further stated that he contacted the doctor prior to October 27, 2025, and took the medications because he could not reach the doctor.

4. The Tenants opposed the Purchaser's request because they did not believe that he was ill and argued that the letter from the doctor, obtained two days after the order was issued, was not sufficient prove that the Purchaser was sick on the hearing date.
5. The Landlord and Tenant Board Interpretation Guideline 8 states that "*The LTB will only exercise its discretion to grant a review when it is satisfied the order contains a serious error, a serious error occurred in the proceeding, or the requestor was not reasonably able to participate in the proceeding*".
6. Going by the evidence, I am not satisfied on a balance of probabilities that the Purchaser was not reasonably able to participate in the proceeding. The Purchaser provided no evidence in writing to substantiate the claim that he was sick on the date of the hearing. The doctor's letter, obtained over a month after he missed the hearing simply repeats what he told the doctor and shows no indication that their office was contacted by the Purchaser on or before October 27, 2025.
7. Secondly, the Purchaser received a copy of the Notice of Hearing which clearly states that if he did not attend the hearing or send a representative, the LTB can hold the hearing without him and make a decision based on what is claimed by the Tenants. Despite this, the Purchaser did not contact the LTB, the Tenants, or the Landlords to state that he was ill and unable to attend the hearing or send someone to obtain an adjournment. In the days, weeks and at least a month following the hearing, the Purchaser took no steps to explain his absence from the hearing. Only on receipt of the order on December 8, 2025, did he obtain the letter from his doctor and subsequently file a review of the order. I do not find the Purchaser's actions that of a person who was interested in participating in the proceeding.
8. On the basis of the submissions made in the request, I am not satisfied that that the Purchaser was not reasonably able to participate in the proceeding.

**It is ordered that:**

1. The request to review order LTB-T-016112-24 issued on December 8, 2025, is denied. The order is confirmed and remains unchanged.
2. The interim order issued on December 19, 2025, is cancelled. The stay of order LTB-T-016112-24 is lifted immediately.

**February 24, 2026**  
**Date Issued**

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Jitewa Edu  
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor  
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If you have any questions about this order, call 416-645-8080 or toll free at 1-888-332-3234.