



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

Citation: Bakestani v Gehi, 2026 ONLTB 46668

Date: 2026-06-11

File Number: LTB-T-072194-23-RV

In the matter of: 1402, 388 PRINCE OF WALES DR
MISSISSAUGA ON L5B0A1

Between: Antoinette Bakestani Tenant

And

Vinod Arjun Gehi Landlord

Review Order

Antoinette Bakestani (the 'Tenant') applied for an order determining that Vinod Arjun Gehi (the 'Landlord') gave a notice of termination in bad faith.

This application was resolved by order LTB-T-072194-23 issued on May 4, 2026.

On June 4, 2026, the Tenant requested a review of the order.

A preliminary review of the review request was completed without a hearing.

Determinations:

The Request to Extend Time

1. The matter was heard on September 29, 2026, February 9, 2026 and April 27, 2026. The order was issued on May 4, 2026. The deadline to file the review request was June 3, 2026.
2. The Tenant filed a request to review the order on June 4, 2026 which exceeded the 30-day requirement as per Rule 26.4. The Tenant then filed a request to extend time to file the request to review the order.
3. In this request, that Tenant's representative states the amount of time required to review the materials to file the review request as reason for the one-day delay. The Tenant's representative states there is no prejudice to the Landlord as a result of this delay and believes denying this request only one day late would be an unfair result.
4. It is well settled law that parties to an application must exercise diligence in dealing with matters before the Board, including following Board rules and procedures.

5. While I accept that the review request was late by only one day, I considered that the Tenant had the benefit of a legal representative who knows or ought to know the deadlines for filing.
6. While the Tenant may be somewhat prejudiced by denying the granting of this request, any party to an order should be entitled to rely upon its finality after the deadline to review it has passed. If the Board extends this deadline without being give a reason, other than the time it took to prepare the material and failure to account for the calendar days, the Landlord is denied their interest in finality for no reason other than the Tenant wishes it.
7. For these reasons, the request to extend time is denied.

The Review Request

8. In the alternative, if I had granted the extension of time, then on the basis of the submissions made in the request, I would not be satisfied that there is a serious error in the order or that a serious error occurred in the proceedings.
9. The review request states the May 4, 2026 order contains serious errors of law, fact and procedure.
10. The majority of the request is about the presiding Vice-Chair's finding related to bad faith, the rebuttable presumption and the determination made relate to a rescission of the N12 termination notice.
11. Specifically, the Tenant takes issue with the fact that the Vice-Chair accepted the Landlord's verbal notice that the Tenant can remain in the unit once their parents did not intend to move into the rental unit as claimed in the N12 notice. The Tenant believes that a more written, formal and informative approach was required. As such, it is the Tenant's position that the Vice-Chair created "an irreconcilable contradiction within the Order" when he accepted the Landlord's verbal notice after stating at paragraph 21:

"It would, in my view, be bad faith for a landlord who became aware that the person identified on the N12 delivered to the tenant would not occupy the unit to not 'rescind' the N12 and allow the tenant to remain."

12. But that's not what happened here, the Vice Chair found that the Landlord did rescind the N12 and offered the Tenant to remain in the unit, but the Tenant declined. In my view, the Vice-Chair, clearly set out the legal test for a T5 application at paragraphs 11 to 21 of the order including determining bad faith, the rebuttable presumption, good faith and genuine intention.
13. At paragraphs 22 to 25 of the order, the Vice-Chair sets out the genuine intention of the Landlord's parents to move into the rental unit and the change of circumstances that led to them to not move into the rental unit. He also explains the Landlord's response in

advising the Tenant that they could remain in the rental unit and accepted the Landlord's notice to the Tenant that they could remain in the rental unit.

14. The Tenant's representative had opportunity, at that point, to cross-examine the Landlord's evidence, but declined to do so. Had the Tenant had issue with the context and reasonableness with how the Landlord rescinded the notice, that would have been the time to do so.
15. The Tenant representative's claim that there was no evidence before the Vice Chair that the N12 was rescinded is not accurate. The evidence of the Landlord was that he notified the Tenant that they were not required to move out. While the Tenant believes this rescission should have been in written format, the Tenant's representative did not provide any legal authority to assist me in interpreting the law of rescission.
16. For clarity, the Tenant, having made alternative housing arrangements, advised the Landlord that she would be vacating. The Landlord's communications and inquiries about the Tenant's departure after the Tenant's decision was not related to bad faith, rather a follow up to the Tenant's stated intentions.
17. In my view, the Vice-Chair did not err in his analysis under s.57(5) of the Act, when he accepted the unchallenged evidence of the Landlord related to the verbal rescission of the N12 notice and the steps to secure a new tenancy thereafter.
18. The Tenant's representative also challenges the Vice-Chair's application of *Browne v. Dunn*, 1893 CanLII 65. At paragraph 27 of the order, the Vice-Chair provided a detailed and accurate explanation of this general rule. With respect to the Landlord's evidence – the rule applies. The Landlord's evidence was not challenged or contradicted by the Tenant's representative after offered the opportunity to do so. That left the Vice-Chair in the position of accepting the landlord's evidence as true.
19. As the Tenant has not identified any serious errors in the order, the review request would therefore have been denied.

It is ordered that:

1. The request to review order LTB-T-072194-23 issued on May 4, 2026 is denied. The order is confirmed and remains unchanged.

June 11, 2026
Date Issued

Dana Wren
Member, Landlord and Tenant Board

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