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Sarikhany v Zandi, LTB-T-020198-25-RV

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

File Number: LTB-T-020198-25-RV-AM

In the matter of: MAIN FLOOR, 6 HAMMOND DR
AURORA ON L4G2T9

Between: Maliheh Sarikhany — Tenants
Mobina Esmi

And

Shayesteh Zandi — Landlords
Manouchehr Kamran

AMENDED ORDER

This order is amended to correct typographical errors.

Maliheh Sarikhany and Mobina Esmi (the 'Tenants') applied for an order determining that Shayesteh Zandi and Manouchehr Kamran (the 'Landlords') gave a notice of termination in bad faith.

The application was heard on August 28, 2025 and resolved—dismissed—in an order issued on September 18, 2025. **[DOC-6376327]**

The Tenants requested that the LTB review the Hearing Order. The Request to Review is 74 pages long and raises various issues, including that.

(a) it was a serious error for the Member to have relied on the evidence of the Landlords; daughter—Neda Poursaeid—without there being a power of attorney or written authorization;

(b) the Hearing Order contradicted an order made on February 2, 2025 in LTB-L-051482-24; and

(c) the Member made a procedural error that raises issues of natural justice in relying on an uncertified translation of certain communications between the parties. **[DOC-6600225]**

In an interim order issued on October 16, 2025 (the 'Interim Order'), the LTB directed to the Tenants' request to a hearing; and (b) stayed the Hearing Order. **[DOC-6600697]**

I heard the review via videoconference on July 6, 2026.

The Landlord and the Tenant attended the hearing. Alireza Hasimi represented the Tenants. Mohsen Azimi represented the Landlords

Determinations:

1. The review of an LTB order is a two-stage process.

2. The first stage of the process is a preliminary analysis of the request to review the hearing order. At this stage, the LTB determines whether, based only on the written request made by the party seeking to have the order reviewed, the request has sufficient merit to proceed to a review hearing. The Member decides at this stage only whether the hearing order **may** contain a serious error or whether the requester **may not** have been reasonably able to participate. The Member does not determine whether to grant the request that the order be reviewed.

3. If the Member determines that it has sufficient merit, the request to review will be scheduled for a hearing to determine whether the hearing order contains a serious error or that a party was not reasonably able to participate.

4. The second stage of the review process involves the LTB hearing submissions from the parties and determining the request on the merits—whether in fact: (a) the hearing order contains a serious error; or (b) the requester was not reasonably able to participate. If at this stage the Member determines that: (a) there was a serious error; or (b) the party requesting the review was not reasonably able to participate, they will direct that the application be heard again on the merits.

5. This case is somewhat unique. I am granting review and directing that the application be heard again not because I find that there is a serious error in either the Hearing Order or the conduct of the hearing on August 28, 2025, but to prevent an abuse of process.

6. It came to light on July 6, 2026, that the unofficial **translations** filed by the Landlords were generated by Mr. Azimi using AI—Google—and the accuracy of those **translations were** not verified by him before filing them with the LTB.

7. The Member was not advised on August 28, 2025 that the **translations** filed by the Landlord had been generated by Mr. Azimi using AI and that he had not taken steps to verify the accuracy of the AI-generated translations.

8. I have no hesitation in finding that:

   (a) the Member place at least some reliance on the AI-generated **translations** filed by the Landlords; and

   (b) there are ‘discrepancies’ between the official **translations** filed by the Tenants and the AI-generated translations filed by the Landlords which call into question the accuracy of the translations.

9. In my view, it constitutes an abuse of the LTB's processes for a party to rely on an inaccurate AI-generated translation as evidence in an application before the LTB. **[See *Zhang* v *Chen*, 2024 BCSC 285 (CanLII)]**

10. The use of generative AI to translate documents can be a valuable legal research tool. Generative AI can, for example, allow unilingual English lawyers and licensed paralegals to understand decisions or academic articles written in French.

11. AI-generated translations can be accepted by the LTB. **[*Statutory Powers Procedures Act*, s. 15]** However, the use by lawyers or licensed paralegals of generative AI to produce documents upon which a Member is asked is fraught with issues. Similar to is the case with AI-generated hallucinated legal content, the use of AI-generated translations engaged the obligation of the lawyer or licensed paralegal to ensure that documents filed with a tribunal are accurate and truthful.

12. Where lawyers or licensed paralegals rely on AI-generated translations as evidence before the LTB they have, in my view, an obligation to:

    (a) disclose to the Member that the translations are AI-generated; and

    (b) take appropriate steps to ensure the accuracy of the translations.

13. The *Paralegal Rules of Conduct*, for example, say:

    4.01 (1) When acting as an advocate, the paralegal shall represent the client resolutely and honourably within the limits of the law while, at the same time, ***treating the tribunal and other licensees with candour****, fairness, courtesy and respect.* (emphasis added)

14. And it is an offence under the RTA for any person to furnish false or misleading information in any material filed with the LTB. **[*Residential Tenancies Act, 2006*, s. 234(v)]**

15. The LTB has broad jurisdiction to make orders to prevent abuse of its processes. **[*Statutory Powers Procedures Act*, s. 23(1)]**

16. In my view, the most appropriate way to address the abuse of the LTB's process caused by the filing by Mr. Azimi of inaccurate AI-generated translations is to have the application reheard based on official translations.

17. At the (re)hearing of the application, the following issues will be determined:

    (a) whether the Tenants vacated the unit 'as a result' of the N12 notice of termination delivered by the Landlords;

    (b) whether the Landlord acted in bad faith in delivering the N12 notice; and, assuming I find the Tenants vacated as a result of the N12 and the Landlords acted in bad faith,

    (c) The compensation, if any, to which the Tenants are entitled.

18. The Landlord may, should they not agree with the transactions filed by the Tenants, file their own official—certified—translations.

19. The Landlords and their son should be at the next attendance to provide evidence. The failure of the Landlords and their son to attend will result in an adverse inference being drawn as to their good faith—genuine intent.

20. At the (re)hearing of this application, Mr Azimi should be prepared to address whether he should personally be required to pay the costs associated with the hearing on August 28, 2025.

It is ordered that:

1. The review is granted and the Hearing Order is set aside.

2. The application will be reheard by me on a date to be fixed by the LTB based on the available dates provided by the parties.

July 31, 2026
Date Amended

_____
E. Patrick Shea
Vice Chair, Landlord and Tenant Board

July 10, 2026
Date Issued

15 Grosvenor Street, Ground Floor
Toronto ON M7A 2G6

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