

Sheriff/Enforcement Office

EVICTON ADDRESS: 158 ESTHER DRIVE
ADRESSE DU BIEN BARRIE
OU A LIEU L'ÉVICTON L4N 9T1

Reference File No: P-0153-25

No. de dossier:

Court File No: LTB-L-090854-24-SA-R

Court File Date: 01-Apr-25

Additional Court Files: P-0153-25

DELIVERY OF VACANT POSSESSION
REMISE DE LA LIBRE POSSESSION

BY VIRTUE of a Landlord and Tenant Board Order or an order of the court to me directed and delivered, I did on this day at 15:40 a.m./p.m. deliver vacant possession of the above noted premises to:
EN VERTU d'une ordonnance de la Commission de la location immobilière ou d'une ordonnance judiciaire qui m'a été adressée et remise, j'ai remis la libre possession des locaux/du logement locatif susmentionnés à:
_____ avant-midi/après-midi à:

Name of Landlord/Mortgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

SAMUEL SZU EN TAM, TU-TING LIAO

DATED at: Barrie, Ontario

FAIT à:

this 3 day of June 25
ce



Enforcement Officer

ACKNOWLEDGEMENT OF VACANT POSSESSION
ACCUSÉ DE RÉCEPTION DE LA LIBRE POSSESSION

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED VACANT POSSESSION OF THE ABOVE NOTED PREMISES.
JE CONFIRME PAR LA PRÉSENTE QUE J'AI RECU LA LIBRE POSSESSION DES LOCAUX/DU LOGEMENT LOCATIF SUSNOMMÉS

DATED at: Barrie, Ontario

FAIT à:

this 3 day of June 25
ce

Name of Landlord/Mortgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

KERRY MUNDING

PRINT NAME



SIGNATURE

☐ Eviction cancelled at the request of the Landlord/Mortgagee or Agent/Lawyer

Éviction annulée à la demande du locateur/créancier hypothécaire ou du mandataire/de l'avocat

I acknowledge that by requesting the cancellation of this eviction, I accept that any future requests to execute this order will be subject to the payment of new enforcement fees and appropriate mileage expenses.
Je reconnais qu'en demandant l'annulation de l'éviction, j'accepte que toute demande future d'exécuter cette ordonnance sera assujettie à l'obligation de payer à nouveau les droits d'exécution et les dépenses de déplacement appropriées

Name of Landlord/Mortgagee or Agent/Lawyer:

Nom du locateur/créancier hypothécaire ou du mandataire/de l'avocat:

PRINT NAME

SIGNATURE



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

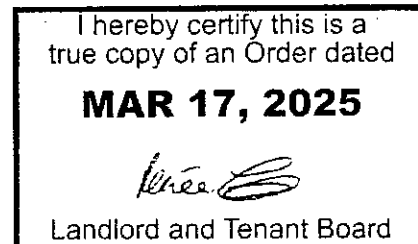
File Number: LTB-L-090854-24-SA-RV

In the matter of: 158 ESTHER DR
BARRIE ON L4N9T1

Between: Samuel Szu en Tam
Yu-ying Liao

And

Tracey Playne



Landlords

Tenant

Review Order

Samuel Szu en Tam and Yu-ying Liao (the 'Landlord') applied for an order to terminate the tenancy and evict Tracey Playne (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant failed to meet a condition specified in the order issued by the Board on August 13, 2024 with respect to application LTB-L-034634-24.

This application was resolved by order LTB-L-090854-24 issued on November 25, 2025. The Tenant filed a motion to set aside order LTB-L-090854-24. The Tenant's motion was resolved by order LTB-L-090854-24-SA issued on February 18, 2025.

On March 14, 2025, the Tenant requested a review of order LTB-L-090854-24-SA.

A preliminary review of the review request was completed without a hearing. In determining this request, I reviewed the materials in the LTB's file as well as the audio recording for this hearing.

Determinations:

1. At the hearing of this set aside motion, the Tenant requested an adjournment because she had been awake for 48 hours due to a severe bedbug infestation. The Member denied her request for an adjournment.
2. The Tenant submits that the Member seriously erred by denying her request for an adjournment.
3. No party or representative is entitled to an adjournment. The decision whether to grant an adjournment is a discretionary one and so it will only be interfered with on review if the Board is satisfied that the Member exercised this discretion unreasonably. In the circumstances I am not satisfied that the Member exercised his discretion unreasonably.

4. The Tenant had filed a request to adjourn the hearing on February 3, 2025, in which she requested a delay of the hearing so that she could make further payments to the Landlord prior to the hearing. The Tenant then filed a request to reschedule the hearing on February 11, 2025, the day before the hearing. The Tenant's request was not adjudicated because it was not complete.
5. When the Tenant requested the adjournment at the hearing she stated that two nights before the hearing she noticed that she had been bitten by a bedbug and since then she realized the unit was infested and she had not slept for the past 36 hours. The Tenant did not provide any evidence at the hearing that the Tenant notified the Landlord about this alleged severe infestation. It is also extraordinary that the Tenant would just notice a severe bedbug infestation so suddenly. In these circumstances, I am not satisfied that it was unreasonable for the Member to deny the request for an adjournment, especially considering the prejudice to the Landlord if there was any further delay.
6. The remainder of the review request describes events that took place after the hearing. These events do not disclose any error of the Board.
7. On the basis of the submissions made in the request, I am not satisfied that there is a serious error in the order or that a serious error occurred in the proceedings or that the Tenant was not reasonably able to participate in the proceeding.

It is ordered that:

1. The request to review order LTB-L-090854-24-SA issued on February 18, 2025 is denied. The order is confirmed and remains unchanged.

March 17, 2025
Date Issued



Renée Lang
Vice Chair, Landlord and Tenant Board

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.



**Order under Section 78(11)
Residential Tenancies Act, 2006**

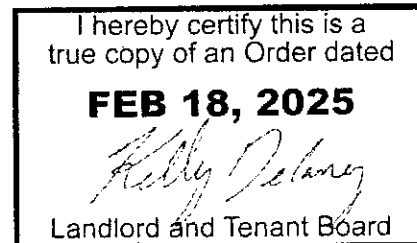
File Number: LTB-L-090854-24-SA

In the matter of: 158 ESTHER DR
BARRIE ON L4N9T1

Between: Samuel Szu en Tam
Yu-ying Liao

And

Tracey Playne



Landlord

Tenant

Samuel Szu en Tam and Yu-ying Liao (the 'Landlord') applied for an order to terminate the tenancy and evict Tracey Playne (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the mediated settlement signed by the parties on August 13, 2024 with respect to application LTB-L-034634-24.

The Landlord's application was resolved by order LTB-L-090854-24, issued on November 25, 2024. This order was issued without a hearing being held.

The Tenant filed a motion to set aside order LTB-L-090854-24 on November 25, 2024.

This motion was heard by videoconference on February 12, 2025 at 1:00 pm.

The Landlord Representative Harshil Khabrani and the Tenant attended the hearing.

Preliminary motion:

1. At the outset of the hearing the Tenant requested that the matter be adjourned owing to their inability to participate as they had not slept in the last 48 hours due to an alleged issue of bedbugs inside the rental unit.
2. In response the Landlord Representative opposed the request, submitting that the Tenant had not filed a complaint with the Landlord, that since the initial breach had continued to breach the previous mediated settlement and that to delay resolution would prejudice the Landlord.
3. Having considered both submissions I denied the Tenant's request and directed that the matter would proceed owing to the potential prejudice to the Landlord.

Determinations:

There was a breach of the previous mediated settlement.

4. The Tenant failed to meet a condition specified in the mediated settlement signed by the parties on August 13, 2024 with respect to application LTB-L-034634-24.
5. Specifically, the Tenant testified that they failed to pay the November 2024 rent and that for January and February 2025. They then testified that they wished to maintain the tenancy and could be caught up as early as the following week.
6. The Landlord opposed the Tenant's request submitting that the arrears currently totalled \$11,000.00 and to grant the Tenant's motion would only serve to further prejudice the Landlord.
7. Canvassing the Tenant as to delaying the lifting of the stay they could not provide a meaningful response other than there were four adults living in the rental unit.

The surrounding circumstances

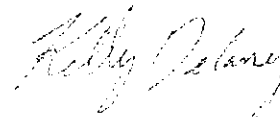
8. After considering all of the circumstances, I find that it would be unfair to set aside order LTB-L-090854-24.
9. Specifically, given the Tenant admitted to the breach and subsequent breaches I am satisfied that to grant the Tenant's motion would prejudice the Landlord.
10. That said I am satisfied a brief postponement in lifting the stay is warranted to afford the Tenant the opportunity to find a new rental property. The stay is lifted effective March 31, 2025.

It is ordered that:

1. The motion to set aside Order LTB-L-090854-24, issued on November 25, 2024, is denied.
2. The stay of order LTB-L-090854-24 is lifted effective March 31, 2025.
3. Order LTB-L-090854-24 is unchanged.

February 18, 2025

Date Issued



Kelly Delaney

Member, Landlord and Tenant Board

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.



**Order under Section 78(6)
Residential Tenancies Act, 2006**

File Number: LTB-L-090854-24

In the matter of: 158 ESTHER DR
BARRIE ON L4N9T1

Between: Samuel Szu en Tam
Yu-ying Liao

Landlords

And

Tracey Playne

Tenant

I hereby certify this is a
true copy of an Order dated

Nov 25, 2024

Landlord and Tenant Board

Samuel Szu en Tam and Yu-ying Liao (the 'Landlords') applied for an order to terminate the tenancy and evict Tracey Playne (the 'Tenant') and for an order to have the Tenant pay the rent they owe because the Tenant did not meet a condition specified in the order issued by the LTB on August 13, 2024, with respect to application LTB-L-034634-24.

This application was decided without a hearing being held.

Determinations:

1. The order provides that the Landlords can apply to the LTB under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') without notice to the Tenant to terminate the tenancy and evict the Tenant if the Tenant does not meet certain condition(s) in the order. This application was filed within 30 days of the breach.

2. I find that the Tenant has not met the following condition specified in the order:

The Tenant failed to pay their lawful rent in full due on November 1, 2024.

3. The previous application includes a request for an order for the payment of arrears of rent and the order requires the Tenant to make payments by specific due dates. Accordingly, in addition to eviction, the Landlords are entitled to request an order for the payment of arrears owing.
4. The Tenant was required to pay \$12,401.92 for rent arrears and the application filing fee in the previous order. The amount that is still owing from that order is \$12,201.92 and that amount is included in this order. This order replaces order LTB-L-034634-24.
5. Since the date of the previous order, the Tenant has failed to pay the full rent that became owing for the period from August 1, 2024, to November 30, 2024.

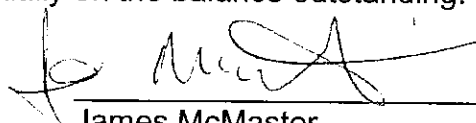
6. The Landlords are entitled to daily compensation from the day after this order is issued to the date the Tenant moves out of the unit at a daily rate of \$113.99. This amount is calculated as follows: $\$3,467.06 \times 12$, divided by 365 days.

It is ordered that:

1. Order LTB-L-034634-24 is cancelled.
2. The tenancy between the Landlords and the Tenant is terminated. The Tenant must move out of the rental unit on or before December 6, 2024.
3. If the unit is not vacated on or before December 6, 2024, then starting December 7, 2024, the Landlords may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.
4. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlords on or after December 7, 2024.
5. The Tenant shall pay to the Landlords \$12,551.67*. **(Less any payments made by the Tenant after this application was filed on November 15, 2024).** This amount represents the rent owing up to November 25, 2024, and the cost of filing the previous application.
6. The Tenant shall also pay to the Landlords \$113.99 per day for compensation for the use of the unit starting November 26, 2024, to the date the Tenant moves out of the unit.
7. If the Tenant does not pay the Landlords the full amount owing on or before December 6, 2024, the Tenant will start to owe interest. This will be a simple interest calculated from December 7, 2024, at 6.00% annually on the balance outstanding.

November 25, 2024

Date Issued


James McMaster
Member, Landlord and Tenant Board

15 Grosvenor Street, Ground Floor,
Toronto ON M7A 2G6

The Tenant has until December 5, 2024, to file a motion with the LTB to set aside the order under s. 78(9) of the Act. If the tenant files the motion by December 5, 2024, the order will be stayed and the LTB will schedule a hearing.

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

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on June 7, 2025, if the order has not been filed on or before this date with the Court Enforcement Office (Sheriff) that has territorial jurisdiction where the rental unit is located.

* Refer to the attached Summary of Calculations.

Summary of Calculation**Amount the Tenant must pay the Landlords:**

Reason for amount owing	Period	Amount
Amount owing from previous order	Up to August 31, 2024	\$12,201.92
New Arrears	August 1, 2024, to November 25, 2024	\$349.75
Plus daily compensation owing for each day of occupation starting November 26, 2024		\$113.99 (per day)
Total the Tenant must pay the Landlords:		\$12,551.67 + \$113.99 per day starting November 26, 2024