



**Order under Section 74(14)
Residential Tenancies Act, 2006**

File Number: LTB-L-076900-25-VO

In the matter of: 5 GRAPEVIEW DR
Niagara-on-the-Lake ON L2S2W4

Between: Laila Srigley
Matthew Srigley Landlord

And

Shawneen Brown
Desron Phillips Tenant

Shawneen Brown and Desron Phillips (the 'Tenant') filed a motion to set aside order LTB-L-076900-25 because, before the eviction order was enforced, the Tenant paid the amount required under subsection 74(11) of the *Residential Tenancies Act, 2006* (the 'Act') to void the order.

This motion was heard by videoconference on January 26, 2026.

The Landlord, Laila Srigley, and the Tenant, Shawneen Brown, attended the hearing.

Determinations:

1. The Tenant has not previously made a motion under subsection 74(11) of the Act to set aside an eviction order during this tenancy.
2. There is no dispute that there are no arrears as of the hearing date and that the Tenant has paid the filing fee for the L1 application.
3. The Landlord paid \$325.00 under the *Administration of Justice Act* for the purpose of having the Sheriff enforce the Landlord's eviction order issued on November 14, 2025 and this amount is non-refundable. I find that the Landlord is entitled to recover the Sheriff's fee incurred and I refer to the statutory requirement under subsection 74(15) of the Act. I say this for the following reasons.
4. Order LTB-L-076900-25 issued on November 14, 2025 required the Tenant to pay the Landlord \$7,686.00 on or before December 31, 2025. While the Tenant submit that the funds were sent to the Landlord via email between 11:55 p.m. and 11:59 p.m. on December 31, 2025 and the passwords to the transfers were provided to the Landlord before 11:59 p.m. on December 31, 2025, I accept the Landlord's evidence that the Landlord only received the notification of the \$2,600.00 transfer at 12:25 a.m. on January 1, 2026. The Landlord provided a screenshot of their email inbox showing the email

notifying them of the Interac e-Transfer. While Interac e-Transfer is a fast and convenient method to send money, it is often not instantaneous and I find it likely that the Landlord received the notification on January 1, 2026 and was only able to retrieve the funds on January 1, 2026. As such, the Tenant did not void the eviction order by making the payment by December 31, 2025.

5. The Tenant has not reimbursed the Landlord for the enforcement costs the Landlord incurred. As such, the Tenant is ordered to pay the Sheriff's fee in the amount of \$325.00 into the Board on or before February 23, 2026, and if that is paid in full and on time to the Board, then an employee of the Board shall issue a notice under subsection 74(16) of the Act to acknowledge the eviction order is therefore void. The Board will then pay out the funds to the Landlord directly. If the Tenant do not pay the \$325.00 into the Board in full and on time, the motion to void shall not succeed.

It is ordered that:

1. Order LTB-L-076900-25 is void and cannot be enforced by the Landlord if the condition set out in paragraph 2 of this order is met.
2. The Tenant shall pay \$325.00 to the LTB on or before February 23, 2026. This amount represents the non-refundable enforcement costs the Landlord incurred.
3. If the Tenant pays the amount set out in paragraph 2 on or before February 23, 2026, then an employee of the LTB will issue a notice acknowledging that the eviction order is void.
4. If the Tenant does not pay the amount set out in paragraph 2 on or before February 23, 2026, then an employee of the LTB will issue a notice acknowledging that the eviction order is not void and the eviction order becomes enforceable.
5. The amount of \$325.00 paid into the LTB by the Tenant shall be paid out to the Landlord.

January 30, 2026
Date Issued

Vicky Liu
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.

Notes:

- The Tenant cannot make another motion under subsection 74(11) of the Act to set aside an eviction order during the period of the Tenant's tenancy agreement with the Landlord.