



Order under Section 69 Residential Tenancies Act, 2006

Citation: RISE PROPERTY SOLUTIONS v YILDIZ, 2026 ONLTB 49444

Date: 2026-06-29

File Number: LTB-L-026742-26

In the matter of: 2, 101 OAK AVE
HAMILTON ON L8L5M7

Between: RISE PROPERTY SOLUTIONS Landlord

And

FURKAN YILDIZ Tenant

RISE PROPERTY SOLUTIONS (the 'Landlord') applied for an order to terminate the tenancy and evict FURKAN YILDIZ and ROSS LOPES (the 'Tenants') because the Tenants did not pay the rent that the Tenants owe.

This application was heard by videoconference on June 15, 2026.

Only the Landlord's agent, A. Hyde, and the Tenant, R. Lopes, attended the hearing.

As of 9:52 a.m., the first named Tenant was not present or represented at the hearing although properly served with notice of this hearing by the LTB. There was no record of a request to adjourn the hearing. As a result, the hearing proceeded with only the Landlord's evidence.

Preliminary Issues:

Is Ross Lopes a lawful Tenant

1. At the outset of the hearing, the Tenant, Ross Lopes (RL), raised a preliminary issue, submitting that he is not a lawful tenant and was named on the lease agreement solely as a co-signer. RL further testified that he has never resided in the rental unit.
2. There was no dispute that the RL signed the lease agreement as a co-signer. A copy of the lease agreement was submitted into evidence and identifies RL as a "Co-signer". The Landlord's agent testified that RL was included on the tenancy agreement because the first named Tenant did not have the financial capacity to enter into the tenancy agreement on his own and that RL understood that he would be responsible for any arrears that accrued.

3. While a co-signer may be liable for amounts owing under a tenancy agreement, the Board's jurisdiction under subsection 87(1.1) of the *Residential Tenancies Act, 2006*, the ("Act"), is limited to tenants and former tenants.
4. Subsection 87(1.1) of the Act provides that a landlord may apply to the Board for an order requiring a tenant or former tenant to pay arrears while the tenant is in possession of the rental unit, or, no later than one year after the tenant or former tenant ceased to be in possession of the rental unit.
5. In this case, there is no dispute that the first named Tenant remains in possession of the rental unit. RL testified that he never resided in the rental unit, and there was no evidence before me to suggest that RL has ever had any connection to the rental unit beyond acting as a co-signer. The lease agreement also identifies RL as a co-signer. On a balance of probabilities, I find that the intention of the parties was for RL to act solely as a co-signer and not as a tenant. Accordingly, I find that Ross Lopes is not a tenant within the meaning of the Act and shall be removed as a named party to the application.
6. The style of cause is amended to remove Ross Lopes as a named party to the application.
7. As the first named Tenant was not present, the matter proceeded on an uncontested basis.

Determinations:

8. The Landlord served the Tenant with a valid Notice to End Tenancy Early for Non-payment of Rent (N4 Notice). The Tenant did not void the notice by paying the amount of rent arrears owing by the termination date in the N4 Notice or before the date the application was filed.
9. As of the hearing date, the Tenant was still in possession of the rental unit.
10. The lawful rent is \$1,773.86. It is due on the 1st day of each month.
11. Based on the Monthly rent, the daily rent/compensation is \$58.32. This amount is calculated as follows: $\$1,773.86 \times 12$, divided by 365 days.
12. The Tenant has paid \$5,792.38 to the Landlord since the application was filed.
13. The rent arrears owing to June 30, 2026 are \$515.08.
14. The Landlord incurred costs of \$186.00 for filing the application and is entitled to reimbursement of those costs.
15. The Landlord collected a rent deposit of \$1,737.38 from the Tenant and this deposit is still being held by the Landlord. The rent deposit can only be applied to the last rental period of the tenancy if the tenancy is terminated.

16. Interest on the rent deposit, in the amount of \$7.60 is owing to the Tenant for the period from April 1, 2026 to June 15, 2026.
17. Based on the uncontested evidence before me, I have considered all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), including whether the Landlord attempted to negotiate a repayment agreement with the Tenant and find that it would be unfair to grant relief from eviction pursuant to subsection 83(1) of the Act. The Tenant was not present to make submissions on any relief sought.

It is ordered that:

1. The tenancy between the Landlord and the Tenant is terminated unless the Tenant voids this order.
2. **The Tenant may void this order and continue the tenancy by paying to the Landlord or to the LTB in trust:**
 - \$701.08 if the payment is made on or before June 30, 2026. See Schedule 1 for the calculation of the amount owing.
- OR**
- \$2,474.94 if the payment is made on or before July 10, 2026. See Schedule 1 for the calculation of the amount owing.
3. The Tenant may also make a motion at the LTB to void this order under section 74(11) of the Act, if the Tenant has paid the full amount owing as ordered plus any additional rent that became due after July 10, 2026 but before the Court Enforcement Office (Sheriff) enforces the eviction. The Tenant may only make this motion once during the tenancy.
4. **If the Tenant does not pay the amount required to void this order the Tenant must move out of the rental unit on or before July 10, 2026.**
5. As of the date of the hearing, the amount of the rent deposit and interest the Landlord owes on the rent deposit exceeds the arrears of rent, compensation and the cost of filing the application the Landlord is entitled to by \$1,942.96. See Schedule 1 for the calculation of the amount owing. However, the Landlord is authorized to deduct from the amount owing to the Tenant \$58.32 per day for compensation for the use of the unit starting June 16, 2026 until the date the Tenant moves out of the unit.
6. The Landlord or the Tenant shall pay to the other any sum of money that is owed as a result of this order.
7. If the unit is not vacated on or before July 10, 2026, then starting July 11, 2026, the Landlord may file this order with the Court Enforcement Office (Sheriff) so that the eviction may be enforced.

8. Upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord on or after July 11, 2026.

June 29, 2026
Date Issued

Mayra Sawicki
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.

In accordance with section 81 of the Act, the part of this order relating to the eviction expires on January 11, 2027 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.

Schedule 1
SUMMARY OF CALCULATIONS

A. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before June 30, 2026

Rent Owing To June 30, 2026	\$6,307.46
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,792.38
Total the Tenant must pay to continue the tenancy	\$701.08

B. Amount the Tenant must pay to void the eviction order and continue the tenancy if the payment is made on or before July 10, 2026

Rent Owing To July 31, 2026	\$8,081.32
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,792.38
Total the Tenant must pay to continue the tenancy	\$2,474.94

C. Amount the Tenant must pay if the tenancy is terminated

Rent Owing To Hearing Date	\$5,408.40
Application Filing Fee	\$186.00
Less the amount the Tenant paid to the Landlord since the application was filed	- \$5,792.38
Less the amount of the last month's rent deposit	- \$1,737.38
Less the amount of the interest on the last month's rent deposit	- \$7.60
Total amount owing to the Landlord	\$(1,942.96)
Plus daily compensation owing for each day of occupation starting June 16, 2026	\$58.32 (per day)
**Ongoing daily compensation continues to accumulate until the total amount owing (excluding costs) is \$50,000.00.	