



**Amended Order
Order under Section 69
Residential Tenancies Act, 2006
And Section 21.1 of the Statutory Powers Procedure Act**

Citation: Tripodi v Hall, 2026 ONLTB 14048

Date: 2026-02-13

File Number: LTB-L-087029-25-AM

In the matter of: 2604, 35 Hayden Street
Toronto ON M4Y3C3

Between: Stefano Tripodi Landlord

And

Ian Hall Tenant

Stefano Tripodi (the 'Landlord') applied for an order to terminate the tenancy and evict Ian Hall (the 'Tenant') because:

- the Tenant has been persistently late in paying the Tenant's rent.

This application was heard by videoconference on December 18, 2025.

The Landlord and the Tenant attended the hearing.

This amended order is issued to correct clerical errors in the order issued on February 13, 2026.

Preliminary Issue:

1. The Tenant entered into an agreement with the condominium corporation to rent out a locker unit for storage. The Landlord's position is that the late locker unit rental fees constitute a late payment of rent.
2. I did not find that the Tenant's agreement with the condominium corporation for a locker unit gives rise to a residential rental agreement. The fee is not rent, as it maybe a utility or service provided.

Determinations:

3. As explained below, the Landlord has not proven on a balance of probabilities the grounds for termination of the tenancy in the application. Therefore, the application is dismissed. The Landlord failed to prove their case that the Tenant was persistently late in paying the rent.
4. The Landlord served the N8 notice of termination on August 11, 2025, with a termination date of October 14, 2025. The notice of termination contains the following allegations:
 - August 15, 2024, rent was paid on August 16, 2024;
 - September 15, 2024, rent paid on time;
 - October 15, 2024, rent paid on October 18, 2024;
 - November 15, 2024, rent paid on time;
 - December 15, 2024, rent paid on time;
 - January 15, 2025, rent paid on time;
 - February 15, 2025, rent paid late;
 - March 15, 2025, rent paid on time;
 - April 15, 2025, ~~rent paid late~~ **rent was unpaid;**
 - May 15, 2025, rent paid on time;
 - June 15, 2025, rent paid on time;
 - July 15, 2025, ~~rent paid late~~ **rent was unpaid;**
 - August 15, 2025, rent paid on time;
 - September 15, 2025, rent paid on time.
5. In order for the Landlord to be successful on this application, the notice of termination must demonstrate that the Tenant has been persistently late in paying their rent. Although, the Act does not define the term 'persistent', the Board typically has interpreted persistent as more than 50% late in a 12-month period.
6. The Landlord has only included 5 months of late payments out of 14 months. With August 15, 2024, rent being paid August 16, 2025. I am not satisfied that there are factors present with respect to this case to divide from the common interpretation of the Board in this regard.
7. As the notice of termination has not established that the Tenant has been persistently late in paying their rent, I find that the application must be dismissed.
8. This order contains all the reasons within it and no further reasons shall be issued.

It is ordered that:

1. The Landlord's application is dismissed.

February 13, 2026

Date Issued

March 20, 2026
Date Amended

Reshad Nazeer
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