



Order under Section 31 Residential Tenancies Act, 2006

File Number: LTB-T-076675-24

In the matter of: 508, 784 ST. LAURENT BLVD
OTTAWA ON K1K5B2

Between: Kaitlyn Leigh Voltolina Tenant
Alexa Kaleigh Voltolina

And

Seven84 Landlord

Kaitlyn Leigh Voltolina and Alexa Kaleigh Voltolina (the 'Tenant') applied for an order determining that Seven84 (the 'Landlord'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened or interfered with the Tenant.

This application was heard by videoconference on March 4, 2026.

The Landlord's legal representative Grace George, Landlord's agent Paul Hill, and the Tenants attended the hearing.

Determinations:

1. As explained below, the Tenant did prove some of the allegations contained in the application on a balance of probabilities. Despite this, no remedy shall be ordered.
2. The parties agree that the tenancy terminated September 30, 2024.

Testimony of Kaitlyn Leigh Voltolina

3. Ms. Voltolina testified that on September 7, 2024, at approximately 11:30am, she heard a knock at the door. When she approached, she discovered that the Landlord's agent, Mr. Paul Hill, had already unlocked the door and was standing with one foot inside the rental unit, accompanied by two other individuals. As the Tenant was already preparing to leave the unit, she allowed him to enter. No prior notice had been provided for this entry.
4. The Tenant further testified that, because of a previous domestic violence incident, she felt fearful upon finding the Landlord's agent attempting to gain access to the unit.

5. The Tenant confirmed that she had already given verbal notice by phone to terminate the tenancy before this incident, and while she understood that showings to prospective tenants would occur, she still expected the Landlord to comply with the statutory notice requirements.
6. On September 10, 2024, at 2:15pm, Mr. Hill sent notice stating that he would enter the rental unit the following morning, September 11, 2024, at 11:00am, to show the unit to prospective tenants. Despite providing this notice, Mr. Hill did not attend at the scheduled time.
7. A similar incident occurred on September 13, 2024, mirroring the events of September 7, 2024. Again, no prior notice was given to the Landlord about showing the rental unit to prospective tenants. Mr. Hill arrived with prospective tenants and manually unlocked the door. The Tenant was home at the time, permitted him entry, and then left for work. Upon returning, she discovered that the door had been left unlocked and that several items were missing, including gold jewelry and a passport holder. Other personal belongings appeared to have been disturbed. The Tenant filed a police report, though it was not submitted into evidence.
8. The Tenant also confirmed that the Landlord had previously changed the locks on January 2, 2024, at her request, following the earlier domestic incident.
9. With respect to harassment, the Tenant referred the Board to emails dated August 2024, which were entered into evidence. In those emails, Mr. Hill inquired about paying rent in advance and refused to remove Alexa Voltolina from the lease. The Tenant testified that these requests, along with issues involving rent payments not being posted to her account, caused her significant stress.
10. During cross-examination, the Tenant confirmed that she gave notice to terminate the tenancy on August 30, 2024, although not in writing, and that she moved out of the rental unit on September 30, 2024.
11. The Tenant abandoned all claims for monetary compensation and confirmed that she is seeking only an administrative fine against the Landlord.

Testimony of Paul Hill

12. The Landlord's agent began his testimony by stating that, at the outset of the tenancy, the Tenant requested that Alexa Voltolina be listed as a guarantor. The Landlord was not comfortable with this arrangement, and as a result, both Alexa and Kaitlyn Voltolina were listed as tenants on the lease agreement.

13. Mr. Hill testified that he believed the Tenant was not residing in the unit on September 7, 2024, and therefore did not provide notice before attending the property. Upon arrival, the Tenant permitted him to enter, and he proceeded to show the rental unit to prospective tenants.
14. With respect to the attendance on September 13, 2024, Mr. Hill testified that this visit was also for the purpose of showing the unit to a prospective tenant, similar to the events of September 7, 2024. He acknowledged that he had not provided prior written notice but stated that he knocked on the door, explained the purpose of his visit, and asked whether the Tenant would allow him inside. According to his testimony, the Tenant agreed and granted entry.
15. Mr. Hill further testified that during the September 13, 2024 showing, the Tenant did not display any indication of distress or discomfort. He stated that he remained with the prospective tenants throughout the visit and kept them within his sight at all times, which, in his view, made it impossible for them to have taken any items from the unit. He also testified that he locked the door upon exiting, as was his usual practice. He noted that the alleged missing items were not reported until a significant time after the showing, by which point any relevant security camera footage was already deleted.
16. During cross-examination, the Landlord's agent testified that his understanding of the *Residential Tenancies Act* was that he only needed to make an attempt to provide notice before entering the unit. He also stated that the Tenant had volunteered to pay two months' rent in advance, and that this arrangement had never been put in writing.

Analysis

17. Section 23 of the Act states:

23 A landlord shall not harass, obstruct, coerce, threaten or interfere with a tenant.

18. Section 26 of the Act states:

26 (1) A landlord may enter a rental unit at any time without written notice,
(a) in cases of emergency; or
(b) if the tenant consents to the entry at the time of entry.

19. Furthermore, Section 26(3) of the Act states:

26 (3) A landlord may enter the rental unit without written notice to show the unit to prospective tenants if,
(a) the landlord and tenant have agreed that the tenancy will be terminated or one of them has given notice of termination to the other;
(b) the landlord enters the unit between the hours of 8 a.m. and 8 p.m.; and
(c) before entering, the landlord informs or makes a reasonable effort to inform the tenant of the intention to do so.

20. The Tenant alleges that the Landlord both entered the rental unit illegally and engaged in harassment and/or interference.
21. With respect to the alleged illegal entries, I find that on both occasions (September 7 and September 13, 2024) the Tenant ultimately permitted the Landlord to enter the unit, but only *after* the Landlord had already begun taking steps to enter. The evidence on this point was not in dispute. In these circumstances, I find that the Landlord did not comply with section 26(3) of the Act, as no reasonable effort was made to inform the Tenant of either intended entry before it occurred. While the Tenant eventually gave consent, it was only after the breach of the Act had already occurred as the Landlord did not inform the Tenant of their intention prior to entering and only got consent after they initiated entry. Accordingly, I find that the Landlord entered the rental unit illegally on both occasions.
22. Regarding the allegation of harassment, the Board must determine whether the Landlord's conduct meets the threshold of a violation under the Act. The Act does not define "harassment." The *Human Rights Code* defines harassment as "engaging in a course of vexatious comment or conduct that is known or ought reasonably to be known to be unwelcome."
23. Black's Law Dictionary similarly defines harassment as "a course of conduct directed at a specific person that causes emotional distress and serves no legitimate purpose."
24. Based on the Tenant's evidence, I cannot conclude that the Landlord's conduct constitutes harassment. The Tenant relies primarily on three issues.
25. The first relates to the Landlord's refusal to remove Alexa Voltolina as a named tenant. The Landlord is under no obligation to remove an individual from a tenancy agreement, and the failure to do so cannot amount to harassment. No evidence was presented to show that Ms. Voltolina was improperly added to the lease, and neither party submitted the lease itself to substantiate such a claim.
26. The second issue concerns the application of rent payments and the entries in the rent ledger. After reviewing all evidence, including oral testimony and the email correspondence, I cannot find that the Landlord engaged in harassment or interference. Nothing in the communications can reasonably be characterized as unwelcome conduct or conduct causing emotional distress. A disagreement between parties regarding matters arising during a tenancy does not, on its own, amount to harassment or interference.
27. The third issue concerns the Landlord not attending the rental unit on September 10, 2024, and leaving the rental unit door unlocked. I am similarly not satisfied that this conduct rises to the level of harassment. Providing notice to enter and not attending the rental unit on one occasion cannot reasonably be considered harassing and/or interfering behaviour as contemplated by the Act. With regard to the unlocked door and missing jewellery, I am not

satisfied that the conduct occurred. The Tenant failed to provide relevant documentary evidence in which she ought to have in her possession, including the police report or evidence of the missing jewellery. I find the Landlord's evidence credible surrounding their process of watching the prospective tenants in the rental unit and locking the door when he leaves.

28. The Tenant only seeks the remedy of an administrative fine. Guideline 16 provides guidance on the purpose of administrative fines as follows:

An administrative fine is a remedy to be used by the Board to encourage compliance with the *Residential Tenancies Act, 2006* (the "RTA"), and to deter landlords from engaging in similar activity in the future. This remedy is not normally imposed unless a landlord has shown a blatant disregard for the RTA and other remedies will not provide adequate deterrence and compliance. Administrative fines and rent abatements serve different purposes. Unlike a fine, a rent abatement is intended to compensate a tenant for a contravention of a tenant's rights or a breach of the landlord's obligations.

29. The evidence before the Board does not justify imposing an administrative fine. Although the Landlord may have technically contravened the Act with respect to entry, I do not find that such a remedy is warranted in the circumstances. The entries occurred in the narrow context of an impending termination, the Landlord's attendances were for the legitimate purpose of showing the unit to mitigate the loss of the Tenant, and the Tenant ultimately consented on each occasion. Having regard to proportionality and specific deterrence, I am not satisfied that an administrative penalty is necessary to ensure future compliance from the Landlord.

30. For these reasons, the Tenant's T2 application is dismissed.

It is ordered that:

1. The T2 application is dismissed.

March 11, 2026
Date Issued

Brett Lockwood
Member, Landlord and Tenant Board

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