



Order under Section 69 Residential Tenancies Act, 2006

Citation: Widworthy Charitable Foundation v Natotsijev, 2026 ONLTB 17138

Date: 2026-02-27

File Number: LTB-L-042577-23 and LTB-T-079280-23

In the matter of: 705, 110 UNITY RD
TORONTO ON M4J5A9

Between: Widworthy Charitable Foundation Landlord

And

Jevgeni Natotsijev Tenant
Irina Natosijeva

Widworthy Charitable Foundation (the 'Landlord') applied for an order to terminate the tenancy and evict Jevgeni Natotsijev and Irina Natosijeva (the 'Tenant') because the Tenant did not pay the rent that the Tenant owes. (LTB-L-042577-23).

Jevgeni Natotsijev and Irina Natosijeva (the 'Tenant') applied for an order determining that WIDWORTHY CHARITABLE FOUNDATION (the 'Landlord') and DMS PROPERTY MANAGEMENT LTD, THE DMS GROUP and David MCFARLANE - PROPERTY MANAGER (the 'Landlord's Agent'):

- entered the rental unit illegally.
- harassed, obstructed, coerced, threatened or interfered with the Tenant. (LTB-T-079280-23).

These applications were heard in person in Toronto on February 19, 2026.

The Landlord's Representative, Eric Steiman, and the Tenants attended the hearing. Elina Gabbour, interpreter for the Tenants, also attended the hearing. David McFarlane attended the hearing as witness for the Landlord.

Determinations:

LTB-L-042577-23

1. The Landlord served the Tenant with an Notice to End Tenancy Early for Non-payment of Rent (N4 Notice) which I find is void. Therefore, I have no jurisdiction to consider eviction.

2. The Landlord did not explain the calculations on the N4 Notice and the Tenant did not know the case required to be met. On the day of the hearing the Landlord provided a ledger to the Board and the Tenant, but that ledger caused more confusion. It showed \$4433.16 outstanding in April 2023 but it did not show a chronological and systematic record of the Tenants' account. I know a subsidy was applied retroactively to the Tenants' account but the calculations need to be mathematically accurate so that the Tenants understands how they arrived at the calculations. This is paramount in this case, because the Tenant's application LTB-T-079280-23 is mostly about the discrepancies and confusion on point that was caused by the Landlord's written communication, issuance of different N4 Notice which didn't make sense to Tenant as evident by the Tenants request to understand the debt owing as a result of her recalculation of RGI.
3. The Landlord relied on an October 5, 2020 email that included supplementary information to an external review decision rendered by the city to explain the RGI monthly rent charge. The Landlord did not provide a copy of their external review decision/assessment that would typically explain the debt and calculations: The email set out the RGI rent for different periods as follows: \$755.00 for period from July 1, 2019 to August 31, 2019; \$414.00 RGI rent (replacing \$389.00) for September 1, 2019 to November 2019; \$418.00 for December 1, 2019 to November 30, 2020 and \$437.28 from December 1, 2020 and this caused even more confusion when comparing the calculations on the N4 Notice and the ledger because the Landlord indicated there was no change to the Tenant's RGI since December 1, 2020.
4. Based on the RGI rent on the October 5, 2020 email and having reviewed the N4 Notice together with the Landlord's witness and the Landlord's Representative, I find the N4 Notice contained serious errors, because there was no rent owing by the Tenant for the period from July 2019 to December 2020 as per the Landlord's ledger; the rent charged were all different on the ledger; the charges from March 1, 2021 to December 31, 2022 and the period from January 1, 2023 to April 30, 2023 were also wrong. Neither I nor the Landlord's witness or the Landlord's representative could reconcile the arrears claimed on the N4 Notice with either the RGI rent on the October 5, 2020, email or the line item breakdown contained on the ledger. Since the Landlord couldn't explain the logic, or the calculation of the rent arrears claimed on the N4 Notice, the Tenant wasn't able to understand or cross examine the correctness of the calculations.
5. I do not have authority to review the Landlord RGI external review process, therefore how the Landlord calculated their RGI rent is irrelevant and not considered. The basic principle of natural justice, however, is to know and understand the case required to be met and the Landlord has not met this requirement. Therefore, the application is dismissed.
6. The Landlord's Representative requested that the application be withdrawn with the Board's consent, but a hearing was held on the merits of the application, therefore the request was denied.

LTB-T-079280-23

RGI process/calculation of subsidy:

7. In the Tenants' application they challenge the RGI calculations and asked to the Landlord to explain the calculated debt. They are also challenging, the market rent in 2022 and 2023 and the guideline increase applied to those periods which they claim is unlawful; they referred to the Landlord's review process referring to a rent scale, and an extra charge of \$30.00 they allegedly were forced to pay. They also raise concern with an overpayment related to ODSP and CPP; and money from Service Canada that should not be calculated as income from 2020. All these issues relate to the Landlord's calculations of the Tenant's rent geared to income. Although the Tenants want to challenge their RGI and the debt calculated, the Board has no jurisdiction to consider these issues because the Board has no authority to review the Landlord's methods of determining the RGI or interfere or go behind the process of the Landlord's external review process.

Harassment:

8. The Tenant alleges harassment by the Landlord. The incidents related to issuance of N4 Notice August 12, 2020, and alleged threat of eviction by the Landlord's Agent on April 2021 but these events occurred outside the one year limitation period. Section 29(2) of the *Residential Tenancies Act, 2006* (the 'Act') provides that a Tenant may apply for an order if the day of the alleged conduct giving rise to the application occurred less than one year. Therefore events before October 4, 2022 cannot be considered because this part of the Tenants' application is out of time.
9. The Tenant referred to incidents of harassment that allegedly occurred on August 30, 2024, and November 2024 but these were issues that arose after the application was filed and are not properly before me. The Tenant did not amend the application in accordance with the Board's Rules of Procedure, and the Tenants did not give the Landlord notice before this hearing. These issues, in any event are also out of time because the Tenant first raised the issue at the hearing on February 19, 2026. These events occurring in 2024 are also out of time since the Tenant would have had to made the request to amend or file another application by February 19, 2025 in order to comply with section 29(2) of the Act.

Reasonable Enjoyment:

10. In October 2022 the Tenants smelt gasoline and cigarette odour emanating on their balcony that came from the balcony of unit 605. On June 8, 2023, the Tenant also smelled odour from cigarettes and gasoline again coming from balcony in unit 605. The Tenant reported the problem to the superintendent directly by going to their unit at 9:45 pm on June 8, 2023. The Tenant testified the superintendent yelled at her and closed the door hitting her arm. The Tenant sent letters to the Landlord on June 1 and 12, 2023, and October 25, 2022, about the odour and allegations against the superintendent. The Tenant testified the Landlord ignored their complaints. The Tenant has partial view of the balcony, and they confirmed they saw a solvent on the balcony. The Landlord did not challenge the Tenants' evidence and its unknown what action was taken by the Landlord to investigate the problem other than it was confirmed the solvent was not gasoline on the problems tenant's balcony.
11. I find the evidence did not support a finding that the odour posed a risk to a person's safety or required an immediate response by the superintendent. The superintendent's

reaction/response to the Tenants may be considered disrespectful but is not construed to be interference that rises to the level of substantial as required under the Act. I'm also not satisfied the interference from odour detected from the Tenant's balcony rose to the level of substantial. I considered the Tenants' testimony about impairments with their breathing, having headaches, dizziness, nauseousness and vomiting as a result of the air quality. There was not enough evidence to establish a nexus between the Tenants' impairments and the odour coming on two occasions, 8 months apart, from the balcony of unit 605. The odour, as per the Tenants' testimony, was detected while the Tenants were on their balcony. Open air, on a balance of probabilities, rapidly dilutes concentration and is less likely to reach toxic levels to affect their health. The evidence doesn't establish that the odor kept the Tenants from using their balcony on an ongoing basis to amount to interference that reaches the level of substantial or that the Landlord's action reasonably warranted escalation.

It is ordered that:

1. The L1 application is dismissed.
2. The T2 application is dismissed.

February 27, 2026
Date Issued

Sandra Macchione
Vice Chair, 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.