



**Order under Section 100 101
Residential Tenancies Act, 2006**

File Numbers: LTB-L-097423-25

In the matter of: 603, 11 Shallmar Blvd
Toronto ON M5N1J6

Between: Beaux Properties Management Company Landlord

and

The Estate of Gary Gottlieb Tenant

and

Heidi Gottlieb
Lewis Burstyn
Unknown Occupants Occupants

Beaux Properties Management Company (the 'Landlord') applied for an order to terminate the tenancy of The Estate of Gary Gottlieb (the 'Tenant') and evict Heidi Gottlieb, Lewis Burstyn and Unknown Occupants (the 'Unauthorized Occupant') because the Tenant transferred occupancy of the rental unit to the Unauthorized Occupant without the Landlord's consent. The Landlord also applied for compensation by the Unauthorized Occupant for the use of the rental unit.

Beaux Properties Management Company (the 'Landlord') applied for an order to evict (the 'Subtenant') because the subtenancy ended, and the Subtenant continues to occupy the rental unit.

This application was heard by videoconference on March 9, 2026.

The Landlord's Legal Representative, Eric Steiman, the Landlord's Agent, Athena Metaxas, the Occupants Heidi Gottlieb ('HG') and Lewis Burstyn ('LB'), the Legal Representative for HG, Joseph Kary, and the Legal Representative for LB, Marshall Reinhart, attended the hearing.

The parties mutually agreed to resolve all matters at issue in the application and requested an order on consent. I was satisfied that the parties understood the consequences of the joint submission.

At the hearing, the parties agreed:

1. No tenancy or occupancy exists or ever existed between the Landlord and Heidi Gottlieb.

2. The tenancy and/or occupancy between the Landlord and Lewis Burstyn and any other known or unknown occupants in the rental unit is terminated on July 31, 2026 in a full and final way.
3. The parties waive all causes of action save and except for claims of physical damage to the rental unit or residential complex pursuant to section 34 of the *Residential Tenancies Act, 2006*, which occurred prior to March 9, 2026.
4. The Landlord agrees that the Tenant nor the Occupants shall be responsible for payment of any rent or daily compensation until August 1, 2026.
5. Parties agree that they will not divulge the terms of this consent to any third party, with the exception of any legal representatives or third party advisors.

It is ordered that:

1. The stay of order LTB-L-017396-25-AM, issued on May 14, 2025 and amended on June 25, 2025, is lifted immediately.
2. The tenancy between the Landlord and the Tenant is terminated pursuant to order LTB-L-017396-25-AM, as a result of the Tenant's passing on January 10, 2025.
3. The Occupants must move out of the rental unit on or before July 31, 2026.
4. The Landlord may file this order with the Court Enforcement Office (Sheriff) starting June 1, 2026, but the eviction may not be enforced until August 1, 2026.
5. Pursuant to paragraph 4 hereof, upon receipt of this order, the Court Enforcement Office (Sheriff) is directed to give vacant possession of the unit to the Landlord after August 1, 2026.
6. Lewis Burstyn shall pay the Landlord compensation of \$51.28 per day for use of the unit starting August 1, 2026 until the date the Occupants move out of the unit.

March 17, 2026
Date Issued

Candace Aboussafy
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 February 1, 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.