



Order under Section 69 Residential Tenancies Act, 2006

File Number: LTB-L-098861-25

In the matter of: 616, 304 OXFORD ST W
LONDON ON N6H1T1

Between: London and Middlesex Community Housing Landlord

And

Meredith Schlotzhauer Tenant

London and Middlesex Community Housing (the 'Landlord') applied for an order to terminate the tenancy and evict Meredith Schlotzhauer (the 'Tenant') because:

- the Tenant, another occupant of the rental unit or a person the Tenant permitted in the residential complex has seriously impaired the safety of any person and the act or omission occurred in the residential complex.

The Landlord also claimed compensation for each day the Tenant remained in the unit after the termination date.

This application was heard by videoconference on March 11, 2026.

The Landlord's agent Deven Richardson and Landlord's representative Shieaba Sadat attended the hearing. Witnesses for the Landlord were Doug Nemeth and Stephanie Baker.

The Tenant and the Tenant's representative Allison Darling attended the hearing.

Determinations:

Preliminary Issue, In Camera Request:

- At the commencement of the hearing the Tenant requested the hearing be held in-camera due to the sensitive nature of three videos within the Board's records.
- The Board's adjudicative records are generally open to the public, in accordance with the open court principle. In *Sherman Estate v. Donovan*, [2021 SCC 25 \(CanLII\)](#) at para. 30, the Supreme Court of Canada affirmed that court "openness is protected by the constitutional guarantee of freedom of expression and is essential to the proper functioning of our democracy": see also *Toronto Star v. AG Ontario*, [2018 ONSC 2586](#). For

proceedings commenced on or after June 30, 2019, there is also a statutory requirement pursuant to s. 2(1) of the *Tribunal Adjudicative Records Act* (“TARA”) that adjudicative records be made available to the public. Adjudicative records include the notice of appeal, the evidence and submissions in the proceeding, the LTB’s decision, along with the other documents listed in s. 1(2) of TARA.

3. As public access to adjudicative records is protected by s. 2(b) of the Canadian Charter of Rights and Freedoms, restrictions on access are exceptional. Pursuant to s. 2(2) of TARA, the Tribunal may order that all or part of an adjudicative record be treated as confidential and not disclosed to the public if the tribunal determines that:
 - a) matters involving public security may be disclosed; or
 - b) intimate financial or personal matters or other matters contained in the record are of such a nature that the public interest or the interest of a person served by avoiding disclosure outweighs the desirability of adhering to the principle that the record be available to the public
4. The test for imposing discretionary limits on court openness was recast by the Supreme Court in *Sherman Estate*. The party seeking an order to limit court openness must establish the following:
 - a) court openness poses a serious risk to an important public interest;
 - b) the order sought is necessary to prevent this serious risk to the identified interest because reasonably alternative measures will not prevent this risk; and
 - c) as a matter of proportionality, the benefits of the order outweigh its negative effect.
5. The person seeking to restrict access has the onus to displace the general rule of openness. In *Sherman Estate* the Court recognized that privacy can be an important public interest under the discretionary test where it can be demonstrated that protection of human dignity is at risk. Where one’s dignity is impaired, the impact on a person is no longer theoretical, but can have real consequences such as psychological distress. The Court also noted, however, that an applicant will only meet this threshold in exceptional cases where the information is so sensitive that openness can be shown to “meaningfully strike at the individual’s biographical core in a manner that threatens their dignity”.
6. In my view the Tenant met this threshold. However, in-camera proceedings are unnecessary and overly restrictive.
7. The reasonably alternative measure of sealing the specific sensitive materials from public availability and not displaying the videographic images during the hearing would protect the privacy and dignity of the Tenant, while still adhering to the principle that records be available to the public and the hearing be in open court.
8. Prohibiting public access to the sensitive videos would not seriously impact the public’s ability to understand the issues and evidence in this application, nor understand why the Board made the decision it did, because the sensitive content in those videos was

adequately described in the hearing and is, in any event, collateral to and unnecessary for proof of the alleged ground of serious impairment of safety.

9. I will therefore order that no public access be given to the LTB documents DOC-7474668; DOC-7474553 and DOC-7474528.
10. I also determined at the hearing that the videos found at DOC-7474668; DOC-7474553 and DOC-7474528 would not be publicized during the hearing and those videos were not played publicly.

Serious Impairment of Safety

11. As explained below, the Landlord has proven on a balance of probabilities the grounds for termination of the tenancy. However, relief from eviction is granted subject to conditions on the Tenant's behaviour.
12. The Tenant was in possession of the rental unit on the date the application was filed.
13. On November 13, 2025, the Landlord gave the Tenant an N7 notice of termination alleging the Tenant seriously impaired the safety of another Tenant in the residential complex by assaulting her.
14. There is no real dispute between the parties about the relevant facts. Where the Tenant was unable to recall pertinent facts, she acknowledges that the video of the altercation is accurate.
15. The Landlord produced a video taken from three different angles by CCTV security cameras in the residential complex of the Tenant assaulting Stephanie Baker ('S.B.') in the common area lobby by hitting her in the temple, knocking her glasses off and causing blood to flow. The Tenant was without clothing during this altercation. The Tenant also reached out of her rental unit doorway and grabbed at SB's arm. SB was with her 8-year-old son at the time, who witnessed everything except the temple strike.
16. It is not disputed that the police attended and the Tenant was charged with assault and Mischief. The Tenant was subsequently placed on judicial interim release with a condition of no-contact with SB.
17. Based on the evidence at the hearing, the video produced, the testimony of SB and the testimony of the Tenant, I am satisfied on a balance of probabilities that the Tenant has seriously impaired the safety of SB by assaulting her in the residential complex.

Relief from Eviction

18. There is no doubt that the conduct of the Tenant is serious, however, after considering all of the disclosed circumstances in accordance with subsection 83(2) of the *Residential Tenancies Act, 2006* (the 'Act'), I find that it would not be unfair to grant relief from eviction subject to the conditions set out in this order pursuant to subsection 83(1)(a) and 204(1) of the Act.

19. I have considered that the altercation between the parties appears to be personal, and although the issue of a dispute about keys was the ignition for the altercation, I'm satisfied based on the testimony of both the Tenant and SB that the relationship had soured previously. Therefore, I'm mindful that SB no longer lives in the residential complex, meaning the likelihood the parties will cross paths again is low.
20. Based on the medical information provided by the Tenant, due to a historical head injury, she suffers from a diagnosis which leads her to struggle with basic impulse control and finds the regulation of her behaviour and emotions challenging. Despite the comment in her medical documents that she struggles to understand the consequences of her actions, I find her testimony in the hearing indicative of someone who is remorseful for her behaviour and aware of its impact.
21. The Landlord is a social housing provider for largely rent-geared-to-income tenants. The Tenant benefits from rent-geared-to-income. In all likelihood, displacing her would have a significant impact on her housing security.
22. The Tenant has community and mental health supports in place to assist her to manage her challenges on an ongoing basis.
23. The altercation, in my view, is a direct result of the Tenant's disability. The evidence is the Landlord has not attempted to accommodate the Tenant in this case although aware of her disability. Historically the Landlord did provide a one-time referral to services between 2023 and 2024, however has not offered any assistance since that time. While the seriousness of the conduct mandated an N7 notice of termination be served, the Landlord still has the obligation to enquire, which they failed to meet.
24. There is no dispute the Tenant has no history of violence or public indecency prior to this event, and there has been no incident since. This was a one-time event which confirms my determination that the situation was personal as between SB and the Tenant.
25. The Landlord requested any conditions imposed on the Tenant last for either the duration of the Tenancy or 24 months. The Tenant requested 12 months.
26. I find it appropriate to require the Tenant to comply with conditions for a period of 18 months. This time frame was chosen because the altercation was a single event, the Tenant has moved out and therefore the likelihood of breach or recurrence is low. Conditions imposed by the Board are not punitive but preventative. I take into account that a longer conditional order may have a negative impact on other rights the Tenant has available to her with this Landlord. I have considered that it was recently disclosed to the Landlord that SB's mother confronted the Tenant shortly after the altercation at the residential complex, but the Tenant did not mention this until very recently to the Landlord. This suggests that the potential for future tension remains. Therefore, one year, in my view, is insufficient given the seriousness and recency of the conduct.
27. The Landlord requests that the Board order the Tenant to have no-contact with SB, directly or indirectly. Breach of such a condition, absent violence or aggression, would not give rise to the same grounds of termination pursuant to section 78 of the Act. There must be some nexus between the grounds claimed and the conditions imposed. The aspect of serious impairment of safety is addressed by the condition to not engage in acts of

violence. Moreover, the Board has no jurisdiction to order no contact with persons not on residential complex property. I have also considered that the Tenant is currently subject to judicial interim release provisions that govern contact with SB. I therefore will not issue a no-contact order with SB.

28. The Landlord also requested that the Board order the Tenant to remain appropriately clothed at all times while outside her rental unit. For the same reason as the no-contact request, a breach of this condition would not give rise to the same grounds of serious impairment of safety as claimed in the application pursuant to section 78 of the Act and is therefore outside of the Board's jurisdiction to order in this context. There is no nexus between her clothing and serious impairment of safety in this case.

29. I therefore will not order the Tenant to remain clothed while outside her rental unit. However, the law requires her to do so and failure to do so could be found to be substantial interference with persons in the residential complex.

It is ordered that:

1. The following Board records shall be treated as confidential and shall not be disclosed to the public by the Board unless ordered otherwise:
 - DOC-7474668; DOC-7474553 and DOC-7474528.
2. The parties to this proceeding shall not disclose the videos set out in paragraph 1 to anyone.
3. I direct staff to warn any person who inquires about this matter of the above restrictions.
4. The tenancy between the Landlord and the Tenant continues if the Tenant meets the conditions set out below.
5. For a period of 18 months, the Tenant shall not engage in acts of violence or aggressive behaviour towards any person within the residential complex.
6. If the Tenant fails to comply with the conditions set out in paragraph 5 of this order, the Landlord may apply under section 78 of the *Residential Tenancies Act, 2006* (the 'Act') for an order terminating the tenancy and evicting the Tenant. The Landlord must make the application within 30 days of a breach of a condition. This application is made to the LTB without notice to the Tenant.
7. The Tenant shall pay to the Landlord \$186.00 in costs.
8. If the Tenant does not pay the Landlord the full amount owing on or before April 30, 2026, the Tenant will start to owe interest. This will be simple interest calculated from May 1, 2026 at 4.00% annually on the balance outstanding.

March 16, 2026
Date Issued

Julie Broderick
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 of the Tenant expires on September 22, 2026 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.