



Maintenance and Repairs

Information in this brochure

The *Residential Tenancies Act* (the Act) has rules about the maintenance and repair of rental properties. This brochure explains some of these rules. These rules apply to all rental agreements, even if:

- the agreement is not in writing,
- a written agreement conflicts with the rules under the Act, and
- the rental property was not in good condition and the tenant agreed to rent it anyway.

This brochure is not a complete summary of the law and it is not intended to provide legal advice. If you need more detailed information about the law, please see **For More Information** at the end of this brochure.

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Landlord Responsibilities

Repair the rental property

A landlord must keep a rental property in a good state of repair. All things that the landlord provides to the tenant must be kept in working order. This could include items such as:

- electrical, plumbing or heating systems,
- appliances,
- carpets in the unit or common areas,
- walls, roofs, ceilings,

Repair the rental property
(continued)

- windows, doors, locks, lighting,
- garages, laundry rooms, patios, walkways or pools.

If something no longer works because of normal “wear and tear,” the landlord must repair it so that it works properly, or replace it. When something is replaced, however, the landlord does **not** have to supply a **new** or better model.

For example, if a stove supplied by the landlord cannot be fixed and must be replaced, it does not have to be replaced with a newer model with more features. Also, the landlord could replace it with a used stove, as long as the used stove works properly.

Maintain the rental property

A landlord must keep the rental property clean. This includes any lobby area, halls, elevator, laundry room, pool, and parking lot or garage. A landlord must also make an effort to control pests such as cockroaches and mice.

Meet property standards

A landlord must make sure that the rental property meets health, safety, housing and maintenance standards. These standards are set out in **municipal bylaws** or **provincial maintenance standards**.

Municipal Bylaws

Many communities in Ontario have bylaws that set minimum standards for the upkeep and maintenance of a rental property. A landlord must maintain a rental property to the minimum standards set in the bylaws.

Your local municipal government is responsible for enforcing these bylaws.

Provincial Maintenance Standards

Some communities do not have municipal bylaws. In those areas, the landlord must follow the provincial **Maintenance Standards** set out in the regulations under the *Residential Tenancies Act*. The **Investigation & Enforcement Unit** of the Ontario Ministry of Municipal Affairs and Housing enforces the provincial maintenance standards.

For information on how a tenant can report a problem to their local municipal government or the Investigation and Enforcement Unit, see **Report the problem to the municipal government or IEU** on page 4.

Follow the fire safety laws

The landlord must follow all fire safety laws. Information about fire safety laws for rental properties can be obtained from your local fire department, or from the website of the Office of the Ontario Fire Marshal at www.ofm.gov.on.ca.

Not to interfere with vital services

“Vital services” are hot or cold water, fuel, electricity, gas and, during certain months of the year, heat. Where a landlord provides heat, it must be kept at a minimum temperature of 20° Celsius from September 1 to June 15. However, your own municipal standards may be higher.

If a landlord provides any vital service to a tenant, the landlord cannot withhold the reasonable supply of it. This rule applies even if the tenant’s rent is overdue, or the tenant has caused damage to the property.

If a rental agreement says a tenant must arrange for the supply of one or more of these services (for example, the tenant pays the hydro company directly for electricity), the landlord cannot deliberately interfere with the supply of those services.

Note: If the supply of a vital service to a rental unit is cut-off because the landlord failed to pay their bills, the landlord will be considered to have withheld the supply of that service. However, if the supply of a vital service is cut-off because the tenant failed to pay their own utility bill, the tenant cannot claim that the landlord withheld a vital service.

Landlord must give notice to enter the rental unit

A landlord may enter a rental unit to inspect for maintenance problems, make repairs, do work or replace something.

If a landlord wishes to enter a rental unit for one of these reasons, the landlord must give the tenant **written notice at least 24 hours** before the landlord plans to enter.

The written notice must include:

- the reason why the landlord wishes to enter,
- the date the landlord will enter, and
- a time of entry between 8:00 a.m. and 8:00 p.m.

Additional maintenance obligations in Mobile Homes & Land lease Communities

Landlords of mobile home parks and land lease communities have **additional** maintenance obligations.

Landlords must keep a mobile home park or land lease community in a good state of repair. This includes:

- the grounds and all buildings and equipment intended for the use of all residents,
- the roads - keeping them free of potholes, snow and other dangers,

Additional maintenance obligations in Mobile Homes & Land lease Communities
(continued)

- the water supply – making sure that there is enough potable water and water pressure for normal household use, and
- the fuel, drainage, sewage and electrical systems.

Landlords are also required to:

- remove or dispose of garbage or to make arrangements for the removal or disposal of garbage on a regular basis, and
- repair any damage to the tenant’s property deliberately caused by the landlord, or that resulted from the landlord’s neglect.

Remedies Available to Tenants

Inform the landlord

If a tenant has a maintenance problem, the first thing they should do is make a written request to the landlord, asking the landlord to fix the problem.

The tenant can write the landlord a letter, or in some cases, landlords have a “maintenance” or “work order” request form that can be completed. The tenant should keep a copy of their written request.

If the landlord does not fix the problem

If, after being informed, the landlord does not fix the problem within a reasonable time, the tenant can:

- report the problem to their local government or the Investigation and Enforcement Unit (IEU),
- file an application to the Board, or
- do both of these things.

Report the problem to the municipal government or IEU

The tenant should contact their local municipal government to see if their community has a maintenance, property or housing standards bylaw.

You may check the blue pages of your telephone directory for the phone number for your local municipal government.

IF the community ...	THEN the tenant should report the maintenance problem to...
Has a maintenance, property or housing standards bylaw	<p>Their local municipal government.</p> <p>The local municipal government may:</p> <ul style="list-style-type: none"> • inspect the property for any bylaw violations, and • issue a notice of violation or a municipal work order that requires the landlord to make repairs by a deadline. <p>If the landlord does not do the repairs, the local municipal government can:</p> <ul style="list-style-type: none"> • take the landlord to court for not following the bylaw, • do the work and add the cost to the landlord's property taxes, or • do both of these things.
Does not have a maintenance, property or housing standards bylaw	<p>The Investigation and Enforcement Unit (IEU) of the Ministry of Municipal Affairs and Housing.</p> <p>In Toronto call 416-585-7214, or toll-free outside Toronto at 1-888-772-9277.</p> <p>The Investigation and Enforcement Unit may:</p> <ul style="list-style-type: none"> • arrange for an inspection of the property for any maintenance standard violations, and • issue a provincial work order that requires the landlord to make repairs by a deadline. <p>It is an offence under the <i>Residential Tenancies Act</i> to disobey a provincial work order.</p>

File an application with the Board

If, after being informed, the landlord does not fix the problem, a tenant can file a **Tenant Application About Maintenance (Form T6)** with the Board. This form is available from the Board.

When the application is filed with the Board, a hearing will be scheduled and the landlord will have the right to attend the hearing to explain why they disagree with the application.

File an application with the Board
(continued)

If a tenant files a maintenance application with the Board, they must prove to the Board that the landlord is not properly maintaining their unit. Therefore it is important that the tenant bring any evidence they have to support their application with them to the hearing. Some items that could serve as evidence to support a maintenance application are:

- pictures of the maintenance problem,
 - copies of any written correspondence with the landlord such as work order requests or letters,
 - a ledger or log of dates and times when the tenant spoke with the landlord, or
 - copies of any municipal or provincial work orders.
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Remedies the tenant can ask for:

On a **Tenant Application About Maintenance (Form T6)**, the tenant can ask the Board to:

- 1) Grant a rent abatement – require the landlord to pay an amount directly to the tenant or allow the tenant to hold back all or part of the rent normally paid to the landlord.
 - 2) Order the landlord to repair or replace something, or do work by a certain date.
 - 3) Allow the tenant to repair or replace something, or do work, and order the landlord to pay the tenant for the cost of the repair.
 - 4) Order the landlord to pay the tenant for:
 - any reasonable expenses the tenant paid to repair or replace something, or for work that the tenant did, which the landlord was responsible to do, and
 - damage caused to the tenant’s property, or out of pocket expenses of the tenant, that resulted from the maintenance and repair problems.
 - 5) Stop the landlord from increasing the rent for the rental unit, until the landlord fixes any serious maintenance problems that the landlord has been or will be ordered to do.
 - 6) End the tenancy (but only if the tenant requests it or the safety of the tenant is at risk).
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Withholding rent

A tenant **should not** withhold any part of the rent, even if the tenant feels that maintenance is poor or a necessary repair has not been done. A tenant should file a **Tenant Application about Maintenance with the Board (T6)**.

A tenant can be evicted if they withhold rent without getting approval from the Board.

If a tenant files a maintenance application with the Board, the tenant may ask the Board to allow them to pay some or all of their rent into the Board until their application has been decided. It will be up to the Board to determine whether or not to grant the tenant's request.

There is a form called **Request to Pay Rent to the Board on a Tenant Application About Maintenance** that tenants should use. This form is available from the Board.

Tenant Responsibilities

Keep the unit clean

A tenant must keep the rental unit clean, up to the standard that most people would consider ordinary or normal cleanliness.

Keeping an untidy unit is not a reason to evict a tenant under the Act. However, if a tenant's unit is so unclean that it is interfering with the reasonable enjoyment of the landlord or other tenants in the building, the tenant could be evicted for this reason.

Also, if the unit is so dirty that it attracts bugs and rodents presenting a health risk or is so cluttered with paper and garbage that it poses a fire hazard, a tenant could be evicted for putting the safety of the landlord or other tenants at risk.

Repair damage

A tenant must repair or pay for the repair of any damage to the rental property caused by the tenant, their guests or another person living in the rental unit. This includes damage in the tenant's unit, as well as in any "common area" such as a hallway, elevator, stairway, driveway, or parking area.

It does not matter whether the damage was done on purpose or by not being careful enough – the tenant is responsible. However, the tenant is not responsible to repair damage caused by normal "wear and tear". For example, if the carpet has become worn after years of normal use, the tenant would not have to replace the carpet.

Repair damage
(continued)

In addition, a tenant may be evicted if the tenant, a guest or another person living in the rental unit:

- causes damage to the rental property and the tenant does not repair or replace the damaged property or pay for it,
- willfully causes damage to the unit or the building, or
- uses the rental property for something other than residential use and this has caused or is likely to cause serious damage. For example, if the tenant makes structural and electrical changes to the rental unit to build a green house for growing hydroponic vegetables, this is not a typical residential use.

Remedies Available to Landlords

Inform the tenant of the problem

If the tenant is not keeping the unit clean or has damaged the rental property, in most cases the first step should be to speak with the tenant and ask the tenant to correct the problem.

Give the Tenant a notice to end the tenancy

If the tenant does not correct the problem, the landlord may give the tenant a notice to end the tenancy. A notice to end a tenancy must be in writing and in a form approved by the Landlord and Tenant Board. There are different forms for different reasons.

Apply to the Board for damages and/or eviction

A landlord may apply to the Board for:

- an order evicting the tenant (if the landlord has served the tenant with a notice of termination),
- an order requiring the tenant to pay costs for repairing or replacing property that was damaged by the tenant, their guest or another occupant of the rental unit, or
- both of these things.

When the application is filed with the Board, a hearing will be scheduled and the tenant will have the right to attend the hearing to explain why they disagree with the application.

Note: In some cases, a tenant may be able to void an eviction notice.

Supporting the application

If a landlord applies to the Board, it is important that they bring any evidence they have to support their application with them to the hearing. Some items that could serve as evidence to support an application based on damage or an extremely unclean unit are:

- pictures of the damage or the state of the unit,
- copies of any written correspondence between the landlord and the tenant, such as letters and notices of termination,
- written quotes from licensed contractors for the cost of repairing the damage or cleaning the unit, and
- receipts for any costs the landlord had in repairing damage to the rental property.

For More Information

Contact the Landlord and Tenant Board

This brochure provides general information only. For more information, or to obtain copies of the Board's forms and publications, you may:

- visit the Board's website at www.LTB.gov.on.ca.
- call the Board at **416-645-8080** or toll-free at **1-888-332-3234**, or
- visit your local Landlord and Tenant Board office. A list of Board office locations can be found on our website, or you may call us at the numbers listed above.