



Brochure: Maintenance and Repairs

Information in this Brochure

The *Residential Tenancies Act* (RTA) sets out the obligations landlords and tenants each have for the maintenance and repair of a rental property. This brochure explains some of these obligations.

These obligations apply to all rental agreements, even if:

- the rental agreement is not in writing
- terms in the rental agreement conflict with the RTA
- the rental unit was not in good condition and the tenant agreed to rent it anyway

This brochure is not a complete summary of the law. If you need more detailed information, [contact the Landlord and Tenant Board](#).

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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:

- Electrical, plumbing or heating systems
- Appliances
- Carpets in the unit or common areas
- Walls, roofs, ceilings
- Windows, doors, locks, lighting
- Garages, laundry rooms, patios, walkways or pools

If something no longer works due to normal wear and tear or because it breaks or wears out, 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 the lobby, halls, elevator, laundry room, pool, and parking lot or garage. A landlord must also take steps 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. 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 *Residential Tenancies Act* regulations. The municipality is responsible for enforcing the provincial maintenance standards.

For more information, see the section: [Report the problem](#).

Follow the fire safety laws

The landlord must follow all fire safety laws. Information about fire safety laws for rental properties is available from your local fire department, or from the website of the [Office of the Ontario Fire Marshal](#).

Not interfere with vital services

"Vital services" are hot or cold water, fuel, electricity, gas and, during certain months of the year, heat. If a landlord provides heat, it must be kept at a minimum temperature of 20° Celsius from September 1 to June 15. However, some 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 damaged the property.

If a rental agreement says a tenant must arrange for 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 a vital service to a rental unit is cut-off because the landlord failed to pay their bill, the landlord is considered to have withheld that service. However, if 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.

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.

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 wants to enter
- The date the landlord will enter
- A specific time of entry between 8 a.m. and 8 p.m.

Additional maintenance obligations in mobile homes and land lease communities

Landlords of mobile home parks and land lease communities have additional maintenance obligations. They must keep the 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
- The water supply – making sure that there is enough drinking water and water pressure for normal household use
- The fuel, drainage, sewage and electrical systems

These landlords are also required to:

- dispose of garbage on a regular basis (or arrange for it to be disposed of)
- repair any damage to the property that the landlord deliberately caused, or that resulted from the landlord's neglect

What Tenants Can Do When There's a Problem

Inform the landlord

If a tenant has a maintenance problem, the first thing they should do is ask the landlord - in writing - to fix the problem.

The tenant can write the landlord a letter or complete a "maintenance" or "work order" request form. The tenant should keep a copy of their written request.

If the landlord does not fix the problem

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

- report the problem to their local government
- file an application with the LTB
- do both of these things

Report the problem

The tenant can contact their local municipal government and ask to have the property standards by-law enforced or, if there are no property standards by-laws, then to have the provincial maintenance standards enforced. The local municipality may:

- inspect the property for any bylaw violations
- issue a notice of violation or a municipal work order that requires the landlord to make repairs by a deadline.

If the landlord does not do the repairs, the local municipal government can:

- take the landlord to court for not following the bylaw
- do the work and add the cost to the landlord's property taxes
- do both of these things

Apply to the LTB

If the tenant tells the landlord about a problem and the landlord doesn't fix it, doesn't fix it properly or doesn't fix it quickly enough, a tenant can file a [Tenant Application about Maintenance \(Form T6\)](#) with the LTB.

When the application is filed, a hearing will be scheduled. Both the tenant and the landlord have a right to attend the hearing to explain their side of the story.

Support the application

The tenant will have to prove that the landlord is not properly maintaining the unit. The tenant will need to testify at the hearing. They should also bring three copies of any documents and other evidence which supports their claim. Some examples are:

- Printed pictures of the maintenance problem
- Copies of 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
- Copies of municipal or provincial work orders

Remedies the tenant can ask for

On a [Tenant Application about Maintenance \(Form T6\)](#), the tenant can ask the LTB to:

1. Grant a rent abatement (reduction), which means the landlord would be required to pay an amount directly to the tenant or the tenant would be allowed to hold back all or part of the rent.
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
 - 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.
6. End the tenancy (but only if the tenant asks or the rental unit is unsafe).
7. Make another type of order; for example, an order which requires the landlord to pay money to the tenant.

Do not withhold 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 landlord can apply to evict a tenant if the full rent is not paid on time.

If a tenant files a [Tenant Application about Maintenance \(Form T6\)](#), the tenant may ask the LTB to allow them to pay some or all of their rent to the LTB (instead of the landlord) until their application has been decided. The LTB will decide whether or not to grant the tenant's request. To make this request, use the form [Request to Pay Rent to the Board on a Tenant Application about Maintenance](#).

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 RTA. 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, a tenant could be evicted for putting the safety of the landlord or other tenants at risk. For example:

- The unit is so dirty that it attracts pests
- The unit is so cluttered that it poses a fire hazard

Repair damage

A tenant must repair or pay for the repair of any damage to the rental property that's not due to normal wear and tear. The damage could have been 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 areas 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.

Tenants are not responsible for damage caused by normal use. For example, the tenant is not responsible for replacing a carpet which has become worn after years of normal, everyday use.

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
- uses the rental property for something other than residential use that could cause serious damage. For example, if the tenant makes structural and electrical changes to the rental unit to build a greenhouse for growing hydroponic vegetables.

What a Landlord Can Do When There's a Problem

Inform the tenant of the problem

If the tenant has not kept the unit clean to the point that it's a safety or health hazard or the tenant has damaged the rental property, the first thing the landlord should do is 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 LTB. There are different forms for different reasons. These notices are available at sjto.ca/ltb/forms.

Apply to the LTB for damages and/or eviction

A landlord can apply to the LTB 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
- both of these things

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

Support the application

The landlord should bring three copies of any evidence they have 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:

- Printed 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
- Receipts for money the landlord spent to repair damage to the rental property

Contact the Landlord and Tenant Board

Call us:

Toll free: 1-888-332-3234

Toronto area: 416-645-8080

TTY: Bell Relay Service at 1-800-268-9242

Visit our website at sjto.ca/ltb

Visit your local LTB office. For office locations visit [our website](#).