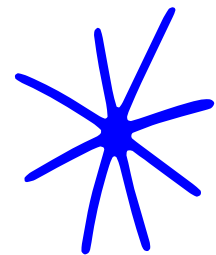
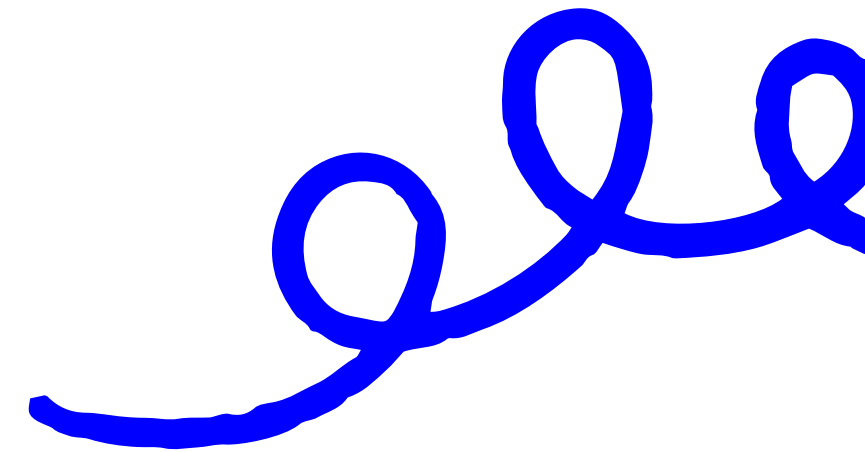


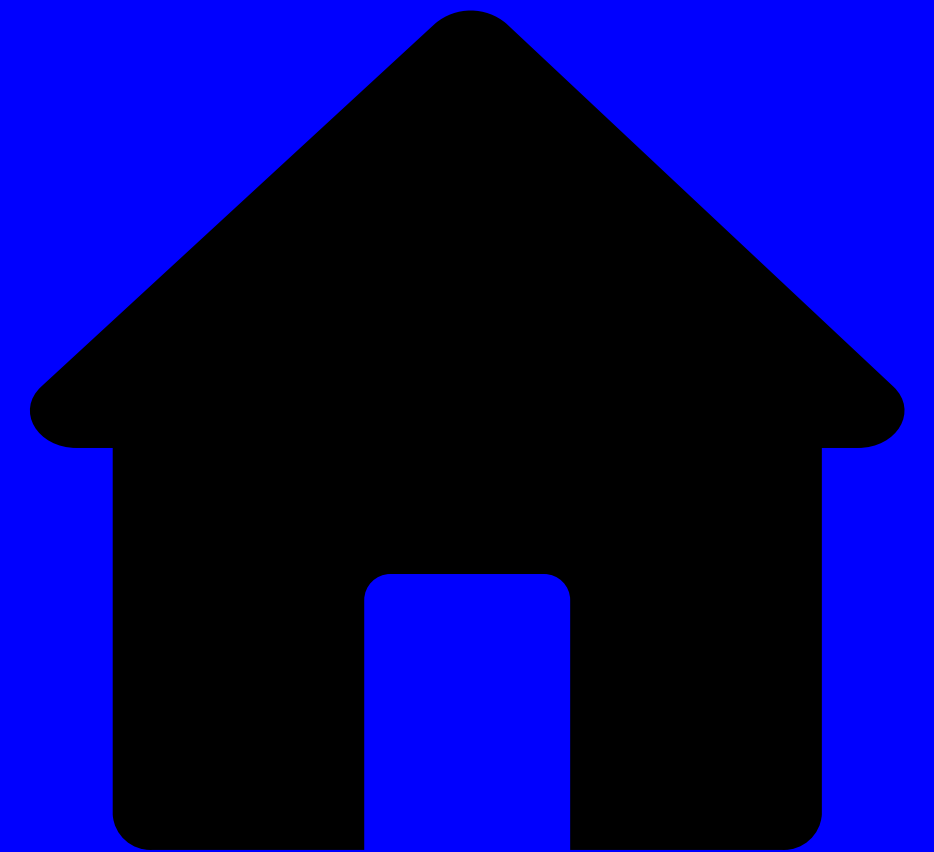
Repair and Maintenance Issues



Presented by caycie soke,
staff lawyer, KINNA - awaya legal
clinic

Residential tenancies act

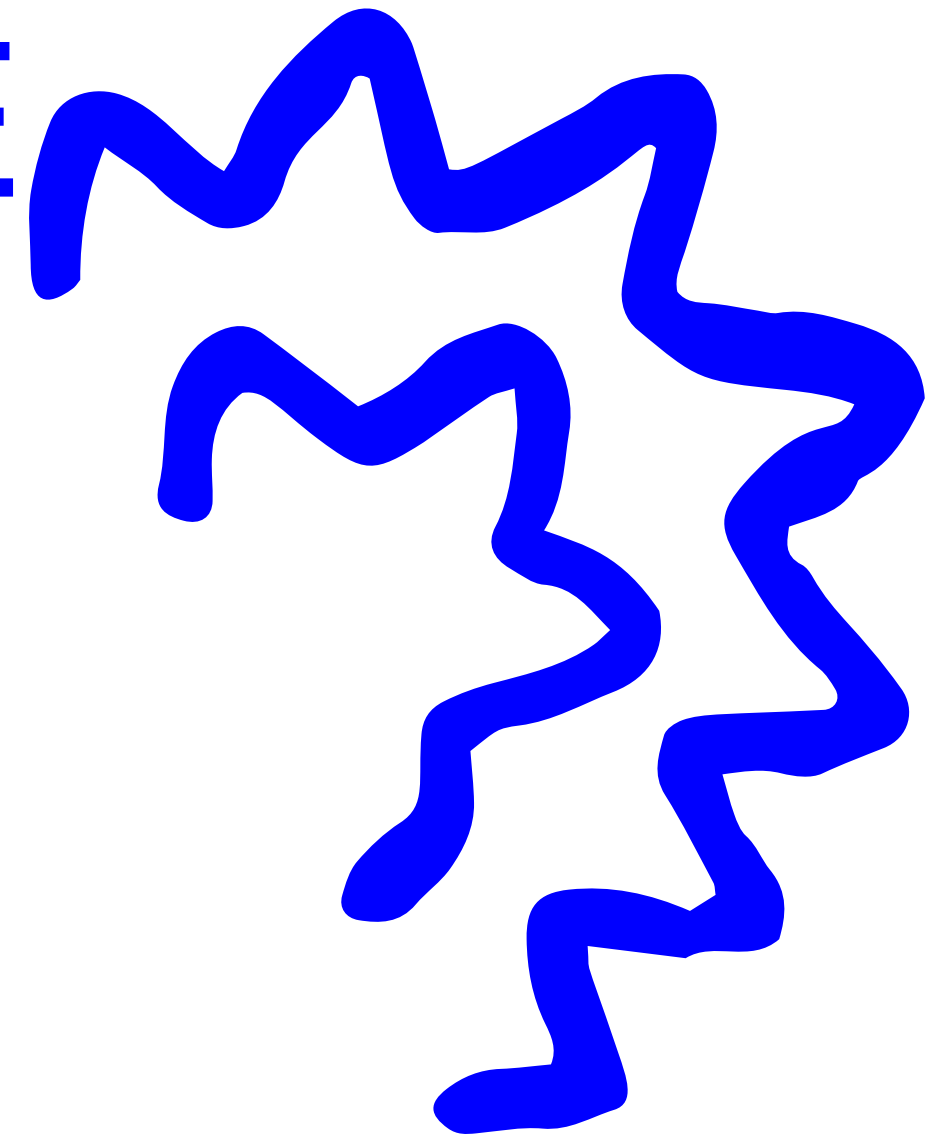
- Does not apply between you and another tenant who is subletting to you or agrees to share their room with you
- Does not apply where you share a kitchen and bathroom with your landlord
 - Does not apply in certain transitional/supportive housing situations



WHO IS RESPONSIBLE FOR WHAT?

The **landlord** is responsible for....

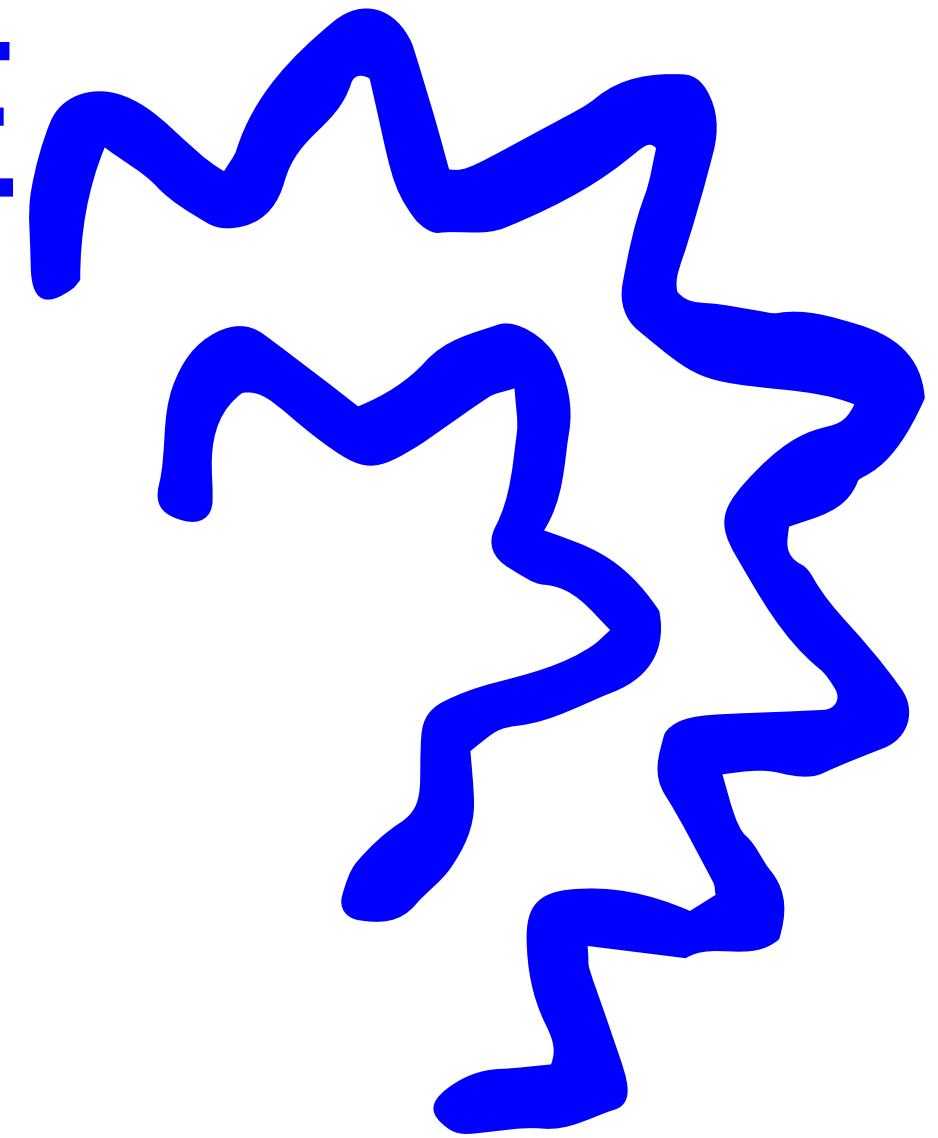
- Good state of repair and fit for habitation
- Comply with all health, safety, housing and maintenance standards
- Normal wear and tear



WHO IS RESPONSIBLE FOR WHAT?

The **tenant** is responsible for....

- Ordinary state of cleanliness
- Wilful or negligent damage
- Not interfering with other tenants' reasonable enjoyment
- Not interfering with lawful right, interest or privilege of your landlord



Examples...

If there is a pest infestation, a tenant is responsible for informing the landlord as soon as possible and keeping the unit tidy and free of pest attractants (within reason). The landlord is responsible for arranging and paying for pest control. If the landlord thinks the pests are the tenant's fault, they may file an application at the Landlord Tenant Board for compensation/remedies/eviction.

If there is mold in the bathroom, a tenant is responsible for informing the landlord, and ensuring any mitigating conduct (i.e. using available fan) is followed within reason. The landlord is responsible for arranging and paying for mold remediation. If the landlord thinks the mold is the tenant's fault, they may file an application at the Landlord Tenant Board for compensation/remedies/eviction.

If a tenant moves out and there are large holes in the walls, the tenant may be held responsible for the damages by way of an application to the Landlord Tenant Board.

If the tenant moves out and the 25 year old carpet needs to be replaced due to reasonable wear and tear, the landlord should be responsible for this cost.

USEFUL LIFE IN YEARS CHART

**TABLE 8
FINISHES**

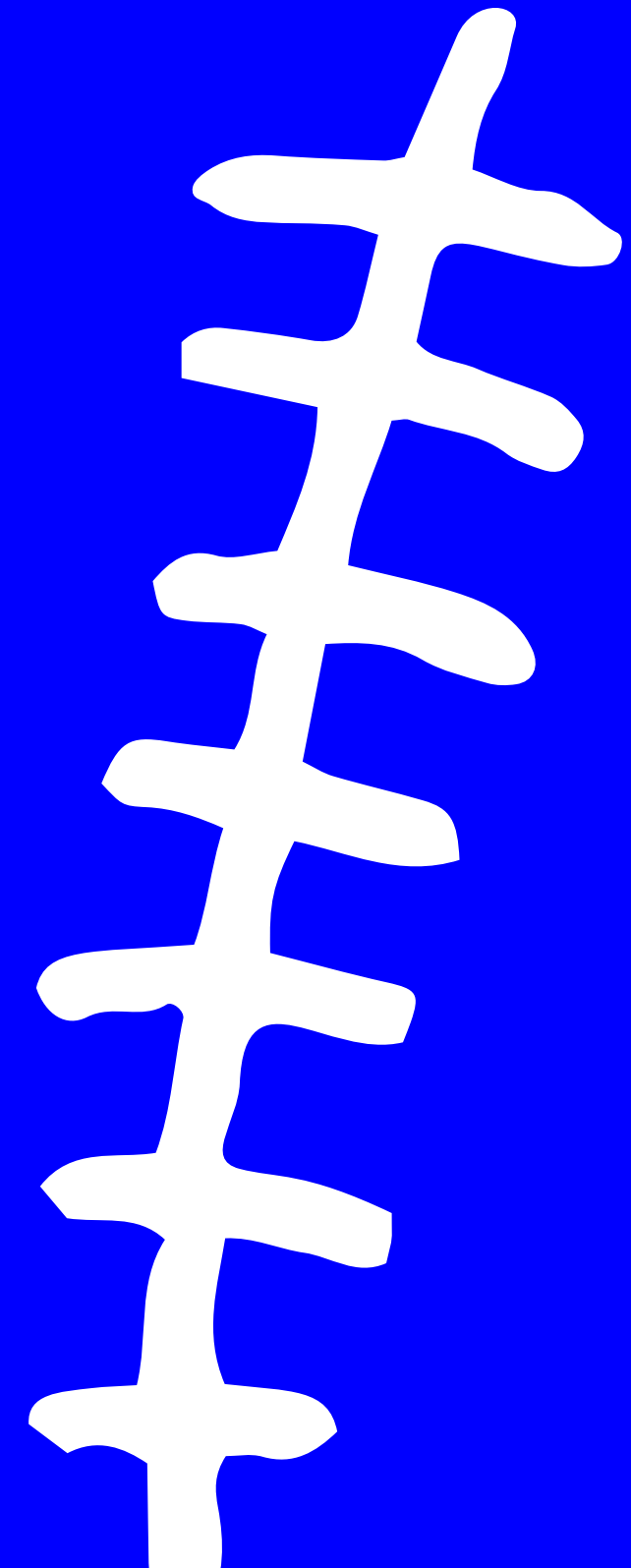
Column 1 Item	Column 2 Work Done or Thing Purchased	Column 3 Useful life in years
1.	Common areas carpets	10
▼ Search within this document ▲		
3.	Asphalt flooring	10
4.	Ceramic tile flooring	10
5.	Hardwood flooring	20
6.	Linoleum flooring	10
7.	Marble flooring	25
8.	Parquet flooring	20
9.	Quarry tile flooring	10
10.	Restaining of flooring	5
11.	Rubber tiles flooring	20
12.	Sanding of flooring	5

human rights & housing

Under the Ontario Human Rights Code (“the Code”), landlords have a duty to accommodate tenants in regards to their rights under the Code unless doing so will amount to undue hardship.

2. (1) Every person has a right to equal treatment with respect to the occupancy of accommodation, without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, marital status, family status, disability or the receipt of public assistance.

-Ontario Human Rights Code



Example of ACCOMMODATION IN THE REPAIR AND MAINTENANCE CONTEXT

A tenant uses a wheelchair and has lived in their unit for 15 years. There is additional wear and tear on the carpeted floor and knicks in the drywall due to use of the wheelchair inside. It is arguable that the tenant should not be responsible to pay for this wear and tear, but rather, that the landlord should accommodate the tenant and take on this cost.

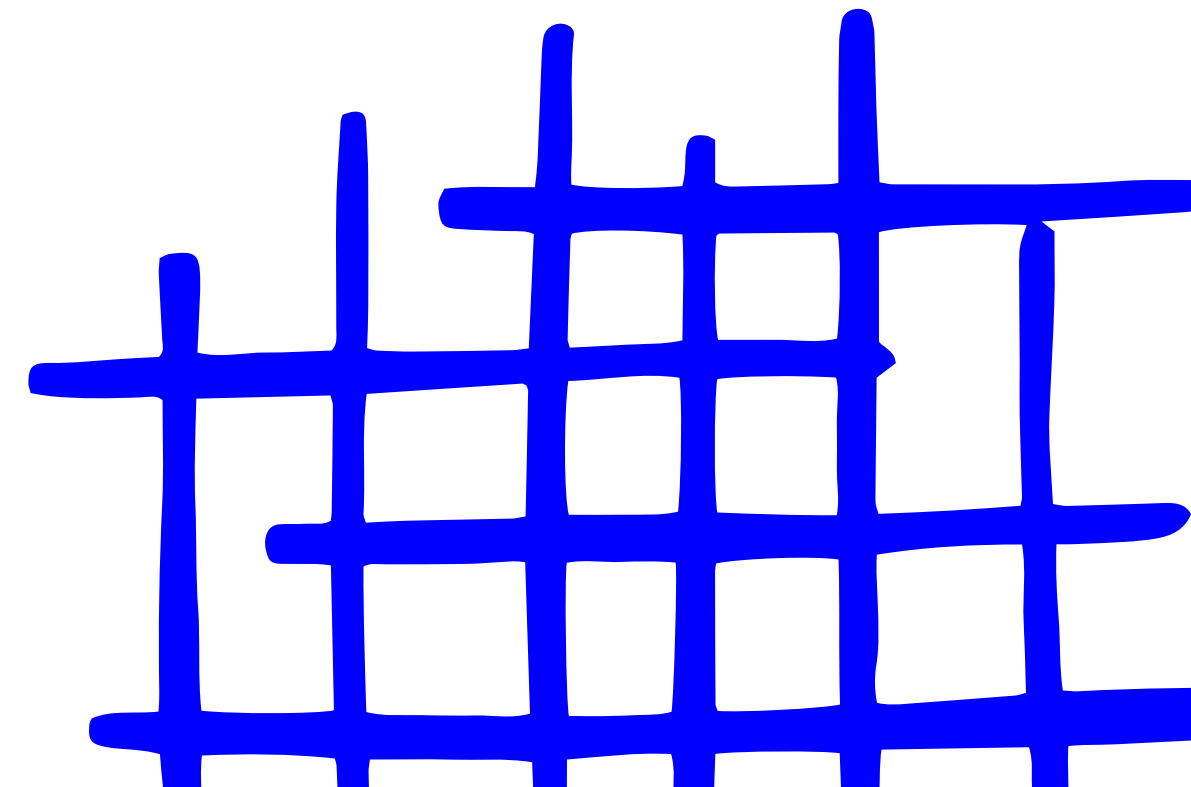
A tenant lives with schizophrenia and frequently causes flooding by overflowing her bathtub and sink. Although she may have “substantially interfered with the reasonable enjoyment of other tenants” and caused damage, the landlord has a duty to accommodate her to the point of undue hardship. Examples of accommodation may be the installation of motion activated taps.

What to do if there is a repair and maintenance issue in your unit

- Document the issue (pictures, date and times)
- Let the Landlord know in writing as soon as possible (text, email, written letter)
- Ask the Landlord to repair the issue as soon as possible in your correspondence

What to do if YOUR LANDLORD IGNORES YOU

- Contact relevant authorities (Health Unit, By Law)
- Document all attempts to obtain assistance
- Contact the Rental Housing Enforcement Unit
- Consider filing a Tenant Application (T2/T6)
- Get legal advice!



can you withhold rent ?

Short answer:

Legally, no.

The remedy for repair and maintenance issues is to file a tenant application at the Landlord Tenant Board.

If you withhold rent, your Landlord can serve you with a notice and file at the Landlord Tenant Board to terminate your tenancy.

At an arrears hearing a tenant can make any arguments they would otherwise make in a tenant application in response.

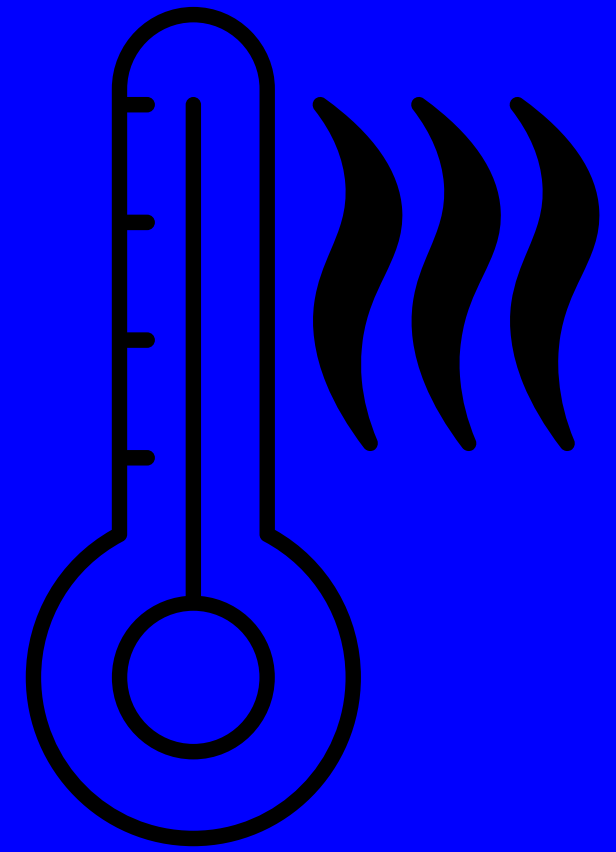
Note: Notice is required to do this.

rules about utilities

A lease agreement should clearly say what utilities the Tenant and Landlord are responsible for, respectively.

Whatever is in the agreement should be abided by for the length of the tenancy, unless both parties agree to change it.

It is illegal for your Landlord to cut off or interfere with any vital service (hot or cold water, heat [September 1 to June 15]), fuel, electricity and natural gas.



Rules About airconditioning

If your residence already has air conditioning when you move in, then your Landlord is responsible to maintain the air conditioning.

If there is a “maximum heat” by -law in your municipality your Landlord has an obligation to provide an air -conditioner to cool the unit to that temperature.

If there is no “maximum heat” by -law in your municipality, your Landlord still has to provide you with a unit that is “fit for habitation”, so if your unit is too hot - get legal advice!

If your residence does not already have air conditioning , you should consider the following before installing one:

- do you pay for electricity or does your Landlord?
- is there anything in your lease about allowing/installing an air conditioner?
- will it count as a new service or facility under the law?

****New rules in effect in July 2026 about “safe and secure installation” and a reasonable “seasonal rent increase”.**



MERCI !