

# IS YOUR LANDLORD INSISTING THAT YOU PAY FOR DAMAGE YOU DID NOT CAUSE?

Despite what may be written on your rental agreement, the landlord is responsible for fixing, repairing or replacing all normal wear and tear.

## What constitutes "normal wear and tear?"



Carpet that has become worn after everyday use



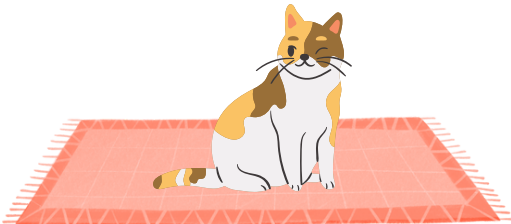
Faded or chipped paint



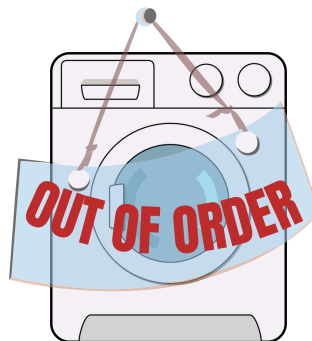
Leaky tap/faucet

## What constitutes "damage?"

Property damage does not result from reasonable, every day use and is more "unnatural." This can be caused intentionally, or with neglect.



Pet-stained carpet



Damaged appliances

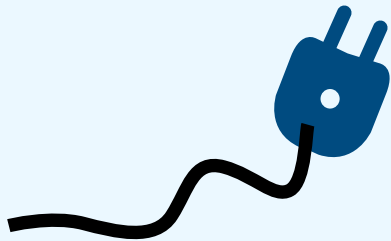


Large holes in walls

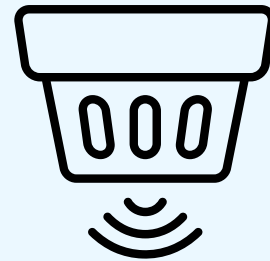


If your landlord asks you to pay for damage that results from normal wear and tear, you should not pay for this.

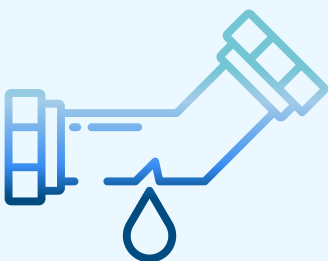
If there are serious issues that the landlord refuses to address, you can contact the local government (Contact 311) or emergency services (911) to enforce maintenance standards:



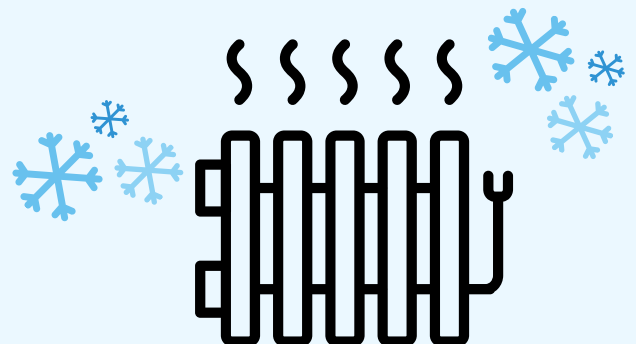
Electrical safety issues



Non-functioning smoke detector



Water or gas leaks



Broken water heater in the winter

# SOURCES

<https://stepstojustice.ca/questions/housing-law/can-i-take-my-landlord-ltb-if-they-wont-fix-something/>

[https://tribunalsontario.ca/documents/ltb/Brochures/Maintenance%20and%20Repairs%20\(EN\).pdf](https://tribunalsontario.ca/documents/ltb/Brochures/Maintenance%20and%20Repairs%20(EN).pdf)

<https://liv.rent/blog/landlords/normal-wear-and-tear-vs-damage/>

<https://www.fosterlaw.ca/blog/2020/09/what-is-the-difference-between-normal-wear-and-tear-and-damage/>

<https://fitsmallbusiness.com/normal-wear-tear-vs-damage-rental-properties/>