



# INFORMATION BULLETIN REPAIRS AND MAINTENANCE RESPECTIVE RESPONSIBILITIES

## IMPORTANT

The contents of this information bulletin are for information purposes only and do not replace the legislation.

## LANDLORD AND TENANT RESPONSIBILITIES

Unless specified otherwise in the lease, landlord and tenant responsibilities with regards to repairs and maintenance are as follows:

	<b>Landlord Responsibilities</b>	<b>Tenant Responsibilities</b>
<b>Walls and moldings</b>	<p>At the beginning of the tenancy, the landlord is expected to provide the tenant with clean walls in a good state of repair.</p> <p>Most tenants will put up pictures in their unit. The landlord may set rules as to how this can be done (e.g. no adhesive hangers or only picture hook nails may be used).</p>	<p>Periodic cleaning during the tenancy.</p> <p>The tenant is responsible for washing scuff marks, finger prints, etc., off the walls.</p> <p>If the tenant follows the landlord's reasonable instructions for hanging and removing pictures/mirrors/wall hangings/ceiling hooks, it is not considered damage and the tenant is not responsible for filling the holes or for the cost of filling the holes.</p> <p>The tenant must pay for repairing walls where there are an excessive number of nail holes, or large nails, screws or tape have been used leaving wall damage.</p> <p>The tenant is responsible for all deliberate or negligent damage to the walls.</p>
<b>Paint</b>	<p>The landlord is responsible for painting the interior of the rental unit at reasonable intervals.</p>	<p>The tenant must get the landlord's permission, in writing, before painting part or all the premises. Where a tenant has painted the premises without the landlord's written consent, the tenant is responsible for returning it to its previous condition.</p>
<b>Carpets</b>	<p>At the beginning of the tenancy, the landlord is expected to provide the tenant with clean carpets in a good state of repair.</p> <p>The landlord is not expected to clean carpets during a tenancy, unless something unusual happens, like a water leak or flooding, which is not caused by the tenant.</p>	<p>The tenant is responsible for periodic cleaning of the carpets.</p> <p>At the end of the tenancy, the tenant will be held responsible for returning the carpets to a state of ordinary cleanliness.</p> <p><u>Pets and/or smoking:</u> The tenant and the landlord may want to agree before signing the lease on the expectation with regards to carpet cleanliness.</p>

	Landlord Responsibilities	Tenant Responsibilities
<b>Smoke detectors</b>	If there are smoke detectors, or if they are required by law, the landlord must install and keep smoke alarms in good working condition.	<p>The tenant must not prevent the smoke alarm from working by taking out batteries and leaving them out, or by replacing them with batteries that are dead or with the wrong size.</p> <p>For the tenant's own safety and the safety of others, the tenant must tell the landlord when a smoke alarm needs new batteries or that it seems to require repairs or replacement.</p>
<b>Locks, keys and locking devises</b>	<p>The landlord is responsible for providing and maintaining adequate locks or locking devices on all exterior doors and windows of the premises.</p> <p>The landlord must give each tenant at least one set of keys for the rental unit, main doors, mail box and any other common areas under the landlord's control, such as recreational or laundry rooms.</p> <p>In a multi-unit residential premises, the landlord is also responsible for providing adequate locks or locking devices on all entrances to common areas in the premises and on all storage areas.</p>	<p>Where locks or locking devices are damaged by the actions of the tenant or his/her guest, then the tenant is responsible for the cost of repairs.</p> <p>The tenant must return all keys at the end of the tenancy, including those he/she had cut at his/her own expense.</p> <p>If the tenant requests that the locks be changed at the beginning of a new tenancy, the landlord is responsible for re-keying or otherwise changing the locks, as well as the cost of doing so.</p> <p>The landlord may refuse to change the locks if the landlord had already done so after the previous tenant vacated the rental premises.</p>
<b>Security system</b>	If a security system is provided in the premises when the tenant moves in, the landlord is responsible for maintaining and repairing it unless the security system is damaged by the tenant or his/her guest, in which case the tenant is responsible for the cost of repair.	<p>The tenant must get the landlord's approval, in writing, before installing a security system or alarm. Unless a Residential Tenancies Officer has ordered otherwise, the tenant must give the landlord the access code to the alarm.</p> <p>If the tenant who installed the alarm system moves out, he/she must either:</p> <ul style="list-style-type: none"> <li>• leave the system in the unit, or</li> <li>• remove the system and repair any damage caused to the unit during installation or removal.</li> </ul>
<b>Furnace</b>	The landlord is responsible for inspecting and servicing the furnace as per the manufacturer's specifications, or annually where there are no manufacturer's specifications. The landlord is also responsible for replacing furnace filters, cleaning heating ducts and ceiling vents as necessary.	<p>The tenant is responsible for cleaning floor and wall vents as necessary.</p> <p>The tenant is responsible for costs incurred because of their willful or negligent actions.</p>

	<b>Landlord Responsibilities</b>	<b>Tenant Responsibilities</b>
<b>Fireplace, chimney, vents and fans</b>	<p>The landlord is responsible for cleaning and maintaining the fireplace and chimney at appropriate intervals.</p> <p>The landlord is required to clean out the dryer exhaust pipe and outside vent at reasonable intervals.</p>	<p>The tenant is responsible for cleaning the fireplace at the end of the tenancy if he/she has used it.</p> <p>The tenant is required to clean the screen of a vent or fan at the end of the tenancy.</p>
<b>Septic, water and oil tanks</b>	<p>The landlord is responsible for emptying a holding tank that has no field and for cleaning any blockages to the pipe leading into the holding tank, except where the blockage is caused by the tenant's negligence. The landlord is also responsible for emptying and maintaining a septic tank with a field.</p> <p>The landlord is responsible for winterizing tanks and fields if necessary.</p>	<p>The tenant must leave water and oil tanks in the condition that he/she found them at the start of the tenancy.</p> <p>The tenant is responsible for costs incurred because of their willful or negligent actions.</p>
<b>Light bulbs and fuses</b>	<p>The landlord is responsible for:</p> <ul style="list-style-type: none"> <li>• making sure all light bulbs and fuses are working when the tenant moves in.</li> <li>• replacing light bulbs in hallways and other common areas like laundry and recreational rooms.</li> <li>• repairing light fixtures in hallways and other common areas like laundry and recreational rooms.</li> </ul>	<p>The tenant is responsible for:</p> <ul style="list-style-type: none"> <li>• replacing light bulbs in his or her premises during the tenancy.</li> <li>• replacing standard fuses in his/her unit (e.g. stove), unless caused by a problem with the stove or electrical system.</li> <li>• making sure all fuses are working when he/she moves out, except when there is a problem with the electrical system.</li> </ul>
<b>Property maintenance and landscaping</b>	<p>The landlord is generally responsible for major projects, such as tree cutting, pruning and insect control.</p> <p>The landlord is responsible for cutting grass, shoveling snow and weeding flower beds and gardens of multi-unit residential complexes and common areas of mobile home parks.</p>	<p>The tenant must get permission from the landlord before changing the landscaping on a residential property, including digging a garden where no garden previously existed. If the tenant does so without permission, he/she must return the garden to its original condition when he/she vacates.</p> <p>The tenant and the landlord of a single-family dwelling or a multi-family dwelling with exclusive use of the yard should included in the lease who is responsible for what with regards to property maintenance.</p>
<b>Fences and fixtures (e.g. satellite dish)</b>	<p>A fixture is defined as an "object which, although originally a movable chattel, is by reason of its annexation to, or association in use with land, regarded as a part of the land".</p> <p>The landlord is responsible for maintaining fences or other fixtures erected by the landlord.</p>	<p>The tenant must get permission from the landlord before erecting fixtures, including a fence.</p> <p>Where a fence or other fixture is erected by the tenant, the tenant is responsible for its maintenance, unless there is an agreement to the contrary.</p>

	Landlord Responsibilities	Tenant Responsibilities
<b>Fences and fixtures (e.g. satellite dish)</b>	<p>If the tenant leaves a fixture on the premises or property that the landlord agreed the tenant could erect, and the landlord no longer wants the fixture to be there, the landlord is responsible for the cost of removing it, unless there was an agreement to the contrary.</p>	<p>If, at the end of the tenancy, the tenant removes the fixture he/she erected, the tenant is responsible for repairing any damage caused to the premises or property.</p> <p>If the tenant leaves a fixture on the premises or property without the landlord's permission and the landlord wants the fixture to be removed, the tenant is responsible for the cost of removal.</p> <p>If the tenant leaves a fixture on the premises or property at the end of the tenancy, and the landlord does not remove it before the next tenancy begins, the landlord is responsible for future repairs.</p>
<b>Major appliances</b>	<p>The landlord is responsible for repairs to appliances provided under the tenancy agreement unless the damage was caused by the deliberate actions or neglect of the tenant.</p> <p>If the appliance is not on rollers and is difficult to move, the landlord is responsible for moving and cleaning behind and underneath it at the end of the tenancy.</p>	<p>The tenant is responsible for the periodic cleaning of the appliances during the tenancy.</p> <p>At the end of the tenancy, the tenant must clean the stove top, elements and oven, defrost and clean the refrigerator, and wipe out the inside of the dishwasher.</p> <p>If the refrigerator and stove are on rollers, the tenant is responsible for pulling them out and cleaning behind and underneath them at the end of the tenancy.</p> <p>If the refrigerator and stove aren't on rollers, the tenant is only responsible for pulling them out and cleaning behind and underneath them if the landlord tells him/her how to move the appliances without injuring himself/herself or damaging the floor.</p>
<b>Internal window coverings</b>	<p>If window coverings are provided, they must be clean and in a reasonable state of repair at the beginning of the tenancy.</p> <p>The landlord is not expected to clean the internal window coverings during the tenancy unless something unusual happens, like a water leak, which is not caused by the tenant.</p> <p>The landlord is responsible for water stains due to inadequate windows.</p>	<p>The tenant is responsible for periodic cleaning of internal window coverings during the tenancy.</p> <p>The tenant is expected to inform the landlord of a malfunction of the mechanism of this covering.</p> <p>The tenant is expected to leave the internal window coverings clean when he/she vacates. The tenant should check with the landlord before cleaning in case there are special cleaning instructions.</p> <p>The tenant may be responsible for replacing internal window coverings, or paying for their</p>

	Landlord Responsibilities	Tenant Responsibilities
		depreciated value, if he/she has damaged them deliberately or has misused them. <u>Smoking</u> : The tenant and the landlord may want to agree on the expectation with regards to such coverings before signing the lease.
<b>Telephones, cable and Internet</b>	<p>Where provided under the tenancy agreement, the cost of repairing telephones, cable, jacks and wiring, is the responsibility of the landlord.</p> <p>If the tenant wants to install extra jacks or change jacks, he must get written permission from the landlord. If the landlord allows the installation, the tenant must pay for it, unless otherwise agreed.</p> <p>The tenant must leave the changes/additions at the end of the tenancy, unless there is an agreement to the contrary, in which case the tenant must repair any damage to walls, etc.</p> <p>The landlord shall not unreasonably withhold his/her permission for extra jacks or change of jacks where these are reasonably required by the tenant.</p>	<p>The tenant is responsible for problems with his or her own telephone, cable, cord and any wiring and/or jacks provided by the tenant.</p> <p>The tenant cannot impose on the landlord the telecommunications provider of the tenant's choice.</p>
<b>Garbage removal and pet waste</b>	The landlord is responsible for providing a garbage container for the use of the tenants.	Unless there is an agreement to the contrary, the tenant is responsible for removal of garbage and pet waste during the tenancy and at the end of the tenancy.

**REFERENCES**

This information complements the [Repairs, Maintenance and Cleaning](#) Information Bulletin.

**ADDITIONAL INFORMATION**

For additional information visit the Residential Tenancies Tribunal website, call the toll free telephone number, or send an email.

**Website:** [www.snb.ca/irent](http://www.snb.ca/irent)  
**Email:** [irent@snb.ca](mailto:irent@snb.ca)  
**Phone:** 1-888-762-8600