

Comparing Canada's Provincial Residential Tenancies Acts

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EXECUTIVE SUMMARY

This document highlights a comparison of provincial residential tenancies legislations across Canada.

It is a useful tool for understanding the legal obligations of both landlords and tenants with respect to repairs and maintenance issues.

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Provincial Residential Tenancies Acts

British Columbia

http://www.bclaws.ca/civix/document/id/complete/statreg/02078_01

Alberta

<http://www.qp.alberta.ca/documents/Acts/R17P1.pdf>

Saskatchewan

<http://www.qp.gov.sk.ca/documents/english/Statutes/Statutes/R22-0001.pdf>

Manitoba

<http://web2.gov.mb.ca/laws/statutes/ccsm/r119e.php>

Ontario

<https://www.ontario.ca/laws/statute/06r17>

Quebec

<http://www.rdl.gouv.qc.ca/en/droits/droits.asp>

Newfoundland and Labrador

<http://www.assembly.nl.ca/legislation/sr/statutes/r14-1.htm>

Nova Scotia

<http://nslegislature.ca/legc/statutes/residential%20tenancies.pdf>

<http://novascotia.ca/sns/pdf/ans-resten-act-reg-consolidated.pdf>

New Brunswick

<http://laws.gnb.ca/en/showdoc/cs/R-10.2>

Prince Edward Island

http://www.gov.pe.ca/law/statutes/pdf/r-13_1.pdf

Northwest Territories

<https://www.justice.gov.nt.ca/en/files/legislation/residential-tenancies/residential-tenancies.a.pdf>

Yukon

http://www.gov.yk.ca/legislation/acts/rlta_c.pdf

Nunavut

<http://www.canlii.org/en/nu/laws/stat/rsnwt-nu-1988-c-r-5/latest/part-1/rsnwt-nu-1988-c-r-5-part-1.pdf>

BRITISH COLUMBIA

Click [here](#) to see the British Columbia Tenancy Act.

Residential Tenancies Act - Division 4 - SECTION 32 and SECTION 33

Landlord and tenant obligations to repair and maintain

32 (1) A landlord must provide and maintain residential property in a state of decoration and repair that

(a) complies with the health, safety and housing standards required by law, and

(b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

(2) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit and the other residential property to which the tenant has access.

(3) A tenant of a rental unit must repair damage to the rental unit or common areas that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(4) A tenant is not required to make repairs for reasonable wear and tear.

(5) A landlord's obligations under subsection (1) (a) apply whether or not a tenant knew of a breach by the landlord of that subsection at the time of entering into the tenancy agreement.

Emergency repairs

33 (1) In this section, "emergency repairs" means repairs that are

(a) urgent,

(b) necessary for the health or safety of anyone or for the preservation or use of residential property, and

(c) made for the purpose of repairing

(i) major leaks in pipes or the roof,

(ii) damaged or blocked water or sewer pipes or plumbing fixtures,

(iii) the primary heating system,

(iv) damaged or defective locks that give access to a rental unit,

(v) the electrical systems, or

(vi) in prescribed circumstances, a rental unit or residential property.

(2) The landlord must post and maintain in a conspicuous place on residential property, or give to a tenant in writing, the name and telephone number of a person the tenant is to contact for emergency repairs.

(3) A tenant may have emergency repairs made only when all of the following conditions are met:

(a) emergency repairs are needed;

(b) the tenant has made at least 2 attempts to telephone, at the number provided, the person identified by the landlord as the person to contact for emergency repairs;

(c) following those attempts, the tenant has given the landlord reasonable time to make the repairs.

(4) A landlord may take over completion of an emergency repair at any time.

(5) A landlord must reimburse a tenant for amounts paid for emergency repairs if the tenant

- (a) claims reimbursement for those amounts from the landlord, and
- (b) gives the landlord a written account of the emergency repairs accompanied by a receipt for each amount claimed.

(6) Subsection (5) does not apply to amounts claimed by a tenant for repairs about which the director, on application, finds that one or more of the following applies:

- (a) the tenant made the repairs before one or more of the conditions in subsection (3) were met;
- (b) the tenant has not provided the account and receipts for the repairs as required under subsection (5) (b);
- (c) the amounts represent more than a reasonable cost for the repairs;
- (d) the emergency repairs are for damage caused primarily by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(7) If a landlord does not reimburse a tenant as required under subsection (5), the tenant may deduct the amount from rent or otherwise recover the amount

ALBERTA

Click [here](#) to see the Alberta Tenancy Act.

Click [here](#) to see the Minimum Housing and Health Standards in Alberta.

Alberta is a bit different than other provinces. Rather than outline the obligations of the landlord in their provincial Residential Tenancies Act with respect to repairs and maintenance, there is a separate act that oversees Alberta's housing standards called "Minimum Housing and Health Standards", which is a Public Health legislation.

Part 3 of the Alberta Minimum Housing and Health Standards:

III. HOUSING PREMISES

The owner shall ensure that the housing premises is structurally sound, in a safe condition, in good repair, and maintained in a waterproof, windproof and weatherproof condition.

1. Good repair, safe condition and structurally sound.
 - (a) The housing premises shall be structurally sound.
 - (b) Basements, cellars or crawl spaces shall be structurally sound, maintained in good repair and free from water infiltration and accumulation.
 - (c) Building materials that have been damaged or show evidence of rot or other deterioration shall be repaired or replaced.
 - (d) Repairs or modifications required by the Executive Officer of any structural element of the housing premises may require the design and/or supervision of a professional structural engineer or a Safety Codes Officer (Building Discipline).

2. Windproof, waterproof, weatherproof condition
 - (a) Roof and exterior cladding: The roof and exterior cladding of walls shall be maintained in a waterproof, windproof and weatherproof condition.

(b) Windows and exterior doors

(i) All windows and exterior doors shall be; maintained in good repair, free of cracks and weatherproof.

(ii) In housing premises intended for use during the winter months, windows in habitable rooms shall protect against cold weather through the provision of a storm sash, double glazing, or other durable thermal/air resistant barrier as may be approved by the Executive Officer.

(iii) During the portion of the year when there is a need for protection against flies and other flying insects, every window or other device intended for ventilation shall be supplied with effective screens.

3. Safe and Secure

(a) Locking Window and Door Hardware Exterior windows and doors shall be capable of being secured.

(b) Emergency Egress

(i) For buildings of 3 storeys or less and except where a bedroom door provides access directly to the exterior or the suite is sprinklered, each bedroom shall have at least one outside window which may be opened from the inside without the use of tools or special knowledge.

(ii) Windows referred to in section

i) shall provide unobstructed openings with areas not less than 0.35 m² (3.8ft²), with no dimension less than 380 mm (15").

(iii) If the window referred in section 3(b)(i) is provided with security bars, the security bars shall be installed so they may be opened from the inside without the use of any tools or special knowledge.

(iv) Notwithstanding section 3(b)(i),

(ii) and

(iii), alternate provisions for emergency egress may be approved by an executive officer where, after consultation with a safety codes officer, the executive officer is satisfied that the alternate provisions provide for means of emergency egress.

(c) Handrails

(i) Inside or outside stairs or porches including all treads, risers, supporting structural members, handrails, guards and balconies, shall be maintained in good repair and shall comply with the requirements of the Alberta Building Code or a Professional Engineer design.

(ii) Notwithstanding section 3(c)(i), alternate provisions respecting handrails may be approved by an executive officer where, after consultation with a safety codes officer, the executive officer is satisfied that the alternate provisions provide for a reasonable degree of safety.

4. Ventilation

(i) All rooms used for sleeping shall be provided with:

(a) an openable window area of 0.28m² (3.0ft²); or (b) mechanical ventilation in conformance with the requirements of the Alberta Building Code.

(b) (ii) Notwithstanding section 4(i), an alternate means of ventilation may be approved by an executive officer where, after consultation with a safety codes officer, the executive officer is satisfied that the alternate provisions provide for a means of ventilation.

5. Finishes

All walls, windows, ceilings, floors, and floor coverings shall be maintained in good repair, free of cracks, holes, loose or lifting coverings and in a condition that renders it easy to clean.

(a) Rooms containing a flush toilet and/or a bathtub or shower shall have walls and floors that are smooth, non-absorbent to moisture and easy to clean. All walls shall form a watertight joint with each other, the floor, the ceiling and where applicable with the bathtub or shower.

(b) Rooms and sections of rooms that are used for food preparation and cooking shall have walls and floors constructed of materials which do not provide harbourage to dirt, grease, vermin and bacteria and that are easily kept clean.

SASKATCHEWAN

Click [here](#) to see the Saskatchewan Tenancy Act.

Residential Tenancies Act - Part 3 - Division 3 - Part 49

Landlord and tenant obligations to repair and maintain

- (1) During the term of the tenancy agreement, a landlord must:
 - (a) maintain the residential property in a good state of repair and fit for habitation, use and enjoyment notwithstanding that the state of non-repair of the residential property exists to the knowledge of the tenant before the tenancy agreement was entered into or came into existence after that date; and
 - (b) subject to subsection (3), keep in a good state of repair for the use and enjoyment of the tenant all services and facilities that are supplied by the landlord under the tenancy agreement or that are added or substituted for those services and facilities.

- (2) Unless the landlord and tenant agree otherwise, if the landlord grants the tenant the exclusive use of the residential property that is the subject of the tenancy agreement, during the term of the tenancy agreement, the tenant is responsible for the ordinary cleanliness of the exterior of the rental unit and the residential property.

- (3) Subsection (1) does not apply with respect to residential property that is so destroyed that it is uninhabitable.

- (4) Subject to subsection (6), a landlord is not exempt from the requirement to make repairs to services and facilities pursuant to clause (1)(b) whether the repairs are the result of reasonable wear and tear or any other cause.

(5) A tenant must maintain reasonable health, cleanliness and sanitary standards throughout the rental unit.

(6) A tenant must repair damage to the residential property or services and facilities that is caused by the actions or neglect of the tenant or a person permitted on the residential property by the tenant.

(7) A tenant is not required to make repairs for reasonable wear and tear.

MANITOBA

Click [here](#) to see the Manitoba Tenancy Act.

Residential Tenancies Act - Part 5 - Section 58

Obligation to maintain appearance

58 Subject to any obligations of the tenant under this Act, a landlord shall maintain the appearance of the rental unit in a proper and suitable condition for occupancy having regard to the length of the tenancy.

Obligation to repair

59(1) During a tenancy, a landlord shall provide and maintain

- (a) the rental unit and the residential complex; and
- (b) the services and facilities expressly or impliedly promised by the landlord, whether or not included in a written tenancy agreement;

in a good state of repair, fit for habitation and in a state that complies with health, building and maintenance and occupancy standards required by law.

Knowledge of non-repair immaterial

59(2) Subsection (1) applies regardless of whether a state of non-repair, unfitness for habitation, or contravention of a health, building or maintenance and occupancy standard existed to the knowledge of the tenant before the tenancy agreement was entered into.

Orders respecting repair

59(3) A certified copy of a final order made under an Act, regulation or by-law requiring that

- (a) a rental unit or a residential complex; or
- (b) services and facilities expressly or impliedly promised by the landlord, whether or not included in a written tenancy agreement;

be put in a state that complies with health, building or maintenance and occupancy standards may be filed with the director, and on filing is deemed to be a decision or order of the director under subsection 154(1) for the purpose of making a decision or order under subsection 154(1) or (2).

Definition of "final order"

59(4) In subsection (3), "final order" means an order, notice or similar directive in respect of which

- (a) there is no right of appeal;
- (b) any relevant appeal period has expired and no appeal has been taken or an appeal has been taken but has been withdrawn or abandoned; or
- (c) any right of appeal has been exhausted.

Compensation for unreasonable delay

59.1 For greater certainty, if a landlord fails to comply with section 58 or 59 within

- (a) a reasonable time after receiving a request to comply; or
- (b) the time specified in an order under this Act or an order described in subsection 59(3);

the tenant may apply, in the form approved by the director, for an order under section 154 that the landlord compensate the tenant. The order may provide for ongoing periodic compensation, which may be set off against the rent.

Obligation re tenant services

59.2(1) With respect to a tenancy agreement that includes the provision of tenant services, the landlord shall comply with

- (a) the terms of the tenancy agreement relating to the provision of tenant services; and
- (b) any health, safety or other standards required by law relating to the provision of tenant services.

Compensation for contravention or breach

59.2(2) If a landlord fails to comply with clause (1)(a) or (b) within

- (a) a reasonable time after receiving a request to comply; or
- (b) the time specified in
 - (i) an order made under this Act, or
 - (ii) a final order — as defined in subsection 59(4) of this Act — made under any other Act, regulation or by-law;

the tenant may apply, in the form approved by the director, for an order under section 154 that the landlord compensate the tenant. The

order may provide for ongoing periodic compensation, which may be set off against the tenant services charge.

ONTARIO

Click [here](#) to see the Ontario Tenancy Act.

Residential Tenancies Act - PART III - Section 20

RESPONSIBILITIES OF LANDLORDS

Landlord's responsibility to repair

20. (1) A landlord is responsible for providing and maintaining a residential complex, including the rental units in it, in a good state of repair and fit for habitation and for complying with health, safety, housing and maintenance standards. 2006, c. 17, s. 20 (1).

Same

(2) Subsection (1) applies even if the tenant was aware of a state of non-repair or a contravention of a standard before entering into the tenancy agreement. 2006, c. 17, s. 20 (2).

QUEBEC

Click [here](#) to see the Quebec Tenancy Act.

Quebec Civil Code of Quebec, 1854, first paragraph, 1910 and 1922 of the CCQ contain the rights and obligations of landlords and tenants

Repairs 1864. The lessor is bound, during the term of the lease, to make all necessary repairs to the leased property other than lesser maintenance repairs, which are assumed by the lessee unless they result from normal aging of the property or superior force. 1865. The lessee shall allow urgent and necessary repairs to be made to ensure the preservation or enjoyment of the leased property. A lessor who makes such repairs may require the lessee to vacate or be dispossessed of the property temporarily but, if the repairs are not urgent, he shall first obtain the authorization of the court, which also fixes the conditions required to protect the rights of the lessee. The lessee retains, according to the circumstances, the right to obtain a reduction of rent, to apply for the resiliation of the lease or, if he vacates or is dispossessed of the property temporarily, to demand compensation. 1866. A lessee who becomes aware of a serious defect or deterioration of the leased property is bound to inform the lessor within a reasonable time. 1867. Where a lessor fails to make the repairs or improvements he is bound to make under the lease or by law, the lessee may apply to the court for authorization to carry them out himself. If the court grants authorization to make the repairs or improvements, it determines their amount and fixes the conditions to be observed in carrying them out. The lessee may then withhold from his rent the amount of the expenses incurred to carry out the authorized work, up to the amount fixed by the court. 1868. Where the lessee has attempted to inform the lessor, or has informed him but the lessor has not acted in due course, the lessee may undertake repairs or incur expenses, even without the authorization of the court, provided they are urgent and necessary to ensure the preservation or

enjoyment of the leased property. The lessor may intervene at any time, however, to pursue the work.

The lessee is entitled to reimbursement of the reasonable expenses he incurred for that purpose; he may, if necessary, withhold the amount of such expenses from his rent. 1869. The lessee is bound to render an account to the lessor of the repairs or improvements made to the property and the expenses incurred and to deliver to him the vouchers for such expenses and, in the case of movable property, the replaced parts. The lessor is bound to reimburse the lessee for any amount in excess of the rent withheld, but not in excess of the amount the lessee was authorized to disburse, where that is the case

NOVA SCOTIA

Click [here](#) to see the Nova Scotia Tenancy Act.

Click [here](#) to see the Nova Scotia Tenancy Act and Regulations.

Residential Tenancies Act - CH 401 -Statutory conditions 9 (1)

Notwithstanding any lease, agreement, waiver, declaration or other statement to the contrary, where the relation of landlord and tenant exists in respect of residential premises by virtue of this Act or otherwise, there is and is deemed to be an agreement between the landlord and tenant that the following conditions will apply as between the landlord and tenant as statutory conditions governing the residential premises: Statutory Conditions 1. Condition of Premises - The landlord shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any statutory enactment or law respecting standards of health, safety or housing. 2. Services - Where the landlord provides a service or facility to the tenant that is reasonably related to the tenant's continued use and enjoyment of the premises such as, but not so as to restrict the generality of the foregoing, heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the landlord shall not discontinue providing that service to the tenant without proper notice of a rental increase or without permission from the Director.

NEW BRUNSWICK

Click [here](#) to see the New Brunswick Tenancy Act.

The Residential Tenancies Act

OBLIGATIONS

3(1) A landlord

- (a) shall deliver the premises to the tenant in a good state of cleanliness and repair and fit for habitation;
- (b) shall maintain the premises in a good state of repair and fit for habitation;
- (b.1) shall deliver to the tenant and maintain in a good state of repair any chattels provided therein by the landlord;
- (c) shall comply with all health, safety, housing and building standards and any other legal requirement respecting the premises; and
- (d) shall keep all common areas in a clean and safe condition.

3(2) Subsection (1) applies whether any state of uncleanness, non-repair or unfitness for habitation existed to the knowledge of the tenant before the tenancy agreement was entered into or arose thereafter.

3(3) Repealed: 1987, c.52, s.1

3(4) This section does not apply to a tenancy agreement for a term of years entered into before this section comes into force. 1985, c.36, s.1; 1987, c.52, s.1; 1997, c.13, s.2; 2006, c.5, s.2

3.1 A landlord or his agent or representative shall not

- (a) deliberately interfere with the supply of heat, water or electric power services to the premises except in an emergency or where it is necessary to enable maintenance or repairs to be carried out, or
- (b) deliberately do anything that would render the premises unfit for habitation. 1999, c.3, s.2

NEW FOUNDLAND AND LABRADOR

Click [here](#) to see the New Brunswick Tenancy Act.

An Act Respecting Tenancies of Residential Premises:

Statutory Conditions

Section 8. (1) Notwithstanding an agreement, declaration, waiver or statement to the contrary, where the relationship of landlord and tenant exists, there shall be considered to be an agreement between the landlord and tenant that the following statutory conditions governing the residential premises apply.

1. Obligation of the Landlord -

(a) The Landlord shall maintain the premises in a good state of repair and fit for habitation during the tenancy and shall comply with a law respecting health, safety or housing.

(b) Paragraph (a) applies regardless of whether, when the landlord and tenant entered into the rental agreement, the tenant had knowledge of a state of non-repair, unfitness for habitation or contravention of a law respecting health, safety or housing in the premises.

NORTHWEST TERRITORIES

Click [here](#) to see the Northwest Territories Tenancy Act.

Residential Tenancies Act- Section 30 - Obligation to Repair

Landlord's Obligations/Obligations du locateur

Obligation to repair

30. (1) A landlord shall

- (a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and
- (b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.

PRINCE EDWARD ISLAND

Click [here](#) to see the Prince Edward Island Tenancy Act.

Rental of Residential Property Act

STATUTORY CONDITIONS

Residential Premises

6. Notwithstanding any agreement, waiver, declaration or other statement to the contrary, where the relationship of lessor and lessee exists in respect of residential premises by virtue of this Act or otherwise, there shall be deemed to be a rental agreement between the lessor and lessee, with the following conditions applying as between the lessor and lessee as statutory conditions governing the residential premises:

1. Condition of Premises

The lessor shall keep the premises in a good state of repair and fit for habitation during the tenancy and shall comply with any enactment respecting standards of health, safety or housing notwithstanding any state of non-repair that may have existed at the time the agreement was entered into.

2. Services

Where the lessor provides or pays for a service or facility to the lessee that is reasonably related to the lessee's continued use and enjoyment of the premises, such as heat, water, electric power, gas, appliances, garbage collection, sewers or elevators, the lessor shall not discontinue providing or paying for that service to the lessee without permission from the Director.

YUKON

Click [here](#) to see the Yukon Tenancy Act.

Residential Landlord and Tenant Act

Landlord and tenant obligations to repair and maintain

33(1) A landlord must provide and maintain residential property in a condition that

- (a) complies with the health, safety and housing standards required by the regulations and other law; and
- (b) having regard to the age, character and location of the rental unit, makes it suitable for occupation by a tenant.

NUNAVUT

Click [here](#) to see the Nunavut Tenancy Act.

Residential Tenancies Act

Landlord's Obligations

Obligation to repair

30. (1) A landlord shall

(a) provide and maintain the rental premises, the residential complex and all services and facilities provided by the landlord, whether or not included in a written tenancy agreement, in a good state of repair and fit for habitation during the tenancy; and

(b) ensure that the rental premises, the residential complex and all services and facilities provided by the landlord comply with all health, safety and maintenance and occupancy standards required by law.

Reduction of services

(2) Any substantial reduction in the provision of services and facilities shall be deemed to be a breach of subsection (1).