



Residential Tenancies Program

Policy and Procedure Guide

Policy Number: 09-004
Subject: Compensation for Damage to Tenant's Personal Property
Chapter: Application for Dispute Resolution

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| Legislation | s. 10.(1) Statutory Condition 1, s. 47 |
| Definitions | Negligence: failure to exercise the legal duty of reasonable care, resulting in damage. |
| Purpose | The purpose of this policy is to provide guidelines to tenants when they are seeking compensation for damages to their personal property as a result of the landlord's negligence. |
| Policy | <p>Obligation of the Landlord Statutory condition 1, set out in section 10.(1) of the Residential Tenancies Act, 2018, requires that landlords maintain their rented premises in a good state of repair and fit for habitation during the course of the tenancy. A landlord is deemed to be negligent where they fail to comply with that statutory condition, and that failure results in damage to the tenant's personal property.</p> <p>Where a landlord's negligence results in damage to a tenant's personal property, the landlord may be responsible for compensating the tenant for the costs of repairing or replacing that damaged property, and the landlord may also be responsible for compensating the tenant for any inconvenience they suffer.</p> <p>If a tenant's personal property is damaged during the course of the tenancy, but that damage was not the result of the landlord's failure to comply with statutory condition 1, and the damage was not reasonably foreseeable by the landlord, then the landlord would not be found to be negligent and would not be responsible for compensating the tenant. It is advisable, therefore, that tenants carry tenant insurance.</p> <p>Mitigation As in all claims for compensation for damages, the tenant has a duty to mitigate the damages by taking all reasonable steps to minimize their unreasonable accumulation.</p> <p>If the tenant becomes aware that there are maintenance problems at the rented premises, the tenant should notify the landlord as soon as possible, and request that the necessary repairs be undertaken. Where a tenant fails to notify a landlord of maintenance issues at the</p> |



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| | <p>rented premises, or where they fail to notify the landlord within a reasonable amount of time, a landlord may not be liable for compensating the tenant as these damages may not have been reasonably foreseen.</p> <p>Where possible, a tenant should take all reasonable steps to protect and secure their personal property once they are aware that the property is in danger of being damaged because of maintenance issues the landlord had failed to address. This may include moving personal property to another location.</p> |
| Procedure Overview | <p>Where an Application for Dispute Resolution is filed in which the tenant is seeking compensation for damages to their personal property, the Residential Tenancies Officer is to ensure that the tenant has included an itemized breakdown of the damages.</p> <p>At the hearing, the tenant should produce evidence showing:</p> <ul style="list-style-type: none">• the costs they had incurred to repair or replace any damaged items,• the condition and age of the damaged item, and• that the damage was caused by the landlord negligence in failing to comply with statutory condition 1. |
| Forms & Form Letters | <u>Tenant's Request for Repairs</u> <u>Compensation for Damages Worksheet</u> |
| X-Reference | Application for Dispute Resolution, sections 9-1 to 9-6 of this manual. |
| Policy Developed | September, 2000 |
| Last Revision | January, 2002 May, 2024 |
| Other Resources | N/A |