



Your Tenant's Abuse or Neglect Causes Property Damage

General knowledge
purposes

Shining Mountains Housing
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Damage caused by the tenant:

When renting a property there are often times when damages can occur. These may be accidents, through neglect, as a result of your behavior or someone else you know. If anything in your rental property becomes damaged you are responsible for the necessary repairs.

Fast facts:

- The tenant is responsible for any damage they or their guests have produced.
- The tenant needs to report the damage they have caused and communicate with the landlord about how best to repair the problem.
- Don't try to hide damage from your landlord.
- To avoid unnecessary deductions, do your best to raise the level of quality throughout the property.
- It's best to repair the damages before you leave, as you have more control over the quality and price of the work done.
- Your deposit will be used at the end of the tenancy to fix all problems caused by you.
- Fair wear and tear needs to be accounted for before any deductions are made.

When renting a property there are often times when damages can occur. These may be accidents, through neglect, as a result of your behavior or someone else you know. If anything in your rental property becomes damaged you are responsible for the necessary repairs.

Any damage caused by you, a family member or a friend will need to be repaired and paid for by you. It is your responsibility to make sure this happens. This includes damages caused by neglect – e.g. if you didn't turn the water off at the mains when going away in winter you would be liable for the damage caused if the pipes burst.

Report your own damage to the landlord:

Polite and effective communication with your landlord is vital to a positive rental experience. It is a good idea to take photos of the damage caused and send them in an email or letter to your landlord as soon as possible. Ensure the date is included and keep a copy for your own records. Let your landlord know that you will be taking the necessary steps to repair or replace what has been damaged and ask if they have any preferred tradesmen or companies they would like you to work with.

Good landlords appreciate being kept well informed of their property, while polite and effective communication will build a respectful and trusting tenant/landlord relationship.

If you do not carry out these repairs or they are carried out to a poor standard you could face eviction and your landlord will ask for the cost of the repairs to be taken out of your deposit.

Don't try to hide damage from your landlord. It's likely to show up on the move out inventory anyway and then you have no choice but to surrender your deposit towards the required repairs. Also, your landlord will be less lenient about smaller issues, which could have been overlooked otherwise.

Tenants insurance is a good idea and you should read the policy carefully to ensure it covers damage to your personal items (which aren't covered in your landlord's insurance), the rented property, as well as damage to other properties.

Wear and tear vs damage:

Obviously when you are living in a property it will start to show signs of wear and tear and landlords expect this. However they do not expect to find cigarette burns in carpets, broken windows, handles missing from cupboards etc. So in other words anything that needs repairing or replacing due to damage – not use – will be your responsibility.

Damage to other properties:

If you cause any damage to another property this is also your responsibility. So, if you live in a flat and flood the flat below you will have to pay for it. Similarly, if you damage any property belonging to a neighbor you will have to cover the costs.

Your landlord or agent is not responsible for any damage to property or items that belong to others – you are.

Examples of wear and tear:

- Appliances that have broken down due to age
- Damage caused to a property due to high winds
- Painting and redecorating – unless intentional or accidental damage has been caused
- Scratches and marks on wooden furniture, door handles, worktops and other used items and surfaces
- Discoloration of furnishings and upholstery

A good tenancy agreement will also detail what your landlord or agent considers to be covered by 'reasonable wear and tear' and you can refer to this. If your tenancy agreement does not have this information in it you should get it clarified, so you know your position.

Keep in mind that wear and tear is something that occurs gradually and over time. If the damage appeared in a short instance, then it's likely that the tenant is not properly utilizing the items, appliances and furniture.

Damage that cannot be classified as wear and tear, but is also not caused by the tenant, their guest, or negligence about the maintenance is the landlord's responsibility. Typically, these are structural repairs, plumbing, electrical wiring, and gas appliances.

Examples of damage:

- Broken windows caused by you or someone you know
- Damages caused after a party
- Ruining carpets with stains or cigarette burns
- Pets damaging property or items
- Breaking curtain poles
- Breaking chairs, tables, bed frames, etc.
- Damaged electrical appliances by bad usage

Mold is often caused by bad exploitation of the property. The property can become a fertile environment for the growth and spread of mold, when the tenants don't:

Ventilate the property well:

Use the heating improperly throughout the winter and cold months

Allow for moisture to build up in the bathroom, or near the laundry room

Allow for unattended spillages of water

Don't use the extractor hob (if any) during cooking

Mold is a frequently disputed problem between tenants and landlords, so make sure you've taken every step to clean existing mold and prevent it from reoccurring.

If you do, then the mold is likely caused by some structural defect or damage, where water access the walls, floor and ceiling. Then, it's your landlord's responsibility to repair the property and remove the mold.

How to repair damage you caused to the property:

When you've damaged the property you want to let your landlord know soon after you've stopped source of the damage and have control over the situation.

You can do the repairs yourself, however only resort to this option if you're a skilled professional in the repairs you want to implement. Otherwise, your good intentions might cause you to further damage the property.

The optimal way is to contact your landlord and ask them to refer you to their repairman of choice. That way you know the repairs would be satisfying to your landlord and your deposit would not be harmed. On the other hand, beware of overcharging companies and always ask for quotes before any work commences.

Least optional is to leave the damage untreated. This is likely to increase the damage until your tenancy ends. Your deposit will be used to repair the worsened condition and you have little control about the company that does the repairs and their prices.

When your tenancy is due to end soon, you might think about doing some little improvements and renovations to raise the quality of the property and mitigate unnecessary deposit deductions.

- You can fill in any nail holes from your decorations and repaint those sections. Be careful to match the color of the wall exactly, or you might make it worse than it was.
- Tighten loose hinges, hanging cabinet doors, grease squeaky hinges.
- Refinish worn wooden surfaces. You can also coat them with clear protective coating.
- Do some garden maintenance and clear all the rubbish from the house and backyard.
- Clean the facade of the property and invest a tiny little bit in raising that curb appeal.
- Do end of tenancy cleaning before you move out.

The above list doesn't mitigate any other damage you've caused, but it's a nice gesture and it takes some off some of the landlord's work towards preparing the property for the next tenant. That said, they might let some minor issues slide if you show effort and care for the property when you leave.

Always check the inventory reports:

When you've caused damage to the property, make sure to check the inventory reports before you leave.

If you repaired the problem before the end of tenancy, then it should be out of the move out inventory report.

If you have not repaired it, check to see if it is properly described and the landlord is not trying to get more than they are due.

Be sure to keep your communication related to the damage and show that you've made the reasonable steps to alleviate it. Otherwise, your deposit might suffer more than is fair.

Take Before and After Photos:

It's always a good idea to take photographs of your rental unit before you the tenant with the landlord moves in and after you have moved out. Take detailed photos of everything in each room. If you spot damage the tenant caused, or you the tenant see's before moving in, take a photo to show the damage and make notes.

When in doubt, call your local:

Landlord and tenants agencies.

Shining Mountains Peacekeepers Coordinator 403-346-9794 / 1-877-514-6221

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