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Bill 91

**An Act to amend the Consumer Protection Act, 2023
with respect to consumers' right to repair certain consumer products**

Co-sponsors:

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Private Members' Bill

1st Reading December 10, 2025

2nd Reading

3rd Reading

Royal Assent



EXPLANATORY NOTE

The Bill adds a new Part V.1 to the *Consumer Protection Act, 2023*.

The Part applies with respect to electronic products, household appliances, agricultural equipment, motor vehicles, motorized mobility aids and recreational motorized vehicles. Suppliers are required to assist consumers in the diagnosis, maintenance and repair of products, including by providing documentation, parts or tools to help consumers or repair businesses carry out repairs. A supplier who refuses or is unable to comply with the requirements must replace the product at no cost or refund the amount paid by the consumer to purchase or lease the product.

Rules are set out for seriously defective motor vehicles.

Certain limitations are provided for.

The amendments come into force one year after the day section 2 of the *Consumer Protection Act, 2023* comes into force, or one year after the Bill receives Royal Assent, whichever is later.

**An Act to amend the Consumer Protection Act, 2023
with respect to consumers' right to repair certain consumer products**

Preamble

Not having access to affordable and accessible repair is raising the cost of living for households in Ontario.

Not being able to access or afford repair can increase waste.

Independent repair businesses play a vital role in providing access to repair at an affordable cost, particularly in smaller and rural communities where dealership networks are thin or non-existent.

Ontarians should have access to repair services that are locally available and reasonably priced.

Therefore, His Majesty, by and with the advice and consent of the Legislative Assembly of the Province of Ontario, enacts as follows:

1 The *Consumer Protection Act, 2023* is amended by adding the following Part:

**PART V.1
RIGHT TO REPAIR**

Definitions

72.1 In this Part,

“agricultural equipment” means equipment used in agriculture, horticulture, viticulture, dairy production, livestock production, poultry production, bee production, food processing, food manufacturing or food transporting; (“machines agricoles”)

“confidential business information” means any information that has commercial value, is secret and has been subject to reasonable measures by the owner of the information to ensure it remains secret; (“renseignements commerciaux confidentiels”)

“consumer” means a person who resides in Ontario and who,

- (a) purchases a Part V.1 product,
- (b) in the case of a Part V.1 product that is agricultural equipment, purchases or leases the product from a dealer in Ontario for the person's own use, or
- (c) in the case of a Part V.1 product that is a motor vehicle, a recreational motorized vehicle or a motorized mobility aid, purchases or leases the product from a supplier in Ontario; (“consommateur”)

“electronic products” means goods that work at least in part because of electronics that are part of, or attached to, them and includes consumer electronic devices and appliances with electronic components; (“produits électroniques”)

“embedded software” means any programmable software instructions delivered with or loaded on equipment, or a part of equipment, that allow the equipment or part to operate or communicate with other computer hardware; (“logiciel intégré”)

“household appliances” means electric or manual appliances, which assist in household functions such as cooking, cleaning, food preservation and preparation, personal hygiene and home maintenance and household tools required for maintaining a home; (“appareils ménagers”)

“manufacturer”, in relation to a Part V.1 product, means a business,

- (a) that produces the Part V.1 product, or
- (b) that is branded as being the producer of the Part V.1 product; (“fabricant”)

“motorized mobility aid” means a motorized device used to facilitate the transport, in a seated posture, of a person with a disability; (“aide à la mobilité motorisée”)

“part”, in relation to a product, means any component, whether new or used, made available or used by a supplier as a replacement for that component for the purpose of maintaining or repairing the product; (“pièce”)

“Part V.1 product” means a product to which this Part applies; (“produit visé par la partie V.1”)

“recreational motorized vehicle” means a self-propelled vehicle that is designed and intended to transport one or more persons on land or water for recreational purposes, such as a golf car, a motorized foot scooter, a motor-powered skateboard, a self-balancing device, a ride-on car intended for use by a child, an off-road vehicle, a pleasure craft or a power-assisted bicycle; (“véhicule récréatif motorisé”)

“repair business” means a business that diagnoses, maintains or repairs products used by consumers; (“entreprise de réparation”)

“supplier”, in relation to a Part V.1 product, includes the manufacturer of the product; (“fournisseur”)

“update” means,

- (a) in relation to embedded software, any update whose purpose is to fix a deficiency, error or bug,
- (b) in any other case in connection with a product, any recommended corrections or adjustments to a part, tool or information if the corrections or adjustments are created or distributed by the supplier of the product and are used for diagnosis, maintenance or repair of the product. (“mise à jour”)

Part V.1 products

72.2 (1) This Part applies with respect to the following products if the product was first manufactured and supplied on or after the day the *Right to Repair Act, 2025* came into force:

1. Electronic products.
2. Household appliances.
3. Agricultural equipment.
4. Motor vehicles.
5. Motorized mobility aids.
6. Recreational motorized vehicles.

Non-application

(2) This Part does not apply with respect to the following products:

1. Medical devices.
2. Industrial, construction, compact construction, mining or road-building equipment.
3. A product purchased, installed and maintained by a public or regulated utility.
4. Marine vessels or airplanes.
5. Communications equipment intended for use by an emergency system organization such as a police, fire, ambulance or other emergency rescue service to prevent or respond to emergencies.
6. Set top boxes, modems or all-in-one devices delivering internet, video and voice services that are distributed by a video, internet or voice service provider, but only if the service provider offers readily available replacement equipment at no charge to the customer and the replacement exceeds what would be available to the consumer under this Part.
7. Fire alarm systems, intrusion detection equipment that is provided with a security monitoring service, life safety systems or physical access control equipment, including electronic keypads, and similar electronic devices that control access to premises.

Right to repair

72.3 (1) At the request of a consumer or a repair business, a supplier shall provide to the consumer or repair business any items described in subsection (2) that the supplier uses or provides to others for the purposes of,

- (a) diagnosing, maintaining or repairing Part V.1 products it supplies; or
- (b) resetting an electronic security function of Part V.1 products it supplies if the function is disabled during diagnosis, maintenance or repair.

Items to be provided

(2) The items referred to in subsection (1) are:

1. Any documentation, including any manual, maintenance procedures, functional and wiring diagrams, reporting output, service code description, boardview file or complete Printed Circuit Board layout or schematic, security code, password, training material, troubleshooting information, full list of required tools, full list of parts, part number information and

any other guidance or information used in facilitating the diagnosis, maintenance or repair of a Part V.1 product supplied by or on behalf of the supplier.

2. Any parts, including any replacement part, whether new or used, made available or used by a supplier for the purpose of facilitating the maintenance or repair of a Part V.1 product supplied by or on behalf of the supplier.
3. Any tool, including any software program, hardware implement or other apparatus used for diagnosis, maintenance or repair of a Part V.1 product supplied by or on behalf of the supplier, including software or other mechanisms that provision, program or pair a new part, calibrate functionality or perform any other function required to bring the product back to fully functional condition, including any updates.

Deadline for providing items

- (3) The items shall be provided within a reasonable time but in any event the time shall not exceed 30 days or such earlier deadline as may be prescribed.

Availability of items

- (4) For the purpose of complying with subsection (1), the supplier shall retain the items described in subsection (2) in relation to a product, model or type of product for at least seven years, or such longer period as may be prescribed, after the last day on which the product, model or type was manufactured.

Same

- (5) Subsection (2) applies regardless of when any warranty for the product, model or type may expire.

No charge for documentation

- (6) Subject to subsection (7), the supplier shall provide access to the documentation described in subsection (2) at no charge.

Printed documentation at reasonable cost

- (7) If the consumer or the repair business requests a paper version of any documentation described in subsection (2), the supplier may charge a fee, but the fee must not exceed a reasonable estimate of the costs of printing the documentation.

Confidentiality agreement

- (8) The supplier may require the consumer or a representative of the repair business to sign a confidentiality agreement if documentation provided to the consumer or repair business under subsection (2) discloses the supplier's confidential business information.

Parts, software, tools at reasonable cost

- (9) The supplier may charge a fee for providing parts, embedded software or tools described in subsection (2) if,
 - (a) the supplier charges the same fee whether the item is provided to a consumer, a repair business or another person;
 - (b) the supplier does not provide the item on condition that another item be purchased or on conditions with respect to unrelated contractual obligations;
 - (c) any tools provided by the supplier are provided,
 - (i) at no charge except for a reasonable amount for preparing and providing the tool,
 - (ii) without requiring a separate authorization for the use or operation of the tool or imposing a barrier to access or use of the tool to diagnose, maintain, repair or enable full functionality of the Part V.1 product, and
 - (iii) in a manner that does not impair efficient and cost-effective diagnosis, maintenance or repair;
 - (d) any parts provided by the supplier are provided,
 - (i) without imposing substantial conditions, obligations or restrictions that are not reasonably necessary for enabling the consumer, repair business or other person to diagnose, maintain or repair the Part V.1 product,
 - (ii) without setting a minimum or maximum quantity of parts that the consumer, repair business or other person may or must purchase, and
 - (iii) without making access to parts conditional on any additional contract for the purchase of parts; and
 - (e) any embedded software provided by the supplier is provided in a manner that does not impair efficient and cost-effective diagnosis, maintenance or repair.

Exception, embedded software updates

- (10) Despite clause (9) (a), the supplier shall not charge any fee for providing updates to embedded software.

Parts pairing prohibited

(11) A supplier shall not use software that pairs component parts of a product through a unique identifier or other mechanism or use any other mechanism to,

- (a) prevent the installation or functioning of any otherwise functional part, including a replacement part or component that is not approved by the supplier;
- (b) inhibit or reduce the functioning of any part such that if it were used by a consumer or repair business the device being repaired would operate with reduced functionality or performance;
- (c) create false, misleading or deceptive alerts or warnings about parts or repairs, or alerts or warnings that cannot be dismissed on the device being repaired;
- (d) charge additional fees or increased prices for future repairs; or
- (e) limit who can purchase parts or perform repair services.

Digital locks

(12) If a Part V.1 product requires that a lock be deactivated to facilitate diagnosis, maintenance or repair, the supplier shall make available, on reasonable terms, any special documentation, tools or parts needed to access and reset the lock. However, the supplier shall not make the items available to a repair business engaged in repairing a product without the written permission of the owner.

Data

(13) In the case of a Part V.1 product that is a motor vehicle, a recreational motorized vehicle or a motorized mobility aid, the supplier of the product shall,

- (a) as soon as possible after a consumer or repair business requests it, provide the consumer or repair business access to the product's data to facilitate diagnosis, maintenance or repair; and
- (b) retain the product's repair data for at least 10 years after the last day on which the product model or type was manufactured.

Effect of repair on warranty

(14) A supplier who provides a warranty to a consumer, whether required by law or otherwise, shall not void the warranty solely on the basis that repairs are carried out on the Part V.1 product by the consumer or a repair business or on the basis that parts not authorized by the supplier are used in the repair.

If no repair

72.4 (1) A supplier who refuses or is unable to comply with section 72.3 in response to the request of a consumer in respect of the supplier's Part V.1 product shall, at the request of the consumer,

- (a) replace the product at no cost; or
- (b) refund the amount paid by the consumer to purchase or lease the product.

Right of action

(2) A consumer may commence an action against a supplier who fails to comply with subsection (1).

Remedies

(3) In an action under this section, a court may issue the following orders in addition to any other remedies provided for in respect of an action under this Act:

1. An order requiring the supplier to comply with section 72.2 or 72.3 or this section.
2. An order for damages payable to the consumer or to any affected repair business to compensate for the supplier's noncompliance.

No privity of contract required

(4) In an action under this section,

- (a) lack of privity of contract between the person bringing the action and the supplier is not a defence; and
- (b) the supplier is deemed to have received consideration in respect of the sale of the Part V.1 product.

Costs

(5) No costs shall be awarded against a consumer who,

- (a) brings an action against a supplier under this section; or

- (b) in an action brought by a supplier, defends or counterclaims on the grounds that the supplier has not complied with section 72.2 or 72.3 or this section.

Same

(6) Subsection (5) applies regardless of whether the consumer is successful in the action, defence or counterclaim unless, in the opinion of the court, the action, defence or counterclaim was frivolous or vexatious.

Seriously defective motor vehicles

72.5 (1) In this section,

“defect”, in relation to a motor vehicle, means a condition that,

- (a) impairs the motor vehicle’s use, value, safety or fitness for the purposes for which it was ordinarily intended, and
- (b) is not the result of normal wear and tear, lack of reasonable maintenance or damage caused after the sale or lease of the motor vehicle.

Right of action

(2) A consumer who purchases a motor vehicle from a supplier may bring an action against the supplier of the motor vehicle based on,

- (a) a latent defect in the motor vehicle; or
- (b) a failure by the supplier to provide the consumer with instructions that are necessary to protect the consumer against a risk or danger of which the consumer would otherwise be unaware.

Exception

(3) Clause (2) (a) does not apply if the consumer could have discovered the defect by an ordinary examination.

No defence

(4) It is not a defence to an action under this section that the supplier was unaware of the latent defect or the failure to provide instructions.

Declaration, seriously defective motor vehicle

(5) On application by a consumer who is the owner or long-term lessee of a motor vehicle, a court may declare the motor vehicle to be a seriously defective motor vehicle if,

- (a) attempts to repair one or more defects affecting the motor vehicle have been made under the basic warranty provided by the manufacturer amounting to,
 - (i) three unsuccessful attempts for the same defect,
 - (ii) one or two unsuccessful attempts for the same defect if the person responsible for the warranty has possessed the motor vehicle for more than 30 days, excluding days on which the person responsible for the warranty demonstrates that the repairs cannot be made due to a shortage of parts and provides the consumer with a temporary replacement motor vehicle at no cost, or
 - (iii) 12 attempts for unrelated defects;
- (b) the defects appeared within three years after the first sale or long-term lease of the motor vehicle and the odometer shows less than 60,000 kilometres; and
- (c) the defects render the motor vehicle unfit for the purposes for which it is ordinarily intended or substantially diminish its usefulness.

Orders

(6) A court that declares a motor vehicle to be a seriously defective motor vehicle may,

- (a) in the case of a motor vehicle that was purchased or financed, order the supplier to repurchase the motor vehicle at the full purchase price adjusted for mileage or to provide, at no cost, a replacement vehicle of comparable or better value and specifications;
- (b) in the case of a motor vehicle that was leased, order the termination of the lease agreement without penalty.

Disclosure and label

(7) Any person who advertises or offers for sale or long-term lease a motor vehicle that has been declared to be a seriously defective motor vehicle shall,

- (a) disclose the fact of the declaration; and

- (b) affix a label to the motor vehicle disclosing the fact of the declaration in a location that allows the label to be read entirely from outside the motor vehicle.

Successor owners

72.6 (1) Subject to subsection (2), a person who gains a property interest in a Part V.1 product from or through the original consumer, whether the interest is gained by purchase, gift, operation of law or otherwise, shall be treated as if the person were the consumer for the purposes of this Part, regardless of the person's position in the sequence of dealings in the Part V.1 product.

Exception

(2) Subsection (1) does not apply to persons who acquire a Part V.1 product from or through a consumer for the purpose of resale or for use predominantly in a business.

Limitations

72.7 (1) Nothing in this Part requires a supplier to divulge any confidential business information to any consumer or repair business except as is necessary to diagnose, maintain or repair the Part V.1 product.

Damage

(2) No supplier is liable for any damage to a Part V.1 product that occurs during the process of a consumer or repair business diagnosing, maintaining or repairing the Part V.1 product unless the damage is attributable to a defect in design or manufacturing.

Security measures

(3) Nothing in this Part requires a supplier to make available documentation, tools or parts that would disable or override anti-theft or other security measures set by the owner of a product without the written permission of the owner.

Parts no longer available

(4) Nothing in this Part requires a supplier to provide a part if the part is no longer available to the supplier.

Unlawful materials

(5) Nothing in this Part requires a supplier to sell any service materials, including parts, tools, information or software, that would be prohibited to use under a law of Canada or Ontario.

Commencement

2 This Act comes into force on the later of the following days:

- 1. One year after the day section 2 of Schedule 1 (*Consumer Protection Act, 2023*) to the *Better for Consumers, Better for Businesses Act, 2023* comes into force.**
- 2. One year after the day this Act receives Royal Assent.**

Short title

3 The short title of this Act is the *Right to Repair Act, 2025*.