

Chattels vs Fixtures: What homebuyers need to know

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One of the more common sources of confusion homebuyers encounter when buying a home is what items are included with the property and form part of the purchase price. Homebuyers may wonder whether items such as light fixtures, appliances, the TV wall mount, or the smart thermostat are included with their purchase. This is where the distinction between chattels and fixtures becomes important. Understanding the difference can avoid misunderstandings and ensure the Offer to Purchase reflects the buyer's intentions.

Chattels

Chattels are moveable personal property that are not permanently attached to the home. Unless specified in the Offer to Purchase, the seller is expected to take the chattels with them when they move out.

Examples of chattels include:

- Appliances
- Furniture
- Lamps
- Art work
- Barbeque
- Area rugs
- Wall-mounted TVs

The most common chattels that homebuyers wish to have included in their purchase are household appliances such as a stove, dishwasher, washing machine, dryer, refrigerator, microwave, etc. These appliances are considered chattels because they are typically not permanently attached to the home. If the homebuyer wants to keep any of the appliances, they will need to ensure that the appliances they wish to keep are specified in the Offer to Purchase.

Fixtures

Fixtures are items that are physically attached to the property. If it is permanently affixed into place, it is likely a fixture and unless specified in the Offer to Purchase, fixtures remain with the home and are included with the purchase. Items which are screwed into place for convenience or safety reasons do not generally count as a fixture. For example, a dresser that is attached to the wall to prevent it from falling, is likely not a fixture.

Examples of fixtures include:

- Curtain rods
- Sinks and faucets
- Wall-mounted shelves and TV stands
- Doorbell cameras, security systems and thermostats
- Light fixtures
- Built-in furnace and air conditioners
- Cabinets
- Fitted carpets

The most common fixtures that sellers wish to take with them are wall-mounted TV brackets, doorbell cameras and smart thermostats. Doorbell cameras may or not be considered fixtures depending on how they are attached to the home. If the seller wishes to keep any items that are considered fixtures, they will need to be specified in the Offer to Purchase.

Chattels vs Fixtures

When there is a disagreement on whether an item is a chattel or fixture, the legal principle known as the “annexation test” is useful in determining whether an item is a chattel or fixture. The annexation test considers two main factors:

1. The degree of annexation

This refers to how attached the item is to the property. If it is attached with screws or nails and removing the item causes damage to the property, it is likely considered a fixture. On the other hand, if the item is attached to the property only by its own weight, it is likely considered a chattel.

2. The purpose of annexation

The purpose of annexation refers to why the item was attached to the property. If the item was attached to the property to make the property more useful or valuable, it is likely considered a fixture. If the item was placed on the property temporarily for convenience purposes, it is more likely considered a chattel.

The general rule is that the seller must remove all chattels, unless the offer specifies otherwise. Conversely, the seller is required to leave all fixtures in the home. For this reason, if a homebuyer wants to have a chattel included with the purchase, they will need to ensure that chattel is specified in the Offer to Purchase. To avoid disputes regarding chattels and fixtures, it is important that homebuyers review the real estate listing to identify which chattels are included with the property and which fixtures, if any, are excluded.

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