

RENTAL PROPERTY INSPECTIONS

Inspections are a mandatory review of the state of repair of a rental premise. This is done at the beginning and at the end of a tenancy agreement. Both the tenant and landlord should be present when inspections are completed.

Inspections must:

- Be completed either by the tenant or landlord one week before or after the tenant moves into/out of the rental unit
- Be completed when the rental unit is vacant or unless otherwise agreed upon by the landlord and tenant
- Take place with both tenant and landlord present to write down any damages (scratches, burns, stains) together. However, the landlord can perform the inspection without the tenant present if:
 - The landlord proposes two different inspection dates to take place on two different days (on days that are not holidays and between 8:00 AM and 8:00 PM) or if the tenant refuses to attend or does not attend.
- Be signed by both the tenant and landlord
- Be given to the tenant describing the conditions of the place as soon as they are completed
- Be kept by the landlord for three years after the tenancy agreement has ended
- The landlord **cannot make any deductions for damages from the security deposit** when the tenant moves out if:
 - The inspection reports are not completed
 - The inspection reports do not contain all the correct statements and signatures
 - A copy of the reports is not provided to the tenant.

Moving out

When a tenant moves out of the rental unit, the inspections are just as important as when the tenant moves in. This is to make sure the landlord makes the correct amount of deductions (if any) from the security deposit if there are any damages.

Helpful Tip for Tenants with Inspections

- **Attend** the inspection with landlord
- **Take notes and photographs of any damages** that already exist. Damages should be addressed with the landlord and **signed by the tenant and landlord**. A copy should be kept in the tenant's records
- The tenant can use the inspection report to prove existing damages before moving in

INSPECTION REPORTS MUST INCLUDE THE FOLLOWING TERMS

There are **specific statements that must be included within the inspection report** as required by Section 4 of the *Residential Tenancies Ministerial Regulation*.

- Each inspection report must contain the following statements:
“Inspections should be conducted when the premises are vacant unless the landlord and tenant or their agents otherwise agree.”
- When an inspection has been conducted by the landlord and the tenant or their agents, the inspection report must contain the following statement, and the landlord or the landlord’s agent must sign the statement:
“The inspection of the premises was conducted on (date) by (landlord or landlord’s agent) and by (tenant or the tenant’s agent)”
- It must contain both of the following statements and the tenant or the tenant’s agent must sign one of the statements:
“I, (name of tenant or tenant’s agent), agree that this report fairly represents the condition of the premises” or;
“I, (name of tenant or tenant’s agent), disagree that this report fairly represents the condition of the premises for the following reasons:”
- Where the tenant or the tenant’s agent refuses to sign one of the statements, the inspection report must contain the following statement, and the landlord or the landlord’s agent must sign the statement:
“The tenant or tenant’s agent present at the inspection refused to sign the tenant’s statement.”
- Where an inspection is conducted by the landlord or the landlord’s agent without the tenant or tenant’s agent being present, the inspection report must contain the following statement and the landlord or the landlord’s agent must sign the statement:
“The inspection of the premises was conducted on (date) by (landlord or landlord’s agent) without the tenant or the tenant’s agent being present.”