

INSPECTION REPORTS



STATUTORY REFERENCES

Residential Tenancies Act (RTA) sections:

- 1(1)(f) landlord definition
- 1(1)(j) prescribed definition
- 1(1)(l) residential premises definition
- 1(1)(m) residential tenancy agreement definition
- 1(1)(n) security deposit definition
- 1(1)(t) tenant definition
- 19 inspection report
- 46 return of security deposits

Residential Tenancies Ministerial Regulation section:

- 4 inspection reports

GUIDELINES

The RTA says it is mandatory for landlords and tenants to complete both a move-in and move-out inspection report. Some other documents, like a written residential tenancy agreement are recommended, but are **not** required. Completing written inspection reports is mandatory. The landlord **must** always give the tenant a copy of the inspection report as soon as it is completed and **must** also keep a copy on file.

The landlord **must** keep inspection reports for at least three years after the tenancy ends. The landlord **must** allow the Director of Residential Tenancies, as named by the Government of Alberta, as defined in the RTA to look at these reports for the purpose of either an inspection or an investigation.

A landlord can only make deductions from a tenant's security deposit to pay for damage to the residential premises if the landlord and tenant completed written move-in and move-out inspection reports. (see Security Deposit section). These inspection reports **must** be done within one week before or after the tenant moves in, and within one week before or after the tenant moves out.

The inspection report **must** include the following statements and the signatures required by the Residential Tenancies Ministerial Regulation:

1. The date the inspection was conducted, the names of the people present during the inspection, and the landlord's signature;
2. A statement to be signed by the tenant if they agree with the results of the inspection;

3. A statement to be signed by the tenant if they disagree with the results of the inspection, and the reasons they disagree;
4. A statement to be signed by the landlord indicating the tenant refused to sign the tenant's statement, if the tenant refuses to sign the inspection report;
5. A statement to be signed by the landlord indicating that the inspection was done without the tenant, if the tenant was **not** present when the inspection was conducted;
6. A statement saying the inspections should be conducted when the premises are vacant, unless the landlord and tenant both agree to do the inspections while the rental premises are occupied.

When the move-in inspection report is done at the beginning of the tenancy, both the landlord and tenant are aware of the condition of the residential premises when the tenant moved in. When compared with the move-out inspection done at the end of the tenancy, it provides evidence of any change that has happened to the condition of the residential premises during the tenancy.

A landlord can conduct the inspection without the tenant being present if the landlord has offered the tenant two inspection times and the tenant has refused or did **not** attend. The landlord **must** offer the tenant inspection times between 8 a.m. and 8 p.m., on two different days that are **not** holidays. If a landlord does an inspection report when the tenant is **not** there, the tenant should carefully review everything in the report when they get their copy and add their own comments, if any, on a separate sheet of paper.

The inspection report should list what's in the residential premises - for example, the condition of the walls, floors, ceilings, windows, cupboards, appliances and plumbing fixtures. Taking pictures or a video that is kept with the copy of the inspection report is also useful, though **not** required. The inspection report should say what needs to be fixed and cleaned, and who will be responsible for looking after each item.

A tenant is responsible for ordinary cleaning and for cleaning the results of extraordinary or abnormal use. (see the "Sample Cleaning List" in this section). Some examples of damages to the physical condition of rental premises for which deductions can be made when inspection reports are properly completed, in most instances, are:

- Steam cleaning of rugs with obvious dirt, soil, oil or urine stains;
- Badly repaired holes in walls or floors;
- Pushed in door panels;
- Food, dirt or nicotine on walls, cupboards or appliances;
- Broken glass;
- Holes in window screens;
- Garbage or litter strewn about;
- Pet excrements.

A landlord can deduct for such things as obvious dirt, soil, etc., as long as the inspection reports were completed according to the RTA. Cleaning up foreign material is **not** considered a deduction for normal wear and tear. Some examples of normal wear and tear for which deductions are **not** allowed are:

- Professional shampooing of rugs, when there were no excess foreign materials;
- Professional cleaning of drapes, when there were no excess foreign materials;
- Painting walls, when there were no obvious stains or damage caused by the tenant.

A landlord **cannot** make deductions from a security deposit to restore or repair normal wear and tear, even if the residential tenancy agreement says differently. The RTA protects the security deposit from deductions for normal wear and tear by requiring landlords to complete move-in and move-out inspection reports. These reports allow the landlord and tenant to determine whether there are repairs or extra cleaning needed. If the inspection reports are **not** completed, the landlord is **not** entitled to take money from the security deposit to cover cleaning or repair costs.

If repairs or cleaning are required, but the landlord did **not** do the required inspection reports, the landlord can apply to court or RTDRS for a judgment for the debt owed by the tenant.

The security deposit can be used to cover the arrears or other charges even if inspection reports have **not** been completed. If there are rent arrears or other charges, like NSF fees, that do **not** relate to the condition of the residential premises, the security deposit can be used to cover the arrears or other charges.

If a landlord believes the tenant has abandoned the residential premises, the landlord **must** still make a reasonable effort to contact the tenant and arrange the move-out inspection. The landlord should keep a record of the attempted contacts.

A new landlord **cannot** deduct for damages from a security deposit if the previous landlord did **not** complete a move-in inspection report. A new landlord is responsible for getting copies of all tenancy documents, including inspection reports, from the previous landlord.

The move-out inspection report **must** be done within one week before or after the tenant moves.

The landlord has to document the inspection and give a copy to the tenant as soon as it is completed. As noted previously, a landlord is required to keep a copy of the inspection reports for at least three years after the termination of the tenancy. A landlord **must** make the inspection reports available for inspection by the Director of Residential Tenancies or an authorized person for the purposes of an inspection or investigation.

FORMS

Inspection Report forms for both the move-in and move-out inspections are available at nominal cost from the Landlord and Tenant Advisory Boards, the Calgary Residential Rental Association or the Alberta Residential Landlord Association. The forms are useful because they contain all the statements required by the Regulation, they have both the move-in and move-out inspections contained in the one form for ease of comparison, and they are printed in duplicate so there are copies for both the landlord and the tenant. (see the Resources and Referral Information section for contact information for these organizations).

SAMPLE CLEANING LIST

The tenant should always check with the landlord to see if they have a cleaning list. If the landlord has **not** provided a cleaning list, the following is a suggested cleaning list for tenants to use before they vacate.

- Clean in, out, behind and under the fridge and defrost and clean the freezer
- Leave the fridge door open if the power has been turned off
- Clean in, out, behind and under the stove and clean the oven and burners on the stove
- Wash the cupboards inside and outside
- Clean inside and outside of all windows/tracks, closet doors/tracks and patio doors/tracks
- Wash walls and floors
- Dust curtain rods and window coverings or replace yours with the landlord's
- Dust or wash fans and vents, light fixtures, replace burnt out light bulbs
- Check the smoke detector, replace batteries as needed
- Clean bathroom thoroughly including the tub, tile, sink, vanity, mirror, medicine cabinet, cupboards and toilet
- Vacuum and clean the carpets, if necessary