



## Residential Tenancies Program

### Policy and Procedure Guide

**Policy Number:** 02-007

**Subject:** Tenant Obligation

**Chapter:** Rental Agreement

<b>Legislation</b>	s. 10(1) 2.
<b>Definitions</b>	<b>Residential Premises Conditions Report:</b>
<b>Purpose</b>	The purpose of this policy is to provide information about the statutory obligations of the Landlord.
<b>Policy</b>	The tenant has a responsibility to keep the premises clean, and to repair damage caused by a deliberate or negligent act either by the tenant or a person the tenant permits on the premises.
<b>Procedure Overview</b>	<p><b>Residential Premises Conditions Report</b></p> <p>It is critical that the condition of the rental unit be documented on both the moving-in and moving-out day of the tenant.</p> <p>This will help:</p> <ul style="list-style-type: none"><li>• Note previous damage</li><li>• Establish a baseline to evaluate normal wear and tear</li><li>• Decide who is responsible for paying for any potential damages that might occur in the future.</li><li>• For tenants, it will also waive any liability for damages that existed prior to moving in.</li></ul> <p>Tenants and landlords should always conduct a move-in and move-out inspection of the rental unit together. Both the landlord and tenant are advised to sign the move-in and move-out inspection form and note any building items that are damaged, need repair or replacement on a room-by-room basis. Date and time stamped video or photographs are also important evidence used to establish the condition of the property.</p> <p>If a landlord doesn't or won't complete a rental unit condition report, tenants are advised to fill one out in the presence of a witness and have that witness sign the form.</p> <p>Tenants are not obligated to repair damage caused by normal wear and tear. Normal wear and tear refers to the deteriorating condition of the rental premises that is expected to occur over time through ordinary use, even though the tenant has been regularly cleaning</p>



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	<p>and maintaining the premises.</p> <p>Landlords are advised to conduct periodic inspections of rental properties to assess property conditions, not only to ensure they are meeting their own obligations but also to ensure tenants are meeting their obligations.</p> <p><b>Request for Repairs</b></p> <p>If the tenant is not meeting their obligation to keep the premises clean, and to repair damage caused by a deliberate or negligent act, the landlord has a right to identify such deficiencies to the tenant and request the tenant to make repairs. If the tenant does not make the necessary repairs, the landlord has a right to issue a termination notice to the tenant for cause. The landlord also has a right to file an application with the Residential Tenancies Office seeking an order of repairs or compensation for damages.</p>
<b>Forms &amp; Form Letters</b>	Residential Premises Condition Report Landlord's Request for Repairs Landlord's Termination Notice Early - Cause Application for Dispute Resolution
<b>X-Reference</b>	Landlord Obligation, section 2-6 of this manual.
<b>Policy Developed</b>	June, 2000
<b>Last Revision</b>	January, 2002 August, 2021
<b>Other Resources</b>	