

MOVING IN: DAMAGE, CLEANING, AND REPAIRS



Both renters and landlords have responsibilities when it comes to the condition and maintenance of a rental home. Knowing who's responsible for what, and being aware of your shared responsibilities, will help make your move-in and living experience better.

CHECKING OVER THE RESIDENTIAL PREMISES

When agreeing to rent a home, you have the right to look over the unit. You can do a walk-through of the property, checking out the condition of each room and making sure that the appliances and fixtures are in good working order.

To help things along, many landlords will have a checklist to mark the condition of each room. Alternatively, you or the landlord could create your own checklist. Taking pictures helps, too.

Once you've finished the inspection, it's a good idea for you and the landlord to each sign, date and keep a copy of the checklist. This will help protect both you and the landlord if later disputes arise about damages.

If the place is not in good condition, ask that problems be fixed and get it in writing. Do not agree—verbally or in writing—that a place is in good condition if it is not. This can cause problems later on. The landlord could use the statement to argue that the damage happened after you moved in.

Sometimes you'll only notice some damages after settling in. If this happens, let the landlord know about the damage as soon as possible. You should write and sign a note describing the damage and stating the date that you noticed it. Including photos is a good idea. Give one copy of the note to the landlord, and keep a copy for yourself. The landlord may still dispute when or how the damage occurred, but it is best to document these things as soon as you notice them.

PAYING A SECURITY DEPOSIT

Before you move in, landlords will often require that you pay a security deposit. Security deposits are also called damage deposits. This is money that the landlord collects at the start of a tenancy, to be used to cover any losses caused by a tenant. This can include damages or unpaid rent.

A security deposit can be up to the full cost of one month's rent. Things like key deposits, pet deposits, or any other form of deposit cannot be extra charges: they must be part of the security deposit.

Landlords can only ask for a security deposit at the beginning of the tenancy. They cannot ask to increase it or refuse to renew a lease for the purpose of increasing the deposit.

A security deposit can be paid over two payments: the landlord can ask for up to one-half when you agree to rent the place, and the rest is due two months after you move in.

As long as you keep the place in good condition, you'll get your damage deposit back when you move out. The money is yours, and landlords are required to keep it in a trust account. If the tenancy lasts five years or more, you'll be entitled to interest on the deposit as well.

Individuals receiving assistance under the Saskatchewan Income Support program may receive money for a security deposit as part of their Shelter Allowance and are responsible for paying it to the landlord.

Once the tenancy is over the landlord may make a claim for some or all of the deposit to pay for damages that you may be responsible for. If this is the case, the landlord must make a claim within seven days of you moving out.

Sometimes, a security deposit can be put towards your last month's rent when moving out. However, the landlord must agree to this. A tenant cannot apply the security deposit towards rent unless the landlord agrees.

CLEANING AND REPAIRS

When it comes to cleaning and repairs of your place, both you and your landlord have certain responsibilities.

It's your responsibility to:

- do ordinary cleaning of your place (this includes the yard if you rent a house and have exclusive use of the yard)
- repair any damage you or your guests cause
- not create any health hazards

If you don't repair damage that you or your guests cause, the landlord can end the tenancy by giving you one month's notice. In this case the landlord must first give you a warning and a reasonable amount of time to fix the situation before ending the tenancy.

However, you do not have to make repairs required because of reasonable wear and tear.

It's your landlord's responsibility to:

- keep the rental unit in a good state of repair and fit for the use and enjoyment of the tenant
- look after a yard that tenants share, such as the yard of an apartment building
- clean and repair any common areas, such as hallways, entrances, shared laundry rooms, and the outside of the building
- maintain any services, fixtures, facilities or appliances that are included in the rent, such as heating, water, electricity, laundry facilities, and the fridge and stove.

Of course, you and your landlord can come to a different arrangement when it comes to some of the cleaning and repairs. For example, you could agree to do the regular cleaning of the common areas or shovel snow. In return, the landlord may offer you a reduction in rent.