



This publication is intended to provide general information only and is not a substitute for legal advice.

# Information for Tenants

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In Alberta, the **Residential Tenancies Act (RTA)** applies to most people who rent the place where they live. This law sets out the rights and responsibilities that apply to landlords and tenants. To view this legislation go to the Queen’s Printer website at [http://www.qp.alberta.ca/Laws\\_Online.cfm](http://www.qp.alberta.ca/Laws_Online.cfm).

Service Alberta is responsible for enforcing the offence sections of the RTA and the regulations.

Keeping the lines of communication open between the landlord and the tenant can prevent misunderstandings and potential disagreements. Talk with your landlord, clarify information and put anything agreed upon in writing.

### HOW DO I FILE A COMPLAINT?

When an agreement cannot be reached, you do have steps to take.

**Filing a Consumer Complaint with Service Alberta** is an infosheet that explains how to file a complaint and when an investigation may be opened, as well as other options available to tenants.

The first step in any complaint process is to talk with an Information Officer in the Consumer Contact Centre.

In addition to handling complaints the Consumer Contact Centre provides provincial information and services through toll free calling on matters that deal with landlord and tenant and consumer protection legislation. The knowledgeable staff provides Albertans with the information they require to settle disputes on their own or information on their rights under the legislation.

For more information on the RTA, you may call the **Consumer Contact Centre** at 780- 427-4088 (Edmonton) or toll free in Alberta 1-877-427-4088.

# CONSUMER TIPS

## Who is a tenant?

Tenants rent the place where they live. The RTA applies to most residential tenants who live in one of the following:

- a house, apartment, duplex or mobile home
- a hotel or motel room if rented for more than six consecutive months
- a rooming or boarding house (in most cases).

The RTA **does not apply** to the following types of tenancies:

- people who share a landlord's living quarters as though they were a part of the landlord's family
- mobile home sites as set out in the *Mobile Home Sites Tenancies Act*
- rental premises that are occupied for business purposes that also have living accommodations attached and both are rented under a single agreement
- hotels, motels, trailer parks, tourist homes or other vacation accommodation if a person lives there for less than six consecutive months
- rental premises rented to a student by an educational institution unless the student has exclusive possession of self-contained rental premises
- most nursing homes, supportive living accommodations, government-operated senior lodges and correctional institutions, military bases and First Nations Reserve Lands.

If you don't know if the RTA applies to you, call your local Landlord and Tenant Advisory Board, Landlord and Tenant Information Service or the **Consumer Contact Centre** at 780-427-4088 (Edmonton) or toll free in Alberta 1- 877-427-4088.

## Renting space in a home

When renting a suite in a home, you have rights and responsibilities outlined in the RTA.

If you are renting a room and sharing other common areas of the home with the landlord, like the kitchen, then the RTA doesn't apply. In this case, the written tenancy agreement signed with your landlord will be considered a lease contract and will be enforceable through the courts.

## MOVING IN

### Residential Tenancy Agreements

Before a tenant moves in, the landlord and tenant need to agree to the terms of their business relationship in a contract called a residential tenancy agreement or lease.

This agreement may be written or verbal, but written is always better, as it provides evidence should there be a problem.

In Alberta, residential tenancy agreements may be either periodic or fixed term.

A residential tenancy agreement cannot take away any of the tenant's rights provided by the RTA. Before you sign an agreement, refer to the Checklist for Tenants on page 20.

### Information about cannabis legalization

Recreational use of cannabis (or marijuana) will be legal in Canada on October 17, 2018. Cannabis use may be restricted in condos (owned and rented), apartments and rental homes. These restrictions should be clearly set out in the rental agreement.

A landlord or condo board may prohibit the smoking of all substances including cannabis in their buildings or on their properties. Occupants should not smoke cannabis or other substances in prohibited premises. Non-smoking consumption, however, may be permitted, but renters and condo occupants should check applicable rules.

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A landlord may also prohibit the growing of cannabis in the rental agreement.

## **Alberta Human Rights Act and Age Restrictions**

Changes to the *Alberta Human Rights Act* effective January 1, 2018, include age as a protected ground under the area of accommodation. Age is defined as 18 years or older. Age restrictions will not be permitted in rental buildings after January 1, 2018, unless the landlord chooses to convert the building to seniors-only. Seniors-only is set at 55 years or older, where at least one member of the household is 55 years or older. Condominium corporations, co-operative housing units and mobile home site landlords will be allowed a 15 year transition period, which ends on December 31, 2032.

Both the landlord and tenant should sign the residential tenancy agreement. The landlord must give a copy of the agreement to the tenant within 21 days from the time the tenant signs and returns it to the landlord. The tenant can withhold rent until they have received the agreement.

## **Fixed Term Tenancy Agreement**

A fixed term tenancy begins and ends on specific dates. For example: a landlord and tenant may agree that the tenancy will be for a fixed term of two years from January 1, 2012 to December 31, 2014. On December 31, 2014 the tenancy will automatically end.

No notice is required to end the tenancy by either the landlord or the tenant.

## **Periodic Tenancy Agreement**

A periodic tenancy has a start date but no end date. Either the landlord or tenant may end a periodic tenancy by giving notice. Most periodic tenancies are month-to-month, but they can also be week-to-week or year-to-year.

## **The security deposit**

Landlords usually ask tenants for a security deposit, sometimes called a damage deposit. The RTA limits the maximum amount a landlord may ask for as a security deposit. It cannot be more than the equivalent of one month's rent at the time the tenancy starts.

The security deposit cannot be increased as rent increases. Ask for a receipt for any fees paid, showing the amount, date and parties in the transaction.

The landlord must pay interest to the tenant at the end of each tenancy year unless both parties agree otherwise. If the landlord and tenant agree in writing, interest may be compounded annually and paid to the tenant at the end of the tenancy. To access the Security Deposit Interest Calculator, go to the Service Alberta website at <http://www.servicealberta.gov.ab.ca/interest-chart.cfm>.

The minimum annual interest rate that landlords must pay on security deposits is determined by a formula set out in the **Security Deposit Interest Rate Regulation**. (See chart on next page.)

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## INTEREST PAYABLE ON SECURITY DEPOSITS

The minimum interest rate a landlord must pay on a security deposit is published each year by Service Alberta. A calculator is provided on the Service Alberta website to assist in calculating the amount of interest that is owed on any specific security deposit based on the regulated interest rate.

Time Period	Minimum Annual Interest Rate	Time Period	Minimum Annual Interest Rate
January 1, 2009 to December 31, 2018	0%	January 1, 1997 to December 31, 1998	0%
January 1, 2008 to December 31, 2008	0.5%	January 1, 1996 to December 31, 1996	2.5%
January 1, 2007 to December 31, 2007	0.3%	January 1, 1995 to December 31, 1995	2.75%
January 1, 2002 to December 31, 2006	0%	July 1, 1994 to December 31, 1994	1.5%
January 1, 2001 to December 31, 2001	1.75%	February 1, 1993 to June 30, 1994	3%
January 1, 2000 to December 31, 2000	1.15%	March 1987 to January 31, 1993	6%
January 1, 1999 to December 31, 1999	0.75%	January 1, 1984 to February 28, 1987	8%

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## Responsibilities of landlords and tenants

The RTA sets out specific responsibilities for landlords and for tenants. Even if these responsibilities are not included in the residential tenancy agreement, landlords and tenants must meet the requirements of the legislation.

### Tenants must

- pay the rent on time
- be considerate of the landlord and other tenants
- not endanger other tenants
- not perform illegal acts
- not conduct illegal business on the rental premises
- not operate a business, trade or occupation without the landlord's consent
- keep the rental premises reasonably clean
- prevent damage to the rental premises
- move out when the rental agreement ends; and
- follow the rules in the residential tenancy agreement that do not conflict with the RTA.

### Landlords must

- make the rental premises available on the date the residential tenancy agreement takes effect
- give the tenant a written "notice of landlord" within seven days of the tenant moving in or post the notice in a visible place in the building's common area
- not disturb the tenant's peaceful enjoyment of the rental premises (e.g. not bother the tenant beyond what is necessary to do the landlord's business

and

- ensure the rental premises are habitable at the beginning and throughout the tenancy, e.g. there are no bed bugs and the heat is working. Habitable means the rental premises meet the Minimum Housing and Health Standards under *Alberta's Public Housing Act* and Housing Regulation. These standards can be viewed online at <https://open.alberta.ca/publications/minimum-housing-and-health-standards>

### Rent from the property's owner or a licensed property manager (management company)

When you are signing or negotiating a lease, or providing a security deposit or rental payment, make sure you deal with the property's owner or a licensed property manager. It is illegal for someone to negotiate or approve a lease or collect or hold rent unless they own the property, are an employee of owner, or are a property manager licensed by the Real Estate Council of Alberta (RECA).

You can find out if someone is licensed by visiting [www.reca.ca](http://www.reca.ca) and using the Search for an Industry Professional link or by contacting RECA at 1-888-425-2754.

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## RESIDENTIAL TENANCY DISPUTE RESOLUTION SERVICE (RTDRS)

RTDRS offers landlords and tenants an alternative means of resolving serious disputes outside of court. The service is designed to be faster, more informal and less expensive than the courts.

A tenant or a landlord who has concerns related to a termination, unpaid rent/utilities, security deposit, damages, repairs or other common disagreements may use the service.

Disputes are heard by a Tenancy Dispute Officer who is authorized to make binding decisions on claims of up to \$50,000 involving tenancy disputes.

To obtain more information, go to the Service Alberta website at <http://www.servicealberta.gov.ab.ca/landlord-tenant-disputes.cfm>, or contact:

Edmonton: 780-644-3000

Calgary: Toll free 310-0000 then 780-644-3000.

### What if the rental premises are not ready?

If the rental premises are not ready for the tenant on occupation at the beginning of the tenancy, the tenant may notify the landlord that they do not want to proceed with the tenancy agreement or they can apply to the Court of Queen's Bench to have the landlord ordered to live up to the tenancy agreement. The tenant may also pursue the landlord for damages through the RTDRS or court if the rental premises are not ready on time.

### Taking possession

Unless otherwise agreed, a tenant takes possession of a residential rental premises when the security deposit, fees and any required rent is paid and the landlord gives the tenant the keys to the rental premises.

### Move-In and Move-Out inspection reports

It is mandatory for landlords and tenants to complete

both a move-in and a move-out inspection report.

- An inspection report describes the condition of the rental premises when a tenant moves in and again when they move out. See Inspection Reports on page 18.
- Tenants can use the inspection report to prove they are not responsible for damage that occurred before they moved in.
- Landlords cannot make any deduction for damages or cleaning costs from the security deposit when the tenant moves out if the inspection report requirements have not been met. See page 18 for a more detailed description.
- Landlords and tenants must inspect the rental premises within one week before or after a tenant moves in and within one week before or after a tenant moves out.
- The rental premises should be vacant when the inspections take place unless the landlord and tenant agree otherwise.
- The landlord and tenant should inspect the residential rental premises together. They should write down the condition of the rental premises and any damages such as scratches or burns.
- Both parties must sign the inspection reports. The landlord must give the tenant a copy of both the move-in and move-out inspection reports as soon as they are completed.

Note: A landlord can conduct the inspection without the tenant being present if the landlord has offered the tenant two inspection times on two different days and the tenant has refused or did not attend.

## LIVING THERE

The RTA sets out requirements for both landlords and tenants, which will apply during the term of the tenancy.

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## Methods of delivering notice

Required notices must be delivered in person or by registered mail. Tenants should use the mailing address provided in the “notice of landlord.” Landlords should use the mailing address of the residential rental premises.

If the tenant is absent from the rental premises and/or evading service, the landlord may:

- give the notice to an adult who appears to live with the tenant, or
- post the notice in plain sight on the residential rental premises.

If a landlord or tenant cannot serve a notice to vacate as indicated above, the notice may be sent through electronic means. The electronic method must result in a printed copy of the notice.

## Rent increases

Landlords cannot increase the rent payable by a tenant under a fixed term or periodic tenancy agreement until a minimum of one year (365 days) has passed since the last rent increase or since the start of the tenancy, whichever is later.

If the 365th day occurs during the term of a fixed term tenancy the landlord cannot increase the rent until the tenancy agreement expires.

In addition, no rent increases are permitted for periodic tenants if a tenant is served with a notice to terminate because the rental premises are being converted to condominiums or major renovations are required that need the rental premises to be unoccupied.

## There is no limit on the amount by which the landlord may raise the rent.

If the landlord wants to increase the rent, the landlord’s notice to the tenant must be in writing and include all of the following:

- the date

- the effective date of the increase
- the landlord’s signature.

This notice is required for a periodic tenancy only.

If a notice does not comply with the requirements, it is void. A tenant who pays an increase in rent based on a notice that does not comply with these requirements may recover the amount of the increase, by applying to the RTDRS or court.

The amount of notice required to increase the rent depends on the type of periodic tenancy as follows:

- 12 full weeks for a week-to-week periodic tenancy
- three full months for a month-to-month periodic tenancy
- 90 days for any other periodic tenancy.

## Locks and security devices

***Neither the landlord nor tenant can be locked out of the residential rental premises.*** If the landlord adds or changes locks, a new key must be given to the tenant right away. If a tenant wants to add or change locks to increase security, they may do so with the permission of the landlord. The tenant must give the landlord a new key as soon as the change is made.

Without the landlord’s permission, tenants may only add locks that can be used from the inside, such as chain locks.

If adding a lock makes holes in the door or frame, the tenant must leave the lock in place when moving out or repair the damage if the lock is removed.

## A landlord’s right to enter rental premises

A landlord may enter the residential rental premises at any time with the tenant’s consent. Consent can be verbal or written. If the landlord has the tenant’s consent, no notice is required.

## Entry without permission and without notice

The landlord may enter the rental premises without

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permission and without giving notice to the tenant

- when the landlord has reason to believe there is an emergency; or
- the landlord has reason to believe that the tenant has abandoned the rental premises.

## Entry without permission but with proper notice

The landlord may enter the residential rental premises without permission but only if the landlord has given the tenant a written notice at least 24 hours before the time of entry. The landlord can give notice to enter for specific reasons outlined in the legislation which are:

- to do repairs
- to inspect the state of repair of the rental premises
- to take necessary steps to control pests
- to show the rental premises to prospective purchasers, or mortgagees; or
- to show the rental premises to prospective tenants after the landlord or tenant has given notice to end a periodic tenancy, or, in the final month of a fixed term tenancy.

## Form of notice to a tenant

A notice to enter the residential rental premises must:

- be in writing
- be signed by the landlord or agent
- state the reasons for the entry
- state the date and time of the entry. The time may be expressed as a period of time, reasonable in duration, that begins and ends at a specified time. Entry can only be between 8 a.m. and 8 p.m. on a day that is not a holiday or the tenant's day of worship. This is assumed to be Sunday unless the tenant provides written notice to the landlord of a different day.

The tenant does not have to be present since the landlord has the right to enter as long as proper

notice has been provided. The landlord cannot insist the tenant be out of the rental premises when they enter. The tenant can't refuse entry to a landlord when proper notice is given, or refuse to allow the landlord to enter because the tenant is not or will not be home.

## Repairs

The landlord is responsible for keeping the rental premises reasonably safe and in good repair at all times, not just at the beginning of a tenancy. Standards for safety and comfort are set out in the *Public Health Act* and regulations.

For more information, tenants can contact **Health Link Alberta** at:

Calgary: 403-943-LINK (5465)

Edmonton: 780-408-LINK (5465)

Toll Free: 1-866-408-LINK (5465)

If a landlord ignores a tenant's request for repairs, the tenant may apply to the RTDRS or court for any of the following:

- to recover damages
- to have the rent reduced to make up for any benefits the tenant has lost because the landlord didn't carry out the landlord's obligations
- to compensate for the cost of performing the landlord's obligations
- to end the tenancy.

**Note:** A tenant **cannot** withhold rent because they believe the landlord is not meeting their obligations. A landlord **cannot** evict a tenant for exercising their rights under the RTA or the *Public Health Act*.

## Sublease or Assignment

A tenant cannot sublease or assign the residential rental premises to someone else without the landlord's written consent. A landlord may not refuse permission without reasonable grounds and must give the tenant their reasons in writing within 14 days after receiving the request.



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If the landlord does not answer the request within 14 days, the tenant may assume that the landlord agrees to the sublease or assignment.

A landlord may not charge a fee for giving consent to a sublease.

**Note:** A tenant who subleases or assigns the rental premises may or may not be responsible for the balance of the residential tenancy agreement, and may choose to seek legal advice.

## EVICCTIONS

### 24-hour notice

If a tenant assaults or threatens to assault a landlord or another tenant or does significant damage to the residential rental premises the landlord can

- apply to the RTDRS or court to end the tenancy; or
- give the tenant a **24-hour notice** to end the tenancy.

### The 24-hour notice must

- be in writing
- be signed by the landlord or agent
- state the reasons for eviction; and
- state the time and date the tenancy ends.

In either case, the landlord may pursue the tenant through the RTDRS or court for any damages not covered by the security deposit.

If a tenant has been given a 24-hour notice but does not move out, the landlord has 10 days after the tenancy ends to apply to the RTDRS or court for an order that confirms that the tenancy will end. If the landlord doesn't apply to court within the 10 days, the 24-hour notice is no longer valid, which means the tenancy has not ended.

### 14-day notice

A substantial breach occurs when a tenant does not carry out any of their obligations under the RTA or

when a tenant commits a series of breaches of the residential tenancy agreement and the cumulative effect is substantial.

If a tenant commits a substantial breach of the residential tenancy agreement, the landlord can apply to the RTDRS or court to end the tenancy or give the tenant a **14-day notice** to end the tenancy.

### The 14-day notice must

- be in writing
- be signed by the landlord or agent
- state the reasons for the eviction; and
- state the time and date the tenancy ends.

**Note:** The RTA states that a tenant must be given notice at least **14 clear days** before the tenancy is to end. This means that the day the notice is given and the day the tenancy ends do not count as part of the 14 days. For example, if a landlord gives the tenant notice on the fourth of the month, the earliest day the tenancy can end is the 19th of the same month.

### Non-payment of rent

If the tenant's substantial breach is non-payment of rent, the landlord's 14-day notice must include the following additional information:

- the amount of rent due as of the date of the notice and any additional rent that may become due during the notice period; and
- a statement that the tenancy will not be terminated if, on or before the termination date in the notice, the tenant pays the rent and any additional rent due as of the date of payment.

A tenant cannot object to a 14-day notice for non-payment of rent.

The landlord can hire a civil enforcement agency to carry out a Distress for Rent. The agency can seize the tenant's possessions to pay for the unpaid rent

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and costs. This option is only available when the tenant is living in the residential rental premises. Once the tenant moves out, the landlord cannot use this remedy.

## If a tenant objects to a 14-day notice

A tenant who objects to the reasons stated for termination in a 14-day notice must

- give the landlord a written explanation of why the tenant disagrees with the reasons given; and
- deliver the written objection to the landlord before the 14 days are over.

If a tenant objects to the reasons for termination or if a tenant does not leave at the end of a 14-day notice period, the landlord can apply to RTDRS or the court for a court order to terminate the tenancy and get possession of the rental premises. Until RTDRS or the court issues the order, the tenant may remain on the rental premises. The tenant must move out by the possession date in the order.

## Unauthorized occupants

At the beginning of a tenancy, the landlord and tenant should agree on who is allowed to live in the residential rental premises. The names of all tenants should be listed in the tenancy agreement. If someone who is not listed in the tenancy agreement is living in the residential rental premises, the landlord has the right to give that person a 14-day notice to leave.

If the unauthorized occupant does not move out in the 14 days, the landlord can apply to the RTDRS or court for an order for that person to vacate the rental premises.

In cases where the tenant has moved out, the landlord can give an unauthorized occupant a 48-hour notice to leave. If the occupant does not move out in 48 hours, the landlord can apply to the RTDRS or court for an order for recovery of possession of the rental premises.

A tenant who allows someone who is not authorized

to live in the residential premises may be in breach of their tenancy agreement. In this case the landlord may seek to terminate the tenancy and either issue the tenant a 14 day notice or apply to the RTDRS or court for an order that the tenant vacate the rental premises.

## Substantial breach by landlords

Tenants can give a 14-day notice to end a tenancy if the tenant believes on reasonable grounds that the landlord has not complied with an executive order issued under Section 62 of the *Public Health Act*. The signed written notice must include the address of the rental premises and the reasons and date of termination. The notice is void if the landlord objects in writing within seven days of receiving the tenant's notice because the order has been complied with or stayed.

For health inspection orders in the province, go to [www.albertahealthservices.ca/3150.asp](http://www.albertahealthservices.ca/3150.asp).

## MOVING OUT

A tenancy may end for many different reasons. Sometimes it is the landlord who wants to end the tenancy and sometimes it is the tenant. The RTA provides landlords and tenants with requirements that must be met in order to properly end a tenancy.

At the end of a fixed term tenancy, no notice is required.

## When can a landlord end a periodic tenancy?

Landlords can only give notice to end a periodic tenancy under specific conditions set out in the Residential Tenancies Ministerial Regulation.

If a landlord intends to convert the residential rental premises to a condominium unit and the rental premises must be vacant, or the landlord needs to do major renovations that require the rental premises to be unoccupied, the landlord must give the tenant 365 days notice to terminate the periodic tenancy. Major renovations do not include painting, replacing floor coverings, or routine maintenance.

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In addition, a landlord may end a periodic tenancy if:

- The landlord or a relative of the landlord wants to move in. (Relative includes any relative by blood, marriage or adoption or by virtue of an adult interdependent relationship.)
- The landlord agrees to sell the rental premises, all conditions of the sales agreement have been satisfied or waived and the buyer or a relative of the buyer wants to move in. In this case, the buyer must ask the landlord in writing to give the tenant a notice to end the tenancy.
- The landlord intends to demolish the building that the tenant lives in.
- The rental premises are a detached or semi-detached dwelling or one condominium unit the landlord agrees to sell the rental premises and all conditions of the sales agreement have been satisfied or waived. In these cases, the buyer must ask the landlord in writing to give the tenant a notice to end the tenancy. Neither the buyer nor the buyer's relatives have to occupy the rental premises.
- The landlord is an educational institution and the tenant was a student at the beginning of the tenancy but the tenant is no longer a student or will no longer be a student once the notice period has passed.
- The landlord intends to use or rent the rental premises for a non-residential purpose.

## Proper notice to end a periodic tenancy

To end a periodic tenancy agreement, landlords and tenants must give written notice to the other party.

A written notice must include all of the following information specified in the RTA including:

- the address of the rental premises
- the date the tenancy will end; and
- the signature of the person giving notice
- Landlords must also include their reasons for ending the tenancy.

## Ending a tenancy due to domestic violence

Changes to the *Residential Tenancies Act* (RTA) allow victims of domestic violence to end a tenancy early and without financial penalty.

This legislation applies in cases where if the tenancy continues:

- The tenant's safety is at risk;
- A dependant child's safety is at risk; or
- A protected adult's safety is at risk.

To end a tenancy due to domestic violence, victims apply through the Designated Authority in Alberta Human Services for a certificate. When the certificate is received, the tenant will give the landlord written notice and the certificate to terminate the tenancy. The minimum notice required to terminate the tenancy is at least 28 days.

The notice must:

- be in writing
- be signed by the tenant
- identify the termination date
- be given to the landlord within 90 days of the certificate being issued
- be delivered in person or by registered mail

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For more information on how to terminate a tenancy, visit [www.servicealberta.ca/ConsumerTipsheets.cfm](http://www.servicealberta.ca/ConsumerTipsheets.cfm) and view the *Residential Tenancies (Safer Spaces for Victims of Domestic Violence) Amendment Act* tip sheet.

## Amount of notice required

The required notice depends on who is giving the notice and the type of tenancy.

Type of Periodic Tenancy	Tenant	Landlord
Week-to-week	1 full tenancy week	1 full tenancy week
Month-to-month	1 full tenancy month	3 full tenancy months

## When does notice have to be given?

For week-to-week periodic tenancies, notice must be given by either the landlord or the tenant on or before the first day of the tenancy week to be effective on the last day of the tenancy week.

For month-to-month periodic tenancies, notice must be given by a tenant on or before the first day of the tenancy month to be effective on the last day of the tenancy month. Notice by a landlord must be given on or before the first day of the three month notice period.

If the date the notice is due falls on a holiday, (e.g. January 1 or July 1) the next business day becomes the due date according to the *Interpretation Act*.

## Late service of notice

If a notice is served late, it will still be effective but at a later date.

- A late notice to end a weekly tenancy will be effective on the last day of the next complete tenancy week.
- A late notice to end a monthly tenancy will be effective on the last day of the next complete tenancy month. For example, a month-to-month tenancy is from the first day of the month to the

last day of the month. If the tenant gives notice on June 2 to end a month-to-month tenancy on June 30, the notice is effective July 31.

## When does the tenant have to move out?

The RTA says that a tenancy ends at noon on the last day of the tenancy unless the landlord and tenant agree to a different time.

Giving up possession usually means that the tenancy agreement has come to an end, the tenant has moved their belongings, cleaned the rental premises and returned the keys to the landlord.

The noon deadline does not apply if the landlord has given the tenant a 24-hour notice of termination.

## Returning the tenant's security deposit

Tenants have the right to the return of their security deposit with any interest owing, when they move out if certain conditions are met:

- There is no damage beyond normal wear and tear. The RTA defines normal wear and tear as the deterioration that occurs over time with the use of the rental premises even though the rental premises receive reasonable care and maintenance.
- The rental premises have been properly cleaned. (It's a good idea for landlords to provide a list of what is expected). See page 19 for a suggested list.
- No rent or other costs are owing.

If the tenant does not meet these conditions, the landlord has the right to keep part or all of the security deposit to cover these costs. If the costs exceed the security deposit, the landlord can take legal action to claim for the money owing.

If there are no deductions for rent, other costs, cleaning or repairs, the landlord must deliver the tenant their full deposit plus interest within 10 days of the day the tenant gave up possession of the rental premises.

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If there are deductions, the landlord must do one of the following within 10 days:

- deliver the balance of the deposit, if any, to the tenant with a statement of account that lists all the damages, repair costs and details of the cleaning charges; or
- give the tenant an estimate of the deductions that will be made and return any money that won't be used. The tenant must receive a final statement and any money owing within 30 days after the tenancy ends.

Landlords cannot make deductions for damages or cleaning costs if the inspection report requirements have not been met. They can, however, take legal action to recover these costs. Landlords are allowed to deduct for other costs not related to the condition of the residential rental premises without an inspection report.

Tenants should provide a forwarding address in writing and keep copies of all their documents for three years.

## What if a tenant leaves belongings behind?

Sometimes a tenant moves out or abandons the rental premises, but leaves belongings behind. A landlord has the immediate right to dispose of the goods if the landlord believes they are worth less than \$2,000, or if the value of the goods will depreciate substantially in storage (e.g. the goods will spoil). If the goods are worth \$2,000 or more, the landlord must store them for 30 days.

A tenant can reclaim their possessions by paying the landlord for the moving and storage costs. Once the tenant has paid these costs, the landlord must then return the tenant's possessions. If the tenant does not claim the goods within 30 days, the landlord can sell the goods by public auction or by private sale with the approval of the court. The landlord can use the money from the sale of the goods to pay the costs for transporting, storing and selling the goods. The

landlord can also keep any money that the tenant owed for rent or damaged property. If there is money left after those payments, the surplus is held by the provincial Minister responsible for the RTA.

## RENTING A CONDOMINIUM

There are different rules for landlords and tenants when condominium owners rent their units. If there is a conflict between the *Condominium Property Act* and RTA, the *Condominium Property Act* will apply.

### Tenant's responsibilities

Over and above the tenant's obligations under the RTA, tenants renting condominium units also agree to

- follow the corporation's bylaws
- not damage the corporation's property; and
- pay the rent to the corporation instead of the landlord if directed to do so by the corporation (if this happens, the rent is deemed to have been paid to the landlord.)

### Evicting a tenant

The corporation can evict a tenant for damaging the property or not following the bylaws. Notice will take effect the end of the month following the month the notice is given (e.g. if the corporation gives notice in September, the tenancy ends on Oct. 31). This effective date overrides the tenancy agreement and the RTA. The tenant does not have the right to give the corporation a notice of objection.

If the tenant doesn't move out, the corporation can go to the Court of Queen's Bench for an order requiring the tenant to move.

If a tenant does excessive damage to the corporation's property or the common property or if the tenant is a danger to or is intimidating the owners or other renters, the corporation can go to the Court of Queen's Bench for an order requiring the tenant to move out. The tenancy will end when the court orders the tenant to leave.

# CONSUMER TIPS

## FOR MORE INFORMATION

### Consumer Contact Centre

They can provide information on many topics related to landlords and tenants.

Edmonton: 780-427-4088

Toll free in Alberta: 1-877-427-4088

**Consumer Protection Alberta Facebook** was created to educate and inform Albertans about consumer issues.



### Consumer Protection Alberta

<https://www.facebook.com/ConsumerProtectionAlberta>

### Publications

<http://www.servicealberta.gov.ab.ca/644.cfm>

### Queen's Printer Bookstore

You may purchase the RTA and the regulations from the Queen's Printer Bookstore:

7 flr, 10611 - 98 Avenue, Edmonton, Alberta T5K 2P7

Edmonton: (780) 427-4952

Toll free in Alberta: 310-0000 then 780-427-4952

These are also free for you to download in the "pdf" or "html" formats at <http://www.qp.alberta.ca/index.cfm>

### Residential Tenancy Dispute Resolution Service

Edmonton: 780-644-3000

Calgary: toll free: 310-0000 then 780-644-3000

<http://www.servicealberta.gov.ab.ca/landlord-tenant-disputes.cfm>

# CONSUMER TIPS

## **Provincial Court of Alberta**

Landlords and tenants who wish to make an application to the court under the RTA should obtain the booklet: “Application in Provincial Court of Alberta under the *Residential Tenancies Act* and *Mobile Home Sites Tenancies Act* Instructions for Landlords and Tenants”.

To make an application, landlords and tenants will need to obtain the required forms and follow all the instructions provided in the booklet.

The booklet is available at Provincial Court locations or online at <https://albertacourts.ca/pc/areas-of-law/civil/forms>

## **LANDLORD AND TENANT ADVISORY BOARDS AND INFORMATION SERVICES**

These organizations answer residential tenancy questions from both landlords and tenants. They also make tenancy forms available (for a fee).

**Edmonton:** 780-496-5959

<http://www.edmonton.ca/> (search Landlord or Tenant)

**Fort McMurray** (Regional Municipality of Wood Buffalo) 780-743-5000

<http://www.rmwb.ca/living/Social-Support-Services/Landlord-and-Tenant-Advisory-Board.htm>

## **Alberta Residential Landlord Association**

780-413-9773

[www.albertalandlord.org/](http://www.albertalandlord.org/)

## OTHER REFERRALS

### **Laws for Tenants in Alberta**

<http://www.landlordandtenant.org/>

### **Reference Guide to Landlord and Tenant Law in Alberta**

[www.slsedmonton.com/civil/landlord-and-tenant-law/](http://www.slsedmonton.com/civil/landlord-and-tenant-law/)

### **Renting 101: A Guide to Renting in Alberta for Students and First-time Renters**

<http://www.landlordandtenant.org/resources/>

### **Canada Mortgage and Housing Corporation**

Renting in Canada

<https://www.cmhc-schl.gc.ca/en/rental-housing>

### **Edmonton Community Legal Centre (ECLC)**

780-702-1725

[www.eclc.ca](http://www.eclc.ca)

### **Calgary Legal Guidance**

403-234 9266

<http://clg.ab.ca/>

### **Red Deer**

### **Central Alberta Community Legal Clinic (CACLC)**

403-314-9129

[www.communitylegalclinic.net](http://www.communitylegalclinic.net)



# CONSUMER TIPS

## **Centre for Public Legal Information (CPLA)**

780-451-8764

<https://www.cplea.ca>

## **Alberta Health Services**

Environmental Public Health Legal Penalties & Orders

For health inspection orders in the province, go to

<https://www.albertahealthservices.ca/eph/page3150.aspx>

## **Alberta Health Inspector**

For information on contacting a health inspector, go to

<https://myhealth.alberta.ca/Alberta/pages/renting-a-home-in-alberta.aspx>

**Note:** Condominium corporations **cannot** use the Provincial Court of Alberta or the RTDRS to end a tenancy, recover possessions or to get an order to vacate the rental premises.

## INSPECTION REPORTS

The RTA states the inspection report has to be in writing. Landlords and tenants are required to inspect residential premises within one week before or after a tenant takes or gives up possession of the residential premises. The landlord must give the tenant a copy of the report immediately following the inspection.

It is an offence for a landlord to make a deduction 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, or
- a copy of the reports are not provided to the tenant or tenant's agent.

Incoming and outgoing inspection reports must contain the following specific statements and must be signed:

- **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

a. 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)"** and

b. must contain both of the following statements and the tenant or the tenant's agent must sign one of the statements:

(i.) **"I, (name of tenant or tenant's agent), agree that this report fairly represents the condition of the premises"** or

(ii.) **"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 be signed by the landlord or the landlord's agent:

**"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, after 2 failed attempts to do the inspection together, the 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."**

- A landlord can conduct the inspection without the tenant being present if the landlord has offered the tenant two inspection times, on two different days that are not holidays, between 8 a.m. and 8 p.m., and the tenant has refused or did not attend.
- The landlord must keep copies of the inspection reports for three years after the tenancy terminates.

# 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

## A CHECKLIST FOR TENANTS

### THE RENTAL UNIT

- Is there a storage place for extra belongings such as bikes, luggage, etc.? Who has access to this place?
- Where is the closest bus stop?
- Is the rental space close to services that are used regularly? (groceries, bank, fitness)
- Is the rental unit clean? Who shovels the snow and cuts the grass? Who supplies the equipment (shovels, lawn mower)?
- Where can vehicles be parked? Is there good lighting outside and in the parking lot?
- How quiet or noisy is the rental unit during the evening for studying or sleeping?
- Are there laundry facilities? Is there a schedule for use? Is there a cost? Where is the closest laundromat?
- Does the building have Internet service or can it be installed?

### FINANCES

- How much is the rent?
- Is a security deposit required? What is the amount?
- Does the rent include heat, water, electricity, cable or Internet?
- Will utility hook-up charges be extra? (For more information refer to the publication “Electricity and Natural Gas Contracts” at <http://www.servicealberta.ca/ConsumerTipsheets.cfm>.)
- Will parking cost extra? What is the amount?
- Who has to pay for repairs—big ones and small ones?

### AVOID ROOMMATE MISUNDERSTANDINGS

- Who will sign the residential tenancy agreement? It's best that all parties be named on the tenancy agreement.
- What will happen if one person needs to move out before the end of the tenancy?
- How will costs be shared and bills paid?
- How will problems be resolved?

### QUESTIONS AND CONSIDERATIONS

- Is the residential tenancy agreement for a fixed amount of time or month-to-month?
- When and where will the rent be paid? What happens if it is late? Receipts are recommended for any payments.
- Who do you contact if there is a problem?
- Have you arranged for tenant insurance?
- Are sublets okay? What about a roommate?
- Are pets allowed? Is a deposit required?
- Is smoking allowed?
- How long can guests stay?
- Am I able to decorate my unit? What is the policy about push pins and nail holes in the walls?
- When and where are notices delivered when it's time to move out?
- When will the inspection report be done?
- Keep copies of all your tenancy documents, including the tenancy agreement, inspection report, and receipts.