

Shared Accommodation



LAWS FOR
**LANDLORDS
AND TENANTS**
IN ALBERTA



Shared accommodation is when you live with your landlord or a roommate. This booklet outlines what your legal rights and responsibilities are if you are in this type of living situation.

What is shared accommodation?

Shared accommodation is when:

- You and your landlord share living space. For example, a kitchen, bathroom, or living room.
- You live with a roommate in a rental property.

The *Residential Tenancies Act (RTA)* sets out the rights and obligations of landlords and tenants in Alberta, but it does not apply to shared accommodation living situations. What this means is that:

- Your landlord does not have to follow the rules under the *RTA* if you are living together. But your landlord does need to be reasonable. For example, if you do not pay rent, your landlord can evict you at any time and does not have to give you a 14-day written eviction notice. But it is good practice for your landlord to give you reasonable written notice if he or she is evicting you for non-payment of rent.
- Any issues between you and your roommate are not covered by the *RTA*. For example, there is no legal way for you to evict your roommate if you are not getting along.

Shared accommodation written agreement

If you live with a roommate or your landlord, you should have a written agreement that sets out each of your rights and responsibilities. Having a written agreement can help prevent problems later on. Your agreement should include things like:

- how rent is to be paid to the landlord or split between roommates
- responsibility for the bills (for example, utilities, cable and internet)
- how the rental property will be shared
- when notice to move out must be given to the landlord or roommate
- how the security deposit will be handled if you move out or your roommate leaves
- responsibility for chores in the rental property

You can also add any other term that you and your roommate(s) or landlord agree on. A sample *Living With Your Landlord Agreement* and sample *Roommate Agreement* can be found on our website: www.landlordandtenant.org/resources.

If you're living with a roommate

Security deposits

The landlord does not have to return the security deposit until the lease ends. This means that if one of your roommates leaves before the lease ends, the landlord does not have to return any portion of the security deposit.

Be aware that the landlord is only obligated to return the security deposit to those persons named on the lease. If you paid a portion of the security deposit and are not included on the lease, the landlord may not be obligated to return any of the security deposit to you.

To avoid problems with the return of the security deposit, you may want to consider talking to your landlord about adding a term to the lease that states what will happen to the security deposit if one roommate leaves. If you are signing a Roommate Agreement, you should include a term that addresses the return of the security deposit if a roommate leaves before the lease ends.

Paying the rent

Roommates can decide how they want to pay the rent to the landlord. Sometimes, the landlord will accept separate payments from each roommate and sometimes the landlord will want a single payment. If the landlord does not receive the full amount of the rent owing, the landlord can evict all of the tenants. This means that if your roommate is supposed to pay the landlord his or her share of the rent and does not do so, you can be evicted, even if you paid your share of the rent.

When a roommate leaves

If one of your roommates moves out before the lease ends, the roommate who is leaving can ask to be taken off the lease and the roommate agreement, if there is one. If you and the other roommates agree, the roommate can be taken off the roommate agreement. You, the other roommates, and the landlord all need to agree to have the roommate removed from the lease. Any changes to the lease or roommate agreement should be made in writing and signed by everyone to avoid any future misunderstandings. If the departing roommate is not removed from the lease, then he or she remains responsible for rent and any damage caused to the property.

Living with a roommate: frequently asked questions

Someone is moving in with me. Do I need to tell my landlord?

Landlords have the right to know how many people are living in the rental unit and who is living in it. If someone moves into the rental unit without the landlord's approval, then the landlord has the right under the *Residential Tenancies Act (RTA)* to require the person to leave the property. Depending on the circumstances, the person may have to leave within 48 hours or 14 days. If your lease says that you must notify your landlord and/or have your landlord's approval before someone moves in, then you must follow those rules. Otherwise, your landlord can evict you.

Does each roommate need to sign the lease?

No, but landlords usually require that everyone who is living in a rental unit be named on the lease – either as a tenant or occupant. If a person is named as a tenant on the lease, they are subject to all of the rights and obligations of a tenant as outlined in the *Residential Tenancies Act (RTA)*. For example, if you and your roommate are both named as tenants on the lease and you don't pay your rent, the landlord can choose to collect the rent from:

- you
- your roommate
- from you and your roommate

If a person is named as a tenant on the lease but has not signed it, they still have the rights and obligations listed in the *RTA*. But if the lease agreement includes rights and obligations outside of the *RTA*, the tenant who has not signed the agreement may not be subject to those provisions.

For example, the *RTA* does not cover who is responsible for shovelling snow. You have a lease that says tenants must shovel the sidewalks. You signed the lease so you are responsible for shovelling snow. But your roommate did not sign the agreement so he may not be held responsible for failing to shovel snow.

What can I do if I have a problem with my roommate?

While the *Residential Tenancies Act (RTA)* addresses the rights and obligations between landlords and tenants, it does not address the rights and obligations between roommates. Before you move in with someone, it is important to have a written roommate agreement in place to prevent future problems. You can download a sample *Roommate Agreement* from www.landlordandtenant.org/resources.

If you do have a problem with your roommate, the first step is to try communicating about the situation and see if you can find a solution. If you reach an agreement, make sure it is in writing. It is important to have problems and their solutions documented in case further action is required.

Since the *RTA* does not apply to roommate conflicts, you do not have the option of going to the Residential Tenancy Dispute Resolution Service (RTDRS) if you need help resolving a problem with your roommate. If you can't reach a resolution with your roommate, you may wish to consider mediation or making an application to Provincial Court. It is always recommended that you seek legal advice if you plan to make a court application.

One of my roommates is moving out and we don't have anyone new to move in right away. Is she still responsible for her share of the rent?

Yes, your roommate is still responsible to pay her share of the rent if she is on the lease. You and your roommates are all required to pay the rent to your landlord, and so if a roommate leaves, the rent must still be paid in full. The landlord can evict you if the rent is not paid in full, regardless of your roommate moving out.

Your roommate may ask to be removed from the lease, and if you and your landlord agree to this change, then the roommate will no longer be responsible for any of the rent. This new agreement should be in writing and signed by everyone to avoid later difficulties.

As a tip for next time, it is often a good idea to have a roommate agreement in place with all of the people you are living with. The agreement should specify how rent will be paid, and for how long each roommate remains responsible to pay their share of the rent. You can also specify what will happen to rent payments if a roommate leaves. You can download a sample *Roommate Agreement* from www.landlordandtenant.org/resources.

My roommate moved out and left a lot of belongings behind. What can I do?

You should contact your landlord. Under the *Residential Tenancies Act (RTA)*, landlords must follow a certain procedure for disposing of a tenant's abandoned goods (belongings).

If you're living with your landlord

The *Residential Tenancies Act (RTA)* does not apply to you if you share living space with your landlord. This means that none of the rules in the *RTA* apply to you or your landlord. But your landlord does need to be reasonable when dealing with you as a tenant. If you have a written agreement with your landlord, the terms in the written agreement would apply to you. You should have a written agreement so that you are protected. You can download a sample *Living With Your Landlord Agreement* at www.landlordandtenant.org.

Living with your landlord: frequently asked questions

I live with my landlord. Is it true that the *Innkeepers Act* applies to me?

No. There is a common misconception that the *Innkeepers Act* applies to a shared accommodation living situation. The *Innkeepers Act* only applies to hotels, motels, and other places that provide lodging to guests (for example, a bed and breakfast). The *Innkeepers Act* does not apply to tenants renting a room in a landlord's home – unless the landlord meets all of the rules under the *Act* (for example, posting liability signs in the "office" and in every bedroom).

I live with my landlord and we keep arguing about everything. What can I do?

If you share living space with your landlord, then the *Residential Tenancies Act (RTA)* does not apply. For example, the *RTA* does not apply when you rent a room in the landlord's home and share a kitchen and/or living room. You should have a written agreement with your landlord to outline each of your rights and responsibilities to help avoid disputes. A sample *Living with Your Landlord Agreement* can be downloaded here: www.landlordandtenant.org/resources.

If you and your landlord have a problem, the first step is for you to communicate about the situation and try to work out a solution. If you reach an agreement, make sure it is in writing. It is important to have problems and their solutions documented in case further action is required.

Since the *RTA* does not apply, you do not have the option of going to the Residential Tenancy Dispute Resolution Service (RTDRS) if you need help resolving a problem. If you can't reach a resolution with your landlord, you may wish to consider mediation or making an application to Provincial Court. It is always recommended that you seek legal advice if you plan to make a court application.

My landlord keeps increasing rent multiple times per year. Is that allowed?

Under the *Residential Tenancies Act (RTA)*, a landlord can only increase rent when 365 days have passed since:

- the last rent increase or
- the tenancy started,
- whichever is later

If you are living with your landlord, they do not have to follow the same rules under the *RTA*. That said, it is good practice for your landlord to be reasonable in how often they increase rent.

My landlord is evicting me for not paying rent. How much notice does he need to give me?

Under the *Residential Tenancies Act (RTA)*, if a landlord serves an eviction notice to a tenant for non-payment of rent, the landlord must give the tenant at least 14 days written notice. On the other hand, if you are living with your landlord and do not pay rent, your landlord does not have a legal obligation to give you a 14-day notice. That said, it is good practice for your landlord to provide you with reasonable written notice to evict you.

I'm a landlord living with my tenant. My tenant left their belongings behind at the rental property. What can I do with their belongings?

Under the *Residential Tenancies Act (RTA)*, landlords must follow a certain procedure for disposing of a tenant's abandoned goods (belongings). However, in a shared accommodation situation, the landlord does not have the same legal obligations under the *RTA*. As best practice, you should contact your tenant in writing, letting them know:

- when you plan to dispose of the goods
- when the tenant should pick up the goods

It is a good idea to keep a record of any abandoned goods, including what goods were left behind and how you dealt with them, in case there is a future dispute over how they were dealt with. If you have any concerns about dealing with your tenant's goods, you should seek legal advice.

www.landlordandtenant.org

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You should NOT rely on this booklet for legal advice. It provides general information on Alberta law only.

Where to go for more help and information

> Lawyer Referral Service

Provides contact information for lawyers who practice landlord and tenant law in your geographical area.
1-800-661-1095
www.lawsociety.ab.ca/public/lawyer_referral.aspx

> More information on where to get legal advice is on our website: www.landlordandtenant.org/resources

> Provincial Court of Alberta

Provincial Court deals with matters that do not fall under the *Residential Tenancies Act* such as shared accommodation. The Provincial Court also has a mediation program. Contact your nearest Provincial Court location for more information.

www.albertacourts.ca/provincial-court/civil-small-claims-court



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