



# Shared Accommodation



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# Shared Accommodation

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

## What is shared accommodation?

Shared accommodation is when:

- you and your landlord share living space (e.g., 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 situations. What this means is that:

- your landlord does not have to follow the rules under the *RTA* if you are sharing living space with the landlord, but your landlord does need to be reasonable.
  - For example, if you do not pay rent, a landlord that you are sharing space with does not have to follow the 14-day written notice rule when evicting you. But it is good practice for your landlord to give you a written notice.
- any issues between you and your roommate are not covered by the *RTA*, even though issues between you and your landlord are (assuming you are not sharing space with the landlord)
  - For example, you can't evict your roommate if you are not getting along.



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## Shared accommodation written agreement

If you live with a roommate or your landlord, you should have a written agreement in place covering your rights and responsibilities. A written agreement can help prevent problems later on.

Your agreement should include things like:

- how rent is paid to the landlord or split between roommates
- responsibility for bills (e.g., utilities, cable, internet)
- how the rental property will be shared
- when notice to move out must be given to the landlord or roommate
- what will happen to the security deposit 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 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/](http://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. If your roommate leaves before the lease ends, the landlord does not have to return any portion of the security deposit. To avoid problems with the return of the security deposit, talk to your landlord about adding a term to the lease that states what will happen to the security deposit if a roommate leaves before the lease ends.

### TIP

The landlord only has to return the security deposit to persons named on the lease. If you paid a portion of the security deposit and are not named on the lease, the landlord may not return any of the security deposit to you.

## Paying rent

Roommates can decide how they want to pay 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. If your roommate does not pay their share of the rent, you can be evicted, even if you paid your share of the rent.



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## When a roommate leaves

If your roommate moves out before the lease ends, they can ask to be taken off the lease and the roommate agreement, if there is one. You, the other roommates, and the landlord all need to agree to have the roommate removed from the lease. If you and the other roommates agree, the roommate can be taken off the roommate agreement. 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 they remain 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 with 14-day notice (Notice to Vacate). The person may have to leave the property with 48-hour notice if the tenant abandons the property. 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?

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 have all of the rights and obligations of a tenant under 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
- you and your roommate

If a person is named as a tenant on the lease but has not signed it, they still have rights and obligations under the *RTA*. But if the lease includes rights and obligations that are not covered under the *RTA*, they may not apply to the tenant who has not signed the agreement.

- 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 they may not be responsible for shovelling snow.

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

The *Residential Tenancies Act (RTA)* covers the rights and obligations between landlords and tenants, but not between roommates. Before you move in with a roommate, 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/](http://www.landlordandtenant.org/resources/)

If you have a problem with your roommate, the first step is to discuss the situation and see if you can find a solution. If you reach an agreement, make sure it is in writing. You should document problems and solutions in writing in case further problems arise.

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) to resolve a problem with your roommate. If you can't reach a resolution with your roommate, you can consider mediation or making

an application to Provincial Court. 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. Are they responsible for their share of the rent?**

Yes, your roommate is still responsible to pay their share of the rent if they are on the lease. You and your roommates are all required to pay the rent to your landlord. 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, you should 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/](http://www.landlordandtenant.org/resources/)

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

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

Our **Abandoned Goods** publication: [www.cplea.ca/wp-content/uploads/AbandonedGoodsBooklet.pdf](http://www.cplea.ca/wp-content/uploads/AbandonedGoodsBooklet.pdf) has more information on this process.

## 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 agreement would apply to you.

You can download a sample **Living with Your Landlord Agreement** at:

[www.landlordandtenant.org](http://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 outlining your rights and responsibilities. This will help you to avoid problems.

You can download a sample **Living with Your Landlord Agreement** on our website:

[www.landlordandtenant.org/resources/](http://www.landlordandtenant.org/resources/)

If you and your landlord have a problem, discuss the situation with them and try to work out a solution. If you reach an agreement, make sure it



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is in writing. You should document problems and solutions in writing in case further problems arise.

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 can consider mediation or making an application to Provincial Court. 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
- the tenancy started

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 must they give me?**

Under the *Residential Tenancies Act (RTA)*, if a landlord serves an eviction order 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 14-days 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 process for disposing of a tenant's abandoned goods (belongings). In a shared accommodation situation, the landlord does not have to follow the same rules 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

You should 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.

For more information, refer to our **Abandoned Goods** publication:

[www.cplea.ca/wp-content/uploads/AbandonedGoodsBooklet.pdf](http://www.cplea.ca/wp-content/uploads/AbandonedGoodsBooklet.pdf)

## **Contacts: Information and Assistance**

### **Law Society of Alberta Lawyer Referral Service**

The Law Society's Lawyer Referral service helps you connect with a lawyer.

**Toll Free:** 1-800-661-1095

**In Calgary:** 403-228-1722

[www.lawsociety.ab.ca/public/lawyer-referral](http://www.lawsociety.ab.ca/public/lawyer-referral)

### **Pro Bono Law Alberta – Civil Claims Duty Counsel**

Provides brief legal assistance to self-represented litigants with civil matters in the Provincial Court in Calgary and Edmonton.

[pbla.ca/get-legal-help/civil-claims-duty-counsel/](http://pbla.ca/get-legal-help/civil-claims-duty-counsel/)

For more information and resources on where to find help, go to our website:

[www.landlordandtenant.org/help/](http://www.landlordandtenant.org/help/)

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