

Renting 101

A Guide to Renting in Alberta

4th Edition



LAWS FOR
LANDLORDS
AND TENANTS
IN ALBERTA
www.landlordandtenant.org

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

4th Edition, March 2016.

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Alberta

The contents of this booklet are provided as general information only. It is not legal advice. If you have a legal problem, you should consult a lawyer.

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The Legal Resource Centre of Alberta, operating as the Centre for Public Legal Education Alberta, is a non-profit organization whose mission is to help people understand the law as it affects their everyday lives. We develop plain language booklets, presentations and other learning materials to help people recognize and respond to their legal rights and responsibilities. We have a variety of programs, and provide legal information and referral on many legal topics. For more information, please go to www.cplea.ca.



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Department of Justice
Canada



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One of the most important things you can do before you rent is to learn about the laws that apply to you and your rental situation. These laws govern the relationship between you and your landlord and protect you as a renter. If you know the law, you can enter into your rental agreement with confidence, or if you are already renting, you can learn about the entire lifespan of renting – from signing a lease, to moving in your furniture, to giving your notice, and moving out.

This booklet takes the laws that apply to renters in Alberta and presents them in a useful, quick-reference format. *Renting 101: A Guide to Renting in Alberta* will walk you through the rental process so you, as a renter, can live responsibly and hassle-free.

Before you read this booklet, make sure you know what laws apply to you as a renter.

Laws that Apply to Renters

If you have decided to rent, it is important to know the laws that apply to you. Knowing the bylaws, acts, and standards that apply to you as a renter may save you time and possibly money. In Alberta, there are many laws that protect and govern you as a renter. For the most part, the *Residential Tenancies Act* (RTA) is the law that affects renters. However, there are some living situations where the RTA will not apply. Also, there are other laws that will apply to everyone, such as the *Alberta Human Rights Act* and the *Personal Information Protection Act*.

The next section contains questions you can ask yourself to help understand what laws will apply to your living situation.

In this booklet, most of the information that is provided relates to situations covered under the *Residential Tenancies Act*. If your situation is not covered by this Act, make sure that you understand which laws apply to you.

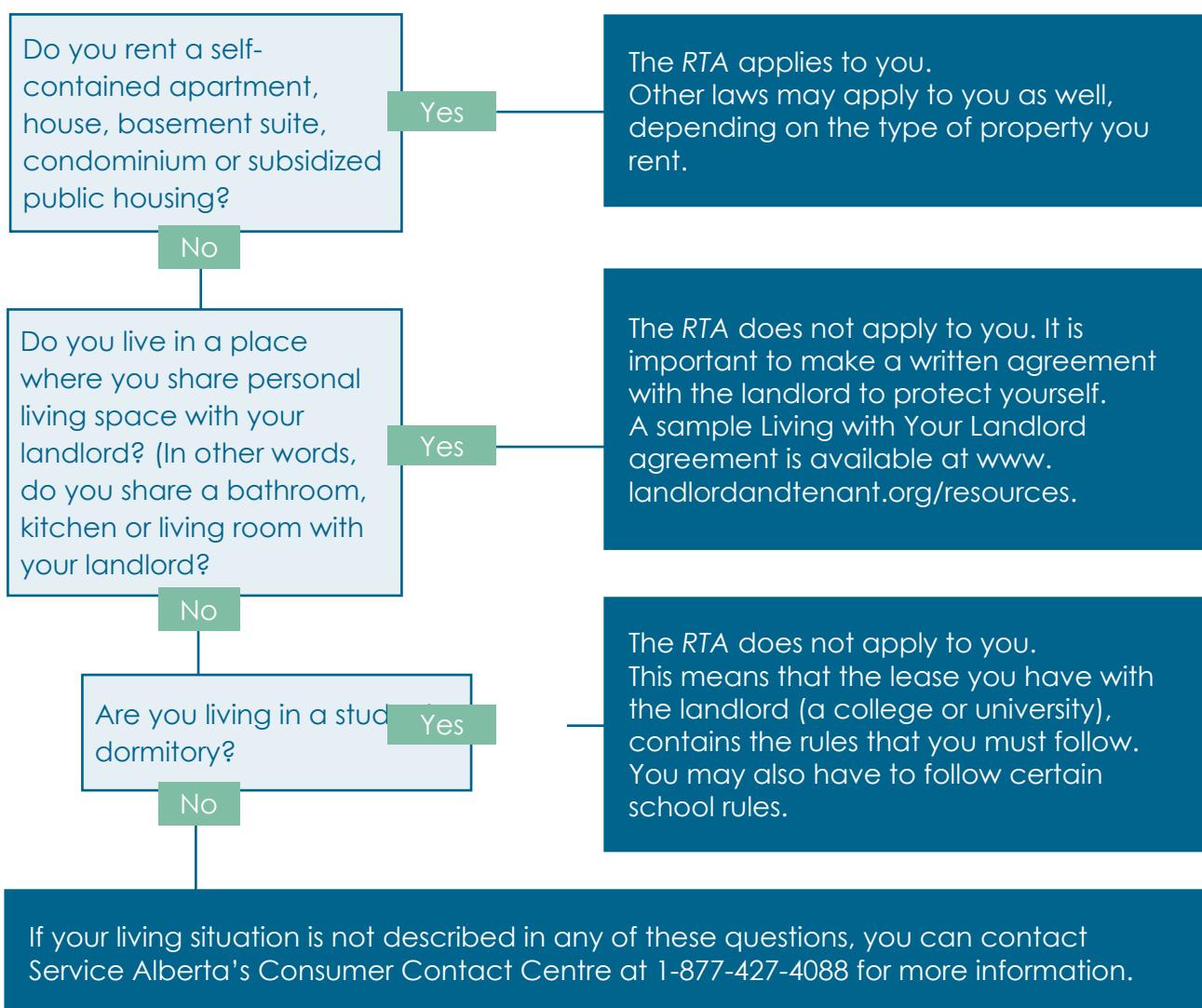


What is the Residential Tenancies Act (RTA)?

The RTA is the law that outlines the rights and responsibilities of the majority of landlords and tenants in Alberta. The RTA covers a lot of issues, including:

- security deposits;
- types of leases;
- notice periods to end a lease;
- inspections; and
- minimum standards of conduct for landlords and tenants.

The RTA is regulated by Service Alberta, a ministry of the Alberta government, and you can call Service Alberta's Consumer Contact Centre (1-877-427-4088) if you are having a renting issue. Before you call the Consumer Contact Centre, make sure you have taken every step to deal with and understand the problem. You may need to contact a different department if a different law has been broken. For example, if you have a health and sanitation issue, an inspector from Alberta Health Services will investigate.



Other Laws That May Apply to You

Laws According to Your Living Situation

Different laws will apply to you depending on what kind of property you are renting.

| | <i>Residential Tenancies Act</i> | <i>Condominium Property Act</i> | <i>Innkeepers Act</i> | <i>Mobile Home Sites Tenancies Act</i> | <i>College/ University Rules</i> | <i>Alberta Housing Act</i> |
|---|--------------------------------------|-------------------------------------|-----------------------|--|--------------------------------------|--------------------------------|
| Apartment | ● | | | | | |
| Basement suite | ● | | | | | |
| Condominium | ● | ● | | | | |
| House | ● | | | | | |
| Hotel room | | | ● | | | |
| Hotel room if rented for more than six months | ● | | | | | |
| Mobile home site | | | | ● | | |
| Sharing with your landlord | | | | | | |
| Student dorm room | | | | | ● | |
| Subsidized public housing | ● | | | | | ● |

Condominium Property Act

This Act outlines additional rules that you must follow when you rent a condo. For example, a condominium board can end your tenancy, even if your landlord does not want to end it. Also, each condominium corporation has its own bylaws that tenants must follow.

Cooperatives Act

This Act sets out specific provisions for terminating a cooperative membership and evicting a member. Cooperatives also have their own bylaws that must be followed. The RTA may, or may not, apply to you if you live in cooperative housing.

Innkeepers Act

This Act outlines you and your landlord's obligations when you are paying for lodging in a hotel or motel for under six months. If you are living in a hotel or motel for more than six consecutive months, then you must follow the RTA.

Note: The Innkeepers Act usually does not apply to situations where a tenant shares living space with a landlord.

Mobile Home Sites Tenancies Act

This law sets out the rights and responsibilities of people who rent a mobile home site.

College/University Rules

If you are living in student housing, or on campus, you should make sure you know what school rules apply to you.

Alberta Housing Act

Additional rules apply if you're living in subsidized housing. For example, a landlord may be able to evict you if you don't tell them if your income or employment situation changes.

Laws that Deal with Specific Issues

In addition to the laws that apply to you because of what kind of property you rent, there are also laws that deal with specific issues (for example, building safety and personal privacy).

Alberta Building Code (ABC)

The ABC sets out standards for the design and construction of buildings, and changes to buildings. For example, the ABC addresses things like ceiling height, window size, and stairs.

Municipal Bylaws

Bylaws deal with local issues such as noise complaints, sidewalk snow removal, and minimum maintenance of buildings.

Safety Codes Act

This law sets standards in areas such as building, fire, electrical, gas (natural and propane), elevators, and plumbing and private sewage.

Public Health Act

This Act sets out your landlord's obligations to adequately maintain your rental premises.

Minimum Housing and Health Standards (under the Public Health Act)

These standards establish minimum conditions that are essential for good health and make the rental premises safe, sanitary, and fit for human habitation. There are various aspects of housing issues that are covered by the standards, including topics such as mice and insect infestations, acceptable ventilation and plumbing, minimum indoor temperatures, etc.

If you have concerns regarding the quality of your living conditions, you can contact Alberta Health Services through HealthLink at 811.

Alberta Human Rights Act

This Act protects you from discrimination and ensures that you are offered an equal opportunity to find a place to live and enjoy services available to the public without discrimination. This means your landlord cannot discriminate against you on the basis of:

| | | |
|-------------------|---------------------|--------------------|
| Race | Physical Disability | Sexual Orientation |
| Colour | Mental Disability | Gender |
| Ancestry | Marital Status | Gender Identity |
| Place of Origin | Family Status | Gender Expression |
| Religious Beliefs | Source of Income | |

If you feel that you have been discriminated against, you can contact the Alberta Human Rights Commission's Northern Regional Office at (780) 427-7661, Southern Regional Office at (403) 297-6571, or visit www.albertahumanrights.ab.ca.

Personal Information Protection Act

This Act protects individual privacy by requiring your landlord to obtain your consent when collecting, using, and sharing your personal information. If you have questions or want to make a complaint about how a landlord handled your personal information, contact the Office of the Information and Privacy Commissioner at 1-888-878-4044, or visit www.oipc.ab.ca.

2 Moving In

The Lease

Once you have found a place you want to live, you should sign a written lease agreement with the landlord.

What is a Lease?

- A lease is the agreement that you have with your landlord to rent a place to live. It can be written or oral, but **it is highly recommended the lease be written to prevent problems in the future.**
- A lease is a contract, and the terms of the contract will govern your relationship except where the terms conflict with the *Residential Tenancies Act (RTA)*.
- Once you sign the lease, you are legally bound by the terms in the lease.
- A lease can be called other names: a residential tenancy agreement and a rental contract are both considered leases.
- Every lease is different, so read it carefully before you sign it and make sure you understand what you are agreeing to.
- If your lease is covered by the *RTA*, there are some limitations to what you can agree to and some terms will be automatically included whether or not you know about them. For example, the *RTA* sets out the notice periods that you and your landlord must give each other before you can end the lease.
- If the *RTA* does not apply to your lease, then you can agree to anything, so long as it is not illegal.
- The lease should contain all of the promises that the landlord or the landlord's agent has made to you, and should not contain anything that contradicts what the landlord or the agent told you. For example, if the landlord said you can have a pet, make sure this is included in the lease.

Every written lease must include the following statement in larger print than the rest:
“The tenancy created by this agreement is governed by the *Residential Tenancies Act* and if there is a conflict between the agreement and the Act, the Act prevails.”



Types of Leases

In Alberta, there are two types of leases or tenancies: fixed term leases and periodic leases. It is important to know which kind of lease you have because the rules are different, particularly the rules in relation to ending the lease.

A **periodic lease** means that there is no end date in the lease. You will rent until either you or the landlord give notice to end the lease. You can agree to rent month-to-month, week-to-week, or year-to-year. You can pay rent on a monthly, weekly, or yearly basis.

A **fixed term lease** means that you agree to rent premises for a fixed length of time. In other words, there is an end date written in the lease. An example of this lease is when you agree to a six-month or one year lease. You can pay rent weekly, monthly, or yearly. At the end of the agreed time, it is assumed that you are no longer going to live there, unless you and your landlord agree to renew your agreement.

What Should Your Lease Include?

Before you sign a written lease, review the lease and look to make sure the following information is included:

- The names of all people who will be living in the property.
- The name and contact information of the landlord.
- The address of the place you'll be renting.
- The amount of the rent, when it is due, how it's to be paid, and to whom.
- The date the tenancy is to start and the kind of lease (periodic or fixed term).
- The amount of the security deposit and what the security deposit covers (for example, keys only, keys and damage, damage only).
- Any additional fees that may be charged (for example, late rent fee, pet fee, key fee, etc.).
- Who is responsible for paying utilities (for example, gas, electric, water, and trash collection).
- If you have a yard, who is responsible to maintain it (for example, cutting grass, shoveling snow, etc.).
- Who is responsible for what repairs.
- What is included in the property that is rented (for example, furniture).
- The following statement: "The tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between the agreement and the Act, the Act prevails."
- Other conditions that apply to use of the property (for example, smoking or non-smoking, pets, or building rules).
- Details of how the tenancy can be ended including notice periods.

Questions to Ask a Potential Landlord Before You Sign a Lease

- Are there other people the same age living in the building?
- Have there been any major repairs or renovations done in the past year?
- Are any major repairs anticipated for the upcoming year?
- Who will be responsible for repairs, including small ones?
- Will any repairs, including small ones, that are to be completed before you move in be put in writing?
- Is there a phone number at which the landlord or superintendent can be reached in case of emergency?
- How is rent payment to be made (for example, by mail, by giving it to the property manager or directly to the landlord)?
- Where is the nearest laundromat if there are no laundry facilities in the building?

DOs & DON'Ts of Leases

DON'T feel rushed into signing the lease before you understand everything.

DON'T assume that by renting you have access to the garage, yard, storage, or exercise room. Make sure that your right to use these things is in writing.

DO ask your landlord questions and feel free to discuss anything that isn't included in the lease.

DO seek outside advice and information – visit www.landlordandtenant.org

DO have EVERYONE who will be living there sign the rental agreement. It's more difficult to make sure all your roommates are responsible if they are not bound by the lease.

DO make sure you understand the terms in the lease (Fixed term or periodic? Late fees? Is rent paid on the 31st, or the 1st?)

DO get a copy of any other documents mentioned in the lease such as "Tenant Rules and Regulations" or "Condominium Bylaws." Get a copy of the documents and read them before you sign the lease, because you will have to follow those rules.

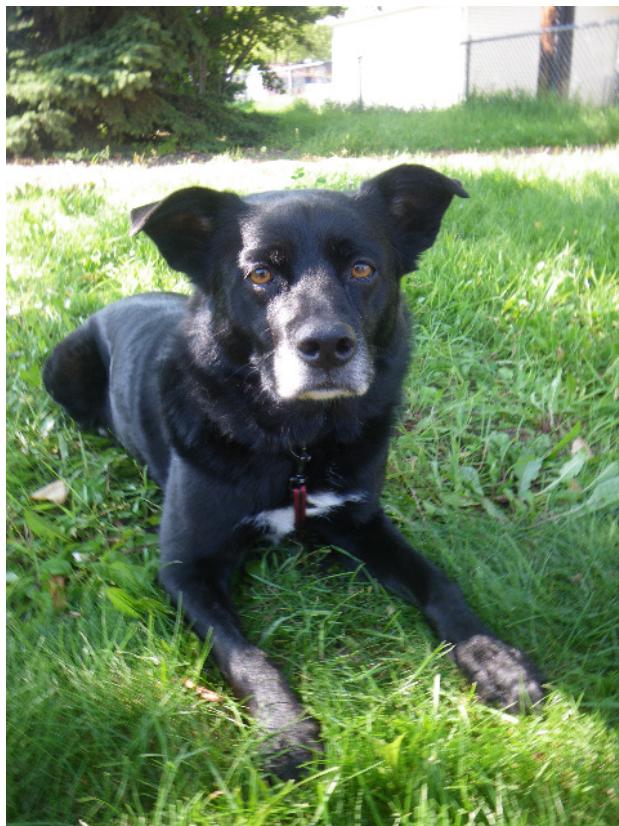
Who is a Tenant?

It is very important to understand who is considered a tenant by law in Alberta, because if you are not considered a tenant, you are not necessarily bound by the same obligations or given protection under the Residential Tenancies Act (RTA).

- A tenant is someone who is allowed by a landlord to live in a property under a lease.
- If you've signed a lease with your landlord, you are a tenant.
- You are also a tenant if you live in a property under a sub-lease to which the landlord has consented.
- If you have roommates and your landlord has agreed to them living there with you, they are also tenants. However, a person who has not signed the lease may not be bound by rights and obligations in the lease that are agreed to independently of the requirements of the RTA.

Security Deposits

- A security deposit is money that you give to your landlord before you move in, with the understanding that you will get the money back if you meet certain conditions.
- If your landlord charges you any refundable fees (for example, key or pet fees), then those amounts are added to the security deposit amount. The grand total of the security deposit plus all refundable fees cannot be more than one month's rent.
- The landlord must deposit the security deposit money into a trust account within two banking days of receiving it from you.
- It is important that you understand when your landlord can keep your security deposit. Your landlord can deduct money from the security deposit if you owe money for rent or utilities, and/or to cover the costs of cleaning or fixing if there is damage beyond normal wear and tear. Your lease might have other reasons why the landlord can keep the security deposit.



Pets

- If you want to have a pet, you should review your lease to see if pets are allowed. You should also talk to your landlord, and get the landlord's agreement in writing, before you get a pet.
- If you signed a lease and agreed to a "no pet" policy and then you get a pet anyway, you are in violation of your lease, and your landlord could evict you.
- If you are allowed to have a pet, then some landlords will request that you pay a pet fee before the pet moves in.
- It is a good idea to enter into a pet agreement with your landlord. You can download a Sample Pet Agreement by visiting www.landlordandtenant.org/resources.

Inspections: What You Need to Know

The law requires that at least two formal inspections of the rented property be carried out: one within a week of you moving in, and one within a week of you moving out. Your landlord must give you two opportunities to attend inspections by suggesting two different days that are not holidays. The inspections can take place between 8:00 a.m. and 8:00 p.m.

Inspections are very important:

- They allow you and your landlord to share a common understanding of the condition of the property at the beginning and end of the tenancy.
- They protect you. When you move out, your landlord can deduct money from the security deposit to pay for damage, so you should write down any damage that exists in the property when you move in. If the damage is noted when you move in, then your landlord cannot keep your security deposit to pay for those repairs.

If a landlord does not carry out an inspection either before or after the tenancy, he or she cannot deduct anything from a security deposit for damages that go beyond normal wear and tear.

After each inspection, your landlord must give you a written report of the inspection immediately. If you disagree with anything on the form, you should clearly write out what items you don't agree with. Landlords must keep inspection records for three years after the lease is over.

Extra inspections can be completed if you and your landlord agree to do them, but they are not required by law.

Inspection Tips

- Attend the inspection with your landlord. This will help prevent any problems later. If you cannot attend, send a trusted friend or family member on your behalf.
- Try to arrange your inspection in the daytime.
- Point out anything you notice that could be considered damage and make sure it gets written down.
- Try to do the inspection before you move your furniture in – tables and sofas can hide stains, rips, or scratches that you may not notice until you move out.
- Be thorough: open drawers, look under sinks, in the refrigerator, in the stove.
- Inspection reports can also include pictures – consider taking a camera or your phone so that you can take pictures or a video.

3 Living There

Your Obligations as a Tenant

The rules that a tenant must follow fall into two groups.

- The rules that are contained in the laws that apply to your renting situation, even if the agreement between you and your landlord says something different.
- The rules that are in your lease and that you and your landlord agree to follow.

Your Obligations under the Residential Tenancies Act (RTA)

The RTA sets out obligations that you must follow for as long as you are renting. If you do not follow these rules, your landlord has the right to evict you.

- Pay the rent as required by your tenancy agreement.
- Look after the rental unit, keep it clean and not damage it.
- Do not interfere with the landlord's rights or the rights of other tenants.
- Do not break the law in or around the rental unit.
- Do not put other people in danger (for example, do not allow a stranger into a secure building).
- If your lease is over, then you must move out.

Contractual Obligations

Other rules may be included in your lease, include:

- not smoking in your apartment or anywhere on the rental premises;
- not having pets, or only having a certain number of pets; and
- specific obligations like shoveling snow or cutting the lawn.

Paying Rent and Fees

Whenever you have to pay your landlord, you should make sure that you have some way to prove you made the payment.

Some verifiable methods of paying the rent, or the security deposit, are by:

- cheque;
- money order;
- email money transfer;
- direct bank deposit; or
- credit card.

Do not use cash to pay your landlord. If you have to pay by cash, then ask your landlord for a receipt and have a witness with you when you make the payment.

Your Landlord's Obligations

Your landlord must follow the rules under the law and the rules agreed to in your lease.

Things Your Landlord Must Do

- Make sure that the property is ready for you to move into on the move-in date.
- Provide landlord's contact information (physical location and mailing address) in writing or post in a common area.
- Complete the inspection reports within one week of move-in and move-out.
- Give you a signed copy of the lease.
- Not significantly disturb you.
- Meet the Minimum Housing and Health Standards. Landlords must ensure the structure of the building is safe, the heating and plumbing systems work, and wind, rain, and snow cannot enter the building.
- In a periodic monthly lease, provide you with three months' written notice of any rent increase. Not increase rent more than once every 365 days.
- Give a valid reason as defined by the RTA for ending a periodic lease (for example, the landlord or a relative is moving in, or the premises have been sold).

If you think that your landlord should do repairs, write to your landlord and identify what repairs need to be done. Keep a copy of the letter for your records.

December 2, 2015

John Landlord
123, 4567 - 89 Street
Edmonton, Alberta
T1A 2B3

Dear John Landlord,

I am writing this letter to request that some repairs be to my rental property. The banister between the main and upper floor is very loose and needs to be fixed. The oven stopped working yesterday, and as I need the oven to cook most of my meals, I would appreciate you contacting me as soon as possible to inform me of when the repairs will be done.

If I do not hear from you by December 10, 2015, I will be contacting Environmental Public Health to request a health inspector visit my suite.

Thank you.

Jane Tenant

Jane Tenant
11, 345 Renter Road
Edmonton, Alberta
T1A 2B3



Other Obligations

Other obligations that your landlord may have will depend on what you've both agreed to in the lease, as long as these agreements do not conflict with the RTA.

Some of these obligations can include:

- repairing problems within a certain amount of time; and
- specific obligations (for example, shoveling snow or cutting the lawn).

If Your Landlord Does Not Fulfill Their Obligations Under the Residential Tenancies Act (RTA)

You should write your landlord a letter, requesting that your landlord take steps to deal with the issue. If your landlord does not deal with the problem, you can ask the Residential Tenancy Dispute Resolution Service or Provincial Court for one of the following:

- recovery of damages, or money that you've spent because your landlord did not perform their responsibilities;
- reduction in rent (abatement of rent);
- compensation for the cost of performing the landlord's obligations; and
- termination of the tenancy by reason of the landlord's breach of the RTA.

Your landlord must make sure that the place you rent meets health and safety standards.

This means that your landlord is responsible to fix plumbing, heating, structural and other maintenance issues. If you have concerns about your living conditions, you can call Alberta Health Services through HealthLink at 811.

You may want to get tenant's insurance, even if you are not required to do so by your lease. Normally, your belongings will not be covered by the landlord's insurance if something were to happen to the property.

Landlord's Right to Enter the Rental Property

The landlord usually has to give you written notice before coming into your property, and can only come in for certain reasons.

| The landlord can enter... | Does the landlord have to give you a 24 hour written notice to enter? |
|--|--|
| To inspect the property | Yes |
| To make repairs | Yes, unless they are emergency repairs |
| To deal with pest infestations | Yes |
| To show the property to people who may want to buy it, or to the mortgage company | Yes, and it can be the landlord or a realtor or someone else who is the landlord's agent |
| To show the property to people who may want to rent it, if it is the last month of a fixed term tenancy, or if the landlord or tenant has given notice to end a periodic tenancy | Yes |
| If there is an emergency | No |
| If the tenant has abandoned the property | No |
| If the tenant consents to the landlord's entry | No |

The landlord must follow some rules.

- Written notice must be served at least 24 hours before entry. It must state the reason for entry and the date and time of planned entry. The landlord can only enter between 8:00 am and 8:00 pm.
- The landlord cannot enter on a statutory holiday, or on a Sunday (because Sunday is presumed to be your day of religious worship. If you worship on a different day, tell your landlord in writing and then the landlord won't be able to come in on that day of the week).
- If the landlord has to provide written notice of the entry, then the landlord must properly serve you with that notice. It is very common for the landlord to serve you by taping a notice to your door.
- As long as the landlord follows the rules about written notice, the landlord can enter the property. The landlord does not need your consent in order to enter.
- The landlord can appoint someone else to enter the property on the landlord's behalf. This means that if there are repairs that need to be done, a repairperson may enter instead of the landlord. If the property is being sold, then a realtor may enter instead of the landlord. These agents of the landlord must still follow all of the rules that the landlord would have to follow.

Serving Notice

The notice can be given to you in person, or sent by registered or certified mail. If the landlord is unable to serve you because you are not at the rented premises or are avoiding service, the notice can be given to any adult who lives with you or posted in an obvious place on the rented property.

If the landlord cannot serve notice by any of the preceding methods, then he or she can send the notice electronically (for example, by email or fax).

As long as the landlord can establish that he or she tried to give you the notice in one of these ways, it will not necessarily mean the notice is invalid if you did not actually see the notice.

Rent

You and your landlord can agree on whatever amount of rent you think is appropriate. There is no law that states what a fair rent is. A landlord can offer a place at a certain rent and it is up to you as a tenant whether you take it at that price or not, or negotiate a different price. The only rent issues covered by the *Residential Tenancies Act* is how and when rent can be increased, and what happens if rent is not paid.

Increasing Rent

If you have a periodic tenancy (also known as a month-to-month tenancy), the law allows the landlord to increase the rent. The law does not limit the amount of the rent increase, but the law does say when and how often an increase can take place.

Time Between Increases

Rent cannot be increased unless 365 days have passed since:

- the last rent increase; or
- the start of the tenancy,
- whichever is later.

Notice Requirements to Raise Rent

For periodic tenancies, your landlord must give you written notice before increasing rent. If you have a month-to-month tenancy, the landlord must give three tenancy months notice. The notice must state the date the rent increase will start and must be signed and dated by the landlord. If the notice does not include any of these details, it is void and will not take effect.

For fixed term tenancies, the landlord can increase the rent if 365 days have passed since the tenant moved in, or since the last increase in rent. If the 365th day falls during the fixed term, then the landlord has to wait until the fixed term agreement is over. The landlord does not have to provide written notice of a rent increase.

Ending the Lease

If you have a **periodic tenancy**, you can end it at any time by giving the landlord written notice ahead of your move out date. If you do not give your landlord adequate notice, then you risk losing your security deposit or being sued by the landlord.

- **Weekly periodic:** you must give the landlord one tenancy week's notice. The notice must be given on or before the first day of the tenancy week to be effective on the last day of the tenancy week.
- **Monthly periodic:** you must give the landlord one full tenancy month's notice. A tenancy month is the period for which rent is paid, and may not be the same as the calendar month. For example, if you rent from the 15th of one month to the 14th of the next month, that is your tenancy month. The notice must be given on or before the first day of the tenancy month to take effect on the last day of the tenancy month.

If you serve the notice late, then the notice is still effective, but not until a full notice period has passed. For example, in a monthly periodic lease, the tenant is supposed to give notice on or before May 1 to move out on May 31. If the tenant does not serve the notice until May 3, then the lease will not end until June 30, because the tenant must give one full tenancy month's notice (in this case, June 1 to June 30).

If you have a **fixed term tenancy**, you cannot end the tenancy before the end date in the lease unless the landlord gives you permission. If you do not get permission and you leave the rental property before the lease end date, you could be responsible for all of the remaining rent.



Landlord Ends the Lease

| If you haven't done anything wrong, then your landlord can only give you notice to end a periodic tenancy if the property is... | The notice will give you this long to move out... | |
|--|---|------------------|
| | Weekly Periodic | Monthly Periodic |
| Going to be completely renovated | 365 days | 365 days |
| Going to be turned into a condominium | 365 days | 365 days |
| Going to be lived in by the landlord, or a relative of the landlord | 1 tenancy week | 3 tenancy months |
| Sold and the purchaser, or a relative of the purchaser, is going to move in | 1 tenancy week | 3 tenancy months |
| Sold and the purchaser requests that the tenancy be ended, if the property is a detached or semi-detached dwelling or a condo unit | 1 tenancy week | 3 tenancy months |
| Going to be demolished | 1 tenancy week | 3 tenancy months |
| Going to be used for a non-residential purpose | 1 tenancy week | 3 tenancy months |
| Operated by an educational institution and the tenant will not be a student anymore on the termination date | 1 tenancy week | 3 tenancy months |

Inspections

When you move out, inspections are just as important as when you move in. Just as your move-in inspection must take place within one week of the day you move in, your move out inspection must happen within one week of the day you move out.

For more information on inspections review "Inspections: What you Need to Know" in the Moving In section of this booklet.



Security Deposit

- Your landlord can deduct money from your security deposit for things that you are responsible for at the end of the tenancy. For example, any rent owing, unpaid utilities, or the cost of cleaning or repairs for damage caused by you (or someone else) that is beyond normal wear and tear.
- If you do not agree with deductions that the landlord makes, then you can take legal action against your landlord.
- The lease can specify any other condition for return of the security deposit. For example, some leases will allow a landlord to keep money if the keys are not all returned to the landlord.
- Your landlord must pay you interest on your security deposit, based on a regulated interest rate (this rate has been 0% since 2009).
- Your landlord cannot make any deductions from the security deposit for damage if both inspection reports were not done.
- Your landlord can make an application in court, or through the Residential Tenancy Dispute Resolution Service, for money to cover the cost of repairs if the security deposit does not fully cover the costs or if the inspection reports were not completed.

Reasons Your Landlord Can Make Deductions

Some examples of damages for which deductions can be made (when inspection reports are properly completed) include:

- steam cleaning of rugs with obvious dirt, soil, oil or urine stains or holes;
- holes in walls or badly repaired holes in walls;
- food, dirt or nicotine on walls, cupboards and appliances;
- broken windows or mirrors;
- holes in window screens;
- garbage or litter left in property; and
- pet stains or damage.

Deductions are not allowed unless the damage is beyond normal wear and tear. For example, a landlord is not allowed to deduct money from the security deposit for professional carpet shampooing if there were no obvious stains or dirt.

Your landlord can keep your security deposit if the rental property is not properly cleaned when you move out. You can ask your landlord for a cleaning list. You can also find a sample cleaning list on Service Alberta's website at www.servicealberta.ca. It is available in multiple different languages.

Return of Your Security Deposit

Your landlord has 10 days from the date you give up possession of the premises, to deliver to you:

- the balance of the security deposit in full, if no deductions are made; or
- if deductions are made, the balance of the deposit to you with a statement of account that lists the deductions that were made; or
- if the landlord is unsure how much of the security deposit will need to be used, then the landlord can send an estimated statement of account. The landlord then has 30 days from the date you give up possession to send you a final statement of account, and the balance of the security deposit.

"Deliver" does not mean that you must receive the security deposit within 10 days, but that the landlord must put it in the mail to you within 10 days.

If you do not receive something from your landlord after waiting past the ten days, then you may want to write your landlord a letter, requesting return of the security deposit.

December 14, 2015

John Landlord
123, 4567 - 89 Street
Edmonton, Alberta
T1A 2B3

To John Landlord:

I am writing in regards to the security deposit that I paid under the lease of #11, 345 Renter Road. I paid a \$1,000.00 security deposit when I moved in on December 1, 2012. I lived in the property until November 30, 2015, and I had paid the rent in full. I completed the move-out inspection report with you on November 30, 2015 and there was no damage marked down on the report, and the apartment was clean.

I have not received my \$1,000.00 security deposit from you or a statement of account, documenting the deductions from the security deposit, as required by the Residential Tenancies Act.

If I do not hear from you on or before December 28, 2015, I will file an application for return of my security deposit with the Residential Tenancy Dispute Resolution Service.

I look forward to receiving my security deposit, which you can send to my new address at 9876 Owner Way, Edmonton, Alberta, T1A 2B3.

Thank you.

Jane Tenant

Jane Tenant
9876 Owners Way
Edmonton, Alberta T1A 2B3

Dealing with Disputes with Your Landlord

If you are having a problem with your rental unit, the first thing you should do is talk to your landlord. You may be able to come up with a solution between the two of you. If you do reach a resolution, make sure it is in writing and signed by you and the landlord. If you cannot reach a resolution, there may be other options available to help you solve the problem.

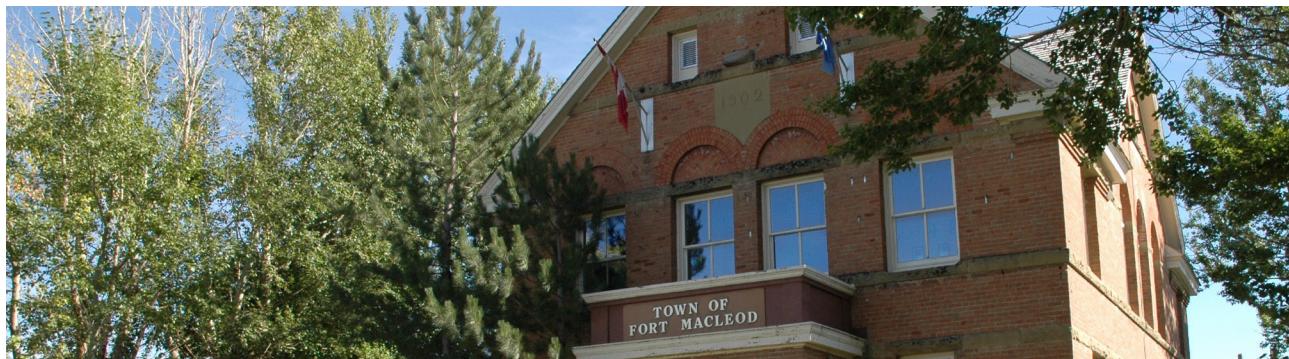
Resolving Disputes through Provincial Court or the Residential Tenancy Dispute Resolution Service (RTDRS)

If your landlord is not fulfilling their obligations under the *Residential Tenancies Act*, then you may be able to ask the court or RTDRS for one of the following:

- damages, which means that you ask for the landlord to pay you for any financial losses that you have experienced because of the landlord's failure to fulfill their obligations under the RTA;
- an abatement of rent, which means you ask that your rent be reduced because the landlord has deprived you of a benefit (i.e. peaceful enjoyment of the premises) that you should have had under the lease;
- compensation by the landlord for the cost of doing things that the landlord ought to have done; and,
- termination of the lease, if the landlord's actions are serious enough to warrant an end to the lease.

Tenant's 14-Day Notice to Terminate the Tenancy

The only time that you can give the landlord a 14 day notice to end your lease is when the landlord has ignored an order issued by a health inspector. For more information, visit <http://www.landlordandtenant.org/notices/14-day-notice-to-landlord>.



Ways that Landlords Can Resolve Disputes with Tenants

As a tenant, if you are not fulfilling your obligations under the Residential Tenancies Act, then your landlord may be able to do one of the following:

- give you a 14-day (or 24-hour) notice to end the lease;
- apply to court or RTDRS to end the lease;
- apply to court or RTDRS for possession of the property (this gives the landlord the authority to hire a Civil Enforcement Agency to remove you from the property if you do not leave after the tenancy ends); and/or,
- apply for damages, which means the landlord would ask for you to pay for any financial losses that the landlord experienced because of your failure to meet your obligations under the RTA.

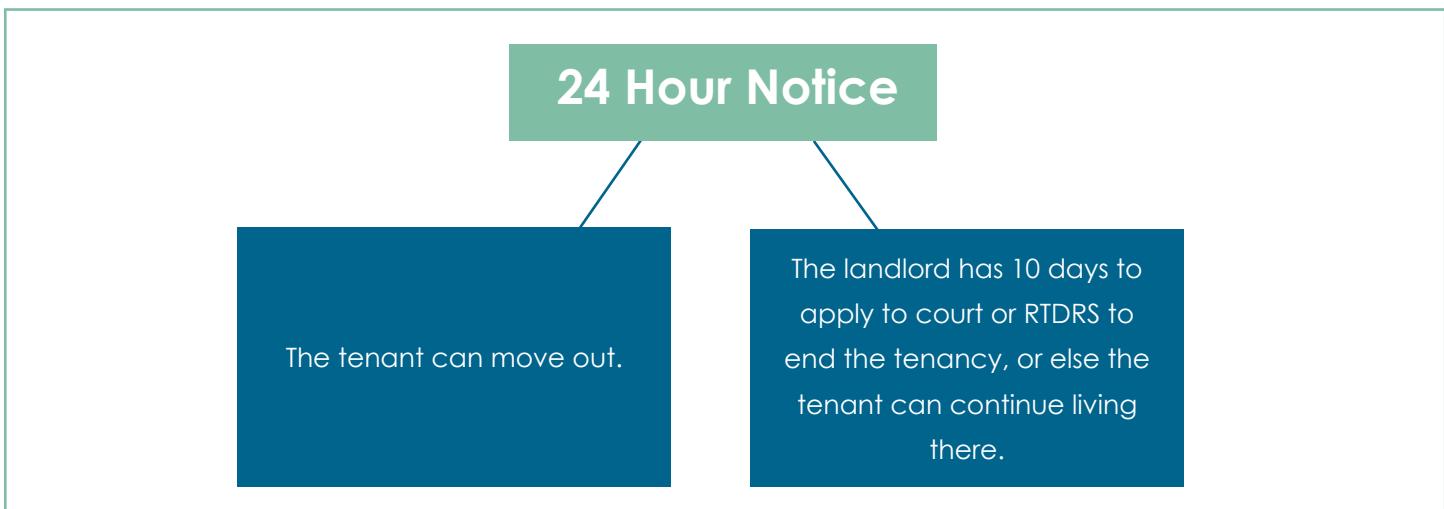
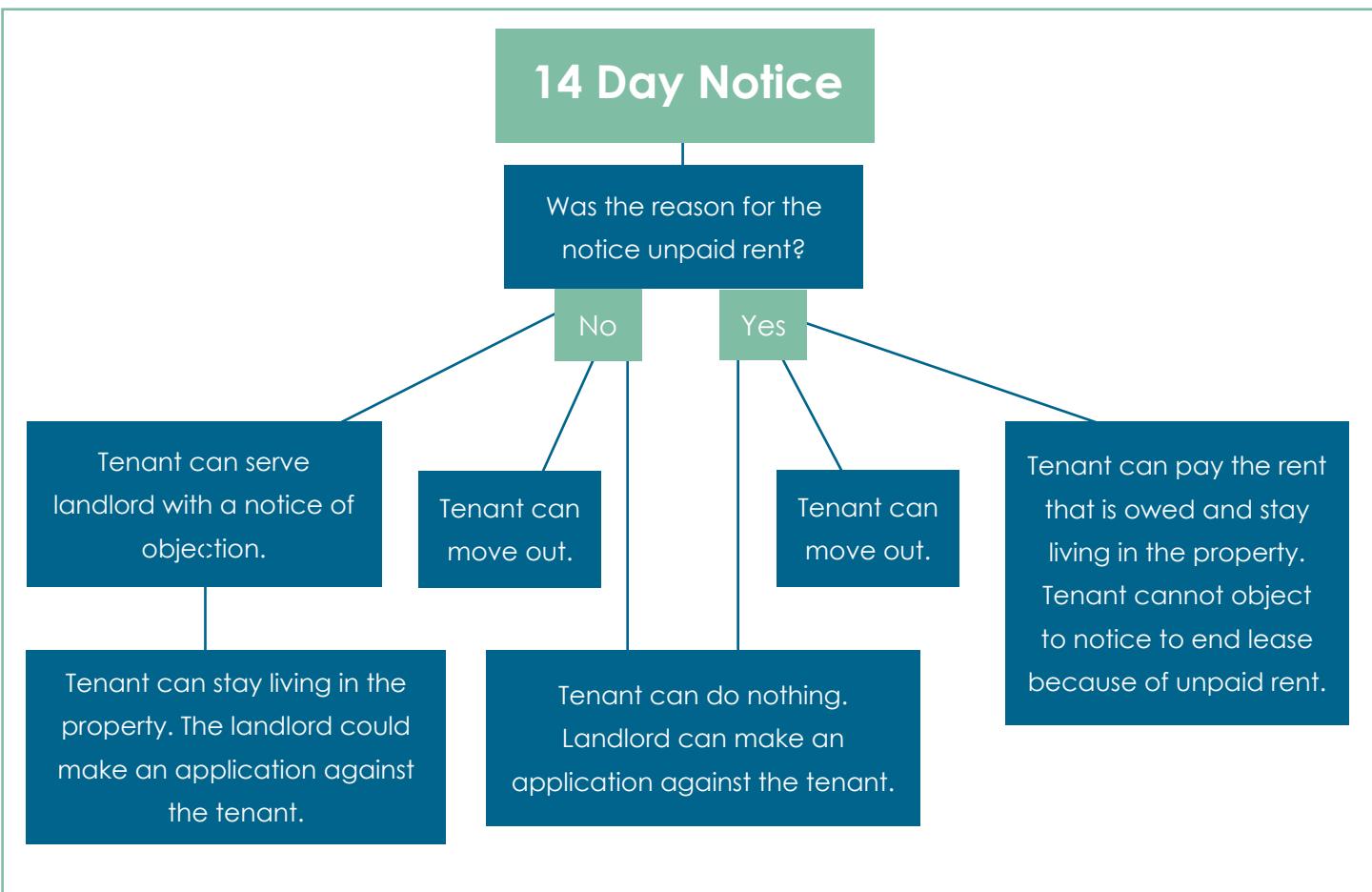
Landlord's Notice to Terminate the Tenancy

The landlord can serve you with a 14-day notice to end the lease if you are not fulfilling your obligations under the RTA. If you disagree with the notice, you can object in writing to the notice. Once you give the landlord the notice of objection, you can remain living in the property. It will be up to the landlord to file an application to end the lease in court or with RTDRS.

A landlord can serve a 24-hour notice to end the lease if you assault or threaten to assault the landlord or another tenant, or if you have done or permitted significant damage to the property. You cannot object to this notice. If you do not leave the property, then the landlord has 10 days to apply to court or RTDRS to end the tenancy. If the landlord does not apply within 10 days, the notice is void and you can remain living at the property.



These charts show what the eviction process may look like if you do not fulfill your obligations under the Residential Tenancies Act



Courts and the Residential Tenancy Dispute Resolution Service

Residential Tenancy Dispute Resolution Service (RTDRS)

The RTDRS is an alternative to court for landlords and tenants to use if they have a dispute under the RTA. It has been designed to be cheaper and more informal than Provincial Court.

To ask RTDRS to resolve a dispute, certain documents must be filled out, filed with RTDRS, and served on the other party. A hearing date will be set when you file the documents with RTDRS. The other party can respond to your application by filing and serving their own documents, and attending the hearing date. On the hearing date, a Tenancy Dispute Officer (TDO) will listen to both sides of the story, make a decision, and issue an order regarding the dispute. Sometimes, a TDO will be unable to make a decision on the hearing date or will have to refer the dispute to court.

Provincial Court

You can also make an application for a Provincial Court judge to resolve your dispute, as long as you are seeking a remedy of \$50,000 or less. It costs more to file an application in Provincial Court but the process is similar to RTDRS. You must complete certain forms, and file and serve those forms on the other side. A court date will be set when you file the application in court. The other side will have a chance to respond by filing and serving their own documents, and attending the court date. On the court date, you and the other side will go in front of a judge, and the judge will issue an order after hearing from both sides.

Court of Queen's Bench

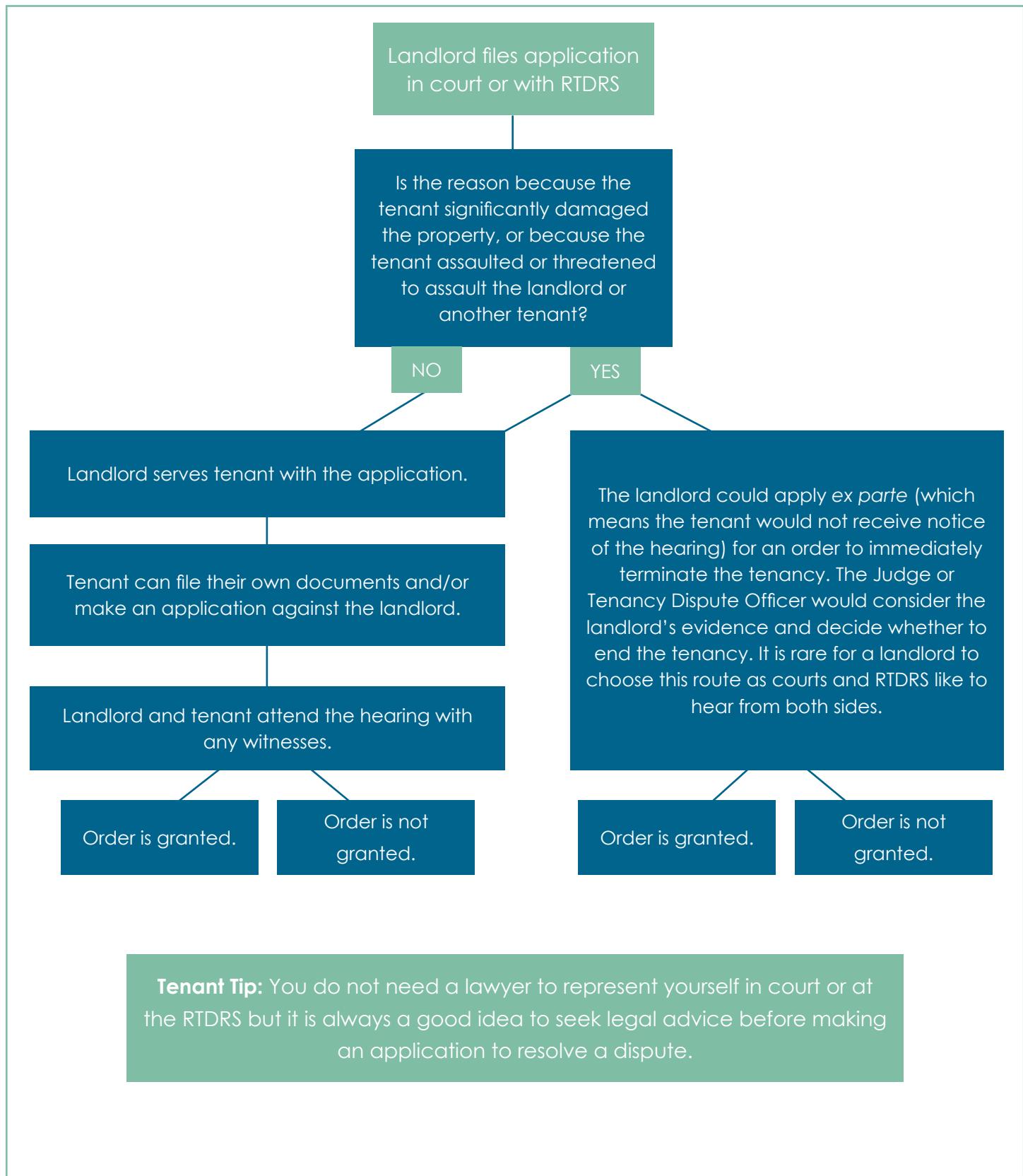
Court of Queen's Bench is the superior court in Alberta. It is generally used to appeal decisions made by RTDRS or Provincial Court. It is recommended you seek legal advice if you want to appeal a decision to Court of Queen's Bench. It can be very expensive to apply to Court of Queen's Bench so it's a good idea to make sure you have a strong chance of success before applying.

Did You Know...?

Some of the rules under the *Residential Tenancies Act* are considered so important that if they are not followed, then an offence has been committed. Service Alberta is the government ministry that enforces the RTA. If you think that your landlord has committed an offence, you can make a complaint to Service Alberta. If an offence has been committed, then your landlord may be warned or fined. To view a full list of offences under the RTA or to make a complaint, visit www.servicealberta.ca.

Note: You will not receive any money if your landlord is fined, but you may help prevent your landlord from doing the same thing to someone else.

If your landlord makes an application against you in court or with the RTDRS, this is what the process may look like



The Rentcylopedia

Assignment

An assignment occurs when a lease already exists, and you agree to step into the place of the tenant. The lease becomes your responsibility with no change in terms and conditions. However, unless the original tenant obtains a release from the landlord, they remain responsible for the rent.

Basement Suites

Self-contained basement suites are subject to the RTA, which means that the rules in this booklet apply to you as a tenant, even if your landlord is living on the main floor above you.

Basement suites are covered in the Minimum Housing and Health Standards, so it is a good idea to familiarize yourself with the safety standards before you choose to rent a basement suite. For example, the law says that windows must be a certain size and easy to open.

Bylaws

Bylaws are the rules and regulations that are adopted and enforced by a city, town, or county. You should make sure that you know which bylaws apply to you. Also, most condominium boards have their own set of bylaws. If you break a condominium bylaw, your lease may be terminated by the landlord or the condominium board.

Condominiums

If you are renting a condo, you are still covered by the RTA, but you are also bound by the Condominium Property Act and the condominium's bylaws. You should be familiar with these extra rules because condominium boards have the power to evict tenants if they are not following the rules, even if the landlord wants to keep you as a tenant.

Court of Queen's Bench

The superior court in Alberta. If you are unhappy with a decision made by the RTDRS or Provincial Court, it can be appealed to Court of Queen's

Bench. However, it is expensive and recommended that you seek legal advice before proceeding.

Deposit (Security or Damage)

Money given to the landlord at the start of the rental agreement and returned to the tenant at the end of the tenancy provided all the conditions of the rental agreement have been met. Also called a damage deposit or a security deposit.

Discrimination

The Alberta Human Rights Act states that a landlord cannot refuse to rent property to someone on the basis of the person's race, colour, religion, gender, gender expression, gender identity, physical or mental disability, ancestry, place of origin, source of income, family or marital status, or sexual orientation. For more information, contact the Alberta Human Rights Commission.

Drugs (illegal)

One of your obligations under the RTA is to not do anything illegal on the premises or in the common areas of the property. If you break this obligation, your landlord could give you a 14-day eviction notice.

Eviction

When a landlord decides to end a lease because the tenant has not followed his or her obligations under the RTA (i.e. unpaid rent, unreasonable noise, or disturbance of other tenants). Under the RTA, an eviction is called "termination of tenancy."

Guests

Usually you can have guests visit you, unless you agreed in your lease that you would not have guests. If a guest is staying with you for an extended period of time or living with you, your landlord require that person to leave by giving a "notice to vacate." If your guests break any of the rules under the RTA, then you may be responsible for their actions, and your landlord could potentially evict you.

Inspections

An inspection is a review of the state of repair of your rental premises. Ideally, both you and your landlord should be present at the time of the inspections and they should be done in daylight when there is no furniture. If you cannot attend, you should send a family member or friend.

Late Rent Fee

A landlord can only charge you a late rent fee or NSF fee if the fee is included in your lease. The fee must be reasonable and cover costs incurred by the landlord because of the late payment. Landlords are not allowed to impose penalties for things like late rent.

Lease

A legally binding agreement to rent a premises, either written or oral, between a landlord and tenant. Also called a residential tenancy agreement.

Locks

Before you can change or add a lock to your rental unit, you must get your landlord's permission. You must immediately provide your landlord with a key.

If you want to install a security device that can only be used if you are inside the property (for example, a door chain lock), you do not need your landlord's permission. However, anything you install must not cause damage to the property, or it must stay when you move out.

Landlords do not have to change locks after a tenant moves out, but they do have a duty to make sure the property is secure.

Mobile Home

A residential structure that is built to move from one place to another. A mobile home may or may not have wheels. Holiday trailers and recreational vehicles are not mobile homes when they are being used for recreational purposes.

Noise

Under the RTA, tenants have the right to possession and peaceful enjoyment of the unit they are renting. You have a legal obligation not to interfere with the rights of other tenants. If your noise or

behaviour is negatively affecting another tenant's right to peaceful enjoyment and you do not change your behaviour, your landlord could evict you. You are also responsible for the behaviour of your guests and ensuring they do not interfere with the rights of other tenants.

Normal Wear and Tear

The gradual worsening of the condition of the rental property over time that happens even when the property is looked after.

For example, even if walls are regularly washed and cared for, eventually they will have to be repainted. This is normal wear and tear. If the walls are not looked after or the walls have holes in them, this is considered damage, not normal wear and tear.

Another example is that carpets wear out over time and have to be replaced, even though they have been properly and regularly cleaned. This is normal wear and tear. However, cigarette burns, oil stains, or pet stains that require expensive cleaning or replacement of the carpet is not normal wear and tear.

Notice of Entry

A landlord can enter your place without giving you notice if there is an emergency (for example, your place is on fire and you are not home), or if you consent. Otherwise, your landlord must give you written notice 24 hours in advance of entry to:

- inspect the property;
- make repairs to the premises;
- control pests as required;
- show the premises to potential buyers or mortgagees; and
- show the 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.

Number of Occupants

Public health laws require an owner of a property to ensure that all occupants have an area to sleep. Public health laws could be broken if too many people live in the rental premises. In addition, local municipal bylaws might impact the number of people that can live in a house or apartment.

Painting

Safety and health standards say that walls must be easy to clean and floors must be clean and sanitary. If this is not the case, you can contact Alberta Health Services at 811.

If you want to paint a room, you should get your landlord's permission before doing so. You should also make sure that you agree about the colour and whether there will be money deducted from your security deposit if you repaint.

Parking

Your lease should state whether parking is included with your rent or if you have to pay an additional fee.

Parties

Every tenant has the right to peaceful enjoyment of their property. If you live in a building where other people are renting, you should obtain permission from them before you have a party. You should be aware of any municipal noise bylaws or condo bylaws if you are renting a condominium.

Keep in mind that one of your legal obligations as a tenant is to not perform illegal acts or do illegal business on the premises or the common areas. If you are having the party, you may be responsible for any use of illegal substances or underage drinking that may occur on the property.

Pets

Landlords can decide whether pets are allowed in rental properties. The lease should clearly state if pets are allowed, including how many, what type, and if any fees will be charged for having a pet.

If your lease does not allow pets, you risk eviction if you decide to get a pet.

Provincial Court

Landlords and tenants can apply to Provincial Court to resolve disputes under the RTA if they are seeking \$50,000 or less. However, Provincial Court is more expensive and often slower than RTDRS.

Renew

When a tenant enters into a new lease term for a rental property after the existing lease term has ended.

Rent Increases

In Alberta, the RTA controls how often rent can be increased, but does not control the amount of rent that can be charged by landlords. For periodic tenancies, rent can only be increased once every 365 days.

Landlords must give a written notice to increase rent. It must state the date the new rent will start and be dated and signed by the landlord. If the notice does not include these details, it is void. The notice can be delivered to you by hand or sent by registered or certified mail.

To increase rent, landlords must provide the written notice at least three tenancy months before the date of the rent increase (for month-to-month tenancies).

Repairs

The RTA imposes some responsibility on both landlords and tenants to keep rental properties in good repair, but does not say anything about who is responsible for fixing specific items. It is a good idea to establish clear responsibility for repairs in the lease so that there is no confusion.

If you have a repair that falls under the Minimum Housing and Health Standards, it is the landlord's responsibility to make the repair. A health inspector may be able to issue an order if the landlord does not make the repair.

You cannot withhold rent to pressure your landlord to do repairs. You have an obligation to pay rent, and if you stop paying rent in full, your landlord could evict you.

Residential Tenancy Dispute Resolution Service (RTDRS)

An alternative to court for landlords and tenants to use if they have a dispute about an issue under the RTA. The decision of the Tenancy Dispute Officer is binding and has the authority of a court order.

Roommate

Someone who lives in a rental property with other tenant(s), sharing rent, the cost of utilities and other expenses according to mutually agreed upon terms.

Secondary Suite

A secondary suite is a separate rental unit located on a property that would normally accommodate only one residential unit. A secondary suite can be a basement suite, a suite attached to a garage, or a garden suite, which is a separate premises in the yard.

Security Deposit

A security deposit is money given to the landlord at the start of a tenancy on the understanding that it will be returned if certain conditions are met.

Shared Accommodation

Refers to situations where a landlord and tenant live together, or two or more tenants live together. Disputes in these cases are not covered by the RTA. It is important to sign an agreement with your landlord or roommate(s) if you're planning to live in shared accommodation. Sample agreements can be downloaded from www.landlordandtenant.org resources.

Smoking

If your lease states that your property is non-smoking, you cannot smoke in the property. You risk eviction if you smoke in a non-smoking unit.

Student Dorm

A rental premises where the landlord is an educational institution and the tenant does not have exclusive possession of the premises.

Subletting

When a tenant rents a room or the entire unit to someone else, but is still directly responsible for the rent. If you are planning to sublet or if you want to sublet to someone (even for a few months), the RTA requires a tenant to get the permission of a landlord.

If you make a request to sublet, a landlord can only refuse to sublet on reasonable grounds (i.e. new tenant has bad credit). A landlord cannot charge you for giving consent. If a landlord does not answer your request to sublet within 14 days, it is assumed under the law that the landlord consents to the sublet.

Tenant Insurance

Insurance purchased by the tenant to protect personal property contained in a rental unit from loss due to fire, theft, water damage, and other circumstances. Specific terms of coverage are determined by the policy purchased from the insurer.

Utilities

Services such as heat, water, electricity, cable and phone may or may not be included in rent. If the cost of utilities is included in the rent, based on the lease, the landlord cannot change who pays for the utilities without the tenant's consent.

If you are required to pay the utilities, the Utilities Consumer Advocate (UCA) can provide you with information about purchasing electricity and natural gas, so that you can make informed choice based on your personal circumstances. The UCA can also investigate and mediate concerns with utility companies.



Contacts

Service Alberta

Service Alberta is the government department that oversees and enforces the RTA. They operate an information line and handle all complaints that arise from the RTA.

<http://www.servicealberta.ca>

In Edmonton: 780-427-4088

Outside of Edmonton: 1-877-427-4088

E-mail: rta@gov.ab.ca

Residential Tenancy Dispute Resolution Service (RTDRS)

An alternative to court for landlords and tenants to resolve disputes.

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

In Edmonton: 780-644-3000

Outside of Edmonton: 310-0000 then 780-644-3000

Alberta Human Rights Commission

Confidential inquiry line available to answer questions and file complaints about discrimination and renting.

<http://www.albertahumanrights.ab.ca>

Northern Office: 780-427-7661

Southern Office: 403-297-6571

Alberta Health Services

To inquire about Minimum Housing and Health Standards including how to schedule a visit from a health inspector.

<http://www.albertahealthservices.ca/eph/eph.aspx>

Phone: 811

Utilities Consumer Advocate

To help you make informed decisions about purchasing utility services in Alberta.

<http://ucahelps.alberta.ca>

Phone: 310-4UCA(4822)

Lawyer Referral Service

Provides contact information for lawyers who practice landlord and tenant law in your geographical area.

Phone: 1-800-661-1095

Community Legal Clinics

Clinics can provide financially eligible tenants with summary legal information and advice.

Calgary Legal Guidance

<http://clg.ab.ca>

Phone: 403-234-9266

Student Legal Assistance (Calgary)

<http://slacalgary.ca>

Phone: 403-220-6637

Edmonton Community Legal Centre

<http://www.eclc.ca>

Phone: 780-702-1725

Student Legal Services (Edmonton)

<http://www.slsedmonton.com>

Phone: 780-492-8244

Central Alberta Community Legal Clinic (Red Deer and surrounding areas)

<http://www.communitylegalclinic.net>

Phone: 1-877-314-9129

Lethbridge Legal Guidance

<http://www.lethbridgelegalguidance.ca>

Phone: 403-380-6338

Grande Prairie Legal Guidance

<http://www.gplg.ca>

Phone: 780-882-0036

Children's Legal & Educational Resource Centre

<http://youthlaw.ca>

Phone: 403-207-9029

Landlord Organizations

Forms for purchase and educational resources available.

Alberta Residential Landlord Association

<http://www.albertalandlord.org>

Phone: 780-413-9773

Calgary Residential Rental Association

<http://www.cra.ca>

Phone: 403-265-6055



Renting 101: A Guide to Renting in Alberta

4th Edition, March 2016



LAWS FOR
LANDLORDS
AND TENANTS
IN ALBERTA

www.landlordandtenant.org

For more information and to read other Landlord and Tenant publications, visit Laws for Landlords and Tenants in Alberta at www.landlordandtenant.org.

Centre for
Public
cplea
Legal Education
Alberta

Centre for Public Legal Education Alberta
#800, 10050 – 112 Street
Edmonton, AB T5K 2J1
Phone: 780.451.8764
Fax: 780.451.2341