

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 at least a **14-day notice** to end the tenancy. The day the notice is given and the day of moving out cannot be included in the 14 days, bringing the total required notice to 16 days.

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.

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 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.

The RTA states that a tenant must be given a 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.

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.

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.

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 dependent 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

For more information on how to terminate a tenancy, visit <https://www.alberta.ca/consumer-business-tips.aspx#toc-9> 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.

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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
Yearly	Notice must be given on or before 60 days before the last day of a tenancy year to be effective on the last day of the tenancy year	Notice must be given on or before 90 days before the last day of a tenancy year to be effective on the last day of the tenancy year

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.

For yearly periodic tenancies, notice by a tenant must be given on or before 60 days before the last day of a tenancy year to be effective on the last day of the tenancy year. Notice by a landlord must be given on or before 90 days before the last day of a tenancy year to be effective on the last day of the tenancy year.

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.
- A late notice by a tenant to end a yearly tenancy means the tenancy will end 60 days from the date on which the notice is served.
- A late notice by a landlord to end a yearly tenancy means the tenancy will end 90 days from the date on which the notice is served.

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 30 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.

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.

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

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.

If the tenant disagrees with deductions made from the security deposit, they may apply to the RTDRS or court for its return.

A landlord can return a security deposit to a tenant in person, by mail, or by another method if the tenant agrees in writing (such as e-transfer). When agreeing to an alternative delivery method, the written agreement does not need to be a formal document and could include email or text message. If there is a written

agreement, and the landlord returns the deposit by e-transfer, they must also deliver a statement of account either electronically, in-person or by mail, if any deductions have been made.

Landlords can also provide the refund either in person or by mail, along with any required statement of account. Security deposits returned by mail should be sent to the tenant's forwarding address. If there is no forwarding address, the landlord must attempt to locate the tenant. The landlord should mail the refund and/or statement of account to the last known address of the tenant, which may be the rented premises. If the mail is returned as undeliverable, the landlord must keep the item for their records. The envelope should be unopened as it shows that the contents are intact.

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 King'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 King's Bench for an order requiring the tenant to move out. The tenancy will end when the court orders the tenant to leave.

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

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

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

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

Publications

<https://www.alberta.ca/consumer-business-tips.aspx>

King's Printer Bookstore

You may purchase the RTA and the regulations from the King'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

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These are also free for you to download in the "pdf" or "html" formats at <https://www.alberta.ca/alberta-kings-printer.aspx>

Residential Tenancy Dispute Resolution Service (RTDRS)

Edmonton: 780-644-3000

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

<https://www.alberta.ca/residential-tenancy-dispute-resolution-service.aspx>

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

https://www.edmonton.ca/programs_services/housing/landlord-and-tenant-advisory-board.aspx

Calgary Residential Rental Association

780-496-5959

<https://crra.ca>

Alberta Residential Landlord Association

780-413-9773

<http://www.albertal landlord.org/>

Other referrals

Laws for Tenants in Alberta - Centre for Public Legal Information (CPLEA)

780-451-8764

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

Reference Guide to Landlord and Tenant Law in Alberta

<https://www.slsedmonton.com/civil-law-topics/>

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

Calgary Legal Guidance

403-234 9266

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

Red Deer

Central Alberta Community Legal Clinic (CACLC)

403-314-9129

www.communitylegalclinic.net

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

Out of date

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

“I, (name of tenant or tenant's agent), agree that this report fairly represents the condition of the premises” or

“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

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 <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 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 all copies of your tenancy documents, including the tenancy agreement, inspection report, and receipts.