

Consumer Tips

Renting a mobile home site

Mobile Home Sites Tenancies Act

Service Alberta, Government of Alberta

March 2022

Renting a Mobile Home Site

For more information regarding this content phone Service Alberta Consumer Contact Centre at 1-877-427-4088

This publication provides general information about the MHSTA and the supporting regulations. Current versions of the legislation and regulations are on the Alberta Queen's Printer website at www.qp.alberta.ca/Laws_Online.cfm

Table of Contents

| | |
|--|----|
| Renting a mobile home site | 5 |
| Definitions | 6 |
| Tenancy agreements | 6 |
| Information for prospective tenants | 7 |
| Information about cannabis | 8 |
| <i>Alberta Human Rights Act</i> and age restrictions | 8 |
| Moving in | 8 |
| Notice of landlord (contact information) | 8 |
| Security deposits | 9 |
| Inspection reports | 9 |
| If the mobile home site is not ready | 10 |
| Responsibilities of landlords and tenants, before and during the tenancy | 10 |
| Living there | 11 |
| Rent increases | 11 |
| Increases to fees | 12 |
| Other fees | 12 |
| Changes to tenancy rules | 12 |
| Tenant's right to sublet or assign a mobile home community site | 13 |
| Landlord entry to a mobile home site with consent | 13 |
| Entry without consent and without notice | 13 |
| Entry without consent but with proper notice | 13 |
| Proper notice | 13 |
| Problem tenants – 48-hour notice | 14 |
| Substantial Breach by tenants – 14-day notice | 14 |
| If a tenant objects to a 14-day notice | 15 |

| | |
|--|----|
| If a tenant does not pay the rent | 15 |
| Moving out | 16 |
| Ending a tenancy..... | 16 |
| Proper notice to end a tenancy..... | 17 |
| Providing written notice | 17 |
| Returning the security deposit..... | 19 |
| Moving a mobile home | 20 |
| Dealing with an abandoned mobile home | 20 |
| Maintaining a mobile home..... | 21 |
| Resolving Disputes..... | 21 |
| Residential Tenancy Dispute Resolution Service (RTDRS) | 21 |
| Resources:..... | 22 |
| Checklist for Landlords and Tenants | 24 |
| Landlord responsibilities when a tenant is moving in:..... | 24 |
| Landlord responsibilities during tenancy:..... | 25 |
| Tenants considerations for choosing a mobile home community: | 26 |
| Tenant responsibilities during tenancy:..... | 26 |

Renting a mobile home site

In Alberta, the *Mobile Home Sites Tenancies Act* (MHSTA) sets out the responsibilities of landlords and tenants when renting a mobile home site. The MHSTA references the following regulations that also apply to mobile home site tenancies:

- Mobile Home Sites Tenancies Ministerial Regulation
- Security Deposit Interest Rate Regulation
- Residential Tenancy Dispute Resolution Service Regulation

Service Alberta is responsible for administering the MHSTA and the regulations. Information about the MHSTA, how to make a complaint and how to file an application with the Residential Tenancy Dispute Resolution Service to resolve disputes is available by calling the Consumer Contact Centre at 780-427-4088 in Edmonton or toll free at 1-877-427-4088. Further information about the complaint process is available by visiting www.alberta.ca/file-consumer-complaint.aspx.

If the landlord rents their mobile home to another person (tenant), the *Residential Tenancies Act* applies to the relationship and information can be obtained at www.alberta.ca/information-tenants-landlords.aspx.

This publication provides general information about the MHSTA and the supporting regulations. Current versions of the legislation and regulations are on the Alberta Queen's Printer website at http://www.qp.alberta.ca/Laws_Online.cfm.

The Residential Tenancy Dispute Resolution Service accepts applications for disputes related to rent, substantial breach of the lease or the covenants, possession of the mobile home site, security deposits, damages, compensation for the cost of repairs, or other tenancy-related disagreements under the MHSTA.

Definitions

Mobile home: A mobile home (also called a manufactured home) is usually a factory-built, single-family dwelling that can be moved from one place to another. The MHSTA does not apply to holiday trailers or recreational vehicles when they are being used for recreational purposes

Mobile home community: A mobile home community is a parcel of land that includes at least three mobile home sites. Different rules may apply to mobile home sites that are not in a mobile home community and are noted throughout this publication.

Mobile home site tenants may be responsible for paying municipal property taxes. These may be paid directly to the municipality, or in some cases, are included in the rent for the site. Individuals should check with the landlord if taxes are part of the site rental fees. Individuals can also check with their municipality to learn whether taxes are owed, how much they may be, and when they are to be paid in cases where they are not otherwise included in monthly rent charged by the landlord.

Tenant: A person who rents a mobile home site from a landlord.

Landlord: A landlord is defined as:

- the owner of the mobile home site
- the property manager, or
- the person who sublets or assigns the mobile home site to another renter

The landlord may be an individual, a group of people or a business.

Tenancy agreements

Before renting a mobile home site, the landlord and tenant need to agree to the terms of their business relationship in a contract called a tenancy agreement.

The tenancy agreement, often referred to as a lease, may be written or verbal, however, written is recommended, as it provides a record of the agreement in the event of a dispute. In Alberta, a tenancy agreement can be either fixed-term or periodic.

A fixed-term tenancy begins and ends on specific dates. For example: a landlord and tenant may agree that the tenancy will be for a fixed-term of one year, from May 1, 2022 to April 30, 2023. On April 30, 2023 at 12 noon the tenancy will automatically end. No notice is required to end the tenancy by either the landlord or tenant, and the tenant is expected to have vacated the site. The option exists for a fixed-term agreement to change to a monthly tenancy when the agreement ends, if both parties agree.

A periodic tenancy has a start date but no end date. Either the landlord or tenant may end a periodic tenancy by giving notice. Most periodic tenancies are month-to-month, but they can also be year-to-year. In this case, the tenancy agreement will automatically renew for a one-year timeframe, unless the landlord or tenant provides notice to terminate.

Before entering into a tenancy agreement, the landlord must disclose, in writing:

- all the fees, charges and assessments that are payable in addition to the rent; and
- the existing community and site rules.

From time to time, landlords may change the amounts tenants have to pay in fees, what they have to pay for and rules they are required to follow.

Both the landlord and tenant should sign the tenancy agreement. If the agreement is in writing, the landlord must give a copy to the tenant within 21 calendar days from the time the tenant signed and returned it to the landlord. The tenant can withhold rent until they have received their copy.

Information for prospective tenants

Mobile home community rules may vary greatly. Prospective tenants should make sure to check the rules carefully before deciding on a site to rent.

When signing or negotiating a lease, or providing a security deposit or rental payment, tenants should make sure they are dealing with the property's landlord. A person who manages property on behalf of the landlord requires a license from the Real Estate Council of Alberta (RECA).

A license through RECA is not required if the landlord manages the property themselves.

You can find out if someone is licensed by visiting www.reca.ca and using the "Find a Licensee" link, or by contacting RECA at 1-888-425-2754.

A tenancy agreement cannot take away any tenant's rights provided by the MHSTA.

Before you sign an agreement, check for the following:

- the legal name of the landlord
- the type of tenancy (fixed-term or periodic)
- the amount of rent and when and how it is to be paid (e.g. the 1st of the month)
- fees, charges and assessments that are payable. For example:
- fees for moving a home onto, or off of, a site

- who pays for the utilities (e.g. water/waste, electricity, natural gas)
- pet fees
- rules the landlord requires you to follow (e.g. no pets)

Read everything in the tenancy agreement before you sign.

Information about cannabis

Recreational use of cannabis (marijuana) is legal in Canada, but landlords are allowed to have restrictions regarding its use on the site or in the community. Restrictions should be clearly set out in the tenancy agreement or community rules. Make sure to check all applicable laws and rules if you use or grow cannabis.

Non-smoking consumption may be permitted, but renters should check applicable rules. A landlord may also prohibit the growing of cannabis in the rental agreement.

Alberta Human Rights Act and age restrictions

The *Alberta Human Rights Act* includes age as a protected ground under the area of accommodation.

Existing age-restricted condominiums, co-operatives and mobile home sites located in mobile home communities are allowed a 15-year transition period, which started on January 1, 2018 and ends on December 31, 2032. By January 1, 2033, these types of housing must convert to all-ages housing or to seniors-only housing. Seniors-only is set at 55 years or older, where at least one member of the household is 55 years or older. Further information is available at <https://albertahumanrights.ab.ca/services/Pages/age.aspx>

Moving in

Notice of landlord (contact information)

- Tenants who live in mobile home communities need to know who their landlord is. Landlords must provide their contact information in a written “notice of landlord” within seven days of the date the tenant moves in. The notice must state the landlord’s name, street address and postal address in Canada.
- the notice may be posted in a visible place in the common area.
- the landlord must keep the notice up to date.

Security deposits

Landlords usually ask tenants for a refundable security deposit, sometimes called a damage deposit. The MHSTA limits the maximum amount for a security deposit.

Security deposits:

- cannot be more than one month's rent;
- cannot be increased during a tenancy, even if the rent goes up; and
- must be deposited in an interest-bearing trust account at a bank, treasury branch, credit union or trust company in Alberta within two banking days of being collected from the tenant.

When a tenant provides a security deposit, the landlord has to pay interest to the tenant based on the formula in the Security Deposit Interest Rate Regulation.

The interest payment must be made at the end of each tenancy year unless the landlord and tenant have agreed in writing that it will be compounded annually and paid to the tenant at the end of the tenancy. Each year, Service Alberta publishes the minimum interest rate a landlord must pay on security deposits. Landlords and tenants can use the Service Alberta online security deposit interest calculator to determine the amount of interest owed on any specific security deposit based on the regulated interest rate. To access a chart and calculator go to www.alberta.ca/security-deposits-and-changes.aspx.

Inspection reports

An inspection report describes a mobile home site's condition when the tenant takes or gives up possession of it. It is mandatory for landlords and tenants to complete both the move-in and move-out inspection reports.

- The site should be vacant when the inspections take place, unless the landlord and tenant agree otherwise.
- The landlord and tenant should inspect the mobile home site together and make note of the condition of the site; however, a landlord can conduct the inspection without the tenant if the tenant has refused or did not attend.
- Certain statements must be included in the inspection report; for more information, see section 3 of the Mobile Home Sites Tenancies Ministerial Regulation.
- Both parties must sign the completed inspection reports and the landlord must give the tenant a copy.

If the mobile home site is not ready

Landlords must make sure the mobile home site is ready and available for occupancy when the tenancy agreement takes effect. If the mobile home site is not ready on the first day of the tenancy agreement, the tenant may cancel the agreement. Alternatively, the tenant can apply to the Court of Queen's Bench to order the landlord to live up to their agreement, or sue the landlord for damages if the site is not ready on time.

Responsibilities of landlords and tenants, before and during the tenancy

The MHSTA sets out specific responsibilities for landlords and tenants. The tenancy agreement and site rules will also address requirements when renting the site and living in the community.

The responsibilities in the MHSTA must be followed even if they are not referred to in the tenancy agreement or rules. Landlords must:

- give the tenant a written copy of any rules, fees, charges and assessments that are over and above the rent amount before entering into a tenancy agreement;
- make sure the mobile home site is ready and available for occupancy when the tenancy agreement takes effect;
- give the tenant written 'notice of landlord' (contact information) within seven days of moving in, or post the notice in a visible place in the common area;
- give the tenant a copy of any written agreement within 21 days of signing from the time the tenant signed and returned it to the landlord. The tenant can withhold rent until they have received their copy;
- ensure that the tenant's enjoyment of the site is not significantly disturbed;
- take all reasonable steps throughout the tenancy to:
 - maintain the mobile home site sound and fit;
 - maintain the common areas habitable and in good repair;
 - maintain all electric, plumbing, sanitary, heating, fuel and other facilities supplied by the landlord sound and fit for the purposes for which they are intended;

Landlords cannot make any deduction for damage to the mobile home site when the tenant moves off the site if the inspection report requirements have not been met.

Landlords and tenants must inspect the site within one week before or after a tenant takes possession of the site and within one week before or after a tenant moves off the site.

- In many cases, the landlord's responsibility is to maintain services up to the connection point (for example, water pipes leading up to the home), and the mobile home site tenant is responsible for services within the home (for example, water running through taps and faucets);
- provide for the removal of garbage at reasonable intervals;
- maintain proper access to the mobile home site; and,
- not raise the rent during the term of a fixed-term tenancy.

Tenants must:

- pay the rent on time;
- be considerate of other tenants;
- not endanger other tenants;
- not perform illegal acts or conduct illegal business on the premises; and,
- keep the site reasonably clean.
- prevent damage to the site:
 - consider damage that may not be immediately visible – for example, making landscaping changes could affect water flow and impact other sites in the community;
 - ensure you speak with your landlord prior to making improvements or changes to the mobile home site; and,
 - ensure municipal requirements for permits are obtained as needed.
- leave the site when the tenancy agreement ends.

Living there

Rent increases

There are no restrictions under the MHSTA on the amount the landlord may raise the rent, but there are requirements for how often it may be increased and how much notice is required.

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

If the 365th day occurs during the term of a fixed-term tenancy, the landlord cannot increase the rent until the tenancy agreement ends. If the tenancy is being continued once the current agreement ends, a rent increase may be included in the terms of the new tenancy agreement with no notice required.

A landlord is required to give a periodic tenant at least 180 calendar days written notice of a rent increase.

Rent increases are not permitted for either periodic or fixed-term tenants if a tenant is served with a notice to terminate because:

- the land is to be used for another purpose than a mobile home community;
- the site is to be sold as a condominium unit; or,
- the site is to be sold or leased under the Cooperatives Act.

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

Increases to fees

A landlord must provide a tenant with notice to increase fees, charges or assessments agreed to at the beginning of the tenancy.

Tenants in mobile home communities must be given 180 full calendar days' notice of any increase in fees. Tenants who rent sites that are not in a mobile home community (sites on land with fewer than three sites such as a farm or acreage) must be given 90 full calendar days' notice.

Other fees

A landlord cannot charge a commission or fee, except for reasonable expenses that are incurred, for bringing in, removing or installing of a mobile home on the site within a mobile home community.

Changes to tenancy rules

Landlords have the right to change the rules that tenants must follow. However, any changes must be fair and not greatly change the tenancy agreement. Tenants must be given reasonable written notice of the changes. No notice is needed when the new rules improve the safety of the tenants, or when they deal with use of common areas.

Tenant's right to sublet or assign a mobile home community site

In most cases, tenants in a mobile home community may assign or sublet their site to another tenant, or sell, lease or otherwise give up possession of their mobile home. A tenancy agreement may say that the landlord's consent is required; however, a landlord cannot unreasonably withhold consent. A tenant should put their request in writing to the landlord, and if the landlord does not respond within 15 days from the date they receive the request, the landlord is deemed to have given consent. There may also be community rules set out by the mobile home community that require approvals prior to a tenant subletting or assigning their site.

A landlord cannot charge a commission or fee, except for reasonable expenses that are incurred when a tenant sells or leases their mobile home or sublets the site. For additional information on subletting mobile home sites, see Section 27 of the MHSTA.

Landlord entry to a mobile home site with consent

A landlord may enter the mobile home site at any time with the tenant's consent. Consent can be verbal or written and if the landlord has the tenant's consent, no notice is required.

Entry without consent and without notice

The landlord may enter the mobile home site without consent and without giving proper notice to the tenant if:

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

Entry without consent but with proper notice

A landlord may enter the site without consent if the tenant is given proper notice:

- to inspect the state of repair of the site;
- to make repairs to the site; and/or,
- to show the site to prospective buyers or tenants.

Proper notice

A notice to enter must meet these specific requirements:

- The notice must be in writing, and must state the date and time of entry as well as the reason for entry.

- The notice must be signed by the landlord or by the landlord's agent.
- The tenant must be given the written notice at least 24 hours before the time of entry.
- Entry can only take place between 8 a.m. and 8 p.m. on a day that is not a holiday or the tenant's day of religious worship. The day of religious worship is assumed to be Sunday unless the tenant has given the landlord written notice stating otherwise.

Problem tenants – 48-hour notice

If a tenant physically assaults a landlord, another tenant, or does significant damage to the mobile home site or common areas, the landlord can:

- apply to the RTDRS or court to end the tenancy; or,
- give the tenant a 48-hour written notice to end the tenancy.

The 48-hour notice must state:

- the reason for the termination (also known as an eviction); and,
- the date and time the tenancy ends.

Either the landlord or the landlord's agent must sign the notice.

If a tenant has been given a 48-hour notice but does not move out, the landlord has five days after the tenancy ends to apply to the RTDRS or court for an order that confirms the tenancy will end. If the landlord does not apply to the RTDRS or court within the five days, the 48-hour notice is no longer valid, which means the tenancy has not ended. Landlords may not physically remove a tenant who refuses to accept an order for termination issued by RTDRS or court, nor physically remove the tenant's belongings or fail to comply with entry requirements. A landlord must have a civil enforcement agency, or in some cases the police, physically enforce the order for termination.

If there are damages, the landlord may take a civil action through RTDRS or court for any costs not covered by the security deposit, once the inspection reports have been completed.

Substantial Breach by tenants – 14-day notice

A substantial breach occurs when a tenant does not carry out any of their obligations under the MHSTA or commits a series of breaches of the tenancy agreement, and the cumulative effect is damaging.

If a tenant commits a substantial breach of the tenancy agreement, the landlord can:

- apply to the RTDRS or court to end the tenancy; or,
- give the tenant a 14-day notice to end the tenancy.

The notice must state the reason for the termination (eviction) and the date the tenancy ends. Either the landlord or the landlord's agent must sign the notice.

The MHSTA says that a tenant must be given notice at least 14 clear days before the tenancy is to end. 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 4th of the month, the earliest day the tenancy can end is the 19th of the same month.

If a tenant objects to a 14-day notice

A tenant who objects to the reason(s) stated for termination in a 14-day notice, with the exception of non-payment of rent, must advise their landlord by:

- providing the landlord with a written explanation of why they disagree with the reason(s) given; and,
- delivering their written objection to the landlord before the 14 days are over.

If a tenant objects to the reason(s) for termination (eviction), or if a tenant does not leave at the end of a 14-day notice period, the landlord can apply to the RTDRS or court for an order to terminate the tenancy and get possession of the mobile home site. Unless the RTDRS or court orders the tenant to give up possession of the site, the tenant may remain on the site. If an order for possession is issued, the tenant must move out by the date specified in the order.

If a tenant does not pay the rent

The landlord can:

- apply to the RTDRS or court to end the tenancy; or,
- give the tenant a 14-day written notice to end the tenancy.

If the tenant pays all the rent owing before the termination (eviction) date on the notice, the notice becomes ineffective. A tenant cannot object to a 14-day notice for non-payment of rent.

The landlord also has the option to hire a civil enforcement agency to carry out a Distress for Rent. Distress for Rent is a remedy landlords can use to recover unpaid rent without going to court. The civil enforcement 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 on the rented site. Once the tenant moves, the landlord cannot use this remedy.

Moving out

Ending a tenancy

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

At the end of a fixed-term tenancy, the tenancy automatically ends unless the landlord and tenant have both agreed otherwise. If the tenancy is ending, no reason or notice is required under the MHSTA.

In a periodic tenancy, both landlords and tenants must give a written notice if they are ending the tenancy. A tenant does not need to give a reason for ending their tenancy but a landlord must have a valid reason.

Reasons a landlord can end a periodic tenancy

A landlord can give notice to end a periodic tenancy only under specific conditions:

- The landlord or relative of the landlord is going to occupy the mobile home site after the tenant moves.
- The site has been sold and the purchaser or relative of the purchaser is going to occupy the mobile home site.
- The site needs to be vacant to complete necessary utility repairs.
- The site is to be eliminated or the boundaries altered because the community, a part of it, or a road is being reconfigured (road widening).
- There is a change to the land use.

Tenants in a mobile home community must receive at least 365 full days' notice of termination if the land is to be used for one of the following purposes:

- for a purpose other than a mobile home community;
- the site is to be sold as a condominium unit; or,
- the site is to be sold or leased under the Cooperatives Act.

Proper notice to end a tenancy

Providing written notice

Both landlords and tenants involved in periodic tenancy agreements must provide written notice to the other party to end the tenancy. A notice must meet specific requirements:

- the notice must be in writing and be signed by the person giving the notice, or their agent;
- the notice must include the address of the mobile home site and state the date the tenancy is to end; and,
- landlords must state the reason for ending the tenancy.

Amount of notice required

The required notice depends on a number of factors:

- whether the site is in a mobile home community;
- who is giving the notice – the landlord or the tenant;
- the length of the tenancy period; and,
- whether the mobile home site is provided by an employer.

When does termination notice have to be given in a monthly periodic tenancy?

| Notice type | Landlord notice if the tenant has rented a site in a community for more than six consecutive months | Landlord notice if the tenant has rented a site in a community for less than six consecutive months | Tenant notice if the tenant has rented a site in a community for more than two consecutive months | Tenant notice if the tenant has rented a site in a community for less than two consecutive months | Landlord notice if not in a mobile home community | Tenant notice if not in a mobile home community |
|-----------------|---|--|---|---|---|---|
| Notice required | Six full months | The landlord must provide a minimum six months' notice. The earliest effective date of termination is the last day of the 12 th tenancy month from the start of agreement | Two full months | The tenant must provide a minimum of two months' notice. The earliest effective date of termination is the last day of the fourth tenancy month from the start of agreement | Three full months | One month |

In the case of a month-to-month tenancy in a mobile home community, a landlord must give a tenant who has rented the site for more than six consecutive months, six full months' notice to end the tenancy. If a tenant has rented the site for less than six consecutive months, the landlord's notice to terminate the tenancy is effective on the last day of the 12th tenancy month from the start of the agreement.

A person who has been a tenant for more than two consecutive months must give their landlord two months' notice to end a month-to-month tenancy. A person who has been a tenant for less than two consecutive months and wishes to end the tenancy must give the landlord notice that is effective on the last day of the fourth tenancy month from the start of the agreement.

If the mobile home site is not in a mobile home community, the landlord must give the tenant three full months' notice. The tenant is required to give the landlord one month's notice. Notice must be given on or before the first day of the tenancy month to be effective on the last day of that month.

If the mobile home site is provided by an employer

Sometimes employers provide rental accommodation for their employees. When the employment ends, the landlord or tenant must give proper notice to the other about moving out. The appropriate notice period will be:

- a period of time equal to the amount of notice that is required by law to end the tenant's employment (See <http://www.alberta.ca/employment-standards.aspx>)
- a period of time equal to the amount of notice the landlord (employer) and tenant (employee) have agreed is required to end the tenant's employment; or,
- 30 days, whichever period is the longest.

Methods of delivering notice

A notice to end a tenancy must be delivered using one of the methods specified in the MHSTA:

- in person;
- registered mail; tenants should use the mailing address provided in the "notice of landlord" and landlords should use the mailing address of the rented site; or,

Landlords cannot make deductions for damages to the site if the inspection report requirements have not been met. They can however, take legal action to recover these costs.

- if a landlord cannot serve notice by the methods above because the tenant is rarely home, the landlord can give the notice to another adult living with the tenant or post the notice in plain sight on the mobile home site.

When does the tenant have to move out?

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

The noon timeframe does not apply if the landlord has given the tenant a 48-hour notice of termination (eviction).

What if a tenant leaves belongings behind?

Sometimes a tenant moves out or abandons the site but leaves belongings behind. A landlord has the right to immediately dispose of the goods if the landlord believes they are worth less than \$1,000, or if the value of the goods will depreciate substantially in storage (e.g. the goods will spoil). If the goods are worth more than \$1,000 the landlord must store them for 30 days.

Section 34 of the MHSTA outlines how landlords may deal with abandoned goods.

A landlord who thinks a tenant has abandoned a mobile home may apply to the Court of Queen's Bench for an order to sell or remove it from the mobile home site. Check the MHSTA and consider seeking legal advice before taking action.

Returning the security deposit

When tenants move out, they have a right to the return of their security deposit plus any interest owing providing the following conditions have been met:

- there is no damage to the mobile home site beyond normal wear and tear (normal wear and tear is commonly considered to be the deterioration that occurs over time with the use of the premises even though the premises receives reasonable care and maintenance); and,
- the rent and other fees payable to the landlord have been paid in full.

The landlord may keep part or all of the security deposit to cover the cost of damages or unpaid rent and fees. If these costs exceed the security deposit, the landlord can take action through the RTDRS or court to claim for the money owing. The tenant may dispute deductions from the security deposit by filing an application with the RTDRS or court.

If there are no deductions, the landlord must pay the tenant the full deposit plus interest within 10 calendar days after the day the tenant gave up possession of the site. If there are deductions, the landlord must take one of the following actions within 10 calendar days:

- return the balance of the deposit to the tenant with a statement of account that lists the outstanding rent and fees, damages and repair costs as well as details of the cleaning charges;
- give the tenant an estimate of the deductions to be made and return any money that will not be used; the tenant must receive a final statement and any money owing within 30 days after the tenancy ends; or,
- return the security deposit to the tenant through mail, personal delivery, or any other method agreed to, including e-transfer.

Moving a mobile home

Tenants have the right to bring their home into a mobile home community or remove it from the community in whatever manner they see fit. However, it has to be done in a way that does not:

- unduly disturb the peace and quiet of the community;
- violate the traffic rules or the community; or,
- create a danger to persons or damage property in the community.

Tenants should review their tenancy agreement and community rules and contact their landlord to ensure they are familiar with the traffic rules of the community and to allow the landlord to make any preparations required for the move (for example, ensuring roads are unobstructed).

Dealing with an abandoned mobile home

If a landlord has reasonable grounds to believe that a mobile home has been abandoned on their property, the landlord may apply to the Court of Queen's Bench for an order allowing the landlord to sell, dispose of, or remove and store the abandoned mobile home. The landlord will have to demonstrate to the court why they believe the mobile home has been abandoned, and will have to explain why they wish to sell, dispose of, or remove and store the mobile home.

The court will likely require that the landlord try to locate and contact the mobile home owner, and may give the landlord other instructions such as notifying potential creditors depending on the circumstances.

If the court allows the landlord to sell the mobile home, the landlord may only use the sale proceeds to cover the costs of removing, storing, and selling the mobile home, and any of the tenant's liabilities. Any funds beyond that must be paid to the Minister of Service Alberta.

Once the mobile home is sold, the tenant who abandoned it no longer has any claim to it. Similarly, once the sale proceeds are deposited into the Government of Alberta's general revenues, the tenant loses any claim on it.

Maintaining a mobile home

Businesses that provide mobile home maintenance and repair services are subject to the *Consumer Protection Act*. For more information on what rules apply and how to find a qualified contractor please visit www.alberta.ca/hiring-contractor.aspx.

Resolving Disputes

Communication is the key to avoiding and resolving issues. If there is an issue during the tenancy, the first step is to talk with the landlord or tenant. Let the other party know what the issue is, discuss it thoroughly, be respectful of the other party, and keep a record of the conversations including who you talked to with the date and time and what was said. If discussing the issue does not resolve it, put your concerns in writing to the other party.

Residential Tenancy Dispute Resolution Service (RTDRS)

The RTDRS offers landlords and tenants a means for resolving tenancy disputes outside of court. Orders issued by the RTDRS are binding and the service is designed to be faster, more informal and less expensive than the courts.

A landlord may apply to RTDRS for the following:

- unpaid rent owing;
- damages (losses) resulting from a breach of the tenancy agreement;
- compensation for the use and occupation of the mobile home site when a tenant has not vacated the site at the end of a tenancy; and,
- termination of the tenancy and/or recovery of possession of the premises.

A tenant may apply to RTDRS for the following:

- termination of the tenancy;
- to have the rent reduced to make up for any benefits the tenant has lost because the landlord didn't carry out the landlord's obligations;
- damages (losses) resulting from a breach of the tenancy agreement;
- compensation for the cost of performing the landlord's obligations; and,
- recovery of the security deposit.

Tenancy disputes are heard by a Tenancy Dispute Officer who is authorized to make binding decisions on claims of up to \$50,000. Where the applicant is making a claim for more than \$50,000, or pertaining to a surviving spouse or interdependent adult partner of the tenant, or seeking an order for specific performance, the action must be brought before the Court of Queen's Bench.

Alternative Dispute Resolution (ADR) Institute of Alberta

The ADR Institute of Alberta offers services and resources to support individuals and organizations to prevent and manage conflict in a healthy and productive way. They are the professional membership body for mediators, arbitrators, and other Alternative Dispute Resolution practitioners in Alberta. A list of mediators and arbitrators are available online at www.adralberta.com/directory.

Resources:

Residential Tenancy Dispute Resolution Service (RTDRS)

Edmonton: 780-644-3000

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

www.alberta.ca/residential-tenancy-dispute-resolution-service.aspx

Consumer Contact Centre

For general inquiries or to file a complaint.

Edmonton: 780-427-4088

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

www.alberta.ca/service-alberta.aspx

Queen's Printer Bookstore

You may purchase Act(s) and regulation(s) from the Queen's Printer Bookstore:

10611 - 98 Avenue, Edmonton, Alberta T5K 2P7

Edmonton: 780-427-4952

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

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

AHS Environmental Public Health

For information related to the Public Health Act please visit:

www.albertahealthservices.ca/eph/eph.aspx

Financial assistance for seniors

Alberta Seniors and Housing provides programs and services to assist seniors and promote their safety and wellbeing. Some of these programs include:

- The Special Needs Assistance for Seniors program provides financial assistance to eligible low-income seniors toward the cost of some appliances and furniture, and specific health and personal supports including home cleaning and maintenance.
- The Seniors Home Adaptation and Repair Program (SHARP) provides low-interest home equity loans that can cover a range of home adaptations and renovations to help seniors stay in their homes longer.
- The Alberta Seniors Benefit provides financial assistance to low-income seniors to help with monthly living expenses.

For further information, contact [Alberta Supports Contact Centre](#)

Toll free: **1-877-644-9992**

Hours: 7:30 a.m. to 8 p.m. (open Monday to Friday, closed statutory holidays)

Website: www.alberta.ca/seniors-financial-assistance.aspx

Email contact: www.alberta.ca/alberta-supports.aspx#email-inquiries

Property taxation:

Municipalities are responsible for collecting taxes for municipal and education purposes. Property taxes are charged based on the value of the property and determined through the property assessment process.

To inquire about property assessment and taxation, contact your local municipal, county or town office.

Utility options, billing and resolving issues:

The Utilities Consumer Advocate's (UCA) mandate is to educate and mediate for Alberta's small business, farm, and residential electricity, natural gas and water consumers, and advocate for energy consumers.

If you need assistance resolving an issue with your utility company or have questions about your electricity and natural gas choices, UCA can help:

Phone toll-free: 310-4822 (In Alberta)

Phone: 780-644-5130 (Outside Alberta)

Hours of operation: Monday-Friday – 8:15 a.m. to 4:30 p.m.

Fax: 1-866-744-5129

E-mail: UCAhelps@gov.ab.ca

Website: ucahelps.alberta.ca

Crime and Bylaw Enforcement

Contact your local police, RCMP detachment or municipal office for information about policing and bylaw enforcement in your community.

Information about the City of Edmonton's agent status program is available at:

www.edmontonpolice.ca/CrimePrevention/CommunitySafety/AgentStatus

Canada Mortgage and Housing Corporation (CMHC) – programs and services

CMHC offers mortgage loan insurance products on various property types including duplexes, condominiums, manufactured or mobile homes and many more, including rental and retirement homes. Please check with your lender or CMHC for more details at: www.cmhc-schl.gc.ca/en/consumers/home-buying/mortgage-loan-insurance-for-consumers/faqs-mortgage-loan-insurance

The First-Time Home Buyer Incentive Alert Sign-up (CMHC)

www.cmhc-schl.gc.ca/en/nhs/canada-first-time-home-buyer-incentive

Home buying Step by Step: Your Guide to Buying a Home in Canada (CMHC)

www.cmhc-schl.gc.ca/-/media/sites/cmhc/data-research/publications-reports/homebuying-step-by-step-guide/pdf/homebuying-step-by-step-guide-en.ashx

Contact CMHC: 1-800-668-2642

Email: contactcentre@cmhc.ca

Checklist for Landlords and Tenants

Landlord responsibilities when a tenant is moving in:

- Provide the tenant with a written copy of the mobile home community rules, fees, charges and assessments payable over and above the rent before entering into a tenancy agreement.
- Ensure the mobile home site is ready and available for occupancy.
- Not charge the tenant a fee, other than the landlord's reasonable expenses they actually incurred, for moving their home into the community or installing it on the site.
- Deposit the security deposit into an interest bearing trust account within 2 banking days after receiving it.

- Provide a written 'notice of landlord' (landlord contact information) within seven days of the tenant moving in, or post the notice in a visible place in the common area.
- Give the tenant a copy of any written agreement within 21 days of signing.
- Include the following statement in any written tenancy agreement:
 - "The tenancy created by this agreement is governed by the Mobile Home Sites Tenancies Act and, if there is a conflict between this agreement and the Act, the Act prevails."

Landlord responsibilities during tenancy:

- Ensure that the tenant's peaceful enjoyment of the site is not significantly disturbed.
- Ensure there is proper access to the site and that the site is suitable for a mobile home.
- Throughout the tenancy, take all reasonable steps to:
 - maintain the mobile home site sound and fit;
 - maintain the common areas habitable and in good repair;
 - "common areas" are controlled by the landlord and used for access to a mobile home site or for the service or enjoyment of tenants. For example, roadways, recreational facilities or parks for tenants use in the community;
 - maintain all electric, plumbing, sanitary, heating, fuel and other facilities supplied by the landlord and ensure they are sound and fit for the purposes for which they are intended;
 - provide for, or ensure the provision of means for, the removal or disposal of garage at reasonable intervals; and,
 - maintain proper access to the mobile home site.
- Follow the requirements for rent and fee increases, including the notice requirements and limitations on how often rent can be raised.
- Provide a proper 24-hour written notice or obtain the tenant's permission before entering the site, unless there is an emergency or suspected abandonment of mobile home site. Complete move-in and move-out inspection reports that comply with the MHSTA.
- Comply with all requirements for security deposits, including their collection, depositing, and return.
- Refrain from interfering with a tenant's right to assign or sublet their mobile home site, and not unreasonably withhold consent or charge a fee to a tenant assigning or subletting their site.
- Comply with all requirements under the MHSTA regarding abandoned goods and mobile homes.
- Ensure written agreements contain the phrase: "the tenancy created by this agreement is governed by the Mobile Home Sites Tenancies Act and, if there is a conflict between this agreement and the Act, the Act prevails."
- Complete required move-in and move-out inspection reports and comply with all requirements.

- Ensure that all rules the landlord expects the tenant to follow are clearly provided to the tenant in writing and with reasonable notice.
- Provide required notice before entering the mobile home site.
- Refrain from interfering with a tenant's right to assign or sublet their mobile home site, and not unreasonably withhold consent or charge a fee to a tenant assigning or subletting their site.
- Comply with all requirements under the MHSTA regarding abandoned goods and mobile homes.
- Comply with all requirements for collecting and depositing a security deposit.
- Comply with all requirements for returning a security deposit at the end of a tenancy, and provide all required documentation for any deductions.
- Serve written notice that complies with the MHSTA if terminating a periodic tenancy.
- Serve all written notices following the methods in the MHSTA.

Tenants considerations for choosing a mobile home community:

- Rental agreement term (e.g. fixed amount of time or month-to-month).
- Rental amount and where it is to be paid. Ask about process and fees if payments are late.
- What is included in the rent?
- What fees are payable in addition to the rent?
- What are the community rules? For example, what are the requirements for pets, smoking, cannabis, fences, decks, fire pits, tree maintenance, etc.
- Contact information for landlords, including in case of emergency.
- Frequency of garbage pickup.
- How are the roads maintained?
- Who is responsible for repairing issues with utilities? What conditions determine responsibility?
- What security measures are in place in the mobile home community?
- Clarify what, if any, municipal property taxes you are responsible for (if you own the mobile home).

Tenant responsibilities during tenancy:

- Pay the rent on time.
- Be considerate of other tenants.
- Do not endanger other tenants.
- Do not perform illegal acts or conduct illegal business on the site.
- Keep the site reasonably clean.
- Prevent damage to the site:

- Consider damage that may not be apparent – for example changing the grading on your site could have an impact for the common areas of the mobile home community.
- Ensure you speak with your landlord prior to making improvements or changes to the mobile home site; ensure local requirements for permits are obtained as needed.
- Adhere to the requirements of the rental agreement and community rules.
- Leave the site when the tenancy agreement ends.
- Serve written notice that complies with the MHSTA if terminating a periodic tenancy.
- Serve all written notices following the methods in the MHSTA.

Out of date