



# Quick Reference Guide

## *The Residential Tenancies Act*



The information provided is not a substitute for legal advice.



# Introduction

This **Quick Reference** is designed to provide general information for all tenants, landlords, and agents involved in renting residential premises in Alberta under the ***Residential Tenancies Act*** (RTA) and regulations:

- ❖ Residential Tenancies Exemption Regulation
- ❖ Residential Tenancies Ministerial Regulation
- ❖ Residential Tenancy Dispute Resolution Service Regulation
- ❖ Security Deposit Interest Rate Regulation
- ❖ Subsidized Public Housing Regulation

The **Quick Reference** will explain the minimum legislated requirements set out in the RTA. It provides landlords and tenants with options to deal with matters not established as minimum requirements and makes residential tenancy resource material available in a user-friendly format.

As a **Quick Reference** on residential tenancy matters, this does **not** set out everything in the RTA, nor does it state the law. Landlords and tenants should refer to the RTA to determine their legislative rights and obligations. In every instance, the law as set out in the RTA governs.

**NOTE:** *The information provided in the Quick Reference is not a substitute for legal advice.*

(Refer to the **RTA Handbook** for more details)





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# Responsibilities of Landlords & Tenants

The ***Residential Tenancies Act*** (RTA) says a **landlord** may be:

- ❖ The owner of the premises;
- ❖ a property manager, leasing agent, caretaker, building manager, or anyone acting for the owner;
- ❖ A person who has the same rights as the landlord; or
- ❖ The heirs, assignees, personal representative and successors in title of the owner.

The RTA **requires** landlords to:

- ❖ Make the premises available on the agreed move-in date.
- ❖ Provide a copy of the residential tenancy agreement to the tenant within 21 days of signing.
- ❖ **Not** disturb a tenant's peaceful enjoyment of the premises, that is, not bother a tenant beyond what is necessary to do the landlord's business.
- ❖ Give the tenant a written "notice of landlord" within 7 days of the tenant moving in, or post the notice in a very visible place in the building's common area. The landlord must keep the notice up to date.

- ❖ Ensure the premises are habitable at the beginning and during the tenancy. The premises must meet the Minimum Housing and Health Standards under Alberta's *Public Health Act* and Housing Regulation <https://open.alberta.ca/publications/minimum-housing-and-health-standards>
- ❖ Inspect the residential premises with the tenant within one week before or after the tenant moves in. The landlord must give the tenant a signed copy of the inspection report (see Inspection Reports).
- ❖ Deposit all security deposits into an interest-bearing trust account (see Security Deposits).
- ❖ Pay the tenant interest that is payable on their security deposit annually, at the end of each tenancy year, unless both parties agree that it may be paid at the end of the tenancy.
- ❖ A new owner taking over a tenancy **must** give the tenant a notice of the owner's name and address within 7 days, and a statement of the tenant's security deposit balance within a reasonable period of time. This must be provided at no cost to the tenant.

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# Responsibilities of Landlords & Tenants

The RTA applies to most residential tenants - people who rent the place where they live.

The RTA applies to tenants who rent premises such as: houses, apartments, duplexes, mobile homes, hotel or motel rooms (if rented for more than 6 consecutive months), and in most cases, rooming and boarding houses.

The RTA requires **tenants** to:

- ❖ Pay the rent on time.
- ❖ Be considerate of the landlord and other tenants.
- ❖ **Not** endanger other tenants or the property.
- ❖ **Not** perform illegal acts or conduct illegal business on the premises.
- ❖ **Not** commit a substantial breach of the residential tenancy agreement
- ❖ Keep the premises reasonably clean.
- ❖ Prevent damage to the premises.
- ❖ Provide a key to the landlord if the locks are changed
- ❖ Move out when the tenancy agreement ends.
- ❖ Obtain written permission from the landlord to sublet the premises

(Refer to the [RTA Handbook](#) for more details)





# Residential Tenancy Agreements

A residential tenancy agreement is a contract between a landlord and tenant. It sets out the conditions or basic rules for the relationship that will exist between a landlord and a tenant.

The agreement can be written, oral or implied.

A tenancy agreement **cannot** take away any of the tenant's rights provided by the **Residential Tenancies Act** (RTA) section 3. The covenants (responsibilities) of landlords, RTA section 16, and tenants RTA section 21, form part of **every** residential tenancy agreement even if they are not written in the residential tenancy agreement.

The RTA does **not** apply to

- ❖ Mobile home sites covered in the *Mobile Home Sites Tenancies Act*.
- ❖ Business premises with living premises attached and rented under a single agreement
- ❖ Rooms in the living quarters of a landlord, if the landlord actually resides there
- ❖ Residential premises on military bases on federal lands
- ❖ Residential premises on First Nations reserves on federal lands
- ❖ Student premises at educational institutions, if students do not have exclusive possession of a self-contained dwelling
- ❖ A nursing home as defined in the *Nursing Homes Act*
- ❖ Lodge accommodation run by a management body or by an agreement with the Minister responsible for the *Alberta Housing Act*
- ❖ A supportive living accommodation licensed under the *Supportive Living Accommodation Licensing Act*
- ❖ A correctional institution
- ❖ Hospitals

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# Residential Tenancy Agreements

Tenancy agreements are either fixed-term or periodic.

## Fixed-term Tenancy Agreement

- ❖ is for a specific period of time, typically one year. It begins and ends on specific dates
- ❖ does not require either party to give notice to end the tenancy.
- ❖ At the end of the fixed term the landlord and tenant may negotiate a new residential tenancy agreement. The new agreement could include a change in the rent amount and the conditions of the tenancy. The new agreement can be a new fixed term or can be changed to a periodic tenancy.

## Periodic Tenancy

- ❖ has a start date but not an end date
- ❖ A periodic tenancy renews or continues weekly, monthly or yearly without notice.
- ❖ either the landlord or tenant will end the agreement by giving notice
- ❖ is usually month-to-month

## Implied Periodic Tenancy

- ❖ a combination of a fixed term tenancy and a periodic tenancy

## Verbal or Implied Tenancy Agreements

- ❖ If a tenancy agreement is **not** written, it becomes a matter for the Courts to determine if the landlord and tenant had an agreement on the terms and conditions of the tenancy relationship.

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# Residential Tenancy Agreements

## Written Tenancy Agreements

- ❖ Having a written residential tenancy agreement is always recommended.
- ❖ Written agreements should contain the following:
  - Date of agreement
  - Names and addresses of all parties
  - Address or description of the location of the residential premises
  - Term of the tenancy
  - Rent amount, where, when and how it is to be paid
  - Clauses about whether utilities, furniture, appliances, parking, etc. are provided and at whose expense
  - Names of the people who are permitted to live in the residential premises
  - Security deposit amount, authorized deductions and interest
  - Care, maintenance and repair responsibilities
  - Insurance requirements
  - Rules for additional fees (such as NSF charges), guests, pets, etc.
  - Signatures of landlord and tenant.
  - The written agreement can also include the landlord's "house rules" such as no pets.
- ❖ The agreement **must** specify any additional fees or charges and the circumstances that would give rise to them (see Residential Tenancy Agreements ~ Fees and Charges).
- ❖ The landlord **must** give the tenant a copy of the agreement within 21 days after the tenant signs and returns it to the landlord. The tenant can withhold rent until a copy is received, RTA section 17.
- ❖ Once both parties enter into an agreement, it **cannot** be amended without the agreement of both parties.
- ❖ Landlords and tenants are free to use whatever form of residential tenancy agreement meets their needs, but the agreement **cannot** take away any of the rights benefits or protections in the RTA.

(Refer to the [RTA Handbook](#) for more details)







# Inspection Reports

The **Residential Tenancies Act** (RTA), section 19, and the Residential Tenancies Ministerial Regulation section 4, speak to the topic of inspection reports. It is mandatory for landlords and tenants to complete both a move-in and move-out inspection report. The following requirements apply:

- ❖ Landlords and tenants **must** inspect the residential premises within one week before or after a tenant moves in and within one week before or after a tenant moves out.
- ❖ The premises should be vacant when the move-in and move-out inspections take place, unless the landlord and tenant agree otherwise.
- ❖ The landlord and tenant **must** inspect the residential premises together. They **must** identify all damage such as scratches or burns and write it down on the inspection report.
- ❖ A landlord can conduct the inspection without the tenant being present if the landlord has offered the tenant two inspection times on different days, that are not holidays, and the tenant has refused or did not attend.
- ❖ Both parties **must** sign the inspection reports.
- ❖ A new landlord **cannot** deduct for damages from a security deposit if the previous landlord did not complete a move-in inspection report
- ❖ Landlords **must** give tenants a copy of both the move-in and move-out inspection reports as soon as they are completed.
- ❖ The law requires that certain statements **must** be included in the inspection report. For more information, see Section 4 of the he Residential Tenancies Ministerial Regulation.
- ❖ The landlord **must** keep copies of the inspection reports for 3 years after the termination of the tenancy.
- ❖ (See the [Sample Cleaning List](#) in the RTA Handbook)

(Refer to the [RTA Handbook](#) for more details)





# Security Deposit

The *Residential Tenancies Act* (RTA), allows a landlord to ask a tenant to pay a security deposit (sometimes called a damage deposit). The deposit is held in a trust as a security for damage and cleaning costs, unpaid rent, and any other obligation of the tenant to the landlord.

## Purpose of a Security Deposit

- ❖ To cover the landlord's costs of repairing or replacing physical damage to premises.
- ❖ To cover the costs of cleaning because of extraordinary or abnormal use. This does not include cleaning associated with normal wear and tear.
- ❖ To cover any arrears of rental payments.
- ❖ To cover other costs agreed to by the tenant in the residential tenancy agreement, such as legal fees, utilities, late fees, etc.

## Amount of Security Deposit

- ❖ The maximum amount a landlord can ask for as a security deposit is the equivalent of one month's rent at the time the tenancy starts.
- ❖ The security deposit **cannot** be increased as rent increases.

- ❖ Refundable fees/charges are considered to be part of the security deposit. Therefore the total amount of the security deposit plus refundable fees **cannot** exceed one month's rent.
- ❖ Non-refundable fees/charges, agreed to in the residential tenancy agreement, are **not** subject to security deposit restrictions (See RTA Handbook: Residential Tenancy Agreements – Fees and Charges).
- ❖ Landlords **must** deposit security deposits in an interest-bearing trust account within 2 banking days after the tenant makes the payment.
- ❖ The landlord **must** pay the tenant interest on the security deposit, at the end of each tenancy year, unless both agree in writing that it will be paid when the tenancy ends..
- ❖ An on-line calculator, programmed to calculate the interest payable on security deposits at the prescribed annual rates, is available at the Service Alberta website: [www.servicealberta.gov.ab.ca/978.cfm](http://www.servicealberta.gov.ab.ca/978.cfm)

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# Security Deposit

## Deductions from the Security Deposit

- ❖ A landlord **cannot** make a deduction for damages or cleaning costs from the security deposit at the end of the tenancy if the inspection report requirements have not been met (see Inspection Reports). However, a landlord can make deductions for other charges not related to the condition of the premises.
- ❖ Inspection reports help a landlord and tenant to determine if repairs or extra cleaning are required – beyond normal wear and tear.
- ❖ If there is rent due and owing at the end of the tenancy, this can be deducted from the security deposit. The tenant **must** pay the last month's rent. The security deposit is not a replacement for the rent.
- ❖ If there are amounts set out in the residential tenancy agreement that are due and owing by the tenant for other costs, such as legal fees, utilities, late fees, etc., these amounts can be deducted from the security deposit.

Some examples of damages and deficiencies for which deductions can be made, if the inspection reports are properly completed, are:

- Steam cleaning of rugs with obvious dirt, soil, stains or holes
- Badly repaired holes in the walls
- Pushed in door panels
- Food or dirt stuck on walls, cupboards and appliances
- Broken windows, holes in window screens
- Garbage or litter strewn about
- Pet excrements

Some examples of normal wear and tear for which deductions are **not** allowable when inspection reports are properly completed are:

- Professional shampooing of rugs, when there were no excess foreign materials
- Professional cleaning of drapes, when there were no excess foreign materials.

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# Security Deposit

## Return of the Security Deposit

- ❖ Within **10 days** of a tenant moving out, the landlord **must** either return the tenant's security deposit in full plus interest or, if all or part of the deposit is used to cover costs, provide the tenant with an itemized statement of account. The landlord may include an estimate of expected costs in the initial statement of account.
- ❖ Within **30 days**, the tenant **must** receive a final statement of account and the balance, (if any), of the security deposit that was initially withheld.
- ❖ A statement of account should include the tenant's name, rental premises, security deposit amount, accrued interest, deductions or estimated deductions from the deposit, and any balance being returned, or amount owing to the landlord.

- ❖ A landlord **must** send the refund cheque and/or statement of account by mail to the tenant's forwarding address or give it to the tenant personally.
  - If there is no forwarding address the landlord must attempt to locate the tenant.
  - The landlord should mail the cheque/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 – it belongs to the tenant. If the envelope is unopened it shows that the contents are intact.

## Records

- ❖ The RTA, section 44(6) requires that landlords **must** keep security deposit records for at least three years after **the end of the tenancy**.

(Refer to the [RTA Handbook](#) for more details)





# Residential Tenancy Agreements ~ Fees & Charges

*The Residential Tenancies Act (RTA)* does **not** prohibit a landlord and a tenant from agreeing to non-refundable fees and charges that are in addition to the security deposit and rent. The following points apply to additional fees and charges.

- ❖ Any additional fee or charge **must not** contravene the RTA.
- ❖ Any additional fee or charge should be clearly stated in the residential tenancy agreement and agreed to by the tenant.
- ❖ Once a tenant agrees to an additional fee or charge, the tenant is obligated to pay the fees or charges when the circumstances giving rise to them occur.
- ❖ A refundable fee or charge is considered to be part of the security deposit.
- ❖ A non-refundable fee or charge is **not** subject to the security deposit restrictions.
- ❖ A landlord cannot deposit non-refundable fees into the security deposit trust account.
- ❖ Once both parties enter into an agreement, it **cannot** be amended without the agreement of both parties.

- ❖ If the tenancy agreement is **not** written, it becomes a matter for the Courts to determine, based on the evidence presented to them, whether there was agreement on the additional fees or charges payable by the tenant.

## Examples of non-refundable fees:

### ❖ Application Fee

A landlord may charge an "application fee", but should inform the tenant before taking the application. It is the landlord's choice whether or not to refund the fee if the application is denied or approved. If a prospective tenant does not want to pay the fee, the tenant can choose not to apply.

### ❖ Key Fee

A landlord may charge a key fee if both parties agree to the charge.

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# Residential Tenancy Agreements – Fees & Charges

## ❖ Pet Fee

A landlord may charge a pet fee if both parties agree. However, if a tenant acquires a pet after the tenancy has begun, the landlord **cannot** demand that the tenant pay an additional fee or charge unless the residential tenancy agreement speaks to the issue or both parties agree.

## ❖ Late Payment of Rent or NSF Fees

Some residential tenancy agreements allow for a late payment of rent fee. The charge is usually a daily amount for each day the rent remains unpaid. The courts or RTDRS do allow for an estimate of damages.

For example, a bank may charge additional interest if a landlord is unable to make a mortgage payment because the tenant did **not** pay the rent on time. A late payment of rent fee that would cover the interest charged by the bank could be a valid estimate of liquidated damages, if they exist. If however, the late payment of rent fee is far more than the amount the landlord is being charged, then it may be found by a court to be a penalty – and penalties are illegal.

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(Refer to the **RTA Handbook** for more details)



# Residential Tenancy Agreements – Fees & Charges

## ❖ Re-rental Fee

A landlord may charge a re-rental fee if it has been agreed to in the residential tenancy agreement. If the tenant wishes to terminate their tenancy prior to the termination date and, if the landlord is willing to allow it, the tenant will be required to pay the landlord the re-rental fee agreed to in the tenancy agreement.

The landlord **cannot**:

- ❖ Change who pays the utility bills, without the consent of the tenant, if the cost of utilities is included in the tenancy agreement.
- ❖ Impose an additional charge by changing who pays for the utilities without the consent of the tenant.
- ❖ Charge a fee for consenting to an assignment or sublease of the tenancy agreement.

(Refer to the [RTA Handbook](#) for more details)





# Landlord's Distraint (Distress)

Distress is a remedy that a landlord can use to recover **unpaid** rent without having to go to court.

The *Civil Enforcement Act* and Regulations outline the process that must be followed to seize goods (effecting a distraint). This process is **not** part of the *Residential Tenancies Act*.

- ❖ The right to use distress arises as soon as rent is late.
- ❖ A landlord does **not** have to give the tenant any notice or go to court before distraining. However, the process must be carried out in accordance with the law.
- ❖ Landlords **must** use the services of a civil enforcement agency and civil enforcement bailiff to seize and sell a tenant's property.
- ❖ A landlord **cannot** use the remedy of distraint if the tenancy has ended.
- ❖ Current information about distress for rent owing is available on the Alberta Courts website:
  - ❖ <http://www.qp.alberta.ca/documents/publications/civil.pdf>
  - ❖

(Refer to the **RTA Handbook** for more details)







# Rent Increases

**Rent Increases** are addressed in **the Residential Tenancies Act** (RTA) section 14 and section 3 of the Residential Tenancies Ministerial Regulation.

- ❖ In a **fixed term** tenancy agreement the landlord and tenant agree to the amount of rent a tenant will pay during the entire term of the tenancy.
- ❖ In a **periodic** tenancy agreement the landlord may raise the rent during the tenancy. The RTA and the Residential Tenancies Ministerial Regulation limit the frequency of rent increases to one year from when the tenancy began or one year from the last increase in rent, whichever is later.

## Notice of Rent Increase

- ❖ There are **no** controls over the amount by which the landlord may raise the rent, but the notice to the tenant must:
  - identify the effective date of the increase
  - be dated and signed by the landlord
  - comply with the requirements of section 14 or it becomes void. A tenant who pays an increase in rent based on a notice that did not comply with the requirements may recover the amount of the increase through the courts.

The amount of notice a landlord must give, depends on the type of periodic tenancy:

Type of Periodic Tenancy	Time between Increases
Week-to-week	12 full tenancy weeks
Month-to-month	3 full tenancy months
Any other periodic tenancy	90 days

(Refer to the [RTA Handbook](#) for more details)





# Landlord's Right of Entry

The residential premise is the landlord's property and it is also the tenant's home. The tenant should not be disturbed or inconvenienced by the landlord, or anyone working for the landlord, without a valid reason. The *Residential Tenancies Act* (RTA) section 23 speaks to the landlord's right to enter the residential premises and what requirements the landlord must meet.

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

The RTA says that a landlord does **not** have to give a notice of entry if the landlord has reasonable grounds to believe there is an emergency in the residential premises, or the tenant has abandoned the residential premises.

## Entry with Notice

The RTA says that a landlord may enter the residential premises without permission, but only after giving the tenant a written notice at least 24 hours before the time of entry for one of the following reasons:

- ❖ Do repairs
- ❖ Inspect the state of repair of the premises
- ❖ Take necessary steps to control pests
- ❖ Show the premises to prospective purchasers, or mortgagees
- ❖ Show the premises to prospective renters after the landlord or tenant has given notice to end a periodic tenancy or, in the final month of a fixed-term tenancy.

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# Landlord's Right of Entry

## Form of Notice

A notice to enter the residential premises **must**:

- ❖ Be served on the tenant at least 24 hours before the time of entry,
- ❖ Be in writing,
- ❖ Be signed by the landlord or agent,
- ❖ State the reason for the entry, and
- ❖ State the date and time of entry. The time may be expressed as a period of time that begins and ends at a specified time. The landlord can only enter between 8 a.m. and 8 p.m. on a day that is not a holiday or the tenant's day of worship.

The tenant does **not** have to be present. The landlord has the right to enter as long as the landlord gives proper notice.

(Refer to the [RTA Handbook](#) for more details)





# Locks and Security Devices

Neither a landlord nor a tenant can be locked out of the residential premises. The *Residential Tenancies Act* (RTA) section 24 speaks to the issue of locks and security devices.

## Landlord's Responsibility

- ❖ At the beginning of a tenancy, the landlord has to give the tenant a key for the residential premises, main doors, mail box and any other common areas, such as recreational or laundry rooms that the tenant has the right to access.
- ❖ A landlord can change the locks without giving the tenant prior notice, as long as the landlord gives a new set of keys to the tenant as soon as the change is made.

## Tenant's Responsibility

- ❖ If a tenant wants to add or change locks to increase security, they may do so if they get the landlord's permission. The tenant **must** give the landlord a new key as soon as the change is made.
- ❖ Without the landlord's permission, a tenant may only add locks that can be used from the inside, such as chain locks.
- ❖ If adding a lock makes holes in the door or frame, the tenant **must** leave the lock in place when moving out or repair the damage if the lock is removed. If the device or lock must stay, it becomes the property of the landlord.
- ❖ The tenant **must** return all the keys at the end of the tenancy, including any extra keys the tenant had cut at their own expense. This helps keep the premises secure.

(Refer to the [RTA Handbook](#) for more details)





# Termination of a Tenancy

When the tenant has **not** committed a substantial breach a landlord can only end a periodic tenancy for the following reasons:

- ❖ The landlord or a relative of the landlord intends to live in the residential premises.
- ❖ The landlord has sold the residential premises and the purchaser or a relative of the purchaser wants to move in.
- ❖ The landlord has sold a detached or semi-detached dwelling unit or condominium unit, and the purchaser has requested in writing that the tenancy be terminated.
- ❖ The landlord intends to demolish the building.
- ❖ The landlord intends to use the residential premises for a non-residential use, such as business purposes.
- ❖ The landlord is an educational institution and the tenant is no longer a student or will no longer be a student at the termination date specified in the notice of termination.

The landlord's notice to the tenant **must**:

- ❖ Be in writing,
- ❖ Give the address of the residential premises,
- ❖ Be signed by the landlord,
- ❖ State the reasons for the termination, and
- ❖ Set out the termination date.

**How must a notice be delivered** (RTA section 57)

- ❖ In person
- ❖ By registered or certified mail
- ❖ If these methods of service are not effective because the tenant is rarely home, the landlord can give the notice to another adult who lives with the tenant or the landlord can post the notice in plain view on the residential premises.
- ❖ If a landlord or tenant **cannot** serve a notice as indicated above, the notice may be sent through electronic means. The electronic method must result in a printed copy of the notice. The sender has to ask for acknowledgment and the recipient has to acknowledge their receipt of the notice

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# Termination of a Tenancy

## Notice require to end a periodic tenancy

The notice period depends on the type of tenancy and who is giving the notice, RTA section 5, 6, 7, 8, 9.

Type of 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
Year to Year	60 days	90 days

- ❖ Notice is to be given on or before the first day of the required notice period.
- ❖ Tenancy ends at 12 noon on the last day of the tenancy unless both parties agree to a different time. This does **not** apply if the landlord has given the tenant a 24-hour notice of termination.

## Late service of notice to terminate a tenancy

- ❖ 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, if the tenancy is from the first to the end of each month and the notice to end a tenancy on September 30 is served on September 2, that notice **will be effective October 31.**

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# Termination of a Tenancy

## Notice to unauthorized persons

If a person is living in the residential premises without the permission of the landlord, the landlord can give that person a notice to vacate. The required notice period will be different depending on the circumstances:

- ❖ **14 day notice** is required for an unauthorized person living in a residential premise that is occupied by the tenant.
- ❖ **48 hour notice** is required for an unauthorized person living in a residential premise that has been abandoned by the tenant.

## Termination for significant damage or assault by a tenant

If a tenant physically assaults or threatens to assault a landlord or another tenant or does significant damage to the residential premise the landlord has two options:

- ❖ The landlord can apply to court to end the tenancy
- ❖ The landlord can give the tenant a 24 hour notice to terminate the tenancy

## A 24-Hour notice must

- ❖ Be in writing
- ❖ Be signed by the landlord or agent
- ❖ State the reason for termination
- ❖ State the time and date the tenancy ends.
- ❖ If the tenant does **not** move out by the date specified in the 24 hour notice, the landlord has 10 days after the termination date to apply to court for an order to terminate the tenancy. If the landlord doesn't make this application to the court, the 24 hour notice is not valid and the tenancy does not end.

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# Termination of a Tenancy

Either a landlord or a tenant can terminate a periodic tenancy by giving proper notice.

## Written notice to terminate a periodic tenancy

- ❖ Notice to end a tenancy must be in writing.
- ❖ The RTA section 10, sets out the information that must be in a notice to terminate a tenancy:
  - The address of the premises.
  - The date the tenancy will end.
  - The signature of the person giving notice.
  - Landlords **must** also state the reason for ending the tenancy. The RTA section 6(2) and the Residential Tenancies Ministerial Regulation section 2(2)

## Reasons a landlord can end a periodic tenancy

- ❖ The landlord or relative of the landlord wants to move in (The relative does not have to be a blood relative, for example, it could be a nephew, niece, adoptee, cousin or the relative of a spouse).
- ❖ The landlord agrees to sell the premises, all conditions of the sale 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 premises are a detached or semi-detached dwelling or one condominium unit. The landlord agrees to sell the premises and all conditions of the sale have been satisfied or waived. In this case, 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 premises.

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# Termination of a Tenancy

## 14-day Notice \*

If a tenant commits a substantial breach of the tenancy agreement, RTA section 29, the landlord has two options:

- ❖ The landlord can apply to court for an order to terminate
- ❖ The landlord can give the tenant a 14-day notice\* of termination

## A 14-day notice\* must:

- ❖ Be in writing,
- ❖ Give the address of the residential premises,
- ❖ Be signed by the landlord,
- ❖ State the reasons for the termination, and
- ❖ Set out the termination date and time

## 14-day Notice for non-payment of rent

When a 14 day notice to terminate tenancy is for non-payment of rent, the landlord **must** include additional information in the notice:

- ❖ The amount of rent due as of the date of the notice plus any additional rent that may become due during the notice period
- ❖ A statement that the tenancy will not be terminated if the tenant pays what's owing for rent on or before the termination date set out in the notice. The notice becomes ineffective if the rent is paid before the termination date.

\* A **14-day notice** of termination must include 14 clear days. This means that the day the notice is given and the day that the tenancy ends do **not** count as part of the 14 days. For example, if the 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.

(Refer to the [RTA Handbook](#) for more details)





# Normal Wear and Tear

Normal wear and tear is defined in the *Residential Tenancies Act* (RTA) as deterioration that takes place over time from the use of the residential premises, even when the tenant provides reasonable care and maintenance.

## Landlord's Responsibilities

- ❖ The residential tenancy agreement should say what the landlord is responsible for maintaining and repairing, and what the tenant is responsible for maintaining and repairing.
- ❖ If the agreement does **not** speak to this issue, the landlord is usually responsible for the building structure (including windows, doors, walls, roof, ceilings, and floors), the plumbing, wiring, heating and air conditioning (if there is any).

This would also include the common areas unless the parties agree otherwise, which includes the hallways, utility and storage rooms, parking areas, sidewalks and landscaping (including lawn care and snow removal).

## Examples of Damages

Some examples of damages to the physical condition of rental premises for which deductions can be made (when inspection reports are properly completed) are:

- ❖ Steam cleaning of rugs with obvious dirt, soil, oil or urine stains or holes
- ❖ Badly repaired holes in walls
- ❖ Pushed in door panels
- ❖ Food, dirt or nicotine on walls, cupboards and appliances
- ❖ Broken glass
- ❖ Holes in window screens
- ❖ Garbage or litter strewn about
- ❖ Pet excrements.

(Refer to the [RTA Handbook](#) for more details)





# Abandoned Goods

Abandoned goods are goods that are left at residential premises by a tenant who has

- ❖ Abandoned the premises, or
- ❖ Vacated at the end of the tenancy, as it may have expired or been terminated, but left their things behind

Goods valued at **Less** Than \$2,000.

- ❖ If a landlord believes that the total market value of the goods is less than \$2,000, then the landlord can dispose of the goods

Goods valued at **More** Than \$2,000.

- ❖ If a landlord believes that:
- ❖ It would be unsanitary or unsafe to store the goods, or
- ❖ Storage of the goods would result in total or substantial depreciation of the total market value, or
- ❖ The cost of removing, storing and selling the goods would exceed the proceeds of their sale

the landlord may then sell the goods in a way and for a price that the landlord believes is reasonable.

Unless the previously stated conditions are met, the landlord **must**:

- ❖ Store the goods or arrange for storage of the goods on behalf of the tenant for 30 days from the day the goods were abandoned, and
- ❖ After the 30 days have passed, the landlord may dispose of the goods by public auction or, if the Courts approve, by private sale. If at public auction the goods are not bid on, then the landlord can dispose of them.

If the landlord sells the goods, they can use the money from the sale of the goods

- ❖ To recover their costs for removing, storing and selling the goods, and
- ❖ To recover the money owed to them by the tenant (called tenant's liability under the Regulation), if money is owed to them by the tenant in accordance with the requirements under the Regulations

(Refer to the **RTA Handbook** for more details)





# Emerging Trends and Issues

## RECREATIONAL USE OF CANNABIS

- ❖ Recreational use of cannabis (or marijuana) is expected to be legal in Canada in the fall of 2018. Landlords and tenants who live in multi-family dwellings should be aware of any restrictions surrounding cannabis. These restrictions should be clearly set out in the rental agreement.
- ❖ A landlord or condo board may prohibit the smoking of all substances including cannabis in their buildings or on their properties. Occupants should not smoke cannabis or other substances in Prohibited premises. Non-smoking consumption, however, may be permitted, but renters and condo occupants should check applicable rules. A landlord may also prohibit the growing of cannabis in the rental agreement.

## CHANGES TO ALBERTA HUMAN RIGHTS ACT AND AGE RESTRICTIONS

- ❖ Changes to the *Alberta Human Rights Act* effective January 1, 2018, include age as a protected ground under the area of accommodation. Age is defined as 18 years or older. Age restrictions will not be permitted in rental buildings after January 1, 2018, unless the landlord chooses to convert the building to seniors-only. Seniors-only is set at 55 years or older, where at least one member of the household is 55 years or older. Condominium corporations, co-operative housing units and mobile home site landlords will be allowed a 15 year transition period, which ends on December 31, 2032.

[Continued on the next page](#)



# Emerging Trends and Issues

## TERMINATION OF TENANCY FOR DOMESTIC VIOLENCE

- ❖ The *Residential Tenancies (Safer Spaces for Victims of Domestic Violence) Amendment Act* modifies the *Residential Tenancies Act* (RTA) to allow victims of domestic violence to end a tenancy early. In this situation, the tenancy agreement is terminated for all tenants living in the rental unit. The landlord is responsible for contacting the tenants and notifying them of the termination of tenancy.
- ❖ For more information on how to terminate a tenancy, visit [www.servicealberta.ca/ConsumerTipsheets.cfm](http://www.servicealberta.ca/ConsumerTipsheets.cfm) and view the *Residential Tenancies (Safer Spaces for Victims of Domestic Violence) Amendment Act* tip sheet.

## Additional Resources

- ❖ Family Violence Information Line  
310-1818
- ❖ Alberta Supports  
1-877-644-9992  
<https://www.alberta.ca/alberta-supports.aspx>

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# Emerging Trends and Issues

## BED BUGS

- ❖ A bed bug infestation can happen to anyone and control measures must be started as soon as possible and continued until the bed bugs are gone from your home. It may require several weeks of inspecting your home for bed bugs
- ❖ Ask the professional to:
  - Use the least-toxic pesticide labeled for bed bugs that will be effective
  - Ensure all instructions and warnings on product labels are followed
  - Tell you when it's safe to re-enter a treated room
  - Let you know if and when another treatment will be necessary
  - Tell you when you can start your weekly cleaning

## Additional Resources

- ❖ Alberta Residential Landlord Association - Alberta Residential Landlord Association Bed Bug Guide  
<http://www.albertalandlord.org/bed-bug-resources.html>
- ❖ Alberta Health Services Bedbug Inspection, Treatment and Prevent Spread  
<https://myhealth.alberta.ca/Alberta/Pages/How-do-i-inspect-for-bed-bugs.aspx>

(Refer to the **RTA Handbook** for more details)





# Resources and Referral Information

## 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
- ❖ **Queen's Printer Bookstore**  
You may purchase the RTA and the regulations from the Queen's Printer Bookstore:  
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 [www.qp.alberta.ca](http://www.qp.alberta.ca)
- ❖ **Residential Tenancy Dispute Resolution Service**  
Edmonton: 780-644-3000  
Calgary: toll-free: 310-0000 then 780-644-3000  
[www.rtdrs.alberta.ca](http://www.rtdrs.alberta.ca)
- ❖ **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>
- ❖ **Service Alberta**  
Service Alberta investigates contraventions of the *Residential Tenancies Act*. Refer to the infosheet, "**Filing a Consumer Complaint with Consumer Services**" on the website at [http://www.servicealberta.ca/pdf/tipsheets/Filing\\_a\\_complaint\\_with\\_CS.pdf](http://www.servicealberta.ca/pdf/tipsheets/Filing_a_complaint_with_CS.pdf)

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# Resources and Referral Information

## 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](https://www.edmonton.ca/programs_services/housing/landlord-and-tenant-advisory-board.aspx)
- ❖ **Central Alberta Community Legal Clinic (CACLC)**  
Red Deer: 403-314-9129 or  
Toll Free: 1-877-314-9129  
[www.communitylegalclinic.net](http://www.communitylegalclinic.net)

## LANDLORD ASSOCIATIONS

- ❖ **Calgary Residential Rental Association**  
403-265-6055  
<http://www.crra.ca>
- ❖ **Alberta Residential Landlord Association**  
780-413-9773  
<http://www.albertalandlord.org/>

## OTHER REFERRALS

- ❖ **Laws for Landlords in Alberta**  
[www.landlordandtenant.org](http://www.landlordandtenant.org)
- ❖ **Landlord and Tenant Law in Alberta**  
[www.slsedmonton.com/civil/landlord-and-tenant-law/](http://www.slsedmonton.com/civil/landlord-and-tenant-law/)
- ❖ **Canadian Mortgage and Housing Corporation**  
*Renting in Canada*  
<https://www.cmhc-schl.gc.ca/en/rental-housing>
- ❖ **Centre for Public Legal Information (CPLA)**  
780-451-8764  
<http://www.cplea.ca/>

(Refer to the **RTA Handbook** for more details)

