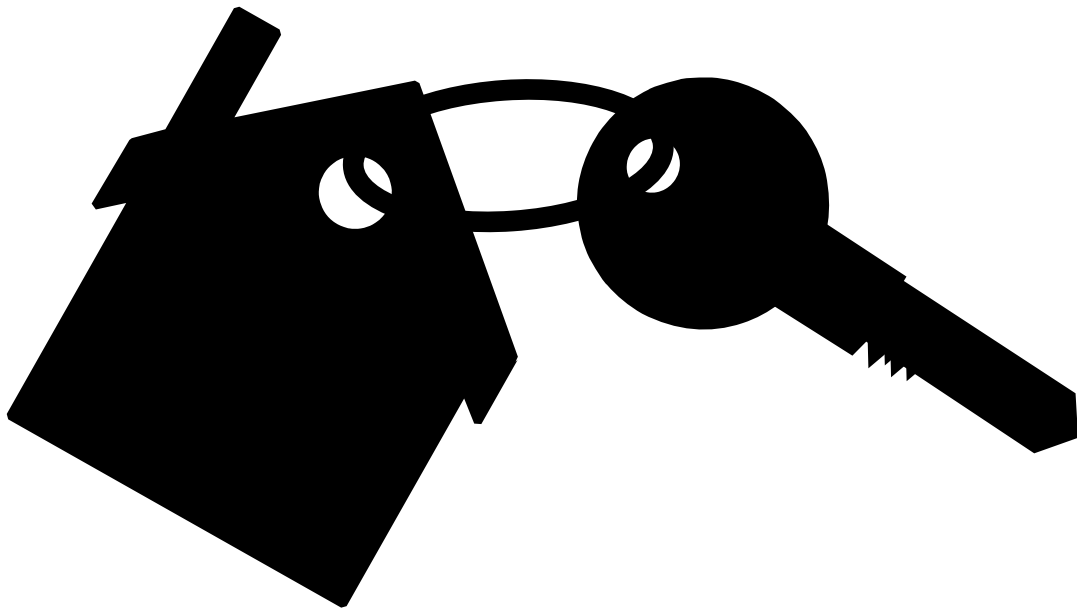



Type of law:
CIVIL LAW

LANDLORDS & TENANTS



A 2023 Alberta Guide to the Law

 **Student Legal
Services**
of Edmonton

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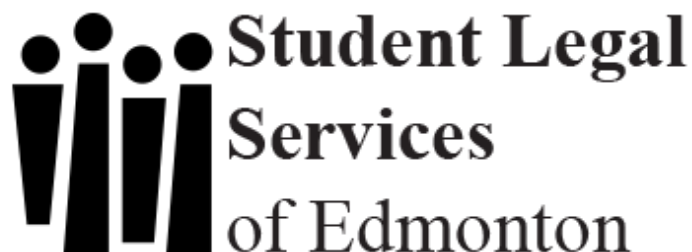
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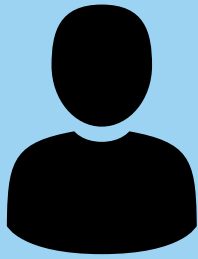
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LANDLORDS & TENANTS

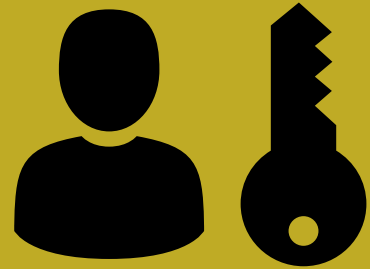
OVERVIEW



Tenants

The most important responsibility of a tenant is to pay their rent on time every month

- The tenant must follow the terms of the lease agreement
- The tenant must not damage the premises
 - Anything beyond wear and tear can be taken out of the security deposit
- There are very few situations where a tenant will not be responsible for the full amount of rent



Landlords

Landlords have many responsibilities:

- Making the premises available and habitable for the entire lease period
- Conducting move-in and move out inspection reports
- Repairing any major issues on the premises
- Notifying the tenant of any changes in rent or regarding the lease agreement

Residential Tenancies Act

- The Residential Tenancies Act is the law in Alberta that governs most places that people call home
- There are some exceptions like mobile homes, hotels, social care facilities, or university residences
- This act deals with rights and responsibilities for both the landlord and tenant during a rental situation.

I have a dispute with my landlord...what should I do?

Try to work it out with your landlord (get any agreements in writing).

Contact Tenant Support Services.

Decisions not binding, but good for settling disputes outside court.

2 year limitation period

If you and your landlord cannot come to an agreement and you are still within the limitation period, you have a few options

Residential Tenancy Dispute Resolution Services

- more informal, less expensive, faster than going to court
- for claims up to \$50,000
- Decisions are binding
- Lawyers are generally not needed, but can be helpful
- RTDRS does not deal with ALL types of claims

Provincial Court

- More formal, expensive, and slower than RTDRS
- For claims up to \$100,000
- Lawyers are generally not required, but may be helpful

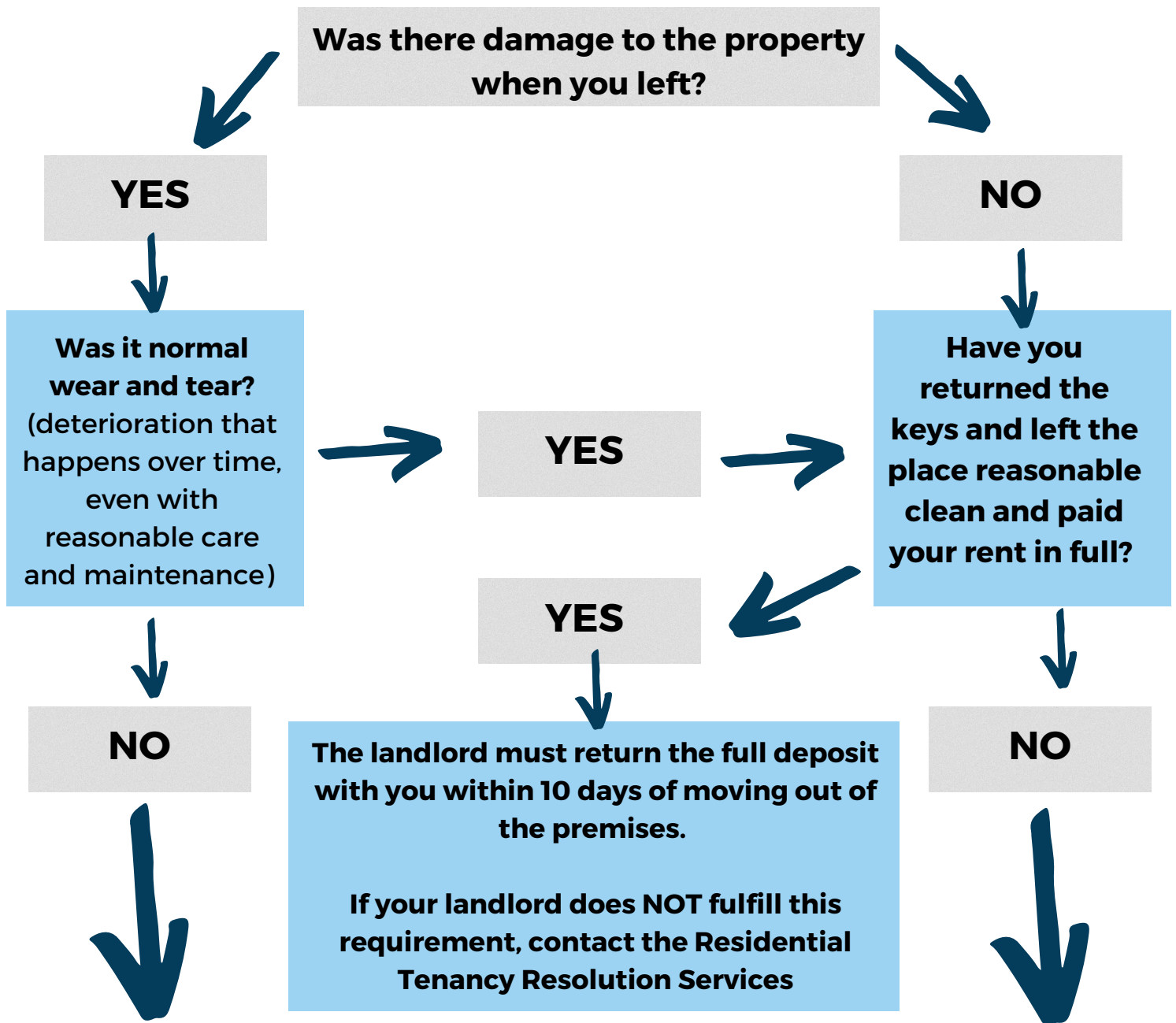
Court of King's Bench

- This is a higher court than the provincial court
- The process is more complicated
- More paperwork, procedurally heavy
- Can deal with claims of more than \$100,000
- Lawyers are recommended

It is best to check out rtdrs.alberta.ca for specific information. For the general steps, see the RTDRS procedure attached

Visit albertacourts.ca for more information on the Courts

My landlord won't return my security/damage deposit



A security deposit can be used by the landlord to pay for damage, for rent owing, for cleaning costs, for changing the locks when keys are not returned, or for anything else that the tenant is obliged or liable to pay.

Within 10 days, the landlord must provide you with the remaining money (if any) and a statement of account showing the amount used for repairs. If more time is needed, the landlord may provide you with an estimated statement of account. However, they must provide you with the final copy within 30 days.

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The Residential Tenancies Act



In Alberta, the **Residential Tenancies Act** is the law that governs the **rights and responsibilities of landlords and tenants**.

Any contract or term that waives a right, benefit, or any other protection that is provided under the Residential Tenancies Act will be deemed void and invalid.

The Residential Tenancies Act is supported by a number of regulations, which go into greater detail on certain procedures, such as inspection reports and rent increases.

What are "Residential Premises"

- The Residential Tenancies Act **only** applies to residential premises, which are defined as "**any place occupied by an individual as a residence**"
- Residential Tenancies Act also specifies certain types of residences that are excluded from its application.

Excluded Residential Premises

- **Mobile home sites** (this refers to the land on which a mobile home may be located)
- Premises where the **living accommodation is attached to business premises** and both the living and business premises are rented out under one agreement between the landlord and tenant
- **Rented bedrooms where the landlord and tenant share the same common areas**
- **A nursing home**
- **Government associated lodge accommodations for seniors** where extra services are provided for their daily life
- **A hotel, motel, motor hotel, resort, lodge or tourist camp, a cottage or cabin located in a campground or a trailer park, tourist home, bed and breakfast establishment or farm vacation home, if a person resides there for less than 6 consecutive months**
- **Student residences** that are rented out by an educational institution to one of their students, unless the student has exclusive possession of a self-contained unit
- **Supportive living accommodations**
- **Correctional facilities**
- Any other premises that may be dealt with under other Acts

CONDOMINIUMS



Condominium owners who rent out their units are subject to the Condominium Property Act. **Under this Act, the owner has various responsibilities to the condominium corporation, including:**

Provide written notice to the condominium corporation of their:

- intent to rent the unit
- the address where the owner can be served
- the amount of rent they are charging for the unit
- the name of the tenant (within 20 days of the start of the tenancy)
- if the unit is no longer being rented (within 20 days of the end of the tenancy)

Agreeing that the tenant will not damage the condominium's common property beyond normal wear and tear

Informing the tenants of the condominium corporation's bylaws and make them a condition of the tenancy agreement.

Paying a deposit if the condominium corporation requests it (the landlord cannot ask the tenant to pay this deposit);

- The maximum rental deposit that can be charged is either \$1,000 or one month's rent, whichever is greater.
- This deposit is similar to a security deposit. It can be used to repair or replace damaged, destroyed or lost condominium property.
- The deposit must be paid back with any interest earned within 20 days of being notified that the unit is no longer being rented.
- If any of the deposit was used for the reasons above, a statement of account detailing what and how much it was used for must also be provided.

NOTE: In regards to renting condominium units, the Condominium Property Act overrides the Residential Tenancies Act.

CONDOMINIUM CONT.

Eviction

The condominium corporation can evict a tenant for damaging common property or not following the bylaws. Eviction will take effect on the last day of the month following the month notice was given.

- For example, if notice of eviction was given in February, the eviction will take effect March 31st. The notice must be served on the landlord.



Refusing to leave

- The condominium corporation can apply to the Court of King's Bench for an **order requiring the tenant to move-out by a specified date.**
- The condominium corporation can also apply to the Court of King's Bench for an **order requiring the tenant to move-out immediately, if the tenant has caused extensive damage to the common property or has threatened or intimidated other condominium owners/tenants.**
- Any order must also be served on the landlord.



LANDLORDS & TENANTS



Who is a Landlord?

A landlord refers to the owner of the residential premises or their property manager, who acts as the owner's agent and handles the rental property for the owner.

Who is a Tenant?

A tenant is the person who legally lives in the residential premises through an agreement with the landlord. This agreement is typically called a residential tenancy agreement or lease.

OBLIGATIONS OF LANDLORDS AND TENANTS

LANDLORD OBLIGATIONS

- Have the **premises available for occupation** by the tenant at the beginning of the tenancy
- Not unreasonably disturb the tenant's possession or peaceful enjoyment of the premises
- Ensure the premises meet the minimum housing standards set out under the Public Health Act (and related regulations)
- If any of the information changes, they must provide an update to the tenant.
- Provide a **copy of the signed tenancy agreement** to the tenant within 21 days (if the agreement is in writing); and
 - Note: A tenant can withhold rent until they receive a copy of the tenancy agreement
- Provide a written notice, that is dated and signed, indicating that they are electing to have someone else act as landlord on their behalf, if they choose to do so. This notice must detail who the person is and their address.

TENANT OBLIGATIONS

- Paying the rent on time
- To not significantly interfere with the rights of the landlord or other tenants of the premises or common areas that form a part of the residential premises
- To not conduct illegal matters or business on the premises
- To not endanger people or property on the premises
- To not cause or permit significant damage to the premises
- Maintaining the premises in a reasonably clean condition
- To leave the premises at the expiration or termination of the tenancy

Residential Tenancies Agreement



A residential tenancy agreement is another word for a lease. **It occurs between the landlord and tenant when they agree that the tenant will rent the residential premises from the landlord. This agreement can be written, verbal or implied.** However, it is always a good idea to have the terms of the agreement written down so that there is clarity on what the terms of the agreement are.

Common items included in a lease:

- The names of all of the people living in the rental unit
- The name and contact information of the landlord
- The address of the residential premises being rented
- The amount of rent, when it is due, how and to whom it is to be paid
- The period of the tenancy (ex when it starts, when it ends)
- The security deposit amount
- Any additional fees (ex late rent fee, pet fee)
- What utilities are included
- The rules regarding subletting or assigning the lease

All terms of the tenancy agreement must comply with **the Residential Tenancies Act** in order to be valid and enforceable.

Additionally, if the tenancy agreement is in writing, the agreement must contain the following statement in print larger than the other print in the agreement:

“The tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act prevails.”



Two main types of tenancy agreements: fixed and periodic

Fixed Term Tenancy

- Tenant agrees to rent the premises for a certain length of time
- Both the landlord and the tenant must agree to terminate the tenancy early, otherwise a fixed term tenancy ends on the specified time in the agreement
- Notice to terminate a fixed term lease is not required, unless there is a clause in the agreement that states notice is required
- At end of a fixed term tenancy, if the tenant does not move out of the premises and the landlord accepts rent from the tenant, then the fixed term tenancy will be deemed an implied periodic tenancy
- If the fixed tenancy term was less than a month, the implied periodic tenancy period will be weekly
- If the fixed tenancy term was greater than a month, the implied tenancy period will be monthly

Periodic Tenancy

- Rental period renews or continues without notice and without a specified end date
- Without notice meaning not needing to inform someone in writing that the rental period will renew or continue
- Tenancy continues until either the landlord or tenant gives proper notice that the tenancy will end
- Periodic tenancies can vary in length (weekly, monthly, yearly or any other agreed period)

3 forms of periodic tenancy in Residential Tenancies Act

Rent is payable as agreed upon during the tenancy year. Typically, this is each month.

- **Tenancy Week:** a period of 7 consecutive days, where the week begins on the day rent is payable
- **Tenancy Month:** a monthly period, where the month begins on the day rent is payable
- **Tenancy Year:** a period of one year, where the year begins on the day the tenant is first able to possess and move into the residential premises



Responsibility for Rent

Tenants who have entered into a residential tenancy agreement with the landlord are responsible for rent. The landlord can pursue one tenant or all the tenants to pay the entire amount of rent that is due. If someone was authorized by the landlord to reside at the premises, but that person was not in the formal agreement with the landlord to be a tenant, they may be held liable for rent as well.

Terminating a Tenancy

If a landlord is looking to terminate a tenancy due to **non-payment of rent**, the landlord must give the tenant an opportunity to pay the overdue rent. The notice of termination for non-payment of rent must state that the tenancy will not be terminated if, on or before the termination date specified in the notice (minimum 14 days), the tenant pays the overdue rent, as well as any additional rent that has become due as of the date of payment. If all the rent due to the landlord is paid by the tenant before the termination date in the notice, then the notice itself will be ineffective and the lease will continue.

Increasing Rent

For all types of residential tenancy agreements and periods, rent can only be increased once within a 365-day period and not before 365-days have passed since the start of the tenancy.

Additionally, for periodic leases, when a landlord plans to increase rent, they must provide notice.

The notice must be in writing, indicate the date on which the increase is effective, and be dated and signed by the landlord. The period of notice required depends on the type of periodic tenancy:




- **For weekly tenancies**, the landlord must give at least 12 weeks' notice before the date on which the increase is to be effective
- **For monthly tenancies**, the landlord must give at least 3 months' notice before the date on which the increase is to be effective
- **For any other periodic tenancies**, including yearly ones, there must be at least 90 days' notice before the date on which the increase is to be effective

RENT CONT.

NOTE: If the tenancy agreement provides for a longer notice period, then the longer notice period applies. Notice periods shorter than outlined in the Residential Tenancy Act are not permitted.

A tenant may respond to a notice to increase rent with a notice to terminate their tenancy. This notice must be provided far enough in advance so that the termination becomes effective on or before the date the rent increase is to become effective. **The length of time tenants must give their notice depends on the type of periodic tenancy:**

- **For weekly tenancies**, the tenant must give at least 1 tenancy week notice before the date on which the increase is to become effective.
- **For monthly tenancies**, the tenant must give at least 1 tenancy month notice before the date on which the increase is to become effective.
- **For yearly tenancies**, the tenant must give at least 60 days' notice before the date on which the increase is to become effective.

 **There is no rent control in Alberta. There is no limit to the amount that the landlord can increase the rent.** However, if the rent is being increased to well above fair market rate, the tenant could have an argument that the landlord is constructively evicting them (i.e. landlord is trying to evict the tenant in a roundabout way).



RENT ASSISTANCE

If you are struggling to pay rent, you may be able to access a subsidy through **Alberta's Rent Supplement Program**. This program aims to make rental accommodations more affordable for individuals and families. Be aware that the program runs on a first-come-first-serve basis and there may be delays in receiving support.

To qualify for provincial affordable housing programs, all applicants must:

- be a Canadian citizen or permanent resident
- have an income below local income guidelines as determined by the market for that community.
- Check the income thresholds at the following link to see if you qualify:

<https://open.alberta.ca/publications/income-thresholds>

RENT ASSISTANCE CONT.

NOTE: Evacuees from Ukraine with Canada-Ukraine Authorization for Emergency Travel are eligible to apply for temporary rent assistance.

The two types of rent assistance are detailed below:

Rent Assistance Benefit

This is a long-term benefit that subsidizes rent for Albertans with low income. This benefit is:

- paid directly to tenants
- available through most housing management bodies across Alberta
- amount received is calculated based on household income and local market rent
- may be renewed annually
- no limit to annual benefit renewals if eligible



Temporary Assistance Benefit

This short-term benefit provides a subsidy for working households with low income or those between jobs. Support helps eligible tenants pay their rent while they improve their situation.

This benefit is:

- paid directly to tenants
- available for households in Calgary, Edmonton, Fort McMurray, Grande Prairie, Lethbridge, Medicine Hat and Red Deer, and most surrounding communities
- the amount received is calculated based on household size and location and will be reduced in the second year
- there is a 2-year limit with eligibility reassessed after the first year
- households can reapply for rent assistance at the end of 2 years

RENT ASSISTANCE CONT.

Temporary Rent Assistance Benefit

Additional eligibility criteria for Temporary Assistance:

- must be employed or have been employed in the last 24 months
- must not be receiving social assistance, including:
 - Income Support
 - Learner Income Support
 - Assured Income for the Severely Handicapped
 - Alberta Seniors Benefit
 - Guaranteed Income Supplement
 - Old Age Security

Use the “**Find Housing**” tool at the following link to apply for the rent subsidy or access other affordable housing options: <https://findhousing.alberta.ca/>

SECURITY DEPOSIT



Most residential tenancy agreements require that the tenant pay the landlord a security deposit or a damage deposit.

- This deposit **cannot be greater than one month's rent** as agreed upon at the start of the residential tenancy agreement.
- The deposit **cannot be increased**, even when the rent is later increased.
- The deposit cannot be used for 'normal wear and tear' that occurred during the tenancy.

Normal wear and tear: reasonable deterioration in the condition of the residential premises that occurs with time despite care & maintenance

SECURITY DEPOSIT CONT.



- The landlord **must return the unused portion of the security deposit to the tenant within 10 days** from when the tenant moves out of the premises and returns the keys.
- If a portion of the security deposit is being legally kept by the landlord, then the tenant must be given a **"Statement of Account"** showing what the security deposit is being used for.



- If the amount is disputed, **the landlord must also provide an estimate of how much the cost will be** and return the remainder of the deposit based on the estimate.
- **A final statement of account along with any remaining money must be provided to the tenant within 30 days of them moving out.**

The residential tenancy agreement can indicate conditions in which deductions may be made to the security or damage deposit.

Such conditions may include:

- Any outstanding rent owed or costs of changing the locks if keys are not returned
- Tenants cannot rely on their deposit as being used for their last month's rent
- They must still pay rent as the deposit may be required to cover certain costs and the balance will be returned to the tenant

The deposit cannot be used for normal wear and tear.

If either the move-in or move-out inspection report was not properly completed, then the landlord cannot make any deductions from the deposit for damage to the property.

ASSIGNMENT OR SUBLEASE

A landlord may allow a tenant to assign or sublet the residential premises to another individual.

A tenant must obtain the landlord's written consent before they can create a valid assignment or sublease. A landlord shall not refuse consent to an assignment or sublease unless there are reasonable grounds for the refusal, which must be provided to the tenant in writing.

If a landlord does not respond to a request for consent within 14 days after receiving the request, the landlord is deemed to have consented. A landlord cannot charge a fee to the tenant for consenting to an assignment or sublet.

ASSIGNMENT

A tenant assigns their rights, responsibilities, and obligations under the residential tenancy agreement to another person and they are no longer involved in the agreement

SUBLET

- When a tenant keeps their residential tenancy agreement with the landlord but rents out the residential premises to another person and becomes the 'landlord' over this other person
- When subletting occurs, there are essentially two residential tenancy agreements
- One will be between the first landlord and first tenant, the second will be between the first tenant and their subletting tenant
- The first tenant is therefore still involved with the rental premises and is still liable to the first landlord including for any damage caused by the subletting tenant or any unpaid rent.



ENTRY OF PREMISES



Generally, a landlord cannot enter the residential premises without the permission of the tenant or an adult who is allowed to be on the premises by the tenant.

However, if the landlord has reasonable grounds to believe that the tenant has abandoned the premises or there is an emergency that requires immediate entry, the landlord may enter without permission.

Additionally, a landlord can enter the residential premises without the permission of the tenant if they have provided written notice of at least 24 hours in advance of the time of entry, and the time of entry is between 8am to 8pm. The date of entry also cannot be during a holiday or the tenant's day of religious worship, unless the tenant provides written consent to allow them to enter on such a day. Sunday is presumed to be a tenant's religious day of worship so if you observe a different day of religious worship, be sure to notify your landlord of that fact in writing.

Valid Reasons for Entry:

- To inspect the state of repair of the premises;
- To make repairs on the premises;
- To take necessary steps to control pests in the premises to ensure the premises meet standards in that regard that are required under any law in force in Alberta;
- For the purposes of showing the premises, whether directly or through a real estate broker, to prospective purchasers or mortgagees of the premises;
- To show the premises to prospective tenants after a landlord or tenant has served notice of termination of a periodic tenancy or during the last month of a fixed term tenancy.

Notice for entry to the premises must be in writing, be signed by the landlord or their agent, state a valid reason for entry, and identify the date and time of entry.



LOCKS AND SECURITY DEVICES



Generally, during a tenancy neither the tenant nor the landlord can change the methods of access to the residential premises, such as adding or changing a lock or security device, without the consent of the other party. However, there are some exceptions:

- A landlord or tenant **may add or change locks** on doors if the **key is made available** to the other party **immediately**.
- A tenant may **install a security device without the landlord's permission** if:
 - It is capable of being put into effect only while a person is inside the residential premises; and
 - Can be installed and removed without damaging the premises or can remain attached to the premises after the tenancy is terminated.

Where there is an agreement to change locks or add security devices, the keys and/or codes must be provided by the party making the change to the other party.

TERMINATING A TENANCY



Generally, to terminate a tenancy agreement, the landlord or tenant must provide the other party with proper notice.

To be considered “proper”, the notice must:

Proper Notice

- Be in writing;
- Be signed by the person giving notice (or their agent);
- Identify the premises involved (i.e. the address);
- State the date on which the tenancy is to be terminated; and
- If it is the landlord terminating the tenancy, they must provide a valid reason for doing so.

Proper notice must be given for the termination to be valid. **The period of time required depends on who is terminating and the type of periodic tenancy. Typically, terminations take effect on the last day of the tenancy period** (i.e. for weekly tenancies, at the end of the week; for monthly tenancies at the end of the month).

WEEKLY TENANCIES

The **landlord or tenant must give 1 week notice**

MONTHLY TENANCIES

The **tenant must give 1 month notice**
The **landlord must give 3 month notice**

YEARLY TENANCIES

The **tenant must give at least 60 days** before the last day of the tenancy year

The **landlord must give at least 90 days** before the last day of the tenancy year.

For termination due to a condominium conversion, 180 days' notice must be given.

If a notice is not served within the time period specified in the Residential Tenancies Act, it can still be effective in terminating a tenancy; however, the date of termination as provided in the notice will not be the date in which the termination takes effect.

The termination will take effect on the last day of the first complete required notice period.

For example, if a tenancy week begins on a Tuesday and ends on a Monday, the notice must be given on Tuesday for the tenancy to end on the upcoming Monday. If the notice was given on Wednesday, then the tenancy would not end until the following Monday in order accommodate the required complete tenancy week period (Tuesday to Monday).

Generally, unless the landlord and tenant agree on a different time, the tenancy ends at noon (12pm) on the last day of the tenancy.

Service of Notices + Orders

The **Residential Tenancies Act** requires notices, orders and documents to be initially served personally or by registered mail on the other party. If the landlord is unable to serve the notice on the tenant because the tenant is not at the residential premises or is evading service:

- The notice can be served on any adult who apparently resides with the tenant, or by posting it in a conspicuous place on some part of the residential premises
- Electronic service (e.g. email) is a last resort if a landlord or tenant cannot contact the other party in person, by registered mail or by posting a notice on the premises. The electronic method must result in a printed copy of the notice.
- Sliding a notice under the door of residential premises does not meet the RTA requirements for serving notices.
- Security deposit refund cheques and statements of account can be served personally, by registered mail, or if agreed to by both parties, by e-transfer.

The landlord can only terminate a periodic tenancy for the following valid reasons:

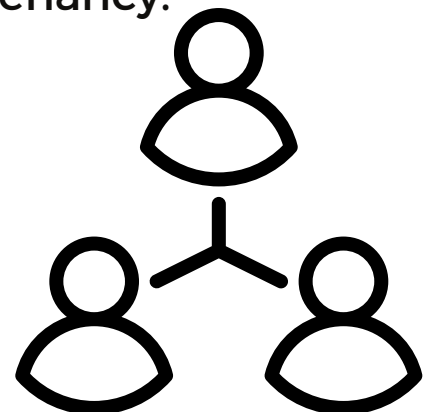
- The tenant obtained tenancy of the premises because they were an employee of the landlord and that employment has ended;
- The residential premises is included or proposed to be included in a condominium plan that has been or will be registered at the land titles office AND the termination of tenancy is needed so that the premises can be sold as part of or wholly as a condominium unit;
- The landlord or their relative intends to occupy the premises;
- The landlord has entered into an agreement to sell the premises and all the conditions of the sale have been met and the purchaser has made a written request that the landlord give a notice of termination to the tenant because:
 - The purchaser or their relative plan to live in the premises; or
 - The agreement is to sell a unit that is either a condominium or a dwelling unit that is detached or semi-detached;

- The landlord plans to either demolish or complete a major renovation that will significantly affect the premises;
- The landlord plans to use the residential premises for a non-residential purpose;
- If the landlord is an educational institution and the tenant was their student at the time the tenancy began, but will no longer be a student by the termination date;
- There has been a substantial breach of the tenancy agreement by the tenant
- The tenant has caused or allowed significant damage to the premises;
- The tenant has physically assaulted or threatened to physically assault the landlord or another tenant

TERMINATION OF A TENANCY OF AN EMPLOYEE

If a tenant is an employee of the landlord and the employment is ending, then the tenant or landlord will still need to provide a notice of termination of tenancy.

The landlord or tenant may follow the above notice periods or they may choose to use a period that is the longer of either 1 week or equal to the period of notice of termination of employment.



The period of notice for termination of employment may be as per the minimum required by any applicable Alberta law regarding the employment or as agreed upon between the parties.

TERMINATION OF A TENANCY FOR SUBSTANTIAL BREACH

If there is a substantial breach of the tenancy agreement by either the tenant or landlord, an application by the other party can be made to the Court to terminate the tenancy or they can give **14 days' notice** to terminate the tenancy.

Notice of termination for substantial breach must:

- Be in writing;
- Be signed by the person giving notice (or their agent in the case of a landlord);
- Set out the reasons for termination
- Set out the termination date



A tenant can only terminate a tenancy for a substantial breach by the landlord if the conditions of the premises pose a public health concern or hinder the prevention/suppression of disease.

- If these are concerns, the tenant must first have an inspection completed by an executive officer delegated by the Public Health Act.
- If a public health concern or risk is found, the executive officer will issue an order to the landlord to resolve the concern.
- The substantial breach by the landlord occurs if they do not comply with the order. At this point, the tenant can apply to terminate the tenancy for substantial breach.

If it is the landlord seeking to terminate the tenancy due to a substantial breach, they must also set out the rent due as of the date of the notice plus any additional rent that may become due after the notice is given.

- If the landlord is seeking to terminate a tenancy due to non-payment of rent, as mentioned above, the landlord must give the tenant an opportunity to pay the overdue rent.
- The notice must state that the tenancy will not be terminated if the tenant pays the overdue rent, as well as any additional rent that may incur between the day of the notice and the day of payment, on or before the termination date set out in the notice.

A notice of termination for substantial breach, given by a tenant to their landlord, is ineffective if:

- A written notice of objection is provided by the landlord to the tenant within 7 days of receiving the tenant's notice to terminate the tenancy.
 - **The objection must be on the grounds that:**
 - The landlord actually complied with the order issued under the Public Health Act; or
 - The landlord was granted a stay of the order (the order is not being enforced).
 - These grounds must have already occurred by the time the landlord gives the tenant the notice of objection.

A notice of termination for a substantial breach, given by a landlord to their tenant, is ineffective if:

- The breach was in regards to overdue rent and the tenant has paid the outstanding rent as well as any additional rent due on the date of payment.
 - The payment of overdue rent must be on or before the termination date.
- On or before the termination date, the tenant serves a written **notice of objection** on the landlord outlining their reasons for objecting.

TERMINATION OF A TENANCY FOR DAMAGE OR ASSAULT

A landlord can give **24 hour** notice for termination of tenancy if a tenant:

- Has caused significant damage to the premises;
- Has allowed significant damage to occur to the premises;
- Has physically assaulted the landlord or another tenant; or
- Has threatened to physically assault the landlord or another tenant.

The notice must:

- Be in writing;
- Be signed by the landlord or their agent
- Indicate the reasons for termination
- Indicate the time and date of termination

The landlord may make an application to a court within 10 days after the termination date to confirm the termination of the tenancy if the tenant does not move-out on or before the termination date.

To make this application, the landlord will need to include an affidavit (a written, sworn, statement of fact) that describes the damage, physical assault, and/or threat, as well as a copy of the notice served.

If the landlord fails to make this application within 10 days, the notice to terminate due to damage or assault will be ineffective and the tenancy is deemed to have never been terminated.

ORDER FOR RECOVERY OF POSSESSION

If a tenant does not leave by the termination date after being given proper notice, a landlord can apply to a court for an order requiring the tenant to leave and return the possession of the premises to the landlord.

This order can be enforced by a civil enforcement agency, also known as a bailiff. A civil enforcement agency has the authority to evict any occupants of the premises.

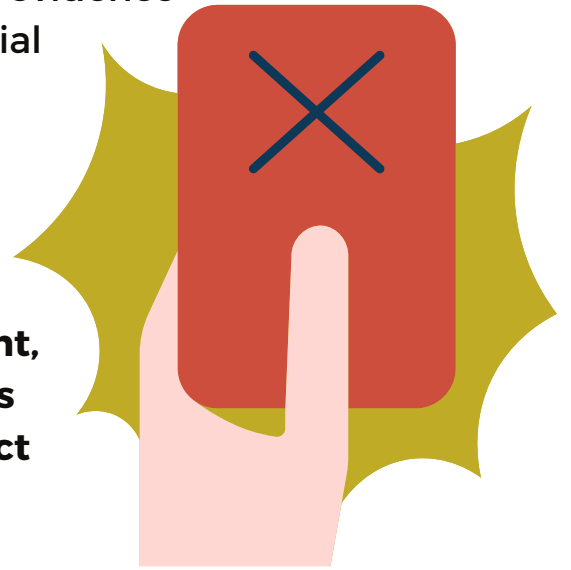
PROHIBITION TO TERMINATION OF TENANCY

A landlord cannot penalize a tenant for exercising a right under the Residential Tenancies Act or the Public Health Act, such as making a court application or filing a statement or complaint.

In addition, a landlord cannot penalize a tenant for assisting with an investigation/inquiry or giving evidence at a hearing for matters related to the Residential Tenancies Act or the Public Health Act.

FRUSTRATION OF THE TENANCY AGREEMENT

“Frustration” occurs when an unexpected event, not caused by any party to the contract, occurs that makes it nearly impossible for the contract to continue the way it was intended. When a contract is frustrated, it no longer binds the parties.



A residential tenancy agreement is a type of contract that can be frustrated when:

- The residential premises are destroyed;
- The residential premises, common areas, or property of which they form a part of are damaged to the point that it would not be reasonable to do repairs or for the tenant to stay until the damages are repaired;
- An order under the Public Health Act closes the premises or declares it inhabitable or makes it difficult for a tenancy to be reasonably continued; or
- The premises, common areas, or property of which they form a part of are found to breach housing health and safety regulations and the breaches are not addressed properly.

TERMINATION OF TENANCY THROUGH A SAFER SPACES CERTIFICATE

Victims of domestic violence can end their tenancy without financial penalty by obtaining a **Certificate Confirming Grounds to Terminate Tenancy**. Once you receive the certificate, you can serve it to your landlord - along with a signed, written notice to vacate - in person or by registered mail. The notice must be served at least **28 days** before you move out, and within 90 days after the date on which the certificate was issued.



Once notice is given, the tenancy agreement will be terminated on the date stated in the notice. The tenancy agreement is terminated for all tenants living in the rental unit.

Important Note: Tenants are still responsible for paying rent during the period of notice and can request that the landlord apply the security deposit as a payment of rent for the notice period.

Tenants can request a certificate if:

- they are named on a rental agreement with a landlord
- their safety, or the safety of a dependent child or dependent adult in the home, is at risk if the tenancy continues

How to obtain a certificate:

1. **Provide one of the following court documents:** Emergency Protection Order; King's Bench Protection Order; Peace Bond; Restraining Order; Other relevant court order.
2. **Obtain a Certified Professional Statement.** This confirms that the tenant is a victim of domestic violence. Download the form online and get a certified professional to sign it for you. All information can be found at:
<https://www.alberta.ca/safer-spaces-certificate-apply.aspx>
3. **Send your contact information and document by:**
 - a. **Email:** css.saferspaces@gov.ab.ca
 - b. **Fax:** 1-800-666-5014
 - c. **In person:** Alberta Supports Centre

Once all the information is received and reviewed, a certificate will be issued to you within 7 days. A Safer Spaces Advisor will contact you directly to discuss the delivery option that works best for you.

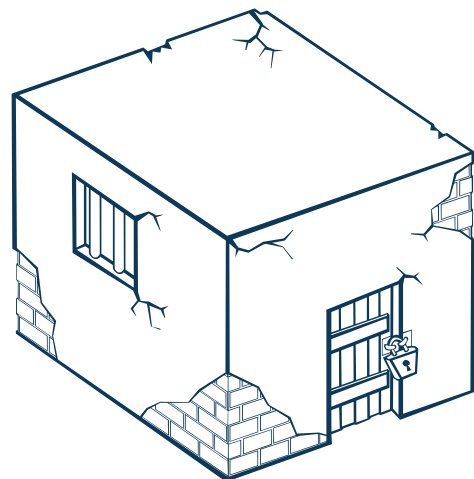
If you are at risk of domestic violence, you DO NOT need to wait until you receive your certificate before moving out. Call 911 if you are in immediate danger. Call 310-1818 for information on supports available to you.

ABANDONMENT OF PREMISES BY TENANT



If the landlord knows or has reasonable grounds to believe that the tenant has abandoned their tenancy, the landlord can choose to accept the abandonment as a termination of the tenancy or refuse to accept it and continue the tenancy.

If the landlord chooses to accept the abandonment as a termination of the tenancy, they can recover any losses they experienced, such as damages that occurred before the abandonment of the premises as well as any rent they would have received before a proper termination date.



A proper termination date would be the last day of a fixed term tenancy, or, for periodic tenancies, on the last day of a proper notice of termination.

With abandoned periodic tenancies, it is assumed that the date of abandonment acts as proper notice and the tenancy will be terminated after the required period of notice is fulfilled.



Whether or not the landlord accepts the abandonment as a termination of the tenancy, the landlord has a duty to reasonably mitigate the liability of the tenant by seeking a new tenant.



Once they have a new tenant, the landlord is deemed to have accepted the abandonment as a termination of the former tenant's residential tenancy agreement and cannot continue seeking rent from the former tenant.

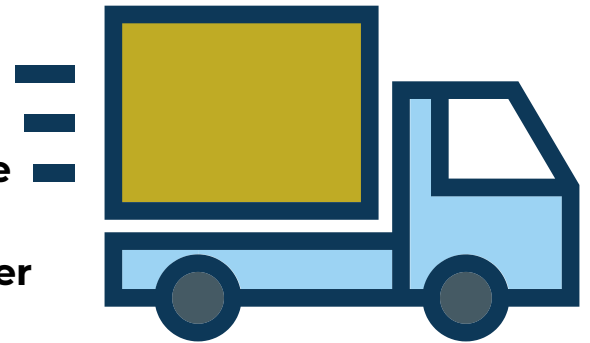
However, the landlord may continue to seek rent from the former tenant until the termination date if they are unable to find a new tenant.



MOVE-IN DATE

A landlord has a duty to ensure that the tenant can move into the premises on the date the tenancy begins and that the premises meets the minimum standards that make it habitable.

If the landlord fails to meet either of these obligations, the tenant can cancel the residential tenancy agreement and recover general and potentially special damages resulting from this breach.



For a tenant to successfully get special damages, they would have to show that the landlord could have reasonably expected that the damages would occur due to the breach.

INSPECTION REPORTS

An inspection report should be completed together by both the landlord and tenant within a week of:

- A tenant taking possession of the residential premises; and
- A tenant giving up possession of the residential premises.



A landlord may complete an inspection report without the tenant if the tenant does not agree to participate in the inspection after the landlord has provided 2 potential times for the inspection to take place, where the proposed times are:

- On different days;
- On days that are not holidays; and
- Between 8am and 8pm



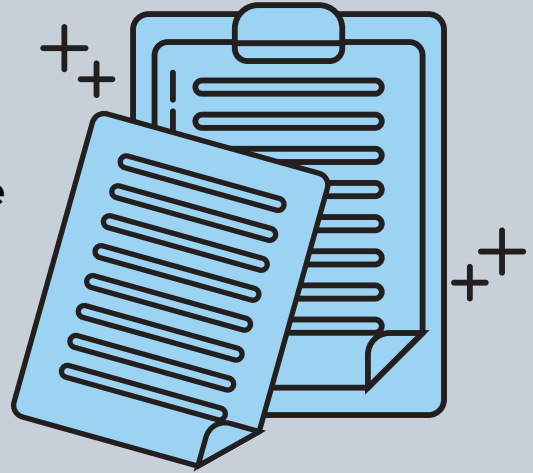
Note: The inspection would take place on one of these days provided.

An inspection report must contain a description of the condition of the premises and have the following statements:

- "Inspections should be conducted when the premises are vacant unless the landlord and tenant or their agents otherwise agree."

This statement must be signed by the landlord or landlord's agent

- "The inspection of the premises was conducted on (date) by (landlord or landlord's agent) and by (tenant or tenant's agent)."



BOTH

- "I, (name of tenant or tenant's agent), agree that this report fairly represents the condition of the premises."
- "I, (name of tenant or tenant's agent), disagree that this report fairly represents the condition of the premises for the following reasons:"

Both statements must appear on the inspection report but the tenant or their agent must sign only one of these.

- If a tenant or their agent refuses to sign one of these statements, then the following statement must be included and be signed by the landlord or their agent:
 - "The tenant or tenant's agent present at the inspection refused to sign the tenant's statement."
- If no tenant or tenant's agent was present at the inspection, the following statement must be included and be signed by the landlord or their agent:
 - "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."

ABANDONED GOODS



If a tenancy has ended and the tenant has moved-out or abandoned the premises, goods that are left behind are considered to be “**abandoned goods.**”

If a civil enforcement agency has an order of possession against something that is left on the premises, it is not considered an “abandoned good” that the landlord can dispose of.

If there are abandoned goods, the landlord must keep a record, for at least 3 years of:

- What the goods are;
- How long and where they were stored;
- Costs incurred by the landlord relating to the goods;
- How and where they were sold/disposed of; and
- How the proceeds of sale were allocated.

A landlord is not required to store abandoned goods if they reasonably believe that the total market value of the goods is less than **\$2,000**. In such instances, the landlord can dispose of the goods in any manner they wish unless they agreed to store the goods.

If the total market value of the goods can reasonably be assessed to be greater than **\$2,000**, the landlord is required to store the goods for the tenant for at least 30 days, **UNLESS:**

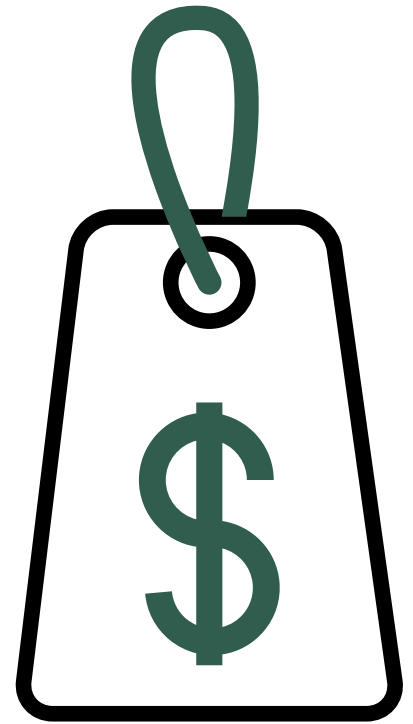
- It would be unsanitary or unsafe to store the goods;
- Storing the goods would result in a rapid and substantial depreciation of their total market value; or
- The cost of removing, storing, and selling the goods are greater than what the goods would be worth at market value.



If one of these exceptions apply, a landlord may sell the goods for a reasonable price.

- If the landlord is required to store the goods for at least 30 days, the landlord must first try to dispose of them by placing the goods in a public auction unless they obtain a court order approving a private sale of the goods.
- If there are no successful bids during a public auction, the landlord may dispose of the goods in any manner they wish.

If the landlord still has the abandoned goods and the tenant returns to claim them, the landlord is only required to return the goods to the tenant if the tenant pays the landlord's costs of removing and storing the goods.



A landlord may use the proceeds of any sale of the goods to pay for their costs of removing, storing and selling the goods, as well as any other liabilities owed to them by the tenant.

- To use the proceeds of sale for liabilities (e.g. rent or damage), the landlord must file an affidavit (a written, sworn, statement of fact) along with evidence supporting the amounts being claimed.
- The affidavit must then be mailed to the last known address of the tenant.
- Liability can also be established by a court order.

Any money remaining from the sale of the goods are to be paid to the Minister of Service Alberta, who will then hold onto the surplus for 1 year. If the tenant does not claim it, the money goes into the General Revenue Fund and the tenant will no longer be entitled to the money.

NOTICE TO VACATE

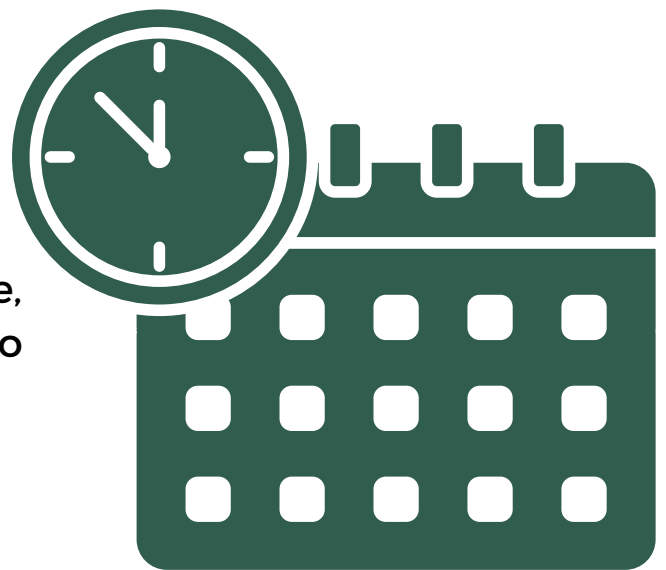
A “notice to vacate” is not the same thing as a notice to terminate a tenancy because it is only used by the landlord to evict a person who is residing on the premises but is not a tenant.

If the tenant has abandoned the premises but a person who is not a tenant is still living on the premises, a notice to vacate must give the person **48 hours** to leave the premises.

If the tenant is still living on the premises and has a person who is not a tenant residing there as well, a notice to vacate must give that person **14 days** to leave the premises.

A notice to vacate must be written, signed by the landlord or their agent, and set out the time and date that person must leave by.

If the person does not leave by the time and date indicated in the notice, the landlord can apply to the Court to terminate the tenant's agreement and to order the possession of the premises to be returned to the landlord.



REMEDIES

COMPENSATION TO THE LANDLORD

If a tenant fails to leave the premises by the end of the tenancy, the landlord can apply to a court for general and special damages.

A landlord will be entitled to special damages where the landlord is liable to the new tenant because of the landlord's inability to deliver possession of the premises to the new tenant due to the old tenant's refusal to leave, provided that the old tenant could have reasonably foreseen that the said liability could arise from their refusal to leave.

COMPENSATION TO THE TENANT

If a landlord failed to fulfil their obligations and the tenant experienced some expense or had to carry out the obligation themselves (such as repairs), they can apply to a court to receive compensation from the landlord.

RESIDENTIAL TENANCY DISPUTE RESOLUTION SERVICE (RTDRS)

The RTDRS is a tribunal that has been established to deal with matters arising under the Residential Tenancy Act. It provides an alternative to going to court for resolving disputes between landlords and tenants.

Any order from the RTDRS can be enforced by the courts.

If monetary compensation or damages are being sought, the total amount being claimed must be **less than \$50,000** in order to proceed through the RTDRS.

If the total amount claimed is more than \$50,000, the matter will need to go to either the **Court of King's Bench**, or the **Alberta Court of Justice**. Which level of court is used will depend on the situation. It is a good idea to monitor the RTDRS Rules of Practice and Procedure in case there are changes made to the maximum amount that can be claimed through RTDRS.

Similar to court claims, an RTDRS action must be started within **2 years** from the date when the party knew or ought to have known of the breach.

The application and instructions for filling a RTDRS claim regarding a landlord and tenant dispute can be found online at:

<https://www.servicealberta.ca/landlord-tenant-disputes.cfm>.

PROVINCIAL COURT AND COURT OF KING'S BENCH

The Residential Tenancies Act allows a party to seek relief (e.g. compensation, damages, or any kind of judgement) through both the Alberta Court of Justice as well as the Court of King's Bench. **As of August 1, 2023, if a party is seeking a remedy worth less than \$100,000, they can apply to the Alberta Court of Justice for a judgment.** If a party is seeking a remedy worth more than \$100,000, they **must** apply to the Court of King's Bench for a judgment or forfeit their claim in excess of \$100,000 in order to keep the matter in the Alberta Court of Justice.

TENANT SUPPORT

Tenant Support provides information and advice tenants regarding their rights and obligations. It can also provide free mediation services in the Edmonton area with the written consent of both the tenant and landlord.

However, it is important to note that courts and the RTDRS are not bound by information provided by Tenant Support. As such, advice from Tenant Support and mediation agreements formed through its service may not be legally binding.

WHO CAN I CALL FOR MORE HELP OR INFORMATION



Student Legal Services: Civil Law Project

Ph: 780-492-8244
Admin: 780-492-2226
Fax: 780-492-7574

11036 88 Ave NW
Edmonton, AB T6G 0Z2

Law student caseworkers can provide basic legal information on various topics in civil law, such as landlord-tenant matters, as well as information on various resources for more in-depth assistance. The caseworkers are also able to act as an agent in certain civil law matters, such as with Residential Tenancy disputes, wrongful dismissal, and WCB hearings.

Civil Claims Duty Counsel

Room 262, Alberta Court of Justice
1A Sir Winston Churchill Square
Edmonton, AB T5J 0R2

Hours of Operation:
Tuesday 10:00 to 2:00 pm
Wednesday 12:00 to 4:00 pm
Thursday 9:00 to 4:00 pm

Volunteer lawyers provide limited services for Alberta Court of Justice civil matters, including summary legal advice, procedural information, helping prepare forms, and helping prepare for trials, motions, and other appearances.

Edmonton Community Legal Centre

Ph: 780-702-1725
www.eclc.ca

Telus House, South Tower
Second Floor, 10020 – 100 Street
Edmonton, AB T5J 0N3

Provides legal services for low-income Albertans in certain areas of family and civil law. These services include free legal information, referral, and legal education. ECLC may also be able to provide legal advice if you fall within their eligibility criteria.

Residential Tenancy Dispute Resolution Service (RTDRS)

Unit 112, 10025 - 102A Avenue
Edmonton, AB T5J 0T2

Ph: 310-0000 and then
780-644-3000

Provides an alternative method to going to court for resolving disputes between landlords and tenants and an order that comes from the RTDRS can be enforced by the courts.

Consumer Contact Centre

Ph: 780-427-4088

Provides information and advice to landlords regarding their rights and obligations.

Tenant Support

Ph: 780-496-5959

16606 127 Avenue NW
Edmonton, AB T5C 1P9

Provides information and advice to tenants regarding their rights and obligations. They are also able to provide free mediation services within Edmonton with the written consent of both the tenant and landlord. Tenant Support now offers two free in-person Tenant Empowerment courses to help you navigate the rental market - see the following link to register:
https://www.edmonton.ca/programs_services/housing/tenant-support.

Alberta Health Services- Environmental Public Health

(eg. Housing Conditions)
Suite 700, 10055 106 Street NW (HSBC Building)
Edmonton, AB T5J 2Y2

Contact form
<https://ephisahs.albertahealthservices.ca/create-case/>

Provides information regarding health risks while also enforcing compliance with the Public Health Act. If there is concern of a risk, Albertans may contact the Program through an online form to request an inspection and assessment. This is not a drop-in service, so call for information first.

Other Resources:

Civida

10232 112 Street NW
Edmonton, AB T5K 1M4

Main Office Ph: 780-420-6161
Email: help@civida.ca
Website: <https://civida.ca/>

Provides different housing programs to help folks maintain housing. Programs range from providing a subsidy, to helping an individual with rent at a unit they are already settled into, to providing an affordable housing rental unit to those who are still looking to secure housing. They can also provide an informative program to assist those seeking to purchase a new home.

Greater Edmonton Foundation

Ph: 780-482-6561

14220 109 Avenue NW
Edmonton, AB T5N 4B3

Provides subsidized housing for seniors in Edmonton. Different types of housing are available, ranging from self-contained units to lodge-style residence.

Bissell Centre Edmonton

10527 96 Street NW
Edmonton, AB T5H 2H6

Homeless to Homes General
Information Line: 587-341-2074

Can help low-income individuals experiencing homelessness in Edmonton find low-income housing. They can also help individuals pay their security deposits and first month rent, as well as provide furniture.

NOTES

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