A 2011 Alberta Guide to the Law

LANDLORDS & TENANTS

Student Legal Services of Edmonton
GENERAL
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IMAGES
The Residential Tenancies Act is the law in Alberta that governs most places that people live in and call home. There are some important exceptions like mobile homes, hotels, social care facilities, or university residences that you should be aware of. The Residential Tenancies Act deals with rights and responsibilities for both the landlord and tenant during a rental situation.

What you need to know...

The most important responsibility for a tenant is to pay rent on time every month. There are very few situations where a tenant will not be responsible for the full amount of rent. The tenant will also have to follow the lease agreement unless they can come up with a new agreement with the landlord. The tenant must also not damage the premise and anything beyond wear and tear can be taken out of the security deposit.

Obligations of a landlord...

A landlord also has a number of responsibilities including: making the premises available and habitable for the entire lease period, conducting in and out inspection reports, repairing any major issues on the premises, and notifying the tenant of any changes in rent or regarding the lease agreement.
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LANDLORD & TENANTS

“Landlord and tenant law” is the law that deals with the renting of houses and apartments, and the legislation for this law in Alberta is the Residential Tenancies Act.

RESIDENTIAL PREMISES: The Residential Tenancies Act applies to “Residential Premises”, which includes most places that people live in and call home, such as apartments, houses, or self-contained rooms that are rented. Other forms of accommodation, such as nursing homes, hotels, mobile homes, social care facilities, seniors homes, university dormitories, rooms in a house where the landlord lives, and commercial properties, are not considered “Residential Premises”. Persons who rent a condominium should see the section on Condominiums below.

THE LANDLORD

A “landlord” is defined in the Residential Tenancies Act as the owner of the rented premises, the property manager of the rented premises, or any other person who has the job of deciding whether or not people will be allowed to become tenants.

1. Discrimination by the Landlord

A landlord is not allowed to discriminate against tenants on the grounds of race, religious beliefs, colour, sex, marital status, ancestry, place of origin, physical characteristics, sexual orientation, or source of income as long as it is a lawful source. (In general, age is not a protected ground in the area of tenancy). Discrimination complaints are directed to the Alberta Human Rights Commission Office. (Please see the Student Legal Services pamphlet on Human Rights & Discrimination for more information.)

THE TENANT

Under the Residential Tenancies Act, a “tenant” is someone who is renting property under an agreement with the landlord or someone who lives with the renter with authorization from the landlord. The definition of “tenant” also includes anyone who is renting from a previous tenant under a “sublease” or by “assignment”. The heirs of a tenant may also have tenant status.

THE TENANCY AGREEMENT

1. General Information
The landlord/tenant relationship begins when the landlord agrees to rent the premises to the
tenant. An agreement can be written or verbal, but a written agreement is better because it is evidence of the agreement. A standard tenancy agreement form may be obtained from the Landlord and Tenant Advisory Board. Generally, the terms of the agreement may not be changed after it has been made until the end date of the rental agreement, unless both the tenant and the landlord agree to make changes. Tenants cannot agree to waive any rights given to them by the Residential Tenancies Act.

2. **Requirements**
A valid tenancy agreement must include the following:

a. The names of the parties. A landlord may also require the names of others who are living as occupants, such as spouses and children.

b. A description (address) of the premises to be rented.

c. The date the tenancy agreement is to start, the amount of rent to be paid, and all other terms to which the parties have agreed.

If the agreement does not contain some or all of these things, it may be an invalid contract. If a term of the tenancy agreement contradicts the Residential Tenancies Act, the Act overrides that term. The rest of the agreement, however, is still valid and binding.

3. **Types of Tenancy Agreements**
There are two types of tenancy agreements:

a. Periodic Tenancy
   
   A periodic tenancy is one that does not end on a previously agreed fixed date. An agreement is periodic if there is no end date in the tenancy agreement. The tenancy continues until either the landlord or tenant gives proper notice to end it. (See the section on Termination of Tenancies below).

b. Fixed Term Tenancy
   
   In a fixed tenancy, the tenant agrees to rent the premises for a certain length of time for a certain amount of rent. At the end of the agreed length of time, the tenancy ends. Notice that you are moving out is only required if there is a clause in the agreement which says that notice is required. At the end of a fixed term tenancy, if the tenant does not move out of the premises and the landlord accepts rent from the tenant, the fixed term tenancy may become a periodic tenancy.

4. **Responsibility for Rent**
Whoever signs the tenancy agreement is responsible for paying the rent. If more than one person signs the agreement, the landlord can require any one of the tenants to pay the whole amount of rent that is due. Although the law in this area is unclear, it appears that the landlord may also be able to hold a person who is permitted to occupy the premises, but who has not signed the tenancy agreement, responsible for the rent of the unit.
WHEN THE TENANT MOVES IN

1. **Availability of Premises**
The landlord must make the premises available to the tenant so that the tenant can move in on the agreed date. If the premises are not available, the tenant may either cancel the tenancy agreement and live somewhere else, or apply to the Court of Queen’s Bench for a court order forcing the landlord to make the premises available.

The tenant also has the right to sue the landlord for any reasonable losses that the tenant suffered because he or she could not move in on time. Reasonable losses may include the cost of a motel with cooking facilities for a few days, until the tenant can find another place to live.

2. **Habitability of Premises**
All premises must be habitable when the tenant moves in. "Habitable" means that the premises must not present any risk to the life or the health of the tenant. Also, the premises must be in a reasonable state of repair and cleanliness. The Residential Tenancies Act stipulates that the premises must meet the minimum standards for rental housing as set out in the Housing Regulation and Minimum Housing and Health Standards under Alberta’s Public Health Act. These standards include:

   a. Roofs, walls and windows must be waterproof, wind proof, and weather proof.
   b. Both outdoor and indoor stairways, porches, and landings must be safely built.
   c. Walls should be clean with no major cracks or damage.
   d. Floors should not have splinters, major cracks, or depressions, and should be easy to keep clean.
   e. There should be a sink and toilet available for residents to use.
   f. If the house is hooked up to public waterworks, there should be hot and cold water available.
   g. The plumbing should have no leaks or defects.
   h. There should be proper ventilation in the bathroom.
   i. The heating should be sufficient to allow all rooms to be at a minimum of 22 C°.
   j. Gas stoves must not be in a room which is used for sleeping and the gas system must not be leaking.
   k. Every room, except the bathroom, must have a window and the ceiling must be at least 7 feet or 2.3 metres high, over at least half the room.

The tenant may make a complaint to Alberta Health Services about housing conditions. If the tenant caused the poor condition of the premises themselves, then the landlord may not need to repair the premises.
If the premises are not habitable when the tenancy is to begin, and the tenant has found alternative accommodation, the tenant can apply to terminate the tenancy by reason of breach. The court must find that the breach is of such significance that the tenancy must be terminated.

3. **Copy of Agreement**
Where there is a written tenancy agreement, the landlord must give the tenant a complete and signed copy of the agreement within 21 days of the tenant signing it. If the landlord does not give the tenant a copy of the agreement within 21 days from the time the agreement is signed, then the tenant may withhold payment of the rent until he or she receives a copy. The tenant still owes the landlord the rent and must pay the landlord the full amount when he or she does receive a copy. Before withholding rent, the tenant should contact one of the legal resources at the end of this brochure for further information.

4. **Promises in Writing**
A tenant should get in writing the promises that the landlord made to the tenant before he or she decided to rent the premises. If the landlord makes a promise, such as, “We'll repaint the apartment before you move in”, or “We'll replace the rug once you're in”, or “If you do the repairs, we'll reduce your rent”, it is best to get these promises in writing. Having the promise in writing will help to avoid misunderstandings with a landlord, and the tenant will have proof of the bargain that was made.

**INSPECTION REPORTS**

An “in-inspection” or “inspection report” is a written description of the condition of the premises at the time that they were rented. For example, if the carpets are dirty or the walls have holes in them, this information must be put on the inspection report. This inspection must be done within one week of the tenant moving in. It is a very good idea to take pictures to show the condition of the premises upon possession.

There must also be an “out-inspection”, which is an inspection report of the state of the premises within one week of moving out. The tenant may be responsible for any damages that did not appear on the “in-inspection” and are beyond normal wear and tear. The tenant must be given a copy of the “in” and “out” inspection reports.

1. **Requirements**
Every inspection report must contain the following statement: “Inspections should be conducted when the premises are vacant unless the landlord and tenant or their agents otherwise agree.” Unless the reports are correctly completed, neither the landlord nor the tenant will be able to use inspection reports in court to prove that the premises were
damaged. However, the landlord can prove the damage by other means, such as witness statements.

2. **Inspection Reports with the Tenant**
   When the landlord and the tenant conduct an inspection, the report must contain the following statement and be signed by the landlord: “The inspection of the premises was conducted on (date) by (landlord’s name or landlord’s agent) and by (tenant’s name).”

   The report should also contain **one** of the following statements:
   a. If the tenant and landlord both agree with the statements which are made on the inspection report, then the report should say: “I, (name of tenant), agree that this report fairly represents the condition of the premises.” Or,
   b. If the tenant does not agree with statements which are made on the inspection report, then the report should say: “I, (name of tenant), disagree that this report fairly represents the condition of the premises for the following reasons... (reasons for disagreement should be clearly written on the report).”

   If the tenant refuses to sign one of the above statements, then the report must contain the following statement and be signed by the landlord: “The tenant or tenant’s agent present at the inspection refused to sign the tenant’s statement.” The tenant’s agent is someone who the tenant has asked to take his place for the inspection of the premises and the filling out of the inspection report.

3. **Inspection Reports without the Tenant**
   The landlord may complete the inspection without the tenant if the tenant has refused to do an inspection and the landlord has suggested 2 different days, that are not holidays, between the hours of 8:00 a.m. and 8:00 p.m., on which an inspection could be done. When an inspection is conducted without the tenant, the report must be signed by the landlord and must contain the following statement: “The inspection of the premises was conducted on (date) by (landlord or landlord’s agent) without the tenant or the tenant’s agent being present.”

4. **If the Landlord Does Not Do an Inspection**
   If the landlord keeps the security deposit in full or in part and the tenant does not agree with this, the tenant can claim for the money in court or through the RTDRS. The landlord may claim a portion of the deposit, regardless of whether an inspection report was completed. However, it is more difficult for a landlord to keep or deduct from a security deposit without an inspection report, as he or she is in violation of the **Residential Tenancies Act**.

**SECURITY DEPOSITS**

1. **Security Deposits and Damage Deposits**
Most tenancy agreements require the tenant to pay the landlord a “security deposit” or a “damage deposit”. The landlord can use the security or damage deposit to pay for damage, for rent owing, for cleaning costs, for changing the locks when keys are not returned, or to cover unpaid rent. A tenant cannot refuse to pay the landlord the last month’s rent simply because the landlord has the security deposit. One-time, non-refundable fees, like pet fees, are not considered security deposits and are not subject to the same requirements.

2. **Maximum Amount**
A landlord cannot ask a tenant to pay more than one month’s rent as a security deposit. Once the security deposit has been paid and the tenant has moved in, the landlord cannot ask the tenant to give more money for the security deposit. This is the case even where the landlord increases the rent.

3. **Damage Beyond Normal Wear and Tear**
The landlord can keep some or all of the security deposit money if the tenant does damage to the premises beyond normal wear and tear. Normal wear and tear is defined in the Residential Tenancies Act as the deterioration that occurs over time with the use of the premises, even though the premises receive reasonable care and maintenance. For example, scratches on the kitchen work surfaces would probably be considered normal wear and tear, whereas a large hole in the wall would not. A landlord can also keep some of the deposit money to clean the apartment, if the apartment is not reasonably clean when the tenant leaves.

4. **Time Limits**
The landlord must return the unused part of the security deposit to the tenant within 10 days from the day the tenant returns the keys and moves out of the premises. If some of the security deposit is being kept by the landlord, then the tenant must be given a statement showing what the security deposit is being used for. The landlord can also provide an estimate of how much the costs will be, and return the rest of the deposit based on the estimate. A final statement of account along with any remaining money must be provided within 30 days of moving out.

**LANDLORD’S OBLIGATIONS**

1. **Peaceful Enjoyment**
The landlord cannot significantly disturb the tenant’s possession of the premises, nor affect the peaceful enjoyment of the rented premises. Sometimes renovations, repairs, or other factors that significantly affect the tenant’s ability to use his or her premises may mean that the tenant’s peaceful enjoyment is affected. If the landlord does significantly interfere with the tenant’s use and enjoyment, then the tenant may pursue the general remedies included in the Residential Tenancies Act.
2. **Entry of Premises**
The landlord may enter the premises at any time if he or she has the tenant's permission or if an adult who is on the premises has given the landlord permission to enter. The landlord may enter without permission if he or she reasonably believes that there is an emergency, that the tenant has abandoned the premises, or the landlord needs to control pests.

If the landlord gives the tenant written notice 24 hours before they enter, he or she is entitled to enter the premises without the tenant’s consent to inspect the state of repairs, to make repairs, or to show the premises to potential purchasers or tenants. The notice must be signed by the landlord, state the reason for entry, and state the date and time that the landlord will be there. The time must be between 8:00 a.m. and 8:00 p.m., Monday through Saturday.

3. **Changing the Locks**
A landlord may add to or change the locks giving access to the premises as long as a key is given to the tenant as soon as the change is made. The landlord should have the tenant’s consent to change or add the locks to the premises themselves. If the landlord fails to leave a key for the new lock, he or she may be liable to a fine of up to $5,000.00.

4. **Duty to Repair**
Under certain circumstances, both the landlord and the tenant must make repairs to the premises. If the landlord promises in the tenancy agreement to make repairs and doesn’t make them, then the tenant will be able to sue for any reasonable losses that the tenant suffers. Also, the tenant could pay for the repairs and apply to the court to get back the money that he or she spent. The tenant should never keep all or part of the rent money to pay for repairs. If the tenant keeps part of the rent money, the landlord has the right to terminate the tenancy.

The Landlord and Tenant Advisory Board takes the position that the landlord is responsible for major repairs, such as structural repairs, plumbing, heating, and so on.

5. **Common Areas**
The “common areas” of a building are those areas controlled by the landlord and used by all tenants to access the residential premises. An example of a common area is a hallway that runs between apartment units. Another type of common area is an area that all tenants use and enjoy, such as a laundry area or a work-out room. The landlord should keep the common areas of the building reasonably clean and in reasonable repair. The landlord must ensure that the common areas of the building comply with minimum health standards.

6. **Increasing the Rent**
For fixed term leases, such as a one-year lease, the rent cannot be increased until the lease expires, unless otherwise indicated in the lease. Tenants with fixed term leases
should speak with the landlord a month before it terminates to discuss what will happen after
the lease ends.

For periodic leases, for example month-to-month, rent cannot be increased more than once a
year. This is a new amendment which is retroactive to April 24, 2007.

For month-to-month tenancies, the landlord must give the tenant at least 3 months’ notice of
the rent increase in writing. For weekly tenancies, the landlord must give at least 12 weeks’
notice in writing, with at least 26 weeks between increases. Mobile home sites require at least
6 months’ notice. For other periodic tenancies, the landlord must give the
tenant correct notice as per the Residential Tenancies Act.

A tenant may respond within 60 days of receiving notice of the rent
increase, to indicate whether he or she wants to continue the tenancy at the new rent price, or
whether he or she wants to move out.

There is no rent control in Alberta. There is no limit to the amount that the landlord can
increase the rent. However, if the tenant’s rent is the only rent being increased in the building,
and is being increased dramatically, the tenant could have an argument that the landlord is
constructively evicting him or her (they are trying to evict the tenant in a roundabout way).

7. **Landlord’s Address: Notice to Tenant**
The landlord must give each tenant written notice of the name and address of the landlord
within seven (7) days of the day the tenant moves into the premises, or they can post a
written notice of the landlord’s name and address in the building’s common area.
The landlord must keep the information of the landlord’s name and address
current, and if the information changes, then the landlord must either change the
posted notice, or give each tenant the new information.

8. **New Landlords**
A new landlord who buys property already rented to a tenant has all the rights and obligations
of the old landlord. The new landlord must accept the original tenancy agreements and can
only change the tenancy agreements when the original agreements expire or by agreement
with the tenants. Furthermore, the Residential Tenancies Act requires a new landlord to serve
the tenant with a notice of landlord and a record of the security deposit amount, including
applicable interest accrued. The new landlord is responsible for refunding security deposits.

**TENANT’S OBLIGATIONS**

1. **Abiding by the Agreement**
If a tenant does not live up to the obligations that he or she has agreed to under the tenancy
agreement, then the landlord will be able to take legal action. The type of legal action
available to the landlord will depend upon the way in which the tenant failed to meet his or her
obligations and whether or not the landlord suffered damage as a result of the tenant’s failure to comply with the tenancy agreement.

2. Changing the Locks
A tenant cannot change the locks without the consent of the landlord. Once consent is obtained, a tenant is required to leave a key with the landlord as soon as any locks are changed. If the tenant does not give the landlord a duplicate key the landlord has the right to end the tenancy because this is considered to be a serious breach of the tenancy agreement.

A tenant is allowed to install a lock that can only be locked from the inside of the premises so long as that lock can be installed and removed without damaging the premises, or so long as the tenant leaves that lock on the premises when she or he leaves.

3. Paying the Rent on Time
The only time that a tenant can legally live in a place without paying rent to the landlord is if he or she has not received a copy of the lease within the time required. However, as soon as the landlord gives the tenant a copy of the lease, the tenant must pay all of the rent that the tenant did not pay to the landlord during the time that the tenant lived in the premises. In any other situation, if a tenant fails to pay rent on time, the landlord can give notice to end the tenancy. However, this notice must state that if the rent due is paid by the termination date specified the tenancy will not be terminated.

4. Penalties for Late Payment
Many Tenancy Agreements include a Penalty Clause for late payment. These penalties are not covered in the RTA, but are found at common law. The rule, generally, is that a Penalty Clause is legitimate if it is a genuine pre-estimate of loss that a landlord will suffer as a result of late or non-payment of rent. This is determined by looking at the agreement as a whole. A penalty clause is not legitimate if it is does not bear any relation to the actual losses, but is merely a threat designed to frighten the tenant into timely payment of rent. Therefore, a penalty clause will not be legitimate where the sum is extravagant or excessively large compared to the possible losses, or if the tenant agrees to pay a certain sum of money and a larger sum if the first sum is not paid. For example, for a person paying $325/month, a late payment penalty of $5 per day late is not enforceable, since it is exorbitant compared to the rent (it would amount to almost 50% interest if you were one month late), and applies even if the tenant was short just $1.

Ultimately, whether or not a Penalty Clause is legitimate is up to the decision of a Judge. Your safest bet is to always pay rent on time. In situations where you cannot pay rent on time, or it is very difficult, it might be worth talking to your landlord to see if late payments will be accepted.

5. Damage to the Premises
The tenant must not damage the premises. Generally, the landlord does not have a duty to
repair the premises after the tenant has moved in. The exception to this rule is major repairs such as structural repairs, plumbing, heating, and so on (see the section on Landlord’s Obligations above).

Unless the tenancy agreement says that the landlord will repair the premises, or the repairs that are required are major repairs, the tenant is responsible for the general state of the premises as well as any damage done to the premises.

SUBLETTING

1. Definition
“Subletting” occurs when the tenant rents out the place to a second tenant who takes the first tenant’s place. The second tenant is called a “sub-tenant”. It is important to note that the first tenant remains liable to the landlord under the original tenancy agreement.

The first type of subletting occurs when Mick, for example, is renting an apartment and he makes an agreement with Keith that Keith will move in and pay the rent, and Mick will move out.

The second type of “subletting” occurs when a tenant rents an apartment and takes in a roommate. For example, if Mick is renting a two bedroom apartment and his name is on the tenancy agreement and Mick makes an agreement with Keith that Keith will move in and share the apartment with him, then Mick is subletting to Keith. Some tenancy agreements do not allow this, and may state that all of the people who live as tenant must be listed on the agreement.

The sub-tenant in the second example is not protected by the Residential Tenancies Act. The Act does not necessarily cover tenants who share living quarters with their landlord and Mick is considered Keith’s landlord. However, Courts may hold the Act to be persuasive when the landlord is living in the rental premises. Courts may take into consideration whether the situation is analogous to a standard landlord/tenant relationship. For example, if Keith is merely a friend of Mick’s and there are no strict lease terms such as time of payment, the court may be less likely to enforce his right to a sufficient eviction notice as provided by the Residential Tenancy Act. In comparison, if there is a standard landlord/tenant relationship, the only difference being the presence of the landlord in the premises, the Court is more likely to protect the tenant’s legal rights, as provided by the Residential Tenancy Act. Alternatively, the tenant may seek protection under the Innkeeper’s Act, which governs this situation when an individual pays for lodging in more temporary situations.

2. Landlord’s Consent
According to the Residential Tenancies Act, the landlord must give the tenant written permission before the tenant can sublease the premises. If the tenant does not get the landlord’s written permission to sublet, then the sublease will
not be valid. The landlord cannot refuse to allow the tenant to sublet unless the landlord has reasonable grounds for refusing. If the landlord refuses, the landlord must give the tenant written reasons. The landlord cannot ask the tenant to pay money before he or she will consent to the sublease.

3. Time Limit for Landlord’s Consent
When a tenant requests the landlord’s permission to sublet the premises, the landlord must tell the tenant, within 14 days of the tenant’s request to sublet, whether or not the tenant is allowed to sublet the premises. If the landlord does not answer the tenant’s request for permission to sublet within 14 days, the Court will assume that the landlord has agreed to let the tenant sublet the premises. If the landlord does not answer the request within 14 days, the tenant can sublet without the written consent of the landlord.

4. Responsibility for Rent
The initial tenant who is subletting to a sub-tenant is responsible for making sure that the rent is paid to the landlord even though he or she may not be living in the premises any more. The tenant is also responsible for any damage which the sub-tenant does to the premises. The landlord can take money out of the tenant’s security deposit even if the tenant did not cause the damage. A tenant who sublets a premises should protect him or herself by getting a security deposit from sub-tenant.

When a tenant sublets his or her premises, he or she becomes the landlord of the sub-tenant. For example, when Mick sublets his premises to Keith and moves out, he becomes Keith’s landlord and has all the obligations of a landlord under the Residential Tenancies Act. Mick, however, is still a tenant of the original landlord and has all the responsibilities of a tenant under the Residential Tenancies Act.

TERMINATION OF TENANCIES

1. Honouring a Tenancy for Fixed Terms
Once the landlord has accepted rent for a fixed tenancy, the landlord must allow the tenant to remain in the premises for the period set out in the tenancy agreement, or seek a remedy through the Court or the RTDRS. However, the landlord can also terminate a tenancy on shorter notice for a substantial breach (including non-payment of rent) or damage, assault, or threats of assault.

When the tenancy agreement is for a fixed term, then the agreement will say whether the tenancy ends when the period of the tenancy is over or whether the tenancy can be renewed.

The tenancy agreement may also state whether or not the agreement can be terminated before the end of the fixed term. If the tenancy agreement sets out methods for early termination of the fixed tenancy, then those requirements must be carefully followed.
of early termination should be given in writing, and be in compliance with the Act.

2. **Substantial Breach**
A landlord may end a tenancy with 14 days' notice if there has been a "substantial breach" of the tenancy agreement. A “substantial breach” is a violation of the tenancy agreement that the Court considers to be serious.

A substantial breach occurs if the tenant:

a. consistently fails to pay the rent when it is due;
b. interferes with the landlord’s rights or the rights of other tenants in a significant manner (i.e., loud music on an ongoing basis);
c. does something illegal on the premises;
d. behaves in a way that endangers persons or property;
e. significantly damages the premises or the common areas of the building;
f. fails to keep the premises, or property rented with the premises, reasonably clean;
g. fails to vacate the premises at the end of the tenancy;
h. breaches the tenancy agreement more than once and the effect of the those breaches is substantial. For example, if the tenant is late paying his rent once, this would not be a substantial breach of the agreement. However, if the tenant pays his rent late every month, the Court may consider this to be a substantial breach of the tenancy agreement.

If the landlord wishes to end the tenancy because the tenant has committed a substantial breach, he or she must give the tenant written notice. The landlord or the landlord’s agent must sign the notice, and it must let the tenant know when he or she must move out of the residence. The notice must also tell the tenant what he or she did that breached the tenancy agreement.

3. **Notice of Objection**
If the landlord gives the tenant notice that he or she is ending the tenancy for any of the reasons listed above, that notice will not be effective if the tenant gives the landlord a notice, in writing, stating that he or she objects to the landlord’s notice of termination or that he has paid the rent, if non-payment was the reason for the notice. The tenant’s written objection to the landlord’s termination of the tenancy is called a “notice of objection”. Blank notices of objection are available from organizations like the Landlord & Tenant Advisory Board. A notice of objection should include the reasons why the tenant believes he or she should not be evicted. If a landlord receives a notice of objection, and still wants to evict the tenant, then the landlord has to go to court or the RTDRS to end the tenancy.

Once a landlord receives a notice of objection, he or she cannot force the tenant to move without the assistance of the Court or the RTDRS. The landlord must apply to the court by
filing a written notice to the clerk or application to the RTDRS describing the premises, the remedy requested, and an affidavit (which is a statement, made under oath, that the person who makes the statement swears is true) if the Residential Tenancies Act prescribes. An application to Court or the RTDRS would be required even if the tenant did not file a notice of objection, but still refused to move. The affidavit must include details of the substantial breach(es), the remedy requested, and a copy of the notice that was given to terminate the tenancy. A tenant may also apply to end the tenancy in the case of a substantial breach by a landlord (see the section on Tenant Leaving below).

4. Rent Owing
If the landlord gives the tenant a 14 day notice to move out of the premises because the tenant has not paid the rent, and the tenant pays all of the rent owing before the 14 days of the termination notice are over, the landlord will not be able to end the tenancy. However, if it is a case of continual non-payment of rent, payment will not void the eviction notice for substantial breach.

5. Assault, Threats of Assault, or Damage
If the tenant (or a guest of the tenant) has significantly damaged the premises or the common areas of the building or if the tenant has physically assaulted, or threatened to assault, the landlord or other tenants, then the landlord may give the tenant 24 hours notice to move. This notice must be in writing, be signed by either the landlord or the landlord’s agent, and must set out the reasons for the termination of the tenancy and the time and date the tenancy will end.

If the tenant has been given a 24 hours notice and does not leave after 24 hours are over, then the landlord can apply to Court or the RTDRS to have the tenant removed. The landlord must apply within 5 days of the end of the 24 hour notice. If the landlord does not go to Court or the RTDRS to remove the tenant within 5 days, then the notice of termination of the tenancy will be unenforceable.

6. Reasons Permitting the Landlord to End the Tenancy
In a periodic tenancy where the tenant has not substantially breached the tenancy agreement and the landlord wants to end the tenancy, the landlord must give the tenant appropriate notice per the Residential Tenancy Act, outlining the reasons in writing. The landlord must give one of the following reasons:

a. the landlord or a relative of the landlord wants to live in the premises;
b. the landlord has decided to sell the premises and either the buyer of the premises, or a relative of the buyer, wants to live in the premises;
c. the building is a condominium and the landlord has decided to sell one unit of the building or, the landlord owns a house or a duplex which he has decided to sell and the buyer wants the premises to be vacant when the buyer takes possession;
d. the landlord wants to tear down the building or to do major renovations. The
landlord cannot make people move out so that he or she can paint, replace the rug or the linoleum, or to do routine maintenance;
e. the landlord intends to use or rent the premises to someone who is going to use it as something other than a residence;
f. where a student is a tenant of a school, the tenancy can be ended when the tenant is no longer a student of the school; or
g. where the premises are subsidized public housing and the tenant's income levels have become too high, or the public funding has been cancelled, or the tenant has not reported income and is therefore not eligible for the subsidy program.

If the landlord does not perform the acts supporting the reason for termination, he or she is guilty of an offence. This only applies to periodic tenancies. A landlord cannot end a fixed term tenancy before its end date unless there has been fault on the part of the tenant as explained above.

7. Time Limits
Where the tenant has not substantially breached the tenancy and there has not been an assault or damage caused to persons or property, then the landlord must give the tenant enough time to move out of the premises. This means that a landlord must give a tenant who rents by the week notice of at least one full tenancy week. A landlord must give a tenant who rents by the year at least 90 days notice prior to the last day of the tenancy year.

A landlord must give a tenant who rents by the month at least three full tenancy months notice. Normally, notice must be given on or before the first day of a tenancy month to be effective on the last day of the third tenancy month thereafter. The notice is then effective on the last day of the third month. For example, notice must be given by a landlord on or before February 1st in order to end a monthly tenancy on April 30th. If notice is late, then the notice period begins on the next complete month. For example, if notice is given on February 2nd, then the notice period begins to run on March 1st and is done on May 31st.

8. Employees
In the case of a periodic tenancy forming out of employment, the landlord has several alternative time limits for terminating the tenancy. The length of notice must be 1) the notice required under any law relating to termination of employees, 2) the period required for a standard landlord/tenant termination, or 3) a week, whichever is longest. The period may also be that prescribed in accordance with applicable regulations.

9. Other Requirements
Before a landlord can end a tenancy, the tenant must be given notice in writing, signed by the landlord. This notice must tell the tenant why the tenancy is being terminated and must correctly state the address of the relevant premises. The notice must give the date when the tenancy will end.
Whenever possible, notice to end the tenancy should be given to the tenant personally. If the landlord cannot give the tenant notice because the tenant is not at home, or because the tenant is avoiding the landlord, then the landlord has other options. The landlord can send the notice to the tenant by registered or certified mail, give the notice to any adult person who is living with the tenant, or the landlord can post the notice someplace where the tenant will find it. For example, the landlord could post the tenant’s notice on his or her door.

10. Reasons a Landlord Cannot End a Tenancy
A landlord cannot end a tenancy agreement because the tenant has made an application or filed a Statement of Claim under the Residential Tenancy Act, made a complaint, or assisted in an investigation under the Public Health Act. To end a tenancy for one of these reasons is a fineable offence.

11. Overholding Tenant
If the tenant does not move out when he or she is supposed to, he or she is defined as an "overholding tenant". When a tenant overholds there are various options open to a landlord. The landlord can let the overholding tenant keep on living in the premises and then apply to the court for damages. If this happens the court would order the overholding tenant to keep paying rent. The court might also tell the overholding tenant to pay the landlord money that the landlord lost because the tenant did not move out. This might mean that the overholding tenant would have to pay the landlord any money that the landlord owes to a new tenant who could not move into the premises because the old tenant did not move out.

If the landlord does not want to let the overholding tenant stay in the premises then the landlord may apply to RTDRS, Provincial Court or the Court of Queen’s Bench for an "order of possession". The landlord will probably require a lawyer to do this.

TENANT LEAVING

1. Proper Notice
To end a periodic tenancy the tenant must give proper notice. This means that if the tenant wants to end the tenancy he or she must give the landlord a signed notice in writing. The notice must state the address of the premises and must state the date on which the tenancy will end.

The Residential Tenancies Act also permits a tenant to apply to the Court or the RTDRS for an immediate termination of a periodic tenancy in the case of a substantial breach by the landlord. The tenant must apply within 14 days of when they desire the tenancy to end. The landlord must have committed a substantial breach, failed to fulfill one of the above outlined landlord obligations, or neglected to follow an order made by an executive under the Public Health Act. This notice must be in writing, be signed by the tenant, and must outline the date
and reason for termination. This termination is void if the landlord subsequently follows the Public Health order or makes a written objection to the tenant’s application.

2. **Time Limits**

For periodic tenancies, how much notice the tenant has to give the landlord when he or she moves out depends upon the type of tenancy. A tenant cannot terminate a fixed term tenancy before the end date of the tenancy agreement unless the landlord has not fulfilled requirements set out in the Residential Tenancies Act.

A notice to end a weekly tenancy must be given to the landlord on or before the first day of the tenancy week if that notice is going to come into effect on the last day of that tenancy week. A tenant who rents a premises on a monthly basis must give his or her landlord notice on or before the first day of the last tenancy month that the tenant will live in the premises. A tenant who rents by the year must give notice on or before the 60th day before the last day of the tenancy year. A tenancy month begins on the day of the month that the tenant must pay the landlord the rent owed (such as the 1st, 15th, 30th day of the month).

3. **Remaining Tenants**

If the tenant who is named in the tenancy agreement has moved out of the premises, the landlord may ask any other person living in the premises, who is not a tenant, to leave the premises. They must give that person at least 48 hours to leave. The landlord may also seek rental arrears or damage costs from the person occupying the leased premises. The landlord must give the person who is living in the premises, but who is not a tenant, written notice signed by the landlord stating the time and the date by which a non-tenant who is living in the premises must move out. If the non-tenant does not leave the premises within 48 hours of receiving notice, the landlord can get the Court to order him or her to leave.

To get a Court order, the landlord must swear an affidavit stating the date that the premises were vacated by the original tenant and, if the landlord knows the reasons, why the non-tenant occupant refuses to leave the premises. The landlord must attach a copy of the notice that he or she gave the non-tenant to the affidavit.

**ABANDONED GOODS**

When things are left on the premises by a tenant who has moved out or whose tenancy has ended or been terminated, the landlord may not know whether or not the tenant will return for the goods. Where the landlord reasonably believes that the tenant’s things have a total value that is less than $2000, the landlord may get rid of the tenant’s goods.

Where the landlord reasonably believes that the tenant’s goods have a total value that is
greater than $2000 the landlord may get rid of the tenant’s goods by whatever means and for whatever price that the landlord believes is reasonable if:

a. the landlord reasonably believes that storing the tenant’s goods would be unsafe, unsanitary or would cause the goods to rapidly lose value; or

b. the landlord reasonably believes that the cost of removing or storing the tenant’s goods would be greater than the value of the tenant’s goods.

Where the landlord reasonably believes that the tenant’s goods have a total value that is greater than $2000 and the situations indicated in (a) and (b) above do not apply, then the landlord must either store, or arrange to have the tenant’s things stored, for 30 days. If the tenant comes to the landlord to get his or her goods before the end of the 30 days then the landlord must give his or her things back. However, the landlord does not have to give the tenant his or her goods back until the tenant pays the landlord the cost of removing and storing the tenant’s goods. Another person who has a legal right to the goods, for example a creditor, may also come and claim the goods during the 30 day period.

If 30 days have passed and the tenant has not come to the landlord to get his or her property and no creditors have come forward to claim the property that the tenant has purchased but not paid for, then the landlord may sell the tenant’s things at a public auction. The landlord may only sell the tenant’s goods privately if he or she has the permission of the Court of Queen’s Bench or if he or she held a public auction and no one bid on the tenant’s goods.

If the landlord sells the goods that the tenant left on the premises, then the landlord can use the money received from the sale to pay any debts that the tenant owes the landlord as a result of the tenant’s rental of the premises. Before a landlord can use the money that he or she receives from selling the tenant’s property, the landlord must make an affidavit and have proof that the tenant owed the landlord that specific amount of money.

Any money that is left over once the landlord has taken the money that the tenant owed him must be paid to the Provincial Treasurer through the local government office of Housing and Consumer Affairs, Department of Municipal Affairs. The Treasurer will hold the money for the tenant for one year.

NOTE: These rules apply only to abandoned goods, not goods legally seized by the landlord.

1. Repudiation of the Tenancy Agreement
The tenancy is broken when the tenant has abandoned the premises or when the tenant does something that makes the landlord reasonably believe that the tenant has ended the tenancy agreement. This is called "repudiation" of the tenancy agreement.

Where a tenant repudiates his or her tenancy, the landlord has a duty to "mitigate" the losses.
This means that the landlord must take reasonable steps to make sure that the landlord loses as little money as possible as a result of the tenant’s repudiation of the tenancy. For example, if a tenant does not give proper notice before he or she moves out, the landlord must try to minimize the loss by re-renting the premises to a new tenant as soon as possible. If the landlord does not find someone to re-rent the premises, then the tenant who gave improper notice will be responsible for paying the landlord rent until the landlord re-rents the premises or until the tenant’s move-out notice becomes effective. The tenant may also be responsible for reasonable costs incurred in the process of trying to find a new tenant, such as newspaper ads, or for the time spent putting up posters.

**CONDOMINIUMS**

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

a. the owner must provide written notice to the corporation of their intent to rent the unit, the address where they can be served, the amount of rent they are charging, the name of the tenant (within 20 days of the start of the tenancy), and if the unit is no longer being rented (within 20 of the end of the tenancy);

b. the owner must pay a deposit if the corporation requests it (the landlord cannot ask the tenant to pay this deposit)

c. the owner must agree that the tenant will not damage the corporation’s property beyond normal wear and tear

d. the owner must inform the tenants of the corporation’s bylaws and make them a condition of the tenancy agreement (bylaws override the tenancy agreement and the Residential Tenancies Act)

If the corporation requests a deposit from the owner, it cannot be greater than one month’s rent that will be charged for the unit. The deposit is similar to a security deposit. It can be used to repair or replace damaged, destroyed, or lost condominium property.

The corporation can evict a tenant for damaging the property or not following the bylaws. Notice will take effect on the last day of the month following the month notice was given (for example, notice will take effect March 31st if notice is given in February). The tenant has no right to give the corporation a notice of objection. The corporation can go to the Court of Queen’s Bench for an order requiring the tenant to move, if the tenant refuses to leave. The corporation can also go to the Court of Queen’s Bench for an order requiring the tenant to move if the tenant does excessive damage to the corporation’s property or if the tenant is threatening other condo owners or renters or is a danger to them. The corporation must serve any notices or orders on the landlord.
1. **General Information**
When the landlord or the tenant does not follow the tenancy agreement or when either the landlord or the tenant does something which goes against the Residential Tenancies Act, the landlord and tenant should talk to each other and see if they can solve the problem together. If the landlord and tenant cannot work things out, then they should call the Landlord and Tenant Advisory Board for help (though this is not a requirement). The Board will not take sides but will listen to both the landlord and the tenant and suggest things that the landlord and the tenant could do to solve the problem. Many disputes are settled out of court with the Landlord and Tenant Advisory Board’s help. If the parties cannot settle this way there are 4 options for dispute resolution: the RTDRS, mediation, Provincial Court, or the Court of Queen’s Bench.

2. **The Residential Tenancy Dispute Resolution Service**
   The Residential Tenancy Dispute Resolution Service (RTDRS) is currently available for disputes that take place within Edmonton’s corporate limits. One can access the RTDRS through Alberta Government Services. The Voluntary Code of Practice, available at Government Services or on its website, sets out how the Residential Tenancies Act is to be interpreted by Alberta Government Services and is another useful guide in this area of the law.

   A landlord or a tenant can submit an application and filing fee of $75 to use this service for claims up to $25,000.00. A hearing date will be set when the application is filed. The party who filed the application must give a copy of it to the other party and complete an Affidavit of Service (this is a statement made under oath that confirms how and when the documents were delivered to the other party). Both the landlord and the tenant are expected to attend the hearing and bring their evidence along (appropriate evidence might include the tenancy agreement, bills, receipts, letter, notices, inspection reports, witnesses, etc.). Lawyers or agents are allowed but not required. A copy of any evidence presented must be given to the other party at least 3 days in advance. The Tenancy Dispute Officer will make a decision on the issue identified in the application form after reviewing the evidence. If a party does not attend the hearing, an order of judgement could be made against him or her. Once the RTDRS has been chosen as the method of resolution, the decision of the Tenancy Dispute Officer is binding on all parties. A Tenancy Dispute Officer can grant the same remedies as a Provincial Court Judge. Application forms (and other relevant forms) can be obtained online or from the RTDRS office. Applications that are too complex (for example, ones involving assault), involve constitutional issues, or are outside the Service’s jurisdiction will be turned away. If one party has already filed in Provincial Court, that is where the matter will be heard.

3. **Mediation**
A party can request a mediation appointment at the time he or she files the claim or dispute note or the Provincial Court may schedule the case for mediation. Parties will receive a letter from the Court advising them of the date and time of
their appointment.

Mediation keeps the dispute out of the Court. Parties negotiate with the assistance of a mediator and try to resolve the dispute in a mutually agreeable way. The mediator(s) remains neutral throughout the process and agreements are entered into voluntarily. Lawyers and agents are allowed but not required to attend. Witnesses are not permitted to attend. Participants should bring along all documents and be prepared to discuss every element of the dispute. If the parties cannot agree after a mediation appointment they may be able to request another mediation session or may take the matter to court.

4. Remedies through the Court

If the Landlord and Tenant Advisory Board or a mediation appointment cannot help the landlord and tenant solve their problems and they do not or cannot use the RTDRS, then either the landlord or the tenant can apply to Court.

The Residential Tenancies Act states that two different courts, the Provincial Court and the Court of Queen’s Bench, can give people most of the legal remedies that are set out in the Act. Generally, a person should get a lawyer if he or she is going to the Court of Queen’s Bench, but people do not need lawyers when they appear in either court. Provincial Court deals with claims under $25,000 and is less expensive and less complicated than Court of Queen’s Bench. If a person decides to go through Provincial Court then he or she can refer to the information provided by Alberta Justice Court Services in two booklets called “Commencing a Claim in Provincial Court Civil Division and Getting and Collecting Your Judgment in Alberta” and “Application under the Residential Tenancies Act and Mobile Home Sites Tenancies Act”, for more information.

The Court will not collect a party’s money for him or her. To do this, he or she must file the judgement and a Writ of Enforcement with the Clerk of Queen’s Bench. A party who is owed money can take various steps to try collect it after filing a writ of enforcement. They can file a garnishee summons to get money from the debtor’s employer or bank accounts. They can also hire a Civil Enforcement Agency to take further steps such as seizing goods that belong to the other person. A party is advised to speak to a lawyer if he or she chooses to take any judgement enforcement measures.

Only certain goods can be taken by a Civil Enforcement Agency, including goods:
   a. on the premises;
   b. at least partly owned by the tenant (or the person who owes the rent);
   c. Which are not a necessity for the tenant (in some cases). For example, an Enforcement Agency could take your television set, but they probably could not take your baby’s crib. For more details see the Civil Enforcement Act.

A tenant should seek legal advice as soon as he or she finds out that the landlord has begun the seizure process.
5. **Remedies through Government Services**
Certain sections of the *Residential Tenancies Act* are enforced by Alberta Government Services. For example, if a landlord goes into a tenant’s premises without giving the tenant proper notice then the tenant may complain to Government Services, who will send both the landlord and the tenant information telling each of them what their rights are in the situation. If someone is not following the *Residential Tenancies Act*, that person will be warned that unless he/she follow the *Residential Tenancies Act* they will face legal action and could be given a fine. If the person who is not following the *Residential Tenancies Act*, does not change his or her behaviour, then Government Services will investigate and will decide whether or not they should take that person to court. This type of enforcement of the Act can only be done through Government Services.

6. **Limitation Period**
There is a "limitation period" for certain claims by landlords and tenants. A limitation period is the amount of time a person has to bring a legal problem to court. When too much time has elapsed between the time the problem arose and the present time, then the person can no longer go to court to solve his or her problem. The *Limitation of Actions Act* sets a limitation period of 2 years.

**COURT ACTIONS TAKEN BY TENANTS**
A tenant can receive the following remedies from the Provincial Court:

a. recovery of damages resulting from a breach or contravention of the tenancy agreement by the landlord
b. abatement of rent where a breach by the landlord deprives a tenant of the benefit of the tenancy agreement
c. compensation for the cost of performing the landlord’s obligations
d. termination of the tenancy by reason of a breach if in the opinion of the court the breach is of such significance that the tenancy should be terminated

1. **Recovery of Security Deposit**
A tenant may take action in court to get back his or her security deposit from the landlord. The tenant may choose to sue for the return of the security deposit and interest in Provincial Court, if the amount is less than $25,000.00. The tenant must pick up a “Civil Claim” form and “Dispute Note” from the Civil Clerk at the courthouse. There is a cost for filing a Civil Claim. As of the date of printing this pamphlet, the cost is $100.00 for amounts up to $7500.00 and $200.00 for amounts up to $25,000.00. Low Income Albertans can apply to have the filing fee reduced - call the Edmonton Community Legal Centre at (780) 702-1725 for more information.
2. **Breach of Tenancy Agreement**
The tenant can sue the landlord in court for a breach of the tenancy agreement by the landlord. For example, the tenant can sue if the landlord failed to make the premises available for the tenant to move in at the beginning of the tenancy agreement. In this example, the tenant can get back from the landlord the money that the tenant spent because he or she had to live somewhere else and could not move into the premises on the agreed date. The tenant’s expenses must be reasonable or the Court will not make the landlord pay for the expenses in their entirety.

The Provincial Court will generally only give people judgement for damages if there was a loss caused by a breach of a tenancy agreement. This means that a person who goes to court with a problem must know and be able to prove how much money a breach of the tenancy agreement has cost him or her.

**COURT ACTIONS TAKEN BY LANDLORDS**

A landlord can receive the following remedies from the Provincial Court:

- recovery of arrears of rent;
- recovery of damages resulting from a breach of the tenancy agreement by the tenant;
- recovery of compensation for the use and occupation of the premises by an overholding tenant (a tenant that stays longer than their lease allowed);
- recovery of possession of the premises from an overholding tenant;
- termination of the tenancy by reason of a substantial breach;
- confirming the termination of a tenancy where the landlord has given notice of termination and the tenant has not vacated the premises by the time and date of termination as set out in the notice;
- terminating the tenancy of a tenant who abandoned the premises and for recovery of possession, where a person (other than the tenant) served with a notice to vacated has not complied with the notice; or
- directing a person who is not a tenant of the premises to vacated the premises, if the person has not complied with a notice to vacate

1. **Recovery of Rent**

A landlord may sue a tenant to get rent money that the tenant owes the landlord. If the tenant owes the landlord $25,000.00 or less in rent, the landlord may sue the tenant in Provincial Court to get his or her money. The landlord must swear an affidavit setting out the amount of rent the tenant owes and the time during which it has been in arrears. This document must be commissioned by a Commissioner for Oaths and is only for applications, not trial.
2. **Seizure by Civil Enforcement Agency**
The landlord may get a Civil Enforcement Agency to seize the tenant’s property if the rent is late. "Distress for rent" is a process that allows a landlord, without going to court, to tell a Civil Enforcement Agency to take the tenant’s property if the rent is late. The landlord must use a Civil Enforcement Agency and cannot just take the tenant’s property. The laws relating to this procedure are set out in the Civil Enforcement Act, and a landlord should look at this Act for more details.

The Civil Enforcement Agency will give the tenant or any adult on the premises a copy of the “Notice of Seizure” and “Notice of Objection”. A tenant has the right to object when the landlord gets an Enforcement Agency to take his or her things. To object, a tenant must give the Civil Enforcement Agency, in writing, the reasons why he or she believes that the landlord does not have the right to take the tenant’s property. There can be exemptions. For example, a tenant could object if there was a misunderstanding between the landlord and tenant and the tenant had, in fact, already paid the rent. If the tenant objects, the tenant has two weeks to return the “Notice of Objection” to the Civil Enforcement Agency and a court application must be made for a judge to decide if the property should be sold. If the tenant does not object, the goods may be taken and sold by the Civil Enforcement Agency so that the landlord can be paid the money that the tenant owes him or her. Once the property has been taken, the tenant no longer has any control over it.

3. **Security Deposit**
If the landlord has taken money from the tenant’s security deposit to pay for the things that the tenant is obligated or liable to pay for and the tenant still owes the landlord money, then the landlord can sue the tenant in Provincial Court for the rest of the money. 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 any other items for which a tenant has obligations or liabilities. A tenant cannot force a landlord to use the security deposit for rent, but a landlord may choose to do so and then sue for any damages above the deposit amount.

To sue a tenant in Provincial Court a landlord must include any receipts or repair bills. Where the landlord did the repairs him or herself, he or she may charge the tenant a reasonable amount for labour.

4. **Other Remedies**
Other legal remedies for landlords and tenants may be provided by the Court of Queen’s Bench. Those remedies generally require a lawyer. If the landlord or the tenant is making a claim for more than $25,000.00 then he or she must go to the Court of Queen's Bench.
WHERE CAN I GO FOR HELP OR MORE INFORMATION?

Government/Housing Resources

Landlord and Tenant Advisory Board:...............................................................[780] 496-5959
The Landlord and Tenant Advisory Board (LTAB) provides advice and information to residential tenants and landlords to address tenancy issues and ensure that both tenants and landlords are aware of their rights and obligations pursuant to the Residential Tenancies Act and the Mobile Homes Tenancies Act.

Alberta Government Services (Consumer Services).................................[780] 427-4088
Service Alberta works to ensure a fair marketplace for both buyers and sellers. We investigate consumer complaints, enforce consumer protection legislation, license and register regulated businesses and charitable organizations. The department provides an appropriate regulatory framework and informs consumers and businesses of their rights and responsibilities.

Residential Tenancy Dispute Resolution Service........................................[780] 644-3000
The Residential Tenancy Dispute Resolution Service (RTDRS) offers landlords and tenants an alternative means of resolving serious disputes outside of court. The RTDRS is designed to be faster, more informal and less expensive than the courts.

Alberta Health Services..............................................................................[780]735-1800
Inspectors can investigate complaints about unsafe, unclean, or inhabitable living areas.

Human Rights Commission: Edmonton........................................................[780]427-7661
Confidential Inquiry Line available to those who feel that they have been discriminated against based on characteristics protected under Alberta Human Rights Legislation.

Direct to Tenant Rent Supplement Program: Edmonton............................[780]-420-6161
A subsidy for low income persons supplied by Capital Region Housing.

Legal Resources

Dial-A-Law (Legal Information on Tape)....................................................1-800-332-1091

Lawyer Referral Service ............................................................................1-800-661-1095
Referrals to up to 3 lawyers that may be able to help you (they will be able to speak to you for 30 min for free and then will likely want to be hired and paid)

Provincial Court - Civil Division: Edmonton...............................................[780]422-2508
Clerks may be able to help you fill out forms and answer questions about the court process.

Civil Claims Mediation Program: Edmonton............................................................[780]427-2721
Trained mediators can help both sides come to an agreement without resorting to the full court process.

Student Legal Services of Edmonton...........(780) 492-2226 (website: www.slsedmonton.com)
Law students able to provide free legal information

Edmonton Community Legal Centre ......................... 780-702-1725 (website: www.eclc.ca)
Free legal information, free presentations on family law topics at the Stanley Milner library on Thursdays from 6:30-8:30pm, free family law advice for 30min after having attended a presentation if you make less than a certain amount.

Legal Aid Society of Alberta ......................... 780-427-7575 (website: www.legalaid.ab.ca)
Free legal information, lawyers who may represent you for a reduced rate if you earn less than a certain amount.

Other Information

Canadian Mortgage and Housing Corporation Guide to Renting a Home

Online Reference Guide to Landlord and Tenant Law in Alberta
www.landlordandtenant.org