



**SMALL CENTRE TOOLKIT**

# **ACCESS TO SERVICES**

**HOUSING**

**MARCH 2019**



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As we collectively strive to understand the historic and ongoing relationship between settlement and the land on which we are located, AAISA respectfully acknowledges that the province of Alberta is comprised of Treaty 6, Treaty 7, and Treaty 8 territories, and is the traditional lands of First Nations and Métis peoples.

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***The contents of this resource intend to provide general information and are not to be taken as legal advice. For legal issues, one should refer to the [Residential Tenancies Act \(RTA\)](#) and/or seek legal counsel***

**Note:** Throughout this document, clicking on [underlined text](#) will direct to various websites and resources.

# HOUSING

A critical part of integrating into Canadian society is finding acceptable housing that is both affordable and habitable. Concerning housing-related experiences, there are several barriers that newcomers may face – one of the biggest housing-related barriers being affordability. Individuals living in unacceptable housing conditions are said to be in “core housing need” by the Canadian Mortgage and Housing Corporation (CMHC), and is most commonly found amongst recent immigrants, renters, and those living in larger metropolitan areas.<sup>i</sup> The CMHC defines “core housing need” as households that fall below at least one of the housing standards: **adequacy**, **affordability** or **suitability**.<sup>ii</sup> The housing standards defined by CMHC are:

- **Adequacy:** housing that does not require any major repairs as reported by the residents.
- **Affordability:** total housing costs are less than 30% of total before-tax household income. A household that spends 30% or more of a household gross income on housing is said to be in “core housing need”.
- **Suitability:** based on the National Occupancy Standard (NOS) requirements, there are enough bedrooms for the size and makeup of resident households. NOS guidelines indicate that there should be no more than two people per bedroom; bedrooms may only be shared by children less than 18 years of age and of the same sex, and/or children less than five years of age of different sexes; and parents/couples and/or a lone parent should have their own bedroom.<sup>iii</sup>

The most current data from 2011 indicates recent immigrants who had arrived in Alberta in the past five years (between 2006 to 2011) were more likely to be in “core housing need” (17.7%) than non-immigrants (8.6%).<sup>iv</sup> Alongside an affordability issue, there are other barriers that affect the housing experiences of newcomers in Canada, such as finding appropriate housing that suits the needs of the family members. Wayland states that there are three ranges of barriers that affect newcomers housing experiences in Canada.<sup>v</sup> These include **primary barriers**, **secondary barriers**, and **macro-level barriers**.

- **Primary barriers:** barriers consisting of unchangeable characteristics of a person such as race, ethnicity and culture, gender, age, and disability.
- **Secondary barriers:** barriers that can change over time. This can include income, household size and type, language, skills, cultures, and knowledge of the Canadian housing system.
- **Macro-level barriers:** barriers consisting of broader contextual factors that are generally not within a person’s ability to change. These barriers can include housing market structure, housing policies, and socio-cultural structures.

Wayland found that affordability of housing is one of the most significant housing-related barriers faced by newcomers, thus making it more difficult for newcomers to find suitable housing than

native-born Canadians.<sup>vi</sup> However, over the course of a newcomer's integration pathway, core housing need decreases and difficulties in obtaining housing equalize vis-à-vis native-born Canadians. Due to the high cost of housing, individuals under a different immigrant classification have a unique set of experiences and face a specific set of barriers when seeking appropriate housing. For example, many Government Assisted Refugees (GARs) are often placed in core housing need and would need to spend more than 30% of their total income on housing to be able to afford average rent for a two-bedroom apartment.<sup>vii</sup> Furthermore, GARs are more likely to live in a household with crowding and among immigrant classes, refugees experience the highest rates of crowding.<sup>viii</sup>

This resource provides information about housing regulations in Alberta and provides tips to advise newcomers on making informed choices with their living situations as postulated in the *Residential Tenancies Act (RTA)*. Furthermore, this resource provides a guide for SPOs in Alberta's small centres to find relevant information regarding housing needs such as Alberta's affordable housing programs, disputes with landlords and/or tenants, among other additional resources.

## HOUSING CLIMATE IN SMALL CENTRES

According to CMHC, the average rent in Alberta as of October 2018 for a two-bedroom apartment was \$1,213.00. The average price of rent for 2018 as well as vacancy rates for 2018 in smaller municipalities are listed below. All data is from 2018, except where indicated.

For the most up-to-date average prices of rent and vacancy rates, please refer to the Housing Market Information Portal (CMHC) and the Alberta Apartment Vacancy and Rental Cost Survey (annual survey).

## PRICE OF RENT IN 2018 (\$)1

NAME OF MUNICIPALITY	BACHELOR UNITS	1 BEDROOM	2 BEDROOMS	3 BEDROOMS	4+ BEDROOMS
<b>ALBERTA</b>	852	1,015	1,213	1,299	N/A
<b>BANFF <sup>2</sup></b>	876	1,131	1,567	1,463	3,507
<b>BROOKS</b>	652	756	848	909	N/A
<b>GRANDE PRAIRIE</b>	806	943	1,122	1,121	N/A
<b>JASPER <sup>3</sup></b>	803	908	1,044	1,131	N/A
<b>LETHBRIDGE</b>	692	874	981	1,099	N/A
<b>LLOYDMINSTER</b>	636	936	1,016	1,324	N/A
<b>MEDICINE HAT</b>	722	767	835	992	N/A
<b>RED DEER</b>	729	861	1,032	1,108	N/A



<b>WOOD BUFFALO</b>	1,034	1,233	1,483	1,713	N/A
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## VACANCY RATES IN 2018 (%)<sup>4</sup>

NAME OF MUNICIPALITY	BACHELOR UNITS	1 BEDROOM	2 BEDROOMS	3 BEDROOMS
<b>ALBERTA</b>	4.7	5.1	6.1	6.1
<b>BANFF</b> <sup>5</sup>	0.0	1.0	0.6	0.0
<b>BROOKS</b>	0.0	3.0	5.7	11.4
<b>GRANDE PRAIRIE</b>	2.9	2.8	3.7	8.1
<b>JASPER</b> <sup>6</sup>	0.0	0.0	0.0	0.0
<b>LETHBRIDGE</b>	3.4	4.7	4.9	3.8
<b>LLOYDMINSTER</b>	N/A	7.9	13.3	3.3
<b>MEDICINE HAT</b>	N/A	7.0	4.9	3.5
<b>RED DEER</b>	8.6	9.3	8.3	5.6
<b>WOOD BUFFALO</b>	10.9	19.0	24.2	22.3

<sup>1,4</sup> All data from each municipality retrieved from Canada Mortgage and Housing Corporation website at <https://www03.cmhc-schl.gc.ca/hmip-pimh/en#Profile/48/2/Alberta>, except where noted.

<sup>2,3,5,6</sup> Data for Banff and Jasper was collected from the 2017 Apartment Vacancy and Rental Cost Survey report by the Government of Alberta at <https://open.alberta.ca/publications/2369-8780>.

## TYPES OF RENTAL HOUSING

- Apartments (high-rise and low-rise)
- Condominium unit (condo)
- House (single-family detached)
- Townhouse, row house, duplexes or triplexes
- Rooms
- Basement suite

## TENANTS AND LANDLORDS

Many individuals are unaware of landlord and tenant rights and responsibilities in Alberta. This section provides information on the obligations of both tenants and landlords.



## WHAT IS THE RESIDENTIAL TENANCIES ACT (RTA)?

The Residential Tenancies Act (RTA) is the act that sets out the rights and responsibilities of landlords and tenants. Service Alberta is responsible for enforcing the offence sections of the RTA and the regulations.

The RTA covers:

- The obligations of landlords and tenants
- Procedures on how to end a tenancy agreement/lease
- Security deposits
- Inspection reports
- Tenants and landlords' options during disputes
- Procedures for domestic violence

For the full RTA legislation, [click here](#) or it can be found on the [Alberta Queen's Printer website](#).

## OTHER LAWS THAT APPLY TO RESIDENTIAL TENANCIES INCLUDE:

- Residential Tenancies Exemption Regulation: This regulation provides a list of exemptions from the RTA.
- Residential Tenancies Ministerial Regulation: Provides additional regulation and instructions regarding the RTA including regulations on rent increases, inspection reports, and abandoned goods among others.
- Residential Tenancy Dispute Resolution Service Regulation (RTDRS): This is an alternative option to a court process designed for tenants and landlords to resolve disputes quicker. This regulation provides information on the process and rights tenants and landlord have when taking this route. More information can be found within this document in “**Disputes with the Landlord/Tenant**”.
- Security Deposit Interest Rate Regulation: Regulations regarding the interest rate on security deposits on residential tenancies.
- Subsidized Public Housing Regulation: Regulations regarding subsidized public housing where the tenancy agreement is under the RTA.
- Termination of Tenancy (Domestic Violence) Regulation: Regulations regarding a termination of in cases of domestic violence.
- Alberta Human Rights Act
  - The Centre for Public Legal Education Alberta (CPLEA) provides information on human rights when renting in Alberta. Landlords cannot discriminate against tenants based on age, race, colour, ancestry, place of origin, religious beliefs,

physical disability, mental disability, marital status, family status, source of income, sexual orientation, gender, gender identity, and gender expression. This source answers any questions and provides resources to protect renters from discrimination.

- The Alberta Human Rights Commission provides more information on human rights discrimination and has a confidential telephone information line.
- Alberta Building Code: Sets standards for design and construction of buildings such as window size, and stairways. Any questions about the Code can be answered by Municipal Affairs.
- Safety Codes Act: Administers things such as fire safety regulations, electrical, gas, and plumbing. More information can be found on the Municipal Affairs website.
- Public Health Act: Regulations requiring all landlords to provide safe, sanitary and habitable renting premises to tenants.
  - The Minimum Housing and Health Standards cover the health and safety of tenant spaces such as mice and insect infestations, and minimum indoor temperatures. Alberta Health Services, Environmental Public Health can be contacted for more information.
- Personal Information Protection Act: Protects individual privacy of tenants from landlords use of collecting, using, and sharing personal information. The Office of the Information and Privacy Commissioner of Alberta's website can provide more information.
- Municipal Bylaws have authority over noise complaints, sidewalk snow removal, and maintenance of buildings. Each municipality has bylaws that deal with nuisance properties. Local bylaw services office or local government office can be contacted for any questions about bylaws in smaller municipalities.

## RIGHTS AND RESPONSIBILITIES OF TENANTS

### WHO IS A TENANT?

A **tenant** is a person(s) that has permission from the **landlord** to live in a residential area under a residential tenancy agreement/lease, or a **sublease**, or any other place consented to by the landlord. The definition of a tenant includes their heirs. In other words, the tenant rents out a property consented to by the landlord under agreements agreed upon by the two parties.

There are a set of laws and obligations that the tenant must abide by as listed in the RTA.

### LAWS THAT APPLY TO TENANTS: RESIDENTIAL TENANCIES ACT (RTA)

The RTA **only applies to** tenants that live in a residential area. This includes:

- A house, an apartment, a duplex or a mobile home
- A hotel or motel room if rented for more than 6 consecutive months
- A rooming or boarding house (in most cases)
- A suite in a home

The RTA **does not apply** to:

- A mobile home site (legislation for a mobile home is covered by the Mobile Home Sites Tenancies Act).
- Business premises with living accommodations attached and both are rented under one agreement.
- If the tenant shares living space with the landlord or the landlords immediate family member. For example, if the tenant rents a room in the landlord's home and shares the kitchen and living room with landlord, the tenant is not protected with the rights given under the RTA. However if a dispute arises, mediation through a third party, or Provincial Court is an available option for any remedies.
- 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 lives there for less than 6 consecutive months.
- Student housing in an educational institution if the student does not have exclusive possession of a self-contained dwelling unit.
- A nursing home as defined in the Nursing Homes Act; lodge accommodation as defined in the Alberta Housing Act that is operated by a management body under a ministerial order or under an agreement with the Minister responsible for that Act; a supportive living accommodation licensed under the Supportive Living Accommodation Licensing Act; a correctional institution; a hospital as defined in the Hospitals Act; military bases and First Nations Reserve Lands.

## Laws According to Your Living Situation

Different laws will apply to you depending on what kind of property you are renting.

	Residential Tenancies Act	Condominium Property Act	Innkeepers Act	Mobile Home Sites Tenancies Act	College/ University Rules	Alberta Housing Act
Apartment	●					
Basement suite	●					
Condominium	●	●				
House	●					
Hotel room			●			
Hotel room if rented for more than six months	●					
Mobile home site				●		
Sharing with your landlord						
Student dorm room					●	
Subsidized public housing	●					●

Source: <https://www.cplea.ca/>

If there is uncertainty on whether or not the RTA applies to the rental unit, call the Consumer Contact Centre at (780) 427-4088 or toll free number in Alberta at 1-877-427-4088.

## TENANT OBLIGATIONS

Tenants have various responsibilities, they must:

- Pay their rent on time and in full
- Keep the rented home clean and well-maintained
- Inform the landlord when anything needs to be serviced or repaired
- Allow the landlord to enter the home to complete any repairs, or to show the home to other tenants interested in renting if tenant is moving out. However, proper notice is required before the landlord enters the home (more information on this requirement is outlined in “**Living in a Rented Home: Entry into the Rental Unit**” of this resource).

## RIGHTS AND RESPONSIBILITIES OF LANDLORDS

### WHO IS A LANDLORD?

A **landlord** is an individual, a group of people, or an organization that rents out a property to a tenant. They have various responsibilities and obligations they must carry out as listed within the RTA.

The landlord can be:

- The owner of the residential area.
- A property manager licensed by the Real Estate Council of Alberta (RECA) as a real estate brokerage.
  - This license allows them to lease, negotiate, approve rental of real estate, collect rent, hold rent, and advertise a rental space.
  - To find out if someone is licensed by RECA, visit [www.reca.ca](http://www.reca.ca) and use the Search for an Industry Professional link or by contacting RECA at 1-888-425-2754.
- A leasing agent, caretaker, building manager or any other person acting for the owner of the residential premises (employee).
- Anyone who has the same rights as a landlord (includes the heirs of the landlord, secured creditors acting on their security, or someone who obtains ownership from the landlord).
- Anyone who is entitled to possess a residential area and enforces any of the rights of a landlord under the RTA.

## LANDLORD OBLIGATIONS

A landlord has many obligations:

- Collecting the rent
- Keeping the home safe and in a good state of repair that is **habitable**
- Taking care of and paying for any repairs within the home
- Providing tenants with utilities such as electricity, or hot or cold water
- Not authorised to take away a property without a legal order that gives permission

## HELPFUL TIP

If a licensed manager commits **fraud** or a **breach of trust** in which **money is lost**, the property owners can apply for compensation from the Consumer Protection Fund.

If a landlord has hired an **unlicensed person to manage** their rental property and they have committed fraud, stole rental payments or damage deposits, or have failed to perform their duties for which they were hired, the landlord only has an option to go to the courts to recover

Under the Alberta Human Rights Act, landlords **are not allowed to ask** questions on these grounds:

- Race
- Colour
- Ancestry
- Place of origin
- Religious beliefs
- Gender (including pregnancy and sexual harassment)
- Gender identity
- Physical disability
- Mental disability
- Age: as of January 1, 2018, age restrictions (defined as 18 years or older) is a protected ground under the area of accommodation which means that age restrictions are not permitted in rental buildings. This excludes the landlord's choice to convert the building to seniors-only housing (55 years of age or older).
- Marital status
- Family status
- Source of income
- Sexual orientation

Additionally, **landlords cannot ask:**

Landlords **can ask** for letters of reference such as letters from past tenants, a credit check, and proof of monthly income. Since many newcomers will not have any rental history in Canada, landlords are **more likely to ask for source of income, which is an offence**. For more information, please [click here](#).

## WHERE TO LOOK FOR HOUSING

Before starting research to rent a home, information and/or consultation is required based on the **needs of the family**. This includes:

- Location such as taking into consideration location of school and/or employment
- Distance to public transportation, community centres, family and friends, grocery stores and other care facilities such as childcare
- The number of rooms needed
- Budget

Considering that many newcomers have large families, it can be difficult to find housing with more than three bedrooms that is both appropriate and affordable. However, if a family decides to move into a 3-bedroom apartment, it is recommended that SPOs keep in regular contact with the family until they find a bigger home to meet the National Occupancy Standard (NOS) guidelines.

There are several places one can look to find housing within a community. These include:

- Websites such as:
  - [www.kijiji.ca](http://www.kijiji.ca)
  - [www.rentfaster.ca](http://www.rentfaster.ca)
  - [www.rentboard.ca](http://www.rentboard.ca)
  - [www.point2homes.com](http://www.point2homes.com)
  - <https://4rent.ca/>
  - [www.rentza.ca](http://www.rentza.ca)
  - [www.gottarent.com](http://www.gottarent.com)
- Classified section of the local newspaper
- Community or ethnic newspapers
- Bulletin boards
- Public library
- Word of mouth: from friends, relatives or coworkers

**Note:** When searching for housing, it is important to practice due diligence and consult experts as needed to avoid scams and illicit activities.



# MOVING IN

## TENANCY AGREEMENT – SIGNING A LEASE

A **tenancy agreement** or more commonly referred to as a “**lease**” is when the **landlord** and **tenant** agree to terms for the rental property. This agreement can either be verbal or written. However, written agreements are always recommended as they provide the necessary evidence for potential problems that may occur while the tenant is living in the rental unit.

A lease lays out all the terms agreed upon by the tenant and landlord. A **lease cannot take away any tenant rights** as outlined in the RTA.

The lease will require both the tenant’s and landlord’s signature. Additionally, the landlord **must provide a copy** of the lease to the tenant **within 21 days** from the time the tenant and landlord sign the terms of the lease. If the tenant has not received a copy of the lease, they can withhold rent until they receive a copy.

### HELPFUL TIP

When negotiating a lease, providing a security deposit or rent, the **tenant should always deal with the landlord** and not anyone else that is not authorised to negotiate with the tenant.

It is **an offence** if someone is negotiating, approving a lease, or collecting rent **if they do not own the property and are not defined as**

It is important when working with a newcomer to clearly explain the terms in the lease, and to ensure that the terms are read and understood. When possible, it is best to have someone who speaks the same language explain the terms of a lease.

There are no standard tenancy agreement forms in Alberta, however, there are many organizations that sell these applications for a fee. The following organizations can provide more **information and forms** relevant to rental agreements. These forms can be purchased online. The following are examples from some small centres across the province:

- Medicine Hat Community Housing Society
- Red Deer Central Alberta Women’s Outreach Society
- Wood Buffalo / Fort McMurray Landlord and Tenant Advisory Board
- Grande Prairie CommVest Realty Ltd.

A **lease includes** information such as:

- The names and contact information of the tenant and landlord
- The address of the house or rental property
- The monthly rent (whether this includes utilities or not)
- The date of when the rent is due (usually the first day of each month)

- The term of the rental period which can either be a **periodic tenancy agreement** (month-to-month), or a **fixed term tenancy agreement** (month-to-month, week-to-week, or year-to-year)
- The conditions that must be met for ending a lease
- The conditions for **subletting** the property being rented
- A list of responsibilities such as repairs or upkeep
- Any restrictions such as whether smoking is permitted in the rental premises or if pets can reside within the rental premises
  - **Restrictions on cannabis:** since the legalization of recreational use of cannabis (marijuana) in Canada on October 17, 2018, a landlord or condo board has the option to prohibit smoking of any substance including cannabis in their buildings or on their properties. However, non-smoking consumption of cannabis can be permitted, but it is the responsibility of tenants to check with their landlord. Growing marijuana can also be prohibited by the landlord.
- Process for making changes to the lease and how to resolve any disagreements
- When and how the landlord can enter the rental unit

#### **Tenant obligations** that are part of the lease:

- The rent must be paid when it is due
- The tenant cannot interfere in a significant manner with the rights of the landlord or other tenants in the rental unit, and the rental unit in general
- The tenant must not perform any illegal acts or carry out any illegal trade, business or occupation on the rental unit.
- The tenant cannot endanger anyone or the property of the rental unit
- The tenant cannot do any significant damage to the rental unit
- The tenant must keep the rental unit in a clean condition
- The tenant must leave the rental unit as indicated on the expiration date of the lease or the termination date
- The tenant must follow all the rules within the lease (that do not conflict with the RTA)

#### **HELPFUL TIP**

Tenants must pay the rent on time and in full. The landlord has authority to evict the tenant or deduct money from the security deposit.

Always have **verifiable methods of payment** for rent such as:

- Cheque
- Online money transfer through online banking
- Direct bank deposit/withdrawal
- Credit card payments
- Money order

**Cash is not recommended** but if rent is paid with cash, always ask for a **receipt** from the landlord and have a **witness present**.

### **Landlord obligations** that are part of the lease:

- The **rental unit must be ready to move in** at the beginning of the tenancy date that was agreed upon
- If the **rental property is not ready** for the tenant to move into at the beginning of the lease, then the tenant can tell the landlord that they do not want to proceed with renting the property. If the landlord does not agree, the tenant can apply to the Court of Queen's Bench to have the landlord comply with the lease agreement. Additionally, the tenant also has the option to go through the Residential Tenancy Dispute Resolution Service (RTDRS) authorised under the Residential Tenancies Act
- The landlord is not allowed to have control over the tenant's possessions
- The landlord cannot disturb and does not have say on how the tenant chooses to enjoy the rental unit (unless otherwise stated and agreed upon in the tenancy agreement and in accordance to Canadian law)
- Minimum standards must be met as stated in the Minimum Housing and Health Standards under the Public Health Act
  - Refer to "**Living in a Rented Home**" in this toolkit under "**Repairs**"

The RTA states that the landlord must provide a "**notice of landlord**" within seven days of the date a tenant moves into the rental property. This notice should include the landlord's name, date, a postal address and physical location in Canada and it must be up to date. The notice can be in a visible area such as a common area within the building or it can be included in the tenancy agreement.

## **SECURITY DEPOSITS**

Many landlords ask for a **security deposit** (or a damage deposit) that will cover any damage to the rental unit that occurs during the tenants stay. The security deposit is often equal to one month's rent (or it could be less), but **never more than one month's rent**. The landlord cannot increase the security deposit, and it cannot be increased if the rent increases.

Receipts for the security deposit indicating the amount, the tenant and landlord's name, and the date of signing is required. The landlord must keep a copy of the deposit records.

The landlord is required to pay interest on security deposits at the end of each tenancy year unless otherwise agreed upon by both parties (must be in writing). This number is calculated at a prescribed rate by government regulation which can be found here.

## INSPECTIONS

Inspection of the rental property is **mandatory** for landlords and tenants to complete before or during both the move in and move out. The inspection report must:

- Be completed either by the tenant or landlord one week before or after the tenant moves into/out of the rental unit
- Be completed when the rental unit is vacant or unless otherwise agreed upon by the landlord and tenant
- Take place with both tenant and landlord present to write down any damages (scratches, burns, stains) together. However, the landlord can perform the inspection without the tenant present if:
  - The landlord proposes two different inspection dates to take place on two different days (on days that are not holidays and between 8:00 AM and 8:00 PM) or if the tenant refuses to attend or does not attend.
- Be signed by both the tenant and landlord
- Be given to the tenant describing the conditions of the place as soon as they are completed
- Be kept by the landlord for three years after the tenancy agreement has ended

### HELPFUL TIP FOR TENANTS WITH INSPECTIONS

- **Attend** the inspection with landlord
- **Take notes and photographs of any damages** that already exist. Damages should be addressed to the landlord and **signed by the tenant and landlord**. A copy should be kept in the tenant's records.
- The tenant can use the inspection report to prove existing damages before moving in
- The landlord **cannot make any deductions for damages from the security deposit** when the tenant moves out if:
  - The inspection reports are not completed
  - The inspection reports do not contain all the correct statements and signatures
  - A copy of the reports is not provided to the tenant

## THE INSPECTION REPORT MUST INCLUDE THE FOLLOWING:

There are **specific statements that must be included within the inspection report** as required by Section 4 of the *Residential Tenancies Ministerial Regulation*.

- Each inspection report must contain the following statements:  
**“Inspections should be conducted when the premises are vacant unless the landlord and tenant or their agents otherwise agree.”**
- When an inspection has been conducted by the landlord and the tenant or their agents, the inspection report must contain the following statement, and the landlord or the landlord’s agent must sign the statement:  
**“The inspection of the premises was conducted on   (date)   by   (landlord or landlord’s agent)   and by   (tenant or the tenant’s agent)  ”**
- It must contain both of the following statements and the tenant or the tenant’s agent must sign one of the statements:  
**“I,   (name of tenant or tenant’s agent)  , agree that this report fairly represents the condition of the premises”** or;  
**“I,   (name of tenant or tenant’s agent)  , disagree that this report fairly represents the condition of the premises for the following reasons:”**
- Where the tenant or the tenant’s agent refuses to sign one of the statements, the inspection report must contain the following statement, and the landlord or the landlord’s agent must sign the statement:  
**“The tenant or tenant’s agent present at the inspection refused to sign the tenant’s statement.”**
- Where an inspection is conducted by the landlord or the landlord’s agent without the tenant or tenant’s agent being present, the inspection report must contain the following statement and the landlord or the landlord’s agent must sign the statement:  
**“The inspection of the premises was conducted on   (date)   by   (landlord or landlord’s agent)   without the tenant or the tenant’s agent being present.”**

## UNAUTHORIZED OCCUPANTS

The landlord and tenant should agree on who will be living in the rental unit and the names of the tenants should be listed in the tenancy agreement. The landlord has a right to provide anyone not listed on the tenancy agreement but living in the rental unit a **14-day notice** to leave.

If the tenant has moved out but an unauthorised occupant is living in the rental premises, the landlord can provide the unauthorised occupant a **48-hour notice** to leave.

In both cases, if the unauthorised occupant does not move out of the rental unit, the landlord has the option to apply to the RTDRS or court for an order for that person to leave.

## PETS

Pets are allowed only if agreed by the landlord and it must be in writing. If the lease was signed with a “no pet” policy, this means that pets are not allowed at any point. The tenant is in violation if they do not abide this rule and there is a potential for the landlord to evict the tenant.

In some cases, if the landlord has agreed for a pet to stay in the rental unit, they may charge a pet fee before the pet moves in.

Pet agreement sample forms can be found [here](#), under resources.

## TAKING POSSESSION

The tenant takes possession of the rental property once the security deposit, any required rent or fees (if any), and keys are given to the tenant by the landlord. Unless otherwise agreed upon by the tenant and landlord such as setting a date for the move in.

## PAYING RENT: ALBERTA AFFORDABLE HOUSING PROGRAM

The Government of Alberta provides a series of affordable housing programs for qualifying families that have an income below local income limits determined by the market for the community. Please refer to [Income Thresholds](#) for up-to-date income limits developed annually by the Government of Alberta.

The Government of Alberta works in partnership with a variety of housing providers, including municipalities, housing management bodies, non-profit and private sector organizations to build and operate affordable housing for low income families.

Applicants for any Alberta Affordable Housing Program must be a Canadian citizen or permanent resident. Other eligibility requirements are dependent on the housing provider.

The programs are outlined in the table below with applicable links.

**Instructions:** [How to Apply](#)

[Find Community Housing in Alberta](#): This tool provides management bodies responsible for subsidized housing in communities in Alberta, including smaller municipalities.

Please refer to the Government of Alberta [Affordable Housing Programs](#) webpage for up-to-date programs.

## AFFORDABLE HOUSING PROGRAM

PROGRAM	DESCRIPTION
<b>COMMUNITY HOUSING PROGRAM</b>	<p>The Community Housing Program offers subsidized rental housing to low-income families, seniors, and individuals who cannot afford other housing options.</p> <p>Tenant rent is based on 30% of a household's total annual income (non-senior household). This includes heat, water and sewer expenses but does not include electricity, phone, TV, and any other additional services such as parking.</p> <p>Management and tenant selection responsibilities belong to local housing providers.</p> <p>To find housing under this program, please refer to: <a href="#">Find Community Housing in Alberta</a>.</p>
<b>RENT SUPPLEMENT PROGRAMS</b>	<p>Rent supplement programs help households find affordable rental accommodation by providing rent subsidies in eligible rental projects.</p> <p>There are two types of Rent Supplement programs: <b>Private Landlord Rent Supplement</b> and <b>Direct to Tenant Rent Supplement</b>.</p> <p><b>Private Landlord Rent Supplement:</b> Local housing providers pay private landlords a rent supplement to subsidize the difference between a negotiated market rent and 30% of a household's adjusted income.</p> <p><b>Direct to Tenant Rent Supplement:</b> A subsidy is paid directly to an eligible tenant to help with rental costs. This is delivered to the eligible tenant by the local housing management body. The subsidy is based on the difference between 30% of a household's income and an agreed upon market rent, to a maximum subsidy established by the housing management body.</p> <p>Management and tenant selection responsibilities belong to local housing providers. For information on how to apply, call 780-422-0122.</p>



PROGRAM	DESCRIPTION
<b>SENIORS SELF- CONTAINED HOUSING PROGRAM</b>	<p>Seniors apartments where apartment-style housing is available for seniors who can live independently with or without assistance of community-based services.</p> <p>Applicants must be:</p> <ul style="list-style-type: none"> <li>• 65 years of age but exceptions may be made for applicants with special circumstances</li> <li>• Functionally independent, with or without the assistance of community-based services</li> </ul> <p>A tenant's rent, which includes heat, water and sewer expenses, is based on 30% of a household's adjusted income. Rent does not include electricity, phone, TV and any additional services such as parking.</p> <p>Management and tenant selection responsibilities belong to local housing providers.</p> <p>To find housing click on <a href="#">Find Community Housing in Alberta</a>.</p>
<b>SENIORS LODGE PROGRAM</b>	<p>The Seniors Lodge Program offers rooms, meals, services and recreational opportunities for independent seniors. Community-based services may help offer these amenities and opportunities.</p> <p>This program may be appropriate for those whose care needs would not otherwise be appropriately provided for in a health care facility.</p> <p>Applicants must be:</p> <ul style="list-style-type: none"> <li>• Over 65 years of age but exceptions may be made for applicants with special circumstances;</li> <li>• Applicants must be functionally independent, with or without the assistance of community-based services.</li> </ul> <p>Management and resident selection responsibilities belong to local housing providers. Each local housing provider sets their own lodge rates, and rates vary between regions. Regardless of the monthly lodge rate, each resident must be left with at least \$322 in monthly disposable income.</p> <p>To find housing click on <a href="#">Find Community Housing in Alberta</a>.</p>
<b>SPECIAL NEEDS ASSISTANCE FOR SENIORS</b>	<p>The Special Needs Assistance for Seniors options are available for individuals who have special housing needs, including:</p> <ul style="list-style-type: none"> <li>• People with developmental disabilities</li> <li>• People with physical challenges</li> <li>• Victims of family violence</li> <li>• Wards of the provincial government</li> <li>• The hard-to-house</li> <li>• Any other group with special housing needs</li> </ul>

PROGRAM	DESCRIPTION
	<p>Special Needs Housing options may include support services for residents. Management and tenant selection responsibilities belong to local housing providers. To find housing click on <a href="#">Find Community Housing in Alberta</a>.</p> <p>For more information on Special Needs Assistance for Seniors, <a href="#">click here</a>.</p>

## OTHER FINANCIAL ASSISTANCE PROGRAMS

SERVICE	DESCRIPTION
<b>EMERGENCY FINANCIAL ASSISTANCE: SERVICE ALBERTA</b>	<p>The <a href="#">Emergency Financial Assistance</a> through Service Alberta can be provided if:</p> <ul style="list-style-type: none"> <li>• Families are facing an emergency that exceeds their resources</li> <li>• Presents a severe health risk</li> <li>• If the emergency was caused by unforeseeable circumstances beyond their control, such as a house fire or sudden eviction</li> <li>• If the family cannot access other resources or wait until their next pay-cheque or Income Support benefit cheque</li> </ul> <p>The allowance covers costs:</p> <ul style="list-style-type: none"> <li>• Food</li> <li>• Clothing</li> <li>• Childcare</li> <li>• Transportation</li> <li>• Damage deposit</li> <li>• Temporary accommodation</li> <li>• Utility arrears (must be repaid if help is needed more than once)</li> <li>• Eviction payments (must be repaid if help is needed more than once)</li> </ul> <p>Costs that may be covered, but must be repaid include:</p> <ul style="list-style-type: none"> <li>• Essential home repairs</li> <li>• Essential appliance repairs</li> </ul> <p>For more information, visit <a href="#">Emergency Financial Assistance</a> or the <a href="#">Emergency Financial Assistance fact sheet</a>.</p>
<b>RESIDENTIAL ACCESS MODIFICATION PROGRAM (RAMP)</b>	<p>The <a href="#">Residential Access Modification Program (RAMP)</a> is available for low income Albertan's with mobility challenges. They offer grants to modify their home to better serve their specific needs.</p> <p>For more information, please visit <a href="#">Service Alberta</a>.</p>

# LIVING IN A RENTED HOME

## ENTRY INTO THE RENTAL UNIT

The landlord **cannot enter the tenant's rental unit without the tenant's consent** or consent from any adult person that is permitted to be in the residence. This consent can either be **verbal or written**. No notice is required if the tenant gives consent.

The landlord can enter the tenant's rental unit **without permission** but after **notice** in writing to the tenant with the following conditions:

- At least 24 hours before the time of entry
- The entry is made on a day that is not a holiday (including religious holidays of the tenant)
- If the entry is between 8:00 AM and 8:00 PM

The **form of notice** to enter a residential rental property must be in **writing**, be **signed** by the landlord/landlord's agent, **reasons for entry**, and **date and time of entry**.

The **tenant does not need to be present** when the landlord enters if proper notice has been given to the tenant. Additionally, the landlord cannot force the tenant to be out of the rental property when they enter. With proper notice, the tenant cannot refuse to allow the landlord to enter the rental property whether they are going to be home or will not be at home.

## REASONS FOR ENTRY

LANDLORD CAN ENTER:	24-HOUR WRITTEN NOTICE REQUIRED?
To inspect a repair	Yes
To make any repairs	Yes, unless there are emergency repairs
To take steps to control pests to meet laws in Alberta	Yes
To show the rental property to potential buyers or mortgagees	Yes, and it can be the landlord, landlord's agent, or a realtor
To show the rental property to tenants who may want to rent it (after notice of termination or during the last month of the fixed term tenancy)	Yes
If there is an emergency	No
If the tenant has abandoned the rental unit	No

## RENT

There is no law in place that states how much is fair rent for tenants to pay. The landlord can set the rent to any amount, and it is up to the tenant to pay the rent as is or to negotiate with the landlord for a different price. However, there are rules in place within the RTA on when and how a rent can be increased. There are also rules in place for what the landlord's options are when the tenant has not paid rent.

## RENT INCREASES

A landlord can increase the rent if they choose to, but they have rules they must follow before the increase can be effective. However, there is **no limit** to how much a landlord can increase the rent to.

A landlord cannot increase rent if the tenant, under a fixed or periodic tenancy, is served with a notice to end their lease because the rental property is being converted to condominiums or major renovations are required that need the rental property to be vacant.

The landlord **cannot increase** rent under a **periodic tenancy agreement** or a **fixed term tenancy agreement** until a minimum of one year (365 days) has passed either since the start of the tenancy, or the last rent increase, or whichever is later.

### Fixed term tenancy agreement

- If the 365<sup>th</sup> day occurs during the term of a fixed term tenancy, then the landlord cannot increase the rent until the tenancy agreement expires.
- The landlord does not have to provide a written notice to the tenant for the rent increase. However, it is always helpful for the landlord to provide a notice and for the tenant to speak to the landlord about the rent increase.
- Examples: If there is a one-year lease in place, the landlord can increase the rent only **after the 365 days have passed**. Another example is if the tenant has signed a 6-month lease, the landlord cannot increase the rent after the 6-months have passed. If the tenant decides to sign the same lease for another 6-months, only after the second lease in which 365 days have passed can the landlord increase the rent.

### Periodic term tenancy agreement

- Landlord's **cannot increase the rent without a written notice** under a periodic tenancy. The notice must be **in advance**, however the length of notice in advance is dependant on whether the tenancy agreement is **weekly, monthly, or yearly**.
  - **Weekly tenancy**: at least 12 tenancy weeks before the increase.
  - **Monthly tenancy**: at least 3 tenancy months before the increase.
  - **No end date**: notice with only the date of the increase.

- **Any other periodic tenancy:** at least 90 days before the increase.
- However, if the lease specifies a period of notice longer than the above, the landlord must give at least that longer period of notice before increasing the rent payable or recovering any additional rent resulting from the increase.
- The written notice must include:
  - The **effective date** of the increase
  - The landlord's **signature**
  - The **date** it was signed
- Under any periodic tenancy, if a tenant would like to end their lease, their notice must be on or before the date of the rent increase or it is assumed that they agree with the rent increase.

If the notice to increase does not comply with all the requirements within the RTA, it is void. If the tenant has paid the rent increase to a notice that does not comply to the RTA requirements, they have a right to recover the increased amount paid through RTDRS or in court.

## LOCKS AND SECURITY DEVICES

The tenant and landlord **cannot change** the locks on doors that provide access to the rental unit **without consent** of the other. The landlord and tenant cannot be locked out of the rental unit. When consent is given, the landlord or tenant making the **change must provide a copy of the new key** to the other as soon as the change is made.

The tenant does not need permission from the landlord to add locks that can be used from the inside, such as chain locks or locks on bedroom doors. If adding a lock to a door damages the door or frame (holes in the door), the tenant is responsible for repairing the damage or leaving the lock in place when they move out.

Setting up a security device inside the rental unit can be made if there is no damage during the set up or removal of the security device. If the device is not removed after the expiration of the lease, it becomes the property of the landlord.

## DELIVERING NOTICES

All notices are to be delivered in person or by registered mail.

Tenants are to use the mailing address that should be provided in the “notice of landlord,” while landlords should use the mailing address of the rental property the tenant is living in. Both the landlord and tenant can also serve a notice electronically that must result in a printed copy of the notice.

If the landlord has attempted to provide the notice to the tenant and the tenant is not present, or if the tenant is avoiding service from the landlord, or if they are absent, then the landlord can give

the notice to an adult that appears to live with the tenant, or post the notice in plain sight on the rental property the tenant lives in (such as outside of the entry door).

## REPAIRS

It is the **responsibility of the landlord** to make any repairs and provide the tenant with a reasonably **safe place** and one that is always in **good repair** from the beginning of the tenancy until the end.

The landlord must meet minimum standards for safety as stated in the Minimum Housing and Health Standards under the Public Health Act.

- Meaning that the rental unit is safe, sanitary, and **habitable** from the beginning to the end of the tenancy agreement. This includes making sure the rental premises are maintained in a waterproof, windproof, and weatherproof condition.
- The housing must provide heat, minimum indoor temperatures, drinkable water, sanitary facilities, cooking facilities, and adequate space for sleeping.
- All the rooms (including common rooms) must be kept in a clean and sanitary condition. This includes making sure that there are no pests, bed bugs, or mice.
- The Alberta Health Services, Environmental Public Health branch can be contacted for more information.

### HELPFUL TIP

A tenant **cannot** withhold rent because they believe that their landlord has not met their obligations. Similarly, a landlord cannot evict a tenant for exercising their rights as listed under the RTA or the Public Health Act.

The tenant has a right to apply to the RTDRS or court if a landlord ignores requests for repairs.

If a home has **bed bugs and pests**, tenants can contact Health Link Alberta at **811** (toll free number 1-866-408-LINK (5465)) to speak with an inspector if the landlord refuses, or does not address the bed bug problem. An inspector can look at the home and make an order for the landlord to address the issue.

## SUBLETTING THE RENTAL UNIT

If there are reasons that are not permitted for one to terminate their lease, they have the option of **subletting** the rental unit the end of their lease. This means that **another tenant** will reside in the rental unit while the original tenant is still under the tenancy agreement. The original tenant is still the main person that is responsible for paying the landlord.

However, to **assign** a lease means that the tenant can find another person to take over the tenant's lease in which the new tenant is responsible for paying the rent to the landlord.

Rules for subletting are stated in Section 22 in the RTA "Assignment and sublease." The following must be met to sublet the rental unit:



- Written consent from the landlord
- The landlord cannot refuse consent to a sublease unless they have reasonable grounds for refusal (i.e. the new tenant has bad credit). The landlord must provide the tenant with written reasons for refusal
- If the landlord does not respond to the sublease request within 14 days of receiving the request, then the tenant can assume the landlord agrees to the sublease
- The landlord cannot charge a fee or have any other considerations for giving consent to a sublease

## NEW LANDLORD

If a **new landlord** takes over the rental property, the new landlord must accept all the rights and responsibilities of the previous landlord. They must provide a “notice of landlord” within seven days of this new role. Additionally, they must provide the tenant with a statement that sets out the amount of the security deposit including the interest calculated from the previous landlord.

## ENDING A TENANCY AGREEMENT

A tenant or landlord may want to end a lease for many different reasons. The RTA sets out conditions that must be met by either the tenant or landlord when they want to end a tenancy agreement. Notice is required under a periodic tenancy agreement, whereas fixed term tenancy does not require any notice from the tenant or the landlord.

## ENDING A LEASE/TENANCY AGREEMENT

### FIXED TERM TENANCY AGREEMENT

- **Notice** to terminate a fixed term tenancy is **not required**.
- The tenancy agreement has a specific start and end date which does not require a notice from either the tenant or the landlord. However, the tenant and landlord can agree to continue the tenancy agreement after the end of the fixed term tenancy.

### PERIODIC TERM TENANCY AGREEMENT

- **Notice** to terminate periodic tenancies is **required**. Periodic tenancies can be terminated by either the landlord or the tenant on notice to the other.

## AMOUNT OF NOTICE REQUIRED

TYPE OF PERIODIC TENANCY	TENANT	LANDLORD
WEEK-TO-WEEK	1 full tenancy week	1 full tenancy week
MONTH-TO-MONTH	1 full tenancy month	3 full tenancy months
YEAR-TO-YEAR	60 days before the end of the tenancy agreement	90 days before the end of the tenancy agreement

- **Form of Notice:** the form of notice to terminate a tenancy must be provided to either the tenant or the landlord to the other in:
  - Writing
  - Signed by the person giving the notice
  - Reasons for terminating tenancy
  - Address of the rental unit
  - Date of leaving/terminating the rental unit (must respect and provide enough time to tenant or landlord with enough notice as listed below)
- **Date of notice falls on a holiday:** the next business day becomes the due date in accordance to the *Interpretation Act*
- **Late service of notice:** If a notice is served late, then the notice will still be due at a later date
  - **Week-to-week:** Will be effective on the last day of the next complete tenancy week.
  - **Month-to-month:** Will be effective on the last day of the next complete tenancy month. For example, if the tenant provides the notice on June 2 to end a month-to-month tenancy agreement on June 30, the notice is effective July 31.
- This is a permitted list for when the **landlord can end a periodic tenancy agreement**:
  - If the landlord is converting the residential rental property to a condominium unit, where the rental property must be vacant, or if there are major renovations required (excluding painting, replacing floor coverings, or routine maintenance), 365 days notice must be given to the tenant.
  - The landlord or the landlord's relative (any blood relative, marriage or adoption, or relative through an adult interdependent relationship) wants to move in.
  - The landlord has agreed to sell the rental property where all the conditions of the sales agreement have been satisfied or met when the buyer or relative of the buyer wants to move in. The buyer must ask the landlord to provide the tenant with a written notice to end the tenancy agreement.

- If the rental property is detached, or a semi-detached condominium unit, the buyer nor the buyer's relatives can occupy the rental property.
- The landlord intends to demolish the building/rental property.
- The landlord is an educational institution and the tenant was a student at the start of the tenancy but is no longer a student once the notice period has passed.
- The landlord intends to use or rent the rental premises for a non-residential purpose.

## ENDING A TENANCY AGREEMENT DUE TO DOMESTIC VIOLENCE

The RTA now provides tenants who are experiencing domestic violence the option to end a lease early, without financial penalty. These special considerations are for victims of domestic violence and allows tenants that have their name on the lease to end their lease if they believe their safety is at risk, or the safety of a dependant child or a protected adult, is at risk.

**Domestic violence** is defined within the RTA as any action, or failure to act, that:

- Causes injury or property damages and that intimidates or harms a person
- Causes a reasonable fear of property damage or injury to a person
- Constitutes psychological or emotional abuse
- Forced confinement of a person
- Results in sexual contact of any kind that is coerced by force or threat of force
- Stalking

As stated in the RTA, domestic violence must have been committed by:

- A spouse or former spouse
- Former or current interdependent partner
- Former or current dating partner
- Parent of child or adoptive parent
- Relative by blood, marriage, adoption or through an adult interdependent relationship
- Someone that lives and cares for the other person under a court order

## PROCESS OF ENDING A TENANCY AGREEMENT

The tenant can end a tenancy agreement by first providing a “certificate” that confirms the legitimate grounds to terminate the tenancy agreement.

To obtain this certificate, tenants must apply to the Safer Spaces Processing Centre. This request must include either of the following:

1. A copy of a protection order such as Emergency Protection Order, a Queen's Bench Protection Order, a Restraining Order, or a Peace Bond that is in effect.

2. A statement from a professional that states the safety, or the safety of a child or a protected adult that lives with the tenant, is at risk. These professionals can include a doctor, a nurse, a registered social worker, a registered psychologist, a psychiatrist, police or RCMP officer, or anyone who works for an agency that provides support for victims of crime (i.e. Victims Services) or an agency who provides shelter for victims of abuse.

Documents can be sent by:

- Email: [HS.SaferSpaces@gov.ab.ca](mailto:HS.SaferSpaces@gov.ab.ca)
- Fax: 1-800-666-5014
- In person: all locations can be found on the [Alberta Supports Centre website](#)

For more information on how to obtain a certificate, visit [Alberta Services website](#) or [CPLEA](#).

It can take up to **7 days to receive a certificate**. An advisor usually contacts the applicant on the best delivery option. This includes registered mail, fax, or in person at an Alberta Supports Centre or Alberta Works. Certificates cannot be emailed to applicants. The applicant can also request for the certificate to be sent to a support worker or the police.

The **tenant must serve the landlord with a 28-day notice before the day that the tenancy is to end** with the correct documentation. Tenants must pay the rent for the 28-day notice period. The tenant can ask the landlord to have this rent paid from the security deposit. The 28-day notice applies to all types of tenancy agreements. The notice must be in writing and include the signature of the tenant, the termination date, and must provide the landlord no later than 90 days of the certification being issued.

The tenant can deliver the notice to the landlord in person or have someone else deliver the notice on their behalf or delivered to the landlord by registered mail.

For more information, please visit: [Renting and Domestic Violence on CPLEA](#).

## TIPS FOR LANDLORDS ON DOMESTIC VIOLENCE

A [Domestic Violence Toolkit for Landlords](#) created by CPLEA is now available for any landlords, property managers, and any other individuals that are agents for landlords to help understand their role in preventing domestic violence on their rental premises. It provides basic information on how to deal with domestic violence if it occurs including links to resources and services.

# EVICCTIONS

The landlord can end tenancy agreements and **evict** tenants if the tenant does not follow the terms of the lease or the law. The different types of evictions are **14-day evictions** and **24-hour evictions**.

The **landlord has the authority** to:

- Provide the tenant with a 14-day notice to end a lease
- Provide the tenant with a 24-hour notice to end a lease for causing significant damage or assaulting/threatening to assault the landlord or another tenant
- Apply to the Residential Tenancy Dispute Resolution Service (RTDRS) or provincial court for an order to end a lease

## 14-DAY EVICTION NOTICE

A substantial breach occurs when a tenant does not carry out their obligations set out in the RTA or if a series of breaches of the tenancy agreement results in a substantial effect. This allows the landlord to provide a **14-day notice** to the tenant which must be:

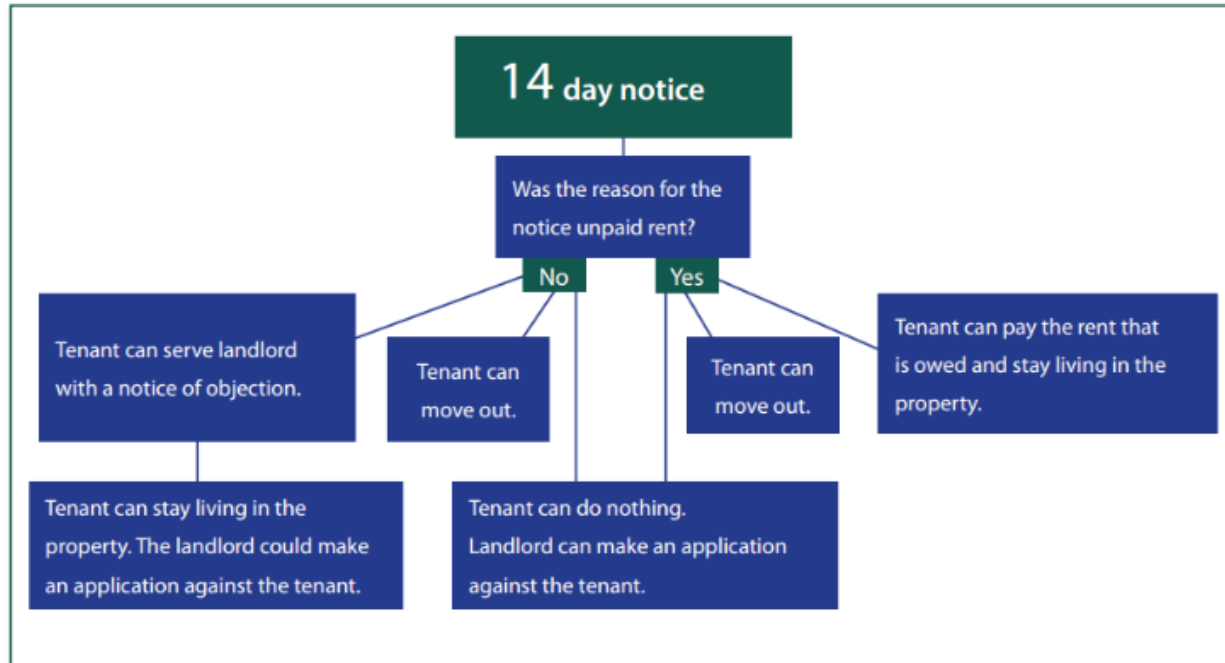
- In writing
- Signed by the landlord/landlord's agent
- Provide reasons for eviction
- Provide the time and date for the end of tenancy

If the **tenant has not paid rent**, the following information must be included in the notice:

- The amount of rent due and any additional rent that may become due during the notice period
- A statement that indicates the tenancy agreement will not be terminated if the tenant pays the rent due and any other additional rent due by the given date

The **tenant can object the 14-day notice** with a written notice to the landlord stating the reasons for objecting the eviction notice. It must be sent to the landlord before the termination date set out in the notice. The tenant must move out if the tenant does not object before the termination date.

The landlord can also hire a Civil Enforcement Agency to carry out a distress for rent. This option is only available to the landlord if the tenant is still living in the rental unit, but not when the tenant has moved out. The agency has the authority to **seize the tenant's possessions** to pay for the unpaid rent and any costs.



Source: The Centre for Public Legal Education Alberta (CPLEA): Laws for Landlords and Tenants in Alberta

## 24-HOUR EVICTION NOTICE

If a tenant has **significantly damaged** the rental property or has **physically assaulted** or **threatened** to physically assault the landlord, the landlord can then apply to the RTDRS or provincial court to end the tenancy or give a **24-hour notice** to the tenant which must be:

- In writing
- Address of the property
- Signed by the landlord/landlord's agent
- State the reasons for eviction
- Date and time the tenancy will end

A **tenant cannot object** to a 24-hour eviction notice. If the tenant does not move out after the 24-hour notice, the landlord can apply to the RTDRS or provincial court within 10 days after the tenancy has ended, for an order that confirms the end of the tenancy agreement. If the landlord does not apply to court within the 10 days, the 24-hour notice is not valid, which means the tenancy agreement is still in place and has not ended.

The landlord can also choose to go to provincial court or through the RTDRS to have an order that terminates the tenancy agreement immediately. This is available when the landlord believes the tenant will continue to significantly damage the property or if the landlord believes the tenant will continue to physically assault or threaten to physically assault the landlord or another tenant.

If any of the damages are not covered under the **security deposit**, the landlord can pursue the tenant for remedies through the RTDRS or provincial court.



Source: The Centre for Public Legal Education Alberta (CPLEA): Laws for Landlords and Tenants in Alberta



# MOVING OUT

## INSPECTIONS

When a tenant moves out of the rental unit, the inspections are just as important as when the tenant moves in. This is to make sure the landlord makes the correct amount of deductions from the security deposit if there are any damages and for the tenant to receive either the full amount from the security.

The inspection must be done within one week of the day the tenant moves out.

Refer to “**Inspections**” in “**Moving In**” section.

## LAST DAY OF A TENANCY AGREEMENT

On the last day of the tenancy agreement, the time of the tenancy ends at **12 noon** on that day **unless otherwise agreed upon** by the tenant and landlord.

The noon deadline does not apply if the landlord has given the tenant a 24-hour eviction.

## RETURNING THE SECURITY DEPOSIT

The landlord has **10 days** after the day the tenant leaves the rental property to either:

- Return the security deposit in full, with no deductions
  - If the landlord does not return the security deposit in full, the tenant is entitled to pursue legal action to recover the full amount
- Provide the **amount** of the security deposit deducted to the tenant with a statement indicating the amount deducted for, such as damages, cost of repairs or cost of cleaning
- Provide the tenant with an **estimate** of deductions if they are unable to determine the correct amount and return any money that will not be used. They must provide the tenant with a final statement and any money that the tenant/landlord owes within 30 days after the tenancy ends.

The landlord can **withhold** the security deposit if these **conditions are not met** to make up for the costs of any damages:

- If there is no damage beyond **normal wear and tear**.
  - The RTA defines normal wear and tear “as the deterioration that occurs over time with the use of the premises even though the premises receive reasonable care and maintenance.”
- The rental property has been properly cleaned. Some landlords provide a suggested list of what needs to be cleaned.
- If there are no costs/rent owed

**The landlord cannot deduct from the security deposit for damages until all the requirements for inspection reports have been met.** However, they can deduct for any other costs that are not related to the condition of the residential rental property without an inspection report.

## **ABANDONED ITEMS**

In some cases, tenants may leave their belongings behind after their tenancy agreement has expired and have vacated the rental premises. The RTA has conditions in place for the landlord and how to deal with this situation.

The landlord has the right to dispose of those belongings if they believe the items are **worth less than \$2,000**, if the value of the goods will depreciate in market value, it is unsanitary, unsafe, or will spoil. The landlord can sell the items for what they believe to be a reasonable price.

However, if the abandoned goods are worth **\$2,000 or more**, the landlord must **store the items for 30 days**. The tenant can reclaim their possessions within those 30 days by paying the landlord any costs associated with moving and storage in which the landlord must return the items after the owed amount is paid.

If the tenant does not reclaim their possessions within the 30 days, then the landlord has the right to sell the items by public auction or by private sale with an approval of the court. The landlord can use the money for any of the costs incurred for moving, storage, and selling the items. However, the landlord can also keep the amount that the tenant had owed (i.e. rent or any damages). If any money is left over, the Minister responsible for the RTA holds this amount for a period of one year for the tenant to claim. If the tenant does not claim this amount, then it automatically goes into the General Revenue Fund.

The landlord must keep a **record of the storage for a minimum of three years** and must include the following information:

- A description of the items
- Where and when the items were stored
- Any costs claimed by the landlord
- When the items were returned to the tenant
- If items were sold, details of the sale including where and for how much, amount claimed by the landlord, and amount paid to the Minister
- How the items were disposed if they were not sold or returned to the tenant

## DISPUTES WITH THE LANDLORD/TENANT

If there are any issues with either the landlord or the tenant from the other, it is often easier for the landlord and tenant to come to a solution privately between the two. If a resolution is reached, this should be in **writing** and **signed** by both the tenant and landlord. If no resolution is reached there are other **formal** and **informal options** available for both the landlord and the tenant.

## OPTIONS FOR FILING A COMPLAINT

### RESIDENTIAL TENANCY DISPUTE RESOLUTION SERVICE (RTDRS)

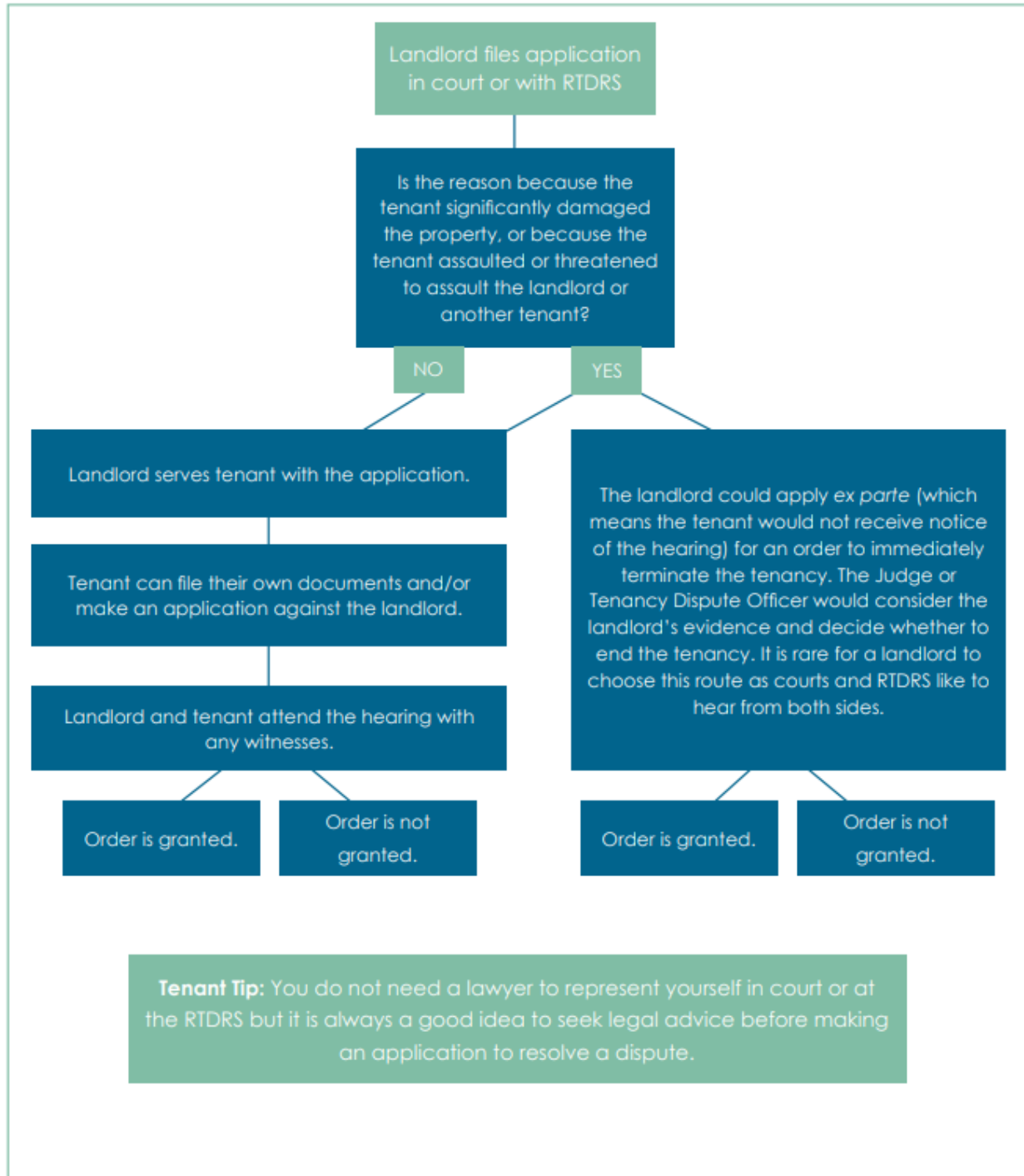
A less formal, and **less expensive** system outside of the courts is through the Residential Tenancy Dispute Resolution Service (RTDRS). This service provides landlords and tenants alternative means if they have a dispute under the RTA. The RTDRS may accept applications of up to \$50,000. The RTDRS requires certain documents that must be filed with them and must be served to the other party. The other party can respond to these applications the same way. A Tenancy Dispute Officer listens to both the tenant and landlord and decides on a resolution.

### PROVINCIAL COURT

A tenant or landlord can make an application for a Provincial Court judge to resolve. Although this process is similar to the RTDRS, it is **more expensive** to file an application. A judge hears the complaints from both the tenant and landlord, and orders a decision based on the evidence presented. The remedy cannot be more than \$50,000.

### COURT OF QUEEN'S BENCH

The Court of Queen's Bench is the highest court in Alberta and is generally used to appeal any decisions made by the RTDRS or provincial court. This process is **very expensive** therefore it is always recommended to seek legal advice before pursuing this direction.



Source: The Centre for Public Legal Education Alberta (CPLEA): Laws for Landlords and Tenants in Alberta

## BREACH BY THE LANDLORD

If the tenant has good reason to believe that the landlord is not fulfilling their obligations as listed in the RTA, they have the option of resolving the dispute through provincial court or through the RTDRS. The tenant can ask for the following if the landlord has not met their obligations under the RTA:

- Payment for damages that the tenant has experienced because of the landlords failed fulfillment of their obligations under the RTA
- An abatement/reduction of rent because the landlord did not provide you the benefit of what was stated in the lease, such as peaceful enjoyment of the rental premises
- Compensation for what the landlord should have done
- Termination of the lease in which the landlord's actions are serious enough to end the lease

## BREACH BY THE TENANT

If the tenant is not fulfilling their obligations as stated under the RTA, then the landlord can do one of the following:

- Give a **14-day notice**, or a **24-hour notice** to end the lease
- Apply to a provincial court or RTDRS to end the lease
- Apply to a provincial court or RTDRS if the tenant does not want to give up/leave the rental premises after their tenancy ends. This gives the landlord the authority to hire a Civil Enforcement Agency to remove the tenant from the property.
- Apply to court or RTDRS if the tenant has not paid rent or if there are arrears, damages that have not been paid for, or if the landlord has incurred a financial loss because the tenant has not followed their obligations under the RTA

## LANDLORD OBLIGATIONS AFTER COMPLAINT HAS BEEN MADE BY TENANT

The **landlord cannot terminate a tenancy or take any retaliatory actions** (including financial penalty) for the sole reason of the tenant making an application/complaint, assisting in investigation or inquiry or providing evidence at a hearing under the RTA or the Public Health Act.

## USEFUL LINKS AND CONTACTS

**Note:** The headings of each resource will direct to a website.

### Canada Mortgage and Housing Corporation (CMHC)

Provides information and tools in many languages. This is a helpful tool for newcomers to read tenant and landlord laws, regulations and their obligations in the language of their choice.

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### Consumer Complaint with Service Alberta

When an agreement is not reached, a consumer complaint can be made. There is information on how to file a complaint with Consumer Services and when an investigation can be opened, and additional options that are open to consumers. The Consumer Contact Centre provides provincial information and services related to landlord and tenant and consumer protection legislation.

P: (780) 427-4088

Toll-free: 1-877-427-4088

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### Residential Dispute Resolution Services (RTDRS)

This service allows landlords and tenants to handle disputes outside of the court system.

P: (780) 644-3000, or toll free at 310-0000 before the phone number (in Alberta)

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### RTA Handbook and Quick Reference Guide

This handbook is designed to explain the rights and responsibilities of all tenants, landlords, and any agents involved in renting residential premises in Alberta in accordance to the *Residential Tenancies Act (RTA)* and regulations. This link also provides a checklist for tenants and a sample cleaning list in different languages.

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LANDLORD AND TENANT ADVISORY BOARDS AND INFORMATION SERVICES	
<p><b><u>Alberta Residential Landlord Association</u></b></p> <p>P: 780-413-9773  <a href="https://www.albertalandlord.org/">https://www.albertalandlord.org/</a></p>	<p><b><u>Calgary Residential Rental Association</u></b></p> <p>P: 403-265-6055  E: <a href="mailto:info@crra.ca">info@crra.ca</a></p>
<p><b><u>Edmonton Landlord and Tenant Advisory Board (ELTAB)</u></b></p> <p>Search “landlord” or “tenant” at  <a href="http://www.edmonton.ca">www.edmonton.ca</a></p>	<p><b><u>Red Deer – Central Alberta Community Legal Clinic (CACLC)</u></b></p> <p>P: 403-314-9129 or toll free 1-877-314-9129  E: <a href="mailto:info@communitylegalclinic.net">info@communitylegalclinic.net</a></p>
<p><b><u>Service Alberta</u></b></p> <p>Contact Service Alberta if there is no Board available in an area. A Landlord and Tenant Advisory Board will only serve residents of the municipality or area that set it up.</p>	<p><b><u>Wood Buffalo (Fort McMurray)</u></b></p> <p>P: 780-743-7888</p>



## GLOSSARY

**Assign/Assignment:** An assignment is when a lease already exists under Tenant A, but Tenant B decides to take over. The lease then becomes Tenant B's responsibility with no change in terms and conditions, unless otherwise agreed by the landlord.

**Deposit (Security or Damage):** A sum of money given to the landlord at the beginning of a tenancy agreement and returned to the tenant at the end of the tenancy given that the conditions of the lease have been met.

**Domestic Violence:** Defined in the RTA as any action, or failure to act, that causes injury or property damages and that intimidates or harms a person; causes a reasonable fear of property damage or injury to a person; constitutes psychological or emotional abuse; forced confinement of a person; results in sexual contact of any kind that is coerced by force or threat of force; and stalking. Domestic violence must have been committed by a spouse or former spouse; former or current interdependent partner; former or current dating partner; parent of child or adoptive parent; a relative by blood, marriage, adoption or through an adult interdependent relationship; or someone that lives and cares for the other person under a court order.

**Eviction:** Occurs when a landlord decides to end a lease because the tenant has not followed his/her obligations under the RTA or any other obligations in their tenancy agreement. This is also referred to as "termination of tenancy" in the RTA.

**Fixed Term Tenancy Agreement:** A fixed term tenancy agreement begins and ends on specific dates. For example, the landlord and tenant can agree on a one-year term, from January 1, 2019 to December 31, 2019 or a two-year term from January 1, 2019 to December 31, 2020. The end of the lease would automatically end on the expiration date at noon.

**Habitable:** The rental premises must be fit for living meaning that it must meet the Minimum Housing and Health Standards required by the Public Health Act, as well as any municipal bylaws and codes.

**Inspections:** A review of the state of repair of a rental premise. This is done at the beginning and end of a tenancy agreement. Both the tenant and landlord should be present when inspections are completed.

**Landlord:** The legal owner of the residential premises, or some other person that has control of the residential premises. This can be a property manager, leasing agent, caretaker, building manager, or any other person who controls whether someone can rent the place is a landlord. A person who, in law, has the same rights as the landlord is a landlord. Examples include the heirs of the landlord, secured creditors acting on their security, or someone who obtains ownership from the landlord. Any person who has a right of possession of the residential premises and the right to go to court to ask for enforcement of the landlord's rights is also a landlord. An example of this is

a tenant who has entered into an agreement with the landlord to assume the role of landlord in renting out units within specified residential premises.

**Lease:** A legally binding agreement with conditions to rent a residential unit. This is often written (recommended) but can also be oral, between a tenant and landlord. Also called a residential tenancy agreement.

**Normal Wear and Tear:** The gradual worsening of the condition of rental property over time that happens even when the property is looked after properly. For example, eventually over several years, walls will have to be repainted. This is normal wear and tear. If the walls are not looked after, or holes are knocked in them, this is damage and not normal wear and tear. Another example is that carpets wear out over time and need to be replaced, even though they have been properly and regularly cleaned. Cigarette burns, oil stains, or pet stains in the carpet that require expensive cleaning or replacement of the carpet before it is worn out is damage and not normal wear and tear.

**Notice:** A written document from the landlord to the tenant, or from the tenant to the landlord, about something in the residential tenancy agreement. A notice should always be written, show the date of the notice, and be signed by the person giving the notice.

**Notice of Landlord:** Landlord's must provide this type of notice to tenants which contains contact information for the landlord (or agent of landlord). The notice must be served to the tenant within 7 days of the tenant moving into to the rental unit.

**Periodic Tenancy Agreement:** A periodic tenancy agreement has a start date but no end date. For example, this can be either a month-to-month, week-to-week or year-to-year. To end a periodic tenancy agreement, the landlord or tenant must give notice to end the lease. There are specific requirements on the length of notice required which can be found on “**ending a tenancy agreement**” section.

**Rent:** The amount of money that the tenant has agreed to pay to the landlord on a specific day for each tenancy period (weekly, monthly, or yearly) that the tenant is living in the rental unit.

**Sublet/Sublease:** Subletting is when the tenant rents out the rental property to someone else before the rental period ends on the lease. The original tenant is still directly responsible for the rent. The landlord needs to provide permission to the original tenant before they can sublet the space. A landlord can only refuse to sublet on reasonable grounds. If the landlord does not respond within 14 days of the request to sublet, then the law assumes that the landlord consents to tenant subletting the rental premises.

**Tenancy Agreement:** A legally binding agreement with conditions to rent a residential unit. This is often written (recommended) but can also be oral, between a tenant and landlord. Also called a lease.

**Tenant:** A person(s), who have permission to live in someone rental premises because they have a residential tenancy agreement. A tenant is also a person(s) who have permission to live in a place because of a sublet or assignment of a residential tenancy agreement.

**Utilities:** Services that include heat, water, electricity, cable and phone. These services may or may not be included with the rent. If the tenant is required to pay the utilities, the Utilities Consumer Advocate can help tenants make informed choices on electricity and natural gas based on their personal circumstances.

## NOTES

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<sup>i</sup> Sarah V. Wayland, “The Housing Needs of Immigrants and Refugees in Canada” in *Canadian Housing and Renewal Association*, Ottawa, ON: (May 2007), from [https://homelesshub.ca/sites/default/files/attachments/FinalReport\\_CHRAImmigrationHousing\\_June\\_2007.pdf](https://homelesshub.ca/sites/default/files/attachments/FinalReport_CHRAImmigrationHousing_June_2007.pdf).

<sup>ii</sup> “Housing Market Information Portal,” *Canada Mortgage and Housing Corporation*, <https://www03.cmhc-schl.gc.ca/hmip-pimh/en/TableMapChart/CoreHousingNeedMethodology>.

<sup>iii</sup> Ibid.

<sup>iv</sup> “Core Housing Need Status by Selected Characteristics and Gender,” *Canada Mortgage and Housing Corporation*, <https://www.cmhc-schl.gc.ca/en/data-and-research/data-tables/core-housing-need-status-selected-characteristics-gender>.

<sup>v</sup> Wayland, “The Housing Needs of Immigrants and Refugees in Canada.”

<sup>vi</sup> Ibid.

<sup>vii</sup> “Evaluation of Government Assisted Refugees (GAR) and Resettlement Assistance Program (RAP),” *Government of Canada: Immigration, Refugees and Citizenship Canada*, last modified November 4, 2011, <https://www.canada.ca/en/immigration-refugees-citizenship/corporate/reports-statistics/evaluations/government-assisted-refugees-resettlement-assistance-program/section-3.html>.

<sup>viii</sup> Ibid.

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