

EVICCTIONS

An **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.

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

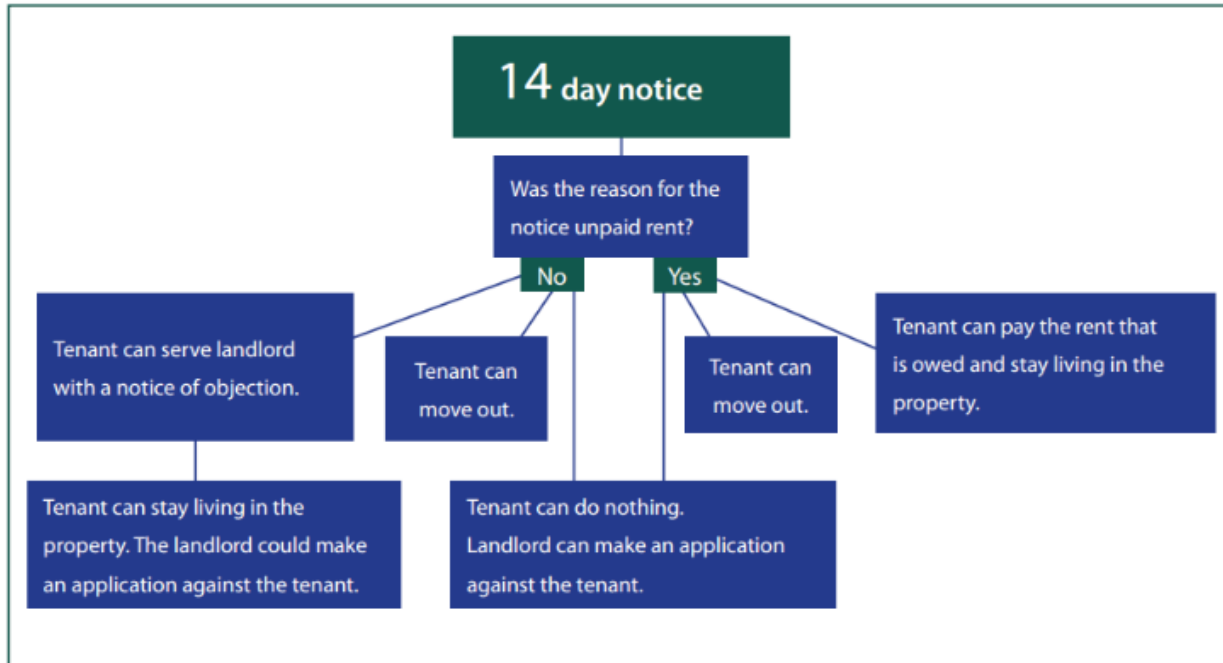
If the **tenant has not paid rent**, the following information must be included in the notice:

- 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 \(CPLA\): 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 (CPLA): Laws for Landlords and Tenants in Alberta