

Information for Landlords and Tenants

This publication is intended to provide general information only and is not a substitute for legal advice.

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Information about the Legislation

In Alberta, the *Residential Tenancies Act* (RTA) applies to most people who rent the place where they live. This law sets out the rights and responsibilities that apply to landlords and tenants. The RTA references the following four regulations which also apply to residential tenancies:

- Residential Tenancies Ministerial Regulation
- Residential Tenancies Exemption Regulation
- Security Deposit Interest Rate Regulation
- Subsidized Public Housing Regulation

Alberta Government Services is responsible for enforcing the RTA and the regulations. For information about how the RTA may apply to you, or for information on how to make a complaint, you may contact:

Alberta Government Services Consumer Information Centre

In Edmonton: **(780) 427-4088**
Toll-free in Alberta: **1-877-427-4088**
website: www.gov.ab.ca/gs

This tipsheet provides general information about the RTA and the four supporting regulations. If you wish to consult the legislation, current versions can be viewed on Alberta Government Services website: www.gov.ab.ca/gs - select "Legislation Acts / Regulations" and then select the item you wish to view.

You may purchase the RTA and the regulations from the Queen's Printer Bookstore. (If you are ordering copies of the legislation, you will need at least the RTA and the Residential Tenancies Ministerial Regulation.)

Queen's Printer Bookstore

Calgary:
John J. Bowlen Bldg.
602, 620 7 Avenue SW
Calgary, AB T2P 0Y8
Phone: (403) 297-6251
website: www.qp.gov.ab.ca

OR

Edmonton
10611 98 Avenue
Edmonton, AB T5K 2P7
Phone: (780) 427-4952
website: www.qp.gov.ab.ca

Who is a tenant?

Tenants are people who rent the place where they live. The RTA applies to most residential tenants who live in one of the following:

- a house, apartment, duplex or mobile home;
- a hotel or motel room (if rented for more than six consecutive months); or
- a rooming or boarding house (in most cases).

The RTA does **not** apply to the following types of tenancies:

- people who share a landlord's living quarters as though they were a part of the landlord's family;
- mobile home sites as set out in the *Mobile Home Sites Tenancies Act*;
- premises that are occupied for business purposes that also have living accommodations attached and both are rented under a single agreement;

- hotels, motels, trailer parks, tourist homes, or other vacation accommodations if a person lives there for less than six consecutive months;
- premises rented to a student by an educational institution, unless the student has exclusive possession of self-contained premises; or
- most nursing homes, social care facilities, government-operated senior lodges and correctional institutions.



If you don't know if the RTA applies to you, call your local Landlord and Tenant Advisory Board, Landlord and Tenant Information Service, or Alberta Government Services (see Page 12).

Who is a landlord?

The RTA says a **landlord** may be:

- the current or new owner of the premises;
- the property manager who acts as an agent for the owner;
- the person who rents out the premises; or
- any person other than the owner who falls within the definition of a landlord in the act.

The landlord may be an individual, a group of people, or a business.

Tenants need to know the identity of their landlord. To ensure tenants have this information, the RTA requires landlords to provide tenants with a "notice of landlord" within seven days of the date a tenant moves in:

- the notice must state the landlord's name, a postal address and physical location in Alberta;
- the landlord may post the notice in a very visible place in the building's common area; or it may be included in the tenancy agreement; and
- the landlord must keep the notice up to date.

Moving In

Before a tenant moves in, the landlord and tenant need to agree to the terms of their business relationship in a contract called a residential tenancy agreement.

This residential tenancy agreement, which is often referred to as a lease, may be written or verbal, but written is always best.

In Alberta, residential tenancy agreements may be either **periodic** or **fixed term**.



A **fixed-term tenancy** begins and ends on specific dates.

For example: a landlord and tenant may agree that the tenancy will be for a fixed-term of two years, from January 1, 2005 to December 31, 2007. On December 31, 2007 the tenancy will automatically end. No notice is required to end the tenancy by either the landlord or the tenant.

A **periodic tenancy** has a start date but no end date.

Either the landlord or tenant may end a periodic tenancy by giving notice. Most periodic tenancies are month-to-month, but they can also be week-to-week, or year-to-year.

A **residential tenancy agreement** cannot take away any of the tenant's rights that are provided by the RTA. Before you sign an agreement check for the following:

- the type of tenancy (periodic or fixed-term);
- the amount of rent to be paid and when it is to be paid (e.g., the 1st of the month);

- who pays for utilities and services like cable TV;
- who pays for repairs; and
- any specific rules the landlord requires you to follow (e.g., no pets).

Both the landlord and tenant should sign the residential tenancy agreement. The landlord must give a copy of the agreement to the tenant within 21 days from the time the tenant signs and returns it to the landlord. The tenant can withhold rent until they have received it.



Read everything in the residential tenancy agreement before you sign.

The Security Deposit

Landlords usually ask tenants for a security deposit, sometimes called a damage deposit. The RTA limits the maximum amount a landlord may ask for as a security deposit. It cannot be more than the equivalent of one month's rent at the time the tenancy starts. The security deposit cannot be increased as rent increases.

Landlords must deposit all security deposits in an interest-bearing trust account in a bank, treasury branch, credit union or trust company in Alberta within two banking days of the time they collect them from the tenant.

The landlord must pay interest to the tenant, at the end of each tenancy year, unless both parties agree otherwise. If the landlord and the tenant agree in writing, interest may be compounded annually and paid to the tenant at the end of the tenancy. The minimum annual interest rate that landlords must pay on security deposits is determined by a formula set out in the Security Deposit Interest Rate Regulation.

Each year, Alberta Government Services publishes the minimum interest rate a landlord must pay on security deposits. Landlords and tenants can use Alberta Government Services online security deposit interest calculator to determine the amount of interest that is owed on any specific security deposit based on the regulated interest rate. The calculator is located on the following website:

www.gov.ab.ca/gs → select Landlord and Tenant → Security Deposit Interest Rates for Alberta → Security Deposit Interest Calculator.

A landlord is required to keep security deposit records for at least three years. Records must include the following information:

- the date of receipt and amount;
- the date security deposit was deposited;
- the name and location of the financial institution;
- the interest payable and paid to tenant; and
- the disposition of security deposit.

Records must be made available for inspection by the Director or an authorized person.

Taking possession

Unless otherwise agreed, a tenant takes possession of a residential premises when the security deposit, fees and any required rent is paid and the landlord gives the tenant the keys to the premise.



Responsibilities of landlords and tenants

The RTA sets out specific responsibilities for landlords and for tenants. Even if these responsibilities are not included in the residential tenancy agreement, landlords and tenants must meet the requirements of the act.

Landlords must:

- Make the premises available on the date the residential tenancy agreement takes effect.
- Give the tenant a written “notice of landlord” within seven days of the tenant moving in, or post the notice in a very visible place in the building’s common area. The notice must be dated, signed and include the landlord’s name, postal address and physical location in Alberta. The landlord must keep the notice up-to-date.
- Not disturb the tenant’s peaceful enjoyment of the premises, that is, not bother the tenant beyond what is necessary to do the landlord’s business.
- Ensure the premises are habitable at the beginning and throughout the tenancy. Habitable means the premises meet the Minimum Housing and Health Standards under Alberta’s *Public Health Act* and Housing Regulation. These standards can be viewed online at: www.health.gov.ab.ca/resources/publications

New landlords must:

- Accept all the rights and responsibilities of the previous landlord.
- Provide a “notice of landlord” within seven days.
- Provide the tenant, within a reasonable period of time, a statement setting out the amount of the security deposit and interest, calculated as of the date the landlord acquired their interest in the premises.

Tenants must:

- Pay the rent on time.
- Be considerate of the landlord and other tenants.
- Not endanger other tenants.
- Not perform illegal acts or conduct illegal business on the premises.
- Keep the premises reasonably clean.
- Prevent damage to the premises.
- Move out when the rental agreement ends.

What if the premises aren’t ready?

If the premises aren’t ready for the tenant on the day the residential tenancy agreement takes effect, the tenant may cancel the agreement. Another option is for the tenant to apply to court to order the landlord to live up to their agreement. The tenant may also sue the landlord for damages if the premises are not ready on time.

Inspection reports

An inspection report describes the condition of the premises when a tenant moves in and again when they move out. It is mandatory for landlords and tenants to complete both a move-in and a move-out inspection report.

Tenants can use an inspection report to prove they are not responsible for damage that occurred before they moved in.



Landlords cannot make any deduction for damages or cleaning costs from the security deposit when the tenant moves out if the inspection report requirements have not been met.

Move-in and move-out inspection reports

- Landlords and tenants must inspect the premises within one week before or after a tenant moves in and within one week before or after a tenant moves out.
- The premises should be vacant when the inspections take place, unless the landlord and tenant agree otherwise.
- The landlord and tenant should inspect the residential premises together. They should write down the condition of the premises and any damages such as scratches or burns.
- Both parties must sign the inspection reports.
- The landlord must give the tenant a copy of both the move-in and move-out inspection reports as soon as they are completed.
- A landlord can conduct the inspection without the tenant being present if the landlord has offered the tenant two inspection times and the tenant has refused or did not attend.
- The law requires that certain statements must be included in the inspection report. For more information, see the Residential Tenancies Ministerial Regulation.
- Several organizations sell inspection report forms - see Resource and Referral Information on pg. 12.
- The landlord must keep copies of the inspection reports for three years after the tenancy terminates.

Living there

The RTA sets out requirements for both landlords and tenants which will apply during the lifetime of the tenancy. The following section addresses issues that will impact landlords and tenants during the tenancy.



Rent increases

Under a fixed-term residential tenancy agreement, the landlord and tenant agree to the amount of rent a tenant will pay for the entire term of the tenancy.

Under a periodic tenancy agreement, the landlord may raise the rent during the tenancy.

There are no controls over the amount by which the landlord may raise the rent. The RTA does limit the frequency of increases to two per year and the Residential Tenancies Ministerial Regulation specifies the amount of time that must pass between rent increases.

If the landlord wants to increase the rent, the landlord’s notice to the tenant must:

- be in writing;
- be dated;
- state the effective date of the increase; and
- be signed by the landlord.

The amount of notice required to increase the rent depends on the type of periodic tenancy.

- 12 full tenancy weeks for a week-to-week periodic tenancy.
- three full tenancy months for a month-to-month periodic tenancy.
- 90 days for any other periodic tenancy.

Type of Periodic Tenancy	Time between Increases
Week-to-week	26 full tenancy weeks
Month-to-month	6 full tenancy months
Any other periodic tenancy	180 days

If a notice does not comply with the requirements, it is void. A tenant who pays an increase in rent based on a notice that does not comply with these requirements may recover the amount of the increase, with court approval.

Locks and security devices

Neither the landlord or tenant can be locked out of the residential premises. If the landlord adds or changes locks, a new key must be given to the tenant right away. If a tenant wants to add or change locks to increase security, they may do so with the permission of the landlord. The tenant must give the landlord a new key as soon as the change is made.

Without the landlord's permission, tenants may only add locks that can be used from the inside, such as chain locks.

If adding a lock makes holes in the door or frame the tenant must leave the lock in place when moving out or repair the damage if the lock is removed.

When can the landlord enter the premises?

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

Entry without permission and without notice

The landlord may enter the premises without permission and without giving proper notice to the tenant:

- when the landlord has reason to believe there is an emergency; or
- when the landlord has reason to believe that the tenant has abandoned the premises.

Entry without permission but with proper notice

The landlord may enter the residential premises without permission but only if the landlord has given the tenant a written notice at least 24 hours before the time of entry. The landlord can give notice to enter for specific reasons outlined in the act:

- to do repairs;
- to inspect the state of repair of the premises;

- to take necessary steps to control pests;
- to show the premises to prospective purchasers, or mortgagees; or
- to show the premises to prospective tenants after the landlord or tenant has given notice to end a periodic tenancy, or, in the final month of a fixed-term tenancy.

Form of notice to a tenant

A notice to enter the residential premises must meet specific requirements:

- it must be in writing;
- it must be signed by the landlord or agent;
- it must state the reason for the entry; and
- it must state the date and time of the entry. The time may be expressed as a period of time that begins and ends at a specified time. Entry can only be between 8 a.m. and 8 p.m. on a day that is not a holiday or the tenant's day of worship.

The tenant does not have to be present since the landlord has the right to enter as long as proper notice has been provided.

Repairs

The landlord is responsible for keeping the premises reasonably safe and in good repair at all times, not just at the beginning of a tenancy. Standards for safety and comfort are set out in the *Public Health Act* and regulations. The Minimum Housing and Health Standards can be found on the Internet at:

www.health.gov.ab.ca/resources/publications.

Tenants can contact their local Regional Health Authority for more information.

If a landlord ignores a tenant's request for repairs, the tenant may apply to court:

- to recover damages;
- to have the rent reduced to make up for any

benefits the tenant has lost because the landlord didn't carry out the landlord's obligations;

- to compensate for the cost of performing the landlord's obligations; or
- to end the tenancy.



NOTE: A tenant cannot withhold rent because they believe the landlord is not meeting their obligations and a landlord cannot evict a tenant for exercising their rights under the RTA or the *Public Health Act*.

Subletting

A tenant cannot sublet or assign the rented premises to someone else without the landlord's written consent. A landlord may not refuse permission without reasonable grounds and must give the tenant their reason, in writing, within 14 days after receiving the request.

If the landlord does not answer the request within 14 days, the tenant may assume that the landlord agrees to the sublease or assignment.

A landlord may not charge a fee for giving consent to a sublease.

Unauthorized occupants

At the beginning of a tenancy, the landlord and tenant should agree on who is allowed to live in the rented premises. All tenants' names should be listed in the tenancy agreement. If someone who is not listed in the tenancy agreement is living in the residential premises, the landlord has the right to give that person a 14-day notice to leave.

for that person to vacate the premises.

In cases where the tenant has moved out, the landlord can give an unauthorized occupant a 48-hour notice to leave. If the occupant does not move out in 48 hours, the landlord can apply to the court for an order for recovery of possession of the premises.

If the unauthorized occupant does not move out in the 14 days, the landlord can apply to court for an order

What landlords can do if they have problem tenants

If a tenant assaults, or threatens to assault a landlord or another tenant, or does significant damage to the residential premises.

The landlord can:

- apply to court to end the tenancy; or
- give the tenant a **24-hour notice** to end the tenancy. The **24-hour notice** must:
 - be in writing;
 - be signed by the landlord or agent;
 - state the reason for eviction; and
 - state the time and date the tenancy ends.

In either case, the landlord may sue the tenant for any damages not covered by the security deposit, once the inspection reports have been completed.

If a tenant has been given a 24-hour notice but does not move out.

The landlord has 10 days after the tenancy ends to apply to court for an order that confirms that the tenancy will end. If the landlord doesn't apply to court within the 10 days, the 24-hour notice is no longer valid which means the tenancy has not ended.

If a tenant commits a substantial breach* of the tenancy agreement.

* A substantial breach occurs when a tenant does not carry out any of their obligations under the RTA or when a tenant commits a series of breaches of the residential tenancy agreement, and the cumulative effect is damaging.

The landlord can:

- apply to court to end the tenancy; or
- give the tenant a **14-day notice** to end the tenancy. The **14-day notice** must:
 - be in writing;
 - be signed by the landlord or agent;
 - state the reason for the eviction; and
 - state the time and date the tenancy ends.

NOTE: 14-day notice of termination

The RTA says that a tenant must be given notice at least 14 clear days before the tenancy is to end. This means that the day the notice is given and the day the tenancy ends do not count as part of the 14 days. If a landlord gives the tenant notice on the 4th of the month, the earliest day the tenancy can end is the 19th of the same month.

If a tenant objects to a 14-day notice.

A tenant who objects to the reason stated for termination in a 14-day notice must:

- give the landlord a written explanation of why the tenant disagrees with the reasons given; and
- deliver the written objection to the landlord before the 14 days are over.

If a tenant objects to the reason for termination, or if a tenant does not leave at the end of a 14-day notice period, the landlord can:

- apply for a court order to terminate the tenancy and get possession of the premises. Until the court issues the order, the tenant may remain on the premises. Once a writ of possession is issued, the tenant must move out by the date in the writ.

How must a landlord deliver notices?

Landlords must deliver notices in person or by registered mail. If the tenant is not home to receive the notice, the landlord can give the notice to another adult who lives with the tenant or, the landlord can post the notice in plain sight on the rented premises.

If a tenant doesn't pay the rent.

The landlord can:

- apply to court for an order to end the tenancy; or
- give the tenant a **14-day notice** of termination of tenancy. In addition to the requirements listed above, the notice in this situation must also include:
 - the amount of rent due as of the date of the notice and any additional rent that may become due during the notice period; and
 - a statement that the tenancy will not be terminated if, on or before the termination date in the notice, the tenant pays the rent and any additional rent due as of the date of payment.

A tenant cannot object to a 14-day notice that is for non-payment of rent.

The landlord can hire a Civil Enforcement Agency to carry out a Distress for Rent. The Agency can seize the tenant's possessions to pay for the unpaid rent and costs. This option is only available when the tenant is living in the residential premises. Once the tenant moves out, the landlord cannot use this remedy.

Moving out

A tenancy may end for many different reasons. Sometimes it is the landlord who wants to end the tenancy and sometimes it is the tenant. The RTA provides landlords and tenants with requirements which must be met in order to properly end a tenancy.

When can a landlord end a periodic tenancy?

Landlords can only give notice to end a periodic tenancy under specific conditions set out in the Residential Tenancies Ministerial Regulation.

- The landlord or a relative of the landlord wants to move in. (The relative does not have to be a blood relative, it could, for example, be a nephew, niece, adoptee, cousin, or the relative of a spouse.)
- The landlord agrees to sell the premises, all conditions of the sales agreement have been satisfied or waived and the buyer or a relative of the buyer wants to move in. In this case, the buyer must ask the landlord in writing to give the tenant a notice to end the tenancy.
- The landlord intends to demolish the building that the tenant lives in.
- The premises are a detached or semi-detached dwelling or one condominium unit. The landlord agrees to sell the premises and all conditions of the sales agreement have been satisfied or waived. In these cases, the buyer must ask the landlord in writing to give the tenant a notice to end the tenancy. Neither the buyer nor the buyer's relatives have to occupy the premises.
- The landlord intends to do major renovations that require the premises to be unoccupied. Major renovations do not include painting, replacing of floor coverings, or routine maintenance.
- The landlord is an educational institution and the tenant was a student at the beginning of the tenancy but the tenant is no longer a student or will no longer be a student once the notice period has passed.



- The landlord intends to use or rent the premises for a non-residential purpose.
- The landlord intends for the premises to become a condominium unit and the premises must be vacant. A landlord must give 180 days notice and may rent out the premise until that date if the tenant moves out beforehand.

What if a landlord commits a substantial breach?

Tenants can give a 14-day notice to end a tenancy if the tenant believes on reasonable grounds that the landlord has not complied with an executive order issued under section 62 of the *Public Health Act*. The signed written notice must include, the address of the premises and the reason and date of termination. The notice is void if the landlord objects in writing within 7 days of receiving the tenant’s notice saying the order has been complied with or stayed.

Giving proper notice to end a tenancy

Providing written notice

To end a periodic tenancy agreement, landlords and tenants must give written notice to the other party.

A written notice must include information specified in the RTA:

- the address of the premises;
 - the date the tenancy will end; and
 - the signature of the person giving notice.
- Landlords must also include their reason for ending the tenancy.

Amount of notice required

The required notice depends on who is giving the notice and the type of tenancy.

Type of Tenancy	Tenant	Landlord
Week-to-week	1 full tenancy week	1 full tenancy week
Month-to-month	1 full tenancy month	3 full tenancy months

When does notice have to be given?

For week-to-week tenancies, notice must be given by either the landlord or the tenant on or before the first day of the tenancy week to be effective on the last day of the tenancy week.

For month-to-month tenancies, notice must be given by a tenant on or before the first day of the tenancy month to be effective on the last day of the tenancy month. Notice by a landlord must be given on or before the first day of the three month notice period.

If the date the notice is due falls on a holiday, under the *Interpretation Act* the next business day becomes the due date, for example, January 1 and July 1. In

these cases, the next business day is considered the due date.

Late service of notice

If a notice is served late it will still be effective but at a later date:

- a late notice to end a weekly tenancy will be effective on the last day of the next complete tenancy week.
- a late notice to end a monthly tenancy will be effective on the last day of the next complete tenancy month. For example, a month-to-month tenancy is from the first day of the month to the last day of the month. On September 2 the tenant gives notice to end the tenancy on September 30. The notice will be effective on October 31.

Methods of delivering notice

A notice to end a tenancy must be delivered using the methods specified in the RTA:

- delivered in person.
- delivered by registered or certified mail. Tenants should use the mailing address provided in the “notice of landlord”. Landlords should use the mailing address of the residential premises.
- if a tenant is rarely home, a landlord can give the notice to another adult that lives with the tenant or can post the notice in plain sight on the rented premises.
- if a landlord or tenant cannot contact the other party in person, by registered or certified mail or by posting a notice on the premise, the notice may be sent through electronic means i.e., fax or e-mail. The electronic method must result in a printed copy of the notice. The sender has to ask for acknowledgment and the recipient has to acknowledge their receipt of the notice.

When does the tenant have to move out?



The RTA says that a tenancy ends at 12 noon on the last day of the tenancy, unless the landlord and tenant agree to a different time. Giving up possession usually means that the tenancy agreement has come to an end, the

tenant has moved their belongings, cleaned the premises and returned the keys to the landlord.

The 12 noon timeframe does not apply if the landlord has given the tenant a 24-hour notice of termination.

Returning the tenant's security deposit

Tenants have the right to the return of their security deposit with any interest owing, when they move out if certain conditions are met.

- 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 premises have been properly cleaned. It's a good idea for landlords to provide a list of what is expected.
- No rent or other costs are owing.

If the tenant does not meet these conditions, the landlord has the right to keep part or all of the security deposit to cover these costs. If the costs exceed the security deposit, the landlord can take legal action to claim for the money owing.

If there are no deductions for rent, other costs, cleaning or repairs, the landlord must pay the tenant

their full deposit plus interest within 10 days of the day the tenant gave up possession of the premises.

If there are deductions, the landlord must do one of the following within 10 days:

- return the balance of the deposit, if any, to the tenant with a statement of account that lists all the damages, repair costs and details of the cleaning charges; or
- give the tenant an estimate of the deductions that will be made and return any money that won't be used. The tenant must receive a final statement and any money owing within 30 days after the tenancy ends.

Landlords cannot make deductions for damages or cleaning costs if the inspection report requirements have not been met. They can however, take legal action to recover these costs. Landlords are allowed to deduct for other costs not related to the condition of the rental premises without an inspection report.

What if a tenant leaves belongings behind?

Sometimes a tenant moves out or abandons the premises but leaves belongings behind. A landlord has the immediate right to dispose of the goods if the landlord believes they are worth less than \$2000, or if the value of the goods will depreciate substantially in storage (e.g. the goods will spoil). If the goods are worth \$2000 or more, the landlord must store them for 30 days.

A tenant can reclaim their possessions by paying the landlord for the moving and storage costs. Once the tenant has paid these costs, the landlord must then return the tenant's possessions. If the tenant does not claim the goods within 30 days, the landlord can sell the goods by public auction or, by private sale, with the approval of the court. The landlord can use the money from the sale of the goods to pay the costs for

transporting, storing and selling the goods. The landlord can also keep any money that the tenant owed for rent or damaged property. If there is money left after those payments, the surplus is held by the Government of Alberta, Minister of Finance.

Landlords must keep a record of the storage and disposition or sale of goods for at least three years. The records must include: a description of the goods; the location where the goods were stored; the time period when the goods were stored; the costs claimed by the landlord; the date goods were returned to the tenant; the details of the sale, including the location of sale and the amount, if any, that was paid to the Minister; and how the goods were disposed of, if they were not returned or sold.

Renting a condominium

There are different rules for landlords and tenants when condominium owners rent their units. If there is a conflict between the *Condominium Property Act* and RTA, the *Condominium Property Act* will apply.

Unit owners' responsibilities

A condominium owner who rents their unit to a tenant has the following responsibilities:

- provide written notice to the condominium corporation (the corporation) of:
 - their intent to rent their 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 tenancy starting;
 - the unit is no longer being rented, within 20 days of the tenancy ending.
- pay a deposit if the corporation requests it. The landlord cannot ask the tenant to pay this deposit.
- agree that the tenant will not damage the corporation's property. Damage does not include normal wear and tear.
- inform tenants of the corporation's bylaws and make them a condition of the tenancy. The bylaws override the tenancy agreement and the RTA.

Tenants' responsibilities

Over and above the tenant's obligations under the RTA tenants renting condominium units also agree to:

- follow the corporation's bylaws;
- not damage the corporations' property; and
- pay the rent to the corporation instead of the landlord if directed to do so by the corporation. If this happens, the rent is deemed to have been paid to the landlord.

The corporation's responsibilities

When an owner rents their unit to a tenant the corporation may ask the owner for a deposit. The deposit can be a maximum of one-month's rent that will be charged for the unit. The owner's deposit can be used to repair or replace condominium property, common property or exclusive use property that was damaged, destroyed, lost or removed by the tenant. The *Condominium Property Act* does not require the corporation to pay interest on the deposit.

The corporation must within 20 days of being advised by the owner that the unit is no longer rented:

- return the deposit; or
- give the owner a statement of account showing the amount of the deposit that was used and any money that is left over; or
- give the owner an estimated statement of account showing how it intends to use the deposit. Within 60 days after delivering the estimate, the owner must receive a final statement and any money that is left over.

Evicting a tenant

The corporation can evict a tenant for damaging the property or not following the bylaws. Notice will take effect the end of the month following the month the notice is given (e.g., if the corporation gives notice in September, the tenancy ends on October 31). This effective date overrides the tenancy agreement and the RTA. The tenant does not have the right to give the corporation a notice of objection.

If the tenant doesn't move out, the corporation can go to the Court of Queen's Bench for an order requiring the tenant to move.

If a tenant does excessive damage to the corporation's property or the common property, or if the tenant is a danger to or is intimidating the owners or other renters, the corporation can go to the Court of Queen's Bench for an order requiring the tenant to move out. The tenancy will end when the court orders the tenant to leave.

The corporation must serve any notices or orders on the landlord.



Note: Condominium corporations cannot use the Provincial Court of Alberta to end a tenancy, recover possessions or to get an order to vacate the premises.

Resources and referral information

Provincial Court of Alberta

Landlords and tenants who wish to make an application to the court under the RTA should obtain the booklet: “*Application in Provincial Court of Alberta under the Residential Tenancies Act or Mobile Home Sites Tenancies Act—Instructions for Landlords and Tenants*”. To make an application, landlords and tenants will need to obtain the required forms and follow all the instructions provided in the booklet.

The booklet is available at Provincial Court locations or online at:

www.albertacourts.ab.ca/pc/civil/publication/rta.pdf

Landlord and Tenant Advisory Boards and Information Services

These organizations answer residential tenancy questions from both landlords and tenants. They also make tenancy forms available (for a fee).

Edmonton

(Edmonton residents only)

Phone: (780) 496-5959

website: www.edmonton.ca - Click on: Community & People Services → Housing Services → Landlord & Tenant Advisory Board

Fort McMurray

Regional Municipality of Wood Buffalo

Phone: (780) 743-5000

website: www.woodbuffalo.ab.ca/landlord

Red Deer Landlord and Tenant Service

(Red Deer and District residents)

Phone: (403) 343-0410

website: www.mycommunityinformation.com/llt/

Landlord Associations

Calgary Apartment Association

Phone: (403) 265-6055

Web: www.calapt.org/

Edmonton Apartment Association

Phone: (780) 413-9773

Web: www.eaa.ab.ca/

Other Referrals

Residential Tenancies Act Code of Practice

www.gov.ab.ca/gs → Landlord and Tenant

Laws for Tenants in Alberta

www.landlordandtenant.org

A Reference Guide to Landlord and Tenant Law in Alberta — this guide was produced by the University of Alberta Legal Studies Program.

www.acjnet.org/docs/landten/index.html

Canada Mortgage and Housing Corporation “Your Guide to Renting a Home”

www.cmhc-schl.gc.ca/en/bureho/reho/index.cfm



A current version of this and other consumer tipsheets are available on the Alberta Government Services website: www.gov.ab.ca/gs

If you need more copies, you have permission to photocopy. Please check out website or call our office to make sure you have the most up-to-date copy.

Consumer Information Centre

In Edmonton: (780) 427-4088

Toll Free in Alberta: 1-877-427-4088