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

What you need to know...

Tenants

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

Obligations of a landlord...

Landlords

A landlord also has a number of responsibilities including: making the premises available and habitable for the entire lease period, conducting in and out inspection reports, repairing any major issues on the premises, and notifying the tenant of any changes in rent or regarding the lease agreement.
I have a dispute with my landlord... What should I do?

1. You should try to work it out with your landlord
   If an agreement is reached, try to get it in writing

2. Consider contacting the Landlord and Tenant Advisory Board
   Although the Board’s decisions are not binding, the Board may hear both sides and make suggestions. This is a good way to settle disputes outside of court.

3. Ensure that you are not outside of the 2 year limitation period

Residential Tenancy Dispute Resolution Services (RTDRS)
- More informal, less expensive, and faster than going to court
- For claims up to $50,000
- Decisions are binding
- Lawyers are not generally needed, but may be helpful
- Please note that RTDRS does not deal with ALL types of claims

It is best to check rtdrs.alberta.ca for specific information. For the general steps, please see the RTDRS Procedure Summary that is attached.

Provincial Court
- More formal, expensive, and slower than RTDRS
- For claims up to $50,000
- Lawyers are not necessarily required but may be recommended

Please visit albertacourts.ca for more information or call one of the numbers provided below.

Landlord Tenant Advisory Board
6606 127 Avenue
780-496-5959

Student Legal Services - Civil Project
11036 - 88 Avenue
780-492-8244

Edmonton Community Legal Centre
Telus House, South Tower, Second Floor
10020 - 100 Street
780-702-1725
My landlord won't return my security/damage deposit

Was there damage to the property when you left?

**YES**

Was it normal wear and tear? (deterioration that happens over time even though the premises receive reasonable care and maintenance)

**NO**

Have you returned the keys and left the place reasonably clean and paid your rent in full?

**YES**

The landlord must return the full deposit to you within 10 days of moving out of the premises

If your landlord does NOT fulfill this requirement, contact the Residential Tenancy Dispute Resolution Services.

**NO**

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

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

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**Residential Tenancy Dispute Resolution Services Edmonton**
Unit 112, 10025-102A Avenue
780-644-3000

**Landlord Tenant Advisory Board**
6606 127 Avenue
780-496-5959

**Student Legal Services - Civil Project**
11036- 86 Avenue
780-492-8244

**Edmonton Community Legal Centre**
Telus House, South Tower, Second Floor
10020 - 100 Street
780-702-1725

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The Residential Tenancies Act

In Alberta, the Residential Tenancies Act is the law that governs the rights and responsibilities of landlords and tenants. Any contract or term that waives a right, benefit, or any other protection that is provided under the Residential Tenancies Act may be deemed void and inapplicable. The Residential Tenancies Act is supported by the Residential Tenancies Ministerial Regulation, which deals primarily with procedures under the Residential Tenancies Act.

What are Considered 'Residential Premises' Under the Residential Tenancies Act?

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

**Excluded Residential Premises**

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

Condominiums

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

- The owner must provide written notice to the condominium corporation of their intent to rent the unit, the address where the owner can be served, the amount of rent they are charging for the unit, the name of the tenant (within 20 days of the start of the tenancy), and if the unit is no longer being rented (within 20 days of the end of the tenancy);
• The owner must pay a deposit if the corporation requests it (the landlord cannot ask the tenant to pay this deposit);
• The owner must agree that the tenant will not damage the corporation’s property beyond normal wear and tear; and
• The owner must inform the tenants of the corporation’s bylaws and make them a condition of the tenancy agreement (bylaws override the tenancy agreement and the *Residential Tenancies Act*).

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

The corporation can evict a tenant for damaging the property or not following the bylaws. Notice will take effect on the last day of the month following the month notice was given (for example, notice will take effect March 31st if notice is given in February).

The tenant has no right to give the corporation a notice of objection. The corporation can go to the Court of Queen’s Bench for an order requiring the tenant to move, if the tenant refuses to leave. The corporation can also go to the Court of Queen’s Bench for an order requiring the tenant to move if the tenant does excessive damage to the corporation’s property or if the tenant is threatening other condominium owners or renters or is a danger to them. The corporation must serve any notices or orders on the landlord.

**Who is a Landlord?**

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

**Obligations of a Landlord**

A landlord has several obligations to the tenant:

• The premises will be available for occupation by the tenant at the beginning of the tenancy;
• The landlord, or another person acting under the landlord, will not unreasonably disturb the tenant's possession or peaceful enjoyment of the premises;
• The premises will meet at least the minimum housing standards set out under the *Public Health Act* and its related regulations;
• If the agreement is in writing, the landlord will provide a copy of the signed written agreement to the tenant within 21 days;
  o **Note:** if a tenant does not receive a copy of the agreement, they can withhold rent until they receive a copy;
• If the landlord has someone else act as landlord, there must be a dated and signed written notice from the first landlord indicating who the other person is and what their address in Canada is and if any of the information changes, they must provide an update.

**Who is a Tenant?**

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

**Obligations of a Tenant**

A tenant has several obligations to the landlord:

- The rent will be paid on time;
- The tenant will not significantly interfere with the rights of the landlord or other tenants or common areas that form a part of the residential premises;
- The tenant will not conduct illegal matters on the property;
- The tenant will not endanger people or property on the premises;
- The tenant will not make or permit significant damages to the premises;
- The tenant will maintain the premises in a reasonably clean condition; and
- The tenant will leave the premises at the expiration or termination of the tenancy.

**What is a Residential Tenancy Agreement?**

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

Generally, an agreement cannot be changed within the agreed upon period of time and will require specific details, such as who the landlord is, who the tenants are, where the residential premises are, and how much rent will be paid. There can be additional terms to the agreement as well, but the terms must comply with the *Residential Tenancies Act* in order to be valid and enforceable.

**Types of Tenancies**

There are two main types of tenancy agreements:

**Fixed Term Tenancy**

In a fixed term tenancy, the tenant agrees to rent the premises for a certain length of time for a certain amount of rent with a specific end date. At the end of the agreed time period, the tenancy ends. Notice to terminate a fixed term is *not* required *unless* there is a clause in the agreement
which says that notice is required. At the end of a fixed term tenancy, if the tenant does not move out of the premises and the landlord accepts rent from the tenant, the fixed term tenancy will be deemed an implied periodic tenancy. If the fixed tenancy term was less than a month, the implied periodic tenancy period will be a week. If the fixed tenancy term was greater than a month, the implied periodic tenancy period will be a month.

**Periodic Tenancy**

A periodic tenancy is one where the rental period renews or continues without notice and without a specified end date. "Notice" refers to informing someone of something in writing. In this case, 'without notice' means not needing to inform someone in writing that the rental period will renew or continue. The tenancy continues until either the landlord or tenant gives proper notice that the tenancy will end.

Periodic tenancies can vary and can be weekly, monthly, or any other agreed upon period. Three forms of periodic tenancies are addressed in the *Residential Tenancies Act*:

- **Tenancy Week** – refers to a period of 7 consecutive days where the rent is payable at the start of the 7 consecutive days.
- **Tenancy Month** – refers to a monthly period of consecutive days where the rent is payable at the start of the month.
- **Tenancy Year** – refers to a period of one year where the year begins on the day the tenant is first able to possess and move into the residential premises and ends on the day before the anniversary date. Rent is payable as agreed upon during a tenancy year; typically, this is each month.

**Note:** A landlord and tenant can agree to a fixed term tenancy for a specific period of time and agree that it will become a periodic tenancy after the fixed term is finished. Even if they do not agree at the time the fixed term tenancy is agreed to, a landlord and tenant can still make an agreement after. Additionally, there are some circumstances when an implied agreement may be found based on conduct (e.g. landlord not asking tenant to move out and continuing to take rental payments after fixed term tenancy expires).

**Rent**

**Responsibility for Rent**

Tenants who have entered an agreement with the landlord are responsible for rent. The landlord can pursue one tenant, or all tenants, to pay the entire amount of rent that is due. If someone was authorized by the landlord to reside at the rented address but the person was not in a formal agreement with the landlord to be a tenant, they may be held liable as well, but the law is currently unclear on this.
If a landlord is looking to terminate a tenancy due to non-payment of rent, the landlord must give the tenant an opportunity to pay the overdue rent. The notice of termination for non-payment of rent must state that the tenancy will not be terminated if the tenant pays the overdue rent, as well as any additional rent that occurs between the day of the notice and the day of payment, on or before the termination date set out in the notice.

**Increasing Rent**

In all types of residential tenancy agreements and periods, rent can only be increased once within a 365-day period.

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

For periodic leases, for example month-to-month, rent cannot be increased more than once a year. Additionally, when a landlord plans to increase rent, they must provide a notice. The period of notice depends on the type of periodic tenancy.

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

If the tenancy agreement provides for a longer notice period, then the longer notice period applies. Notice periods shorter than outlined in the *Residential Tenancies Act* is not be permitted.

A tenant may respond with a notice to terminate their tenancy on or before the date the rent increase is to become effective. The length of time tenant’s must give in their notice to terminate depends on the type of periodic tenancy.

- For weekly tenancies, the tenant must give at least 1 tenancy week's notice before the date on which the increase is to be effective.
- For monthly tenancies, the tenant must give at least 1 tenancy month's notice before the date on which the increase is to be effective.
- For a yearly tenancy, the tenant must give at least 60 days’ notice before the date on which the increase is to be effective.
- For any other periodic tenancies, the tenant must give at least one month's notice before the date on which the increase is to be effective.
There is no rent control in Alberta. There is no limit to the amount that the landlord can increase the rent. However, if the tenant’s rent is the only rent being increased in the building, and is being increased dramatically, the tenant could have an argument that the landlord is constructively evicting him or her (they are trying to evict the tenant in a roundabout way).

**Security Deposit**

Most residential tenancy agreements require that the tenant pays the landlord a “security deposit” or a “damage deposit”. This deposit cannot be greater than one month's rent as agreed upon at the start of the residential tenancy agreement and it cannot be increased even when the rent is increased later on.

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

The residential tenancy agreement can indicate conditions in which a deduction may be made to the security or damage deposit. Such conditions may include any rent owed and the cost of changing the locks if keys are not returned. Tenants cannot rely on their deposit as being used for their last month's rent. They must still pay rent as the deposit may be required to cover certain costs and the balance will be returned to the tenant.

The deposit cannot be used for normal wear and tear that occurred during the period of the tenant's tenancy. "Normal wear and tear" refers to the reasonable deterioration in the condition of the residential premises that occurs with time despite reasonable care and maintenance.

**Note:** If an inspection report was not properly completed, then a landlord cannot make any deductions from the deposit.

**Assignment or Sublease**

A landlord may allow a tenant to assign or sublet the residential premises to another individual. A tenant must obtain the landlord's written consent before they can create a valid assignment or sublease. A landlord shall not refuse consent to an assignment or sublease unless there are reasonable grounds for the refusal. If a landlord does not respond to a request for consent within 14 days’ after receiving the request, the landlord is deemed to have given consent.
An assignment occurs when a tenant assigns their rights, responsibilities, and obligations under the residential tenancy agreement to another person and they are no longer involved in the agreement.

A sublet occurs when a tenant keeps their residential tenancy agreement with the landlord but then rents out the residential premises to another person and becomes the "landlord" over this other person. When subletting occurs, there will essentially be two residential tenancy agreements. One will be between the first landlord and first tenant, and the second will be between the first tenant and their subletting tenant. The first tenant is therefore still liable to the first landlord including for any damages caused by the subletting tenant and is still involved with the rental premises.

**Entry of Premises**

Generally, the landlord cannot enter the residential premises being rented by the tenant without the permission of the tenant, or an adult who is allowed to be on the premises by the tenant. However, if the tenant has abandoned the premises or there is an emergency that requires immediate entry, the landlord can enter without permission.

Additionally, the landlord can enter without the consent of the tenant if they have provided a notice of at least 24 hours before the time of entry and the time of entry is between 8am to 8pm. The date of entry also cannot be during a holiday or the tenant's day of religious worship, unless the tenant provides written consent to allow them to enter on such a day. Sunday is generally considered a holiday, but if the tenant has a different day of religious worship, then Sunday would not be a holiday and the day of religious worship would be.

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

Valid reasons for entry are:

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

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

- A landlord can add to or change a lock on doors giving access if the key is made available to the tenant immediately.
- A tenant can install a security device without permission of the landlord if:
  - It is capable of being put into effect only while a person is inside the residential premises, and
  - Can be installed and removed without damage to the premises or can remain attached to the property of the landlord after the tenancy is terminated.

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

Terminating a Tenancy Agreement

Generally, to terminate a tenancy agreement, the party (landlord or tenant) must provide the other party with proper notice. To be considered "proper", the notice must:

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

The landlord can only terminate a periodic tenancy if:

- The tenant obtained tenancy of the premises because they were an employee of the landlord but the employment has ended;
- The residential premises is included, or proposed to be included, in a condominium plan that has been, or will be registered in the land titles office AND the termination of tenancy is needed so that the premises can be sold as part of, or wholly as, a condominium unit;
- The landlord or their relative intends to occupy the premises;
- The landlord has entered into an agreement to sell the premises and all the conditions that needed to be met before confirming the sale have been met and the purchaser has made a written request that the landlord gives a notice of termination to the tenant, AND either:
  - The purchaser or their relative plan to live on the premises’, OR
  - The agreement is to sell a unit that is either a condominium or a dwelling unit that is detached or semi-detached.
• The landlord plans to either demolish or complete a major renovation that will significantly affect the premises;
• The landlord plans to use the residential premises for a non-residential purpose;
• If the landlord is an educational institution and the tenant was their student at the time the tenancy began, the tenant will no longer be a student on the termination date;
• There has been a substantial breach by the tenant;
• The tenant has caused significant damage to the premises;
• The tenant has allowed significant damage to occur to the premises;
• The tenant has physically assaulted the landlord or another tenant; and
• The tenant has threatened to physically assault the landlord or another tenant.

Notice must be given for a specific period of time before the tenancy can end. The period of time depends on who is terminating the tenancy and what type of periodic tenancy is involved. Typically, terminations take effect on the last day of the tenancy period.

• For weekly tenancies, the landlord or tenant must give notice on or before the first day of the tenancy week where the termination will take effect on the last day of that week.
• For monthly tenancies and tenancies that are longer than a week but less than a year:
  o The tenant must give notice on or before the first day of the tenancy month where the termination will take effect on the last day of that tenancy month.
  o The landlord must give notice at least 3 full, consecutive tenancy months before the date on which the termination will take effect.
• For a yearly tenancy:
  o The tenant must give notice at least 60 consecutive days before the last day of the tenancy year where the termination will take effect on the last day of that tenancy year
  o The landlord must give notice at least 90 days notice before the last day of the tenancy year where the termination will take effect on the last day of that tenancy year
• For terminations due to a condominium conversion, notice must be given at least 180 days before the termination date.

If notice is not served within the time periods specified in the Residential Tenancies Act, it can still be effective and valid in terminating a tenancy; however, the date the termination on the notice will not be the date in which the termination takes effect. Termination will take effect on the last day of the first complete required notice period. For example, if a tenancy week begins on a Tuesday and ends on a Monday, the notice must be given on Tuesday for the tenancy to end on the upcoming Monday. If the notice was given on Wednesday, then the tenancy would not end until
the following Monday in order accommodate the required complete tenancy week period (Tuesday to Monday). Generally, unless the landlord and tenant agree on a different time, the tenancy ends at noon on the last day of the tenancy.

**Termination of a Tenancy of an Employee**

If a tenant is an employee of a landlord and the employment is ending, then the tenant or landlord will still need to provide a notice of termination of tenancy. The landlord or tenant may follow the above notice periods, or they may choose to use a period that is the longer of either one week or equal to the period of notice of termination of employment. The period of notice of termination of employment may be as per the minimum required by any applicable Alberta law regarding the employment, or as agreed upon between the landlord and tenant.

**Termination of a Tenancy for Substantial Breach**

If there is a substantial breach by either the tenant or landlord, an application by the other can be made to the courts to terminate the tenancy. Additionally, the landlord or tenant can give a 14 day notice to terminate a tenancy if there was a substantial breach of the residential tenancy agreement by the other party.

For termination for a substantial breach, the notice must:

- Be in writing,
- Be signed by the person giving notice,
- Set out the reasons for termination,
  - A tenant can only terminate a tenancy for a substantial breach by the landlord if the conditions of the premises pose a public health concern or hinder the prevention/suppression of disease.
    - If these are the concerns, the tenant must first have an inspection completed by an executive officer delegated by the Public Health Act. If the public health concern or risk is found, the executive officer will issue an order to the landlord so that the concern can be resolved.
    - The substantial breach by the landlord occurs if they do not comply with the order. At this point, the tenant can apply to terminate a tenancy for substantial breach.
  - If it is the landlord seeking to terminate the tenancy due to a substantial breach, they must also set out the rent due as of the date of the notice plus any additional rent that may become due after the notice is given
  - If a landlord is looking to terminate a tenancy due to non-payment of rent, the
landlord must give the tenant an opportunity to pay the overdue rent. The notice must state that the tenancy will not be terminated if the tenant pays the overdue rent, as well as any additional rent that occurs between the day of the notice and the day of payment, on or before the termination date set out in the notice.

- Set out the termination date.

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

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

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

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

**Termination of a Tenancy for Damage or Assault**

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

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

The notice must:

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

The landlord may make an application to the courts within 10 days after the termination date to confirm the termination if the tenant does not move out on or before the termination date. To
make this application, the landlord will need to include an affidavit that describes the damage, physical assault, and/or threat as well as a copy of the notice that was served.

The landlord cannot make an application after 10 days and the notice to terminate due to damage or assault will be ineffective and the tenancy will deemed to have never been terminated by notice due to damage or assault.

**Order for Recovery of Possession**

If a tenant does not leave by the termination date for a proper notice of termination, a landlord can apply to the courts for an order requiring the tenant to leave and return the possession of the premises to the landlord. This order can be enforced by a civil enforcement agency. A civil enforcement agency has the authority to evict any occupant of the premises.

**Prohibition to Termination of Tenancy**

A landlord cannot penalize a tenant for exercising a right under the *Residential Tenancies Act* or the *Public Health Act*, such as making a court application or filing a statement or complaint. In addition, a landlord cannot penalize a tenant for assisting with an investigation/inquiry or giving evidence at a hearing for matters related to *Residential Tenancies Act* or the *Public Health Act*.

**Frustration of Tenancy Agreement**

"Frustration" occurs when an unexpected event, not caused by any party to a contract, happens that makes it nearly impossible for a contract to continue the way it was intended. When a contract is said to have been frustrated, it means that the contract no longer binds the parties. A residential tenancy agreement is a type of contract and can be frustrated when:

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

**Abandonment of Premises by Tenant**

If the landlord knows or has reasonable grounds to believe that the tenant has abandoned their tenancy, the landlord can choose to accept the abandonment as a termination of tenancy, or refuse to accept it and continue the tenancy.
If the landlord chooses to accept the abandonment as a termination of tenancy, they can recover any losses they experienced, such as damages that occurred before the abandonment of the premises as well as any rent they would have received before a proper termination date. A proper termination date would be the last day of a fixed term tenancy or, for periodic tenancies, on the last day of a proper notice of termination. With abandoned periodic tenancies, it is assumed that the date the abandonment was determined would act as proper notice and the tenancy will be terminated after the required period of notice is fulfilled.

Whether or not the landlord accepts the abandonment as a termination of the residential tenancy agreement, the landlord does have a duty to reasonably try to mitigate the liability of the tenant by seeking a new tenant. Once they have a new tenant, the landlord is deemed to have accepted the abandonment as a termination of the former tenant's residential tenancy agreement and cannot continue seeking rent from the former tenant. However, the landlord can continue to seek rent from the former tenant until the termination date if they are unable to find a new tenant.

**Moving In & Moving Out**

**Move-In Date**
A landlord has a duty to ensure that the tenant can move into the premises on the date the tenancy begins and that the premises will meet the minimum standards that make it habitable. If the landlord fails to do either or both of these, the tenant can cancel the residential tenancy agreement, recover general damages due to the breach, and potentially recover special damages due to the breach. For a tenant to successfully get special damages, they would have to show that the landlord could reasonably have expected that the damages would occur due to the breach.

**Inspection Reports**
An inspection report should be completed together by both the landlord and tenant within a week before or after:

- a tenant takes possession of the residential premises
- a tenant gives up possession of the residential premises

A landlord can complete an inspection report without the tenant if no tenant agrees to participate in an inspection after the landlord provided 2 potential times for an inspection to take place, where the proposed times are:

- On different days,
- On days that are not holidays, and
- Between 8am and 8pm
Note: The inspection by the landlord would take place on the 2nd proposed date and time.

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

- "Inspections should be conducted when the premises are vacant unless the landlord and tenant or their agents otherwise agree";
- "The inspection of the premises was conducted on _____ (date) _____ by _____ (landlord or landlord's agent) _____ and by _____ (tenant or tenant's agent) _____.
  - This statement must be signed by the landlord or landlord's agent
- Both:
  - "I, (name of tenant or tenant's agent), agree that this report fairly represents the condition of the premises."
  - "I, (name of tenant or tenant's agent), disagree that this report fairly represents the condition of the premises for the following reasons:"
  - Note: Both statements must appear on the inspection report but the tenant or their agent must sign only one of these.
    - If a tenant or their agent refuses to sign one of these statements, then the following statement must be included and be signed by the landlord or their agent:
      - "The tenant or tenant's agent present at the inspection refused to sign the tenant's statement"
  - If no tenant or tenant's agent was present at the inspection, the following statement must be included and be signed by the landlord or their agent:
    - "The inspection of the premises was conducted on (date) by (landlord or landlord's agent) without the tenant or the tenant's agent being present."

Abandoned Goods

If a tenancy has ended and the tenant has moved out, or if a tenant has abandoned the premises, goods that are left in the premises are considered to be "abandoned goods". If a civil enforcement agency has an order of possession against something that is left on the premises, it is not considered an "abandoned good" that the landlord can dispose of.

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

- what the goods were,
- how long and where they were stored,
- costs incurred by the landlord regarding the goods,
- how and where they were sold/disposed, and
- how the proceeds of sale were allocated
A landlord is not required to store abandoned goods if they are reasonably believed, by the landlord, to have a total market value of less than $2000 and the landlord can dispose of the goods in any manner they wish unless they agreed to store the goods.

If the total market value of the goods can reasonably be assessed to be greater than $2000, the landlord is required to store the goods for the tenant for at least 30 days, unless:

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

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

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

If a landlord can use the proceeds of any sale of the goods to pay for their costs of removing, storing, and selling the goods, as well as any other liabilities owed to them by the tenant. To use the proceeds of sale for liabilities (eg. Rent or damage), the landlord must file an affidavit along with evidence support the amounts being claimed. The affidavit must then be mailed to the last known address of the tenant. Liability can also be established by a court order.

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

**Notice to Vacate**

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

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

If the tenant is still living on the premises and has a person who is not a tenant residing there as well, the landlord can service a notice to vacate on that person but must give a 14 day notice.
A notice to vacate must be written, signed by the landlord or their agent, and set out the time and date that the person must leave by

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

**Remedies**

**Compensation to the Landlord**
If a tenant fails to leave the premises by the end of the tenancy, the landlord can apply to the courts for general and special damages. In this case, special damages would occur when the landlord is unable to have the next tenant move in due to the prior tenant moving out late.

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

**Landlord Tenant Advisory Board (LTAB)**
The Landlord Tenant Advisory Board provides information and advice to both tenants and landlords regarding their rights and obligations. They are able to provide free mediation services but any agreement that comes from their mediation service is not necessarily court enforceable. In addition, they are only able to provide mediation services for when the residential premises is in specific areas, such as Edmonton or Calgary.

**Residential Tenancy Dispute Resolution Service (RTDRS)**
The RTDRS is an alternative method to going to court for resolving disputes between landlords and tenants and an order that comes from the RTDRS can be enforced by the courts. If monetary compensation or damages are being asked for, the total amount must be less than $50,000. The claim must also be made within 2 years from the date that a potential claim is discovered.

The application and instructions for filing a claim regarding a landlord and tenant dispute can found online at: [https://www.servicealberta.ca/landlord-tenant-disputes.cfm](https://www.servicealberta.ca/landlord-tenant-disputes.cfm).

An appeal of this order can be made to the Court of Queen's Bench.
**Provincial Court and Court of Queen's Bench**

If a party is seeking a remedy worth less than $50,000, they can apply to the Provincial Court for a judgment. They can also apply to the Court of Queen's Bench, but this is a more expensive process than going to Provincial Court.

If a party is seeking a remedy worth more than $50,000, they **must** apply to the Court of Queen's Bench for a judgment.

**WHO CAN I CALL FOR MORE HELP OR INFORMATION?**

**Legal Resources**

<table>
<thead>
<tr>
<th>Student Legal Services – Civil Law Project</th>
<th>Ph: 780-492-8244</th>
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<tbody>
<tr>
<td>11036 88 Ave NW</td>
<td>Admin: 780-492-2226</td>
</tr>
<tr>
<td>Edmonton, AB T6G 0Z2</td>
<td>Fax: 780-492-7574</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Civil Claims Duty Counsel</th>
<th>Hours of Operation:</th>
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<tbody>
<tr>
<td>Room 262, Provincial Court</td>
<td>Tuesday 10:00 to 2:00 pm</td>
</tr>
<tr>
<td>1A Sir Winston Churchill Square</td>
<td>Wednesday 12:00 to 4:00 pm</td>
</tr>
<tr>
<td>Edmonton, AB T5J 0R2</td>
<td>Thursday 9:00 to 4:00 pm</td>
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Volunteer lawyers provide limited services for provincial court civil matters, including summary legal advice, procedural Information, helping prepare forms, and helping prepare for trials, motions, and other appearances.

<table>
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<tr>
<th>Edmonton Community Legal Centre (ECLC)</th>
<th>Ph: 780-702-1725</th>
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<tbody>
<tr>
<td>Telus House, South Tower</td>
<td><a href="http://www.eclc.ca">www.eclc.ca</a></td>
</tr>
<tr>
<td>Second Floor, 10020 – 100 Street</td>
<td></td>
</tr>
<tr>
<td>Edmonton, AB T5J 0N3</td>
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Provides legal services for low-income Albertans in certain areas of family and civil law. These services include free legal information, referral, and legal education. ECLC may also be able to provide legal advice if you fall within their eligibility criteria.
<table>
<thead>
<tr>
<th>Service</th>
<th>Address</th>
<th>Phone</th>
<th>Website</th>
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</thead>
<tbody>
<tr>
<td>Residential Tenancy Dispute Resolution Service (RTDRS)</td>
<td>Unit 112, 10025 - 102A Avenue (City Centre) Edmonton, AB T5J 0T2</td>
<td>Ph: 310-0000 and then 780-644-3000 <a href="https://www.servicealberta.ca/landlord-tenant-disputes.cfm">https://www.servicealberta.ca/landlord-tenant-disputes.cfm</a></td>
<td></td>
</tr>
</tbody>
</table>

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

| Landlord Tenant Advisory Board (LTAB) | | Ph: 780-496-5959 |
|-------------------------------------|------------------------|
| 6606 127 Avenue NW | |
| Edmonton, AB T5C 1P9 | |

Information and advice is available for both tenants and landlords regarding what their rights and obligations are. They are also able to provide free mediation services in some circumstances.

<table>
<thead>
<tr>
<th>Alberta Health Services - Environmental Public Health (eg. Housing Conditions)</th>
<th>Ph: 780-735-1800</th>
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<tbody>
<tr>
<td>Suite 700, 10055 106 Street NW</td>
<td></td>
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<tr>
<td>HSBC Building</td>
<td></td>
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<tr>
<td>Edmonton, AB T5J 2Y2</td>
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Provides information regarding health risks while also enforcing compliance with the Public Health Act. If there is concern of a risk, Albertans may contact the Program to request an inspection and assessment. This is not a drop-in service, so call for information first.

**Other Resources**

<table>
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<tr>
<th>Capital Region Housing Corporation (CRHC)</th>
<th>Ph: 780-420-6161</th>
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<tbody>
<tr>
<td>10232 112 Street NW</td>
<td></td>
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<tr>
<td>Edmonton, AB T5K 1M4</td>
<td><strong>24 Hour Info Line</strong>: 780-428-8200</td>
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</table>

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

<table>
<thead>
<tr>
<th>Greater Edmonton Foundation</th>
<th>Ph: 780-482-6561</th>
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<tr>
<td>14220 109 Avenue NW</td>
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<tr>
<td>Edmonton, AB T5N 4B3</td>
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</table>

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