

PROBLEM SOLVING

- Service Alberta is responsible for the **Residential Tenancies Act**. Look for the *Landlords & Tenants* section at www.servicealberta.gov.ab.ca
- Alberta Municipal Affairs and Housing is responsible for housing and operates programs to assist low-income renters.
www.municipalaffairs.gov.ab.ca
- In Alberta, you can use the consumer complaint service or call centre operated by Service Alberta. You can talk with one of the Information Officers at 427-4088 in Edmonton and toll free at **1-877-427-4088** throughout the rest of the province.
- In Edmonton only, a pilot project called the *Residential Tenancy Dispute Resolution Service* attempts to resolve disputes out of court. Look in the *Landlords & Tenants* section at www.servicealberta.gov.ab.ca
- There are local Landlord and Tenant Advisory Boards in Edmonton (496-5959), Red Deer (346-4636), and Fort McMurray (743-5000).

ANYTHING ELSE?

Quite likely, there are other differences between the landlord and tenant laws in Alberta and where you used to live. Here are some items to check:

- The **kinds** of property and rented accommodation covered by the law. For example, student housing provided by an educational institution is generally not covered.
- Specific **time periods** for various notices. For example, if you don't pay your rent, you must receive a notice to vacate 14 days before the notice takes effect.
- A **written or verbal agreement**. In Alberta, a tenancy agreement can be written or oral, but of course written is always better.
- The **basic responsibilities** of your landlord and you as a tenant under Alberta's laws.

Legal Resource Centre

Email: lsp@ualberta.ca
www.landlordandtenant.org

FUNDERS & PARTNERS

ALBERTA REAL ESTATE FOUNDATION
SERVICE ALBERTA

HOT TOPIC

May 2007

New to renting in Alberta?

You may be unfamiliar with landlord and tenant laws here. In Canada, the law regarding renting a home is a provincial government responsibility. Although laws in the provinces are broadly similar, some Alberta features may surprise you.

You can find information on Alberta's laws about renting a place to live at www.landlordandtenant.org

MOVING TO ALBERTA



ENDING A TENANCY

In Alberta, a tenancy for a **fixed term** will end when the term ends. If you or your landlord wants to end the lease earlier, you can only do so if both of you agree. If the two of you can't reach an agreement and you break the lease, the law allows the landlord to sue you for limited damages.

If a tenancy is **periodic** (month to month or week to week) and you give the required amount of notice, you can end your tenancy for any reason.

A landlord can end the tenancy in two sets of circumstances: fault or no fault. If the landlord alleges that you are at **fault** in some way, a short period of notice still has to be given by the landlord and you can contest it.

If there is **no fault** or no misconduct on your part, the landlord can only end the rental agreement for one of the reasons stated by law, and notice must be in accordance with the length of the periodic tenancy. For example, a landlord can end a monthly tenancy if he wants to use the premises for a member of his own family, but he must give three months' notice.

For more information, see <http://tenant.landlordandtenant.org/movingout>

RENT CONTROLS

In Alberta, no regulation controls the amount that can be charged for rent. There is, however, regulation of the time periods within which rent cannot be increased.

Effective April 24, 2007 rents cannot be increased unless 365 days pass since the last rent increase and the start of the tenancy, whichever is later.

Rent can only go up once a year starting April 24, 2007.

The landlord must give you 3 months notice of the rent increase. You then have a choice to accept the increase or end your tenancy.

Refusing to pay your rent is not the way to object to a rent increase. If you don't pay your rent, your landlord has grounds to serve you notice to vacate.

Rent assistance for those on low incomes may be available depending on where you live and the programs the government has in place.

Information about the **Canada-Alberta Affordable Housing Program** can be obtained from Alberta Municipal Affairs and Housing, see their website at www.municipalaffairs.gov.ab.ca

SECURITY DEPOSITS

In Alberta, the term "security deposit" refers to what you might know as a "damage deposit" or it may be altogether new.

Alberta law allows a landlord to ask you for a security deposit at the start of a tenancy. The landlord asks for the deposit on the condition that you keep the rented property in good shape.

The deposit cannot be more than one month's rent. If a non-refundable fee is charged — for example, a pet fee — that fee is not included as part of the security deposit.

The landlord has to invest your security deposit according to government guidelines and return the interest to you at the end of your tenancy.

Security deposits are linked to inspection reports. If your landlord does not carry out an inspection of the property before and after the tenancy, there can be no deduction from your security deposit. However, your landlord could still take legal action to recover any costs.

At the end of the tenancy, certain rules determine the return of your security deposit. If a landlord wants to make deductions because you've damaged the property, the deductions must be accounted for within 10 days.

For more information, see <http://tenant.landlordandtenant.org/movinginfacts/deposits.aspx>