

The law in Alberta does not control how much rent can be charged for any particular property. The law does control how often rent can be increased.

The Alberta government oversees and enforces the *Residential Tenancies Act*, the legislation that sets out the rights and responsibilities of landlords and tenants in Alberta.

PERIODIC TENANCY

If you have a periodic tenancy (e.g., week to week or month to month), the law allows the landlord to increase the rent. The law does not limit the amount of the rent increase, but the law does say when and how often an increase can take place.

- For a *weekly tenancy*, a written notice of rent increase must be given at least 12 tenancy weeks before the date of the rent increase.
- For a *monthly tenancy*, a written notice must be given at least three tenancy months before the date of the rent increase.
- For *any other period of tenancy*, a written notice must be given at least 90 days before the date of the rent increase.

TIME BETWEEN INCREASES

- In a periodic tenancy, a landlord can only increase rent after a certain amount of time since the last increase.
- 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 NOTICE

- The notice must be in writing. It must state the amount of the increase and the date when the new rent will start. The landlord must sign it. If the notice omits any of these details, it will be ineffective and void.
- The notice can be delivered to you by hand or sent by registered, certified, or regular mail.
- If the landlord is unable to serve the notice to you because you are not at the rented premises or are evading service, the notice can be given to any adult who lives with you or posted in a conspicuous place at the rented property.
- If the landlord cannot serve notice by any of the preceding methods, he can send the notice electronically.

NOTICE REQUIREMENTS

- A landlord must give written notice to a tenant before increasing rent in a periodic tenancy. The time period for the notice differs according to the length of the tenancy agreement.
- The time limits set out in the *Residential Tenancies Act* for service of a notice of rent increase are strictly applied by the courts. If the notice is not served with sufficient time, it will be ineffective.

Laws for Tenants in Alberta

Are you a tenant?



Learn about the laws that apply to renting a place to live in Alberta.

www.landlordandtenant.org

Laws for Tenants in Alberta

RENT INCREASES ... CONT.

- As long as the landlord can establish that he tried to give the notice to a tenant in one of these ways, the notice may still be valid even if the tenant did not actually see it.
- If the notice is not served by any of the permitted methods, it is ineffective and void.

TENANT OBJECTIONS

- There is always the possibility of negotiating a different rent increase with the landlord.
- If you decide not to pay the increased rent, you will have to give notice to leave the property.
- Any notice of termination of the tenancy must be given to the landlord before the date when the increase is going to take effect.
- The termination notice period is the same as required for ending the periodic tenancy, for example, a monthly periodic tenancy requires you to give one month's notice to end it.
- At the end of the notice period, you will have to leave the premises unless a new agreement has been reached with the landlord.
- If you do not give notice before the date when the increase is going to take effect, the law implies that you have accepted the increase.
- If you do not pay your rent on time, your landlord is entitled to treat it as a breach of the tenancy agreement. The landlord can serve a notice to evict you in 14 days or make an application to court to end the tenancy.
- Even if you have an ongoing dispute with your landlord, you should not withhold rent.

FIXED-TERM TENANCY

- When a landlord and tenant make a fixed-term agreement (e.g., a one year lease) for a place to live, they agree to the amount of rent paid during the tenancy.
- Rent increases are limited to once per year.
- When a fixed-term tenancy has expired, the landlord and tenant may make a new agreement. The new agreement can include an increase in rent if it is agreeable to both parties, and if 365 days have passed since the last rent increase.
- If the parties cannot agree on an amount for rent, the tenant will likely need to find new accommodation.

Legal Resource Centre
#201 10350-124 St.
Edmonton, AB
T5N 3V9

Email: info.lrc@ualberta.ca

www.landlordandtenant.org

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