

Are you a tenant? A tenant is anyone who is allowed by a landlord to live in a residential premises under a residential tenancy agreement (lease). The *Residential Tenancies Act* sets out minimum notice periods and other tenant rights. In order to have the protection of those rights under the Act, you have to be classified as a tenant.

SIGNING A LEASE

- If all roommates sign the lease, each is considered a tenant. Each of you is bound by the terms of the lease and the terms of the *Residential Tenancies Act*.
- Even if you do not sign the agreement as a tenant, but the tenancy agreement allows you to live there, you still have the tenant rights and obligations set out in the Act.
- If the tenancy agreement does not allow you to live in the premises, you are not considered a tenant. The landlord could serve you a Notice to Vacate, which requires you to leave within 14 days.
- Normally, if you are under 18 you can't make a contract but there is an exception for necessities of life (like shelter). So you are allowed to sign the lease even if you aren't yet 18 years old - as long as you understand the implications of signing the contract for the lease.
- A roommate who is leaving can ask to be taken off the tenancy agreement. This new agreement should be in writing and signed by everyone to avoid difficulties. Without this new agreement, the roommate is still bound by the original tenancy agreement.

SECURITY DEPOSIT


- Say you and a roommate each paid half of the security deposit upon moving in and now she is moving out and wants her half returned. Your landlord is under no obligation to return half of the security deposit unless you specifically agreed to that possibility in the original tenancy agreement. In the absence of such an agreement, the security deposit will only be returned when the tenancy ends.
- You may want to make an agreement about this possibility with your roommate as soon as you move in together.

LOSING A ROOMMATE

- If one of your roommates is moving out and you don't have anyone new moving in right away, he is still legally responsible for his share of the rent if he was a tenant. At the same time, the landlord still will expect the rest of you to pay the whole rent.
- Roommates may each pay separate cheques to the landlord for their share of the rent. But if one of the tenants doesn't pay his share, then the landlord can issue notice of eviction to all of the tenants.

PAYING THE RENT

Laws for Tenants in Alberta **Are you a tenant?**



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SHARED ACCOMMODATION ... CONT.

- If the total amount of rent is not received by the landlord at the right time, she could issue a notice of eviction for non-payment of rent. Any notice to end the tenancy will apply to all of the tenants.
- As tenants who have all signed the lease, you are each responsible for all of the rent. The landlord is only concerned that the whole amount is paid, not which tenant pays it.

REACHING AGREEMENT BETWEEN TENANTS

Having a written agreement between roommates (as well as the agreement with the landlord) can be helpful.

You can agree about things like

- responsibility for bills,
- how rent is to be split,
- the possibility of reimbursing each other for a share of the security deposit if one tenant leaves before the end of the tenancy, and
- who is responsible for jobs in the house.

You could also add general statements about respect for each other and privacy.

SUBLETTING

- If you and your roommates want to sublet your apartment — for example, over the summer months — you have to get written consent from your landlord. A landlord can refuse on reasonable grounds only and must give you the reasons in writing. What is reasonable will differ from case to case. If your landlord does not answer you within 14 days after receiving the notice, you can assume consent has been given.
- Your landlord has the right to refuse a sublet if you signed a “no subletting permitted” in your lease agreement. But your landlord can also adjust the condition if both parties agree.

- Your landlord cannot charge a fee for requesting consent to sublet.
- The legal effect of subletting is that you are still the tenants and therefore still ultimately liable for the rent, for example, if the subtenant does not pay. The subtenant is also included within the definition of tenant under the *Residential Tenancies Act* and therefore also has a statutory duty under the Act to pay rent when due.
- You could arrange, with the agreement of the landlord, to have the subtenant pay the rent directly to the landlord or you could collect it and pass it on.
- If the subtenant does not pay the rent for any reason, you are still liable for the rent.
- If you know exactly when you are going to sublet the apartment, you can make a fixed-term agreement with the subtenants. Include all the obligations that you agreed to in your lease because you will still be liable for those obligations and will want to make sure they are carried out.

N.B. If you rent a room in a house where you share living quarters with the owner, the *Residential Tenancies Act* does not apply to you.

Please see:

<http://tenant.landlordandtenant.org/becomingtenantfacts/room.aspx>

Legal Resource Centre
201, 10650 - 124 Street
Edmonton, AB T5N 3V9
780.451.8764



Email: info.lrc@ualberta.ca
www.landlordandtenant.org

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