

Alberta

Many terms may relate to legal rights and obligations that are subject to change from time to time. Exact interpretation of terminology, acts and related regulations depend on the laws/legal procedures within the province. The following are only excerpts from Alberta's RTA and is for information purposes only and does not constitute any legal advice. If you require further information about Alberta laws and regulations, you should contact your rental authority listed at the bottom of this page or consult with a lawyer.

Governing or Regulatory Body: Service, Alberta

Name of Act / Regulations: Residential Tenancies Act (RTA)

Rental Periods

The lease can be a periodic lease where the rental period can relate to a calendar week, month, or year; a fixed term lease where the tenancy is set to end on a specific day. A lease may begin as a fixed term then become a periodic tenancy if the tenancy continues but a new fixed term is not entered into. This is termed an implied period tenancy.

Is a signed lease required?

No. However, if the written agreement does exist, it must contain the following statement in print that is larger than the other print in the agreement: "The tenancy created by this agreement is governed by the Residential Tenancies Act and if there is a conflict between this agreement and the Act, the Act Prevails."

Also, if the agreement is in writing, and the tenant has signed and returned the agreement to a landlord, the landlord must return the agreement signed by the landlord within 21 days from the time the tenant signed it. The tenant can withhold payment of rent until they have received a copy of the residential tenancy agreement.

Is a signed move in/move out inspection report required?

If inspection reports are completed, **they must be signed**. In Alberta it is not an offence to fail to complete an inspection report, but the Residential Tenancies Act does encourage it. Whether or not an inspection report is complete can affect a landlord's right to retain a tenant's security deposit.

Security Deposits

Security deposits cannot exceed one month's rent. The landlord must deposit all security deposits into an interest-bearing trust account in a bank, treasury branch, credit union or trust company in Alberta within two business days of collecting them. Interest must be paid to the tenant annually at the end of each tenancy year, or it may be compounded annually and paid to the tenant at the end of the tenancy if both the landlord and tenant agree in writing. The landlord cannot increase the security deposit during the tenancy.

The landlord must return the security deposit within 10 days of the tenant giving up possession of the premises. The interest rate payable to the departing tenant is regulated at 3 per cent below the November 1 rate for cashable one-year guaranteed investment certificates held or offered by ATB Financial (formerly known as Alberta Treasury Branches).

Key Money

If key money is refundable, it is considered to be part of the security deposit which cannot exceed one month's rent.

Post-dated Cheques

Landlords may request post-dated cheques.

Renewal of a Lease

To renew a fixed term lease a new agreement must be signed at the end of the term. Fixed term leases are often for 1 year. The term may be changed to month-to-month periodic tenancy after a fixed term is complete. The majority of leases are periodic monthly agreements that continue until ended by notice from either party.

Terminating a Tenancy (Lease): Notice and Timing

No notice is required to end a fixed term lease. A fixed term lease ends automatically on the last day of the lease. Notice from a landlord to end a periodic tenancy by a landlord must be signed and include the address of the premises, the date the tenancy ends, and the reason for ending the tenancy. The amount of the notice required depends on the reason for termination.

Periodic tenancies may be terminated by either the landlord or the tenant on notice to the other. If a landlord intends to convert the rental premises to a condominium unit and the premises must be vacant, or the landlord needs to do major renovations that require the premises to be unoccupied, the landlord must give the tenant 365 days written notice to terminate the periodic tenancy. Once a notice of termination is served for one of these reasons, a landlord cannot increase the rent payable.

Note: Major renovations do not include painting, replacing floor coverings or routine maintenance.

In addition, a landlord may end a periodic tenancy if:

- The landlord or a relative of the landlord wants to move in.
- 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.
- 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 notice required in these situations is:

- **Weekly tenancy:** 1 full week
- **Monthly tenancy:** 3 full tenancy months

If a tenant is ending a monthly periodic tenancy, the tenant must give one month's notice on or before the first day of the tenancy month. All notices must be in writing.

A tenant may terminate a periodic tenancy with the following notice to the landlord:

- On the first day of a tenancy month to be effective on the last day of the month for a monthly tenancy outside a mobile home park; and
- 60 days before the end of a tenancy year for annual tenancies.

A tenancy may be terminated by order of the court for breach of a term of the lease or of a statutory covenant.

Assignments and Sublets

Landlords must respond to a tenant in writing and give permission within 14 days of the tenant's request to sublet or assign their premises or they are deemed to have consented to the sublet. Landlords cannot refuse a sublet or assignment without reasonable grounds.

Rent Increases: Notice and Timing

There are no controls on the amount of rent increases in Alberta. Rent can only be increased if there has not been a rent increase within the previous 365 days or since the start of the tenancy, whichever is later. Before the rent can be increased the landlord must give written notice in advance. The specific timeframe is dependent on the term of the tenancy:

- **weekly:** 12 full tenancy weeks
- **monthly:** 3 full tenancy months
- **any other periodic tenancy:** 90 days

A notice of increase in rent must indicate the date on which the increase is to be effective and must be dated and signed by the landlord.

Late Rent Payments

Rent is considered late the day after it is due. Tenants are obliged to pay the rent as specified in the lease and may be subject to penalties for late rent payments, as specified in the lease.

Evictions

There are several reasons why a tenant may be evicted and the required notice period the landlord must give depends on the grounds for eviction. These reasons include:

Significant damage or physical assault or threats to physical assault: 24-hour written notice, signed by landlord or agent, giving reason for eviction and time and date that the tenancy ends.

Substantial breach: the landlord can either give 14-day written notice, signed by the landlord or agent, giving reason for the eviction and date the tenancy ends or the landlord can apply to the Residential Dispute Resolution Service or the court to end the tenancy.

Entry

Landlords must give a minimum 24-hour written notice to enter a tenant's suite to make repairs, inspect repairs or show the property to prospective buyers or renters, unless the tenant consents. Immediate entry can be made in

the case of emergency or abandonment. A notice by the landlord cannot pertain to more than one entry. Each non-emergency entry must be preceded by a compliant written notice of entry.

May the tenant withhold rent for repairs?

No.

Changing Locks

Changing locks requires the mutual consent of the landlord and the tenant. However, either a landlord or tenant can change locks if a key is immediately made available to the other party.

Pets and Smoking

May a landlord refuse to rent to a tenant who has pets?

Yes. However, if pets are allowed in the tenancy agreement, then they are permitted in the rental unit.

May a landlord include a no-smoking clause in the lease?

Yes.

If a no pets and no smoking clause is written into a lease and the landlord discovers that the tenant has a pet and/or smokes in the rental unit, is this grounds for the landlord to evict the tenant?

The Residential Tenancies Act (RTA) outlines the reasons a landlord may terminate a tenancy. Pets/smoking are not included in the list. However, no pet/no smoking policies can be enforced if spelled out in a lease and agreed upon in writing by both parties. If a tenant breaches the rental agreement by having a pet or smoking in the rental premises, the landlord could apply to the courts or the Residential Tenancy Dispute Resolution Service (RTDRS) to end the tenancy. The landlord may also choose to issue a 14-day eviction based on a substantial breach. To enforce the eviction of the tenant that has not willingly given up possession of a residential premise, the landlord must apply to the courts or to RTDRS to end the tenancy.

For more information about renting in Alberta contact:

Service Alberta
3rd Floor, 10155 – 102 Street
Edmonton, AB
T5J 4L4

service.alberta@gov.ab.ca

www.servicealberta.ca/Landlords_Tenants.cfm

<http://www.landlordandtenant.org/>

General Information:

<http://www.landlordandtenant.org/frequently-asked-questions/>