CONSUMER TIPS

Information for Landlords

This publication is intended to provide general information only and is not a substitute for legal advice.

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In Alberta, the ***Residential Tenancies Act*** **(RTA)** applies to most people who rent the place where they live. This law sets out the rights and responsibilities that apply to landlords and tenants. The RTA references the following five regulations which also apply to residential tenancies:

- **Residential Tenancies Exemption Regulation**
- **Residential Tenancies Ministerial Regulation**
- **Residential Tenancy Dispute Resolution Regulation**
- **Security Deposit Interest Rate Regulation**
- **Subsidized Public Housing Regulation**

Service Alberta is responsible for enforcing the offence sections of the RTA and the regulations. To view this legislation go to the Service Alberta website at www.servicealberta.ca>Landlords/Tenants>Legislation.

In addition to handling complaints the Consumer Contact Centre provides provincial information and services through toll free calling on matters that deal with landlord and tenant and consumer protection legislation. The knowledgeable staff provides Albertans with the information they require to settle disputes on their own or information on their rights under the legislation.

For more information on the RTA, you may call the **Consumer Contact Centre** at 780- 427-4088 (Edmonton) or toll-free in Alberta 1-877-427-4088.

Keeping the lines of communication open between the landlord and the tenant can prevent misunderstandings and potential disagreements. Talk with your tenants, clarify information and put anything agreed upon in writing.

CONSUMER TIPS

RESIDENTIAL TENANCY DISPUTE RESOLUTION SERVICE (RTDRS)

RTDRS offers landlords and tenants an alternative means of resolving serious disputes outside of court. The Service is designed to be faster, more informal and less expensive than the courts.

A tenant or a landlord who has concerns related to a termination, unpaid rent/utilities, security deposit, damages, repairs or other common disagreements may use the service.

Disputes are heard by a Tenancy Dispute Officer who is authorized to make binding decisions on claims of up to $25,000 involving tenancy disputes. The Service is currently available in Edmonton, Calgary and Northern/Central Alberta.

To obtain more information and check the Service's availability in your area, go to the RTDRS website at **www.rtdrs.alberta.ca,** or contact the Edmonton office at 780-644-3000, or the Calgary office by dialing toll-free 310-0000 then 780-644-3000.

WHO IS A LANDLORD?

The landlord may be an individual, a group of people or a corporation.

The RTA says a landlord may be

- the current or new owner of the rental premises; or
- the property manager who acts as an agent for the owner; or
- the person who rents out the rental premises; or
- any person other than the owner who falls within the definition of a landlord in the Act.

Tenants need to know the identity of their landlord. To ensure tenants have this information, the RTA requires landlords to provide tenants with a "notice of landlord" within seven days of the date a tenant moves in. The "notice of landlord" must state the landlord's name, the date, a postal address and physical location in Canada. The landlord may post the notice in a very visible place in the building's common area; or it may be included in the tenancy agreement. The landlord must keep the notice up to date.

MOVING IN

Residential Tenancy Agreements

Before a tenant moves in, the landlord and tenant need to agree to the terms of their business relationship in a contract called a residential tenancy agreement or lease.

This agreement may be written or verbal, but written is always better, as it provides evidence should there be a problem.

Several organizations sell application forms. See Landlord and Tenant Advisory Boards on page 14.

In Alberta, residential tenancy agreements may be either periodic or fixed-term.

A residential tenancy agreement cannot take away any of the tenant's rights provided by the RTA.

Both the landlord and tenant should sign the residential tenancy agreement. The landlord must give a copy of the agreement to the tenant within 21 days from the time the tenant signs and returns it to the landlord. The tenant can withhold rent until they have received it.

Fixed Term Tenancy Agreement

A fixed term tenancy begins and ends on specific dates. For example: a landlord and tenant may agree that the tenancy will be for a fixed-term of two years from January 1, 2012 to December 31, 2014. On December 31, 2014 the tenancy will automatically end. No notice is required to end the tenancy by either the landlord or the tenant.

Periodic Tenancy Agreement

A periodic tenancy has a start date but no end date. Either the landlord or tenant may end a periodic tenancy by giving notice. Most periodic tenancies are month-to-month, but they can also be week-to-week or year-to-year.

The security deposit

Landlords usually ask tenants for a security deposit, sometimes called a damage deposit. The RTA limits the maximum amount a landlord may ask for as a security deposit. It cannot be more than the equivalent of one month's rent at the time the tenancy starts. The security deposit cannot be increased as rent increases.

Landlords **must** deposit all security deposits in an interest-bearing trust account in a bank, treasury branch, credit union or trust company in Alberta within two banking days of the time they collect them from the tenant.

The landlord must pay interest to the tenant at the end of each tenancy year unless both parties agree otherwise. If the landlord and the tenant agree in writing, interest may be compounded annually and paid to the tenant at the end of the tenancy. See page 20 for Interest Payable on Security Deposits chart.

The minimum annual interest rate that landlords must pay on security deposits is determined by a formula set out in the **Security Deposit Interest Rate Regulation**.

To access the Security Deposit Interest Calculator, go to the Service Alberta website at www.servicealberta.ca> Landlords/Tenants>Security Deposits.

A landlord is required to keep security deposit records for at least three years after the tenancy terminates. Records must include all of the following information:

- date of receipt and amount
- date security deposit was deposited
- name and location of the financial institution
- interest payable and paid to tenant
- disposition of security deposit.

Landlords are encouraged to include the account number in these records.

Responsibilities of landlords

The RTA sets out specific responsibilities for landlords. Even if these responsibilities are not included in the residential tenancy agreement, landlords and tenants must meet the requirements of the legislation.

Landlords must

- make the rental premises available on the date the residential tenancy agreement takes effect
- give the tenant a written "notice of landlord" within seven days of the tenant moving in or post the notice in a visible place in the building's common area

- not disturb the tenant's peaceful enjoyment of the rental premises (i.e. not bother the tenant beyond what is necessary to do the landlord's business); and
- ensure the rental premises are habitable at the beginning and throughout the tenancy, e.g., no bed bugs and heat is working. **Habitable** means the rental premises meet the Minimum Housing and Health Standards under Alberta's ***Public Health Act*** and Housing Regulation. These standards can be viewed online at: **www.health.alberta.ca/documents/Standards-Housing-Minimum.pdf.**

New landlords must

- accept all the rights and responsibilities of the previous landlord
- provide a "notice of landlord" within seven days; and
- provide the tenant, within a reasonable period of time, a statement setting out the amount of the security deposit and interest calculated as of the date the landlord acquired their interest in the rental premises.

What if the rental premises are not ready?

If the rental premises are not ready for the tenant on occupation at the beginning of the tenancy, the tenant may notify the landlord that they do not want to proceed with the tenancy agreement or they can apply to the Court of Queen's Bench to have the landlord ordered to live up to the tenancy agreement. The tenant may also pursue the landlord for damages through the RTDRS or Court if the rental premises are not ready on time.

Taking possession

Unless otherwise agreed, a tenant takes possession of a residential rental premises when the security deposit, fees (if any), and any required rent is paid and the landlord gives the tenant the keys to the rental premises.

Move-in and Move-out inspection reports

It is mandatory for landlords and tenants to complete both a move-in and a move-out inspection report.

- Landlords and tenants must inspect the rental premises within one week before or after a tenant moves in and within one week before or after a tenant moves out.
- The rental premises should be vacant when the inspections take place unless the landlord and tenant agree otherwise.
- The landlord and tenant should inspect the residential rental premises together. They should write down the condition of the rental premises and any damages such as scratches or burns.
- Both parties must sign the inspection reports.
- The landlord must give the tenant a copy of both the move-in and move-out inspection reports as soon as they are completed.

The RTA provides landlords and tenants with requirements that must be met in order to properly end a tenancy.

- A landlord can conduct the inspection without the tenant being present if the landlord has offered the tenant two inspection times, on two different days, and the tenant has refused or did not attend.
- The law requires that certain statements must be included in the inspection report. For more information, see page 16.
- The landlord must keep copies of the inspection reports for three years after the tenancy terminates.

Several organizations sell inspection report forms, see page 14.

LIVING THERE

The RTA sets out requirements for both landlords and tenants which will apply during the term of the tenancy.

Methods of delivering notice

A notice must be delivered in person, or delivered by registered mail. Tenants should use the mailing address provided in the "notice of landlord." Landlords should use the mailing address of the residential rental premises.

If the tenant is absent from the rental premises and/or evading service, the landlord may:

- give the notice to an adult who appears to live with the tenant, or
- post the notice in plain sight on the residential rental premises.

If a landlord or tenant cannot serve a notice as indicated above, the notice may be sent through electronic means. The electronic method must result in a printed copy of the notice. The sender has to ask for acknowledgment and the recipient has to acknowledge their receipt of the notice.

Rent increases

Landlords cannot increase the rent payable by a tenant under a fixed term or periodic tenancy agreement until a minimum of one year (365 days) has passed since the last rent increase or since the start of the tenancy, whichever is later. If the 365th day occurs during the term of a fixed term tenancy the landlord cannot increase the rent until the tenancy agreement expires.

In addition, no rent increases are permitted for either periodic or fixed term tenants if a tenant is served with a notice to terminate because the rental premises are being converted to condominiums or major renovations are required that need the rental premises to be unoccupied.

There is no limit on the amount by which the landlord may raise the rent.

If the landlord wants to increase the rent, the landlord's notice to the tenant must be in writing and include **all** of the following:

- the date
- the effective date of the increase
- the landlord's signature

This notice is required for a periodic tenancy only.

If a notice does not comply with the requirements, it is void. A tenant who pays an increase in rent based on a notice that does not comply with these requirements may recover the amount of the increase, by applying to the RDTRS or Court.

The amount of notice required to increase the rent depends on the type of periodic tenancy as follows:

- 12 full tenancy weeks for a week-to-week periodic tenancy
- three full tenancy months for a month-to-month periodic tenancy
- 90 days for any other periodic tenancy.

Locks and security devices

Neither the landlord nor tenant can be locked out of the residential rental premises. If the landlord adds or changes locks, a new key must be given to the tenant right away. If a tenant wants to add or change locks to increase security, they may do so with the permission of the landlord. The tenant must give the landlord a new key as soon as the change is made.

Without the landlord's permission, tenants may only add locks that can be used from the inside, such as chain locks.

If adding a lock makes holes in the door or frame, the tenant must leave the lock in place when moving out or repair the damage if the lock is removed.

ENTRY

A landlord's right to enter rental premises

A landlord may enter the residential rental premises at any time with the tenant's consent. Consent can be verbal or written. If the landlord has the tenant's consent, no notice is required.

Entry without permission and without notice

The landlord may enter the rental premises without permission and without giving notice to the tenant

- when the landlord has reason to believe there is an emergency; or
- the landlord has reason to believe that the tenant has abandoned the rental premises.

Entry without permission but with proper notice

The landlord may enter the residential rental premises without permission but only if the landlord has given the tenant a written notice at least 24 hours before the time of entry. The landlord can give notice to enter for specific reasons outlined in the legislation which are:

- to do repairs
- to inspect the state of repair of the rental premises
- to take necessary steps to control pests
- to show the rental premises to prospective purchasers, or mortgagees; or
- to show the rental premises to prospective tenants after the landlord or tenant has given notice to end a periodic tenancy, or, in the final month of a fixed-term tenancy.

Form of notice to a tenant

A notice to enter the residential rental premises must:

- be in writing
- be signed by the landlord or agent
- state the reasons for the entry
- state the date and time of the entry. The time may be expressed as a period of time, reasonable in duration for the stated purpose, that begins and ends at a specified time. Entry can only be between 8 a.m. and 8 p.m. on a day that is not a holiday or the tenant's day of worship. This is assumed to be Sunday unless the tenant provides written notice to the landlord of a different day.

The tenant does not have to be present since the landlord has the right to enter as long as proper notice has been provided. The landlord cannot insist the tenant be out of the rental premises when they enter.

Repairs

The landlord is responsible for keeping the rental premises reasonably safe and in good repair at all times, not just at the beginning of a tenancy. Standards for safety and comfort are set out in the ***Public Health Act*** and regulations.

Landlords and tenants can contact their local Regional Health Authority for more information.

For more information, landlords can contact **Health Link Alberta** at:

Calgary: 403-943-LINK (5465)
Edmonton: 780-408-LINK (5465)
Toll Free: 1-866-408-LINK (5465)

If a landlord ignores a tenant's request for repairs, the tenant may apply to the RTDRS or Court for any of the following:

- to recover damages
- to have the rent reduced to make up for any benefits the tenant has lost because the landlord didn't carry out the landlord's obligations
- to compensate for the cost of performing the landlord's obligations
- to end the tenancy.

Note: A tenant **cannot** withhold rent because they believe the landlord is not meeting their obligations. A landlord **cannot** evict a tenant for exercising their rights under the RTA or the *Public Health Act.*

Sublease or Assignment

A tenant cannot sublease or assign the residential rental premises to someone else without the landlord's written consent. A landlord may not refuse permission without reasonable grounds and must give the tenant their reasons in writing within 14 days after receiving the request.

If the landlord does not answer the request within 14 days, the tenant may assume that the landlord agrees to the sublease or assignment.

A landlord may not charge a fee for giving consent to a sublease.

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EVICTIONS

24-hour notice

If a tenant assaults or threatens to assault a landlord or another tenant or does significant damage to the residential rental premises the landlord can

- apply to the RTDRS or Court to end the tenancy; or
- give the tenant a **24-hour notice** to end the tenancy.

The 24-hour notice must

- be in writing
- be signed by the landlord or agent
- state the reasons for eviction; and
- state the time and date the tenancy ends.

In either case, the landlord may pursue the tenant through the RTDRS or Court for any damages not covered by the security deposit.

If a tenant has been given a 24-hour notice but does not move out, the landlord has 10 days after the tenancy ends to apply to the RTDRS or Court for an order that confirms that the tenancy will end. If the landlord doesn't apply to court within the 10 days, the 24-hour notice is no longer valid, which means the tenancy has not ended.

14-day notice

A substantial breach occurs when a tenant does not carry out any of their obligations under the RTA or when a tenant commits a series of breaches of the residential tenancy agreement and the cumulative effect is substantial.

If a tenant commits a substantial breach of the tenancy agreement, the landlord can apply to the RTDRS or Court to end the tenancy or give the tenant a **14-day notice** to end the tenancy.

The **14-day notice** must

- be in writing
- be signed by the landlord or agent
- state the reasons for the eviction; and
- state the time and date the tenancy ends.

Note: The RTA says that a tenant must be given notice at least **14 clear days** before the tenancy is to end. This means that the day the notice is given and the day the tenancy ends do not count as part of the 14 days. For example, if a landlord gives the tenant notice on the fourth of the month, the earliest day the tenancy can end is the 19th of the same month.

Non-payment of rent

If the tenant's substantial breach is non-payment of rent, the landlord's 14-day notice must include the following additional information:

- the amount of rent due as of the date of the notice and any additional rent that may become due during the notice period; and
- a statement that the tenancy will not be terminated if, on or before the termination date in the notice, the tenant pays the rent and any additional rent due as of the date of payment.

A tenant cannot object to a 14-day notice for non-payment of rent.

The landlord can hire a civil enforcement agency to carry out a Distress for Rent. The agency can seize the tenant's possessions to pay for the unpaid rent and costs. This option is only available when the tenant is living in the residential rental premises. Once the tenant moves out, the landlord cannot use this remedy.

If a tenant objects to a 14-day notice

A tenant who objects to the reasons stated for termination in a 14-day notice must

- give the landlord a written explanation of why the tenant disagrees with the reasons given; and
- deliver the written objection to the landlord before the 14 days are over.

If a tenant objects to the reasons for termination, or if a tenant does not leave at the end of a 14-day notice period, the landlord can apply to RTDRS or the Court for a court order to terminate the tenancy and get possession of the rental premises.

Until RTDRS or the Court issues the order, the tenant may remain on the rental premises. The tenant must move out by the possession date in the order.

Unauthorized occupants

At the beginning of a tenancy, the landlord and tenant should agree on who is allowed to live in the residential rental premises. The names of all tenants should be listed in the tenancy agreement. If someone who is not listed in the tenancy agreement is living in the residential rental premises, the landlord has the right to give that person a 14-day notice to leave.

If the unauthorized occupant does not move out in the 14 days, the landlord can apply to the RTDRS or Court for an order for that person to vacate the rental premises.

In cases where the tenant has moved out, the landlord can give an unauthorized occupant a 48-hour notice to leave. If the occupant does not move out in 48 hours, the landlord can apply to the RTDRS or Court for an order for recovery of possession of the rental premises.

Substantial breach by landlords

Tenants can give a 14-day notice to end a tenancy if the tenant believes on reasonable grounds that the landlord has not complied with an executive order issued under Section 62 of the *Public Health Act.* The signed written notice must include the address of the rental premises and the reasons and date of termination. The notice is void if the landlord objects in writing within seven days of receiving the tenant's notice because the order has been complied with or stayed.

MOVING OUT

A tenancy may end for many different reasons. Sometimes it is the landlord who wants to end the tenancy and sometimes it is the tenant. The RTA provides landlords and tenants with requirements that must be met in order to properly end a tenancy.

When can a landlord end a fixed-term tenancy?

The fixed-term tenancy ends on a specific date as stated in the residential tenancy agreement. The tenancy ends without notice, unless the landlord and tenant agree to continue after the end of the fixed term.

When can a landlord end a periodic tenancy?

Landlords can only give notice to end a periodic tenancy under specific conditions set out in the Residential Tenancies Ministerial Regulation.

If a landlord intends to convert the residential rental premises to a condominium unit and the rental premises must be vacant, or the landlord needs to do major renovations that require the rental premises to be unoccupied, the landlord must give the tenant 365 days notice to terminate the periodic tenancy.

Major renovations do not include painting, replacing of 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. (Relative includes any relative by blood, marriage or adoption or by virtue of an adult interdependent relationship.)
- The landlord agrees to sell the rental 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. In this case, the buyer must ask the landlord in writing to give the tenant a notice to end the tenancy.
- The landlord intends to demolish the building that the tenant lives in.
- The rental premises are a detached or semi-detached dwelling or one condominium unit. The landlord agrees to sell the rental 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 rental premises.
- The landlord is an educational institution and the tenant was a student at the beginning of the tenancy but the tenant is no longer a student or will no longer be a student once the notice period has passed.
- The landlord intends to use or rent the rental premises for a non-residential purpose.

Proper notice to end a periodic tenancy

To end a periodic tenancy agreement, landlords and tenants must give written notice to the other party.

A written notice must include all of the following information specified in the RTA including:

- the address of the rental premises
- the date the tenancy will end
- the signature of the person giving notice
- the landlord's reasons for ending the tenancy.

Amount of notice required

The required notice depends on who is giving the notice and the type of tenancy.

Type of Periodic Tenancy	Tenant	Landlord
Week-to-week	1 full tenancy week	1 full tenancy week
Month-to-month	1 full tenancy month	3 full tenancy months

When does notice have to be given?

For week-to-week periodic tenancies, notice must be given by either the landlord or the tenant on or before the first day of the tenancy week to be effective on the last day of the tenancy week.

For month-to-month periodic tenancies, notice must be given by a tenant on or before the first day of the tenancy month to be effective on the last day of the tenancy month. Notice by a landlord must be given on or before the first day of the three month notice period.

If the date the notice is due falls on a holiday, (e.g. January 1 or July 1) the next business day becomes the due date according to the ***Interpretation Act***.

Late service of notice

If a notice is served late, it will still be effective but at a later date.

- A late notice to end a weekly tenancy will be effective on the last day of the next complete tenancy week.
- A late notice to end a monthly tenancy will be effective on the last day of the next complete tenancy month. For example, a month-to-month tenancy is from the first day of the month to the last day of the month. If the tenant gives notice on June 2 to end a month-to-month tenancy on June 30, the notice is effective July 31.

When does the tenant have to move out?

The RTA says that a tenancy ends at noon on the last day of the tenancy unless the landlord and tenant agree to a different time.

Giving up possession usually means that the tenancy agreement has come to an end, the tenant has moved their belongings, cleaned the rental premises and returned the keys to the landlord.

The noon deadline does not apply if the landlord has given the tenant a 24-hour notice of termination.

Returning the tenant's security deposit

Tenants have the right to the return of their security deposit, with any interest owing, when they move out if certain conditions are met:

- There is no damage beyond normal wear and tear. The RTA defines normal wear and tear as the deterioration that occurs over time with the use of the rental premises even though the rental premises receive reasonable care and maintenance.
- The rental premises have been properly cleaned. For a sample cleaning list to give to tenants, see page 17.
- No rent or other costs are owing.

If the tenant does not meet these conditions, the landlord has the right to keep part or all of the security deposit to cover these costs. If the costs exceed the security deposit, the landlord can take legal action to claim for the money owing.

If there are no deductions for rent, other costs, cleaning or repairs, the landlord must pay the tenant their full deposit plus interest within 10 days of the day the tenant gave up possession of the rental premises.

If there are deductions, the landlord must do one of the following within 10 days:

- return the balance of the deposit, if any, to the tenant with a statement of account that lists all the damages, repair costs and details of the cleaning charges; or

- give the tenant an estimate of the deductions that will be made and return any money that won't be used. The tenant must receive a final statement and any money owing within 30 days after the tenancy ends.

Landlords cannot make deductions for damages or cleaning costs if the inspection report requirements have not been met. They can, however, take legal action to recover these costs.

Landlords are allowed to deduct for other costs not related to the condition of the residential rental premises without an inspection report.

Ask the tenant to provide a written forwarding address before they leave.

What if a tenant leaves belongings behind?

Sometimes a tenant moves out or abandons the rental premises, but leaves belongings behind. A landlord has the immediate right to dispose of the goods if the landlord believes they are worth less than $2,000, or if the value of the goods will depreciate substantially in storage (e.g. the goods will spoil). If the goods are worth $2,000 or more, the landlord must store them for 30 days.

A tenant can reclaim their possessions by paying the landlord for the moving and storage costs. Once the tenant has paid these costs, the landlord must then return the tenant's possessions. If the tenant does not claim the goods within 30 days, the landlord can sell the goods by public auction or by private sale with the approval of the court.
The landlord can use the money from the sale of the goods to pay the costs for transporting, storing and selling the goods.

The landlord can also keep any money that the tenant owed for rent or damaged property. If there is money left after those payments, the surplus is held by the provincial Minister responsible for the RTA.

Landlords must keep a record of the storage and disposition or sale of goods for at least three years. The records must include:

- a description of the goods
- where the goods were stored
- when the goods were stored
- the costs claimed by the landlord
- when the goods were returned to the tenant
- details of the sale including the location of sale and the amount, if any, that was paid to the Minister
- how the goods were disposed of if they were not returned or sold.

RENTING A CONDOMINIUM

There are different rules for landlords and tenants when condominium owners rent their units. If there is a conflict between the ***Condominium Property Act*** and RTA, the *Condominium Property Act* will apply.

Unit owners' responsibilities

A condominium owner who rents their unit to a tenant must provide written notice to the condominium corporation of

- their intent to rent their unit
- the address where they can be served
- the amount of rent they are charging
- the name of the tenant within 20 days of the tenancy starting

- the unit no longer being rented within 20 days of the tenancy ending.

The condominium owner must also

- pay a deposit if the corporation requests it (the landlord cannot ask the tenant to pay this deposit)
- agree that the tenant will not damage the corporation's property (damage does not include normal wear and tear)
- inform tenants of the corporation's bylaws and make them a condition of the tenancy (the bylaws override the tenancy agreement and the RTA).

The corporation's responsibilities

When an owner rents their unit the corporation may ask the owner for a deposit. The deposit can be no more than a maximum of one month's rent that will be charged for the unit. The owner's deposit can be used to repair or replace condominium property, common property or exclusive use property damaged, destroyed, lost or removed by the tenant. The ***Condominium Property Act*** does not require the corporation to pay interest on the deposit.

Within 20 days of being advised by the owner that the unit is no longer rented, the corporation must

- return the deposit
- give the owner a statement of account showing the amount of the deposit that was used and any money left over; or
- give the owner an estimated statement of account showing how it intends to use the deposit. Within 60 days after delivering the estimate, the owner must receive a final statement and any money left over.

Evicting a tenant

The corporation can evict a tenant for damaging the property or not following the bylaws. Notice will take effect the end of the month following the month the notice is given (e.g. if the corporation gives notice in September, the tenancy ends on Oct. 31). This effective date overrides the tenancy agreement and the RTA. The tenant does not have the right to give the corporation a notice of objection.

If the tenant doesn't move out, the corporation can go to the Court of Queen's Bench for an order requiring the tenant to move.

If a tenant does excessive damage to the corporation's property or the common property or if the tenant is a danger to or is intimidating the owners or other renters, the corporation can go to the Court of Queen's Bench for an order requiring the tenant to move out. The tenancy will end when the Court of Queen's Bench orders the tenant to leave.

The corporation must serve any notices or orders on the landlord.

The RTA sets out requirements for both landlords and tenants which will apply during the term of the tenancy.

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Note: Condominium corporations **cannot** use the Provincial Court of Alberta or the RTDRS to end a tenancy, recover possession or to get an order to vacate the rental premises.

FOR MORE INFORMATION

Consumer Contact Centre

They can provide information on many topics related to landlords and tenants.

Edmonton: 780-427-4088
Toll-free in Alberta: 1-877-427-4088

Publications

www.servicealberta.ca/ConsumerTipsheets.cfm

Queen's Printer Bookstore

You may purchase the RTA and the regulations from the Queen's Printer Bookstore:
10611 - 98 Avenue, Edmonton, Alberta T5K 2P7
Edmonton: 780-427-4952
Toll-free in Alberta: 310-0000 then 780-427-4952
These are also free for you to download in the "pdf" or "html" formats at www.qp.alberta.ca

Residential Tenancy Dispute Resolution Service

Edmonton: 780-644-3000
Calgary: toll-free: 310-0000 then 780-644-3000
www.rtdrs.alberta.ca

Provincial Court of Alberta

Landlords and tenants who wish to make an application to the Court under the RTA should obtain the booklet: "Application in Provincial Court of Alberta under the *Residential Tenancies Act* or *Mobile Home Sites Tenancies Act*—Instructions for Landlords and Tenants".

To make an application, landlords and tenants will need to obtain the required forms and follow all the instructions provided in the booklet.

The booklet is available at Provincial Court locations or online at:
www.albertacourts.ab.ca/pc/civil/publication/rta.pdf

Inspection Report Forms

Inspection Report forms are available at nominal cost from

- Landlord and Tenant Advisory Boards
- Calgary Residential Rental Association
- Edmonton Apartment Association.

The forms are useful because they contain all the statements required by the Regulation; they have both the move-in and move-out inspections contained in the one form for ease of comparison; and they are often printed in triplicate so that there are copies for both the landlord and the tenant.

LANDLORD AND TENANT ADVISORY BOARDS AND INFORMATION SERVICES

These organizations answer residential tenancy questions from both landlords and tenants. They also make tenancy forms available (for a fee). For a sample cleaning list to give to tenants, see page 17.

Edmonton: 780-496-5959
www.edmonton.ca (search Landlord or Tenant)

Fort McMurray (Regional Municipality of Wood Buffalo) 780-743-5000
www.woodbuffalo.ab.ca/page1342.aspx

LANDLORD ASSOCIATIONS

Calgary Residential Rental Association
403-265-6055
http://crra.ca/

Edmonton Apartment Association
780-413-9773
www.eaa.ab.ca/

OTHER REFERRALS

Laws for Landlords in Alberta
landlordandtenant.org/llhome/default.aspx

Reference Guide to Landlord and Tenant Law in Alberta
www.slsedmonton.com/civil/landlord-and-tenant-law/

Canada Mortgage and Housing Corporation
Your Guide to Renting a Home
www.cmhc-schl.gc.ca/en/co/reho/index.cfm

Centre for Public Legal Information (CPLEA)
780-451-8764
www.cplea.ca

Central Alberta Community Legal Clinic (CACLC)
403-314-9129 or Toll Free: 1-877-314-9129
www.communitylegalclinic.net

Health Link Alberta

Calgary: 403-943-LINK (5465)
Edmonton: 780-408-LINK (5465)
Toll Free: 1-866-408-LINK (5465)

www.albertahealthservices.ca/223.asp

A current version of this and other consumer publications are available at the Service Alberta website www.servicealberta.ca. Most public libraries have Internet access if you don't have access at home. If you need more copies of this publication, you have permission to photocopy.

Landlords cannot make deductions for damages or cleaning costs if the inspection report requirements have not been met.

INSPECTION REPORTS

Section 19 of the ***Residential Tenancies Act*** **(RTA)** requires landlords and tenants to inspect residential rental premises within one week before or after a tenant takes or gives up possession of the rental premises. The landlord must give the tenant a copy of the report immediately following the inspection.

Incoming and outgoing inspection reports must contain specific statements and must be signed in accordance with the requirements in ***section 4*** of the ***Residential Tenancies Ministerial Regulation.***

It is an offence for a landlord to make a deduction for damages from the security deposit when the tenant moves out if the inspection reports are not completed, the inspection reports do not contain all the correct statements and signatures, or a copy of the reports are not provided to the tenant or tenant's agent.

Section 4(2) states: Each inspection report must contain the following statement:

Inspections should be conducted when the rental premises are vacant unless the landlord and tenant or their agents otherwise agree.

Section 4(3) states: When an inspection has been conducted by the landlord and the tenant or their agents, the inspection report

(a) must contain the following statement and the landlord or the landlord's agent must sign the statement:

The inspection of the rental premises was conducted on (date) by (landlord or landlord's agent) and by (tenant or the tenant's agent) and

(b) must contain both of the following statements and the tenant or the tenant's agent must sign one of the statements:

(i) I, (name of tenant or tenant's agent), agree that this report fairly represents the condition of the rental premises or

(ii) I, (name of tenant or tenant's agent), disagree that this report fairly represents the condition of the rental premises for the following reasons:

Section 4(4) requires: Where the tenant or the tenant's agent refuses to sign one of the statements referred to in subsection (3), the inspection report must contain the following statement and be signed by the landlord or the landlord's agent:

The tenant or tenant's agent present at the inspection refused to sign the tenant's statement.

Section 4(5) requires: Where an inspection is conducted by the landlord or the landlord's agent without the tenant or tenant's agent being present, after 2 failed attempts to do the inspection together as outlined in ***section 19(3)*** of the Act, the report must contain the following statement and the landlord or the landlord's agent must sign the statement:

The inspection of the rental premises was conducted on (date) by (landlord or landlord's agent) without the tenant or the tenant's agent being present.

- A landlord can conduct the inspection without the tenant being present if the landlord has offered the tenant two inspection times, on two different days, and the tenant has refused or did not attend.
- The landlord must keep copies of the inspection reports for three years after the tenancy terminates.

SAMPLE CLEANING LIST

The tenant should always check with the landlord to see if they have a cleaning list. If the landlord has not provided a cleaning list, the following is a **suggested** cleaning list for tenants to use before they vacate.

- ☐ Clean in, out, behind and under the fridge and defrost and clean the freezer
- ☐ Leave the fridge door open if the power has been turned off
- ☐ Clean in, out, behind and under the stove and clean the oven and burners on the stove
- ☐ Wash the cupboards inside and outside
- ☐ Clean inside and outside of all windows/tracks, closet doors/tracks and patio doors/tracks
- ☐ Wash walls and floors
- ☐ Dust curtain rods and window coverings or replace yours with the landlord's
- ☐ Dust or wash fans and vents, light fixtures, replace burnt out light bulbs
- ☐ Check the smoke detector, replace batteries as needed
- ☐ Clean bathroom thoroughly including the tub, tile, sink, vanity, mirror, medicine cabinet, cupboards and toilet
- ☐ Vacuum and clean the carpets, if necessary

RTA OFFENCES

Alberta is responsible for enforcing the *Residential Tenancies Act* and the regulations under the Act. An enforcement action for a chargeable offence under either the Act or the regulations may be a written warning, violation ticket with a specified penalty (no court appearance required), or mandatory court appearance.

The following charts list the chargeable offences under the *Residential Tenancies Act,* the *Residential Tenancies Ministerial Regulation* and the *Subsidized Public Housing Regulation.* Beside each offence is the maximum fine on conviction of the offence as well as the specified penalty for a violation ticket. The *Procedures (Residential Tenancies) Amendment Regulation* under the *Provincial Offences Procedure Act* specifies the penalties that are payable.

CHARGEABLE OFFENCES UNDER THE RESIDENTIAL TENANCIES ACT

Section	Description of the Offence	Maximum Fine on Conviction (each offence)	Ticket Specified Penalty
6(2)	Failing to use the premises for the reason set out in the notice to terminate a periodic tenancy within a reasonable time after the tenant moves out.	$5000	$250
12(2)(b)	Failing to provide a periodic tenant with termination notice of 365 days to obtain vacant possession for condominium conversion.	$10000	N/A
18	Failing to provide a “notice of landlord”.	$5000	$150
19(6)	Failing to retain inspection records for at least three years after the termination of the tenancy or make them available to the Director for purposes of an inspection or investigation.	$5000	$150
23	Failing to give proper notice of entry.	$5000	N/A
24	Failing to provide a tenant or landlord with a key when the locks have been changed.	$5000	$400
25	Terminating a tenancy because the tenant makes a complaint under the Residential Tenancies Act or the Public Health Act or taking retaliatory action against a tenant including the imposition of a financial penalty.	$5000	N/A
31(13)(14)	Failing to keep records of the disposition of abandoned goods for at least three years.	$5000	$150
43	Taking more than one month’s rent as a security deposit or raising the amount.	$5000	$150
44(1)	Failing to put security deposits into a trust account within two banking days.	$5000	$250
44(3)	Putting money that is not a security deposit into the trust account.	$5000	$250
44(5)(6)	Failing to keep records of security deposits and make them available to the Director for purposes of inspection or investigation for at least three years after the termination of a tenancy.	$5000	$150
45	Failing to pay interest on a security deposit. (Refer to the interest chart provided)	$5000	$250

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Section	Description of the Offence	Maximum Fine on Conviction (each offence)	Ticket Specified Penalty
46(2)	Failing to return a security deposit or provide a statement of account within 10 days; or, failing to provide an estimated statement of account and any refund within 10 days.	$5000	$250
46(2)	Failing to provide the tenant with the balance of the security deposit, if any, and a final statement of account for the estimated deductions within 30 days after the tenant gave up possession of the premises (if the landlord is entitled to make a deduction).	$5000	$250
46(6)	Deducting money from the security deposit or damages if proper inspections were not carried out.	$5000	$250

CHARGEABLE OFFENCES UNDER THE RESIDENTIAL TENANCIES MINISTERIAL REGULATION

Section	Description of the Offence	Maximum Fine on Conviction (each offence)	Violation Ticket Specified Penalty
2	Terminating a periodic tenancy for any reason other than those set out in the regulation.	$5000	$250
2.1(1)	Failing to provide notice period to a periodic tenant of 365 days for major renovations requiring vacant occupancy.	$10000	N/A
3(1)	Increasing rent for a periodic tenant unless at least 365 days have passed since the last rent increase or since the start of the periodic tenancy, whichever is later.	$10000	N/A
3(2)	Serving a rental increase notice after providing notice to terminate the tenancy for condominium conversion or major renovations.	$10000	N/A
3(3)	Increasing rent or recovering additional rent during a fixed term tenancy of one year or more.	$10000	N/A
3(4)	Increasing rent or recovering additional rent when the same tenant has multiple fixed term tenancies of less than one year, unless 365 days have passed since the tenant first occupied the premises, or since the last rent increase, whichever is later.	$10000	N/A
3(5)	Increasing rent before the end of a fixed term tenancy when the tenancy exceeds 365 days.	$10000	N/A
4	Failing to include in an inspection report, all the required statements as set out in the regulation.	$5000	$150
5	Failing to keep abandoned goods valued at $2000 or more for 30 days.	$5000	$150
6	Failing to provide the tenant with an affidavit setting out the amount owing for rent, damages, or repairs to establish the tenant's liabilities.	$5000	N/A

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Section	Description of the Offence	Maximum Fine on Conviction (each offence)	Violation Ticket Specified Penalty
7	Non-owner landlord who is sole trustee of security deposit money failing to deposit, hold and administer the security deposit money as required in the regulation.	$5000	$250
8	Failing to invest security deposit money in prescribed investment vehicles.	$5000	$250
9	Failing to retain the security deposit in a trust account until the end of the tenancy.	$5000	$250

CHARGEABLE OFFENCES UNDER THE SUBSIDIZED PUBLIC HOUSING REGULATION

Section	Description of the Offence	Maximum Fine on Conviction (each offence)	Violation Ticket Specified Penalty
4(1)	Taking a security deposit greater than what the tenant would be required to pay for the first month's rent under the residential tenancy agreement.	$5000	$150

INTEREST PAYABLE ON SECURITY DEPOSITS

The minimum interest rate a landlord must pay on a security deposit is published each year by Service Alberta. A calculator is provided on the Service Alberta website to assist in calculating the amount of interest that is owed on any specific security deposit based on the regulated interest rate.

Time Period	Minimum Annual Interest Rate	Time Period	Minimum Annual Interest Rate
January 1, 2009 to December 31, 2012	0%	January 1, 1997 to December 31, 1998	0%
January 1, 2008 to December 31, 2008	0.5%	January 1, 1996 to December 31, 1996	2.5%
January 1, 2007 to December 31, 2007	0.3%	January 1, 1995 to December 31, 1995	2.75%
January 1, 2002 to December 31, 2006	0%	July 1, 1994 to December 31, 1994	1.5%
January 1, 2001 to December 31, 2001	1.75%	February 1, 1993 to June 30, 1994	3%
January 1, 2000 to December 31, 2000	1.15%	March 1987 to January 31, 1993	6%
January 1, 1999 to December 31, 1999	0.75%	January 1, 1984 to February 28, 1987	8%