

INTRODUCTION



PURPOSE:

This Handbook is designed to explain the rights and responsibilities of all tenants, landlords, and agents involved in renting residential premises in Alberta under the *Residential Tenancies Act* (RTA) and regulations:

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

The Handbook will explain the minimum legislated requirements set out in the RTA. It provides landlords and tenants with options to deal with matters **not** established as minimum requirements and makes residential tenancy resource material available in a user-friendly format.

HOW TO USE THIS HANDBOOK:

Words and terms that are commonly used in relation to tenancies and the RTA are defined in the Definition section at the beginning of this handbook. The sections include Statutory References, Guidelines, Practical Applications, and Forms information.

CASE LAW

You can search for cases tried in Alberta Court of Queen's Bench pertaining to "residential tenancy" - <http://www.canlii.org/en/ab/abqb/>

ENVIRONMENTAL PUBLIC HEALTH LEGAL PENALTIES & ORDERS

The Environmental Public Health Program may prosecute owners and operators of public places that continue to use unsafe practices that may endanger people. Orders and court cases are available at this link <http://www.albertahealthservices.ca/eph/Page3150.aspx>

DISCLAIMER:

As a Handbook on residential tenancy matters, this does **not** set out everything in the RTA, nor does it state the law. Landlords and tenants should refer to the RTA to determine their legislative rights and obligations. In every instance, the law as set out in the RTA governs.

DEFINITIONS

There are a number of words that are commonly used in the RTA, regulations, and in the rental business. Understanding what these words mean, and how they are used, is an important part of understanding what residential tenancies are all about.



These are plain language definitions for the commonly used terms in this guide.

A

Abandon	An action of a tenant who leaves the residential premises before the end of the tenancy, without giving notice to the landlord that they are leaving.
Abandoned Goods	Any property a tenant leaves behind after they move out of the residential premises.
Abatement Of Rent	A reduction in the amount of rent a tenant is required to pay to the landlord. An abatement of rent can occur on a one-time-only basis; for a specified period of time; or be on-going.
Agent	<p>A person who has been given the authority by another person to undertake certain activities on their behalf.</p> <p>Examples include:</p> <ul style="list-style-type: none">• A leasing agent who is given the authority to enter into a residential tenancy agreement with a tenant on behalf of the landlord.• A building caretaker who is given the authority to enter the residential premises to make repairs on behalf of the landlord.
Agreement	See Contract definition
Assign Or Assignment	<p>A person assigns their right or obligation to another person, or the written document that transfers a right or obligation.</p> <ul style="list-style-type: none">• An example is the tenant in a fixed term tenancy wants to move out of the residential premises before the end of the residential tenancy agreement. The tenant finds someone else who will move in and take over the tenant's rights and obligations. The tenant wants to assign the residential tenancy agreement to this other person.

B

Bailiff	See Civil Enforcement Bailiff definition.
Breach	<p>Refers to breaking, or not keeping, one or more of the promises a tenant and landlord made to each other in the residential tenancy agreement.</p> <ul style="list-style-type: none">• A breach can happen when either the tenant or the landlord doesn't do what they promised to do, or when they do something they promised not to do.

C

Civil Enforcement Agency	<p>A person who is authorized by agreement under the <i>Civil Enforcement Act</i> to operate as a civil enforcement agency.</p> <ul style="list-style-type: none">• Civil enforcement agencies are privately owned and operated bailiff companies. They are authorized by the Sheriff on behalf of the Minister of Justice to carry out seizures on personal property, sell seized property, distribute proceeds from the sale of seized property, carry out evictions and carry out court orders.• Look for them in the yellow pages under Civil Enforcement Agencies.
Civil Enforcement Bailiff	<p>A person who has been appointed by the Sheriff under the <i>Civil Enforcement Act</i>. A civil enforcement bailiff has the authority to seize property that belongs to someone who owes money. Civil enforcement bailiffs are employed by or under contract to a civil enforcement agency and have the authority to seize personal property, remove seized property, carry out court orders and evictions.</p>
Common Areas	<p>Those parts of the residential premises that can be used by all tenants and are under the control of the landlord.</p> <ul style="list-style-type: none">• Common areas may include hallways, stairs, tenant storage rooms, parking areas, sidewalks, landscaping and laundry rooms.
Consent	<p>Means to give permission.</p> <ul style="list-style-type: none">• An example of consent is that the landlord has to give permission to the tenant before the tenant can change the locks to the residential premises.• Another example of consent would be the tenant giving permission to the landlord to enter the residential premises without notice to do an inspection or make repairs.

Contract	<p>The promises made by two or more people to each other, that each will do something that will benefit the other.</p> <ul style="list-style-type: none"> • In a contract, there must be agreement by all the persons on what they are promising each other. • Can be in writing or spoken words. • The residential tenancy agreement is a contract. • In law, a contract is enforceable through the court.
Control	<p>Refers to having the legal right to make a decision.</p> <ul style="list-style-type: none"> • An example of control is that the tenant can make the decision where to put their belongings inside the residential premises. • Another example is that the landlord can make the decision what colour to paint the outside of the building.
Court	The Provincial Court of Alberta or the Court of Queen's Bench of Alberta
Covenant	The RTA says there are certain things the landlord and the tenant must do or not do. It can also be a promise between a landlord and a tenant.

D

Damage	Refers to harm to property or a person. The court or Residential Tenancy Dispute Resolution Service (RTDRS) decides if there has been damage and who caused it.
Damage Deposit	See "security deposit" definition
Damages	Refers to the amount of money that is needed to repair any damage that has been done. When the court or RTDRS decides there has been damage, and who caused it, and who is responsible to fix it, the court or RTDRS also determines the financial remedy.
Distrain, Distrain Or Distress	<p>The common law remedy of the landlord to seize the tenant's property through a civil enforcement agency when the tenant hasn't paid the rent.</p> <ul style="list-style-type: none"> • The landlord cannot use the remedy of distraint if the landlord has terminated the tenancy.

E

Evict	The procedure used to remove the tenant and their possessions from the residential premises when the tenant doesn't leave at the termination of tenancy.
Evidence	Any type of proof presented by the landlord or tenant including: <ul style="list-style-type: none"> • Written documents (tenancy agreement, receipts, letters, pictures, witness statements). • Photographs, video or audio recordings and other physical evidence. • Oral statements of the parties or witnesses
Exclusive Possession	Having possession, control and use of the residential premises.

F

Fixed Term Tenancy	A tenancy that begins on a specific day, and ends on a specific day. <ul style="list-style-type: none"> • Neither the landlord nor the tenant has to give notice to the other party to end the fixed term tenancy agreement. • If the landlord agrees to allow the tenant to continue renting, the RTA says the tenancy automatically becomes a periodic tenancy, unless the landlord and tenant make a new residential tenancy agreement.
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H

Habitable	The residential premises must be fit for someone to live in. <ul style="list-style-type: none"> • The <i>Public Health Act</i>, Minimum Housing & Health Standards and other Regulations, Bylaws and Codes, all set out requirements for the condition of premises where people live. If these requirements are not met, then the premises may be deemed not habitable
Holiday	In accordance with the <i>Interpretation Act</i> , if a due date, under the RTA, falls on a holiday or Sunday, the next business day becomes the due date, e.g., January 2 and July 2.

I

Inspection Report	<p>A written report that the landlord and the tenant do together at the beginning and end of the tenancy. The report records the condition of the residential premises before the tenant moves in, and after they move out. The inspection report done at the beginning is often called the move-in inspection report, and the one at the end is often called the move-out inspection report. The residential premises must be fit for someone to live in.</p> <p>The RTA says the inspection report has to be in writing; that both the landlord and tenant should be present when it is done; and that both should sign it after it is done.</p> <ul style="list-style-type: none">• The RTA says the inspection report must include certain statements that must be signed within the report.• A landlord can do the inspection without the tenant being present if the landlord has offered the tenant two inspection times and the tenant does not agree to attend.• A copy of the move-in and move-out inspection reports must be given to the tenant as soon as they are completed.
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L

Landlord	<p>The legal owner of the residential premises, or some other person that has control of the residential premises.</p> <ul style="list-style-type: none">• A property manager, leasing agent, caretaker, building manager, or any other person who controls whether someone can rent the place is a landlord.• A person who, in law, has the same rights as the landlord is a landlord. Examples include the heirs of the landlord; secured creditors acting on their security; or someone who obtains ownership from the landlord.• Any person who has a right of possession of the residential premises and the right to go to court to ask for enforcement of the landlord's rights is also a landlord. An example of this is a tenant who has entered into an agreement with the landlord to assume the role of landlord in renting out units within specified residential premises.
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M

Maintenance	Refers to looking after the residential premises. It includes keeping the premises reasonably clean. Generally speaking, unless the residential tenancy agreement says something different, the landlord is responsible for maintenance of the common areas and the tenant is responsible for maintenance of the inside of the residential premises.
Month-To-Month Tenancy	A periodic tenancy that automatically renews each month.

N

Normal Wear And Tear	<p>The gradual worsening of the condition of property over time that happens even when the property is looked after properly.</p> <ul style="list-style-type: none">• For example, even if walls are regularly washed and cared for, eventually over a number of years, they will have to be repainted. This is normal wear and tear. If the walls are not looked after, or holes are knocked in them, this is damage and not normal wear and tear.• Another example is that carpets wear out over time and have to be replaced, even though they have been properly and regularly cleaned. This is normal wear and tear.• Cigarette burns, oil stains, or pet stains in the carpet that require expensive cleaning or replacement of the carpet before it is worn out is damage and not normal wear and tear.
Notice	A written document from the landlord to the tenant, or from the tenant to the landlord, about something in the residential tenancy agreement. A notice should always be written, show the date of the notice, and be signed by the person giving the notice.
Notice Of Entry	<p>A written notice that a landlord serves on a tenant when the landlord wants to enter the residential premises. Once a landlord has served the proper notice of entry, the tenant has to allow the landlord entry to the residential premises at the time specified in the notice of entry for the reason stated.</p> <ul style="list-style-type: none">• The tenant can, of course, consent to the landlord entering the residential premises at any time.• The RTA says that a landlord does not have to give a notice of entry if the landlord has reasonable grounds to believe that there is an emergency in the residential premises, or that the tenant has abandoned the residential premises.
Notice Of Objection To Seizure	A form that the civil enforcement bailiff gives to the tenant. The tenant can fill out the form and file it with the seizing civil enforcement agency within 15 days to object to the seizure.

Notice Of Termination	A form that a landlord or a tenant serves on the other party to end the tenancy.
Notice To Vacate	<p>A form that the landlord serves:</p> <ul style="list-style-type: none"> • On people who are not tenants and who are living in the residential premises with the tenant, and who are not authorized by the landlord to live in the residential premises (14-day notice). • On people who are not tenants and who are living in the residential premises after the tenant has abandoned the residential premises (48-hour notice).

O

Order for Possession	A document that a court or RTDRS gives to a landlord to direct a person to move out of the residential premises.
Overholding Tenant	<p>A tenant who does not move out when the tenancy has ended, and no longer has a right to be there.</p> <ul style="list-style-type: none"> • An example is the tenant who stays after the fixed term tenancy has come to an end, and there is no periodic tenancy that allows the tenant to stay in the residential premises. • Another example is a tenant who does not obey a court or RTDRS order that says the tenancy is terminated.

P

Peaceful Enjoyment	<p>The right of the tenant not to be disturbed while living in the residential premises so long as they meet their obligations under the residential tenancy agreement.</p> <p>This includes disturbance or conflict with the landlord or with other tenants in the same building. It is the landlord's responsibility to take action if something is causing problems for the tenants like:</p> <ul style="list-style-type: none"> • Excessive noise (other than activity in the normal course of everyday living). • Aggressive or obnoxious behavior. • A disturbance caused by the landlord, tenant or someone permitted on the premises by the landlord or tenant.
Periodic Tenancy	A tenancy that ends automatically at the end of each week, month or year and then begins again automatically at the beginning of the next week, month or year.
Prescribed	Detail that is stated in the Regulations. There are several instances in the <i>Residential Tenancies Act</i> that speak to something being prescribed. The Regulations are another form of law that is in addition to the law contained in the <i>Residential Tenancies Act</i> .

R

<p>Remedy</p>	<p>Means, in law, when someone is able to go to court or RTDRS and ask the court or RTDRS to address a problem they are having.</p> <ul style="list-style-type: none"> • An example is that the landlord is able to go to court and ask the court to give them an order of possession when the tenant has not paid the rent and will not move out. • Another example is when the tenant repairs something in the residential premises that the landlord ought to have fixed. The tenant can go to court and ask for an abatement of rent or payment for performing the landlord's obligations.
<p>Rent</p>	<p>Rent is normally an amount of money that the tenant agrees to pay to the landlord on a certain day for each tenancy period (weekly, monthly or yearly) that the tenant is living in the residential premises.</p> <ul style="list-style-type: none"> • Rent can be anything of value that the tenant gives to the landlord, and the landlord takes, to allow the tenant to live in the residential premises.
<p>Repair</p>	<p>Fixing something that's either broken or not working properly. It also means looking after the residential premises and the things in it so that they don't need fixing (keeping the place in good repair).</p> <ul style="list-style-type: none"> • The residential tenancy agreement should say what the landlord is responsible for looking after and repairing, and what the tenant is responsible for looking after and repairing. • If the agreement does not speak to this issue, the landlord is usually responsible for the building structure (including windows, doors, walls, roof, ceilings, and floors), the plumbing, wiring, and heating and air conditioning (if there is any) and appliances provided by the landlord. This would also include the common areas unless the parties agree otherwise, which includes the hallways, utility and storage rooms, parking areas, sidewalks and landscaping (including lawn care and snow removal). • The tenant is responsible to keep the inside of the residential premises clean and not cause any damage. Things like replacing burned out light bulbs and smoke detector batteries are the tenant's responsibility.
<p>Repudiation, Repudiate</p>	<p>To refuse to perform the right, duty, privilege or obligation owed to the other party under the contract, or residential tenancy agreement.</p>

Residential Premises	The place the tenant rents from the landlord to live in. For the purpose of this handbook, residential premises includes the yard of a single family, semi-detached or condominium dwelling, etc., and detached buildings such as a garage or a storage building, that is for the exclusive use of the tenant.
Residential Tenancy Agreement	<p>The contract, sometimes called a lease, between the tenant and the landlord to rent residential premises.</p> <ul style="list-style-type: none"> • This agreement can be in writing; it can be in spoken words; or it can even be implied from the situation. • A verbal agreement is a contract between the landlord and the tenant that is not in writing. • An implied agreement is a contract that is not agreed to verbally or in writing by the landlord and tenant. They act towards each other in a way that is the same as if they did have an actual agreement.
Residential Tenancy Dispute Resolution Service (RTDRS)	The RTDRS provides landlords and tenants with an alternative to the courts for resolving disputes. After a landlord or tenant files an application, a Tenancy Dispute Officer hears the case and is authorized to make binding decisions on claims of up to \$50,000.

S

Security Deposit	<p>Money or other items given by the tenant to the landlord at the beginning of the tenancy. The security deposit, sometimes called damage deposit, is held by the landlord and applied against any damage caused by the tenant during the tenancy or other obligations of the tenant to the landlord. The security deposit can also be applied against the amount of rent owed and not paid at the end of the tenancy.</p> <ul style="list-style-type: none"> • The security deposit cannot exceed the value of one month's rent. The landlord must hold security deposits in a separate bank account in trust for the tenant. The landlord must pay interest (as prescribed) on the security deposit either every year, or at the end of the tenancy. • The RTA says that, at the end of the tenancy, the landlord cannot use any of the security deposit to pay for damage caused by a tenant, unless a move-in inspection report and a move-out inspection report has been completed. <p>(see Security Deposit section)</p>
Seize	To take possession of personal property through a legal process.

<p>Serve</p>	<p>To deliver a document, usually a notice, to someone.</p> <p>The RTA requires notices, orders and documents to be served personally, by registered or certified mail, or</p> <p>If the landlord is unable to serve the notice on the tenant because the tenant is not at the residential premises or is evading service, the notice can be served:</p> <ul style="list-style-type: none"> • On any adult who apparently resides with the tenant, or • By posting it in a conspicuous place on some part of the residential premises, or • If a landlord or tenant cannot contact the other party in person, by registered or certified mail or by posting a notice on the premises, as a last resort the notice may be sent through electronic means. The electronic method must result in a printed copy of the notice. • Sliding a notice under the door of residential premises does not meet the RTA requirements for serving notices. • Security deposit refund cheques and statements of account can be served personally, by registered or certified mail and also by regular mail delivery. <p>The courts and RTDRS may have different requirements for service of documents they use or issue.</p>
<p>Statement Of Account</p>	<p>A written document that the landlord gives to the tenant that itemizes interest earnings and deductions related to the tenant's security deposit. The landlord must provide the statement of account showing the actual costs, or an estimate of the expected costs, within 10 days of the end of the tenancy.</p> <p>If an estimated statement of account is initially provided within the 10 days, the final statement of account and any remaining balance must be provided to the tenant within 30 days of the end of the tenancy.</p>
<p>Substantial Breach</p>	<p>A breach of a covenant specified in the RTA. It can also be a series of breaches of the residential tenancy agreement that, added together, amount to a substantial breach or one serious breach of a covenant in the residential tenancy agreement. (see Termination of a Tenancy section)</p>

T

<p>Tenancy</p>	<p>The legal right to live in residential premises that someone else owns. A feature of a tenancy is that the tenant has, in law, the exclusive use of the residential premises. If the tenant lives up to their end of the residential tenancy agreement, the landlord has no right to interfere with the peaceful enjoyment of the residential premises.</p>
<p>Tenancy Month</p>	<p>A period on which a periodic tenancy can be based. A tenancy month does not necessarily have to be a calendar month. As an example, the tenancy month may run from the 1st day of the month to the end of the month, but it may also run from the 15th day of one month to the 14th day of the next month.</p>