

# RESPONSIBILITIES OF LANDLORDS AND TENANTS



## STATUTORY REFERENCES

*Residential Tenancies Act (RTA) sections:*

- 1(1)(f) landlord definition
- 1(1)(k) rent definition
- 1(1)(l) residential premises definition
- 1(1)(m) residential tenancy agreement definition
- 1(1)(n) security deposit definition
- 1(1)(p) substantial breach definition
- 1(1)(t) tenant definition
- 16 landlord's covenants
- 17 copy of agreement for tenant
- 19 inspection reports
- 21 tenant's covenants
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*Residential Tenancies Ministerial Regulation sections:*

- 4 inspection reports

## GUIDELINES

The RTA states that a **landlord** may be:

- The legal owner of the residential premises, or some other person that has control of the residential premises.
- 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.

## LANDLORD'S OBLIGATIONS

- Make the premises available for the tenant on the agreed move-in date.
- If a written residential tenancy agreement exists, provide a copy of that agreement to the tenant within 21 days after the day the Tenant signs the Agreement.
- **Not** to disturb the tenant's possession or peaceful enjoyment of the premises. This means that the landlord is **not** to bother the tenant beyond what is necessary and reasonable.
- Make sure that the residential premises meet the minimum requirements set out under the:
  - (a.) *Alberta's Public Health Act*;
  - (b.) *Housing Regulation*; and
  - (c.) *Minimum Housing and Health Standards*, (can be found on the Alberta Health and Wellness website at [www.health.alberta.ca/documents/Standards-Housing-Minimum.pdf](http://www.health.alberta.ca/documents/Standards-Housing-Minimum.pdf))for the duration of the tenancy.
- Give the tenant a written "notice of landlord" within 7 days of the Tenant moving in, or post the notice in a very visible place in the building's common area. The landlord **must** keep the notice up to date.
- Complete move in-and move-out inspection reports and provide copies to the tenant as soon as they are completed.
- Inspect the residential premises with the tenant within one week before or after the tenant moves in and out. The landlord **must** give the tenant a signed copy of the inspection report and that report **must** comply with the required statements under the Regulations. (see Inspection Reports).
- If the locks are changed during the tenancy, provide a key to the tenant.
- Deposit all security deposits into an interest-bearing Trust Account at a bank, Treasury Branch, Credit Union or trust corporation in Alberta within two days of receiving the deposit. (see Security Deposits).

- Pay the tenant interest on their security deposit annually, at the end of each tenancy year, unless both parties agree that it may be paid at the end of the tenancy. This is sometimes addressed in the residential tenancy agreement.
- A new owner taking over a tenancy **must** give the tenant a notice of the owner's name and address within seven days, and a statement of the tenant's security deposit balance within a reasonable period of time. This **must** be provided at no cost to the tenant.

### **THE RTA STATES THAT A TENANT MAY BE:**

- A person, or persons, who have permission to live in someone else's premises because they have a residential tenancy agreement.
- A person or persons who have permission to live in a place because of a sublet or assignment of a residential tenancy agreement. Included in the definition of tenant are the heirs of the tenant.

The RTA sets out certain instances when a Tenant who is no longer living in the residential premises is still considered the tenant for such purposes as: the move-out inspection report, abandoned goods, recovery of damages and return of a Security Deposit.

### **TENANT'S OBLIGATIONS**

- Pay the rent on time.
- Be considerate of the landlord's and other tenants' rights.
- **Not** do anything that would put other tenants or the residential premises or common property in danger (example, do **not** let strangers into the building).
- **Not** perform illegal acts or do illegal business on the premises.
- **Not** commit a substantial breach of the residential tenancy agreement
- Keep the premises reasonably clean.
- **Not** do, or permit damage to be done, to the residential premises.
- If the locks are changed during the tenancy, provide a key to the landlord.
- Move out when the residential tenancy agreement ends or is terminated.
- Obtain written permission from the landlord to sublet the residential premises.

The RTA permits an oral residential tenancy agreement. Landlords and tenants are cautioned that the terms and conditions of an oral residential tenancy agreement are difficult to "prove" in a court or RTDRS if a dispute arises between the parties. Any change that will become part of an existing residential tenancy agreement should be in writing and be signed by both parties. The date that the change becomes effective should be stated.

The landlord **must** give the tenant a copy of the agreement within 21 days after the Tenant signs and returns it to the landlord. If the landlord does **not** provide this signed copy to the tenant within the 21 days, the tenant is allowed to withhold payment of rent until a copy is received. Once the signed copy is delivered to the tenant, all

the withheld rent is due and payable.

In addition to the rules in the residential tenancy agreement, the landlord may set up house rules for all the tenants. Both the landlord and tenant should have a copy of the rules. Some reasonable rules would be restricting real Christmas trees, pets, barbecues, satellite dishes, smoking or waterbeds. Landlords can change or add rules during the tenancy with the consent of the tenants. Landlords can change their “pet rules”. If a landlord brings in a new “no pet rule”, tenants who were allowed pets under the old rules can keep them, but **cannot** replace them.

Tenants **must** get the written permission of landlords to sublet or assign the residential premises to another party. The landlord may **not** refuse permission without reasonable grounds. If the landlord decides against the sublease or assignment, the landlord **must** give the tenant a written reason 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. The RTA prohibits a landlord from charging a fee for giving consent to an assignment or sublease of a residential tenancy agreement.

In a sublease, the original tenant intends to return to the residential premises and resume the residential tenancy agreement. The original tenant gives all the obligations and rights of the residential tenancy agreement to the new tenant, for a time. The original tenant is still responsible to the landlord if the new tenant does **not** fulfill the obligations of the contract.

In an assignment, the original tenant will **not** return to the residential premises. The original tenant gives all the obligations and rights for completing the residential tenancy agreement to the new tenant. The new tenant becomes responsible for the residential tenancy agreement.