



---

# RENTING 101

## A Renting Basics Guide in Alberta

---



LAWS FOR  
**LANDLORDS  
AND TENANTS**  
IN ALBERTA

You should **NOT** rely on this booklet for legal advice. It provides general information on **Alberta law only.** © 2024

Centre for  
Public  
**cplea**  
Legal Education  
Alberta

---

The contents of this publication are provided as general information only. **It is not legal advice.** If you have a legal problem, you should consult a lawyer.

The information contained in this publication was correct at the time it was produced. Be aware that there may have been subsequent changes which make the information outdated at the time you are reading it. The Legal Resource Centre of Alberta will not be responsible for any loss arising from reliance on or action taken (or not taken) as a result of this information.

We would like to thank the **Alberta Real Estate Foundation** for generously funding the Residential Tenancies Legal Information Program.



© 2024

Legal Resource Centre of Alberta Ltd., Edmonton, Alberta  
Operating as: Centre for Public Legal Education Alberta

The Legal Resource Centre of Alberta, operating as the Centre for Public Legal Education Alberta, is a non-profit organization whose mission is to help people understand the law as it affects their everyday lives. We develop plain language booklets, presentations and other learning materials to help people recognize and respond to their legal rights and responsibilities. We have a variety of programs, and provide legal information and referral on many legal topics. For more information, please go to [www.cplea.ca](http://www.cplea.ca).



LAWS FOR  
**LANDLORDS  
AND TENANTS**  
IN ALBERTA

The Centre for Public Legal Education Alberta would like to thank the following organizations for their contributions to this guide:

#### **Centre for Newcomers Multicultural Health Brokers**

We would also like to thank the Alberta Law Foundation and the Department of Justice Canada for providing operational funding, which makes all of our projects possible.



Department of Justice  
Canada

Alberta **LAW**  
FOUNDATION

Images sourced from Pexels and Pixabay.

---

# Renting 101: A Renting Basics Guide in Alberta

## Contents

<b>Part 1: Introduction .....</b>	<b>5</b>
<b>Part 2: Finding a home to rent .....</b>	<b>6</b>
Types of homes, What to think about when renting, Where to find a place to rent, Viewing a home for rent, and Rental applications	
<b>Part 3: Moving in .....</b>	<b>14</b>
Leases, Security deposits, Inspection reports, and Paying rent	
<b>Part 4: Rules for landlords and tenants .....</b>	<b>16</b>
Rules for landlords and Rules for tenants	
<b>Part 5: Living there .....</b>	<b>18</b>
Notice of landlord, Entry by the landlord, Rent increases, Repairs, Bed bugs, Family or friends moving in, Guests in your home, Condo bylaws, and Pets	
<b>Part 6: Ending a lease—Rules for tenants .....</b>	<b>23</b>
How to end a fixed-term lease, How to end a month-to-month (periodic) lease, and How to end a lease because of problems with the landlord or home	
<b>Part 7: Ending a lease—Rules for landlords .....</b>	<b>25</b>
Rules for a fixed-term lease and Rules for a month-to-month (periodic) lease	
<b>Part 8: Being evicted .....</b>	<b>26</b>
14-day eviction notices and 24 hour eviction notices	
<b>Part 9: Moving out of a home .....</b>	<b>28</b>
Inspection reports and security deposits and Abandoned goods	

---

<b>Part 10: Shared housing—Living with your landlord or roommates.....</b>	<b>30</b>
Living with your landlord and Living with one or more roommates	
<b>Part 11: Where to go for help.....</b>	<b>31</b>
<b>Contacts.....</b>	<b>33</b>
<b>More words to know.....</b>	<b>35</b>

---

# Part 1: Introduction

## The law

In Canada, each province has a different law on renting a home. The law in Alberta is different from the laws in the other provinces. In Alberta, the law is called the *Residential Tenancies Act (RTA)*. It applies to most residential landlords and tenants.

The *RTA* does not apply to some settings. **For example:**

- shared accommodation where the tenant and landlord are sharing living space such as a kitchen or bathroom
- nursing homes, seniors' lodges, social care facilities
- hotels and motels

## Words to know

Here are some important words to know when you are renting a home.  
*For a list of more words to know, go to page 35.*

### **home**

A place where someone can live. For example, a house, an apartment or basement suite.

### **landlord**

A person who rents a home to a tenant.

### **property manager**

A person that the landlord hires to collect rent and do other tasks that the landlord is responsible for.

### **tenant**

A person who lives in a home rented from a landlord (also known as a renter).

### **rental application**

A form that your landlord may ask you to fill in when you rent a home.

### **rental agreement or lease (residential tenancy agreement)**

A written agreement between you and the landlord.

### **security deposit (also known as damage deposit)**

A one-time payment that your landlord will ask you to pay when you rent a home.

### **inspection report**

A report that shows the physical condition of a home.

### **evict**

To remove someone from a home.

### **Residential Tenancies Act (RTA)**

The Alberta law that applies to most home renters.

### **Residential Tenancies Dispute Resolution Service (RTDRS)**

An Alberta government service that deals with conflicts between landlords and tenants.

---

## Part 2: Finding a home to rent

### Types of homes

In Alberta, you can rent many different types of homes. For example, you can rent:



A **house**.



A **basement suite** in a home that has a kitchen, bathroom, and living area.



An **apartment** in a **low-rise apartment** building.



An **apartment** in a **high-rise apartment** building.



A **condominium unit (condo)**. A condo owner may rent it out to a tenant. A tenant renting a condominium must obey the *RTA*, the *Condominium Property Act*, and the condominium bylaws.



A **townhouse**. This home is like a house that is attached to other houses. A townhouse is sometimes called a duplex, triplex, or fourplex.

---

## What to think about when renting

When you look for a home, you should think about many things. For example:

### What do you want to live near? Who do you want to live near?

- family and friends
- schools
- public transport like bus or train
- hospital
- work
- grocery store
- shopping centre
- religious centre like a temple, mosque, or church
- day care



### How much rent can you pay?

- Some types of homes are less expensive than others.
- Some communities are less expensive than others.
- A landlord will usually require you to pay a security deposit right away.
- You will need money to pay the security deposit and first month's rent.

### I do not have money to rent a home. What can I do?

If your income is low, subsidized housing may be available to you. Subsidized housing is a government program that reduces your rent. Talk to **Service Alberta Housing Services**. They can let you know what subsidized housing options are available and what you need to apply for a subsidy. If you do not have income, contact your local **Alberta Works and Alberta Supports Centres**. They can give you more information on how to apply for employment and income support. *See page 34 for contact information.*

---

## Are the utilities included?

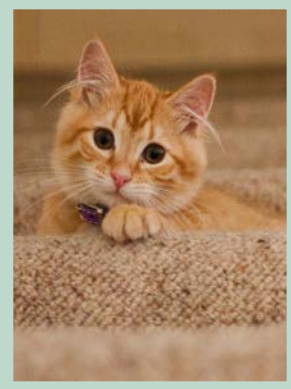
- Utilities are services that a home may need. **For example:**
  - electricity or power
  - heat
  - water
  - gas
  - internet
  - phone
  - cable TV
- Sometimes a landlord will include all of the utilities in the rent.
- Sometimes you will have to pay all of the utilities.
- Sometimes the landlord will pay for some utilities and you will pay for some utilities.
- Sometimes you will have to pay a one-time fee to set up each utility (hook-up fee).

## Is a parking stall included?

- Parking can be underground or above ground. Ask if it is covered or heated.
- A parking stall may be:
  - included in the rent
  - an extra monthly fee
  - not available







### Are pets allowed?

- Some landlords will allow you to have pets. Some landlords do not allow pets.
- If you have a pet, the landlord might charge a non-refundable pet fee. This means you won't get the fee back. Some landlords may charge you pet rent.
- Before renting, check your lease—for example, are there limits for having a pet? Is there a pet fee or pet rent?

### Is furniture included?

- Most homes do not include furniture. The rental ad will usually say that the home is unfurnished.
- Some homes are fully furnished, which means that all of the furniture is already in the home.

### Does the home have any security features?

- Some common types of security are:
  - keys or fobs for tenants
  - deadbolts on doors
  - an entrance buzzer for guests
  - alarms
  - bars on the windows
  - concierge or security desk

---

## Where to find a place to rent

There are many ways to find somewhere to live. **For example:**

- Look for rental ads in the classified section of a newspaper.
- Look for rental ads on the Internet.
- Are you going to college or university? The school may have lists of homes to rent.
- Do you know the area where you want to live? You can walk around the neighbourhood to look for homes with for rent signs.
- Ask friends and family for ideas.
- Check with community organizations.

## Viewing a home for rent

It takes time and effort to find a home to rent. Take the time to see the home before you rent it. Compare it to other homes.

If you want to look at a home for rent, call or e-mail the landlord to set up a time to see the home. If you do not like the home, then you do not have to rent it.

**Here are some tips for looking at a home for rent:**

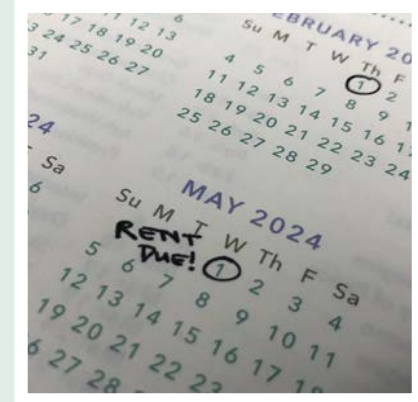
- It is best to call the landlord during the daytime.
- If you cannot reach the landlord, leave your telephone number.
- Write down the date and time of when you will see the home.
- Before you look at a home, make a list of questions to ask the landlord. Asking questions can help you decide if you want to live there.
- It is always a good idea to look at the inside and outside of the home.



## Here are some questions that you can ask your landlord when viewing a home:

### Rent

- How much is the rent
- When is the rent due?
- How long do I have to rent the place for?
- What does rent cover?
- What utilities and other services are covered?
- Is parking covered by the rent?



### The lease

- Is the lease periodic (month to month) or is it fixed?
- If the lease is fixed, how long is it?
  - Landlords often have a 6-month fixed lease or 1-year fixed lease, but always ask.
- Are there fees for ending a lease early?

### Rules for living there

- Are pets allowed?
- Are children allowed?
- Are guests allowed?
- Can I paint and put up pictures or shelves?
- Is smoking allowed?
- When can I use the laundry room?
- Are there rules for noise?
- Are there rules for disturbing neighbours or other renters?



---

**When you look at the inside and outside of the home, here are some questions to consider:**

- Do I want to live in the neighbourhood?
- Do I feel safe?
- Is the inside and outside of the building clean?
- Is the inside and outside of the building in good repair?
- Is the building quiet?
- Do the fridge, stove and other appliances work?
- Does the toilet flush? Does the toilet leak?
- Do the water taps work?
- Does water drain well from the sinks and bathtub?



## **Rental applications**

A rental application is a form that your landlord may ask you to fill in. You should carefully read the application and make sure that you understand it. If you do not understand it, ask someone to help you.

The landlord can ask you for information when you apply.

**For example:**

- names of the renters
- number of people who will be living in the home
- proof that you can pay the rent
  - For example, pay stubs or an income tax statement.
- references from previous landlords

---

Sometimes you must pay an application fee. Look for the fee on the form. Some application fees are “non-refundable”—that means the landlord can keep the money even if you decide not to rent the home.

Sometimes a landlord does not have to rent to you.

**For example:**

- You did not give the landlord proof that you can pay rent.
- You have bad references.



**Did you know?**

You do not need to give the landlord your Social Insurance Number (SIN).

The *Alberta Human Rights Act* is a law that protects people from discrimination. It helps protect renters. Under the *Act*, a landlord cannot refuse to rent to someone because of race, religion, marital status, source of income, family status, age, and other grounds.

**For example:**

- A landlord cannot refuse to rent to you if you do not have references because you are new to Canada or new to renting.
- A landlord cannot ask you questions like “Are you married?” or “What is your religion?”

You can call the Alberta Human Rights Commission’s private phone line 780-427-7661 or Toll-Free 310-0000 then 780-427-7661 for more information.

---

## Part 3: Moving in

### Leases

A lease is the written agreement or contract between you and the landlord.

You should understand the lease before you sign it. Ask for help at a settlement agency if you do not understand things in the lease.

The lease lists the promises of you and the landlord.

**For example:**

- You agree to pay rent on the first day of each month.
- The landlord agrees to let you live in the home peacefully.

You and the landlord must keep the promises in the lease and follow the *RTA*.

**For example:**

- The landlord can evict you if you do not pay the rent on time.
- You can file a complaint if the landlord enters the home without your permission or proper 24-hour written notice.

The landlord cannot change rules that protect a tenant under the law. For example, a lease cannot say that the landlord can raise the rent whenever he or she wants to.

There are two types of leases—**periodic** and **fixed term**. Different laws apply to each type of lease.

- A **periodic** lease is often month-to-month. It may also be a week-to-week or year-to-year. A periodic lease continues until you or the landlord ends it.
- A **fixed term** lease starts on a set date and ends on a set date. These dates are in the lease.

### Security deposits

In Alberta, most landlords will ask you to pay a security deposit or damage deposit before you move in. The security deposit is a one-time payment and cannot be more than one month's rent.

**For example, if your rent is \$1,000 per month, your security deposit cannot be more than \$1,000.**

After the landlord takes the security deposit, they must put it into a special bank account (trust account).



---

## Inspection reports

An inspection report shows the physical condition of a home when you move in and move out.

The landlord must do an inspection within one week before or after you move in. You should do the inspection with the landlord. It is a good idea to take photos at the inspections. You can use the photos if there are any problems later on.

After the inspection, the landlord must give you a written inspection report right away. You should keep a copy of the report.

## Paying rent

**There are different ways to pay rent. You can pay rent by:**

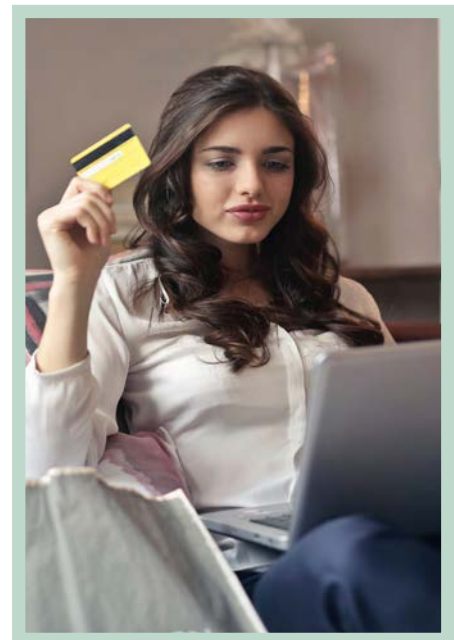
- cheque
- money order
- cash
- credit card
- online transfer through online banking
- direct withdrawal from your bank account

**You should always have proof that you paid the rent. You can:**

- get a receipt from the landlord
- get a copy of the rent cheque
- print a copy of the online transfer
- have a witness who sees you pay the rent

**You must pay rent on time and in full. If you miss a rental payment, your landlord:**

- can evict you
- can deduct money from your security deposit



---

## Part 4: Rules for landlords and tenants

### Rules for landlords

When a landlord rents a home to you, the landlord must follow the law. Here are the rules that your landlord must follow:

1. The landlord must make the home available for you on the move-in date on the lease.
2. The landlord must not disturb your safety, security and quiet enjoyment of the home. For example, the landlord cannot enter your home without your permission or without giving you 24-hour notice.
3. The landlord must make sure that the home meets Alberta's Minimum Housing and Health Standards. For example, the landlord must keep the property free from pests like bed bugs.
4. The landlord must give you a Notice of Landlord within 7 days of you moving in. The notice must include the landlord's name, mailing address and physical location.
5. If you and the landlord signed a lease, then the landlord must give you a signed copy within 21 days.
6. The landlord must follow the law to end a month-to-month lease. For example, the landlord must give you 3 months' notice if they want to move into the home and end your lease.
7. The landlord must follow the law if they want to increase rent. For example, they cannot increase your rent until 365 days have passed since you first moved in or your last rent increase.

#### **What if my landlord does not follow the law?**

You may be able to ask the court or RTDRS for one of the following:

- end your lease
- rent reduction
- money from the landlord (financial damages)
- compensation for things that the landlord should have done

If your landlord breaks certain rules, they may also have to pay a fine.



---

## Rules for tenants

When you rent a home from a landlord, you must also follow the law. Here are rules that you must follow:

1. Pay the full amount of rent on time.
2. Do not interfere with the rights of the landlord or with the rights of other tenants. For example:
  - You cannot stop a landlord from entering your home if the landlord gives proper notice.
  - You cannot have a loud party and keep other tenants awake.
3. You and your guests cannot do anything illegal in the rental home or common areas.
4. Do not endanger other tenants or the landlord. For example, you cannot attack or threaten to attack any other tenants or the landlord. If you do, then the landlord can give you a 24-hour eviction notice.
5. Do not cause or permit significant damage to the home. The landlord can give you a 24-hour eviction notice if you do.
6. Keep the home reasonably clean.
7. Leave the home when the lease is over. If you do not leave, the landlord can remove you from the home with an order from the court or the RTDRS.

### What if I do not follow the law?

Your landlord can:

- **Evict you.** *You can read more about evictions on page 26*
- Apply to court or the RTDRS to end your lease
- Apply to court or the RTDRS for possession of the property (landlord can remove you from the property if you do not leave)
- Request money from you (financial damages)

---

## Part 5: Living There

### Notice of landlord

When you move in, the landlord has 7 days after you move in to give you a Notice of Landlord. The notice must say:

- the landlord's contact information
- the landlord's name, postal address and physical location



**Tip:** Someone may act for the landlord (such as a property manager).

Sometimes the landlord will deliver the notice to you. But they can post it on the door or in the common area of the building.

If there is a new landlord later on, the new landlord must give you a new Notice of Landlord.

### Entry by the landlord

There are two ways for a landlord to enter your place – without or with notice. But a landlord must follow certain rules.

#### Entry without notice

The landlord can enter a home without notice for these reasons:

- **There is an emergency.**  
For example, the landlord sees smoke coming from your door. The landlord thinks the home is on fire.
- **You agree to the entry.**  
For example, you call or e-mail the landlord with a problem in your home. You ask the landlord to enter your home to check the problem.
- **You have abandoned the home.**  
For example, the landlord has not heard from you for several months. You haven't paid the rent.



## Entry with notice

The landlord can enter your home for these reasons with 24-hour written notice:

- inspect the home
- make repairs
- control pests
- show the home to interested buyers
- show the home to other tenants at the end of your lease



The landlord must follow some rules to enter the home:

- The landlord must give you a Notice of Entry. The notice must say the reason for entry, and the date and time for entry.
- The landlord can enter the home from 8:00 a.m. to 8:00 p.m. only
- The notice must be for a certain date and not a range of dates. For example, it cannot say that the landlord will enter from Monday to Saturday.

There are days when the landlord cannot enter the home. For example, the landlord cannot enter on a holiday or your day of worship. Tell your landlord in writing if your worship day is not Sunday.

The landlord can give notice to you in person, by registered mail or by certified mail. If these ways won't work, the landlord can give notice to another adult in the home or post the notice in plain sight at your home. If none of those ways work, the landlord can send the notice by fax or e-mail. **Make sure you have a printed copy of the notice.**

If the landlord gives proper notice, they can enter your home. You do not have to be there when the landlord enters but it is a good idea to be there.



**Tip:** If you think that the landlord didn't follow the rules for giving notice, you can make a complaint with Service Alberta.

---

## Rent increases

In Alberta, the landlord can increase your rent by any amount. But the law limits how often the landlord can increase your rent.

### With a month-to-month (periodic) lease:

- A landlord can only increase rent once a year. You must get at least 3 months' notice.

### With a fixed-term lease:

- The landlord can only increase rent if one year (365 days) has passed since you moved in. Or one year has passed since the last rent increase.
  - A landlord can only raise rent once per year and only after the term is over.
  - With a fixed-term lease, the landlord does not have to give you written notice. But it is good to talk to the landlord about the increase.



## Repairs

The *RTA* does not say what repairs a landlord must do. But the landlord must meet Alberta's *Minimum Housing and Health Standards*. This means that the home must be sanitary and safe to live in. For example, the landlord must do these things:

- Make sure the fridge and stove work properly.
- Keep the home pest free (no bed bugs or mice).
- Provide hot running water.
- Keep the home heated to a minimum of 22°C in the winter.
- Make sure the home is waterproof, windproof and weatherproof.
- Keep windows and doors in good repair. Make sure they can be locked.



**Tip:** Even if your landlord has not completed repairs, you must continue to pay all the rent. If you stop paying rent, your landlord can evict you.

---

### **What if the landlord is not meeting health or safety standards?**

Tell the landlord, in writing, of the problem. Ask the landlord to fix the problem. If the landlord does not fix the problem, call Health Link at 811. Ask to speak with a health inspector.

### **What can a health inspector do?**

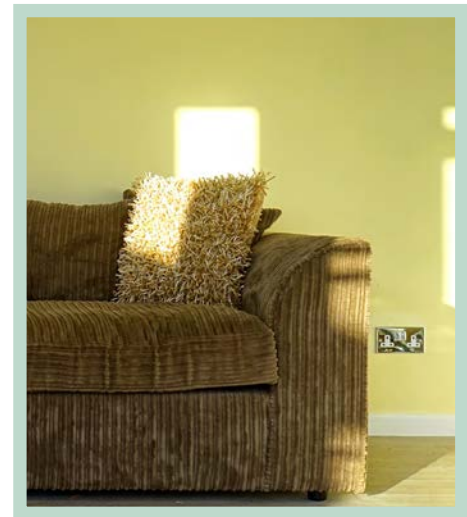
A health inspector can look at the home and order the landlord to fix the problem.

Sometimes a landlord does not make the repairs. You must still pay the rent! Under the law, you must pay all of your rent on time and in full. If you don't, the landlord can evict you. If you have problems with your landlord over health and safety repairs, you can get help. *See page 31.*

### **Bed bugs**

Bed bugs are a common problem. They are insects that drink blood and live where you sleep or sit such as beds, sofas and chairs. If you have bed bugs, you should tell your landlord right away. Your landlord can get someone to treat the home. You will have to clean and prepare the home for treatment.

You can contact **Health Link** at 811 to speak with an inspector if your landlord is not fixing a bed bug problem. An inspector can look at the home and make an order for the landlord to fix the problem.



### **Family or friends moving in**

Many landlords limit the number of people who can live in a home. Sometimes they will have rules about what to do if you want more people to move in with you. You should always check your lease. Get your landlord's approval before you allow family or friends to move in with you.

If someone moves into the home without the landlord's approval, the landlord can ask the person to leave the home.

---

## Guests in your home

You should read your lease. What does it say about guests? Can guests stay at your place? How long can they stay? Is there a fee?

The landlord must approve guests who live in your home. If a guest lives in your home without the landlord's approval, the landlord can give the guest a written notice to leave.

If you break the rules about guests, the landlord can end your lease and evict you.

You can also be responsible if your guests damage the home.

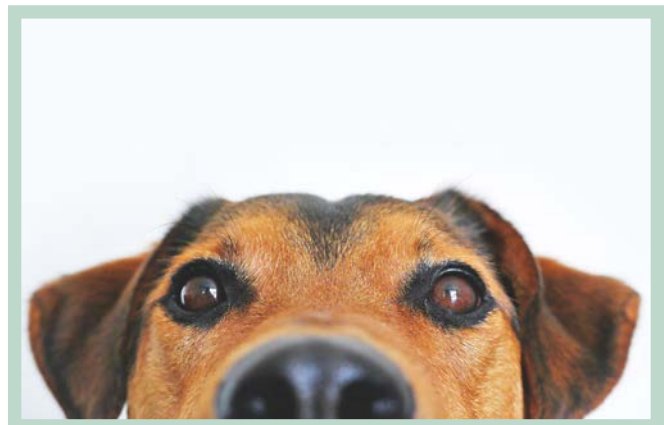
## Condo bylaws

If you rent a condo, you need to know the condo's bylaws. Bylaws are rules that apply to everyone living in the building. For example, the bylaws may not allow pets. If you do not follow a bylaw, then the condo corporation may fine you or evict you.

## Pets

Does your landlord allow pets? Check your lease. Does your condo allow pets? Check the condo's bylaws. Sometimes there will be limits on the type, size and number of pets. A landlord may charge pet rent and a non-refundable pet fee.

Does your lease say no pets? If you get a pet, the landlord can evict you. Do your condo bylaws say no pets? If you get a pet, the condo corporation may fine or evict you.



---

## Part 6: Ending a lease—Rules for tenants

If you end a lease, you must follow rules.

### How to end a fixed-term lease

You can talk to the landlord and ask to end the lease early. But the landlord does not have to agree. If the landlord agrees, get the agreement in writing. Have the landlord sign it.

### What can you do if the landlord does not agree to end the lease early?

Talk to your landlord. Maybe you can find someone to **sublet** or **assign** the lease. The landlord cannot say no unless they have a good reason.

**Sublet** means to rent the home to another person. You are still responsible for paying the rent to the landlord.

**Assign** means you find another person to take over your lease. That person is responsible for paying rent to the landlord.

### How to end a month-to-month (periodic) lease

To end a periodic (month-to-month) lease, you must give the landlord one tenancy month's notice.

- For example, to end the lease on March 31, you must give notice to the landlord on or before March 1. If you give notice on March 4, the notice is late. It is not a full tenancy month. So the lease will not end until April 30.

You must give written notice. The notice must have:

- the address of the rental unit
- the date the lease will end

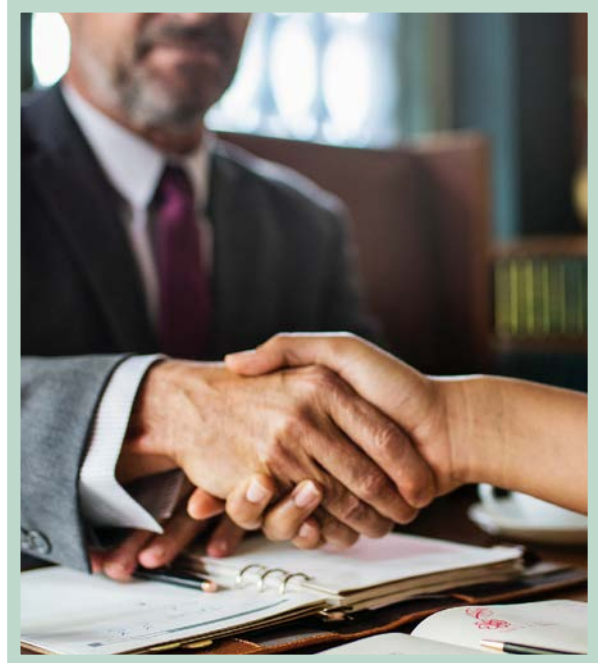
You must give the notice to the landlord in person, by registered mail or certified mail.



---

## How to end a lease because of problems with the landlord or home

- You should talk to the landlord first. Try to solve the problem together.
- Get agreements to solve problems in writing. Both you and the landlord should sign them.
- If the landlord is not following the rules in the lease or the *RTA*, then you can apply for remedies (solutions) in RTDRS or Alberta Court of Justice. The remedies (solutions) might:
  - give you money for your losses
  - reduce past or future rent
  - compensate you for money you spent
  - end the lease
- You can give 14 days' notice to end your lease if a landlord commits a **substantial breach**. A substantial breach is when the landlord does not meet Alberta's *Minimum Housing and Health Standards* and a health inspector issues an order, but the landlord does not follow the order.





---

## Part 7: Ending a lease—Rules for landlords

Can your landlord end the lease even if you haven't done anything wrong?  
**Yes. But they must follow rules.**

### Rules for a fixed-term lease

The landlord cannot end the fixed-term lease early. The landlord can ask you to end the lease early. But you do not have to agree.

### Rules for a month-to-month (periodic) lease

A landlord can end a periodic lease for certain reasons:

- The landlord or landlord's relative plans to live in the home.
- The landlord sells the home, and the buyer asks in writing to end the lease.
- The landlord plans to tear down the building.
- The landlord plans to turn the building into condos.
- The landlord plans to make major renovations.
- The landlord plans to use the home for non-residential purposes.  
For example, an office or shop.

For a month-to-month lease, a landlord must give 3 tenancy months' notice to end the lease. The notice must be in writing.



**Tip:** The landlord must give you 365 days' notice if the landlord plans to make major renovations or turn the building into condos.

If the landlord gives you notice for one of these reasons, you must move out. The landlord can take you to court if you do not move by the date in the notice.

---

## Part 8: Being evicted

Your landlord can end your lease and evict you if you do not follow the rules under your lease or the law. There are two types of eviction notices—14-day and 24-hour.

### 14-day eviction notices

Your landlord can give you a 14-day eviction notice if you do not follow the rules in your lease or the law. For example, the landlord can give you a 14-day notice if you do not pay your rent.



**Tip:** Your landlord can also apply to end your lease in court or to the RTDRS.

The landlord must follow the rules in the law when giving you a 14-day eviction notice. The landlord cannot count the day you get the notice or the day you move out.

#### The notice must:

- be in writing
- have the landlord's signature
- give the address of the home
- give the reason for ending the lease
- give the amount of rent that is due on the day of the notice
- give the reason for the notice
- give the date the lease will end

---

### **What can you do if you get a 14-day eviction notice?**

You can give the landlord a notice of objection for most types of 14-day eviction notices. A notice of objection sets out your reasons for opposing the eviction. The notice must be in writing. You must send the notice to the landlord before the termination date set out in the landlord's eviction notice (before the 14 days are over). If you do not object before then, you must move out.

**You cannot give a notice of objection for non-payment of rent.** If you want to stay, you must pay the rent.

### **24 hour eviction notice**

The landlord can give you a 24-hour eviction notice for these reasons:

- You caused significant damage to the home.
- You attacked or threatened to attack other tenants or the landlord.

---

## Part 9: Moving out of a home

### Inspection reports and security deposits

A landlord must do an inspection report within one week before and after you move out. If a landlord does not do an inspection report, they cannot keep your security deposit (unless there is unpaid rent).

#### **The landlord did a move-in and move-out inspection report. When can the landlord keep some or all of the security deposit?**

- You damaged the home and the home needs repairs. The landlord cannot use the deposit to pay for normal wear and tear.
  - For example, a small scratch on a kitchen counter top is normal wear a tear. But, if you put a hole in the wall, it would be damage.
- You have not paid fees or rent.
- You did not clean the home before moving out and the home needs cleaning.

**A landlord has 10 days from the date you move out to deliver a statement of account. It shows:**

- the amount of the security deposit
- the amount of deductions
- the reason for deductions
- the amount you will get back

**Sometimes the landlord does not know the cost of repairs or cleaning will be. Then they must give you:**

- an estimate of costs within 10 days of you moving out
- a final statement of account within 30 days of you moving out

You may not agree with the statement of account. Then you can try writing to the landlord. If you cannot agree with your landlord, then get help. *See page 31 for more information.*



---

## Abandoned Goods

Sometimes a tenant moves out and abandons (leaves) belongings in the home. The landlord must follow the rules in the *RTA* in dealing with abandoned belongings.

If you left your belongings behind and want them back, write to your landlord and ask if you can get them back.

You can get help if your landlord does not follow the rules for abandoned goods. *For help, see page 31.*



**Tip:** If you are going to be away from the home for a long time, then you should let the landlord know so that they don't think that the home is abandoned.

---

## Part 10: Shared housing—Living with your landlord or roommates

Shared housing means you share living space with the landlord or a roommate. For example, you might share a kitchen, living room or bathroom.

### Living with your landlord

The *RTA* does not apply if you live with your landlord.

- **For example, the landlord does not have to give a 14-day notice to evict you if you do not pay rent. Hopefully, the landlord gives you reasonable notice to leave the home.**

You should have a written agreement if you live with your landlord. It should outline the rules that each of you must follow. You and your landlord should sign the agreement.

CPLEA has a Sample Living with Your Landlord Agreement. You can use this agreement for shared housing. It is free on our website to download.

### Living with one or more roommates

The *RTA* does not apply to roommates living together.

- **For example, if your roommates cause trouble, you cannot evict them.**

If you live with roommates, make a roommate agreement. It outlines the rules that each of you must follow. You and your roommates should sign the roommate agreement.

You can find a sample roommate agreement on our website.

---

## Part 11: Where to go for help

If you and your landlord have a problem, try to solve it together. Write down all problems and show them to your landlord. If you agree on how to fix a problem, you and your landlord should sign an agreement.

Try dispute resolution if you and your landlord cannot solve a problem. You should get legal advice if you don't know what to do. *See page 33 and 34 for a list of contacts.*

**There are some ways to resolve a problem:**



### **Residential Tenancy Dispute Resolution Service (RTDRS)**

- The RTDRS is a dispute process. It is offered by Service Alberta, part of the Alberta government.
- The RTDRS handles most landlord and tenant problems.
- This service is faster, more informal, and less expensive than the courts.
- You must fill out forms, file them and deliver them to your landlord in person or by registered mail. Your landlord can respond and a hearing date is set. A tenancy dispute officer will handle the problem. The officer can make a binding decision on claims up to \$100,000.
- The RTDRS does not hear problems about shared housing.

### **Alberta Court of Justice**

- You can apply to the Alberta Court of Justice. It can make decisions on claims up to \$100,000.
- To apply, you must fill out forms, file them and deliver them to your landlord in person or by registered mail. Your landlord can respond and a trial date is set.
- Sometimes the Court will plan a mediation session or a pre-trial conference. You and your landlord can try to solve your problem before the trial.

---

## Court of King's Bench

- This is the superior court in Alberta. It is usually used to appeal decisions by the RTDRS or the Alberta Court of Justice.
- It can be a very expensive dispute process.
- You should always seek legal advice if you apply to the Court of King's Bench.

## Mediation

- In mediation, you and your landlord talk about your problems. A mediator tries to help you solve the problems.

### **Do you have a problem with shared housing?**

You cannot go to RTDRS if you live in shared housing. First, try to work out the problems with your landlord or roommates. If you cannot solve the problem, then you can try mediation, Alberta Court of Justice or the Court of King's Bench. You should always get legal advice if you don't know what to do. *For a list of contacts, see page 33 and 34.*



---

## Contacts

### Service Alberta

Service Alberta is the government department that oversees and enforces the *RTA*. They operate an information line and handle all complaints that arise from the *RTA*.

[www.alberta.ca/residential-tenancies](http://www.alberta.ca/residential-tenancies)

In Edmonton: 780-427-4088  
Outside of Edmonton: 1-877-427-4088  
E-mail: [service.alberta@gov.ab.ca](mailto:service.alberta@gov.ab.ca)

### Residential Tenancy Dispute Resolution Service (RTDRS)

An alternative to court for landlords and tenants to resolve disputes.

[www.alberta.ca/residential-tenancy-dispute-resolution-service](http://www.alberta.ca/residential-tenancy-dispute-resolution-service)

In Edmonton: 780-644-3000  
Outside of Edmonton: 310-0000  
then 780-644-3000

### Alberta Human Rights Commission

Confidential inquiry line available to answer questions and file complaints about discrimination and renting.

[albertahumanrights.ab.ca/](http://albertahumanrights.ab.ca/)

Alberta Wide (toll free):  
310-0000 then 780-427-7661

### Alberta Health Services

To inquire about *Minimum Housing and Health Standards* including how to schedule a visit from a health inspector.

[www.albertahealthservices.ca/eph/eph.aspx](http://www.albertahealthservices.ca/eph/eph.aspx)

Phone: 811

### Utilities Consumer Advocate

To help you make informed decisions about purchasing utility services in Alberta.

[ucahelps.alberta.ca](http://ucahelps.alberta.ca)

Phone: 310-4UCA (4822)

### Lawyer Directory

Find a lawyer who can help you with your legal issue based on certain search criteria.

[www.lawsociety.ab.ca/public/findalawyer/](http://www.lawsociety.ab.ca/public/findalawyer/)

---

## Community Legal Clinics

Clinics can provide low income tenants with legal information and advice.

### Calgary Legal Guidance

[clg.ab.ca](http://clg.ab.ca)

Phone: 403-234-9266

### Student Legal Assistance (Calgary)

[slacalgary.com](http://slacalgary.com)

Phone: 403-220-6637

### Edmonton Community Legal Centre

[www.eclc.ca](http://www.eclc.ca)

Phone: 780-702-1725

### Student Legal Services (Edmonton)

[www.slsedmonton.com](http://www.slsedmonton.com)

Phone: 780-492-8244

### Central Alberta Community Legal Clinic (Red Deer & surrounding areas)

[www.communitylegalclinic.net](http://www.communitylegalclinic.net)

Phone: 1-877-314-9129

### Lethbridge Legal Guidance

[www.lethbridgelegalguidance.ca](http://www.lethbridgelegalguidance.ca)

Phone: 403-380-6338

### Grande Prairie Legal Guidance

[www.eclc.ca/grande-prairie-clinic](http://www.eclc.ca/grande-prairie-clinic)

Phone: 780-882-0036

### Children's Legal & Educational Resource Centre

[youthlaw.ca](http://youthlaw.ca)

Phone: 403-207-9029

## Landlord Organizations

Forms for purchase and educational resources available.

### Alberta Residential Landlord Association

[www.albertalandlord.org](http://www.albertalandlord.org)

Phone: 780-413-9773

### Calgary Residential Rental Association

[www.crra.ca](http://www.crra.ca)

Phone: 403-265-6055

## Income and employment support

### Service Alberta Housing Services

To find potential affordable housing options that may be a good fit for you. *All answers are anonymous.*

[findhousing.alberta.ca/](http://findhousing.alberta.ca/)

### Alberta Supports

Helping you find and apply for family and social supports.

Alberta Wide (toll-free): 1-877-644-9992

<https://www.alberta.ca/alberta-supports>

## Settlement agencies

There are many settlement agencies in Alberta that help newcomers and immigrants adjust to life in Canada. The **Alberta Association of Immigrant Serving Agencies (AAISA)** has a list of settlement agencies in Alberta.

[aaisa.ca/membership-directory/](http://aaisa.ca/membership-directory/)

Phone: 403-273-2962

---

## More words to know

Here are some more important words to know if you are renting a home.

### **abandoned goods**

Belongings that a tenant leaves behind when they move out. Landlords must follow the rules in the *Residential Tenancies Act* in dealing with them.

### ***Alberta's Minimum Housing and Health Standards***

Rules that landlords must follow to keep a home sanitary and safe to live in.

### **application fee**

A fee that you may have to pay when you fill out an application form.

### **assign (also known as assignment)**

When you find another person to take over your lease. The person is responsible for paying rent to the landlord.

### **bylaws**

Rules that apply to everyone living in a condo building.

### **Court of King's Bench**

Superior court in Alberta usually used to appeal decisions by the RTDRS or the Alberta Court of Justice.

### **discrimination**

The *Alberta Human Rights Act* says that a landlord cannot refuse to rent to someone because of race, religion, marital status and other grounds.

### **fixed term lease**

A lease that starts on a set date and ends on a set date.

### **Mediation**

A dispute process where you and your landlord talk about your problems.

### **notice of entry**

A 24-hour written notice that the landlord must give you if they enter your home for certain reasons. For example, to inspect the home or control pests.

### **notice of landlord**

A written notice that the landlord must give you when you move in. It says the landlord's contact information, name, postal address and physical location.

### **notice of objection**

A written notice that you can give to your landlord to oppose an eviction. You cannot give a notice of objection for non-payment of rent.

### **periodic lease**

A lease that continues until you or the landlord ends it. A periodic lease is often a month-to-month. But it can be week-to-week or year-to-year.

### **Alberta Court of Justice**

A dispute process for landlord and tenants to solve problems under the Residential Tenancies Act. It can make decisions on claims up to \$100,000.

### **shared housing**

When you share living space with the landlord or a roommate. For example, a kitchen, living room or bathroom.

### **statement of account**

A written document that the landlord must give you 10 days from the date you move out. It shows things like security deposit deductions.

### **sublet**

When you rent a home to another person. You are still responsible for paying rent to the landlord.



Renting 101 and Renting Basics has been combined into one publication.  
This publication was previously published as Renting 101 (4th edition).



LAWS FOR  
**LANDLORDS  
AND TENANTS**  
IN ALBERTA

You should **NOT** rely on this booklet for legal advice. It provides general information on **Alberta law only**. © 2024

Centre for  
Public  
**cplea**  
Legal Education  
Alberta