

Safety & Security for Landlords

Issues of safety and security are a major concern for both landlords and tenants. If you are a landlord, you need to be aware of options that you have for dealing with safety, including locks and security devices, repairs and crime.

LOCKS AND SECURITY DEVICES

LANDLORD CHANGING THE LOCKS

Usually, you should not change the locks on any doors that the tenant uses unless:

- you give the tenant written notice; and
- you receive the tenant's agreement in writing.

If the tenant consents then you must give the tenant a key as soon as the locks are changed.

If you cannot give notice or get the tenant's agreement, then you must provide the tenant with new keys as soon as the locks are changed.

You should only change the locks without notifying the tenant in an emergency situation (for example, if the lock is not working properly and the building is therefore unsecured). You cannot change the locks because you are having a disagreement with your tenant.

OFFENCE:

You *cannot* change the locks if you have a dispute with your tenant.

If you have been having a disagreement with the tenant, you do not have the right to change the locks. The only times when you are allowed to change the locks are:

- if you have the tenant's permission; or
- if you give the tenant a key as soon as the locks are changed; or
- if you have a court order or writ that indicates that you can change the locks; or
- if you reasonably believe that the tenant has abandoned the premises.

If the tenant has not been paying rent, there are other methods that you can use to deal with that issue, including the process of distraint, or serving a notice of termination of the tenancy for non-payment of rent.

TENANT CHANGES THE LOCKS

The tenant cannot change the locks without your agreement. If you agree and allow the tenant to change a lock, then the tenant must give you a key as soon as the new lock is installed.

OFFENCE:

If the tenant does not provide you with the new key(s), then the tenant is committing an offence under the *Residential Tenancies Act*.



CRIME PREVENTION

TENANT INSTALLS SECURITY DEVICES

The tenant does not need your agreement to install security devices that can be activated inside the unit. Common examples are pieces of cut wood used to ensure that balcony doors cannot be opened, or installing a chain type lock on the door. If the tenant installs a security device, then the device must:

- be capable of being either installed or removed without causing damage to the unit (for example, the pieces of wood should not cause damage to the unit); or
- the device must stay when the tenant leaves and then the device becomes your property (for example, if the tenant installs a chain lock, the chain lock will usually stay behind because removing it may cause damage to the unit).

CRIME FREE HOUSING PROGRAMS

The aims of crime free housing program are to reduce crime at rental properties and increase safety for tenants. The programs are offered as a partnership between law enforcement and the community. Landlords and property managers receive training in activities and practices that aim to reduce illegal activities. Different sectors of the renting market can take part in a program (for example, condominiums and RV parks).

For more information about these programs, please see www.crime-free-association.org or www.edmontonpolice.ca (click on the Crime Prevention tab, then on the Community Safety link. Choose Crime Free Multi-Housing from the left sidebar).

REPAIRS

You are responsible to ensure that the rental property is safe for tenants. Also, a well maintained building increases demand for rental units and leads to more satisfied tenants. The *Residential Tenancies Act* imposes some responsibility on you and on the tenant for repairs, but does not specify who is responsible for repairing specific items. You can insert terms into the lease that state who is responsible for specific repairs. It is a good idea to establish this clear responsibility for repairs early in the renting relationship to avoid confusion.

Generally, the tenant is responsible for:

- maintaining the rental unit in a reasonably clean condition;
- informing you of any needed repairs to the unit;
- not doing or allowing damage to be done to the unit or the common property; and
- following any terms that are in the lease that relate to repairs.

Generally, you are responsible for:

- ensuring that the unit is ready for the tenant to move in;
- ensuring that the rental unit meets health and housing standards under the *Public Health Act*;
- responding to requests for repairs; and
- following any terms that are in the lease that relate to repairs.



NOTICE TO ENTER THE UNIT

One of the rules in the *Residential Tenancies Act* is that you will allow your tenant to have peaceful enjoyment of their unit. This requirement means that you, and anyone acting for you (like a property manager) will not interfere with the tenant, and you will also not let other tenants interfere with each other. For example, if one tenant is interfering with the other tenants in the building by playing loud music nightly, then you are responsible to remedy this situation.

There are rules under the *Residential Tenancies Act* about when and why you can enter a tenant's unit. If you do not follow these rules, then you may be interfering with the tenant's right to peaceful enjoyment.

You can enter the tenant's unit without notice if:

- the tenant consents to your entry (for example, if you simply show up and knock on a tenant's door and ask to look around the unit, and the tenant lets you come inside);
- there is an emergency (for example, if a water pipe burst in the tenant's unit and you need to do emergency repairs); or
- you reasonably believe that the tenant has abandoned the unit.

You can enter the unit without your tenant's consent if you give the tenant 24 hours written notice. You can only enter between 8:00 a.m. and 8:00 p.m. and cannot enter on a holiday or on the tenant's day of worship (which is presumed to be Sunday).

You can enter for the following reasons:

- to inspect the property;
- to make repairs or control pests;
- to show the property to potential purchasers or carry out mortgage inspections; and
- if either party has given notice to end the tenancy, then to show the property to potential renters.

If you need someone else to enter the unit for any of the reasons stated above, you can pass the right of entry to that person. For example, if you hire someone else to carry out repairs, or if you hire a realtor to show the unit if you are trying to sell, then the repair person and the realtor can enter the unit. They must obey all of the same rules about when and why they can enter the unit.

OFFENCE:

It is an offence under the *Residential Tenancies Act* to not give proper notice of entry.

SAFETY CODES

You are responsible for the safety of buildings that you own and rent out. You must be aware of the various laws and regulations relating to safety issues in buildings. There are many requirements that relate to everything from designing and constructing a building, to changing or renovating a building, to more specific aspects such as the safety of electrical and plumbing systems.

In Alberta, the *Safety Codes Act* is an important law. Different codes are enacted under this piece of legislation. Safety Code Officers carry out inspections and issue permits. The Safety Codes Council is responsible for administering the laws and regulations related to many aspects of safety codes. There are codes for building, fire, electrical, gas, plumbing, private sewage treatment systems, boilers and pressure valves, and elevators. Federal laws may also impact the work you plan on doing to your building.

For more information, you can contact Municipal Affairs Safety Services at 1-866-421-6929
www.municipalaffairs.alberta.ca.



PROTECTION OF PRIVACY

The *Personal Information Protection Act* applies to you. This means that you must adopt safeguards to prevent unauthorized access, loss, destruction, copying or modification of tenants' personal information.

You need the tenant's consent to collect, use or disclose tenant's personal information, which includes:

- name, address and phone number (if it is not available in a public directory);
- business address, number and other contact information;
- age, weight, height and gender;
- place of birth, nationality, ethnic origin;
- identification numbers;
- credit card numbers; and
- financial status and history, which includes the amount of rent that the tenants pays.

If you have questions about privacy requirements, you can contact the Office of the Information and Privacy Commissioner of Alberta at www.oipc.ca or by phone at 1-888-878-4044



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