

Safety & Security for Tenants

Issues of safety and security are a major concern for both landlords and tenants. If you are a tenant, you should be aware of the options that you have under Alberta's *Residential Tenancies Act* for dealing with the safety and security of your rental unit.

LOCKS AND SECURITY DEVICES

CHANGING OR ADDING A LOCK YOURSELF

If you do not feel that you are secure in your rental, then you should talk to your landlord to see if there are some steps that can be taken to increase your rental's security.

If you want to change the lock on your door you must:

- get your landlord's consent before you change the lock; and
- give the landlord a key as soon as you change the lock.

OFFENCE:

It is an offence under the *Residential Tenancies Act* to not provide the landlord with the new key(s).

SECURITY DEVICES

You do not have to have the landlord's permission to install any security devices, as long as they can only be activated by someone inside the property. For example, you could install a door chain lock, or use pieces of wood to ensure that a balcony door or sliding window cannot be opened.

When the tenancy is over, you must either:

- leave the security device behind (for example, the chain lock will damage the unit if you try to remove it, so you may want to leave it behind, and then it becomes property of the landlord); or
- remove the security device and repair any damage that occurs because of its removal (for example, if you remove a chain lock, you may have to patch holes and paint. You should keep in mind that any changes that occur to the unit may be considered damage by the landlord, and that the landlord may deduct money from your security deposit to cover the expense of repairs).

LANDLORD CHANGING THE LOCKS

Your landlord can change the locks if:

- you consent to the locks being changed;
- the landlord gives you a key as soon as the locks are changed;
- the landlord has a court order or writ that indicates that the landlord can change the locks; or
- the landlord reasonably believes that you have abandoned the premises.

Your landlord does not have the right to lock you out of your rental property if you are having a dispute.

OFFENCE:

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



KEY DEPOSITS

Your landlord can charge you a key deposit if this is a term that is included in your lease or if you agree to pay the deposit. If the lease does not include a term that relates to the key deposit, then your landlord cannot charge you a new deposit unless you agree. The landlord can only charge you a reasonable amount for a deposit. If you do not want to agree to pay, you do not have to. Your landlord has to give you a key anyway.

LANDLORD ENTRY

One of the rules included in the *Residential Tenancies Act* is that the landlord promises to allow you to have peaceful enjoyment of the premises. This requirement means that the landlord promises that they, or someone acting on their behalf (like a property manager), will not interfere with you while you are renting. This also means that the landlord will not let another tenant interfere with you.

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

Your landlord can enter your property without notice if:

- you consent to your landlord coming into your rental (for example, if your landlord knocks on your door and asks to come inside, and you let them in);
- there is an emergency (for example, if a water pipe burst in your unit when you're not home, and the landlord needs to do repairs right away);
or
- you have abandoned the premises.

Your landlord can enter your property without your consent if the landlord gives you 24 hours written notice. The landlord can only enter between 8:00 a.m. and 8:00 p.m. and cannot enter on a holiday or on your day of worship which is presumed to be a Sunday unless you inform your landlord, in writing, that it's on a different day. The landlord 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;
- if either party has given notice to end the tenancy, then to show the property to potential renters.

Your landlord is not the only person who can enter your unit. If the landlord needs someone else to enter for any of the reasons stated above, then the landlord can pass on this right to others. A common example of when this occurs is when the landlord has to hire someone else to carry out repairs, or if the landlord hires a realtor to show the rental unit.

RESPONSIBILITY FOR REPAIRS

The *Residential Tenancies Act* imposes some responsibility on you and the landlord to maintain the property, 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 who is responsible for what repairs early in the renting relationship to avoid confusion later on. If you are not sure if you are responsible for doing a repair, you may want to talk to or write to your landlord about the problem.



Generally, you are responsible for:

- maintaining the rental unit in a reasonably clean condition;
- informing the landlord 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 included in the lease that relate to repairs.

Generally, the landlord is responsible for:

- ensuring that the unit is ready for you 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.

If there is a term in your lease that states the landlord can enter at any time to do repairs, this term is not enforceable. The landlord must give you proper notice to carry out repairs, unless it is an emergency situation or you consent to the landlord's entry.

PROTECTION OF PRIVACY

According to the *Personal Information Protection Act*, which applies to landlords, your landlord must adopt safeguards to prevent unauthorized access, loss, destruction, copying or modification of your personal information.

A landlord needs your consent to collect, use or disclose any of your personal information. Your personal information means identifiable information, which can include:

- 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 you pay.

If you are concerned that your landlord may not be following privacy laws, you should contact the Office of the Information and Privacy Commissioner of Alberta at www.oipc.ab.ca or by phone at 1-888-



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