

# *What you need to know if ...* the place you are renting is sold

in Alberta



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



800, 10050 – 112 Street  
Edmonton, AB T5K 2J1  
Phone: 780.451.8764  
Fax: 780.451.2341

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

*If a property you are renting is put up for sale, you should familiarize yourself with the laws that relate to this process. This booklet answers questions you may have throughout the process: what can happen when a rental property is put up for sale; what rights and obligations the tenant has during the selling process; and what happens after the property is sold.*

---

### **Does my landlord have to tell me if he is going to sell the place I'm renting?**

No, your landlord does not have to tell you that he is selling the rental property. Depending on the kind of property you are renting, you may not even be aware that the property has been sold until the new landlord contacts you.

### **I have a fixed term tenancy. Can my landlord put the property up for sale?**

Yes, your landlord has the right to put the property up for sale; however, your landlord would not be able to end your tenancy simply because the property was sold. A fixed term tenancy means that you have agreed to rent the property for a fixed period of time, and this kind of tenancy can only be ended under the terms of the contract. This means that unless you and your landlord can negotiate a new agreement, you can stay living in the property until the lease is over.

### **My landlord told me that he wants to fix my place up so that he can sell it. He wants to completely renovate the bathroom, but I'm worried because he's going to do all the work himself. I don't want to live in a construction zone for weeks. Can I move out?**

You may want to speak to your landlord about the situation. If you want to leave, and he wants to do renovations, then you may be able to come up with an agreement about ending the tenancy. If you have a monthly periodic tenancy, then you can provide your landlord with one month's written notice to end the tenancy.

On the other hand, if you have a fixed term tenancy and if your landlord does not want you to move out, you should clarify what renovations the landlord is planning on doing. The landlord must make sure that you have a properly functioning washroom while you are living in the rental property. This means that if your landlord is planning on completely renovating the bathroom, the landlord may be willing to make alternate arrangements with you (for example, pay for you to stay in a hotel while the toilet, shower and sink are not working). You can call Service Alberta for more information about the *Minimum Housing and Health Standards*.

### **The place I'm renting is up for sale and the realtor wants to take pictures. Can I refuse to let them do that?**

Generally speaking, your landlord can take pictures of the rental property. Your landlord, or the realtor, must provide you with written notice to enter. You may want to take this time to make sure that you have put away any information, pictures and photographs that you do not want captured in a photo that will be posted on the realtor's website.

### **Does the landlord have to be with realtor when the property is shown to interested people?**

No. When your landlord hired the realtor, the realtor became an agent of the landlord. This means that the realtor must follow the rules in the *Residential Tenancies Act*.

### **My landlord asked me to leave when the place is being shown. Do I have to go?**

No, you do not have to leave the property, but you may want to consider that the entire selling process may be over sooner if the people who are interested in purchasing the property are comfortable viewing it.

### **My landlord told me that my place was too messy and that I need to clean it before any showings. My place isn't messy, but I have two kids so sometimes it's hard to keep every single toy picked up. What should I do?**

You might want to talk to your landlord and explain your point of view, and remind the landlord that this is your home. You have the right to enjoy living in your place, so long as you are meeting all of your obligations. One of those obligations is to keep your place reasonably clean. Take a look around and ask yourself, "If a stranger saw this place today, would they think it was clean?" If you are not meeting your obligations, then your landlord can give you a 14 day notice to terminate the tenancy. If the property is clean and tidy, it may sell faster too, and then you won't have to deal with viewings anymore.

### **I didn't get notice that there was going to be a viewing. I came home and there was a showing going on. What can I do to make sure that I receive written notice?**

You may want to write to your landlord, explain the situation, and demand that you receive written notice for all upcoming entries. You should keep a copy of this letter. If it happens again, or if your landlord does not seem concerned regarding your rights, you can lodge a written complaint with Service Alberta. It is an offence for the landlord to fail to provide written notice of entry at least 24 hours in advance of the entry. Your landlord could be fined.

### **I don't want the realtor and strangers coming into my place when I'm not there. Can I insist that place only be shown if I am there?**

No. The realtor (as the landlord's agent) has the right to enter the property, so long as you are given written notice of the entry. You may want to talk to the landlord and the realtor about your concerns and see if you can come up with an agreement.

### **I'm tired of people coming into the place all the time. Can I refuse to let them in?**

One of the rights that you have under the *Residential Tenancies Act* is the right to peaceful enjoyment of your place. This means that, so long as you are following the rules and the law, you should not be significantly interfered with by the landlord or the landlord's agent. However, your right to peaceful enjoyment must be balanced against the landlord's right, as owner of the property, to deal with the property as the landlord sees fit.

You may want to talk with your landlord, or with the realtor, about the frequency of visits, and see if you can come up with a schedule that fits you both. You may also want to put your concerns in writing, and give a copy to the landlord. If you cannot come up with an agreement, and the property is on the market for a long time, you may be able to make an application to terminate the tenancy, and any written documents that you have become part of your evidence. It is a very good idea for you to have evidence that shows that your right to peaceful enjoyment is being infringed before you bring an application.

### **My landlord has sold the property. Can he give me notice to move out?**

The answer depends on what kind of tenancy you have. If you have a fixed term tenancy, then your landlord cannot end your tenancy before the date stated in the lease, unless you agree to end the lease early. If you have a periodic tenancy, then your landlord can give you notice to move out if all of the conditions to the sale of the property have been met, and if the purchaser requests in writing that the tenancy be terminated.

### **I have a monthly periodic tenancy. How much notice does my landlord have to give me to end the tenancy?**

If you have a monthly periodic tenancy, then your landlord must provide you with three tenancy months' notice. If your tenancy begins on the first day of the month, and ends on the last day of the month, and your landlord gives you notice on June 16, then your tenancy would be over effective September 30 (June is not a full tenancy month, so does not count towards the notice period, but July, August and September are the three full tenancy months).

If your landlord does not provide you with enough notice, then the notice is still effective to end your tenancy, but not until the full notice has passed. This means that if your landlord gave you notice on June 16 to end the tenancy on August 31 (which is not three full tenancy months), then the notice would end your tenancy, but not until September 30. If your landlord gives you a notice that does not provide you with the proper amount of time, then you should contact your landlord in writing, and inform your landlord of the requirement under the *Residential Tenancies Act*.

*Your right to peaceful enjoyment must be balanced against the landlord's right, as owner of the property, to deal with the property as the landlord sees fit.*

## **I have a fixed term tenancy. Can my landlord give me notice to end the tenancy?**

A fixed term tenancy can only end if the lease is over, or if you agree to move out early. Sometimes a landlord will be willing to pay for moving expenses, or lower rent, to have you move out early. If you do not want to move out before your lease is over, you do not have to do so. The purchaser bought the property subject to your lease.

## **The landlord sold the property, and the new owner wants to keep me as a tenant. Do I have to enter into a new lease?**

The new landlord steps into the shoes of the old landlord, and becomes responsible for all of the things that the original landlord agreed to do. For example, if the new landlord wants to increase the rent, the new landlord can only do so if the original landlord would have been allowed to do the same. If your new landlord wants to enter into a new lease with you, then you can refuse to do so if you wish.

## **The landlord sold the property and I want to move out. Do I still have to give notice?**

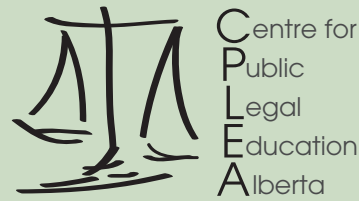
Yes. You still must provide the proper amount of notice. If you have a weekly periodic tenancy, then you must give one full tenancy week's notice, and if you have a monthly periodic tenancy, you must provide one full tenancy month's notice. If you have a fixed term tenancy, then you should talk to your landlord about moving out early. If your landlord won't agree to let you leave early, then you are responsible to fulfill your obligations under the lease, unless your landlord will agree to have a subtenant.

## **The new landlord told me I had to pay a new security deposit. Is this true?**

No. The new landlord should have received the security deposit from your original landlord.

## **The Centre for Public Legal Education Alberta**

The Centre for Public Legal Education Alberta is a non-profit society whose purpose is to provide Albertans with reliable information about their rights and responsibilities under the law.



800, 10050 – 112 Street  
Edmonton, AB T5K 2J1  
Phone: 780.451.8764  
Fax: 780.451.2341

### **CPLEA gratefully acknowledges**

Alberta Real Estate Foundation  
Alberta Law Foundation  
Regional Municipality of Wood Buffalo

### **Additional Resources**

#### **Service Alberta**

Toll Free: 1-877-427-4088  
Website: [www.servicealberta.ca](http://www.servicealberta.ca)

#### **Office of the Information and Privacy Commissioner**

Toll Free: 1-888-878-4044  
Website: [www.oipc.ab.ca](http://www.oipc.ab.ca)

#### **Landlord and Tenant Advisory Board**

Edmonton  
Phone: 780-496-5959  
Website: [www.edmonton.ca/ltab](http://www.edmonton.ca/ltab)

#### **Regional Municipality of Wood Buffalo**

Phone: 780-743-7888  
Website: [www.woodbuffalo.ab.ca/landlord](http://www.woodbuffalo.ab.ca/landlord)

#### **Pro Bono Law Alberta**

Website: [www.pbla.ca](http://www.pbla.ca)

June 2012

a publication of  
**LAW NOW**

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