

# **ACCESSING JUSTICE SERIES**

Legal Information for Frontline Service Providers

This guide was developed for frontline service providers in Alberta who work with vulnerable individuals. It provides general legal information on Alberta law only. This guide does not provide legal advice. Last updated January 2016.



The contents of this booklet are provided as general information only. This booklet does not contain legal advice. If your client requires legal advice, he or she should consult a lawyer.

The information contained in this booklet 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 Be aware that there may have been subsequent changes which make the information outdated at the time you are reading it. 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 Law Foundation for funding this project.





#800, 10050-112 Street Edmonton, Alberta T5K 2J1

 Phone
 780.451.8764

 Fax
 780.451.2341

 Email
 info@cplea.ca

 Web
 www.cplea.ca

#### © January 2016, Legal Resource Centre of Alberta Ltd., Edmonton, 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.

# **Contents**

1.	The Law in Alberta	1
2.	Leases in Alberta	2
3.	Responsibilities of Landlords	3
4.	Responsibilities of Tenants	4
5.	Most Common Renting Problems Experienced by Tenants	4
	Landlord Entering Without Notice	4
	Repairs and Pests	6
	Rent Increases	8
	Landlord Refusing to Return Security Deposit	9
	RTA Offences	10
6.	Ending a Tenancy	11
	How and When a Tenant Can End a Tenancy	11
	How and When a Landlord Can End a Tenancy	12
7.	Evictions	14
	What a Tenant Can Do if an Eviction Notice is Served	15
8.	Residential Tenancy Dispute Resolution Service	16
	Making an Application	16
	Tenant Remedies	16
9.	Where Tenants Can Go for Help	17

# Renting in Alberta

# 1. The Law in Alberta

#### Residential Tenancies Act

In Alberta, the *Residential Tenancies Act* is the law that outlines the rights and responsibilities of most landlords and renters in Alberta.

The Act does not apply in some of the following situations:

• When a tenant shares living space with a landlord. For example, if a tenant rents a room in a landlord's home or shares a kitchen or bathroom with the landlord. In these situations, there is no legislation that applies and a tenant does not have any rights, unless a written agreement is entered into.



A sample **Living with Your Landlord** agreement can be downloaded for free from our Laws for Landlords and Tenants website at www.landlordandtenant. org/resources.

- Hotels and Motels: If a hotel or motel is rented for less than six consecutive months. The *Innkeepers Act* applies.
- Mobile Home Sites: The Residential Tenancies Act only applies to mobile homes; the Mobile Home Sites Tenancies Act applies to mobile home sites.
- Nursing Homes and Seniors' Lodges: The *Nursing Homes Act* applies to nursing homes and the *Alberta Housing Act* applies to seniors' lodges.



Clients who are unsure of whether the *Residential Tenancies Act* applies to their living situation can call Service Alberta at 1-877-427-4088 for further information.

## Minimum Housing and Health Standards

Landlords must ensure their rental properties meet the Minimum Housing and Health Standards outlined by the Government of Alberta. For more information about the Standards, see Section 5.

## Alberta Human Rights Act

The Alberta Human Rights Act states that landlords cannot discriminate against tenants on the basis of race, colour, ancestry, place of origin, religious beliefs, physical disability, mental disability, marital status, family status, source of income, sexual orientation, gender. gender identity, and gender expression. This means landlords cannot refuse to rent to a tenant for any of these reasons.



Clients concerned they may have experienced discrmination can call the Alberta Human Rights Commission's Confidential Inquiry Line. In Edmonton, call 780-427-7661; in Calgary, call 403-297-6571. To call toll-free from anywhere in Alberta, dial 310-0000 followed by the area code and phone number.

# 2. Leases in Alberta

There are two types of tenancy or lease agreements in Alberta. It is important to know the difference since they affect things like when and how a tenancy can be ended.

#### Periodic Tenancy

A periodic tenancy means that there is no end date in the lease agreement. The tenant can continue living in the property until either the tenant or landlord give notice to end the tenancy. The most common periodic tenancies are:

- monthly periodic tenancies (tenant agrees to rent property month-to-month and pay rent on a monthly basis)
- weekly periodic tenancies (tenant agrees to rent property week-to-week and pay rent on weekly basis)

#### Fixed Term Lease

A fixed term lease means that the tenant agrees to rent the premises for a set length of time. There is an end date written in the lease. For example, a tenant agrees to rent a property for six months. At the end of the agreed time, it is assumed that the tenant will move out and no longer live there. Neither a tenant nor a landlord can end a fixed term lease early unless the other agrees.

# 3. Responsibilities of Landlords

Under the Residential Tenancies Act, landlords have the following responsibilities:

- not to disturb the tenants' enjoyment of the rental unit. For example, a landlord can only enter a tenant's suite for specific reasons and must provide advance, written notice (see Section 5)
- to ensure their rental properties meet the Minimum Housing and Health Standards (see Section 5)
- follow legislated rules and notice periods when increasing rent (see Section 5)
- give a valid reason with proper written notice to end a periodic (month-to-month) tenancy (see Section 6)
- where there is a written lease, provide a signed copy to the tenant(s) within 21 days
- provide their contact information to tenants or post it in a common area
- complete an inspection report within seven days of a tenant moving in and moving out (in order to legally deduct money from the security deposit for damages) (see Section 5)

If landlords do not fulfill these responsibilities, they could be fined by Service Alberta and/or face court action by tenants.



Clients can learn more about the rights and responsibilities of landlords and how to resolve problems by visiting Laws for Landlords and Tenants in Alberta at http://www.landlordandtenant.org.

# 4. Responsibilities of Tenants

Under the *Residential Tenancies Act*, tenants are required to follow seven rules (also called "covenants"):

- 1. Pay rent in full and on time.
- 2. Not interfere with the rights of the landlord or other tenants.



This is often used as a "catch-all" by landlords to issue eviction notices (for example, tenant having a pet in a no pet building; making noise that disturbs other tenants; refusing to allow a landlord to enter if proper notice is given).

- 3. Not commit any illegal activities in the rental property.
- 4. Not endanger or threaten the landlords, other tenants, or property.
- 5. Not cause significant damage to the property.
- 6. Keep the property reasonably clean.
- 7. Leave the property when the tenancy is over.

If these rules are not followed, tenants could risk eviction. For more information about evictions, see Section 7.

# 5. Most Common Renting Problems Experienced by Tenants

# **Landlord Entering Without Notice**

A landlord is only allowed to enter a tenant's property for specific reasons under the *Residential Tenancies Act*. These reasons are:

- to inspect the state of repair of the premises and/or to make repairs.
- to control pests to ensure the property meets health standards.

- to show the property to people who may want to buy the property.
- to show the property to potential tenants during the last month of a fixed term tenancy or any time after a periodic tenancy has been ended by either the landlord or the tenant.

In order to enter for one of these reasons, the landlord must provide signed, written notice to the tenant at least 24 hours before the time of entry.

A landlord can only enter a rental premise between 8:00 A.M. and 8:00 P.M. and cannot enter on a holiday or the tenant's day of religious worship (presumed to be Sunday unless the landlord receives notice otherwise).

There are very specific reasons a landlord can enter without notice:

- the tenant consents to the entry; however, a landlord cannot force a tenant to consent (that is, by making threats of eviction).
- if there is an emergency, such as a fire or flood.
- if the tenant has abandoned the premises; there must, however, be clear evidence that the tenant has abandoned it.

#### How can a client deal with this problem?

If a landlord is entering without notice, the tenant's first step is to politely advise the landlord of his or her legal obligation to provide advance notice of entry.

If the landlord continues to enter without notice, the tenant may consider the following options.

- Call Service Alberta at 1-877-427-4088 and file a complaint against the landlord. The landlord could face a fine of up to \$5,000 (see Section 4 for more information).
- Make an application at the Residential Tenancy Dispute Resolution Service for financial compensation or to end the tenancy early (see Section 8 for more information). It is always recommended that a tenant seek legal advice before filing an application.

# Repairs and Pests

The *Residential Tenancies Act* does not directly state who is responsible for repairs, maintenance, and pest control in rental properties. Landlords are responsible, under the *Public Health Act*, for ensuring their properties meet the Minimum Housing and Health Standards. Tenants may be responsible for other repairs and maintenance and should check their lease to see if there are details about what they're responsible for.



A tenant cannot stop paying rent while waiting for repairs to be done or to cover the costs of making repairs. A tenant could be evicted for failing to pay rent.

### What are the Minimum Housing and Health Standards?

The Minimum Housing and Health Standards state landlords must do the following:

- Keep rental properties in a waterproof, windproof, and weatherproof condition.
- Ensure outside doors and windows are capable of being locked.
- Keep stairs and railings in good repair.
- Keep all walls, windows, ceilings, floors, and floor coverings in good repair, free of cracks and holes, and in a condition that makes them easy to clean.
- Keep the furnace in good repair and make sure it is able to heat all living spaces to a minimum temperature of 22 degrees Celsius.
- If electricity, water, and heat are included in the rent, then the landlord must make sure that those utilities are provided.
- Ensure all hot running water is between a temperature of 46 degrees Celsius and 60 degrees Celsius
- Provide a refrigerator and stove and make sure they are maintained in a safe and proper operating condition.
- Keep the property free of pest infestations (tenants must follow any pest control measures).

The complete list of Standards can be accessed for free online: www.health.alberta.ca/documents/Standards-Housing-Minimum.pdf. Contact Health Link at 811 for any questions about the Standards.

# What to do if the *Minimum Housing and Health Standards* are not being met

If a tenant thinks the landlord is not meeting the Minimum Housing and Health Standards, the tenant should inform the landlord, in writing, of the problem and request steps be taken to fix the problem.



Tenants should keep copies of all written documents sent to the landlord in case the matter has to be dealt with in court or through the Residential Tenancy Dispute Resolution Service.

If the landlord does not take steps to make the repair, the tenant has the following options:

- Contact Health Link at 811 and request to speak with a health inspector about the situation. A health inspector may visit the property to investigate. A health inspector can order a landlord to take steps to fix the problem if the Standards aren't being met.
- Apply to the Residential Tenancy Dispute Resolution Service for a reduction in rent (known as a rent abatement) if the landlord's failure to make repairs interferes with the tenant's ability to use and enjoy the property.
- Provide notice to move out if the tenant is in a periodic tenancy.
- Apply at the Residential Tenancy Dispute Resolution Service to end the tenancy early if the tenant is in a fixed term tenancy.
- Complete the repairs and then request the landlord pay for the cost of repairs. If the landlord does not pay, the tenant could ask to be reimbursed at the Residential Tenancy Dispute Resolution Service.



**Caution:** Tenants should be cautious about this approach as there is no guarantee they will be paid back. If a tenant chooses this approach, the repairs should be completed in a cost effective way and should be completed by a professional.

## What if there is a pest problem?

Landlords must make sure their premises comply with public health requirements at all times. Under the Minimum Housing and Health Standards, landlords must keep their rental properties free from pests, including bed bugs and mice. Tenants are required to keep their premises reasonably clean, to allow entry for any pest control treatment, and to follow the instructions of an exterminator.

If a tenant thinks there are pest issues, the tenant should notify the landlord about the problem in writing. If the landlord does not take steps to deal with the problem, the tenant can call Health Link at 811 to speak with a health inspector.

#### **Rent Increases**

In Alberta, there is currently no limit on how much a landlord can increase rent, but a landlord can only increase the rent after 365 days have passed from either the start of the tenancy or when the last rent increase was made.

#### Periodic tenancy

If a tenant has a periodic tenancy (which has no end date), the landlord must give the tenant a dated, signed, written notice of a rent increase. The notice must state when the increase will start.

The landlord must give the tenant at least three tenancy months' notice of the rent increase (for month-to-month leases). For example, if the landlord wants to increase the rent on November 1, the notice must be served on or before July 31 for the rent increase to be enforceable.

A notice is void and the tenant does not have to pay the increase if the rules above are not followed. However, tenants should be aware that courts have said tenants have an obligation to let the landlord know the notice is void.



If a tenant pays the increased rent and later realizes the notice is void, the tenant can make an application through the Residential Tenancy Dispute Resolution Service to get back the amount paid under the increase.

#### Fixed term tenancy

If a tenant has a fixed term tenancy (which has an end date), there is no requirement under the *Residential Tenancies Act* for the landlord to give written notice of a rent increase. However, it is a very good idea for the landlord to let the tenant know of the increase ahead of time.

While notice is not required, there are rules that a landlord must follow to increase the rent during a fixed term tenancy:

- A landlord can only increase the rent if one year (365 days) has passed since the tenant moved in or since the last rent increase.
- The landlord cannot increase the rent midway through a fixed term lease agreement; the landlord has to wait until the fixed term agreement is over.

# **Landlord Refusing to Return Security Deposit**

When can a landlord deduct money from a security deposit?

A landlord can only use the security deposit if there is a valid reason. Some common reasons that a landlord can keep money from a security deposit include:

- The tenant owes money for rent.
- The tenant has damaged the property and the landlord completed the inspection reports.
- The tenant has not cleaned the property and the landlord completed the inspection reports.
- The tenant has not returned the keys.
- The tenant owes money for fees.

A landlord cannot keep any of the security deposit to cover damage to the unit if inspection reports were not completed.

- A move-in inspection must be completed by the landlord and tenant one week before or after the tenant moves in.
- A move-out inspection must be completed by the landlord and tenant one week before or after the tenant moves out.

Tenants must be provided with a copy of the reports from both inspections.

It is an offence under the *Residential Tenancies Act* for a landlord to keep money from the security deposit for damage when inspection reports have not been completed. However, a landlord could still keep the security deposit to cover other things, such as unpaid rent.

#### How long does a landlord have to return a security deposit?

The landlord has 10 days to deliver a statement of account (a list of all the deductions, if any) with a cheque for the security deposit (if there is money owing after any deductions) to the tenant. "Deliver" means the landlord must put the statement and cheque in the mail within 10 days of the tenant moving out. It does not mean the tenant has to receive it within 10 days.

## What can a tenant do if the security deposit isn't delivered?

If a tenant does not receive the statement of account and security deposit from the landlord within a reasonable period after the 10-day deadline, he or she should take the following steps:

- 1. Contact the landlord to see what is going on.
- 2. If there is no response, write to the landlord requesting the return of the security deposit.
- 3. If the deposit is still not returned, make an application with the Residential Tenancy Dispute Resolution Service for its return.

Tenants may also consider filing a complaint with Service Alberta.

#### **Residential Tenancies Act Offences**

The *Residential Tenancies Act* lists all of the rules that a landlord must follow. If a landlord does not follow these rules, then an offence may have been committed. Offences include:

- Failing to give minimum required notice to increase rent
- Failing to give proper notice to enter
- Changing locks without giving the tenant a key
- Deducting money from a security deposit for damage when inspection reports were not completed
- Illegally evicting a tenant

A complete list of offences under the *Residential Tenancies Act* is available here: www.servicealberta.ca/pdf/RTA/RTA\_Offences.pdf



If a landlord is not following the rules, a tenant can make a complaint to Service Alberta by calling 1-877-427-4088. Service Alberta investigates complaints and if an offence has been committed, then a landlord could be warned, fined, or face a court appearance.

Tenants will not receive any reimbursement if they file a complaint. If a landlord is fined, the money goes to the government, not to the tenant.

# 6. Ending a Tenancy

# How and When a Tenant Can End a Tenancy

Periodic tenancy (Month-to-month lease)

A tenant can end a periodic tenancy by giving the landlord written notice. A tenant's notice must:

- be in writing,
- give the address of the rental unit,
- state the date the tenancy will end, and
- be signed by the tenant.

The amount of notice that a tenant must give to a landlord depends on the kind of periodic tenancy that is in place.

- For a week-to-week periodic tenancy, the tenant must give the landlord at least one week's tenancy notice.
- For a month-to-month periodic tenancy, the tenant must give the landlord one month's notice. The written notice must be given on or before the first day of the month. For example, the tenant would have to give the notice to the landlord on or before July 1 for the tenancy to end July 31.

## Fixed term tenancy

A fixed term lease is a contract that cannot be ended early unless both the landlord and tenant agree.

If a tenant wants to break a fixed term lease early, the tenant should talk to the landlord and see if the landlord will agree to it. The landlord is under no obligation to agree to end a fixed term lease early, but might be willing if the tenant agrees to help with advertising and making sure the property can get rented. If the landlord agrees to break the lease early, the tenant should make sure this agreement is in writing and signed by the landlord to prevent any problems in the future.

If a landlord will not agree to end a lease early, a tenant may want to consider subletting the property or assigning the lease.



Certain subsidized rental properties will not allow subletting and assignment because eligibility for these units is based on financial need and/or other specific personal circumstances. If a client wants to leave a subsidized unit before the end of a fixed term lease, he or she should talk to the housing program provider.

# How and When a Landlord Can End a Tenancy

## Periodic tenancy

A landlord can give a tenant a notice to terminate a periodic tenancy for very specific reasons - none of which mean the tenant did something wrong. A landlord can end a periodic tenancy for the following reasons **only**:

- major renovations or demolition of the property
- conversion to a condominium or business
- the landlord or the landlord's relative is going to live in the property
- the property is sold and the new owner wants to move in
- the property sold and the new owner requests in writing that the landlord give the tenant a notice to end the tenancy
- the landlord is an educational institution and the tenant is no longer a student or will no longer be a student as of the tenancy termination date

#### What information does the notice have to include?

To end a periodic tenancy, the landlord's notice must:

- be in writing,
- give the address of the property,
- state the reason for the tenancy ending (that is, condo conversion or major renovations),
- state the date the tenancy ends,
- be signed by the landlord, and
- be served according to the notice periods listed in the Residential Tenancies Act (see below).

#### When does the landlord have to give the notice?

The notice must be given to a tenant according to the notice periods laid out in the *Residential Tenancies Act*:

- For condominium conversions or major renovations, landlords must provide tenants with 365 days notice.
- For all other allowable reasons (for example, demolition, landlord moving in, property is sold), the landlord must give:
  - » One week's tenancy notice for a week-to-week periodic tenancy
  - » Three months' tenancy notice for a month-to-month periodic tenancy

# Fixed term tenancy

A fixed term lease is a contract that cannot be ended early unless both parties agree.

A landlord cannot break a tenant's lease and make a tenant leave the property before the end of the lease. A landlord can ask the tenant to agree to end the lease early, but the tenant is not required to do so.



A tenant could ask the landlord for compensation to end the lease early, such as help covering moving costs or paying a new security deposit. Any agreement made should be in writing and signed by both the tenant and landlord.

## 7. Evictions

#### **Eviction Basics**

Tenants must follow the seven rules listed in **Section 4**. If a tenant fails to follow any of those rules, then the tenant has committed a **substantial breach**.

A tenant can also commit a substantial breach by committing a series of small breaches. For example, continuing to pay rent late each month for multiple months may be considered a substantial breach.

If the tenant has committed a substantial breach, the landlord can:

- give the tenant a 14-day notice to end the tenancy,
- give the tenant a 24-hour notice to end the tenancy (for causing significant damage or assaulting and/or threatening to assault the landlord or another tenant), or
- apply to the Residential Tenancy Dispute Resolution Service or Provincial Court for an order ending the tenancy.

#### What information does the notice have to include?

An eviction notice must:

- be in writing,
- give the address of the property,
- give the amount of rent that is due at the date the notice is given (if any is owing),
- give the amount of rent that will be owed for the notice period,
- state the reason for the termination.
- be signed by the landlord, and
- state the date the tenancy will end.

If the notice to terminate is given for non-payment of rent, the notice must also state that the tenancy will not be terminated if, on or before the end date given in the notice, the tenant pays the rent due and any additional rent that has become due.

### What a Tenant Can Do If an Eviction Notice Is Served

If the landlord serves the tenant with a 14-day eviction notice and the tenant does not agree with the notice, the tenant can usually serve a notice of objection on the landlord. Once the tenant gives the notice to the landlord, the eviction notice is void and the tenant does not have to move out.

#### The notice must:

- be in writing
- set out the reasons for objecting to the eviction notice
- be sent to the landlord before the termination date in the eviction notice

A tenant cannot object to a 14-day eviction notice for non-payment of rent.

A landlord cannot make a tenant move out if a notice of objection is served before the termination date given in the notice. Once the landlord receives the objection, the landlord can do nothing or apply to the Residential Tenancy Dispute Resolution Service or Provincial Court to end the tenancy.

If the landlord applies to the Residential Tenancy Dispute Resolution Service or Provincial Court, the tenant will be served with new documents from the landlord. The tenant should seek legal advice about options if he or she wishes to continue staying in the rental property.



Landlords cannot evict tenants verbally and cannot change the locks without providing tenants with new keys immediately. These are both offences under the *Residential Tenancies Act*. Tenants who have been verbally evicted or locked out may be eligible for financial compensation if they make an application through the Residential Tenancy Dispute Resolution Service.

# 8. Residential Tenancy Dispute Resolution Service

# Making an Application

The Residential Tenancy Dispute Resolution Service offers landlords and tenants an option for resolving disputes outside of court. This service is designed to be faster, more informal, and less expensive than the courts. The service can deal with concerns related to evictions, unpaid rent and/or utilities, security deposits, damages, and repairs.

To make an application, certain forms must be filled out, filed, and given to the landlord. The matter will be heard before a Tenancy Dispute Officer who can make decisions on applications up to \$50,000.

Hearings occur in-person at the Residential Tenancy Dispute Resolution Service's office in Edmonton and Calgary. Hearings outside these two cities are held by phone.



It is recommended that clients seek legal advice before proceeding with an application at the Residential Tenancy Dispute Resolution Service. If a client chooses to proceed, the \$75 application fee can be waived for applicants with low incomes.

#### **Tenant Remedies**

If a landlord breaks the residential tenancy agreement or doesn't perform the responsibilities listed in the *Residential Tenancies Act*, a tenant can apply to the Residential Tenancy Dispute Resolution Service for one of the following remedies:

- Damages: The tenant can ask that the landlord be ordered to pay for any financial loss that the tenant acquired because of the landlord's actions (or inactions).
- Rent abatement: The tenant can ask for rent to be reduced because the landlord denied the tenant something that should have been provided under the *Residential Tenancies Act* or the lease agreement.
- Compensation: The tenant can make an application to be paid for doing things that the landlord should have done (for example, repairs to the unit).
- Termination of tenancy: The tenant can make an application to move out early.

# 9. Where Tenants Can Go for Help

## **Legal Clinics**

Where available, local legal clinics can provide family law legal information and limited legal advice to individuals who meet financial guidelines.

#### Calgary Legal Guidance

Phone: 403-234-9266 Website: http://clg.ab.ca

#### Student Legal Assistance (Calgary)

Phone: 403-220-6637 Website: http://slacalgary.ca

#### Central Alberta Community Legal Clinic

Serving Red Deer and surrounding areas

Phone: 1-877-314-9129

Website: http://www.communitylegalclinic.net

# Children's Legal & Educational Resource Centre

Provides free legal services to youth 19 and under

across Alberta

Phone: 403-207-9029 Website: http://youthlaw.ca

#### **Edmonton Community Legal Centre**

Phone: 780-702-1725 Website: http://www.eclc.ca

#### **Student Legal Services** (Edmonton)

Phone: 780-492-8244

Website: http://www.slsedmonton.com

#### Grande Prairie Legal Guidance

Phone: 780-882-0036 Website: http://www.gplg.ca

#### Lethbridge Legal Guidance

Phone: 403-380-6338

Website: http://www.lethbridgelegalguidance.ca

#### Medicine Hat Legal Help Centre

Phone: 403-712-1021

## **Legal Information**



#### Laws for Landlords & Tenants in Alberta

Comprehensive source of legal information for tenants and landlords in Alberta. Produced and maintained by the Centre for Public Legal Education Alberta. Information and referral service available by phone and e-mail.

Phone: 780-451-8764 E-mail: info@cplea.ca

Website: http://www.landlordandtenant.org

#### Service Alberta

Government of Alberta ministry responsible for the *Residential Tenancies Act*. Can provide tenants with legal information about their rights and options.

Phone: 1-877-427-4088

Website: http://www.servicealberta.ca/Landlords\_Tenants.cfm

RTA Handbook: http://www.servicealberta.ca/621.cfm

## **Legal Information**

#### Landlord and Tenant Advisory Boards

Knowledgeable staff can provide tenants with legal information on their rights and options under the *Residential Tenancies Act*. Mediation services may be available in certain situations.

Edmonton: 780-496-5959

Wood Buffalo (Fort McMurray): 780-743-7888

#### Residential Tenancy Dispute Resolution Service

Staff can explain the application process and hearing procedures.

In Edmonton, call: 780-644-3000.

To call toll-free from anywhere in Alberta, dial 310-0000 followed by 780-644-3000.

Website: http://www.servicealberta.ca/rtdrs

### **Complaints**

#### Service Alberta - Residential Tenancies Act Offences

Tenants who want to make a complaint against their landlord can call Service Alberta's Consumer Contact Centre.

View the complete list of offences: http://www.servicealberta.gov.ab.ca/pdf/RTA/RTA\_Offences.pdf

Phone: 1-877-427-4088

#### Alberta Health – Minimum Housing and Health Standards

Tenants concerned about repairs and pest can call Health Link at 811 to speak with a health inspector.

View the complete Minimum Housing and Health Standards:

http://www.health.alberta.ca/documents/Standards-Housing-Minimum.pdf

#### Alberta Human Rights Commission

Tenants who think they may have experienced discrimination in the rental market can call the Commission's Confidential Inquiry Line for more information.

In Edmonton, call 780-427-7661

In Calgary, call 403-297-6571

To call toll-free from anywhere in Alberta, dial 310-0000 followed by the area code and phone number.

## **Legal Advice & Representation**

#### Lawyer Referral Service

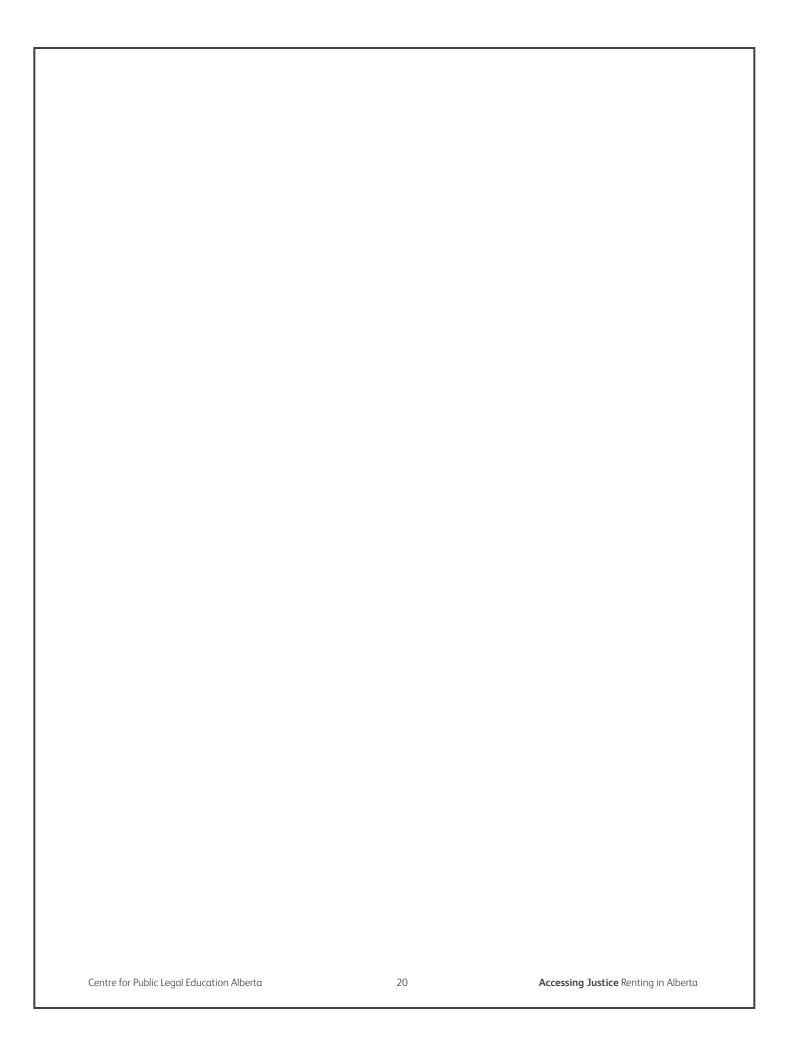
Run by the Law Society of Alberta. Callers will receive contact information for three lawyers who deal with landlord and tenant matters Lawyers will provide a free half hour consultation where fees for representation can be discussed.

Phone: 1-800-661-1095

# Centre for Public Legal Education Alberta Publications

The following renting and housing publications can be viewed and downloaded for free by visiting: http://www.landlordandtenant.org/resources

Tip Sheets for Tenants	Infographics	
8 Rules for Smart Renters in Alberta	After the Flood for Landlords & Tenants	
If You Have A Problem While Renting	Eviction Notices Infographic	
Rent Increases	If Your Employment Ends: Laws for Tenants	
Renting With A Pet	Articles	
Safety and Security for Tenants	Can a landlord charge a tenant for renovations?	
Shared Accommodation: Laws for Tenants		
Booklets for Tenants	Co-tenants and co-responsibilities	
Foreclosure for Landlords and Tenants	Domestic violence, renting, and the law	
Life Leases	Five things every tenant should know	
Renting 101: A Guide to Renting in Alberta	Getting your security deposit back	
Renting a Condominium	I've been good. Can my landlord make me move?	
What You Need to Know if the Place You Are Renting Is Sold	Living with your landlord	
What you Need to Know About Renting With A Pet	Protecting your personal information when you rent	
Sample Forms	Renting in Canada	
Living With Your Landlord Agreement	Renting with a Pet	
Pet Agreement for Rental Properties	Shared Accommodation Problems: What Can A Tenant Do?	
Pet Resume for Rental Properties	What is an offence under provincial renting laws?	
Roommate Agreement (Illustrated)		
Roommate Agreement	What should you do if you get an eviction notice?	



## **ACCESSING JUSTICE SERIES:**

# Renting in Alberta

Other publications in the Accessing Justice series:

- The Canadian Legal System
- Helping Clients with Legal Issues
- Family Law in Alberta
- Criminal Law in Alberta

Publications can be viewed and downloaded for free by visiting www.cplea.ca



**Tel** 780 451 8764 **Fax** 780 451 2341 info@cplea.ca

