

Safety & Security for Landlords



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



We would like to thank the **Alberta Law Foundation** and the **Department of Justice Canada** for providing operational funding, which makes publications like this possible.



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

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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 how to deal 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 or
- you receive the tenant's agreement in writing.

If the tenant agrees, 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 cannot change the locks because you are having a disagreement with your tenant.

Tip: It is an offence under the *Residential Tenancies Act (RTA)* for the landlord to change the locks without providing the tenant with a key.



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The only times when you are allowed to change the locks are:

- if you have the tenant's permission
- if you give the tenant a key as soon as the locks are changed
- if you have a court order or writ that indicates that you can change the locks
- if you reasonably believe that the tenant has abandoned the premises
- if it is an emergency situation (for example, the lock is not working properly and the building is therefore unsecured)

If the tenant is not paying rent, there are other methods that you can use to deal with the issue such as 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.

Tip: Under the *RTA*, it is an offence for the tenant to change the locks without providing the landlord with a key.

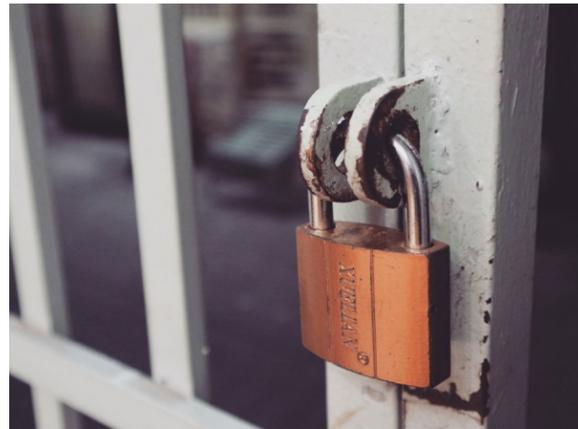


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Crime Prevention

TENANT INSTALLS SECURITY DEVICES

The tenant does not need your permission 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 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 programs are to reduce crime in 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. For more information, refer to the following resources:

- www.crime-free-association.org
- www.edmontonpolice.ca/CrimePrevention/CommunitySafety/CrimeFreeMultiHousing.aspx

Repairs

The *RTA* does not address who is responsible for repairing specific items. You and your landlord 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 tenancy to avoid confusion.

Generally, the landlord is 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
- following any terms that are in the lease that relate to repairs.

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
- following any terms that are in the lease that relate to repairs

Notice To Enter the Unit

Under the *RTA*, you must allow your tenant peaceful enjoyment of their unit. This 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 for remedying this situation.

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



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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)
- 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 the unit with notice for the following reasons:

- to inspect the property
- to make repairs or control pests
- to show the property to potential purchasers
- to 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. It is an offence under the *RTA* 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 your buildings. There are many requirements that relate to everything from designing and constructing, 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 or at:

www.municipalaffairs.alberta.ca

Protection of Privacy

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

You need the tenant's consent to collect, use or disclose 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
- identification numbers
- credit card numbers
- 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 1-888-878-4044 or at: www.oipc.ab.ca



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Tip: to learn more about residential tenancies law and where to find help if you have a tenancy issue, go to www.landlordandtenant.org

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This project was made possible through a grant
from the Alberta Real Estate Foundation.



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