

Safety & Security for Tenants

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Safety & Security for Tenants

Issues of safety and security are a major concern for both landlords and tenants. If you are a tenant, you need to be aware of how to deal with safety, including locks and security devices, repairs and crime.

Locks and Security Devices

CHANGING OR ADDING A LOCK YOURSELF

If you do not feel secure in your rental, then you should talk to your landlord to see if there are 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

Tip: It is an offence under the *Residential Tenancies Act (RTA)* to not provide the landlord with new key(s) if you change the lock.

SECURITY DEVICES

A tenant does not need 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.



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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 should leave it behind, and then it becomes property of the landlord.
- 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.

Tip: If your landlord does not provide you with a new key after changing the locks, the landlord is committing an offence under the *RTA*.

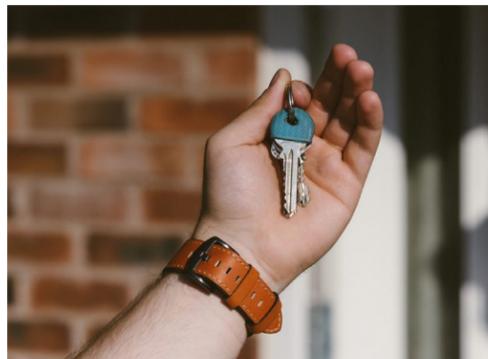


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KEY DEPOSITS

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

Under the *RTA*, the landlord must allow you to have peaceful enjoyment of the premises. This 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 *RTA* about when and why a landlord can enter your unit. If the landlord does not follow them, then the landlord may be interfering with your right to peaceful enjoyment.

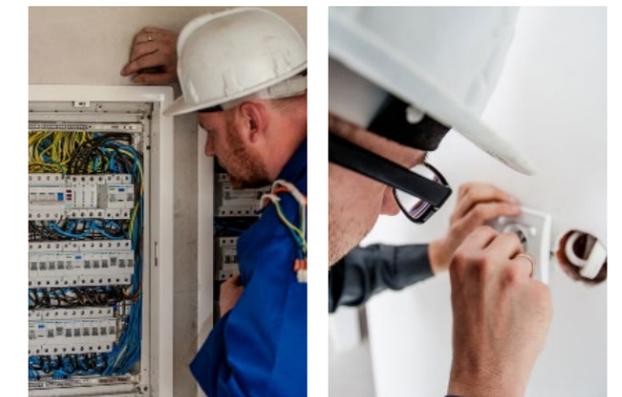
Your landlord can enter your unit without notice if:

- 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 bursts in your unit when you're not home, and the landlord needs to do repairs right away.
- you have abandoned the premises

Your landlord can enter the rental 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).

Your landlord can enter your 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
- if either party has given notice to end the tenancy, then to show the property to potential renters



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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.



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Responsibility for Repairs

The *RTA* does not address who is responsible for specific repairs. 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 who is responsible for what repairs early in the tenancy to avoid confusion later on. If you are not sure if you are responsible for a specific repair, you may want to talk to or write to your landlord about the problem.

Generally, the tenant is 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
- 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
- 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.



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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.

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
- identification numbers
- credit card numbers
- 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 1-888-878-4044 (www.oipc.ab.ca).

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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