



Province of Alberta

# **MOBILE HOME SITES TENANCIES ACT**

Revised Statutes of Alberta 2000  
Chapter M-20

Current as of October 1, 2011

Office Consolidation

© Published by Alberta Queen's Printer

Alberta Queen's Printer  
5<sup>th</sup> Floor, Park Plaza  
10611 - 98 Avenue  
Edmonton, AB T5K 2P7  
Phone: 780-427-4952  
Fax: 780-452-0668

E-mail: [qp@gov.ab.ca](mailto:qp@gov.ab.ca)  
Shop on-line at [www.qp.alberta.ca](http://www.qp.alberta.ca)

## Copyright and Permission Statement

Alberta Queen's Printer holds copyright on behalf of the Government of Alberta in right of Her Majesty the Queen for all Government of Alberta legislation. Alberta Queen's Printer permits any person to reproduce Alberta's statutes and regulations without seeking permission and without charge, provided due diligence is exercised to ensure the accuracy of the materials produced, and Crown copyright is acknowledged in the following format:

© Alberta Queen's Printer, 20\_\_.\*

\*The year of first publication of the legal materials is to be completed.

### Note

All persons making use of this consolidation are reminded that it has no legislative sanction, that amendments have been embodied for convenience of reference only. The official Statutes and Regulations should be consulted for all purposes of interpreting and applying the law.

### Amendments Not in Force

This consolidation incorporates only those amendments in force on the consolidation date shown on the cover. It does not include the following amendments:

2010 cW-12.2 s120 adds s32.1.

### Regulations

The following is a list of the regulations made under the *Mobile Home Sites Tenancies Act* that are filed as Alberta Regulations under the Regulations Act

	<b>Alta. Reg.</b>	<i>Amendments</i>
<b>Mobile Home Sites Tenancies Act</b>		
Mobile Home Sites		
Tenancies Ministerial .....	54/96 .....	204/2000, 251/2001, 107/2002, 146/2003, 210/2004, 114/2007, 108/2010
Security Deposit Interest Rate .....	190/2004	

# **MOBILE HOME SITES TENANCIES ACT**

## Chapter M-20

### *Table of Contents*

- 1 Interpretation
- 2 Landlord
- 3 Tenant
- 4 Application of Act
- 4.1 Relationship to other Acts
- 5 Crown is bound

### **Part 1 Periodic Tenancies**

- 6 Notice of termination of periodic tenancy
- 7 Termination by landlord
- 8 Notice to terminate monthly tenancy
- 9 Notice to terminate a monthly tenancy not provided for under section 8
- 10 Notice to terminate yearly tenancy
- 11 Form of notice
- 12 Notice not served in sufficient time
- 13 Notice to terminate for specific purposes
- 14 Notice to terminate tenancy of employee
- 15 Monthly tenancy
- 16 Rent increases
- 17 Change in tenancy agreement

### **Part 2 Obligations of Landlords and Tenants**

- 18 Landlord's covenants
- 19 Copy of agreement for tenant

- 20 Notice of landlord
- 21 Inspection report
- 22 Time of expiration or termination
- 23 Disclosure of rules
- 24 Disclosure of fees, etc.
- 25 Tenant's covenants
- 26 Entry onto mobile home site
- 27 Tenant's right to transfer
- 28 Moving mobile homes
- 29 Fees for certain activities

### **Part 3 Remedies of Landlords and Tenants**

- 30 Landlord's remedies
- 31 Repudiation of tenancy
- 32 Termination of tenancy for substantial breach
- 33 Termination of tenancy for damage or assault
- 34 Abandoned goods
- 35 Abandoned mobile home
- 36 Recovery of damages
- 37 Order for possession
- 37.1 Requirements respecting eviction
- 38 Notice of default required
- 39 Tenant's remedies
- 40 Possession unobtainable
- 41 Compensation to tenant
- 42 Frustration of tenancy agreement
- 43 Application for remedy to court
- 44 Landlord's supporting affidavit
- 45 Landlord's affidavit re section 33
- 46 Tenant's supporting affidavit
- 47 Order of court

### **Part 4 Security Deposits**

- 48 Amount of security deposit
- 49 Trust account
- 50 Interest on deposit
- 51 Return of security deposit
- 52 Obligations and rights of new landlord

## **Part 5**

### **The Provincial Court**

- 53** Jurisdiction
- 54** Application of Act
- 55** Commencement of application
- 56** Notice of application
- 57** Hearing of application
- 58** Appeal
- 59** Entering of order

## **Part 6**

### **General**

- 60** Service of notices, etc.
- 61** Satisfaction of service requirement
- 62** Mobile Home Sites Advisory Boards
- 63** Offences and penalties
- 64** Limitation period
- 65** Regulations
- 66** Ministerial regulations
- 67** Application to Court of Queen's Bench
- 68** Transitional

HER MAJESTY, by and with the advice and consent of the  
Legislative Assembly of Alberta, enacts as follows:

#### **Interpretation**

**1(1)** In this Act,

- (a) “common areas” means areas controlled by a landlord and used for access to a mobile home site or for the service or enjoyment of a tenant;
- (b) “council” means
  - (i) the council of a city, town, village, municipal district or Metis settlement,
  - (ii) the Minister responsible for the *Municipal Government Act*, in the case of an improvement district, or

- (iii) the Minister responsible for the *Special Areas Act*, in the case of a special area;
- (c) “court” means
  - (i) the Provincial Court, or
  - (ii) the Court of Queen’s Bench;
- (d) “fixed term tenancy” means a tenancy under a tenancy agreement for a term that ends on a day specified in the agreement;
- (e) “Minister” means the Minister determined under section 16 of the *Government Organization Act* as the Minister responsible for this Act;
- (f) “mobile home” means a structure whether ordinarily equipped with wheels or not, that
  - (i) is constructed or manufactured to be moved from one point to another, and
  - (ii) is intended to be occupied by one or more persons, but does not include a holiday trailer or a recreational vehicle when the holiday trailer or recreational vehicle is being used for bona fide recreational purposes;
- (g) “mobile home park” means a parcel of land that includes not less than 3 mobile home sites rented or held out for rent;
- (h) “mobile home site” means land rented or intended to be rented as a site for the purpose of being occupied by a mobile home where
  - (i) the mobile home is used for residential purposes, and
  - (ii) the owner of the mobile home is not the same person as the owner of the site on which the mobile home is to be located;
- (i) “overholding tenant” means a person who was a tenant of a mobile home site and who does not vacate the mobile home site after the tenancy has expired or been terminated;
- (j) “periodic tenancy” means

- (i) a tenancy under a tenancy agreement that is renewed or continued without notice, and
  - (ii) with respect to a fixed term tenancy that contains a provision allowing for renewal or continuation of the tenancy without notice, that part of the tenancy that arises after the end of the fixed term tenancy;
- (k) “prescribed” means prescribed by regulation;
- (l) “purchase-money security agreement” means an agreement that provides for a purchase-money security interest;
- (m) “purchase-money security interest” means
- (i) a security interest taken or reserved by a seller in a mobile home to secure payment of all or part of its purchase price, or
  - (ii) a security interest that is taken by a person who gives value for the purpose of enabling the debtor to acquire rights in or to a mobile home, to the extent that the value is applied to acquire those rights;
- (n) “rent” means the consideration to be paid by a tenant to a landlord under a tenancy agreement but does not include a security deposit;
- (o) “security deposit” means any money, property or right paid or given by a tenant of a mobile home site to a landlord or to anyone on the landlord’s behalf to be held by or for the landlord as security for the performance of an obligation or the payment of a liability by the tenant or to be returned to the tenant on the happening of a condition;
- (p) “substantial breach” means
- (i) a breach of a covenant specified in section 25, or
  - (ii) a series of breaches of a tenancy agreement, the cumulative effect of which is substantial;
- (q) “subtenancy” means a tenancy created by sublease of the mobile home site;

- (r) “tenancy agreement” means a written, oral or implied agreement to rent a mobile home site and includes a licence to use a mobile home site;
- (s) “tenancy month” means the monthly period on which a tenancy is based whether or not it is a calendar month, and unless otherwise specifically agreed on by the landlord and the tenant, the month is deemed to begin on the day on which rent is payable;
- (t) “tenancy year” means the yearly period on which the tenancy is based whether or not it is a calendar year and, unless otherwise specifically agreed on by the landlord and the tenant, the year is deemed to begin on the day, or the anniversary of the day, on which the tenant first became entitled to possession.

**(2)** For the purposes of this Act, a debtor under a purchase-money security agreement is deemed to own the mobile home.

**(3)** A reference to “tenant” in the following provisions includes a person who was a tenant of a mobile home site, whose tenancy has expired or been terminated and who has vacated the mobile home site:

section 1(1)(o);  
section 21(2), (3), (4);  
section 34;  
section 35;  
section 39;  
section 43;  
section 46;  
section 51;  
section 63(3), (4);  
section 66(1)(a), (f).

RSA 2000 cM-20 s1;2007 c11 s2

### **Landlord**

**2(1)** In this Act, “landlord” in respect of a tenancy that is not a subtenancy means

- (a) the owner and the property manager of the mobile home site and a person who permits the occupation of the mobile home site under a tenancy agreement,
- (b) the successors in title of the owner, and

- (c) a person who is entitled to possession of the mobile home site, other than a tenant, and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act.

**(2)** In this Act, “landlord” in respect of a subtenancy means

- (a) the person entitled to grant the subtenancy of the mobile home site,
- (b) the property manager of the mobile home site of the person referred to in clause (a) and a person who permits the occupation of the mobile home site under the subtenancy,
- (c) the successors in title of the person referred to in clause (a), and
- (d) a person who is entitled to possession of the mobile home site, other than a tenant, and who attempts to enforce any of the rights of a landlord under the subtenancy or this Act.

**(3)** A reference to subtenancy in this section is to a subtenancy that has been made in accordance with the tenancy agreement and this Act.

1992 c22 s3

### **Tenant**

**3(1)** In this Act, “tenant” in respect of a tenancy that is not a subtenancy means

- (a) a person who is permitted to occupy a mobile home site under a tenancy agreement and, if that person dies, the personal representatives and heirs of that person, or
- (b) if the tenancy was assigned in accordance with the tenancy agreement and this Act, a person permitted to occupy the mobile home site under the assignment and, if that person dies, the personal representatives and heirs of that person.

**(2)** In this Act, “tenant” in respect of a subtenancy means

- (a) a person who is permitted to occupy a mobile home site under the subtenancy and, if that person dies, the personal representatives and heirs of that person, or

- (b) if the subtenancy was assigned in accordance with the sublease and this Act, a person permitted to occupy the mobile home site under the assignment and, if that person dies, the personal representatives and heirs of that person.

(3) A reference to subtenancy in this section is to a subtenancy that has been made in accordance with the tenancy agreement and this Act.

1992 c22 s3

#### **Application of Act**

**4(1)** This Act applies only to tenancies of mobile home sites.

(2) If a tenancy is entered into for the purpose of enabling the tenant to operate a mobile home park, this Act

- (a) applies to a subtenancy created by that tenant subletting the mobile home sites located in the mobile home park to the tenant's tenants, and
- (b) does not apply to the tenancy.

(3) Any waiver or release by a tenant of the rights, benefits or protections provided the tenant under this Act is void.

(4) If a tenancy agreement is in writing, the agreement must contain the following statement in print larger than the other print in the agreement:

The tenancy created by this agreement is governed by the *Mobile Home Sites Tenancies Act* and, if there is a conflict between this agreement and the Act, the Act prevails.

1982 cM-18.5 s2;1992 c22 s4

#### **Relationship to other Acts**

**4.1** Notwithstanding anything in this Act, if an order is made pursuant to the *Safer Communities and Neighbourhoods Act* that terminates a tenancy or entitles a landlord to possession of the mobile home site, the tenancy terminates and the landlord regains possession in accordance with the order.

2007 cS-0.5 s65

#### **Crown is bound**

**5** The Crown in right of Alberta is bound by this Act.

1982 cM-18.5 s3

## Part 1 Periodic Tenancies

### Notice of termination of periodic tenancy

**6(1)** A monthly or yearly tenancy may be terminated by either the landlord or the tenant on notice to the other and the notice

- (a) shall be served in sufficient time to give the period of notice required by section 8, 9, 10, 13 or 14, as the case may be, and
- (b) shall meet the requirements of section 11.

**(2)** A tenancy not referred to in subsection (1) that is terminable on notice shall, unless otherwise agreed on, to be terminated as provided by section 11 and the notice shall be served on the landlord or tenant, as the case may be.

**(3)** If a periodic tenancy is for a period of less than one year, that tenancy is for the purposes of terminating the tenancy deemed to be a monthly tenancy.

**(4)** A period of notice required by section 8, 9, 10, 13 or 14 may be modified by a regulation made under section 66(1)(j).

RSA 2000 cM-20 s6;2007 c11 s2

### Termination by landlord

**7(1)** A notice under this Part from a landlord to a tenant to terminate a periodic tenancy is of no effect unless the termination is for one or more of the prescribed reasons or for the reasons set out in section 13 or 14.

**(2)** A landlord who gives a notice under this Part to a tenant to terminate a periodic tenancy for one or more of the prescribed reasons or for the reasons set out in section 13 contravenes this Act if the tenant vacates the mobile home site and the reasons set out in the notice are not carried out within a reasonable time after the termination date set out in the notice.

**(3)** No landlord shall terminate a periodic tenancy for the reason that the tenant

- (a) made an application or filed a statement under this Act, or

- (b) made a complaint, assisted in an investigation or inquiry or gave evidence at a hearing under this Act or the *Public Health Act*.

1992 c22 s6

**Notice to terminate monthly tenancy**

**8(1)** Subject to section 9, a notice to terminate a monthly tenancy must be served

- (a) by a tenant on the tenant's landlord, on or before the first day of a notice period of 2 consecutive tenancy months to be effective on the last day of the notice period, or
- (b) by a landlord on the landlord's tenant, on or before the first day of a notice period of 6 consecutive tenancy months to be effective on the last day of the notice period.

**(2)** Notwithstanding subsection (1)(a), if a person has been a tenant of the landlord for not more than 2 consecutive tenancy months, a notice to terminate a monthly tenancy served by the tenant on the landlord within the first 2 months of the tenancy is effective on the last day of the 4th tenancy month from the commencement of the tenancy.

**(3)** Notwithstanding subsection (1)(b), if a person has been a tenant of the landlord for not more than 6 consecutive tenancy months, a notice to terminate a monthly tenancy served by the landlord on the tenant within the first 6 months of the tenancy is effective on the last day of the 12th tenancy month from the commencement of the tenancy.

1982 cM-18.5 s5;1992 c22 s7

**Notice to terminate a monthly tenancy not provided for under section 8**

**9(1)** This section applies only to

- (a) a tenancy of a mobile home site if the mobile home site is not located in a mobile home park, or
- (b) a subtenancy that is not referred to in section 4(2).

**(2)** A notice to terminate a monthly tenancy must be served

- (a) by a tenant on the tenant's landlord, on or before the first day of a tenancy month to be effective on the last day of the tenancy month, or

- (b) by a landlord on the landlord's tenant, on or before the first day of a notice period of 3 consecutive tenancy months to be effective on the last day of the notice period.

1982 cM-18.5 s6;1992 c22 s8

#### **Notice to terminate yearly tenancy**

**10** A notice to terminate a yearly tenancy must be served

- (a) by a tenant on the tenant's landlord, on or before the 60th day before the last day of any tenancy year, or
- (b) by a landlord on the landlord's tenant, on or before the 180th day before the last day of any tenancy year,

to be effective on the last day of the tenancy year.

1982 cM-18.5 s7

#### **Form of notice**

**11** A notice to terminate a tenancy shall

- (a) be in writing,
- (b) be signed by the person giving the notice or the person's agent,
- (c) in the case of a landlord terminating the tenancy, set out the reasons for which the tenancy is being terminated,
- (d) identify the mobile home site in respect of which the notice is served, and
- (e) state the date on which the tenancy is to terminate.

1982 cM-18.5 s8;1992 c22 s9

#### **Notice not served in sufficient time**

**12(1)** If a notice to terminate a monthly or yearly tenancy is not served in sufficient time to give the period of notice required by section 8(1) or 10, as the case may be, the notice is still effective to terminate

- (a) the monthly tenancy
  - (i) if the notice is served by a tenant on the tenant's landlord, on the last day of the 2nd complete tenancy month following the date on which the notice is served, or

- (ii) if the notice is served by a landlord on the landlord's tenant, on the last day of the first complete notice period of 6 consecutive tenancy months following the date on which the notice is served,

or

- (b) the yearly tenancy
  - (i) if the notice is served before the end of the tenancy year by a tenant on the tenant's landlord, 60 days from the date on which the notice is served, or
  - (ii) if the notice is served before the end of the tenancy year by a landlord on the landlord's tenant, 180 days from the date on which the notice is served.

**(2)** If a notice to terminate a monthly tenancy is not served in sufficient time to give the period of notice required by section 9, the notice is still effective to terminate the monthly tenancy

- (a) if the notice is served by a tenant on the tenant's landlord, on the last day of the first complete tenancy month following the date on which the notice is served, or
- (b) if the notice is served by a landlord on the landlord's tenant, on the last day of the first complete notice period of 3 consecutive tenancy months following the date on which the notice is served.

**(3)** This section does not apply to a notice to terminate under section 13 or 14.

1982 cM-18.5 s9;1992 c22 s10

#### **Notice to terminate for specific purposes**

**13(1)** A landlord may terminate a periodic tenancy of a mobile home site located in a mobile home park by serving a notice of termination on the tenant at least 365 days before the day named in the notice of termination if termination of that tenancy is sought

- (a) for the purpose of obtaining vacant possession of all of the mobile home sites located in that mobile home park in order to use the mobile home sites otherwise than as mobile home sites,
- (b) for the purpose of obtaining vacant possession of the mobile home site in order that the site may be sold as a condominium unit or as part of a condominium unit if a

condominium plan that includes that site is registered or is proposed to be registered in the land titles office, or

- (c) for the purpose of obtaining vacant possession of the mobile home site in order that the site may be sold or leased to a cooperative under the *Cooperatives Act* whose primary purpose is to provide mobile home sites for the use of its members and their families at cost or as nearly at cost as possible.

**(2)** Notwithstanding subsection (1), if the tenancy agreement is terminated by the tenant before the day specified in the notice, the landlord may rent the mobile home site to another tenant for the period remaining until the day specified in the notice, if the landlord gives that tenant notice of the termination date before entering into the tenancy agreement.

RSA 2000 cM-20 s13;2001 cC-28.1 s460;  
2001 c23 s1(13);2011 c13 s6

#### **Notice to terminate tenancy of employee**

**14** If a periodic tenancy has been entered into by reason of the tenant's employment by the landlord and that employment is terminated, either the landlord or the tenant may terminate the tenancy by serving notice on the other party in sufficient time to provide a period of notice of termination of the tenancy that is

- (a) equal to the period of notice of termination of employment required under any law in force in Alberta that is applicable to the tenant's employment,
- (b) equal to the period of notice of termination of employment agreed to by the landlord and the tenant, or
- (c) of 30 days' duration,

whichever period is longest.

1982 cM-18.5 s11

#### **Monthly tenancy**

**15** When, by virtue of the definition of periodic tenancy or by operation of law, the tenancy arising after the end of a prior fixed term tenancy is a periodic tenancy, the periodic tenancy, in the absence of facts showing a contrary intention, is a monthly tenancy.

1982 cM-18.5 s13;1992 c22 s13

**Rent increases**

**16(1)** A landlord shall not increase the rent payable under a tenancy agreement or recover any additional rent resulting from an increase unless the landlord gives to the tenant a written notice of the increase in rent at least 180 days before the date on which the increase is to be effective.

**(2)** If the tenancy agreement provides for a period of notice longer than 180 days, the landlord must give at least that longer period of notice before increasing the rent payable or recovering any additional rent resulting from the increase.

**(3)** A landlord shall not increase the rent payable under a tenancy agreement or recover any additional rent resulting from an increase unless

- (a) 180 days has passed since the commencement of the tenancy, or
- (b) 180 days has passed since the last rent increase.

**(4)** A tenant under a periodic tenancy who receives a notice under this section and who fails to give to the landlord notice of termination effective on or before the date the rent increase is to be effective is deemed to have agreed to the increase of rent.

**(5)** A tenant who pays rent in excess of that permitted by subsections (1), (2) and (3) may recover the excess rent from the landlord by commencing an action in a court.

**(6)** The period of notice required by subsection (1) may be modified by a regulation made under section 66(1)(j).

**(7)** The amount of time between increases in rent required by subsection (3) may be modified by a regulation made under section 66(1)(i).

RSA 2000 cM-20 s16;2007 c11 s2

**Change in tenancy agreement**

**17(1)** This section applies only to a tenancy of a mobile home site if the mobile home site is located in a mobile home park.

**(2)** If a person has been a tenant of a landlord for not more than 12 consecutive tenancy months, any increase in rent or other change in the terms of a tenancy agreement that is imposed by the landlord for the purpose of causing the tenant to terminate the tenant's tenancy agreement is void.

1982 cM-18.5 s15

## Part 2 Obligations of Landlords and Tenants

### Landlord's covenants

**18** The following covenants of the landlord form part of every tenancy agreement:

- (a) that the mobile home site will be available for occupation by the tenant at the beginning of the tenancy;
- (b) that, subject to section 26, neither the landlord nor a person having a claim to the mobile home site under the landlord will in any significant manner disturb the tenant's possession or peaceful enjoyment of the mobile home site;
- (c) that, at the commencement of the tenancy, the mobile home site will be sound and fit;
- (d) that throughout the tenancy the landlord shall take all reasonable steps
  - (i) to maintain the mobile home site sound and fit,
  - (ii) to maintain the common areas habitable and in good repair,
  - (iii) to maintain all electric, plumbing, sanitary, heating, fuel and other facilities supplied by the landlord sound and fit for the purposes for which they are intended,
  - (iv) to provide for, or ensure the provision of means for, the removal or disposal of garbage at reasonable intervals, and
  - (v) to maintain proper access to the mobile home site.

1982 cM-18.5 s16

### Copy of agreement for tenant

**19(1)** If a tenancy agreement is in writing and the tenant has signed and returned the written tenancy agreement to the landlord, the landlord shall, within 21 days after the written tenancy agreement being returned to the landlord, serve on the tenant a copy of the written tenancy agreement signed by the landlord.

- (2) A tenant may withhold payment of rent until the tenant is served with a copy of the tenancy agreement under subsection (1).

1982 cM-18.5 s17

#### **Notice of landlord**

**20(1)** In this section, “notice of landlord” means a notice that sets out the name of one of the persons who falls within the definition of landlord and a street address and postal address in Canada for that person.

(2) This section applies only to mobile home sites located in mobile home parks.

(3) When a tenant enters into a tenancy agreement with a landlord, the landlord shall serve the tenant with a notice of landlord within 7 days after the tenant takes possession of the mobile home site.

(4) A landlord may, instead of complying with subsection (3), post the notice of landlord in a conspicuous place in the common areas.

(5) If the information in the notice of landlord changes, the landlord shall serve the tenant with a new notice with the current information or, if the landlord has posted the notice under subsection (4), post a new notice with the current information.

(6) The landlord who posts a notice of landlord under this section shall take all reasonable steps to ensure that it remains posted.

RSA 2000 cM-20 s20;2009 c7 s9

#### **Inspection report**

**21(1)** When a tenancy is entered into, the landlord and tenant shall, within one week before or after the tenant takes possession of the mobile home site, inspect the site, and the landlord shall provide the tenant with a report of the inspection that describes the condition of the site.

(2) When a tenancy expires or is terminated, the landlord and tenant shall, within one week before or after the tenant gives up possession of the mobile home site, complete an inspection of the site, and the landlord shall provide the tenant with a report of the inspection that describes the condition of the site.

(3) When an inspection is required under subsection (1) or (2) and a mobile home is being moved onto or from the mobile home site, the inspection must be done when the mobile home site is vacant unless the landlord and tenant otherwise agree.

(4) The landlord may complete an inspection under subsection (1) or (2) without the tenant if the tenant has refused to take part in 2 inspections suggested by the landlord to take place

- (a) on different days,
- (b) on days that are not holidays, and
- (c) between 8 a.m. and 8 p.m.

(5) A report must contain the prescribed statements and be signed in accordance with the regulations.

1992 c22 s15

#### **Time of expiration or termination**

**22(1)** Unless the landlord and tenant agree to a different time, a tenancy that expires or is terminated ends at 12 noon on the last day of the tenancy.

(2) This section does not apply to a tenancy terminated by notice under section 33.

1992 c22 s15

#### **Disclosure of rules**

**23(1)** Prior to a person entering into a tenancy agreement with a landlord, the landlord shall disclose in writing to that person all rules concerning the tenancy that exist at the time that the tenancy agreement is entered into.

(2) Subsequent to a tenant entering into a tenancy agreement, a landlord may from time to time make, amend or replace the rules if the rules or the amendment or replacement of the rules is reasonable in the circumstances and intended to

- (a) promote the convenience, safety or welfare of the mobile home site residents;
- (b) preserve the landlord's property from abusive use;
- (c) make a fair distribution of services and facilities held out for the general use of the mobile home site residents.

(3) Rules made, amended or replaced pursuant to subsection (2) are enforceable against the tenant only if

- (a) the rules apply and are applied to all mobile home site tenants of the landlord in a fair manner,

- (b) the rules are sufficiently explicit in their prohibition, direction or limitation of the tenant's conduct so as to fairly inform the tenant of what the tenant must or must not do in order to comply with the rules,
  - (c) reasonable notice in writing of the rules is given to the tenant, and
  - (d) the rules do not substantially modify the tenancy agreement of the tenant.
- (4) Notwithstanding subsection (3)(c), a rule pertaining to the
- (a) safety of mobile home site residents, or
  - (b) use of common areas,
- may be made, amended or replaced by the landlord without notice.

1982 cM-18.5 s18

**Disclosure of fees, etc.**

- 24(1)** Prior to a person entering into a tenancy agreement with a landlord, the landlord shall disclose in writing to that person all fees, charges and assessments payable by that person to the landlord in respect of the tenancy that are in addition to the rent payable.
- (2) Subsequent to a tenant entering into a tenancy agreement, no fees, charges or assessments disclosed under subsection (1) may be increased or additional fees, charges or assessments may be imposed, without written notice being given to the tenant.
- (3) Written notice under subsection (2) shall be given to the tenant at least
- (a) 180 days, in the case of a mobile home site located in a mobile home park, and
  - (b) 90 days, in the case of a mobile home site not located in a mobile home park,
- before the date the increase or addition is to be effective.

1982 cM-18.5 s19

**Tenant's covenants**

- 25** The following covenants of the tenant form part of every tenancy agreement:

- (a) that the rent will be paid when due;
- (b) that the tenant will not in any significant manner interfere with the rights of the landlord on the mobile home site, the common areas or the property of which they form a part;
- (c) that the tenant will not in any significant manner interfere with the rights of other tenants of the landlord;
- (d) that the tenant will not perform illegal acts or carry on an illegal trade, business or occupation on the mobile home site, the common areas or the property of which they form a part;
- (e) that the tenant will not endanger persons or property on the mobile home site, the common areas or the property of which they form a part;
- (f) that the tenant will not do or permit significant damage to the mobile home site, the common areas or the property of which they form a part;
- (g) that the tenant will maintain the mobile home site and any property rented with it in a reasonably clean condition;
- (h) that the tenant will vacate the mobile home site at the expiration or termination of the tenancy.

1982 cM-18.5 s20

**Entry onto mobile home site**

**26(1)** Except as otherwise permitted in this section, no landlord shall enter a mobile home site rented by the landlord without the consent of the tenant or of an adult person lawfully on the mobile home site.

**(2)** A landlord is entitled to enter a mobile home site rented by the landlord without consent or notice if the landlord has reasonable grounds to believe that

- (a) an emergency requires the landlord to enter the mobile home site, or
- (b) the tenant has abandoned the mobile home site.

**(3)** Subject to subsection (4), a landlord is entitled to enter a mobile home site rented by the landlord without consent but after notice to the tenant

- (a) to inspect the state of repair of the mobile home site,
- (b) to make repairs to the mobile home site,
- (c) to show the mobile home site to prospective purchasers or mortgagees of the mobile home site, or
- (d) to show the mobile home site to prospective tenants after a landlord or tenant has served notice of termination of a periodic tenancy or during the last month of a fixed term tenancy.

**(4)** A landlord is not entitled to enter a mobile home site under subsection (3) unless

- (a) the notice is served on the tenant at least 24 hours before the time of entry,
- (b) the entry is made on a day that is not
  - (i) a holiday, except that the landlord may enter on a Sunday if the tenant's day of religious worship is not Sunday and the tenant has provided the landlord with a written notice of that day, or
  - (ii) the tenant's day of religious worship if that day is not Sunday and the tenant has provided the landlord with a written notice of that day,

and

- (c) the entry is between 8 a.m. and 8 p.m.

**(5)** A notice under subsection (3) must

- (a) be in writing,
- (b) be signed by the landlord or the landlord's agent,
- (c) state the reason for the entry, and
- (d) name a date and time of entry that comply with subsection (4).

1982 cM-18.5 s21;1992 c22 s16

**Tenant's right to transfer**

**27(1)** This section, other than subsection (9), applies only to a tenancy of a mobile home site if the mobile home site is located in a mobile home park.

**(2)** A tenant has the right

- (a) to assign or sublet the mobile home site, and
- (b) to sell, lease or otherwise part with the possession of the tenant's mobile home in conjunction with an assignment or subletting of the mobile home site.

**(3)** No landlord shall restrict or interfere with the exercise of a right under subsection (2) except as provided in this section.

**(4)** A tenancy agreement may provide that the exercise of a right under subsection (2) is subject to the landlord's consent.

**(5)** A landlord shall not arbitrarily or unreasonably withhold the giving of the landlord's consent under subsection (4).

**(6)** Unless a contrary intention is expressed in the tenancy agreement, a provision requiring the landlord's consent to the exercise of a right under subsection (2) applies to a subsequent exercise of the same right.

**(7)** If a landlord does not answer a request for the landlord's consent within 15 days from the date the landlord receives notice of the request, the landlord is deemed to have given that consent.

**(8)** A landlord shall not charge or receive a commission or fee, other than the landlord's reasonable expenses actually incurred, in connection with the exercise by a tenant of a right under subsection (2) unless otherwise provided for in a separate written agency agreement that is entered into by the tenant

- (a) subsequent to the tenant entering into the tenancy agreement, and
- (b) at the time that the tenant decides that the tenant wishes to offer the tenant's mobile home for sale or lease or otherwise part with possession of the tenant's mobile home.

**(9)** Nothing in this section prohibits a tenant in respect of a tenancy not referred to in subsection (1) from assigning or subletting the tenant's mobile home site.

1982 cM-18.5 s22;1992 c22 s17

**Moving mobile homes**

**28(1)** Subject to subsection (2), a tenant has the right to bring a mobile home into or remove a mobile home from a mobile home park in whatever manner the tenant sees fit.

**(2)** A tenant who brings a mobile home into or removes a mobile home from a mobile home park shall ensure that it is done in a manner that does not

- (a) unduly disturb the peace and quiet of the park,
  - (b) violate the traffic rules of the park, or
  - (c) create a danger to persons or damage property in the park.
- 1992 c22 s18

**Fees for certain activities**

**29(1)** Subject to subsection (2), a landlord shall not charge or receive from a tenant a commission or fee, other than the landlord's reasonable expenses actually incurred, when a tenant

- (a) brings a mobile home into or removes a mobile home from a mobile home park, or
- (b) installs or removes a mobile home from a mobile home site in a mobile home park.

**(2)** A landlord may charge and receive a commission or fee referred to in subsection (1) if the commission or fee is provided for in a separate written agreement that is entered into by the tenant after the tenant enters into the tenancy agreement.

**(3)** This section does not apply when the tenant is exercising a right under section 27(2).

1992 c22 s18

## **Part 3**

### **Remedies of Landlords and Tenants**

**Landlord's remedies**

**30** If a tenant commits a breach of a tenancy agreement or contravenes this Act, the landlord may apply to a court for one or more of the following remedies:

- (a) recovery of arrears of rent;

- (b) recovery of damages resulting from the breach or contravention;
- (c) recovery of compensation for the use and occupation of the mobile home site by the overholding tenant;
- (d) recovery of possession of the mobile home site from the overholding tenant;
- (e) termination of the tenancy by reason of a substantial breach.

1982 cM-18.5 s24;1992 c22 s19

### **Repudiation of tenancy**

**31(1)** If a tenant by abandonment of the mobile home site or otherwise gives the landlord reasonable grounds to believe that the tenant has repudiated the tenancy agreement, the landlord may either

- (a) accept the repudiation as a termination of the tenancy, or
- (b) refuse to accept the repudiation and continue the tenancy.

**(2)** In the case of a periodic tenancy, for the purposes of subsections (3) and (7), the tenant's acts of repudiation constitute a proper notice effective to terminate the tenancy on the earliest date that the tenant could have terminated the tenancy under this Act.

**(3)** A landlord who accepts the repudiation as a termination of the residential tenancy may recover

- (a) damages resulting from a breach of the tenancy agreement prior to the repudiation, and
- (b) damages for the loss of the benefit of the tenancy agreement
  - (i) in the case of fixed term tenancy, until it would have expired had the landlord not accepted the repudiation, or
  - (ii) in the case of a periodic tenancy, until the termination date.

**(4)** Notwithstanding subsection (3)(b), a landlord shall make reasonable efforts to mitigate the damages for the loss of the benefits of the tenancy agreement.

(5) A landlord who refuses to accept the repudiation and elects to continue the tenancy shall make reasonable efforts to mitigate the tenant's liability for rent under the tenancy agreement.

(6) A landlord who rents the mobile home site to a new tenant in order to mitigate a tenant's liability for rent under a tenancy agreement

- (a) is deemed to have accepted the repudiation of the landlord's previous tenant as terminating that tenancy at the time the new tenancy commences, and
- (b) may recover damages in the same manner as if the landlord had accepted the tenant's repudiation of the tenancy agreement.

(7) Subject to subsection (5), a landlord who refuses to accept the repudiation and elects to continue the tenancy may, so long as the landlord has not rented the mobile home site to a new tenant, recover rent accruing under the tenancy agreement,

- (a) in the case of a fixed term tenancy, until it expires, or
- (b) in the case of a periodic tenancy, until the termination date.

1982 cM-18.5 s25

#### **Termination of tenancy for substantial breach**

**32(1)** If a tenant commits a substantial breach under a tenancy agreement, the landlord may apply to a court to terminate the tenancy or may terminate the tenancy by serving the tenant with a notice at least 14 days before the day that the tenancy is to terminate.

(2) The notice must

- (a) be in writing,
- (b) be signed by the landlord or the landlord's agent,
- (c) set out the reasons for the termination, and
- (d) set out the termination date.

(3) A notice to terminate under this section is ineffective if, before the termination date given in the notice, the tenant

- (a) pays all arrears of rent, if the alleged breach is a failure to pay rent, or
- (b) serves the landlord with a notice in writing objecting to the termination that sets out the tenant's reasons for objecting, if the alleged breach is for grounds other than the failure to pay rent.

1982 cM-18.5 s27;1992 c22 s21

### **Termination of tenancy for damage or assault**

**33(1)** Notwithstanding section 32, if a tenant has

- (a) done or permitted significant damage to the mobile home site, the common areas or the property of which they form a part, or
- (b) physically assaulted the landlord or other tenants,

the landlord may apply to a court to terminate the tenancy or may terminate the tenancy by serving the tenant with a notice at least 48 hours before the time that the tenancy is to terminate.

**(2)** The notice must

- (a) be in writing,
- (b) be signed by the landlord or the landlord's agent,
- (c) set out the reasons for the termination, and
- (d) set out the time and date that the tenancy is to terminate.

**(3)** If a landlord terminates a tenancy by serving a notice under subsection (1) and the tenant has not vacated the mobile home site by the time and date set out in the notice, the landlord may within 5 days after the termination date apply to a court for an order confirming the termination of the tenancy and for any remedy that may be granted under section 30.

**(4)** If the landlord has not applied to a court to confirm the termination of the tenancy within 5 days after the termination date and the tenant has not vacated the mobile home site, the termination of the tenancy by notice of the landlord is ineffective and the tenancy is deemed never to have been terminated by notice of the landlord under this section.

(5) A court may grant an order confirming the termination of the tenancy if satisfied that the tenant has done or permitted damage or committed the assault referred to in subsection (1).

(6) If a court is not satisfied that the tenant has done or permitted damage or committed the assault referred to in subsection (1), the court may declare the termination of the tenancy by notice of the landlord to be ineffective, and the tenancy is deemed never to have been terminated by notice of the landlord under this section.

1992 c22 s22

### **Abandoned goods**

**34(1)** In this section, “abandoned goods” means goods, other than a mobile home, left on premises by a tenant who has

- (a) abandoned the mobile home site, or
- (b) vacated the mobile home site and whose tenancy has expired or been terminated.

(2) A landlord who believes on reasonable grounds that abandoned goods have a total market value of less than the prescribed amount may dispose of the goods.

(3) Notwithstanding that abandoned goods have a value equal to or greater than the prescribed amount, a landlord who on reasonable grounds believes

- (a) that the storage of the goods would be unsanitary or unsafe or would rapidly result in total or substantial depreciation in their market value, or
- (b) that the cost of removing, storing and selling the goods would exceed the proceeds of their sale,

may sell the goods by a means and for a price that the landlord believes is reasonable.

(4) If subsections (2) and (3) do not apply, the landlord

- (a) shall store or arrange for storage of the goods on behalf of the tenant until the expiration of the prescribed period after the date of their abandonment, and
- (b) afterwards may dispose of the goods by public auction or, with the approval of a court, by private sale.

**(5)** If no bid is received for the abandoned goods at a public auction held under subsection (4)(b), the landlord may dispose of the goods.

**(6)** No liability attaches to a person

- (a) making the sale of goods under subsection (3) or (4)(b), or
- (b) disposing of goods under subsection (2) or (5).

**(7)** On abandoned goods being disposed of or sold under this section, the person acquiring the goods on the disposal or sale acquires the tenant's interest in those goods and the tenant's interest in the goods is extinguished.

**(8)** A landlord shall, on payment of the landlord's proper costs of removing and storing the abandoned goods, give up possession of the goods to the tenant or to the person entitled to them.

**(9)** A landlord may apply the proceeds of any sale of abandoned goods

- (a) to the landlord's proper costs of removing, storing and selling the goods, and
- (b) to satisfy the tenant's liabilities to the landlord in respect of the tenancy taking into account any amount that the landlord is entitled to deduct from the tenant's security deposit,

and shall pay the surplus, if any, to the Minister.

**(10)** The liabilities referred to in subsection (9)(b) must be established in accordance with the regulations.

**(11)** The Minister shall retain the surplus on behalf of the tenant for one year and afterwards, if the tenant has not claimed it, pay the surplus into the General Revenue Fund.

**(12)** On payment of the surplus into the General Revenue Fund under subsection (11), the tenant's claim to that surplus is extinguished.

**(13)** This section does not apply to goods on a mobile home site against which a civil enforcement agency executes an order of possession.

**Abandoned mobile home**

**35(1)** A landlord who believes on reasonable grounds that a mobile home has been abandoned on the landlord's property may apply to the Court of Queen's Bench for an order permitting the landlord to do one or both of the following:

- (a) sell or otherwise dispose of the abandoned mobile home;
- (b) remove and store the abandoned mobile home.

**(2)** In making an order under subsection (1), the Court of Queen's Bench may do one or more of the following:

- (a) require the landlord to take those steps as the Court directs to locate the owner of the abandoned mobile home;
- (b) require the landlord to take those steps as the Court directs to notify persons who have claims against the abandoned mobile home if those claims are registered in the Personal Property Registry under the *Personal Property Security Act*;
- (c) give directions with respect to the sale or disposal of the abandoned mobile home;
- (d) give directions with respect to the distribution of the proceeds, if any, received in respect of the sale or disposal of the abandoned mobile home;
- (e) give directions with respect to the removal and storage of the abandoned mobile home;
- (f) give any other directions that the Court considers necessary in the circumstances.

**(3)** An application made to the Court of Queen's Bench

- (a) under subsection (1)(a) shall be made on notice to those persons, if any, as the Court may direct, and
- (b) under subsection (1)(b) may be made ex parte.

**(4)** No liability attaches to a person

- (a) making the sale or disposing of an abandoned mobile home, or
- (b) removing and storing an abandoned mobile home,

as directed by the Court of Queen's Bench.

(5) On an abandoned mobile home being disposed of or sold under this section, the person acquiring the mobile home on the disposal or sale acquires the tenant's interest in the mobile home and the tenant's interest in the mobile home is extinguished.

(6) If, prior to an abandoned mobile home being sold or disposed of, the owner or other person entitled to the mobile home pays to the landlord the landlord's proper costs incurred in respect of the mobile home, including those costs, if any, of removing and storing the mobile home, the landlord shall give up possession of the mobile home to that person unless otherwise directed by an order of the Court of Queen's Bench.

(7) Subject to the order of the Court of Queen's Bench, a landlord may apply the proceeds of any sale of an abandoned mobile home

- (a) to the landlord's proper costs of removing, storing and selling the abandoned mobile home, as the case may be, and
- (b) to satisfy the tenant's liabilities to the landlord in respect of the tenancy taking into account any amount that the landlord is entitled to deduct from the tenant's security deposit.

(8) The liabilities referred to in subsection (7)(b) must be established in accordance with the regulations.

(9) If any proceeds remain after the sale of an abandoned mobile home, those proceeds shall be paid to the Minister by the person holding those proceeds.

(10) The Minister shall retain any proceeds received under subsection (9) on behalf of the tenant for one year and afterwards, if the tenant has not claimed it, pay the surplus into the General Revenue Fund.

(11) On payment of the surplus into the General Revenue Fund under subsection (10), the tenant's claim to that surplus is extinguished.

RSA 2000 cM-20 s35;2006 c23 s54

### **Recovery of damages**

**36** In an application to a court for the recovery of damages resulting from the tenant's breach of the tenant's covenant to

vacate the mobile home site at the expiration or termination of the tenancy, a landlord may recover

- (a) general damages the landlord has suffered resulting from the tenant's failure to vacate the mobile home site, and
- (b) special damages the landlord has suffered resulting from the landlord's liability to a new tenant because of the landlord's failure to deliver possession of the mobile home site to the new tenant, if those damages could reasonably have been foreseen by the tenant as a consequence of the tenant's failure to vacate the mobile home site.

1982 cM-18.5 s31

#### **Order for possession**

**37** An order for recovery of possession of a mobile home site

- (a) shall direct the tenant or overholding tenant to deliver possession of the mobile home site to the landlord by a specified date or within a specified time after service of the order,
- (b) shall include a statement to the effect that a civil enforcement agency has authority, after service of the order has been effected, to evict any occupant of the mobile home site, and
- (c) may be served in a manner provided for by section 60 or in any other manner that the court directs.

RSA 2000 cM-20 s37;2011 c14 s20

#### **Requirements respecting eviction**

**37.1** A civil enforcement agency has authority to evict an occupant from a mobile home site

- (a) only in accordance with an order for recovery of possession, and
- (b) unless the court orders otherwise, only after the civil enforcement agency is satisfied that
  - (i) the order has been served on the tenant or overholding tenant, and

- (ii) an affidavit of service has been filed in the Court of Queen's Bench by the person who has the order for recovery of possession.

2011 c14 s20

**Notice of default required**

**38** If an order for recovery of possession of a mobile home site is stayed while payments are being made in accordance with the order granting the stay, the order for recovery of possession may not, unless the court orders otherwise, subsequently be enforced until notice of default is served on the tenant.

RSA 2000 cM-20 s38;2011 c14 s20

**Tenant's remedies**

**39** If a landlord commits a breach of a tenancy agreement or contravenes this Act, the tenant may apply to a court for one or more of the following remedies:

- (a) recovery of damages resulting from the breach or contravention;
- (b) abatement of rent to the extent that the breach or contravention deprives the tenant of the benefit of the tenancy agreement;
- (c) compensation for the cost of performing the landlord's obligations;
- (d) termination of the tenancy by reason of the breach or contravention if in the opinion of the court the breach or contravention is of such significance that the tenancy should be terminated.

1982 cM-18.5 s34;1992 c22 s28

**Possession unobtainable**

**40** If a landlord breaches the landlord's covenant that the mobile home site will be available for occupation by the tenant at the beginning of the tenancy, the tenant may

- (a) repudiate the tenancy agreement or apply to the Court of Queen's Bench for specific performance of the covenant,
- (b) recover general damages resulting from the breach, and

- (c) recover special damages resulting from the breach if those damages could reasonably have been foreseen by the landlord as a consequence of the breach.

1982 cM-18.5 s35

**Compensation to tenant**

**41** On hearing an application by a tenant for the recovery of damages or for compensation for the cost of performing the landlord's obligations, a court may

- (a) direct that the tenant pay into the court, pending and after disposition of the application, those amounts of rent as they become due that the court considers appropriate, and
- (b) direct that any amount of rent paid into the court be disbursed
  - (i) to the tenant as damages, or
  - (ii) to the landlord, the tenant or a third party, for costs reasonably incurred in performing the landlord's obligations,

and that any remaining amount be paid to the landlord.

1982 cM-18.5 s36

**Frustration of tenancy agreement**

**42(1)** A tenancy agreement is frustrated if

- (a) the mobile home site that is the subject of the agreement is rendered unusable, or
- (b) the mobile home site, the common areas or the property of which they form a part are damaged to such an extent that
  - (i) a reasonable landlord would not repair the damage, or
  - (ii) a reasonable tenant would not be willing to remain as a tenant.

**(2)** The law pertaining to frustration of a contract applies with respect to a tenancy agreement that is frustrated.

1982 cM-18.5 s37

**Application for remedy to court**

**43** If a landlord or tenant applies to a court to obtain a remedy under section 30, 33 or 39, the landlord or tenant shall serve on the other party to the application a notice of the application and a supporting affidavit at least 3 days, exclusive of holidays and Saturdays, or any shorter period of time that the court may approve, before the day named in the notice for the hearing.

1982 cM-18.5 s38;1992 c22 s29

**Landlord's supporting affidavit**

**44** A landlord's application to obtain a remedy under section 30 must be supported by an affidavit setting out the following:

- (a) if a claim is made for the recovery of arrears of rent, the amount of rent in arrears and the time during which it has been in arrears;
- (b) if a claim is made for the recovery of damages resulting from a breach of the tenancy agreement or a contravention of this Act, the details of the breach or contravention and the amount of damages claimed;
- (c) if a claim is made for the recovery of compensation for the use and occupation of a mobile home site by an overholding tenant,
  - (i) the date of the expiration of the tenancy or, if the tenancy was terminated, the method of termination and the effective date of the termination,
  - (ii) the reasons for the tenant's failure to vacate the mobile home site, to the extent known,
  - (iii) the nature of the use and occupation by the overholding tenant, to the extent known,
  - (iv) the rent payable under the prior tenancy agreement, and
  - (v) the amount of compensation claimed;
- (d) if a claim is made for recovery of possession of the mobile home site from an overholding tenant,
  - (i) the date of the expiration of the tenancy or, if the tenancy was terminated, the method of termination and the effective date of the termination, and

- (ii) the reasons for the tenant's failure to vacate the mobile home site, to the extent known;
- (e) if a claim is made for the termination of the tenancy by reason of a substantial breach of the tenancy agreement, the details of the breach and the requested termination date.

1982 cM-18.5 s39;1992 c22 s30

#### **Landlord's affidavit re section 33**

**45** A landlord's application to obtain an order confirming the termination of a tenancy under section 33 shall be supported by an affidavit setting out the following:

- (a) details of the damage or physical assault;
- (b) a copy of the notice to terminate and the time and date it was served.

1992 c22 s31

#### **Tenant's supporting affidavit**

**46** A tenant's application to obtain a remedy under section 39 shall be supported by an affidavit setting out the following:

- (a) if a claim is made for the recovery of damages resulting from a breach of the tenancy agreement or a contravention of this Act, the details of the breach or contravention and the amount of damages claimed;
- (b) if a claim is made for abatement of rent by reason of a breach of a tenancy agreement or a contravention of this Act,
  - (i) the rent payable under the tenancy agreement,
  - (ii) the details of the breach or contravention,
  - (iii) the benefit of the tenancy agreement that the tenant was deprived of, and
  - (iv) the amount of rent abatement claimed;
- (c) if a claim is made for compensation for the cost of performing the landlord's obligations,
  - (i) the rent payable under the tenancy agreement,

- (ii) the details of the breach of the tenancy agreement or of the contravention of this Act,
- (iii) the obligations performed on the landlord's behalf, and
- (iv) the amount of compensation claimed;
- (d) if a claim is made for the termination of the tenancy by reason of a breach of the tenancy agreement or a contravention of this Act, the details of the breach or contravention and the requested termination date.

1982 cM-18.5 s40

**Order of court**

**47** On hearing an application and considering the oral and affidavit evidence submitted, a court may

- (a) make an order granting or denying the remedy in whole or in part, or
- (b) direct a trial to determine an issue that remains unresolved by the evidence submitted.

RSA 2000 cM-20 s47;2009 c53 s117

## **Part 4 Security Deposits**

**Amount of security deposit**

**48(1)** A landlord shall not require a tenant to provide a security deposit that is greater than one month's rent under the tenancy agreement or that is greater than the rent that would be payable for one month under the tenancy agreement if the rent were payable monthly.

**(2)** A landlord shall not require a tenant to pay an increase in a security deposit.

1982 cM-18.5 s42;1992 c22 s32

**Trust account**

**49(1)** A landlord shall deposit each security deposit consisting of money received by the landlord into an interest-bearing trust account at a bank, treasury branch, credit union or trust corporation in Alberta within 2 banking days after receiving the deposit.

- (2) The landlord is the trustee of a security deposit consisting of money on behalf of the tenant who paid it or, if the tenant has assigned the tenancy agreement in accordance with the tenancy agreement and this Act, the assignee.
- (3) The landlord shall deposit only money that is a security deposit in the trust account.
- (4) The landlord shall not invest the money in the trust account except in the prescribed investments.
- (5) The security deposit consisting of money and the trust account are subject to this Act and the regulations and to the provisions of the tenancy agreement respecting security deposits that are not in conflict with this Act or the regulations.

1992 c22 s33

**Interest on deposit**

- 50(1)** Subject to subsection (2), a landlord shall pay annually to the tenant interest calculated at the prescribed rate on a security deposit consisting of money.
- (2) If a security deposit consists of money, a tenant and the tenant's landlord may agree in writing that the interest on the security deposit shall not be paid annually and in that case the interest shall be compounded annually and be paid to the tenant on the termination or expiration of the tenancy.
- (3) A landlord is entitled to retain any interest and profit resulting from the investment of a security deposit in excess of the amount of interest payable to the tenant under this section.
- (4) If a landlord and tenant agree that interest is to be payable under this section at a rate higher than the rate prescribed pursuant to this section, subsections (1), (2) and (3) are deemed to refer to the higher rate.

1982 cM-18.5 s43;1983 c87 s2;1992 c22 s34

**Return of security deposit**

- 51(1)** A landlord who holds a security deposit shall within 10 days after the day that the tenant gave up possession of the mobile home site
- (a) deliver the security deposit to the tenant,
  - (b) if all or part of the security deposit has been deducted in accordance with the conditions agreed to by the tenant,

deliver to the tenant the balance of the deposit, if any, and a statement of account showing the amount of the deposit used, or

- (c) if the landlord is entitled to make a deduction from the security deposit in accordance with the conditions agreed to by the tenant but is unable to determine the correct amount of the deduction, deliver to the tenant the balance of the deposit, if any, that the landlord does not intend to use and an estimated statement of account of the anticipated deduction and within 30 days after the day that the tenant gave up possession of the mobile home site deliver to the tenant the remaining balance of the deposit, if any, and a final statement of account.

(2) If a landlord fails to return all or part of a security deposit to a tenant in accordance with subsection (1), then, whether or not a statement of account was delivered to the tenant, the tenant may commence an action in a court to recover the whole of the deposit or that part of the deposit to which the tenant claims to be entitled.

(3) In proceedings taken under subsection (2), the court

- (a) shall determine the amounts, if any, that the landlord is entitled to deduct from the security deposit in accordance with the conditions agreed to by the tenant, and
- (b) if the deductions so determined are less than the amount of the deposit, shall give judgment in favour of the tenant for the balance.

(4) No deduction may be made from a tenant's security deposit for normal wear and tear to the mobile home site during the period of the tenant's tenancy.

(5) A landlord shall not make a deduction from a tenant's security deposit for damage to the mobile home site unless the requirements respecting inspection reports under section 21 have been met.

(6) In this section, "security deposit" includes any amount owing to the tenant as interest under section 50 at the time of termination or expiration of the tenancy.

1982 cM-18.5 s44;1992 c22 s35

### **Obligations and rights of new landlord**

**52** A person who acquires the interest of a landlord in a mobile home site has the rights and is subject to the obligations of the

previous landlord with respect to a security deposit paid to the previous landlord in respect of the mobile home site.

1982 cM-18.5 s45

## Part 5 The Provincial Court

### Jurisdiction

**53(1)** The Provincial Court has the jurisdiction to grant any remedy or relief under this Act other than

- (a) giving a judgment for debt or damages in excess of the amount prescribed under the *Provincial Court Act*, or
- (b), (c) repealed RSA 2000 c16(Supp) s29,
- (d) granting a relief or remedy required by this Act to be granted in the Court of Queen's Bench.

**(2)** Nothing in this Part prohibits a landlord or a tenant from proceeding under this Act in the Court of Queen's Bench.

RSA 2000 cM-20 s53;RSA 2000 c16(Supp) s29

### Application of Act

**54** The *Provincial Court Act* and the regulations made under that Act, to the extent they are not changed by or provided for in this Act or the regulations under this Act, apply to proceedings before the Provincial Court and to appeals from decisions of the Provincial Court.

RSA 2000 cM-20 s54;RSA 2000 c16(Supp) s29

### Commencement of application

**55** A person wishing to commence an application in the Provincial Court shall file with a clerk of the Provincial Court

- (a) a written notice identifying the mobile home site in respect of which the application is being commenced and setting out the remedy being applied for, and
- (b) an affidavit referred to in section 44 or 46, as the case may be.

1982 cM-18.5 s48

**Notice of application**

**56(1)** On a notice and an affidavit being filed under section 55, a clerk of the Provincial Court shall issue a notice of application stating the time and place at which the application will be heard.

**(2)** A copy of the notice and the affidavit filed under section 55 shall be attached to and form a part of the notice of application issued by a clerk of the Provincial Court.

1982 cM-18.5 s49

**Hearing of application**

**57** On the notice of application issued under section 56 and the documents attached to it being served on the other party to the application, the Provincial Court shall hear the matter in accordance with Part 3.

1982 cM-18.5 s50

**Appeal**

**58(1)** A party to an order made by the Provincial Court may, within 30 days after the order being entered under section 59 and served, appeal the order to the Court of Queen's Bench by way of an application.

**(2)** The party commencing an appeal under this section shall file with the Court of Queen's Bench copies of

- (a) all notices, documents and affidavits filed in the Provincial Court in respect of the application made in the Provincial Court, and
- (b) the order being appealed from.

**(3)** The application and copies of the notices, documents and affidavits filed with the Court of Queen's Bench under subsection (2) shall be served on the other parties to the action at least 3 days, exclusive of holidays and Saturdays, before the day named in the application for the hearing of the application.

**(4)** On hearing the matter, the Court of Queen's Bench may make any order it could have made had the application for the order being appealed from been commenced in the Court of Queen's Bench instead of in the Provincial Court.

**(5)** The commencement of an appeal under this section does not stay the order being appealed except as directed by the Court of Queen's Bench.

RSA 2000 cM-20 s58;2009 c53 s117

**Entering of order**

**59(1)** An order made by the Provincial Court may be entered in the Court of Queen's Bench and on being so entered it is enforceable in the same manner as an order of the Court of Queen's Bench.

**(2)** An order made by the Provincial Court does not take effect until it is entered under subsection (1) and served under section 60 or as directed by the Provincial Court on the other parties to the application other than the party entering the order.

1982 cM-18.5 s52

## **Part 6 General**

**Service of notices, etc.**

**60(1)** Subject to subsections (3), (4) and (5), a notice, order or document under this Act shall be served personally, by registered mail or by certified mail.

**(2)** For the purpose of service by registered mail or certified mail,

- (a) a tenant's address is the address of the mobile home site rented by the tenant, and
- (b) a landlord's address is the address at which rent is payable or the address in the notice served or posted under section 20.

**(3)** If a landlord is unable to serve a tenant by reason of the tenant's absence from the mobile home site or by reason of the tenant evading service, service may be effected

- (a) on any adult person who apparently resides with the tenant, or
- (b) by posting it in a conspicuous place on some part of the mobile home site.

**(4)** This section does not apply to service governed by the rules or practice of a court.

**(5)** If the landlord or tenant is a corporation, a notice, order or document may be served in the manner permitted under section 308 of the *Companies Act*, section 347 of the *Cooperatives Act* or section 256 of the *Business Corporations Act*, as the case may be.

RSA 2000 cM-20 s60;2001 cC-28.1 s460

**Satisfaction of service requirement**

**61(1)** A requirement under this Act to give or serve a notice, order or document to or on the landlord of a mobile home site is satisfied if the notice, order or document is given to or served on one person who falls within the definition of landlord of the site.

**(2)** A requirement under this Act to give or serve a notice, order or document to or on the tenant of a mobile home site is satisfied if the notice, order or document is given to or served on one adult person who falls within the definition of tenant of the site.

1992 c22 s38

**Mobile Home Sites Advisory Boards**

**62(1)** A council may by bylaw establish a Mobile Home Sites Advisory Board and provide for the remuneration of its members and any other matters pertaining to its procedures or incidental to the exercise of its functions.

**(2)** The functions of a Mobile Home Sites Advisory Board are as follows:

- (a) to advise landlords and tenants in tenancy matters respecting mobile home sites;
- (b) to receive complaints and seek to mediate disputes between landlords and tenants of mobile home sites;
- (c) to disseminate information for the purpose of educating and advising landlords and tenants concerning rental practices, rights and remedies;
- (d) to receive and investigate complaints of conduct in contravention of legislation governing tenancies to which this Act applies.

**(3)** Notwithstanding subsection (1), a Landlord and Tenant Advisory Board established under the *Residential Tenancies Act* may, unless otherwise provided for by bylaw of a council, perform the functions of a Mobile Home Sites Advisory Board.

1982 cM-18.5 s54;1991 c18 s50

**Offences and penalties**

**63(1)** A person who contravenes

- (a) section 7(3), 20, 26, 27(3), 48, 49, 50 or 51(1) or (5),
- (b) the regulations, or

(c) an order of a court made under this Act

is guilty of an offence and liable to a fine of not more than \$5000.

**(1.1)** A landlord who fails to give the minimum required period of notice under section 13 when terminating a tenancy for the purposes referred to in section 13(1) is guilty of an offence and liable to a fine of not more than \$10 000.

**(2)** Where a corporation is convicted of an offence, every officer, director, employee or agent of the corporation who authorized the commission of the offence or assented to it or acquiesced or participated in it is also guilty of an offence and is liable to the penalty provided for in subsection (1) or (1.1).

**(3)** A justice who convicts a landlord of contravening section 51(1) or (5) may, on the application of a tenant who is entitled to all or part of a security deposit, order the landlord to pay to the tenant the whole or part of the security deposit together with interest calculated under section 50.

**(4)** If an amount that is ordered to be paid under subsection (3) is not paid within the time ordered by the justice, the tenant may, by filing the order, enter as a judgment in the Court of Queen's Bench the amount ordered to be paid, and that judgment is enforceable against the landlord in the same manner as if it were a judgment rendered against the landlord in the Court of Queen's Bench in civil proceedings.

RSA 2000 cM-20 s63;2007 c11 s2

#### **Limitation period**

**64** No proceedings may be instituted under section 63 more than 12 months after the time when the alleged offence occurred.

1992 c22 s40

#### **Regulations**

**65** The Lieutenant Governor in Council may make regulations

- (a) governing the practice and procedures in matters before the Provincial Court under this Act;
- (b) respecting the rate of interest under section 50(1);
- (c) defining any word that is not defined in this Act for the purposes of this Act and the regulations.

1982 cM-18.5 s56;1983 c87 s3;1992 c22 s41

**Ministerial regulations****66(1)** The Minister may make regulations

- (a) establishing forms that may be used by landlords and tenants for leases, inspection reports, notices of default and other documents under this Act;
- (a.1) prescribing the maximum period of time after a default within which a landlord may serve a tenant with a notice of default and the minimum period of notice that must be provided in the notice of default within which the tenant must vacate the mobile home site;
- (b) respecting the reasons that a landlord may terminate a periodic tenancy under Part 1;
- (c) prescribing the statements to be contained in inspection reports and governing the signing of inspection reports for the purposes of section 21;
- (d) prescribing an amount for the purposes of section 34(2) and (3);
- (e) prescribing a period for the purposes of section 34(4);
- (f) respecting the establishment of the tenant's liabilities for the purposes of sections 34(9) and 35(7);
- (g) respecting trust accounts for security deposits and prescribing the investments permitted for money in the trust accounts;
- (h) prescribing the amount of time between increases in rent for fixed term tenancies;
- (i) modifying the amount of time between increases in rent for periodic tenancies;
- (j) modifying any period of notice required by section 8, 9, 10, 13, 14 or 16(1);
- (k) providing with respect to any provision of this Act, other than a provision referred to in section 63(1)(a) or (1.1), that its contravention constitutes an offence and prescribing penalties in respect of those offences;
- (l) respecting any other matter considered necessary to carry out the intent of this Act.

(2) A regulation made under this section may be made effective with reference to a date before it is made.

(3) Notwithstanding section 3(5) of the *Regulations Act*, a person is deemed to have notice of a regulation made under this section when the regulation is filed with the registrar under the *Regulations Act*.

RSA 2000 cM-20 s66;2007 c11 s2;2011 c14 s20

#### **Application to Court of Queen's Bench**

**67** An application made under this Act to the Court of Queen's Bench must be made in accordance with the *Alberta Rules of Court*.

RSA 2000 cM-20 s67;2009 c53 s117

#### **Transitional**

**68(1)** Subject to this section and section 4, this Act applies to tenancies made before, on or after April 1, 1996.

(2) The following provisions apply only to tenancies made after April 1, 1996:

section 4(4);  
section 21;  
section 49;  
section 51(5).

(3) Nothing in the *Mobile Home Sites Tenancies Amendment Act, 1992*, SA 1992 c22, affects any notice given or proceeding commenced under the *Mobile Home Sites Tenancies Act*, SA 1983 cM-18.5, before April 1, 1996.

1982 cM-18.5 s59;1992 c22 s43