



Province of Alberta

RESIDENTIAL TENANCIES ACT

RESIDENTIAL TENANCIES MINISTERIAL REGULATION

Alberta Regulation 211/2004

With amendments up to and including Alberta Regulation 153/2018

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Office Consolidation

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(Consolidated up to 153/2018)

ALBERTA REGULATION 211/2004

Residential Tenancies Act

RESIDENTIAL TENANCIES MINISTERIAL REGULATION

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Definitions

1 In this Regulation,

- (a) "Act" means the *Residential Tenancies Act*;
- (b) "non-owner landlord", in respect of residential premises, means a person who falls within the definition of landlord in the Act, other than an owner of the premises;
- (c) "security deposit trust account" means a trust account referred to in section 44(1)(a) of the Act for security deposits consisting of money.

Terminations of periodic tenancies

2(1) In this section,

- (a) “major renovations” does not include painting, the replacement of a floor covering or routine maintenance;
- (b) “relative” includes any relative by blood, marriage or adoption or by virtue of an adult interdependent relationship.

(2) For the purposes of section 6(1) of the Act, a landlord may terminate a periodic tenancy for any of the following prescribed reasons:

- (a) if the landlord or a relative of the landlord intends to occupy the residential premises of the tenant;
- (b) if the landlord has entered into an agreement to sell the residential premises of the tenant in which all conditions precedent in the agreement have been satisfied or waived and
 - (i) the purchaser or a relative of the purchaser intends to occupy the premises, or
 - (ii) the agreement is to sell one detached or semi-detached dwelling unit or one condominium unit,and the purchaser requests in writing that the landlord give the tenant a notice to terminate the tenancy;
- (c) if the landlord intends
 - (i) to demolish the building in which the residential premises of the tenant are located, or
 - (ii) to make major renovations to the residential premises of the tenant that require the premises to be unoccupied;
- (d) if the landlord intends to use or rent the residential premises of the tenant for a non-residential purpose;
- (e) in a case where the landlord is an educational institution and the tenant is a student of that institution, if the tenant is no longer a student or will no longer be a student when the notice period for terminating the tenancy has passed.

Modification of notice periods set out in Act

2.1(1) Despite sections 7, 8 and 9 of the Act, a landlord may terminate a periodic tenancy for the reason prescribed in section 2(2)(c)(ii) of this Regulation only if the landlord serves on the

tenant a notice to terminate the tenancy 365 days before the date set out in the notice to terminate.

(2) The reference to “180 days” in section 12(2) of the Act shall be read as a reference to “365 days”.

AR 115/2007 s2

Rent increase

3(1) Despite any agreement, declaration, waiver or statement to the contrary, for the purposes of section 14(4) of the Act, a landlord shall not increase the rent payable by a tenant under a residential tenancy agreement in respect of a periodic tenancy or recover any additional rent resulting from an increase unless at least 365 days has passed since

- (a) the commencement of the tenancy, whether the tenancy commenced before or after the coming into force of this section, or
- (b) the last increase in rent,

whichever is later.

(2) Despite subsection (1), a landlord shall not increase the rent payable by a tenant under a residential tenancy agreement in respect of a periodic tenancy after the landlord has served a notice of termination on the tenant under section 12(2) of the Act or for the reason prescribed in section 2(2)(c)(ii) of this Regulation.

(3) Despite any agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the rent payable by a tenant under a residential tenancy agreement in respect of a fixed term tenancy for a term of one year or more or recover any additional rent resulting from an increase during the term of the tenancy.

(4) Despite any agreement, declaration, waiver or statement to the contrary, a landlord shall not increase the rent payable by a tenant who is occupying the same premises under 2 or more consecutive residential tenancy agreements in respect of fixed term tenancies each for a term of less than one year or recover any additional rent resulting from an increase unless at least 365 days has passed since

- (a) the commencement of the first of those tenancies, whether the first of those tenancies commenced before or after the coming into force of this section, or
- (b) the last increase in rent,

whichever is later.

(5) Despite subsection (4)(b), if the 365th day occurs during the term of a fixed term tenancy, the landlord shall not increase the rent until the expiration of that tenancy.

AR 211/2004 s3;115/2007

Inspection reports

4(1) Each inspection report made under section 19 of the Act must contain statements in accordance with this section and the statements must be signed in accordance with this section.

(2) Each inspection report must contain the following statement:

Inspections should be conducted when the premises are vacant unless the landlord and tenant or their agents otherwise agree.

(3) When an inspection has been conducted by the landlord and the tenant or their agents, the inspection report

(a) must contain the following statement, and the landlord or the landlord's agent must sign the statement:

The inspection of the premises was conducted on (date) by (landlord or landlord's agent) and by (tenant or tenant's agent).

and

(b) must contain both of the following statements, and the tenant or the tenant's agent must sign one of the statements:

(i) I, (name of tenant or tenant's agent), agree that this report fairly represents the condition of the premises.

or

(ii) I, (name of tenant or tenant's agent), disagree that this report fairly represents the condition of the premises for the following reasons:

(4) Where the tenant or the tenant's agent refuses to sign one of the statements set out in subsection (3), the inspection report must contain the following statement, and the landlord or the landlord's agent must sign the statement:

The tenant or tenant's agent present at the inspection refused to sign the tenant's statement.

(5) Where an inspection is conducted by the landlord or the landlord's agent without the tenant or tenant's agent being present,

the inspection report must contain the following statement, and the landlord or the landlord's agent must sign the statement:

The inspection of the premises was conducted on (date) by (landlord or landlord's agent) without the tenant or the tenant's agent being present.

Abandoned goods

5(1) The prescribed amount for the purposes of section 31(2) and (3) of the Act is \$2000.

(2) The prescribed period for the purposes of section 31(4)(a) of the Act is 30 days.

Establishing tenant's liabilities

6(1) In this section, "tenant" includes a person

- (a) who was a tenant of premises,
- (b) whose tenancy has expired or been terminated, and
- (c) who has vacated the premises.

(2) A tenant's liability to a landlord for rent is established for the purposes of section 31(9) of the Act if the landlord

- (a) makes an affidavit that sets out the amount of rent owing by the tenant, and
- (b) mails the affidavit to the last known address of the tenant and provides a copy of the affidavit to the Director of Residential Tenancies appointed under section 55 of the Act.

(3) A tenant's liability to the landlord for damage to the residential premises that have been repaired is established for the purposes of section 31(9) of the Act if the landlord

- (a) makes an affidavit that sets out
 - (i) the damage to the premises,
 - (ii) if the landlord hired someone to repair the damage, the cost of the repairs based on receipts attached to the affidavit as an exhibit, and
 - (iii) if the landlord made the repairs, the cost of the repairs based on receipts for materials attached to the affidavit as an exhibit and a reasonable amount for the landlord's labour,

and

- (b) mails the affidavit to the last known address of the tenant and provides a copy of the affidavit to the Director of Residential Tenancies appointed under section 55 of the Act.

(4) In addition to the methods for establishing a tenant's liability under subsections (2) and (3), any liability of the tenant to a landlord in respect of a tenancy is established for the purposes of section 31(9) of the Act if the landlord obtains a judgment against the tenant.

Trustee of security deposit trust account

7(1) If a residential tenancy agreement is between a non-owner landlord and a tenant, the non-owner landlord is the sole trustee of the money paid by the tenant as a security deposit that is held in a security deposit trust account.

(2) A non-owner landlord of residential premises who, under subsection (1), is the sole trustee of the money in a security deposit trust account shall hold and administer the trust account until the non-owner landlord ceases to be a landlord of those premises.

(3) The owner of residential premises shall not hold and administer a security deposit trust account in respect of those premises if a non-owner landlord of those premises is required under subsection (2) to hold and administer the security deposit trust account.

Investment of security deposit trust account

8 Money in a security deposit trust account may be invested only in deposit receipts, deposit notes, certificates of deposit, bankers acceptances, debt securities issued by the Government of Canada or Alberta and other similar instruments issued by or guaranteed as to principal and interest by a bank, credit union, loan corporation, treasury branch, trust corporation or insurance company authorized to carry on business in Alberta.

Withdrawals from security deposit trust account

9(1) If a landlord is entitled under the Act to the money in a security deposit trust account, the money may be withdrawn from the trust account at the end of the tenancy and transferred to the landlord.

(2) Money that has been withdrawn from the security deposit trust account by a non-owner landlord for the purpose of transferring it to the landlord who is entitled to the money is subject to the terms

of any agreement or trust respecting that money between the non-owner landlord and the landlord entitled to the money.

Trustee Act

10 Sections 3 to 9, 14, 15, 34 and 35 of the *Trustee Act* do not apply to the trustee of a security deposit trust account.

Offence

11(1) The contravention of section 2, 3, 4, 5, 6, 7, 8 or 9 of this Regulation constitutes an offence for the purposes of section 70(1)(1) of the Act.

(2) A landlord who fails to give the minimum required notice under section 11 or 14 of the Act or under section 7, 8, 9 or 12 of the Act as modified by section 2.1 of this Regulation is guilty of an offence and liable to a fine of not more than \$10 000.

(3) A landlord who contravenes section 3 of this Regulation is guilty of an offence and liable to a fine of not more than \$10 000.

AR 211/2004 s11;115/2007

Forms

12 The forms in the Schedule may be used by landlords and tenants.

Repeal

13 The *Residential Tenancies Ministerial Regulation* (AR 229/92) is repealed.

14 Repealed AR 153/2018 s2.

Coming into force

15 This Regulation comes into force on November 1, 2004.

Dated this ____ day of _____, 20 __.

(signature of tenant or tenant's agent)

(print name of tenant or tenant's agent)

(address, including postal code)

(telephone)

Form 3

This notice may be used by a landlord to terminate a tenancy under section 29 of the Act when the tenant commits a substantial breach of the tenancy agreement.

Landlord's Notice to Tenant Termination of Tenancy for Substantial Breach

TO: _____ (name of tenant)

(address, including postal code)

I give you notice that the tenancy between me as landlord and you as tenant for (identify the premises) is terminated on (date). You are required to vacate the premises by (time) on that date. (Section 20 of the *Residential Tenancies Act* states that a tenancy terminates at 12 noon on the last day of the tenancy unless the landlord and tenant agree to a different time.)

The tenancy is being terminated because you have committed the following act(s) which constitutes a substantial breach of our residential tenancy agreement:

Dated this ____ day of _____, 20 __.

(signature of landlord or landlord's agent)

(print name of landlord or landlord's agent)

(address, including postal code)

(telephone)

- This notice must be served on the tenant at least 14 days before the day that the tenancy is to terminate.
- If this notice is for the non-payment of rent, the tenancy will not be terminated if, on or before the termination date specified in this notice, the tenant pays the rent due and any additional rent that has become due under the residential tenancy agreement as of the date of payment.

I give you notice that you are required to vacate (identify the premises) on (date) by (time). You are required to vacate for the following reason:

Dated this ____ day of _____, 20 __.

(signature of landlord or landlord's agent)

(print name of landlord or landlord's agent)

(address, including postal code)

(telephone)

Form 6

This notice may be used by a tenant to terminate a tenancy under section 28 of the Act when the landlord commits a substantial breach of the tenancy agreement and the specified conditions under section 28 have been met.

Tenant's Notice to Landlord Termination of Tenancy for Substantial Breach

TO: _____
(name of landlord)

(address, including postal code)

I give you notice that the tenancy between me as tenant and you as landlord for (identify the premises) is terminated on (date). I will vacate the premises by (time) on that date. (Section 20 of the *Residential Tenancies Act* states that a tenancy terminates at 12 noon on the last day of the tenancy unless the landlord and tenant agree to a different time.)

The tenancy is being terminated because you have committed the following substantial breach:

Dated this ____ day of _____, 20 __.

(signature of tenant or tenant's agent)

(print name of tenant or tenant's agent)

(address, including postal code)

(telephone)

- This notice must be served on the landlord at least 14 days before the day that the tenancy is to terminate.

Form 7

This form must be used by the designated authority to certify that there are grounds to terminate a tenancy under section 47.3 of the Act when the designated authority has

- (a) completed the necessary assessment, and
- (b) is satisfied that, if the tenancy continues, there is a risk to the safety of the tenant, the tenant's dependent child or a protected adult who lives with the tenant.

The notice and certificate included in this form are for use to effect service on the landlord as required by section 47.3(2) of the Act.

Certificate Confirming Grounds to Terminate Tenancy

(Certificate Number: _____)

Section 1 — Tenant Information

Please complete this section for the tenant applying for the certificate

(name of tenant) _____

(address of the tenancy to be terminated, including postal code) _____

- Dependent child(ren) or protected adult(s) reside in the tenants' care.

Section 2 — Additional Tenants' Information

(names of additional tenants) _____

(current address, if known, including postal code) _____

(names of additional tenants) _____

(current address, if known, including postal code) _____

Section 3 — Designated Authority Declaration

By signing my name below I certify that, having completed the assessment of information received from the tenant, I am satisfied that there is a risk to the safety of the tenant, the tenant's dependent child or a protected adult who lives with the tenant if the tenancy continues, and that as such there are grounds to terminate the tenancy identified in section 1.

Dated this ____ day of _____, 20 __.

(signature of designated authority) _____
(print name of designated authority) _____

NOTICE TO LANDLORD

This notice and certificate are valid if served within 90 days after the date on which the designated authority declaration (section 3) was signed.

You may be required to notify the other tenants listed on the certificate that the tenancy will terminate for all the tenants in the premises. However, you and the additional tenants may agree to enter into a new landlord and tenant relationship.

You are required by law to ensure that any information that you receive from or about the tenant named above that is related to this notice and certificate is kept confidential unless you are authorized under the *Termination of Tenancy (Domestic Violence) Regulation* to disclose that information. You can access the Regulation on the website of Alberta Queen's Printer at: <http://www.qp.alberta.ca>.

You may apply to a court or the Residential Tenancy Dispute Resolution Service to set aside a notice to terminate only on the ground that the notice to terminate and the certificate were not properly served as required by section 47.3 of the *Residential Tenancies Act*.

If you have questions about this certificate, please contact the Service Alberta contact centre at 780-427-4088 (Edmonton and area) or 1-877-427-4088 (toll free in Alberta).

AR 211/2004 Sched.;118/2016



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