

# UNDERSTANDING THE RESIDENTIAL TENANCIES ACT (RTA) AND YOUR RIGHTS WITHIN IT

Below is a plain language, bullet point summary consolidating the information covered on Alberta's "Rights and Responsibilities" renting page. It reflects the Residential Tenancies Act (RTA), related regulations, and condominium specific rules, written for easy reference rather than legal wording.

Applies to Alberta (including Calgary). Condominium rentals follow *both* tenancy law and condo law.

## What TENANTS Need to Know (Your Rights & Responsibilities)

### Your Rights

- **Safe and habitable home**
  - » The rental must meet minimum health, safety, and housing standards (heat, plumbing, structure, no hazards) [[open.alberta.ca](https://open.alberta.ca)], [[fsresidential.com](https://fsresidential.com)]
- **Quiet enjoyment**
  - » You have the right to live in your home without unreasonable disturbance from the landlord or others they control [[fsresidential.com](https://fsresidential.com)]
- **Privacy**
  - » Landlords must usually give 24 hours' written notice before entering and can only enter for valid reasons (except emergencies) [[open.alberta.ca](https://open.alberta.ca)]
- **Written tenancy agreement**
  - » You are entitled to a copy of the signed lease agreement [[open.alberta.ca](https://open.alberta.ca)]
- **Limits on rent increases**
  - » Rent can only be increased once every 12 months, and proper written notice is required
  - » Rent cannot increase during a fixed term lease unless the lease specifically allows it [[open.alberta.ca](https://open.alberta.ca)], [[fsresidential.com](https://fsresidential.com)]
- **Security deposit protections**
  - » Maximum deposit: one month's rent
  - » Deposit must earn interest and be returned or accounted for after move out [[open.alberta.ca](https://open.alberta.ca)]
- **Fair move in/move out inspections**
  - » Inspection reports must be completed at the start and end of the tenancy [[open.alberta.ca](https://open.alberta.ca)]
- **Dispute resolution**
  - » You can apply to the Residential Tenancy Dispute Resolution Service (RTDRS) instead of court for many conflicts [[open.alberta.ca](https://open.alberta.ca)]

### Your Responsibilities

- Pay rent in full and on time
- Keep the unit reasonably clean
- Avoid disturbing neighbours
- Prevent damage beyond normal wear and tear
- Report repairs and safety concerns promptly
- Follow the terms of the lease and condo bylaws (if applicable) [[open.alberta.ca](https://open.alberta.ca)]

## What LANDLORDS Need to Know (Your Rights & Responsibilities)

### Your Rights

- Receive rent on time
- Access the rental unit
  - » Proper notice is required except in emergencies [[open.alberta.ca](https://open.alberta.ca)]
- Take part of the security deposit
  - » Only for legitimate damages beyond normal wear and tear, with proper documentation [[open.alberta.ca](https://open.alberta.ca)]
- End a tenancy
  - » Allowed only for legal reasons and with correct notice periods [[open.alberta.ca](https://open.alberta.ca)]
    - » For periodic tenancies:
      - » Monthly tenancies: landlords must provide three full tenancy months' notice
      - » Weekly tenancies: landlords must provide one week's notice
    - » Tenants: must provide one full tenancy month
- Apply to RTDRS
  - » For unpaid rent, damages, or disputes [[open.alberta.ca](https://open.alberta.ca)]

### Your Responsibilities

- Provide a safe, habitable rental
- Complete move in and move out inspection reports
- Return the security deposit (with interest) or provide a valid statement of deductions
- Give proper notice for:
  - » Entry
  - » Rent increases
  - » Ending a tenancy
- Maintain the property and complete necessary repairs
- Follow all requirements under the Residential Tenancies Act and related regulations [[open.alberta.ca](https://open.alberta.ca)]

## What to Know About RENTING A CONDO

Condo rentals are different because two sets of rules apply.

### Laws That Apply

- Residential Tenancies Act (RTA) – the landlord tenant relationship
- Condominium Property Act – the condo corporation and its bylaws [[cplea.ca](https://cplea.ca)]

### Key Points for Tenants & Landlords

- Condo bylaws still apply to tenants
  - » Noise rules, pets, parking, balconies, short term rentals, move in rules, etc. [[cplea.ca](https://cplea.ca)]
- Landlords are responsible
  - » For ensuring tenants receive and follow condo bylaws [[cplea.ca](https://cplea.ca)]

- Condo boards can enforce bylaws against tenants
  - » Fines and enforcement are usually directed to the unit owner, not the tenant [[cplea.ca](https://cplea.ca)]
- Condo move in/move out rules
  - » Booking elevators, paying move fees, or security deposits may be required by the condo corporation [[cplea.ca](https://cplea.ca)]
- Evictions
  - » Must still follow the RTA, even if a bylaw is breached [[open.alberta.ca](https://open.alberta.ca)]

## Helpful Official Resources

- Residential Tenancies Act (RTA) Handbook – Service Alberta [[open.alberta.ca](https://open.alberta.ca)]
- Residential Tenancy Dispute Resolution Service (RTDRS) [[open.alberta.ca](https://open.alberta.ca)]
- Condo law information – CPLEA / CondoLawAlberta [[cplea.ca](https://cplea.ca)]

## Summary of the Residential Tenancies Act (RTA)

Below is a clear, plain language summary of the Alberta Residential Tenancies Act (RTA), organized for tenants, landlords, and a special section on renting to families with pets.

This is a practical summary, not legal advice, and reflects the Act current as of May 15, 2025.

## RIGHTS & RESPONSIBILITIES UNDER ALBERTA'S RESIDENTIAL TENANCIES ACT (RTA)

### SUMMARY FOR TENANTS

#### Your Core Rights

- The Act overrides your lease
  - » Any lease term that removes your rights under the RTA is void, even if you signed it [[Residential Tenancies Act | PDF](#)]
- A safe, habitable home
  - » The landlord must ensure the unit meets minimum health and safety standards throughout the tenancy [[Residential Tenancies Act | PDF](#)]
- Quiet enjoyment
  - » You are entitled to live in the rental without unreasonable interference from the landlord or others they control [[Residential Tenancies Act | PDF](#)]
- Privacy
  - » Landlords generally must give 24 hours' written notice and can only enter between 8 a.m. and 8 p.m., except in emergencies [[Residential Tenancies Act | PDF](#)]
  - » Landlords may enter the premises for:
    - » Repairs/Maintenance
    - » Inspection
    - » Property showing
    - » Ensuring lease compliance
- Protection from illegal eviction
  - » A landlord cannot lock you out or remove you without a court or RTDRS order [[Residential Tenancies Act | PDF](#)]

## Rent & Deposits

- **Rent increases**
  - » Proper written notice is required
  - » Rent cannot increase more than once every 12 months [[Residential Tenancies Act | PDF](#)]
- **Security deposit**
  - » Maximum: one month's rent
  - » Must be placed in an interest bearing trust account. Interest must be paid based on regulated rates
  - » Cannot be used for normal wear and tear [[Residential Tenancies Act | PDF](#)]
- **Prohibited or Limited Charges**
  - » No additional pet deposit beyond one month total
  - » Fees must be clearly stated in the lease
  - » Cannot charge arbitrary penalties outside of lease agreement

## Inspections & Move Out

- **Move in and move out inspection reports are mandatory**
  - » Without proper inspection reports, the landlord cannot keep your deposit for damages [[Residential Tenancies Act | PDF](#)]
- **Deposit return**
  - » Within 10 days (or 30 days if estimates are required) after you move out [[Residential Tenancies Act | PDF](#)]

## Ending a Tenancy

- **Fixed term leases**
  - » End automatically—no notice required unless the lease says otherwise [[Residential Tenancies Act | PDF](#)]
  - » Landlords cannot end a fixed term lease early unless there is a substantial breach, or both parties agree
- **Periodic (month to month) leases**
  - » You must give notice by the required deadline for your tenancy type [[Residential Tenancies Act | PDF](#)]
- **Domestic violence protection**
  - » Alberta law recognizes that personal safety must come before a lease.
  - » The Safer Spaces provision allows tenants experiencing domestic or family violence to end a tenancy early without financial penalty.
  - » You may end a tenancy early with proper notice and a certificate, without penalties [[Residential Tenancies Act | PDF](#)]

## SUMMARY FOR LANDLORDS

### Your Core Rights

- **Right to rent payment**
  - » Rent must be paid on time as agreed
- **Right to enter the premises**
  - » With proper notice, or immediately in emergencies or abandonment situations [[Residential Tenancies Act | PDF](#)]

- **Right to remedies**
  - » You may seek unpaid rent, damages, eviction, or compensation through RTDRS or the courts [[Residential Tenancies Act | PDF](#)]

## Your Legal Responsibilities

- **Provide livable housing**
  - » The unit must comply with minimum housing and health standards at all times [[Residential Tenancies Act | PDF](#)]
- **Inspection reports**
  - » Required at move in and move out, within the timelines set by the Act [[Residential Tenancies Act | PDF](#)]
- **Security deposit rules**
  - » Max one month's rent
  - » No additional or increased deposits allowed during the tenancy
  - » No deductions for normal wear and tear [[Residential Tenancies Act | PDF](#)]
- **Proper notice**
  - » Required for:
    - » Entry
    - » Rent increases
    - » Terminating a periodic tenancy [[Residential Tenancies Act | PDF](#)]
- **Repairs – Timeline and Responsibilities**
  - » Tenants are legally obligated to report health and safety issues as soon as they arise
    - » Failing to report problems promptly can make the tenant liable for worsening damage
  - » Landlords are legally obligated to keep the property habitable and up to code at all times.
    - » Health and Safety Emergencies: If the issue poses an immediate danger (e.g., lack of heat in winter, gas leak, burst pipes, or severe electrical hazards), the landlord must address it immediately
    - » Non-Urgent Maintenance: For less immediate health and safety issues, a common industry expectation is for landlords to respond or begin repairs within 24 to 72 hours
- **No retaliation such as:**
  - » Raising rent after complaint
  - » Threatening eviction
  - » Reducing services
  - » You may not penalize a tenant for asserting their legal rights or filing a complaint [[Residential Tenancies Act | PDF](#)]

## Evictions & Termination

- **Substantial breach:** A substantial breach is a serious violation of the tenancy agreement or the RTA that is significant enough to justify ending a tenancy if it is not fixed. It is more than a minor or one time issue.
- **Flow of Eviction:**
  - » Serve Notice of Termination
    - » Landlord must provide written notice including: reason, termination date/time, and property address
    - » Notice period depends on reason:
      - » 24-hour notice: Serious issues (e.g., major damage, assault); cannot be disputed
      - » 14-day notice: Substantial breach (e.g., repeated late rent, disturbances, unauthorized occupants)

- » Unpaid rent: Notice is void if arrears are paid before termination date; cannot be disputed
- » Other breaches: Tenant may dispute by providing written objection before notice period ends
- » Apply for a Legal Order
  - » If tenant does not vacate or disputes the notice, landlord must apply for an order
  - » Self-help evictions (e.g., changing locks) are illegal
  - » Applications can be made through:
    - » RTDRS (Residential Tenancy Dispute Resolution Service)
    - » Alberta Court of Justice or Court of King's Bench
- » Obtain Order of Possession
  - » A hearing/review takes place
  - » If approved, an Order of Possession is issued specifying when the tenant must leave
- » Enforce the Order
  - » If tenant does not vacate, landlord must use a Civil Enforcement Agency (bailiff)
  - » Only authorized enforcement officers can legally remove the tenant
- Common Examples:
  - » By a Tenant
    - » Repeatedly not paying rent or paying late
    - » Causing significant damage to the property (beyond normal wear and tear)
    - » Putting others at risk to health or safety
    - » Severely disturbing neighbours (ongoing noise, threats, illegal activity)
    - » Unauthorized occupants or pets when explicitly prohibited and ongoing
  - » By a Landlord
    - » Failing to provide safe, habitable housing
    - » Repeatedly violating a tenant's right to quiet enjoyment
    - » Illegal entry or harassment
    - » Retaliating against a tenant for enforcing legal rights
  - » Requires proper written notice and opportunity to correct (in most cases) [[Residential Tenancies Act | PDF](#)]
- Illegal actions
  - » Lockouts, intimidation, or shutting off utilities are prohibited [[Residential Tenancies Act | PDF](#)]

## Special Section: Renting to Families with Pets

**Important:** The RTA does not specifically regulate pets. Pets are governed by lease terms, but *general RTA rules still apply*.

## What Landlords Need to Know

- Pets are allowed or prohibited by contract
  - » You may choose whether to allow pets unless restricted by other legislation (e.g., human rights) [[Residential Tenancies Act | PDF](#)]
- No “pet damage deposit” beyond one month's rent
  - » You cannot collect more than one month's rent total, even if pets are allowed [[Residential Tenancies Act | PDF](#)]

- **Damage vs. wear and tear**
  - » Pet related damage may be deducted only if:
    - » You completed proper inspection reports
    - » The damage is beyond normal wear and tear [[Residential Tenancies Act | PDF](#)]
- **Behavioural issues**
  - » Termination is only allowed if a pet causes a substantial breach (e.g., significant damage or safety risks) [[Residential Tenancies Act | PDF](#)]

## What Tenants (Especially Families) Need to Know

- **Pet permissions must be in writing**
  - » If pets are allowed, ensure the lease clearly states the terms [[Residential Tenancies Act | PDF](#)]
- **You're responsible for damage**
  - » Beyond normal wear and tear, including damage caused by children or pets [[Residential Tenancies Act | PDF](#)]
- **Service and support animals**
  - » Human rights law may override “no pets” rules for:
    - » Service animals
    - » Emotional support (case-dependent)

These may engage human rights obligations, even if a building has a “no pets” rule (this comes from human rights law, not the RTA itself) [[Residential Tenancies Act | PDF](#)]
- **Noise and nuisance still apply**
  - » Pets or children that repeatedly disturb others could constitute a breach [[Residential Tenancies Act | PDF](#)]

## DISPUTE RESOLUTION

- **Both Tenants and landlords may use:**
  - » Residential Tenancy Dispute Resolution Service (RTDRS) or
  - » Court of Justice / Court of King's Bench [[Residential Tenancies Act | PDF](#)]
- Once one party applies to RTDRS, the other party must use the same forum [[Residential Tenancies Act | PDF](#)]

## KEY TAKEAWAYS

- The Residential Tenancies Act cannot be waived
- Deposits, notices, inspections, and privacy rules are strictly regulated
- Pets are a contract issue, but damage rules and deposit limits still apply
- Families with children and pets are protected by general tenancy standards, and sometimes human rights law