

Land Lord & Tenant - Frequently Asked Questions:

How much can a landlord charge for a security deposit?

How do I get my security deposit back?

My landlord won't do repairs to my home. Can I stop paying rent until the place is fixed?

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How much can a landlord charge for a security deposit?

Landlords usually ask tenants for a security deposit, sometimes called a damage deposit. The [***Residential Tenancies Act***](#) limits the maximum amount a landlord may ask for as a security deposit to no more than the equivalent of one month's rent at the time the tenancy starts. The security deposit cannot be increased as rent increases.

How do I get my security deposit back?

You have the right to get the full amount of your security deposit back, plus interest, within 10 days of moving out if you have done no damage beyond normal wear and tear, if the premises have been properly cleaned, and if no rent is owing. Otherwise the landlord can keep part or all of your security deposit to cover the costs.

If the damages exceed the security deposit, the landlord can take you to court for the rest of the money owing. If there are deductions for damages the landlord must pay you the balance of the deposit within the 10 days, with a statement of account that lists all the damages and repair costs and cleaning costs.

Alternatively, the landlord may within the 10 days give you an estimate of the deductions to be made and return any money that won't be used. In this case, you must receive a final statement, plus any money owing, within 30 days after your tenancy ended.

My landlord won't do repairs to my home. Can I stop paying rent until the place is fixed?

No! Not without the Courts' permission. You should also check with the Public Health Inspector about the landlord's obligation to make repairs.

When can a landlord enter the premises I am renting?

A landlord may enter the residential premises at any time with the tenant's consent. Consent can be verbal or written. If the landlord has the tenant's consent, no notice is required.

The landlord may enter the premises without permission and without giving proper notice to the tenant: when the landlord has reason to believe there is an emergency; or when the landlord has reason to believe that the tenant has abandoned the premises.

The landlord may enter the residential premises without permission but only if the landlord has given the tenant a written notice at least 24 hours before the time of entry. The notice has to be in writing, be signed by the landlord or agent and state the reason, date and time of entry. The landlord can give notice to enter to do repairs; to inspect the state of repair of the premises; to take necessary steps to control pests; to show the premises to prospective purchasers, or mortgagees; or to show the premises to prospective tenants after the landlord or tenant has given notice to end a periodic tenancy, or, in the final month of a fixed-term tenancy.

The tenant does not have to be present since the landlord has the right to enter as long as proper notice has been provided.

Why doesn't Alberta set a limit on how much landlords charge for rent?

Experience shows that rent controls are harmful to the rental housing market over the long term. Rent controls discourage development of new rental housing and fewer units are available for rent. Some landlords reduce maintenance of property or provide fewer services as a method of reducing operating costs, therefore buildings start deteriorating.

Are tenants protected against continual rent increases?

Yes. Alberta's tenancy legislation minimizes the impact of rent increases by requiring that six months must pass between increases for monthly tenancies.

The amount of notice required to increase the rent for a month-to-month periodic tenancy is three full tenancy months. Rent increase notices have to be in writing, be dated, state the effective date of the increase and be signed by the landlord. If a notice does not comply with these requirements, it is void. Tenants who pay an increase in rent based on a notice that does not comply with the requirements may recover the amount of the increase, with court approval.

What if I can't afford to pay a rent increase?

A tenant has the right to discuss a rent increase with their landlord if it will be a financial burden.