

Condo Law for Albertans

condolawalberta.ca/owners/renting-selling/renting-your-condo/

If you are thinking of renting out your condominium unit, you will need to become familiar with your rights and responsibilities as a landlord under the *Condominium Property Act* and *Residential Tenancies Act*.

In Alberta, the *Residential Tenancies Act (RTA)* is the law that applies to most owner (landlord) and tenant relationships. It outlines specific rules that both landlords and tenants must follow, and lists the remedies available if those rules are not followed. Additional rules apply under the *Condominium Property Act (CPA)*.



For a complete overview of everything you need to know about your rights and responsibilities as a landlord under the *Residential Tenancies Act*, visit our website [Laws for Landlords and Tenant in Alberta](#) and read [Renting Out Your Condo: Six Things You Need to Know](#).



If you are a tenant interested in renting a condominium unit, you can find important information about your rights and responsibilities in our booklet [Renting a Condominium](#).

Information You Must Give the Condominium Board

If you are planning to rent your condominium unit, you are responsible for providing the condominium board with certain written information. The condominium board cannot prevent you from renting your unit but they are legally entitled to the following information:

- Your intention to rent your unit, including an address where you can be personally served with documents and how much rent you will be charging the tenant.
- The name of the tenant renting the unit. This notice must be provided within 20 days of the tenancy starting.
- When you decide to stop renting your unit. This notice must be provided within 20 days of the tenancy ending.

Security Deposits

The condominium corporation has the right to ask you to provide a security deposit if you are renting your unit. The security deposit is intended to cover any damage to the common property or exclusive use areas caused by your tenant. The security deposit cannot be more than what you are charging for one month's rent.

When you give the condominium board notice that you are no longer renting the unit to a tenant, the board must deliver a statement of account and any unused portion of your common property security deposit to you within 20 days. A statement of account will outline any deductions made by the condominium corporation and why the deductions were made.

In some cases, a condominium board may need additional time to determine how much needs to be deducted from the deposit (i.e. a contractor needs to provide an estimate of costs). If this is the case, the board must provide an estimated statement of account within 20 days and a final statement of account within 60 days.



Landlord Tips:

- You can ask the tenant for a security deposit on your unit but you cannot use this money to pay the condominium corporation's security deposit. You must put the tenant's security deposit money into a trust account within 2 banking days of receiving it. You may also be required to pay interest on the tenant's security deposit. For more information about security deposits, visit [Laws for Landlords and Tenants in Alberta](#).
- Under the Residential Tenancies Act (RTA), you must do written unit move-in and move-out inspection reports with your tenant and ensure both you and the tenant each have a copy of each. You cannot make any deductions from a tenant's security deposit to pay for damage they have done to your unit if you have not completed written move-in and move-out inspection reports. For more information about inspection reports, visit these resources:
 - Laws for Landlords and Tenants in Alberta website
<http://www.landlordandtenant.org/inspection-reports/>
 - Service Alberta RTA Handbook for Landlords & Tenants
http://www.servicealberta.gov.ab.ca/pdf/RTA/RTA_Handbook.pdf



Note: The *Condominium Property Amendment Act* will change the rules around security deposits. This website will be updated when the changes come into force.

Know Your Bylaws

Tenants are required to follow the condominium's bylaws during their tenancy and they should have access to a copy of the bylaws. As a responsible landlord, you should familiarize yourself with the bylaws so that you can properly advise the tenant about the condominium's rules and ensure the lease agreement accurately reflects the bylaws.

For example, if the bylaws do not allow pets in the building, you should ensure the lease agreement has a no pets clause. If your lease agreement states that pets are allowed, that provision is not valid because it violates the bylaws. You could be held responsible if the tenant was a pet owner and was evicted due to your negligence.

Condominium Board's Right to Evict

The *Condominium Property Act* gives the condominium board the power to evict a tenant who has:

- caused damage, other than normal wear and tear, to the common property or any other property of the condominium corporation; or
- violated one of the condominium's bylaws.

After the tenant has committed one of the above acts, the condominium board has to give the tenant written notice to give up possession of the unit. The notice must also be served on the owner of the unit. The owner cannot prevent the condominium board from evicting the tenant.

The tenant must move out by the last day of the month immediately following the month the notice is served. For example, if the notice was served on May 14, the tenant would need to leave by June 30.

If a tenant has received a notice to give up possession but does not move out, the condominium board has the right to make an application in the Court of Queen's Bench for an order requiring the tenant to leave.

Application for Immediate Eviction

There are certain cases where a condominium board can go straight to court and request an immediate eviction order.

A condominium board can make an application for immediate eviction if a tenant:

- has caused or is causing excessive damage to the common property or any other property of the condominium corporation; or
- is a danger to or is intimidating the owners or tenants in the complex.

If such an application is made, the corporation must notify the tenant and owner of the unit. A court hearing will be held where a judge will decide whether to grant an order for the tenant to immediately give up possession of the unit.



Tip for condo boards: If a corporation makes an application for immediate eviction, it must notify the tenant and owner of the unit at least 5 days in advance (not including holidays and Saturdays).

Owners Can Also Evict Tenants

The owner of the condominium unit also has the power to evict if the tenant has committed a substantial breach under the *Residential Tenancies Act*. More information about evictions can be found by visiting [Laws for Landlords and Tenants in Alberta: Eviction Notices](#).

Condominium Contributions (Fees)

If you are planning to rent your condominium unit, the lease should clearly state whether or not the tenant is responsible for paying the [condominium contributions](#). Keep in mind that serious consequences can result if the condominium contributions are not paid..

If you are renting your unit and condominium contributions go unpaid, the condominium corporation can require the tenant to pay the rent to the corporation instead of you to cover the unpaid contributions. If you are at fault for not paying the contributions, you cannot take any actions against the tenant.

Further Resources

[Renting Out Your Condo: Six Things You Need to Know \(PDF\)](#)

[Laws for Landlords and Tenant in Alberta](#): Everything you need to know about renting in Alberta for landlords and tenants.

[Renting a Condominium](#): A guide for tenants interested in renting a condominium.

[RTA Handbook](#): A comprehensive guide on residential tenancies in Alberta, prepared by Service Alberta.

[Consumer Tips](#): Tip sheets related to renting prepared by Service Alberta.

[Ask Maria: Renters Beware](#)

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