

Safety & Security for Tenants

Safety and security issues are important for both landlords and tenants. If you are a tenant in Alberta, there are options under the *Residential Tenancies Act* for dealing with the safety and security of your rental unit.

Locks and Security Devices

CHANGING OR ADDING A LOCK YOURSELF

If you do not feel secure in your rental, talk to your landlord about making it more secure.

If you want to change the lock on your door, you must:

- get your landlord's consent before you change the lock and
- give the landlord a key as soon as you change the lock

Tip: Under the *Residential Tenancies Act (RTA)*, it is an offence to not provide the landlord with new key(s) if you change the locks.

SECURITY DEVICES

You do not need the landlord's permission to install security devices that can only be used from inside the property. For example, you could install a door chain lock or use pieces of wood to ensure that a balcony door or sliding window cannot be opened.

When the tenancy is over, you must either:

- leave the security device behind

For example, you should leave a chain lock behind if it damages the unit when you try to remove it. It then becomes the landlord's property.

- remove the security device but fix any damage because of its removal

For example, if you remove a chain lock, you may have to patch holes and paint. However, the landlord may consider changes to the unit as damage, and they may deduct from your security deposit to cover the repairs.

LANDLORD CHANGING THE LOCKS

Your landlord can change the locks if:

- you agree to it
- the landlord gives you a key as soon as they change the locks
- the landlord has a court order or writ allowing the landlord to change the locks or
- the landlord reasonably believes that you have abandoned the property.

If you have a dispute, your landlord cannot lock you out of the property.

Tip: It is an offence under the *RTA* if your landlord does not give you new key(s) after changing the locks.

KEY DEPOSITS

Your landlord can charge you a key deposit if your lease says so or if you agree to pay it. If the lease says nothing about key deposits, your landlord cannot charge you a new deposit unless you agree. The landlord can only charge you a reasonable amount for a deposit. If you do not want to agree to pay, you do not have to. Your landlord must give you a key anyway.

Landlord Entry

Under the *RTA*, the landlord must allow you to enjoy the premises peacefully. This means they cannot disturb you or let others (such as someone acting on their behalf, like a property manager) disturb you. The *RTA* has rules about when and why a landlord can enter the unit.

Your landlord can enter **without notice** if:

- you consent (agree) to the entry, like when you let your landlord in when they knock
- there is an emergency, such as a water pipe bursting
- you abandoned the premises

Your landlord can enter without your consent if they give you 24-hour written notice. They can only enter between 8:00 a.m. and 8:00 p.m. and not on a holiday or your day of worship (usually Sunday unless you inform them in writing that it's on a different day).

The landlord can enter **with notice** for the following reasons:

- to inspect the property
- to make repairs or control pests
- to show the property to potential buyers or for mortgage inspections
- to show the property to potential renters if the tenancy is ending

Your landlord is not the only person who can enter the unit. If the landlord needs someone else to enter for the above reasons, they can pass this right to others. For example, they can hire a repair person or a realtor to show the unit.

Responsibility for Repairs

The *RTA* does not specify who is responsible for specific repairs, but you should specify this in your lease. That way, you and your landlord can avoid confusion about repairs later. If you are unsure who handles specific repairs, talk to or write to your landlord about it.

Generally, you are responsible for:

- keeping the rental unit clean
- informing the landlord about needed repairs
- not doing or allowing damage to the unit or common property
- following any lease terms about repairs

Generally, the landlord is responsible for:

- ensuring that the unit is move-in ready
- ensuring that the rental unit meets health and housing standards under the *Public Health Act*
- responding to repair requests
- following any lease terms about repairs

If your lease says the landlord can enter any time for repairs, this term is not enforceable. The landlord must give you proper notice to make repairs unless it is an emergency or you consent to their entry.

Protection of Privacy

Landlords must follow Alberta's *Personal Information Protection Act* in collecting, using, and disclosing your personal information. Personal information is identifiable information such as:

- name, address and phone number (if it is unavailable in a public directory)
- business address, number and other contact information
- identification numbers
- credit card numbers and
- financial status and history, including the amount of rent you pay.

For more information, refer to the Office of the Information and Privacy Commissioner of Alberta (OIPC)'s **Landlords and Tenants: Guidance on PIPA**.

Website: oipc.ab.ca

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