

WELCOME!

Tenant Empowerment Basic Course

We are all visitors



Housekeeping

- Washroom Location
- Closest Exits
- Snacks and Drinks
- Breaks
- Cell phones on “vibrate” if you need to take a call then please take it outside the classroom.

What we need to create a

Successful Learning Environment

- Respect
- Safety
- Communication

Today we will be Covering

- Residential Tenancies Act
- Tenant & Landlord Responsibilities
- Required Documentation
- Keys to Being a Good Tenant

Important Points

- A landlord is...
- A tenant is...
- This presentation is not...
- Opinions are not...

Legislation

What is the

Residential Tenancies Act? (RTA)

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- Provincial Legislation
- Explains Rights and Responsibilities
- Protects Landlords and Tenants

Responsibilities of Tenants

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1. Pay rent
2. Be respectful
3. Safe
4. Law abiding
5. Clean / Tidy
6. No damage
7. Follow the rules
8. Honor the terms

Responsibilities of **Landlords**

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1. Ready on time.
2. Notice of Landlord.
3. Peaceful enjoyment.
4. Habitable.
5. Minimum Housing and Health Standards

Are you covered by **The RTA?**

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COVERED:

- Tenancies of residential premises.
 - Most market rentals
- Social housing
- Hotel or motel (≥6 months).
- Separate Secondary “illegal” suites.

Are you covered by **The RTA?**

.....

NO COVERED:

- Commercial.
- Shared with Landlord.
- Hotel or Motel (<6 months).
- Educational institution.
- Nursing home.
- Lodge.
- Supportive living.
- Correctional Institution.
- First Nations Reserve Land.
- Co-op Housing.

Finding Housing

Housing Scams

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“Beautiful 4 bedroom apartment in a very nice part of town. I am eager to \$ 2,000 per calendar month with the first, last and damage deposit of the month’s rent. I live in London, UK to study and I want to rent for a large family . I cannot go back to show the place, but please let me know if you are interested and I can FedEx keys to visit. The place is beautiful and close to everything.”

Housing Scams

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Questions to Ask

- Can I come see it?
- Do you have pictures of the inside?
- Who will handle repairs or inspections?

Edmonton

Housing Supports

For those Experiencing Homelessness or the Precariously Housed

- Homeward Trust:
 - Coordinated Access Team
- Government of Alberta:
 - Navigation Centre
- Bissell Centre
 - Housing Navigators

Application

Application for

Rental Accommodation (1/3)

APPLICATION FOR RENTAL ACCOMMODATION

Personal Information Collection Statement

1. ACCOMMODATION INFORMATION

Type Requested: Apartment Condominium House Other

Bachelor 1 Bedroom 2 Bedroom 3 Bedroom Other

Date Requested: _____ / _____ / _____ Number of Occupants: _____
DAY MONTH YEAR

Application for Rental Accommodation (2/3)

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2. PERSONAL INFORMATION OF APPLICANT

Name: _____
FIRST MIDDLE LAST

Current Address: _____

Phone: Home: _____ Work: _____

Photo Identification Verified

3. EMPLOYMENT INFORMATION OF APPLICANT

Employer: _____ Occupation: _____

Employer Address: _____

Supervisor: _____ Phone: _____

What Landlords

Could ask for when applying (1/2):

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- Name & proof of identity
- Number of people in the unit,
 - their name and current address
- Expected length of tenancy
- Contact information

What Landlords

Could ask for when applying (2/2):

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- References
- Proof of income
- Pet information, if applicable.
- Credit Check*
- Criminal Record Check*

What Landlords

Should not ask for:

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- Marital status
- Credit card number
- Banking history
- Photocopy of ID
- Whether or not applicants smoke



If you are not sure, call PIPA

Lease

Residential

Tenancy Agreement

.....

- Get it in Writing
- Read and Understand before you sign
- Must get a copy within 21 days
- **The agreement must follow the legislation. If it doesn't, the RTA will prevail.**

The Tenancy created by this agreement is governed by the *Residential Tenancies Act*, and if there is a conflict between this agreement and the Act, the Act prevails.

Residential

Tenancy Agreement (1/7)

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RESIDENTIAL TENANCY AGREEMENT

This agreement is made on the _____ day of _____ 20_____ between:

The Landlord:

AND

The Tenant:

Name of Landlord

Name of Tenant

Street Address in Canada

Name of Tenant

Mailing Address in Canada

Name of Tenant

City

Postal Code

Name of Tenant

()

Telephone number

Name of Tenant

Residential

Tenancy Agreement (2/7)

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1. PREMISES

The Landlord agrees to rent to the Tenant the premises at:

_____ for residential use.
Municipal address, including suite number



2. OTHER OCCUPANTS

We agree, that no other occupant, other than listed, will occupy the premises without the written consent of the Landlord:

NAMES: _____

Residential

Tenancy Agreement (3/7)

.....



INITIAL INITIAL

3. TERM OF TENANCY

FIXED TERM:

Beginning on the _____ day of _____, 20_____
and **ending** on the _____ day of _____, 20_____.

OR

MONTHLY PERIODIC:

Beginning on the _____ day of _____, 20_____ and **continuing** monthly until the Landlord or the Tenant ends the tenancy in the manner required pursuant to the *Residential Tenancies Act* and its Regulation. The landlord and the tenant must give written notice. A landlord must have a particular reason to terminate a tenancy.

Residential

Tenancy Agreement (4/7)

.....

4. **CONDITION OF TENANCY**
INITIAL INITIAL

No Smoking **OR** Smoking

No Pets **OR** The following pets _____

5. **SECURITY DEPOSIT**
INITIAL INITIAL

The Tenant has paid to the Landlord a security deposit of \$ _____ on the _____ day of _____, 20____.

Interest will be paid at the expiration or termination of the tenancy as per section 45 of the Residential Tenancies Act. _____

Tenant Signature _____

Residential

Tenancy Agreement (5/7)

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6. INCLUDED IN RENT: (check appropriate items)

Electricity Heat Water Cable TV

Other: _____

The **Tenant** is responsible for any other utilities and services and must pay the appropriate authorities.

Residential

Tenancy Agreement (6/7)

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7. RENT MONTHLY RENT \$ _____

Each Tenant is equally responsible for the payment of the rent.

The Tenant will pay the total rent to the Landlord on the _____ day of each month.

Starting on the _____ day of _____, 20_____ .

• Rent is to be paid in the following manner: _____

If paying by cheque:

• Rent payments must be in the name of: _____

• The rent must be paid to the Landlord at: _____

Residential

Tenancy Agreement (7/7)

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10. APPLIANCES AND FURNISHINGS

INITIAL INITIAL

The Landlord will provide the following:

Refrigerator Stove Dishwasher Washer/Dryer Drapes/Blinds

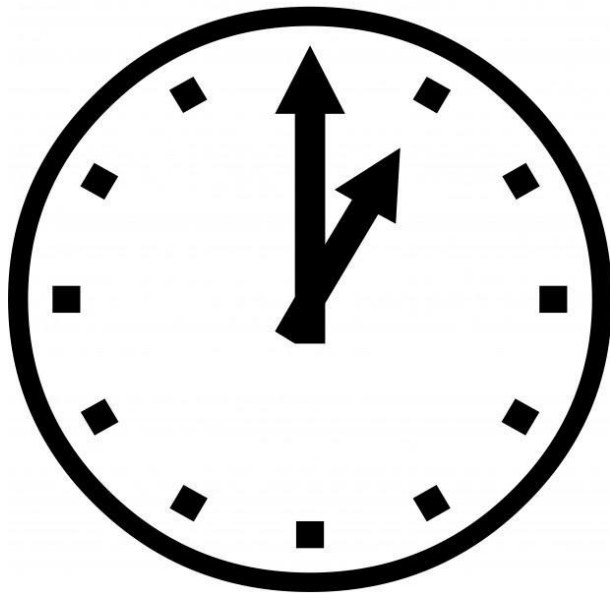
Other: _____

11. INSURANCE

INITIAL INITIAL

The Tenant must insure his or her own property against damage or loss and third party liability.

Break



Fixed Term vs. Periodic Term

What kind of tenancy

Do I have?

.....

Fixed Term:

- Start and end date
- Rent cannot be increased during the term
 - 365 days
 - Between terms
- Tenancy can end or
 - sign another fixed term, or
 - month-to-month

What kind of tenancy

Do I have?

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Periodic (month-to-month):

- No end date
- Rent can only increase every 365 days
 - 3 months notice
 - Written
- Ends when proper, legal notice is given

Reasons a Landlord Can Evict

Fixed or Periodic-Term

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Substantial Breach:

- Pay rent
- Be respectful
- Safe
- Law abiding
- Clean / Tidy
- No damage
- Follow the rules
- Honor the terms

Reasons a Landlord Can Evict

Periodic

.....

No Substantial Breach:

- Owner moving in
- A new owner has requested in writing
 - *After sale
- Demolition (3 months*)
- Commercial Conversion (3 months*)
- Condo Conversion (3 months*)
- Major Renovations (365 days)

Moving in

Inspection Report

[Inspection Report - Hand out](#)

The law says:

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- 2 Inspection Dates.
 - 7 Days before or after
 - 8-8
 - No Holidays
 - Cannot inspect without tenant unless...
- Prescribed Statement
- Signed
- “forwith”

Inspection Report

Improper or Missing Inspections

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- Landlord cannot make deductions for cleaning or damages.
- Landlord can pursue for those costs

You've Moved in Now What?

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3 Keys to being a Good Tenant

1. Pay rent & utilities on time
2. Take care of the property
3. Don't disturb others

Rent & Utilities

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Rent:

- Landlord Determines How and When
 - Receipts
- Due by end of day
- Is either paid or not
 - \$1 or 1 Minute

Utilities:

- Defined by agreement
 - What, when, and how
 - Can be messy

Creating a Budget

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Income (+)

- Include Income from all sources
 - Employment, Social Assistant + Government Benefits, etc.

Expenses (-)

- Rent, Utilities, Food, phone bill, etc.
- Don't forget about transportation

Pay Rent & Utilities on Time

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Different for Everyone

Taxes

Why to File

+18 years old

Access to Government Benefits

Call 211 to find the nearest clinic to you.

- **e4c Make Tax Time Pay - Free Year Round Services - Virtual and In person**
- **Bissell Centre West - In person**

**Don't need your slips*

Being a Good Tenant

Being a Good Tenant

Who is responsible?

.....

Damages

Landlord
Tenant

Pests

Prevention
Response

Cleaning

Wear & Tear

Safety

Fire Safety

Being a Good Tenant

Repairing Damages

Landlord:

- Repairing
 - “reasonable”
- Structural
- Mechanical
- Deficiencies
- Weather - related
- Can charge tenant if...

Being a Good Tenant

Repairing Damages

Tenant:

- Report right away
- Caused by them, guests, or pets
- Due to tenant neglect
- Ignorance is not an excuse
- You can disagree with landlord

Being a Good Tenant

Cleaning

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Landlord

- Pre-move in
- Common areas
- Yard, unless otherwise stated

Being a Good Tenant

Cleaning

.....

Tenant

- Reasonably clean
- Reasonably tidy
- Leave it how you found it
 - Wear and Tear

Being a Good Tenant

What is “Reasonable”?

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What is reasonable (*not a legal definition)

- Feasible given the circumstances, and
- Would be considered appropriate by most reasonable people.

A reasonable person is one who is: "informed, practical and realistic"

Being a Good Tenant

Pest Control Responsibilities

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Tenant

- Keep it reasonably clean
- Keep it reasonably Tidy
- Report any evidence immediately
- Comply with extermination work

Being a Good Tenant

Pest Control Responsibilities

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Landlord

- Follow Alberta Public Health Act
- Hire a Professional
- Respond in a timely manner
- Provide proper entry notices
- Comply with Health Orders
- Not required to disclose unless asked

Being a Good Tenant

Pest Prevention Tips

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- Moving - check it and seal it
- Tidy and clean
- Trash, recycling, and compost
- Report damaged screens, stripping, sealant, or large gaps.
- Ensure screens on windows and doors are closed

Trigger Warning

Images of Pests

Being a Good Tenant

Common Pests

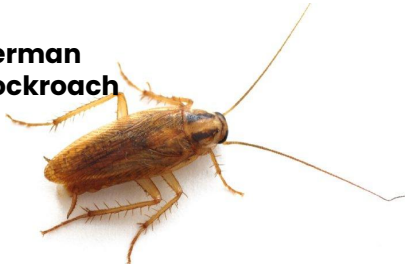
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Common House Mouse

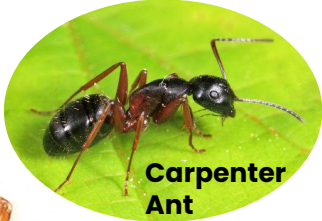


Bed Bug

**German
Cockroach**



Yellow Jacket Wasp



**Carpenter
Ant**



Pharaoh Ant



Wood Ant

Being a Good Tenant

Common Pests

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Larder Beetle

Strawberry Root Weevil



Earwig



Carpet Beetle



Sawtoothed & Merchant Grain Beetles



Sowbug

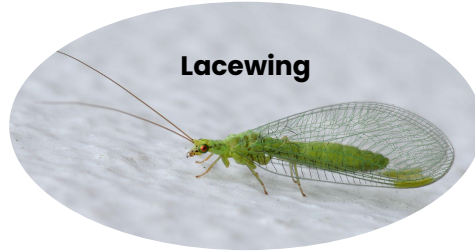
Being a Good Tenant

Common Beneficial Pests

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Orb Weaver Spider



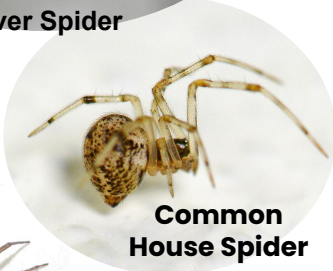
Lacewing



Sweet Bee



Bumblebee



Common House Spider



Lady Bug



Miner Bee



Mason Bee



Long Legged Sac Spider

Being a Good Tenant

Fire Safety – “No Time to Spare”

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Being a Good Tenant

Fire Safety

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- Smoke Alarms
- Use general fire safety precautions
- Windows & Doors open, close, and lock
- Keep walkways clear
- Don't plug too many things (UL and CSA)

Report Issues Right Away!

Being a Good Tenant

*Tenant Insurance

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Landlord can require

- Maintain
 - Can check periodically
- Can set liability amount
- Policies are different, check yours
 - Roommates?

Being a Good Tenant

Don't Disturb Others

- Noise – it's complicated
- Outdoor and common spaces
- Polite and respectful
- Don't do things that prevent others from enjoying their suite
 - Parking
 - Blocking
 - Offensive flags or posters

Dispute Resolution

Dispute Resolution

If Things go Wrong

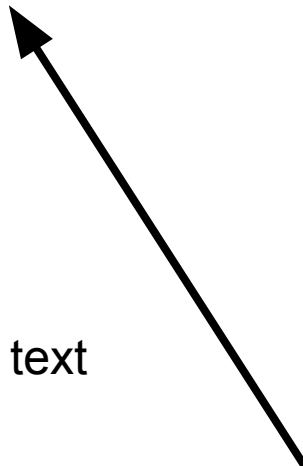
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Dispute
Resolution

Send a letter

Send an email or text

Talk to the landlord informally



Dispute Resolution

RTDRS

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- Part of the legal system
- Overseen by officers, not judges
- Tenants or Landlords can apply
- Application
- Evidence
- Receive and Serve

Follow the Tip Sheet

Thank you!

Next Certificate Training

Dates:

Time:

Location: EPL –

Please fill out the evaluation

