



# Landlords and Tenants

## *Tips to follow during wildfires and the recovery*

### **Rental units damaged by fire**

If you cannot return to the unit because it is destroyed or damaged beyond repair, or damaged to such an extent a reasonable tenant would not be willing to remain in the rental property, the rental agreement could be “frustrated”. This means it is not possible to continue living in the unit due to the extent of the damage to the unit itself or to the common areas. If this is the case, inform your landlord in writing that you are treating the rental agreement as frustrated. If you and your landlord agree that the tenancy is frustrated, you may not have to continue paying rent.

Where the above applies, including an agreement for the non-payment of rent, it is advisable a tenant get written confirmation of this from the landlord. The landlord would also be required to return the security deposit. The tenant should ensure they provide a forwarding address to the landlord.

If the landlord disagrees that the agreement is frustrated and you have stopped paying rent, the landlord can make an application for damages to the Alberta Court of Justice or the Residential Tenancy Dispute Resolution Service (RTDRS) and/or keep some or all of the security deposit. The tenant may make a counterapplication if they believe they are owed monies or make their own application if they believe the landlord should not keep the security deposit.

Both the tenant and landlord should be prepared to provide proof of the condition of the unit.

If a tenant remains in their residential unit after it has sustained damages, the unit must still meet the [Public Health Act Minimum Housing and Health Standards](#) (you can find a link to them on the Health standards and guidelines page on [alberta.ca](#)).

These standards include the residential premises being structurally sound, weatherproof, equipped with potable water, and free of insect or rodent infestations. Complaints about the Minimum Housing and Health Standards can be directed to [Environmental Public Health \(Alberta Health Services\)](#)

### **Cleaning and repair after the fire**

The landlord is responsible for ensuring the unit is in a habitable condition. In most cases, the landlord, or the landlord’s insurance company, will pay for repairs to the unit.

There is no set period for a landlord to repair a rental unit, unless an Environmental Health Officer has inspected the property and issued an order to the landlord. However, landlords should attempt to repair the unit within a reasonable time.

If tenants believe it is taking too long to repair the unit, they can contact Alberta Health Services. They can also make an application to the Alberta Court of Justice or the Residential Tenancy Dispute Resolution Service (RTDRS) to terminate the rental agreement or obtain a rent reduction.

### **Damage to tenant belongings**

Tenants are usually responsible for their belongings. If you have tenant’s insurance, read your policy closely to see what kind of damage is covered and call your insurer with any questions.

### **Paying for alternative accommodations**

Tenants are responsible for the cost of alternate accommodations, unless otherwise stated in their rental agreement. If the tenant has occupant insurance, they should contact their insurance provider to inquire about coverage.

For more information contact the Service Alberta and Red Tape Reduction Contact Centre at: 1-877-427-4088

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## Changing of locks during evacuation

The landlord might have changed the locks to protect the property from looting and was not able to contact the tenant at the time. The landlord must give the tenant a new key or they can be charged under the *Residential Tenancies Act*.

## Security deposit

The landlord cannot use the security deposit to pay for repairs due to fire damage. Security deposits are to cover items within the tenant's responsibility, such as cleaning costs, unpaid rent, or fixing damage beyond normal wear and tear.

## Abandoned goods

If a tenant leaves goods behind valued at \$2,000 or more, they must be placed in storage for at least 30 days, unless it would be unsafe or unsanitary to store the items. If the goods are valued at less than \$2,000, landlords can dispose of them as they see fit; however, in the case of a disaster where tenants had to leave on short notice, landlords may wish to show consideration about disposing items that may have personal value such as photo albums. Landlords are required to keep records for three years. For goods valued at more than \$2,000, landlords should check the [Residential Tenancies Act](#) and [Regulation](#) on alberta.ca for more complete information.

### Additional Resources:

The [Information for landlords and tenants page](#) on alberta.ca contains links to a number of resources related to residential tenancies.

### Service Alberta and Red Tape Reduction

Consumer Contact Centre

Toll-free within Alberta: 1-877-427-4088

Email: [cs@gov.ab.ca](mailto:cs@gov.ab.ca)

### Residential Tenancy Dispute Resolution Service:

<https://www.alberta.ca/residential-tenancy-dispute-resolution-service.aspx>

780-644-3000 (in Edmonton)

310-0000, then 780-644-3000 (toll-free)

**Alberta Health Services - Health Link, phone 811, [albertahealthservices.ca](http://albertahealthservices.ca)**