

Rent Increases effective April 24, 2007
365 days must pass since last rent increase or the start of tenancy,
whichever is later

NEW

Q. Will landlords be limited in how much they can increase the rent?

A. No. The legislation does not include any rental caps.

UPDATED

Q. If a landlord gave a rent increase notice that will take effect after April 24, 2007, is the notice valid?

A. Yes, the rent will increase as per the notice if the tenant continues to rent the premises and as long as there has not been a rent increase within the previous 365 days or since the start of the tenancy, whichever is later.

Effective April 24 rents cannot be increased unless 365 days pass since the last rent increase or the start of the tenancy, whichever is later. Rent can only go up once a year.

At least three months written notice must be given to a tenant to increase the rent for a monthly periodic tenancy.

NEW

Q. If tenants already had a rent increase within the previous 365 days, will landlords have to refund any excess rent that tenants paid because of a rent increase notice effective May 1?

A. Yes, landlords have to refund any overpayments paid by tenants based on these notices. Any notice to increase rent that doesn't comply with the legislation is void and could result in a landlord facing fines of up to \$5,000 per tenant.

UPDATED

Q. If my monthly periodic tenancy started September 1, 2006 and the landlord gave me my first rent increase notice on April 24, will my rent go up on August 1 as per the notice?

A. No, the rent increase notice for August 1 is void. The earliest the rent can be increased is September 1, 2007 after three months written notice.

UPDATED

Q. How soon can the rent be increased if a tenant has a fixed term tenancy that ends May 31?

- A. The landlord and tenant can negotiate a rent increase on June 1 as long as 365 days have passed since the tenant moved in or since the last rent increase, whichever is later.

UPDATED

Q. How soon can the rent be increased if a tenant moved into a unit for a six-month fixed term tenancy and has not had a rent increase?

- A. The landlord and tenant can negotiate a rent increase when 365 days have passed since the tenant moved in or since the last rent increase, whichever is later.

If the six-month fixed term tenancy started on November 1, 2006 (or December 1, January 1, February 1, March 1 or April 1), the earliest that rent can be increased is November 1, 2007 (or December 1, January 1, February 1, March 1 or April 1).

UPDATED

Q. What if a fixed term tenancy agreement has a clause that states the rent will automatically increase on a date during the fixed term contract?

- A. The rent cannot be increased unless 365 days have passed since the tenant moved in or since the last rent increase, whichever is later. If the 365th day occurs during the term of a fixed term tenancy, the landlord cannot increase the rent until the tenancy agreement ends.

Q. What if rent causes a financial hardship?

- A. If rent causes a financial hardship, tenants can contact Municipal Affairs and Housing at (780) 422-0122 to inquire about the Rent Supplement Program. If you are calling from outside the Edmonton dialing area, phone 310-0000 toll-free and follow the instructions.

UPDATED

Q. What are the penalties if a landlord fails to abide by the temporary notice periods?

- A. Landlords who fail to abide by these notice periods are guilty of an offence and liable to a fine of up to \$5,000 for each offence.

Major renovation notices effective April 24, 2007
Changed three months notice to at least 365 days notice

Q. If a landlord gave a termination notice on February 1, (March 1 or April 1) for the tenant to move out on May 1, (June 1 or July 1) so the landlord can do major renovations, does the tenant have to move out as scheduled?

A. Yes, the tenant will have to move out as these notices were given before the April 24, 2007 legislation changes.

UPDATED

Q. If a landlord gave a termination notice on or after April 24 for the tenant to move out on August 1, to do major renovations, does the tenant have to move out as scheduled?

A. No, the major renovations termination notice for August 1 is ineffective. On or after April 24, 2007, landlords have to provide at least 365 days termination notice to complete major renovations for periodic tenancies. Fixed term tenancies expire on the date specified in the tenancy agreement.

NEW

Q. Can a landlord increase the rent during the notice period for a major renovation?

A. No. Landlords cannot increase the rent after they give a termination notice so major repairs can be completed.

UPDATED

Q. What are the penalties if a landlord fails to abide by the temporary notice periods?

A. Landlords who fail to abide by these notice periods are guilty of an offence and liable to a fine of up to \$5,000 for each offence.

Condo conversion notices effective April 24, 2007
Changed 180 day notice to at least 365 days

Q. If a landlord gave a termination notice on February 1, (March 1 or April 1) for the tenant to move out on August 1, (September 1 or October 1) because the building is being converted to condominiums, does the tenant have to move out as scheduled?

- A. Yes, the tenant will have to move out as these notices were given before the April 24, 2007 legislation changes.

UPDATED

Q. If a landlord gave a termination notice on April 24 for a tenant to move out on November 1 for a condominium conversion, does the tenant have to move out as scheduled?

- A. No, the condominium conversion termination notice for November 1 is ineffective. On or after April 24, 2007, landlords have to provide at least 365 days termination notice to convert to condominiums for periodic tenancies. Fixed term tenancies expire on the date specified in the tenancy agreement.

NEW

Q. Can a landlord increase the rent during the notice period for a condominium conversion?

- A. No. Landlords cannot increase the rent after they give a termination notice to convert the building to condominiums.

UPDATED

Q. What are the penalties if a landlord fails to abide by the temporary notice periods?

- A. Landlords who fail to abide by these notice periods are guilty of an offence and liable to a fine of up to \$5,000 for each offence.