

1975 Bill 215
(Second Session)

First Session, 18th Legislature, 24 Elizabeth II

THE LEGISLATIVE ASSEMBLY OF ALBERTA

BILL 215

THE LANDLORD AND TENANT AMENDMENT ACT, 1975 (No. 2)

MR. GHITTER

First Reading

Second Reading

Third Reading

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THE LANDLORD AND TENANT AMENDMENT ACT, 1975 (No. 2)

(Assented to , 1975)

HER MAJESTY, by and with the advice and consent of the Legislative Assembly of Alberta, enacts as follows:

- 1. The Landlord and Tenant Act is hereby amended.*
- 2. Section 7 is amended by adding the following:*

(3) Where a landlord gives to a tenant a notice of termination of a tenancy agreement, the tenant may, not later than five days from the date of receiving notice, give to the landlord a notice demanding reasons and particulars respecting the termination of a tenancy agreement.

(4) The landlord shall give to the tenant, not later than two days from the date the landlord has given a notice under subsection (3), written reasons and particulars respecting the termination of the tenancy agreement.

- (5) (a) Where a tenant is given a notice of termination, he may give to the Landlord and Tenant Advisory Board not less than ten days before the termination date specified in the notice of termination, a notice of dispute in the form and manner prescribed in the regulations.
- (b) Upon receipt of a notice of dispute under the preceding section, and after such investigation and hearing as the Landlord and Tenant Advisory Board considers necessary, the Landlord and Tenant Advisory Board shall set aside the notice of termination unless it is of the opinion that
 - (i) a notice of termination was given in respect of unpaid rent, or
 - (ii) the tenant failed to comply with an order of the Court with respect to his occupation of the residential premises, or

- (iii) the conduct of the tenant, or person permitted in the residential premises by him, is such that the quiet enjoyment of other tenants in the residential building is disturbed, or
- (iv) occupancy by the tenant is resulting in, or has resulted in, the residential premises being damaged to an extent that exceeds reasonable wear and tear, or
- (v) the landlord bona fide requires the residential premises for the purpose of occupation by himself, his spouse or child, or his or his spouse's parent, or
- (vi) the landlord intends to demolish the residential premises or convert them into a condominium or unit in a co-operative corporation, or
- (vii) the tenant fails to give, within thirty days of the date he enters into a tenancy agreement, a security deposit required to be made under the tenancy agreement, or
- (viii) the tenant knowingly misrepresents the residential premises to a prospective tenant or purchaser of the residential premises or residential building, or
- (ix) the tenancy agreement
 - (A) is, in respect of residential premises, in a hotel, motel, or other similar transient or recreational premises and
 - (B) clearly specifies that the term of the tenancy agreement is an "off-season period", and the date upon which the period expires is the proposed date of termination of of the tenancy, or
- (x) the residential premises were not at the time the tenancy agreement was entered into ordinarily occupied by a person under the age of nineteen, and were after that time ordinarily occupied by a greater number of persons under the age of nineteen than permitted by an express limitation in the tenancy agreement, or
- (xi) the safety or other bona fide and lawful right or interest of the landlord or other tenant in the residential building is or has been seriously impaired by an act or omission of the tenant or a person permitted in the residential premises by him, or
- (xii) the notice of termination was given in respect of caretaker's premises, or
- (xiii) the tenant was an employee of an employer who provided the tenant with residential

premises during his employment, and his employment is terminated, or

- (xiv) the number of persons ordinarily occupying the residential premises is unreasonable.

(6) Where the Landlord and Tenant Advisory Board sets aside a notice of termination under (5), the notice of termination is void and unenforceable.

(7) Where a landlord or tenant alleges that the Landlord and Tenant Advisory Board erred upon

- (a) a point of law or question of jurisdiction, or
- (b) a finding of fact necessary to establish the Landlord and Tenant Advisory Board's jurisdiction that is manifestly incorrect,

a judge of the district court in whose jurisdiction the residential premises are situated shall, upon application, review the order, direction, decision or determination of the Landlord and Tenant Advisory Board and may dismiss an application or may affirm, reverse or vary the order, direction, decision or determination of the Landlord and Tenant Advisory Board.

(8) No application shall be made to a district court judge more than fifteen days after the date of the order, direction, decision or determination of the Landlord and Tenant Advisory Board.

3. Section 10 is hereby struck out and the following substituted therefor:

10. (1) Where a tenant, after his tenancy has expired or has been terminated, does not go out of possession of the premises held by him, the landlord may, on twenty-four hours notice apply to the Landlord and Tenant Advisory Board for an order for possession.

(2) The application of the landlord shall be supported by an affidavit

- (a) setting forth the terms of the tenancy,
- (b) providing the expiration or termination of the tenancy,
- (c) stating the failure of the tenant to delivery up possession and the reasons given for the failure, if any were given, and
- (d) stating any other relevant facts.

4. Section 11 is struck out and the following substituted:

11. (1) The landlord in addition to the rights granted to him pursuant to Section 10 hereof, may proceed by originating notice of motion to the Supreme Court of Alberta, for an order for judgment for a claim for arrears of rent or for compensation for use and occupation of the premises by the tenant after the expiration or termination of the tenancy.

(2) Where a claim is made under subsection (1) the landlord shall in the supporting affidavit disclose the following:

- (a) the terms of the tenancy,
- (b) proof of the expiration or termination of the tenancy,
- (c) the failure of the tenant to deliver up possession and the reasons given for the failure, if any were given,
- (d) where claim is made for rent, the amount of rent in arrears and the time during which it has been in arrears, and
- (e) where a claim is made for compensation, particulars of the use made of the premises after the expiration or termination of the tenancy so far as is known.

5. Section 12 is amended by striking out subsection (1) (a) and relettering subsections (1)(b), (1)(c) and (1)(d) to read (1)(a), (1)(b) and (1)(c) respectively.

6. Section 13 is amended by striking out the words, "Section 12" and by substituting therefor, "Section 10".

7. Section 21 is amended by adding the following:

(3) No notice of increase in rent is valid if such increase is to commence on a date other than the first day of March or the first day of October in any year.

8. Section 22 is amended

(a) by adding the following clauses to subsection (2) after clause (d):

- (e) to receive a notice of dispute, investigate, hear and confirm or set aside the notice of termination under Section 7;
- (f) to grant or deny an order for possession under such terms and conditions as it may deem advisable pursuant to Section 10 hereof.

(b) by adding the words, "and powers" after the word, "functions", in subsection (2).

9. This Act comes into force on the day upon which it is assented to.