

Evicting a Tenant in Alberta

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When a tenant in Alberta signs a lease, they become bound by its terms for an allotted period of time. Among other [key aspects of the lease agreement](#), the tenant pledges to:

- Pay rent when it's due.
- Not cause excessive property damage.
- Take care of the property by ensuring it's clean and sanitary.
- Not do any illegal activities within the premises.
- Not interfere with the rights of the landlord and any fellow tenants.

If a tenant fails to do any of these things, as a landlord, you have a right to end their tenancy. It's difficult, especially if you're [a first-time landlord](#), but sometimes necessary. The Alberta landlord-tenant law is clear on the process that must be followed when evicting tenants.

The Eviction Process in Alberta

To evict a tenant in Alberta, you'll first need to have a legal cause such as those aforementioned. You cannot evict a tenant just because you dislike them, for instance. Next, you must notify the tenant in writing.

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The 14-Days' Eviction Notice

You can send this notice to a tenant that causes repeated lease violations. For example, disturbing the peace and quiet of other tenants by hosting large, noisy parties.

The 14-days' eviction notice essentially gives the tenant 14 days to move out of the property. The tenant, unlike in the case of nonpayment of rent, has no other option but to move out during that period of time.

The tenant has 14 days to leave the property. For example, if you serve it to your tenant on the 5th of August, then the notice will become effective on 20th August and they must have moved out by then. The first day doesn't count as that is the date that you are notifying your tenant.



The following are the conditions that the notice must meet. It must:

- Be in writing.
- Indicate the property's address.
- Have the landlord's signature.
- Indicate the reason for the lease termination.
- State when the lease will come to an end.
- Show the rent amount owed, if any.
- Indicate how much rent the tenant will owe for the notice period.

If you are terminating the lease for non-payment of rent, then you must also state that the lease will not be terminated if the tenant pays the rent owed within the notice period.

Tenant's Objection to the 14-Days' Eviction Notice

Your tenant has the right to object to a 14-days eviction notice. They must write an objection notice and state in the notice their reasons for doing so. They must then send it to you as their landlord before the fourteen days of the eviction notice are over.

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Your tenant must send the objection notice through either of two options. One, by sending it through certified or registered mail. Or two, by taking it to you or your agent in person. If, however, either of those two options doesn't work, then your tenant has an option to send the notice electronically.

Among the various lease violations tenants can object to, they cannot object to eviction due to non-payment of rent. The only option they have in the case of unpaid rent is to pay the rent owed.



The fourteen days' eviction notice becomes null and void once a landlord receives the objection notice. Upon receiving the objection notice, you can do two things as a landlord.

One, you may choose to do nothing and let your tenant continue living in their property. Or two, you may continue with the eviction process by applying to either the [Provincial Civil Court](#) or the [Residential Tenancy Dispute Resolution Service](#).

If you choose to fight your tenant's objection, you will then have to send new documents to the tenant.

The 24-Hours' Notice to Terminate a Lease

You can serve your tenant this type of notice for three reasons. These reasons are if the tenant has caused significant damage to the property, if they have assaulted you, or if they have threatened to assault you or another tenant.

Just like the 14-days' notice, the [24 hours' notice to terminate a lease](#) must meet certain conditions. It must:

- Be in writing.
- Have the property's address on it.
- Contain your signature.
- State the reason for the termination.
- State when the lease will come to an end.

will need to seek the court's help to have them removed within 10 days.

If you do not apply for the court order within the 10 days, they forfeit their right to remove your tenant from the property.

Preparation & Documentation during the Eviction Process

Whether you choose to go to court or the Residential Tenancy Dispute Resolution Service, it's important to be prepared.

Gather as much evidence as possible to help back up your claims. That should include:



- A copy of the lease agreement
- Copies of any correspondence between you and your tenant
- Copies of the eviction notices and/or written notices

Failure to have the proper preparation and documentation is where most landlords stumble and see their evictions delayed or even rejected. You should begin collecting your documentation should before you even consider evicting your tenant.

Keep all records, whether they are emails, texts, exchanges on social media, registered mails, or even letters you may have slipped under their door. Where you spoke with your tenant on the phone, try as much as possible to recap the details and have the conversation in writing.

Doing this helps you create a clear record that you did everything possible to resolve the situation with your tenant.

In the instance of excessive property damage from a tenant, make sure you have pictures of both before and after the repairs. In addition, keep all records of any costs you incurred repairing the damages.

What You Shouldn't Do When Evicting a Tenant in Alberta

If you want the eviction to succeed, then the following are some of the things to avoid.

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- Failing to uphold your obligations as a landlord to your tenant.
- Cutting power or heating to your tenant's unit.
- Removing any of your tenant's belongings from the property.
- Threatening your tenant in any way.
- Blocking your tenant from accessing the property by changing the locks or other.

If you have specific questions, you should hire the services of a qualified Alberta attorney. Alternatively, seek help from a professional property management company like [Real Canadian Property Management Solutions](#).



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