

SECURITY - KEYS & LOCKS



STATUTORY REFERENCES

Residential Tenancies Act (RTA) sections:

- 1(1)(f) landlord definition
- 1(1)(h) overholding tenant definition
- 1(1)(l) residential premises definition
- 1(1)(m) residential tenancy agreement definition
- 1(1)(t) tenant definition
- 1(2) reference to tenant
- 16 landlord's covenants (obligations)
- 23 entry of premises
- 24 locks and security devices
- 31 abandoned goods
- 34 order for recovery of possession
- 34.1 requirements respecting eviction

There are no sections in the Regulations relating directly to security - keys and locks.

GUIDELINES

At the beginning of a tenancy, the landlord has to give the tenant a key for the residential premises, main doors, mail box and any other common areas, such as recreational or laundry rooms that the tenant has the right to access. The tenant **must** return all the keys at the end of the tenancy, including any extra keys the tenant had cut at their own expense. This helps keep the premises secure.

The RTA says that a landlord or a tenant shall **not** change or add to the locks on doors to the residential premises without the agreement of the other party. The agreement can be verbal or in writing.

However, the RTA also includes a provision that allows a landlord to change or add to the locks on doors giving access to the residential premises as long as the landlord gives a key to the tenant as soon as the change is made.

If a landlord consents to a tenant's request to change or add to the locks, the tenant has to give the landlord a key as soon as the change or addition is made.

A tenant is allowed to install a security device, such as a chain lock, that can only be used when the tenant is inside the residential premises. If the tenant adds this kind of security device, the tenant can do the following when the tenancy ends:

1. Leave the device installed and it becomes the property of the landlord, or
2. Remove the device and repair any holes in the door and the door frame. If damage occurs due to the installation of the device, the tenant is responsible for the repairs.

Tenants are responsible for any damage or disturbance that is caused by the people who use the tenants' keys to enter the residential premises.

If the tenant fails to return the keys at the end of a tenancy, the landlord may change the lock and charge the tenant for the cost of the change.

PRACTICAL APPLICATIONS

If a tenancy has come to an end, but the tenant has **not** yet moved out, the landlord **cannot** change the locks to prevent the tenant from entering the residential premises. The landlord **cannot** change the locks until the tenant has given up possession of or abandoned the residential premises.

If the tenant does **not** move out at the end of the tenancy, the tenant becomes an overholding tenant. The landlord **must** apply to court or RTDRS for an Order for Possession to have the tenant give up possession of the premises. If the tenant still doesn't give up possession, a civil enforcement agency has the authority to evict a tenant, but only in accordance with an Order for Possession. The locks **cannot** be changed until the tenant is actually evicted from the residential premises.

If a landlord determines that a tenant has abandoned the residential premises, the landlord may change the locks to ensure that the residential premises and the tenant's belongings, if any, are secure.

If tenants want to add or change locks to increase security, they may do so if they have the landlord's permission and if they give the landlord a key for the new lock. The landlord has to be able to enter the residential premises at all times in case there is an emergency, such as a fire.

Tenants should **not** lend other people their keys or give out copies of their keys. Tenants are responsible for any damage or disturbance caused by the people who use the tenants' keys to enter the residential premises.

In summary, if a landlord adds to or changes locks without the consent of the tenant, they have to immediately provide a key to the tenant. If a tenant has the landlord's consent to add to or change locks, the tenant **must** immediately provide the landlord with the new key. In either case, if a key is **not** provided to the other party, as soon as possible, after a lock has been added or changed, an offence has been committed under the RTA. A written complaint has to be made to Service Alberta before they can take action against the party who added to or changed the lock. (see "How to File a Complaint With Consumer Services" tipsheet).