



TENANT EDUCATION PROJECT

Tenant Education Module 2: RIGHTS & RESPONSIBILITIES

Quiet Enjoyment

What does "Quiet Enjoyment" mean?

- tenants are entitled to reasonable privacy
- tenants are entitled freedom from unreasonable disturbances
- tenants having exclusive use of their rental unit (unless the landlord is allowed to enter by law), and
- use of common areas for reasonable and lawful purposes
- In the same way that other tenants must respect your right to quiet enjoyment, so too must you respect their right to quiet enjoyment.

1. What do you think are some examples of violations of a tenant's right to quiet enjoyment?

- unreasonable and ongoing noise
- unreasonable and ongoing second hand smoke
- intimidation or harassment
- landlord entering the rental unit too frequently
- landlord entering the rental unit without permission or proper notice
- landlord refusing the tenant access to common areas of the residential premises
- landlord preventing the tenant from having guests visit under reasonable circumstances
- landlord refusing to make repairs that are needed in order to ensure safety, and
- landlord forcing the tenant to sign an agreement that reduces their rights

2. What are some ideas for you to do if your neighbor is violating your right to quiet enjoyment?

- it is not your responsibility to approach that neighbor and resolve the problem.
- It is a landlord's responsibility to make sure that all tenants are respecting each other's quiet enjoyment.
- The best way to address the problem is to stay calm, and start keeping a written record of the date, time and nature of the disruptions.
- If possible, try to have someone witness these disruptions too.
- You should also contact your landlord in writing.

- Once you have informed your landlord, they have a legal obligation to protect your right to quiet enjoyment.
- If your landlord does not respond to your complaint in a helpful way, you can apply for dispute resolution through the Service Alberta. Keep in mind that this dispute would be against your landlord for failing to resolve your complaint, not your neighbor. Through dispute resolution, you can ask for monetary compensation and an order that your quiet enjoyment no longer be violated.

3. **Does my landlord have a right to enter my rental unit?**

In order to legally enter a rental unit, landlords must provide tenants with written notice no less than 24 hours, and no more than 30 days, before entering. This notice must state the date, the time (between 8am and 9pm) and a reasonable reason for entry, such as carrying out a monthly inspection or making repairs. As long as a landlord has followed the law and given proper notice, they are allowed to enter, even if you are not home at that time.

4. **Are there situations when my landlord doesn't need to give notice?**

Yes, emergency situations are an exception to the rule. If entering your rental unit is necessary in order to protect life or property, then a landlord is allowed to enter without providing 24 hours written notice. They are also allowed to enter if they have obtained an order granting them permission to do so.

5. **What can I do if my landlord enters my unit illegally?**

If the situation cannot be resolved through effective communication, and you have enough evidence to show that your landlord entered illegally, you can apply for dispute resolution for an order allowing you to change the locks. You can also ask for monetary compensation for past illegal entries, and an order telling your landlord to follow the law in the future.

6. **Am I allowed to have guests in my unit?**

Yes, your landlord cannot restrict guests without good reason, or charge any fees for your guests, even if they are staying overnight. However, always remember that when it comes to guests, you have to be reasonable. If a guest stays over for an unreasonable length of time, your landlord may consider them an additional occupant and try to raise your rent or evict you.

7. **Am I responsible for my guests?**

When you invite guests on to your landlord's property, you are legally responsible for their behavior. You have to make sure that your guests are not violating other tenants' quiet enjoyment, not causing damage to the property, and not engaging in illegal activity. If your guests cause these types of problems, your landlord may be able to restrict their access. If you continually allow your guests to cause problems, your landlord may issue you a warning letter and/or eviction notice.

Violates – Yes or no?

Landlord not treating bed bug infestation	yes
Landlord entering your home without permission	yes
Ongoing second hand smoke from another tenant	yes
The smell of your neighboring tenant's food	no
Children running around and playing in a shared yard around dinner time	no
Another tenant practicing their flute in the afternoons	no
Harassment from other tenants	yes
Garbage truck noise at 8am	no
Landlord refusing access to common areas	yes

Review

- Quiet enjoyment gives tenants the right to reasonable privacy, freedom from unreasonable disturbances, exclusive use of their rental unit, and use of common areas for reasonable purposes.
- In order to legally enter a rental unit, landlords must provide tenants with written notice no less than 24 hours, and no more than 30 days, before entering. This notice must state the date, the time (between 8am and 9pm) and a reasonable reason for entry.
- Tenants are allowed to have guests visit, and even stay overnight. However, the behavior of those guests and the length of their stay must be reasonable.
- Tenants and landlords are not allowed to intimidate, threaten or harass each other, or other tenants.