

1992 BILL 19

Fourth Session, 22nd Legislature, 41 Elizabeth II

THE LEGISLATIVE ASSEMBLY OF ALBERTA

BILL 19

**MOBILE HOME SITES TENANCIES
AMENDMENT ACT, 1992**

MRS. B. LAING

First Reading

Second Reading

Committee of the Whole

Third Reading

Royal Assent

BILL 19

1992

MOBILE HOME SITES TENANCIES AMENDMENT ACT, 1992

(Assented to _____, 1992)

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

1 *The Mobile Home Sites Tenancies Act is amended by this Act.*

2 *Section 1 is amended*

(a) *in subsection (1)*

(i) *in clause (b)(i) by striking out “municipal district or county” and substituting “municipal district, county or Metis settlement”;*

(ii) *by adding the following after clause (c):*

(c.1) “fixed term tenancy” means a tenancy under a tenancy agreement for a term that ends on a day specified in the agreement;

(c.2) “Minister” means the member of the Executive Council charged by the Lieutenant Governor in Council with the administration of this Act;

(iii) *by adding the following after clause (f):*

(f.01) “overholding tenant” means a person who was a tenant of a

Explanatory Notes

1 This Bill will amend chapter M-18.5 of the Statutes of Alberta, 1982.

2 Section 1 presently reads in part:

1(1) In this Act,

(b) “council” means

(i) the council of a city, town, village, municipal district or county, or

(ii) the Minister of Municipal Affairs, in the case of an improvement district or special area;

mobile home site and who does not vacate the mobile home site after the tenancy has expired or been terminated;

(f.02) “periodic tenancy” means

- (i) a tenancy under a tenancy agreement that is renewed or continued without notice, and
- (ii) with respect to a fixed term tenancy that contains a provision allowing for renewal or continuation of the tenancy without notice, that part of the tenancy that arises after the end of the fixed term tenancy;

(f.03) “prescribed” means prescribed by regulation;

(iv) *by adding the following after clause (f.2):*

(f.3) “rent” means the consideration to be paid by a tenant to a landlord under a tenancy agreement but does not include a security deposit;

(b) *by adding the following after subsection (2):*

(3) A reference to “tenant” in the following provisions includes a person who was a tenant of a mobile home site, whose tenancy has expired or been terminated and who has vacated the mobile home site:

section 1(1)(g);
section 17.2(2), (3), (4);
section 28;
section 29;
section 34;
section 38;
section 40;

section 44;
section 55(3), (4);
section 56.1(a), (f).

3 The following is added after section 1:

Landlord

1.1(1) In this Act, “landlord” in respect of a tenancy that is not a subtenancy means

- (a) the owner and the property manager of the mobile home site and a person who permits the occupation of the mobile home site under a tenancy agreement,
- (b) the heirs, assigns, personal representatives and successors in title of the owner, property manager and person who permits occupation, and
- (c) a person who is entitled to possession of the mobile home site, other than a tenant, and who attempts to enforce any of the rights of a landlord under a tenancy agreement or this Act.

(2) In this Act, “landlord” in respect of a subtenancy means

- (a) the person entitled to grant the subtenancy of the mobile home site,
- (b) the property manager of the mobile home site of the person referred to in clause (a) and a person who permits the occupation of the mobile home site under the subtenancy,
- (c) the heirs, assigns, personal representatives and successors in title of the person referred to in clause (a), of the property manager and of the person who permits occupation, and
- (d) a person who is entitled to possession of the mobile home site, other than a tenant, and who attempts to enforce any of the rights of a landlord under the subtenancy or this Act.

3 Definitions of “landlord” and “tenant”.

Tenant

(3) A reference to subtenancy in this section is to a subtenancy that has been made in accordance with the tenancy agreement and this Act.

1.2(1) In this Act, “tenant” in respect of a tenancy that is not a subtenancy means

- (a) a person who is permitted to occupy a mobile home site under a tenancy agreement and the heirs of that person, or
- (b) if the tenancy was assigned in accordance with the tenancy agreement and this Act, a person permitted to occupy the mobile home site under the assignment and the heirs of that person.

(2) In this Act, “tenant” in respect of a subtenancy means

- (a) a person who is permitted to occupy a mobile home site under the subtenancy and the heirs of that person, or
- (b) if the subtenancy was assigned in accordance with the sublease and this Act, a person permitted to occupy the mobile home site under the assignment and the heirs of that person.

(3) A reference to subtenancy in this section is to a subtenancy that has been made in accordance with the tenancy agreement and this Act.

4 *Section 2 is amended*

- (a) *in subsection (2)(b) by striking out “subject to section 23,”;*
- (b) *by adding the following after subsection (3):*

(4) If a tenancy agreement is in writing, the agreement must contain the following statement in print larger than the other print in the agreement:

The tenancy created by this agreement is governed by the *Mobile Home Sites Tenancies Act* and, if there is a conflict between this agreement and the Act, the Act prevails.

4 Section 2 presently reads:

2(1) This Act applies only to tenancies of mobile home sites.

(2) If a tenancy is entered into for the purpose of enabling the tenant to operate a mobile home park, this Act

(a) applies to a subtenancy created by that tenant subletting the mobile home sites located in the mobile home park to his tenants, and

(b) subject to section 23, does not apply to the tenancy.

(3) Any waiver or release by a tenant of the rights, benefits or protections provided him under this Act is void.

5 Section 4(1)(a) is amended by striking out “6 or 7” and substituting “6, 7, 10 or 11”.

6 The following is added after section 4:

Termination
by landlord

4.1(1) A notice under this Part from a landlord to a tenant to terminate a periodic tenancy is of no effect unless the termination is for one or more of the prescribed reasons or for the reasons set out in section 10 or 11.

(2) A landlord who gives a notice under this Part to a tenant to terminate a periodic tenancy for one or more of the prescribed reasons or for the reasons set out in section 10 contravenes this Act if the tenant vacates the mobile home site and the reasons set out in the notice are not carried out within a reasonable time after the termination date set out in the notice.

(3) No landlord shall terminate a periodic tenancy for the reason that the tenant

- (a) made an application or filed a statement under this Act, or
- (b) made a complaint, assisted in an investigation or inquiry or gave evidence at a hearing under this Act or the *Public Health Act*.

7 Section 5 is amended

(a) in subsection (1) by repealing clauses (a) and (b) and substituting the following:

- (a) by a tenant on his landlord, on or before the first day of a notice period of 2 consecutive tenancy months to be effective on the last day of the notice period, or
- (b) by a landlord on his tenant, on or before the first day of a notice period of 6

5 Section 4(1)(a) presently reads:

4(1) A monthly or yearly tenancy may be terminated by either the landlord or the tenant on notice to the other and the notice

(a) shall be served in sufficient time to give the period of notice required by section 5, 6 or 7, as the case may be, and

6 Termination by landlord.

7 Section 5 presently reads

5(1) Subject to section 6, a notice to terminate a monthly tenancy must be served

(a) by a tenant on his landlord, prior to the commencement of a tenancy month to be effective on the last day of the second tenancy month following the day on which the notice is served, or

(b) by a landlord on his tenant, prior to the commencement of a notice period to be effective on the last day of the

consecutive tenancy months to be effective on the last day of the notice period.

(b) *by repealing subsections (2) and (3) and substituting the following:*

(2) Notwithstanding subsection (1)(a), if a person has been a tenant of the landlord for not more than 2 consecutive tenancy months, a notice to terminate a monthly tenancy served by the tenant on the landlord within the first 2 months of the tenancy is effective on the last day of the 4th tenancy month from the commencement of the tenancy.

(3) Notwithstanding subsection (1)(b), if a person has been a tenant of the landlord for not more than 6 consecutive tenancy months, a notice to terminate a monthly tenancy served by the landlord on the tenant within the first 6 months of the tenancy is effective on the last day of the 12th tenancy month from the commencement of the tenancy.

(c) *by repealing subsection (4).*

8 *Section 6 is amended*

(a) *in subsection (2) by repealing clauses (a) and (b) and substituting the following:*

(a) by a tenant on his landlord, on or before the first day of a tenancy month to be effective on the last day of the tenancy month, or

(b) by a landlord on his tenant, on or before the first day of a notice period of 3 consecutive tenancy months to be effective on the last day of the notice period.

(b) *by repealing subsection (3).*

notice period.

(2) Notwithstanding subsection (1)(a), if a person has been a tenant of the landlord for not more than 4 consecutive tenancy months, a notice to terminate a monthly tenancy served by the tenant on the landlord within the first 4 months of the tenancy is effective on the last day of

- (a) the fourth tenancy month from the commencement of the tenancy, or*
- (b) the second tenancy month following the day on which the notice is served,*

whichever is the greater period from the commencement of the tenancy.

(3) Notwithstanding subsection (1)(b), if a person has been a tenant of the landlord for not more than 12 consecutive tenancy months, a notice to terminate a monthly tenancy served by the landlord on the tenant within the first 12 months of the tenancy is effective on the last day of

- (a) the twelfth tenancy month from the commencement of the tenancy, or*
- (b) the sixth tenancy month of the tenancy following the day on which the notice is served,*

whichever is the greater period from the commencement of the tenancy.

(4) In this section and section 9(1)(a), "notice period" means a period of 6 consecutive tenancy months.

8 Section 6 presently reads:

6(1) This section applies only to

- (a) a tenancy of a mobile home site if the mobile home site is not located in a mobile home park, or*
- (b) a subtenancy that is not referred to in section 2(2).*

(2) A notice to terminate a monthly tenancy must be served

- (a) by a tenant on his landlord, prior to the commencement of a tenancy month to be effective on the last day of that tenancy month, or*
- (b) by a landlord on his tenant, prior to the commencement of a notice period to be effective on the last day of the notice period.*

9 Section 8 is amended

- (a) in subsection (1) by adding the following after clause (b):
 - (b.1) in the case of a landlord terminating the tenancy, set out the reasons for which the tenancy is being terminated,
- (b) by repealing subsection (2).

10 Section 9 is amended

- (a) in subsection (1)
 - (i) in the words preceding clause (a) by striking out “section 5” and substituting “section 5(1)”;
 - (ii) in clause (a)(ii) by adding “of 6 consecutive tenancy months” after “notice period”;
- (b) in subsection (2)(b) by adding “of 3 consecutive tenancy months” after “notice period”;
- (c) by adding the following after subsection (2):
 - (3) This section does not apply to a notice to terminate under section 10 or 11.

(3) In this section and section 9(2)(b), "notice period" means a period of 3 consecutive tenancy months.

9 Section 8 presently reads:

8(1) A notice to terminate a tenancy shall

- (a) be in writing,*
- (b) be signed by the person giving the notice or his agent,*
- (c) identify the mobile home site in respect of which the notice is served, and*
- (d) state the date on which the tenancy is to terminate.*

(2) A notice need not be in any particular form, but

- (a) a notice by a tenant to his landlord may be in Form A of the Schedule, and*
- (b) a notice by a landlord to his tenant may be in Form B of the Schedule.*

10 Section 9 presently reads:

9(1) If a notice to terminate a monthly or yearly tenancy is not served in sufficient time to give the period of notice required by section 5 or 7, as the case may be, the notice is still effective to terminate

(a) the monthly tenancy

- (i) if the notice is served by a tenant on his landlord, on the last day of the second complete tenancy month following the date on which the notice is served, or*
- (ii) if the notice is served by a landlord on his tenant, on the last day of the first complete notice period following the date on which the notice is served,*

or

(b) the yearly tenancy

- (i) if the notice is served before the end of the tenancy year by a tenant on his landlord, 60 days from the date on which the notice is served, or*
- (ii) if the notice is served before the end of the tenancy year by a landlord on his tenant, 180*

11 Section 10(1) is repealed and the following is substituted:

Notice to
terminate for
specific
purposes

10(1) A landlord may terminate a periodic tenancy of a mobile home site located in a mobile home park by serving a notice of termination on the tenant at least 365 days before the day named in the notice of termination if termination of that tenancy is sought

- (a) for the purpose of obtaining vacant possession of all of the mobile home sites located in that mobile home park in order to use the mobile home sites otherwise than as mobile home sites,
- (b) for the purpose of obtaining vacant possession of the mobile home site in order that the site may be sold as a condominium unit or as part of a condominium unit if a condominium plan that includes that site is registered or is proposed to be registered in the land titles office, or
- (c) for the purpose of obtaining vacant possession of the mobile home site in order that the site may be sold or leased to an association under the *Co-operative Associations Act* whose primary purpose is to provide mobile home sites for the use of its members and their families at cost or as nearly at cost as possible.

12 Section 12 is repealed.

days from the date on which the notice is served.

(2) If a notice to terminate a monthly tenancy is not served in sufficient time to give the period of notice required by section 6 the notice is still effective to terminate the monthly tenancy

- (a) if the notice is served by a tenant on his landlord, on the last day of the first complete tenancy month following the date on which the notice is served, or*
- (b) if the notice is served by a landlord on his tenant, on the last day of the first complete notice period following the date on which the notice is served.*

11 Section 10(1) presently reads:

10(1) If after the commencement of a periodic tenancy of a mobile home site that is located in a mobile home park

- (a) termination of that tenancy is sought for the purpose of obtaining vacant possession of the mobile home site to use it otherwise than as a mobile home site, and*
- (b) termination of that tenancy is sought as part of a plan or scheme to obtain vacant possession of all of the mobile home sites located in that mobile home park in order to use them otherwise than as mobile home sites,*

the landlord may terminate that tenancy by serving a notice of termination on the tenant at least 365 days before the day named in the notice for the termination of the tenancy agreement.

12 Section 12 presently reads:

12 A periodic tenancy agreement cannot be terminated by a landlord for the reason that the tenant

- (a) made an application or filed a statement under this Act, or*

13 Section 13 is amended by striking out “tenancy agreement for a fixed term” and substituting “fixed term tenancy”.

14 Section 14 is amended

(a) by repealing subsections (1) and (2) and substituting the following:

Rent
increases

14(1) A landlord shall not increase the rent payable under a tenancy agreement or recover any additional rent resulting from an increase unless the landlord gives to the tenant a written notice of the increase in rent at least 90 days before the date on which the increase is to be effective.

(2) If the tenancy agreement provides for a period of notice longer than 90 days, the landlord must give at least that longer period of notice before increasing the rent payable or recovering any additional rent resulting from the increase.

(2.1) A landlord shall not increase the rent payable under a tenancy agreement or recover any additional rent resulting from an increase unless 180 days have passed since the commencement of the tenancy or, if the landlord has previously increased the rent, since the last rent increase.

(b) in subsection (3) by striking out “subsection (1) or (2)” and substituting “this section”;

(c) in subsection (4) by striking out “(1) and (2)” and substituting “(1), (2) and (2.1)”.

15 The following is added after section 17:

Notice of
landlord

17.1(1) In this section, “notice of landlord” means a notice that sets out the name of one of the persons who

- (b) *made a complaint, assisted in an investigation or inquiry or gave evidence at a hearing under this Act or the Public Health Act.*

13 Section 13 presently reads:

13 When a periodic tenancy is implied by operation of law after the expiration or termination of a prior tenancy agreement for a fixed term, the implied tenancy, in the absence of facts showing a contrary intention, is a monthly tenancy

14 Section 14 presently reads:

14(1) A landlord shall not increase the rent payable under a tenancy agreement or recover any additional rent resulting from the increase

- (a) *in the case of a mobile home site located in a mobile home park, unless he gives to the tenant a written notice of the increase in rent at least 180 days before the date on which the increase is to be effective, and*
- (b) *in the case of a mobile home site not located in a mobile home park, unless he gives to the tenant a written notice of the increase in rent at least 90 days before the date on which the increase is to be effective.*

(2) Notwithstanding subsection (1), if the tenancy agreement provides for a period of notice longer than

- (a) *180 days, in the case of a mobile home site located in a mobile home park, or*
- (b) *90 days, in the case of a mobile home site not located in a mobile home park,*

the landlord must give at least that longer period of notice before increasing the rent payable or recovering any additional rent resulting from the increase.

(3) A tenant under a periodic tenancy who receives a notice under subsection (1) or (2) and who fails to give to the landlord notice of termination effective on or before the date the rent increase is to be effective is deemed to have agreed to the increase of rent.

(4) A tenant who pays rent in excess of that permitted by subsections (1) and (2) may recover the excess rent from the landlord by commencing an action in a court.

15 Notices of landlord, inspection reports and time of expiration of tenancies.

falls within the definition of landlord and a street address and postal address in Alberta for that person.

(2) This section applies only to mobile home sites located in mobile home parks.

(3) When a tenant enters into a tenancy agreement with a landlord, the landlord shall serve the tenant with a notice of landlord within 7 days of the tenant's taking possession of the mobile home site.

(4) A landlord may, instead of complying with subsection (3), post the notice of landlord in a conspicuous place in the common areas.

(5) If the information in the notice of landlord changes, the landlord shall serve the tenant with a new notice with the current information or, if the landlord has posted the notice under subsection (4), post a new notice with the current information.

(6) The landlord who posts a notice of landlord under this section shall take all reasonable steps to ensure that it remains posted.

Inspection
report

17.2(1) A landlord and tenant shall, within one week before or after a tenant takes possession of a mobile home site, inspect the site, and the landlord shall provide the tenant with a report of the inspection that describes the condition of the site.

(2) A landlord and tenant shall, within one week before or after a tenant gives up possession of a mobile home site, complete an inspection of the site, and the landlord shall provide the tenant with a report of the inspection that describes the condition of the site.

(3) The inspections under subsections (1) and (2) must be done when the mobile home site is vacant, unless the landlord and tenant otherwise agree.

(4) The landlord may complete an inspection under subsection (1) or (2) without the tenant if the tenant has refused to take part in 2 inspections suggested by the landlord to take place

(a) on different days,

(b) on days that are not holidays, and

(c) between 8 a.m. and 8 p.m.

(5) A report must contain the prescribed statements and be signed in accordance with the regulations.

Time of
expiration or
termination

17.3(1) Unless the landlord and tenant agree to a different time, a tenancy that expires or is terminated ends at 12 noon on the last day of the tenancy.

(2) This section does not apply to a tenancy terminated by notice under section 27.1.

16 Section 21 is amended

(a) *in subsection (1) by striking out “a landlord is not entitled to” and substituting “no landlord shall”;*

(b) *in subsection (3)*

(i) *by striking out “A landlord” and substituting “Subject to subsection (3.1), a landlord”;*

(ii) *in clause (d) by striking out “tenancy for a fixed term” and substituting “fixed term tenancy”;*

(c) *by adding the following after subsection (3):*

(3.1) A landlord is not entitled to enter a mobile home site under subsection (3) unless

(a) the notice is served on the tenant at least 24 hours before the time of entry,

(b) the entry is made on a day that is not

(i) a holiday, except that the landlord may enter on a Sunday if the tenant’s day of religious worship is not Sunday and the tenant has provided the landlord with a

16 Section 21 presently reads in part:

21(1) Except as otherwise permitted in this section, a landlord is not entitled to enter a mobile home site rented by him without the consent of the tenant or of an adult person lawfully on the mobile home site.

(3) A landlord is entitled to enter a mobile home site rented by him without consent but after notice to the tenant

(a) to inspect the state of repair of the mobile home site,

(b) to make repairs to the mobile home site,

(c) to show the mobile home site to prospective purchasers or mortgagees of the mobile home site, or

(d) to show the mobile home site to prospective tenants after a landlord or tenant has served notice of termination of a periodic tenancy or during the last month of a tenancy for a fixed term.

(4) A notice under subsection (3) must

(a) be in writing,

(b) be served on the tenant at least 24 hours before the time of entry, and

(c) name a reasonable time of entry.

written notice of that day, or

- (ii) the tenant's day of religious worship if that day is not Sunday and the tenant has provided the landlord with a written notice of that day,

and

- (c) the entry is between 8 a.m. and 8 p.m.
- (d) *in subsection (4) by repealing clauses (b) and (c) and substituting the following:*
 - (b) be signed by the landlord or the landlord's agent,
 - (c) state the reason for the entry, and
 - (d) name a date and time of entry that comply with subsection (3.1).

17 Section 22 is amended

- (a) *by adding the following after subsection (2):*

(2.1) No landlord shall restrict or interfere with the exercise of a right under subsection (2) except as provided in this section.

- (b) *in subsection (3) by striking out "Notwithstanding subsection (2), a" and substituting "A".*

18 The following is added after section 22:

Moving
mobile homes

22.1(1) Subject to subsection (2), a tenant has the right to bring a mobile home into or remove a mobile home from a mobile home park in whatever manner the tenant sees fit.

17 Section 22 presently reads in part:

(2) A tenant has the right

(a) to assign or sublet the mobile home site, and

(b) to sell, lease or otherwise part with the possession of his mobile home in conjunction with an assignment or subletting of the mobile home site.

(3) Notwithstanding subsection (2), a tenancy agreement may provide that the exercise of a right under subsection (2) is subject to the landlord's consent.

18 Mobile homes.

(2) A tenant who brings a mobile home into or removes a mobile home from a mobile home park shall ensure that it is done in a manner that does not

- (a) unduly disturb the peace and quiet of the park,
- (b) violate the traffic rules of the park, or
- (c) create a danger to persons or property in the park.

Fees for
certain
activities

22.2(1) Subject to subsection (2), a landlord shall not charge or receive from a tenant a commission or fee, other than the landlord's reasonable expenses actually incurred, when a tenant

- (a) brings a mobile home into or removes a mobile home from a mobile home park, or
- (b) installs or removes a mobile home from a mobile home site in a mobile home park.

(2) A landlord may charge and receive a commission or fee referred to in subsection (1) if the commission or fee is provided for in a separate written agreement that is entered into by the tenant after the tenant enters into the tenancy agreement.

(3) This section does not apply when the tenant is exercising a right under section 22(2).

19 *Section 24 is amended*

- (a) *in the words preceding clause (a) by adding "or contravenes this Act" after "agreement";*
- (b) *in clause (b) by adding "or contravention" after "breach";*
- (c) *in clause (c) by striking out "after the tenancy has expired or been terminated".*

20 *Section 26 is repealed.*

19 Section 24 presently reads in part:

24 If a tenant commits a breach of a tenancy agreement, the landlord may apply to a court for one or more of the following remedies:

- (a) recovery of arrears of rent;*
- (b) recovery of damages resulting from the breach;*
- (c) recovery of compensation for the use and occupation of the mobile home site by the overholding tenant after the tenancy has expired or been terminated;*

20 Section 26 presently reads:

21 *Section 27 is repealed and the following is substituted:*

Termination of
tenancy for
substantial
breach

27(1) If a tenant commits a substantial breach under a tenancy agreement, the landlord may apply to a court to terminate the tenancy or may terminate the tenancy by serving the tenant with a notice at least 14 days before the day the tenancy is to terminate.

(2) The notice must

- (a) be in writing,
- (b) be signed by the landlord or the landlord's agent,
- (c) set out the reasons for the termination, and
- (d) set out the termination date.

(3) A notice to terminate under this section is ineffective if, before the termination date given in the notice, the tenant

- (a) pays all arrears of rent, if the alleged breach is a failure to pay rent, or
- (b) serves the landlord with a notice in writing objecting to the termination that sets out the tenant's reasons for objecting, if the alleged breach is for grounds other than the failure to pay rent.

22 *The following is added after section 27:*

Termination of
tenancy for
damage or
assault

27.1(1) Notwithstanding section 27, if a tenant has

- (a) done or permitted significant damage to the mobile home site, the common areas or the property of which they form a part, or
- (b) physically assaulted the landlord or other tenants,

26 The acceptance of payments by a landlord that he is entitled to receive either as compensation for use and occupation by an overholding tenant or for arrears of rent does not, unless the parties so agree, operate as

- (a) a waiver of a prior notice to terminate the tenancy, or*
- (b) the creation of a new tenancy on the same terms as the prior tenancy or with modified terms.*

21 Section 27 presently reads:

27(1) If a tenant commits a substantial breach under a tenancy agreement, the landlord may terminate the tenancy under subsection (2) or, in the case of a substantial breach other than a failure to pay rent, apply to a court for termination of the tenancy.

(2) The landlord may terminate the tenancy by serving the tenant with at least 14 days' notice in writing stating the details of the alleged substantial breach and the effective date of the termination.

(3) A notice served under subsection (2) is ineffective if, before the termination date given in the notice, the tenant either

- (a) serves the landlord with a notice in writing objecting to the termination and stating his reasons for objecting, or*
- (b) if the alleged breach is a failure to pay rent, pays all arrears of rent.*

(4) If the tenant serves the landlord with a notice under subsection (3)(a) objecting to the termination, the landlord may apply to a court for termination of the tenancy.

22 Termination of tenancy for damage or assault.

the landlord may apply to a court to terminate the tenancy or may terminate the tenancy by serving the tenant with a notice at least 48 hours before the time that the tenancy is to terminate.

(2) The notice must

- (a) be in writing,
- (b) be signed by the landlord or the landlord's agent,
- (c) set out the reasons for the termination, and
- (d) set out the time and date that the tenancy is to terminate.

(3) If a landlord terminates a tenancy by serving a notice under subsection (1) and the tenant has not vacated the mobile home site by the time and date set out in the notice, the landlord may within 5 days after the termination date apply to a court for an order confirming the termination of the tenancy and for any remedy that may be granted under section 24.

(4) If the landlord has not applied to a court to confirm the termination of the tenancy within 5 days after the termination date and the tenant has not vacated the mobile home site, the termination of the tenancy by notice of the landlord is ineffective and the tenancy is deemed never to have been terminated by notice of the landlord under this section.

(5) A court may grant an order confirming the termination of the tenancy if satisfied that the tenant has done or permitted damage or committed the assault referred to in subsection (1).

(6) If a court is not satisfied that the tenant has done or permitted damage or committed the assault referred to in subsection (1), the court may declare the termination of the tenancy by notice of the landlord to be ineffective, and the tenancy is deemed never to have been terminated by notice of the landlord under this section.

23 *Section 28 is amended*

23 Section 28 presently reads in part:

28(1) In this section, "abandoned goods" means goods, other than

- (a) *by repealing subsection (1)(b) and substituting the following:*
 - (b) vacated the mobile home site and whose tenancy has expired or been terminated.
- (b) *in subsection (2) by striking out “\$300” and substituting “the prescribed amount”;*
- (c) *in subsection (3) by striking out “of \$300 or more” and substituting “equal to or greater than the prescribed amount”;*
- (d) *in subsection (4)(a) by striking out “a period of 60 days” and substituting “the prescribed period”;*
- (e) *by repealing subsection (9)(b) and substituting the following:*
 - (b) to satisfy the tenant’s liabilities to the landlord in respect of the tenancy taking into account any amount that the landlord is entitled to deduct from the tenant’s security deposit,
- (f) *by adding the following after subsection (9):*

(9.1) The liabilities referred to in subsection (9)(b) must be established in accordance with the regulations.

24 *Section 29 is amended*

- (a) *by repealing subsection (7)(b) and substituting the following:*
 - (b) to satisfy the tenant’s liabilities to the landlord in respect of the tenancy taking into account any amount that the landlord is entitled to deduct from the tenant’s security deposit.

a mobile home, left on premises by a tenant who has

- (a) abandoned the mobile home site, or*
- (b) vacated the mobile home site on the expiration or termination of the tenancy agreement.*

(2) A landlord who believes on reasonable grounds that abandoned goods have a total market value of less than \$300 may dispose of the goods.

(3) Notwithstanding that abandoned goods have a value of \$300 or more, a landlord who on reasonable grounds believes

- (a) that the storage of the goods would be unsanitary or unsafe or would rapidly result in total or substantial depreciation in their market value, or*
- (b) that the cost of removing, storing and selling the goods would exceed the proceeds of their sale,*

may sell the goods by a means and for a price that he believes is reasonable.

(4) If subsections (2) and (3) do not apply, the landlord

- (a) shall store or arrange for storage of the goods on behalf of the tenant until the expiration of a period of 60 days after the date of their abandonment, and*
- (b) thereafter may dispose of the goods by public auction or, with the approval of a court, by private sale.*

(9) A landlord may apply the proceeds of any sale of abandoned goods

- (a) to his proper costs of removing, storing and selling the goods, and*
- (b) to any judgment obtained by him against the tenant in respect of the tenancy,*

and shall pay the surplus, if any, to the Provincial Treasurer.

24 Section 29(7) presently reads:

(7) Subject to the order of the Court of Queen's Bench, a landlord may apply the proceeds of any sale of an abandoned mobile home

- (a) to his proper costs of removing, storing and selling the abandoned mobile home, as the case may be, and*
- (b) to any judgment obtained by him against the tenant in respect of the tenancy.*

(b) *by adding the following after subsection (7):*

(7.1) The liabilities referred to in subsection (7)(b) must be established in accordance with the regulations.

25 *Section 30 is repealed.*

26 *Section 32 is amended by striking out the words preceding clause (a), repealing clause (a) and substituting the following:*

Order for
possession

32 An order for recovery of possession of a mobile home site

(a) shall direct the tenant or overholding tenant to deliver possession of the mobile home site to the landlord by a specified date or within a specified time after service of the order,

27 *Section 33 is amended by striking out “possession for the recovery” and substituting “recovery of possession”.*

28 *Section 34 is amended in the words preceding clause (a) by striking out “residential”.*

29 *Section 38 is amended by adding “, 27.1” after “section 24”.*

25 Section 30 presently reads:

30 In determining the amount of compensation recoverable by a landlord for the use and occupation of a mobile home site by an overholding tenant after the tenancy has expired or been terminated, the court shall consider the nature of the use and occupation by the overholding tenant and the rent payable under the prior tenancy.

26 Section 32(a) presently reads:

32 An order for possession for the recovery of a mobile home site

(a) shall direct the tenant to deliver possession of the mobile home site to the landlord by a specified date or within a specified time after service of the order on the tenant,

27 Section 33 presently reads:

33 If an order for possession for the recovery of a mobile home site is not complied with by the specified date or within the specified time, the landlord is entitled, without a further order, to a writ of possession on filing an affidavit showing that the order has been served and has not been complied with.

28 Section 34 presently reads in part:

34 If a landlord commits a breach of a residential tenancy agreement or contravenes this Act, the tenant may apply to a court for one or more of the following remedies:

(a) recovery of damages resulting from the breach or contravention;

29 Section 38 presently reads:

38 If a landlord or tenant applies to a court to obtain a remedy

30 *Section 39(b) is repealed and the following is substituted:*

- (b) if a claim is made for the recovery of damages resulting from a breach of the tenancy agreement or a contravention of this Act, the details of the breach or contravention and the amount of damages claimed;

31 *The following is added after section 39:*

Landlord's
affidavit re
section 27.1

39.1 A landlord's application to obtain an order confirming the termination of a tenancy under section 27.1 shall be supported by an affidavit setting forth the following:

- (a) details of the damage or physical assault;
- (b) a copy of the notice to terminate and the time and date it was served.

32 *Section 42 is amended by renumbering it as section 42(1) and by adding the following after subsection (1):*

(2) A landlord shall not require a tenant to pay an increase in a security deposit.

33 *The following is added after section 42:*

Trust account

42.1(1) A landlord shall deposit each security deposit consisting of money received by the landlord into an interest-bearing trust account at a bank, treasury branch, credit union or trust corporation in Alberta within 2 banking days of receiving the deposit.

(2) The landlord is the trustee of a security deposit consisting of money on behalf of the tenant who paid it or, if the tenant has assigned the tenancy agreement in accordance with the tenancy agreement and this Act, the assignee.

(3) The landlord shall deposit only money that is a security deposit in the trust account.

under section 24 or 34, he shall serve on the other party to the application a notice of the application and a supporting affidavit at least 3 days, exclusive of holidays and Saturdays, or such shorter period of time that the court may approve, before the day named in the notice for the hearing.

30 Section 39 presently reads in part:

39 A landlord's application to obtain a remedy under section 24 shall be supported by an affidavit setting forth the following:

(b) if a claim is made for the recovery of damages resulting from a breach of the tenancy agreement, the details of the breach and the amount of damages claimed;

31 Landlord's affidavit.

32 No increase in security deposit.

33 Security deposit trust accounts.

(4) The landlord shall not invest the money in the trust account except in the prescribed investments.

(5) The security deposit consisting of money and the trust account are subject to this Act and the regulations and to the provisions of the tenancy agreement respecting security deposits that are not in conflict with this Act or the regulations.

34 *Section 43(1) is repealed and the following is substituted:*

Interest on
deposit

43(1) Subject to subsection (2), a landlord shall pay annually to the tenant interest calculated at the prescribed rate on a security deposit consisting of money.

35 *Section 44 is amended by adding the following after subsection (4):*

(4.1) A landlord shall not make a deduction from a tenant's security deposit for damage to the mobile home site unless the requirements respecting inspection reports under section 17.2 have been met.

36 *Section 46 is amended*

(a) *in subsection (1) by striking out "or" at the end of clause (b) and by adding the following after clause (b):*

(b.1) *granting an order for recovery of possession of a mobile home site, or*

(b) *by repealing subsection (2).*

34 Section 43(1) presently reads:

43(1) Subject to subsection (2), a landlord shall pay annually to the tenant interest on a security deposit consisting of money held by him or anyone on his behalf calculated

- (a) at the rate of 12% per year, and*
- (b) on and after January 1, 1984 at the rate established by regulation.*

35 Security deposits and the requirement for inspection reports.

36 Section 46 presently reads in part:

46(1) The Provincial Court has the jurisdiction to grant any remedy or relief under this Act other than

- (a) giving a judgment for debt or damages in excess of the amount prescribed under Part 4 of the Provincial Court Act,*
- (b) granting an equitable remedy, or*
- (c) granting a relief or remedy required by this Act to be granted in the Court of Queen's Bench.*

(2) The Provincial Court may give an order for possession of a mobile home site under this Act only if

- (a) the rent is not more than \$500 per month, and*
- (b) the term under the tenancy is for not more than 3 years.*

37 Section 53 is amended

- (a) in subsection (2)(b) by adding “or the address in the notice served or posted under section 17.1” after “payable”;
- (b) by repealing subsection (3).

38 The following is added after section 53:

Satisfaction of
service
requirement

53.1(1) A requirement under this Act to give or serve a notice, order or document to or on the landlord of a mobile home site is satisfied if the notice, order or document is given to or served on one person who falls within the definition of landlord of the site.

(2) A requirement under this Act to give or serve a notice, order or document to or on the tenant of a mobile home site is satisfied if the notice, order or document is given to or served on one adult person who falls within the definition of tenant of the site.

39 Section 55 is repealed and the following is substituted:

Offences and
penalties

55(1) A person who contravenes

- (a) section 4.1(3), 17.1, 21, 22(2.1), 42, 42.1, 43 or 44(1) or (4.1),
- (b) the regulations, or
- (c) an order of a court made under this Act

is guilty of an offence and liable to a fine of not more than \$5000.

(2) Where a corporation is convicted of an offence, every officer, director, employee or agent of the corporation who authorized the commission of the offence or assented to it or acquiesced or participated in it is also guilty of an offence and is liable to the penalty provided for in subsection (1).

37 Section 53 presently reads in part:

(2) For the purpose of service by registered mail or certified mail

(a) a tenant's address is the address of the mobile home site rented by him, and

(b) a landlord's address is the address at which rent is payable.

(3) A landlord or a tenant may from time to time change his address for service by written notice served on the other party.

38 Satisfaction of service requirement.

39 Section 55 presently reads:

55 A person who contravenes

(a) section 42, 43(1) or (2) or 44(1), or

(b) an order of a court made under this Act,

is guilty of an offence and liable to a fine of not more than \$1000.

(3) A justice who convicts a landlord of contravening section 44(1) or (4.1) may, on the application of a tenant who is entitled to all or part of a security deposit, order the landlord to pay to the tenant the whole or part of the security deposit together with interest calculated under section 43.

(4) If an amount that is ordered to be paid under subsection (3) is not paid within the time ordered by the justice, the tenant may, by filing the order, enter as a judgment in the Court of Queen's Bench the amount ordered to be paid, and that judgment is enforceable against the landlord in the same manner as if it were a judgment rendered against the landlord in the Court of Queen's Bench in civil proceedings.

40 *The following is added after section 55:*

Limitation
period

55.1 No proceedings may be instituted under section 55 more than 12 months after the time when the alleged offence occurred.

41 *Section 56 is amended*

(a) *in clause (b) by striking out "section 43(1)(b)" and substituting "section 43(1)";*

(b) *by adding the following after clause (b):*

(c) *defining any word that is not defined in this Act for the purposes of this Act and the regulations.*

42 *The following is added after section 56:*

Ministerial
regulations

56.1 The Minister may make regulations

(a) *establishing forms that may be used by landlords and tenants for leases, inspection reports and other documents under this Act;*

(b) *respecting the reasons that a landlord may terminate a periodic tenancy under Part 1;*

(c) *prescribing the statements to be contained in inspection reports and governing the*

40 Limitation period.

41 Section 56 presently reads:

56 The Lieutenant Governor in Council may make regulations

(a) governing the practice and procedures in matters before the Provincial Court under this Act;

(b) respecting the rate of interest under section 43(1)(b).

42 Regulations.

signing of inspection reports for the purposes of section 17.2;

- (d) prescribing an amount for the purposes of section 28(2) and (3);
- (e) prescribing a period for the purposes of section 28(4);
- (f) respecting the establishment of the tenant's liabilities for the purposes of sections 28(9) and 29(7);
- (g) respecting trust accounts for security deposits and prescribing the investments permitted for money in the trust accounts.

43 Section 59 is repealed and the following is substituted:

Transitional

59(1) *In this section, "proclamation date" means the date on which the Mobile Home Sites Tenancies Amendment Act, 1992 comes into force.*

(2) *Subject to this section and section 2, this Act applies to tenancies made before, on or after the proclamation date.*

(3) *The following provisions apply only to tenancies made after the proclamation date:*

section 2(4);
section 17.2;
section 42.1;
section 44(4.1).

(4) *A landlord of a mobile home park shall serve or post the notice under section 17.1 within 30 days after the proclamation date.*

(5) *Nothing in the Mobile Home Sites Tenancies Amendment Act, 1992 affects any notice given or proceeding commenced under the Mobile Home Sites Tenancies Act, SA 1983 cM-18.5, before the proclamation date.*

44 Section 61 is repealed.

43 Section 59 presently reads:

59(1) This Act applies to

- (a) any tenancy entered into on or after January 1, 1983,*
- (b) a monthly tenancy entered into before January 1, 1983,
and*
- (c) a yearly tenancy entered into before January 1, 1983,
from and after the first anniversary of the tenancy
occurring after January 1, 1983.*

(2) This Act does not apply to a tenancy entered into for a fixed term before January 1, 1983, but applies to a renewal of that tenancy entered into on or after January 1, 1983.

(3) Notwithstanding that The Landlord and Tenant Act (R.S.A. 1970 c200) or any provision of it is repealed, that Act or provision, as the case may be, remains in force in respect of a tenancy of a mobile home site to which this Act does not apply.

44 Section 61 presently reads:

61 This Act comes into force on January 1, 1983.

45 The Schedule is repealed.

46 The Co-operative Associations Act is amended by repealing section 63.1(2) and substituting the following:

45 The Schedule presently reads:

SCHEDULE

FORM A

NOTICE TO LANDLORD

TO (Name of Landlord)

I hereby give you notice that I am giving up possession of the mobile home site which I hold (identify the premises) of you as tenant, on the day of next.

Dated this day of 19

.....
(Tenant)

If this notice is not served on you in sufficient time to give the period of notice required by section 5, 6 or 7, as the case may be, of the Mobile Home Sites Tenancies Act, I will give up possession of the above premises on the date prescribed under section 9 of that Act.

FORM B

NOTICE TO TENANT

TO (Name of Tenant)

I hereby give you notice to deliver up possession of the mobile home site which you hold (identify the mobile home site) of me as tenant, on the day of next.

Dated this day of 19.....

.....
(Landlord)

If this notice is not served upon you in sufficient time to give the period of notice required by section 5, 6 or 7, as the case may be, of the Mobile Home Sites Tenancies Act, you are required to give up possession of the above premises on the date prescribed under section 9 of that Act.

46 Section 63.1(2) presently reads:

(2) Notwithstanding anything in the Landlord and Tenant Act, that Act does not apply to the relationship between a continuing housing

(2) Notwithstanding anything in the *Residential Tenancies Act* or the *Mobile Home Sites Tenancies Act*, those Acts do not apply to the relationship between a continuing housing association and its members unless or except to the extent that the by-laws of the association expressly provide for the application of those Acts.

47 *The Real Estate Agents' Licensing Act* is amended by repealing section 15.92(4)(b) and substituting the following:

- (b) a security deposit that is given under a tenancy that is subject to the *Residential Tenancies Act* or the *Mobile Home Sites Tenancies Act*,

48 *This Act comes into force on Proclamation.*

association and its members unless or except to the extent that the by-laws of the association expressly provide for its application.

47 Section 15.92(4) presently reads:

(4) This section does not apply to

(a) money deposited in a separate account for a client, or

(b) a security deposit as defined in the Landlord and Tenant Act.

48 Coming into force.