

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q1 – PA 572 and PA 580 (MLA Marie F. Renaud)

How many people are on AISH as of the end of fiscal year 2020-21?

Response:

The department does not retain information about the number of people on AISH. That information is maintained by the Department of Community and Social Services.

Q2 – PA 572 and PA 580 (MLA Marie F. Renaud)

As of the end of fiscal 2020-21, how many Albertans are receiving AISH benefits monthly through e-transfers?

Response:

The department does not retain information about AISH. Information regarding AISH is maintained by the Department of Community and Social Services.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q3 – PA 573 and PA 574 (MLA Marlin Schmidt)

Could you provide a written timeline of the eviction prohibitions in the 2020-21 fiscal year?

Response:

Ministerial Order 20/2020, under the authority of the *Public Health Act*, prohibited the enforcement of an order of the Residential Tenancy Dispute Resolution Service (RTDRS) or the Court of Queen’s Bench of Alberta to evict a person from a residential premises due to non-payment of rent, utilities or both due to circumstances beyond their control caused by the COVID-19 pandemic. This prohibition began on March 27, 2020 and lasted until midnight on April 30, 2020.

The eviction ban was established for this specified period to provide time for other supports to be put into place.

Q4 – PA 573 and PA 574 (MLA Marlin Schmidt)

How many residential evictions took place in Alberta after the eviction prohibition was lifted in fiscal 2020-21?

Response:

The number of actual evictions is not known, as there is no requirement for landlords to report on evictions. While landlords can make applications to the court or RTDRS to terminate a tenancy, landlords may also do this through a private process. Even if landlord recovery of possession is ordered by the RTDRS or the court, an eviction does not necessarily occur as the tenant could pay the arrears of rent and/or the landlord may not follow through with an eviction.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q5 - PA 573 and PA 574 (MLA Marlin Schmidt)

How many complaints were investigated in relation to the evictions ban?

Response:

There were eight files investigated in 2020-21 regarding rent, evictions or lockouts.

Q6 – PA 574 (MLA Marlin Schmidt)

How many consumer investigations were launched with respect to the residential rent re-payment plans? (in fiscal 2020-21)?

Response:

There were no investigations launched with respect to residential rent re-payment plans in 2020-21.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q7 – PA 574 (MLA Marlin Schmidt)

How many decisions involving residential rent re-payment plans did the RTDRS deliver in fiscal 2020-21?

Response:

There were approximately 2,350 applications for possession due to non-payment of rent over the period the Ministerial Order regarding rent re-payment plans was in effect. For each of these applications, the landlord was required to create a re-payment plan.

Q8 – PA 574 (MLA Marlin Schmidt)

Did Service Alberta issue any guidance on how landlords and tenants should come to an agreement on rent repayment plans?

Response:

Yes, Service Alberta issued two tip sheets via Alberta.ca. The first tip sheet provided information about the eviction moratorium that was implemented. The second tip sheet specifically dealt with repayment plans for missed rent and encouraged both the landlord and tenant to come to a mutual agreement. As these were temporary measures, both tip sheets were removed from Alberta.ca upon the moratorium lapsing.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q9 – PA 574 (MLA Marlin Schmidt)

Did Service Alberta measure the number of evictions that was occurring to see if federal supports were adequate to keep tenants their homes?

Response:

Evictions are not tracked by the RTDRS. In addition, there is no mechanism to determine if tenants involved in an application for termination of tenancy (eviction) would have been receiving federal supports.

Q10 – PA 574 (MLA Marlin Schmidt)

How many commercial evictions took place during fiscal 2020-21? How does this number compare with the previous fiscal year?

Response:

The *Residential Tenancies Act (RTA)* and *Mobile Home Sites Tenancies Act (MHSTA)* do not pertain to commercial tenancies.

Q11 – PA 574 (MLA Marlin Schmidt)

How many complaints were investigated with respect to commercial evictions during 2020-21?

Response:

The RTA and MHSTA do not pertain to commercial tenancies.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q12 – PA 577 (MLA Marlin Schmidt)

Can you provide a comprehensive list of the number of inquiries received by RTDRS with respect to mobile home tenancy disputes?

Response:

The RTDRS does not receive general enquiries directly. The Service Alberta Contact Centre responds to enquiries about the RTDRS. During the 2020-2021 fiscal year, the Contact Centre received 26 calls regarding RTDRS and mobile home tenancy disputes.

Q13 – PA 577 (MLA Marlin Schmidt)

Can you provide the number of resolutions that were achieved under RTDRS for mobile home tenancy disputes?

Response:

There were 40 MHSTA applications filed with the RTDRS and 30 MHSTA hearings completed in 2020/21. MHSTA applications that were received late in the fiscal year would have been scheduled for a hearing in the 2021/22 fiscal year.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q14 – PA 577 (MLA Marlin Schmidt)

Can you provide the number of people who were told they were not eligible to have their problem heard by RTDRS specifically related to mobile home tenancies?

Response:

In 2020/21, only 1 MHSTA application was not accepted upon application.

Q15 – PA 577 (MLA Marlin Schmidt)

What is the current backlog of mobile home tenancy disputes before the RTDRS?

Response:

There is no backlog specifically of MHSTA applications at the RTDRS. They are scheduled for hearing at the same rate as RTA applications. Applications for possession are currently heard within an average of 20 business days, and applications for damages are currently heard within an average of 45 days.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q16 – PA 577 (MLA Marlin Schmidt)

Could you provide a curriculum or guidance document with respect to the training of RTDRS staff that deal with mobile home tenancy disputes?

Response:

RTDRS has robust processes and procedures to guide the resolution of disputes for RTA and MHSTA. The training of RTDRS staff to deal with MHSTA focused on staff learning the MHSTA legislation and the authority of the RTDRS hearing officers within that legislative framework. As there is significant overlap between the MHSTA and the RTA, all existing processes and procedures were expanded to include mobile home site tenancy matters. A copy of the curriculum is attached.

Q17 – PA 577 (MLA Marlin Schmidt)

How many fee waivers were granted by RTDRS for fiscal year 2020-21?

Response:

\$34,200 worth of filing fees were waived, which is equivalent to 456 applications.

Q18 – PA 577 (MLA Marlin Schmidt)

How much, if any, was the budget for RTDRS reduced for 2020-21?

Response:

The budget for RTDRS was not reduced for 2020-21.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q19 – PA 579 (MLA Marlin Schmidt)

Could you provide a status update on the *Mobile Home Sites Tenancies Act* review as of the end of fiscal year 2020-21?

Response:

At the end of fiscal year 2020-21, two separate engagement efforts were completed. An online survey was conducted from November 16 to December 13, 2020, and 1,278 responses were received. Eighty-two per cent of the responses were from mobile home site tenants, and 8.5 per cent were from landlords. In addition, four roundtable discussions were held from February 11 to 19, 2021, to engage key stakeholders. Thirty-two participants were engaged in these discussions, including tenants (8), landlords (12), industry (2), municipalities (10), and representatives from Service Alberta, Health, Municipal Affairs and Seniors and Housing.

Results of these initiatives engagements were in the process of being analyzed at the end of 2020-21.

Q20 – PA 579 and PA 580 (MLA Rakhi Pancholi)

With respect to Performance Measure 2a in Annual Report pages 25 and 26, the measure refers to the number of FOIP requests completed within 60 days. But the results that are listed refers to the percentage of FOIP requests handled within 60 days. Could you clarify the distinction between what a completed request and a handled request is?

Response:

There is no distinction between a “completed request” and “handled request”; this wording has been used in historical Service Alberta Annual Reports. We will endeavor to align the wording to make it less confusing going forward.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q21 – PA 579 and PA 580 (MLA Rakhi Pancholi)

How many FOIP requests received during fiscal 2020-21 resulted in information disclosed to the applicant?

Response:

A total of 1,605 of the FOIP requests processed during fiscal 2020-21 resulted in information either being totally or partly disclosed to the applicant.

Q22 – PA 579 and PA 580 (MLA Rakhi Pancholi)

How many FOIP requests were abandoned after the applicant received a fee estimate?

Response:

Forty FOIP requests were abandoned after a fee estimate was sent.

Q23 – PA 579 and PA 580 (MLA Rakhi Pancholi)

Could you clarify how the ministry met its target of 60 days for FOIP requests given that during the pandemic the time limit was extended to 90 days under public health orders? How did this impact the number of FOIP requests that were handled?

Response:

FOIP services always strives to process FOIP requests in a timely manner (i.e., under the 30 day performance metric). The Public Health Order allowed FOIP requests to be completed in 90 days instead of 30 days for three months. During that three month period over 85 percent of the requests were completed within 90 days.

A large number of requests received were in regards to the pandemic; the time extension allowed for some mitigation of pandemic-related

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

factors (e.g., staff working remotely, delays in contacting applicants, searching for records and processing).

Q24 – PA 580 (MLA Rakhi Pancholi)

With respect to in-person engagement listed under Performance Indicator 1b on page 23 of the Annual Report, it lists that 210,000 in person engagements occurred during 2020-21 as compared to 8,000 for the previous year. How did so many in-person engagements occur during a pandemic? How does the Ministry define an "in person engagement"?

Response:

Due to the pandemic, Service Alberta expanded the definition of "in-person engagement" to include any engagement contacts, including virtual contacts such as online meetings. The number being used is inclusive of all such contacts. As noted in the annual report, much of this came through a specific push by the Consumer Investigations Unit to reach more individuals through their activities.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q25 – PA 580 (MLA Rakhi Pancholi)

It was indicated that the ministry was doing a review or an analysis of its performance with respect to the emergency isolation benefit rollout. Could you provide the analysis that was done by the ministry as to the problems and lessons learned?

Response:

The problems and lessons learned were:

- Problem: The Emergency Isolation Support system saw unprecedented traffic volumes.
 - Lesson learned: Government staff introduced a queue system to handle large volumes of requests to verify MyAlberta Digital ID accounts. This queue solution has since been implemented in other solutions as needed.
- Problem: To meet the urgent timelines of delivering emergency benefits on a province-wide scale to Albertans in need, the speed of designing, building and testing the system did not allow for fulsome stakeholder input.
 - Lesson learned: We have prototypes now of rolling out emergency benefits on a large scale and can use these in the future to streamline questions and testing with stakeholders, including other departments.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q26 – PA 580 (MLA Marie F. Renaud)

Could we get how you've tabled the terms of reference for the non-profit legislation consolidations project and talk about the work and processes that this group is doing?

Response:

In fiscal year 2020/21, a review of non-profit legislation was contemplated and work began with Culture and Status of Women to frame out what could be done. Work is preliminary and no decisions on scope have been made yet.

Q27 – PA 580 (MLA Marie F. Renaud)

With respect to the Open Government Portal, could you provide the process for determining what data is put on the portal and when is the data updated? Is there a schedule or timetable that each ministry follows?

Response:

The Open Data Portal operates in a federated model. Governance of data resides with the department that controls the data. Departments are accountable for managing their own data published on the portal. Service Alberta does not have the authority/power to impose timelines.

Prior to publishing any data sets to the portal, departments are required to complete an open data assessment checklist, provided by Service Alberta's Open Government Data portal team. The checklist includes requirements for consultation with FOIP services, Ministry Information Security Officer, Legal Services and Communications.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q28 – PA 580 (MLA Roger W. Reid)

In May 2017, the Auditor General recommended that Service Alberta complete its plans to implement a comprehensive inventory system for information technology applications across government with the supporting processes to maintain that inventory. What has been done? What progress has been accomplished to address this recommendation?

Response:

- In June 2017, the Government of Alberta (GoA) Application Catalogue was created to document the GoA's IT application landscape. The purpose is to:
 - track the inventory of applications along with pertinent information such as criticality, sensitivity, and systems ownership;
 - better understand application health;
 - better assess cross-governmental impacts of various initiatives;
 - identify areas where efficiencies can be introduced by eliminating redundancy; and
 - proactively forecast expenditures related to application upgrades and replacements.
- In April 2020, processes supporting the catalogue were implemented and the recommendation was ready for follow up by the OAG.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q29 – PA 580 (MLA Roger W. Reid)

In October 2014, the Auditor General recommended that Service Alberta improve the recovery of critical information technology applications for the government of Alberta. Has this audit recommendation been addressed?

Response:

- Service Alberta maintains an IT Disaster Recovery Framework (Best Practices, Guidance, Tools, Monitoring, and Reporting) to assist departments in developing IT Disaster Recovery Plans that are consistent and effective.
- Service Alberta has made significant progress on satisfying the OAG's 2014 disaster recovery recommendation. Disaster recovery plans for critical IT applications are tested through Service Alberta's annual disaster recovery exercise.
- Annual disaster recovery planning and testing on government IT systems is typically scheduled for November of each year. It is essential that critical IT systems be tested regularly to ensure that they can be relied on in times of natural disasters and other crisis.
- The COVID-19 pandemic caused the 2020 IT Disaster Recovery Exercise to be cancelled.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q30 – PA 580 (MLA Roger W. Reid)

In October 2012, the Auditor General recommended that the government assess the risk to public information assets throughout the government, determine if the government has adequate IT security policies, standards, and controls to mitigate risks and to determine who is responsible and accountable to ensure that public information assets are adequately protected. Again, what progress has been made to address this recommendation?

Response:

- The GoA assesses, monitors, and treats risks to public information assets through four mechanisms:
 - Design specifications and standards: In 2012, Service Alberta implemented a set of Information Security Management Directives (ISMD) representing the basic security controls to be implemented for all IT solutions. ISMD controls are assessed for compliance monthly across departments.
 - Pre-production assessments: In 2017, the IMT Security Risk Management framework was implemented including processes, templates, and an online corporate IT security risk register. All new or upgraded IT systems are put through this framework, including risk treatment plan acceptance, before being allowed to production.
 - Post-production assessments: Since 2015, Cybersecurity Services performs monthly vulnerability scans on the IT infrastructure and web-based applications. Identified vulnerabilities are resolved according to their criticality.
 - Ongoing Monitoring of Security Controls: The GoA network is monitored 24x7x365 for potential security threats and suspicious activities. Identified threats are assigned to staff for investigation and resolution.

Since February 2017, all new and upgraded systems entering the GoA IT environment have been risk assessed and their risks included in the corporate IT security risk register. Legacy systems that have not required an upgrade are being assessed when resources are available.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

- This recommendation is expected to be fully addressed upon completion of the risk assessment of the remaining 774 legacy applications by March 31, 2023.

Responses to the Public Accounts Committee Follow-up Questions to October 26, 2021 Meeting

Q31 – PA 580 (MLA Jacqueline Lovely)

Page 19 of the annual report mentions collaboration between your department and the Real Estate Council of Alberta. Real estate affects all Albertans, so I would like to discuss this collaboration. Can you provide some insight into the nature of the collaboration between your department and the Real Estate Council of Alberta, particularly regarding the legislative changes introduced in 2020? I would like a bit of a progress report on this, whether it has occurred as the ministry has anticipated.

Response:

- Service Alberta worked with the Real Estate Council of Alberta (RECA), as well as other real estate stakeholders, to identify the governance challenges that had been affecting the organization and to develop the legislative changes that would restore faith in the regulator.
- Since the amendments in 2020, Service Alberta has played a vital role in assisting in the implementation of the new governance model, supporting ongoing collaboration with industry, and working with the new RECA governors and administration to support their work to implement the requirements that were established through the Act.
- Since the legislation was introduced in 2020, RECA has continued to license people, investigate complaints, and take actions when warranted against licensees.
- In addition, specific areas of focus included conducting a transparent recruitment process for public members to serve on the Board and the four Industry Councils, and carrying out elections for the industry members on each of the Industry Councils, to stand up the new governance model on December 1, 2020.
- The new board and Industry Council members participated in extensive orientation to the organization and legislation, and developed an action plan to deliver on the requirements of the Real Estate Act (such as development of new bylaws, a plan to divest responsibility for delivery of education, and approving RECA's annual report and financial statements for 2019-20 fiscal year).

SUMMARY OF MHSTA TRAINING FOR RESIDENTIAL TENANCY DISPUTE RESOLUTION SERVICE

Training Materials Provided:

- 1) RTDRS Regulation Amended
- 2) MHST Ministerial Regulation
- 3) MHSTA Amended
- 4) MHSTA Disputes and Remedies cheat sheet – attached

Agenda/Discussion Points

MHSTA deals with rental of the site, RTA with the rental of the Mobile home

1. **Changes to Forms-**
2. **MHSTA Applications**
 - a) **RTDRS jurisdiction of MHSTA Applications as of June 1, 2020, and November 16, 2020.**

Excerpts from the MHSTA

Landlord's remedies

30 *If a tenant commits a breach of a tenancy agreement or contravenes this Act, 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 or contravention;*
- (c) *recovery of compensation for the use and occupation of the mobile home site by the overholding tenant;*
- (d) *recovery of possession of the mobile home site from the overholding tenant;*
- (e) *termination of the tenancy by reason of a substantial breach.*

Tenant's remedies

39 *If a landlord commits a breach of a 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;*
- (b) *abatement of rent to the extent that the breach or contravention deprives the tenant of the benefit of the tenancy agreement;*
- (c) *compensation for the cost of performing the landlord's obligations;*
- (d) *termination of the tenancy by reason of the breach or contravention if in the opinion of the court the breach or contravention is of such significance that the tenancy should be terminated.*

b) Procedure if an application is filed that the RTDRS does not yet have the authority to deal with,

RTDRS REGULATION, S.17

(1.1) During the period beginning on the day this section comes into force and ending on November 15, 2020, a tenancy dispute officer shall make an order that a matter cannot be heard by the Dispute Resolution Service where the application is made under section 59.3 of the *Mobile Home Sites Tenancies Act* and may require an order for a remedy other than the remedies listed in sections 30(a) and (c) to (e) and 39(b) to (d) of that Act.

(2) Where a tenancy dispute officer makes an order under subsection (1) or (1.1), the applicant must choose

- (a) to withdraw the application, or
- (b) to designate the court to which the matter is to be transferred.

c) Procedure if the application is outside of RTDRS Jurisdiction entirely:

d) Landlord Applications for retroactive Termination of Tenancy

Excerpt from MHSTA

Termination of tenancy for substantial breach

32(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 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 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.

e) Tenants own the mobile home but cannot afford to move the home to a different site.

Excerpt from MHSTA

Recovery of damages

36 In an application to a court for the recovery of damages resulting from the tenant's breach of the tenant's covenant to vacate the mobile home site at the expiration or termination of the tenancy, a landlord may recover

- (a) general damages the landlord has suffered resulting from the tenant's failure to vacate the mobile home site, and
- (b) special damages the landlord has suffered resulting from the landlord's liability to a new tenant because of the landlord's failure to deliver possession of the mobile home site to the new tenant, if those damages could reasonably have been foreseen by the tenant as a consequence of the tenant's failure to vacate the mobile home site.

1982 cM-18.5 s31

Order for possession

37 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,
- (b) shall include a statement to the effect that a civil enforcement agency has authority, after service of the order has been effected, to evict any occupant of the mobile home site, and
- (c) may be served in a manner provided for by [section 60](#) or in any other manner that the court directs.

RSA 2000 cM-20 s37;2011 c14 s20

Requirements respecting eviction

37.1 A civil enforcement agency has authority to evict an occupant from a mobile home site

- (a) only in accordance with an order for recovery of possession, and
- (b) unless the court orders otherwise, only after the civil enforcement agency is satisfied that
 - (i) the order has been served on the tenant or overholding tenant, and
 - (ii) an affidavit of service has been filed in the Court of Queen's Bench by the person who has the order for recovery of possession.

2011 c14 s20

Notice of default required

38 If an order for recovery of possession of a mobile home site is stayed while payments are being made in accordance with the order granting the stay, the order for recovery of possession may not, unless the court orders otherwise, subsequently be enforced until notice of default is served on the tenant.

- f) Tenants can afford to move the mobile home, but cannot find an available site.**
- g) The Landlord buys a property on the outskirts of town, intends to use it for commercial development in the future, and sets the land up as a mobile home site which then fails to be adequately maintained.**
- h) Damage to the Tenant property (including the mobile home) when the Landlord does not reasonably maintain the mobile home park (ie. Drainage, snow removal)**

- i) Sub-metering of utilities and the concern that the meters installed by the Landlord may not be accurate.**
- j) Mobile home sites that are stand alone rather than being part of a mobile home park.**

Excerpt from the MHSTA

1(h) “mobile home site” means land rented or intended to be rented as a site for the purpose of being occupied by a mobile home where

(i) the mobile home is used for residential purposes, and

(ii) the owner of the mobile home is not the same person as the owner of the site on which the mobile home is to be located;

- k) Economic Evictions**
- l) An application which includes the rental of both the mobile home and the mobile home site.**
- m) Definition and contextual meaning of “sound and fit”.**
- n) Jurisdiction surrounding recreational vehicles.**

MHSTA Section 1

1 (f) “mobile home” means a structure whether ordinarily equipped with wheels or not, that

(i) is constructed or manufactured to be moved from one point to another, and

(ii) is intended to be occupied by one or more persons,

but does not include a holiday trailer or a recreational vehicle when the holiday trailer or recreational vehicle is being used for bona fide recreational purposes;

- o) Definition and contextual meaning of reconfiguration (of the whole or part of the mobile home park.)**
- p) 48 hours instead of 24 hours termination for assault.**
- q) Limitation period *12 months***
- r) Discussion surrounding time to vacate/default periods.**

MHSTA	Does the RTDRS have jurisdiction?
Mobile home	<p>YES: If not a recreational vehicle.</p> <p>MHSTA Sections: 1(1)(f) Mobile home: means a structure whether ordinarily equipped with wheels or not, that</p> <ul style="list-style-type: none"> (i) is constructed or manufactured to be moved from one point to another, and (ii) is intended to be occupied by one or more persons, <p>but does not include a holiday trailer or a recreational vehicle when the holiday trailer or recreational vehicle is being used for bona fide recreational purposes* (* if the recreational vehicle is being used as the tenant’s primary place of residence and the intention is to be a long-term tenancy versus “recreational use” then the MHSTA will apply – for example, a campground, RV park)</p>
Mobile home park	<p>YES: Section 1(1)(g) Mobile home park: means a parcel of land that includes not less than 3 mobile home sites rented or held out for rent</p>
Mobile home site	<p>YES: Section 1(1)(h) Mobile home site: means land rented or intended to be rented as a site for the purpose of being occupied by a mobile home where</p> <ul style="list-style-type: none"> (i) the mobile home is used for residential purposes, and (ii) the owner of the mobile home is not the same person as the owner of the site on which the mobile home is to be located;
Purchase-money security agreement	<p>YES: Section 1(1)(l) Purchase-money security agreement: means an agreement that provides for a purchase-money security interest</p>
Purchase-money security interest	<p>YES: Section 1(1)(m) Purchase-money security interest means:</p> <ul style="list-style-type: none"> (i) a security interest taken or reserved by a seller in a mobile home to secure payment of all or part of its purchase price, or (ii) a security interest that is taken by a person who gives value for the purpose of enabling the debtor to acquire rights in or to a mobile home, to the extent that the value is applied to acquire those rights;

<p>Landlord</p>	<p>YES: Section 2(1) and (2) Landlord means: 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 successors in title of the owner, 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 successors in title of the person referred to in clause (a), 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) A reference to subtenancy in this section is to a subtenancy that has been made in accordance with the tenancy agreement and this Act.</p>
<p>Tenant</p>	<p>YES: Section 3(1) Tenant means: 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, if that person dies, the personal representatives and 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, if that person dies, the personal representatives and 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, if that person dies, the personal representatives and 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, if that person dies, the personal representatives and 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.</p>
<p>Application of Act</p>	<p>YES: Section 4 Application means: (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 the tenant's tenants, and (b) does not apply to the tenancy. (3) Any waiver or release by a tenant of the rights, benefits or protections provided the tenant under this Act is void. (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:</p>

	<p>The tenancy created by this agreement is governed by the <i>Mobile Home Sites Tenancies Act</i> and, if there is a conflict between this agreement and the Act, the Act prevails.</p>
<p>Notice to Terminate Monthly Tenancy in a Mobile Home Park</p>	<p>YES: Section 8 Only applies to mobile home parks:</p> <p>(1) Subject to section 9, a notice to terminate a monthly tenancy must be served</p> <p>(a) by a tenant on the tenant’s 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</p> <p>(b) by a landlord on the landlord’s tenant, on or before the first day of a notice period of 6 consecutive tenancy months to be effective on the last day of the notice period.</p> <p>(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.</p> <p>(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.</p>
<p>Notice to Terminate a Monthly Tenancy in a Mobile Home Site</p>	<p>YES: Section 9 Only applies to mobile home sites not located in a mobile home park:</p> <p>(1) This section applies only to</p> <p>(a) a tenancy of a mobile home site if the mobile home site is not located in a mobile home park, or</p> <p>(b) a subtenancy that is not referred to in section 4(2).</p> <p>(2) A notice to terminate a monthly tenancy must be served</p> <p>(a) by a tenant on the tenant’s landlord, on or before the first day of a tenancy month to be effective on the last day of the tenancy month, or</p> <p>(b) by a landlord on the landlord’s 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.</p>

<p>Notice to Terminate for Specific Reasons</p> <p>Only applies to Mobile Home Parks</p>	<p>YES: Section 13:</p> <p>(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</p> <p>(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,</p> <p>(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</p> <p>(c) for the purpose of obtaining vacant possession of the mobile home site in order that the site may be sold or leased to a cooperative under the <i>Cooperatives Act</i> 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.</p> <p>(2) Notwithstanding subsection (1), if the tenancy agreement is terminated by the tenant before the day specified in the notice, the landlord may rent the mobile home site to another tenant for the period remaining until the day specified in the notice, if the landlord gives that tenant notice of the termination date before entering into the tenancy agreement.</p>
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<p>Rent Increases</p>	<p>YES: Section 16:</p> <p>(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 180 days before the date on which the increase is to be effective.</p> <p>(2) If the tenancy agreement provides for a period of notice longer than 180 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.</p> <p>(3) A landlord shall not increase the rent payable under a tenancy agreement or recover any additional rent resulting from an increase unless</p> <p>(a) 180 days has passed since the commencement of the tenancy, or</p> <p>(b) 180 days has passed since the last rent increase.</p> <p>(4) A tenant under a periodic tenancy who receives a notice under this section 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.</p> <p>(5) A tenant who pays rent in excess of that permitted by subsections (1), (2) and (3) may recover the excess rent from the landlord by commencing an action in a court.</p> <p>(6) The period of notice required by subsection (1) may be modified by a regulation made under section 66(1)(j).</p> <p>(7) The amount of time between increases in rent required by subsection (3) may be modified by a regulation made under section 66(1)(i).</p> <p>** Rent increase were modified in the Ministerial Regulation to apply the 365 day rule</p>
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<p>Change in Tenancy Agreement</p> <p>Only applies to Mobile Home Parks</p>	<p>YES: Section 17:</p> <p>(1) This section applies only to a tenancy of a mobile home site if the mobile home site is located in a mobile home park.</p> <p>(2) If a person has been a tenant of a landlord for not more than 12 consecutive tenancy months, any increase in rent or other change in the terms of a tenancy agreement that is imposed by the landlord for the purpose of causing the tenant to terminate the tenant's tenancy agreement is void.</p>
<p>Landlord's Covenants</p>	<p>YES: Section 18:</p> <p>The following covenants of the landlord form part of every tenancy agreement:</p> <p>(a) that the mobile home site will be available for occupation by the tenant at the beginning of the tenancy;</p> <p>(b) that, subject to section 26, neither the landlord nor a person having a claim to the mobile home site under the landlord will in any significant manner disturb the tenant's possession or peaceful enjoyment of the mobile home site;</p> <p>(c) that, at the commencement of the tenancy, the mobile home site will be sound and fit;</p> <p>(d) that throughout the tenancy the landlord shall take all reasonable steps</p> <p>(i) to maintain the mobile home site sound and fit,</p> <p>(ii) to maintain the common areas habitable and in good repair,</p> <p>(iii) to maintain all electric, plumbing, sanitary, heating, fuel and other facilities supplied by the landlord sound and fit for the purposes for which they are intended,</p> <p>(iv) to provide for, or ensure the provision of means for, the removal or disposal of garbage at reasonable intervals, and</p> <p>(v) to maintain proper access to the mobile home site.</p> <p>NOTE: (c) and (d) above will be the basis of many applications filed with RTDRS</p>
<p>Notice of Landlord</p> <p>Only applies to Mobile Home Parks</p>	<p>YES: Section 20:</p> <p>(2) This section applies only to mobile home sites located in mobile home parks.</p> <p>The other requirements are the same as RTA for Notice of Landlord</p>
<p>Disclosure of Rules</p>	<p>YES: Section 23:</p> <p>(1) Prior to a person entering into a tenancy agreement with a landlord, the landlord shall disclose in writing to that person all rules concerning the tenancy that exist at the time that the tenancy agreement is entered into.</p> <p>(2) Subsequent to a tenant entering into a tenancy agreement, a landlord may from time to time make, amend or replace the rules if the rules or the amendment or replacement of the rules is reasonable in the circumstances and intended to</p> <p>(a) promote the convenience, safety or welfare of the mobile home site residents;</p> <p>(b) preserve the landlord's property from abusive use;</p> <p>(c) make a fair distribution of services and facilities held out for the general use of the mobile home site residents.</p> <p>(3) Rules made, amended or replaced pursuant to subsection (2) are enforceable against the tenant only if</p> <p>(a) the rules apply and are applied to all mobile home site tenants of the landlord in a fair manner,</p>

	<p>(b) the rules are sufficiently explicit in their prohibition, direction or limitation of the tenant’s conduct so as to fairly inform the tenant of what the tenant must or must not do in order to comply with the rules,</p> <p>(c) reasonable notice in writing of the rules is given to the tenant, and</p> <p>(d) the rules do not substantially modify the tenancy agreement of the tenant.</p> <p>(4) Notwithstanding subsection (3)(c), a rule pertaining to the</p> <p>(a) safety of mobile home site residents, or</p> <p>(b) use of common areas,</p> <p>may be made, amended or replaced by the landlord without notice.</p>
<p>Disclosure of Fees</p>	<p>YES: Section 24:</p> <p>(1) Prior to a person entering into a tenancy agreement with a landlord, the landlord shall disclose in writing to that person all fees, charges and assessments payable by that person to the landlord in respect of the tenancy that are in addition to the rent payable.</p> <p>(2) Subsequent to a tenant entering into a tenancy agreement, no fees, charges or assessments disclosed under subsection (1) may be increased or additional fees, charges or assessments may be imposed, without written notice being given to the tenant.</p> <p>(3) Written notice under subsection (2) shall be given to the tenant at least</p> <p>(a) 180 days, in the case of a mobile home site located in a mobile home park, and</p> <p>(b) 90 days, in the case of a mobile home site not located in a mobile home park, before the date the increase or addition is to be effective.</p>
<p>Tenant’s Right to Transfer</p> <p>Only applies to Mobile Home Parks</p>	<p>YES: Section 27:</p> <p>(1) This section, other than subsection (9), applies only to a tenancy of a mobile home site if the mobile home site is located in a mobile home park.</p> <p>(2) A tenant has the right</p> <p>(a) to assign or sublet the mobile home site, and</p> <p>(b) to sell, lease or otherwise part with the possession of the tenant’s mobile home in conjunction with an assignment or subletting of the mobile home site.</p> <p>(3) No landlord shall restrict or interfere with the exercise of a right under subsection (2) except as provided in this section.</p> <p>(4) A tenancy agreement may provide that the exercise of a right under subsection (2) is subject to the landlord’s consent.</p> <p>(5) A landlord shall not arbitrarily or unreasonably withhold the giving of the landlord’s consent under subsection (4).</p> <p>(6) Unless a contrary intention is expressed in the tenancy agreement, a provision requiring the landlord’s consent to the exercise of a right under subsection (2) applies to a subsequent exercise of the same right.</p> <p>(7) If a landlord does not answer a request for the landlord’s consent within 15 days from the date the landlord receives notice of the request, the landlord is deemed to have given that consent.</p> <p>(8) A landlord shall not charge or receive a commission or fee, other than the landlord’s reasonable expenses actually incurred, in connection with the exercise by a tenant of a right under subsection (2) unless otherwise provided for in a separate written agency agreement that is entered into by the tenant</p> <p>(a) subsequent to the tenant entering into the tenancy agreement, and</p> <p>(b) at the time that the tenant decides that the tenant wishes to offer the tenant’s mobile home for sale or lease or otherwise part with possession of the tenant’s mobile home.</p> <p>(9) Nothing in this section prohibits a tenant in respect of a tenancy not referred to in subsection (1) from assigning or subletting the tenant’s mobile home site.</p>

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Moving Mobile Homes	<p>YES: Section 28:</p> <p>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.</p> <p>(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</p> <p>(a) unduly disturb the peace and quiet of the park,</p> <p>(b) violate the traffic rules of the park, or</p> <p>(c) create a danger to persons or damage property in the park.</p>
Fees for Certain Activities	<p>YES: Section 29:</p> <p>(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</p> <p>(a) brings a mobile home into or removes a mobile home from a mobile home park, or</p> <p>(b) installs or removes a mobile home from a mobile home site in a mobile home park.</p> <p>(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.</p> <p>(3) This section does not apply when the tenant is exercising a right under section 27(2).</p>
Where Site is Occupied by Surviving Spouse or Partner	<p>NO: Section 32.1:</p> <p>If a mobile home site is occupied by a surviving spouse or adult interdependent partner pursuant to Division 1 of Part 5 of the <i>Wills and Succession Act</i>, any application under section 30 or 32 must be made to the Court of Queen's Bench.</p>

<p>Termination of Tenancy for Damage or Assault</p>	<p>YES: Section 33(1): (1) Notwithstanding section 32, 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, 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.</p> <p>NOTE: the notice period is 48 hours versus 24 hours in RTA The remainder of this section is the same at RTA (Section 32 is the Substantial Breach)</p>
<p>Abandoned Mobile Home</p>	<p>NO: Section 35: Applications under this section must be made through the Court of Queen’s Bench.</p>
<p>Tenant’s Remedies</p>	<p>YES: Section 39 Same remedies as under RTA</p>
<p>Offences and Penalties</p>	<p>YES: Section 63 (1) A person who contravenes (a) section 7(3), 20, 26, 27(3), 48, 49, 50 or 51(1) or (5), (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. (1.1) A landlord who fails to give the minimum required period of notice under section 13 when terminating a tenancy for the purposes referred to in section 13(1) is guilty of an offence and liable to a fine of not more than \$10 000. (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) or (1.1). (3) A justice who convicts a landlord of contravening section 51(1) or (5) 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 50. (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.</p>
<p>Limitation Period</p>	<p>YES: Section 64 No proceedings may be instituted under section 63 more than 12 months after the time when the alleged offence occurred.</p> <p>NOTE: The Limitation Period is only 12 months vs 3 years in RTA</p>

MHSTA - Ministerial Regulation	Does the RTDRS have jurisdiction?
Termination of Periodic Tenancies	<p>YES: Section 2</p> <p>(1) In this section, “relative” includes any relative by blood, marriage or adoption or by virtue of an adult interdependent relationship.</p> <p>(2) For the purposes of section 7 of the Act, a landlord may terminate the periodic tenancy of a tenant for one or more of the following reasons:</p> <p>(a) the landlord or a relative of the landlord is going to occupy the mobile home site after the tenant vacates the site;</p> <p>(b) the landlord has entered into an agreement to sell the mobile home site of the tenant in which all conditions have been satisfied or waived and</p> <p>(i) the purchaser or a relative of the purchaser is going to occupy the mobile home site after the tenant vacates the site, and</p> <p>(ii) the purchaser requests in writing that the landlord give the tenant a notice to terminate the tenancy;</p> <p>(c) utilities on the mobile home site of the tenant are to be installed, repaired or improved and it is not reasonable to do the work unless the site is unoccupied;</p> <p>(d) in the case of a tenancy of a mobile home site located in a mobile home park, the site is to be eliminated or the boundaries of the site are to be substantially altered through</p> <p>(i) a reconfiguration of the whole or part of the mobile home park, or</p> <p>(ii) the creation, widening or reconfiguration of a road in the mobile home park;</p> <p>(e) in the case of a tenancy of a mobile home site that is not located in a mobile home park, the land in the mobile home site is no longer to be used as a mobile home site.</p>
Abandoned Goods	<p>YES: Section 4</p> <p>(1) The prescribed amount for the purposes of section 34(2) and (3) of the Act is \$1000.</p> <p>(2) The prescribed period for the purposes of section 34(4)(a) of the Act is 30 days.</p> <p>NOTE: The prescribed amount is \$1,000 vs \$2,000 for RTA.</p>

Mobile Home Sites Tenancies Act (MHSTA) Disputes and Remedies - updated for November 16, 2020

Allegation or Type of Dispute	Arrears of Rent/Utils Rent abatement CFPLO, CFOT Poss'n/Termination	Damages (up to \$50K) or recovery of Security Deposit	Specific Performance only through Court of QB
Tenant fails to pay of rent when due [s.25(a)]	✓		
Tenant fails to pay fees, charges or assessments in tenancy agreement [s.24]	✓		
Tenant fails to pay sub-metered utilities	✓		
Economic Eviction * [s.16 and common law, also s.2.1 and 2.2 of Min Reg]	✓		
Tenant interfered with rights of landlord, common areas or MHS property [s.25(b)]	✓	✓	
Tenant interfered with rights of other tenants [s.25(c)]	✓	✓	
Tenant performing illegal acts, trade, business [s.25(d)]	✓	✓	
Tenant endangering persons or property on the MHS [s.25(e)]	✓	✓	
Tenant has done or permitted significant damage to MHS, common areas [s.25(f)]	✓	✓	
Tenant failed to maintain MHS in reasonably clean condition [s.25(g)]	✓	✓	
Tenant failed to vacate the MHS at expiration/termination of tenancy [s.25(h),s.36]	✓	✓	
Termination of tenancy for significant damage, physical assault [s.33]	✓	✓	
Application by surviving spouse or adult interdependent partner [s.32.1]			✓
Disturbing the tenant's possession or peaceful enjoyment of the MHS [s.18(b)]	✓	✓	
Failure by LL to maintain MH site sound & fit, ie. drainage, roadways [s.18(c),(d)(i)]	✓	✓	✓
Failure by LL to maintain common areas habitable and in good repair [s.18(d)(ii)]	✓	✓	✓
Failure by LL to maintain electric, plumbing, heating, sound and fit [s.18(d)(iii)]	✓	✓	✓
Failure by LL to provide for removal of garbage at reasonable intervals [s.18(d)(iv)]	✓	✓	✓
Failure by LL to maintain proper access to MHS [s.18(d)(v)]	✓	✓	✓
Damage to mobile home owned by tenant due to failure by LL as above [s.39]	✓	✓	

Failure on part of LL to have MHS available for occupancy [s.18(a), and s.40]	✓	✓	✓
LL failed to deliver security deposit after tenant gives up possession [s.51]		✓	
LL has charged unreasonable commission/fee for transfer of possession [s.27(8)]		✓	
LL has charged unreasonable commission/fee for moving MH on/off site [s.29(1)]		✓	
LL unlawfully sells abandoned goods of MHS tenant re s.34(4)(b)		✓	
LL unreasonably withholding consent for transfer of possession of MHS [s.27]		✓	
Application by LL to sell, dispose of, store abandoned mobile home [s.35]			✓

*see Milner's Aloha Mobile Home Park (1998) Ltd v Jenkins, 2014 ABQB 229 (Master in Chambers)

Key:

- CFPLO = Compensation for Performing Landlord's Obligations
- CFOT = Compensation for Overholding Tenant
- MHS = mobile home site
- The rows checked off in the blue columns could be heard by RTDRS.
- The rows checked off in the orange column will be referred to QB if the party is seeking the remedy of specific performance.
- The rows tinted grey will always have to be heard by QB.