

Paying the rent

Rent must be paid in full and on time. All tenancy agreements must clearly state the day rent is due. Tenants must pay the rent in full by the end of that day.

When multiple tenants are on the same tenancy agreement, the tenants are responsible together and individually to make sure the rent is paid in full and on time (unless the tenancy agreement indicates otherwise).

The only exceptions are if a tenant and landlord agree otherwise in writing, or if the Residential Tenancies Office orders otherwise.

A landlord:

- does not have to accept partial payment of rent. If they do, the rent is still considered unpaid and the tenant must still pay the full amount;
- must provide a receipt when a tenant pays the rent in cash; and
- must make it clear how and when the rent payment is to be made.

Unpaid rent

A landlord may serve the tenant with a written Notice of Unpaid Rent if rent is not paid in full on the day it is due.

If the tenant pays all the outstanding rent within five (5) days of receiving the Notice of Unpaid Rent, the tenancy continues.

If rent remains unpaid five (5) days after the tenant receives the Notice of Unpaid Rent, the landlord may give the tenant a 14-day Notice to End the Tenancy for Unpaid Rent.

The tenancy may end fourteen (14) days after the tenant receives the Notice to End the Tenancy, unless within seven (7) days the tenant:

- pays the overdue rent, which voids the notice to end the tenancy; or
- applies for dispute resolution with the Residential Tenancies Office.

Repeated late payment of rent

If rent is repeatedly late, a landlord may give the tenant a 14-day Notice to End the Tenancy for repeated late payment of rent. The tenant must still pay the outstanding rent but doing so will not void the notice to end the tenancy. The tenant may apply for dispute resolution with the Residential Tenancies Office.

Late or unpaid utility charges

When a tenancy agreement requires the tenant to pay utility charges (e.g. heat, hydro or cable or other services) to the landlord and the tenant has not paid those charges, the landlord can treat the unpaid utility charges as unpaid rent.

Before serving the tenant with a 14-day Notice to End the Tenancy, the landlord must first tell the tenant in writing to pay the utilities and give the tenant fifteen (15) days to pay the outstanding utility charges.

Rent receipts

A landlord must provide a tenant with a receipt for any rent paid in cash. There is no requirement for a landlord to provide a receipt to a tenant if the rent is not paid in cash.

If a tenant believes they might require proof of rent payments, it is a good idea for them to use cheques, e-transfer or other traceable forms of payment that can be relied on for documentary proof.