

Paying the rent

Rent must be paid in full and on time.

All tenancy agreements must clearly state the day that rent is due. Tenants must pay the rent in full by the end of that day.

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

Any agreement between the landlord and tenant should be put in writing and signed by both parties.

Problem: Without proof of a written and signed agreement showing a new payment plan, it may be impossible to prove that the parties reached another agreement. This could have serious consequences for the parties if a dispute arises.

A landlord:

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

There are limited situations when a tenant can withhold all or part of the rent. These are:

- by order of the RTO;
- when the landlord agrees in writing; and
- if the landlord increases the rent in a manner contrary to the *Residential Landlord and Tenant Act*.

Late or unpaid rent

Non-payment or partial payment of rent can be grounds for a landlord to give a tenant a 14-day notice to end the tenancy for cause.

First time rent is late: If the tenant pays all the outstanding rent within five days of receiving the notice, the notice becomes void, and the tenancy continues.

Repeated non-payment: However, if the non-payment of rent is repeated, paying within five days will not void the eviction notice.

Late or unpaid utility charges

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

However, before serving the tenant with a 14-day notice, a landlord must first provide the tenant with a written demand and give the tenant 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**. However, there is no general 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 or other traceable forms of payment that can be relied on for documentary proof.