

Paying the rent

Rent must be paid in full and on time. The day that the rent payment is due must be clearly stated in the tenancy agreement. Rent payment is overdue if the full amount is not paid by the end of the day it is due. The only exceptions are if a tenant and a landlord have agreed otherwise in writing, or if the tenant is complying with an order from the Residential Tenancies Office (RTO).

Any agreement between the landlord and tenant should always be put in writing and signed by both parties – the example below illustrates the potential risk of not getting an agreement in writing.

Example scenario

A tenant and a landlord sign a tenancy agreement that states the rent is due (in full) on the first day of the month. A few months into the tenancy, the tenant mentions to the landlord that they want to start paying the rent in two monthly instalments (half on the first day of the month and the other half on the 15th day of the month) rather than one monthly payment. The landlord doesn't appear to disagree with the idea, but the landlord and the tenant do not write down and sign a new payment agreement.

The following month, when the tenant doesn't pay the full rent on the first day of the month, the landlord serves the tenant with a 14-day notice to end tenancy. When the tenant calls the landlord to say they thought they had agreed on a new payment plan, the landlord denies ever having told the tenant that they could pay the rent in two monthly instalments.

Problem: Without the proof of a written and signed agreement showing the new payment plan, it may now be impossible for the tenant to prove that the full rent wasn't due on the first of the month.

A landlord:

- does not have to accept partial rent payment 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 the entire or partial 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 rent and 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 then 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.