

May 25, 2026

## Can a Landlord Double Your Rent?

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**Report Commented On:** Alberta Law Reform Institute, [Residential Tenancies Act: Before and During a Tenancy, Issue Paper 7](#)

Imagine that you are currently a tenant who has been renting an apartment for \$825 per month. You have been paying the same monthly rent since 2016. One day, your landlord serves you with a three-month notice of rent increase, which raises your rent to \$1,650. Facing a 100% increase in rent, you believe that you are being economically evicted because you are unable to pay the rent. These are the facts of *Re 24012190*, [2024 ABRTDRS 20 \(CanLII\)](#), a 2024 decision of the Residential Tenancy Dispute Resolution Service (RTDRS), a tribunal that can resolve certain kinds of disputes between landlords and tenants.

While Alberta is not a rent-controlled market, a landlord cannot use a rent increase to underhandedly force a tenant out. This is also known as an economic eviction. Conversely, an [inflated housing market](#) places landlords in a difficult position to keep rental prices competitive. As such, navigating a rent increase can be difficult for both landlords and tenants. While Canada's housing market is [stabilizing](#), Albertans will continue to face these challenges when the market inevitably shifts again.

The Alberta Law Reform Institute (ALRI) raises this issue in Chapter 5 of [Residential Tenancies Act: Before and During a Tenancy, Issue Paper 7](#) (2026) (at 55-57). Issue 19 in this paper asks: should legislation include guidance about resolving rent increase disputes? This post explores this question, outlining the current legislative gap and how these disputes have been resolved at the RTDRS and the courts.

### Legislation

[Section 14\(4\)](#) of the *Residential Tenancies Act*, [SA 2004, c R-17.1](#) (*RTA*) and [section 3\(1\)](#) of the *Residential Tenancies Ministerial Regulation*, [Alta Reg 211/2004](#), provide that a landlord can only increase rent once every 365 days.

[Section 14](#) of the *RTA* also outlines rules for notifying a tenant of an increase. The rules about notifying a tenant apply only to periodic tenancies (i.e., tenancies for an indefinite time). They state that a landlord can only increase rent once they have served the tenant with a signed and dated notice of increase in rent within the prescribed notice period. The notice period is dependent upon the type of periodic tenancy:

- weekly tenants must be given at least 12 weeks' notice,
- monthly tenants must be given at least 3 months' notice, and
- any other periodic tenants must be given at least 90 days' notice.

The legislation does not require notice of rent increases when renewing a fixed term tenancy. Fixed term tenancies are distinct from periodic tenancies, as they have a specific start and end date, and automatically terminate at noon of the final tenancy day (see [section 1\(e\)](#) of the *RTA*).

## The Courts

There are a few decisions from Alberta courts which interpret rent increases made under the *Mobile Home Sites Tenancies Act*, [RSA 2000, c M-20](#) (*MHSTA*). These cases are considered precedent for rent increases made under the *RTA* because the *MHSTA* has similar provisions and principles (see *23001188 (Re)*, [2023 ABRTDRS 3 \(CanLII\)](#)). [Bill 31](#) will also soon change the *MHSTA*'s rent increase notice period from once every 180 days to once every 365 days, aligning it more closely with the *RTA*'s [rent increase rules](#).

*Joma Sailaway Enterprises Partnership v Holden*, [2009 ABQB 739 \(CanLII\)](#) provides helpful discussion on how legislation has attempted to strike a balance with respect to rent increase provisions. The Court analyzed Hansard evidence when the Alberta legislature first introduced the *MHSTA*. The Court found that rent increase provisions are intended to balance tenant protections and the property rights of landlords. While landlords are entitled to raise the rent, tenants must be given meaningful notice and an opportunity to terminate the lease (at paras 16-20).

In *Milner's Aloha Mobile Home Park (1998) Ltd v Jenkins*, [2014 ABQB 229 \(CanLII\)](#) (*Milner's Aloha*), a landlord attempted to force the tenant of a mobile home site to vacate the premises by tripling their monthly rent from \$310 to \$930 (at paras 7-8). The Court assessed the validity of this increase by completing a statutory interpretation analysis of the *MHSTA*. The Court found that the *MHSTA* creates some consumer protection for tenants without specifying what happens when a landlord raises the rent to bypass these protections (at para 39). Given the protective purpose of the *MHSTA*, legislators would not have intended to allow a landlord to impose a significant rent increase to evict a tenant (at para 41). The 300% rent increase was invalid as it was selectively applied to only one tenant and was not justifiable in the mobile home site market (at paras 37-38).

*Boisselle v Maple Leaf Property Management Inc.*, [2024 ABCJ 35 \(CanLII\)](#) (*Boisselle*) similarly dealt with a mobile home site tenant's rent being raised from \$800 to \$1,800 (at para 123). The rent increase was not applied equally to all mobile home tenants and the landlord could not provide a reason for the rent increase (at para 144). Other evidence revealed that the rent increase was actually to address legal costs which arose as a result of a separate dispute with the same tenant (at para 144-145). As the rent increase lacked a *bona fide* economic rationale, the rent increase was found to be invalid (at paras 150-151).

In summary, these decisions set out two rules for residential rent increases in Alberta:

- 1) they can't be selectively applied, and;
- 2) they must have a *bona fide* economic rationale.

## The RTDRS

A handful of written RTDRS decisions have grappled with rent increase disputes in the context of *RTA* matters. These decisions often cite the reasoning articulated in *Milner's Aloha* and *Boisselle* to assess the validity of an increase. They also demonstrate the practical challenges that both landlords and tenants face when navigating these disputes.

In *23013513 (Re)*, [2024 ABRTDRS 6 \(CanLII\)](#), the landlord admitted he did not complete any market research on rental rates prior to serving a notice which increased rent from \$1,500 to \$2,000 (note pinpoints are not available for RTDRS decisions). In *23010532 (Re)*, [2024 ABRTDRS 9 \(CanLII\)](#), a landlord increased a tenant's rent from \$2,100 to \$2,900 and then advertised the same unit at a lower rental rate. In each of these cases, the landlords did not know the proper rent increase rules and were found to have economically evicted their tenants.

Conversely, the rent increase rules can also be unclear to tenants. In *24012190 (Re)*, [2024 ABRTDRS 20 \(CanLII\)](#), a tenant mistakenly believed she was being economically evicted because her rent was increased from \$825 to \$1,650 and she couldn't afford to pay the increase. The landlord provided evidence that the rent increase was aligned with market rates and other rental units in the same building. In *24005158 (Re)*, [2024 ABRTDRS 14 \(CanLII\)](#), a landlord increased rent from \$995 to \$1,450. The tenant believed that the most important consideration for validating a rent increase was not market rates, but rather if she was paying more in rent than her neighbours. Evidence showed that the increase aligned with market rates. The landlord also advertised a similar unit in the building for \$1,695 which was nearly \$250 more than the tenant's unit. In each of these cases, the rent increases were found valid because the landlords were able to provide valid economic rationales.

For a tenant, misunderstanding the rent increase rules can leave them in a vulnerable position. In *24003992 (Re)*, [2024 ABRTDRS 10 \(CanLII\)](#), a tenant believed a notice which increased her rent from \$1,300 to \$1,700 was illegal and continued paying the original rent rate. When it was determined to be a lawful increase, she was found to have substantially breached [section 21\(a\)](#) of the *RTA* for failing to pay rent when it was due. While the tenant was not evicted in this case, the written decision clarified that withholding rent was not the proper procedure for a tenant if they believed they were being economically evicted. Rather, the tenant should pay the increased rent rate and then make an application to the RTDRS or the Courts for rent abatement.

In *24005158 (Re)*, [2024 ABRTDRS 14 \(CanLII\)](#), the Tenancy Dispute Officer built upon the principles set out in *Milner's Aloha* and *Boisselle*, outlining the following three-part test to distinguish a valid rent increase from an economic eviction:

1. Whether the relationship between the landlord and tenant, or other circumstances, show that the landlord has a motive to evict the tenant.
2. Whether the rent increase is part of a broader program of rent increases the landlord is pursuing, or whether the tenant facing the rent increase is being singled out.
3. The amount of the rent increase should be considered in the context of the rental rate for similar units in a similar location (particularly other similar units in the same building), and whether there is a rationale that could justify the amount of the rent

increase, such as a change in the market or upgrades to the unit or building in question.

This same test was applied in *24012190 (Re)*, [2024 ABRTDRS 20 \(CanLII\)](#) to assess the validity of a rent increase. As RTDRS decisions do not create binding precedent, there is no guarantee that this test will continue to be followed in future rent increase cases. However, the fact that this test came from the RTDRS may suggest the need for further direction on how to assess these disputes.

## Concluding Remarks

Legislation is silent on what rent increases are appropriate. The current limitations on rent increases have been set by the courts and RTDRS based on market conditions and fairness. However, RTDRS decisions are fact driven and do not create binding precedent. Only some RTDRS hearings are also published as written decisions (see Jonnette Watson Hamilton's discussions in "[Tenant's Insurance, Ministerial Order No SA:005/2020 and Evictions of Residential Tenants](#)" and "[Setting Aside and Varying Orders of the Residential Tenancies Dispute Resolution Service for Procedural Unfairness](#)"). Given Alberta's rapidly evolving housing market, it may be beneficial to provide all parties with further legislative guidance on how to navigate these disputes when they inevitably arise in the future.

ALRI's work is focused on long-term reform, rather than attached to a particular moment in time. We are currently working on a [Residential Tenancies Act Project](#), and [Issue Paper 7](#) is part of a three-part series which details various issues in the *RTA* (see [Residential Tenancies Act: General Issues, Issue Paper 6](#) and a previous blog about Issue Paper 6 [here](#)). This project will continue with consultation on possible solutions and recommendations for the issues identified. If you have found this article interesting, subscribe to [ALRI News](#) to stay informed.

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