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Roommates Without Remedies: Co-Tenancy and the Limits of Alberta's *Residential Tenancies Act*

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Report Commented On: Alberta Law Reform Institute, [Residential Tenancies Act: General Issues, Issue Paper 6](#); and Alberta Law Reform Institute, [Residential Tenancies Act, Issue Paper 7](#).

Shared living arrangements often give rise to unique challenges, particularly disputes between tenants. Interpersonal conflicts between roommates can impact a tenant's well-being and housing stability. Conflicts can stem from lifestyle differences, financial pressures, or disputes over shared responsibilities. These issues can become even more complicated when tenants occupy a rental unit under a single tenancy agreement.

The *Residential Tenancies Act*, [SA 2004, c R-17.1](#) (*RTA*), governs the relationship between landlords and tenants in Alberta. Disputes arising from rental housing are very common. While the *RTA* provides mechanisms for resolving disputes between landlords and tenants, it is largely silent on conflicts that occur between tenants. This post explores the issues that can arise between roommates who share a residential tenancy lease.

The *RTA* provides mechanisms for resolving disputes between landlords and tenants through either the Residential Tenancy Dispute Resolution Service (RTDRS) or through the court system.

Every year, many Albertans use the formal legal system to deal with issues about tenancies. The RTDRS hears thousands of cases each year involving rent arrears, property damage, and security deposits. During the 2022-2023 fiscal year, the RTDRS received over [14,000 applications](#). Interestingly, approximately 85% of applications were filed by landlords. It is likely that more people experience problems but do not use the formal legal system due to a lack of financial resources, legal knowledge, or capacity.

The Alberta Law Reform Institute (ALRI) is working on a project to review the *RTA*. ALRI's first series of reports catalogues and summarizes issues with the *RTA*. [Issues Paper 6](#), the first report in the series, introduces the project and highlights general issues with the *RTA*. The second report in the series focuses on issues arising at the beginning of or during a tenancy. Once ALRI has developed an inventory of issues, they will begin to make recommendations for updating or replacing the *RTA*.

ALRI's findings are informed by research, case law and legislation review, and an extensive early consultation process. ALRI conducted interviews, hosted meetings and presentations, and held

five consultation events. Over 140 individuals, including service providers, researchers, landlords, and tenants, provided input that was used to inform ALRI's project and publications (Issues Paper 6 at 5).

Demand, Affordability, and Shared Living: Why it Matters

The *RTA* and related laws affect many people. More than [one quarter of Alberta](#) households rent their homes. Tenants can come from a wide range of backgrounds, though many belong to groups that are more vulnerable to housing insecurity, including newcomers to Canada, low-income earners, and young people.

As of [October 2024](#), Alberta's rental vacancy rate averaged 3.4%. The vacancy rate represents the percentage of available, unoccupied rental units. A low vacancy rate indicates a high demand in the market, while a high rate suggests a low demand. Moreover, Alberta had the [largest provincial population increase of 2.9%](#) from 2024 to 2025.

The combination of low vacancy rates and a growing population has contributed to a surge in shared living arrangements. [Shared living arrangements](#) include those with roommates, owner-occupiers, duplexes, and condominiums. According to [Statistics Canada](#), "roommates" are the fastest-growing household type in the country. Affordability and housing availability are significant factors leading to an increase in shared accommodations.

Application of the *Residential Tenancies Act* to Shared Living Arrangements

The *RTA* governs landlord-tenant relationships, offering protections and remedies to both parties (Parts 2 and 3 of the *RTA*). The *RTA*, however, applies only to "tenancies of residential premises" and has certain exceptions carved out under section 2(2). In the context of shared living arrangements, the *RTA* does not apply to:

- a. Tenants living with their landlord (section 2(2)(c) of the *RTA*); and
- b. Disputes between roommates, including those under joint or individual leases.

Tenants who reside with their landlord are expressly excluded from the *RTA*. This exclusion reflects a deliberate choice to exempt arrangements that were once viewed as more personal and less suited to formal regulation.

Disputes between roommates, whether under a joint or individual lease, are not excluded by any express provision. Instead, these kinds of disputes fall outside of the *RTA* simply because the statutory scheme is structured around landlord-tenant relationships and does not contemplate horizontal disputes between co-tenants.

In both cases, individuals in these arrangements cannot use the RTDRS to resolve their disputes, leaving them to rely on private contracts or the court system. Disputes between roommates or between landlords and tenants sharing a home fall outside the *RTA*'s reach, highlighting a significant legislative gap in Alberta's housing framework.

Tenancy Relationships

Shared living arrangements are increasingly common as the cost of living rises and rental supply tightens. Landlords and tenants have considerable contractual freedom to structure these arrangements, often resulting in two main arrangements:

- a. Individual tenancy agreement, where each tenant rents a specific room and shares common areas; or,
- b. Joint leases, where all occupants are named on a single agreement.

Under individual tenancy agreements, tenants have exclusive possession of their rooms but have limited control over other parts of the rental premises and who occupies them. Individual leases can be entered into and ended without affecting other tenants living in the same property under their own leases (see *Re 24014716*, [2025 ABRTDRS 2 \(CanLII\)](#) and *Re 25000445*, [2025 ABRTDRS 3 \(CanLII\)](#) for an example of a dispute between a landlord and two separate tenants with individual tenancy agreements).

By contrast, under a joint lease, all tenants share equal rights and responsibilities for the entire premises. In the case of a joint lease, the landlord cannot terminate the tenancy of one tenant. The tenancy must be ended for all. While this framework protects landlords through joint and several liability, it can create inequities between tenants when conflicts arise.

Liability to the Landlord in a Joint Lease

In a joint lease, the tenants named on a single agreement are co-tenants. Co-tenants generally have equal rights and shared obligations under their rental agreement.

As highlighted in ALRI's Issues Paper 6, "[a]lthough the [RTA] does not directly say so, court and tribunals seem to assume that all tenants are jointly and severally liable to the landlord." (at 96). For example, in *Re 20005526*, [2021 ABRTDRS 13 \(CanLII\)](#), three tenants shared one tenancy agreement. The landlord was seeking compensation for damages caused to the rental property. In citing Justice O'Ferrall in *Morguard Residential Inc. v Adams*, [2005 ABPC 271 \(CanLII\)](#) the tenancy dispute officer found the tenants to be jointly and severally liable. The landlord was therefore permitted to seek damages from any of the tenants, so long as they were all party to the same rental agreement.

Co-tenants are both individually and collectively liable for:

- Payment of rent; and,
- Debts and damages related to the tenancy

When co-tenants sign a residential tenancy agreement together, they must each ensure that the appropriate amount of rent is paid each month. Although co-tenants often agree to split or share rental payments, if one tenant is unable to pay their portion of rent, the other co-tenant(s) must pay the full amount. Failure to pay the full amount of rent may result in termination of the tenancy or recovery of arrears of rent by the landlord (RTA section 26(1)(a), (c)).

Co-tenants are also responsible for any debts or damages related to the tenancy. The landlord may recover any remaining rent, utilities, or damages owed by any or all of the tenants. Claims for debt or damages can be made against any co-tenant, regardless of who incurred the debt or was responsible for causing the damages.

For example, if two co-tenants agree to split rent and one vacates the premises without notice, the remaining tenant must pay the full rent amount to avoid breaching the tenancy agreement. The landlord may pursue either or both tenants for arrears and damages, regardless of which tenant failed to pay their share of the rent.

While this structure protects landlords, it can leave remaining tenants financially vulnerable, especially where a roommate relationship deteriorates. As discussed in Issues Paper 6, further issues may arise in cases involving domestic violence or coercive control between co-tenants (at 96). In such circumstances, a landlord may have grounds to terminate the tenancy. To do so, would terminate the tenancy for all tenants, including the victim and the wrongdoer. A victim is also unable to unilaterally terminate the tenancy or access RTDRS services. These challenges are exacerbated by a lack of clarity on how to resolve disputes between co-tenants. Disputes between tenants are not just inconvenient. They can also pose a real risk to safety.

When conflicts arise over rental payments, damages, or shared expenses, co-tenants can attempt to remedy these issues, but they must rely on the court system for legal recourse. In theory, such claims may be pursued through the Alberta Court of Justice. In practice, few tenants have the resources, time, or confidence to navigate the court process. The costs associated with filing fees, legal advice, and time away from work limit access to the court system. Many individuals who face legitimate grievances against a roommate will simply forgo pursuing them.

One potential partial solution is the use of [Roommate Agreements](#). Before entering a shared living arrangement, co-tenants should create open communication, define mutual expectations, and formalize these terms in a written agreement. Roommate Agreements are legally enforceable, particularly with respect to rent and utility obligations, and enable tenants under a joint lease to pursue legal remedies where necessary.

However, the enforcement of Roommate Agreements can be challenging. They must be enforced through the provincial court, rather than through the RTDRS. Court enforcement is slower, more expensive, and is often disproportionate to the nature or value of the actual issue. Roommate Agreements may also fail to anticipate real sources of conflicts. While these agreements typically contemplate commons aspects such as chores, guests, and rent splitting, they are often too vague to handle serious breakdowns arising from unexpected situations, including one roommate moving out early, damage to shared property, harassment, or other safety concerns. The limitations of Roommate Agreements become most apparent when a relationship between co-tenants has deteriorated beyond repair.

Ending a Joint Lease

Ending or altering a joint lease can be particularly challenging because all co-tenants are [bound collectively](#). The *RTA* does not consider terminating a tenancy for just one co-tenant.

If one occupant under a joint lease wishes to leave before the lease ends, the other co-tenants remain responsible for rent and other fees. Liability will persist unless the landlord and all remaining co-tenants agree to alter or amend the lease agreement. An occupant wishing to leave a joint lease may try to assign or sublet the residential premises to another individual. The landlord must provide written consent to create a valid assignment or sublease (section 22(1) of the *RTA*).

At common law, before the enactment of tenant legislation, any legal act required the participation of all joint tenants. One cannot dispose of the lease themselves as they do not have the whole estate. The *RTA* has not displaced this rule. Unlike some jurisdictions, Alberta has not provided detailed guidance on how co-tenants can end or transfer their tenancy rights, leading to uncertainty and inconsistent outcomes. ALRI's [Issues Paper 7](#) further discusses issues that may arise before and during a tenancy. Policies in British Columbia offer an interesting contrast.

What Could Alberta Learn from British Columbia?

In British Columbia, the Residential Tenancy Branch (RTB) provides information and dispute resolution services to landlords and tenants. The RTB issues policy guidelines. The policy guidelines are used by RTB staff and the general public to [address issues and disputes under the provincial Residential Tenancy Act, SBC 2002, c 78](#).

In May 2024, the RTB issued a policy guideline clarifying the [rights and responsibilities of co-tenants](#). It defines joint and several liability for rent, debts, and damages. More importantly, the guideline outlines how a tenancy may be properly terminated.

Under British Columbia's framework, a single co-tenant's notice to end a tenancy applies to all co-tenants. A landlord and a co-tenant may also mutually agree to end the tenancy. Once a valid notice to end the tenancy is given, all tenants must move out, even if all tenants have not signed the notice.

If a co-tenant wishes to remain in the rental premises after a notice to end the tenancy has been given, they may enter into a new tenancy agreement with the landlord. Moreover, if a tenant remains in the rental premises after notice has been given and continues to pay rent, the landlord and tenant may be deemed to have implicitly formed a new tenancy agreement. In this case, the tenant who has moved out is no longer responsible under the new agreement.

If a co-tenant moves out without providing the landlord notice to end the tenancy, they remain liable under the existing tenancy agreement, regardless of whether they continue to reside in the unit.

British Columbia's approach is not without concerns. Allowing one tenant to unilaterally end a joint tenancy for all co-tenants may create precarious housing situations, particularly when there is conflict among roommates.

British Columbia's approach may also be unduly harsh. There is a risk of co-tenants "racing" to terminate the tenancy first to secure the rental unit for themselves by entering into a new agreement with the landlord. Although unlikely, this framework also creates the possibility that landlords could effectively "evict" certain tenants by encouraging one co-tenant to end the tenancy.

In Alberta, where one co-tenant leaves a joint tenancy, the remaining co-tenants remain [jointly and severally liable](#) for rent and utilities. In contrast, in British Columbia, the tenancy ends for all co-tenants once one provides notice to terminate. Both schemes create distinct challenges for landlords and tenants. A more balanced approach would consider the interests of all tenants as well as landlords' expectations of consistent rental income.

Where one co-tenant leaves, it may be more appropriate to allow the remaining tenants to retain the tenancy as a joint lease. Alternatively, the tenancy could be converted into individual leases, allowing the landlord to fill the vacated room with a new tenant.

British Columbia's approach provides clearer guidance to landlords and tenants, helping them understand their respective rights and obligations in shared living arrangements. By contrast, Alberta's *RTA* offers limited direction. Introducing some guidance in Alberta could help prevent disputes and promote housing stability, particularly as shared accommodations become more common.

Conclusion and Recommendations

Shared living arrangements are increasingly common in Alberta's housing landscape. However, the legal framework governing these arrangements has not kept pace with social and economic realities. The *RTA* regulates the landlord-tenant relationship and offers little guidance for tenants who share living spaces under joint or individual leases.

Other jurisdictions, such as British Columbia, have taken steps to clarify co-tenancy rights and responsibilities through policy guidelines. Similar measures in Alberta could help reduce confusion and provide tenants and landlords with a more predictable framework.

It may be beneficial for the *RTA* to include default rules or provisions specifically addressing joint tenancies. Clear statutory guidance on how co-tenants can terminate or modify a joint tenancy would promote greater fairness and predictability in resolving these issues.

It may also be worthwhile for the RTDRS to consider permitting co-tenants to bring tenant-tenant disputes before a Tenancy Dispute Officer. Under the *RTA*, the Lieutenant Governor in Council has the authority to make regulations respecting residential tenancy dispute resolution mechanisms, including regulations "respecting the proceedings before the Dispute Resolution Service" and "respecting the powers and duties of tenancy dispute officers" (*RTA*, s 54.7(f), (h)). Allowing the RTDRS to hear tenant-to-tenant disputes would enable tenants to resolve their issues without having to navigate the formal court process.

If tenant-tenant disputes were included within the RTDRS's jurisdiction, additional funding and increased officer hiring may be required to manage a corresponding rise in applications. The

purpose of these changes would be to streamline the resolution of tenant-tenant disputes, reduce strain on the court system, and enhance access to justice for tenants.

As affordability pressures continue, shared living arrangements become the norm, rather than the exception. Greater attention to how the law governs relationships between tenants – not just between tenants and landlords – will be crucial to ensuring housing security and fairness in Alberta's rental market.

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