

1.4.1.1.10 Transfer Policy

1.1 PURPOSE

The transfer policy applies to all units and tenants of the Corporation.

2.1 DEFINITIONS

- a) 'Corporation' shall mean the Central Elgin Non-Profit Housing Corporation
- b) 'Council' shall mean the Council of the Corporation of the Municipality of Central Elgin
- c) 'Municipality' shall mean the Corporation of the Municipality of Central Elgin
- d) 'Secretary-Treasurer' shall mean the Secretary-Treasurer of the 'Corporation
- e) 'Tenant' shall mean those persons named in the lease
- f) 'Board' shall mean the Board of Directors of the Corporation
- g) 'Residential Unit' shall mean any living accommodation used or intended for use as rented residential premises as per the lease agreement
- h) 'Common Area' shall mean the entry way, corridors, stairwells, common room, laundry room, lawn, walkways, and parking lot

2.1.1 Special Priority – victim of abuse where personal safety or that of a household member is at risk from someone they currently live with. Documentation is required. A unit inspection is not required however the tenant is still responsible for paying for any damages beyond normal wear & tear prior to being transferred

2.1.2 Overhoused – too many bedrooms for family size. A unit inspection is required, and the tenant is responsible for paying for any damages beyond normal wear & tear prior to being transferred

2.1.3 Urgent – where situations such as a change in health or a hardship occurs such that the current unit no longer meets physical requirements. A unit inspection is required, and the tenant is responsible for paying for any damages beyond normal wear & tear prior to being transferred

2.1.4 Discretionary – a request for a transfer that does not meet any of the above criteria will be evaluated on a case-by-case basis. A unit inspection is required, and the tenant is responsible for paying for any damages beyond normal wear & tear prior to being transferred

3.1 POLICY

An internal transfer request will only be considered for tenants where there is a need and in the following priority order of categories:

- a) Special Priority
- b) Overhoused
- c) Urgent
- d) Discretionary

Per the Wait List Policy, external applications on the wait list always take priority over any internal transfer request unless an internal transfer will open up a two-bedroom unit for the next qualified external application on the Wait List or a Special Priority circumstance exists.

1.4.1.1.10 Transfer Policy

These basic criteria must be met to be considered for a transfer:

- a) You have lived in your present unit for 12 months, and
- b) Your rent payments have been made on time and are up to date for at least the last 6 consecutive months (including any repayment agreements for rent in arrears that is in place), and
- c) You do not have a history of damage to your unit or disturbing neighbours, and
- d) You have not received an eviction notice within the last 6 months
- e) You have not completed a transfer prior. Only 1 (one) transfer per tenant is permitted unless there are extenuating circumstances deemed relevant by the Corporation

The housing provider will select a household in chronological order and within the priority category, based on the request for the internal transfer date, and in order of priority. The Corporation reserves the right to adjust the policy as is deemed necessary. All transfer requests should be submitted using the **Transfer Request Form**

3.1.1 TRANSFER FEE

All transfer request categories, except Special Priority, will be subject to a non-refundable \$250 administration fee (as per the Residential Tenancies Act (RTA) dollar limit), payable upon signing of the new lease for the new unit.

3.1.2 OTHER

- a. Any transfer will be subject to a new lease being signed that will reflect the current market rent rate which could result in a monthly rent increase
- b. Any transfer, except for Special Priority transfers, will be subject to a unit inspection at the time of the transfer offer
- c. For all transfer categories, including Special Priority, in the event that damages beyond normal wear & tear are noted at the unit, the departing tenant(s) is responsible for making the required repairs immediately at their own expense or authorizing the Corporation to do the work on their behalf with the cost paid in full prior to completing the transfer
- d. Once a transfer offer is made, the requesting tenant will have 48 hours to view a unit and then 24 hours from viewing to accept or refuse the offer
- e. Should a transfer to a new unit be accepted, the new unit will be accepted in "as is" condition unless the Corporation deems otherwise. The Corporation will ensure the unit meets their maintenance and safety standards, and that all electrical and plumbing fixtures are in good working order.
- f. Once a transfer is accepted, the tenant will receive a Transfer Acceptance Form to complete the request.
- g. Any tenant offered a unit to transfer to can only turn down one offer. After the second refusal, the tenant will be removed from the transfer list and may not reapply for a transfer on the same grounds for one year.
- h. Any tenant denied a request for transfer will have the right to appeal the decision to the Corporation. If the Corporation upholds the decision, the tenant may not re-apply for a transfer on the same grounds for a minimum of one year.