

### **1.4.1.1.8 Occupancy Policy**

#### **1.1 PURPOSE**

This policy provides details on the occupancy standards. The Corporation reserves the right to adjust or modify these standards in extenuating circumstances.

#### **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

#### **3.1 POLICY**

##### **3.1.1 Maintaining Tenancy Conditions**

- a) Wherever possible, and under the guidance of the Residential Tenancies Act, market rent tenants and RGI tenants will be treated equally with respect to occupancy standards.
- b) Any wheelchair-accessible units are specially designed for persons with mobility limitations. If household circumstances change so that the modified unit is no longer required, the tenant may be asked to move to more suitable accommodation.
- c) A change in an RGI tenant's household income does not change the tenant's eligibility for their housing. RGI rent will be reviewed and adjusted annually.
- d) If there are tenancy issues which would warrant eviction and if documentation is adequate to establish these tenancy issues, the Corporation will proceed with eviction on all tenable grounds, based on the Corporation's legal advice.
- e) If the tenant's income is such that the tenant does not need the Corporation's housing by normal targeting criteria, the eviction process may be commenced.
- f) Occupancy will be managed as stated in the **Lease Agreement**
- g) Per the **Guest Policy**, it is the tenants' responsibility to inform the Corporation of any persons not identified as an occupant on the tenants' lease and for what reason.
- h) Overcrowding in a unit that contravenes health & safety standards will not be permitted.

##### **3.1.2 Long Term Absences**

The Corporation does not permit long term absences unless there are emergency health issues.

- a) A long-term absence is one in which one of the tenants in a unit is away for 90 consecutive days or more.

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- b) In no circumstances will sublets on either a formal or informal basis be allowed during an absence.
- c) During an absence, tenants have the right to leave a key with a friend or neighbour with the intention that the holder would pick-up mail and check the unit while away.
- d) If a tenant informs the Corporation of an intent to go away for a period exceeding three (3) months, and has a desire to keep the tenancy:
  - i. As a market rent tenant, the Corporation will discuss with the tenant their plans for returning and ensure the rent payment will be taken care of while they are away. If the unit could be rented to an RGI prospect, the tenant should be informed of the need for housing and be asked to consider terminating their lease.
  - ii. As an RGI tenant, the tenant should be informed that they no longer qualify for an RGI unit. An absence of more than three months suggests that the tenant does not need housing.
  - iii. RGI tenants with specific plans for lengthy absences, usually medical or family, and with firm plans to return, may be offered the option of giving up their unit and rejoining the waiting list based on their original application date provided they return within one year from the date of departure, leave their unit in good condition, have no monies outstanding, and return keys according to normal rules.
  - iv. As an RGI tenant, concurrent Notices will be served: a 90-day Notice to increase the rent to market and a Notice of Termination based on ineligibility for RGI. A covering letter will be sent with the Notices explaining that the Notice of Termination will terminate the tenancy if the tenant does not return and the Notice of Rent Increase will take effect even if the tenant returns, unless updated proof of income is provided.
  - v. If a tenant does not agree to the above provisions, they will be treated as if they had moved away without informing the Corporation.
- e) If the unit appears vacant and abandoned, the situation will be discussed with the Corporation's lawyer to determine if there is a basis to treat the unit as abandoned whether or not the rent is being paid.
- f) The Corporation may consider an extension to the three-month limit for exceptional circumstances when, for example, a hospital stay will exceed three months but has a clear expectation of recovery rather than permanent hospitalization.
- g) If anyone other than the tenant is determined to be living in the unit, they will receive a written notice that they are not considered a tenant and should leave immediately. The Corporation's lawyer will become involved if required.