
Nepean Housing Corporation

Guest Policy
RGI Households

Policy: 2012-01

1.0 Summary

Nepean Housing Corporation (NHC) will permit all rent-geared-to-income (RGI) residents to invite overnight guests into their home for periods not greater than fourteen (14) days in any one month. These days are cumulative and not necessarily consecutive.

2.0 Purpose/Objective

The objective of this policy is to ensure legislated obligations and/or Service Manager directives are respected by both NHC and residents with regard to administration of RGI housing.

3.0 Rationale for Policy

The *Housing Services Act, 2011* (HSA) requires that housing providers approve a guest policy for RGI households and provide copies to those households and to the Service Manager.

4.0 Scope and Application

This policy applies to the administration of RGI housing with NHC. Implementation of the policy is the responsibility of the Director of Administration.

5.0 Principles

NHC will apply the policy mindful of individual circumstances of the household. As much as possible, NHC will treat market and RGI residents similarly while observing its legislated obligations and/or Service Manager directives.

6.0 Policy

A **visitor** is defined as a person who visits the resident for a short period of time but whose principal address is not at the subject unit. Visitors may come into the unit as frequently as the resident invites them. Very frequent visitors (defined as “guests” below) may be asked to provide proof of residence elsewhere. Residents are responsible for the behavior of their visitors at all times.

A **guest** is defined as a person who visits the resident for a longer period of time, which may be in excess of fourteen days in any month. While NHC authorization of visits less than fourteen days is not required, residents must provide a completed Guest Agreement (see form following) to NHC to avoid any unnecessary intervention by NHC should these visitors be reported to NHC. Guests are not permitted to remain in the unit longer than a total of fourteen days in any month without the prior written consent of NHC. Residents are responsible for the behavior of their guests at all times.

In the event that guests wish to remain in the Unit for a period longer than fourteen days, the resident must first obtain written approval of NHC. NHC may agree to the extension of the stay and will confirm in writing the length of stay permitted. NHC may refuse the request if it appears the guest does not intend to, or has no prospects of, moving at the end of the agreed-to term, or if staff or residents have complained about the guest's behavior and those complaints have been found to be valid.

At the end of the term, NHC will verify that the guest has left. Guests who wish to stay beyond the agreed-upon term may apply to become residents (see Additions to Household, following). If a guest continues to stay in the unit without NHC's permission, NHC may terminate the household's rent subsidy with **90 days** written notice (three full calendar months to a rent due date, and include five days for delivery). The Resident has the right to ask for a review of this decision.

Should the resident move out of the unit, the guest must also move out. Any guests staying in the unit after the lease-holding resident moves out will be considered trespassers and removed by the police under the *Trespass to Property Act 1990*, or, failing that, will be considered unauthorized occupants in accordance with the *Residential Tenancies Act* and are responsible for paying market compensation so long as they occupy the Unit.

Additions to Households

Residents must report any additions to the household within **31 days** of the addition to the unit. If a resident wishes a guest to stay longer and become a resident, the resident must make a written request to NHC before their guest's term of stay is over.

Persons wishing to join a household receiving RGI subsidy must apply to NHC and submit proof of income. The person must be eligible to receive RGI subsidy in order for the household to continue to qualify for RGI subsidy. He or she must:

- be a Canadian citizen, landed immigrant or refugee claimant,
- not be under a deportation or departure order,
- not be in arrears to a social housing provider in Ontario,
- not be guilty of obtaining RGI subsidy wrongfully, or of misrepresenting income within the last two years, and
- not own residential property unless they agree to sell their property within 180 days of moving in.

The documentation will be provided to The Social Housing Registry who will in turn advise NHC of the applicant's eligibility.

If the proposed addition is not eligible for RGI subsidy, NHC will inform the resident. NHC may allow the newcomer to become a resident or occupant, but will remove the entire household's subsidy with 90 days written notice. If the newcomer is eligible for RGI subsidy and is not disqualified for any other reason set out in this agreement, NHC may allow him/her to become a resident. The household, including the newcomer, will be required to sign an Addition to Household Addendum (see following) and will be provided with a copy of the Tenancy Agreement and all relevant addenda/schedules.

NHC may also refuse to allow the newcomer to become a resident on grounds permitted under O Regs 339/01 of the SHRA (Social Housing Reform Act), Section 18.1.

18. (1) *Despite sections 14 and 16 and any rules referred to in section 15, a housing provider may refuse to offer a unit to a household if,*

(a) selection of the household would be contrary to its mandate;

(b) the housing provider has reasonable grounds to believe, based on the household's rental history, that the household may fail to fulfill the obligation to pay rent for the unit in the amount and at the times it is due;

(c) the household does not agree to accept its responsibilities as a member of the housing provider, if the housing provider is a non-profit housing co-operative, or the housing provider has reasonable grounds to believe that the household will not accept or will be unable to accept those responsibilities;

(d) in the case of a unit in which individuals will reside in a shared living situation, the housing provider has reasonable grounds to believe that it is unreasonable for the household to reside in the shared accommodation;

(e) the housing provider has reasonable grounds to believe that the unit is not suitable for the household due to the physical characteristics of the unit in relation to the number, gender and ages of the members of the household; or

(f) in the case of special needs housing, the level of service required by the household is significantly greater or significantly less than the level of service provided to a household in the unit.

In order to preserve the integrity of the Centralized Waiting List, NHC will refuse to add the proposed addition to the household composition where there is verifiable belief that the intent of adding the proposed addition is to circumvent the Centralized Waiting List and assume tenancy of the unit, with or without a subsidy either immediately or under "In-Situ" provisions.

If the proposed addition will not move out after a decision has been made denying the request to become a Resident, then NHC will make an application to the **Ontario Landlord and Resident Board** to evict the entire household after having served the proper notices as required by the **Residential Tenancies Act, SHRA** or **HSA**.



GUEST AGREEMENT FOR RENT GEARED TO INCOME TENANTS

I _____ of _____
 (Tenant Name) (Tenant Address)

Wish to have the follow guest(s) stay with me:

Name _____ Relationship _____
 Name _____ Relationship _____
 Name _____ Relationship _____

Length of stay: _____ to _____.

Reason for staying: _____
 _____.

Guest Address: _____ City: _____
 Postal Code: _____ Phone #: _____
 License plate #: _____ Year: _____
 Make & Model: _____ Colour: _____

I understand that guests are not permitted to remain in my unit longer than fourteen days without first obtaining written approval from Nepean Housing Corporation. In the event that my guest stays longer, I will notify Nepean Housing Corporation to discuss whether this will jeopardize my rent subsidy.

 Tenant Signature

 Date

 For Nepean Housing Corporation

 Date:

Notes:

Information contained in the form and any attachments is confidential and collected solely for the purpose of registering guests to the household. The information may be shared with social agencies for the purpose of determining occupants of the household or with other agencies as required by law. Withdrawing consent may result in loss of rental subsidy. Questions about the collection, use, disclosure, or retention of this information may be referred to the Chief Privacy Officer for NHC (Director of Administration), at 16 Kilbarron Road, Nepean, K2J 5B2.



16 Kilbarron Rd.
 Nepean, ON K2J 5B2
 Phone (613)823-8452
 Fax (613) 823-8453

ADDITION TO HOUSEHOLD

This addendum made in duplicate this ____ day of _____, 2009.

BETWEEN

Nepean Housing Corporation
16 Kilbarron Road, Nepean, ON, K2J 5B2
 [Hereinafter called 'NHC']

and

Name of Person to be added (do not include tenant)
 [Hereinafter called the 'Addition to Household']

1. The Addition to Household acknowledges and agrees to all terms and conditions of the Tenancy Agreement entered into by the Tenant with NHC on **Date** for the following Unit:

<i>Unit Address</i>	
<i>Unit Size & Type</i>	

2. The Addition to Household acknowledges that if the Tenant(s) identified in the Tenancy Agreement ceases to be eligible for rent-geared-to-income assistance or ceases to occupy the Unit identified or if the subsidy paid on behalf of the Tenant(s) is terminated, the Addition to Household has no right to the subsidy and/or continued occupancy of the unit.

- > I/we have read this addendum.
- > I/we acknowledge that it is my responsibility to read the Tenancy Agreement, together with any schedules or addenda to it, and agree that I/we will comply with all terms and conditions.
- > I/we declare the information I/we have provided to NHC about my/our eligibility, income and assets is complete and accurate.
- > I/we understand that failure to provide complete and accurate information about my/our income, membership or occupancy, may result in the entire household ceasing to be eligible for subsidy.

_____	_____	_____
Witness	Signature	Date
_____	_____	_____
Witness	Signature	Date

Information contained in the form and any attachments is confidential and collected solely for the purpose of the lease agreement. The information may be shared with a contractor hired by NHC for the purpose of enforcement or with other agencies as required by law. Questions about the collection, use, disclosure, or retention of this information may be referred to the Chief Privacy Officer for NHC (Director of Administration), at 16 Kilbarron Road, Nepean, K2J 5B2.

Revision Log

Version #	Version Date	Summary of Change	
1.1	07 Feb 2012	First Draft	