



Policies and Procedures

Subject:	Lease/ Occupancy Agreements	
Date: Replaces:	July 01, 2021 October 1, 2013	
Applicable to	The policy and procedures contained in this document apply to the following Housing Providers:	
	Centralized Waiting List (CWL)	
Content	This document contains the following:	
	Purpose Lease/Occupancy Requirements Monitoring Compliance Questions	
Purpose	The purpose of this document is to provide information to Housing Providers as it pertains to Leases/ Occupancy Agreements.	
Lease/ Occupancy Agreement Requirement	This document outlines the requirements for leases/occupancy agreements as per the HSA and the Service Manager's local rule.	
-	Before Rent-Geared-to-Income (RGI) Assistance is Issued RGI assistance cannot be issued before a household has: • signed a lease/occupancy agreement, and • been informed of the market rent (i.e. the amount of rent	

household would have to pay if deemed no longer eligible for RGI assistance).

Requirements for the Lease/Occupancy Agreement

The lease/occupancy agreement must:

- Not exceed a one-year term.
- Specify the following amounts:
 - Amount of rent the household would pay if the unit was market unit
 - Amount of RGI the household is responsible to pay as per the RGI calculation prescribed by the regulation and,
 - Amount of any other changes that the Housing Provider may impose under the HSA or Residential Tenancies Act, 2006 (RTA)
- State that the RGI paid by the household for the unit is subject to change if the household's financial circumstances change, as prescribed by regulation, and may result in the household no longer being eligible for RGI assistance.
- Require households to advise the Housing Provider of any changes to unit occupancy after the lease/occupancy agreement was entered into (e.g. household member moves out; household member has a baby).
- Restrict unit occupancy to household members occupying the unit at the time the lease/occupancy agreement was entered unless the Housing Provider approves the household's request to add an occupant.
- Prohibit the household from:
 - assigning the lease/occupancy agreement to another person, and
 - o renting or subletting the unit to any other person

Determining Who Signs the Lease/Occupancy Agreement

Housing Providers will determine whether household members 16 years of age or older without income and who contribute to the RGI calculation will sign the lease/occupancy agreement. The Housing Provider's decision must be documented and consistently applied to all households in the project.

Additional Requirements

Housing Providers:

 Cannot refuse to rent a unit to a household eligible to receive RGI because the household is unable to pay part

- or all of an amount (other than rent) that is required to be paid when a lease/occupancy agreement is entered into provided the household agrees to a reasonable payment schedule.
- Should not include provisions in the lease/occupancy agreement if they are inconsistent with the RTA or Co-op By-laws as they are not enforceable.
- Are responsible for ensuring compliance with the conditions in the lease/occupancy agreement.
- Must have a guest policy and provide a copy to each household and the Service Manager (required under the HSA).

Monitoring Compliance

The Service Manager will monitor compliance with the HSA requirements and Peel's policy for leases/occupancy agreements through operational reviews.

Questions

If you have any questions pertaining to this document, please contact your Housing Specialist at the Region of Peel.