



**Main Gerrard Community Development Co-operative Inc.  
Occupancy By-Law**

**8.4 Long-term Guests**

**(a) Approval needed**

Members can make a written request to the board of directors to approve someone as a long-term guest. The request must be signed by all co-op members in the household. The proposed guest must sign the request and a consent to a credit check. The member and the proposed guest must provide any other information requested by the co-op.

**(b) Length of time**

The board of directors can approve a long-term guest for a fixed period or for a maximum period. This must be stated in the board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Cancelling long-term guest status) does not apply.

**(c) Long-term guest agreement**

All members in the household and their guests must sign and comply with a long-term guest agreement, such as Schedule B attached to this By-law. If one of the long-term guests is a child, a responsible adult must sign an agreement relating to the child.

**(d) Cancelling long-term guest status**

The board of directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen). The board must give at least ten days written notice to the members in the household and the guest of any meeting where it will be decided. The members in the household can be present and make submissions with or without a representative. The board must give at least five days written notice of its decision to the members in the household and to the guest. The board's decision will be final and cannot be appealed to the membership. Only one notice of a meeting or a decision needs to be given for all members and others in a unit.

**(e) Housing charge subsidy calculation**

The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements and the co-op's Housing Charge Subsidy By-law, if it has one.

**8.5 Casual Guests**

Members can have only a reasonable number of casual guests.

A casual guest may not stay at the co-op for more than three months in any year. Persons will be considered as staying at the co-op even if they are away from the co-op for short periods. If members wish someone to stay longer, they must ask the board of directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).



## Long-term Guest Agreement

Main-Gerrard Community Development Co-operative Inc.

All members and the long-term guest must sign.

**Names of member(s):** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Names of long-term guest(s):** \_\_\_\_\_  
\_\_\_\_\_

**Unit address:** \_\_\_\_\_  
\_\_\_\_\_

**Start Date:** \_\_\_\_\_

**Latest End Date:** \_\_\_\_\_

**Terms of agreement:**

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the Latest End Date, the long-term guest agrees to leave the member's unit on or before the Latest End Date. The long-term guest must have written permission from the co-op and the member to stay longer.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give him or her a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest acknowledges that the co-op can cancel long-term guest status or change the terms of long-term guest status at any time (even if before the Latest End Date). The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.

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- 7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*.
- 8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges as defined in the co-op by-laws. Any other payment is against the law.
- 9. The member and the long-term guest agree to fully and truthfully disclose to the co-op all financial arrangements between them to show that they are complying with paragraph 8 of this agreement.
- 10. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

**Signatures:**

\_\_\_\_\_  
*Print name of member:*

\_\_\_\_\_

\_\_\_\_\_  
*Print name of member:*

\_\_\_\_\_

\_\_\_\_\_  
*Print name of member:*

\_\_\_\_\_

\_\_\_\_\_  
*Print name of long-term guest:*

\_\_\_\_\_

\_\_\_\_\_  
*Print name of long-term guest:*

\_\_\_\_\_

On Behalf of Main-Gerrard Community Development Co-operative Inc.

\_\_\_\_\_  
*Print name:*

By: \_\_\_\_\_

*Title:*