

Rights Recognized in Model Occupancy Agreement

When first drafted in 1997, this agreement was innovative in several ways, and it still is. It encapsulates the essence of GSA's function as a Housing Trust, in enabling a vulnerable person to live in his own home with dignity, respect and safety. It is the basic and central legal agreement between the Housing Trust and the person. Its various clauses enable the person named in the agreement to enjoy all the benefits of lifetime homeownership and to develop his home as the basis of a whole good life, while protected against the risks of exploitation or inadvertent failure to maintain occupancy.

As well as the more conventional agreement in legal language, there is a plain-language version expressed in the first person and printed out below. While the home is legally the property of GSA which takes responsibility for its safety, maintenance and financial viability, everyone concerned regards it as the home of the person named in the agreement. Utility accounts are in the person's name, for example, and mail relating to the running of the household is addressed to him. Respect for each person who makes an occupancy agreement with GSA is also expressed in the status as an "active member" and by the power to elect directors of the GSA board.

For the relationship defined in this agreement to succeed, several other agreements are needed. GSA is a party to all except the supported decision-making agreement which it requires as a condition of supporting an "active member" who seeks its help to live in a "home of my own". The person himself and the Aroha are parties to all the other agreements except the family funding agreement which may be needed for financial viability. Lifesharing companions, if needed to help the named person to live in his own home, are chosen by the person and make separate agreements with GSA and the other parties involved.

The occupancy agreement also provides for changed circumstances of various kinds. If the named person fulfils all the stated conditions, he can remain in his home for his whole life. If the home is no longer suitable, GSA pledges to help to provide or find an alternative home under the same conditions of respect and safety.

This agreement is relevant for a single individual supported in his own home. A modified version would be needed when two or more people may share a dwelling or a building.

Model Occupancy/Housing Agreement (Sole Occupant) AGREEMENT IN PLAIN LANGUAGE

THIS AGREEMENT made this ____ day of _____, 2____

BETWEEN: _____ GUELPH SERVICES FOR THE AUTISTIC _____
a non profit charitable Ontario corporation (the "Housing Trust" or "GSA")

AND: _____
(name of focus person, supported by family members and Aroha)

This paper gives me the right to live at _____ (address of my home).

I have the right to live in the home.

I cannot give other people the right to live in the home.

Only this paper gives me rights in the home.

I will always have my own bedroom/bathroom and can use all parts of the home except for private rooms of lifesharers.

I can start living in the home now. My right to live there will end when something in section 11 happens.

I will pay _____ rent each month to live in the home, to start with. Heat and utilities may be extra. The amounts will be reviewed each year.

If the rent changes, I will be told 60 days before the change

If I get ODSP (or other benefits) the rent will be no higher than the amount I get for rent.

If I do not get ODSP or if there is no rent part, I will not pay more than 40% of the money I get each month for rent.

Subject to other things written in this paper, I have the right to live in my home for the rest of my life.

I will pay my rent on time

I will pay for my own phone and cable TV, if I use them.

I will not change my home unless the GSA says I may. But I can paint or decorate the inside without asking.

I will not damage my home. If I do, I will pay for it.

I will help with cleaning, clearing snow and caring for the garden.

I have to insure my things. If I cannot pay for insurance, GSA will do it for me.

GSA will keep my home safe and will fix things. GSA may also make changes to my home if I need them, but will talk to me before making any changes.

GSA will make sure that the heat and air conditioning are working. If they do not work, GSA will fix them.

If I or other people in my home cannot clean, clear snow or garden, GSA will do these tasks.

GSA will put smoke and carbon monoxide detectors on each floor and a fire extinguisher/detector in my home.

GSA will insure my home.

GSA can come into the house to check, fix and clean it, or check on me if there is an emergency.

Friends in my Aroha and support circle are most welcome to visit me any time, but should check with my lifesharers that I will be at home.

I can leave the home for a while and still have the right to live there.

If I leave for a while, I still have to pay my rent each month.

If I leave the home without telling GSA, I may lose my right to live there.

If I take most of my things and do not pay the rent, GSA can say I left for good.

GSA must try to find out if I am coming back within 60 days after I leave the home.

While I am living in the home, no other person shall have the right to live there.

Other people may live in the home to help me. If they do, they will not have all the same rights as me.

We may agree that I can move and have the right to live in another home owned by GSA.

If I need to live elsewhere, GSA must try to give me a right to live in another home.

If I have the right to live in another home owned by GSA, the things in this paper will still apply.

If it is necessary to transfer legal ownership of my home to another housing trust, GSA and my parents, friends and Aroha must be satisfied that all my rights to live in my home continue for my lifetime.

If it costs money to transfer the home, the other housing trust will pay.

My right to live in my home will end when I say I want to leave; or if I do not pay my rent on time; or if I leave the property and take my things with me; or when I die.

I will not lose my right to live in my home if I do not pay my rent, unless GSA does the things it has to under the law.

I can say I want to leave by writing a letter to GSA or by any other way I choose.

If I tell GSA I want to leave, it will check to make sure I really want to leave. GSA will write down how they checked to make sure

After I sign this paper, I have five days to talk with someone and get out of it. The things written in this paper can be changed if I and GSA agree. Any changes will have to be written down and signed by me and GSA. I can sign this paper in any way I want to.

My parents and directors of my Aroha entity are signing this paper to protect my rights to live in my home. My parents do not have to pay rent or do the things I have agreed to do.

**GSA's Model Occupancy/Housing Agreement
(Sole Occupant)
FORMAL LEGAL VERSION**

THIS AGREEMENT made this ____ day of _____, 2_____

BETWEEN: _____ GUELPH SERVICES FOR THE AUTISTIC _____
a non profit charitable Ontario corporation (the "Housing Trust" or "GSA")

AND: _____
(name of focus person, supported by family members and Aroha)

1. THE PROPERTY

1.1 This Agreement sets out the rights and obligations of XX and the Housing Trust in property located at _____ [street address] in _____ [municipality] "the property"

2. GRANT OF OCCUPANCY

- 2.1 Subject to the other terms of this Agreement, the Housing Trust grants to XX a right to occupy the property for his lifetime.
- 2.2 The grant of occupancy to XX cannot be given to anyone else without the written permission of the Housing Trust.
- 2.3 XX does not have any other rights or interests in the property, except those that are stated in the Agreement.
- 2.4 XX shall always have his own bedroom and bathroom and the use of all parts of the home other than the private rooms of lifesharers.
- 2.5 XX's right to occupy the property will end when one of the events mentioned in Section 11 happens.

3. RENT

- 3.1 Subject to subsections 3.3 and 3.4, XX agrees to pay to the Housing Trust rent each month on the first day of every month. The first month's rent shall be paid on the first of the month that XX moves in. The rent shall be the rent portion of the ODSP or other amount arranged between XX and the Housing Trust. Rent does not include heat and utilities.
- 3.2 Subject to subsections 3.3. and 3.4, XX will receive sixty (60) days advance notice in writing of any change in the rent.
- 3.3 If XX receives the Ontario Disability Support Plan (or any successor income supports or benefits), the amount of rent payable by XX shall not exceed the maximum shelter component of that benefit.
- 3.4 If XX does not receive ODSP or other government benefits, or is receiving benefits that do not include a shelter component, the rent payable by XX shall not exceed forty percent (40%) of his monthly income.

4. XX's RIGHTS AND RESPONSIBILITIES

- 4.1 Subject to the other terms of this Agreement, XX will have the right to occupy the property for the rest of his life.
- 4.2 XX will be responsible for paying her rent on time.
- 4.3 XX will be responsible for paying his own telephone and cable television costs. These may be shared if XX shares the property with anyone else.
- 4.4 XX agrees to follow the occupancy rules that are attached to this Agreement.
- 4.5 XX agrees that he will not make any major changes to the inside or outside of the property without first getting written approval from the Housing Trust. XX does not need the approval of the Housing Trust for painting or decorating the inside of the house.
- 4.6 XX will act responsibly and pay the Housing Trust for any damage he does to the property
- 4.7 Subject to subsection 5.3, XX agrees to help maintain the property and his share of cleaning, lawn and garden maintenance and snow and ice removal, and other minor maintenance.
- 4.8 XX shall be responsible for insuring his own and personal belongings against damage and theft. If XX cannot afford insurance, the Housing Trust will do it for him.

5. RIGHTS AND RESPONSIBILITIES OF THE HOUSING TRUST

5.1 The Housing Trust shall be responsible for keeping the property in good and safe condition and shall make repairs when they are necessary. The Housing Trust shall also make any changes to the property that are reasonable and necessary to ensure that XX can continue living in the property.

The Housing Trust shall talk to XX and to his parents and friends in his Aroha entity and ask for their comments prior to making any changes to the property.

5.2 The Housing Trust agrees to make sure that the heating and air conditioning systems are in good working order and are safe. If the heating or air conditioning system breaks down, the Housing Trust will also make sure that it is repaired as soon as possible

5.3 If XX or other persons residing in the property are not able to maintain the property on their own (as stated in subsection 4.7), the Housing Trust shall ensure that the regular maintenance is done.

5.4 The Housing Trust shall be responsible for ensuring that functioning smoke detectors are placed on every floor of the property that is occupied. The Housing Trust shall also be responsible for ensuring that a functioning fire extinguisher and a carbon monoxide detector are placed in the property.

5.5 The Housing Trust shall be responsible for ensuring that the property is insured.

6 RIGHT OF ENTRY

6.1 The Housing Trust, or people chosen by the Housing Trust, shall have the right to go into the property at reasonable times, to:

- i. inspect or repair the property;
- ii. maintain the property; or
- iii. check on XX if there may be an emergency.

6.2 Members of the Aroha and circle of friends are welcome to visit XX at any time. Given his busy schedule, it is wise to check ahead with the lifesharers (or other co-ordinating supporters) that XX will be at home.

6.3 Notice to go into the property shall not be required where there may be an emergency.

7 TEMPORARY ABSENCE

7.1 XX may be absent from the property without terminating the grant of occupancy provided under this Agreement.

7.2 During any temporary absence from the property, XX shall be responsible for paying his rent under this Agreement.

8 ABANDONMENT

8.1 Subject to subsection 8.3, if XX abandons the property, the Housing Trust back and offer a right of occupancy to someone else after sixty (60) days from the date of abandonment. Abandoning means leaving the property without giving notice of your plan to end the occupancy.

8.2 The Housing Trust will believe that XX has abandoned the property if most of XX's possessions have been removed and if XX owes rent to the Housing Trust.

8.3 The Housing Trust will make reasonable efforts to find out if XX intends to return to the property within sixty (60) days from the date of abandonment.

9 OTHER OCCUPANTS

9.1 During XX's term of occupancy, no other individual may be granted a right of occupancy in the property.

9.2 Other individuals may live in the property for the purposes of providing support and help to XX. Individuals who live in the property shall not have the same occupancy rights as XX.

10 TRANSFER OF OCCUPANCY

10.1 XX and the Housing Trust may, by mutual consent, transfer XX's right of occupancy to another property owned by the Housing Trust.

10.2 Where, because of extenuating circumstances, XX decides that he needs to live elsewhere, the Housing Trust shall make all reasonable efforts to provide XX a right of occupancy in another property.

10.3 If XX transfers his right of occupancy to another property owned by the Housing Trust, the terms and conditions of this Agreement shall apply.

11 TRANSFER OF PROPERTY

11.1 If XX's circumstances require it, it may become necessary for the Housing Trust to transfer title to the property to another non-profit housing corporation. Any transfer of title shall not take place unless the Housing Trust and XX's parents/friends in XX's incorporated Aroha (or their legal representatives) are satisfied that XX will continue to have an enforceable right to occupy the property for his lifetime under an agreement in writing containing provisions similar to those in this Agreement.

11.2 The transfer of title to the property to another non-profit housing corporation will be a direct transfer without a sale price. The housing corporation taking title shall be responsible for paying any costs associated with the transfer.

12 END OF AGREEMENT

12.1 This Agreement may end for any one of the following reasons:

- i. XX giving written notice of his plan to end the occupancy and the date on which his occupancy will end;
- ii. Subject to subsection 12.2, XX's failure to pay his monthly rent;
- iii. XX's abandonment of the property;
- iv. The transfer of the title of the property pursuant to Section 11.
- v. XX's death.

12.2 The grant of occupancy shall not be terminated for failure to pay monthly rent unless the Housing Trust complies with all relevant provisions and provides all notices required under the Landlord and Tenant Act.

12.3 If XX is unable to express his plan to end the occupancy in writing, he shall be allowed to express his plan in another way of his choosing.

12.4 If XX tells the Housing Trust he wants to end his right to occupy the property, the Housing Trust shall verify XX's plan before ending the occupancy. The Housing Trust shall record, in writing, how and by whom XX's plan was verified.

13 ENFORCEABILITY

13.1 This Agreement shall be enforceable by and against the heirs, successors, assigns of XX and the Housing Trust and shall be subject to all federal and provincial laws that might apply in the Province of Ontario. This Agreement shall also be subject to all applicable municipal bylaws.

14 CANCELLATION

14.1 XX may, within five (5) days from the day he signs this agreement, talk with a friend or advocate and cancel this Agreement.

15 CHANGES TO THE AGREEMENT

This Agreement may be changed if XX and the Housing Trust agree to make the changes. Any changes to this Agreement shall not be valid unless it is in writing and properly signed by XX and the Housing Trust.

16 VALIDATION OF THE AGREEMENT

16.1 This Agreement will be valid if XX signs it in any way that is usual for him.

16.2 The signatures of parents/directors of the Aroha entity are provided in support of XX's right of occupancy in the property. The Housing Trust acknowledges that XX's parents and directors of his Aroha entity are entitled to enforce this Agreement on behalf of XX and to protect his rights and interests. XX's parents are not liable for XX's obligations under this Agreement.

SIGNED, SEALED AND DELIVERED BY THE PARTIES hereto thisday of(month) . 2..... (year)

XX signed

XX's parents/directors of Aroha entity

Two directors sign and apply seal of GUELPH SERVICES FOR THE AUTISTIC

A witness also signs