

## ***Schedule C: Sub-Occupancy Agreement***

All members and the sub-occupant must sign.

### ***Woodsworth Housing Co-operative Incorporated***

**Names of members:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Names of sub-occupants:** \_\_\_\_\_  
\_\_\_\_\_

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

**Start date:** \_\_\_\_\_

**End date:** \_\_\_\_\_

**Contact information for member:** \_\_\_\_\_  
\_\_\_\_\_

**Current monthly housing charges:** \$ \_\_\_\_\_

#### **Terms of agreement:**

1. The co-op agrees that the sub-occupant can live in the member's unit from the Start Date to the End Date stated in this agreement. The sub-occupant agrees to leave the member's unit on or before the End Date. The sub-occupant must have written permission from the co-op and the member to stay longer.
2. If the End Date in this agreement is blank or indefinite the sub-occupant can live in the member's unit on a monthly basis starting on the Start Date. The member or the sub-occupant can end this agreement on sixty days' written notice. The notice period must end on the last day of a month. (See 8.6.d)
3. The member is still responsible to the co-op for all the member's obligations to the co-op.
4. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
5. The sub-occupant agrees to pay all housing charges and to carry out all the obligations that the member has to the co-op. The current monthly housing charges are stated above and must be paid directly to the co-op. The monthly housing charges may change during the sub-occupancy.

6. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.
7. The member agrees that all legally required notices to the member may be delivered or served at or to the unit in compliance with co-op by-laws and the *Co-operative Corporations Act*.
  - (a) The sub-occupant agrees to contact the member immediately on receipt of any notice from the co-op.
  - (b) The co-op may contact the member as stated in the contact information in this agreement and may send the member a copy of a notice. The co-op does not have to do this. This includes important documents, such as a Notice to Appear. If the co-op does contact the member, the time of service of the notice or document will be when it was delivered or served at or to the unit or the sub-occupant.
8. The sub-occupant acknowledges that the co-op allows only members and their households to occupy co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end. This agreement does not give the sub-occupant a right to the unit or any other unit in the co-op or position on the co-op's internal or external waiting lists.
9. The co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to thirty days' notice to leave the unit. The co-op can do this if the member ends co-op membership or the co-op is evicting the member or for other reasons that the co-op decides.
10. The member and the sub-occupant must update the co-op in writing within five days of any change in the member's contact information.
11. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the sub-occupant is not a tenant under the *Residential Tenancies Act*.
12. The member and the sub-occupant acknowledge and understand that the sub-occupant cannot pay anything to the member, such as key money, and the only payment permitted is the housing charges. Any other payment is against the law.
13. The sub-occupant agrees that the co-op, through its employees or agents, can receive credit information about the sub-occupant from any credit agency or other source.

**Signatures:**

Date: \_\_\_\_\_

\_\_\_\_\_

Member Signature

\_\_\_\_\_

Print name of member

Date: \_\_\_\_\_

\_\_\_\_\_

Member Signature

\_\_\_\_\_

Print name of member

Date: \_\_\_\_\_

\_\_\_\_\_  
Member Signature

\_\_\_\_\_  
Print name of member

Date: \_\_\_\_\_

\_\_\_\_\_  
Sub-Occupant Signature

\_\_\_\_\_  
Print name of Sub-occupant:

Date: \_\_\_\_\_

\_\_\_\_\_  
Sub-Occupant Signature

\_\_\_\_\_  
Print name of Sub-occupant:

Woodsworth Housing Co-operative Incorporated

Date: \_\_\_\_\_ Witnessed by: \_\_\_\_\_

Print name: \_\_\_\_\_ Title: \_\_\_\_\_