



**SARCEE MEADOWS HOUSING CO-OPERATIVE LTD.**

**HOUSING POLICY**

SUBJECT: **Leasing Policy**

ORIGINAL DATE OF APPROVAL: September 17, 1985

APPROVED BY: Membership

DATE OF REPLACEMENT: June 18, 2001

DATE OF AMENDMENT: November 2, 2005, January 2007, April 2009, January 2011, September 2017

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Definition: The purpose of leasing is that the member has found it necessary to MOVE FROM Calgary for a short period of time. The lease period will not exceed two [2] years.

***Also refer to the Special Privilege Policy and Criteria For Approval of Member Privileges Policy.***

**By-laws:**

**15.0 LEASING**

**15.1 Leasing policy**

A member may lease the housing unit but only in accordance with SMHC's Leasing Policy.

**15.2 Board right to reject proposed tenant**

The Board of Directors may approve or reject a proposed tenant at its discretion.

**15.3 Lease Agreement**

Before the term of a lease can become effective, the member and the proposed tenant must sign and deliver to SMHC the Board approved Lease Agreement.

**15.4 Payment of housing charges**

The member remains responsible for the payment of all housing charges levied against the leased unit.

**15.5 Failure to comply**

Failure to comply with section 15.0 of these bylaws will be considered grounds for termination of membership by the Board, without appeal to the members, in accordance with section 3.11 of SMHC Bylaws and the Cooperatives Act.

**Application Process for Leasing:**

1. Members may apply to lease their unit to a non-member for a period not to exceed two years.
2. The member must be living outside of Calgary for the period of the lease and not be within commuting distance.

3. Members wishing to lease their unit must have an application that has been approved by the Board of Directors two [2] clear calendar months prior to the first day of the month in which the member intends to lease the unit.
4. The member wishing to lease is required to complete an application to lease their unit, and the lease agreement as well as ensure that the tenant completes an application form as well as the lease agreement. Even though the member is responsible for the payment of housing charges, a credit check of the proposed tenant will be carried out.
5. It is understood that the tenant agrees to attend an interview for the purpose of becoming familiar with SMHC policies.
6. The member [not the tenant] is responsible for:
  - Providing the name[s] of the tenant for approval;
  - The condition of the housing accommodation;
  - The monthly housing charges.
7. The charge to the tenant will not be more than the current monthly housing charge. No profit taking is allowed as SMHC is a non-profit housing co-operative.
8. No subsidy benefits will be applied to a unit which is leased.
9. Before consideration can be given to any application to lease, a maintenance review will be conducted. Registered shareholders are encouraged to be present for the maintenance review. If a satisfactory maintenance review has been conducted within three [3] months of application, a further review is not required.
10. A tenant does not earn membership in SMHC, and, upon the expiration of the approved term of the lease, occupants must vacate the premises.
11. The member will give written notice to the co-operative two [2] clear calendar months prior to the expiration date of the Lease Agreement of their intention that they will:
  - A) Withdraw from membership in the co-operative, in which case the withdrawal will be in accordance with article 3.10 of the bylaws;OR
  - B) Take up their occupancy and membership rights of the unit upon expiration of the Lease Agreement.

If the member wishes to nominate an immediate family member to become a registered shareholder, the member will apply to the co-operative in writing, three [3] calendar months prior to the expiration date of the Lease Agreement, in accordance with the policies of the co-operative.