

Guest Policy

One of the most difficult areas of landlord/tenant relations is the issue of “guests”. Specifically, at what point does an individual(s) go from being a guest to being a resident. In an effort to bring some structure to our judgements on these cases we are providing here some criteria which we use to determine when that line has been crossed. Tenants should recognize that these represent broad guidelines. Every situation is judged on it’s own merits and evidence.

We believe it is worth noting the reasons for our interest in this issue.

- 1) The presence of individuals residing in the apartment who have not gone through our review process violates our right to approve those who will be living there.
- 2) Individuals who are living in the apartment but not signatories on the lease create uncertainty as to their legal status, both rights and obligations.
- 3) Individuals living in the apartment who are not on the lease are using utilities which landlord is providing without compensation. They are also imposing un-compensated “wear and tear” on the apartment which was not agreed to by landlord.
- 4) If there is more than 1 person on the lease then the other tenant(s) are having their right to privacy in the apartment violated by the presence of a guest. We have witnessed many occasions where friendships have been destroyed because of this situation. Unfortunately it is often the case that the roommate is unwilling to speak up about their unease with the presence of a guest until their unhappiness has reached the point where the situation cannot be corrected.

Tenants are reminded that under the terms of their lease only persons named in the lease are permitted to be in residence. It is the definition of “resident” which is at the core of the issue. For our purposes in this policy statement the following criteria will be taken as evidence that an individual(s) has crossed the threshold from being a guest to being a resident.

- 1) An individual staying overnight more than 3 nights in a 7 day period.
- 2) The presence of significant quantities of the guest’s clothing, personal items and, or toiletries.
- 3) If the guest is found to be in possession of keys to the building and/or to the tenant’s apartment.
- 4) If the guest is frequently observed in the apartment without the presence of the host tenant.
- 5) Complaints from roommates or other tenants in the building regarding the amount of time the guest is present.

In all circumstances if an individual(s) is going to be staying in the apartment overnight for more than 3 consecutive nights in total the tenant is required to seek permission from landlord in advance.

We find that the scenarios involving guests fall into 2 very broad categories.

- 1) A friend or relative is visiting from out of town and needs a place to stay. In that situation the requirements for permission would be;
 - A) All other tenants on the lease must be in agreement.
 - B) The guest(s) must have a specific date on which they will be leaving. That date must be adhered to.
 - C) Landlord must be informed in writing in advance. Landlord must agree to the presence of the guest in writing.
- 2) A tenant is in a relationship with someone and wants to allow that person to be present on an ongoing, open ended basis.

The key difference in these 2 scenarios is that the first involves a single occasion of someone coming in as a guest with a specific time limit on the duration of their stay. The second involves an open-ended duration for the guest. They have become a resident, not a guest.

Regardless of the agreement of the other tenants in the in the apartment or building, we will not approve any request which conforms to the second scenario. Requests conforming to the first scenario will be judged largely on the basis of the length of the stay. The shorter the stay, the more likely we are to approve.

In the unfortunate event that a tenant attempts to ignore or intentionally circumvent these guidelines, particularly under the second scenario, we will be forced to begin the appropriate legal proceedings to remedy the situation. Tenant will be held financially responsible for any and all costs incurred by landlord to resolve the situation.

We hope that these guidelines and clarifications will assist you in avoiding any problems associated with inviting guests to stay in your apartment.