

# Occupant FAQs

## **Who is an Occupant?**

An Occupant is any person (adult or child) who (A) is not a Leaseholder but who has a presence in the leased premises of more than 7 consecutive days, or for 14 or more days during any 30-day period OR (B) receives any mail at the residence. All Leaseholder(s) MUST agree to register an Occupant(s) as described below.

## **Does an Occupant count against the maximum occupancy of the apartment?**

Yes. The number of persons (whether leaseholders or occupants) associated with any apartment is limited to 2 persons per bedroom. The number of bedrooms is defined as per CSW's classification for that particular apartment.

## **Are potential occupants subject to background checks? Is there a fee?**

Any potential occupant over age 18 will have to complete and sign a document granting CSW permission to run the background check AND pay a fee. The nonrefundable fee is \$25 for the background check for each potential occupant. CSW reserves the right to deny any person Occupant status. The potential occupant must be approved before residing in the premises. Occupants who are 18 or younger do not require a background check but must still be registered and approved (such as to ensure the apartment is not over occupancy).

## **How is an Occupant registered?**

An Occupant can be associated with the Lease when the Lease is first signed or an Occupant can be added during the Lease (without any change to the Lease duration). All Leaseholders must approve (in writing) the addition of an Occupant(s) to that apartment. The Occupant(s) must be registered before coming on the premises.

## **Can the Occupant status be denied or revoked?**

Yes, permission for an Occupant to be present in the Premises can be denied initially. Occupant status may be revoked without warning or explanation by a Leaseholder(s) or by CSW in its discretion. If there

are multiple Leaseholders, both have to agree to add or delete an Occupant.

### **What if I am an Occupant and the Leaseholder dies?**

In the event the Leaseholder dies or moves out (for medical reasons) so that there is no leaseholder remaining in the Premises, the lease automatically terminates and the Occupant cannot remain in the apartment. The Occupant may apply to be a leaseholder at CSW. In any event, the Occupant should contact the office immediately to understand responsibilities and options. Keep in mind that the estate of the leaseholder would continue to be responsible for the actions of any Occupant (or other guest/invitee) until possession of the premises has been returned to CSW. As a reminder, the Occupant has no contractual rights or standing under the Lease or otherwise.

### **What rights or standing does an Occupant have?**

An Occupant has no contractual standing under the Lease. An Occupant may be given access to the apartment in the event of a lockout but will be expected to show identification if not personally known to CSW. The Leaseholder is liable for any lock out fee (but the Occupant may pay it). An Occupant may notify the CSW office of maintenance related items and CSW may enter the apartment without further notification or permission for that maintenance issue. An Occupant may utilize the appropriate pools (or other amenities) without being considered one of the permitted guests per apartment. An Occupant is expected to provide contact information to CSW.

### **What rights or obligations does an Occupant NOT have?**

An Occupant does not have any legal or contractual rights to be in the apartment (only the Leaseholders have such rights). An Occupant has no financial responsibility under the Lease. If an Occupant pays or delivers any amount to CSW, the amount will be accepted and credited to the amounts owed under the Lease. Even if the Occupant pays rent, CSW has no obligations to him/her. No information will be released to any Occupant regarding the apartment, account balances, or the like (unless CSW has acceptable independent legal paperwork granting a right to the information to the Occupant). The Occupant may be

removed by the Leaseholder(s). The Occupant has no financial liability or legal rights under the Lease.

**Who is responsible for the actions or inactions of the Occupant?**

The Leaseholder(s) is responsible for the actions or inactions of an Occupant. Remember, the Leaseholder(s) is also responsible for the actions or inactions of any guest, visitor, or invitee of the Leaseholder or the Leaseholder's Occupants. Leaseholders must ensure that all Occupants, invitees, visitors, and guests comply with CSW policies, and Leaseholders are responsible under the Lease for any policy violations. While the Leaseholder remains liable for any Occupant, CSW may also rescind Occupant status in its discretion at any time.

**What happens if the Leaseholder does not register an Occupant?**

Failing to seek approval for an individual to be an Occupant is a violation of the Lease and will be handled accordingly with the Leaseholder. Further, this may result in the Occupant being banned from the premises. If CSW agrees to consider the individual as a potential occupant, the fee and background check is required.

**Must the Occupant be covered by renters' insurance?**

Yes. Any and all Occupants (whether adults or minors) must be covered by renters' insurance---either the policy of the Leaseholder or an independent policy of the Occupant. CSW is not responsible for the property of the Occupant.

