

**Windward
Co-operative
Homes Incorporated**

By-law No. 6

Occupancy By-law

Passed by the board of directors: 22 February 2006

Confirmed by the members: 27 April 2006

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OCCUPANCY BY-LAW

By-law No. 6

Occupancy By-law This By-law contains the rules under which Windward Co-operative Homes Incorporated provides housing for its members, and the rights and obligations of both the co-op and its members. The *Co-operative Corporations Act* (the *Act*) regulates how the co-op must be run. Certain parts of the *Act* contain rules which are not included in this By-law. Members should refer to them when questions come up.

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1. ABOUT THIS BY-LAW

Article 1:About This By-law, Schedules and Appendices

1.1

- Occupancy Agreement** (a) The Occupancy Agreement, Schedule A, is part of this By-law. Members must sign it when their membership in the co-op begins. The Occupancy Agreement includes Terms of the Member's Housing Charge Subsidy, Schedule A Appendix 3, if it applies to the member. The co-op and the members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
- (b) Some by-laws and agreements, such as the Housing Charge Subsidy By-law and Performance Agreements, only apply to certain members. These members must obey them.

1.2

- Priority of This By-law** (a) This By-law repeals By-law 3, Articles IV 4-6, XIV, and XV. It takes the place of all previous by-laws or resolutions that deal with the occupancy rights and obligations of the co-op and its members. Any future by-law can only amend this By-law if the future by-law

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1. ABOUT THIS BY-LAW

states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.

(b) If there is a conflict between documents, the following will govern in the order in which they appear:

§ first, the *Act*

§ second, the Articles of Incorporation

§ third, this By-law, and

§ fourth, the other by-laws of the co-op, unless the by-laws state differently.

Article 2:Members' Rights

2.1

Use of a Unit and

the Co-op's Facilities

Members of the co-op have the right to:

§ live in their housing unit

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2. MEMBERS= RIGHTS

§ use their parking space, if any

§ use their locker space, if any, and

§ use the co-op's common facilities.

Co-op by-laws and rules limit members' rights.

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3. MEMBERS' CONTRIBUTIONS

Article 3:Members' Contributions

3.1

Housing Charges

- (a) Each member of the co-op must pay housing charges.
Housing charges are made up of:
- \$ a onetime membership fee of \$15.00
 - \$ the member deposit
 - \$ monthly housing charges, less any subsidy
 - \$ parking charges, if any
 - \$ locker charges, if any, and
 - \$ other charges that members must pay under any of the co-op's by-laws.
- (b) Co-op members must decide what the monthly housing charges, parking and locker charges, if any, will be at a general members' meeting called for the purpose of approving the operating budget.

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3. MEMBERS' CONTRIBUTIONS

(c) Members must pay their housing charges by 9:00 a.m. on the first day of each month, or will be subject to a late payment fee.

(d) The housing charge does not include the following costs to a member:

\$ telephone for a unit

\$ charges for cable television for a unit

\$ insurance on the member's personal property,
and

\$ the member's personal liability insurance.

If the co-op has to pay for any of these, the cost will be charged to the member and recovered as a housing charge.

3.2

Member Deposit

(a) Paying the Deposits

Members must pay a member deposit to the co-op.

Members must pay this deposit before moving into their

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3. MEMBERS' CONTRIBUTIONS

unit, unless the co-op allows them to pay it at another time.

(b) The Amount of the Member Deposit

If members do not receive a subsidy, they must pay a member deposit equal to the monthly housing charge plus 50%

If members receive a subsidy, they must pay a member deposit equal to the monthly subsidized housing charge plus 50% of the monthly regular housing charge.

The member deposit is rounded to the nearest dollar.

(c) Adjusting the Member Deposit

When there is a change in the monthly housing charge, the co-op adjusts the amount of the member deposit. If the member deposit increases, members must pay the extra amount. If it decreases, members will get a credit for the difference on future charges.

(d) Returning the Member Deposit

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3. MEMBERS' CONTRIBUTIONS

The co-op will return the member deposit when the member leaves the unit permanently. Before returning the deposit, the co-op can deduct any amount which the member owes because:

- \$ the member did not give enough notice
- \$ the unit was not left in the condition stated in 5.9 of this By-law
- \$ the member owes money to the co-op, or
- \$ the member did not pay the last month's housing charge.

(e) Interest on the Member Deposit

The co-op will not pay interest on the member deposit.

3.3

Other Charges

- (a) A member is responsible for and must pay the co-op for any extra costs, charges or expenses caused by:

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3. MEMBERS' CONTRIBUTIONS

§ the member

§ any person who is a part of the member's household, or

§ any person that the member allows onto the co-op's property.

This applies even if no co-op by-law has been broken.

The co-op has the right to recover the legal fees and costs of any legal action that the co-op takes to recover money owed to it or to enforce its rights under the by-laws.

- (b) Members must pay any interest at the rate of the prime rate of any credit union or bank designated by the board, plus 2%.

3.4

All Charges Are

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3. MEMBERS' CONTRIBUTIONS

Housing Charges Housing charges include all amounts that the co-op charges to members.

3.5

**Responsibility
for Charges**

(a) Per-Unit Basis

The co-op calculates the monthly charge and the member deposit for each unit as a whole. If more than one member occupies a unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household.

If any person moves out of the unit, the remaining member (s) remain(s) responsible for all the charges which apply to that unit.

(b) Sharing Expenses

Persons who share a unit can arrange to share expenses, with the following conditions:

\$ the sharing arrangement does not limit the co-op's rights

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3. MEMBERS' CONTRIBUTIONS

§ one of the members in the unit must collect the payments and make one single monthly payment to the co-op, and

§ they are each responsible for the full charges.

3.6

- Housing Charge Subsidy (a) Rights to a subsidy are stated in the Housing Charge Subsidy By-law. If there is no such by-law, members' rights will be stated in Appendix 3 of the Occupancy Agreement and in any other document which the board of directors has adopted. The co-ordinator/manager is authorized to determine who is entitled to subsidy and the amount of the subsidy in accordance with policies and procedures approved by the board.
- (2) Members have the right to appeal to the board. The board will determine the appeal procedures to be followed. These procedures must be procedurally fair.

3.7

Participation

(a) **General Members= Meetings**

Members must attend all general members' meetings.

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3. MEMBERS' CONTRIBUTIONS

- (b) Members must take part in the activities of the co-op, in accordance with approved by-laws, policies and procedures.

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4. SETTING HOUSING CHARGES

Article 4: Setting Housing Charges

4.1

The Members Set

the Housing Charges Monthly housing, parking and locker charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members when they are asked to consider an increase in housing charges. 4.2 of this By-law, "Operating and Capital Budgets", shows how the co-op must present a budget to the members. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

4.2

Operating and Capital Budgets

(a) Preparing the Operating Budget

Each year, the board will prepare a budget for the next fiscal year. The members will consider this proposed budget at a general meeting during which the budget is presented. 4.3 of this By-law shows how the co-op must give notice of this meeting. The budget must contain:

\$ the total expected cost of
operating the co-op

\$ the charges proposed for each unit,
and

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4. SETTING HOUSING CHARGES

\$ the cost of any special expenses which the board suggests and the charges that would result.

(b) **Capital Expenses**

The board may prepare a capital budget if it is planning capital expenses. The capital budget must contain:

\$ the proposed capital expenses
\$ the proposed source of funds, and
\$ the impact of the proposed expenses on the co-op's current and future operating budgets, and any resulting changes to capital reserve funds currently in place.

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget or proposed housing charges only if the notice of the meeting states that the purpose of the meeting includes consideration of the budget or housing charges. The notice must be given as the *Act* and by-laws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least seven days before the budget meeting.

4.4 Date of Change in Housing Charges

(a) Any change in housing charges will normally begin on the first day of the third month after the members decide on the change.

Notice of change in housing charges must be delivered to each unit within 14 days after the meeting.

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4. SETTING HOUSING CHARGES

- (b) Members can decide by a two-thirds vote at the general meeting on a different date for the new charges to begin, including an earlier date.

4.5 Mid-year Change in Housing Charges

If the board feels that there should be a change in the total operating expenses and/or housing charges during a fiscal year, the board must call a special members' meeting to consider the change. The board must prepare a budget or statement showing the reason for the proposed change. 4.3 of this By-law shows how the co-op must give notice of this meeting.

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5. USE AND BEHAVIOUR

Article 5:Use and Behaviour

5.1

Residences

Units can be used only as private residences for members, their households and other persons allowed by this By-law. This use can include incidental uses if all the other rules in this By-law are obeyed.

5.2

Nuisance

The co-op is a community which includes all the residents and employees. It also is part of the larger neighbourhood community. Members must not make or allow any noise, nuisance or any other act that unreasonably disturbs or interferes with any other member of these communities.

5.3

Illegal Acts

Within their unit, or on co-op property, members must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority such as the fire department.

5.4

Leases, Mortgages

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5. USE AND BEHAVIOUR

and Agreements

Members must not break any obligation that the co-op has to:

§ Canada Mortgage and Housing Corporation

§ the Province of Ontario, and

§ the co-op's mortgagee.

If all or part of the co-op's property is leased to the co-op, members must not break any obligations under the lease.

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5. USE AND BEHAVIOUR

5.5

Insurance Members must not break any obligation that the co-op has to its insurance companies. The use of a member's unit, parking and locker spaces must not increase the co-op's insurance costs, or any other cost or liability of the co-op.

5.6

Privacy (a) **Permission Needed**

Members have the right to privacy. The co-op may not enter a unit without the member's permission unless an emergency happens or appears to be happening or proper notice has been given.

(b) **Permission Not Needed**

After giving a member 48 hours written notice, someone appointed by the co-op can enter the member's unit, at any reasonable time, for:

§ maintenance inspections, regular or special

§ maintenance repairs or renovations, or

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5. USE AND BEHAVIOUR

§ any other reason which the board decides.

After giving a member 24 hours written notice, the co-op can enter the member's unit to show it to a prospective occupant at any reasonable time. The co-op can do this if:

§ the member has given the co-op written notice of withdrawal from membership and occupancy, or

§ the co-op has given notice of a board decision to evict the member.

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5. USE AND BEHAVIOUR

(c) Notice of Entry

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day but not longer than seven days and the notice can allow more than one entry into a member's unit.

5.7

Violence

Residents and employees must not commit violence against another person in the co-op. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. Co-op staff is authorized to call police and the Children's Aid Society in cases of child abuse.

5.8

Domestic Violence

(a) Domestic violence is violence against another member of the same household. The co-op does not tolerate domestic violence. It will try to assist victims of domestic violence. Members of the co-op who engage in domestic violence may be evicted.

(b) Members who are victims of domestic violence can:

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5. USE AND BEHAVIOUR

- § ask the board to evict any person who commits domestic violence
 - § request emergency subsidy if stated in the Housing Charge Subsidy By-law
 - § get information from the co-op on support groups in the community, and
 - § ask co-op staff to help them contact the police, Children=s Aid Society or other authorities
- (c) The board can evict a member who has committed domestic violence. Article 9 applies. A complaint from the victim is not necessary. The board does not have to wait until any court charges are heard.
- (d) The board must have proof that domestic violence occurred. The board can accept the following as proof:
- § whether a restraining order or peace bond is in effect or terms of bail that allow no contact with the victim, and
 - § whether the member has been found guilty of assault.
- (e) A member can ask the board to reinstate the membership of a previously violent spouse, partner or co-occupant. This request must be made in writing. The board has the right to refuse the request for the previously violent spouse, partner or co-occupant, whether as a fully reinstated member or as a casual or long-term guest under Article 7. Article 7 applies, if the member wants that person to stay as a casual or long-term guest. If that person applies for membership without that member=s consent, the board can reject the application.

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5. USE AND BEHAVIOUR

- (f) Consideration will be given for the previously violent spouse, partner or co-occupant=s return if that person is enrolled in an acceptable rehabilitation program and some assurance is given that such program precludes to some reasonable degree any further occurrence of violence.
- (g) A person whose membership has been terminated because of domestic violence cannot resume membership in the co-op for one year after being allowed to return to the co-op. At the end of this period, the member can be considered for reinstatement as a member of the co-op.
- (h) A member must sign a performance agreement as per Article 9.6, and adhere to its requirements.
- (i) If someone has been evicted because of domestic violence, and returns to the co-op property without the consent of the victim, the co-op may treat that person as trespasser. It may remove that person from the property and obtain police assistance to do so.

5.9

Maintenance and Repair (a) Cleanliness

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5. USE AND BEHAVIOUR

Members must keep their units reasonably neat and clean. The units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members who damage co-op property are responsible for its repair.

(b) Maintenance

Members must obey the Maintenance and Improvements By-law.

(c) Alterations and Improvements

Members cannot make alterations and improvements, or alter or change their locks, unless they obey the terms of the Maintenance and Improvements By-law. If there isn't one, members must get the board's permission.

(d) Changing Locks

Members must not change their locks without written permission from the co-op. They must give the co-op keys to new locks.

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5. USE AND BEHAVIOUR

(e) Reporting Problems

Members must promptly report to the co-op any condition in their unit, of the equipment in their unit, or of the building, which has caused or may cause damage to their unit the equipment or to the building.

(f) Neglect of Responsibilities

If members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the co-op can carry them out. Those members must pay the co-op for its out-of-pocket expenses and for the reasonable value of any employee time involved.

(g) The Responsibility of the Co-op

The co-op must keep all units, co-op property, and all services and facilities of the co-op in a good state of repair and fit for habitation. The co-op must make sure

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5. USE AND BEHAVIOUR

that it meets all the legal standards of health, safety, maintenance and occupancy.

(h) Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order. Members must keep the appliances reasonably clean.

(i) Moving Out of the Unit

When members move out of their unit, they must leave it clean and in good order and in accordance with the co-op's approved policies .

5.10

Acts of Others

Members are responsible for any act or failure to act of their household, guests or sub-occupants. This includes any person they, or their household, guests or sub-occupants, invite or allow onto co-op property. Members may be evicted as a result of any such act or failure to act. Members will have to pay for any damages caused by any act of failure of their household, guests or sub-occupants.

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6. OCCUPANCY RIGHTS AND STANDARDS

Article 6:Occupancy Rights and Standards

6.1

Purpose of This Article This Article deals with members already living in the co-op. It covers when they no longer have the right to occupy their present unit because of changes in household size. It does not cover when new members, or members who want to relocate to other units, will get a unit. The Member Selection and Unit Allocation By-law deals with those matters.

6.2

Change in

Household Size

- (a) The number of persons in a member's household may change. The member must give prompt written notice of any such change to the co-op office. If the household size has changed, the notice must give the names of the persons joining or leaving the household.

Members must agree to a credit check of any new person in their household. The new person must sign a consent if the co-op asks for it. Members and any new persons must also give the co-op any other reasonable information which the co-op asks for. Members must give the notice, consent and other information promptly.

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6. OCCUPANCY RIGHTS AND STANDARDS

(b) The maximum number of persons who can live in each unit type is as per the current municipal standards.

(c) The minimum number of persons who can live in each unit type is:

\$ one-bedroom 1 person

\$ two-bedroom 1 person

\$ three-bedroom 2 persons

\$ four-bedroom 3 persons.

These are the "Minimum Occupancy Standards".

(d) If a member's household does not meet these standards, the board will normally require the household to move to a unit of the proper size. If the co-op has an available unit of the proper size, the board will put the member at the top of the internal waiting list for that type of unit. The member may refuse a maximum of two units offered.

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6. OCCUPANCY RIGHTS AND STANDARDS

However, the board can decide not to require the household to move if:

§ the situation is temporary, or

§ the board decides that there are special circumstances that justify letting the household stay in the unit.

- (e) If the board is going to consider a resolution to require the member to move, it must give the member a minimum of ten days written notice of the meeting at which the board will discuss/decide the matter.
- (f) The member can attend and speak at the board meeting, or have a representative speak. The representative can be a lawyer or another person. The board must deliver its decision in writing to the member. The member cannot appeal the board's decision.
- (g) The board can evict the member if:
 - § the member does not accept any of the units offered, or

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6. OCCUPANCY RIGHTS AND STANDARDS

§ the board decides not to put the member on the internal waiting list because the size of the household is greater than the co-op's ability to house it.

The board must use the procedures stated in Article 9 of this By-law. However, the board can decide not to evict the member if:

§ the situation is temporary, or

§ the board decides that there are special circumstances that justify letting the household remain in the unit.

- (h) If the board decides to evict the member, the date of eviction must be at least ninety days after the board meeting that required the member to move. If the member was not put on the internal waiting list, the date of eviction must be at least ninety days after the board meeting that decided to evict the member. The board must use the procedures stated in Article 9 of this By-law.

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6. OCCUPANCY RIGHTS AND STANDARDS

6.3

Ability to Live

Independently

- (a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on the co-op, its members or employees. This is an essential requirement of living in the co-op.

The board can evict a member if it decides that the member cannot meet these conditions. However, this will not happen if:

§ the member makes arrangements that are acceptable to the board, and

§ the member signs and obeys a written agreement if the board requires it.

- (b) The board does not have to get medical or other expert advice when it passes any resolution under 6.3 of this By-law. It has the right to rely on the opinion and experience of the employees and members of the co-op. The board will consider any medical or other expert advice which the member offers.

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6. OCCUPANCY RIGHTS AND STANDARDS

- (c) The board must use the procedures stated in Article 9 of this By-law.

6.4

Sale of a Part of the Co-op

The board can decide to sell all or part of the co-op's housing units if the members pass a special resolution giving it the power to do so. The resolution should deal with the occupancy rights of the members living in these housing units. It can deal with the position of these members on the internal waiting list.

6.5

Government Takeover of Co-op Ownership

- (a) If a government body takes over ownership of the co-op by expropriation, members' occupancy rights against the co-op end on the date the takeover is final.
- (b) Members cannot profit from the takeover. Profit does not include any reasonable compensation from a government body for disturbance or moving expenses. Members must pay any other compensation to the co-op. The co-op has the right to take any necessary action to obtain that compensation. This includes the

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6. OCCUPANCY RIGHTS AND STANDARDS

right to sue members; and, with respect to the expropriation body, the right to sue or make any other claim in the name of the member.

6.6

- Damage by Fire, etc.
- (a) If there is major damage affecting a large number of units, the board will examine the situation and propose a solution. The membership will make the final decision in a members' meeting.
 - (b) If only one or a small number of units are damaged, the board will consult with the members living in the units to deal with the situation. If the members do not agree with the proposed solution, the membership will make the final decisions in a members' meeting. These decisions will have priority over the Unit Allocation By-law (for example, in questions about priority on a waiting list).

The board and members will consider questions such as the following:

§ Should the unit be repaired?

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6. OCCUPANCY RIGHTS AND STANDARDS

- § How quickly?
 - § When will the member(s) be required to move out?
 - § When will the member(s) be entitled to move back?
 - § Will there be any charges to the member(s) during the period?
 - § Are there any available units that the member(s) can occupy until their unit is repaired? Should there be any priority on the co-op's internal or external waiting list?
- (c) The co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage beyond those covered by the co-op's insurance for which the co-op receives proceeds.

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7. OCCUPANCY BY MEMBERS

Article 7:Occupancy by Members

7.1

Definitions

and Application

(a) In the co-op's by-laws, household means:

§ a member

§ any other members living in the unit

§ persons under eighteen living in the unit,
including children living in the unit part-time
under shared access or shared custody
arrangements

§ persons who have turned eighteen and continue
to live in the unit, including persons up to age
twenty-two who reside away part-time to attend
post-secondary educational institutions, and

§ any long-term guests approved by the board
under 7.5 of this By-law.

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7. OCCUPANCY BY MEMBERS

The co-op does not consider anyone else as part of a member's household. Other persons can stay in a member's unit only as casual guests, or as sub-occupants if permitted by this By-law. Members must not allow anyone other than the persons referred to above to use their unit.

(b) This By-law applies to a member unit. The co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Any leases, agreements or applicable laws govern the co-op's relations with them. Parts of this By-law apply to non-members living in a member unit.

(c) Occupants of a member unit who are not members have:

§ no greater right to occupy the unit than the members who occupy it, or any right to occupy it independent of the members

§ no right to occupy any other unit in the co-op, and

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7. OCCUPANCY BY MEMBERS

§ no right to a place on the co-op's internal waiting list.

7.2

Additions to Household Members may wish to add to their household someone over eighteen years of age who is not a member. That person must apply for membership in the co-op or for board approval as a long-term guest. That person can occupy the unit as a casual guest while waiting for the board to decide. If the board refuses to approve the application for membership, that person can occupy the unit only as a casual or long-term guest if permitted under 7.4 or 7.5 of this By-law.

7.3

Persons Eighteen

Years of Age

If a person who is part of a member's household turns eighteen, that person must apply for membership in the co-op or for board approval as a long-term guest. If he or she fails to apply for membership or for board approval as a long-term guest, then she or he will be considered a long-term guest and the board may cancel or change his or her long-term guest status at any time, as stated in 7.5.

.....

7. OCCUPANCY BY MEMBERS

7.4

Casual Guests

- (a) Members can have only a reasonable number of guests at any one time.
- (b) Members must have the board's permission to permit a guest to stay for more than two consecutive months for a single visit. Normally this would only be for up to one additional month. Members must have the board's permission to allow a guest to spend a total of more than three months in a unit for any number of visits during any twelve-month period. The board can choose the twelve-month period.
- (c) The board normally allows a single visit to last for three months. When the board gives permission for any visit it:
 - \$ sets the time limit for the visit
 - \$ can decide to include the income of the casual guest when calculating household income for a housing charge subsidy, and

.....

7. OCCUPANCY BY MEMBERS

§ can set reasonable conditions that must be met
by the member or by the guest.

7.5

Long-Term Guests

(a) The board can allow members to have a guest for an indefinite period. These guests are long-term guests in this By-law. Examples include:

§ family members who are part of a member's household

§ live-in employees

§ additions to the household who have been refused membership, and

§ others whom the member invites.

(b) Members and their guests must sign a long-term guest agreement, such as Schedule B of this By-law. The board can set reasonable conditions that must be met by the member or by the guest. Long-term guest agreements will be reviewed annually by the board.

.....

7. OCCUPANCY BY MEMBERS

- (c) The board can cancel long-term guest status or change the terms of the long-term guest status at any time.
The board must give written notice to the member and the guest of any meeting where their long-term guest agreement will be discussed. The board must give written notice to the member and the guest that it has ended long-term guest status after it has decided to do so. The board decides when the long-term guest status ends. There is no right of appeal.
- (d) The income of long-term guests is to be included in the household income when housing charge subsidy is calculated.

7.6

Principal Residence

All members must use their co-op units as their principal residence and personally occupy them. Members may not be absent from their unit for a total of more than one year in any five-year period without the permission of the board. The unit must remain their principal residence while they are absent. The board can choose the five-year period. Members will be considered absent from their units even if they visit them for short periods.

.....

7. OCCUPANCY BY MEMBERS

7.7

No Transfer of

Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.8

Sub- Occupancy

- (a) If members want to leave the co-op temporarily, they can allow someone to occupy their unit as a sub-occupant. The members and all sub-occupants must sign a Sub-Occupancy Agreement approved by the co-op, such as Schedule C of this By-law, before the sub-occupancy begins.
- (b) All units shall be sublet at the regular co-op housing charge. The sub-occupant must pay all housing charges directly to the co-op but the member remains liable for the housing charges should the sub-occupant fail to do so .
- (c) A sub-occupancy can only last six months. However, the board can allow a longer term but not longer than twelve months.

7.9

.....

7. OCCUPANCY BY MEMBERS

No Profit

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit.
- (b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the co-op.
- (c) The co-op can ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- (d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the housing charges).

7.10

.....

7. OCCUPANCY BY MEMBERS

- Co-op Employees
- (a) A permanent employee of the co-op cannot be a member of the co-op. If the board decides that the employee's duties make it necessary to live in the co-op, the employee will be a tenant of the co-op. The *Tenant Protection Act* applies to this tenancy.
 - (b) The board must make sure that there is a written agreement with the employee stating that the employee's tenancy ends at the same time that the employment ends.

7.11

Unit Leased to Attendant

- Services Agency
- (a) If a unit is available, the co-op will allow a service agency providing attendant services to members of the co-op with physical disabilities and who meet the service agency's eligibility criteria, to occupy and use a unit in the co-op as office space. The board shall designate this unit as a non-member unit in accordance with the *Act*. The board will ensure that there is a written operating agreement with the service agency setting out, among other things, the terms of the service agency's right to occupy and use the unit, and stating that the service agency's right to occupy and use the unit shall end at the same time that the operating agreement ends.

7.12

.....

7. OCCUPANCY BY MEMBERS

Persons in Units that

- Become Part of the Co-op**
- (a) Persons who occupy units which become part of the co-op can apply for membership if they have not already done so. If they do not apply, or are not accepted, they will be tenants of the co-op.
 - (b) The *Act* designates units which become part of the co-op as non-member units. If all of the occupants that are sixteen or older give written consent, the board, or a committee of at least two directors selected by the board, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.

7.13

- Death of a Member**
- (a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second full month after the death. The estate must remove all of the member's possessions by the end of the second full month after the death.
 - (b) Non-members living in the unit after a member's death can apply for membership. If they are accepted, the

.....

7. OCCUPANCY BY MEMBERS

board can allocate the unit to them without following the Member Selection and Unit Allocation By-law. If they do not apply for membership or their application is rejected, the board can evict them without using the procedures in Article 9.

.....

8. MEMBERS WHO END THEIR OCCUPANCY

Article 8:Members Who End Their Occupancy

8.1

Procedures

- (a) If members want to end their occupancy in the co-op, they must give at least sixty-five days' written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the board's consent. The board can refuse to allow members to withdraw the notice. Members cannot appeal the board's decision.
- (b) Members have full rights and obligations during the notice period. If members move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.
- (c) If the members give less notice than required, they must still move out by the date in their notice. The board may enforce the notice. However, the members are responsible for their on-going obligations until the date they should have used in their notice. If the co-op is able to allocate the unit to, and receive housing charges

.....

8. MEMBERS WHO END THEIR OCCUPANCY

from, someone else during this period, then the amount owing by the member will be reduced accordingly.

- (d) If the co-op needs to get possession of a unit of a member who has given notice, the board can follow the procedures stated in 171.14 of the *Act* or take any other action. It can do this before or after the day on which the member should leave. In this case, the board does not have to follow the procedures in Article 9 of this By-law.

8.2

Withdrawal

from Membership

A notice to end occupancy will also be considered a notice of withdrawal from membership. Any withdrawal from membership without ending occupancy will not be valid.

8.3

Vacant Unit

If a unit is vacant, the co-op can take possession. The member's occupancy rights end on the day that the co-op takes possession. It will be considered that the member has withdrawn from membership at the same time.

.....

8. MEMBERS WHO END THEIR OCCUPANCY

8.4

Members No Longer

Living in the Co-op

This section applies when a member ceases to live in the co-op as a principal residence, but other members of the co-op remain in the unit. It will be considered that the member has given notice to withdraw from membership on the first day the member no longer lives in the unit. The member's occupancy rights also end on that day. The member is still responsible for all obligations to the co-op up to the date the member ceases to live in the unit.

9. THE CO-OP EVICTS A MEMBER

Article 9: The Co-op Evicts A Member

9.1

Terms Used

in This By-law

The *Act* uses the terms "terminating membership and occupancy rights" when referring to members, and "terminating occupancy rights" when referring to non-members. In this By-law these acts of the co-op are referred to as "evict the member" or "eviction". A copy of the rules in the *Act* that apply to ending the membership and occupancy rights of a member are contained in Schedule I.

9.2

When the Co-op

Can Evict a Member

- (a) The board can evict a member if the member:
 - i. owes housing charges to the co-op at the time of the board meeting
 - ii. has been repeatedly late in paying housing charges

.....

9. THE CO-OP EVICTS A MEMBER

- iii. has broken the by-laws in a way the board considers serious, or
- iv. has repeatedly broken the by-laws in a way the board considers serious, even if the member has corrected the situation when given notice.

The board can also evict a member if someone the member is responsible for, under the by-laws, has done any of the above.

- (b) The board can evict a member under 6.2, 6.3, or a resolution referred to in 6.4 and a decision on membership referred to in 6.6 of this By-law.

9.3

How the Co-op

- | | |
|--------------------|--|
| Can Evict a Member | (a) The board must pass a resolution by majority vote to evict a member. |
|--------------------|--|

.....

9. THE CO-OP EVICTS A MEMBER

The board can base its resolution on the model in Schedule E of this By-law.

- (b) Before passing a resolution to end membership and occupancy rights, the board must give written notice to the member of a meeting held to consider the eviction of the member. This notice must be given to the member at least ten days before the meeting.

The notice must be signed by a director or the co-ordinator.

- (c) The notice must state:
 - i. the time and place of the board meeting. It may also state a time when the board will discuss the member's membership and occupancy rights during that meeting.
 - ii. the reasons for the proposed eviction
 - iii. the member's unit

.....

9. THE CO-OP EVICTS A MEMBER

- iv. the proposed eviction date, and
 - v. the fact that the member need not vacate the unit, but that the co-op may obtain a writ of possession after it ends the member's membership and occupancy rights.
- (d) The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- (e) The eviction date to be inserted in the notice will be the following number of days after the board meeting:
 - i. ten days if the member owes charges to the co-op
 - ii. one day in the case of domestic violence
 - iii. sixty days if the member is unable to live independently, as in 6.3 of this By-law

.....

9. THE CO-OP EVICTS A MEMBER

- iv. ninety days if the member's household size breaks the co-op's occupancy standards and the co-op does not have an available unit of appropriate size
- v. sixty days at the board's discretion for all other reasons.

The board can decide that the eviction will be later than the date given in the notice.

- (f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the board's decision to the members.

The notice must contain the information in the model notice in Schedule D of this By-law.

- (g) If the board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within five days of the meeting.

.....

9. THE CO-OP EVICTS A MEMBER

The notice must be signed by a director or the co-ordinator.

The decision may be in the form attached as Schedule E of this By-law.

The eviction notice may be in the form attached as Schedule F of this By-law.

9.4

Right of Appeal

- (a) A member can appeal the board's decision. If the member appeals the decision is not effective until the appeal is decided or dropped.
- (b) A member who wants to appeal must give a written notice of appeal to the co-op office within seven days of the date on which the eviction notice was given.
- (c) When the co-op receives a member's notice of appeal the co-op must:
 - i. call a meeting of the members, giving proper notice, or

.....

9. THE CO-OP EVICTS A MEMBER

- ii. put the matter on the agenda for another members' meeting.

However, there must be at least fourteen days between the date the notice of appeal is received and the members' meeting to discuss the appeal.

- (d) Everyone who receives notice of the members' meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the *Act*.
- (e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- (f) The meeting can confirm the board's decision, or replace it with any other decision which the board could have made.
- (g) The board's decision is confirmed if:

.....

9. THE CO-OP EVICTS A MEMBER

- i. the meeting does not pass a resolution to change the decision, or
 - ii. a quorum is not present at the meeting or at the time of the vote.
- (h) If the appeal is unsuccessful, the member will be evicted seven days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.

9.5

Legal Action

- (a) The board can decide to take legal action as a result of decisions under previous sections.

The board does not have to wait until the eviction date to start legal action.

- (b) The board can choose someone to deal with legal actions for the co-op. It can do this either by making it part of that person's job description or by a resolution. This person can:

.....

9. THE CO-OP EVICTS A MEMBER

- i. give all necessary instructions to the co-op's lawyers, and
- ii. make a settlement or other agreement after consulting with the co-op's lawyers.

For example, there could be a performance agreement or similar agreement worked out. The board can limit the person's authority by a board resolution.

9.6

Performance Agreements (a) The co-op can sign a performance agreement with the member. When a member and the co-op sign a performance agreement, any outstanding resolution evicting the member is cancelled, unless the performance agreement suspends the resolution instead. If the resolution is suspended, the performance agreement will set out how and when the co-op may act on the resolution. This will include:

- i. what the member must do to break the agreement before the co-op can act on the resolution;

.....

9. THE CO-OP EVICTS A MEMBER

- ii. what the co-op must do before it can act on the eviction resolution, including what notice must be given to the member.
- (b) The performance agreement may state how the member will:
 - i. carry out obligations in the future
 - ii. correct any past problem
 - iii. compensate the co-op for any losses, and
 - iv. set out what the co-op may do if the member breaks the agreement, including acting on any eviction decision that has been suspended.

The board must authorize every performance agreement except under 9.5 (b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

- (c) The board can use the Performance Agreements in Schedules G and H of this By-law.

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9. THE CO-OP EVICTS A MEMBER

- (d) If the member breaks the performance agreement, the co-op can act on any suspended eviction decision if it follows the requirements of the performance agreement.

If there is no suspended resolution, then the board must start the procedure to evict the member again. In that case, breaking the performance agreement does not itself give the co-op the right to evict the member.

However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members or a judge.

- (e) When signing a performance agreement, the board can decide that a resolution of eviction will not be effective if the member:

- i. pays the amounts owed, or
- ii. carries out any acts that the board states in the resolution within the time period stated in the resolution.

9.7

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9. THE CO-OP EVICTS A MEMBER

Non-Members

in a Member Unit

In dealing with non-members who are occupying a member unit, the co-op may take any procedure permitted by law as long as it does not break this By-law.

.....

10. MISCELLANEOUS

Article 10: Miscellaneous

10.1

Personal Information

of a Member

- (a) If members appeal a board decision, or bring up a discussion at a members' meeting involving personal information about themselves, the board can disclose other relevant personal information about the members.
- (b) If members appeal a board decision about another member, or bring up a discussion at a members' meeting involving personal information about another member, they must get the other member's written approval first. Then the board can allow members to discuss that personal information about the other person concerned and the board can disclose relevant personal information about the member concerned. If that person does not give approval, the discussion is out of order.

10.2

References to

.....

10. MISCELLANEOUS

Other By-laws

Some terms in this By-law contain references to other by-laws of the co-op. If those other by-laws have not been passed by the co-op, the board will decide any matters which would have been included in any by-law.

10.3

Serving Documents

When the co-op serves documents to members in connection with an eviction, it must follow this procedure:

§ a separate notice will be given to each member being evicted, and to any member who has left the unit

§ if a member is absent or evading notice, the notice can be given by :

< handing it to any apparently adult person at the unit,

< posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or

.....

10. MISCELLANEOUS

- < sending it by registered mail to the person at the unit.

10.4

Errors or Omissions in

Procedures or Notices

A minor error or omission in any action taken or notice given will not affect any decision made by the board and/or members. A member can accept any minor defect in the co-op's procedures. The member can do this in writing, orally or by not objecting at the appropriate time.

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OCCUPANCY BY-LAW

CERTIFIED to be a true copy of By-law No. 6 of Windward Co-operative Homes Incorporated, passed by the board of directors at a meeting held on the 22 nd day of February, 2006 and confirmed by a two-thirds majority vote at a meeting of members held on the 27 th day of April, 2006.

Secretary c/s

.....

OCCUPANCY BY-LAW

Schedules

and

Appendices

to the

By-law

Schedules and Appendices to the By-law

Schedule A	Occupancy Agreement	43
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OCCUPANCY BY-LAW

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Schedule A Occupancy Agreement

Use Co-op letterhead

If you are receiving housing charge assistance, "Terms of the Member's Housing Charge Subsidy, Appendix 3" is part of this agreement.

**List each
Member in the
Member Unit:**

Please print or type. Add additional pages if necessary.

1. _____

2. _____

3. _____

4. _____

**Address of
Member Unit:**

Unit # & Street: _____

City: _____

**Date of
Occupancy:**

**Membership
Terms:**

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the board and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws, including the schedules and appendices, have priority.

Member 1: _____ Date: _____

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions regarding this Agreement and to have them answered.

**Signature(s) of
Member(s):**

Member 2: _____ Date: _____

Member 3: _____ Date: _____

Member 4: _____ Date: _____

**Signature for
the Co-op:**

Co-op _____

by: _____ Date: _____

Schedule A - Appendix 1 Charges to the Member(s)

Use Co-op letterhead

These figures may change from time to time.

Please print or type. Add additional pages if necessary.

**List each
Member in the
Member Unit:**

1.

2.

3.

4.

**Address of
Member Unit:**

Unit # & Street:

City:

Monthly Charges as of _____, 20 ____.

Unit Housing Charge

Unit

Housing Charge Assistance

Housing

Monthly
Charge +

Locker

Charge

	r	+
	g	
	e	
ing Charge	Park	<input type="text"/>
	+	
our Total Housing Charge is:	Y	<input type="text"/>
<input type="text"/>		
Member Deposit:		

**Signature(s) of
Member(s):**

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Schedule A - Appendix 2 Member's Household

Use Co-op letterhead

Please print or type. Add additional pages if necessary.

**Address of
Member Unit:**

**List each
person in the
household:**

I/We agree to give prompt written notice of any change in my/our household size or the persons who make up my/our household. This includes any long-term guests and sub-occupants.

4.

**Signature(s)
) of
Member(s):**

Member 1:	Date:
-----------	-------

Member 2:	Date:
-----------	-------

Member 3:	Date:
-----------	-------

Member 4:	Date:
-----------	-------

Schedule A - Appendix 3

Terms of the Member's Housing Charge Subsidy

Use Co-op letterhead

1. The co-op members decide on the housing charge as stated in the Occupancy By-law. The co-op will reduce the member's housing charge by the amount of the subsidy that the member is entitled to. This amount is determined under the Housing Charge Subsidy By-law or in a decision of the co-op. The Housing Charge Subsidy By-law has priority.
2. Once a year the member will have to update the record of all persons in the member's household and their incomes. The member will have to give proof of current household income and the income for the previous year. The member must include the income of any casual or long-term guests if the board asks for it.
3. The member must report the following changes to the co-op within 30 days after they happen:
 - (a) an increase of more than \$200 per month in the member's adjusted household income
 - (b) an increase in the member's shelter or housing cost allowance if the member receives Social Assistance, or
 - (c) a change in the source of the member's income from Social Assistance to employment income.
4. The co-op will investigate the member's financial situation when it decides on the member's subsidy. The member must give the co-op any relevant information it needs for this investigation. This includes the member's household income, size or any other relevant information. The member must make sure that all persons in the member's household also give all necessary information to the co-op.
5. The member agrees that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. The member must have all persons in the member's household sign an authorization for a credit check.
6. The board can end the member's right to a subsidy if the member or anyone in the member's household does not give any relevant information that the co-op asks for. The member's subsidy ends if the member or anyone in the member's household breaks any term of the Housing Charge Subsidy By-law.
7. All personal information that the co-op receives during its investigation must be kept confidential.
8. The member's subsidy ends when the member has not occupied a unit in the co-op for more than six weeks. The board may decide to extend this period up to a maximum of twelve weeks. This applies whether or not the absence is permitted under this By-law. If the member does not occupy a unit for a longer period, the member can apply to have the subsidy re-instated, beginning on the date of their re-occupancy.
9. The member must pay back all or part of the member's subsidy if the member
 - \$ gives false information about household income
 - \$ fails to report an increase in household income, or
 - \$ receives, through any other error or omission by the member, a larger subsidy than the member is entitled to.

The member will also have to pay interest on the subsidy paid back. The interest will be calculated from the date on which the member received the subsidy. The member is still responsible for paying back this subsidy even after the member's occupancy or co-op membership ends.

By signing this Appendix, the member agrees that the Housing Charge Subsidy By-law, and the terms above, apply to the member.

**Signature(s) of
Member(s):**

Member 1:	Date:
-----------	-------

Member 2:	Date:
-----------	-------

Member 3:	Date:
-----------	-------

Member 4:	Date:
-----------	-------

Schedule B Long-Term Guest Agreement

Use Co-op letterhead

Please print or type. Add additional pages if necessary.

**List each
Member in the
Member Unit:**

1.

2.

3.

4.

**Long-Term
Guest:**

1.

2.

3.

4.

**Address of
Member Unit:**

Unit # & Street:

City:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household.

2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
5. The long-term guest must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the Landlord and Tenant Act does not apply.
7. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

**Signature(s) of
Long-Term
Guest(s):**

Long-Term Guest 1.	Date:
Long-Term Guest 2.	Date:
Long-Term Guest 3.	Date:
Long-Term Guest 4.	Date:

**Signature(s) of
Member(s):**

Member 1.	Date:
Member 2.	Date:
Member 3.	Date:
Member 4.	Date:

**Signature for
the Co-op:**

Co-op	
by:	Date:

Schedule C Sub-Occupancy Agreement

Use Co-op letterhead

Please print or type. Add additional pages if necessary.

**List each
Member in the
Member Unit:**

1.

2.

3.

4.

**List each Sub-
occupant:**

1.

2.

3.

4.

**Address of
Member Unit:**

Unit # & Street:

City:

**Date of
Sub-
Occupancy:**

If the time period of the sub-occupancy has not been agreed to, you should substitute this paragraph.

1. The co-op agrees that the sub-occupant can live in the member's unit from _____, 20____ to _____, 20____. The sub-occupant agrees to leave the member's unit at the end of the time period above. The sub-occupant must have written permission from the co-op and the member to stay longer.
1. The co-op agrees that the sub-occupant can live in the member's unit on a monthly basis starting _____, 20____. The member or the sub-occupant can end this agreement on sixty-five days' notice. The notice period must end on the last day of a month.
2. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
3. 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 monthly housing charge is \$_____ and must be paid directly to the co-op. The monthly housing charge may change during the sub-occupancy.
4. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.
5. 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.
6. 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.
7. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the Tenant Protection Act does not apply.
8. The sub-occupant agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Signature(s) of
Member(s):

Member 1:	Date:
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Member 2:	Date:
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Member 3:	Date:
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Member 4:	Date:
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Signature(s) of
Sub-Occupant(s):

Sub-Occupant 1:	Date:
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Sub-Occupant 2:	Date:
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Sub-Occupant 3:	Date:
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Sub-Occupant 4:	Date:
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Signature for the
Co-op:

Co-op

by:	Date:
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Schedule D Notice to Appear

**Use Co-op
letterhead**

Please print or type. Add additional pages if necessary.

To Members:

**List each
Member in the
Member Unit:**

1.

2.

3.

4.

**Address of
Member Unit:**

Unit # & Street:

City:

The board of directors is going to consider ending your membership and occupancy rights at a board meeting.

Fill in the date of the meeting; the room or location, the street address and the municipality; the start time and the time the member should arrive. If the member has to arrive at the beginning of the meeting, put a line through the words "but you do not have to arrive before _____ p.m."

This meeting will be on _____, 20____, in the _____ at _____, _____, Ontario. The board meeting will start at _____ p.m., but you do not have to arrive before _____ p.m.

Earliest possible date, based on meeting date and by-laws.

The proposed date for ending your membership and occupancy rights is _____, 20____. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You may appeal the board decision to a general meeting of the members.

You do not have to vacate your unit, but the Co-operative may obtain a Writ of Possession (eviction order) from a court after your membership and occupancy rights are ended. If you do not vacate your unit, the Co-operative will also seek a court order that you pay its legal costs.

The Grounds for ending your membership and occupancy rights are:

Check one or both (if appropriate). Fill in the amount and date. Fill in the paragraph of the by-law and its name and number.

Arrears:

☐ 1. You owe the co-op \$_____ of housing charges as of _____, 20____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

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e repeatedly paid your monthly housing charges late. This is contrary
to paragraph _____ of the _____ By-law (By-law No.
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etails:

Signature for the Co-op:

by:	Date:
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**Schedule E
Board of Directors
Eviction Decision**

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Please print or type. Add additional pages if necessary.

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he by-law and its name and number.

1. The Co-operative gave the member(s) a Notice to Appear as required by paragraph _____ of the _____ By-law

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2. The member(s) (attended/did not attend) the board meeting. A representative of the member(s) (attended/did not attend) the board meeting.

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3. This decision was made by a majority of the directors at a proper meeting.

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ate, which cannot be any sooner than the proposed date in the Notice to Appear.

The occupancy rights of the member(s) in the above unit are ended on _____, 20_____. The membership of the member(s) in the Co-operative is ended on the above date.



3:

Fill in the amount and date. Fill in the paragraph of the by-law and its name and number.

1. The member(s) owe(s) the co-op \$_____ of housing charges as of _____, 20_____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

Fill in the paragraph

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the by-law and its name and number.

2. The ☐ has/have repeatedly paid monthly housing charges late. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).
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Other:

Repeat for each additional reason.

Paragraph(s) that the member has broken. Paragraph that provides for eviction. Describe the details of what the member did wrong, including dates if appropriate.

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ditions the member can meet to stop the eviction. Fill in "The membership and occupancy rights of the member will not end if" and the condition such as signing a Performance Agreement or making payments at certain times.

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rther Decision:

Co-op

by: Date:

Insert full name of Co-op and date of board meeting.

Resolution of the board of directors of _____, passed _____, 20____ at a proper meeting, which resolution is still in effect and has not been amended.

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Schedule F
Notice of Board of Directors Eviction
Decision

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**Please print or type. Add
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To Members:

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*meeting and the date the member is to
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*Attach a copy of the Board Eviction Decision
to this Notice.*

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oard of directors was held on
_____, 20____.
You were given a Notice to Appear to
be considered at that meeting. The
board of directors decided to end
your occupancy rights in the above
unit on _____,
20____, and decided to end your
membership in the
Co-operative on that date. (See the
attached Board of Directors Eviction
Decision.)

Leave your unit by
_____, 20____.
If you do not, the Co-operative will
start a court proceeding against you.

*ur by-laws allow for an appeal, fill in the
paragraph of the by-law and its name and
number; otherwise, leave it blank.*

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w you may appeal this decision see
paragraph _____ of the
_____ By-law (By-law
No. _____) and section 171.8 of the
Co-operative Corporations Act (as
amended by Bill 166).

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Schedule G
Performance Agreement
Arrears and Late Payment

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*ly if the board of directors has decided to
 end membership and occupancy rights.*

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f directors decided to end your
membership and occupancy rights at
a meeting on _____, 20____.

You agree that the following is true:

Fill in one of these.

1. You owe the co-op \$_____ of housing charges as of _____, 20____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

2. You have repeatedly paid your monthly housing charges late. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

Any outstanding resolution to evict you is suspended. The co-op agrees not to end your membership and occupancy rights as long as you do the following:

Change and/or add to this list depending on the payment terms.

1. You agree to pay your entire debt on the following schedule:

- (a) \$_____ when you sign this Agreement.
- (b) \$_____ on or before _____, 20____.
- (c) \$_____ a month from then on.

In addition, you will be responsible for paying interest as stated in the co-op's by-laws.

- 2. You agree to pay your monthly housing charges on or before the first day of each month from the date this agreement is signed.
- 3. You agree to make the above payments by certified cheque or money order. You agree to make these payments to the co-op office by 9 a.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, you can make the payment on the next business day.
- 4. You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.
- 5. You must meet all the deadlines in this Agreement. You must not miss any of them unless

you have authorization from the co-op.

6. You agree that if you do not comply with all of the terms of this Agreement the co-op may upon 7days written notice to you, resume action on the resolution to end your membership and occupancy rights.

**Signature(s) of
Member(s):**

Member 1: _____ Date: _____

Member 2: _____ Date: _____

Member 3: _____ Date: _____

Member 4: _____ Date: _____

**Signature for
the Co-op:**

Co-op _____

by: _____ Date: _____

Schedule H Performance Agreement

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f directors decided to end your
membership and occupancy rights at
a meeting on
_____, 20_____.

You agree that the following is true:
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tanding resolution to evict you is
suspended. The co-op agrees not to
end your membership and occupancy
rights as long as you agree that for
_____ months you:

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Signature for the Co-op:

By-op	Date:
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Schedule I

Rules that apply to ending the membership and occupancy rights of a member of a non-profit housing co-operative.

(An extract from the *Co-operative Corporations Act*.)

171.8

Procedure for terminating membership, etc.

- (2) The following rules apply:
1. Membership and occupancy rights may be terminated only by a majority of the board of directors at a meeting of the board.
 2. Membership and occupancy rights may be terminated only if the member ceases to occupy a member unit or on a ground set out in the by-laws. Membership and occupancy rights may not be terminated on a ground in the by-laws that is unreasonable or arbitrary.
 3. The member shall be given written notice that the board of directors will consider terminating the member's membership and occupancy rights. The notice must be given at least ten days before the meeting of the board of directors at which the matter will be considered.
 4. The notice must be signed by a director of the co-operative or by any other person authorized by the by-laws for the purpose and must,
 - i. set out the time and place of the board's meeting,
 - ii. set out the grounds for the proposed termination,
 - iii. identify the member unit to which the member has occupancy rights,
 - iv. specify the date of the proposed termination,
 - v. advise the member that he or she need not vacate the member unit but that the co-operative may obtain possession of the unit by obtaining a writ of possession following the termination of the member's membership and occupancy rights,
 - vi. advise the member he or she may appear and make submissions at the board's meeting, and
 - vii. advise the member that he or she may appeal the board's decision to the members.
 5. If a meeting is adjourned no new notice is required if the time and place of the continuation of the meeting is announced at the original meeting.
 6. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the board of directors.
 7. In a decision to terminate the member's membership and occupancy rights, the board of directors may specify a date for the termination that

is later than the proposed date that was specified in the notice to the member.

8. The member shall be given written notice of the decision of the board of directors within five days after the board's meeting. The notice must be signed either by the secretary of the co-operative or by a person authorized by the by-laws for the purpose.
9. The member may appeal the board's decision to the members. The effect of the decision is suspended until the appeal is disposed of or abandoned.
10. To appeal, a member must give written notice to the co-operative within seven days, or such longer period as the by-laws provide, after the notice of the board's decision has been given to the member under paragraph 8.
11. The appeal shall be considered at a meeting of the members held at least fourteen days after the notice to appeal is received.
12. If the co-operative receives written representations with the member's notice of appeal, the board of directors shall, subject to subsection (4), ensure that a copy of the representations is given, before the meeting at which the appeal will be considered, to each member entitled to receive notice of the meeting. The distribution of the representations shall be at the co-operative's expense. This paragraph does not apply if the representations exceed 5,000 words.
13. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the members.
14. The appeal shall be decided by a majority vote of the members and the members may confirm, vary or set aside the board's decision. If no decision is made by the members or if there is no quorum at the meeting or if there is no longer a quorum when the vote is to be taken, the board's decision shall be deemed to have been confirmed.

Idem

- (3) Subject to the rules in subsection (2), the board of directors may by by-law determine procedures for the termination of the membership and occupancy rights of members but the procedures must be procedurally fair.

Refusal to distribute

- (4) The board of directors is not bound under paragraph 12 of subsection (2) with respect to a member's representations if it clearly appears that the right of the member to have his or her representations distributed is being abused to secure needless publicity for matters that,
 - (a) are not related to the appeal; and
 - (b) are not related, in a significant way, to the business or affairs of the co-operative.

Notice of refusal

- (5) If the board of directors refuses to distribute copies of a member's representations, the board shall ensure that written notice of its refusal together with written reasons for it are given to the member within ten days after the representations were received by the co-operative.

Application to court

(6) Upon application by a member whose representations the co-operative has refused to distribute, the Ontario Court (General Division) may restrain the holding of the meeting at which the appeal will be considered and may make any further order it thinks fit.

Advance determination

(7) The board of directors or any other person aggrieved by the member's representations may apply to the Ontario Court (General Division) for an order permitting the board of directors to refuse to distribute the representations and the court, if it is satisfied that subsection (4) applies, may make any such order it thinks fit.

Liability for representations

(8) If copies of a member's representations are distributed under paragraph 12 of subsection (2), the co-operative, the directors, officers and employees of the co-operative and persons acting on behalf of the co-operative, other than the member who makes the representations, do not incur any liability only by reason of distributing copies of the representations.