

Shamrock Co-operative Homes Inc.

By-law No. [2]

OCCUPANCY BY-LAW

**A BY-LAW ABOUT THE RIGHTS AND OBLIGATIONS OF SHAMROCK
CO-OPERATIVE HOMES INC. AND ITS MEMBERS**

Passed by the Board of Directors on *March 13, 2017*

To be confirmed by the members on *April 30, 2017*

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Schedules and Attachments **I**

Schedule A: Occupancy Agreement **3 Pages**

Schedule B: Notice to Appear **2 Pages**

Schedule C: Board of Directors' Eviction Decision **2 Pages**

Schedule D: Notice of Eviction Decision **1 Page**

Schedule E: Performance Agreement **3 Pages**

Schedule F: Long Term Guest Agreement **3 Pages**

Attachment A: Summary of Time Requirements and Examples **4 Pages**

Article 1: ABOUT THIS BY-LAW

1.1 Introduction

This By-law states the basic rules for the co-op to provide housing for its members and the basic rights and obligations of the co-op and the members.

1.2 Priority of this By-law

(a) Conflict with other by-laws

This By-law governs over other co-op by-laws if there is a conflict. By-laws passed after this By-law can amend or add to this By-law, but they have to specifically state this.

(b) References to other by-laws

Some parts of this By-law refer to other co-op by-laws. If the co-op does not have the by-law referred to, the Board of Directors will decide on anything which would have been in the by-law. This does not apply if the co-op has the by-law, but just uses a different name for it.

(c) No unauthorized commitments

No one can commit to anything dealing with occupancy rights on behalf of the co-op unless authorized under this By-law. Any unauthorized commitment is not effective.

1.3 Repeals

The following bylaws, or parts of by-laws, are repealed when this by-law becomes effective:

- (a) The Occupancy By-law (By-law No. 2.)
- (b) The Subsidy By-law (By-law No.3.)
- (c) The Organizational By-law (By-law No.1.)

1.4 Laws about Occupancy

(a) Main laws

In addition to this By-law certain laws affect occupancy at the co-op. These include the following laws in addition to other government requirements.

- A. The *Co-operative Corporations Act* governs the co-op. Parts of the *Co-operative Corporations Act* have important rules about occupancy that are not in this By-law.
- B. The *Residential Tenancies Act* has rules about co-op evictions that are not in this By-law.
- C. The Ontario *Human Rights Code* has important rules about housing that affect the co-op.
- D. If the co-op received funding under an Ontario government program, it may have to follow rules about occupancy under the *Housing Services Act*. The co-op's service manager may also have rules about occupancy.

(b) Changing by-laws

If any part of this By-law breaks any laws, the Board of Directors will pass by-law amendments to correct the situation and submit them to the membership for approval. This could happen if there are changes in the laws or new interpretations.

1.5 Occupancy Agreement

(a) Standard form

The Occupancy Agreement, Schedule A, is part of this By-law. All members must sign it when their membership in the co-op begins. The Occupancy Agreement includes Appendixes that have to be signed at the same time or later.

- **Appendix A: Occupancy Agreement.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Housing Charge Subsidy Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will receive housing charge subsidy. If the member gets housing charge subsidy at a later time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendixes A and B have to be signed at the same time.

(b) Who signs

The Occupancy Agreement must be signed by all co-op members who will occupy the unit.

The Appendixes must be signed by all members and any non-member occupants 16 years old or older.

(c) Government requirements

To meet government requirements, the Appendixes to the Occupancy Agreement can be changed by the Board of Directors without amending this By-law.

(d) Occupancy Agreement applies

The co-op and the members must obey this By-law, including the Occupancy Agreement and Appendixes, even if a particular member has not signed an Occupancy Agreement or Appendix or has signed an older version of the Occupancy Agreement or Appendix.

(e) Special requirements

Some by-laws and agreements only apply to certain members. Both the co-op and those members must obey them. Examples are performance agreements and by-laws dealing with housing charge subsidy.

1.6 Special Meanings

- (a) **Business day**
A “business day” in this By-law means any day that is not a Saturday, Sunday or public holiday.
- (b) **Eviction**
The Co-operative Corporations Act and the Residential Tenancies Act, use words like “terminating membership and occupancy rights” or “terminating occupancy rights.” In this By-law these are also referred to using words like “evicting the member” or “eviction.”
- (c) **Government requirements**
“Government requirements” means the laws, regulations or agreements with government bodies that apply to co-ops. This includes the ones stated in section 1.4 (Laws about Occupancy).
- (d) **Housing charge subsidy**
“Housing charge subsidy” in this By-law means geared-to-income subsidy, or any other subsidy for housing charges, or any income-based or similar reduction in housing charges.
- (e) **Housing charges**
In this By-law “housing charges” means all charges that the co-op makes to members or that members owe the co-op.
- “Full monthly housing charges” means the housing charges calculated monthly before deducting or crediting any housing charge subsidy.
 - “Subsidized monthly housing charges” means the full monthly housing charges after deducting or crediting any housing charge subsidy.
- (f) **Legal action**
A “legal action” under this By-law includes an application to the Landlord and Tenant Board or to the courts.
- (g) **Manager**
In the By-law the co-op “manager” refers to the senior staff person. That person could have a different job title. Also, in some cases the Board of Directors or manager may authorize other staff members to perform some of the manager’s duties mentioned in this By-law.
- (h) **Performance agreement**
A “performance agreement” includes an arrears payment agreement.
- (i) **Staff**
“Staff” refers to employees of the co-op and to property management companies and other contractors and their employees.

(j) Year

When this By-law refers to a “year”, it means a consecutive twelve-month period. This is not necessarily a calendar year. The co-op decides what twelve-month period to use in each case.

(k) Member in good standing

"Being a member in good standing" means meeting all financial and member obligation, as described in the Co-op's By-laws, Policies, and any agreement between the Co-op and a member.

1.7 Summary of Time Requirements

Attachment A at the end of this By-law is a summary of the time requirements for some actions by the co-op as required under this By-law and the Co-operative Corporations Act. In case of conflict the Co-operative Corporations Act and the By-law will govern over Attachment A.

Article 2: MEMBERS' RIGHTS

2.1 Use of a Unit and the Co-op's Facilities

The co-op gives members the right to:

- live in their housing unit
- use their parking space if any,
- use the co-op's common facilities, and
- be involved in the governance of the co-op.

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

2.2 Other Rights of Members

Members are entitled to be treated fairly and equally with all other members under the terms and conditions of the Occupancy Agreement (Schedule A) and any all other bylaws, policies, rules and regulations as may be adopted or amended by the Co-op from time to time.

Article 3: MEMBERS' CONTRIBUTIONS

3.1 Housing Charges

(a) Monthly housing charges

Each member must pay housing charges to the co-op. Monthly housing charges are made up of:

- the full monthly housing charges for the member's unit, less any housing charge subsidy
- parking charges, if applicable
- other monthly charges that members must pay under any of the co-op by-laws
- sector support of \$5.00 per unit.

(b) Other housing charges

Each member must pay additional housing charges, if applicable. These include:

- the membership fee of \$15.00 per member (once only)
- late payment charges
- bank or financial institution charge for NSF cheques or failed payments
- NSF administration or failed payment charges
- other charges that members must pay under any of the co-op's by-laws.

(c) Not included in housing charges

Housing charges do not include the following costs to a member:

- electricity for a unit
- utilities for a unit (other than electricity)
- cable television charges
- telephone for a unit
- insurance on the member's personal property
- the member's personal liability insurance.
- water heater rental

If the co-op has to pay for any of these, the cost will be added to the member's housing charges.

(d) All charges are housing charges

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

3.2 Member Involvement

Members must attend all general members' meetings. In addition to attending General Members Meetings, each members shall participate in Co-op actives and operations, including but not limited to serving on the Board of Directors, being an active member of a committee or other areas of Co-operations. This participation is compulsory. Members are encouraged to participate as often as possible, based on the member's ability. (see participation policy)

3.3 Payment of Housing Charges

(a) Time of payment

Housing charges are due on or before the last day of each month payable on the first of the following month.

(b) No cash payments

Housing charges cannot be paid in cash.

(c) Other ways to pay

Members can pay each month by debit card at the co-op office, if debit card is available at the co-op.

Members who do not pay in any of the ways stated above have to pay by monthly cheque or money order. These have to be delivered to the co-op office. If no one is in the office, they can be put into the co-op office mail box.

3.4 Other Charges

Members are responsible for and must pay the co-op for any extra costs, charges or expenses caused by:

- any member of their household, or
- anyone permitted on co-op property by the co-op member or another member of their household.

This applies even if no co-op by-law has been broken. Examples include debt collection charges and the cost of repairs.

The co-op has the right to recover solicitor and client costs, as settled by the co-op (the actual legal fees and costs) of any legal action that the co-op takes to recover money owed to it or enforce its rights under the by-law.

3.5 Member Deposit

(a) Paying the member deposit

Members must pay a member deposit to the co-op. This member deposit cannot be used as the last month's housing charges. Members must pay this member deposit before moving into their unit, unless the co-op allows them to pay it over time. This could be over several months. This must be stated in a member loan payment agreement prepared by the General Manager and signed by the member and the co-op.

(b) Amount of the member deposit

Members must pay a member deposit equal to the monthly market housing charge. This may be paid all at once, or in a predetermined payment plan.

(c) **Adjusting the member deposit**

When there is a change in the monthly market housing charge, the co-op adjusts the amount of the member deposit. The members' meeting discussing the budget can decide differently. If the member deposit increases, members must pay the extra amount on the date decided by the co-op. If it decreases, a meeting of the members will determine if the difference will be credited on future charges.

(d) **Returning the member deposit**

The co-op will return the member deposit when the member and the member's household leave the co-op permanently. Before returning the member deposit, the co-op can deduct any amount which the member owes because:

- the member did not give enough notice (60 days)
- the unit was not left in the condition required under the co-op by-laws, policies (Members Move Out Responsibilities) and or rules and regulations (ie. Unit Care Policy)
- the member owes money to the co-op, or
- the member did not pay their last month's housing charges.

(e) **Interest on the member deposit**

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

3.6 Housing Charges Are Per-Unit

Housing charges and member deposits are payable on a per-unit basis. If more than one member occupies a unit, they are each responsible for the total housing charges—not just a share of them. It does not matter if they are members of the same family or what arrangement they have between them. They must make one single monthly payment to the co-op.

If any person moves out of the unit, the remaining members in that unit are still responsible for all the charges which apply to the unit.

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
- one of the members in the unit must collect the payments and make one single monthly payment to the co-op, unless agreed upon by the Board and
- they are each responsible for the full charges

3.7 Housing Charge Subsidy

Members who have a housing charge subsidy owe the co-op the full housing charges less the subsidy. If the housing charge subsidy funds are provided by government or other funders and the co-op does not receive the subsidy funds, the members must pay the full housing charges. It does not matter why the funds were not received. It could be because a member was not entitled to the housing charge subsidy, or the funder changed its policies, or for any other reason. The Member will be notified within ten (10) days of the change. Government requirements may state a time period.

3.8 Participation

(a) General Members Meetings

- I. All members shall attend all General Members Meetings, unless prevented by illness, duties of their employment or other reasons beyond their control, or unless excused in writing by the Board.
- II. Failure to attend two (2) consecutive General Members Meeting will result in you being a member not in good standing.

(b) Operations of the Co-op

- I. All members must make a positive contribution in the time and effort towards the operation of the co-op, unless excused in writing by the Board as per the Members Participation Policy.
- II. This contribution may be in the form of serving on the Board or a committee, performing specific tasks beyond those relating to member's units as required in 5.1 Maintenance and Repair.
- III. Failure to make a positive contribution of time and effort towards the operations of the co-op will result in you being a member not in good standing.

Article 4: SETTING HOUSING CHARGES

4.1 The Members Set the Full Monthly Housing Charges

The full monthly housing 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 for approval when they are asked to consider a change in housing charges. Existing charges continue until the members approve a change. The members may approve charges that are different from those proposed in the budget.

4.2 Annual Budgets

(a) Operating budget

Each year the Board of Directors will submit an operating budget for the next fiscal year for approval of the members at a general meeting. The operating budget must contain:

- the total expected cost of operating the co-op
- a breakdown of the total expected cost in detailed categories
- the full monthly housing charges proposed for each unit or kind of unit
- the charges proposed for each service provided to members and charged separately, such as parking spaces.

(b) Capital budget

The Board must also prepare a capital budget for approval of the members every 5 years. It should be presented to the members at the same time as the operating budget. A capital budget must contain:

- the proposed capital expenses
- the proposed source of funds
- the effect of the proposed expenses on the co-op's capital reserve
- the effect of the proposed expenses on the co-op's future operating budget
- the estimated timeline for the capital expenses.

(c) Approval by members

Approval of an operating budget or capital budget by the members authorizes the Board to spend money as stated in the budget subject to the Spending By-law, if the co-op has one.

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the Co-operative Corporations Act and the by-laws. A copy of the proposed budget must be delivered to each unit at least five days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

4.4 Changes in Housing Charges

(a) Beginning of changed housing charges

Any change in the full monthly housing charges will begin on the first day of the third month after the members decide on the change. The members at a general meeting can decide by a two-thirds vote on a different date for the new charges to begin, including an earlier date.

(b) Notice of change

Notice of a change in the full housing charges must be delivered to each unit within ten days after the meeting. Government requirements may state a time period.

4.5 Mid-year Change in Housing Charges

The Board of Directors may decide that there should be a change in the budget and/or housing charges during a fiscal year. If so, the Board will prepare a budget or statement showing the reason for the change and submit it to a meeting of the members. Section 4.3 of this By-law states how the co-op will give notice of this meeting. Timing and other rules about any change will be as stated in sections 4.1 to 4.4 as applicable.

Article 5: Members' Units

5.1 Maintenance and Repair

(a) Responsibility of the co-op

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government requirements.

The co-op must keep the co-op property and all services and facilities of the co-op to the same standard as the units.

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

(b) Responsibility of members

Members are responsible for the repair of damage to the property of the co-op caused by the members' wilful or negligent conduct. Members agree to report all such damages promptly to the co-op. Members agree to repair such damages at any time as reasonably requested by the co-op in a written notice.

Members must co-operate in all reasonable ways with co-op staff and any trades people or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of entry).

Members must promptly report to the co-op any condition in their unit, or in the equipment in their unit or their building, that could cause damage to their unit or co-op property.

(c) Maintenance

The member's unit must meet the standards of cleanliness and maintenance set by the Co-op and/or maintains standards as set by the public authorities. This includes, but is not limited to the following:

- the member will not allow garbage or other loose materials to accumulate around the building, yard or passages
- the member will co-operate in the maintenance of the common areas, both inside the unit and outside
- the member will be responsible for the cleanliness, routing maintenance, snow removal and all other duties of a similar nature with respect to any vestibules, entrance ways, driveways, yards and balconies associated with their unit.

(d) Alterations and improvements

Members agree that no structural alterations or improvements will be made to the unit, either inside or outside, unless and until the written permission of the Board of Directors has been obtained.

Members must obey all of the policies, rules and regulations adopted by the co-op from time to time concerning any and all alterations and/or improvements. If alterations or improvements to the unit are made without Board approval, the member will be responsible for removal or be charged back with the expense of removing the alterations or improvements.

Care must be taken to ensure that any and all alterations and improvements do not decrease accessibility to preserve Shamrock Co-operative Homes Inc. as a barrier free co-op.

(e) Redecoration

If Members decide to paint and decorate the units, Members must paint and decorate the inside of the unit in a good and workmanlike manner, according to the policies, rules and regulations adopted by the co-op from time to time.

(f) Rights of Other Occupants

Members must not allow anything to be done or kept in the unit, parking spaces or the co-op property that obstructs or interferes with the rights of other occupants.

(g) Changing locks

Members cannot change their locks without advance written permission from the co-op. They have to give the co-op keys to new locks or cards, fobs or other things needed for access.

(h) Neglect of responsibilities

Members must obey all of the policies, rules and regulations adopted by the co-op from time to time concerning any and all maintenance issues.

If the members do not carry out all responsibilities connected with maintenance or repair in a reasonable time, the co-op can carry them out. Members will receive ten days written notice of the co-op's intent to do such repairs or maintenance. Those members must then promptly pay the co-op for its out-of-pocket expense and for the reasonable value of any employee time involved.

(i) Moving out of the unit

When members move out of a unit, they have to leave it clean and in good condition. This includes the appliances and any other equipment devices purchased by the Co-op.

5.2 Privacy

(a) **Permission needed**

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

(b) **Notice of entry**

After giving a member 48 hours notice, someone designated by the co-op can enter a unit, at any reasonable time, for regular or special maintenance inspection.

After giving a member 24 hours notice, someone designated by the co-op can enter a unit, at any reasonable time, for maintenance repairs or renovations.

(c) **Showing unit**

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

- the members have given notice to end their membership and occupancy rights, or
- the co-op has given notice of a Board of Directors decision to evict the member.

(d) **Time 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 and the notice can allow more than one entry into a unit. The member does not have to be present at the time of entry.

(e) **One notice per unit**

Only one notice needs to be given under this section, to the members and any others living in a single unit.

5.3 Serious Damage to Unit

(a) **What is damage?**

Damage under this section is anything that makes a unit uninhabitable. It could be a specific event, such as a fire, or a condition like mould or insect infestation.

(b) **Major damage**

If there is major damage affecting a large number of units, the Board of Directors will examine the situation and propose a solution. The membership will make the final decision at a members' meeting.

(c) **Other damage**

If only one or a small number of units are damaged, the Board of Directors will consult with the members living in the units to deal with the situation. If those members do not agree with the proposed solution, the membership will make the final decisions at a members' meeting. The Board can give these decisions priority over the internal and external waiting lists.

(d) Limit of co-op responsibility

The co-op does not have to provide a housing unit; pay for increased housing charges; rent from an outside landlord; or incur any other costs due to unit damages, unless the costs are covered by the co-op's insurance or are payable by a government or other subsidy provider. The co-op can terminate membership and occupancy rights because of damage, if that is part of the decision made by the Board of Directors or the members, under this section.

5.4 Members' Insurance

Members must obtain public liability insurance and property insurance for their unit. (refer to 6.3 c). The co-op, co-op staff, contractors and other members will not have any liability to a member or a person in a member's household for things that would be covered by co-op member's insurance policy. It does not matter what caused any loss and it does not matter whether the member or anyone in the household had any insurance.

Article 6: Use of Units

6.1 Residences

Units must only be used as private residences for members, their households and other persons allowed by this By-law.

6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member may not be absent from the co-op unit for a total of more than three months in any year without the permission of the Board of Directors. The unit must remain the member's principal residence while the member is absent. Government requirements or co-op by-laws may set limits on absence from units for members who receive housing charge subsidy.

6.3 Related Uses

(a) Related uses permitted

"Related uses" are typical home business uses that are related or incidental to the use of a unit as a member's principal residence. Members can have one or more related uses, if:

- the use is permitted by government requirements, including zoning by-laws
- the use does not create disturbance beyond what is appropriate in a residential community like the co-op, such as by too much noise or too many visitors
- the use does not involve excessive demands on co-op utilities and services, such as electricity, water, and
- co-op by-laws and policies are obeyed.

(b) No rooming or Boarding houses

Related uses do not include using a unit as a rooming house, or Boarding house, or providing food or lodging for others or renting space or anything similar.

(c) Insurance and liability

A member must have all insurance that is reasonable for a related use including any insurance that is needed to meet government requirements. The member must give the co-op a current copy of the insurance policy and any changes on an annual basis, or more often if requested by the Board of Directors. The member will obey any directions by the co-op about the insurance so that it will protect the co-op in addition to the member. The member will be responsible for any claims against the co-op, co-op staff, contractors and other members and occupants that are connected to any related use by the member.

6.4 No Transfer of Membership or Occupancy Rights

Members cannot transfer their membership or their occupancy rights to anyone else.

6.5 Leaving Co-op Units

Members must not profit, directly or indirectly, when they leave the co-op.

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 and other household costs if it is not a hidden profit on the housing charges.

6.6 Co-op's Insurance

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

Article 7: Behaviour

7.1 Prohibited Conduct

The co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighbourhood community. Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of these communities. Co-op members must not make or allow any noise, nuisance or other act that unreasonably disturbs or interferes with any other member of these communities. Co-op members must not commit any illegal act in their units or on co-op property.

7.2 Human Rights

Co-op members must respect the human rights of other members of these communities. Co-op members must obey the Ontario Human Rights Code and not do anything that would discriminate against or harass any other member of these communities in a way that would breach the Human Rights Code. Co-op members must strive for an environment at the co-op that is fair, inclusive and respectful of people's dignity.

7.3 Violence

Co-op members must not commit violence against any other member or employee of these communities. Violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. All co-op members and employees have a responsibility to report any and all forms of abuse to the appropriate authorities, such as the police or Family and Children Services.

7.4 Domestic Violence

(a) Not tolerated

The co-op does not tolerate domestic violence. Members who engage in domestic violence may be evicted.

(b) Rights of victim

Members who are victims of domestic violence while they live at the co-op can:

- request emergency housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements
- get information from the co-op on supports available in the community.

(c) Eviction

Under Article 12 (Dealing with Problems) the Board of Directors can evict anyone who has committed domestic violence at the co-op. A complaint from the victim is not necessary. The Board can accept the following as proof that domestic violence occurred:

- a restraining order or peace bond is in effect at the time the Notice to Appear is issued
- terms of bail allowing no contact are in effect at the time the Notice to Appear is issued, or
- the offending member has been convicted of an offence against the victim.

7.5 Return of Member

If a member is ready to let a previously violent spouse, partner or co-occupant return, the member can ask the Board of Directors in writing to reinstate that person's membership. The Board may reject an application from that person if the victim does not consent, or if the Board thinks it would not be best for the co-op. Article 8 (Members' Households and Guests) applies if the member wants that person to stay as a long-term or casual guest. Section 8.7 (Evicted Persons) applies if that person is on co-op property without Board approval.

7.6 Explanations

Violence and harassment can be based on a prohibited ground under the Ontario Human Rights Code or on other grounds. The Board does not have to wait until any court charges are heard before evicting someone in the case of violence or other illegal acts.

7.7 Calling Police and Other Authorities

Co-op staff is authorized to contact the police, children's aid society and other authorities in case of violence or illegal acts.

7.8 Acts of Others

Co-op members are responsible for any act or failure to act by:

- any member of their household, and
- anyone permitted on co-op property by the co-op member or another member of their household.

Members must make sure that none of those persons does anything that would break this Article or other parts of the co-op by-laws. Co-op members may be evicted as a result of acts or failures to act by those persons and will have to pay for any related damage caused by them.

7.9 Indemnification

The Member agrees to indemnify the co-op and save it harmless from any and all liability to persons or property arising from death, injury or damage occasioned wholly or in part by any act or omission of the Member or his family, guests or visitors or other persons permitted on the property by the Member.

Article 8: Members' Households and Guests

8.1 Basic Requirements

(a) Who is part of a household

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

- any members living in the unit
- children of the member who are under sixteen and live in the unit
- children of the member who have turned sixteen and continue to live in the unit, and
- long-term guests approved by the Board of Directors under this Article.

Someone is considered a child of a member if they would be considered the member's child under the Ontario Family Law Act.

(b) Who is not part of a household

Only persons mentioned in paragraph (a) are part of a member's household. Other persons can stay in a member's unit only as casual guests and only if permitted by this By-law. Members must not allow anyone other than the persons referred to in paragraph (a) and this paragraph to use their unit.

(c) Non-member occupants

Occupants of a unit who are not members have:

- no right to occupy the unit independent of the members, without Board of Directors permission
- no right to occupy any other unit in the co-op
- no right to a place on the co-op's internal waiting list.

8.2 Addition of a Member

Someone can apply for membership in the co-op as an addition to an existing household. The application must also be signed by all co-op members in the household. The applicant will become part of the household if accepted as a member. If not accepted, the applicant can occupy the unit only as a long-term guest if approved by the Board.

8.3 Turning Sixteen

Persons in a member's household who turn sixteen can apply for membership in the co-op. The application must also be signed by all co-op members in the household. If persons who turn sixteen do not apply for membership or are not accepted as members, they will automatically be considered long-term guests. A long-term guest agreement is not necessary.

8.4 Long-term Guests

(a) Approval needed

Members can make a written request to the Board of Directors to approve someone as a long-term guest. The request must be signed by all co-op members in the household. The proposed guest must sign the request and a consent to a credit check. The member and the proposed guest must provide any other information requested by the co-op. All members must be in good standing.

(b) Length of time

The Board can approve a long-term guest for a fixed period or for a maximum period. This must be stated in the Board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Cancelling long-term guest status) does not apply.

(c) Long-term guest agreement

All members in the household and their guests must sign and comply with a long-term guest agreement, such as Schedule F attached to this By-law.

(d) Cancelling long-term guest status

The Board of Directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen). The Board must give written notice to the members in the household and the guest, of any meeting where the long term guest status will be discussed and then of the Boards final decision regarding the status. Only one notice needs to be given for all members and others in a unit. There is no right of appeal.

(e) Housing charge subsidy calculation

The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements and the co-op's Housing Charge Subsidy By-law, if it has one.

8.5 Casual Guests

Members can have only a reasonable number of casual guests, who have a resident outside of the Co-op.

A casual guest may not stay at the co-op for more than one month in any year. Persons will be considered as staying at the co-op even if they are away from the co-op for short periods. If members wish someone to stay longer, they must ask the Board of Directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).

8.6 Evicted Persons

If someone has been evicted from the co-op, has left after a Notice to Appear was issued, is guilty of domestic violence, or owes money to the co-op, a member cannot permit that person to be a casual guest without advance written approval from the Board of Directors. The co-op may treat that person as a trespasser and may remove him or her from the co-op property. The member who permits that person on the co-op's property will be considered to have violated this By-law.

Article 9: Household Size

9.1 Subsidized Households

Subsidized households have to meet any household size standards and other rules in government requirements as well as the co-op's Rent Geared to Income By-law, if it has one. These are in addition to what is stated in this Article.

9.2 Purpose of Household Size Requirements

The co-op has established minimum household size rules in order to balance the co-op's obligation to make the best use of co-op property and the right of co-op members to have long-term security in their units.

9.3 When Household Size Rules Apply

The minimum household size rules in this Article apply in the following situations:

(a) New members

A household cannot be allocated a unit and move into the co-op unless the household size meets the minimum requirement for that unit.

(b) Moving to a different unit

A household cannot move to a different unit unless the household size meets the minimum requirement for the new unit or gets closer to it.

(c) Splitting a household

A member cannot move to a new unit while another member remains in the old unit unless the household size in each unit meets the minimum requirement.

(d) When a household is reduced in size

Section 9.4 (Not Meeting Minimum Household Size) applies if a member of the household stops occupying a unit and the remaining members in the household do not meet the minimum requirement for the unit.

One-bedroom	1 person
Two-bedroom	2 persons
Three-bedroom	3 persons
Four-bedroom	4 persons

9.4 Not Meeting Minimum Household Size

(a) When this section applies

This section applies when household size no longer meets the minimum requirement for the unit that the household occupies. This could be because a household member gave the co-op a written notice of withdrawal or stopped living in the co-op as a principal residence or because an occupant has died.

(b) Requirement to move

The remaining household must move to a unit that meets the minimum requirement if the co-op has one. If the co-op does not have one, the remaining household must move to a unit that is closer to the minimum requirement, if the co-op has one. A household can only be required to move once for each time that household size is reduced.

(c) Offering unit

The Board of Directors may offer the remaining household a unit in priority to the internal and external waiting lists. The Board can postpone offering an available unit if the Board decides that someone ahead of the remaining household on the waiting list should get that unit.

9.5 Reporting Change in Household Size

If the number of persons in a member's household changes, the member must give written notice of the change to the co-op office within thirty days, including the names of the persons involved.

9.6 Special Needs Eligibility and Waiting List

The Housing Service Act requires the Co-op to deal with eligibility for special needs housing.

The Housing Service Act requires the Co-op to keep an external waiting list for special needs housing and to deal with eligibility for special needs. The Regulations include modified units within the definition of special needs units. The Regulations and this Article only apply to special needs units in the Co-op's targeting plan.

Article 10: How Members Withdraw from the Co-op

10.1 Membership and Occupancy are Linked

Members cannot withdraw from membership without ending their occupancy rights. Members cannot end their occupancy rights without withdrawing from membership. A notice to end occupancy is also a notice to withdraw from membership and a notice to withdraw from membership is also a notice to end occupancy rights.

10.2 Ending Membership and Occupancy

This section applies when all members in a household wish to end membership and occupancy rights. The procedure is based on the requirements of the Co-operative Corporations Act.

(a) Last day of a month

Each member must give advance written notice of termination to the co-op. The notice must state a termination date. The termination date must be the last day of a month. Membership and occupancy rights end on the termination date stated in the notice.

(b) 60 days' notice

The amount of notice given must be at least 60 days. There is an exception if the termination date is the last day of February or March.

(c) February and March

If the termination date is the last day of February, the notice can be given on or before January 1 of that year.

If the termination date is the last day of March, the notice can be given on or before February 1 of that year.

(d) Not enough notice

If a member gives less than the required notice of termination, the termination will still be effective. The termination date will be 60 days after the notice is given. If that is not the last day of a month, the termination date will be the last day of that month.

(e) No withdrawal of notice without consent

Members cannot withdraw a notice of termination without the written consent of the Board of Directors. The Board can refuse to allow members to withdraw a notice of termination. Members cannot appeal the Board decision.

(f) Vacating early

If all persons in the household vacate the unit earlier than the termination date, the co-op can take possession of the unit and the members and other persons in the household are not entitled to move back in. Membership and occupancy rights end on the day the co-op takes possession. The members will owe housing charges that become due until the original termination date.

(g) If members do not vacate

If all persons in the household do not vacate the unit on the termination date or earlier, the co-op can take legal action for an eviction order. The procedures in Articles 11 to 15 relating to eviction do not apply.

10.3 Part of Household Ends Membership and Occupancy

This section applies if a member stops occupying a unit as a principal residence, but one or more co-op members continue to occupy the unit. This could happen following domestic violence (see section 7.4) or because a member moved out for any other reason.

(a) Notice procedure

The member who is leaving should follow the procedure in section 10.2 (Ending Membership and Occupancy), as applicable.

(b) When procedure is not followed

If the procedure in section 10.2 is not followed by the member who is leaving, that person's membership and occupancy rights end on the first day that person no longer occupies the unit as a principal residence.

(c) Notice by remaining household

The members who continue to occupy the unit must notify the co-op in writing within thirty days after one of the members or a non-member occupant stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

10.4 Death of a Member

(a) Membership and occupancy rights end

If a member dies, that person's membership and occupancy rights end on the date of death.

(b) If no other members occupy the unit

If no other members occupy the unit, the member's estate will be responsible for housing charges for the month in which the member died and the following month. The estate must remove all of the member's possessions by the end of that time. The estate and the co-op can agree to an earlier date to end housing charges and to remove possessions. If possessions are not removed by the time required under this paragraph, the co-op can remove and dispose of them without liability to anyone.

(c) If other members occupy the unit

If other members occupy the unit at the date of death, they must give the co-op written notice of the death within 30 days.

10.5 Vacant or Abandoned Unit

If a unit is vacant or abandoned, the co-op can take possession or the Board of Directors can decide to take legal action. The procedures in Articles 11 to 15 relating to eviction do not apply. Membership and occupancy rights end on the day that the co-op takes possession.

Article 11: Dealing with Arrears

11.1 Eviction

The Board of Directors can evict a member if the member owes housing charges to the co-op.

11.2 Non-Payment and Late Payment

(a) Procedures

This section states procedures to ensure that member arrears are dealt with quickly and fairly. The Board of Directors can change these procedures if it decides that other procedures would be better. A Notice to Appear for arrears can be issued without following the procedures in this section.

(b) Late payment letter

The manager will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by noon on the fourth business day of the month. Only one letter needs to be sent for all members and others in a unit.

(c) Notice to Appear

The manager will give a Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement. This will normally be done by noon on the fifth business day of the month.

(d) Persistent late payment

Late payment includes:

- failure to pay the full amount owing, and
- a failed payment as described in section 11.3(a) (Failed Payment).

Late payment of housing charges three times in any year will be considered persistent late payment. The manager will give a Notice to Appear under Article 12 (Dealing with Problems) to each member who is late paying for the third time in any year. That Notice to Appear will be in addition to a Notice to Appear for arrears under this section.

(e) Advance notice of lateness

If for legitimate reasons of financial hardship, a member cannot pay housing charges by noon on the first business day of the month, the member must let the manager know before the first business day of the month and provide proof. The manager will decide if the reasons are legitimate. In that case, an arrears payment agreement may be arranged by the manager if permitted under section 11.6 (Arrears Payment Agreements) or a request for an arrears payment agreement may be submitted to the Board of Directors.

11.3 Replacement Payment

(a) Failed Payment

A “failed payment” includes:

- a cheque is returned to the co-op by the bank or financial institution
- payment is not made to the co-op under a pre-authorized debit plan, pre-authorized payment plan or other pre-authorized plan.

In case of a cheque this could happen because the cheque is marked NSF (not sufficient funds), Stop Payment, Account Closed or for any reasons. The same reasons and other reasons could apply in the case of a pre-authorized plan. The reason does not matter if the funds are not paid or credited to the co-op.

(b) Replacement payment required

A member must replace a failed payment within two business days of being notified by the co-op. Only one notice needs to be given for all members and others in a unit. A failed payment must be replaced by a certified cheque or money order or the payment must be made by debit card, if available at the co-op.

(c) Notice to Appear

If the member does not replace the failed payment within two days of being notified, the manager will give a Notice to Appear to the member.

(d) Future payments

If the members in a household have two failed payments within a year, then for the next year the members must pay housing charges by certified cheque, money order or debit card, if available at the co-op. The co-op will not accept payment in any other form.

11.4 Late Payment and Failed Payment Charges

(a) Late payment charges

A member that does not pay the full housing charges by noon on the first business day of the month and has not arranged an arrears payment agreement will be charged a late payment charge of \$25.00 per household. This amount may be increased by the members at a general meeting.

(b) Failed payment charges

A member will pay the amount charged to the co-op by its bank or credit union for a returned cheque or other failed payment, plus an administration charge of \$20.00 per household. This is in addition to the late payment charge, if applicable. The administration charge may be increased by the members at a general meeting.

(c) Charges in arrears

Members who do not pay their late payment charges, failed payment charges and administration charges (as well as other amounts owing to the co-op) will be considered in arrears.

11.5 Directors in Arrears

(a) **Directors' arrears policy**

If directors are in arrears, it:

- undermines the co-op's governance
- weakens the co-op's financial management
- sends the wrong message to members of the co-op and to the government.

(b) **No director arrears**

A director must not owe any money to the co-op other than future payments for a member deposit. A director must have a signed payment agreement for these payments.

Procedure for Director Arrears:

If a director is in arrears, the manager will follow the steps in section 11.2 (Non-Payment and Late Payment). The manager will also report to the Board of Directors on the director's arrears at the next Board meeting if the arrears are not paid in full by that time. If still in arrears, the director will automatically cease to be a member of the Board at the beginning of the meeting.

If there is any dispute about whether there are arrears, the director must state it in writing and deliver it to the manager before the next Board meeting. In that case the director will still be on the Board at the beginning of the meeting and can explain the dispute. The director in arrears may then be asked to leave the meeting, while the rest of the board decides the dispute. The Board decision is final. If the Board decides the director is in arrears, then the director will automatically cease to be member of the Board as soon as the decision is made. If the Board does not make a decision, the director will automatically cease to be a member of the Board at the end of the meeting.

(c) **Director Arrears payment agreements**

Directors can sign arrears payment agreements like other members, but they will cease to be directors when they sign an arrears payment agreement. This does not apply to member deposit payment agreements.

11.6 Arrears Payment Agreements

(a) **Before Notice to Appear**

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the Board of Directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).

(b) **Limits of manager's authority**

The manager has the authority to approve the first request from a household for an arrears payment agreement made in a year as long as the agreement provides for full payment within 60 days in addition to the normal housing charges within that time.

(c) Board's approval needed

Approval by the Board of Directors is required:

- for additional requests for an arrears payment agreement within a year
- for an arrears payment agreement where full payment will not be made within 60 days in addition to the normal housing charges within that time.

(d) Procedure for additional arrears payment agreements

If a member requests an additional arrears payment agreement within a year, the manager will submit the request to the Board of Directors along with payment terms that the member suggests. If the member goes into arrears, or deeper into arrears, before the Board considers the request and section 11.2(c) (Notice to Appear) applies, the manager will issue a Notice to Appear in addition to submitting the request.

(e) Limits

Generally, the co-op will not approve more than one arrears payment agreement for a household in a year or an arrears payment agreement where full payment will not be made within 60 days.

(f) Non-payment

If a member does not make the payments stated in an arrears payment agreement, the manager will give each co-op member in the household a Notice to Appear. This does not apply if the arrears payment agreement states something else.

11.7 Notice to Appear for Arrears

(a) Issuing Notice to Appear

A Notice to Appear for arrears must contain the information in Schedule D attached to this By-law. It must be given at least ten days before the Board meeting where it will be considered.

(b) Termination date

The proposed termination date in the Notice to Appear will be ten days after the Board meeting or later.

Article 12: Dealing with Problems

12.1 Eviction

The Board of Directors can evict a member if the member has broken the by-laws.

12.2 Notice to Appear

(a) When Notice to Appear required

A Notice to Appear must be given to a member before the Board of Directors can decide to evict the member. It must be given at least ten days before the Board meeting where it will be considered.

(b) Information in Notice to Appear

A Notice to Appear under this Article must contain the information in Schedule E attached to this By-law.

(c) Additional information

When a Notice to Appear is given to a member, it should include copies of any written materials that the Board of Directors may consider at the meeting. Examples would be a report from the manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted by the Board of Directors and the PIPEDA Officer, if reprisals are a possibility, or for other good reasons. Additionally, irrelevant parts of the written materials may be deleted. Correspondence and notices between the co-op and the complaining member(s) do not have to be included.

(d) Termination date in Notice to Appear

The proposed termination date in the Notice to Appear will be ten days after the Board meeting or later.

12.3 Deciding to Give a Notice to Appear

(a) No prejudice

The Board of Directors can decide to issue a Notice to Appear. When making this decision, the Board must not prejudice the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

(b) Other by-laws may apply

When a complaint is received by the Board of Directors or staff, or when the Board or staff becomes aware of any problem, it may be dealt with under other by-laws, such as a Human Rights By-law or a Member Relations By-law, if the co-op has those by-laws. The Board can also decide to issue a Notice to Appear instead of following the procedures in other by-laws that could be applicable.

12.4 Limits of Action by Co-op

(a) Factors to consider

The co-op does not have to issue a Notice to Appear or take other action to deal with noise, harassment, violence, illegal acts or other behavioural issues, even if they are a breach of this By-law. The same applies to other breaches of this By-law or other co-op by-laws. The Board of Directors has to consider things like:

- the evidence available as to what happened
- the appropriateness of eviction as a response

(b) No co-op liability

The co-op has no liability to anyone for misbehaviour by a member or anyone else, even if the misbehaviour is a breach of this By-law. An exception is that the co-op could have liability if the person is acting officially on behalf of the co-op.

Article 13: Eviction Procedures

13.1 Board Meeting on Notice to Appear

(a) **Member and representative can attend meeting**

When a Notice to Appear has been given, the member can appear at the Board of Directors meeting and can have a lawyer or other representative. The member and a representative can speak at the meeting. They can also deliver written statements at the meeting or before the meeting. They can take notes but cannot record the meeting, whether by tape or any other device. The Board sets the procedure for the meeting. The Board can limit the number of people brought by the member.

(b) **Continuing meeting**

If the Board of Directors decides to continue the meeting on another date, no new Notice to Appear is required if the time and place to continue the meeting is announced at the original meeting.

(c) **Making decision**

The Board of Directors makes an eviction decision by passing a resolution to evict a member. A quorum of the Board must be present and there must be a majority vote. The Board decision should state the grounds of eviction on which the decision is based and the termination date. The Board can make its decision using Schedule C attached to this By-law. The minutes do not have to state who made or seconded the motion to pass the resolution or how each director voted.

(d) **Date of termination**

The decision can state a termination date that is later than the proposed date in the Notice to Appear.

(e) **Notice of decision**

Written notice of a decision to evict must be given to the member within ten days after the Board meeting. Schedule C or Schedule D attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

Article 14: Alternatives

14.1 Alternatives to Eviction

The Board of Directors can take steps to deal with issues without eviction. These could happen after a Notice to Appear was issued or without a Notice to Appear. Some examples are:

- mediation, which could be paid for by the co-op
- limiting access by a member or another person to the co-op staff or office or other parts of co-op property or requiring different ways of access
- limiting or prohibiting access by non-residents to co-op property
- limiting contact between certain households or household members
- sending a warning letter
- signing an arrears payment agreement
- signing a performance agreement
- having a conditional eviction decision.

14.2 Conditional Eviction Decisions

When a Notice to Appear is considered by the Board of Directors, the Board can decide to evict a member, but also decide that the eviction will not go ahead if the member meets conditions stated in the decision, such as that the member does something or stops doing something as stated in the decision.

14.3 Performance Agreements

The Board of Directors can decide to sign a performance agreement in different situations. Examples include:

- A condition under section 14.2 (Conditional Eviction Decisions) could be that the member sign and comply with a performance agreement (including an arrears payment agreement).
- The Board could decide not to pass an eviction decision if a performance agreement is signed.
- The Board could decide to sign a performance agreement instead of issuing or considering a Notice to Appear.

Performance agreement is Schedule E, attached to this By-law.

14.4 Personal Information of Members

(a) Limited information

The Board of Directors must limit information about a performance agreement or conditional eviction decision that it gives to a member who complained and to others.

(b) What can be disclosed

A performance agreement can state what can be told to others. If it does not state this, the Board of Directors can decide to disclose that there is a performance agreement but not the personal information that led to the agreement. The Board may be able to disclose some of the details of the agreement that do not involve sensitive information.

For example, someone who complained can be told that there is a performance agreement that includes not playing the radio after 10.00 p.m., but not about other parts of the agreement that relate to medical treatment of the member involved.

14.5 Non-Performance by a Member

(a) If a member breaks conditions in eviction decision

If a member does not perform the conditions stated in a conditional eviction decision, the Board of Directors can decide to go ahead with the eviction. The member is not entitled to notice of the Board meeting, but will be given at least ten days' notice of the decision. It may not be appealed to the membership.

(b) If a member breaks performance agreement

If a member does not comply with a performance agreement required by a conditional eviction decision, paragraph (a) applies. If the performance agreement was not required by a conditional eviction decision, the Board of Directors must issue a Notice to Appear if it wishes to consider eviction.

(c) Time limit in decision

The Board can set a time limit for performing the conditions in an eviction decision or a performance agreement, but if the Board has not decided to go ahead with the eviction within six months after the original decision, the Board cannot proceed to evict without a new Notice to Appear. This must be given under Article 11 (Dealing with Arrears) or Article 12 (Dealing with Problems). The same procedure will be followed as if there had not been a conditional eviction decision or a performance agreement.

14.6 Authorization of Performance Agreements

All performance agreements must be authorized by the Board of Directors except as stated in section 11.6 (Arrears Payment Agreements). The Board can authorize the manager or someone else to decide on a performance agreement and/or to approve the actual wording of a performance agreement.

Article 15: No Appeal to Membership

15.1 No Appeal

Member cannot appeal a Board of Directors' eviction decision to the membership. If a member does not agree with the decision, the member can wait until the co-op takes the case to the Landlord and Tenant Board or to court and state their case at that time.

Article 16: Legal Action

16.1 Enforcing Eviction Decisions

The Board of Directors can decide to take legal action as a result of decisions under previous sections. The Board can choose someone to deal with legal actions for the co-op. This will be the co-op manager unless the Board decides something else. The Board can limit that person's authority by a Board motion. The Board can designate a director or someone else to work with that person.

That person can:

- give all necessary directions to the co-op's lawyers and paralegals
- act as agent for the co-op on court actions and at the Landlord and Tenant Board
- make a settlement or other agreement.

16.2 Membership Rights on Eviction

(a) When membership ends

Membership ends on the termination date in an eviction decision, even though the former member can continue to occupy the unit until the co-op gets an eviction order. Since the occupant is no longer a member, the occupant cannot attend meetings of the co-op as a member, vote or run for the Board of Directors. If the occupant was on the Board, the position is automatically vacated on the day that membership ends.

(b) When membership restored

The Co-operative Corporations Act and the Residential Tenancies Act state when someone's membership and occupancy rights are considered not to be terminated. This could be because the member paid arrears by a certain time or for other reasons. When this happens, the occupant's membership is restored. The occupant can attend meetings of the co-op as a member, vote or run for the Board of Directors. If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They would have to be re-elected to the Board or appointed to fill a vacancy.

(c) Co-op actions while occupants were not members

Any votes or actions taken by the co-op during the time when the occupant was not a member will be valid and binding.

(d) When new Notice to Appear not needed

No new Notice to Appear or eviction decision is needed in the case of:

- repeat breaches within six months referred to in subsection 94.2(2) of the Residential Tenancies Act (Deemed termination of membership and occupancy rights)
- breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in subsection 94.11(2) of the Residential Tenancies Act (Deemed termination of membership and occupancy rights).

The Board of Directors can decide to go ahead with the eviction. The member is not entitled to notice of the Board meeting, but will be given notice as required under the Residential Tenancies Act. The Board decision may not be appealed to the membership.

16.3 Interest

Members owe interest on all arrears and other amounts owing to the co-op at the rate of one percent per month above the prime rate of any credit union or financial institution. The co-op may include this interest when bringing legal action against a member or former member, but will not normally claim interest at other times.

16.4 Member's Rights Not Cancelled

The only way the co-op can cancel or waive any member's rights is under an arrears payment agreement or other performance agreement or settlement agreement authorized under this By-law and signed by the co-op. The co-op does not waive any Notice to Appear, eviction decision or other rights by:

- accepting arrears or compensation
- sending reminder or other letters even if incorrectly addressed “Dear Member” or similar
- recalculating housing charge subsidy
- making any error on a member ledger or other document
- accepting a cheque or other item marked “Payment in Full” or anything similar
- doing anything else except as stated at the beginning of this section.

16.5 Co-op Costs

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

Article 17: Miscellaneous

17.1 Personal Information to Membership

(a) When members raise things about themselves

If a member appeals a Board of Director's decision under the co-op by-laws, or raises something at a members' meeting involving the member's personal information, the Board can disclose other relevant personal information about that member.

(b) When members raise things about someone else

A member cannot appeal a Board of Directors' decision under the co-op by-laws about another person, or raise something at a members' meeting involving personal information about another person, unless the other person has given written approval. The member must show the written approval to the chair of the meeting. It may be examined by any member. If the written approval is given, the chair can allow members to discuss that personal information and the Board and staff can disclose other relevant personal information about the person. If that person does not give approval, the appeal or discussion is out of order.

17.2 Legal Actions by Members

If a member sues the co-op or takes other legal action against the co-op, such as a complaint to the Ontario Human Rights Tribunal, the Board of Directors should report the matter to the members in writing or orally at a members' meeting. The report can include relevant detail, including relevant personal information of the person who started the action. The Board does not have to report the matter to the members if it does not believe it would be in the best interests of the co-op to do so. The Board would normally get legal advice about any disclosure or decision not to disclose.

17.3 External Complaints

If a member makes a complaint about the co-op to anyone outside the co-op, or sends anyone outside the co-op a copy of an internal complaint, the Board of Directors is entitled to respond to that complaint to the same persons or organizations. In doing so it can disclose relevant personal information about the member and the member's household. Examples include complaints sent to bodies like the Agency for Co-operative Housing, Canada Mortgage and Housing Corporation, a service manager, a government official, a newspaper, the Co-operative Housing Federation of Canada or a local co-op housing federation.

17.4 Co-op Employees

(a) Not members

No employee of the co-op can be a member of the co-op or live in the household of a member.

17.5 Non-Members in a Member Unit

Parts of this By-law apply to non-members living in a member unit. In dealing with non-members who are occupying a member unit, the Board of Directors may take any action permitted by law.

17.6 Proof

(a) When required

When investigating compliance with the co-op's by-laws or government requirements, the co-op can ask a member to prove:

- that the member's unit is the member's principal residence
- the member's household composition
- the member's household income if the member receives housing charge subsidy
- other things to show compliance with government requirements, this By-law and other co-op by-laws, as applicable.

(b) Member response

If asked, members must give complete proof and details about the things stated in paragraph (a). This request can include originals or copies of any documents and sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. If a member fails to provide proof, the co-op can conclude that this is evidence that the member is not complying with government requirements, this By-law or other co-op by-laws, as applicable.

17.7 Serving Eviction Documents

(a) Ways to serve documents

Notices and other documents relating to an eviction are considered served on a member if given in any of the following ways:

- handing it to the member
- handing it to an apparently adult person in the unit
- leaving it in the mail box where mail is ordinarily delivered to the member
- if there is no mail box, sliding it under the door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered to the member
- mailing it to the last known address where the member lives or works.

(b) When mailed

Documents that are mailed to a member are considered delivered or served on the fifth day after the day of mailing.

(c) More than one member

A separate notice or other document must be given to each member involved and to any member who has left the unit, but is still involved.

17.8 Signing Schedules for Co-op

The Schedules to this By-law (including any Appendixes) can be signed on behalf of the co-op by the manager or another staff member, any director or anyone authorized by the Board of Directors.

17.9 Minor Errors, Omissions or Irregularities

A minor error, omission or irregularity will not affect any decision made by the Board of Directors and/or members as stated in the Co-operative Corporations Act.

17.10 Starting Date for this By-law

This By-law will go into effect on the date when it is confirmed by the membership.

17.11 Things not stated in this By-Law

The board will decide anything relating to occupancy issues that are not stated in this By-law or in the Co-op's other by-laws or in Government Requirements.

Schedules and Attachments

**Schedule A
Occupancy Agreement**

SHAMROCK CO-OPERATIVE HOMES INC.

Address of Member Unit:

Unit # & Street: # 4_6 Kingscourt Drive

City: Waterloo, Ontario

Date of Occupancy:

List each person in the household:

1.

2.

3.

4.

5.

6.

7.

Membership Terms:

1. The co-op gives you the right to occupy a unit.
2. You agree to obey all co-op by-laws, policies and decisions made by the board or co-op members at a General Members Meeting.
3. The terms of this Occupancy Agreement may be affected by decisions made at a General Members Meeting.
4. If there is a conflict between the co-op's by-laws, policies and this Agreement, the co-op's by-laws, and policies prevail.
5. In addition to attending General Members Meetings, each member shall participate in Co-op activities and operations, including but not limited to serving on the Board of Directors, being an active member of a committee or other areas of Co-op operations. This participation is compulsory. Members are encouraged to participate as often as possible, based on the member's ability and preference.
6. Effective, June 2012, the member, all other occupants of the unit, guests and visitors shall not smoke or keep lit tobacco products inside Co-op buildings, including balconies, patios or other areas included in the member agreement and which may be subject to change. Smoking is only permitted outdoors at a distance of minimum five meters away from apartment building's entrance/exits and windows. Members living in town houses shall smoke outside while keeping a minimum of three meters distance from their dwelling and keeping away from neighbour's windows and doors.

HOUSEHOLD PETS:

The Member agrees to abide by the rules and regulations relating to household pets as adopted by the Co-op from time to time. The Member further agrees that the only cat(s) and/or dog(s) belonging to the household are the following:

Animal	Male/Female	Colour	Spayed/Neutered
_____	_____	_____	_____
_____	_____	_____	_____

VEHICLES:

The Member agrees to abide by the policies relating to motor vehicles operated on Co-op property. The Member further agrees that the following vehicle(s) is(are) the only one(s) to be parked on Co-op property:

Make	Model	Colour	Licence Number
_____	_____	_____	_____
_____	_____	_____	_____

The member agrees that all vehicles kept on Co-op Property must be insured, plated, and not derelict. Parking charges will be set at \$15.00 per month for 2nd vehicle parking spot, and \$25.00 per month for a 3rd vehicle parking spot.

MARKING HOUSING CHARGES:

1 Bedroom Apartment	\$526.00 + \$5.00 (Sector Fee)	= \$631.00
2 Bedroom Apartment	\$690.00 + \$5.00 (Sector Fee)	= \$695.00
2 Bedroom Acc Townhouse	\$797.00 + \$5.00 (Sector Fee)	= \$802.00
3 Bedroom Townhouse	\$870.00 + \$5.00 (Sector Fee)	= \$875.00
4 Bedroom Townhouse	\$920.00 + \$5.00 (Sector Fee)	= \$925.00

I/We are receiving housing charge assistance. Terms of the By-law No. 3 "Subsidy Bylaw" is part of this agreement. I/We acknowledge reading and understanding this Agreement.

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

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

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

Co-op: Shamrock Co-operative Homes Inc.

by:	Date:
-----	-------

Schedule B
Notice to Appear

SHAMROCK CO-OPERATIVE HOMES INC.

To Members:

1.

2.

3.

4.

Unit # & Street:

City:

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

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

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 do not have to vacate your unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

The Grounds for ending your membership and occupancy rights are:

Arrears:

1. You owe the co-op \$_____ of housing charges as of _____, 20____. This is contrary to Article 3: Members' Contributions of the Occupancy By-law.
2. You have repeatedly paid your monthly housing charges late. This is contrary to Article 3: Members' Contributions of the Occupancy By-law.

Other:

3.

Resolution of the board of directors of Shamrock Co-operative Homes., passed on _____, 20____, at a proper meeting.

Signature for the Co-op:

Co-op:

by: _____ Date: _____

Schedule C
Board of Directors
Eviction Decision

SHAMROCK CO-OPERATIVE HOMES INC.

Members:

1.

2.

3.

4.

Unit # & Street:

City:

Background:

1. The Co-operative gave the member(s) a Notice to Appear as required by the Co-operative Corporations Act and the by-laws.
2. The member(s)(attended/did not attend) the board meeting. A representative of the member(s) (attended/did not attend) the board meeting. (Name of Representative)
3. This decision was made by a majority of the directors at a proper meeting.

Decision:

4. The membership and occupancy rights of the member(s) in the above unit are ended on _____, 20 ____.

Reasons:

5. The board of directors made its decision because:

Arrears:

1. The member(s) owe(s) the co-op \$_____ of housing charges as of _____, 20 _____. This is contrary to Article 3: Members' Contributions of the Occupancy By-law.
2. The member(s) has/have repeatedly paid monthly housing charges late. This is contrary to Article 3: Members' Contributions of the Occupancy By-law.

Other:

- 3.

Further Decision:

Resolution of the board of directors of Shamrock Co-operative Homes Inc., passed _____, 20____ at a proper meeting.

Co-op:

by:	Date:
-----	-------

Schedule D
Notice of Board of Directors Eviction Decision
SHAMROCK CO-OPERATIVE HOMES INC.

To Members:

1.

2.

3.

4.

Unit # & Street:

City:

A meeting of the board 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 membership and occupancy rights in the above unit on _____, 20____.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tennant Board terminating your occupancy and evicting you under Part V.1 of the Residential Tenancies Act, 2006.

Signature for the Co-op:

Co-op:

by:	Date:
-----	-------

Schedule E
Performance Agreement
Arrears and Late Payment

SHAMROCK CO-OPERATIVE HOMES INC.

1.

2.

3.

4.

Unit # & Street:

City:

You admit that the following is true:

1. You owe the co-op \$_____ of housing charges as of _____, 20____. This is contrary to Article 3: Members' Contributions of the Occupancy By-law
2. You have repeatedly paid your monthly housing charges late. This is contrary to Article 3: Members' Contributions of the Occupancy By-law
3. Other

The Co-op agrees not to end your membership and occupancy rights as long as you do the following;

1. You agree to pay your entire debt on the following schedules:
 - (a) \$ _____ when you sign this Agreement
 - (b) \$ _____ on or before _____, 20____.
 - (c) \$ _____ a month from then on.
2. You agree to pay all monthly housing charges on or before the last day of the month from the date this agreement is signed.
3. You agree to pay all arrears and monthly housing charge payment by certified check, money order, or via debit card. This will apply until all arrears are paid.
4. You agree to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the Co-op.
5. You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.

If the Member breaches this Agreement, the eviction decision will become effective. The date of termination of the membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.7 (Serving documents) of the Occupancy By-Law. The notice must state the termination date and details of the breach of this Agreement.

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:
-----	-------

Shamrock Co-operative Homes Inc.
Occupancy By-Law
Schedules & Attachments

Long-term Guest Agreement (Schedule F)

Unit: _____

List each Member in the Member Unit:

1. _____
2. _____
3. _____
4. _____
5. _____

Long-term Guest: _____

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 given a 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 *Residential Tenancies 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.

**Shamrock Co-operative Homes Inc.
Occupancy By-Law
Schedules & Attachments**

Signatures of Members:

1. _____
Print name

Signature

Date

2. _____
Print name

Signature

Date

3. _____
Print name

Signature

Date

4. _____
Print name

Signature

Date

Signature of the long-term guest:

Signature

Date

Signature for the Co-op:

Write and sign name of signing authority for co-op

Date

[legal co-op name]*

u

Shamrock Co-operative Homes Inc.
Occupancy By-Law
Schedules & Attachments

Attachment A: Summary of Time Requirements and Examples

In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Business Day

3.3(a) Housing charges are due before noon on first business day of the month.

Example:

September 1, 2013 is a Sunday.

Monday, September 2, 2013 is a public holiday—Labour Day.

Housing charges are due on Tuesday, September 3, 2013—the first business day in September.

Budget

4.3 Must be delivered at least five days before the budget meeting.

Example:

Budget meeting is June 16, 2014.

Last day to deliver a copy of the budget is June 11, 2014.

Changed Housing Charges

4.4 Begin on the first day of the third month after the members decide on the change.

Example:

Budget meeting is June 16, 2014 and members approve a change. July is the first month after the decision.

August is the second month after the decision.

Therefore, housing charge change takes effect on September 1, 2014. Changed housing charges apply for September.

Notice of Entry

5.2(b) 48 hours' notice is required. A time range can be given (5.2(d)).

Example:

Plumber to arrive at 8:00 a.m. on Monday, June 16, 2014 to work on several units; will be there for a week.

Notice must be given by 8:00 a.m. on Saturday, June 14, 2014. Notice can cover the whole week to June 20, 2014.

Showing Unit

5.2(c) 24 hours' notice is required. A time range can be given.

Example:

Member has withdrawn from co-op effective June 30, 2014.

Potential new member to look at the unit at 7:00 p.m. June 16, 2014.

Notice must be given by 7:00 p.m. on June 15, 2014.

Shamrock Co-operative Homes Inc.
Occupancy By-Law
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Year

6.2 Can't be away from unit more than 3 months in a year without Board approval.

Example:

Member will be away November and December 2014 and January and February 2015. "Year" means a consecutive twelve-month period, not a calendar year. (See Definitions paragraph 1.6(j)). Therefore, member can't be away without Board approval.

Change in Household Size

9.5 Notice must be given by member to co-op within 10 days.

Example:

Child gets married on May 14, 2014 and leaves home permanently. Last day for notice to co-op is May 24, 2014.

Withdrawing from Co-op

10.2 (b) At least 60 days' written notice required ending on last day of month.

Example:

Member wants to withdraw from co-op effective June 30, 2014. Notice must be delivered to co-op office on or before May 1, 2014.

- 30 days in May (not counting May 1).
- 30 days in June (counting June 30).
- Total 60

Example:

Member wants to withdraw from co-op effective August 31, 2014. Notice must be delivered to co-op office on or before July 2, 2014.

- 29 days in July (not counting July 2).
- 31 days in August (count August 31).
- Total 60

10.2 (c) Special counting rules for February and March.

Example:

Member wants to withdraw from co-op effective February 28, 2014 (or 29th in a leap year). Notice must be delivered to co-op office on or before January 1, 2014.

Example:

Member wants to withdraw from co-op effective March 31, 2014. Notice must be delivered to co-op office on or before February 1, 2014.

Shamrock Co-operative Homes Inc.
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Death of a Member

10.4 (b) Unit rights and responsibilities end at the end of the month after the month of death.

Example:

Member dies on March 15, 2014.

Month after March is April.

Rights and responsibilities end on April 30, 2014.

Notice to Appear for Arrears

11.2(c) Notice to Appear to be given by manager by noon on fifth business day of the month.

Example:

May 1, 2014 is a Thursday.

Housing charges are due on May 1, 2014.

May 3 and 4 are Saturday and Sunday.

Fifth business day is Wednesday, May 7, 2014.

Delivery of Notice to Appear to Member

11.7(a) or 12.2(a) At least 10 days before Board meeting.

Example:

Board meeting is Monday, June 16, 2014.

Last day to give notice to member is June 6, 2014.

Proposed Termination Date in Notice to Appear

11.7(b) or 12.2(d) 10 days after Board meeting.

Example:

Board meeting is Monday, June 16, 2014.

Day to put in notice is Thursday, June 26, 2014.

Proposed Termination Date in Notice to Appear if there is Right of Appeal

12.2(d) 20 days after Board meeting.

Example:

Board meeting is Monday, June 16, 2014.

Day to put in notice is Sunday, July 6, 2014. (It can be a non-business day.)

Delivery of Notice of Board Eviction Decision to Member.

13.1(e) Within 10 days after Board meeting.

Example:

Board meeting is Monday, June 16, 2014.

Last day to deliver to member is Thursday, June 26, 2014.

Member Breaks Performance Agreement or Condition in Eviction Decision.

14.5(a) and (b) Member must be given at least 10 days' notice of Board decision to proceed with the eviction.

Example:

Board meeting is Monday, June 16, 2014.

Notice is given to member on Tuesday, June 17, 2014.

First day to take legal action or other steps is Friday, June 27, 2014.