



SECTION V

BYLAWS

In This Section:

In-depth descriptions of the rules to be followed on many different aspects of Co-op life. These rules are absolute, rather than suggestions - breaking them can get you into serious trouble. It's always good to be familiar with the bylaws of your neighbourhood, especially in a Co-op!

The section contains three bylaws. Each bylaw contains and covers many different topics.



MEMBER HANDBOOK – SECTION V – BY-LAWS





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MEMBER HANDBOOK – SECTION V – BY-LAWS





SHAMROCK CO-OPERATIVE HOMES INC.

BY-LAW No. 1

ORGANIZATIONAL BY-LAW

A By-law which contains the rules for the organization of Shamrock Co-operative Homes Inc. and its members.

Passed by the Board of Directors on the 9 day of January, 1995.

Confirmed by the members on the 15 day of January, 1995.



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BY-LAW No. 1 – ORGANIZATIONAL BY-LAW

This By-law contains the rules under which Shamrock Co-operative Homes Inc. is organized. The *Co-operative Corporations Act* (the *Act*) regulates the co-op. Certain parts of the *Act* contain rules which are not included in this By-law. Members should refer to them when questions come up.



ARTICLE 1: ABOUT THIS BY-LAW

1.1 Priority of This By-law

- (a) This By-law repeals By-laws I, II & III. Any future by-law can only amend this By-law if the future by-law states that it is doing so.
- (b) If there is a conflict between documents, the documents will govern in the following order:
- first, the *Act*
 - second, the Articles of Incorporation
 - third, this By-law, to meet the requirements of the Ministry of Housing
 - fourth, By-Law No. 2, the Occupancy By-law of the co-op, and
 - fifth, the other by-laws, and the legally adopted policies, rules and regulations of the co-op.

The co-op, Board of Directors, members and employees must follow this order of priority.



ARTICLE 2: MEMBERSHIP

2.1 Membership

To become members of the co-op, applicants must be approved by the Board of Directors and become residents of the co-op.

When considering applications, the co-op must comply with the *Ontario Human Rights Code*.

2.2 Qualifications for Membership

To become members of the co-op, applicants must be sixteen years or older. The co-op has other by-laws stating qualifications that applicants must have.

2.3 Applying for Membership

- (a) Persons must apply for membership in writing on the form that the co-op provides.
- (b) All persons of an applicant's household who are eighteen years or older, and intend to live in the co-op, must apply for membership. If they do not, the co-op will not consider the application. Children of members who are sixteen or seventeen years old, may apply for membership.
- (c) All Members of the co-op must:
 - sign the occupancy agreement
 - pay the lifetime membership fee
 - arrange to pay the member loan, and
 - pay the first month's housing charge.
- (d) The Board of Directors can require a new member to have a co-signer or to make other special financial arrangements.

2.4 Transfers and Withdrawals

Members cannot transfer their membership to any other person. Rules that apply to withdrawing from membership are in the *Act* and Article 8 of the Occupancy By-law.



ARTICLE 3: MEMBERS' MEETINGS

3.1 Annual Members' Meetings

The co-op must hold an annual members' meeting within eighteen months after incorporation. After that first meeting, annual meetings must be held no later than:

- fifteen months after the last annual meeting, or
- six months from the end of the co-op's fiscal year.

3.2 Regular Members' Meetings

The Board of Directors must call regular members' meetings at least two times a year. These meetings are in addition to the annual meeting.

3.3 Special Members' Meetings

The Board of Directors or the members at a proper meeting can call a special members' meeting.

3.4 Place of Meetings

Members' meetings must be held in the Regional Municipality of Waterloo, as the Directors may determine.

3.5 Notice of Members' Meetings

Notice of any members' meeting must be given to the members not less than ten days nor more than fifty days before the date of the meeting. Notice must include the time and place of the meeting. Notice must be given to everyone who is a member. 13.2 of this By-law states rules for giving notice. 13.4 of this By-law states how to calculate the right date for giving notice.

3.6 Agenda of Annual, Regular or Special Members' Meetings

- (a) The agenda for each **annual meeting** must include
- approving the auditor's report
 - approving the financial statements, and
 - appointing the auditor for the next year.

The agenda usually includes the election of directors, and reports from the Board of Directors, committees and staff.



The agenda must also include the general nature of any other business to be dealt with at the meeting.

- (b) The Board of Directors sets the advance agenda for all **members' meetings**. The notice calling the meeting must either include the agenda or be sent with the agenda. The notice must state the general nature of the items that the members will consider. Members can raise any matter at a meeting but they cannot vote on it if it was not included in the agenda.

If proper notice is given, the members can make any decision or pass any version of a by-law or budget. They can do this even if the version they pass is different from, or contrary to, the original.

Members can add items to the advance agenda as stated in 3.6(d) and (e) of this By-law.

- (c) At the meeting the members can adopt the advance agenda with or without changes. However, only those items that were included in the notice of meeting or advance agenda distributed by the Board of Directors, or in a notice as stated in 3.6(d) of this By-law, can be voted on. Items added to the agenda under 3.6 of this By-law must be within the authority of the members as stated in this By-law.

- (d) Members can have any item put on the advance agenda. However, members must give the secretary written notice of the item at least **ten (10)** days before the deadline for sending out the notice of the meeting.

Any items which members add will be put at the end of the advance agenda unless the members change the order of the agenda during the meeting.

- (e) If the members do not give notice to the secretary in time, they can, at their own expense, give written notice directly to all members at least **ten (10)** days before the date of the meeting.

- (f) A copy of a proposed by-law or budget does not have to be given with the agenda or notice of meeting. However, a copy must be given to each member as stated in Article 13 of this By-law at least **five (5)** days before the meeting.



3.7 Continuing a Meeting on Another Date

- (a) If business is not completed at a meeting, the members can make a decision to continue the meeting on another date. The members can set a specific date, or state how a date will be chosen. A majority vote is needed to make the decision.
The agenda of the original meeting will be followed at the continued meeting unless the members decide to change it.
- (b) If the members set a specific date for the continued meeting, there is no need to give another notice. If they do not set a specific date, the Board of Directors must give at least **two (2)** days notice of the continued meeting unless the members decided on a different notice period.
- (c) Decisions made at a continued meeting will have the same effect as if they were made at the original meeting.

3.8 Quorum at Members' Meetings

- (a) Quorum at members' meetings means the minimum number of members who must be present for the co-op to hold a members' meeting and make decisions or transact any business.
If there is no quorum, anything discussed has no official status.
- (b) Twenty-five percent of the membership make up a quorum.
- (c) A meeting must be called off if a quorum has not arrived **thirty (30)** minutes after the meeting is scheduled to start. The Board of Directors will initiate a new meeting.
- (d) If members have requisitioned a meeting and there is no quorum present **thirty (30)** minutes after the meeting was scheduled to start, the meeting must be called off. The Board of Directors does not have to call another meeting in response to the requisition.

3.9 Attendance by Non-Members

- (a) Employees of the co-op who are not members have the right to attend and speak at members' meetings unless the members decide otherwise. They cannot vote or make motions.
- (b) Other non-members can attend and speak at meetings only if the chair gives them permission. The members can reverse the chair's permission. Non-members cannot vote or make motions.



3.10 Record of Attendance

The secretary is responsible for recording the names of all persons who attend members' meetings.

3.11 Conduct of Members' Meetings

The **Rules of Order** will be decided by the Board of Directors and ratified by the membership.

The **Rules of Order** will be identified at all members' meetings.

The chair uses the Rules of Order to run members' meetings, and decides any question about procedure which is not in the Rules of Order. The members have the right to appeal the chair's ruling as stated in the Rules of Order.

3.12 Voting

- (a) Every member of the co-op has the right to one vote at any members' meeting. Anyone can vote who is a member at the time that the vote is held.
- (b) Only members who are present at the meeting can vote. Members cannot appoint someone else to vote for them.
- (c) A majority vote is needed to make any decision, unless a by-law, or the *Act*, states differently.
- (d) A two-thirds majority is needed to pass or amend by-laws.
- (e) An abstention is not counted as a vote. A tie vote defeats the motion.



ARTICLE 4: MEMBER CONTROL

4.1 Powers of Board of Directors and Members

- (a) The Board of Directors runs the business of the co-op. The members do not do this directly. However, the powers of the members include:
- electing directors under 5.4 of this By-law
 - removing directors under 5.11 of this By-law
 - approving the budget and housing charges under Article 4 of the Occupancy By-law
 - requisitioning directors to act under Article 4 of this By-law, and
 - appointing the auditor each year under 12.5 of this By-law.
- (b) The *Act* allows members' meetings to make decisions if:
- the by-laws or the *Act* say that a members' meeting must decide something
 - the by-laws or the *Act* give members the right to overrule a Board of Directors decision, or
 - members follow the procedures in the *Act* and in Article 4 of this By-law.

4.2 Requisition for Passing a By-law or Directors' Resolution

- (a) Ten percent of the co-op membership can requisition the directors to pass any by-law or directors resolution. They must sign and deliver a notice to the co-op's office. The notice must state the wording of the by-law or resolution.
- (b) The Board of Directors does not have to comply with the notice. If it wishes to comply, it must pass the by-law or resolution or make the decision within twenty-one days. If confirmation is required, the Board of Directors must also call a members' meeting to confirm it within the twenty-one day time limit, or put it on the agenda for a meeting that has already been called. The meeting does not have to be held within the twenty-one day limit.
- If the Board of Directors does not wish to comply with the notice, any of the members who requisitioned the meeting can call a members' meeting for that purpose. This members' meeting has the full power to pass the by-law or resolution. This is the only way that members can adopt a by-law that the Board of Directors has not passed.
- (c) The rules for these requisitions are in section 70 of the *Act*.



4.3 Requisition To Put a Resolution on the Agenda of a Members' Meeting

- (a) Five per cent of the co-op membership can requisition the directors to put a resolution on the advance agenda for the next members' meeting. They must sign and deliver a notice to the co-op's office. The notice must state the wording of the resolution. This notice may include an explanation of the resolution of no more than one thousand words. The Board of Directors will include this with the notice.
- (b) This procedure does not allow the members to:
- pass a by-law unless the Board of Directors has already passed it, or
 - make a decision unless the members already had the right to make it without a requisition.
- It does allow members to remove a director under 5.11 of this By-law.
- (c) Members can have any item put on the advance agenda for a members' meeting as stated in 3.6(d) of this By-law.
- (d) The rules for these requisitions are in section 71 of the *Act*.

4.4 Requisition for a Members' Meeting

- (a) Five percent of the members can requisition the directors to call a meeting for any purpose that is
- connected with the business of the co-op, and
 - is in agreement with the *Act*.
- They must sign and deliver a notice to the secretary of the Board of Directors through the co-op's office. The notice must state the purpose for calling the meeting.
- (b) The Board of Directors can include the business of the requisitioned meeting as part of any meeting that is scheduled during the time period stated in section 79 of the *Act*. Therefore, it is not necessarily a separate meeting.
- (c) This right to requisition does not allow the members to pass a by-law unless the Board of Directors has already passed it. This procedure is to be used when the Board of Directors is not calling members' meetings as often as it should. It does not give the members any authority which they do not already have.
- (d) The rules for these requisitions are in section 79 of the *Act*.



ARTICLE 5: BOARD OF DIRECTORS

5.1 Powers and Duties of the Board of Directors

- (a) The Board of Directors manages and directs the business of the co-op. It can use all the powers of the co-op, unless the *Act* or the by-laws say that a members' meeting is needed to decide on a specific matter.
- (b) The Board of Directors can act only by a decision at a proper Board of Directors meeting.
- (c) The Board of Directors must carry out the list of responsibilities attached to this By-law as Schedule C.

5.2 Number of Directors and Quorum

- (a) The Board of Directors is made up of ten directors.
- (b) Quorum at Board of Directors meetings means the minimum number of directors who must be present to hold a Board of Directors meeting and make decisions or transact any business.
- (c) Six directors make up a quorum to deal with the business of the co-op.

5.3 Who Can Act as a Director

- (a) To be a director, a person must be eighteen years or older and a member of the co-op for at least (6) six months, and a member in good standing*

* **Member in good standing:**

i. Honour your financial obligation to the Co-op by paying your housing charges on time. Making appropriate arrangements if this is not possible due to circumstances beyond your control. Have no more than (3) NF cheques in the past year. Must not owe arrears for more than one month.

ii. Attend a majority of General Members' meetings, including the Annual General Meeting as in accordance with the Occupancy By-Law. Abide by the policies and regulations adopted by the co-op. Support the democratic functioning of the Co-op by taking part in one or more specific activities each year.

- (b) A majority of directors must be Canadian citizens or landed immigrants. Anyone who is undischarged, bankrupt, or mentally incompetent cannot be a director.



- (c) Directors must be elected at a members' meeting. Members cannot be directors if they were present at a meeting and refused to accept the office. If absent, a person must agree in writing to be a director. They must do this within ten days of the meeting. If not, there is a vacancy on the Board of Directors and 5.12 of this By-law applies.

5.4 Election of Directors

- (a) Members elect the directors. Normally, elections take place at the annual meeting but they can be scheduled for another meeting. If vacancies occur, the Board of Directors appoints someone as stated in 5.12 of this By-law.

- (b) Sections 90 and 91 of *The Act* state the election procedures that the co-op must follow.

The election is by secret ballot. **Members must cast a number of votes equal to the number of positions to be filled. Any ballot which has more or less votes will not be counted.** Members cannot vote more than once for a candidate. Members cannot appoint someone else to vote for them.

- (c) If the number of nominees is equal to the number to be elected, or less, the secretary will cast a single vote in favour of all the candidates.

- (d) Members can vote only during a proper meeting. There must be a quorum present from the time the ballot boxes open until the final vote is cast. There does not have to be a quorum present while the votes are being counted and when the results of the vote are announced. If there is a tie and a quorum is no longer present, then the Board of Directors must call a new meeting to complete the election.

5.5 Election Committee or Officer

- (a) Before the meeting to elect directors, the Board of Directors can appoint an election committee or an election officer. The officer does not have to be a member of the co-op.

The election committee or officer is responsible for:

- giving information about the election to the members, including educating members on the duties and responsibilities of the Board of Directors
- getting candidates
- making sure that the election follows the rules stated in the *Act* and the co-op's by-laws, and
- supplying initialled ballots with a number of spaces equal to the number of directors to be elected.



- (b) The election committee or officer should try to have more candidates than the number of directors to be elected.
- (c) If the election committee or officer presents a list of candidates to the meeting, those candidates still have to be nominated. Members can nominate any other candidate.

5.6 Procedures for Elections

- (a) The members can appoint an election committee or officer. If the Board of Directors has appointed an election committee and officer for the election meeting, the members can approve this appointment for the meeting or appoint someone else. If no one is appointed, the chair can perform the duties of the election committee or officer or appoint someone else.
- (b) The candidates who receive the greatest number of votes are elected to the Board of Directors. The election committee or officer counts the votes and announces the results. The committee or officer shall not announce the number of votes that each candidate got or the order in which they finished.
- (c) A second election must be held immediately if there is a tie for the final position on the Board of Directors. In the second election only the candidates who were tied for the final position can be on the ballot.
- (d) If a quorum is present and a member moves to have a recount immediately after the results are announced, and the majority of members present agree, there must be an immediate recount with scrutineers present. Detailed results of the recount must be announced.
- (e) After the election, the election committee or officer must return the ballots to the ballot box. The ballots must be kept in a sealed container in the co-op office, or some other safe place, for **ten (10)** days. Then the officer shall destroy the ballots.
- (f) During the ten day period ten percent of the members can requisition a special members' meeting to recount the votes. If this happens, the ballots must be kept until the requisitioned meeting. There must be scrutineers present at the recount and detailed results must be announced. Until the recount, the results announced at the election meeting will stand.



5.7 Term of Office

- (a) The directors will have staggered terms. At the first election using this system, the five candidates with the largest number of votes will be elected to a two year term. The next five candidates will be elected to a one year term. All directors will be elected to two year terms from then on.

In a newly developed co-op, this system of staggered terms will begin with the first election after the co-op has housing units ready for occupancy.

If an existing co-op does not already have this system, it will begin at the first election after this By-law is passed.

- (b) Unless they resign or are removed, directors serve until the first Board of Directors meeting following the election of their successors.
- (c) No director can be elected for more than two consecutive terms. A mandatory break of one (1) year is required prior to re-election as director.

5.8 Conduct of Individual Directors

Each director must:

- act honestly and respectably, in good faith and in the best interests of the co-op at all times
- attend all Board of Directors and members' meetings, unless excused by the Board of Directors
- prepare for all meetings, and
- keep confidential any private information about the affairs of the co-op, its members or staff.

5.9 Indemnification of Directors

- (a) The co-op will indemnify all directors and officers, and their heirs and legal personal representatives, to the maximum extent permitted by section 110 of the *Act*. This includes paying for any judgment or costs against directors and officers less any costs that result from failing to comply with their duties to the co-op. The co-op will indemnify all employees to the same extent.
- (b) The co-op must purchase insurance to cover this liability. Each director may be required to pay a portion of the fees as determined by the insurance policy.



5.10 Resignation of a Director

A director can resign by giving written notice, delivered either to the president or to the secretary of the Board of Directors through the co-op office.

The resignation will not take effect until the Board of Directors accepts it. The Board of Directors must accept any resignation at the first meeting after it is received, unless it is withdrawn.

If a director enters into a repayment schedule and breaches the repayment schedule, they will have one month to get back on the payment schedule or they must resign their position on the Board of Directors, as they are no longer a member in good standing.

5.11 Removal of a Director

(a) **Members can remove a director**

The members can remove any director before the end of the director's term. Notice that a motion will be made to remove a director must be given at least ten (10) days before a general members meeting. This motion must be passed by a majority vote.

(b) **The Board of Directors can recommend removal**

The Board of Directors can recommend that the members remove a director if the director:

- is absent from **three (3)** consecutive Board of Directors meetings without permission or proper excuse
- has broken the confidentiality rules in Article 11 of this By-law
- has not carried out the other responsibilities of a director, or
- has not carried out the responsibilities of a member, or has broken the co-op's by-laws.

The Board of Directors must give written notice to the director of the Board of Directors meeting held to discuss the recommendation.

The notice must state:

- i. the time and place of the meeting, and*
- ii. the reasons for the recommendation.*

Notice must be given to the director at least ten days before the Board of Directors meeting.



The director can appear and speak at that Board of Directors meeting. The Board of Directors decides and votes on the recommendation without the director present.

If the Board of Directors votes to recommend the removal of a director, it must present a resolution to the next general members' meeting. The members must then make a decision. The director remains in office until the members make a decision.

5.12 Vacancy

(a) **When the members remove a director**

The members can elect any qualified person to replace the director for the rest of the term of the former director. If the members do not do this, then 5.12(b) applies.

(b) **When vacancies occur for any other reason**

If there is still a quorum on the Board of Directors, the directors can appoint a qualified person for the rest of the term of the former director.

The appointment takes effect immediately. But the election of the director must be put on the agenda for the next members' meeting. The appointment will be considered confirmed unless the members elect someone else.

If no quorum of directors remains in office, the remaining directors must call a members' meeting to fill the vacancies. At that meeting the members elect directors to serve the rest of the terms of the former directors.

(c) 5.4, 5.5 and 5.6 of this By-law apply to filling vacancies except that normally there is not an election committee.

5.13 Board of Directors Meetings

(a) **Place of meetings**

Board of Directors meetings must be held in the **Regional Municipality of Waterloo**.

(b) **Regular meetings**

The Board of Directors must hold regular monthly meetings on a date decided at the previous meeting, or at a regular time set by the Board of Directors.

(c) **Special meetings**

The Board of Directors can hold special meetings. A special meeting can be called by a decision of the Board of Directors, by the president or vice-president, or by a quorum of directors.

Each director must be given at least **three (3)** days written notice of a special meeting. The notice must state the general nature of the meeting's business.



(d) **Emergency meetings**

A special meeting of the Board of Directors can be called on less than **three (3)** days notice if:

- there is an emergency, and
- a quorum of directors is present at the meeting.

Emergency meetings can be called only in very unusual circumstances. Notice of an emergency meeting must be given in writing or by telephone, and both if possible.

There must be a report to the next regular directors' meeting of any decision made at an emergency meeting.

(e) **Agenda of a Board of Directors meeting**

An agenda should be given to directors before a Board of Directors meeting. The agenda contains the items that the directors will consider at the meeting. At regular meetings, the Board of Directors can consider but not adopt any motion if no notice of the item was given prior that meeting.

At special meetings or at emergency meetings, the Board of Directors can only consider the business stated in the notice, or the agenda given with the notice.

(f) **Giving up the right to a notice**

Directors can give up their right to a notice. This must be done in writing.

(g) **Chair**

The chair of Board of Directors meetings can be either the president or another person chosen by the Board of Directors.

The chair can vote on all matters which come before Board of Directors meetings, but cannot vote a second time if there is a tie.

(h) **Voting**

A majority vote is needed to make a decision.

(i) **Procedures**

This By-law's procedures for members' meetings and the Rules of Order also apply to Board of Directors meetings except when this By-law states differently. Procedures at Board of Directors meetings will be the same as members' meetings with all appropriate changes.

(j) **Taking part in meetings**

If none of the directors present at a meeting objects, any or all directors can participate in a Board of Directors meeting by telephone or other communication equipment. All the directors must be able to hear each other.



5.14 Members, Non-Members and Employees at Board of Directors Meetings

Members and employees of the co-op can attend Board of Directors meetings except when the Board of Directors makes a decision stating that some or all of the business of the meeting is confidential. Persons who are not directors can speak with the Board of Directors's permission, but they cannot make motions or vote.

5.15 Minutes of Board of Directors Meetings

- (a) The minutes, or brief summaries, of all Board of Directors meetings should be made available to members as soon as possible after the meeting.
A copy of the Board of Directors minutes must be available to members in the co-op office during regular office hours.
- (b) Confidential minutes must only be available to Board of Directors members unless the Board of Directors decides otherwise.



ARTICLE 6: OFFICERS

6.1 Meaning of "Officers"

Unless this By-law or the *Act* states differently, the word "officers" means only the officers as stated in this article. It does not refer to employees of the co-op.

6.2 Election of Officers

- (a) The Board of Directors elects the following officers annually, or more often as needed:
 - president
 - vice-president
 - secretary
 - treasurer
- (b) The Board of Directors can elect any other officers and give them any authority and duties.
- (c) The Board of Directors can fill vacancies as necessary.
- (d) All officers must be members of the Board of Directors.
The office of president or vice-president becomes vacant as soon as the office-holder resigns, or is removed, as a director.

6.3 Removal of Officers

This section deals with removing an officer. 5.11 of this By-law deals with removing a director.

- (a) A majority of the Board of Directors can remove any officer by a decision at any time and for any reason. Notice of this decision must be given to all directors.
- (b) The directors can immediately choose another qualified person from the Board of Directors to fill the vacancy.

6.4 Resignation of Officers

This section deals with the resignation of an officer. 5.10 of this By-law deals with the resignation of a director.

An officer can resign by giving written notice to the president or the office of the co-op. The resignation takes effect when the Board of Directors accepts it. The Board of Directors must accept any resignation at the first meeting after it is received, unless it is withdrawn.



6.5 The President and Vice-President

- (a) The president:
- gives leadership to the co-op
 - follows the decisions approved at Board of Directors and members' meetings, and
 - co-ordinates the work of the Board of Directors, committees, members and staff.
- (b) The president and vice-president work together to carry out the above responsibilities. They decide how they will share them. They review their roles regularly to make sure that they are carrying out all the responsibilities.

6.6 The Secretary

- (a) The secretary must ensure that:
- all required notices of Board of Directors and members' meetings are given
 - all necessary documents for Board of Directors and members' meetings are provided
 - the minute book of the co-op is kept up to date
 - all legally required notices are given, such as the notice of meetings
 - all necessary notices are filed with the Ministry of Finance
 - complete minutes of all Board of Directors and members' meetings are kept and distributed before the next meeting, and
 - a copy of all new by-laws is given to the members as soon as possible after they are confirmed.
- (b) The secretary need not personally perform these duties if they are part of staff duties.

6.7 Recording Secretary and Corporate Secretary

The Board of Directors can appoint a recording secretary and a corporate secretary.

- (a) A **recording secretary** takes and distributes the minutes of Board of Directors and members' meetings.
- (b) A **corporate secretary** is responsible for all the other duties of the secretary.

6.8 The Treasurer

- (a) The treasurer must understand and review the co-op's finances and report on them to the Board of Directors, the finance committee and the members.
- (b) The staff is responsible for the day-to-day financial management of the co-op.



6.9 General Duties of Officers

The officers shall perform their respective duties in accordance with all resolutions passed by or direction given by the meetings of the Board of Directors. The officers shall perform such additional duties as may be assigned to them by the members or the Board of Directors and shall act as signing officers where set out in the By-Law.



ARTICLE 7: DELEGATES/MEMBERSHIP IN FEDERATIONS

7.1 Meaning of "Delegates"

Unless this By-law or the *Act* states differently, the word "delegates" means only the members as stated in this article. It does not refer to employees of the co-op.

7.2 Election of Delegates

- (a) The Board of Directors elects the following delegates annually, or more often as needed:
- the delegate to the Central Ontario Co-operative Housing Federation.
 - the delegate to the Co-operative Housing Federation of Canada.

All delegates will be elected. The Board of Directors can fill vacancies as necessary.

7.3 Removal of Delegates

This Section deals with removing a delegate.

- (a) A majority of the Board of Directors can remove a delegate by decision at any time and for any reason. Notice of this decision must be given to all directors.
- (b) If the delegate is not an officer or a director, the delegate is also entitled to notice of the meeting and the opportunity to be heard at the meeting.
- (c) The directors can immediately choose another qualified person to fill the vacancy.

7.4 Resignation of Delegates

This section deals with the resignation of a delegate.

- (a) A delegate can resign by giving written notice to the president or the office of the co-op. The resignation takes effect when the Board of Directors accepts it. The Board of Directors must accept the resignation at the first meeting after it is received, unless it is withdrawn.



7.5 Responsibilities of the Delegate

A delegate shall:

- represents the co-op at meetings for which they are delegates
- informs the Board of Directors and the members of what occurred at the meetings.
- provides information at meetings that reflect the views and concerns of the co-op, and
- votes on behalf of the co-op at meetings with direction from the Board of Directors.

7.6 Membership in Federations

The co-op should become a member of co-operative federations and associations which support and promote co-operative housing. The co-op must pay the reasonable expenses of members appointed to attend federation activities.



ARTICLE 8: STAFF

8.1 Employment of Staff

- (a) The Board of Directors hires employees to fill all staff positions.
- (b) The Board of Directors shall provide a job description for each staff position. The job description states the responsibilities, authority and accountability of the position.
- (c) The Board of Directors and the members must pass a by-law or a special resolution if they want to employ an outside agency to provide management services.
- (d) A permanent employee cannot live in the co-op.

8.2 Supervision of Staff

- (a) The Board of Directors is responsible to ensure that all staff duties are performed and that all legal requirements are met.
- (b) The Board of Directors is the final authority for relations to employees and sets all terms of employment.
- (c) The employees work under the instructions of the Board of Directors. The personnel policy shall state the structure for staff.
- (d) Employees must provide any information about their position that the Board of Directors requests.



ARTICLE 9 COMMITTEES

9.1 Definition

A committee is defined as a group of three (3) or more members created under Section 9.2 of this By-law and organized as outlined in Section 9.5 of this By-law

9.2 Creating Committees

There are two (2) ways to create a committee:

- (a) The Board of Directors can create a committee. In creating a committee the Board of Directors shall decide on or approve the duties and authority of the committee and appoint or approve the committee's membership.
- (b) The member's meeting can create a committee. In creating a committee the members meeting may decide on the duties of the committee and appoint the committee's membership. These duties are limited by 9.4 (b) of the By-law. If the members' meeting does not decide on the duties of the committee, or appoint the committee's membership, the Board of Directors can do so.

9.3 Dissolving Committees

There are two (2) ways to dissolve a committee:

- (a) The Board of Directors may dissolve a committee by a resolution. The resolution must state the reason a committee is being dissolved.
- (b) A members' meeting may dissolve a committee by a resolution. The resolution must state the reason a committee is being dissolved.
- (c) Reasons for dissolving a committee may include but is not limited to the following:
 - i. *the committee has completed its duties.*
 - ii. *the duties of the committee are no longer required by the co-op.*
 - iii. *the committee has ceased to function or perform their assigned duties.*
 - iv. *there are insufficient members of the committee to carry out the duties.*
 - v. *the committee fails to report to the Board of Directors or the members.*



9.4 Role of Committees

- (a) Each committee reports to the Board of Directors as required, at least quarterly and to the members annually.
- (b) A committee must have the authority from a By-law, policy or a resolution passed by the Board of Directors to perform their committee functions.

9.5 Organization of Committees

(a) Types of Committees

There are two (2) types of committees:

- i. *A standing committee is a committee established for a on-going or permanent time with continuing duties and authority.*
- ii. *A special or ad hoc committee is committee established for a limited time with specific duties and authority. A special committee is dissolved when its time or duties have been fulfilled.*

(b) Committee Membership

- i. *Committee members are appointed or approved by the Board of Directors annually at the first meeting after the Annual General Meeting or appointed by the members at a members' meeting.*
- ii. *New committee members are appointed or approved, upon receipt of a motion from the committee, by the Board of Directors as required.*
- iii. *Committee members may be removed from a committee for any of, but not limited to, the following reasons:*
 - *Failure to positively participate in the activities of the committee.*
 - *Failure to attend three (3) consecutive meetings of the committee without giving regrets.*
 - *A breach of conflict of interest or confidentiality as outlined elsewhere in this By-law.*
- iv. *An ex officio member of a committee is a full, voting member who is on the committee because of another position held that automatically carries that committees membership with it. An ex officio member of a committee can be removed from the committee only by losing the position.*
- v. *All changes in committee membership must be reported to the next Board of Directors meeting.*



(c) **Committee Chairperson**

The committee will choose its own chairperson. The chairperson is responsible for all activities and reporting of the committee.

(d) **Other Committee Positions**

The committee may choose other positions and assign specific committee tasks to these positions provided the tasks do not conflict with any By-law or policies of the co-op.

(e) **Meetings**

- i. All committee meetings are open to all members, unless the meeting, or portions of the meetings have been previously declared confidential.*
- ii. Notice of committee meeting must be available ten (10) days prior to the meeting. Whenever possible, the agenda shall accompany the notice.*
- iii. Minutes of all committee meetings shall be available within 48 hours by filing them with the office.*

(f) Quorum for committee meetings shall be one half of the approved members plus one.

(g) When given the authority by the Board of Directors, a committee may expend money only by a motion duly passed by the committee.

(h) A committee must have prior Board of Directors approval before engaging in fundraising activities. A committee must report, as required in section 9.4(a) of this By-law, the total receipts, total expenses and balance of any fundraising activity.



ARTICLE 10: CONFLICT OF INTEREST

10.1 Carrying Out Duties

All officers, directors, committee members and employees must carry out their duties honestly, in good faith and in the best interests of the co-op as determined by the Board of Directors, rather than in their own interest.

10.2 Payment of Directors and Officers

- (a) Directors and officers serve without payment of any kind. However, they have the right to be paid for travelling or other expenses while doing business for the co-op as long as the expenses are reasonable. The Board of Directors must authorize these expenses. These expenses must meet the guidelines and limits set by the Board of Directors. Directors and officers cannot receive compensation for lost income while doing business for the co-op.

Directors and officers cannot enter into any contracts with the co-op other than contracts that are generally available to other members, such as occupancy or performance agreements.

- (b) Directors and officers hired by the co-op to a paid position must take a temporary leave of absence from the Board of Directors during the time of their employment.

10.3 Types of Conflict of Interest

- (a) A conflict of interest is when someone benefits personally in any way from a decision of the co-op. This Article covers conflicts of interest of officers, directors, committee members and employees. It also covers all persons in their households and relatives.

- (b) A conflict of interest can happen when someone living in the co-op or an employee:
- makes or takes part in a decision affecting the co-op's affairs, and
 - has a financial or other interest in, or gets a benefit from, the result of that decision which the rest of the co-op members do not have, or which only a few other members have.

10.4 Determining Whether There Is a Conflict of Interest

- (a) Careful judgment is needed to decide whether or not there is a conflict of interest. Each case shall be dealt with individually.



- (b) **When a director has or may have a conflict of interest:**
- i. *The director should declare the conflict of interest at the Board of Directors meeting considering the matter.*
 - ii. *If a director does not declare a conflict of interest, but another director perceives one, the other director shall bring it to the attention of the Board of Directors. The Board of Directors then decides whether there is a conflict of interest.*
 - iii. *If there is a conflict of interest, the director cannot vote on the matter and must not be present during any of the meetings discussing the matter.*
- (c) **When a committee member has or may have a conflict of interest**
If a committee member has or may have a conflict of interest, the committee must follow the same procedure as the Board of Directors. If there is a dispute, the matter can be appealed to the Board of Directors. The Board of Directors decision is final.
- (d) **When an employee has or may have a conflict of interest**
An employee who has or may have a conflict of interest must report it to the employee's supervisor, and follow the supervisor's directions.

The manager must report a conflict of interest to the staff liaison officer, if there is one, or to the president who will report it to the Board of Directors. The manager must follow the Board of Directors' directions.
- (e) **All other conflicts of interest**
If any member or officer acting for the co-op has or may have a conflict of interest, that person must report it to the Board of Directors.

10.5 Personal Relationships

Sometimes decisions have to be made which affect the friends or relatives of officers, directors and committee members. If the relationship is close enough, there may be a conflict of interest.

10.6 Members' Conflict of Interest

At members' meetings, all members can take part in discussions and vote as they wish, even if they have a conflict of interest. If a member has a conflict of interest, the member must declare the conflict of interest before taking part in the discussion. All actions shall be in the best interests of the co-op as a whole.



ARTICLE 11: INFORMATION AND CONFIDENTIALITY

11.1 Definition

Confidential information is any personal facts or conditions pertaining to a member's, staff's, or another person's life, which has been communicated to the co-op by the member or verified as accurate by a third party, for definite purposes related to determining eligibility for membership/employment, eligibility for housing for subsidy/remuneration, continued membership/employment or any other similar purposes.

11.2 Handling of Confidential Information

- (a) In the course of conducting the business of the co-op at the Board of Directors or committee, or individual level, members and staff will become aware of confidential information. Unless required to do so by law or for the safety, well being or "best interest" of the co-op and its member, this information must not be passed on to anyone else even after the person is no longer a member of the Board of Directors, committee or the co-op.
- (b) In determining the confidentiality of information, it is the individual's judgment which is a major factor. However, in matters of doubt or dispute the Board of Directors must decide the confidentiality of any information.
- (c) In deciding the confidentiality of information, the Board of Directors must balance the right to confidentiality of the individual with right of the members to be fully informed about the co-op's business.

11.3 Using Confidential Information

- (a) Confidential information may be used by the Board of Directors and committees in decision making, providing the information is accurate and relevant to the decision and in reporting the result of the decision in minutes or whenever the confidentiality of the information is preserved.
- (b) The Board of Directors may declare an issue under discussion as confidential using the criteria set out in 11.2(c). There must be a good reason for declaring an issue of confidentiality. In this case, separate minutes shall be kept in a separate section of the minute book and only the Board of Directors and staff can see these confidential minutes.



11.4 Access to Member's Files and Accounts

Members have the right to see their own personal files and financial accounts during co-op office hours. Members may have to make an appointment. If any member believes that there is an error in their personal file or accounts, co-op staff should try to correct the problem. If staff does not think there is a mistake, they should explain the record to the member. If the member is still not satisfied, the member can take the matter to the Board of Directors by sending a letter to the Board of Directors or going to a Board of Directors meeting.

Members can put written statements in their own files.

11.5 Divulging Confidential Information

Knowingly or willfully divulging confidentiality information without just cause will be considered as a violation of this Article whether or not a confidential agreement has been signed.



ARTICLE 12: FINANCIAL

12.1 Fiscal Year

The fiscal year of the co-op starts **August 1** and ends **July 31** of the following year.

12.2 Bonding Officers and Employees

The following persons must be bonded:

- every officer or employee in charge of, or handling money or securities
- every signing officer, and
- any other officer, director, employee, or person under contract that the Board of Directors decides should be bonded.

12.3 Operating and Capital Budgets

(a) Preparing the Operating Budget

Each year, the co-op 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. The budget must contain:

- the total expected cost of operating the co-op
- the charges proposed for each unit, and
- the cost of any special expenses which the Board of Directors suggests and the charges that would result.

(b) Capital Expenses

The Board of Directors 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 effect of the proposed expenses on the co-op's operating budget.

12.4 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting contains mention of the budget. 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 ten (10) days before the budget meeting.



12.5 Auditor

- (a) The members appoint an auditor at each annual members' meeting. The auditor can be either a chartered accountant or a chartered accountant firm.
The auditor stays in office until the members appoint the next auditor. The Board of Directors will arrange for payment of the auditor if authorized by the members.
- (b) Sections 124 and 125 of the *Act* state how to remove an auditor and appoint a different auditor.
- (c) The auditor must have access to the books, accounts and vouchers of the co-op at all reasonable times.
- (d) The directors, employees and officers of the co-op must provide any information and explanations which the auditor needs.

12.6 Auditor's Report

The auditor reports at the annual members' meeting on the financial statement of the co-op.

12.7 Signing Officers

- (a) The president, vice-president, secretary and the treasurer will be signing officers.
- (b) All cheques or other negotiable documents must be signed by two signing officers, one signature shall be that of the President or Treasurer of the Board of Directors. Officers must never sign a blank cheque.
Before signing a cheque or other negotiable document, the officers must make sure that the expense has been properly approved.
- (c) All other documents must be signed by two signing officers. This includes any written commitment of the co-op such as a contract for work to be done. Before signing a document, the officers must make sure that the document has been properly approved.
The Board of Directors can make a specific decision to appoint any officer, director or employee to sign documents, or any class of documents, for the co-op.
- (d) Signing officers must have Board of Directors approval before making any commitments, or entering into contracts or obligations, for the co-op.
- (e) When authorizing a document, the Board of Directors can decide its exact form. If it does not, the signing officers can approve the final document.
- (f) Anyone who has the authority to sign documents can also put the corporate seal on a document.



12.8 Power to Borrow

- (a) The Board of Directors can
- borrow money on the credit of the co-op
 - issue, sell or pledge securities of the co-op, and
 - use the property of the co-op as security for a loan or payment of a debt.
- (b) Total liabilities under 12.8(a) cannot be more than \$25,000, unless the members approve by a special resolution.
- (c) The co-op has or will get a first mortgage loan under a government program. The Board of Directors may authorize this loan without a special resolution. This includes preliminary funding prior to taking out the first mortgage.
- The Board of Directors must pass a special resolution to obtain any new first mortgage if the co-op has units ready for occupancy. The Board of Directors does not have to pass a special resolution if it is renewing or refinancing an existing loan without increasing the principal.

12.9 Investment of Co-op Funds

- (a) The Board of Directors can invest co-op funds in government bonds, treasury bills or other securities backed by the governments of Canada or Ontario. The Board of Directors can deposit funds with a
- credit union
 - chartered bank
 - trust company, or
 - Province of Ontario Savings Office.
- The Board of Directors must not invest co-op funds in any investment or security other than those mentioned above without the approval of the members.
- (b) To help promote co-operative principles, the Board of Directors should consider investing co-op funds in a credit union.
- (c) If there are any reserve or special funds, money earned on them will be put back into the funds.
- (d) When investing funds the Board of Directors must comply with any limitations in the co-op's agreements with funding authorities.



ARTICLE 13: NOTICE

13.1 Definition of a Notice

Notices include committee, Board of Directors and membership meetings, notices to attend meetings and notices of co-op operations.

13.2 Defects in Notice

A minor error or omission in any notice will not affect any decision made by the Board of Directors or members. This includes accidentally failing to give notice to a person entitled to it. It also includes a person's not receiving a notice that has been sent.

13.3 Delivery of Notice

- (a) Except where the *Act* states otherwise, the co-op needs to give only one notice per unit. Any notice or other document can be:
- handed personally to the member
 - left with an adult in the member's unit
 - left in the mail box
 - taped to the door
 - delivered in any other reasonable manner to the member's unit, or
 - put in the member's box in the co-op's internal mail box system.
- (b) These rules do not apply to notices given to members when they are being evicted. The rules for eviction notices are in Article 9 of the Occupancy By-law.

13.4 Calculating Time for Notices

When calculating the time for a notice, the date on which the notice is given is not counted, but the date of the meeting or event is counted.



MEMBER HANDBOOK – SECTION V – BY-LAWS





SCHEDULE A DIRECTOR'S INDEMNITY AGREEMENT

To:

[_____]

You have agreed to be a Director. The Co-op agrees to indemnify you to the maximum extent permitted by section 110 of the *Co-Operative Corporations Act*. This includes paying for any judgement or costs against you less any costs that result from failing to comply with your duties to the Co-op.

Signature for the Co-op:

Co-op:

[_____]

By:

[_____]

Date:

[_____]



MEMBER HANDBOOK – SECTION V – BY-LAWS





SCHEDULE B CONFIDENTIALITY AGREEMENT

Confidential information is:

- Personal and financial information about members,
- personal information about Co-op employees, and
- information about Co-op business which, if misused, may be harmful to the Co-op.

I agree that I will keep to myself any confidential information that I know through my position with the Co-op unless otherwise authorized by the Board of the Co-op. This applies while I am a member of the Co-op and after I leave the Co-op.

Name:

[_____]

Signature:

[_____]

Date:

[_____]



MEMBER HANDBOOK – SECTION V – BY-LAWS





SCHEDULE C

BOARD OF DIRECTORS RESPONSIBILITIES

The Board has the following responsibilities:

Members

- approves or rejects membership applications as stated in the by-laws
- sets the advance agenda for all general members' meetings
- reports to the members on the activities of the Board and committees
- pays attention to the social and community needs of the members and
- makes sure that education about Co-operatives is available to members.

Organization

- makes sure that the by-laws and continuing resolutions of the Board are adopted and reviewed regularly
- gives a clear outline of the responsibilities of staff, committees and members
- directs and coordinates the activities of all committees
- makes sure that the Co-op's property is well maintained and
- involves the Co-op in the broader Co-operative movement and in the local community.

Finances

- oversees the financial affairs of the Co-op
- makes financial decisions for the Co-op, and
- makes sure that the Co-op has enough insurance coverage.

Employees

- hires, fires and directs employees as stated in the by-laws
- sets the salary and employment terms of employees and
- makes sure that education about co-operatives is available to employees.

The Board can delegate some of these responsibilities to committees or staff. However the Board has the final responsibility.



MEMBER HANDBOOK – SECTION V – BY-LAWS





SHAMROCK CO-OPERATIVE HOMES INC.

BY-LAW No. 2

OCCUPANCY BY-LAW

A By-law which contains the rights and obligations of Shamrock Co-operative Homes Inc. and its members.

Passed by the Board of Directors on the 9 day of January, 1995.

Confirmed by the Members on the 15 day of January, 1995.



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BY-LAW No. 2 – OCCUPANCY BY-LAW

Shamrock Co-operative Homes Inc. owns and operates housing on a non-profit, co-operative basis for occupancy by its members. This By-law contains the rules under which Shamrock Co-operative Homes Inc. 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 the "Act" when questions come up regarding co-op by-laws, policies and procedures.



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 co-op and the members must obey this By-law and its schedules and appendices even if a particular member has not signed an Occupancy Agreement. Members must sign the appendices if it applies to them.
- (b) Some by-laws and agreements, such as the 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 takes the place of or amends 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 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, By-law 1, By-law 2 and By-law 3
 - fourth, the other by-laws, and the legally adopted policies, rules, and regulations of the co-op.



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
- use their parking spaces, and
- use the co-op's common facilities.

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 and any and 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) Each member of the co-op must pay housing charges. Housing charges are made up of:
- the one-time membership fee of \$15.00
 - monthly housing charges, less any subsidy
 - the member loan,
 - co-op sector support fees
 - other charges that members must pay under any of the co-op's by-laws.
- (c) Members must pay their housing charges on or before the last day of each month as per the Arrears Policy.
- (d) The housing charge does not include the following costs to members:
- gas for a townhouse
 - water for a townhouse
 - hydro
 - telephone
 - cable television
 - insurance on members personal property,
 - member's personal liability insurance.

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

- (e) A late fee will be charged to the Member to cover the extra cost to the co-op of administering late payments of Housing Charges as per Arrears Policy. Any such fee shall be charged in an amount and in such manner as may be established by the Board of Directors from time to time and confirmed by the Members.

3.2 Member Loan

- (a) **Paying the Member Loan**
Members must pay a member loan to the co-op. Members must pay this loan before moving into their unit, unless the co-op determines a payment plan.
- (b) **The Amount of the Member Loan**
Members must pay a member loan equal to the monthly market housing charge. This may be paid all at once, or in a predetermined payment plan.



(c) **Adjusting the Member Loan**

When there is a change in the monthly market housing charge, the co-op adjusts the amount of the member loan. The members' meeting discussing the budget can decide differently. If the member loan 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 returned or credited on future charges.

(d) **Returning the Member Loan**

The co-op will return the member loan when the member leaves the unit permanently, and the unit has had a final inspection. Before returning the loan, the co-op will deduct any amount which the member owes because:

- the member did not give enough notice as stated in 8.1 of this By-law
- the final inspection of the unit (completed after the member vacates) determines that the unit was not left in the condition stated in 5.8 of this By-law as well as the co-op "Members Move Out Responsibilities".
- the member owes money to the co-op, or
- the member did not pay the last month's housing charges.

(e) **Interest on the Member Loan**

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

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:

- 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 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-laws.

3.4 All Charges Are 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 loan for each unit as a whole. If more than one adult 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 occupant(s) remain 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
- 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

Housing Charge Subsidies are available in accordance with the Ministry of Housing Operating Agreement as reflected in the Subsidy Bylaw.

3.7 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 Meetings may result in terminating membership and occupancy rights in accordance with the provisions of Article 9 of this Bylaw.*
- iii. When proceeding in accordance with the provisions of Article 9 of this Bylaw, every effort will be made to use the Performance Agreement, 9.6, as a vehicle to resolve the problem.*

(b) **Operation of the Co-op**

- i. All members must make a positive contribution in time and effort towards the operation of the co-op, unless excused in writing by the Board as per the Member 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 5.8 Maintenance and Repair.*
- iii. Members who over-participate or participated in a manner which is not in the best interest of the co-op do not make a positive contribution in time and effort towards the operation of the co-op.*
 - iv. The Board of Directors will determine if a member is making a positive contribution in time and effort towards the operation of the co-op.*
 - v. Failure to make a positive contribution of time and effort towards the operation of the co-op may result in terminating membership and occupancy rights in accordance with the provisions of Article 9 of this By-Law.*
 - vi. When proceeding in accordance with the provisions of Article 9 of this Bylaw, every effort will be made to use the Performance Agreement, 9.6, as a vehicle to resolve the problem.*

3.8 Members Insurance

Members must purchase adequate insurance coverage for the contents of their units and for parked vehicles. Members must provide proof of insurance coverage for their units and parked vehicles on an annual basis, or more often if requested by the Board, to the Co-op Office.



ARTICLE 4: SETTING HOUSING CHARGES

4.1 The Members Set the Housing Charges

Market 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 when they are asked to consider an increase in housing charges. Article 12.3 of By-law No. 1 Organizational 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 Date of Change in Housing Charges

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

Notice of change in housing charges must be delivered to each unit within a reasonable time after the meeting.

- (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.

4.3 Mid-year Change in Housing Charges

The board may feel that there should be a change in the total operating expenses and/or housing charges during a fiscal year. If so, the board must call a special members' meeting to consider the change. The board will prepare a budget or statement showing the reason for the change.



ARTICLE 5: USE AND BEHAVIOUR

5.1 Residences

Units can only be used 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 and the written consent of the co-op is given.

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 or knowingly permit 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 and Agreements

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

- 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.

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 must not increase the co-op's insurance costs, or any other cost or liability of the co-op.

Members must purchase adequate insurance coverage for the contents of their unit.

Members must provide proof of insurance coverage for their unit on an annual basis, or more often if requested by the Board of Directors.



5.6 Privacy and Unit Access

(a) **Emergency**

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) **Maintenance Inspections**

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

(c) **Maintenance Repairs or Renovations**

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

(d) **Showing a Unit After Notice of Termination**

After giving a member 24 hours 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.

(e) **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 and the notice can allow more than one entry into a member's unit.

5.7 Violence

The co-op is a community which includes all the residents and employees. 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. 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's Services.



5.8 Maintenance and Repair

(a) **Cleanliness**

The member's unit must meet the standards of cleanliness and maintenance set by the Co-op and/or maintain standards as set by 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 common areas, both inside the units and outside
- the member will be responsible for the cleanliness, routine 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.

(b) **Maintenance**

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. The policies, rules and regulations may include maintenance of units, grounds and common areas.

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

(c) **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 improvement.

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.

d) **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.



(e) **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.

(f) **Reporting Problems**

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

(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. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.

(h) **The Responsibility of the Member**

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.

(i) **Neglect of Responsibilities**

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

(j) **Appliances**

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

(k) **Moving Out of the Unit**

When members move out of a unit, they are responsible for leaving the unit and appliances in clean and good order.



5.9 Acts of Others

- (a) Members are responsible to ensure that their household or guests will obey all by-laws, policies, rules, and regulations adopted by the co-op from time to time.
- (b) Members are responsible for any act or failure to act of their household or guests. Members may be evicted as a result of any such act or failure to act.
- (c) The co-op will not be responsible to the individual member for any direct or indirect violation of the policies, rules and regulations by another member or person.

5.10 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 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 Internal Moves Policy 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 the change to the co-op office. If the household size has decreased, the notice must give the names of the persons who no longer live in the unit.

Members must agree to a credit check of any new person in their household. The new person must sign a consent (to a credit check) if the co-op asks for it. Members 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.

- (b) The maximum number who can live in each unit type is:

- one-bdrm. apartment..... 2 persons
- one-bdrm. accessible apt..... 2 persons
- two-bdrm. apartment..... 4 persons
- two-bdrm. accessible apt..... 4 persons
- two-bdrm. accessible townhouse..... 4 persons
- three-bdrm. townhouse..... 6 persons
- three-bdrm. accessible townhouse..... 6 persons
- four-bdrm. townhouse..... 8 persons.

These are the "Maximum Occupancy Standards".

- (c) The minimum number of persons who can live in each of the co-op's unit types is:

- one-bdrm. apartment..... 1 person
- one-bdrm accessible apartment..... 1 person
- two-bdrm. apartment..... 2 persons
- two-bdrm. accessible apartment..... 2 persons
- two-bdrm accessible townhouse..... 2 persons
- three-bdrm. townhouse..... 3 persons
- three-bdrm accessible townhouse..... 3 persons
- four-bdrm. townhouse..... 4 persons

These are the "Minimum Occupancy Standards".



There cannot be more than one person to a bedroom except;

- spouses will be assigned one bedroom, however if one or both spouses has a medically documented handicap, a couple may be assigned separate bedrooms.
- adults other than spouses may agree to share a bedroom.
- two children of the same sex may be assigned to one bedroom and children of the opposite sex under age five may share a bedroom if agreed to by the parent.
- if a parent and child are of the same sex, the parent agrees and the child is under the age five, a bedroom may be shared.

NOTE: *These standards are to be adhered to as closely as possible when allocating units and during occupancy. While it is recognized it may be necessary to exercise a degree of discretion in some cases, variations from these standards should be considered individually and be fully documented. Records should be maintained regarding such exceptions since these may be necessary in case of dispute resulting from the Project Audit.*

The Board has the right to allow anything different.

In this schedule "Spouse" means two persons who:

- are married to one another or who represent that they are married to one another.
 - not being married to one another evidence an intention to cohabit in a relationship of permanence or represent that they intend to do so.
- (d) If a member's household does not meet these standards, the Board of Directors will normally require the household to move to a unit of the proper size. If the co-op has an existing unit of the proper size, the Board of Directors will put the member at the top of the internal waiting list for that type of unit. The member must accept the first unit offered. However the Board of Directors can decide not to require the household to move if:
- The situation is temporary, or
 - The Board of Directors decides that there are special circumstances that justify letting the household stay in the unit.
- (e) If the Board of Directors is going to consider a resolution to require the member to move, it must give the member ten days written notice of the meeting.
- (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 may, within ten (10) days, appeal the Board's decision at a meeting of the members. The Board's decision is not final until the appeal is decided or dropped.



- (g) The board can evict the member if:
- The member does not accept the first habitable unit offered, or
 - The board decides not to put the member on the internal waiting list because there are no units of a suitable size.

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

- (h) If the board decides to evict the member, the date must be at least sixty days after the Board meeting that required the member to move.

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

6.3 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 that will be sold. The resolution can deal with the position of these members on the internal waiting list.

6.4 Government Takeover of the Co-op Ownership

- (a) When a government body takes over ownership of the co-op by expropriation, member's occupancy rights against the co-op end on the date the takeover is final.
- (b) Members cannot profit from the takeover. This does not include any 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 right to sue or make any other claim in the name of the member.

6.5 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.
- The co-op shall not be liable for delay caused by the insurance adjustment, restoration or providing alternate accommodations.



6.6 Co-op's Responsibility for Insurance

- (a) The board shall be responsible for maintaining insurance to protect the co-op against liability as well as insurance generally against loss or damage to the property of the co-op. The co-op shall not be responsible for maintaining insurance covering theft of or damage to property owned by the Member.
- (b) The Co-op shall not be liable for any damage to property entrusted to employees and other representatives of the co-op, or
- (c) The Co-op shall not be liable for any loss to the member's property by theft or otherwise.



ARTICLE 7: OCCUPANCY BY MEMBERS

7.1 Policy

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

- A member
- Any other members living in the unit
- Persons under sixteen living in the unit, and
- Persons who have turned sixteen and continue to live in the unit.

The co-op does not consider anyone else as part of a member's household. 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-residential spaces, if any. Any leases, agreements or applicable laws govern the co-op's relations with them.

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

The above stipulations do not apply if the non-member becomes a member of the co-op.

7.2 Additions to Household

Members may wish to add to their household someone over sixteen years of age who is a guest and not a member. That person must apply for membership in the co-op. 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 as permitted under 7.4 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. A person may apply at sixteen as well. However, a person who is a part of a member household, and in school full time, does not need to apply for membership until they have completed full time school, or turn twenty-one (21), whichever is the lesser.



7.4 Visitors & Guests

Visitors

- (a) Persons who visit the member during the day and/or evening or who stay up to two (2) nights on an occasional basis, but whose principle address is outside Shamrock Co-op.
- (b) Visitors may come to the unit as frequently as the member invites them.

Guests

- (a) Persons who are staying with a member for a limited time of more than two (2) days, but to a maximum of two (2) weeks.

Refer to the Visitor and Guest Policy for more clarification.

7.5 Principal Residence

All members must use their co-op units as their principal residence and personally occupy them.

The Member agrees not to abandon or permit the Unit to be vacant for a consecutive period exceeding thirty (30) days or, during the regular heating season, for a period exceeding forty eight (48) hours, without the prior consent of the Board or its designated representative, which consent will not be unreasonably withheld.

7.6 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.7 No Profit

Members are limited in gaining benefit or profiting in the following ways:

- The co-op may not pay any of its assets to the members except through limited patronage returns, or reasonable payments for goods or services provided by a member;
- Members cannot receive payment for moving out of their unit and letting someone else take over (usually known as key money).
- Members cannot receive payment for structural improvements to their units.

7.8 Co-op Employees

A permanent employee of the co-op cannot be a member of the co-op.



7.9 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. The *Landlord and Tenant Act* applies to this tenancy
- (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.

7.10 Death of a Member

The rights of use and occupancy granted to the Member by this Occupancy Agreement shall cease on the death of the Member and shall not rest in the heirs, executors, administrators, legal representatives, legatees, distributees and assigns of the Member. However, all outstanding charges herein at the date of the death of the Member shall become a charge upon the estate of the Member.



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 can withdraw a notice if the co-op has not obligated itself to provide the unit to a new occupant. In some instances the Board may decide to refuse to allow members to withdraw notice. Members can appeal this decision to a member's meeting within ten (10) days.
- (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 co-op needs to get possession of a unit of a member who has given notice, but has not vacated the unit, 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.

8.4 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.



8.5 Founding Board Members

Someone who has been a member of the co-op before it has any housing units ready for occupancy has no right to a unit of housing unless they go through the ordinary unit allocation procedures of the co-op. Anyone who was a member at the time the co-op first obtained a unit of housing ready for occupancy will automatically cease to be a member of the co-op three months after that date unless:

- a unit is allocated to them before the end of the three month period (whether or not the unit is ready for occupancy), or
- the person is still a director of the co-op. In this case, membership will cease as soon as they are no longer a director.



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".

9.2 When the Co-op Can Evict a Member

- (a) The board can evict a member if the member:
 - i. has been late in paying housing charges.*
 - ii. has broken the by-laws.*
- (b) The board can also evict a member if a person the member is responsible for, under the by-laws, has done any of the above.
- (c) The board can evict a member under 6.2, a resolution referred to in 6.3 and a decision on membership referred to in 5.5 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.
The board can base its resolution on the model in Schedule C 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 (10) days before the meeting.
The notice must be signed by an officer.
- (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*
 - iv. the proposed eviction date,*
 - 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, and*



- (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 notice must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the board meeting:
- i. *Fourteen (14) days if the member owes charges to the co-op*
 - ii. *Sixty (60) days if the member's household size breaks the co-op's occupancy standards*
 - iii. *Fourteen (14) days 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 B 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 (5) days of the meeting. The notice must be signed by any officer.

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

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

9.4 Right of Appeal

- (a) A member can appeal the board's decision. The decision is not effective until the appeal is decided or dropped.
- (b) A member who wants to appeal must give a notice of appeal to the co-op office within seven (7) 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*
 - ii. *put the matter on the agenda for another members' meeting.*

However, there must be at least fourteen (14) days between the time 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:
 - 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 two 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:
 - 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.*

9.6 Performance Agreements

- (a) The co-op can sign a performance agreement with the member.
- (b) The performance agreement may state how the member will:
 - i. carry out obligations in the future*
 - ii. correct any past problem, and*
 - iii. compensate the co-op for any losses.*

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 Schedule E of this By-law.
- (d) If the member breaks the performance agreement, then the board will continue the eviction. 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 resolution of eviction will not be effective if the member carries out any acts and or conditions that the board states in the resolution within the time period specified in the resolution.
- (f) The performance Agreement must state the length of time that the agreement is in force.

9.7 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.



ARTICLE 10: MISCELLANEOUS

10.1 Personal Information of a Member

- (a) If members appeal a board decision, or introduce a discussion at a members' meeting involving personal information about themselves, the board can disclose other personal information about such member that is relevant (as decided solely by the chairperson of such meeting) to the issues being discussed or dealt with or referred to by such member.
- (b) If members appeal a board decision about another member, or raise as an issue at a members' meeting issues involving personal information about another member, then written permission must be obtained from the other member prior to the release of the personal information. Thereafter the board can allow members to discuss such personal information at the members' meeting and the board can disclose other personal information about such member that is relevant (as decided solely by the chairperson of such meeting) to the issues being discussed or dealt with at such meeting. If no permission has been given to the release of such personal information then the discussion shall be declared out of order by the chairperson presiding.

10.2 References to 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 :
 - i. *handing it to any apparently adult person at the unit,*
 - ii. *posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or*
 - iii. *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.



SCHEDULE A OCCUPANCY AGREEMENT

Address of Member Unit:

Unit # & Street:

[_____]

City:

[_____]

List each person in the household:

1.	[First Name	Last Name]	[Date of Birth]
2.	[First Name	Last Name]	[Date of Birth]
3.	[First Name	Last Name]	[Date of Birth]
4.	[First Name	Last Name]	[Date of Birth]
5.	[First Name	Last Name]	[Date of Birth]



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.

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	Breed	License #	Weight
[]	[]	[]	[]
[]	[]	[]	[]

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	License #
[]	[]	[]
[]	[]	[]

The Member agrees that no unlicensed or derelict vehicle may be kept on Co-op property.

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

Member 1: _____ Date: _____
 [] []

Member 2: _____ Date: _____
 [] []

Member 3: _____ Date: _____
 [] []

Co-op: _____ Date: _____
 [] []



SCHEDULE B NOTICE TO APPEAR

To Members:

1. [_____]
2. [_____]
3. [_____]
4. [_____]

Unit # & Street:

[_____]

City:

[_____]

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

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

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



MEMBER HANDBOOK – SECTION V – BY-LAWS



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:

ARREARS:

1. You owe the Co-op \$_____ of housing charges as of _____, 20___. This is contrary to Article 3: Members' Contributions of By-law No. 2 the Occupancy By-law.
2. You have repeatedly paid your monthly housing charges late. This is contrary to Article 3: Members' Contributions of By-law No. 2 the Occupancy By-law.

OTHER:

3. _____

Resolution of the Board of Directors of Shamrock Co-operative Homes Inc, passed on _____, 20__, at a proper meeting.

Signature for the Co-op:

Co-op:

Date:

[_____] [_____]



**SCHEDULE C
BOARD OF DIRECTORS
EVICTION DECISION**

To Members:

- 1. [_____]
- 2. [_____]
- 3. [_____]
- 4. [_____]

Unit # & Street:

[_____]

City:

[_____]

BACKGROUND:

- 1. The Co-operative gave the member(s) a Notice to Appear as required by Article 9: The Co-op Evicts a Member of By-law No. 2 the Occupancy By-law and section 171.8 of the Co-operative Corporation Act (as amended by Bill 166).
- 2. The member(s) (attended/did not attend) the Board meeting. A representative of the member(s) (attended/did not attend) the Board meeting.
- 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 By-law No. 2 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 By-law No. 2 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:

Date:

[_____] [_____]



SCHEDULE D NOTICE OF BOARD OF DIRECTORS EVICTION DECISION

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___. (See the attached [Schedule C] Board of Directors Eviction Decision.)

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

To find out how 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).

Signature for the Co-op:

Co-op:

Date:

[_____] [_____]



MEMBER HANDBOOK – SECTION V – BY-LAWS





SCHEDULE E PERFORMANCE AGREEMENT ARREARS AND LATE PAYMENT

To Members:

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 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. _____).

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.

If any one of these cheques stated above come back N.S.F. we will continue to terminate your membership and occupancy rights.
2. You acknowledge that you understand the terms of this agreement and have had the opportunity to get legal advice.
3. You must meet all the deadlines in this Agreement.



MEMBER HANDBOOK - SECTION V - BY-LAWS



Signature(s) of Member(s):

Member 1:

Date:

[_____] [_____]

Member 2:

Date:

[_____] [_____]

Member 3:

Date:

[_____] [_____]

Member 4:

Date:

[_____] [_____]

Signature for the Co-op:

Co-op:

Date:

[_____] [_____]



SHAMROCK CO-OPERATIVE HOMES INC.

BY-LAW No. 3

SUBSIDY BY-LAW

A By-law which contains the rules for subsidy at Shamrock Co-operative Homes Inc. and its members.

Passed by the Board of Directors on the 9 day of January, 1995.

Confirmed by the members on the 15 day of January, 1995.



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ARTICLE 1: DEFINITIONS

1.1

The subsidy referred to in this By-law is the "Rent Geared to Income (RGI)" as defined in the Co-operative Project Operating Agreement (CPOA) or other agreements signed by the co-op and the Ministry of Housing.



ARTICLE 2: ADMINISTRATION

2.1

The administration of the subsidy shall be in accordance with the terms of the Co-operative Project Operating Agreement (CPOA). In case of dispute between this By-law and the CPOA, the CPOA shall prevail.

2.2

The staff shall be responsible for the day-day administration of the subsidy.

2.3

The Co-op's Treasurer shall review the administration of the subsidy and make periodic reports to the Board of Directors regarding the number of households receiving subsidy and any other matters necessary for the Board of Directors.



ARTICLE 3: ELIGIBILITY

3.1

Only members of the co-op residing in units owned or leased by the co-op shall be eligible for subsidy.

3.2

Regulations governing specific criteria for eligibility shall be approved from time to time by the Board of Directors in accordance with the Terms of the Co-operative Project Operating Agreement (CPOA) signed by the co-op and the Ministry. The criteria for eligibility will be distributed to all members.



ARTICLE 4: APPLICATION PROCESS

4.1

Not later than three (3) months prior to the end of the fiscal year, written notification will be circulated to all members stating that all subsidy applications and income verifications for the coming fiscal year must be received in the co-op office within thirty (30) days.

4.2

Two (2) months prior to the end of the fiscal year, written notice shall be given to all applicants for subsidy of the decision on their application and the amount of the subsidy.

4.3

New applications for subsidy must be submitted within thirty (30) days for an increase or decrease of the household income, with the understanding that any agreement that may be signed will terminate at the end of the fiscal year in which it was signed.

4.4

All applications for subsidy must be accompanied by appropriate documentation verifying the income of the applicant.

4.5

No subsidy will be granted retroactively.

4.6

All subsidies shall terminate automatically at the end of each fiscal year of the co-op.

4.7

The terms and conditions under which any subsidy is granted shall be the subject of an agreement signed by the member requesting subsidy and the co-op. No subsidy shall be given unless and until such agreement is signed.

4.8

Any applicant who is denied subsidy may appeal the decision to the Board of Directors or to a committee designated by the Board of Directors to hear such appeals.



ARTICLE 5: EARLY TERMINATION

5.1

Any subsidy may be terminated prior to the end of the fiscal year by resolution of the Board of Directors for any of the following reasons:

- failure to abide by the By-laws of the Co-op;
- failure to abide by the Occupancy Agreement;
- failure to abide by the Subsidy Agreement;
- wilful falsification of the income verification;
- failure to report increases in household income within thirty (30) days of any such change.



MEMBER HANDBOOK – SECTION V – BY-LAWS





SCHEDULE A SUBSIDY AGREEMENT

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_____.

Member	Primary/Secondary	Income
_____	P <input type="radio"/> S <input type="radio"/>	_____
_____	P <input type="radio"/> S <input type="radio"/>	_____
_____	P <input type="radio"/> S <input type="radio"/>	_____
_____	P <input type="radio"/> S <input type="radio"/>	_____

Complete Section 1 for Primary Occupant with Earned/Non-Benefit income or if Social Assistance Beneficiary with earned income above Threshold.

Complete Section 2 for Primary and Secondary Occupant with Benefit income and/or Benefit income and Earned income below Threshold.

Complete Section 3 for Secondary Occupant with Earned/Non-Benefit income or if Social Assistance Beneficiary with earned income above Threshold.



SECTION 1

Gross Employment Income [\$ _____ . ____]

Subtract Employment

Exemption (\$150 or \$75) = [\$ _____ . ____]

27% of income (x.27) = [\$ _____ . ____]

HOUSING CHARGE: [\$ _____ . ____]

SECTION 2

Housing Charge as per Rent-Geared-to-Income Scales for Socially Assisted Occupants

HOUSING CHARGE: [\$ _____ . ____]

SECTION 3 (Secondary Members)

Employment Income [\$ _____ . ____]

13.5% of 1st \$10,000

(\$135 if income > \$1,000) = [\$ _____ . ____]

27% of Remainder

(Income - \$1000 x .27) = [\$ _____ . ____]

HOUSING CHARGE: [\$ _____ . ____]

SECTION 4 SUMMARY

HOUSING CHARGE: [\$ _____ . ____]

BASE: [\$ _____ . ____]



MEMBER HANDBOOK - SECTION V - BY-LAWS



Member Deposit:

$$\frac{\text{Monthly Installment}}{\text{Number of Months}} \times \text{Number of Months} = \text{Total Member Loan}$$

I/We acknowledge reading and understanding this Agreement

Signature(s) of Member(s):

Member 1: _____ Date: _____
 [_____] [_____]

Member 2: _____ Date: _____
 [_____] [_____]

Member 3: _____ Date: _____
 [_____] [_____]

Member 4: _____ Date: _____
 [_____] [_____]