

**A BY-LAW ABOUT THE RIGHTS AND OBLIGATIONS
OF THE CO-OP AND THE MEMBERS**

By-law No. [2]

OCCUPANCY BY-LAW

MODEL FOR ONTARIO CO-OPS

Use with the Guide to the new Model Occupancy By-law for co-ops.

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Article 1: ABOUT THIS BY-LAW

1.1 Introduction

This By-law states the basic rules for the co-op to provide housing for its members and the basic rights and obligations of the co-op and the members. Membership is defined in Organizational By-law No. 1, Article 2 (Membership).

1.2 Priority of this By-law

(a) Conflict with other by-laws

This By-law governs over other co-op by-laws if there is a conflict, except for the Organizational By-law, Article 9.2 (Payment of Directors and Officers) and Article 11.5 (Signing Officers). By-laws passed after this By-law can amend or add to this By-law, but they have to specifically state this.

(b) References to other by-laws

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

(c) No unauthorized commitments

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

1.3 Repeals

The following by-laws, or parts of by-laws, are repealed when this By-law becomes effective:

(a) The Occupancy By-law (By-law No. 1 dated October 1989).

1.4 Laws about Occupancy

(a) Main laws

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

- A. The *Co-operative Corporations Act* governs the co-op. Parts of the *Co-operative Corporations Act* have important rules about occupancy that are not in this By-law.
- B. The *Residential Tenancies Act* has rules about co-op evictions that are not in this By-law.
- C. The Ontario *Human Rights Code* has important rules about housing that affect the co-op.

If the co-op receives or has received funding under a Federal or Provincial government program, it may have to follow specified rules.

(b) **Changing by-laws**

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

1.5 Occupancy Agreement

(a) **Standard form**

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

- **Appendix A: Member Charges.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Household Members.** This applies at the time of signing the Occupancy Agreement. If there are changes, the member has to notify the co-op in writing as stated in section 9.3 (Change in Household Size).

(b) **Who signs**

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

The Appendices must be signed by all members.

(c) **Government requirements**

To meet government requirements, the Appendices to the Occupancy Agreement can be changed by the board of directors without amending this By-law.

(d) **Occupancy Agreement applies**

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

(e) Special requirements

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

1.6 Terms and Definitions**(a) Business day**

A “business day” in this By-law means any day that is not a Saturday, Sunday or public holiday.

(b) Eviction

The *Co-operative Corporations Act* and the *Residential Tenancies Act* use words like “terminating membership and occupancy rights” or “terminating occupancy rights.” In this By-law these are also referred to using words like “evicting the member” or “eviction.”

(c) Government requirements

“Government requirements” mean the laws, regulations or agreements with government bodies that apply to co-ops. This includes the ones stated in section 1.4 (Laws about Occupancy).

(d) Housing charge subsidy

“Housing charge subsidy” in this By-law means geared-to-income subsidy, or any other subsidy for housing charges, or any income-based or similar reduction in housing charges.

(e) Housing charges

“Housing charges” in this By-law mean all charges and costs that the co-op charges to members or that members owe the co-op.

- “Full monthly housing charges” mean the housing charges for a unit before deducting or crediting any housing charge subsidy.
- “Subsidized monthly housing charges” mean the full monthly housing charges after deducting or crediting any housing charge subsidy that a household receives.

(f) Legal action

A “legal action” under this By-law includes an application to the Landlord and Tenant Board or to the courts.

(g) Co-ordinator

The co-op “Co-ordinator” in this By-law refers to the senior staff person. That person could have a different job title. Also, in some cases the board of directors or the Co-

ordinator may authorize other staff members to perform some of the Co-ordinator's duties mentioned in this By-law.

(h) **Member(s)**

A "member" is defined as a person who has become a member of a co-operative, the person's application for membership has been approved by the directors, and the person has complied fully with the by-laws governing admission of members.

(i) **Performance agreement**

A "performance agreement" includes, but is not limited to, an arrears payment agreement.

(j) **Staff**

"Staff" refers to employees of the co-op including property management companies and other contractors and their employees.

(k) **Year**

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

1.7 Summary of Time Requirements and Examples

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

Article 2: MEMBERS' RIGHTS AND RESPONSIBILITIES

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

The co-op gives members the right to:

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

Co-op by-laws limit members' rights.

2.2 Member Involvement

Participation in co-op activities and in the decision-making process is key to the ongoing operation of the co-op. Members must assume a number of responsibilities including:

- attend all general meetings
- participate an average of a minimum of four (4) hours per month in accordance with the co-op's Participation By-law.

Article 3: MEMBERS' FINANCIAL OBLIGATIONS

3.1 Housing Charges

(a) Monthly housing charges

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

- the full monthly housing charges for the member's unit
- cable television charges
- less any housing charge subsidy, if applicable
- parking charges, if applicable
- other monthly charges that members must pay under any of the co-op by-laws. The cable television charges are mandatory charges and there are no options to opt out of the costs.

(b) Other housing charges

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

- the membership fee of \$10.00 per member (once only)
- late payment charges
- bank or financial institution charge for NSF cheques or failed payments
- NSF administration or failed payment charges
- other charges that members must pay under any of the co-op's by-laws.

(c) Not included in housing charges

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

- telephone for a unit
- Internet
- insurance on the member's personal property
- the 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 charges.

(d) Adjusting items in housing charges

This By-law has to be amended in order to change the items that are included in housing charges or not included in housing charges.

3.2 Payment of Housing Charges

(a) **Time of payment**

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

(b) **No cash payments**

Housing charges cannot be paid in cash.

(c) **Pre-authorized payment**

Members can pay housing charges in a pre-authorized way. This is usually more convenient for both members and co-op staff. This includes:

- pre-authorized payment, if available at the co-op
- post-dated cheques.

Arrangements can be made at the co-op office.

(d) **Other ways to pay**

Members who do not pay in any of the ways stated above can pay by:

- monthly cheque or
- money order.

These have to be delivered to the co-op office. If no one is in the office, they can be put into the co-op office mail box.

- email money transfer (e-transfer).

3.3 Other Charges

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

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

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

3.4 Member Deposit

Members must pay a member deposit comprised of the full monthly housing charges plus an amount approved by the general membership for the maintenance guarantee deposit.

(a) **Amount of the member deposit**

The member deposit is an amount equal to the monthly housing charges plus an amount approved by the general membership for the maintenance guarantee deposit; e.g., the current approved amounts of the maintenance guarantee deposit are: \$300 for 1 bedroom units, \$400 for 2 bedroom units and \$500 for 3 bedroom units.

The member deposit is rounded to the nearest dollar.

(b) **Paying the member deposit**

Members must pay the housing charges portion of the member deposit in full before moving into their unit. This deposit cannot be used as the last month's housing charges except as provided in subsection (d) below. The member must pay the maintenance guarantee portion of the deposit in full before moving into their unit unless the co-op allows them to pay it over time as stated in Appendix A of Schedule A: Acknowledgement of Housing Terms a deposit payment agreement prepared by the Co-ordinator and signed by the member and the co-op.

(c) **Adjusting the member deposit when housing charges change**

The amount of the member deposit will be adjusted by any change in the member's monthly housing charges.

Members must pay the amount of any increase on a date set by the board of directors unless the members' meeting approving the new housing charges decides on a different date. If there is a reduction, members will get a credit on future charges.

If members receive a housing charge subsidy, the amount of the member deposit will be adjusted at the time of any change in housing charges.

(d) **Member deposit allocation**

The portion of the member deposit equal to the current housing charges will be applied to the last month of the member's occupancy provided that:

- the member gave lawful notice and is bound by the date of termination to give vacant possession on the stated date
- the unit has undergone an initial maintenance inspection for move-out which confirms the unit is in the condition required under the co-op by-laws
- the member does not owe any money whatsoever to the co-op.

Once the co-op confirms legal possession of the member unit, the balance of the member deposit, if any, will be returned to the member within thirty (30) business days provided that there are no damages to the unit or co-op property or any other charges incurred.

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

The co-op does not pay interest on the member deposit because any interest generated is allocated to operating revenues.

3.5 Housing Charges Are Per-Unit

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

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

3.6 Housing Charge Subsidy

Members who are eligible for a housing charge subsidy owe the co-op the full housing charges less any granted subsidy funds. If the housing charge subsidy funds are provided by government or other funders and if the co-op does not receive the subsidy funds, the members must pay the full housing charges. It does not matter why the funds were not received. It could be because a member was not entitled to the housing charge subsidy, or the funder changed its policies, or for any other reason.

3.7 All Charges are Housing Charges

Housing charges include all amounts that the co-op charges to members or that members owe the co-op. All these amounts can be collected by the co-op in the same way as housing charges.

Article 4: Setting Housing Charges

4.1 The Members Set the Full Monthly Housing Charges

The full monthly housing charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members for approval when they are asked to consider a change in housing charges. Existing charges continue until the members approve a change. The members may approve charges that are different from those proposed in the budget.

4.2 Annual Budgets

(a) Operating budget

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

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

(b) Capital budget

Each year the board of directors will submit a capital budget for the next fiscal year for approval by the members at a general meeting. If possible, it should be presented to the members at the same time as the operating budget. A capital budget must contain:

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

(c) Approval by members

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

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act* and the by-laws. A copy of the proposed budget must be delivered to each unit at least five (5) days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

4.4 Changes in Housing Charges

(a) Beginning of changed housing charges

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

(b) Notice of change

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

4.5 Mid-year Change in Housing Charges

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

Article 5: Members' Units

5.1 Maintenance and Repair

(a) **Responsibility of the co-op**

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in accordance with co-op and government requirements. The co-op must keep the co-op property and all services and facilities of the co-op to the same standard as the units.

(b) **Appliances**

The co-op must provide each unit with a stove and refrigerator in normal working order.

(c) **Responsibility of members**

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in accordance with co-op and government requirements.

(d) **Common elements**

Members cannot put or keep anything in the halls, lobbies, corridors, walkways, driveways and any parts of the co-op property other than the interior of their units without advance written permission from the board of directors. Permission under this paragraph can be withdrawn by the board.

(e) **Exterior of units**

Members cannot install or attach anything to the outside of their unit or the outside of doors and windows without advance written permission from the board of directors. Examples are cameras, satellite dishes and antennas. Members must follow co-op by-laws and board decisions about what can be put in or on exterior parts of a unit, such as balconies, yards, driveways and fences. Permission under this paragraph can be withdrawn by the board.

(f) **Privacy**

Members cannot install cameras in their units or in vehicles that could record persons in an apartment building corridor or in public or common walkways or other public or common areas or in yards or outdoor areas adjacent to other members units.

(g) **Co-operation with the co-op**

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

(h) **Reporting problems**

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

(i) **Maintenance Policies**

The co-op's Maintenance Policies or other co-op by-laws may have more detail on maintenance and repair responsibilities. The co-op and the members must obey those by-laws or policies.

(j) **Alterations**

Members cannot make alterations and improvements to their units or co-op property, unless they get advance permission from the board of directors.

(k) **Changing locks**

All unit locks must be on the co-op's master lock system. Members cannot change their locks without advance permission from the co-op and are responsible for all related costs including costs to restore their lock to the co-op master lock system. Members must give the co-op keys to new locks or cards, fobs or other things needed for access.

(l) **Neglect of responsibilities**

If members do not fulfill their responsibilities:

- under this section, and/or
- the co-op's Maintenance Policies, and/or
- any other applicable co-op by-laws,

the co-op can do what is necessary to correct the situation. Members must pay all related costs.

(m) **Moving out of the unit**

When members move out of a unit, they must leave it clean and in good condition as required by the co-op's Maintenance Policies or other applicable co-op by-laws.

5.2 Privacy

(a) **Permission needed**

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

(b) **Notice of entry**

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

- maintenance inspections, regular or special
- maintenance, repairs or renovations, or
- any other reason which the board of directors decides.

(c) **Showing unit**

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

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

(d) **Time of entry**

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a unit. The member does not have to be present at the time of entry.

(e) **One notice per unit**

Only one notice needs to be given under this section for all members and others in a unit.

5.3 **Damage by Fire, etc.**

(a) **Major damage**

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

5.4 **Members' Insurance**

Members can obtain public liability insurance and property insurance for their unit. The co-op, co-op staff, contractors and other members will not have any liability to a member or a person in a member's household for things that would be covered by a normal renter's or co-op member's insurance policy. It does not matter what caused any loss and it does not matter whether the member or anyone in the household had any insurance. In addition to the co-op itself, none of the co-op staff or contractors, or any other member, will have to compensate for the loss.

5.5 Co-op's Insurance

The co-op will maintain such insurance as appropriate which normally includes the following:

- (a) fire and extended coverage
- (b) boiler and machinery insurance
- (c) public liability insurance
- (d) fidelity bonding
- (e) volunteer workers' and directors' accident insurance, and
- (f) directors' and officers' liability insurance.

Article 6: Use of Units

6.1 Residences

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

6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member may not be absent from the co-op unit for a total of more than six (6) months during any twelve-month period without the permission of the board of directors. The unit must remain the member's principal residence while the member is absent. Members will be considered absent from their units even if they visit them for short periods. Government requirements or co-op by-laws may set limits on absence from units for members who receive housing charge subsidy. Members who receive housing charge subsidy should check section 8.6 (Absence from Unit).

6.3 Related Uses and Obligations

(a) Related uses permitted

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

- the use is permitted by government requirements, including but not limited to zoning by-laws, fire safety, building codes, and all applicable health and safety laws
- the use does not create disturbance beyond what is appropriate in a residential community like the co-op, such as too much noise or too many visitors
- the use does not involve excessive demands on co-op utilities and services, such as electricity, and
- co-op by-laws are obeyed.

(b) No rooming or boarding houses

Related uses do not include using a unit as a rooming house, or boarding house, or providing food or lodging for others or renting space or anything similar. Those uses are prohibited under this By-law.

(c) **No rentals**

Permitted uses do not include long-term or short-term rentals of a unit or part of a unit. Those uses are prohibited except for guests permitted under Article 8 (Members' Household and Guests). For example, co-op units may not be listed on AirBnB or registered with Internet rental services.

(d) **Liability**

The member is responsible for any claims and all costs against the co-op, co-op staff, contractors and other members and occupants that are connected to any related use by the member.

(e) **Insurance**

The member must have and maintain all insurance that is reasonable for a related use including any insurance that is needed to meet government requirements and to protect the co-op in addition to the member.

6.4 No Transfer of Membership or Occupancy Rights

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

6.5 No Profit from Unit

(a) **Sharing**

Members must not profit, directly or indirectly, when they share their unit. This includes when the member is away or any sharing arrangement.

(b) **When leaving co-op**

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

6.6 Co-op's Insurance

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

Article 7: Behaviour

7.1 Prohibited Conduct

The co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighbourhood community. Co-op members must not commit or permit any harassment, obstruction, coercion or threatening behaviour against anyone of the co-op community. Co-op members must not commit or permit any substantial or ongoing noise, nuisance or other act that unreasonably disturbs or interferes with any other member of these communities. Co-op members must not commit or permit any illegal act in their units or on co-op property.

7.2 Human Rights

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

7.3 Violence

Co-op members must not commit or permit violence against any other member of the co-op community. Violence can be real or threatened. Violence can be physical, psychological and/or sexual. Members are encouraged to contact the police if they become aware of violence.

Child abuse is a kind of violence. All members of these communities have a legal obligation to report suspected cases of child abuse.

7.4 Domestic Violence

(a) Not tolerated

The co-op does not tolerate domestic violence. Violence against another person in the same household is domestic violence. Members are encouraged to contact the police if they become aware of domestic violence. Members who engage in domestic violence may be evicted. Non-members who engage in domestic violence may be removed from the co-op.

(b) Rights of victim

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

- ask the board of directors to evict any person who commits domestic violence
- request housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements
- get assistance from the co-op on supports available in the community
- ask the board of directors to permit them to give early notice of termination in writing of not less than twenty-eight (28) days.

(c) Board response

If a non-member engages in domestic violence, the board can take any steps it considers appropriate to remove the non-member from co-op property. The board can issue a No Trespass Notice against any non-member forbidding that person to enter co-op property. The board can issue a No Trespass Notice against any member or non-member forbidding that person to go to the victim's unit or parts of the co-op property near the victim's unit or used by the victim.

(d) Action without complaint

The board of directors can take any of the steps referred to in this section without a complaint from the victim.

(e) Procedures

When the board of directors makes a decision about evicting a member, the board has to follow the procedures stated in Article 12 (Dealing with Problems) and Article 13 (Eviction Procedures). When the board makes a decision about removing any approved long-term guest from the co-op, it has to follow the procedures stated in section 8.4(d) (Cancelling or changing long-term guest status). In making these decisions or a decision about issuing a No Trespass Notice, it can accept any of the following as proof that domestic violence occurred:

- a restraining order or peace bond is in effect at the time of the decision
- terms of bail allowing no contact are in effect at the time of the decision
- the offending person has been convicted of an offence against the victim
- a written or oral statement from the victim that the domestic violence occurred.

(f) Applying for membership

If the victim of domestic violence is an approved long-term guest and the person who committed domestic violence was a member and no longer lives at the co-op, the victim can apply for membership under this paragraph.

7.5 Return after Violence

The member has the right to request in writing that the board permits a previously violent person to return to the unit. The board may deny approval for that person to return if the board thinks it would not be best for the co-op. Article 8 (Members' Households and Guests) applies if the member wants that person to stay as a long-term or casual guest. Section 8.7 (Evicted Persons) applies if that person is on co-op property without board approval.

7.6 Calling Police and Other Authorities

Co-op staff is authorized to contact the police, Children's Aid Society and other authorities in cases of violence or illegal acts. All members share this responsibility and should contact the police or other authorities in these cases.

7.7 Acts of Others

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

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

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

7.8 Reasonable Criticism of Board and Staff

Reasonable and constructive criticism of the job performance of the board of directors and staff may only be made if it is made in a reasonable and constructive way. Examples of ways that are reasonable include:

- letters to the board
- asking to attend a board meeting
- requisitioning a Members' meeting (see Organizational By-law, Article 4, Member Control).

Examples of ways that are not reasonable or constructive include:

- making complaints or requests in a loud or threatening or pressing manner
- refusing to leave the co-op office or adjacent spaces when asked by staff
- making any kind of threat or taking any threatening action against directors or staff

- making personal statements about staff or directors
- making repeated complaints about things that are the same or similar
- sending repeated emails or voicemails about things that are the same or similar
- putting complaints on social media or in other public places
- sending complaints to persons outside the co-op in order to embarrass the board or staff.

7.9 No Trespass Notices

(a) **Prohibited conduct or violence**

The board of directors can issue a No Trespass Notice in order to prevent or control prohibited conduct or violence.

(b) **Limits**

A No Trespass Notice to a member or someone in a member's household can forbid that person from being on parts of the co-op property other than the member's unit and the access to the unit. A No Trespass Notice to anyone else can forbid that person from being on co-op property.

(c) **Right to review**

A member can ask the board of directors to reconsider a No Trespass Notice that affects the member or the member's household or guests. The request to reconsider has to be delivered to the co-op office in writing. The request must be signed by all co-op members in the household. The member will be given at least ten (10) days written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it. A member can again ask the board of directors to reconsider a No Trespass Notice one (1) year after it was issued or one (1) year after the last requested review – whichever was later.

(d) **Enforcing No Trespass Notice**

The board of directors or co-op staff can take any appropriate action to enforce a No Trespass Notice. A member cannot invite or permit someone to be in the member's unit or on any part of co-op property if it would be a breach of a No Trespass Notice.

Article 8: Members' Households and Guests

8.1 Basic Requirements

(a) Who is part of a household

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

- member or members
- children of the member who are under sixteen and live in the unit
- children of the member who have turned sixteen and continue to live in the unit, and
- long-term guests approved by the board of directors under this Article.

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

(b) Who is not part of a household

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

(c) Non-member persons

Persons of a unit who are not members have:

- no right to occupy the unit independent of the members
- no right to occupy any other unit in the co-op
- no right to a place on the co-op's internal waiting list.

8.2 Addition of a Member

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

8.3 Turning Sixteen

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

8.4 Long-term Guests

(a) **Approval needed**

Members can make a written request to the board of directors to approve someone as a long-term guest. The request must be signed by all co-op members in the household. The proposed guest must sign the request.

(b) **Length of time**

The board can approve a long-term guest for a fixed period or for a maximum period or for an indefinite period. This must be stated in the board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period.

(c) **Long-term guest agreement**

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

(d) **Cancelling or changing long-term guest status**

The board of directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen). The board must give at least ten (10) days written notice to the members in the household and the guest of any meeting where it will be decided. The members in the household can be present and make submissions with or without a representative. The board must give at least five (5) days written notice of its decision to the members in the household and to the guest. The board's decision will be final and cannot be appealed to the membership. Only one notice of a meeting or a decision needs to be given for all members and others in a unit.

(e) **Housing charge subsidy calculation**

The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements.

8.5 Casual Guests

The following provisions will apply to casual guests:

- (a) No person may be a guest for any single visit for more than two (2) consecutive months without the permission of the board.
- (b) No person may be a guest for any number of visits during any twelve-month period where the total length of the visits is more than ninety (90) days (including the two months referred to in clause (a) without the permission of the Board).
- (c) No member may have an unreasonable number of guests at any one time.
- (d) The Board will not normally grant permission for the extension of any single visit beyond a total of three (3) months.

8.6 Absence from Unit

(a) Housing charge subsidy

Section 8.6 applies to all members, but special rules can also apply to members who receive housing charge subsidy and want to be absent from the co-op.

Members who receive housing charge subsidy, and who are thinking about being absent from the co-op, should find out what effect it may have on their housing charge subsidy.

(b) Temporary absence from co-op

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member may not be absent from the co-op unit for a total of more than six (6) months during any twelve-month period without the permission of the board of directors. The unit must remain the member's principal residence while the member is absent.

8.7 Evicted Persons

A member cannot permit someone to be a casual or long-term guest without advance written approval from the board of directors if

- that person has been evicted from the co-op or has left after a Notice to Appear was issued, or
- that person has left the co-op owing money to the co-op, or
- that person has left the co-op after an accusation of domestic violence against that person, or
- that person was a casual or long-term guest and the co-op took steps to terminate that status.

The co-op may treat that person as a trespasser and may remove him or her from co-op property. The member who permits that person on the co-op's property will be considered in default under this By-law.

Article 9: Household Size

9.1 Purpose of Household Size Requirements

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

9.2 Allocation of Units

In allocating units to new members and allowing members to relocate within the co-op, the co-op will act in accordance with the provisions of this By-law and of any membership policies, or membership selection and unit allocation by-laws or policies.

9.3 Change in Household Size

- (a) If a member's household size changes, one of the members occupying the unit must give the co-op written notice of the change ("Notice of Change in Household Size") within thirty (30) days.
- (b) The following occupancy standards will govern the minimum number of persons ("Minimum Occupancy Standards") and the maximum number of persons ("Maximum Occupancy Standards") normally permitted to reside in each of the co-op's unit types:

SUMMARY

<u>Unit Size</u>	<u>Minimum Number</u>	<u>Maximum Number</u>
1 bedroom	1	2 (& 1 child – 4 years old or less)
2 Bedroom	2	4 (& 1 child – 4 years old or less)
3 Bedroom	3	6 (& 1 child – 4 years old or less)

Please note that there are additional Occupancy Standards for households on subsidy (See Occupancy Standards – RGI Households, RGI Handbook, Ministry of Municipal Affairs and Housing).

- (c) Six (6) months from the date the household ceases to meet either the Minimum or Maximum Occupancy Standards, the co-op will place the household on the Internal Waiting List(s) for a unit of appropriate size.
- (d) Where applicable, the one-year waiting period to qualify for a relocation will be waived.
- (e) Where the board finds that there are extenuating circumstances, the household may be placed at the top of the Waiting List(s).
- (f) Members relocating to a 2 or 3-bedroom unit will indicate, at the time they are placed on the Waiting List(s), whether they wish to be placed on the Waiting List(s) for Fishleigh, Folcroft, or both. A member relocating to a 1 bedroom will not be placed on the Folcroft Waiting List only. Members cannot specify a particular unit within the locations listed above.
- (g) The unit offered will be in accordance with the location(s) specified by the members, as per paragraph (f) above. However, if the member(s) relocate to a particular unit that is not a unit of the member's choice, the member can request that the household remain at the top of the Waiting List(s).
- (h) Where a household declines to move into the unit offered as per paragraph (f) above, the co-op will terminate the Occupancy Rights of the member(s). The Occupancy Rights of the member(s) will terminate on the last day of the third month following the day the resolution to terminate is passed by the board.
- (i) Upon terminating a members Occupancy rights under paragraph (h) above, the member(s) will be placed at the top of the Waiting List(s) and during the three-month notice period the household will be offered any unit of appropriate size that becomes available without regard to location.
- (j) The member will be given at least ten (10) days prior written notice of any meeting called to consider a resolution to terminate their occupancy rights. The member will be entitled to attend the meeting and be represented by agent or counsel and make representations.
- (k) If the member was present or represented at the meeting of the board, the member may appeal the decision terminating occupancy in the manner provided for in Article 15 (Eviction Appeals to Membership) in this By-law. The appeal procedure set out will be followed except that the day of termination will be in accordance with this Article.
- (l) If the co-op does not own a unit of housing appropriate to the members' household size, the co-op may terminate the members' Occupancy Rights. The members' right to occupy the unit will terminate on the last day of the sixth month following the day the resolution to terminate is passed by the Board.

Article 10: How Members Withdraw from the Co-op

10.1 Membership and Occupancy are Linked

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

10.2 Ending Membership and Occupancy

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

(a) **Last day of a month**

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

(b) **60 days' notice**

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

(c) **February and March**

If the termination date is the last day of February, the notice can be given on or before December 31 of the previous year.

If the termination date is the last day of March, the notice can be given on or before January 31 of that year.

(d) **Not enough notice**

If a member gives less than the required notice of termination, the termination will be effective as per 10.2(a) and (b) above. The termination date will be at least sixty (60) days and will be on the last day of the second month.

(e) **No withdrawal of notice without consent**

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

(f) **Vacating early**

If all persons in the household vacate the unit earlier than the termination date, the members will still owe all housing charges that become due until the original termination date.

(g) **If members do not vacate**

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

10.3 Part of Household Ends Membership and Occupancy

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

(a) **Notice procedure**

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

(b) **When procedure not followed**

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

(c) **Notice by remaining household**

The members who continue to occupy the unit must notify the co-op in writing within thirty (30) days after one of the members or a non-member occupant stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

(d) **Housing charge subsidy**

Government requirements state what happens when one person no longer occupies the unit.

10.4 Death of a Member

(a) **Membership and occupancy rights end**

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

(b) **If no other members occupy the unit**

If no other members occupy the unit, the member's estate will be responsible for housing charges for the month in which the member died and the following month.

The estate must remove all of the member's possessions by the end of that time. The estate and the co-op can agree to an earlier or later date to end housing charges and to remove possessions. If possessions are not removed by the time required under this paragraph, the co-op can remove and dispose of them without liability to anyone.

(c) **If other members or persons live in the unit**

If other members or persons live in the unit at the date of death, they must give the co-op written notice of the death.

(d) **Long-term guests**

An approved long-term guest can apply for membership under this section 10.4 (Death of a Member) if

- the guest occupied the unit at the time of the member's death
- the occupancy by the guest was approved by the board, and
- no other member occupied the unit at the time of the member's death.

A guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The guest will not receive the member's housing charge subsidy, but might be able to apply under government requirements. If a guest does not apply for membership or the application is rejected, the guest must immediately leave the deceased member's unit.

10.5 Vacant or Abandoned Unit

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

Article 11: Dealing with Arrears and Late Payment

11.1 Eviction for Arrears or Persistent Late Payment

The board of directors can evict a member if the member owes housing charges to the co-op or is persistently late in payment of housing charges.

11.2 Non-Payment and Late Payment

(a) Procedures

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

(b) Late payment letter

The co-op office may send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by noon on the housing charge payment day.

(c) Notice to Appear

The co-op office may give a Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement.

(d) Persistent late payment

Late payment includes

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

Late payment of housing charges three (3) times in any year will be considered persistent late payment. The co-op office may give a Notice to Appear to each member who is late paying for the third time in any year. If the member is in arrears, a single Notice to Appear can be given for both the arrears and the late payment.

(e) Advance notice of lateness

If for legitimate reasons of financial hardship, a member cannot pay housing charges by noon on the housing charge payment day, the member must let the co-op office know *before* the housing charge payment day. The co-op office will decide if the reasons are legitimate. In that case, an arrears payment agreement may be arranged by the co-op office if permitted under section 11.6 (Arrears Payment Agreements) or a request for an arrears payment agreement may be submitted to the board of directors.

11.3 Replacement Payment

(a) **Failed Payment**

A “failed payment” includes:

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

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

(b) **Replacement payment required**

A member must replace a failed payment within two (2) business days of being notified by the co-op. Only one notice needs to be given for all members and others in a unit. A failed payment must be replaced by a certified cheque, or money order, or pre-authorized payment.

(c) **Notice to Appear**

If the member does not replace the failed payment, the procedures set out in section 11.2 (Non-payment and Late Payment) will apply.

(d) **Future payments**

If the members in a household have two failed payments within a year, then for the next year the members may be required to pay housing charges by certified cheque or money order. The co-op will not accept payment in any other form.

11.4 Late Payment and Failed Payment Charges

(a) **Late payment charges**

A member that does not pay the full housing charges on the first day of the month and has not arranged an arrears payment agreement may be charged a late payment charge of \$10.00 per household. This amount may be increased by the members at a general meeting.

(b) **Failed payment charges**

A member will pay the amount charged to the co-op by its bank or credit union for a returned cheque or other failed payment, and may pay an additional administration charge of \$10.00 per household. The administration charge may be increased by the members at a general meeting.

(c) **Charges are arrears**

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

11.5 Crediting Payments

Money received from members will be credited first to amounts owing to the co-op other than regular monthly housing charges and then to regular monthly housing charges. It does not matter what is stated on any cheque, covering letter or other communication. The only exception is if an arrears payment agreement says something else.

11.6 Arrears Payment Agreements

(a) **Before Notice to Appear**

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. Article 14 (Alternatives) or Article 16 (Legal Action) will govern in cases where a Notice to Appear has been issued or an eviction process has begun.

(b) **Finance Committee/Co-ordinator approval needed**

The Finance Committee/Co-ordinator has the authority to approve the first request from a household for an arrears payment agreement made in a year as long as the agreement provides for full payment within sixty (60) days in addition to the normal housing charges within that time, and/or does not exceed one month's housing charge.

(c) **Board's approval needed**

Approval by the board of directors is required:

- for additional requests for an arrears payment agreement within a year
- for an arrears payment agreement where full payment will not be made within sixty (60) days in addition to the normal housing charges within that time, or exceeds one month's housing charge.

(d) **Non-payment**

If a member does not make the payments stated in an arrears payment agreement, the Co-ordinator may issue a Notice to Appear. This does not apply if the arrears payment agreement states something else.

11.7 Notice to Appear for Arrears

(a) **Issuing Notice to Appear**

A Notice to Appear for arrears must contain the information in Schedule D attached to this By-law. It must be given at least ten (10) days before the board meeting where it will be considered.

(b) **Termination date**

The proposed termination date in the Notice to Appear will be ten (10) days after the board meeting or later.

11.8 Directors in Arrears

(a) **Directors' arrears policy**

If directors are in arrears, it:

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

(b) **Procedure for director arrears**

If a director is in arrears, the Co-ordinator will follow the steps as set out in Director Arrears By-law No.3 dated March 28, 2012 and in this Occupancy By-law No. 2 section 11.2 (Non-Payment and Late Payment).

Article 12: Dealing with Problems

12.1 Eviction

The board of directors can evict a member if the member has broken the by-laws in a way the board considers serious.

This includes repeated serious breaches of the by-laws even if the situation was corrected after notice was given.

12.2 Notice to Appear

(a) **When Notice to Appear required**

A Notice to Appear must be given to a member before the board of directors can decide to evict the member. It must be given at least ten (10) days before the board meeting where it will be considered.

(b) **Information in Notice to Appear**

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

(c) **Additional information**

When a Notice to Appear is given to a member, it should include copies of any written materials that the board of directors may consider at the meeting. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the co-op and the member do not have to be included.

(d) **Termination date in Notice to Appear**

The proposed termination date in the Notice to Appear will be ten (10) days after the board meeting or later. If there is a right of appeal to the membership under this By-law, the proposed termination date in the Notice to Appear will be at least twenty (20) days after the board meeting.

12.3 Deciding to Give a Notice to Appear

(a) **No prejudice**

When a Notice to Appear is issued, the board must not prejudice the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

(b) **Other by-laws may apply**

When a complaint is received by the board of directors or staff, or when the board or staff becomes aware of any problem, it may be dealt with under other by-laws. In addition, a Notice to Appear may be issued instead of following the procedures in other by-laws that could be applicable.

12.4 Limits of Action by Co-op

(a) **Factors to consider**

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

(b) **No co-op liability**

The co-op has no liability to anyone for misbehaviour by a member or anyone else, even if the misbehaviour is a breach of this By-law.

Article 13: Eviction Procedures

13.1 Board Meeting on Notice to Appear

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

When a Notice to Appear has been given, the member can appear at the board of directors meeting and can have a lawyer or other representative. The member and a representative can speak at the meeting. They can also provide written statements at the meeting or before the meeting delivered to the co-op. They can take notes. Privacy laws prohibit the recording of the meeting, whether by tape or any other device. The board sets the procedure for the meeting. The board can limit the number of people brought by the member.

(b) **Continuing meeting**

If the board of directors decides to continue the meeting on another date, no new Notice to Appear is required. The member will be advised in writing of the time and place of the continued meeting.

(c) **Making decision**

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

(d) **Date of termination**

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

(e) **Notice of decision**

Written notice of a decision to evict must be given to the member within ten (10) days after the board meeting. Schedule H or Schedule I attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

Article 14: Alternatives

14.1 Alternatives to Eviction

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

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

14.2 Conditional Eviction Decisions

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

14.3 Performance Agreements

The board of directors can decide to enter into a performance agreement in different situations. Examples include:

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

Sample performance agreements are in Schedules J and K of this By-law.

14.4 Authorization of Performance Agreements

All performance agreements must be authorized by the board of directors except as stated in section 11.5 (Arrears Payment Agreements). The board can authorize the Co-ordinator or someone else to decide on a performance agreement and/or to approve the actual wording of a performance agreement.

14.5 Information to Others About Performance Agreements

(a) **Limit information**

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

(b) **What can be disclosed**

A performance agreement can state what can be told to others. If it does not state this, the board of directors can decide to disclose that there is a performance agreement but not personal information that led to the agreement.

14.6 Non-Performance by Member

(a) **If member breaks conditions in eviction decision**

If a member does not perform the conditions stated in an eviction decision, the eviction decision can become effective. The member is not entitled to notice of any further board meeting but will be given at least ten (10) days' notice of the date of termination. The eviction may not be appealed to the membership.

(b) **If member breaks performance agreement**

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

(c) **Time limit in decision**

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

Article 15: Eviction Appeals to Membership

15.1 When a Member Can Appeal

A member can appeal a board of directors' eviction decision to the membership if the grounds of termination are not:

- Arrears
- Domestic violence
- An act involving drugs or violence
- An illegal act
- An act or failure to act that impairs the safety of others or
- Persistent late payment

15.2 How to Appeal

(a) Notice of appeal

A member who wants to appeal must give written notice to the co-op office within seven (7) days after notice of the eviction decision was given.

(b) Member's statement

A member who appeals can include a written statement with the notice of appeal. The board of directors will give a copy of the statement to each member with the notice of meeting or separately before the meeting. This paragraph is limited by the *Co-operative Corporations Act*.

(c) Board statement

If the member delivers a written statement that is distributed to the membership, the board of directors can deliver a written statement in response.

(d) Date of members' meeting

The members' meeting to decide on the appeal must be at least fourteen (14) days after the notice of appeal is received. The board of directors can call a special meeting to decide on the appeal or put the appeal on the agenda for another members' meeting.

15.3 Appeal Information

(a) **Limited information on agenda**

When an eviction appeal is on the agenda for a members' meeting, the agenda will only state that there is an appeal, the name of the member or members who appealed, the unit address and a short statement of the grounds for eviction.

(b) **Information package**

The co-op will prepare an information package that includes only:

- the Notice to Appear including anything attached to it
- the eviction decision
- other written information that was presented by the member or anyone else at the board meeting that made the decision.

The information does not include a member's statement referred to in sections 15.2(b) (Member's statement) and 15.2(c) (Board statement). Those sections will apply if the member delivers a statement under them.

(c) **Personal information about others in information package**

The board may decide to omit names and/or personal information about others from the information package unless those persons give written consent to including that information.

(d) **Available at office and at members' meeting**

Members may come to the co-op office during ordinary office hours after delivery of the agenda and before the members' meeting and read the information package. The information package will be available to all members at the meeting. Copies may not be made except by the co-op and the member who appealed.

(e) **Request to distribute information**

The information package will not be distributed in advance of the meeting unless the member who appealed requests it before delivery of notice of the meeting. In that case the Notice to Appear and eviction decision will be distributed, but the board may decide not to distribute some or all of the other information.

(f) **Disclosure at members' meeting**

Discussion at the members' meeting will normally be limited to things mentioned in the information package. If the member or member's representative brings up other things, then the board or staff can disclose other relevant information, including personal information about the member.

(g) **Personal information about others at members' meeting**

If anyone wishes to raise personal information about others that is not in the information package, section 17.1(b) (When members raise things about someone else) of this By-law applies. This may limit the information that can be stated by the board, staff or member who appealed.

15.4 Procedure at Members' meeting

(a) **Chair**

The board will decide whether the meeting will be chaired by the president, another director or an outside person.

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

The member who appealed has the right to attend and vote at the members' meeting. The member can have a lawyer or other representative at the meeting. The member and any representative can speak at the meeting. They can also deliver written statements at the meeting.

(c) **No taping**

People present at the meeting can take notes but cannot record the meeting, whether by tape or any other device.

(d) **Secret ballot**

Voting on motions about the eviction decision will be by secret ballot. This does not include procedural motions, such as a motion to end debate.

(e) **Quorum**

The quorum at the meeting will be the normal quorum as stated in the Organizational By-law. If the quorum is not present thirty (30) minutes after the meeting is scheduled to start, or a quorum is not present at the time of the vote, the board decision is confirmed. The meeting cannot be continued on a later date.

(f) **Membership decision**

The members' meeting can confirm the board of directors' eviction decision, or replace it with any other decision which the board could have made. This includes changing any terms and conditions for a performance agreement or a conditional eviction. A simple majority vote is needed. The board decision is confirmed if the meeting does not pass a motion to change the board decision.

(g) **Effective date of decision**

If a member appeals an eviction, the decision is not effective until the appeal is decided or dropped. If the appeal is not successful, the termination date will be the latest of:

- the second day after the members' meeting
- the date stated in the eviction decision
- a later date decided by the members at the meeting.

Article 16: Legal Action

16.1 Enforcing Eviction Decisions

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

That person can:

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

16.2 Membership Rights on Eviction

(a) When membership rights and occupancy rights end

Membership and occupancy rights end on the termination date in an eviction decision, even if the terminated member continues to occupy the unit until the co-op gets an eviction order. Since the person is no longer a member, the person cannot attend meetings of the co-op as a member, vote or run for the board of directors. If the person was on the board, the position is automatically vacated on the day that membership ends.

(b) When membership restored

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

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

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

(d) When new Notice to Appear not needed

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

- repeat breaches within six (6) months referred to in subsection 94.2(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights)
- breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in subsection 94.11(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights).

The board of directors can decide to go ahead with the eviction or the Co-ordinator can be authorized to do so. The member will be given notice as required under the *Residential Tenancies Act*.

16.3 Interest

The co-op has the right to charge members interest on all arrears and other amounts owing to the co-op at the rate of up to six percent above the prime rate of any credit union or bank designated by the board of directors. The co-op may include this interest when bringing legal action against a member or former member, but will not normally claim interest at other times.

16.4 Rights Not Cancelled

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

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

16.5 Co-op Costs

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

Article 17: Miscellaneous

17.1 Personal Information to Membership

(a) When members raise things about themselves

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

(b) When members raise things about someone else

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

(c) Appeal information

If a member distributes written information to the membership about an appeal under the co-op by-laws or other decision involving their own personal information, the board can disclose other relevant personal information about that member. The same thing applies if the co-op is required to distribute the information under section 15.2(b) (Member's statement) of this By-law.

17.2 Legal Actions by Members

If a member sues the co-op or takes other legal action against the co-op, such as a complaint to the Ontario Human Rights Tribunal, the board of directors should report the matter to the members in writing at any time or orally at a members' meeting. The board may not report the matter to the members if it does not believe it would be in the best interests of the co-op to do so. The board would normally get legal advice about any disclosure or decision not to disclose.

17.3 External Complaints

If a member makes a complaint about the co-op to anyone outside the co-op, or sends anyone outside the co-op a copy of an internal complaint, the member thereby waives their right to privacy in the matter and the board of directors is entitled to respond to that complaint to the same persons or organizations. This includes complaints by email, orally

or on social media. In responding, the board can disclose relevant personal information about the member and the member's household. Examples include complaints sent to bodies like the Agency for Co-operative Housing, Canada Mortgage and Housing Corporation, a service manager, a government official, a newspaper, the Co-operative Housing Federation of Canada or a local co-op housing federation.

17.4 Co-op Employees

(a) **Not members**

An employee of the co-op cannot be a member of the co-op or live in the household of a member.

17.5 Non-Members in a Member Unit

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

17.6 Proof

(a) **When required**

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

- that the member's unit is the member's principal residence
- that the member is not profiting from any arrangement with guests
- the member's household composition
- the member's household income if the member receives housing charge subsidy
- other things to show compliance with government requirements, this By-law and other co-op by-laws, as applicable.

(b) **Member response**

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

17.7 Serving Eviction Documents

(a) Ways to serve eviction documents

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

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

(b) When mailed

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

(c) More than one member

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

(d) Electronic mail

Notices and documents under Article 3 (Members' Financial Obligations) and Article 4 (Setting Housing Charges) can be given by electronic mail to members who have signed a form consenting to notices by electronic mail. The form must state an email address. Notices and documents sent by email are considered delivered at the time of sending. Members can change their email address by notice to the co-op. Members can also cancel their consent to receive email notices. A separate consent form does not have to be signed if the members have signed a consent form under the Organizational By-law, where applicable.

(e) Single notice

Only one notice or one copy of a document under Article 3 (Members' Financial Obligations) or Article 4 (Setting Housing Charges) needs to be given for each unit.

17.8 Signing Schedules for Co-op

The Schedules to this By-law (including any Appendices) can be signed on behalf of the co-op by the Co-ordinator or another staff member, or anyone authorized by the board of directors.

17.9 Minor Errors, Omissions or Irregularities

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

17.10 Starting Date for this By-law

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

Schedules and Attachments

Schedule A: Occupancy Agreement

Thurlestone Co-operative Incorporated

Names of members: _____

Unit address: _____

Date of occupancy: _____

Membership terms:

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

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-op's by-laws. You are entitled to ask any questions and to have them answered.

The attached Appendices are part of this agreement. Any updated Appendices will be part of this Agreement.

Signatures:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Date: _____

Signature of member:

Date: _____

Signature of member:

Appendix A to Schedule A: Acknowledgment of Housing Terms **Thurlestone Co-operative Incorporated**

The following specific provisions of occupancy are in effect as of _____

Member(s): _____

Member(s): _____

Unit address: _____

1. MONTHLY CHARGES:	Full Housing Charge	\$ _____
		\$ _____
	Parking (if any)	\$ _____
TOTAL MONTHLY CHARGES:		\$ _____

2. (a) Maintenance Guarantee Deposit (MGD)	\$ _____
(b) Last Month's Housing Charge Deposit (LMHC)	\$ _____
(c) Membership Fees (\$10.00/adult member/unit)	\$ _____

TOTAL LMHC & MGD DEPOSITS: \$ _____

3. MEMBER LOAN: \$ _____
(2 (a) above may be paid over a maximum of first 6 months)

4. MINIMUM PARTICIPATION REQUIREMENT

Members are required to attend all general meetings of members and to assist in the operation of the co-op in accordance with the co-op's Participation By-law or as may otherwise be determined by the Board of Directors and confirmed by the members at a general meeting.

I hereby acknowledge and agree that the above terms are applicable to me as of the time I move into my unit and are subject to change in accordance with the co-op's by-laws and government requirements.

Signatures:

Date: _____

Signature of member:

Date: _____

Signature of member:

Appendix B to Schedule A: Declaration of Household Composition
Thurlestone Co-operative Incorporated

Unit address: _____

Date of this form: _____

List the names of each member in the unit.

List the names of each non-member 16 years old or older in the unit.

List the names of each non-member less than 16 years old in the unit.

I agree to give prompt written notice of any change in the composition of my household or the persons who make up the household, as required by the Occupancy By-law. This includes any long-term guests.

I understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with Article 8 (Members' Household and Guests) of the Occupancy By-law and any other applicable rules.

If I receive housing charge subsidy, income from all persons in my household has to be considered in setting the amount of housing charge subsidy.

Signatures:

Date: _____ *Signature of member:* _____

Date: _____ *Signature of member:* _____

Schedule B: Long-term Guest Agreement
Thurlestone Co-operative Incorporated

All members and the long-term guest must sign.

Names of members: _____

Names of long-term guests: _____

Unit address: _____

Start date: _____

End date: _____

Terms of agreement:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the End Date, the long-term guest agrees to leave the member's unit on or before the End Date. The long-term guest must have written permission from the co-op and the member to stay longer.
2. The member will remain fully liable to the co-op for the payment of the housing charges and the performance of all obligations of the household.
3. The long-term guest agrees that he or she will not do anything to breach the member's Occupancy Agreement or the by-laws of the co-op.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give that person a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest agrees to leave the member's unit immediately if the member or the co-op requests it.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.

7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*, and has no legal right to the unit.
8. The member and the long-term guest acknowledge and understand that members must not profit directly or indirectly when they share their unit. All charges payable to the co-op must be submitted by the member.
9. By signing this Agreement, the member(s) and long-term guest(s) hereby acknowledge each having received a copy.

Signatures:

Date: _____
Signature of member: _____

Date: _____
Signature of member: _____

Date: _____
Signature of member: _____

Date: _____
Signature of long-term guest: _____

Date: _____
Signature of long-term guest: _____

Date: _____
Thurlestone Co-operative Incorporated
By: _____
Authorized Signature:
Title:

Schedule C: Sub-Occupancy Agreement

Thurlestone Co-operative Incorporated

There shall be no sub-occupancy permitted.

Schedule D: Notice to Appear for Arrears or Persistent Late Payment

Thurlestone Co-operative Incorporated

To members: _____

Address of member unit: _____

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

The grounds for this are that you have failed to pay housing charges to the Co-operative and/or you have been persistently late in payment of housing charges. The amount owing is stated in this Notice. This is grounds for eviction under section 11.1 (Eviction for Arrears or Persistent Late Payment) of the Occupancy By-law.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

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

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

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of Termination: (Delete (a) or (b) if not applicable)

- a) **Housing charges owing:** \$ _____ as of _____
- b) **Persistent late payment**

Attachments: Copy of Member Ledger as of _____
Other _____

Signature:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Schedule E: Notice to Appear

Thurlestone Co-operative Incorporated

To members: _____

Address of member unit: _____

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

The board of directors is going to consider whether you have broken the Co-operative’s by-laws and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

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

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

You may have a right to appeal the board decision to a general meeting of the members in accordance with the Occupancy By-laws, Article 15 (Eviction Appeals to Membership).

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of termination:

(a) **By-laws and parts of by-laws:** _____

(b) **Summary of facts:** _____

Attachments: *(See section 12.2(c) (Additional Information) of the Occupancy By-law about what should be included. List the Attachments here.)*

Signature:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Schedule F: Board of Directors' Eviction Decision for Arrears or Persistent Late Payment

Thurlestone Co-operative Incorporated

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this Decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because **(Delete (a) or (b) if not applicable)**

- a) the member owed housing charges to the co-op on the date of the meeting
- b) the member has been persistently late in paying housing charges.

This is grounds for eviction under section 11.1 (Eviction for Arrears or Persistent Late Payment) of the Occupancy By-law.

Additional decision, if any:

Date of board meeting: _____

A member attended the board meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

This document is a resolution of the board of directors duly passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

**Schedule G: Board of Directors' Eviction Decision
Thurlestone Co-operative Incorporated**

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this Decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because the member broke the Co-operative's by-laws and eviction is appropriate.

Additional decision, if any:

Date of board meeting: _____

A member attended the board meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Termination date: _____

Grounds of termination: *(Insert grounds from Notice to Appear as decided by board)*

- (a) **By-laws and parts of by-laws broken:** _____

- (b) **Summary of facts:** _____

This document is a resolution of the board of directors passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Schedule H: Notice of Eviction Decision for Arrears or Persistent Late Payment

Thurlestone Co-operative Incorporated

To members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. 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 on the date stated in this Notice. **See attached Schedule F: Board of Directors' Eviction Decision for Arrears or Persistent Late Payment.**

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

Date of board meeting: _____

Termination date: _____

Signature:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Schedule I: Notice of Eviction Decision

Thurlestone Co-operative Incorporated

To members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. 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 on the date stated in this Notice. **See attached Schedule G: Board of Directors' Eviction Decision.**

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*, if it applies, or else by obtaining a writ of possession from the court.

You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven (7) days after this Notice was given to you. More information about appealing is in Article 15 (Eviction Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Date of board meeting: _____

Termination date: _____

Signature:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Schedule J: Performance Agreement Arrears or Persistent Late Payment

Thurlestone Co-operative Incorporated

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Agreement refers to each member.

Date of this Agreement: _____

Date of board meeting: _____

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

Board Decision: (insert actual board decision from the meeting)

1. The member admits the following is true:
 - a) amount owed as of date of board meeting: \$ _____
 - b) since the board meeting, the member made a payment of \$ _____ on _____ (date)
 - c) amount owed as of the date of this agreement: \$ _____
 - d) the member has persistently paid housing charges late.

2. The member agrees to pay the entire amount owing as follows:
 - a) _____

 - b) The member agrees to make these payments to the co-op office by 4:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 4:00 p.m. on the next business day.

- 3. The member agrees to pay all monthly housing charges on or before the first day of each month from the date this agreement is signed.
- 4. The member agrees to make all arrears and monthly housing charge payments by certified cheque or money order or e-transfer. This will apply until all arrears are paid.
- 5. The member agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

>>>(Choose ONE of the following three paragraphs, as applicable. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member’s membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member’s membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be ten (10) days after a written notice served on the member as stated in section 17.7 (Serving Eviction Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Date: _____

Signature of member:

Date: _____

Signature of member:

Date: _____

Signature of member:

Schedule K: Performance Agreement
Thurlestone Co-operative Incorporated

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word “member” in this Agreement refers to each member.

Date of this Agreement: _____

Date of board meeting: _____

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

Board Decision: _____

1) The member admits that the following is true: _____

2) The member agrees to: _____

3) The member authorizes the co-op to give information about this agreement to others as follows: _____

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

>>> (Choose ONE of the following three paragraphs, as applicable. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member’s membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member’s membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten (10) days after a written notice served on the member as stated in section 17.7 (Serving Eviction Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Thurlestone Co-operative Incorporated

Date: _____

By: _____

Authorized Signature:

Title:

Date: _____

Signature of member:

Date: _____

Signature of member:

Date: _____

Signature of member:

Attachment A: Summary of Time Requirements and Examples

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

Notice of Proposed Budget

4.3 Must be delivered at least five (5) days before the budget meeting.

Example: Budget meeting is March 25, 2016.

Last day to deliver a copy of the budget is March 20, 2016.

Changes in housing charges

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

Example: Budget meeting is March 25, 2016 and members approve a change.

April 2016 is the first month after the decision.

May 2016 is the second month after the decision.

Therefore, the housing charges change takes effect on June 1, 2016.

Notice of entry

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

Example: Plumber to arrive at 8:00 a.m. on Monday, June 16, 2016 to work on several units; will be there for a week.

Notice must be given by 8:00 a.m. on Saturday, June 14, 2016. Notice can cover a time range, for example, 8:00 a.m. to 4:00 p.m. and can be over multiple days.

Showing unit

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

Example: Member has withdrawn from co-op effective June 30, 2016.
Potential new member to look at the unit between 6:00 p.m. and 9:00 p.m., June 16, 2016.
Notice must be given by 6:00 p.m. on June 15, 2016.

Principal Residence

6.2 Can't be away from unit more than three (3) months in any twelve-month period without board approval.

Example: Member can be away November, December 2016 and January 2017.

Therefore, member can't be away again until November 2017 without board approval.

Change in household size

9.3 Notice must be given by member to co-op within thirty (30) days.

Example: Child gets married on May 14, 2016 and leaves home permanently.
Last day for notice to co-op is June 13, 2016.

60 days' notice

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

Example: Member wants to withdraw from co-op effective June 30, 2016.
Notice must be delivered to co-op office on or before May 1, 2016.
— 30 days in May (not counting May 1).
— 30 days in June (counting June 30).
— Total 60

Example: Member wants to withdraw from co-op effective August 31, 2016.
Notice must be delivered to co-op office on or before July 2, 2016.
— 29 days in July (not counting July 2).
— 31 days in August (count August 31).
— Total 60

10.2 (c) February and March.

Example: Member wants to withdraw from co-op effective February 28, 2016 (or 29th in a leap year).

Notice must be delivered to co-op office on or before January 1, 2016.

Example: Member wants to withdraw from co-op effective March 31, 2016.

Notice must be delivered to co-op office on or before February 1, 2016.

If no other members occupy the unit

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

Example: Member dies on March 15, 2016.

Month after March is April.

Rights and responsibilities end on April 30, 2016.

Delivery of Notice to Appear to member

11.6(a) or 12.2(a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16, 2016.

Last day to give notice to member is June 6, 2016.

Proposed termination date in Notice to Appear

11.6(b) or 12.2(d) 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2016.

Day to put in notice is Thursday, June 26, 2016.

Proposed termination date in Notice to Appear if there is right of appeal

12.2(d) 20 days after board meeting.

Example: Board meeting is Monday, June 16, 2016.

Day to put in notice is Sunday, July 6, 2016. (It can be a non-business day.)

Delivery of notice of board eviction decision to member.

13.1(e) Within 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2016.

Last day to deliver to member is Thursday, June 26, 2016.

Member breaks performance agreement or condition in eviction decision.

14.6(a) and (b) Member must be given at least 10 days' notice of the date of termination.

Example: Notice is given to member on Tuesday, June 17, 2016.

First day to take legal action or other steps is Friday, June 27, 2016.

Appeal to membership

15.2(a) Member must give written notice to co-op office within 7 days after notice of eviction decision was given.

Example: Notice of eviction decision given on Monday, June 16, 2016.

Last day to deliver appeal notice is Monday, June 23, 2016.

15.2(d) Members' meeting must be at least 14 days after appeal notice received.

Example: Notice of appeal received on Monday, June 23, 2016.

Earliest day for members' meeting is Monday, July 7, 2016.