

GATEWAY HOUSING CO-OPERATIVE INC.

By-law No. 2

Occupancy By-law

A By-law which contains the rights and obligations of Gateway Housing Co-operative Inc., and its members.

Passed by the Board of Directors on the 2nd day of August, 1995.

Confirmed by the Members on the 10th day of September, 1995.

Bylaw No. _____
Occupancy By-law

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

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

1.1

Occupancy Agreement (a) The Occupancy Agreement, Schedule A, is part of this By-law. Members must sign it when their membership in the co-op begins. The Occupancy Agreement includes Terms of the Member's Housing Charge Subsidy, Appendix C, if it applies to the member. The co-op and the members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.

(b) Some by-laws and agreements, such as the Housing Charge Subsidy By-law and Performance Agreements, only apply to certain members. These members must obey them.

1.2

Priority of this By-Law

(a) This By-law takes the place of or amends all previous by-laws or resolutions that deal with the occupancy rights and obligations of the co-op and its members. Any future by-law can only amend this By-law if the future by-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.

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

- first, the Act
- second, the Articles of Incorporation
- third, this By-law, and
- fourth, the other by-laws of the co-op, unless the By-laws state differently.

1.3

Non Member

Occupants:

There shall be no non-member occupants except as laid out in Article 7.5 Long term Guests, and Article 7.8 Sub Occupancy.

Article 2: Members' Rights

2.1

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

Members of the co-op have the right to:

- live in their housing unit
- use their parking space, and
- use the co-op's common facilities.

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

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Article 3: Members' Contributions

3.1

Housing Charges (a) Each member of the co-op must pay housing charges. Housing charges are made up of:

- the membership fee of \$5.00 (once only)
 - monthly housing charges, less any subsidy
 - sector support levy
 - the member deposit (this is not used as last month's housing charges), and
 - other charges that members must pay under any of the co-op's By-laws. ie: fines, penalties etc
- (b) Co-op members must decide what the monthly housing charges will be at a general members' meeting.
- (c) Members must pay their housing charges before the close of business on the first day of each month.
- (d) The housing charge shall include but not be limited to the following:
- heat & hydro for the unit
 - mortgage payments
 - municipal taxes
 - public liability insurance
 - insurance on the building & co-op assets only
 - parking space
 - co-op administration
 - repairs & maintenance
 - reserves
 - contingencies

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- water, sewer, common hydro, & other items duly approved by the members.

The housing charge does not include

- telephone
- cable television
- insurance on personal property
- member's personal liability insurance

3.2

Member Deposit (a) Paying the Deposit

Members must pay a member deposit to the co-op. Members must pay this deposit before moving into their unit, unless the co-op allows them to pay it at another time. Member deposits are not transferable from one unit to another. Member Loans are not to be used as last month's housing charges.

(b) The Amount of the Member Deposit

The member deposit is equal to 80% of the member's housing charge at move in.

The member deposit is rounded to the nearest dollar.

(c) Returning the Member Deposit

The co-op will return the member deposit within 31 days after members vacate the unit permanently. Before returning the deposit, the co-op can deduct any amount which the member owes because:

- the member did not give enough notice
- the unit was not left in the condition stated in 5.9 of this By-law
- the unit was left in condition that does not meet the rules of the move-out policy.
- the member owes money to the co-op, or



(d) **Interest on the Member Deposit**

The co-op will not pay interest on the member deposit, in accordance with the Co-operative Corporations Act.

3.3

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

- the member
- any person who is a part of the member's household,
or
- any person that the member allows onto the co-op's property.

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

Some Examples of these costs are:

- Charges on returned cheques
- Charges for collection of debts
- Increased insurance premiums
- Legal fees, and
- Cost of repairs.

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

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

- (b) Members shall pay all fines which may be levied against them or any interest they may owe on overdue payments in accordance with the By-laws or the schedules of the By-laws.

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3.4
All Charges Are
Housing Charges

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

3.5
Responsibility
for Charges

(a) **Per-Unit Basis**

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

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

(b) **Sharing Expenses**

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

- the sharing arrangement does not limit the co-op's rights
- one of the members in the unit must collect the payments and make one single monthly payment to the co-op, and
- they are each responsible for the full charges.

3.6
Housing Charge
Subsidy

Entitlement to a subsidy is stated in the Appendix C of the Occupancy Agreement. The co-ordinator is authorized to determine who is entitled to a subsidy and the amount of the subsidy. Members have the right to appeal to the board. The board will determine the procedures to follow. These procedures must be fair.

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3.7

Participation

Members must attend all general members' meetings and take part in the co-op as per co-op Participation Policies Schedule I.

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Article 4: Setting Housing Charges

4.1 The Members Set the Housing Charges

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 if needed. A budget must be presented to the members when they are asked to consider an increase in housing charges. 4.2 of this By-law, "Operating and Replacement Budgets", shows how the co-op must present a budget to the members. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

4.2 Operating and Capital/Replacement Budgets

(a) Preparing the Operating Budget

Each year, the finance committee with the aid of the Co-ordinator will prepare a budget for the next fiscal year, to be approved by the Board of Directors. The members will consider this proposed budget at a general meeting during which the budget is presented. 4.3 of this By-law shows how the co-op must give notice of this meeting. The budget must contain:

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

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(b) **Capital/Replacement Expenses**

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

- the proposed replacement expenses
- the proposed source of funds, and
- the effect of the proposed expenses on the co-op's operating budget.

**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 contains mention of the budget. The notice must be given as the Act and by-laws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least **ten** days before the budget meeting.

**4.4
Notice of changes
in Housing Charges**

Notice of change in housing charges must be delivered to each unit within a reasonable time after the meeting and at least 60 days before the housing charge change takes effect.

**4.5
Mid-year Change
in Housing Charges**

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

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Article 5: Use and Behaviour

5.1

Residences

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

5.2

Nuisance

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

5.3

Illegal Acts

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

5.4

Mortgages and Agreements

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

- Canada Mortgage and Housing Corporation
- the Province of Ontario, and
- the co-op's mortgagee.
- contractors, etc.

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5.5
Insurance

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

The Co-op must maintain proper insurance on all co-op property and fidelity insurance for its employees and Board of Directors.

5.6
Privacy

(a) **Permission Needed**

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

(b) **Permission Not Needed**

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

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

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

- the member has given the co-op written notice of withdrawal from membership and occupancy, or
- the co-op has given notice of a board decision to evict the member.



(c) **Notice of Entry**

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

**5.7
Violence**

The co-op is a community which includes all the residents and employees. Violence must not be committed against another person in the co-op. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse.

Anyone witnessing violence against another person is obligated to call the police and in the case of child abuse, the Children's Aid Society.

**5.8
Domestic Violence**

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

- ask the board to evict any person who commits domestic violence
- seek security of tenure
- be put on the top of the internal waiting list for a subsidised unit
- get information from the co-op on support groups in the community.

Under Article 9, the board can evict anyone who has been proven to have committed domestic violence. A complaint from the victim is not necessary. The board does not have to wait until any court charges are heard.



- (b) The board does not have to get further proof that domestic violence occurred if:
 - a restraining order or peace bond is in effect
 - terms of bail allow no contact, or
 - the offending member has been found guilty of assault.
- (c) When a member is ready to let a previously violent spouse, partner or co-occupant return, the member must ask the board in writing to reinstate that person's membership. This may happen only after a minimum six month period. Article 7 applies if the member wants that person to stay as a casual guest.
- (d) If someone has been evicted because of domestic violence, and returns without the consent of the victim, the co-op may treat that person as a trespasser. The Co-op may remove that person from the property.

**5.9
Maintenance
and Repair**

(a) Cleanliness and Damage

Members shall maintain their Units and private yards in a state of order and cleanliness. The units and private yards must meet the standards of cleanliness and maintenance set by health and other public authorities or such higher standards so as to ensure that the condition of the unit does not unreasonably interfere with the enjoyment of the co-op and other members. Members shall be responsible for the repair of damage to Co-op property caused by themselves, their family, or their guests.

- (b) Members must obey the Maintenance and improvements policy, (see Schedule J)



(c) **Alterations and Improvements**

Members cannot make alterations and improvements, unless they obey the terms of the Maintenance and Improvements By-law, and get permission of the board through the maintenance committee.

(d) **Changing Locks**

Members may not change their locks. All lock changes must be done through the office of the Co-op.

(e) **Reporting Problems**

Members must promptly report to the co-op any change in condition of their unit, the equipment in their unit, or their building, which may be seen as causing damage.

(f) **Neglect of Responsibilities**

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

(g) **The Responsibility of the Co-op**

The co-op must keep all units, co-op property, and all services and facilities of the co-op in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.

(h) **Appliances**

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



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

When members move out of their unit, they must leave it clean and in good order. The Move-out Policy describes the condition in which they must leave their units. (Part of Schedule J)

**5.10
Acts of Others**

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

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Article 6: Occupancy Rights and Standards

6.1

Purpose of This Article

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

6.2

Change in Household Size

- (a) The number of persons in a member's household may change. The member must give prompt written notice of the change to the co-op office. If the household size has decreased, the notice must give the name(s) of the person(s) who no longer live in the unit. If the household size has increased, the name(s) of the new person(s) who live(s) in the unit must be given to the office.

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

- (b) The maximum number who can live in each unit type is:
- two-bedroom 4 persons
 - three-bedroom 6 persons

These are the "Maximum Occupancy Standards".

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

- two-bedroom 1 persons
- three-bedroom 2 persons

Unless stated in the subsidy agreement.

Preference will be given to families when applying.

These are the "Minimum Occupancy Standards".

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

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

- the situation is temporary, or
- the board decides that there are special circumstances that justify letting the household stay in the unit.

(e) If the board is going to consider a resolution to require the member to move, it must give the member **ten days or more** written notice of the meeting.

(f) The member can attend and speak at the board meeting, or have a representative speak. The representative can be a lawyer or another person. The board must deliver its decision in writing to the member. The member cannot appeal the board's decision.

(g) The board can evict the member if:

- the member does not accept the first unit offered, or
- the board decides not to put the member on the internal waiting list because there are no units of a suitable size.

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

However, the board can decide not to evict the member if:

- the situation is temporary, or
- the board decides that there are special circumstances that justify letting the household remain in the unit.

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

6.3 Able to Live Independently

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

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

- the member makes arrangements that are acceptable to the board, and
- the member signs and obeys a written agreement if the board requires it.

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

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

6.4

Government Takeover of Co-op Ownership

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

6.5

Damage by Fire, etc.

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

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

- Should the unit be repaired?
- How quickly?
- When will the member be required to move out?



- When will the member be entitled to move back?
 - Will there be any charges to the member during the period?
 - Are there any available units that the member can occupy until their unit is repaired? Should there be any priority on the co-op's internal or external waiting list?
- (c) The co-op does not have to provide rent to an outside landlord, or any other costs, because of damage.
- (d) If the damage is serious so that, in the opinion of the board, it is not desirable to repair the Unit, then the member's right to occupy the Unit shall be terminated and charges shall cease effective the day of the fire or casualty.
- (e) If the damage is such that the Unit is no longer habitable, but the Co-op intends to repair the Unit, then the member's right to occupy the Unit shall be terminated and charges shall cease effective the day of the fire or casualty, and in addition to the priority on the waiting list referred to in subparagraph (g), such member shall have a further right to reoccupy the damaged unit when it is repaired.
- (f) For a period of up to three months after the fire or casualty, the member's household shall be able to occupy any vacant Unit of housing of the Co-op on an emergency basis paying the lesser of the charges applicable to such Unit or the damaged Unit.
- (g) Members losing the right to occupy under this paragraph shall have priority on the internal waiting list until a suitable sized unit is offered to them.

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Article 7: Occupancy by Members

**7.1
Policy**

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

- a member
- any other members living in the unit
- persons under sixteen living in the unit
- persons who have turned sixteen and
continue to live in the unit with parental
consent, and
- any long-term guests approved by the
board under 7.5 of this By-law.

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

- (b) This By-law applies to a member unit. The
co-op does not have to follow the procedures
in this By-law when dealing with non-member
units or non-residential spaces, if any. Any
leases, agreements or applicable laws govern
the co-op's relations with them. Parts of
this By-law apply to non-members living in a
member unit.
- (c) Occupants of a member unit who are not
members have:
- no greater right to occupy the unit than
the members who occupy it, or any right to
occupy it independent of the members
 - no right to occupy any other unit in the

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co-op, and

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

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7.2
Additions to
Household

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

7.3
Persons Sixteen
Years of Age

Member's children who are sixteen (16) years of age or over may apply for membership in the Co-op. They must apply at eighteen (18) years. If accepted they must sign the occupancy agreement. If they are not accepted they may continue to reside with their family as long term guests and the member family shall be responsible to the co-op for their behaviour within the Co-op. The Board can cancel long term guest status at any time as stated in 7.5. At twenty (20) years of age, adult children must again apply for membership. If accepted they must sign the occupancy agreement. If not accepted they will be given 30 days notice to move. If they refuse to move, the members household will be in default and article 9.5 (re-eviction) will be in effect.

7.4
Casual Guests

(a) Members can only have a reasonable number of guests at anytime. (reasonable may be determined by the Board.)



- (b) Members must have the Board's permission to permit a guest to stay for more than two consecutive months for a single visit, or more than 3 months in any 12 month period. When the board gives permission for any visit it:
 - sets the time limit for the visit, and
 - can decide to include the income of the casual guest when calculating household income for a housing charge subsidy as per Ministry of Housing Guidelines.

**7.5
Long-Term Guests**

- (a) The board can allow members to have a guest for an indefinite period as long as the total number of occupants does not exceed occupancy guidelines. These guests are long-term guests in this By-law. Examples include:
 - family members who are part of a member's household
 - live-in employees
 - additions to the household who have been refused membership, and
 - others whom the member invites.
- (b) Members and their guests must sign a long-term guest agreement, such as Schedule B of this By-law.
- (c) The board can cancel long-term guest status or change the terms of the long-term guest status at any time. The board must give written notice to the member and the guest of any meeting where it will be discussed. The board must give written notice to the member and the guest that it has ended long-term guest status. The board decides when the long-term guest status ends. There is no



right of appeal.

- (d) Normally, the income of long-term guests is to be included in the household income when housing charge subsidy is calculated as per Ministry of Housing Guidelines.

**7.6
Principal
Residence**

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

**7.7
No Transfer of
Occupancy Rights**

Members cannot transfer their occupancy rights to anyone else.

**7.8
Sub-Occupancy**

- (a) If members want to leave the co-op temporarily, they can allow someone to occupy their unit as a sub-occupant. The members and all sub-occupants must sign a Sub-Occupancy Agreement approved by the co-op, such as Schedule C of this By-law, before the sub-occupancy begins.
- (b) All sub-occupants must have the approval of the member selection committee and the board.
- (c) Normally a sub-occupancy can only last **twelve months**. However, the board can allow a longer term but not longer than **eighteen months**.

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7.9
No Profit

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

7.10
Co-op Employees

- (a) A permanent employee of the co-op cannot be a member of the co-op. If the board and the membership decides that the employee's duties make it necessary to live in the co-op, the employee will be a tenant of the co-op. Part IV of the Landlord and Tenant Act applies to this tenancy.
- (b) The board must make sure that there is a written agreement with the employee stating that the employee's tenancy ends at the same time that the employment ends, However, the employee may apply for membership at that time.

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7:11

Death of a Member

- (a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the member's possessions by the end of the second month after the death.

- (b) Non-members living in the unit after a member's death can apply for membership. If they are accepted, the board can allocate the unit to them without putting them on a waiting list. If they do not apply for membership or their application is rejected, the board can evict them without using the procedures in Article 9. The eviction of any non member would follow the Landlord and Tenants Act.

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Article 8: Members Who End Their Occupancy

**8.1
Procedures**

- (a) When members want to end their occupancy in the co-op, they must give at least **sixty-five** days' written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the board's consent. The board can refuse to allow members to withdraw the notice. Members cannot appeal the board's decision.
- (b) Members have full rights and obligations during the notice period. When members move out of their unit, they are still responsible for any outstanding obligations.
- (c) If the member fails to vacate the unit at the end of the 65 day period the Board can follow the procedures of writ of possession stated in article 171.14 of the Co-operative Corporations Act. Procedures can be started prior to the end of the 65 days if the Board feels it is necessary. In this case, the board does not have to follow the procedures in Article 9 of this By-law.

**8.2
Withdrawal
from Membership**

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

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8.3
Vacant Unit

If a unit is abandoned, (other than as laid out in article 7.6) the co-op can take possession. The member's occupancy rights end on the day that the co-op takes possession. It will be considered that the member has withdrawn from membership at the same time. If a unit has been abandoned, the Co-op may enter the unit and allot it to another member, or rent it, and any losses or costs resulting to the Co-op shall be the responsibility of the abandoning member. A unit shall be deemed abandoned if reasonable inquiry indicates that persons have not been seen entering or leaving the unit for a significant period of time, and if on entry of the unit it appears vacant by reason of absence of furniture or other personal belongings.

8.4
Members No Longer
Living in the Co-op

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

.....

Article 9: The Co-op Evicts a Member

9.1

**Terms Used
in This By-law**

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

9.2

**When the Co-op
Can Evict
a Member**

(a) The board can evict a member if the member:

- i. is in arrears of their housing charges to the co-op
- ii. has been repeatedly late in paying housing charges
- iii. has broken any of the By-laws, or
- iv. has repeatedly broken the By-laws, even if the member has corrected the situation when given notice.

The board can also evict a member if someone the member is responsible for has done any of the above.

- (b) The board can evict a member under 6.2, 6.3, and a decision on membership referred to in 6.5 of this By-law.

9.3

**How the Co-op
Can Evict a Member**

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

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

.....



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

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

- (c) The notice must state:
 - i. the time and place of the board meeting. It may also state a time when the board will discuss the member's membership and occupancy rights during that meeting.
 - ii. the reasons for the proposed eviction
 - iii the member's unit
 - iv. the proposed eviction date, and
 - v. the fact that the member need not vacate the unit, but that the co-op may obtain a writ of possession after it ends the member's membership and occupancy rights.

- (d) The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.

- (e) The notice must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the board meeting:
 - i. ten days if the member owes charges to the co-op
 - ii. **one** day in the case of proven domestic violence, defined as sexual abuse or physical abuse.
 - iii **thirty** days if the member is unable to live independently, as in 6.3 of this By-law

.....

iv. **ninety (same as 6.2 (h))** days if the member's household size breaks the co-op's occupancy standards

v. thirty days for all other reasons.

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

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

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

- (g) If the board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within ten days of the meeting. The notice must be signed by a director or the co-ordinator.

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

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

9.4 Right of Appeal

- (a) A member can appeal the board's decision. The decision is not effective until the appeal is decided or dropped. (In the case of eviction due to domestic violence, (see 9.3 (e) (ii)) the member must vacate the unit and can appeal using the same process, but cannot return to the unit until the appeal has been decided.
- (b) A member who wants to appeal must give a notice of appeal to the co-op office within seven days of the date on which the eviction

.....

notice was given.

- (c) When the co-op receives a member's notice of appeal the co-op must:
 - i. call a meeting of the members, giving proper notice, or
 - ii. put the matter on the agenda for another members' meeting.

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

- (d) Everyone who receives notice of the members' meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the Act.

- (e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.

- (f) The members at the meeting can confirm the board's decision, or replace it with any other decision which the board could have made.

- (g) The board's decision is confirmed if:
 - i. the members at the meeting does not pass a resolution to change the decision, or
 - ii. a quorum of members are not present at the time of the vote concerning the board's decision, or at the beginning of the meeting.

- (h) If the appeal is unsuccessful, the member will be evicted **two** days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.



**9.5
Legal Action**

(a) The board can decide to take legal action as a result of decisions under the previous sections. The board does not have to wait until the eviction date to start legal action.

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

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

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

**9.6
Performance
Agreements**

(a) The co-op can sign a performance agreement with the member. When a member and the co-op sign a performance agreement, any outstanding resolution evicting the member will be cancelled.

(b) The performance agreement may state how the member will:

- i. carry out obligations in the future
- ii. correct any past problem, and
- iii. compensate the co-op for any losses.

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



- (c) The board can use the Performance Agreements in Schedules G and H of this By-law.
- (d) If the member breaks the performance agreement, then the board must start the procedure to evict the member over again. Breaking the performance agreement does not in itself give the co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members, or a judge.
- (e) When signing a performance agreement, the board can decide that a resolution of eviction will not be effective if the member:
 - i. pays the amounts owed, or
 - ii. carries out any acts that the board states in the resolutionwithin the time period stated in the resolution.

**9.7
Non-Members
in a Member Unit**

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

.....

Article 10: Miscellaneous

**10.1
Personal
Information
of a Member**

(a) If members appeal a board decision, or bring up a discussion at a members' meeting involving personal information about themselves, the board can disclose other relevant personal information about the members.

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

**10.2
Serving Documents**

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

- a notice will be given to each member being evicted,
- if a member is absent or evading notice, the notice can be given by :
- handing it to any apparently adult person at the unit,
- posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
- sending it by registered mail to the person at the unit.

.....

.....

**10.3
Errors or
Omissions in
Procedures or
Notices**

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

**10.04
Amendment**

This By-law shall come into effect only after being passed by a resolution of the Board and confirmed by a two-thirds majority of the votes cast at a meeting of members, and may be amended only in the same manner and by the same majority.



CERTIFIED to be a true copy of By-law No. ____ of _____
, passed by the board of directors at a meeting held on the ____
day of _____, 199____ and confirmed by a two-
thirds vote at a meeting of members held on the _____ day of
_____, 199_____.

Secretary c/s

Schedule

Schedule A
Long-Term Guest Agreement
GATEWAY HOUSING CO-OPERATIVE INC.
41-390 CHAMPLAIN STREET
NORTH BAY, ONTARIO

Please print or

1.

2.

List each Member
in the Member
Unit:

Long-Term

Guest:

Unit # & Street:

City:

Address of
Member Unit:

type. Add additional pages if necessary.

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

Date:

Signature of the
Long-Term
Guest:
Co-op

by:

Date:

Signature for the
Co-op:

Schedule B Sub-Occupancy Agreement

GATEWAY HOUSING CO-OPERATIVE INC.
41-390 Champlain Street
North Bay, Ontario

List each Member in the Member Unit:

- 1.
- 2.
- 3.
- 4.

Please print or
type. Add
additional pages
if necessary.

1.

2.

3.

4.

List each Sub-
occupant:

Unit # & Street:

City:

Address of
Member Unit:

Date of
Occupancy:

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

1. The co-op
agrees that the
sub-occupant can
live in the
member's unit
from

_____, 19____
_____ to

_____,
19____. The
sub-occupant
agrees to leave
the member's unit
at the end of the
time period
above. The sub-
occupant must
have written
permission from
the co-op and the
member to stay
longer.

1. The co-op agrees that the sub-occupant can live in the

member's unit on a monthly basis starting _____, 19____. The member or the sub-occupant can end this agreement on sixty days' notice. The notice period must end on the last day of a month.

2. The sub-

occupant agrees not to break any of the terms of the member's Occupancy Agreement or any co-op By-laws.

3. The sub-occupant agrees to pay all housing charges and to carry out all the obligations that the member has to the co-op. The monthly housing charge is \$_____ and must be paid directly to the co-op. The monthly housing charge may change during the sub-occupancy.

4. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.

Signature(s) of Member(s):

5. The sub-occupant acknowledges that the co-op allows only members and their households to occupy co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end.

6. The co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to thirty days' notice to leave the unit. The co-op can do this if the member ends co-op membership or the co-op is evicting the member.

7. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the Landlord and Tenant Act does not apply.

8. The sub-occupant agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Member 1:
Member 2:

Date:
Date:

Member 3:

Date:

Member 4:

Date:

Sub-Occupant 1:

Date:

Sub-Occupant 2:

Date:

Sub-Occupant 3:

Date:

Sub-Occupant 4:

Date:

Signature(s) of
Sub-Occupant(s):
Co-op

by:

Date:

Signature for the
Co-op:

Schedule C
Notice to Appear
pages if necessary.

Please print or
type. Add
additional

To Members:

- 1.
- 2.
- 3.

List each
Member in the
Member Unit:

4.

Unit # & Street:

City:

Address of
Member Unit:

The board of directors is going to consider ending your membership and occupancy rights at a board meeting. Fill in the date of the meeting; the room or location, the street address and the municipality; the start time and the time the member should arrive. If the member has to arrive at the beginning of the meeting, put a line through the words "but you do not have to arrive before _____ p.m." Earliest possible date, based on meeting date and by-laws.

to consider ending your membership and occupancy rights at a board meeting.

This meeting will be on _____, 19____, in the _____ at _____, _____, Ontario. The board meeting will start at _____ p.m., but you do not have to arrive before _____ p.m.

The proposed date for ending your membership and occupancy rights is _____, 19____. The board may set a later date.

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

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

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

Check one or both (if appropriate).

The Grounds for ending your membership and occupancy rights are:
Arrears:

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

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

Fill in as many as necessary, whether or not arrears is checked.

Paragraph(s) that the member has broken.

1. You owe the co-op \$ _____ of housing charges as of _____, 19____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

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

3. Specific:

Paragraph that provides for eviction.

General:

Describe the details of what the member did wrong, including dates if appropriate.

Details:

Co-op

by:

Date:

Signature for the Co-op:

Schedule D Board of Directors Eviction Decision

GATEWAY HOUSING CO-OPERATIVE INC.
41-390 Champlain Street
North Bay, Ontario
P1B 9L3

Please print or type. Add additional pages if

1.

2.

3.

4.

necessary.

List each Member in the Member Unit:

Members:

Unit # & Street:

City:

Address of
Member Unit:

Background: Fill in the paragraph of the by-law and its name and number.

1. The Co-operative gave the member(s) a

Notice to Appear as required by paragraph _____ of the _____ By-law (By-law No. _____) and section 171.8 of the *Co-operative Corporations Act* (as amended by Bill 166).

Put a line through the incorrect phrases.

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

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

Decision:

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

4. The occupancy rights of the member(s) in the above unit are ended on _____, 19 _____. The membership of the member(s) in the Co-operative is ended on the above date.

Reasons:

Include as a reason each ground in the Notice to Appear used by the board to make its decision (which may not be all of them). Not all of the details are necessary.

5. The board of directors made its decision because:

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

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

Arrears:

1. The member(s) owe(s) the co-op \$_____ of housing charges as of _____, 19____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

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

Other:

Repeat for each Paragraph(s) that the member has broken.

additional reason.
3. Specific:

Paragraph that provides for eviction.

General:

Describe the details of what the member did wrong, including dates if appropriate.

Details:

Further Decision:

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

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

Resolution of the
board of directors
of

_____, passed _____,
19____ at a proper meeting, which resolution is still in effect and has not been amended.

Co-op

by:

Date:

Signature for the
Co-op:

Schedule E
Notice of Board of Directors Eviction Decision

GATEWAY HOUSING CO-OPERATIVE INC.
41-390 Champlain Street
North Bay, Ontario

List each Member in the Member unit:

Please print or
type. Add
additional pages
if necessary.

To Members:

1.

Address of Member Unit:

2.

3.

4.

Unit # & Street:
City:

Fill in the date of the board meeting and the date the member is to move out.

Attach a copy of the Board Eviction Decision to this Notice.

A meeting of the board of directors was held on _____, 19____. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your occupancy rights in the above unit on _____, 19____, and decided to end your membership in the Co-operative on that date. (See the attached Board of Directors Eviction Decision.)

Repeat the date the member is to move out.

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

Leave your unit by _____, 19____. If you do not, the Co-operative will start a court proceeding against you.

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

Co-op

by:

Date:

Signature for the
Co-op:

**Schedule F
Performance Agreement
Arrears and Late Payment**

GATEWAY HOUSING CO-OPERATIVE INC.
41-390 Champlain Street
North Bay, Ontario
P1B 9L3

Please print or type. Add additional pages if necessary.

1.

2.

3.

4.

List each Member
in the Member
Unit:

Unit # & Street:

City:

Address of
Member Unit:

Include this paragraph only if the board of directors has decided to end membership and occupancy rights. You admit that Fill in one of these.

The board of directors decided to end your membership and occupancy rights at a meeting on _____, 19____.

the following is true:

1. You owe the co-op \$_____ of housing charges as of _____, 19____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

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

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

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

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

(a)
\$ _____
when you sign this Agreement.

(b)
\$ _____ on _____ or before _____, 19____.

(c)
\$ _____ a month from then on.

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

2. You agree to pay your monthly housing charges on or before the first day of each month from the date this agreement is

signed.

3. You agree to make the above payments by certified cheque or money order. You agree to make these payments to the co-op office by 4 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, you can make the payment on the next business day.

4. You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.

5. You must meet all the deadlines in this Agreement. You must not miss any of them unless you have authorization from the co-op.

Member 1:

Date:

Member 2:

Date:

Member 3:

Date:

Member 4:

Date:

Signature(s) of
Member(s):
Co-op

by:

Date:

Signature for the
Co-op:

Schedule G Performance Agreement

GATEWAY HOUSING CO-OPERATIVE INC.
41-390 Champlain Street
North Bay, Ontario
P1B 9L3

Please print or
type. Add
additional page if
necessary.

List each Member in the Member Unit:

1.

Address of Member Unit:

2.

3.

4.

Unit # & Street:
City:

Include this paragraph only if the board of directors has decided to end membership and occupancy rights.

The board of directors decided to end your membership and occupancy rights at a meeting on _____, 19_____.

You admit that the following is true:

Describe the details of what the member did wrong, including dates if appropriate.

Fill in what the member agrees to do or not to do.

Any outstanding resolution to evict you is cancelled. The co-op agrees not to end your membership and occupancy rights as long as you agree that for _____ months

you:

Member 1:

Date:

Member 2:

Date:

Member 3:

Date:

Member 4:

Date:

Signature(s) of Member(s):
Co-op

by:

Date:

Signature for the Co-op:

Schedule H

Rules that apply to ending the membership and occupancy rights of a member of a non-profit housing co-operative. (An extract from the *Co-operative Corporations Act*.)

171.8

Procedure for terminating membership, etc.

(2) The following rules apply:

1. Membership and occupancy rights may be terminated only by a majority of the board of directors at a meeting of the board.
2. Membership and occupancy rights may be terminated only if the member ceases to occupy a member unit or on a ground set out in the by-laws. Membership and occupancy rights may not be terminated on a ground in the by-laws that is unreasonable or arbitrary.
3. The member shall be given written notice that the board of directors will consider terminating the member's membership and occupancy rights. The notice must be given at least ten days before the meeting of the board of directors at which the matter will be considered.
4. The notice must be signed by a director of the co-operative or by any other person authorized by the by-laws for the purpose and must,
 - i. set out the time and place of the board's meeting,
 - ii. set out the grounds for the proposed termination,
 - iii. identify the member unit to which the member has occupancy rights,

- iv. specify the date of the proposed termination,
- v. advise the member that he or she need not vacate the member unit but that the co-operative may obtain possession of the unit by obtaining a writ of possession following the termination of the member's membership and occupancy rights,
- vi. advise the member he or she may appear and make submissions at the board's meeting, and
- vii. advise the member that he or she may appeal the board's decision to the members.

5. If a meeting is adjourned no new notice is required if the time and place of the continuation of the meeting is announced at the original meeting.

6. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the board of directors.

7. In a decision to terminate the member's membership and occupancy rights, the board of directors may specify a date for the termination that is later than the proposed date that was specified in the notice to the member.

8. The member shall be given written notice of the decision of the board of directors within five days after the board's meeting. The notice must be signed either by the secretary of the co-operative or by a person authorized by the By-laws for the purpose.

9. The member may appeal the board's decision to the members. The effect of the decision is suspended until the appeal is disposed of or abandoned.

10. To appeal, a member must give written notice to the co-operative within seven days, or such longer period as the by-laws provide, after the notice of the board's decision has been given to the member under paragraph 8.

11. The appeal shall be considered at a meeting of the members held at least fourteen days after the notice to appeal is received.

12. If the co-operative receives written representations with the member's notice of appeal, the board of directors shall, subject to subsection (4), ensure that a copy of the representations is given, before the meeting at which the appeal will be considered, to each member entitled to receive notice of the meeting. The distribution of the representations shall be at the co-operative's expense. This paragraph does not apply if the representations exceed 5,000 words.

13. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the members.

14. The appeal shall be decided by a majority vote of the members and the members may confirm, vary or set aside the board's decision. If no decision is made by the members or if there is no quorum at the meeting or if there is no longer a quorum when the vote is to be taken, the board's decision shall be deemed to have been confirmed.

Idem

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

Refusal to distribute

(4) The board of directors is not bound under paragraph 12 of subsection (2) with respect to a member's representations if it clearly appears that the right of the member to have his or her representations distributed is being abused to secure needless publicity for matters that,

- (a) are not related to the appeal; and
- (b) are not related, in a significant way, to the business or affairs of the co-operative.

Notice of refusal

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

Application to court

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

Advance determination

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

Liability for representations

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

Schedule I

Participation Policy

1. Each member shall participate in the operations of the Co-op by sitting on the Board or a committee, or volunteering in some other area of the Co-op's operation to a minimum of 2 hours per member per unit per month.
2. Each member will normally give a minimum of a one year time commitment to the chosen participation activity.
3. After participating for at least two years as set out above, each member is entitled to a "sabbatical" period of six months from this participation requirement.
4. No member may sit on more than one committee unless specifically allowed by the Board. However, a Board member may sit on a committee if he/she wishes to be directed by the Board to do so.
5. A member may be exempted by the Board from this participation requirement due to reasons of health, employment or other reasons acceptable to the Board.
6. The Co-ordinator will keep records of each member's participation and sabbatical history to assist the Board in enforcing this policy.

Schedule J Maintenance and Improvements Policy

**Purpose of this
Policy:**

General:

Units:

**Interior Common
Elements**

**Changes to Units
Interior &
Exterior**

**Exterior
Maintenance**

**Uniformity
By-Law**

**Reimbursement
for Expenditures
by Members**

**Tools and
Equipment**

Move-out Policy

- 1) To set out the respective responsibilities of the members and the Co-op for the Maintenance, repair and improvement of the Co-op Property.
 - a) ensure that buildings are structurally sound, safe and secure,
 - b) provide property related services and facilities to meet the needs of members,
 - c) keep mechanical systems and appliances in good working order, and
 - d) maintain and enhance the attractive appearance of the property.
- 2) To establish guidelines concerning what repairs and improvements members may undertake with their individual units.
 - ii) Members are generally responsible for the upkeep and cleaning of their units including:
 - a) carrying out minor repairs
 - b) reporting maintenance problems to the Co-op promptly
 - c) re-decorating, and ,
 - d) grounds-keeping and general maintenance of private yards.
 - iii) Members will be responsible for any costs resulting from repairs or replacements of Co-op property which is necessitated by:
 - a) the removal by the member of Co-op owned property or equipment,
 - b) undue wear and tear caused by the member, and,
 - c) damage caused willfully or through negligence by the member, or any person in the members household, or a guest of the member.

The policy does not deal with the maintenance related procedures that will be used to carry out the policy. The Maintenance Committee (in consultation with the Board and Co-op staff) is responsible for putting in place such procedures.

- i) The co-op is generally responsible for the routine maintenance, repair
 - i) Decorating
 - a) When members wish to re-paint their units, they will be responsible for carrying out the work, unless prevented from doing so by illness, age or disability. The Co-op will not require members to re-paint their units unless re-painting is necessary because of undue wear and tear.
 - b) The Co-op will supply paint to re-paint units every three years or when there is a change of occupancy and every five years for ceilings if needed. This allowance may be claimed in installments if the whole unit is not painted at one time. The Maintenance Committee will determine the amount of paint allowable or each size of unit.
 - c) The Co-op will provide the paint from a selected range of types and colours. Members will not be reimbursed for the cost of paint which they have purchased themselves.
 - d) Members who are purchasing their own paint are expected to use reasonable discretion when choosing a paint colour. If a dark colour is

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t),
- e.g. brushes, rollers, thinner and drop-clothes, must be supplies by the members at their own expense.
- f) Only surfaces previously painted may be painted.
- g) Members are expected to take due care when painting. Drop-clothes or similar protective coverings must be used. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. masked before painting.
- h) All wallpaper must be dry-strippable and must be removed when the member vacates the unit unless the member moving in has requested, in writing, that the wallpaper be left in place. The Co-op will not contribute to the cost of wallpaper.
- i) Other wall finishes such as cloth, tiles, mirrors etc. may be used only if their application will not damage the wall surface. Any damage caused by their application must be corrected by the member at their own expense before the units vacated.
- j) Texture spray, stucco or textured paint may not be applied to any walls or ceilings without prior approval of the Board.
- k) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers, except fo the usual repairs required on removal of drapery rods and hardware.
- ii) Floors
- a) Members are expected, on a regular basis, to clean and maintain all flooring materials and coverings such as vinyl flooring and carpeting.
- iii) Appliances
- a) Co-op owned appliances and their accessories belonging to the co-op may not be removed or moved from one unit to another, or replaced without prior written permission from the co-op.
- b) The co-op is responsible for maintaining Co-op owned appliances in working order and replacing them in necessary.
- c) Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, in accordance with the recommendations of the manufacturer. Damage to any appliance which is caused by the failure of a member to carry out these responsibilities or other wise caused by the member’s neglect or abuse will be repaired by the Co-op at the members expense.
- d) Members may install additional appliances without consulting the Co-op provided no structural alterations are required to do so. If structural alterations are required, they must be approved in advance, by the Maintenance Committee in accordance with paragraph 5 below.
- iv) Windows and Screens:
- a) The Co-op is responsible for the replacement of all broken windows and

torn screens. The member will be charged for the cost of such repairs if the damage is judged to be the member's fault.

will have the right to take such pest control measures as is considered necessary to deal with the problem. When determining what measures the Co-op will have regard for the health of the members.

- b) Exemptions to the general requirement that chemical pesticides be used in units will be allowed to member who obtain a letter from a doctor confirming an allergy or a susceptibility to these products. Members who are exempted from the use of chemical pesticides will be required to co-operate with the implementation of an alternative method of pest control recommended by the Co-op. Such exemptions will only apply to the member's unit, and not to other areas of the townhouse block.
- c) Members must co-operate in the preparation of their units for the extermination services. The Co-op will provide assistance if members are incapable of preparing for extermination services.

vi) Locks

- a) The Co-op will maintain all locks on entrance doors to the individual units.
- b) Members may not alter the locking system of their units.
- c) If locks need to be changed, the Co-op will change them at the discretion of the Board.

vii) Hazards

- a) Members are not permitted to store highly flammable substances within their units.
- b) Smoke detectors installed by the Co-op may not be pained, disconnected, or removed.
- c) Members must not cause electrical circuits to be overloaded.

v) Pest Control

viii) Mov-out/Move-in Inspections

- a) In the event of a serious pest control problem in the buildings the Co-op
 - a) On receipt of 65 days notice from a member of intent to vacate, the Co-op will carry out an inspection of the member's unit. Wherever reasonably possible this inspection shall be done in the presence of the member(s) vacation the unit.
 - b) On completion of the inspection, the Co-op will provide the member with a list of repairs required (if any) to bring the unit up to a condition which, in the opinion of the Co-op is acceptable.
 - c) A follow-up inspection will take place within thirty days to ensure that the repairs have been completed. If they have not been completed, the Co-op will arrange for the work to be done and the member will be charged for the expenses incurred.
 - d) The Member Deposit may be applied against the cost of repairs or cleaning.
 - e) On move-in, a unit inspection will be carried out by the Co-op in the presence of the new member. A report on the condition of the unit will be signed by both the new member and the Co-op.

be responsible for giving each household at least 48 hours advance notice of the inspections.

- ix) Annual Unit Inspections
 - a) As part of the preventive maintenance programme, the Co-op will carry out an annual inspection of all units to identify present and possible future maintenance problems.
 - c) Following the inspection, the member will be given a list of the repairs (if any) required and a date for a follow-up inspection will be set. If the member fails to carry out the necessary repairs, the Co-op will arrange for the work to be completed and the member will be charged for the expenses incurred.
 - b) The Co-op will
 - x) General
 - a) The Co-op is responsible for the routine maintenance, repair and periodic redecorating of all interior common areas (including office, laundry room, etc.)
 - b) The Co-op will carry out an annual maintenance inspection of all interior common elements.
 - c) The Co-op is responsible for maintaining and servicing all common mechanical systems and equipment (e.g. laundry room, appliances, etc.)
 - d) The Co-op is responsible for re-lamping lights in the common areas.
 - e) The Co-op is responsible for regular testing of all safety systems.
 - f) Members must not permit anything to block fire exits, stairs and corridors or public thoroughfares as applicable.
 - ii) Garbage
 - a) Large items (e.g. unwanted furniture) must be disposed of by the member. Not put in the garbage bin.
 - b) The Co-op is responsible for the regular cleaning and spraying of the garbage hut.
 - c) Co-op residents must place garbage in the garbage bin provided. Garbage must be contained in properly secured garbage bags.
 - iii) Mechanical and Electrical Systems
 - a) The Co-op is responsible for the routine maintenance and repair of mechanical and electrical systems to ensure their effective functioning.
 - b) Members are responsible for reporting any mechanical or electrical problems (eg. Leaking faucets) to the Co-op as soon as detected.
 - i) Buildings
 - a) The Co-op is responsible for the routine Maintenance, repair and

improvement of the exterior of the buildings (eg. roofing, masonry, windows, light fixtures etc.)

b) At a minimum, the Co-op will carry out an annual maintenance inspection of the exterior and common areas of the buildings. Maintenance inspections of the exterior and common areas of the buildings may be carried out more often as necessary.

c) The Co-op is responsible for all exterior painting.

d) The Co-op is responsible for periodically cleaning the exterior of all windows in the community centre.

e) Members in townhouse units are responsible for periodically cleaning the exterior and interior of all windows.

ii) Grounds

a) Co-op's Responsibilities

The Co-op is responsible for the following common area grounds

maintenance:

- routine maintenance of lawns and trees
- routine maintenance and improvement of driveways, steps and walkways including repairs and resurfacing of pavement, cleaning and sweeping
- removal of litter from lawns, walkways, driveways and play areas
- maintenance of exterior drains.
- routine maintenance, repair and replacement of exterior common area lighting, including periodic re-lamping.
- regular removal of snow and ice and sanding of common walkways, steps and driveways
- painting and staining of fences (to be done solely by the Co-op in order to maintain uniform appearance)
- repair of damaged fences, (the cost of repair will be charged to the members in the damage was caused by neglect or abuse)
- Maintenance of children's playground and equipment

b) Member's Responsibilities

- Members are responsible to ensure that their private yards and walkways leading to their units appear orderly and are reasonably maintained
- Members must receive the prior, written approval of the Maintenance Committee to erect any structure (eg. storage shed) and must comply with the Move-Out By-Law and the Uniformity By-Law.

i) Members must receive the prior written approval of the Co-op before undertaking any alteration to their unit or private outdoor space which:

- involves structural changes (eg. removing walls)
- requires a building, electrical or other permit (e.g. plumbing or electrical alterations)
- is to be left in place permanently (eg. built in bookcase)
- will affect the external appearance of the unit (eg. erecting storage shed)
- involves changes in the equipment in the unit (eg. replacement of stove)
- alters the division of space in the unit.

ii) Application must be made to the Maintenance Committee and all information requested concerning the proposed alteration must be provided.

iii) The Maintenance Committee is authorized, in accordance with the terms of this Policy, to approve or reject requests and to attach such conditions to approved requests as it considers appropriate. Members may appeal to the Board of Directors if their request is turned down.

iv) The Maintenance committee will follow established guidelines to use when reviewing requests. These guidelines will be designed to ensure that any alteration undertaken is safe, meets all applicable codes and regulations, does not adversely affect the future marketability of the units, will be of an acceptable quality and, generally, is in the interest of the Co-op.

v) If the Maintenance Committee finds it necessary to employ the services of a consultant in order to determine whether an improvement request should be approved, the member submitting the request will be responsible for the costs involved. (The member will be advised of the costs and asked whether the consultant should be employed.)

vi The Maintenance Committee may require a member to pay a deposit to the Co-op prior to undertaking any alterations. The deposit may be held and returned following satisfactory completion of the work or in the case of a temporary but major alteration, it may be held by the Co-op until the unit has been restored to its original condition.

vii Members are responsible for obtaining and paying for the cost of any permits required by the local municipality. The Maintenance Committee must be provided with a photo copy of any permit received.

viii The Maintenance Committee may from time to time set standards of design, materials and quality of work for improvements which members carrying out such improvements must meet.

ix Members will not be compensated for the cost of improvement to their units unless the improvements are undertaken at the initiative of the Co-op.

x Fixtures are the property of the Co-op. Members may, on a temporary basis, replace Co-op owned fixtures with their own but are responsible for storing the original fixtures within their units and replacing them in good condition, before they move out.

xi If a member undertakes any alteration listed above without the prior written approval of the Maintenance Committee, or if, at the time of final inspection the work is judged to be unsatisfactory, the member may be required to restore the unit to its previous condition at their own expense.

The Co-op will reimburse members for maintenance related expenditures which they have made only if they have received the prior approval of the Co-op for the expenditures. Receipts must be provided.

- a) The Maintenance Committee will determine from time to time what Co-op equipment, if any, may be loaned to members on what terms.
- b) Members will be responsible for loss of, or damage to any equipment borrowed from the Co-op while in their custody, however caused.

When a member moves out of a unit, that unit must be left in a clean and orderly condition. If this is not the case then a deduction will be made from the member's member deposit before the deposit is returned.

- a) If there is garbage left in the unit, or in the yard, a dumping fee will be deducted from the member deposit. This dumping fee will be a minimum charge of \$15.00. Should the amount of garbage left in a unit, or the yard of a unit require a truck to remove it to the dump, the charge will be the cost of the truck and the dumping fee charged by the city dump.
- b) If the unit is not cleaned when the member moves out, a minimum fee of \$25.00 will be deducted from the member deposit. The will be used to cover the cost of cleaning supplies. If the extent of the uncleanliness requires more than this amount in cleaning fees, or the hiring of professional cleaners, this will be charged against the member loan.
- c) The repairs of any damages to the units will also be charged against the member deposit. This does not include general wear and tear.
- d) Any permanent fixtures remain the property of the co-op, interior or exterior. (ie. Fences, built in book cases etc.)
- e) The Coordinator is responsible for arranging the pre-move-out and move-out inspection dates. Two members of the maintenance (inspections) committee or one member of the maintenance (inspections) committee and one member of the Board or the Coordinator will be assigned to both inspections. (Ensuring that at least one of the team does both inspections) After the pre-move-out inspection the member will be given the opportunity to fix or repair any problems that showed up during the pre-move-out inspection.
- f) At the time of the move-out inspection, if it is determined that there is damage to the unit, it is the responsibility of the moving out member(s) and they will be informed that there will be a deduction from their member deposit, in an amount to be determined by the Board of Directors.

Front Yards:

No fences shall be erected in the front yard of units. No changing colours of exterior paint, including trim and doors, is allowed. Mail boxes, unit numbers and post numbers must remain uniform and in good condition.

Flowers may be planted along the side walk and the edge of the units,

but must not extend further than one foot from sidewalks or walls. No vegetable gardens may be planted in the front yards.

Front yards may be roped off in order to seed the grass, but the ropes must be taken down when the grass is growing.

General:

All private yards should be kept neat and tidy at all times, with grass cut and snow shovelled regularly. Bikes and/or large items should not be left for long enough periods to cause damage to the grass. Garbage may not be left outside doorways, either in the front or back yards.

Back Yards:

Members may at their own expense fence in their back yards to a distance of 20 feet from the patio doors for the units closest to the property line, and 25 feet from the patio doors for the units that jut away from the property line. This fencing shall be either be Chain Link with top bars and corner posts approved by the maintenance committee and office, or be board on board of the same type as the privacy fences. The height can be either the same as the existing privacy fences or it can be 4 feet high.