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

By-law No. 26

OCCUPANCY BY-LAW

Passed by the Board of Directors on September 20, 2017

Confirmed by the members on September 26, 2017

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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.

1.2 Priority of this By-law

(a) Conflict with other by-laws

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

(b) References to other by-laws

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

(c) No unauthorized commitments

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

1.3 Repeals

The following bylaws, or parts of by-laws, are repealed when this by-law becomes effective:

- (a) The Occupancy By-law (By-law No. 19).
- (b) The Arrears By-law (By-law No. 21).

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* has important rules about occupancy that are not in this By-law.
- B. The *Residential Tenancies Act* has rules about co-op evictions that are not in this By-law.
- C. The Ontario *Human Rights Code* has important rules about housing that affect the Co-op.
- D. While the agreement is in effect, the Co-op has to follow the requirements of its Section 56.1 Agreement with CMHC and federal government requirements under the *National Housing Act*.
- E. If the Co-op receives funding under an Ontario government program, it may have to follow rules about occupancy under the *Housing Services Act*. The Co-op's service manager may also have rules about occupancy.

(b) **Changing by-laws**

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

1.5 Occupancy Agreement

(a) **Standard form**

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

- **Appendix A: 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 as stated in section 9.5 (Reporting Change in Household Size). A new Appendix B should be signed.

(b) **Who signs**

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

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

(c) **Government requirements**

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

(d) **Occupancy Agreement applies**

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

(e) **Special requirements**

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

1.6 Special Meanings

(a) **Business day**

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

(b) **Eviction**

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

(c) **Government requirements**

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

(d) **Housing charge subsidy**

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

(e) **Housing charges**

In this By-law "housing charges" means all charges that the Co-op makes to members or that members owe the Co-op.

- "Full monthly housing charges" means the housing charges calculated monthly before deducting or crediting any housing charge subsidy.
- "Subsidized monthly housing charges" means the full monthly housing charges after deducting or crediting any housing charge subsidy.

(f) **Legal action**

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

(g) **Manager**

In the By-law, the Co-op "manager" refers to the senior staff person. That person could have a different job title. Also, in some cases the board of directors or manager may authorize other staff members to perform some of the manager's duties mentioned in this By-law.

(h) **Performance agreement**

A "performance agreement" includes an arrears payment agreement.

(i) **Staff**

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

(j) **Year**

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

1.7 Summary of Time Requirements

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

ARTICLE 2: MEMBERS' RIGHTS

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

The Co-op gives members the right to:

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

Co-op by-laws limit members' rights.

ARTICLE 3: MEMBERS' CONTRIBUTIONS

3.1 Housing Charges

(a) Monthly housing charges

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

- the full monthly housing charges for the member's unit, less any housing charge subsidy;
- garbage fee;
- parking charges, if applicable;
- the charge for the standard level of cable TV service for all units that is agreed between the Co-op and its TV service provider from time to time, and approved by the members (the "Standard TV Charge");
- electricity for a unit;
- utilities for a unit;
- air conditioner charge (per air conditioning unit in unit; once per year), if applicable;
- other monthly charges that members must pay under any of the Co-op by-laws.

(b) Other housing charges

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

- the membership fee of \$5.00 per member (once only, with membership application);
- late payment charges;
- bank or financial institution charge for NSF cheques or failed payments;
- NSF administration or failed payment charges;
- Arrears 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:

- any cable or television charges that are different from, in excess of, upgrades to, or options from, the Standard TV Charge;
- telephone for a unit, if applicable;
- cell phone, if applicable;
- internet service, if applicable;
- insurance on the member's personal property;
- the member's personal liability insurance.

In the event electricity and/or utilities is charged on a per unit basis, 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 Member Involvement

Members must attend all general members' meetings. Members should take part in the other activities of the Co-op.

3.3 Payment of Housing Charges

(a) **Time of payment**

Housing charges are due before noon on the first business day of each 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 debit, if available at the Co-op
- 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 can pay each month by debit card at the Co-op office, if debit card is available at the Co-op. Members who do not pay in any of the ways stated above have to pay by monthly cheque or money order, or any other method approved by the Board of Directors from time to time. Cheques or money orders have to be delivered to the Co-op office. If no one is in the office, they can be put into the Co-op office mail box.

3.4 Other Charges

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

- the member;
- any person who is part of the member's household, or
- any pet which is part of the member's household, or that is allowed on Co-op property by the member or by someone in their household
- anyone permitted on Co-op property by the Co-op member or by someone in their household

This applies even if no Co-op by-law has been broken. Examples include debt collection charges, the Co-op's actual legal fees and costs, and the cost of repairs.

3.5 Member Deposit

(a) Paying the member deposit

Members must pay a member deposit to the Co-op, plus a maintenance guarantee fee deposit as outlined in section 3.6. Members must pay this deposit before moving into their unit. The member deposit will be used as the last month's housing charges.

(b) Amount of the member deposit

Members must pay a member deposit equal to the full monthly housing charges. The member deposit is rounded to the nearest dollar.

(c) Adjusting the member deposit when housing charges change

The amount of the member deposit will be adjusted by the same percentage as 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.

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

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

3.6 Maintenance Guarantee Fee

(a) **Paying the maintenance guarantee fee**

Members must pay a maintenance guarantee fee to the Co-op. Members must pay this deposit before moving into their unit.

(b) **Amount of maintenance guarantee fee**

The amount of the maintenance guarantee fee is set by the members at a members' meeting.

(c) **Adjusting the maintenance guarantee fee**

When there is a change in the amount of the maintenance guarantee fee, members must pay the amount of any increase on a date set by the board of directors unless the members' meeting approving the new maintenance guarantee fee decides on a different date. If there is a reduction, members will get a credit on the charges.

(d) **Returning the maintenance guarantee fee**

The Co-op will return the maintenance guarantee fee when the member and the member's household leave the Co-op permanently. Before returning the maintenance guarantee fee, the Co-op can deduct any amounts which the member owes because:

- the member did not give enough notice
- the unit was not left in the condition required under the Co-op by-laws
- the member owes money to the Co-op

(e) **Interest on the maintenance guarantee fee**

The Co-op will not pay interest on the maintenance guarantee fee.

3.7 Housing Charges Are Per-Unit

Housing charges, member deposits and maintenance guarantee fees 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.

3.8 Housing Charge Subsidy

- (a) Members who have a housing charge subsidy owe the Co-op the full housing charges less the subsidy. If the housing charge subsidy funds are provided by government or other funders and the Co-op does not receive the subsidy funds, the members must pay the full housing charges. It does not matter why the funds were not received. It could be because a member was not entitled to the housing charge subsidy, or the funder changed its policies, or for any other reason.
- (b) Rules and requirements with respect to subsidy are set out in the Housing Charge Assistance By-law. If there is no such By-law, member rights will be stated in an agreement with the Co-op and in any other document which the board of directors has adopted. If the Housing Charge Assistance By-law provides a right to appeal decisions to the board of directors, the board will determine the procedures to be followed.

ARTICLE 4: SETTING HOUSING CHARGES

4.1 The Members Set the Full Monthly Housing Charges

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

4.2 Annual Budgets

(a) Operating budget

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

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

(b) Capital budget

The board must also prepare a capital budget for approval of the members if it is planning capital expenses. 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 and Investments By-law.

4.3 Notice of Proposed Budget

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

4.4 Changes in Housing Charges

(a) Beginning of changed housing charges

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

(b) Notice of change

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

4.5 Mid-year Change in Housing Charges

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

ARTICLE 5: Members' Units

5.1 Maintenance and Repair

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

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

(b) **Common elements**

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.

(c) **Appliances**

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

(d) **Responsibility of members**

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements.

(e) **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).

(f) **Reporting problems**

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

(g) **Maintenance and Decorating By-law**

The Co-op's Maintenance and Decorating By-law, or other Co-op by-laws, have more detail on maintenance and repair responsibilities. The Co-op and the members must obey those by-laws. If there is no such By-law, rules and requirements may be stated in any other document which the board of directors has adopted.

(h) **Alterations and improvements**

Members cannot make alterations and improvements to their units or Co-op property, unless they comply with the terms of the Maintenance and Decorating By-law or any other applicable Co-op by-laws. Members must get advance written permission from the board of directors unless those by-laws say something else.

(i) **Changing locks**

Members must not change the locks on their unit or add additional locks to doors of their unit. The Co-op will maintain control over any lock change(s) through a member request.

(j) **Neglect of responsibilities**

If members do not fulfill their responsibility under this section, the Maintenance and Decorating By-law or any other applicable Co-op by-laws, the Co-op can do what is necessary to correct the situation. Those members have to pay the cost. Failure to meet maintenance and cleanliness responsibilities in a serious way is a ground for eviction under Article 12.

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

When members move out of a unit, they have to leave it clean and in good condition. The unit has to be left in the condition required by the Maintenance and Decorating By-law, if there is one, or other applicable Co-op by-laws.

5.2 Pets

Pet(s) may reside in a Member's unit as outlined in the Pet By-law.

5.3 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, 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.

5.4 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 will decide on a solution. The board decision may be appealed to the membership using the provisions of Articles 15.2, 15.3 and 15.4. The membership will make the final decision at a members' meeting.

(b) **Other damage**

If only one or a small number of units are damaged, the board of directors will make a decision after consulting with the members living in the units to deal with the situation. The board decision may be appealed to the membership using the provisions of Articles 15.2, 15.3 and 15.4. The membership will make the final decision at a members' meeting. Then the board can give these decisions priority over the internal and external waiting lists.

(c) Things to decide

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

- Should the unit be repaired?
- How quickly?
- When will the members be required to move out?
- When will the members be entitled to move back?
- Will there be any charges to the members during the period?
- Are there any available units that the members can occupy until their unit is repaired?
- Should there be any priority on the Co-op's internal or external waiting list?

(d) Limit of Co-op responsibility

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

(e) What is damage?

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

5.5 Members' Insurance

- (a) Members can obtain public liability insurance and property insurance for their unit, and they are encouraged to do so, to cover theft of their property, damage to their property and their liability for damage to others.
- (b) 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.

Article 6: Use of Units

6.1 Residences

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

6.2 Principal Residence

Each member must use the member's Co-op unit as the member's principal residence and personally occupy it. A member may not be absent from the Co-op unit for a total of more than three months in any year without the permission of the board of directors. The unit must remain the member's principal residence while the member is absent. 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(a) (Absence from Unit—Housing charge subsidy).

6.3 Related Uses

(a) "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 only have a related or incidental use of their unit if:

- a. if all the other rules in this by-law and other Co-op by-laws are obeyed;
- b. The use is permitted by government requirements, including zoning by-laws;
- c. The use does not create a disturbance beyond what is appropriate in a residential community like the Co-op, such as too much noise or too many visitors; and
- d. The use does not involve excessive demands in Co-op utilities and services, such as electricity.

(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 except for sharing permitted under this By-law.

(c) **Insurance and liability**

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

6.4 No Transfer of Membership or Occupancy Rights

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

6.5 Sub-Occupancy Not Permitted

- a) Members cannot allow someone to occupy their unit as a sub-occupant.
- b) Housing charge subsidy and absence from unit

Section 6.5 applies to all members, but special rules can also apply to Members who receive housing charge subsidy or are absent from the Co-op.

- Government requirements may state that members who receive housing charge subsidy cannot have a sub-occupant. This may also be stated in an agreement between the member and the Co-op.
- Government requirements may state that members who are absent from their unit will lose their housing charge subsidy and it will not be reinstated when they return.
- Government requirements may set a maximum time a member can be absent before losing housing charge subsidy.
- If the Co-op has a Housing Charge Assistance By-law, it may say some of the same things. It may also say that housing charge subsidy will be suspended during some absences without being cancelled.

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

6.6 No Profit from Unit

(a) **When leaving Co-op**

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

(b) **Sharing**

Members must not profit, directly or indirectly, when they allow others to use their unit. This includes use of the unit when the member is away, or any sharing arrangement.

(c) **Examples**

Examples of profit are key money and placing too great a value on the furnishings of a unit. Profit does not include guests paying their fair share of the housing charges and other household costs if it is not a hidden profit on the housing charges.

6.7 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

- (a) The Co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighbourhood community. Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of these communities. Co-op members must not make or allow any noise, nuisance or other act that unreasonably disturbs or interferes with any other member of these communities. Co-op members must not commit any illegal act in their units or on Co-op property.
- (b) The Co-op has established a policy to deal with Workplace Harassment and Violence which is attached as Schedule K. This policy can be changed by the Board of Directors without amending this By-law.

7.2 Human Rights

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

7.3 Violence

Co-op members must not commit violence against any other member of these communities. Violence can be real or threatened. Violence can be physical, psychological and/or sexual. Child abuse is a kind of violence. Violence against another person in the same household is domestic violence.

7.4 Domestic Violence

(a) Not tolerated

The Co-op does not tolerate domestic violence. It will try to assist victims of domestic violence. Members who engage in domestic violence may be evicted.

(b) Rights of victim

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

- ask the board of directors to evict any person who commits domestic violence;
- request emergency housing charge subsidy if available under the Co-op by-laws and subject to any applicable government requirements;
- get information from the Co-op on supports available in the community.

(c) Eviction

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

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

7.5 Return of Member

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

7.6 Explanations

Violence and harassment can be based on a prohibited ground under the Ontario *Human Rights Code* or on other grounds. Criticism of the job performance of the board of directors and staff is not harassment or a breach of section 7.1 (Prohibited Conduct) if it is made in a reasonable

and constructive way. The board does not have to wait until any court charges are heard before evicting someone in the case of violence or other illegal acts.

7.7 Calling Police and Other Authorities

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

7.8 Acts of Others

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

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

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

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:

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

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

(b) Who is not part of a household

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

(c) **Non-member occupants**

Occupants of a unit who are not members have:

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

8.2 Addition of a Member

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

8.3 Turning Sixteen

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

8.4 Long-term Guests

(a) **Approval needed**

The board of directors must approve someone as a long-term guest. A written request, (application), must be made by the member, if the guest will exceed Casual guest status. The request must be signed by all Co-op members in the household. The member and the proposed guest must provide any other information requested by the Co-op.

(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, and paragraph (d) (Cancelling long-term guest status) does not apply.

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

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

(d) Cancelling long-term guest status

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

(e) Housing charge subsidy calculation

The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements and the Co-op's Housing Charge Assistance By-law. If there is no such By-law, member rights will be stated in an agreement with the Co-op, government requirements, and in any other document which the board of directors has adopted.

8.5 Casual Guests

Members can have only a reasonable number of casual guests. A casual guest may not stay at the Co-op for more than three months in any year. Persons will be considered as staying at the Co-op even if they are away from the Co-op for short periods. Members must provide the Co-op with the names and any other information that may reasonably be required of their casual guest. If members wish someone to stay longer, they must ask the board of directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).

8.6 Evicted Persons

If someone has been evicted from the Co-op or has left after a Notice to Appear was issued or in a situation of domestic violence or owing money to the Co-op, a member cannot permit that person to be a casual or long-term guest without advance written approval from the board of directors. The Co-op may treat that person as a trespasser and may remove him or her from 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 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 When Household Size Rules Apply

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

(a) **New members**

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

(b) **Unit Allocation**

Unit allocation will be governed by the Member Selection and Unit Allocation By-law of the Co-op, and any applicable terms of this by-law. Exceptions to the minimum household size requirements set out in section 9.3 below may be made if a unit will remain vacant due to the minimum household size requirements.

(b) **Moving to a different unit**

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

(c) **Splitting a household**

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

(d) **When a household is reduced in size**

Section 9.4 (Not Meeting Minimum Household Size) applies if a member of the household stops occupying a unit and the remaining members in the household do not meet the minimum requirement for the unit. Section 9.4 does not apply if one of the remaining members has lived in the unit for at least five years and is the household member who the Co-op originally admitted to membership or the member's spouse.

9.3 Minimum Household Size

(a) The minimum number of persons for each of the Co-op's unit types is:

- bachelor 1 person
- one-bedroom 1 person
- two-bedroom 2 persons

Exceptions to this requirement are set out elsewhere in this Article, and may also be made if appropriate under the Co-op's Member Selection and Unit Allocation By-law.

9.4 Not Meeting Minimum Household Size

(a) **When this section applies**

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

Section 9.4 does not apply if one of the remaining members has lived in the unit for at least five years and is the household member who the Co-op originally admitted to membership or the member's spouse.

(b) **Requirement to move**

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

(c) **Offering unit**

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

(d) **Three offers**

The remaining household may refuse the first two units offered to it, but must move to the third unit. A member can be evicted for failing to move to the third unit offered by the board.

(e) **Exceptions**

The board can decide that someone does not have to move under this section for legitimate documented health reasons, or other human rights reason.

9.5 Reporting Change in Household Size

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

9.6 Subsidized Households

Subsidized households have to meet any household size standards and other rules in government requirements and in the Co-op's Housing Charge Assistance By-law, if it has one. These are in addition to what is stated in this Article.

ARTICLE 10: How Members Withdraw from the Co-op

10.1 Membership and Occupancy are Linked

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

10.2 Ending Membership and Occupancy

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

(a) Last day of a month

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

(b) 60 days' notice

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

(c) February and March

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

(d) Not enough notice

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

(e) No withdrawal of notice without consent

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

allow members to withdraw a notice of termination. Members cannot appeal the board decision.

(f) **Vacating early**

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

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

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

10.3 Part of Household Ends Membership and Occupancy

This section applies if a member stops occupying a unit as a principal residence, but one or more Co-op members 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 ten days after one of the members or a non-member occupant stops occupying the unit as a principal residence. They must do this whether that person gave notice of termination.

(d) **Housing charge subsidy**

Government requirements or the Co-op's Housing Charge Assistance By-law, if it has one, may state what happens when one person no longer occupies the unit. Unless they state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to

emergency housing charge subsidy if available under the Co-op by-laws and subject to any applicable government requirements.

10.4 Death of a Member

(a) Membership and occupancy rights end

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

(b) If no other members occupy the unit

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

(c) If other members occupy the unit

If other members occupy the unit at the date of death, they must give the Co-op written notice of the death.

(d) Approved long-term guests

A long-term guest can apply for membership under this paragraph 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 or the Co-op's Housing Charge Assistance By-law, if it has one. If a guest does not apply for membership or the application is rejected, the board can evict the guest without using the procedures in Articles 11 to 15 relating to eviction.

10.5 Vacant or Abandoned Unit

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

ARTICLE 11: Dealing with Arrears

11.1 Eviction

The board of directors can evict a member if the member owes housing charges to the Co-op, or is persistently late paying housing charges.

11.2 Late Payment, Failed Payment and Charges

(a) Late payment

A member that does not pay the full housing charges by noon on the first business day of the month will be considered late in payment.

(b) Failed payment

A "failed payment" includes:

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

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

(c) Persistent late payment

Late payment includes

1. failure to pay the full amount owing, and
2. a failed payment as described in section 11.2(b) (Failed Payment).

Late payment of housing charges three times in any year will be considered persistent late payment.

A separate Notice to Appear under Article 12 (Dealing with Problems) in addition to a Notice to Appear for arrears under this section may be given for persistent late payment.

(d) Late payment charges

If payment is late, a member will be charged a late payment charge of \$20.00 per household. This amount may be increased by members at a general meeting.

(e) **Failed payment charges**

A member will pay the amount charged to the Co-op by its bank or credit union for a returned cheque or other failed payment plus a \$15.00 Co-op failed payment charge. This amount may be increased by members at a general meeting.

(f) **Arrears payment charges**

All arrears must be paid in full before, or on, the first business day of the following month. Members who are considered in arrears will be charged an arrears payment charge of \$10.00 per month, which is applied each month until arrears are paid in full. This amount can be increased by members at a general meeting.

(g) **Charges are arrears**

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

11.3 Advance Notice of Lateness

If, for legitimate compelling reasons, a member cannot pay housing charges by noon on the first business day of the month, the member must let the manager know *before* the first business day of the month. The manager will decide if the reasons are legitimate.

In that case, an arrears payment agreement may be arranged by the manager if permitted by the Arrears Procedure or a request for an arrears payment agreement may be submitted to the board of directors.

11.4 Waiver of Charges

Some or all the charges outlined in section 11.2 may be waived if the default was for legitimate compelling reasons, such as financial institution error. The manager will decide if the reasons are legitimate.

11.5 Directors in Arrears

(a) **Directors' arrears policy**

If directors are in arrears, it:

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

(b) **No director arrears**

A director must not owe any money to the Co-op.

(c) **Procedure for director arrears**

If a director is in arrears, the manager will give the director written notice as set out in any Arrears Procedures. If appropriate, other steps in the Arrears Procedures will be followed. The manager will also report to the board of directors on the director's arrears at the next board meeting if the arrears are not paid in full by that time. If still in arrears, the director will automatically cease to be a member of the board at the beginning of the meeting.

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

(d) **Arrears payment agreements**

Directors can sign arrears payment agreements like other members, but they will cease to be directors when they sign an arrears payment agreement.

11.6 Arrears Procedures

The Board of Directors can decide on procedures for dealing with arrears quickly and fairly and collecting housing charges. The Board can change these procedures if it decides that other procedures would be better. The procedures can be carried out by the manager under the direction of the board. A Notice to Appear for Arrears can be issued without following the procedures. The current Arrears Procedures are attached to this by-law as Attachment A.

11.7 Arrears Payment Agreement Before Notice to Appear

Before a Notice to Appear has been issued, arrears may be dealt with by arrears payment agreement, according to the Arrears Procedures. If a Notice to Appear has been issued and has not been decided by the board of directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).

11.8 Notice to Appear for Arrears

(a) **Issuing Notice to Appear**

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

(b) **Termination date**

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

ARTICLE 12: Dealing with Problems

12.1 Eviction

The board of directors can evict a member if the member has broken the by-laws in a way the board considers serious or someone the member is responsible for under the by-laws has done so. 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 is required**

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

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

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

(c) **Additional information**

When a Notice to Appear is given to a member, it should include copies of any written materials that the board of directors may consider at the meeting. Examples would be a report from the manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted if reprisals are a possibility or for other good reasons. 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 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 days after the board meeting.

12.3 Deciding to Give a Notice to Appear

(a) **No prejudgment**

The board of directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudice the

situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

(b) Other by-laws may apply

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

12.4 Limits of Action by Co-op

(a) Factors to consider

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

- the evidence available as to what happened
- the appropriateness of eviction as a response
- the costs involved in evicting someone.

(b) No Co-op liability

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

ARTICLE 13: Eviction Procedures

13.1 Board Meeting on Notice to Appear

(a) Member and representative can attend meeting

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

(b) **Continuing meeting**

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

(c) **Making decision**

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

(d) **Date of termination**

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

(e) **Notice of decision**

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

ARTICLE 14: Alternatives

14.1 Alternatives to Eviction

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

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

14.2 Conditional Eviction Decisions

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

14.3 Performance Agreements

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

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

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

14.4 Information to Others

(a) Limited information

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

(b) What can be disclosed

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

(c) Example

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

14.5 Non-Performance by Member

(a) If member breaks conditions in eviction decision

If a member does not perform the conditions stated in a conditional eviction decision, the board of directors can decide to go ahead with the eviction. The member is not entitled to notice of the board

meeting, but will be given at least ten days' notice of the decision. It may not be appealed to the membership.

(b) If member breaks performance agreement

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

(c) Time limit in decision

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

14.6 Authorization of Performance Agreements

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

ARTICLE 15: 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, or
- An act or failure to act that impairs the safety of others.

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 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 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) of this By-law applies (When members raise things about someone else). 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 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 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.

15.5 Other By-Laws

If a right of appeal to the membership is provided elsewhere in this By-law, or in any other Co-op by-law or document, Articles 15.2, 15.3, and 15.4 will apply, with any necessary modifications.

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 manager unless the board decides something else. The board can limit that person's authority by a board motion. The board can designate a director or someone else to work with that person.

That person can:

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

16.2 Membership Rights on Eviction

(a) When membership ends

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

(b) When membership restored

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

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

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

(d) When new Notice to Appear not needed

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

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

The board of directors can decide to go ahead with the eviction. The member is not entitled to notice of the board meeting, but will be

given notice as required under the *Residential Tenancies Act*. The board decision may not be appealed to the membership.

16.3 Interest

Members owe interest on all arrears and other amounts owing to the Co-op at the rate of 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 or orally at a members' meeting. The report can include relevant detail, including relevant personal information of the person who started the action. The board does not have to report the matter to the members if it does not believe it would be in the best interests of the Co-op to do so. The board would normally get legal advice about any disclosure or decision not to disclose.

17.3 External Complaints

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

17.4 Co-op Employees

(a) Not members

A permanent employee of the Co-op cannot be a member of the Co-op or live in the household of a member.

(b) **Exceptions**

Paragraph (a) does not apply to members and members of their households:

- who are temporarily employed by the co-op if the total employment for all members of the household is not more than two weeks in a year
- Subject to any employment arrangement, any administrative or maintenance employees (excluding on-call representative) of the Co-op cannot be a member of the Co-op, or
- who are employed by a property management company or another contractor of the Co-op if the total employment at the Co-op for all members of the household is not more than two days a week on average.

(c) **Serving on board of directors**

Members in the first two exceptions can be on the board of directors, but they have to watch out for conflicts of interest and follow the by-laws, if there is a conflict. Members in the third exception cannot be on the board.

(d) **Live-in staff**

If the board of directors decides that the duties of an employee or the employee of a contractor make it necessary to live in the Co-op, the employee and the employee's household will be tenants of the Co-op, not members. The board must make sure that there is a written agreement stating that the tenancy ends when the employment or contract ends or as soon after that as legally required. The board must pass a motion before the employment starts designating the employee's unit as a non-member unit.

17.5 Non-Member Units

This By-law applies only to member units. 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. Leases, agreements or government requirements govern the Co-op's relations with them.

17.6 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.

17.7 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.

17.8 Serving Documents

(a) Ways to serve documents

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

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

(b) When mailed

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

(c) **More than one member**

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

17.9 Signing Schedules for Co-op

The Schedules to this By-law (including any Appendixes) can be signed on behalf of the Co-op by the manager, any director or anyone authorized by the board of directors.

17.10 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*.

17.11 Starting Date for this By-law

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

**Marine Heights Co-operative Homes Incorporated
Schedule A
Occupancy Agreement**

Name(s) of member(s): _____

Unit address: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

Date of occupancy: _____

Membership terms: (Available in large print)

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

Marine Heights Co-operative Homes Incorporated:

Date: _____ Signed: _____
Print Name: _____
Print Title: _____

Member Signature(s):

Date: _____ Signed: _____

Date: _____ Signed: _____

Date: _____ Signed: _____

Marine Heights Co-operative Homes Incorporated
Appendix A
Member Charges

Address of _____ Cliffside Drive, Unit # _____
Member _____
unit: Scarborough, Ontario M1N 1K9

Date of the _____
charges in _____
this form: _____

Monthly Housing charge	\$
Monthly Cable TV charges	\$
Monthly Garbage fees	\$
Monthly parking charges (if any)	\$
Your total monthly housing charges are:	\$

Member deposit

Last month Housing charge	\$
Maintenance Guarantee Fee	\$
Your total member deposit is:	\$

Note: The figures stated in this Appendix may change as stated in the Co-op by-laws. There may be other charges as permitted under the Co-op by-laws and government requirements.

Signatures: To be signed by all members and any non-member occupants 16 years old or older

Members:

Date: _____	Signed: _____
	Print Name: _____
Date: _____	Signed: _____
	Print Name: _____

Non-Member Occupant:

Date: _____	Signed: _____
	Print Name: _____
Date: _____	Signed: _____
	Print Name: _____

Available in Large Print

Marine Heights Co-operative Homes Incorporated
Appendix B
Household Members

Address of _____
Member Unit: _____
Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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 (signature required)

List the names of each non-member less than 16 years old in the unit (no signature required)

I agree to provide 10 days' notice of any change in the size of my household or the persons who make up the household. This includes any long-term guests.

Members must provide the Co-op with the names, and any other information that may reasonably be required, of their casual guest(s).

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.

Signatures: To be signed by all members and any non-member occupants 16 years old or older

Member Signature(s):

Date: _____

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Non-Member Occupant Signature(s) (16 years or older):

Date: _____

Signed: _____

Print Name: _____

Date: _____

Signed: _____

Print Name: _____

Available in Large Print

Marine Heights Co-operative Homes Incorporated
Schedule B: Long-term Guest Agreement

All members and the long-term guest(s) must sign.

Name(s) of member(s): _____

Name(s) of long-term guests: _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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 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 acknowledges that being a long-term guest does not give the member 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 if the member or the Co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
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*.

8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges. Any other payment is against the law.
9. The long-term guest agrees that the Co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Member Signature(s):

Date: _____ Signed: _____

Date: _____ Signed: _____

Date: _____ Signed: _____

Long-Term Guest Signature(s):

Date: _____ Signed: _____

Date: _____ Signed: _____

Marine Heights Co-operative Homes Incorporated:

Date: _____ Signed: _____

Print Name: _____

Print Title: _____

Marine Heights Co-operative Homes Incorporated
Schedule C
Notice to Appear for Arrears

Name(s) of member(s): _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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. The amount owing is stated in this Notice. This is grounds for eviction under section 11.1 (Eviction) 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: 21 Cliffside Drive, Unit 10 Meeting Room
Scarborough, Ontario M1N 1K9

Time and date of board meeting: _____

Time for arrival: _____

Housing charges owing: _____

As of: _____

Proposed termination date: _____

Attachments: Copy of Member Ledger as of: _____

Attachments Other: _____

Signature: **Marine Heights Co-operative Homes Incorporated**

Date: _____

By: _____

Print Name: _____

Print Title: _____

Available in Large Print

Marine Heights Co-operative Homes Incorporated
Schedule D
Notice to Appear

Name(s) of member(s): _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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.

Place of board meeting: 21 Cliffside Drive
Unit 10 Meeting Room
Scarborough, Ontario M1N 1K9

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) (Notice to Appear Additional Information) of the Occupancy By-law about what should be included. List the Attachments here.)

Signature:

Marine Heights Co-operative Homes Incorporated

By: _____

Date: _____

Print Name: _____

Print Title: _____

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before "Place of board meeting".)

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

Marine Heights Co-operative Homes Incorporated
Schedule E
Board of Directors' Eviction Decision for Arrears

Name of member: _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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 owed housing charges to the Co-op on the date of the meeting. This is grounds for eviction under section 11.1 (Eviction) 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: _____

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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: **Marine Heights Co-operative Homes Incorporated**

Date: _____

By: _____

Print Name: _____

Print Title: _____

Marine Heights Co-operative Homes Incorporated
Schedule F
Board of Directors' Eviction Decision

Name of member: _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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

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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:

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: _____

**Marine Heights Co-operative Homes
Incorporated**

Date:

By:

Print Name:

Print Title:

Marine Heights Co-operative Homes Incorporated
Schedule G
Notice of Eviction Decision for Arrears

Name of member: _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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

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.

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*.

Additional decision, if any:

Date of board meeting: _____

Housing charges owing at time of board meeting: \$ _____

As of: _____

Termination date: _____

Signature: **Marine Heights Co-operative Homes Incorporated**

Date: _____ By: _____

Print Name: _____

Print Title: _____

Marine Heights Co-operative Homes Incorporated
Schedule H
Notice of Eviction Decision

To members: _____

Address of _____ Cliffside Drive, Unit # _____
member unit: Scarborough, Ontario M1N 1K9

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.

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.

Additional decision, if any:

Date of board meeting: _____

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:

Signature:

**Marine Heights Co-operative Homes
Incorporated**

Date:

By:

Print Name:

Print Title:

**(Note: Insert the next paragraph if an appeal is available under the
Occupancy By-law. It should go before "Additional decision, if any".)**

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 days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Marine Heights Co-operative Homes Incorporated
Schedule I
Performance Agreement Arrears

Name of member: _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario
M1N 1K9

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

Date of board meeting: _____

Date of this Agreement _____

Housing charges owing at date of this Agreement: \$ _____

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.

The member

- admits that the Co-op is owed the amount of housing charges stated in this Agreement.
- agrees to pay the entire amount owing as follows:

- 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.

- agrees to pay all monthly housing charges on or before the first day of each month from the date this agreement is signed.
- agrees to make all arrears and monthly housing charge payments by certified cheque or money order or debit card (if available at the Co-op). This will apply until all arrears are paid.
- 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. Delete the others.)

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

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.

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 days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signature:

**Marine Heights Co-operative Homes
Incorporated**

Date:

By:

Print Name:

Print Title:

Member(s) Signature(s):

Date:

Signed:

Date:

Signed:

**Marine Heights Co-operative Homes Incorporated
Schedule J
Performance Agreement**

Name of member: _____

Address of member unit: _____ Cliffside Drive, Unit # _____
Scarborough, Ontario M1N 1K9

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

Date of board meeting: _____

Date of this Agreement _____

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.

The member

- admits that the following is true:

- agrees to:

- 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. Delete the others.)

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

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.

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 days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signature: **Marine Heights Co-operative Homes Incorporated**

Date: _____ By: _____

Print Name: _____

Print Title: _____

Member(s) Signature(s):

Date: _____ Signed: _____

Print Name: _____

Date: _____ Signed: _____

Print Name: _____

Date: _____ Signed: _____

Print Name: _____

Marine Heights Co-operative Homes Incorporated
Schedule K
Policy on Workplace Violence and Harassment

1. Policy Statement

Marine Heights Co-operative Homes Incorporated (the "Co-op") is committed to the prevention of workplace violence and is ultimately responsible for worker health and safety. The Co-op will take whatever steps are reasonable to protect its workers from workplace violence from all sources.

The Co-op is also committed to providing a work environment in which all workers are treated with respect and dignity. Workplace violence or harassment will not be tolerated from any person in the workplace.

The Co-op will:

- support and promote a program on the prevention of workplace violence and harassment;
- regularly assess the risks of workplace violence;
- identify possible sources of violence and harassment;
- strive to eliminate or reduce the risk of workplace violence and harassment;
- take every precaution reasonable in the circumstances to protect workers from domestic violence that would likely cause physical injury to workers in the workplace; and
- investigate and deal with all incidents and complaints of workplace violence and harassment in a fair and prompt manner that is appropriate for the circumstances.

2. Purpose of Policy

The purpose of this policy is to:

- identify roles and responsibilities when violence or harassment take place in the workplace;
- set out how the Co-op will respond to reports of violence or harassment in the workplace.

3. Definitions

3.1 Definitions of Workplace Violence and Harassment

Workplace violence and workplace harassment will have the meanings set out in occupational health and safety legislation as that is amended from time to time.

Workplace violence means:

- the exercise of physical force by a person against a worker, in a workplace, that causes, or could cause, physical injury to the worker,
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Workplace harassment means:

- engaging in a course of bothersome comment or conduct against a worker that is known, or ought reasonably to be known to be unwelcome, or workplace sexual harassment

Workplace sexual harassment means

- engaging in a course of bothersome comment or conduct against a worker in a workplace because of sex, sexual orientation, gender identity or gender expression, where the course of comment or conduct is known or ought reasonably to be known to be unwelcome, or
- making a sexual solicitation or advance where the person making the solicitation or advance is in a position to confer, grant or deny a benefit or advancement to the worker and the person knows or ought reasonably to know that the solicitation or advance is unwelcome.

Reasonable action taken by the Co-op or a supervisor relating to the management and direction of workers or the workplace is not workplace harassment.

3.2 Definition of Worker

For the purposes of this policy, "worker" will have the meaning set out in occupational health and safety legislation as that is amended from time to time.

It means a person who performs work or services for monetary compensation at the Co-op and includes all full-time and part-time employees, casual workers, and may include individual contractors and employees or staff of any contractor or service provider carrying out business for the Co-op.

4. Rights and Duties

4.1 Workers' Rights

Workers have a right

- (a) to report an incident of violence or harassment or file a complaint without fear of retaliation;
- (b) to be told about the Co-op's process for looking into the incident or complaint;
- (c) to choose a person to be with them during meetings about the incident or complaint. This can be a lawyer or other person;
- (d) if a party, to get information about the review of an incident or complaint of workplace violence;
- (e) to be treated fairly while the Co-op is looking into the incident or complaint;
- (f) if a party, to get information about the action taken by the Co-op because of an incident or complaint of workplace violence;
- (g) if a party, to a workplace harassment incident or complaint, to be informed in writing about the results of an investigation and of any corrective action that has been taken, or will be taken as a result of an investigation;
- (h) to refuse work if the worker has reason to believe that workplace violence is likely to endanger himself or herself;
- (i) to receive appropriate information and instruction on the Co-op's workplace harassment policy and program.

4.2 Workers' Duties

- (a) Workers have a duty to report any incidents of violence or harassment they become aware of, even if they are not personally involved.
- (b) Workers who report an incident or file a complaint, and those who are accused, have a duty to cooperate with the people who are looking into the incident or complaint.
- (c) Workers have a duty to respect the privacy and confidentiality of a complaint and the investigation process and will not disclose any non-publicized details, unless required by law or by the investigation.

5. Workplace violence

5.1 Prohibited Conduct

Workplace Violence under this policy encompasses physical force, an attempt to use force, or the reasonable threat of force.

It includes physically or psychologically aggressive behaviours such as:

- hitting, kicking, punching, shoving, biting, pinching, grabbing;
- aggressive name-calling or swearing in such a way that a person reasonably feels threatened;

- throwing objects at an individual with the intention of causing injury or fear;
- carrying or brandishing weapons;
- physically intimidating behaviours.

5.2 What to do if Workplace Violence is observed or there is a belief of threat:

- (a) Safety is not to be compromised by intervening. Workers are not expected to compromise their own safety, intervene, or take any heroic measures to stop robbery, violence or other criminal act at the workplace.
- (b) Workers should seek immediate management assistance. Workers should contact their immediate manager, or any Director of the Board.
- (c) Immediate medical attention must be sought, if necessary.

5.3 Reporting Workplace Violence

1. Report the incident to an immediate manager, or any Director, using the Reporting procedure in Article 7.1, if appropriate in the circumstances.
2. Advise management/a Director if there is injury or medical attention is required.
3. If medical attention is required, call 911 if necessary; if not, transportation will be arranged to a hospital, or nearest medical clinic or physician for assessment.
4. Record any incident, dates, times, locations and possible witnesses and their response.
5. Provide records of the incident to an immediate manager (or, to any Director).

5.4 Co-op Responsibilities

A victim of Workplace Violence will be treated with respect and consideration. The Co-op will take all reasonable measures to provide immediate medical assistance if required.

In the event of workplace violence that results in death or critical injury, the Co-op will immediately notify appropriate authorities, such as the Ministry of Labour.

5.5 Investigating Workplace Violence

An incident of Workplace Violence will be investigated and resolved using the Investigation of Complaints and Incidents procedure below in Article 8.

6. Workplace Harassment

6.1 Informal Resolution

Workers are encouraged to attempt to resolve their concerns by direct communication with the person(s) engaging in the unwelcome conduct, but there is no obligation to do so. Where a worker feels confident or comfortable in doing so, disapproval can be communicated in clear terms to the person(s) whose conduct or comments are offensive. A written record of the date, time, details of the conduct, and witnesses, if any should be kept.

6.2 Interim Measures by the Co-op

While an incident or complaint of workplace violence or harassment is being investigated, the Co-op will:

- (a) assess the possibility of harm to physical or psychological safety of any party during the complaints/investigation process, and will take appropriate protective measures, including:
 - limiting contact between the complaining party/victim from the responding person if necessary; and
 - mandating time off for work for either party.
- (b) assist the affected worker in obtaining help to deal with any stress they may be feeling (referral to any group health benefit program that may be in effect).

7. Reporting Workplace Harassment

7.1 How to report workplace harassment

Workers should report incidents or complaints of workplace harassment in writing and sign it, unless this is unreasonable.

When reporting verbally, the reporting contact, along with the worker complaining of harassment, will prepare a written complaint.

The report of the incident should include the following information:

- Name(s) of the worker who has allegedly experienced workplace harassment and contact information
- Name of the alleged harasser(s), position and contact information (if known)
- Names of the witness(es) (if any) or other person(s) with relevant information to provide about the incident (if any) and contact information (if known)
- Details of what happened including date(s), frequency and location(s) of the alleged incident(s)
- Any supporting documents the worker who complains of harassment may have in his/her possession that are relevant to the complaint;

- List any documents a witness, another person or the alleged harasser may have in their possession that are relevant to the complaint.

7.2. Who to report workplace harassment to

An incident or a complaint of workplace harassment should be reported as soon as possible after experiencing or witnessing an incident. This allows the incident to be investigated in a timely manner.

Report a workplace harassment incident or complaint to **the President of the Board of Directors**. If the report or complaint is about the President, it can be given to any Director.

7.3 Responding to a Complaint

The person receiving the complaint or incident report ("Intake Person") will inform the person accused that an incident report has been made or that a complaint has been filed.

The responding person has a right to know who filed the report or complaint, unless the Co-op decides that reprisals are an issue, in which case the name may be withheld. This should be done only in the most extreme circumstances.

The responding person will be given the opportunity to respond to the report or the specific allegations made in a complaint, and may do so in writing, signed by the person, or verbally to the Intake Person.

If the Response is made verbally, the Intake Person will put the statement in writing and ask the accused person to review and sign the prepared statement.

In some circumstances, the worker who allegedly experienced the workplace harassment should be given a reasonable opportunity to reply.

8. Investigating Incidents and Complaints

8.1 Initial Steps

The Intake Person will give a copy of the incident report or complaint and the response to the Board so that it can be dealt with in an appropriate manner.

The Co-op will investigate all incidents and complaints about violence and harassment promptly, in a manner appropriate to the circumstances.

If the incident or complaint is on human rights grounds, the Co-op will follow the process set out in the Human Rights By-law.

The Co-op will designate a person to look into the incident or complaint, and will determine who will conduct the investigation into the incident or complaint of workplace harassment.

This position may be called the Incident Investigator or the Complaints Officer. The designated person may or may not be a director or a staff member and may be from outside the Co-op.

If the allegations of workplace harassment are directed at a Board member, the Co-op will refer the investigation to an external investigator to conduct an impartial investigation.

The designated person may be authorized to consult the Co-op lawyer. Where there is a possible legal liability on the part of the Co-op, the Co-op lawyer will be consulted as soon as possible, after the complaint is received.

8.2 Investigation Process

The Incident Investigator or the Complaints Officer, whether internal or external to the workplace will, at minimum, complete the following:

1. The investigator must ensure the investigation is kept confidential and identifying information is not disclosed unless necessary to conduct the investigation. The investigator should remind the parties of this confidentiality obligation at the beginning of the investigation.
2. The investigator must thoroughly interview the worker who allegedly experienced the workplace harassment and the alleged harasser(s), if the alleged harasser is a worker of the employer. If the alleged harasser is not a worker, the investigator should make reasonable efforts to interview the alleged harasser.
3. The investigator must interview any relevant witnesses employed by the employer who may be identified by either the worker who allegedly experienced the workplace harassment, the alleged harasser(s) or as necessary to conduct a thorough investigation. The investigator must make reasonable efforts to interview any relevant witnesses who are not employed by the employer if there are any identified.
4. The investigator must collect and review any relevant documents, or inspect any parts of the Co-op if appropriate.
5. The investigator must take appropriate notes and statements during interviews with the worker who allegedly experienced workplace harassment, the alleged harasser and any witnesses.

6. The investigator must prepare, and submit to the Board, a written report summarizing the steps taken during the investigation, the complaint, the allegations of the worker who allegedly experienced the workplace harassment, the response from the alleged harasser, the evidence of any witnesses, and the evidence gathered. The report must set out findings of fact and come to a conclusion about whether workplace harassment was found or not.

8.3 Timing of the Investigation

The investigation must be completed in a timely manner and generally within 90 days or less unless there are extenuating circumstances (i.e. illness, complex investigation) warranting a longer investigation.

8.4 Results of the Investigation

Within 10 business days of the investigation being completed, the worker who allegedly experienced the workplace harassment and the alleged harasser, if he or she is a worker of the employer, will be informed in writing of the results of the investigation and any corrective action taken or that will be taken by the Co-op to address workplace harassment.

8.5 Corrective Action

- (a) The board will consider the report and take the appropriate action where there is evidence of violence or harassment.
- (b) In determining the action to take, the Board will consider the seriousness of the acts. Possible actions include:
 - a letter of apology or a performance agreement, if the parties will agree to these;
 - counseling, such as anger management or;
 - proceedings to remove someone from the Board if the person at fault is a director;
 - reprimand, warning, or dismissal if the person at fault is a worker;
 - behavioral improvement plan and monitoring if the person at fault is a worker
 - eviction, if the person at fault is a resident of the Co-op. However, in determining what to do, the board will be guided by the eviction process;
 - establishing appropriate security measures.

8.6 Mediation

Where appropriate, the parties may be offered an opportunity to mediate the complaint. No person will be required to undertake mediation. Mediation will be conducted by a neutral mediator and will

be confidential. Mediation may take place at any stage during the complaint process.

Where mediation is not appropriate or not successful, the person receiving the complaint will initiate the next steps in the complaints process.

9. Confidentiality

Information about complaints and incidents shall be kept confidential to the extent possible.

Information obtained about an incident or complaint of workplace harassment, including identifying information about any individuals involved, will not be disclosed unless disclosure is necessary to protect workers, to investigate the complaint or incident, to take corrective action or otherwise as required by law.

While the investigation is on-going, the worker who has allegedly experienced harassment, the alleged harasser(s) and any witnesses should not to discuss the incident or complaint or the investigation with each other or other workers or witnesses unless necessary to obtain advice about their rights. The investigator may discuss the investigation and disclose the incident or complaint-related information only as necessary to conduct the investigation.

All records of the investigation will be kept confidential.

10. Reprisal

No worker shall be negatively treated for bringing forward a complaint, providing information related to a complaint, or assisting in the resolution of a complaint.

It is a violation of this Policy to discipline or punish a worker because a complaint was made, or information was provided in relation to a complaint, or otherwise was involved in the complaint resolution process.

Reprisal may be the subject of a complaint under this Policy and persons engaging in reprisal are subject to disciplinary measures if workers or to corrective actions described above.

11. Other Legal Rights

This policy does not in any way limit the right of workers to take any other legal action resulting from violence or harassment.

Attachment A: Summary of Time Requirements and Examples

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

Business day

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

Example: September 1, 2013 is a Sunday.

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

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

Budget

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

Example: Budget meeting is November 24, 2015

Last day to deliver a copy of the budget is November 19, 2015.

Changed housing charges

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

Example: Budget meeting is November 24, 2015 and members approve a change. December is the first month after the decision.

January is the second month after the decision.

Therefore, housing charge change takes effect on February 1, 2016. Changed housing charges apply for February.

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, November 9, 2015 to work on several units; will be there for a week.

Notice must be given by 8:00 a.m. on Saturday, November 7, 2015. The Notice can cover from November 9, 2015 to November 13, 2015.

Showing unit

5.2(c) 24 hours' notice is required. A time range can be given. **Example:** Member has withdrawn from the Co-op effective October 31, 2015. Potential new member to look at the unit at 7:00 p.m. October 15, 2015. Notice must be given by 7:00 p.m. on October 14, 2015.

Year

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

Example: Member will be away November and December 2015 and January and February 2016.

"Year" means a consecutive twelve-month period, not a calendar year. (See Definitions paragraph 1.6(j)).

Therefore, member can't be away without board approval.

Change in household size

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

Example: Child gets married on November 14, 2015 and leaves home permanently. Last day for notice to Co-op is November 24, 2015.

Withdrawing from Co-op

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

Example: Member wants to withdraw from Co-op effective November 30, 2015. Notice must be delivered to Co-op office on or before October 1, 2015.

- 30 days in October (not counting October 1).
- 30 days in November (counting November 30).
- Total 60

Example: Member wants to withdraw from Co-op effective August 31, 2015. Notice must be delivered to Co-op office on or before July 2, 2015.

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

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

Example: Member wants to withdraw from Co-op effective February 28, 2015 (or 29th in a leap year).

Notice must be delivered to Co-op office on or before January 1, 2015.

Example: Member wants to withdraw from Co-op effective March 31, 2015.

Notice must be delivered to Co-op office on or before February 1, 2015.

Death of a member

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

Example: Member dies on March 15, 2015.

Month after March is April.

Rights and responsibilities end on April 30, 2015.

Notice to Appear for arrears

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

Example: May 1, 2015 is a Friday.

Housing charges are due on May 1, 2015.

May 2 and 3 are Saturday and Sunday.

Fifth business day is Thursday, May 7, 2015.

Delivery of Notice to Appear to member

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

Example: Board meeting is Monday, June 15, 2015.

Last day to give notice to member is June 5, 2015.

Proposed termination date in Notice to Appear

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

Example: Board meeting is Monday, June 15, 2015.

The day to put in the Notice to Appear as the proposed termination date is Thursday, June 25, 2015.

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 15, 2015.

The day to put in the Notice to Appear as the proposed termination date is Sunday, July 5, 2015. (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 15, 2015.

Last day to deliver to member is Thursday, June 25, 2015.

Member breaks performance agreement or condition in eviction decision.

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

Example: Board meeting is Monday, June 15, 2015.

Notice is given to member on Tuesday, June 16, 2015.

First day to take legal action or other steps is Friday, June 26, 2015.

Appeal to membership

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

Example: Notice of eviction decision given on Monday, June 15, 2015.

Last day to deliver appeal notice is Monday, June 22, 2015.

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

Example: Notice of appeal received on Monday, June 22, 2015.

Earliest day for members' meeting is Monday, July 6, 2015.

15.4(g) If appeal not successful, termination date is second day after meeting (unless the membership changes it).

Example: Members' meeting is Tuesday, July 7, 2015.

Termination date is Thursday, July 9, 2015.

Attachment B: Arrears Procedures

1. Arrears Procedures

- (a) The Arrears Procedures set out guidelines concerning how the Co-op will administer the collection of arrears. This Procedure is a standing resolution of the Board and can be amended by the Board.

2. Collection steps

(a) Step 1 Non-Payment or Late Payment Letter

The manager will give a late payment letter advising of the amount of arrears and any charges, to each member who did not pay housing charges in full by noon on the first business day of the month, or arrange an arrears payment agreement. The letter will normally be sent by the third business day of the month. Only one letter needs to be sent for all members and others in a unit. It does not have to be served as set out in Article 17.8 Serving Documents.

(b) Step 2 Monthly Reports

The manager will report monthly (or at other times as the Board may direct) to the Board, or its designate, about the number of households with arrears, late payments, and charges, and will make recommendations on action to be taken.

(c) Step 3 Meeting with the Board

Where a member has two or more late, failed or non-payments in a year, the member may be required to attend a Board meeting to arrange resolution of the issue. This is not a Notice to Appear for Eviction meeting. Only one notice needs to be sent for all members and others in a unit. It does not have to be served as set out in Article 17.8 Serving Documents.

(d) Step 4 Notice to Appear

The manager will serve a Notice to Appear to each member who has not paid housing charges in full or has not made payment arrangements, such as an arrears payment agreement. This will normally be done within 3 business days of the Board meeting where it was considered.

3. Replacement Payment

- (a) When the manager receives notice that a payment has failed, either by NFS cheque or otherwise, members will be notified as soon as administratively possible. This notification does not have to be served as set out in Article 17.8 Serving Documents. Only one notice needs to be given for all members and others in a unit.

(b) Replacement Payment Required

A member must replace a failed payment within five business days of being notified by the Co-op, or within any other time stipulated by the manager. A failed payment must be replaced in a way directed by the manager. This could be by a certified cheque or money order, or any other method of payment that is authorized by the Board or by-law.

(c) Notice to Appear

If the member does not replace the failed payment or has not made payment arrangements such as an arrears payment agreement, the manager will give a Notice to Appear to the member. This will normally be done within 3 business days of the Board meeting where it was considered.

(d) Future Payments

If a member has two or more failed payments within a year, then for the next year, if required by the Board or the manager, the member must pay housing charges in a secure way as directed by the Board or manager, such as certified cheque, money order or debit card, if available at the Co-op.

4. Arrears Payment Agreement

(a) Limits of Manager's Authority

The manager has the authority to arrange and sign the first arrears payment agreement with a member in a year, as long as the agreement provides for full payment within 6 months in addition to the normal housing charges.

(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 6 months in addition to the normal housing charges within that time.

(c) Procedure for Additional Arrears Payment Agreements

If a member requests an additional arrears payment agreement within a year, the manager will submit the request to the board of directors along with payment terms that the member suggests.

(d) Limits

Generally, the Co-op will not approve more than one arrears payment agreement for a household in a year or an arrears payment agreement where full payment will not be made within 6 months.

(e) Non-payment

If a member does not make the payments stated in an arrears payment agreement, the manager will refer the matter to the next meeting of the Board. Each member of the household may be served with a Notice to Appear. This does not apply if the arrears payment agreement states something else.

5. When Late Payments Can Be Waived

The manager may waive charges in situations where the late or failed payment has proven to be beyond the member's control, or there is a legitimate compelling reason for the default. Such situations include, but are not limited to:

- (a) hospitalization
- (b) sudden loss or substantial reduction in income
- (c) financial institution error
- (d) move-in after the first business day of the month
- (e) inability to complete a housing charge assistance application before the first business day of the month.
- (f) death of a family member
- (g) unexpected change in household composition
- (h) members who receive government assistance and there is a delay in receiving the assistance due to a governmental internal issue
- (i) due to debit card fraud, financial institutions may freeze bank accounts

Members must provide sufficient information for the manager to decide if there is a compelling reason for waiver.