

FAIRLEA PARK HOUSING CO-OPERATIVE INC.

By-law No. 41

Occupancy By-law

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

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

1.1. Occupancy Agreement

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

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

1.2. Priority of this By-law

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

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

- First, the Act,
- Second, the Articles of Incorporation and your Operating Agreement,
- Third, the Co-op's Organizational By-law,
- Fourth, this By-law, and
- Fifth, the other by-laws of the co-op, unless the by-laws state differently.

Article 2: Members' Rights

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

Members of the co-op have the right to:

- Live in their housing unit,
- Use their parking space if any, and
- Use the Co-op's common facilities.

Co-op by-laws and rules limit membership rights.

Article 3: Members' Contributions

3.1. Housing Charges

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

- The one time membership fee of \$10.00 to be paid upon move-in,
- Monthly housing charges, less any subsidy,
- Parking charges, if any
- The member deposit, and
- Any other charges that members must pay under any of the Co-op's by-laws.

(b) Co-op members must decide what the monthly housing charges and parking charges will be at a General Members' Meeting.

(c) Members must pay their housing and parking charges before the end of the last day of each month prior to which the housing charges apply.

- (d) The housing charge does not include any costs incurred by the members not specifically mentioned in the Occupancy Agreement.

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

3.2. Member Deposit

- (a) Paying the Deposit

Members must pay a member deposit to the Co-op. Members must pay this deposit before moving into their unit unless the co-op allows them to pay it at another time.

- (b) The Amount of the Member Deposit

All members must pay a member deposit equal to the full fee housing monthly housing charge. For example, if they move into a three-bedroom unit, the deposit will be equal to the cost of one month's housing charges for that size of unit.

If necessary, members may sign an agreement with the Co-op to pay the member deposit by equal installments on terms permitted by the Board.

The Co-op will administer this such that the member deposit is not a barrier to membership for lower income members.

- (c) Adjusting the Member Deposit

When there is a change in the monthly housing charge, the co-op adjusts the amount of the member deposit. The Members' meeting discussing the

budget can decide differently. If the member deposit increases, Members must pay the extra amount on the date decided by the co-op. If it decreases, Members will get a credit for the difference on future charges.

(d) Returning the Member Deposit

The Co-op will return the member deposit within 60 (sixty) days of a Member permanently leaving the unit. Before returning the deposit, the Co-op can deduct any amount of which the member owes due to these:

- The Member did not give enough notice,
- The unit was not left in the condition stated in 5.9 of this By-law or The Maintenance and Improvement By-law,
- The member owes money to the co-op,
- The Member cancelled their utility accounts before the legal end of their occupancy, or
- The member did not pay the last month's housing charge.

(e) Interest on the Member Deposit

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

3.3. Other Charges

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

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

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

Some examples of these costs are:

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

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

- (b) Members must pay any interest at the rate of two percent (2%) above the prime rate starting on the date the debt was incurred. Interest is compounded monthly.

3.4. All Charges Are Housing Charges

Housing charges include all amounts that the Co-op charges to Members.

3.5. Responsibility for Charges

(a) Per-Unit Basis

The co-op calculates the monthly charge and the member deposit for each unit as a whole. If more than one member occupies a unit, they are each

responsible for the full charges. This is so whether or not they are members of the same family or household.

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

(b) Sharing Expenses

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

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

3.6. Housing Charge Subsidy

Rights to a subsidy are stated in the Housing Charge Subsidy By-law. If there is no such by-law, members' rights will be stated in Appendix C of the Occupancy Agreement and in any other document which the Board of Directors has adopted. The co-ordinator/manager is authorized to determine who is entitled to subsidy and the amount of the subsidy. Members have the right to appeal to the Board. The Board will determine the procedures to follow. These procedures must be procedurally fair.

3.7. Participation

Members must attend all general members' meetings and take part in the activities of the co-op. Requirements for participation are stated in the Participation By-law.

Article 4: Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly housing and parking charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members when they are asked to consider an increase in housing charges. 4.2 of this By-law, “Operating and Capital Budgets”, shows how the co-op must present a budget to the members. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

4.2 Operating and Capital Budgets

(a) Preparing the Operating Budget

Each year, the Board will prepare a budget for the next fiscal year. The members will consider this proposed budget at a general meeting during which the budget is presented. 4.3 of this By-law shows how the co-op must give notice of this meeting. The budget must contain:

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

(b) Capital Expenses

The Board may prepare a capital budget if it is planning capital expenses. The capital budget must contain:

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

4.3 Notice of Proposed Budget

Members at a general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting contains mention of the budget. The notice must be given as the *Act* and by-laws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least five days before the budget meeting.

4.4 Date of Change in Housing Charges

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

For example: If the meeting was on July 15, the new housing charges begin on October 1.

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

- (b) Members can decide by a two-thirds vote at the general meeting on a different date for the new charges to begin, including an earlier date.

4.5 Mid-year Change in Housing Charges

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

Article 5: Use and Behaviour

5.1. Residences

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

5.2. Nuisance

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

5.3. Illegal Acts

Within their unit, or on co-op property, members (including persons in members' households or persons whom the members allow onto the co-op property) must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority such as the fire department.

5.4. Leases, Mortgages and Agreements

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

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

If all or part of the co-op's property is leased to the co-op, members must not break any obligations under the lease.

5.5. Insurance

- (a) 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.
- (b) The Members of the co-op shall maintain all appropriate insurance to cover any liability of the member, the member's family and the member's household guests, invitees and pets. Insurance coverage is part of a member's right to continued occupancy and any breach of this may lead to the termination of the member's occupancy rights and membership.

5.6. Privacy

(a) **Permission Needed**

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

(b) **Permission Not Needed**

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

- Maintenance inspections, regular or special,
- Maintenance repairs or renovations, or
- Any other reason that the Board decides is necessary for the effective operation, maintenance, and safety of the co-op.

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

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

(c) **Notice of Entry**

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

5.7. Violence

The co-op is a community, which includes all the residents and employees. Residents and employees must not commit violence against another person in the co-op. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. Co-op staff, members, and all other persons have a duty to report child abuse and neglect to the Children's Aid Society as per the *Child and Family Services Act*.

5.8. Domestic Violence

(a) Not tolerated

The co-op does not tolerate domestic violence as defined in Superior Court of Ontario. 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 10 (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.

5.9. 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 6 (Occupancy Rights and Standards) applies if the member wants that person to stay as a long-term or casual guest. Section 7.6 (Evicted Persons) applies if that person is on co-op property without Board approval.

5.10. 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.

5.11. Maintenance and Repair

(a) Cleanliness

Members must keep their units reasonably neat and clean. The units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members who damage co-op property are responsible for its repair.

(b) Maintenance

Members must obey the Maintenance and Improvements By-law of the co-op if it has one.

(c) Alterations and Improvements

Members cannot make alterations and improvements, or alter or change their locks, unless they obey the terms of the Maintenance and

Improvements By-law. If there isn't one, members must get the Board's permission.

(d) Changing Locks

Members must not change their locks without written permission from the co-op. They must give the co-op keys to new locks before the end of the day on which the locks were changed.

(e) Reporting Problems

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

(f) **Neglect of Responsibilities**

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

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

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

(h) **Appliances**

The co-op must provide each unit with a stove and refrigerator in normal working order. Accessible units would be provided a washer and dryer by

the co-op as per the AODA standards. Members must keep the appliances reasonably clean and in proper working order.

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

When members move out of their unit, they must leave it clean and in good order. The Maintenance and Improvements By-law describes the condition they must leave their unit in.

5.12. Acts of Others

Members are responsible for any act or failure to act of members of their household and guests. This includes any person they or members of their household or guests invite or allow onto co-operative property. Members must take reasonable steps to prevent wrongful act or failure to act by such persons and may be evicted if they do not do so. If there is a financial loss as a result of any act or failure to act of the persons mentioned above, the members will have to bear the financial loss even if they had no opportunity to prevent the action.

Article 6: Occupancy Rights and Standards

6.1. Purpose of This Article

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

6.2. Change in Household Size

- (a) The number of persons in a member's household may change. The member(s) must give prompt written notice of the change to the co-op office. If the household size has decreased, the member vacating the unit must give written notice to the office. The remaining members must sign a new Occupancy Agreement. If all members of the household agree in writing, the notice to vacate period as stated in Article 8.1 for that vacating member can be waived. If the household size has increased, the notice must give the names of the new persons living in the unit. Consequently, a new Occupancy Agreement must be prepared by the office and signed by the members living in the unit.

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

- (b) The maximum number who can live in each unit type is:
- Two-bedroom Six (6) persons
 - Three-bedroom Eight (8) persons
 - Four-bedroom Ten (10) persons.

These are the "Maximum Occupancy Standards".

- (c) The Minimum Occupancy Standards for households receiving subsidies are set by the terms of the administrators of the co-op's Operating Agreements.

There are no Minimum Occupancy Standards for households paying full fee.

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

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

- The situation is temporary, or
 - The Board decides that there are special circumstances that justify letting the household stay in the unit.
- (e) If the Board is going to consider a resolution to require the member to move, it must give the member ten (10) days or more written notice of the meeting.
- (f) The member can attend and speak at the Board meeting or have a representative speak. The representative can be a lawyer or another person. The Board must deliver its decision in writing to the member. The member cannot appeal the Board's decision.
- (g) The Board can evict the member if:
- The member does not accept the first unit offered, or
 - The Board decides not to put the member on the internal waiting list because there are no units of a suitable size.

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

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

- The situation is temporary, or
 - The Board decides that there are special circumstances that justify letting the household remain in the unit.
- (h) If the Board decides to evict the member, the date must be at least sixty (60) days after the Board meeting that required the member to move. If the member was not put on the internal waiting list, the date must be at least sixty (60) days after the Board meeting that decided to evict the member. The Board must use the procedures stated in Article 9 of this By-law.

6.3 Able to Live Independently

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

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

- The member makes arrangements that are acceptable to the Board, and
 - The member signs and obeys a written agreement if the Board requires it.
- (b) The Board does not have to get medical or other expert advice when it passes any resolution under 6.3 of this By-law. It has the right to rely on the opinion and experience of the employees and members of the co-op. However, the Board will consider any medical or other expert advice which the member offers.

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

6.4 Sale of a Part of the Co-op

The Board can decide to sell all or part of the co-op's housing units if the members pass a special resolution giving it the power to do so. The resolution should deal with the occupancy rights of the members living in these housing units. It can deal with the position of these members on the internal waiting list.

6.5 Government Takeover of Co-op Ownership and End of Co-op's Lease

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

6.6 Damage by Fire, etc.

- (a) If there is major damage affecting a large number of units, the Board will examine the situation and propose a solution. The membership will make the final decision in a members' meeting.
- (b) If only one (1) or a small number of units are damaged, the Board will consult with the members living in the units to deal with the situation. If the members do not agree with the proposed solution, the membership will make the final decisions in a members' meeting. These decisions will

have priority over the Unit Allocation By-law (for example, in questions about priority on a waiting list).

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

- Should the unit be repaired?
 - How quickly?
 - When will the member be required to move out?
 - When will the member be entitled to move back?
 - Will there be any charges to the member during the period?
 - Are there any available units that the member can occupy until their unit is repaired? Should there be any priority on the co-op's internal or external waiting list?
- (c) The co-op does not have to provide a housing unit or pay for increased housing charges or rent to an outside landlord or any other costs because of damage.

Article 7: Occupancy by Members

7.1. Policy

- (a) In the co-op's by-laws, household means:
- A member,
 - Any other members living in the unit,
 - Persons under sixteen living in the unit,
 - Persons who have turned sixteen and continue to live in the unit, and
 - Any long-term guests approved by the Board under 7.5 of this By-law.

The co-op does not consider anyone else as part of a member's household. Other persons can live in a member's unit only as casual

guests. Members must not allow anyone other than the persons referred to above to use their unit.

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

7.2. Additions to Household

Members may wish to add to their household someone over sixteen (16) years of age who is not a member. That person must apply for membership in the co-op or for Board approval as a long-term guest. That person can occupy the unit as a casual guest while waiting for the Board to decide. If the Board refuses to approve the application for membership, that person can occupy the unit only as a casual or long-term guest if permitted under 7.4 or 7.5 of this By-law.

7.3. Persons Sixteen (16) Years of Age

If a person who is part of a member's household turns sixteen (16), that person may apply for membership in the co-op. If they fail to or choose not to apply for membership, then they will be considered long-term guests and the Board may cancel or change their long-term guest status at any time as stated in 7.5.

7.4. Casual Guests

- (a) Members can have only a reasonable number of guests at any one time.
- (b) Members must have the Board's permission to permit a guest to stay for more than two (2) consecutive months in a single visit. Normally this would only be for up to one (1) additional month. Members must have the Board's permission to allow a guest to spend a total of more than three (3) months in a unit for any number of visits during any twelve (12) month period. The Board can choose the twelve (12) month period.
- (c) The Board normally allows a single visit to last for three (3) months. When the Board gives permission for any visit it:
 - Sets the time limit for the visit, and
 - Can decide to include the income of the casual guest when calculating household income for a housing charge subsidy.

7.5. Long-Term Guests

- (a) The Board can allow members to have a guest for an indefinite period. These guests are long-term guests in this By-law. Examples include:
 - Family members who are part of a member's household,
 - Live-in employees,
 - Additions to the household who have been refused membership, and
 - Others whom the member invites.
- (b) Members and their guests must sign a long-term guest agreement, such as Schedule B of this By-law.

- (c) The Board can cancel long-term guest status or change the terms of the long-term guest status at any time. The Board must give written notice to the member and the guest of any meeting where it will be discussed. The Board must give written notice to the member and the guest that it has ended long-term guest status after it has decided to do so. The Board decides when the long-term guest status ends. There is no right of appeal.
- (d) The income of long-term guests is to be included in the household income when housing charge subsidy is calculated.

7.6. Principal Residence

All members must use their co-op units as their principal residence and personally occupy them. Members may not be absent from their unit for a total of more than one (1) year in any five-year period without the permission of the Board. The unit must remain their principal residence while they are absent. The Board can choose the five-year period. Members will be considered absent from their units even if they visit them for short periods.

7.7. No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.8. Sub-Occupancy

Sub-occupancy in the co-op is strictly forbidden.

7.9. Non Profit

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit.

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

7.10. Co-op Employees

Employees cannot be a member of nor live in the co-op.

7.11. Persons in Units that Become Part of the Co-op

- (a) Persons who occupy units which become part of the co-op can apply for membership if they have not already done so. If they do not apply, or are not accepted, they will be tenants of the co-op.
- (b) The Act designates units which become part of the co-op as non-member units. If all of the occupants that are sixteen (16) or older give written consent, the Board, or a committee of at least two (2) directors selected by the Board, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.

- (d) If a co-op housing unit was occupied on August 24, 1992, (the day that the *Co-operative Corporations Statute Law Amendment Act* became law), but none of the occupants was a member, the *Act* designates this unit as a non-member unit. If all of the occupants that are sixteen (16) or older give written consent, the Board, or a committee of at least two (2) directors selected by the Board, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.

7.12. Death of a Member

- (a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the member's possessions by the end of the second month after the death.
- (b) Non-members living in the unit after a member's death can apply for membership. If they are accepted, the Board can allocate the unit to them without following the Member Selection and Unit Allocation By-law. If they do not apply for membership or their application is rejected, the Board can evict them without using the procedures in Article 9.

Article 8: Members Who End Their Occupancy

8.1. Procedures

- (a) If members want to end their occupancy in the co-op, they must give at least two (2) months written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the Board's consent. The Board can refuse to allow members to withdraw the notice. Members cannot appeal the Board's decision.

- (b) Members have full rights and obligations during the notice period. If members move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.
- (c) If the co-op needs to get possession of a unit of a member who has given notice, the Board can follow the procedures stated in 171.14 of the Act or take any other action. It can do this before or after the day on which the member should leave. In this case, the Board does not have to follow the procedures in Article 9 of this By-law.

8.2. Withdrawal from Membership

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

8.3. Vacant Unit

If a unit is vacant, the co-op can take possession. The member's occupancy rights end on the day that the co-op takes possession. It will be considered that the member has withdrawn from membership at the same time.

8.4. Members No Longer Living in the Co-op

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

8.5. Founding Board Members

Someone who has been a member of the co-op before it has any housing units ready for occupancy has no right to a unit of housing unless they go through the ordinary unit allocation procedures of the co-op. Anyone who was a member at the time the co-op first obtained a unit of housing ready for occupancy will automatically cease to be a member of the co-op three (3) months after that date unless:

- A unit is allocated to them before the end of the three (3) month period (whether or not the unit is ready for occupancy), or
- The person is still a director of the co-op. In this case, membership will cease as soon as they are no longer a director.

Article 9: Dealing with Arrears

9.1. Eviction

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

9.2. Non-Payment and Late Payment

(a) Procedures

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

(b) Late payment letter

The manager will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by 11:59 p.m. on the eve of the first day of the month. The letter will normally be sent before the end of the fifth business day of the month. Only one (1) letter needs to be sent for all members and others in a unit.

(c) Notice to Appear

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

(d) Persistent late payment

Late payment includes:

- Failure to pay the full amount owing, and
- A failed payment as described in section 9.3(a) (Failed Payment).

Late payment of housing charges three (3) times in any year will be considered persistent late payment. The manager will give a Notice to Appear under Article 10 (Dealing with Problems) to each member who is late paying for the third time in any year. That Notice to Appear will be in addition to a Notice to Appear for arrears under this section.

(e) Advance notice of lateness

If for legitimate reasons of financial hardship a member cannot pay housing charges by noon on the first business day of the month, the member must let the manager know *before* the first business day of the month. The manager will decide if the reasons are legitimate. In that case, an arrears payment agreement may be arranged by the manager if permitted under section 9.6 (Arrears Payment Agreements) or a request for an arrears payment agreement may be submitted to the Board of Directors.

9.3. Replacement Payment

(a) Failed Payment

A “failed payment” includes:

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

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

(b) Replacement payment required

A member must replace a failed payment within two (2) business days of being notified by the co-op. Only one (1) notice needs to be given for all members and others in a unit. A failed payment must be replaced by a

certified cheque or money order or the payment must be made by debit card if available at the co-op.

(c) Notice to Appear

If the member does not replace the failed payment within two (2) days of being notified, the manager will give a Notice to Appear to the member.

(d) Future payments

If the members in a household have one failed payments within a 12-month period, then for the next year the members must pay housing charges by certified cheque, money order or debit card if available at the co-op. The co-op will not accept payment in any other form.

9.4. Late Payment and Failed Payment Charges

(e) Late payment charges and failed payment charges

Fees regarding late payment and failed payment charges are covered in the Arrears By-Law

(f) Charges are arrears

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

9.5. 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.

Directors' arrears are covered in Director Arrears By-law Provisions.

9.6. Arrears Payment Agreements

(a) Before Notice to Appear

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the Board of Directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 12 (Alternatives) or Article 14 (Legal Action).

(b) Limits of Manager's Authority

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

(c) Board's Approval Needed

Approval by the Board of Directors is required:

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

(d) Procedure for additional arrears payment agreements

If a member requests an additional arrears payment agreement within a year, the manager will submit the request to the Board of Directors along with payment terms that the member suggests. If the member goes into arrears, or deeper into arrears, before the board considers the request and section 9.2(c) (Notice to Appear) applies, the manager will issue a Notice to Appear in addition to submitting the request.

(e) Limits

Generally, the co-op will not approve more than one (1) arrears payment agreement for a household in a year or an arrears payment agreement where full payment will not be made within sixty (60) days.

(f) Non-payment

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

9.7. 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 (10) days before the board meeting where it will be considered.

(b) Termination date

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

Article 10: Dealing with Problems

10.1. 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.

10.2. Notice to Appear

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

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

(b) Information in Notice to Appear

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

10.3. Deciding to Give a Notice to Appear

(e) No prejudice

The Board of Directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudice the situation. It cannot

make any conclusion about evicting without following the Notice to Appear process in this By-law.

(f) 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.

10.4. Limits of Action by Co-op

(g) 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.

(h) 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 11: Eviction Procedures

11.1. 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 (10) 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 12: Alternatives

12.1. 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.

12.2. 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.

12.3. Performance Agreements

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

- A condition under section 12.2 (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.

12.4. 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 p.m. but not about other parts of the agreement that relate to medical treatment of the member involved.

12.5. 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 (10) 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 (6) months after the original decision, the Board cannot proceed to evict without a new Notice to Appear. This must be given under Article 9 (Dealing with Arrears) or Article 10 (Dealing with Problems). The same procedure will be followed as if there had not been a conditional eviction decision or a performance agreement.

12.6. Authorization of Performance Agreements

All performance agreements must be authorized by the Board of Directors except as stated in section 9.6 (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 13: Appeals to Membership

13.1. When a Member Can and Cannot Appeal

A member can appeal a Board of Directors' eviction decision to the membership if the grounds of termination would require the co-op to hire a lawyer and go to court rather than the Landlord Tenant Board. Members **cannot** appeal to the membership for reasons that will be taken to the Landlord Tenant Board including but not limited to:

- Arrears,
- Persistent late payment,
- Misrepresentation of income in an RGI household,

- Too many persons in unit for health and safety standards,
- Undue damaged caused willfully or negligently,
- Willful undue damage and use inconsistent with use as residence causing damage,
- Interference with reasonable enjoyment or lawful rights,
- Domestic violence,
- An act involving drugs or violence,
- An illegal act, or
- An act or failure to act that impairs the safety of others.

13.2. How to Appeal

(a) Notice of appeal

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

(b) Member's statement

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

(c) Board statement

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

(d) Date of members' meeting

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

13.3. 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 11.2(b) (Member's Statement) and 11.2(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 will omit names and/or personal information about others from the information package if there is a danger of harm, 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 15.1(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.

13.4. 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) 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.

(d) Quorum

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

(e) 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.

(f) Effective date of decision

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

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

Article 14: Legal Action

14.1. Enforcing Eviction Decisions

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

That person can:

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

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

The Board of Directors can decide to go ahead with the eviction. 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.

14.3. Interest

Members owe interest on all arrears and other amounts owing to the co-op at the rate of six (6) 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.

14.4. 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.

14.5. 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 15: Miscellaneous

15.1. 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 11.2(b) (Member's statement) of this By-law.

15.2. 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.

15.3. 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.

15.4. 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.

15.5. Non-Members in a Member Unit

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

15.6. Proof

(a) When required

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

- That the member's unit is the member's principal residence.
- That the member is not profiting from any arrangement with guests.
- The member's household composition.
- The member's household income if the member receives housing charge subsidy.
- Other items 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.

15.7. 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.

15.8. Signing Schedules for Co-op

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

15.9. Minor Errors, Omissions, or Irregularities

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

15.10. Starting Date for this By-law

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

PASSED by the Board of Directors and sealed with the corporate seal of the Co-op on
July 2nd, 2014.

President

(corporate seal here)

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of the
Members on March 31, 2015.

President

(corporate seal here)

Secretary

Schedule A

Occupancy Agreement

Fairlea Park Housing Co-operative Inc.

If you are receiving a housing charge subsidy, "Terms of the Member's Housing Charge Subsidy, Appendix C" is part of this agreement.

Please print or type. Add additional pages if necessary.

List each Member
in the Member Unit

1.

2.

3.

Address of
Member Unit:

Unit # & Street:

City:

Date of
Occupancy:

Membership Terms:

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the Board and/or the Board and co-op members jointly.

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, including the appendices, have priority.
5. Any member who wishes to vacate their unit must give two months written notice. This notice must specify the end of occupancy as the last day of the month immediately following the expiration of the two (2) months' notice.
6. All members are responsible for paying a member deposit. (See appendix A)
7. Members are responsible for all gas and hydro charges during their occupancy. The members shall provide the Co-op with proof that their gas and hydro accounts are in good standing when they provide notice to vacate. In addition, and upon the written request by the Co-op, the members shall provide the Co-op with confirmation that the accounts are in good standing on an annual basis. If a member fails to provide satisfactory evidence of payment of gas and hydro charges, the Co-op shall have the right to request such information on the members account directly from the Utility Company and this agreement shall constitute authority to do so.
8. All members must provide proof of insurance including liability of a minimum of \$1,000,000.

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.

Signature(s) of Member(s):

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

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

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

Signature for the Co-op:

Co-op:

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

Appendix A

Charges to the Member(s)

Fairlea Park Housing Co-operative Inc.

These figures may change from time to time.

Please print or type. Add additional pages if necessary.

List each Member
in the Member Unit:

1.

2.

3.

4.

Address of Member
Unit:

Unit # & Street:

City:

Monthly Charges as of _____,
20_____.

Housing Charge

Housing Charge Subsidy -

Your Housing Charge is:

Parking Charge	+	<input type="text"/>
Sector Support	+	<input type="text"/>
Your Total Housing Charge is:		<input type="text"/>

Member Deposit:

Membership fee:

Signature(s) of Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Housing Charges are due in FULL and are to be delivered to the office by NO LATER THAN MIDNIGHT the last day of each prior month. Members are encouraged to provide the office with post-dated cheques for the fiscal year (i.e. April to March). LATE PAYMENTS ARE SUBJECT TO A \$25.00 LATE FEE. NSF AND STOP PAYS ARE SUBJECT TO A \$31.00 FEE.

**This deposit will be retained by the co-op until up to sixty (60) days upon move-out. Any charge backs to the member will be subtracted from this amount. These will include but will not be limited to professional cleaning should your unit not be properly cleaned, extra painting charges resulting from dark paint/holes in walls, ceilings, etc.

*** Members in arrears are referred to the Board for further action including eviction proceedings. If the co-op must refer your file to collection, all fees and costs associated with collecting arrears will BE added to your account.

Appendix B

Member's Household

Fairlea Park Housing Co-operative Inc.

Please print or type. Add additional pages if necessary.

Address of Member Unit:

Unit # & Street:

City:

List each person in the household:

1.

2.

3.

4.

5.

I/We agree to give prompt written notice of any change in my/our household size or the persons who make up my/our household, which includes any long-term guests.

If I receive geared-to-income assistance, this includes anyone whose income should be considered in setting the amount of a geared-to-income housing charge.

I/We understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with Article 7 (Occupancy by Members) of the Occupancy By-law.

Signature(s) of Member(s):

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

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

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

Member 4:	Date:
-----------	-------

Note: This form must be signed by all members. If the household pays a geared-to-income housing charge, this form must also be signed by all non-member occupants, including:

- anyone who is required to sign by the Service Manager
- anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests

Appendix C

Terms of the Member's Housing Charge Subsidy

Fairlea Park Housing Co-operative Inc.

Unit: _____

Rules for geared-to-income assistance:

1. This document states rules for households paying a geared-to-income housing charge.
2. This document does not state all the rules that apply. Government Requirements and the co-op By-laws have many other rules for households who receive geared-to-income assistance.
3. Households receiving geared-to-income assistance are responsible for finding out about all the rules that apply to them. This includes any changes in the rules.
1. The co-op can give people an information package that may answer any questions about the rules. Members should ask the co-op if they have any other questions.
6. The rules in this document could be changed if Government Requirements or the co-op's By-laws are changed. The new rules will govern even if there is no change in this document.
7. In case of conflict, Government Requirements will take priority over this document.

Basic agreement

8. The household and the co-op agree to comply with the rules in Government Requirements and the co-op By-laws. The household and the co-op agree to comply with all decisions duly made under Government Requirements and the co-op By-laws.
9. “Household” in this document means all members and all non-member occupants of the unit. This includes:
 - anyone who is required to sign the Occupancy Agreement by the Property Manager
 - anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests

This may include people who are not considered part of a household under other parts of the co-op’s By-laws.

10. Each person who is part of the household will be fully responsible for all obligations of the household under this document and the co-op’s Occupancy Agreement and By-laws. By signing this document each person agrees to perform those obligations.
11. This document forms an agreement between the co-op and each member and non-member occupant. Each non-member occupant who signs this document agrees to comply with the applicable parts of the co-op’s Occupancy Agreement and By-laws and the co-op’s standard Long-term Guest Agreement.

Amount of geared-to-income assistance

12. The housing charges payable by the household are stated in Appendix A to the Occupancy Agreement. These charges apply at the time it was signed.
13. A change in the household’s financial circumstances could affect their geared-to-income housing charge in the following ways:

- The amount of a geared-to-income housing charge may go up or down.
- The household may receive no geared-to-income assistance, but remain eligible for twelve (12) months. This could happen if the household's income increases so that no assistance is payable under the geared-to-income formula.

Decisions about these things will be made by the co-op.

14. Overpayments of assistance may have to be repaid to the co-op. The geared-to-income housing charge can be increased or the household can be required to repay the entire amount. These decisions will be made the co-op.
15. If it is determined that the household did not receive all the assistance it was entitled to, the household will be credited with the underpayment of assistance. The credit will be applied to later housing charge payments as they fall due.
16. Under Government Requirements households may get a notice telling them to obtain certain types of income. The household has to apply for and use reasonable efforts to get the income. If the household does not comply with the notice, it is no longer eligible for assistance. The types of income include:
 - Ontario Works assistance
 - child or spousal support under applicable laws
 - employment insurance
 - government pension benefits for persons 65 or older
 - support or maintenance under an immigration undertaking.

Occupancy of unit:

17. No one may occupy the unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people

authorized by the co-op, as stated in Article 7 (Occupancy by Members) of the Occupancy By-laws.

18. The household must report to the co-op in writing of any persons who cease to occupy the unit or start to occupy the unit after the Occupancy Agreement was signed. These reports must be made within the time set by Government Requirements. This does not include casual guests, if the guest's income does not have to be included in calculating geared-to-income assistance.

20. Households that are overhoused must follow the applicable rules. Rules relating to overhoused households are in the co-op's By-laws. Overhousing will be determined according to occupancy standards under CMHC standards do not apply to special needs households.

Giving information:

21. Government Requirements require periodic reviews by the Service Manager for each household receiving geared-to-income assistance. These items have to be reviewed:
 - continuing eligibility for geared-to-income assistance
 - amount of geared-to-income assistance for which the household is eligible
 - size of unit for which the household is eligible.

22. The household must:
 - co-operate in the review
 - provide all required information both with respect to members and non-member occupants
 - do this within the time limits required.

23. The co-op may be doing some or all of these reviews on behalf of the Service Manager.

24. The Agency requires prompt updating of information. Between reviews, it is the household's responsibility to promptly report in writing to the co-op:
- any change in income
 - any change in assets
 - any change in household composition
 - any change in immigration status.
25. These changes must be reported no matter how small the change is.
26. These reports must be made within the time set by the co-op. The household must make these reports even if the paperwork relating to the change has not been received. The household must use any forms that are set by the co-op.
27. The household agrees that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. The member must have all persons in the member's household sign an authorization for a credit check, if requested by the co-op.
28. Personal information about the household may be shared with the Agency as stated by the co-op's By-laws or as stated in other laws. Except for this, the co-op must keep all personal information confidential.

Losing assistance:

29. Households can lose their geared-to-income assistance if they break any of the rules that apply – whether or not the rules are stated in this document. In addition:

- They may have to repay amounts that should have been paid by them, either immediately or over time.
- They will have to meet special requirements to get geared-to-income assistance again. These can include things like:
 - i. they will have to pay any arrears, sign a repayment agreement or make reasonable attempts to sign a repayment agreement. The co-op provider has to be satisfied that they will repay the arrears
 - ii. they may have to wait up to two (2) years after any crime, offence or misrepresentation relating to geared-to-income assistance

30. Households can also lose their geared-to-income assistance without breaking any rules. This can happen for the following reason:

- (a) The household's income increases so that no assistance is payable under the geared-to-income formula. The household will remain eligible for twelve (12) months in case their circumstances change.

Review

31. If any member of a household disagrees with certain decisions, they are entitled to a review of the decision. See section 32 for the types of decisions. The household is entitled to receive notice of the decision.

Members' Rights On Decisions

32. The household can request a review of:

- a decision that the household is not eligible for geared-to-income assistance
- a decision about the amount of a geared-to-income housing charge
- a decision about the type and size of unit for which the household is eligible.

33. These decisions are made by the co-op. Even if responsibility for the decision has been delegated to the co-op, the Service Manager may be responsible for the review.
34. Procedures, requirements and other rules about reviews are stated in the co-op By-laws.
35. Members need to act within the required time limits or they lose the right to a review. Members should ask the co-op or if they do not know who performs the review or if they have any other questions.

By signing this document, the undersigned agrees to observe and comply with the CMHC requirements, the Regulations, the co-op's By-laws, the co-op's Occupancy Agreement and this document.

Signatures of Members:

1.

Print name

Signature

Date

2.

Print name

Signature

Date

3.

Print name

Signature

Date

4.

Print name

Signature

Date

Signatures of Non-member Occupants if household pays a geared-to-income housing charge:

1.

Print name

Signature

Date

2.

Print name

Signature

Date

3.

Print name

Signature

Date

4.

Print name

Signature

Date

Schedule B

Long-Term Guest Agreement

Fairlea Park Housing Co-operative Inc.

Please print or type. Add additional pages if necessary.

List each Member in
the Member Unit:

1.	
----	--

2.	
----	--

3.	
----	--

Long-Term Guest:

--

Address of
Member Unit:

Unit # & Street:

City:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.

5. The long-term guest must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the *Landlord and Tenant Act* does not apply.
7. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Signature of the
Long-Term Guest:

	Date:
--	-------

Signature for
the Co-op:

Co-op

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

Schedule C
Notice to Appear for Arrears

Fairlea Park Housing Co-operative Inc.

To members: _____

Address of member unit: _____

The Board of Directors is going to consider ending your membership and occupancy rights and evicting you.

The grounds for this are that you have failed to pay housing charges, to the Co-operative. The amount owing is stated in this Notice. This is grounds for eviction under section 9.1 (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: _____

Time and date of board meeting: _____

Time for arrival: _____

Housing charges owing: \$ _____ **as of** _____

Proposed termination date: _____

Attachments: Copy of Member Ledger as of _____

Other _____

Signature:

[Legal co-op name]

Date: _____ **By:** _____

Print name:

Title:

Schedule D
Notice to Appear
Fairlea Park Housing Co-operative Inc.

To members: _____

Address of member unit: _____

The Board of Directors is going to consider ending your membership and occupancy rights and evicting you.

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

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

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

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

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

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of termination:

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

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

Attachments: *(See section 10.2(c) (Notice to Appear Additional Information) of the Occupancy By-law about what should be included. List the Attachments here.)*

Signature:

[Legal co-op name]

Date: _____ By: _____

Print name:

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.

Schedule E

Board of Directors' Eviction Decision for Arrears

Fairlea Park Housing Co-operative Inc.

Members: _____

Address of member unit: _____

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

Background:

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

Decision:

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

Reasons:

The Board of Directors made its decision because the member owed housing charges to the co-op on the date of the meeting. This is grounds for eviction under section 9.1 (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: _____

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:

[Legal co-op name]

Date: _____ By: _____

Print name:

Title:

Schedule F

Board of Directors' Eviction Decision

Fairlea Park Housing Co-operative Inc.

Members: _____

Address of member unit: _____

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

Background:

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

Decision:

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

Reasons:

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

Additional decision, if any:

Date of board meeting: _____

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

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

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Termination date: _____

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

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

(b) **Summary of facts:**

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

Signature:

[Legal co-op name]

Date: _____ By: _____

Print name:

Title:

Schedule G

Notice of Eviction Decision for Arrears

Fairlea Park Housing Co-operative Inc.

To members: _____

Address of member unit: _____

A meeting of the Board of Directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The Board of Directors decided to end your membership and occupancy rights on the date stated in this Notice.

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:

[Legal co-op name]

Date: _____ By: _____

Print name:

Title:

Schedule H

Notice of Eviction Decision

Fairlea Park Housing Co-operative Inc.

To members: _____

Address of member unit: _____

A meeting of the Board of Directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The Board of Directors decided to end your membership and occupancy rights on the date stated in this Notice.

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 board decision)*

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

(b) **Summary of facts:**

Signature:

[Legal co-op name]

Date: _____ By: _____

Print name:

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 13 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Schedule I
Performance Agreement Arrears
Fairlea Park Housing Co-operative Inc.

Members: _____

Address of member unit: _____

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

Date of 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 15.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

[Legal co-op name]

Date: _____ By: _____

Print name:

Title:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Schedule J
Performance Agreement
Fairlea Park Housing Co-operative Inc.

Members: _____

Address of member unit: _____

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

Date of 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.

Signatures:

[Legal co-op name]

Date: _____ By: _____

Print name:

Title:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Attachment A: Summary of Time Requirements and Examples

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

Business day

3.1(c) Housing charges are due before 8am on first 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 Sunday, September 1, 2013 before 8am.

Budget

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

Example: Budget meeting is June 16, 2014.

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

Changed housing charges

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

Example: Budget meeting is June 16, 2014 and members approve a change.

July is the first month after the decision.

August is the second month after the decision.

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

Notice of entry

5.6(b) 24 hours notice is required. A time range can be given (5.2(d)).

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

Notice must be given by 8:00 a.m. on Sunday, June 15, 2014. Notice can cover the whole week to June 20, 2014.

Showing unit

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

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

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

Notice must be given by 7:00 p.m. on June 14, 2014.

Change in household size

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

Example: Child gets married on May 14, 2014 and leaves home permanently.

Last day for notice to co-op is May 24, 2014.

Withdrawing from co-op

8.1 (a) At least 2 months' written notice required ending on last day of month.

Example: Member wants to withdraw from co-op effective June 30, 2014.

Notice must be delivered to co-op office on or before April 30, 2014.

Example: Member wants to withdraw from co-op effective August 31, 2014.

Notice must be delivered to co-op office on or before June 30, 2014.

Death of a member

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

Example: Member dies on March 15, 2014.

Month after March is April.

Rights and responsibilities end on April 30, 2014.

Delivery of Notice to Appear to member

9.7(a) or 10.2(a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16, 2014.

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

Proposed termination date in Notice to Appear

9.7(b) or 10.2(d) 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

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

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

12.2(d) 20 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

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

Delivery of notice of board eviction decision to member.

13.1(e) Within 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

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

Member breaks performance agreement or condition in eviction decision.

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

Example: Board meeting is Monday, June 16, 2014.

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

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

Appeal to membership

13.2(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 16, 2014.

Last day to deliver appeal notice is Monday, June 23, 2014.

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

Example: Notice of appeal received on Monday, June 23, 2014.

Earliest day for members' meeting is Monday, July 7, 2014.

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

Example: Members' meeting is Tuesday, July 8, 2014.

Termination date is Thursday, July 10, 2014.