

# **Cole Road Co-operative Community Inc.**

## **Bylaw No. 2015.02**

### **Occupancy Bylaw**

(replaces Bylaw No. 2, No. 6 and No. 8)

A Bylaw which contains the rights and obligations of Cole Road Co-operative Community Inc. and its members.

Approved by the Board of Directors on the 9<sup>th</sup> day of February, 2015.

Confirmed by the Members on the 1<sup>st</sup> day of March, 2015.

## **Bylaw 2015.02 Occupancy Bylaw**

This Bylaw contains the rules under which Cole Road Co-operative Community Inc. (formerly known as Priory Square Co-operative Homes Inc.) provides housing for its members, and the rights and obligations of both the Co-op and its members. The *Co-operative Corporations Act* (the *Act*) regulates how the Co-op must be run. Certain parts of the *Act* contain rules which are not included in this Bylaw. Members should refer to them when questions come up.

### **Article 1 About This Bylaw, Schedules and Appendices**

#### **1.1 Occupancy Agreement**

- (a) The Board of Directors may accept persons having the qualifications for membership (as defined in Article 2-2). Membership shall commence when these persons have been accepted by the Board and have taken possession of their allocated unit.
- (b) When a person has been accepted for membership and allocated a unit of housing in the Co-op, prior to taking possession of the unit, this person shall sign an Occupancy Agreement and make all payments required by the Bylaws.
- (c) The Occupancy Agreement, Schedule A, is part of the Bylaw. 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 Bylaw and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
- (d) Some Bylaws and agreements, such as the Housing Charge Subsidy Bylaw and Performance Agreements, only apply to certain members. These members must obey them.

#### **1.2 Priority of this Bylaw**

- (a) This Bylaw takes the place of or amends all previous Bylaws or resolutions that deal with the occupancy rights and obligations of the Co-op and its members. Any future Bylaw can only amend this Bylaw if the future Bylaw states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this Bylaw. Any unauthorized commitment is not effective.
- (b) If there is a conflict between documents, the following will govern in the order in which they appear:
  - first, the *Act*
  - second, the Articles of Incorporation
  - third, this Bylaw, and
  - fourth, the other Bylaws of the Co-op, unless the Bylaws 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 area and facilities.

Co-op Bylaws and other rules limit members' 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 non-refundable membership fee of \$15.00 (once only)
  - monthly housing charges, less any subsidy
  - the member's security deposit, and
  - other charges that members must pay under any of the Co-op's bylaws.
- (b) Co-op members must decide what the monthly housing charges will be at a general membership meeting.
- (c) Members must pay their housing charges before noon on the first business day of each month. Members will be required to submit a series of post-dated cheques for each fiscal year, unless exempted from this requirement by the Board of Directors.
- (d) The housing charge does not include the following costs to a member:
- Electricity for a unit
  - Natural gas for a unit, and rental of a natural gas water heater
  - Telephone for a unit
  - Charges for cable television for a unit
  - Insurance on the member's personal property, and
  - The member's personal liability insurance.

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

### **3.2 Security Deposit**

#### **(a) Paying the Deposit**

Members must pay a security 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 Security Deposit**

If members do not receive a subsidy, they must pay a security deposit equal to the monthly housing charge at the time of move-in.

If members receive a subsidy, they must pay a security deposit equal to the equitable (subsidized) monthly housing charge at time of move-in.

#### **(c) Adjusting the Security Deposit**

When there is a change in the monthly housing charge, the Co-op does not normally adjust the amount of the security deposit.

#### **(d) Returning the Security Deposit**

The Co-op will return the security deposit when the member leaves the Co-op permanently.

Before returning the deposit, the Co-op can deduct any amount which the member owes because:

- The member did not give enough notice
- The unit was not left in the condition stated in 5.9 of this By-law
- The member owes money to the Co-op, or
- The member did not pay the last month's housing charge.

**(e) Interest on the Security Deposit**

The Co-op will not pay interest on the security 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 member
- Any person who is a part of the member's household, or
- Any person that the member invites or 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 for returned cheques
  - Charges for late payment of housing charge
  - Charges for collection of debts
  - Costs of repairs
  - Increased insurance premiums
  - Legal fees

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 owing money to the Co-op may be charged interest at the rate of 2% above the prime rate of any credit union or bank designated by the Board.

**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 security deposit for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household.

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

**(b) Sharing Expenses**

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

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

### **Article 3.6 Housing Charge Subsidy**

- 1 Rights to a rent-geared-to-income subsidy are stated in the Housing Services Act and in By-Law 2015.11 Housing Services Act By-Law. The Co-ordinator is authorized to determine who is entitled to subsidy and the amount of the subsidy and may delegate this authority to another staff member.
- 2 A member who disagrees with a decision about subsidy may ask the County of Wellington Housing Services to review the decision. The request for a review must be made within 10 days on the form approved by the County.
- 3 A member with fluctuating income will verify that income in accordance with the **County Directive 2015-01 Fluctuating Income**, attached as Appendix D of this By-Law.

### **Article 3.7 Participation**

Members must attend all general members' meetings and take part in the activities of the Co-op unless excused by the Board. Failure to attend two consecutive meetings, or failure to take part in the activities of the Co-op, may result in expulsion from membership and termination of occupancy rights in accordance with the provisions of this By-law. Members must give advanced written notice if they wish to be excused from attending a meeting or taking part in the activities of the Co-op.

## **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. Article 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. Article 4.3 of this By-law shows how the Co-op must give notice of this meeting. The budget must contain:

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

#### **(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**

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

#### **4.4 Date of Change in Housing Charges**

(a) Any change in housing charges will normally begin on the first day of the third month after the members decide on the change. For example, if the meeting was on April 10, the new housing charges begin on July 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. Article 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 (as defined by appropriate municipal By-laws), their households and other persons allowed by this By-law. This 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 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.

#### **5.5 Insurance**

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

#### **5.6 Privacy**

##### **(a) Permission Needed**

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

##### **(b) Permission Not Needed**

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

- maintenance inspections, regular or special
- Maintenance repairs or renovations, or
- Any other reason which the Board decides.

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

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

##### **(c) Notice of Entry**

Any entry notice can give a time range and not necessarily a specific time. The time range can be no 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/os sexual and includes child abuse. Co-op staff is authorized to call police and the Children's Aid Society in cases where there is a reasonable ground to suspect child abuse.

#### **5.8 Domestic Violence**

(a) Domestic violence is violence against another member of the same household. The Co-operative does not tolerate domestic violence. It will try to assist victims of such violence. Members of the Co-operative who engage in domestic violence may be evicted.

Members who are victims of domestic violence can:

- ask the Board to evict any person who commits domestic violence
- request emergency subsidy, if they would not normally be entitled to such subsidy, and
- get information from the Co-op on support groups in the community.

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

(b) The Board must have proof that domestic violence occurred. The Board can accept the following as proof:

- A restraining order or peace bond is in effect
- Terms of bail allow no contact, or
- The offending member has been found guilty of assault.

(c) When a member is ready to let a previously violent spouse, partner or co-occupant return, the member can ask the Board in writing to reinstate that person's membership. The Board may reject an application for membership from that person if the member does not consent. Article 7 applies if the member wants that person to stay as a casual or long term guest.

(d) If someone has been evicted because of domestic violence, and returns without the consent of the victim, the Co-op may treat that person as a trespasser. It may remove that person from the property.

## **5.9 Maintenance and Repair**

### **(a) Cleanliness**

Members must keep their units and the areas immediately outside 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. Garbage must be sorted properly and placed in the correct disposal cart for pick up by the city.

### **(b) Maintenance**

Members must obey the Maintenance and Improvements By-law (By-law No. 9).

### **(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 (By-law No. 9). If the By-law does not cover the matter in question, 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 any new locks.

### **(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. Pest infestation shall be reported to the Co-op as soon as possible, so that any necessary remedial measures can be taken.

### **(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. Members must keep the appliances reasonably clean and report any problems with them.

**(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 (By-law No. 2015.10) describes the condition they must leave their unit in.

**5.10 Safety**

- (a) Members shall at all times exercise care for the safety of others.
- (b) Members shall not store large quantities of gasoline, oil, paint or other highly flammable or dangerous materials in their units. Residents shall not permit anything to be done in their premises which will significantly increase the risk of fire.
- (c) Smoke detectors must not be disconnected or painted. It is the member's responsibility to test smoke alarms regularly, replace backup batteries regularly, and report any malfunction to the Co-op.
- (d) Common walkways shall be kept free of obstruction.

**5.11 Noise**

- (a) Unnecessary and unreasonable noise that is disruptive to neighbours will not be permitted at any time.
- (b) It is the responsibility of members to exercise control over the activities of their children, pets and guests in respect to the rights of neighbours to quiet privacy.

**5.12 Parking**

- (a) Each unit will be allotted one designated parking space immediately in front of their unit.
- (b) Parking spaces designated for visitors should be used by visitors only. If a household requires space to park an additional vehicle, the household shall apply to the office for a designated parking space, if available. If no space is available for such designation, off-site parking shall be used.
- (c) No oversize vehicles will be permitted parking space.
- (d) Abandoned or illegally parked vehicles may be towed away at owner's risk and expense.
- (e) Vehicles may not be parked in a way that blocks the passage of any other vehicle.

**5.13 Pets**

The ownership of a household pet is a privilege, not a right. Pet owners must comply with the terms and conditions of By-Law 2015-06.

#### **5.14 Vandalism**

Any act of vandalism, theft or malicious mischief perpetrated by a member, or any resident of her/his household, or any of her/his guests, against the Co-op or other residents may be grounds for immediate termination of the member's Occupancy Agreement, as well as prosecution.

#### **5.15 Acts of Others**

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

### **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 (By-law No. 10) deals with those matters.

#### **6.2 Change in Household Size**

(a) The number of persons in a member's household may change. The member must give prompt written notice of the change to the Co-op office. If the household size has decreased, the notice must give the names of the persons who no longer live in the unit. If the household size has increased, the procedure shall be governed by Article 7.

(b) Normally, the maximum number who can live in each unit type is:

- Two bedroom                      4 persons
- Three bedroom                    6 persons

These are the "Maximum Occupancy Standards".

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

- Two bedroom                      2 persons
- Three bedrooms                    3 persons

These are the "Minimum Occupancy Standards".

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

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

- The member has resided in their unit for at least three years without a change in family/household size,
- The situation is temporary, or
- The Board decides that there are special circumstances that justify letting the household stay in the unit.

- (e) If the Board is going to consider a resolution to require the member to move, it must give the member ten days 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 of 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 one of the first three units offered. 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 member has resided in their unit for at least three years without a change in family/household size,
  - The situation is temporary, or
  - The Board decides that there are special circumstances that justify letting the household stay in the unit.
- (h) If the Board decides to evict the member, the date must be at least ninety days after the Board meeting that required the member to move. If the member was not put on the internal waiting list, the date must be at least ninety days after the Board meeting that decided to evict the member. The Board must use the procedures stated in Article 9 of this By-law.

### **6.3 Able to Live Independently**

- (a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on the Co-op, its members or employees. This is an essential requirement of living in the Co-op. The Board can evict a member if it decides that the member cannot meet these conditions. However, this will not happen if:
- The member makes arrangements that are acceptable to the Board; and
  - The member signs and obeys a written agreement if the Board requires it.
- (b) The Board does not have to get medical or other expert advice when it passes any resolution under 6.3 of this By-law. It has the right to rely on the opinion and experience of the employees and members of the Co-op. However, the Board will consider any medical or other expert advice which the member offers.
- (c) The Board must use the procedures stated in Article 9 of this By-law.

### **6.4 Government Takeover of Co-op Ownership**

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

### **6.5 Damage by Fire, etc.**

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

The Board 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 casual or long-term guest 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, except for the purposes of subsidy determination. Members must not allow anyone other than the persons referred to above to use their unit.

(b) This By-law applies 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. 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 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 years of age who is not a member. That person must apply for membership in the Co-op or for Board approval as a long-term guest. That

person can occupy the unit as a casual guest while waiting for the Board to decide. If the Board refuses to approve the application for membership, that person can occupy the unit only as a casual or long-term guest if permitted under 7.4 or 7.5 of this By-law.

### **7.3 Persons Sixteen Years of Age**

If a person who is part of a member's household turns sixteen, that person must apply for membership in the Co-op. If they fail 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. All guests must be registered with the Co-op within one week of occupancy.

(b) Members must have the Board's permission to permit a guest to stay for more than two consecutive weeks for a single visit. Normally this would only be for up to one additional month. Members must have the Board's permission to allow a guest to spend a total of more than three months in a unit for any number of visits during any 12-month period. The Board can choose the 12-month period.

(c) The Board normally allows a single visit to last for three 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) Persons who have turned sixteen and continue to live in the unit may be granted long-term guest status by the Board if they do not apply for membership.

(b) Members and their guests must sign a long-term guest agreement, such as Appendix 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) Normally, 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. The County of Wellington Directive 2013-08 will apply in cases of all absences from a unit. The **Absence from a Unit** policy is attached as Appendix C."

### **7.7 No Transfer of Occupancy Rights**

Members cannot transfer their occupancy rights to anyone else.

### **7.8 Sub-Occupancy**

- (a) If members want to leave the Co-op temporarily, they can apply to have someone to occupy their unit as a sub-occupant. The members and all sub-occupants must sign a Sub-Occupancy Agreement approved by the Co-op before the sub-occupancy agreement begins.
- (b) All sub-occupants must have the approval of the Member Selection Committee and the Board before the sub-occupancy begins.
- (c) A sub-occupancy can only last twelve months.
- (d) Sub-occupants are not eligible for rent-gearred-to-income assistance and must pay the full market housing charge.

### **7.9 No Profit**

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit.
- (b) Members must not profit when 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 or sub-occupants of their unit. If Asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- (d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of the Housing Charges. Profit does not include paying a reasonable charge for meals, cleaning, etc. (if it is not a hidden profit on the Housing Charges).

### **7.10 Co-op Employees**

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

### **7.11 Death of a Member**

- (a) If a member dies and no other members occupy the unit, the members 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.
- (d) 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 calendar months plus five days' written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the Board's consent. The Board can refuse to allow members to withdraw the notice. Members cannot appeal the Board's decision.

(b) Members have full rights and obligations during the notice period. 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 171.1 of the *Act* to 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.

## **Article 9: The Co-op Evicts a Member**

### **9.1 Terms Used in This By-Law**

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

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

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

- i. owes housing charges to the Co-op at the time of the Board meeting;
- ii. has been repeatedly late in paying housing charges;
- iii. has, in the opinion of the Board, substantially or repeatedly failed to participate in the Co-op in accordance with paragraph 3.7 of this By-Law;
- iv. has broken the By-Laws in a way the Board considers serious, even if the member has corrected the situation when given notice;

The Board can also evict a member if someone the member is responsible for, under the By-Laws, has done any of the above.

- (b) The Board can evict a member under 6.2, 6.3, a resolution referred to in 6.4 and a decision on membership referred to in 6.6 of his By-Law.

### **9.3 Eviction Procedures**

#### **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 F or Schedule G attached to this By-law. The minutes do not have to state who made or seconded the motion to pass the resolution or how each director voted.

- (d) Date of termination

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

- (e) Notice of decision

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

### **9.4 Appeal**

- (a) A member cannot appeal an eviction decision to a members' meeting. The procedures contained in the Residential Tenancies Act must be followed if a member wishes to appeal a decision to evict.

### **9.5 Legal Action**

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

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

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

For example, there could be a Performance Agreement or similar agreement worked out. The Board can limit the person's authority by a Board decision.

### **9.6 Performance Agreements**

(a) The Co-op can sign a Performance Agreement with the member. When a member and the Co-op sign a Performance Agreement, any outstanding eviction decision will be cancelled, unless the Performance Agreement suspends the decision instead. If the decision is suspended, the Performance Agreement will set out how and when the Co-operative may act on the eviction decision. This will include:

- what the member must do to break the agreement before the Co-operative can act on the eviction decision;
- what the Co-operative must do before it can act on the eviction decision, including what notice must be given to the member.

(b) The Performance Agreement may state how the member will:

- carry out obligations in the future;
- correct any past problem;
- compensate the Co-op for any losses; and
- set out what the Co-operative may do if the member breaks the agreement, including acting on any eviction decision that has been suspended.

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

(c) The Board can use the model Performance Agreements in Schedules G and H of this By-Law.

(d) If the member breaks the Performance Agreement, the Co-operative can act on any suspended eviction decision if it follows the requirements of the Performance Agreement. If there is no suspended decision, then the Board must start the procedure to evict the member over again. In that case, breaking the Performance Agreement does not itself give the Co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the Board, the members or a judge.

(e) When signing a Performance Agreement, the Board can decide that an eviction decision will not be effective if the member:

- pays the amounts owed; or
- carries out any acts that the Board states in the decision.

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

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

## **Article 10: Miscellaneous**

### **10.1 Personal Information of a Member**

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

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

### **10.2 Serving Documents**

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

- A separate copy of the notice will be given to each member being evicted, and to any member who has left the unit.
- If a member is absent or evading notice, the notice can be given by:
  - Handing it to any apparently adult person at the unit;
  - Placing it where the members normally receive their mail;
  - Sending it by registered mail to the person at the unit (and allowing the extra three days required by the Act).

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

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

Certified to be a true copy of By-Law #2015.02 of Cole Road Co-operative Community, passed by the Board of Directors at a meeting held on the 9<sup>th</sup> day of February and confirmed by two-thirds vote at a meeting of members held on the 1<sup>st</sup> day of March 2015.