

Cole Road Co-operative Community Inc.

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

By-law No. 2022.02

OCCUPANCY BY-LAW

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ARTICLE 1: ABOUT THIS BY-LAW

1.1 INTRODUCTION

This By-law states the basic rules for the Co-op to provide housing for its members and the basic rights and obligations of the Co-op and the members.

1.2 PRIORITY OF THIS BY-LAW

(a) Conflict with other by-laws

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

(b) References to other by-laws

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

(c) No unauthorized commitments

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

1.3 REPEALS

(a) By-laws

The following bylaws, or parts of by-laws, are repealed when this by-law becomes effective:

- A. The Occupancy By-law (By-law No. 2015.02).
- B. The Housing Charge Payments and Arrears By-law (By-law No. 2015.12).
- C. The Organizational By-law (By-law No. 2015.01), Article 2.
- D. The Member Relations By-law (By-law No. 2015.09).

(b) Policies

This paragraph applies if the Co-op has any formal Policies that were passed by the Board of Directors, confirmed by a members' meeting, and attached to the previous Occupancy By-law. Those Policies are not repealed. They will continue in force except as they conflict with this By-law. They will be separate By-laws and will have the By-law numbers that come after the number of this By-law.

1.4 LAWS ABOUT OCCUPANCY

(a) Main laws

In addition to this By-law, certain laws affect occupancy at the Co-op. These include the following laws in addition to other government requirements. The following legislation may be subject to change at the provincial and federal levels; these changes will be accepted as a part of this by-law once they are in effect.

- A. The *Co-operative Corporations Act, 1990* governs the Co-op. Parts of the *Co-operative Corporations Act, 1990* have important rules about occupancy that are not in this By-law.
- B. The *Residential Tenancies Act, 2006* has rules about Co-op evictions that are not in this By-law.
- C. The Ontario *Human Rights Code, 1990* has important rules about housing that affect the Co-op.
- D. Cole Road Co-operative Community Inc. receives funding under the *Housing Services Act, 2011*. We must follow rules about occupancy under the *Housing Services Act, 2011*. The Co-op's Service Manager also has rules about occupancy.

(b) Changing by-laws

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

Attachments to this By-law can be changed by a vote by the Board of Directors.

1.5 OCCUPANCY AGREEMENT

(a) Standard form

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

- **Appendix A: Member Charges.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Household Members.** This applies at the time of signing the Occupancy Agreement. If there are changes, the member has to notify the Co-op as stated in section 9.5 (Reporting Change in Household Size). A new Appendix B should be signed.
- **Appendix C: Housing Charge Subsidy Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will receive housing charge subsidy. If the member gets a housing charge subsidy at a later

time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendixes A and B have to be signed at the same time.

- **Appendix D: Special Needs Unit Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will occupy a special needs unit. If the member gets a special needs unit at a later time, Appendix D has to be signed then.
- **Appendix E: Electronic Communication Agreement.** This has to be signed at the same time as the member signs the Occupancy Agreement. It does not have to be updated each year when charges change.

(b) **Who signs**

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

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

(c) **Government requirements**

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

(d) **Occupancy Agreement applies**

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

(e) **Special requirements**

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

1.6 SPECIAL MEANINGS

(a) **Co-op office**

The Co-op maintains an office on-site for the use of staff in conducting Co-op business.

If the Co-op's main office is temporarily closed for an extended period of time, the Board of Directors will designate a place or person that members can use to exchange pertinent information/items to the Co-op. It is the responsibility of the Board of Directors to ensure that all members know about this change. If the Board does not designate a place or person, alternatively the president of the Board of Directors would be the default designated contact.

(b) **Eviction**

The *Co-operative Corporations Act, 1990* and the *Residential Tenancies Act, 2006* use words like “terminating membership and occupancy rights” or “terminating

occupancy rights.” In this by-law these are also referred to using words like “evicting the member” or “eviction.”

(c) **Government requirements**

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

(d) **Housing charge payment day**

The housing charge payment day is the first day of each calendar month; this is when the housing charge payment is due for the current month.

(e) **Housing charge subsidy**

“Housing charge subsidy” means geared-to-income subsidy or any other subsidy or reduction in housing charges that is provided by the Service Manager through the Co-op. Also called the “RGI” or “RGI subsidy”.

(f) **Housing charges**

In this by-law “housing charges” means all charges that the Co-op charges members or that members owe the Co-op.

- “Full monthly housing charges” means the monthly housing charges for a unit before deducting or crediting any housing charge subsidy.
- “Subsidized monthly housing charges” means the regular monthly housing charges after deducting or crediting any housing charge subsidy that a household receives.
- “Regular monthly housing charges” means the full monthly housing charges, after deducting or crediting any housing charge subsidy, plus any parking or other monthly charges.
- “Other housing charges” means non-monthly amounts that a member has to pay under the Co-op by-laws. Examples are late payment and NSF charges.

(g) **Legal action**

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

(h) **Coordinator**

In this by-law the Co-op “Coordinator” refers to the senior staff person. In some cases the Board of Directors or Coordinator may authorize other staff members to perform some of the Coordinator’s duties mentioned in this By-law.

(i) **Performance agreement**

A “performance agreement” includes an arrears payment agreement.

(j) **Staff**

“Staff” refers to employees of the Co-op

(k) **Year**

When this by-law refers to a “year”, it means a consecutive twelve-month period. This is not necessarily a calendar year. The Board of Directors decides what twelve-month period to use in each case.

(l) **Service Manager**

The “Service Manager” is the Consolidated Municipal Service Manager that relates to the Co-op under the *Housing Services Act, 2011*. The Corporation of the County of Wellington is the Service Manager for the Co-op.

(m) **Member Charge Back**

A “chargeback” is a dollar amount charged to the member for the cost to repair damages to the property and/or other maintenance related charges, including but not limited to removing furniture, cleaning, replacing keys, and air conditioner installation and removal.

(n) **Household**

In the Co-op’s by-laws, “household” means:

- a member;
- any other members living in the unit;
- children of the member, who are under sixteen and live in the unit;
- long-term guests approved by the Board of Directors under this Article.

Someone is considered a child of a member if they would be considered the member’s child under the Ontario *Family Law Act 1990*.

(o) **Passenger Vehicle**

A “passenger vehicle” is a motor vehicle that is designed or adapted primarily to carry people on highways and streets. It seats a driver and no more than eight passengers. Most cars, station wagons, vans, SUVs, and pick-up trucks are passenger vehicles.

1.7 SUMMARY OF TIME REQUIREMENTS

Attachment A at the end of this by-law is a summary of the time requirements for some actions by the Co-op as required under this by-law and the *Co-operative Corporations Act, 1990*. In case of conflict the *Co-operative Corporations Act, 1990* and the by-law will govern over Attachment A.

ARTICLE 2: MEMBERS' RIGHTS

2.1 USE OF A UNIT AND THE CO-OP'S FACILITIES

The Co-op gives members the right to:

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

Members have to follow Co-op by-laws in using these rights.

ARTICLE 3: MEMBERS' CONTRIBUTIONS

3.1 HOUSING CHARGES

All current charge amounts are listed in Attachment B.

(a) Monthly housing charges

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

- the full monthly housing charges for the member's unit, less any housing charge subsidy
- parking charges, if applicable
- other monthly charges that members must pay under any of the Co-op by-laws.
- Co-op sector support fee.

(b) Other housing charges

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

- late payment charges
- refundable security deposit (conditional refund terms)
- bank or financial institution charge for NSF cheques or failed payments
- all other amounts that a member has to pay under this by-law or any of the Co-op's by-laws.
- the non-refundable membership fee (once only)

(c) Not included in housing charges

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

- electricity charges;
- gas charges;
- telephone for a unit;
- internet for a unit;
- cable television charges;
- insurance on the member's personal property and belongings;
- water heater rental charges;
- the member's personal liability insurance.

If the Co-op has to pay for any of these, the cost will be charged back accordingly.

(d) Adjusting items in housing charges

The items that are included in housing charges or not included in housing charges can be changed by a vote of the members at a general meeting. There should normally be a separate motion approving the change even though it is also stated in the budget materials.

3.2 MEMBER INVOLVEMENT AND PARTICIPATION

- (a) Members must attend all general members' meetings and take part in the activities of the Co-op unless excused by the Board. Virtual meeting options are available for members who are unable to attend a general meeting in person.
- (b) Members must give advance written notice if they wish to be excused from attending a general meeting or taking part in the activities of the Co-op.
- (c) Voluntary participation in the community provides members and their households with opportunities to meet new people, develop new skills, and contribute to the well-being and operation of the Co-op. High school students can fulfill their required volunteer hours through work in their community.
- (d) Members and other residents are strongly encouraged to volunteer, within their capacity, in the Co-op each year.

3.3 PAYMENT OF HOUSING CHARGES

(a) Time of payment

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

(b) No cash payments

Housing charges cannot be paid in cash. The preferred payment methods are electronic transfer or cheque.

(c) Pre-payment options

Members can pre-pay housing charges using pre-payment methods. This is usually more convenient for both members and Co-op staff.

This includes:

- pre-paying via electronic funds transfers (etransfer)
- post-dated cheques
- post-dated money orders

Arrangements can be made at the Co-op office.

(d) Other ways to pay

Members who do not pay in any of the ways stated above have to pay by monthly cheque or money order. These have to be delivered to the Co-op office. If no one is in the office, payments can be put into the Co-op office mail box.

3.4 OTHER CHARGES

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

- the member,
- any person residing in the unit, or
- anyone permitted on Co-op property by the Co-op member or another person residing in the unit.

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

3.5 MEMBER DEPOSIT

(a) Paying the member deposit

Members must pay a member deposit to the Co-op. This deposit cannot be used as the last month's housing charges. Members must pay this deposit before moving into their unit, unless the Co-op allows them to pay it over time. This could be over several months. This must be stated in a deposit payment agreement prepared by the Coordinator or Financial Administrator and signed by the member and the Co-op.

(b) Amount of the member deposit

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

(c) Adjusting the member deposit when housing charges change

The amount of the member deposit will be adjusted by the same percentage as any change in the full monthly market housing charges for the member's unit.

Members must pay the amount of any increase on a date set by the Board of Directors unless the members meeting approving the new housing charges decides on a different date.

(d) Returning the member deposit

The Co-op will return the member deposit when the member and the member's household leave 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 required under the Co-op by-laws
- the member owes money for damages to the unit or the property
- the member has outstanding housing charges arrears
- the member owes money to the Co-op for any other unspecified charges

(e) Interest on the member deposit

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

3.6 HOUSING CHARGES ARE PER-UNIT

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

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

3.7 HOUSING CHARGE SUBSIDY

(a) Members who have a housing charge subsidy owe the Co-op the full housing charges less the subsidy.

(b) If the housing charge subsidy funds are provided by government or other funders and the Co-op does not receive the subsidy funds, the members must pay the full housing charges. It does not matter why the funds were not received. It could be because a member was not entitled to the housing charge subsidy, or the funder changed its policies, or for any other reason.

3.8 ALL CHARGES ARE HOUSING CHARGES

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

ARTICLE 4: SETTING HOUSING CHARGES

4.1 THE MEMBERS SET THE FULL MONTHLY HOUSING CHARGES

- (a) The full monthly housing charges and parking charges can be set only by a vote of the members at a general meeting. Members do this annually or more often as needed.
- (b) A budget must be presented to the members for approval when they are asked to consider a change in charges. Existing charges continue until the members approve a change.
- (c) The members may approve charges that are different from those proposed in the budget, subject to the changes mandated by the Service Manager.
- (d) There should normally be a separate motion approving the housing charge, including parking charges, even though these are also stated in the budget materials.

4.2 ANNUAL BUDGETS

(a) Operating budget

Each year the Board of Directors will submit an operating budget for the next fiscal year for approval by the members at a general meeting.

The operating budget must contain:

- the total expected cost of operating the Co-op
- a breakdown of the total expected cost in detailed categories
- the full monthly housing charges proposed for each unit
- the charges proposed for each service provided to members and charged separately.

(b) Capital budget

The Board of Directors must also prepare a capital budget for approval by the members if it is planning capital expenses. If possible, it should be presented to the members at the same time as the operating budget. A capital budget must contain:

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

(c) Approval by members

Approval of an operating budget or capital budget by the members authorizes the Board of Directors to spend money as stated in the budget subject to the Spending By-law.

4.3 NOTICE OF PROPOSED BUDGET

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act, 1990* and the by-laws.

A copy of the proposed budget must be delivered to each unit at least five days before the budget meeting. This must include the full housing charges for each unit if changes are proposed.

4.4 CHANGES IN HOUSING CHARGES

(a) Beginning of changed housing charges

Any change in the full monthly housing charges will begin on the first day of the third month after the members decide on the change.

(b) Notice of change

Notice of a change in the full housing charges must be delivered to each unit within 2 weeks after the meeting, and must follow the regulations set out in the *Residential Tenancies Act, 2006*

4.5 SURPLUSES USED TO OFFSET A DEFICIT

Unless the members decide otherwise at the time of budget approval, the Board can use a surplus in one category of expense to offset a deficit in another category within the budget.

ARTICLE 5: MEMBERS' UNITS

5.1 MAINTENANCE AND REPAIR

(a) Responsibility of the Co-op

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

The Co-op must keep the property and all services and facilities of the Co-op to meet the same requirements as the units.

(b) Appliances

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

If the members choose to purchase their own refrigerator or stove, the member is responsible to store the original appliance in the basement of the unit and return it to its original location prior to vacating the unit.

(c) Responsibility of members

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

Members must not do, or fail to do, anything that damages their units or other parts of the Co-op property.

(d) Cooperation with the Co-op

Members must cooperate in all reasonable ways with Co-op staff and any tradespeople or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of Entry). It also includes doing anything necessary to prepare their unit for Co-op work, such as furnace inspections or pest control.

(e) Reporting problems

Members **must** promptly report to the Co-op any problems in their unit, or the equipment in the unit, especially when it could cause damage to their unit or Co-op property.

(f) Maintenance and Improvements By-law

The Co-op's Maintenance and Improvements By-law and other Co-op by-laws have more detail on maintenance and repair responsibilities. The Co-op and the members must obey those by-laws.

(g) Neglect of responsibilities

If members do not fulfill their responsibility under this section, the Maintenance and Improvements By-law 10, or any other applicable Co-op by-laws, or if members prevent entry when permitted under section 5.2 (Privacy), the Co-op can do what is necessary to correct the situation.

This could include but is not limited to a chargeback being issued to the member(s) occupying the unit. Examples are repair costs, higher call back charges, or additional costs if pests spread to other units

(h) Moving out of the unit

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

(i) Safety

Members shall at all times exercise care for the safety of others.

(j) **Noise**

Unnecessary and unreasonable noise that is disruptive to neighbours will not be permitted at any time.

It is the responsibility of members to exercise control over the activities of their children, pets and all guests in respect to the rights of neighbours to quiet privacy.

5.2 PRIVACY

(a) **Permission needed for entry**

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

(b) **Entry with notice**

After giving a member at least 24 hours written notice, someone designated by the Co-op can enter a unit, at any time between 8am – 8pm, under the following circumstances:

- To carry out an inspection of the unit if,
 - (i) the inspection is for the purpose of determining whether or not the unit is in a good state of repair and fit for habitation and complies with health, safety, housing and maintenance standards, consistent with the Co-op's obligations under *Residential Tenancies Act, 2006*; and
 - (ii) it is reasonable to carry out the inspection.
- For any other reasonable reason for entry specified in the occupancy agreement (*Residential Tenancies Act, 2006*, c. 17, s. 27 (1)).

(c) **Entry without notice**

Someone designated by the Co-op may enter a unit at any time without written notice only:

- in cases of emergency; or
- if the member consents to the entry at the time of entry. *Residential Tenancies Act, 2006, c. 17, s 26(1)*.

(d) **Entry to show unit to prospective members**

The Coordinator or a designate may enter the unit without written notice to show the unit to prospective members if:

- The unit is being vacated, through either:
 - (i) the Co-op and member have agreed that the membership will be terminated, or any one of them has given notice of termination to the other; or
 - (ii) the Co-op has received confirmation in the form of an eviction order from the Landlord and Tenant Board of a Board of Directors' decision to evict the member.

- the Co-op representative enters the unit between the hours of 8 a.m. and 8 p.m.;
and
- before entering, the Co-op informs or makes a reasonable effort to inform the member of the intention to do so. *Residential Tenancies Act, 2006*.

(e) **Contents of Notice**

The written Notice of Entry shall specify the reason for entry, the day of entry and a time of entry between the hours of 8 a.m. and 8 p.m. *Residential Tenancies Act, 2006, c. 17, s. 27 (3)*.

(f) **One notice per unit**

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

5.3 CAMERAS

Members cannot install cameras in their units or in vehicles that could record persons within the Co-op in public spaces, common areas, in yards or in outdoor areas adjacent to other members' units.

Cameras that violate this requirement will be removed by the member or the Co-op.

5.4 HARM TO THE PROPERTY

(a) **Damage**

“Damage” is anything willful or negligent that causes impact to a unit or the common areas of the Co-op, which is not considered normal wear and tear, caused either deliberately or accidentally by a household member, their pets, their possessions, or any of their guests.

Damage includes unauthorized unit modifications, conditions like mold or insect infestation, or specific events such as a fire.

It does not include routine maintenance resulting from normal wear and tear.

(b) **Repairs to damage**

Damage to individual units will be repaired by the Co-op, and the costs will be charged back to the member.

(c) **Disasters**

A disaster is a sudden event bringing great damage, loss, or destruction. Disasters can be natural and/or man-made. Examples include fires, weather events, or wars.

- If there is a disaster affecting more than 50% of the units in the Co-op, the Board of Directors will examine the situation and propose a solution. The membership will make the final decision at a members' meeting.
- If only one or a small number of units are affected, the Board of Directors will consult with the members living in the units to come up with a solution.

- If those members agree with the Board, the Board can deal with the situation unless it needs approval from the members for expenses beyond the budget.
- The Board can give these decisions priority over the internal and external waiting lists.
- The Board of Directors and members will consider questions such as the following:
 - Should the unit be repaired?
 - How quickly?
 - When will the members be required to move out?
 - When will the members be entitled to move back?
 - Will there be any charges to the members during the period?
 - Are there any available units that the members can occupy until their unit is repaired?
 - Should there be any priority on the Co-op's internal or external waiting list?

(d) Limit of Co-op responsibility

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

5.5 MEMBERS' INSURANCE

(a) Insurance compulsory

The member(s) in each unit must obtain and pay for personal property insurance and personal liability insurance. Each member must deliver proof of insurance to the Co-op office at least once a year by May 1.

It is the member's responsibility to provide the Co-op staff with either a copy of the current insurance policy, or provide the policy number, insurance provider and the expiry date.

Giving the Co-op proof of insurance does not transfer the member's responsibility to the Co-op.

(b) Co-op not liable

The Co-op will not have to compensate a member or anyone in the member's household for any loss that would be covered by a normal Co-op member's insurance policy. This applies no matter how the loss is caused. In addition to the Co-op itself, none of the Co-op staff or contractors, or any other member, will have to compensate for the loss.

5.6 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) A passenger vehicle is a motor vehicle that is designed or adapted primarily to carry people on highways and streets. It seats a driver and no more than eight passengers. Most cars, station wagons, vans, SUVs, and pick-up trucks are passenger vehicles.
- (c) Parking spaces are for passenger vehicles only. No other vehicles, including All-Terrain Vehicles (ATVs), utility task vehicles (UTVs), Recreational Off-highway Vehicles (ROVs), or trailers, will be permitted parking space.
- (d) Abandoned or illegally parked vehicles may be ticketed, or 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.
- (f) Vehicles must not be parked anywhere other than paved parking surfaces. Exceptions are bicycles and mobility devices.

5.7 PETS

The ownership of a household pet is a privilege. Pet owners must comply with the terms and conditions of the Pet By-Law.

5.8 GARBAGE AND LARGE ITEM DISPOSAL

Members must dispose of all household garbage in approved containers, and set their garbage out for collection at the approved time each week. See Attachment D for detailed instructions regarding household garbage and large item disposal.

Members who put their Waste Carts before 5 p.m. the night before pickup will receive up to 3 warning letters before charges are applied as outlined in Attachment B.

Members who do not remove their Waste Carts by midnight (11:59 p.m.) on pickup day will receive up to 3 warning letters before charges are applied as outlined in Attachment B.

ARTICLE 6: USE OF UNITS

6.1 RESIDENCES

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

6.2 PRINCIPAL RESIDENCE

Each member must use the member's Co-op unit as the member's principal residence and personally occupy it. A member can be temporarily absent from the unit as stated in section 6.3, but the unit must remain the member's principal residence during the absence.

6.3 ABSENCE FROM PRINCIPAL RESIDENCE

(a) Applies whether or not there is a sub-occupant

This section is about when a member will be away from the member's unit. It applies whether or not the member has a sub-occupant. Requirements for sub-occupants are in section 8.7 (Sub-Occupancy). They are in addition to the requirements of this section.

(b) Housing charge subsidy (RGI)

This section applies to all members, but special rules apply to members who receive a housing charge subsidy. See Attachment C for more information.

(c) More than a year

Members may not be absent from their units for a total of more than one year in any five-year period without the Board of Directors' advance written approval. The Board can choose the five-year period.

Members will be considered absent from their units even if they visit them for short periods. This paragraph applies whether or not other members of the household continue to occupy the unit.

(d) Notice of absence for less than a year

If a Co-op member is going to be absent from their unit for more than one month, the member has to give advance written notice to the Co-op.

If all Co-op members in the household are going to be absent from the unit for more than three months, the advance written notice has to explain the reason for the absence.

(e) Meet with Board

The Board of Directors may request a member who is going to be absent as referred to in paragraph (d) to meet with the Board or someone designated by the Board to give a

detailed explanation. This is so the Board can be sure Co-op by-laws are not being broken.

6.4 RELATED USES

(a) Related uses permitted

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

- the use is permitted by government requirements, including zoning by-laws;
- the use does not create disturbance beyond what is appropriate in a residential community like the Co-op, such as too much noise or too many visitors;
- the use does not involve excessive demands on Co-op utilities and services, such as electricity and water;
- Co-op by-laws are obeyed.

(b) No rooming or boarding houses

Permitted uses do not include using a unit as a rooming house, boarding house, or providing food or lodging for others or anything similar. Those uses are prohibited.

(c) No rentals

Permitted uses do not include long-term or short-term rentals of a unit or part of a unit.

Those uses are prohibited except for long-term guests and sub-occupants permitted under Article 8 (Members’ Household and Guests).

Co-op units may not be listed on AirBnB or registered with Internet rental services. Co-op units may not be advertised in any other way without advance written approval from the Board of Directors.

(d) Parking spaces

Rental of parking spaces is prohibited unless the parking space is physically attached to a single unit and the rental rate is approved in advance by the Board of Directors.

A parking space cannot be rented to someone who is not a member of the Co-op without the Board’s advance written approval. Section 8.4 (Long-term Guests) will apply.

(e) Liability

The member will be responsible for any claims against the Co-op, Co-op staff, contractors, and other members and occupants that are connected to any related use by the member.

(f) Insurance

A member must have all insurance that is reasonable for a related use, including any insurance that is needed to meet government requirements.

The member must give the Co-op a current copy of the insurance policy and any changes by May 1 each year. The member will follow any directions by the Co-op about the insurance so that it will protect the Co-op in addition to the member.

Giving the Co-op the insurance policy or following the Co-op's directions does not transfer the member's responsibility to the Co-op.

6.5 NO TRANSFER OF MEMBERSHIP OR OCCUPANCY RIGHTS

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

6.6 NO PROFIT FROM UNIT

(a) When leaving Co-op

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

(b) Sub-occupancy or sharing

Members must not profit, directly or indirectly, when they allow others to use their unit.

This includes sub-occupancy. "Profit" means any amount that is greater than the housing charges payable by the member divided by the number of days in the month.

In case of sharing with a long-term guest, the applicable monthly housing charges are a reasonable part of the total housing charges payable by the member.

(c) Profits go to Co-op

Members must pay any profit referred to in this section to the Co-op as additional housing charges.

(d) Examples

Key money is an example of a profit. So are payments that are higher than the housing charges payable by a member for a unit.

6.7 CO-OP INSURANCE

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

ARTICLE 7: BEHAVIOR

7.1 PROHIBITED CONDUCT

- (a) The Co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighborhood community.

- (b) Co-op members must not harass, obstruct, coerce, threaten, or interfere with any other member of these communities.
- (c) Co-op members must not make or allow any noise, nuisance or other act that unreasonably disturbs any other member of these communities.
- (d) Co-op members must not commit any illegal act in their units or on Co-op property.

7.2 ACTS OF OTHERS

- (a) Co-op members are responsible for any act or failure to act by:
 - any person living in their household, and
 - anyone permitted on Co-op property by the Co-op member or another person living in their household.
- (b) Members must make sure that none of those persons does anything that would break this Article or other parts of the Co-op by-laws.
- (c) Co-op members may have their membership rights terminated and be evicted because of acts or failures to act by those persons, under the *Residential Tenancies Act, 2006*, and will have to pay for any damage caused by them.

7.3 HUMAN RIGHTS

- (a) Co-op members must respect the human rights of other members of the communities described in 7.1.
- (b) Co-op members must obey the Ontario *Human Rights Code, 1990* and not do anything that would discriminate against or harass any other member of these communities in a way that would breach the *Human Rights Code, 1990*, or the Human Rights By-law.
- (c) Co-op members must strive for an environment at the Co-op that is fair, inclusive, and respectful of people's dignity.

7.4 VIOLENCE

Co-op members must not commit violence against any other member of the communities described in section 7.1.

(a) Definition

- Violence can be physical, verbal, psychological, sexual, financial, spiritual, harassment, stalking, and/or cyber-violence.
- Violence includes threats of violence.
- Child abuse, including witnessing violence, is a form of violence.

(b) Not tolerated

The Co-op does not tolerate violence. It will try to assist victims of violence who live at the Co-op.

(c) Consequences

- Members who engage in violence may be evicted.
- Non-members who engage in violence may be removed from the Co-op.
- Victims and witnesses of violence are strongly encouraged to report all incidents to the police.

7.5 DOMESTIC VIOLENCE

(a) Definition

Domestic violence is a pattern of behavior used by one person to gain power and control over another person with whom they have or previously had an intimate relationship.

Domestic violence at the Co-op is violence against another person who lives in the same unit. The victim or the person who committed domestic violence could be:

- a member;
- a long-term guest;
- a casual guest;
- someone who lives at the Co-op or is staying at the Co-op even if not permitted under this By-law;
- an adult or a child.

7.6 PROTECTING OUR CHILDREN

If a child who lives at the Co-op with a parent or other person experiences child abuse, or witnesses violence including domestic violence, the parent or other person can also take any of the actions of a victim stated in this section. References to the victim in this section include that person, in addition to the child.

Everyone in Ontario, including members of the public and professionals who work closely with children, is **required** by law to report suspected child abuse or neglect, including exposure to domestic violence, to Family & Children's Services of Guelph and Wellington County and/or the police.

7.7 RIGHTS OF VICTIMS

Victims of violence who live at the Co-op can:

- ask the Board of Directors to evict any member who commits violence;
- ask the Board to remove any non-member who commits violence from the Co-op;
- ask the Board to issue a No Trespass Notice against any non-member who has committed violence against the victim. It does not matter if the violence was at the Co-op or somewhere else or whether it was before the victim moved into the Co-op;

- if the victim is a member, they can request an emergency housing charge subsidy, subject to any applicable government requirements;
- get information from the Co-op on supports available in the community.

Victims of violence are strongly encouraged to report the incident to the police, to best ensure their own safety.

7.8 RIGHT TO LEAVE THE CO-OP

- (a) If the victim is a member, the victim can give notice of termination of membership and occupancy rights. The notice must state a specific date at least 28 days after the notice is given to the Co-op. It does not have to be the last day of a month.
- (b) If the victim was the only member, the victim will vacate the unit by the termination date and the Co-op can take possession.
- (c) If the victim is not the only member, the victim will stop being responsible to the Co-op for the housing charges and other obligations relating to the unit on that date.
- (d) If the victim is not a member, the victim can terminate any obligations to the Co-op on 28 days written notice.

7.9 BOARD RESPONSE

(a) Action

- The Board of Directors can issue a Notice to Appear and evict any member who has committed violence.
- If a non-member engages in violence, the Board can take any steps it considers appropriate to remove the non-member from Co-op property. The Board can issue a No Trespass Notice against any non-member forbidding that person to enter Co-op property.
- The Board can issue a No Trespass Notice against any member or non-member forbidding that person to go to the victim's unit or parts of the Co-op property near the victim's unit or used by the victim.
- In all cases it does not matter whether the violence happened at the Co-op or somewhere else.

(b) Action without complaint

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

(c) Procedures

When the Board of Directors decides to evict a member, the Board must follow the procedures stated in Article 12 (Dealing with Problems) and Article 13 (Eviction Procedures).

When the Board decides to remove any approved long-term guest from the Co-op, it must follow the procedures stated in section 8.4(d) (Canceling long-term guest status).

In making these decisions or a decision about issuing a No Trespass Notice, the Board can accept any of the following as proof that violence occurred:

- a restraining order or peace bond is in effect at the time of the decision;
- terms of bail allowing no contact are in effect at the time of the decision;
- the offending person has been convicted of an offence against the victim;
- a written or oral statement from the victim or witness(es), without details, that the violence occurred.

(d) Applying for membership

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

A victim who is accepted for membership under this paragraph may be required to move under section 9.4 (Not Meeting Household Size) if that section applies. The victim will not receive the member's housing charge subsidy but might be able to apply under government requirements.

7.10 RETURN AFTER VIOLENCE

If a victim of violence is ready to let a previously violent person return, the victim can ask the Board of Directors in writing to reinstate that person's previous status.

The Board may reject an application or request from anyone that would permit that person to return to the Co-op if the victim does not consent, or if the Board thinks it would not be best for the Co-op.

Section 8.7 (Evicted Persons) applies if that person is on Co-op property without the Board's advance written approval.

Section 8.5 (Casual Guests) does not apply.

7.11 EXPLANATIONS

Violence and harassment can be based on prohibited grounds under the Ontario *Human Rights Code* or on other grounds. Violence, harassment, and other prohibited conduct can take place on Co-op property or in other places, including on social media.

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

7.12 CALLING POLICE AND OTHER AUTHORITIES

Co-op staff are authorized to contact the police and other authorities in case of violence or illegal acts. Co-op staff will encourage the victim to do so as well.

Everyone in Ontario, including members of the public and professionals who work closely with children, is **required** by law to report suspected child abuse or neglect to Family & Children's Services of Guelph and Wellington County and/or the police.

7.13 CRITICISM OF BOARD AND STAFF

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.

Examples of ways of criticizing that are not reasonable or constructive include:

- making complaints or requests in a loud or threatening or pressing manner;
- refusing to leave the Co-op office or adjacent spaces when asked by staff;
- making any kind of threat or taking any threatening action against Directors or staff;
- making personal statements about staff or Directors;
- making repeated complaints about things that are the same or similar;
- sending repeated emails or voicemails about things that are the same or similar;
- putting complaints on social media or in other public places;
- sending complaints to persons outside the Co-op in order to embarrass the Board or staff.

7.14 NO TRESPASS NOTICES

(a) Prohibited conduct or violence

The Board of Directors can issue a No Trespass Notice to prevent or control prohibited conduct or violence.

The Board of Directors will ensure that the membership is informed about the No Trespass Notice through all available means.

(b) Limits

- A No Trespass Notice to a member, someone in a member's household or a Board-approved sub-occupant can forbid that person from being on parts of the Co-op property other than the member's unit and the access to the unit.
- A No Trespass Notice to anyone else can forbid that person from being on Co-op property.
- Any member who permits a person subject to a No Trespass Notice on the Co-op's property will be considered in default under this By-law.

(c) Right to review

- A member can ask the Board of Directors to reconsider a No Trespass Notice that affects the member or the member's household, sub-occupants or any guests. The request to reconsider has to be delivered to the Co-op office within five days after

delivery or posting of the No Trespass Notice. The request must be signed by all Co-op members in the household.

- The member will be given at least ten days written notice of a Board meeting for reconsideration. The member can be present and make submissions with or without a representative. The Board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the Board decides to suspend it.

(d) **Additional reviews after one year**

- A member can ask the Board of Directors to reconsider a No Trespass Notice one year after it was issued, or one year after the last requested review—whichever was later.
- The request to reconsider must be signed by all Co-op members in the household. The member will be given at least ten days written notice of a Board meeting for reconsideration. The member can be present and make submissions with or without a representative.
- The Board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the Board decides to suspend it.

(e) **Enforcing No Trespass Notice**

- The Board of Directors or Co-op staff can take any appropriate action to enforce a No Trespass Notice.
- Such actions may include arresting without warrant any individual who violates the No Trespass Order, and turning them over to the police. *Trespass to Property Act, R.S.O. 1990, c. T.21*
- A member cannot invite or permit someone to be in the member's unit or on any part of Co-op property if it would be a breach of a No Trespass Notice. Any member who does will be subject to the penalties outlined in this Article.

7.15 CONFLICT BETWEEN MEMBERS

- (a) It is up to the members to attempt to resolve conflicts with other members arising from circumstances other than those already addressed in this Article.
- The first question for the member with the issue to ask themselves is “How important is it?”. If it is an interpersonal conflict, bruised feelings, or a lifestyle or cultural difference, think about your own biases and expectations. Are you responding to the situation in a mature and reasonable way?
 - **The member with the issue must communicate directly, calmly, and reasonably with the other person(s) involved. No other action will be taken unless this has happened.**

- Try to resolve the problem by identifying the issue, how it is impacting you, and what you would like to have happen.
 - Timing is important: do not try to work things out when you are angry or upset.
 - Gossip is damaging and says far more about the speaker than the subject of the gossip. Don't spread it, and don't listen to it.
 - Listen to one another and try to work out a solution that you both can accept. Be prepared to accept that neither side may "win", but there can be common ground.
- (b) The Board of Directors or the Coordinator may acquire mediation services, when requested, to resolve these conflicts when all other attempts have failed. Requests must be in writing and shall include:
- name of the person making the request;
 - the date of the events giving rise to the request
 - a brief description of the matter causing the grievance;
 - steps taken to address the grievance; and
 - what you would like to have happen.

ARTICLE 8: MEMBERS' HOUSEHOLDS AND GUESTS

8.1 BASIC REQUIREMENTS

(a) Who is part of a household

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

- a member;
- any other members living in the unit ;
- children of the member, who are under sixteen and live in the unit;
- long-term guests approved by the Board of Directors under this Article.

Someone is considered a child of a member if they would be considered the member's child under the Ontario *Family Law Act 1990*.

(b) Guests and sub-occupants

A guest is someone staying in a member's unit at the same time as the member or someone in the household.

A sub-occupant is someone staying in a member's unit when all persons in the household are away.

(c) **Who is not part of a household**

Only persons mentioned in paragraph (a) are part of a member's household. Other persons can stay in a member's unit only as casual guests or sub-occupants, and only if permitted by this By-law.

Members must not allow anyone else to use their unit.

(d) **Non-member occupants**

Occupants of a unit who are not members of the household (casual guests or sub-occupants) have:

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

8.2 ADDITION OF A MEMBER

- (a) Someone can apply for membership in the Co-op as an addition to an existing household. The application must also be signed by all Co-op members in the household.
- (b) The Service Manager has regulations regarding who can be added to RGI households, as members or long-term guests, particularly if they are overhoused. Please refer to Attachment C for further information.
- (c) The applicant will become part of the household if accepted as a member by the Board of Directors (and the Service Manager, if applicable).
- (d) If the applicant is not accepted as a member, the applicant can apply for long-term guest status (Section 8.4).

8.3 TURNING SIXTEEN

- (a) Persons in a member's household who turn sixteen are encouraged to apply for membership in the Co-op within one month after their birthday. The application must also be signed by all Co-op members in the household.
- (b) If persons who turn sixteen do not apply for membership or are not accepted as members, they will be considered long-term guests and must sign a long-term guest agreement within one month after their birthday or the refusal of membership.

8.4 LONG-TERM GUESTS

(a) **Approval needed**

Members can make a written request, using Schedule B (Long-term Guest Application & Agreement) to the Board of Directors to approve someone as a long-term guest. The request must be signed by all Co-op members in the household.

The proposed guest must sign the Schedule B and consent to a credit check. The member and the proposed guest must provide any other information requested by the Co-op.

The Board of Directors (with approval from the Service Manager, for RGI households) will decide whether or not to approve a long-term guest.

(b) Length of time

The Board of Directors can approve a long-term guest for a fixed period, for a maximum period, or for an indefinite period. This must be stated in the Board's approval motion.

If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Canceling long-term guest status) does not apply.

(c) Long-term guest agreement

All members in the household and their long-term guests must sign and comply with a Schedule B (Long-term Guest Application & Agreement) of this By-law.

A responsible adult (parent or guardian) must sign the agreement for any long-term guests who are under age 16.

(d) Canceling long-term guest status

The Board of Directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen).

The Board must give at least ten days written notice to the members in the household and the guest of any meeting where it will be decided. The members in the household can be present and make submissions with or without a representative. The Board must give at least five days written notice of its decision to the members in the household and to the guest.

The Board's decision will be final and cannot be appealed to the membership. Only one notice of a meeting or a decision needs to be given for all members and others in a unit.

(e) Housing charge subsidy calculation (RGI)

Households receiving RGI subsidy must have Service Manager approval for the addition of long-term guests, or risk losing their subsidy.

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

For more information see Attachment C, and speak with the Financial Administrator.

8.5 CASUAL GUESTS

- (a) Members can have only a reasonable number of casual guests at any one time. All casual guests must be registered with the Co-op prior to arrival, using Schedule L.
- (b) Members must have the Board's permission to permit a casual guest to stay for more than fourteen (14) days for a single visit. Normally this permission would only be granted for up to thirty (30) days.
- (c) Permission will not be unreasonably withheld, however the Board may refuse or withdraw permission if:
 - Staff or tenants have complained about the casual guest's behaviour and those complaints have been found valid; or
 - An over-occupancy situation would result; or
 - The casual guest(s) have repeatedly visited the tenant household and cannot verify their own leased accommodation elsewhere satisfactory to the Board. (Note: this casual guest may also be considered an illegal occupant and may jeopardize the tenant's continued eligibility for a rent subsidy.)
- (d) Members may not request an internal review of this decision.
- (e) If permission is not granted, the casual guest(s) must leave at the end of the fourteen (14) days.
- (f) It is the responsibility of the member to ensure that their casual guest(s) leave at the end of the approved period.
- (g) Should the membership be terminated by either the tenant or the Co-op, the casual guest(s) must also move-out.
- (h) A casual guest may not stay at the Co-op for more than three months in any year. Persons will be considered as staying at the Co-op even if they are away from the Co-op for short periods.
- (i) If members wish someone to stay longer, they must ask the Board of Directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).

8.6 ILLEGAL OCCUPANTS

- (a) Any unauthorized persons living in a unit more than fourteen (14) consecutive days within a thirty (30) day period are considered to be illegal occupants.
- (b) When evidence of illegal occupancy is obtained by the Coop, staff will contact the member immediately and advise that:
 - Any unauthorized person(s) living in the unit must leave immediately; and
 - The membership is now in jeopardy.

- (c) Illegal occupants are not part of the recognized household.
- (d) Applications for geared-to-income housing received from persons identified as illegal occupants will not be processed by the Centralized Waiting List.

8.7 SUB-OCCUPANCY

(a) Housing charge subsidy

Section 8.7 applies to all members, but special rules also apply to members who receive housing charge subsidy and want to have a sub-occupant and be absent from the Co-op. See Attachment C for more detailed information.

Sub-occupants must pay the market housing charge and are not eligible for RGI subsidy.

(b) Temporary absence from Co-op

A member can ask the Board of Directors to approve someone to occupy their unit as a sub-occupant. All sub-occupants must be approved. All Co-op members in the household and all sub-occupants must sign and comply with a Sub-Occupancy Agreement (Schedule C) before the sub-occupancy begins. The terms and conditions of sub-occupancy at the Co-op are as stated in Schedule C.

(c) Sub-occupancy of one month or less

Board of Directors approval is not required for a sub-occupancy of one month or less, but a Sub-Occupancy Agreement (Schedule C) must still be signed and delivered to the Co-op office before the sub-occupancy starts.

(d) Maximum sub-occupancy

Normally a sub-occupancy cannot last more than three months. In unusual circumstances the Board of Directors can allow a longer term but not longer than twelve months.

8.8 EVICTED PERSONS

A member cannot permit someone to be a casual or long-term guest, or a sub-occupant, without advance written approval from the Board of Directors if

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

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

ARTICLE 9: HOUSEHOLD SIZE

9.1 PURPOSE OF HOUSEHOLD SIZE REQUIREMENTS

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

9.2 WHEN HOUSEHOLD SIZE RULES APPLY

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

(a) **New members**

A household cannot be allocated a unit and move into the Co-op unless the household meets the size requirements for that unit. The Board can request any necessary proof of household size.

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

A household cannot move to a different unit unless the household meets the size requirements for the new unit.

(c) **Splitting a household**

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

(d) **When a household changes in size**

Section 9.4 (Not Meeting Household Size) applies if a member of the household stops occupying a unit and the remaining members in the household do not meet the size requirements for the unit.

9.3 HOUSEHOLD SIZE

(a) **Minimum Household Size**

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

- two-bedroom: 2 people
- three-bedroom: 3 people.

(b) **Maximum Household Size**

The maximum number of persons for each of the Co-op's unit types is:

- two-bedroom: 5 people
- three-bedroom: 7 people.

9.4 NOT MEETING HOUSEHOLD SIZE

(a) When this section applies

This section applies when a household no longer meets the size requirements for the unit that the household occupies.

This could be because a household member gave the Co-op a written notice of withdrawal, stopped living in the Co-op as a principal residence, because an occupant died, or because an additional person joined the household.

(b) Requirement to move

The household must move to a unit that meets the size requirements, if the Co-op has one. If the Co-op does not have one, the remaining household must move to a unit that is closer to the size requirements, if the Co-op has one.

A household can only be required to move once for each time household size is reduced or increased.

(c) Offering unit

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

(d) Three offers

A market-charge household may refuse the first two units offered to it, but must move to the third unit. A member can be evicted for failing to move to the third unit offered by the Board of Directors.

RGI households are addressed in Section 9.6.

(e) Health issues

The Board of Directors can decide that someone in a market-charge unit does not have to move under this section for legitimate documented health reasons.

RGI households are addressed in Section 9.6.

9.5 REPORTING CHANGE IN HOUSEHOLD SIZE

If the number of persons in a member's household changes, the member must give written notice of the change to the Co-op office within ten days, including the names of the persons involved. This applies whether or not the persons who left or arrived are Co-op members.

9.6 SUBSIDIZED (RGI) HOUSEHOLDS

Subsidized households have to meet any household size standards and other rules in the Service Manager's directives. These are in addition to what is stated in this Article. See Attachment C for more information.

ARTICLE 10: WITHDRAWING FROM THE CO-OP

10.1 MEMBERSHIP AND OCCUPANCY ARE LINKED

Members cannot withdraw from membership without ending their occupancy rights. Members cannot end their occupancy rights without withdrawing from membership.

A notice to end occupancy is also a notice to withdraw from membership and a notice to withdraw from membership is also a notice to end occupancy rights.

10.2 ENDING MEMBERSHIP AND OCCUPANCY

This section applies when all members in a household wish to end membership and occupancy rights. The procedure is based on the requirements of the *Co-operative Corporations Act 1990*.

(a) Last day of a month

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

(b) 60 days' notice

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

(c) February and March

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

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

(d) **Not enough notice**

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

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

Members cannot withdraw a notice of termination without the written consent of the Board of Directors. The Board can refuse to allow members to withdraw a notice of termination. The Board's refusal will be final and cannot be appealed to the membership.

(f) **Vacating early**

If all persons in the household vacate the unit earlier than the termination date, the Co-op can take possession of the unit and the members and other persons in the household are not entitled to move back in. Membership and occupancy rights end on the day the Co-op takes possession.

The members will owe housing charges that become due until the original termination date.

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

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

10.3 PART OF HOUSEHOLD ENDS MEMBERSHIP AND OCCUPANCY

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

(a) **Notice procedure**

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

(b) **When procedure not followed**

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

(c) **Notice by remaining household**

The members who continue to occupy the unit must notify the Co-op in writing within ten days after one of the members stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

(d) **Housing charge subsidy (RGI)**

Government requirements state what happens when one person no longer occupies the unit. Unless those requirements state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy.

If section 7.4 (Violence) applies, the remaining members may be entitled to emergency housing charge subsidy, subject to any applicable government requirements.

(e) **Membership Priority**

In cases where the members are unable to agree on which member will leave, such as in a couple separating, and one of them requests assistance from the Board in making the decision, the following guidelines will apply:

- (i) If the members joined at different times, the member who joined the community first will have the option to stay. If they decide to leave, the other member can remain in their unit.
- (ii) If the members joined at the same time, the Board's decision will be based on:
 - court orders or other legal documents (if applicable);
 - child custody agreements (if applicable). Ideally, any children would be able to remain in the community and their schools etc.;
 - member participation history.

10.4 DEATH OF A MEMBER

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

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

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

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

The estate must remove all of the member's possessions by the end of that time. The estate and the Co-op can agree to an earlier date to end housing charges and to remove possessions.

If possessions are not removed by the time required under this paragraph, the Co-op can remove and dispose of them without liability to anyone.

(c) **If other members occupy the unit**

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

(d) **Approved long-term guests**

A long-term guest can apply for membership under this paragraph if

- the guest occupied the unit at the time of the member's death;

- the occupancy by the long-term guest was approved by the Board of Directors; and
- no other member occupied the unit at the time of the member's death.

A long-term guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 9.4 (Not Meeting Household Size) if that section applies.

The long-term guest will not receive the member's housing charge subsidy, but might be able to apply for their own subsidy under government regulations.

If a long-term guest does not apply for membership or the application is rejected, the Board can evict the long-term guest without using the procedures in Articles 11 to 15 relating to eviction.

10.5 VACANT OR ABANDONED UNIT

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

ARTICLE 11: ARREARS AND LATE PAYMENT

11.1 EVICTION FOR ARREARS OR PERSISTENT LATE PAYMENT

The Board of Directors can evict a member if the member owes housing charges to the Co-op or is persistently late in payment of housing charges.

11.2 NON-PAYMENT AND LATE PAYMENT

(a) Procedures

This section states procedures to ensure that member arrears are dealt with quickly and fairly. The Board of Directors can change these procedures if it decides that other procedures would be better.

A Notice to Appear for arrears can be issued without following the procedures in this section.

(b) Late payment letter

The Coordinator or Financial Administrator will send a late payment letter to each member who did not pay housing charges in full, or arrange an arrears payment agreement, on

or before the housing charge payment day. The letter will normally be sent the next business day after the payment due date.

Only one letter needs to be sent for all members and others in a unit.

(c) Notice to Appear

The Coordinator 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 on the seventh day after the housing charge payment day.

(d) Persistent late payment

Late payment includes:

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

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

The Coordinator will give a Notice to Appear to each member who is late paying for the third time in any year. If the member is in arrears, a single Notice to Appear can be given for both the arrears and the late payment.

(e) Advance notice of lateness

If for legitimate reasons of financial hardship, a member cannot pay housing charges by the housing charge payment day, the member must let the Coordinator or Financial Administrator know before the housing charge payment day.

The Coordinator or Financial Administrator will decide if the reasons are legitimate. In that case, an arrears payment agreement may be arranged by the Coordinator or Financial Administrator if permitted under section 11.6 (Arrears Payment Agreements) or a request for an arrears payment agreement may be submitted to the Board of Directors.

11.3 REPLACEMENT PAYMENT

(a) Failed Payment

A “failed payment” includes:

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

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

(b) Replacement payment required

A member must replace a failed payment within **two** business days of being notified by the Co-op (not counting weekends or public holidays). Only one notice needs to be given for all members and others in a unit.

A failed payment must be replaced by a certified cheque or money order.

(c) Notice to Appear

If the member does not replace the failed payment as required under paragraph (b), the Coordinator will give a Notice to Appear to the member.

(d) Future payments

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

11.4 LATE PAYMENT AND FAILED PAYMENT

(a) Late payment charges

A member that does not pay the full housing charges on the housing charge payment day in any month and has not arranged an arrears payment agreement will be charged a late payment charge as stated in Attachment B.

This amount may be increased by the members at a general meeting.

(b) Failed payment charges

A member will pay the amount charged to the Co-op by its bank or credit union for a returned cheque or other failed payment, plus an administration charge as stated in Attachment B. This is in addition to the late payment charge, if applicable.

The administration charge may be increased by the members at a general meeting.

(c) Charges are arrears

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

(d) Crediting payments

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

11.5 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 the government.

(b) **No director arrears**

A director must not owe any money to the Co-op other than future payments for a member deposit. A director must have a signed payment agreement for these payments.

(c) **Procedure for director arrears**

If a director is in arrears, the Coordinator or Financial Administrator will follow the steps in section 11.2 (Non-Payment and Late Payment). The Coordinator or Financial Administrator will also report to the Board of Directors on the director's arrears at the next Board meeting if the arrears are not paid in full by that time. If still in arrears, the director will automatically cease to be a member of the Board at the beginning of the meeting.

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

(d) **Arrears payment agreements**

Directors can sign arrears payment agreements like other members, but they will cease to be Directors when they sign an arrears payment agreement. This does not apply to member deposit payment agreements.

11.6 ARREARS PAYMENT AGREEMENTS

(a) **Before Notice to Appear**

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the Board of Directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).

(b) **Limits of Coordinator's authority**

The Coordinator or Financial Administrator 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 60 days in addition to the normal housing charges within that time.

(c) **Board approval needed**

Approval by the Board of Directors is required:

- for additional arrears payment agreements within a year;
- for an arrears payment agreement where full payment will not be made within 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 Coordinator or Financial Administrator 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 11.2(c) (Notice to Appear) applies, the Coordinator will issue a Notice to Appear in addition to submitting the request.

(e) **Limits**

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

(f) **Non-payment**

If a member does not make the payments stated in an arrears payment agreement, the Coordinator 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.

11.7 NOTICE TO APPEAR FOR ARREARS OR PERSISTENT LATE PAYMENT

(a) **Issuing Notice to Appear**

A Notice to Appear for Arrears or Persistent Late Payment (or both) must contain the information in Schedule D attached to this By-law. It must be given at least ten days before the Board of Directors' meeting where it will be considered.

(b) **Termination date**

The proposed termination date in the Notice to Appear will be ten days after the Board of Directors' meeting or later.

ARTICLE 12: DEALING WITH PROBLEMS

12.1 EVICTION

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

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

12.2 NOTICE TO APPEAR

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

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

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

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

(c) **Additional information**

When a Notice to Appear is given to a member, it should include copies of any written materials that the Board of Directors may consider at the meeting.

Examples would be a report from the Coordinator on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted if reprisals are a possibility or for other good reasons. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the Co-op and the member do not have to be included.

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

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

12.3 DECIDING TO GIVE A NOTICE TO APPEAR

(a) No prejudice

The Board of Directors can decide to issue a Notice to Appear. When making this decision, the Board must not prejudge the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

(b) Other by-laws may apply

When a complaint is received by the Board of Directors or staff, or when the Board or staff becomes aware of any problem, it may be dealt with under other by-laws.

The Board or the Coordinator can decide to issue a Notice to Appear instead of following the procedures in other by-laws that could be applicable.

12.4 CO-OP LIMITS

(a) Factors to consider

There may be problematic situations where the Co-op should not take action even if there has been a breach of this By-law or other Co-op by-laws. The Board of Directors has to consider things like:

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

(b) No Co-op liability

The Co-op has no liability to anyone for prohibited conduct or other misbehavior by a member or anyone else, even if the prohibited conduct or misbehavior is a breach of this By-law or other Co-op by-laws.

The Co-op has no obligation to issue a Notice to Appear or a No Trespass Notice in any specific case or to take any steps towards eviction. An exception is that the Co-op could have liability if the person is acting officially on behalf of the Co-op.

ARTICLE 13: EVICTION PROCEDURES

13.1 BOARD MEETING ON NOTICE TO APPEAR

(a) Member and representative can attend meeting

When a Notice to Appear has been given, the member can appear at the Board of Directors meeting and can have a lawyer or other representative. The member and a

representative can speak at the meeting. They can also deliver written statements at the meeting or before the meeting. They can take notes but cannot record the meeting, whether by tape or any other device.

The Board sets the procedure for the meeting. The Board can limit the number of people brought by the member.

(b) Continuing meeting

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

(c) Making decision

The Board of Directors makes an eviction decision by passing a resolution to evict a member. A quorum of the Board must be present and there must be a majority vote. The Board decision should state the grounds of eviction on which the decision is based and the termination date. The Board can make its decision using Schedule 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 of Directors meeting. Schedule H or Schedule I attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

ARTICLE 14: ALTERNATIVES TO EVICTION

14.1 ALTERNATIVES

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

- mediation, which could be paid for by the Co-op
- limiting access by a member or another person to the Co-op staff or office or other parts of Co-op property or requiring different ways of access

- limiting or prohibiting access by non-residents to Co-op property
- limiting contact between certain households or household members
- sending a warning letter
- signing an arrears payment agreement
- signing a performance agreement
- having a conditional eviction decision.

14.2 CONDITIONAL EVICTION DECISIONS

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

14.3 PERFORMANCE AGREEMENTS

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

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

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

14.4 INFORMATION TO OTHERS

(a) **Limited information**

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

(b) **What can be disclosed**

A performance agreement can state what information can be given to other people. If it does not state this, the Board of Directors can decide to disclose that there is a performance agreement but not personal information that led to the agreement. The Board may be able to disclose some of the details of the agreement that do not involve sensitive information.

(c) **Example**

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

14.5 NON-PERFORMANCE BY MEMBER

(a) If member breaks conditions in eviction decision

If a member does not perform the conditions stated in a conditional eviction decision, the Co-op can go ahead with the eviction.

The Board of Directors can decide to go ahead or the Coordinator can be authorized to do so. The decision will be final and cannot be appealed to the membership.

The member will be given at least ten days' notice of the decision. The notice must state the termination date and details of the breach of the conditions. The member's membership and occupancy rights end at the end of the notice period.

(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.

14.6 AUTHORIZATION OF PERFORMANCE AGREEMENTS

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

ARTICLE 15: APPEALS TO MEMBERSHIP

15.1 WHEN A MEMBER CAN APPEAL

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

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

15.2 HOW TO APPEAL

(a) Notice of appeal

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

(b) Member's statement

A member who appeals can include a written statement with the notice of appeal. The Board of Directors will give a copy of the statement to each member with the notice of meeting or separately before the meeting. This paragraph is limited by the *Co-operative Corporations Act, 1990*.

(c) Board statement

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

(d) Date of members' meeting

The members' meeting to decide on the appeal must be at least fourteen days after the notice of appeal is received.

The Board of Directors can call a special meeting to decide on the appeal or put the appeal on the agenda for another members' meeting.

15.3 APPEAL INFORMATION

(a) Limited information on agenda

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

(b) Information package

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

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

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

(c) Personal information about others in information package

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

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

Members may come to the Co-op office during ordinary office hours after delivery of the agenda and before the members' meeting and read the information package.

The information package will be available to all members at the meeting. Copies may not be made except by the Co-op and the member who appealed.

(e) **Request to distribute information**

The information package will not be distributed in advance of the meeting unless the member who appealed requests it before delivery of notice of the meeting. In that case the Notice to Appear and eviction decision will be distributed, but the Board of Directors 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 of Directors or staff can disclose other relevant information, including personal information about the member.

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

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

15.4 PROCEDURE AT MEMBERS' APPEAL MEETING

(a) **Chair**

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

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

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

(c) **No taping**

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

(d) **Secret ballot**

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

(e) **Quorum**

The quorum at the meeting will be the normal quorum as stated in the Organizational By-law.

If the quorum is not present thirty minutes after the meeting is scheduled to start, or a quorum is not present at the time of the vote, the Board of Directors' decision is confirmed. The meeting cannot be continued on a later date.

(f) **Membership decision**

The members' meeting can confirm the Board of Directors' eviction decision, or replace it with any other decision which the Board could have made. This includes changing any terms and conditions for a performance agreement or a conditional eviction.

A simple majority vote is needed. The Board decision is confirmed if the meeting does not pass a motion to change the Board decision.

(g) **Effective date of decision**

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

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

ARTICLE 16: LEGAL ACTION

16.1 ENFORCING EVICTION DECISIONS

Unless the Board of Directors decides something else, the Co-op Coordinator is authorized to start legal action as a result of decisions under previous sections.

The Board can limit the Coordinator's authority, either generally or in specific cases. The Board can designate a director or someone else to work with the Coordinator.

The Board can choose another person instead of the Coordinator, either generally or in specific cases.

Unless the Board decides something else, the Coordinator or the other person is authorized to:

- 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, and
- refer any matter back to the Board if necessary.

16.2 MEMBERSHIP RIGHTS ON EVICTION

(a) **When membership ends**

Membership ends on the termination date in an eviction decision, or in case of a conditional eviction or performance agreement, at the end of the notice period for a notice under section 14.5 (Non-Performance by Member).

This applies 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 or was an officer, the position is automatically vacated on the day that membership ends.

(b) **When membership restored**

The *Co-operative Corporations Act, 1990* and the *Residential Tenancies Act, 2006* state when someone's membership and occupancy rights are considered not to be terminated. This could be because the member paid arrears by a certain time or for other reasons. When this happens, the occupant's membership is restored. The occupant can attend meetings of the Co-op as a member, vote or run for the Board of Directors.

If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They would have to be re-elected to the Board or appointed to fill a vacancy.

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

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

(d) **When new Notice to Appear not needed**

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

- repeat breaches within six months referred to in subsection 94.2(2) of the *Residential Tenancies Act, 2006* (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, 2006* (Deemed termination of membership and occupancy rights).

The Board of Directors can decide to go ahead with the eviction or the Coordinator can be authorized to do so. The member will be given notice as required under the *Residential Tenancies Act, 2006*.

16.3 INTEREST

Members owe interest on all arrears and other amounts owing to the Co-op at the rate stated in Attachment B.

The Co-op may include this interest when bringing legal action against a member or former member but will not normally claim interest at other times.

16.4 RIGHTS NOT CANCELED

The only way the Co-op can cancel or waive any rights is under an arrears payment agreement or other performance agreement or settlement agreement authorized under this By-law and signed by the Co-op.

The Co-op does not waive any Notice to Appear, eviction decision or other rights by:

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

16.5 Co-op COSTS

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

ARTICLE 17: MISCELLANEOUS

17.1 PERSONAL INFORMATION TO MEMBERSHIP

(a) When members raise things about themselves

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

(b) When members raise things about someone else

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

If that person does not give approval, the appeal or discussion is out of order.

(c) Appeal information

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

17.2 LEGAL ACTIONS AGAINST CO-OP

- (a) If anyone 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.
- (b) This applies whether the lawsuit or legal action is started by a Co-op member or anyone else. The report can include relevant detail, including personal information of the person who started the action, if relevant.
- (c) The Board does not have to report the matter to the members if it does not believe it would be in the best interests of the Co-op to do so. The Board would normally get legal advice about any disclosure or decision not to disclose.

17.3 EXTERNAL COMPLAINTS

- (a) 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. This includes complaints in writing, by email, orally or on social media.

- (b) In responding the Board can disclose relevant personal information about the member and the member's household. Examples include complaints sent to bodies like the Agency for Co-operative Housing, Canada Mortgage and Housing Corporation, a Service Manager, a government official, a newspaper, the Co-operative Housing Federation of Canada or a local Co-op housing federation.

17.4 CO-OP EMPLOYEES

(a) **Not members**

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

(b) **Exceptions**

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

- who are temporarily employed by the Co-op if the total employment for all members of the household is not more than two weeks in a year
- who are on-call committee members if the total on-call payment for all members of the household is for not more than one day a week of on-call on average, or
- who are employed by a property management company or another contractor of the Co-op if the total employment at the Co-op for all members of the household is not more than two days a week on average.

(c) **Serving on Board of Directors**

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

(d) **Live-in staff**

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

17.5 NON-MEMBER UNITS

This By-law applies only to member units. The Co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Leases, agreements or government requirements govern the Co-op's relations with them.

17.6 NON-MEMBERS IN A MEMBER UNIT

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

17.7 PROOF

(a) When required

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

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

(b) Member response

If asked, members must give complete proof and details about the things stated in paragraph (a). This request can include originals or copies of any documents and sworn statements from everyone involved.

Failure to provide proof under this section is a breach of this By-law. If a member fails to provide proof, the Co-op can conclude that this is evidence that the member is not complying with government requirements, this By-law or other Co-op by-laws, as applicable.

17.8 SERVING LEGAL DOCUMENTS

(a) Ways to serve documents

Legal documents must be served by a trusted person over age 18.

Notices and other legal documents, including those 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 mailbox where mail is ordinarily delivered to the member;
- sliding it under the door of the member unit or through a mail slot in the door ;
- mailing it to the last known address where the member lives or works.

(b) **More than one member**

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

(c) **When mailed**

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

(d) **Electronic mail**

Notices and documents under Article 3 (Members' Contributions) and Article 4 (Setting Housing Charges) can be given by electronic mail to members who have signed a form (Appendix E) consenting to notices by electronic mail.

Notices and documents sent by email are considered delivered at the time of sending.

Members can change their email address by notice to the Co-op. Members can also cancel their consent to receive email notices. A separate consent form does not have to be signed if the members have signed a consent form under the Organizational By-law.

(e) **Single notice**

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

17.9 SIGNING SCHEDULES FOR CO-OP

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

17.10 MINOR ERRORS, OMISSIONS OR IRREGULARITIES

A minor error, omission or irregularity will not affect any decision made by the Board of Directors and/or members as stated in the *Co-operative Corporations Act, 1990*.

ARTICLE 18: STARTING DATE

18.1 STARTING DATE FOR THIS BY-LAW

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

Cole Road Co-operative Community Inc.

SCHEDULE A: OCCUPANCY AGREEMENT

Names of members: _____

Unit address: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

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 of Directors and Co-op members.
3. Under the *Co-operative Corporations Act, 1990* 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 required to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the Co-op's by-laws and this Agreement, the Co-op's by-laws have priority.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the Co-op's by-laws, either on the Co-op website, by email, or in print if you cannot access them electronically. You are entitled to ask any questions and to have them answered.

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

- Proof of Insurance has been provided.
- Gas billing has been transferred.
- Hydro billing has been transferred.
- Water Heater rental has been transferred.

Cole Road Co-operative Community Inc.

Schedule A: Occupancy Agreement

Signatures:

For Cole Road Co-operative Community Inc.

Date: _____ By: _____

Print name: _____

Title: _____

Date: _____

Name of member:

Date: _____

Name of member:

Date: _____

Name of member:

Date: _____

Name of member:

Cole Road Co-operative Community Inc.

APPENDIX A: MEMBER CHARGES

Unit address: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

Date of the charges in this form: _____

Full monthly housing charges \$ _____

LESS housing charge subsidy (if any) \$ _____

Subtotal of monthly housing charges \$ _____

PLUS sector support charge \$ _____

Your total monthly housing charge is: \$ _____

Your member deposit is: \$ _____ Paid: _____

Membership fees paid: \$ 40 per member = \$ _____ Paid: _____

Note: The figures stated in this Appendix may change as stated in the Co-op by-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges as permitted under the Co-op by-laws and government requirements.

Signatures:

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of non-member occupant: _____

Cole Road Co-operative Community Inc.

Appendix A: Member Charges

Date: _____

Name of non-member occupant:

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

Cole Road Co-operative Community Inc.

APPENDIX B: HOUSEHOLD MEMBERS

Unit address: 125 Cole Rd., Unit _____

Guelph, Ontario N1G 4S8

Date of this form: _____

List the names of each member in the unit.

Birth Date (dd/mm/yyyy).

_____	_____
_____	_____
_____	_____
_____	_____

List the names of each non-member 16 years old or older in the unit, and their Birth Date.

_____	_____
_____	_____
_____	_____

List the names of each non-member less than 16 years old in the unit, and their Birth Date.

_____	_____
_____	_____
_____	_____
_____	_____

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

Cole Road Co-operative Community Inc.

Appendix B: Household Members

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

If I receive a housing charge subsidy, this includes anyone whose income has to be considered in setting the amount of housing charge subsidy.

Signatures:

Date: _____ By: _____

Name of member:

Date: _____ By: _____

Name of member:

Date: _____ By: _____

Name of member:

Date: _____ By: _____

Name of member:

Date: _____ By: _____

Name of non-member occupant:

Date: _____ By: _____

Name of non-member occupant:

Date: _____ By: _____

Name of non-member occupant:

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

Cole Road Co-operative Community Inc.

Appendix C: Housing Charge Subsidy Terms

Names of members: _____

Unit address: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

Names of any non-member occupants 16 years old or older:

Basic rules:

1. This document is an agreement between the Co-op and each member and between the Co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the Co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the Co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and Co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households who receive a housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The Co-op can give people information and answer questions about these rules and obligations.
5. The Co-op members decide on the housing charges as stated in the Occupancy By-law. The Co-op will reduce the household’s housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements.

Cole Road Co-operative Community Inc.

Appendix C: Housing Charge Subsidy Terms

Giving information:

6. Each of the members of the household must truthfully and completely give the Co-op all information that is relevant to housing charge subsidy and must ensure that that information is accurate and complete at all times.
7. Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.
8. **The household must report the following changes to the Co-op within ten days after they happen:**
 - any change in any relevant document previously provided
 - any change in income
 - any change in assets
 - any change in the source of income for any member of the household
 - any change in household composition
 - any change in immigration status if that is a government requirement.
9. The Co-op will investigate the household's financial situation when it decides on the amount of housing charge subsidy and may do so at other times.
 - All members of the household must give the Co-op any information it requests for this investigation. This includes household income, household composition and any other relevant information.
 - Each member of the household is responsible to make sure that all persons in the household also give all requested information to the Co-op.
 - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Ending subsidy:

10. Housing charge subsidy ends when all members of the household have not occupied a unit in the Co-op for more than 60 consecutive days, or 90 consecutive days in the preceding 12-month period. This period of time will be changed to meet any applicable government requirements or exceptions. This applies whether or not the absence is permitted under Co-op by-laws.
11. Housing charge subsidy can be ended if any member of the household does not give any information or proof that the Co-op asks for.

Cole Road Co-operative Community Inc.

Appendix C: Housing Charge Subsidy Terms

12. Housing charge subsidy ends if a member or anyone in the household breaks any term of the government requirements, or this Appendix or any other rules that apply.
13. Households that are overhoused must follow the applicable rules in the Co-op by-laws and government requirements. Overhousing will be determined according to occupancy standards under Co-op by-laws or government requirements.
14. If the household ever receives more subsidy than it should have because of a breach of Co-op by-laws or government requirements or this Appendix or for other reasons, each household member must pay back the excess.

Each of the undersigned agrees that the Co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member's household must sign a separate authorization for a credit check if requested by the Co-op.

Each of the undersigned agrees that personal information that the Co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: _____ By: _____

Name of member: _____

Date: _____ By: _____

Name of member: _____

Date: _____ By: _____

Name of member: _____

Date: _____ By: _____

Name of non-member occupant: _____

Date: _____ By: _____

Name of non-member occupant: _____

Cole Road Co-operative Community Inc.

Appendix D: Special Needs Unit Terms

Names of members: _____

Unit address: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

Names of any non-member occupants 16 years old or older:

Basic rules:

1. This document is an agreement between the Co-op and each member and between the Co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the Co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the Co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that occupy a special needs unit. It does not state all of them. Government requirements and Co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households that occupy a special needs unit are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The Co-op can give people information and answer questions about these rules and obligations.
5. 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 under its by-laws.

Updating information:

6. Each of the members of the household must truthfully and completely give the Co-op all

Cole Road Co-operative Community Inc.

Appendix D: Special Needs Unit Terms

information that is relevant to occupying a special needs unit and must ensure that that information is accurate and complete at all times.

7. Periodically the household will have to update the record of all persons in the household. The household will have to give proof of continuing eligibility for special needs housing.
8. The household must report the following changes to the Co-op within ten days after they happen:
 - any change in any relevant document previously provided
 - any change in household composition
 - any change that would affect continuing eligibility for special needs housing.
9. All members of the household must give any information that the Co-op requests for any investigation of continuing eligibility for special needs housing.
10. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the Co-op.
11. If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Losing eligibility:

12. Households can lose their eligibility for special needs housing if they break any of the rules that apply – whether or not the rules are stated in this document.
13. Households can also lose their eligibility for special needs housing without breaking any rules. This can happen when the household lives in a special needs-modified unit and no longer has any members that require accessibility modifications.
14. Each of the undersigned agree that the Co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member's household must sign a separate authorization for a credit check if requested by the Co-op.

Each of the undersigned agrees that personal information that the Co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Cole Road Co-operative Community Inc.

Appendix D: Special Needs Unit Terms

Signatures:

Date: _____ By: _____

Name of member: _____

Date: _____ By: _____

Name of member: _____

Date: _____ By: _____

Name of member: _____

Date: _____ By: _____

Name of non-member occupant: _____

Date: _____ By: _____

Name of non-member occupant: _____

Cole Road Co-operative Community Inc.

APPENDIX E: ELECTRONIC COMMUNICATION AGREEMENT

Date: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

Member Name: _____

I consent to the use of my email address to receive all correspondence from the Co-op:

- NO
 YES: Email Address _____

Signature: _____

Member Name: _____

I consent to the use of my email address to receive all correspondence from the Co-op:

- NO
 YES: Email Address _____

Signature: _____

Member Name: _____

I consent to the use of my email address to receive all correspondence from the Co-op:

- NO
 YES: Email Address _____

Signature: _____

Cole Road Co-operative Community Inc.

SCHEDULE B: LONG-TERM GUEST APPLICATION & AGREEMENT

All members and their long-term guests must sign.

Names of members: _____

Names of long-term guests:	Birth Date (dd/mm/yyyy):
_____	_____
_____	_____
_____	_____
_____	_____

Unit address: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

Start Date: _____

Latest End Date: _____

Terms of agreement:

1. The Co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the Latest End Date, the long-term guest agrees to leave the member's unit on or before the Latest End Date. The long-term guest must have written permission from the Co-op and the member to stay longer.
2. The member is still responsible to the Co-op for all housing charges and all the member's obligations to the Co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any Co-op by-laws.
4. The long-term guest acknowledges that the Co-op only allows members and their households to occupy Co-op units. The long-term guest acknowledges that being a

Cole Road Co-operative Community Inc.

Schedule B: Long-term Guest Application & Agreement

long-term guest does not give him or her a right to the unit or any other unit or position on the Co-op's internal or external waiting lists.

5. The long-term guest acknowledges that the Co-op can cancel long-term guest status or change the terms of long-term guest status at any time (even if before the Latest End Date). The long-term guest agrees to leave the member's unit if the member or the Co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.
7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act, 1990* and that the long-term guest is not a tenant under the *Residential Tenancies Act, 2006*.
8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges as defined in the Co-op by-laws. Any other payment is against the law.
9. The member and the long-term guest agree to fully and truthfully disclose to the Co-op all financial arrangements between them to show that they are complying with paragraph 8 of this agreement.
10. The long-term guest agrees that the Co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Signatures:

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of member:

Cole Road Co-operative Community Inc.

Schedule B: Long-term Guest Application & Agreement

Date: _____ By: _____

Print name of long-term guest:

Date: _____ By: _____

Print name of long-term guest:

Date: _____ By: _____

Print name of long-term guest:

Date: _____ By: _____

Print name of long-term guest:

Board of Directors Decision: Approved: Denied:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Cole Road Co-operative Community Inc.

SCHEDULE C: SUB-OCCUPANCY AGREEMENT

All members and the sub-occupant must sign.

Names of members: _____

Names of sub-occupants:	Birth Date (dd/mm/yyyy):
_____	_____
_____	_____
_____	_____
_____	_____

Unit address: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

Start date: _____

End date: _____

Contact information for member: _____

Current monthly housing charges: \$ _____

Terms of agreement:

1. The Co-op agrees that the sub-occupant can live in the member's unit from the Start Date to the End Date stated in this agreement. The sub-occupant agrees to leave the member's unit on or before the End Date. The sub-occupant must have written permission from the Co-op and the member to stay longer.
2. The member is still responsible to the Co-op for all the member's obligations to the Co-op.
4. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any Co-op by-laws.
5. The sub-occupant agrees to pay all housing charges and to carry out all the obligations that the member has to the Co-op. The current monthly housing charges are stated above and

Cole Road Co-operative Community Inc.

Schedule C: Sub-Occupancy Agreement

must be paid directly to the Co-op. The monthly housing charges may change during the sub-occupancy.

6. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.
7. The member agrees that all legally required notices to the member may be delivered or served at or to the unit in compliance with Co-op by-laws and the *Co-operative Corporations Act, 1990* or *Residential Tenancies Act, 2006* as applicable.
 - (a) The sub-occupant agrees to contact the member immediately on receipt of any notice from the Co-op.
 - (b) The Co-op may contact the member as stated in the contact information in this agreement and may send the member a copy of a notice. The Co-op does not have to do this. This includes important documents, such as a Notice to Appear. If the Co-op does contact the member, the time of service of the notice or document will be when it was delivered or served at or to the unit or the sub-occupant.
8. The sub-occupant acknowledges that the Co-op allows only members and their households to occupy Co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end. This agreement does not give the sub-occupant a right to the unit or any other unit in the Co-op or position on the Co-op's internal or external waiting lists.
9. The Co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to ten days' notice to leave the unit. The Co-op can do this if the member ends Co-op membership or the Co-op is evicting the member or for other reasons that the Co-op decides.
10. The member and the sub-occupant must update the Co-op in writing within five days of any change in the member's contact information.
11. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act, 1990* and that the sub-occupant is not a tenant or a member under the *Residential Tenancies Act, 2006*.
12. The member and the sub-occupant acknowledge and understand that the sub-occupant cannot pay anything to the member, such as key money, and the only payment permitted is the housing charges. Any other payment is against the law.
13. The member and the long-term guest agree to fully and truthfully disclose to the Co-op all financial arrangements between them to show that they are complying with paragraph 12 of this agreement.
14. The sub-occupant agrees that the Co-op, through its employees or agents, can receive credit information about the sub-occupant from any credit agency or other source.

Cole Road Co-operative Community Inc.

Schedule C: Sub-Occupancy Agreement

Signatures:

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of sub-occupant:

Date: _____ By: _____

Print name of sub-occupant:

Date: _____ By: _____

Print name of sub-occupant:

Date: _____ By: _____

Print name of sub-occupant:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Cole Road Co-operative Community Inc.

SCHEDULE D: NOTICE TO APPEAR FOR ARREARS OR PERSISTENT LATE PAYMENT

To members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

1. The Board of Directors is going to consider ending your membership and occupancy rights and evicting you.
2. The Board of Directors is going to consider whether you have broken section 11.1 (Eviction for Arrears or Persistent Late Payment) of the Occupancy By-law, and, if so, whether you should be evicted. The grounds for this are stated in this Notice.
3. 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.
4. The proposed date for ending your membership and occupancy rights is stated in this Notice. The Board may set a later date.
5. You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.
6. You do not have to vacate the unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

Place of Board meeting: _____

Time and date of Board meeting: _____

Time for arrival: _____

Proposed termination date: _____

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

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

Cole Road Co-operative Community Inc.

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

Attachments: Copy of Member Ledger as of _____
Other _____

Signature:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Cole Road Co-operative Community Inc.

SCHEDULE E: NOTICE TO APPEAR

To members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

1. The Board of Directors is going to consider ending your membership and occupancy rights and evicting you.
2. 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.
3. 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.
4. The proposed date for ending your membership and occupancy rights is stated in this Notice. The Board may set a later date.
5. You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.
6. 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: _____

Cole Road Co-operative Community Inc.

SCHEDULE E: NOTICE TO APPEAR

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

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

Signature:

For Cole Road Co-operative Community Inc.:

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”. Otherwise, delete this and the next paragraph.)

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

Cole Road Co-operative Community Inc.

SCHEDULE F: BOARD OF DIRECTORS' EVICTION DECISION FOR ARREARS OR PERSISTENT LATE PAYMENT

Members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

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, 1990* 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 rights of the member are ended on the same date.

Reasons:

The Board of Directors made its decision because: ***(Delete (a) or (b) if not applicable)***

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

This is grounds for eviction under section 11 of the Occupancy By-law.

Additional decision, if any:

Date of Board meeting: _____

Member attended the Board meeting: Yes: _____ No: _____ Who: _____

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

Cole Road Co-operative Community Inc.

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

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:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Cole Road Co-operative Community Inc.

SCHEDULE G: BOARD OF DIRECTORS' EVICTION DECISION

Members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

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, 1990* 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 rights of the member in the Co-operative are 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 _____

Cole Road Co-operative Community Inc.

Schedule G: Board of Directors' Eviction Decision

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:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Cole Road Co-operative Community Inc.

SCHEDULE H: NOTICE OF EVICTION DECISION FOR ARREARS OR PERSISTENT LATE PAYMENT

To members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

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 (if applicable):

\$ _____ as of _____

Termination date: _____

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Cole Road Co-operative Community Inc.

SCHEDULE I: NOTICE OF EVICTION DECISION

To members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

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:** _____

Cole Road Co-operative Community Inc.

Schedule I: Notice of Eviction Decision

Signature:

For Cole Road Co-operative Community Inc.:

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”. Otherwise, delete this paragraph)

You may appeal the Board decision to a general meeting of the members. To do this, you must give written notice to the Co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the Co-operative Corporations Act, 1990.

Cole Road Co-operative Community Inc.

SCHEDULE J: PERFORMANCE AGREEMENT - ARREARS OR PERSISTENT LATE PAYMENT

Members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

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.
- admits that the member has persistently paid housing charges late.
- agrees to pay the entire amount owing as follows:

- agrees to make these payments to the Co-op office on or before the agreed dates.
- agrees to pay all monthly housing charges on or before the housing charge payment day during each month from the date this agreement is signed.

Cole Road Co-operative Community Inc.

Schedule J: Performance Agreement - Arrears or Persistent Late Payment

- agrees to make all arrears and monthly housing charge payments by certified cheque or money order). 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.
- understands the terms of this Agreement and has had the opportunity to get legal advice.

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

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

>>> ***(OR)***

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

>>> ***(OR)***

The Board of Directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be ten days after a written notice served on the member as stated in section 17.8 (Serving Eviction Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Date: _____ By: _____

Print name of member:

Cole Road Co-operative Community Inc.

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of member:

Cole Road Co-operative Community Inc.

SCHEDULE K: PERFORMANCE AGREEMENT

Members: _____

Address of member unit: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

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:

Cole Road Co-operative Community Inc.

Schedule K: Performance Agreement

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

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

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

>>> *(OR)*

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

>>> *(OR)*

The Board of Directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten 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:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of member:

Cole Road Co-operative Community Inc.

Date: _____ By: _____

Print name of member:

Cole Road Co-operative Community Inc.

SCHEDULE L: CASUAL GUEST AGREEMENT

All members and their casual guests must sign.

Unit address: 125 Cole Rd., Unit _____
Guelph, Ontario N1G 4S8

Names of members: _____

Full Name of Guest 1: _____ **Age:** ____

Address of Guest 1: _____

Full Name of Guest 2: _____ **Age:** ____

Address of Guest 2: _____

Full Name of Guest 3: _____ **Age:** ____

Address of Guest 3: _____

Full Name of Guest 4: _____ **Age:** ____

Address of Guest 4: _____

Start Date: _____

End Date: _____

Cole Road Co-operative Community Inc.

Terms of agreement:

1. The Co-op agrees that the casual guest can live in the member's unit from the Start Date to the End Date stated in this agreement. The casual guest must have written permission from the Co-op and the member to stay longer.
2. The member is still responsible to the Co-op for all housing charges and all the member's obligations to the Co-op.
3. The casual guest agrees not to break any of the terms of the member's Occupancy Agreement or any Co-op by-laws.
4. The casual guest acknowledges that the Co-op only allows members and their households to occupy Co-op units. The casual guest acknowledges that being a casual guest does not give them a right to the unit or any other unit or position on the Co-op's internal or external waiting lists.
5. The casual guest acknowledges that the Co-op can cancel casual guest status or change the terms of casual guest status at any time (even if before the End Date). The casual guest agrees to leave the member's unit if the member or the Co-op requests it. The casual guest will be entitled to written notice to leave the unit.
6. The casual guest must immediately leave the unit when the member's occupancy rights end.
7. The casual guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act, 1990* and that the casual guest is not a member or tenant under the *Residential Tenancies Act, 2006*.
8. The member and the casual guest acknowledge and understand that the casual guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges as defined in the Co-op by-laws. Any other payment is against the law.
9. The member and the casual guest agree to fully and truthfully disclose to the Co-op all financial arrangements between them to show that they are complying with paragraph 8 of this agreement.

Signatures:

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of member:

Cole Road Co-operative Community Inc.

Schedule L: Casual Guest Agreement

Date: _____ By: _____

Print name of member:

Date: _____ By: _____

Print name of casual guest:

Date: _____ By: _____

Print name of casual guest:

Date: _____ By: _____

Print name of casual guest:

Date: _____ By: _____

Print name of casual guest:

For Cole Road Co-operative Community Inc.:

Date: _____ By: _____

Print name: _____

Title: _____

Cole Road Co-operative Community Inc.

ATTACHMENT A: SUMMARY OF TIME REQUIREMENTS AND EXAMPLES

In case of conflict the *Co-operative Corporations Act, 1990* and the By-law will govern over Attachment A.

Housing charge payment day

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

Example: Housing charge payment day is the first day of the month. September 1 is a Sunday.

Housing charges are due on Sunday, September 1, the first day in September.

Budget

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

Example: Budget meeting is June 16.

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

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 April 16 and members approve a change.

May is the first month after the decision.

June is the second month after the decision.

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

Notice of entry

5.2 (b) 24 hours notice is required. (5.2), except in emergencies or with consent (5.2(c)).

5.2 (e) Notices are for specific time periods on specific dates.

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

Notices must be given to each unit by 8:00 a.m. on Sunday, June 15.

Showing unit

5.2 (d) 24 hours notice is recommended, or a reasonable attempt to inform the member.

Cole Road Co-operative Community Inc.

Example: Member has withdrawn from Co-op effective June 30.
Potential new member to look at the unit at 7:00 p.m. June 16.
Notice must be given by 7:00 p.m. on June 15.

Members' Insurance

5.4 Members must provide proof of current personal property and liability insurance to the Co-op by May 1 each year.

Absence From Unit

6.3 Market unit households must not be absent from the unit for more than 1 year in every 5 year period. The member(s) must give written notice of absences longer than 1 month. Absence of more than 3 months requires a written explanation to the Board of Directors.

RGI households must follow the Service Manager regulations.

Member's Households and Guests

8.3 Children who turn 16 must apply for membership or long-term guest status within **1** month after their birthday or refusal of membership.

Example: Pat celebrated their 16th birthday on May 12. They must apply for membership or long-term guest status by June 12. If the Board of Directors refused membership on July 3, they must apply for long-term guest status by August 3.

8.5 Casual guests cannot stay at the Co-op more than **3** months in a year without approval as a long-term guest.

Example: A member wants a casual guest to stay for November and December and January and February in the following calendar year.

In the By-law "Year" means a consecutive twelve-month period, not a calendar year. (See Special Meanings, section 1.6(k)).

Therefore, the casual guest cannot stay without Board approval.

Cole Road Co-operative Community Inc.

Change in household size

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

Example: Child gets married on May 14 and leaves home permanently.
Last day for notice to Co-op is May 24, 2014.

Withdrawing from Co-op

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

Example: Member wants to withdraw from Co-op effective June 30.

Notice must be delivered to the Co-op office on or before May 1.

— 30 days in May (not counting May 1).

— 30 days in June (counting June 30).

— Total 60

Example: Member wants to withdraw from Co-op effective August 31.

Notice must be delivered to the Co-op office on or before July 2.

— 29 days in July (not counting July 2).

— 31 days in August (counting August 31).

— Total 60

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

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

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

Example: A member wants to withdraw from Co-op effective March 31.

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

Death of a member

10.4 (b) Membership and occupancy rights and responsibilities end on the date of death. If there are no other members in the unit, it must be vacated by the end of the month after the month of death.

Example: Member dies on March 15.

Month after March is April.

Rights and responsibilities end on April 30.

Cole Road Co-operative Community Inc.

Notice to Appear for arrears

11.2(c) Notice to Appear to be given by Coordinator on the **seventh** day after the housing charge payment day.

Example: The housing charge payment day is the first day of each month.
May 1 is a Friday.
Housing charges are due on May 1.
Seventh day after housing charge payment day is May 8.

Delivery of Notice to Appear to member

11.7(a) or 12.2(a) At least **10** days before the Board meeting.

Example: Board meeting is Monday, June 16.
Last day to give notice to the member is June 6.

Proposed termination date in Notice to Appear

11.7(b) or 12.2(d) **10** days after the Board meeting.

Example: Board meeting is Monday, June 16.
Day to put in notice is Thursday, June 26.

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

12.2 (d) **20** days after the Board meeting.

Example: Board meeting is Monday, June 16.
Day to put in notice is Sunday, July 6. (It can be a non-business day.)

Delivery of notice of Board eviction decision to members.

13.1 (e) Within **10** days after the Board meeting.

Example: Board meeting is Monday, June 16.
Last day to deliver to members is Thursday, June 26.

Member breaks performance agreement or condition in eviction decision.

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

Example: Member misses payment due on June 16.

Cole Road Co-operative Community Inc.

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

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

Appeal to membership

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

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

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

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

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

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

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

Example: Members' meeting is Tuesday, July 8.

Termination date is Thursday, July 10.

Passed by the Board of Directors on February 14, 2022

Cole Road Co-operative Community Inc.

ATTACHMENT B: SUMMARY OF CHARGES

In case of conflict the *Co-operative Corporations Act, 1990*, the *Residential Tenancies Act, 2006*, and this By-law will govern Attachment B.

This Attachment does not form part of the By-law itself. The Board of Directors may vote to update it when necessary.

1. One-time membership fee: \$40.00 per member.
2. Housing charge deposit: One month's market housing charge for the unit.
3. Co-op sector support fee: \$6.00 per unit per month.
4. Late payment charges: \$25.00 per unit per month.
5. Failed payment charge: \$25.00 per unit
6. Market housing charge:
Two-bedroom unit: \$919.00
Three-bedroom unit: \$1,026.00.
7. Interest rate on arrears: 6.0% above the current Bank of Canada prime rate.
8. Failure to remove Waste Carts charge: \$25.00 per unit.
9. Setting out Waste Carts early charge: \$25.00 per unit.

Passed by the Board of Directors on February 14, 2022

Cole Road Co-operative Community Inc.

ATTACHMENT C: SUMMARY OF WELLINGTON COUNTY RGI REGULATIONS

Note: This is intended to be a **summary** of the regulations only. More detail can be found in the full document on the County website:

<https://www.wellington.ca/en/social-services/resources/Housing/2021-RGI-Guide.pdf>

https://www.wellington.ca/en/social-services/hs-plans-policies-and-data.aspx#Policies_1

This Attachment does not form part of the By-law itself. The Board of Directors may vote to update it when necessary.

1. Eligibility

To be eligible for RGI, an applicant or Co-op member must meet the following requirements:

- At least one member of the household must be 16 years old or older and able to live independently with or without support services;
- All members of the household must have status in Canada or be applying for status;
- Total household assets must be within the applicable asset limit;
- Total household income must be within the applicable income limit (incoming RGI Co-op members only);
- A member will not be made an offer of housing if there are arrears, of any amount, with a former Housing Provider. This may be waived if the Service Manager is satisfied that there are extenuating circumstances;
- The RGI Co-op member or applicant must update their information at least once a year as requested by the housing provider.

2. Ineligibility

RGI Co-op members may become ineligible for RGI for any of the following reasons:

- The member fails to notify their housing provider of changes to information or documents relating to RGI eligibility, changes to household composition or certain changes to income, and these changes remain unreported at the time of the next annual RGI review.
- The member fails to provide information or documents as requested by the housing provider within the specified time frame.
- The member's RGI has been equal to the market rent or housing charge for 24 consecutive months.
- The member is over housed and fails to complete the required process to move to an appropriate sized unit or refuses an offer of an appropriate sized unit.
- The member fails to pursue certain types of income, as requested by the housing provider.
- All members of the household have been absent from the unit for more than 60 consecutive days or 90 cumulative days in a 12-month period.
- The member fails to divest themselves of property suitable for year-round occupancy, as requested by the housing provider.
- The member fails to file their income tax return by the time of their next annual RGI review.

Cole Road Co-operative Community Inc.

ATTACHMENT C: SUMMARY OF WELLINGTON COUNTY RGI REGULATIONS

- The member starts receiving a portable housing benefit, within or outside of the County of Wellington.

3. Reporting Changes

RGI members must report a change in information or documents previously provided to determine RGI eligibility **within 30 calendar days of the change**.

- This may include changes to status in Canada, significant changes in assets, or changes to other information or documents specifically related to RGI eligibility.

RGI members are not required to report most changes in income until their next annual review, including increases in income.

However, RGI members must report the following changes within 30 calendar days of the change:

- a permanent change in household composition (the people living in the household),
- a household member whose income wasn't included in RGI because they were a full-time student is no longer a full-time student,
- the member starts receiving Ontario Works or ODSP,
- the member stops receiving Ontario Works or ODSP,
- a household member has had their income taxes reassessed.

RGI members who fail to report any of the above changes at the time they occur may be deemed ineligible for RGI if the change remains unreported at the time of the next annual RGI review.

In determining whether or not a member should be deemed RGI ineligible for an unreported income change, the housing provider should consider the impact that the unreported change would have had on the amount of RGI payable had it been declared on time.

The tenant or Co-op member should remain RGI eligible if the unreported change would have resulted in:

- no change in RGI,
- an RGI decrease, or
- an increase in adjusted family net income (AFNI) of less than 20%.

4. Retroactive Changes

RGI members who do not report income changes in a timely manner may have their RGI retroactively recalculated. This may occur at or before the time of the next annual RGI review.

A retroactive RGI increase is implemented on the first day of the month following the change, and may be required if:

- A new person with income joins the household either long-term or permanently.

Cole Road Co-operative Community Inc.

Attachment C: Summary of Wellington County RGI Regulations

- A household member ceases to be a full-time student, and that person has ongoing income that had previously been excluded from RGI due to their student status for at least 6 months.
- A household member has had their income taxes reassessed and the change in net income is 20% or more.

If the resulting increase in RGI is less than 20%, or \$10, it is not implemented retroactively.

RGI decreases are not implemented retroactively if the change is not reported at the time it occurred.

5. Income Included under Income Limits

Only current and ongoing income that would normally be included in the calculation of RGI is considered under the income limits. This includes income that would normally be reflected on Line 23600 of the income tax assessment, such as:

- employment income, including wages, salaries, commissions, bonuses, tips, gratuities, vacation pay, and remuneration as a dependent contractor (do not include strike pay)
- net self-employment income (business, professional, commission, farming, fishing, and income from partnerships)
- Employment Insurance, including benefits for training if not a full-time student
- Workplace Safety and Insurance Board (WSIB) benefits for loss of earnings
- wage-loss replacement plan benefits or payments for sick leave, short-term disability or maternity leave under a private or workplace insurance plan
- veterans' benefits for income support or replacement (do not include amounts for disability or death of a war veteran due to war service)
- Old Age Security (OAS), Guaranteed Income Supplement (GIS), Guaranteed Annual Income Supplement (GAINS)
- Canada Pension Plan (CPP) or Quebec Pension Plan (QPP) – excluding CPP or QPP child benefits
- Registered Retirement Income Fund (RRIF) and Registered Retirement Savings Plan (RRSP) income from T4RSP slips
- private pensions, foreign pensions, and superannuation
- interest, dividends, and other investment income - excluding income from Tax-free Savings Account (TFSA) investments
- annuities
- net rental income
- spousal support payments received (but not child support payments).

Net Registered Disability Saving Plan (RDSP) payments, one-time lump sum payments, income tax credits or benefits, children's benefits, child support payments, or social assistance

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payments from Ontario Works or the Ontario Disability Support Plan (ODSP) are not included under the income limits.

The income of full-time students is considered under the income limits in determining eligibility for RGI, even though it is otherwise excluded from RGI calculations.

6. Pursuit of Income

RGI members may be required to pursue the following types of income to continue to be eligible for RGI:

- Ontario Works
- Employment Insurance (EI) benefits
- Old Age Security, Guaranteed Income Supplement, and Ontario Guaranteed Annual Income Supplement (OAS/GIS/GAINS)
- Immigration sponsorship income

The housing provider determines when it is and is not appropriate for an RGI tenant or Co-op member to pursue any of these types of income. In making this decision, the housing provider should consider whether pursuing the income will reasonably and significantly:

- increase the RGI member's income to ensure it is enough to meet their needs, including the payment of the rent/housing charge; and
- reduce the RGI subsidy payable by the County.

RGI members who have been advised to pursue income and do not make reasonable efforts to obtain it may be deemed ineligible for RGI.

7. Asset Limits

The County of Wellington has established a local eligibility rule limiting the amount of assets that a household may have and still be eligible for RGI. This is referred to as the asset limit; see the County website for current amounts.

Asset limits apply to all RGI Co-op members.

8. RGI Calculation

In general, RGI is based on 30% of the the total net monthly income of all members of the household, excluding the income of full-time students, adjusted for employment exemptions if the household has employment related income.

The calculations are done by the Co-op accounting software, not staff. As long as the correct numbers are entered into the system, the calculation will be correct.

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The RGI calculation is different for households who are receiving Ontario Works or ODSP benefits. See the RGI Guide for more detailed information.

9. Minimum Housing Charge

There is a minimum RGI rent that can be charged to a Co-op member's household. This amount is indexed annually at the same rate as the rent increase guideline under the Residential Tenancies Act.

10. Maximum Housing Charge

The maximum RGI housing charge that can be charged to a member's household is the amount of the market housing charge for the unit.

11. Retroactive RGI Changes

Most reported changes in income will not result in an in-year change. This means that retroactive calculations will also be rare.

If an RGI member delays in reporting an in-year change, this will result in a retroactive RGI change only if an in-year increase would have been conducted had the change been declared on time. This may occur when:

- a new household member with income moves in,
- a household member ceases to be a full-time student,
- a household has had their income taxes reassessed and the change in net income is 20% or more.

12. Recovery of Retroactive RGI

Retroactive RGI increases may result in the tenant or Co-op members owing retroactive RGI.

Passed By the Board of Directors on February 14, 2022

Cole Road Co-operative Community Inc.

ATTACHMENT D: SUMMARY OF GARBAGE AND HOUSEHOLD WASTE REGULATIONS

See the City of Guelph website for more detailed information:

<https://guelph.ca/living/environment/garbage-and-recycling>

This Attachment does not form part of the By-law itself. The Board of Directors may vote to update it when necessary.

1. Household Garbage

- a. The City of Guelph provides wheeled garbage carts for the storage and disposal of all normal household waste. Replacements, repairs, and/or extra carts can be ordered from the City.
- b. **Garbage must not be kept outside the waste carts in front yards, back yards, or common areas.** If your cart is full, keep the garbage inside your unit until the cart is emptied during pickup. The Co-op will charge back any costs for clean-up and disposal to the member(s) in the unit.
- c. **Blue carts** hold recyclables, which are not bagged. CardBoard must be broken down into pieces that will fit in the bin.
- d. **Green carts** hold compostable organic waste, other than yard waste, as follows:
 - loose (unbagged),
 - in a Certified Compostable plastic bag, or
 - in a paper bag; or
 - with paper lining the cart.
- e. **Grey carts** hold all other non-hazardous waste items.
- f. Pet waste is placed into either:
 - (i) the Green cart as follows:
 - loose (unbagged), or
 - in a Certified Compostable plastic bag, or
 - in a paper bag, or
 - (ii) the Grey cart in a clear plastic bag.
- g. Shredded paper is placed in a clear plastic bag in the Blue cart.
- h. Sharp Objects are placed into a rigid container, no larger than 0.6 metres in any dimension, which is securely taped to secure the contents and clearly labeled with the words “Sharp Objects” and placed into the Blue cart.
- i. Carts must not be filled beyond their capacity; the lid must be able to fully close.

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Attachment D: Garbage and Household Waste Regulations

2. Garbage Pickup

- a. Carts are to be placed at the end of your driveway, or at the designated curb, for pickup on the scheduled date. Collection dates, and which carts are collected, can be found on the City of Guelph website.
- b. The lock on the Green cart must be raised so it can be emptied.
- c. Carts must be put out between 5 p.m. the night before and 6:30 a.m. on pickup day. Members who put their carts out earlier will receive up to 3 warning letters before charges are applied as outlined in Attachment B.
- d. Carts must be removed from the end of the driveway or the designated curb by midnight (11:59 p.m.) on pickup day. Members who fail to do so will receive up to 3 warning letters before charges are applied as outlined in Attachment B.
- e. Any Cart set out for collection is placed so that there is at least 1 metre of clearance on each side of the Cart and at least 5 metres clearance above the Cart.
- f. No Large Item is placed in a cart for pickup.
- g. No waste is set out for collection in such a manner that:
 - It is accessible to any animal,
 - It can be blown by wind, or
 - Any liquid leaks from such waste.
- h. No waste is set out for collection on top of, underneath or abutting a cart;
- i. No cart is set out for collection unless it is closed with a tight-fitting lid or cover.
- j. No cart set out for collection is:
 - Filled with waste above the top of such Container, or
 - Over-compacted such that the contents may not empty when being tipped.
- k. The City of Guelph inspects and audits residential waste carts on a random basis throughout the year. The City Waste Management by-law (2019)-20392 authorizes City staff or contractors working for the City to look through waste carts placed at the curb to see if people are sorting their waste properly. Staff or contractors will always carry identification.
They are looking for anything that might be in the wrong cart. That includes items that don't belong in any of the carts such as household hazardous waste.

3. Large items:

- a. **Members must not dispose of large items on Co-op or City of Guelph property. When the member responsible is identified, they will be charged for the cost of clean-up and disposal.**
- b. The Co-op rents dumpsters twice per year so households can dispose of their large items. There will be an announcement to members when the dumpsters are scheduled.
- c. You can arrange for the City to pick up large items like:
 - Appliances (please remove doors and lids)
 - Lawnmowers, wheelbarrows, BBQs and other metal goods

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Attachment D: Garbage and Household Waste Regulations

- Furniture
- Bicycles
- Mattresses
- Extra grey (garbage) cart collection

Call the City to schedule and pay for a large item pickup by credit card. Place the item at the curb on Cole Rd. before 6:30 a.m. on the scheduled pickup day.

- Goods Exchange Weekends take place twice a year – once in the spring and once in the fall. For more information see the City website.
- Large items left at the curb without a scheduled large item pickup are subject to fines or fees under Guelph’s Waste Management Bylaw. The Co-op or the person responsible will be ticketed by the City Bylaw officers.**
- The public waste drop-off is open to Guelph residents for garbage, household hazardous waste, yard waste and recyclables. Recyclables are free to drop-off. The drop-off is located at the Waste Resource Innovation Center, 110 Dunlop Drive, Guelph; fees and open hours are listed on the City website.
- There are private companies or individuals who will remove large items and waste for a fee.

4. Yard Waste

- Yard waste includes:
 - Leaves
 - Shrub and hedge trimmings
 - Woody plants (including vines, rose bushes)
 - Brush, branches, and tree limbs with a diameter less than 5 cm (2 inches)
 - Trimmings from flower and vegetable gardens
- Yard waste collection does not include grass clippings – just leave them on the lawn.
- Yard waste is collected on your grey cart collection day between spring and fall. **Don’t put yard waste in any of your carts.**
- Put it in yard waste paper bags or containers clearly labeled “yard waste”. The City won’t collect yard waste in plastic bags.
- Place your yard waste to the curb no later than 6:30 a.m. on your grey cart collection day.
- You can bring yard waste and grass clippings to Guelph’s Waste Resource Innovation Center all year round (for a fee).

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Attachment D: Garbage and Household Waste Regulations

5. Hazardous Waste

- a. Safe disposal of cooking oil, cleaners, paints, batteries, and light bulbs helps protect you, your property, and the Co-op.
- b. Members must not store flammable hazardous materials, such as gasoline, in or around their units.
- c. Guelph residents can drop off household hazardous waste at the Waste Resource Innovation Center free of charge, and the City will recycle or dispose of them safely.
 - If possible, please bring products in their original packages. Do not mix products together.
 - Containers must be sealed and labeled. Leaking, unsealed or unknown materials may be refused.
 - Gas/fuel must be in an Underwriters Laboratories of Canada (ULC) or Canadian Standards Association (CSA) approved container.
 - Needles must be placed in a sealed glass or rigid plastic container.
- d. Guelph Paint + reuse program:
 - i. You can drop off unused paint, stain, cleaners etc. all year round.
 - ii. The Paint + reuse program closes in the fall for the winter season. From spring to fall you can pick up paint, stain and other products for FREE. Available products vary, but you can often find things like:
 - Paint/Stains
 - Aerosols
 - Car care products (waxes, soaps, etc.)
 - New motor oil
 - New antifreeze
 - Cleaning products
 - Grout, drywall compound, cement
- e. Please soak used or extinguished fireworks in water for 24 hours and dispose of them in the grey cart. Do not put active or unused fireworks in any of your waste carts. Contact the seller or manufacturer for disposal information.

Passed By the Board of Directors on February 14, 2022