

# **Charles Darrow Housing Co-Operative By-Laws**

Charles Darrow Housing Co-operative Inc.  
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Aurora, Ontario  
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## By-Law No. 1

BE IT ENACTED as a By-law of Charles Darrow Housing Co-operative Inc.

### *Article 1 – General*

1. The head office and chief place of business of the Co-operative shall be located at 25 Cecil Street, Suit 307, Toronto, Ontario, M5T 1N1.
2. The seal of the Co-operative shall be inscribed thereon the words Charles Darrow Housing Co-operative Inc. And the seal impressed in the margin of these By-laws is hereby adopted as the seal of Charles Darrow Housing Co-operative Inc.

### *Article 2 – Membership*

1. Membership in the Co-operative shall consist of all persons at least 18 years of age who are from time to time accepted as members in the manner hereinafter prescribed and whose membership has not been terminated by expulsion or withdrawal.
2. Application for membership shall be made in writing on forms provided for that purpose and shall be submitted to the directors for acceptance. Applications for membership shall be accompanied by payment of the prescribed membership fees.
3. Each applicant for membership shall pay a life membership fee of \$10.00.
4. The directors may refuse to accept any application for membership and if the application is not accepted any membership fee forwarded with it shall be refunded without interest.
5. The directors may from time to time provide that each applicant for membership in the Co-operative at the time of his/her acceptance shall pay last month's housing charge to the Co-operative of such an amount and upon such terms and conditions as the directors prescribe.
6. Membership in the Co-operative shall not be transferable unless authorized by the directors and shall terminate with death.
7. Any member of the Co-operative may withdraw from membership in the Co-operative in accordance with the procedures set out in the By-laws, Regulations and Policies of the Co-operative.
8. The Co-operative may upon resolution of the Board of Directors expel any member thereof in accordance with the procedures set out in the By-laws and Regulations and Policies of the Co-operative.
9. Notwithstanding any other provision of this by-law eighty percent (80%) or more of the housing units owned or leased by the Co-operative at any time shall be occupied by members of the Co-operative.



### *Article 3 – Meeting of Members*

1. Notice of each annual or other general meeting of members shall be given to the members not less than ten (10) or more than thirty (30) days prior to the date of the meeting. The notice shall specify the time and place of the meeting and shall set out or be accompanied by a statement of the business to be considered or transacted at the meeting. Members shall be entitled to have a matter put on the agenda for any members meeting and sent out with the notice of the meeting, provided they give the Secretary written notice of such matter sufficiently in advance of when notices of the meeting are sent out to permit it to be included. If they do not give notice in time for inclusion with the regular notice of the meeting, they may themselves at their own expense give notice to all members at least five (5) days prior to the date of the members' meeting.

No business may be transacted and no resolution or by-law adopted or confirmed by the members unless the general nature of that item of business was set out in or with the notice as mentioned above. Notwithstanding any lack of notice, any matter may be discussed by the members present, so long as no final decision is made with respect that matter.

2. The annual meeting of the members for the election of directors and the transaction of such other business as may properly be brought before an annual meeting of the members shall be held at the Regional Municipality of York or at such places as the directors may determine, but no later than four (4) months after the end of each fiscal year.
3. Other meetings of the members may be called by order of the president, vice-president or the directors at any time and at any place within the Regional Municipality of York and the secretary shall send the requisite notice of such a meeting to the members of the Co-operative.
4.
  - a. Not less than ten (10) or five percent (5%), whichever is lower, of the members of the Co-operative entitled to a vote at the meeting proposed to be held may request the directors to call a meeting of the members for any purpose connected with the affairs of the Co-operative that is not inconsistent with the Co-operative Corporations Act.
  - b. The provisions of Section 79 (2) to (6) of the Co-operative Corporation Act shall apply where such a request is made.
  - c. The Board shall be obliged to call a general meeting of the members, if an annual, regular or special meeting is scheduled within the time period within which the directors are obliged to call and hold a meeting under Section 79 of the Act. The business contained in the requisition for a

- special meeting shall be placed on the agenda of such annual, regular or special meeting.
5. When notice is received generally by the members, the accidental omission to give notice to any member thereof or the non-receipt of any notice by any member thereof shall not invalidate any resolution passed or any proceeding taken at such meeting.
  6. No member shall have more than one(1) vote at any meeting of the Co-operative and voting by proxy shall not be permitted.
  7. Unless otherwise proved, all questions arising at any meeting of the members shall be decided upon by a majority of votes.
  8. Notwithstanding anything contained in these by-laws, no notice of any annual or other meeting of the members shall be necessary:
    - a. where all member entitled to vote at such meeting are present in person and in the case of an annual meeting consent to the transaction of the business for which such meeting is being held; or
    - b. where all members entitled to vote at such meeting who are not present either before or after the meeting waive in writing notice of the meeting, or in the case of the meeting other than the annual meeting, notice of the meeting and the purpose for which it is being held.
  9. At every annual or other meeting of the members twenty percent (20%) of the household present in person shall be necessary to constitute a quorum for the transaction of business.
  10. If at any annual or other meeting of the members, a quorum is not present within thirty (30) minutes of the time for which the meeting is called, the meeting, if convened upon requisition of the members, shall be dissolved and in any other case the presiding officer shall adjourn the meeting to a date not less than seven (7) and not more than (15) days thereafter and the decision of the planned meeting shall be binding upon the Co-operative, provided that at least five (5) members are present. Notice of the planned meeting shall be given by the secretary in the manner herein provided five days previous to the date of the planned meeting.

#### ***Article 4 – Board of Directors***

1. The business of the Co-operative shall be under direction and control of the board of directors who may exercise all such power and do all such acts and things as may be exercised or done by the Co-operative or by statute expressly directed or required to be done by the Co-operative at meetings of the members.
2. The qualifications of each director shall be that s/he be a member of the Co-operative and otherwise be eligible pursuant to the provisions of The Co-operative Corporations Act.
3. At each annual meeting, at least eight (8) Directors shall be elected to serve for a term of two (2) years. In alternating years, four (4)

Directors will be elected. If there are more than 4 positions available on the board at the Annual Meeting, the four (4) candidates receiving the most votes shall serve for a two year term and the remaining positions will be filled by candidates receiving the next highest number of votes and their term shall be for one(1) year. The directors shall be eligible for re-election upon completion of their term.

4. At a meeting where directors are to be elected, the meeting, before nominations are called for, shall choose a chairperson for the purpose of conducting the elections. Nominations shall be on an individual basis and the chairperson shall accept a blanket motion to elect directors until after the nominations have been closed.
5. Elections shall be by ballot. Any ballot which contains votes for more or less than the number required to elect shall be void.
6. The office of a directors shall be vacated:
  - a. If s/he becomes bankrupt or suspends payment or compounds with his creditors or makes authorized assignment or is declared insolvent;
  - b. if s/he becomes mentally incompetent;
  - c. if s/he ceases to have the necessary qualifications for office;
  - d. if s/he become absent without leave of the directors from three (3) consecutive regular meeting of the Board of Directors;
  - e. if by notice in writing to the Co-operative s/he resigns his/her notice; or
  - f. if by resolution passed by at least two-thirds (2/3) of the votes cast at a meeting of the members called for that purpose, s/he is removed from office.
7. Whenever any vacancy occurs on the Board of Directors the membership shall select a director to fill the vacancy on the Board, unless there are three (3) months or less until the annual meeting, in which case the Board may appoint a member to the said Board for the unexpired portion on the term.
8. Regular meetings of the Board of Directors may be held without notice on such regular monthly day as the directors may from time to time by resolutions determine.
9. Meeting of the Board of Directors may be held either at the head office of the Co-operative or elsewhere as the directors from time to time determine. A meeting of the said Board may be called by the president or Vice-president or any three (3) directors at any time or by the secretary by direction of the president or vice-president or any three (3) directors of the said Board. Notice of such meeting shall be delivered or mailed or telegraphed or telephone to each director not less than two (2) days (exclusive of the day on which the notice is delivered, mailed or given) before the meeting is to take place; provided always that meetings of the

said Board may be held at any time without formal notice if all the directors are present or those absent have waived notice or have signified their consent in writing to the meeting being held in their absence. Notice of any meeting or any irregularity in any meeting or notice thereof may be waived by a director.

In general, all meetings of the Board of Directors may be attended by members of the Co-operative, except where by a two-thirds (2/3) vote of the directors it is decided otherwise.

In the case of the first meeting of the Board of Directors to be held immediately following an annual meeting, or in the case of a director elected to fill a vacancy on the said Board, it shall not be necessary to give notice to such meeting to the newly elected director or directors in order to legally constitute the meeting, provided that a quorum of directors is present.

10. A majority of the directors shall constitute a quorum at any meeting of the board of Directors.
11. Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes.
12. The directors of the Co-operative shall serve without remuneration but may be paid any necessary expenses incurred by them about the business of the Co-operative. The directors shall also be entitled to be paid their traveling or other expenses properly incurred by them in connection with the business of the Co-operative.
13. All directors shall keep confidential all matters considered by the Board or coming to their notice or attention as directors which are of a confidential or private nature. Such matters shall include personal information on individual members and information relating to the business of the co-op where secrecy is appropriate to preserve the co-op's position against third parties. If any officer, employee or other member of the co-op is present at a board meeting where confidential matters are considered and becomes aware of such confidential information, such person shall have an obligation to keep such information confidential and not be communicated to anyone else. The minutes of the board meeting shall include details of all items of business discussed. However, details of confidential matters shall not be included in copies of the minutes circulated to members or posted in a public place.

## *Article 5 – Officers*

1. The directors shall annually, or as often as may be required, elect a president and vice-president and elect or appoint a secretary, a treasurer and if deemed advisable, an assistant treasurer. None of the said officers except the president and vice-president need be a member of the Board of Directors.

Any two (2) of the aforesaid officers may be held by the same persons, except those of President and Vice-President. The Secretary, Treasurer and, if appointed, Assistant Secretary and Assistant Treasurer need not be members of the Board of Directors.

A vote of the majority of the directors shall be necessary for the election or appointment of the said officers. The directors may from time to time elect or appoint such other officers and agents as they shall deem the directors shall from time to time prescribe.

2. All officers elected or appointed by the directors shall be repaid for all out of pocket expenses from time to time.
3. All officers shall be subject to removal by resolution of the directors at any time with or without cause provided that a majority of the directors shall vote in favour thereof.
4. In the case of the absence of ability to act as the president, vice-president or any other officer of the Co-operative or for any other reason that the directors may deem sufficient, the directors may delegate all or any of the powers of such officer to any other officer or to any director for the time being, provided that a majority of the directors concur therein.
5. The president shall if present preside at all meetings of members and directors. S/he shall sign all instruments which require his/her signature and shall perform all duties incident to his/her office and shall have such other powers and duties as may from time to time as assigned to his/her by the directors.
6. The vice-president shall be vested with all the powers and shall perform all the duties of the president in the absence of ability or refusal to act as the president. The vice-president shall also have such other power and duties, if any, as may from time to time be assigned to his/her by the directors.
7. The secretary shall issue or cause to be issued notices for all meetings of the members and the directors when directed to do so. S/he shall have charge of the minute books and seal of the Co-operative. S/he shall sign with the president or other signing officer or officers of the co-operative such instruments that require his/her signature and shall perform such other duties as the terms of his/her engagement call for or the directors may from time to time properly require of his/her.

The secretary or some other officer especially charged with the duty shall keep or cause to be kept a book or books or other suitable records wherein shall be kept recorded:

- a. copy of the articles of incorporation and of any articles of amendment issued to the Co-operative and the by-laws of the Co-operative duly authenticated;
- b. the names, alphabetically arranged, of all persons who are or have been members of the Co-operative;

- c. the post office address of every such person, while such is a member;
  - d. the names, post office addresses and callings of all persons who are or have been directors of the Co-operative, with the date at which each person became or ceased to be such a director.
8. The treasurer shall have the care and custody of all the funds and securities of the Co-operative and shall deposit the same in the name of the Co-operative in such bank or banks with such depository or depositories as the directors may direct. S/he shall at all reasonable time exhibit his/her books and accounts to any director upon application at the office of the Co-operative during business hours. S/he shall perform all duties incident to his/her office or that are properly required of his/her by the directors.
  9. The directors may from time to time appoint a project co-ordinator or a general manager or manager and may delegate to his/her full authority to manage and direct the affairs of the Co-operative (except such matters and duties as by law must be transacted or performed by the directors or by the members in general meeting) and to employ, discharge and fix the wages or salaries of temporary agents and employees of the Co-operative or may delegate to his/her any lesser power. The manager may recommend to the directors the appointment and removal of any the wages or salaries to be paid to full-time employees of the Co-operative. The manager shall conform to all reasonable times and give to any of the directors, all information they may require regarding the affairs of the Co-operative.

#### ***Article 6 – Reserve Fund***

1. Any surplus arising from the business of the Co-operative in each fiscal year shall be set aside by the Co-operative as a reserve fund. Such reserve fund shall not be paid, or in any way distributed to the members, but shall be applied for such purposes as are not inconsistent with the Articles of Incorporation. The Co-operative may invest all or part of the reserve fund such investments as it sees fit from time to time, deal with and vary such investments and dispose of all or any part thereof for the benefit of the Co-operative.

#### ***Article 7 – Borrowing Monies***

1. The directors may from time to time:
  - a. borrow money on the credit of the Co-operative;
  - b. issue, sell or pledge debt obligation of the Co-operative;
  - c. charge, mortgage, hypothecate or pledge all or any currently owned or subsequently acquired real or personal movable or

immovable property of the Co-operative, including book debts, rights, powers, franchises and undertakings, to secure any debt obligations or any money borrowed or other debt liability of the Co-operative.

2. The power hereby conferred shall be deemed to be in supplement of and not in substitution for any powers to borrow money for the purposes of the Co-operative possessed by its directors or officers independently of a borrowing by-law.

#### *Article 8 – Auditors*

1. The members at each annual meeting shall appoint an auditor who is familiar with co-operative accounting and practice. The auditor when appointed shall hold office until the next annual meeting and if an appointment is not so made the auditor in office shall continue until a successor is appointed. The remuneration of the auditor shall be fixed by the directors.
2. The auditor shall at all reasonable times have access to the books, accounts and vouchers of the Co-operative and may require from the directors and officers such information and explanations as may be necessary for the performance of his/her duties.
3. The auditor shall make a report to the members on the financial statement to be laid before the co-operative at each annual meeting during his/her term of office and shall state in his/her report whether in his/her opinion the financial statement referred to therein presents fairly the financial position of the Co-operative and the results of its operations for the period under review.

#### *Article 9 – Cheques, Drafts and Notes*

1. All cheques, drafts or orders for the payment of money and all notes and acceptances and bills of exchange shall be signed by the president or the vice-president and the secretary or the treasurer or such officer as the directors may from time to time designate.

#### *Article 10 – Custody of Securities*

1. All shares and securities owned by the Co-operative shall be placed for safe keeping (in the name of the Co-operative) with a chartered bank or trust company or the Province of Ontario Savings Office or with such other corporations as may be determined from time to time by the directors.

### ***Article 11 – Execution of Instruments***

1. Contracts, documents or any instruments in writing requiring the signature of the Co-operative must be signed by the president or vice-president and the secretary or the treasurer and all contracts, documents and instruments in writing so signed shall be binding upon the Co-operative without any further authorization of formality. The directors shall have power from time to time by resolution to appoint any officer or officers, person or persons to sign contracts, documents and instruments in writing on behalf of the Co-operative.
1. The seal of the Co-operative shall be in the custody of the Secretary and may, when required be affixed by s/he or any other officer or officers, person or persons appointed by resolution of the directors to contracts, documents and instruments in writing signed as aforesaid.

### ***Article 12 – Fiscal Year***

1. The financial or fiscal year of the Co-operative shall terminate on the 28<sup>th</sup> day of February in each year.

### ***Article 13 – Dissolution***

1. In the event of dissolution of the Co-operative, all the assets after payment of the liabilities, shall be paid as set out in the Articles of Incorporation.

### ***Article 14 – Notices***

1. The signature of any notice to be given by the Co-operative may be written, stamped, typewritten or printed, or partly written, stamped, typewritten or printed.
2. A certificate of the Secretary or other duly authorized officer of the Co-operative in office at the time of the mailing of the certificate shall, as to facts in relation to the mailing or delivery of any notice to any member, director or officer, or publication of any notice, be conclusive and binding on every member, director or officer of the Co-operative as the case may be.

### ***Article 15 – Amendments***

1. The directors may from time to time make by-laws not contrary to the Articles of Incorporation or restated Articles of Incorporation, if any, of the Co-operative Corporation Act, and from time to time amend, vary or repeal, amendment or re-enactment thereof, unless in the meantime confirmed at a meeting of the members duly



called for that purpose, is effective only until the next annual meeting of the members.

2. By-laws of the Co-operative passed pursuant to the authority of the Co-operative Corporations Act shall not take effects until confirmed by a vote of two-thirds (2/3) of the votes cast by the members present in person at a meeting duly called for considering the same.

#### ***Article 16 – Interpretation***

2. In all by-laws of the Co-operative the singular shall include plural and the singular the word “person” shall include firms and corporations and the masculine shall include the feminine. Whenever reference is made in the by-law to any statute or section thereof such reference shall be deemed to extend, and apply to any amendment to said statute or section, as the case may be.

AMENDED by the Board of Directors and sealed with the Corporate Seal of the Co-operative this 14<sup>th</sup> day of May, 1987.

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

**CONFIRMED by two-thirds (2/3) of the votes cast at a general meeting of members, this  
day of 2004.**

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

### Notice of Motion

The Board of Directors would like to change Article 3 of Bylaw #1 to read:

“...3 – at each annual meeting at least nine (9) Directors shall be elected to serve....”

The current article states that at least eight (8) Directors shall be elected to serve.

**BY-LAW NO.2**

A By-law to amend the Occupancy By-law  
(By-law No. 2) of  
Charles Darrow Housing Co-operative, Inc.  
(the "Co-operative")

**WHEREAS** the Co-operative enacted an Occupancy By-law (By-law No. 2) in June, 1988;

**AND WHEREAS** it is desired to amend the Occupancy By-law to provide for eviction in accordance with amendments made to the Co-operative Corporation Act;

**THEREFORE**, the following is hereby enacted as a By-law of the Co-operative:

The Occupancy By-law (By-law No. 2) is amended by deleting Article 10 (paragraph 44 to 49) and replacing it with the following Article 10 (paragraph 44 to 49.2).

**PASSED** by the board of directors of the Co-operative at a meeting properly held on June 5, 1996, and **CONFIRMED** by at least two-thirds of the votes cast at a general meeting of members of the Co-operative properly hold on June 27, 1996.

\_\_\_\_\_  
Dawn Snell  
PRESIDENT

\_\_\_\_\_  
Brenda Swan  
SECRETARY

## By-law No. 2

A by-law relating to the rights and obligations of the Co-operative and its resident members.

BE IT ENACTED as a By-law of CHARLES DARROW HOUSING CO-OPERATIVE INC.

(hereinafter called the “Co-op”) as follows:

WHEREAS the Co-op has been formed for the purposes of providing accommodation to its resident members and it is desired to set out terms on which such accommodation will be provided and the rights and obligations of the Co-op and the resident members;

WHEREAS the member has expressed a desire to live co-operatively with other members of the Co-op and to contribute to and participate in the operation of the Co-op and to adhere to co-operative principles, and an appropriate size of family having regard to the Units available and in compliance with any qualifications set out in contractual obligations of the Co-op,

AND WHEREAS by virtue of Ontario Regulation 547 R.R.O. 1980 Non-Profit Co-operative Housing Corporations are exempt from the provisions of Part IV of the Landlord and Tenant Act;

AND WHEREAS the requirements of Non-Profit Co-operative Housing Corporation must be set out in the Charter or By-laws of the Co-op and it is desired to set some of them out in this By-law;

### ***Article I - Co-ops Relations with Members***

#### **1. Admission of Members to Occupancy**

The Board of Directors may accept persons having the qualifications set forth in the Member Selection and unit allocation Policy. The Membership of such persons shall commence after they are accepted by the Board but not before they take occupancy of their unit.

Where a person has been accepted for membership and allocated a Unit of housing in the Co-op, prior to taking occupancy such person shall sign the Occupancy Agreement and make all payments required by the By-laws.

#### **2. Terms of the Occupancy**

The terms of occupancy of Units of housing in the Co-op members shall be those set out in the Charter, Bylaws and Rules and Regulations and Occupancy Agreement of the Co-op. The Occupancy Agreement attached to the front of this By-law is hereby adopted as the Occupancy Agreement of the Co-op and is incorporated herein.

The Co-op, its officers and members shall observe all the terms of the Charter, By-laws, Rules and Regulations and Occupancy Agreement and be bound thereby (whether or not any particular member has signed an Occupancy Agreement).

3. Priority

This By-law shall have priority over any By-law of the Co-op and any By-laws, resolutions or policies previously passed are hereby repealed or amended to give effect to the provisions of this By-law. Wherever there is a conflict between this By-law and any other By-law, Resolution, policy, agreement or oral statement of the Co-op, this By-law shall govern. No one has any authority to commit the Co-op to any term of occupancy or agreement respecting occupancy, except in accordance with this By-law. Notwithstanding the above, the provisions of the Co-operative Corporations Act, where applicable, shall have priority over the Charter, By-laws, and Rules and Regulations of the Co-op.

4. Non-Member Occupancy

Except by written consent of the Co-op, the right to occupancy shall be limited to those persons listed on the Occupancy Agreement and the original application. Additional applicants are subject to approval by the Board.

***Article 2 - Members Rights***

5. Exclusive Possession

A resident member of the Co-op shall be entitled to exclusive possession of his/her Unit together with any persons who are sharing such Unit with him/her to use in common with other members of the common facilities applicable to his/her Unit, and the use of any parking space allocated to him/her. The Co-op of the Charter, By-laws, and Rules and Regulations of the Co-op.

***Article 3 – Members’ Contributions***

6. Participation and Payments

Each member shall make the following contributions to the Co-op, as defined herein, where applicable:

- i. Participation
- ii. Membership Fee
- iii. Monthly Housing Charge
- iv. Last Months Housing Charge
- v. Maintenance Guarantee which is 40% of Housing Charge
- vi. Additional Charges which may be payable because of a member’s breach of any of his/her obligations under this By-law.

7. Participation

- a. Each member is obligated to participate in the activities of the Co-op by attending each annual meeting of members, and all other meetings of members, unless prevented by illness or emergency, or other reason acceptable to the Board.
- b. Each member shall, unless excused by the Board give a minimum of four (4) hours a month of service to the Co-op, (other than the maintenance responsibilities relating to his/her own Unit). If the Co-op adopts a general policy on participation setting out relevant matters in detail, such policy shall be adopted in the same manner as this By-law is amended and shall be attached to this By-law as a schedule.

8. Monthly Housing Charge

- a. The monthly housing charge shall be set by the members in accordance with Article IV of this By-law. It shall be paid monthly in advance on the first day of each month in such manner and at such place as the Board may direct. The monthly housing charge shall include, but is not limited to, the following:  
Mortgage payments, municipal taxes, water and sewage services, insurance on the buildings and Co-op assets only, Co-op administration repairs and maintenance, reserves, contingencies, sector support contribution and other items duly approved by the members in accordance with Article IV.
- b. The monthly housing charge shall not include the following and the member shall be responsible for paying them:  
Telephone, insurance on the member's own property, personal liability insurance for the members, heat, hydro and cable T.V.
- c. Notwithstanding the above, heat and hydro are included in the housing charge for apartment.

9. Last Month's Housing Charge

Each member shall pay to the Co-op the sum of money applicable to his/her Unit 40% of housing charge as a maintenance guarantee. The last month's charges may be applied to the last of month of residence of the member, providing the member has given the Co-op due notice in accordance with this By-law and does not owe any money to the Co-op. Otherwise, the last month's charges may be set off by the Co-op against any sums due to it from the member.

#### 10. Maintenance Guarantee

Each member shall pay to the Co-op the sum of money applicable to his/her Unit as a maintenance guarantee. The amount of the maintenance guarantee shall be set by a vote of the members. When the Co-op regains possession of a member's Unit, the maintenance guarantee shall be returned to the member, less any sums of money which may be due and owing by the member to the Co-op, either because the Unit has not been left clean and in good repair in accordance with this By-law, or because of any other default of this member.

#### 11. Adjustment of Last Month's Charges

If there is any change in the monthly housing charges, each member shall at the beginning of the first month after such charges are in effect, pay an additional amount required to bring his/her last month's Housing Charge and current Housing Charge up to the current amounts. If there has been a reduction in charges, the Co-op shall credit each member with the difference or pay the difference to each member. The last month's housing charges shall not bear interest.

#### 12. Provision of Subsidies

- a. The provision of subsidies on a rent-geared-to-income basis shall be governed by the Operating Agreement signed by the Co-operative and the Ministry of Housing.
- b. Subject to subparagraph (a) the amount of housing charge payable by members receiving a rent supplement as set out in the Occupancy Agreement signed by the member will be in accordance with the Minister of Revenue's Rent-to-Income scale, and the amount is subject to change on any monthly payment date to reflect a change in the member's gross income or family composition on written notice to that effect to the Co-op and the member by the Minister.
- c. The Co-op shall maintain an internal waiting list of members who are eligible for subsidy in accordance with the subsidy policy established by the Co-op and an external waiting list of applicants accepted for membership pending the availability of an appropriate subsidy. Priority shall normally be given to persons on the internal waiting list in accordance with the Subsidy Policy, but the Board or its designate may depart from the order on either waiting list, if it feels there is good reason to do so. A decision to vary the priority may be appealed by a member to the Board.

#### 13. Additional Charges

- a. If, as a result of the activities of any member, whether or not there is any breach of this By-law, the Co-op becomes liable for any additional taxes, charges or expenses, the member shall pay such

taxes, charges or expenses to the Co-op on demand. Such charges shall include returned cheque charges, collection charges and legal fees, as between a solicitor and his/her payment, the member's monthly housing charge shall be adjusted accordingly.

- b. Any housing charges or other amounts owing to the Co-op shall bear interest at the rate of two percent (2%) per month or part thereof, if not paid when due.
- c. A member shall pay all fines which may be levied against him/her in accordance with the By-laws or the Schedules to the By-laws.

#### 14. Charges as Rent

All charges (including those referred to in paragraph 12) which may become due and payable as set out in this By-law shall be deemed to rent or additional rent and the remedies available to the Co-op for dealing with a failure to pay rent or housing charges shall apply to a failure to pay any of them. Failure to pay any charges shall be deemed to failure to pay rent under the provision of the Landlord and Tenant Act.

#### 15. Liability

- a. The monthly charges, last month's charges, damage deposit and participation referred to in this Article shall be required on a "per Unit" basis. If more than one person occupies a Unit, whether or not they are members of the same family or household, they shall each be liable for all charges jointly and severally. If any person ceases to occupy the Unit, the remaining occupants shall be liable for the charges applicable to that Unit.
- b. Any arrangement for sharing expenses will be the responsibility of the members or occupants and will not bind the Co-op. If there is any arrangement for sharing expenses, one of the members occupying the Unit shall collect the contributions of each occupant and make one single monthly payment to the Co-op.

### ***Article 4 – Determinants of Housing Charges***

#### 16. Determined by Members

Monthly housing charges and parking charges shall be considered and established annually by majority vote of the members at a general membership meeting called for that purpose. Existing charges shall continue until a change is approved by a vote of the members in accordance with this Article.

#### 17. Budget

Prior to the budget meeting, the Finance Committee shall prepare a budget, subject to approval by the Board, for the next budgetary year, showing the estimated total expenses of the Co-op, including reserves and contingencies, and showing the charges proposed for each Unit.



18. Notice of Proposed Budget

In addition to any other notice of the budget meeting required by the By-law, at least one (1) week prior to the meeting, there shall be delivered to each Unit a copy of the proposed budget, including the proposed charges for that Unit, together with any alternatives which may be under consideration.

19. Commencement of Changed Housing Charges

Unless otherwise determined by the members by a two-thirds (2/3) majority of the votes cast at the budget meeting, no change in charges shall take effect until at least sixty (60) days after such change is approved by the members. Notice of the change applicable to that Unit shall be delivered to each Unit as soon as possible after the meeting.

20. Change in Budget

If, during the budgetary year, the Board determines that a change in housing charges is desirable or necessary, it may call a special meeting of the members for the purpose of considering such change. It shall prepare a budget or a statement showing the necessity for the change and give notice in the manner set out in paragraph 18. Any change must be approved by majority vote of the members at a general members meeting and shall take effect only in the manner set out in paragraph 19.

21. No Reduction

There shall be no reduction in the Housing Charge except as set out herein, and the Co-op shall not be liable for any damaged suffered by the Co-op, equipment or appliances except that results from negligence of the Co-op.

***Article 5 – Use and Behaviour***

22. Residential Use Only

The unit shall be used as a private dwelling and for no other use except with the written consent of the Co-op.

The member shall not permit anything done or kept in the Unit or on the property of the Co-op which will obstruct or interfere with the quiet enjoyment of the other residents, nor will s/he commit or permit any nuisance in the Unit or on the property of the Co-op, or commit or permit any illegal act hereon. The member shall comply with all governmental regulations applicable to the Unit or his/her occupation thereof.

### 23. Privacy

- a. Members shall be entitled to privacy within their Units. The Co-op or anyone on its behalf shall not enter any member's Unit without the member's permission except in the case of emergency and except as set out in subparagraph b) and c).
- b. Persons designated by the Board shall be permitted to enter each Unit on twenty-four (24) hours' notice for a regular annual maintenance inspection, and for any special inspections for maintenance and repair purposes that may be authorized by the policy or appraisal of the Co-op's property, or for such other reasons as the Board may determine.
- c. The Co-op may with twenty-four (24) hours notice enter a Unit at any reasonable time to show the Unit to prospective occupants if the member has given notice of termination of occupancy under paragraph 42, or if a resolution has been passed by the Board terminating occupancy under paragraph 44 (and whether or not an appeal has been launched).

## *Article 6*

### 23. Maintenance and Repair

- a. Responsibility for Repair
  - i. The member is responsible for ordinary cleanliness of the Unit and for the repair of damage to the property of the Co-op caused by the members' willful or negligent conduct or that of any other member of his/her household, invitee, agent, employee or license permitted on the property of the Co-op by the member. At the end of a member's occupancy of a Unit s/he shall leave the Unit in a clean and tidy condition.
  - ii. The Co-op is responsible for providing and maintaining the Unit, in a state of good repair and fit for habitation during occupancy, and for the complying with health and safety standards including any housing standards required by law, notwithstanding that any state of non-repair existed to the knowledge of the member before the Occupancy Agreement was entered into.
  - iii. Each member shall report to the Co-op promptly any condition in the Unit or its equipment or the building containing the Unit, which comes to the knowledge of the member, and which may cause deterioration of the Unit or building if not corrected.
  - iv. The Co-op may perform any of the maintenance or other obligations set out in this paragraph if the member responsible does not perform them within a reasonable time in the costs of such performance in accordance with paragraph 13.

b. Alterations and Improvements

- i. The member agrees not to make any alterations or improvements to the Unit without the prior written consent of the Maintenance Committee and of the Board. The Committee and Board will make its decision and inform the member within fourteen (14) days of the member's written request.
- ii. If such alterations or improvements cause the realty taxes applicable to the Unit or the insurance rate of the Co-op to be increased, such increase will be payable together with the next Housing Charge of the member.
- iii. If the member ceases to be an occupant s/he shall surrender the Unit, including all alterations, fixtures and improvements in a good state of repair in accordance with his/her obligations under this Occupancy Agreement.

c. Redecoration

- i. The member shall paint and decorate the Unit in good and worker like manner according to the prescribed Rules and Regulations of the Co-op, using materials supplied or approved by the Co-op.

d. Alteration of Locks

- i. The Co-op or a member shall not during the terms of this Occupancy Agreement alter or cause to be altered the locking system on any door giving entry to the Unit, except by consent of the Co-op.

e. Fumigation

- i. The member shall co-operate in preparing his/her unit for any fumigation required by the Co-op. The Co-op shall be required to give forty-eight (48) hours' written notice of fumigation procedures. Where a member can provide medical documentation of allergies to the fumigating materials, the Board may waive the requirement to fumigate the member's unit.

***Article 7 - Allocation of Units***

24. Membership Policy

In allocating Units to new members and changing Units within the Co-op, the Membership Committee shall act in accordance with the Membership Policy attached hereto as Schedule "A".

25. Internal Waiting List

The Co-op shall maintain a waiting list of members occupying Units of the Co-op who have indicated a desire to change their Units. As suitable Units become available, priority shall normally be given to

persons on the internal waiting list in accordance with the Member Selection and Unit Allocation Policy, but the Membership Committee may either depart from the order on the internal waiting list or the external waiting list priority over a member on the internal waiting list, if it feels there is a good reason to do so (subject to the provisions of the Member Selection and Unit Allocation Policy) and with the approval of the Board of Directors.

#### 26. Change in Family Size

- a. If a member ceases to have the family size appropriate for his/her unit, as set out in the Membership Policy, the Co-op may terminate his/her right to occupy his/her Unit by resolution of the Board.
- b. Notice in writing of any meeting to consider such a resolution shall be given to the member by being left at his/her Unit at least seven (7) days prior to the meeting. The member shall be entitled to attend the meeting and be present by agent or counsel and make representations.
- c. If the member was present at the meeting of the Board, s/he may appeal the decision terminating his/her occupancy in the manner provided in paragraph 49. The procedure set out in the paragraph 49 will be followed in respect of the appeal except that the day of termination shall be in accordance with this paragraph.
- d. Except as set out in subparagraph (e), no termination under this paragraph shall take effect until the member is offered at least 2 units of housing in the Co-op which is appropriate for his/her family size. If s/he refuses the second Unit offered to him/her, then the right of occupancy of his/her existing Unit shall terminate three (3) months after such refusal. During such three (3) month period, s/he shall be offered any suitable Units that become available.
- e. If the Co-op does not own or rent a Unit of housing appropriate for the member's family size, the termination shall take effect three (3) months after the passing of the resolution of the Board.

#### 27. Damage by Fire

- a. If any Unit in the Co-op is damaged by fire or other casualty and such damage is minor, the Unit shall be repaired by the Co-op as quickly as possible and there will be no reduction in housing charges.
- b. If the damage is serious so that in the opinion of the Board it is not desirable to repair the Unit or the building, in which it is situated, then the member's right to occupy the Unit shall be terminated and charges shall cease effective the day of the fire or casualty.
- c. If the damage is such that the Unit is no longer habitable, but the Co-op intends to repair the Unit, then the member's right to occupy the Unit shall be terminated and charges shall cease effective the day of the fire or casualty, and in addition to the priority on the waiting list referred to in subparagraph (e) such member shall have

- a further right to reoccupy the damaged Unit when it is repaired, unless in the meantime s/he has elected to accept another Unit.
- d. For a period of up to three (3) months after the fire or casualty, the member and his/her family shall be able to occupy any vacant Unit of housing of the Co-op on an emergency basis paying the lesser of the charges applicable to such Unit or damaged Unit.
  - e. If any member loses his/her right of occupancy under this paragraph, s/he shall have priority on the internal waiting list until a suitable Unit is offered to him/her. Thereafter, s/he shall be deleted from the list.
  - f. Any rights given to a member in this paragraph are subject to the terms of the policy or policies of insurance between the Co-operative and its insurer or insurers as in force from time to time. The Co-op will make available for inspection by a member the policy or policies of insurance.

#### 28. Death of a Member

On the death of a member, the member of his/her immediate family who resided with him/her shall have the right to continue to occupy the allocated Unit. If none among them are already members, the oldest surviving member of the family who is residing in the Unit shall become a member of the Co-op and shall assume all the rights, privileges, duties and obligations of the membership of the deceased member. No right in the Unit shall pass to the executors, administrators, legal representatives, legates, distributees or assignees of the member. However, all outstanding herein at the date of death of the member shall become a charge upon the estate of the member.

#### 29. Sale of Part of the Co-op

- a. No part of the real property of the Co-op may be sold or leased without the resolution of the Board. Notice in writing of any meeting to consider such a resolution shall be given to the members occupying any Unit at least seven (7) days prior to the meeting. Such members shall be entitled to attend the meeting and be represented by agent or counsel and make representations.
- b. If the Board resolves to sell or lease part of the real property of the Co-op, such resolution shall not become effective until it is approved by a two-thirds (2/3) majority of the votes cast at a meeting of members duly called for that purpose.
- c. If the proposed sale or lease of the real property of the Co-op is to be with vacant possession, then the Board may resolve to terminate the occupancy rights of the members occupying the Units on the property when it passes its resolution to sell or lease the real property. If the resolution to terminate the occupancy rights is confirmed by a meeting of members, the termination shall take effect on the date set out in the resolution at least three (3) months after the meeting of the Board referred to in subparagraph (a).

During the three (3) month or greater period, all members occupying the units on the property to be sold or leased shall be given priority on the waiting list for allocation of new Units. If no new Unit has been allocated to them by the end of the three (3) month or greater period, their right to occupy shall be terminated, effective at the end of such period, but they shall continue to receive priority on the internal waiting list until they have been offered two suitable Units. Thereafter they shall be deleted from the list.

- d. If the proposed sale is not with vacant possession, then the members occupying the Units on the property shall have a right to remain in possession of their Units, but may elect by notice in writing to the co-op that they wish to remain resident members of the Co-op, in which case they shall be given priority on the internal waiting list. They shall continue to receive such priority until they have been offered two suitable Units, whether that is before or after the sale of the real property. Thereafter they shall be deleted from the list.

### 30. Expropriation

- a. If the whole or party of any Unit is expropriated, members' rights to occupy such Unit as against the Co-op shall terminate on the day when the expropriating authority obtains possession. Charges shall be paid to that date but no further charges shall be due thereafter.
- b. To implement the non-profit policy of the Co-op, compensation received by a member on expropriation except for compensation for disturbance or relocation expenses shall be the property of the Co-op and any rights in such compensation held by members are hereby assigned to the Co-op. The Co-op shall be subrogated to the members' rights to prosecute any claim for compensation and if a member receives any of the compensation assigned to the Co-op under this paragraph, it shall immediately be paid to the Co-op.
- c. Where the Co-op reasonably expects a Unit to be expropriated, each member occupying a Unit expropriated shall have priority on the internal waiting list for any Unit for which s/he qualifies until two suitable Units are offered to him/her. Thereafter they shall be deleted from the list.

## ***Article 8 – Occupancy by Members***

### 31. Proof of Income

- a. Each member shall provide the Co-op with a statement of his/her income and family size annually, or more frequently as may be required to comply with agreements with Canada Mortgage and Housing Corporation, the Province of Ontario or Ministries or Agencies thereof, or the lessor. Such statement shall include a statement of family size, date of occupancy of the Unit, and such

reasonably required. During the year each member shall promptly report to the Co-op any change in the information given.

- b. If the Co-op is investigating a member's income, family size or other qualifications, the member shall co-operate fully and give complete information in the form required to the Co-op for the purpose of its investigation.
- c. All information received by the Membership Committee, the Board, members of the Co-op or staff under this section shall be confidential and shall not be revealed to anyone except as required for the purpose of this By-law and the Agreements referred to in this paragraph.

### 32. No Strangers

When a Unit has been allocated to a member or members, no person other than the member or members may occupy the Unit except as provided in this Agreement.

### 33. Persons Under Eighteen

Persons under eighteen (18) years of age may occupy a Unit as part of a member's household. When any such person becomes eighteen (18) s/he shall apply for membership in the Co-op, and if accepted, shall sign an Occupancy Agreement. If not accepted, s/he may continue to reside with his/her family and members occupying such Unit shall continue to be responsible therefore.

### 34. Guests

No member shall have any guests in his/her Unit for a period greater than three (3) months without the permission of the Board. If permission is refused, the guest shall cease to occupy the Unit on such date as the Board may determine and any continued occupancy after that date shall be considered a default by the members occupying the Unit.

### 35. Vacancy

The member agrees not to abandon or permit the Unit to be vacant for more than a consecutive period of thirty (30) days, or during the regular heating season for a period of not more than forty-eight (48) hours, without notifying the Board of Directors, or the Maintenance Committee in writing.

### 36. Roomers, Boarders, Etc.

- a. No member shall have a roomer, boarder or other person sharing the Unit with him/her unless such person has applied for membership in the Co-op and been accepted and allocated the Unit on a sharing basis. If accepted, such person must sign an Occupancy Agreement. If any person occupies a Unit without applying for membership, or after having been refused

membership s/he shall cease to occupy the Unit on such date as the Board may determine. Any continued occupancy after that date shall be considered a default by the members occupying the Unit.

- b. Notwithstanding (a) above. Those persons requiring special care and who need an attendant or attendants to live with them shall be permitted to have that attendant(s) reside with them without the attendant(s) applying for membership. Those attendants shall have the same status as any dependant.

### 37. Shared Expenses

To implement the non-profit policy of the Co-op, any arrangement for sharing expenses with a guest, roomer, boarder or other person occupying a Unit, or among members occupying a Unit, shall distribute expenses on a flat, reasonable and equitable basis and shall not directly or indirectly permit a profit to any member.

### 38. No Assignment

No member may assign, sublet or part with the possession of his/her Unit except with the prior consent of the Co-op which consent may not be unreasonable or arbitrarily withheld.

### 39. Sub-Occupancy

- a. Any member who desires to leave the Co-op temporarily for a period of not more than twelve (12) months may sublet his/her Unit, but only on the terms of the Sub-Occupancy Agreement attached hereto as Schedule "E". Prior to the commencement of any term or sub-occupancy, the member and all sub-occupants shall sign and deliver to the Co-op a Sub-Occupancy Agreement in the form attached hereto as Schedule "E", and an Agreement by the sub-occupants to terminate in the form attached hereto as Schedule "F".
- b. No term of sub-occupancy may be longer than twelve (12) months. If the term is longer than one (1) month, the sub-occupant must be approved by the Membership Committee.

## *Article 9 – Liability and Insurance*

### 40. Co-op Liability and Insurance

The Co-op shall be liable for any damage caused by the Co-op or its employees to the persons or property of the members and their families. This shall include damage caused by any defects in buildings or equipment owned or rented by the Co-op.

The Co-op shall maintain insurance including, but not limited to, the following:

- a. Fire and extended coverage, boiler and machinery insurance, and public liability insurance in amounts required by any lease, mortgage,



subdivision, agreement or other municipal requirements, or as the Board may reasonably determine.

- b. Fidelity bonding for its employees in such amounts as the Board may reasonably determine, or as the Co-op may be required to maintain by its mortgage, lessor or government authority.

#### 41. Members' Liability and Insurance

The members of the Co-op shall be liable to the Co-op for any damage to the Units or other parts of the Co-op's property caused by them, their family, guests and invites and may maintain insurance thereof.

### ***Article 10 – Termination of Occupancy by Member***

#### 42. Notice Required

- a. A member may terminate his/her occupancy in the Co-op by giving two (2) months' notice in writing, with the two (2) months ending on the day preceding a day for payment of monthly charges. The member's right to occupy his/her Unit shall terminate at the end of the two (2) month notice period.
- b. During the period of notice, the member's rights and obligation shall remain in full force and effect. On the expiration of the two (2) months, if the member vacates the Unit in accordance with the notice, his/her obligations to the Co-op shall end, but any outstanding obligations to the Co-op existing on that date shall continue until satisfied.

### ***The Co-operative Evicts a Member***

#### 43. Terms Used in This By-law

The *Act* uses the terms "terminating membership and occupancy rights" when referring to members. In this By-law this act of the Co-operative is referred to as "evict the member" or "eviction". A copy of the rules in the *Act* that apply to ending the membership and occupancy rights of a member are contained in Schedule I.

#### 44. When the Co-operative Can Evict a Member

- a. The Board can evict a member if the member:
  - i. owes housing charges to the Co-operative at the time of the board meeting.
  - ii. has been repeatedly late in paying housing charges.
  - iii. has broken the by-laws (or the policies or any occupancy agreement or other agreement with the Co-operative) in a way the board considers serious, or
  - iv. has repeatedly broken the by-laws (or the policies or any occupancy agreement or other agreement with the Co-

operative) in a way the board considers serious, even if the member has corrected the situation when given notice.

- b. The board can also evict a member if someone the member is responsible for, under the by-laws, has done any of the above.
- c. The board can evict a member under Article 6, paragraphs 27 & 28 and 30 of this By-law.

#### 45. How the Co-operative Can Evict a Member

- a. The board must make a decision by majority vote to evict a member. The board can base its decision on the model Eviction Decision in Schedule C of this By-Law.
- b. Before making an eviction decision, the board must give written notice to the member of a board meeting held to consider the eviction of the member. This notice must be given to the member at least ten days before the meeting. The notice must be signed by a director.
- c. The notice must state:
  - i. the time and place of the board meeting; it may also state a time when the board will discuss the member's eviction during that meeting.
  - ii. the reasons for the proposed eviction
  - iii. the member's unit number
  - iv. the proposed eviction date, and
  - v. the fact that the member need not vacate the unit, but that the Co-operative may obtain a writ of possession after it evicts the member.
- d. The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- e. The notice must state the proposed eviction date. The date to be inserted in the notice will be the following number of days after the board meeting:
  - i. **ten** days if the member owes charges to the Co-operative
  - ii. **ninety** days if the member's household size breaks the Co-operative's occupancy standards and the Co-operative does not have a unit of appropriate size
  - iii. thirty days if the member's household size breaks the Co-operative's occupancy standards and the member refused a unit of appropriate size, or the date that is ninety days after the board meeting which decided the member should move, whichever is later
  - iv. **thirty** days for all other reasons.

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

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

The notice must contain the information in the model Notice to Appear in Schedule B of this By-law.

- g. If the board decides to evict a member, it must give the member a written Notice of Eviction Decision. The notice must be given within five days of the meeting. The notice must be signed by the secretary, or any director.

The eviction decision of the board may be in the form of the model Notice of Eviction Decision attached as Schedule C of this By-law. The eviction notice may be in the form of the model Notice of Eviction Decision attached as Schedule D of this By-law.

#### 46. Right of Appeal

- a. A member can appeal the board's decision. If the member appeals, the decision is not effective until the appeal is decided or dropped.
- b. A member who wants to appeal must give a notice of appeal to the Co-operative office within seven days of the date on which the Notice of Eviction Decision was given.
- c. When the Co-operative receives a member's notice of appeal the Co-operative must:
  - i. call a general meeting of the members, giving proper notice, or
  - ii. put the matter on the agenda of another general meeting of members.

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

- d. Everyone who received notice of the general meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the *Act*.
- e. The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- f. The meeting can confirm the board's decision, or replace it with any other decision which the board could have made.

- g. The board's decision is confirmed if:
  - i. the meeting does not make a decision to change the decision, or
  - ii. a quorum is not present at the meeting or at the time of the vote.
- h. If the appeal is unsuccessful, the eviction date will be two days after the general meeting, or on the date stated in the Notice of Eviction Decision, whichever is later. However, the general meeting can set a later date for eviction.

#### 47. Legal Action

- a. The board can decide to take legal action as a result of decisions under previous sections. The board does not have to wait until the eviction date to start legal action.
- b. The board can choose someone to deal with legal actions for the Co-operative. It can do this either by making it part of that person's job description or by a board decision. This person can:
  - i. give all necessary instructions to the Co-operative's lawyers, and
  - ii. make a settlement or other agreement after consulting with the Co-operative's lawyers.

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

#### 48. Performance Agreements

- a. The co-op can sign a performance agreement with the member. When a member and the Co-operative sign a performance agreement, any outstanding eviction decision is cancelled unless the performance agreement suspends the decision instead. If the decision is suspended, the performance agreement will set out how and when the Co-operative may act on the decision. This will include:
  - i. what the member must do to break the agreement before the Co-operative can act on the eviction decision
  - ii. what the Co-operative must do before it can act on the eviction decision, including what notice must be given to the member.
- b. The performance agreement may state how the member will:
  - i. carry out obligations in the future
  - ii. correct any past problem,
  - iii. compensate the Co-operative for any losses,

- iv. set out what the Co-operative may do if the member breaks the agreement, including acting on any eviction decision that has been suspended.

The board must authorize every performance agreement except under 48 (b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

- c. The board can use the model Performance Agreements in Schedules G and H of this By-law.
- d. If the member breaks the performance agreement, the Co-operative can act on any suspended eviction decision if it follows the requirements of the performance agreement. If there is not suspended decision, then the board must start the procedure to evict the member over again. In that case, breaking the performance agreement does not itself give the Co-operative the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members or a judge.
- e. When signing a performance agreement, the board can decide that an eviction decision will not be effective if the member:
  - i. pays the amounts owed, or
  - ii. carries out any acts that the board states in the decision within the time period stated in the decision.

#### 49.1 Non-Members in a Member Unit

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

#### 49.2 Abandonment

If a member abandons his/her Unit, the Co-operative may enter the Unit and allocate it to another member, and any losses or costs resulting to the Co-operative shall be the responsibility of the abandoning member.

### ***Article 11 – Withdrawal from Membership***

#### 49. No Withdrawal from Membership

A resident member may not withdraw from membership in the C-op without terminating his/her occupancy in the Co-op. If a member serves notice of withdrawal from membership under the provisions of The Co-operative Corporations Act, s/he shall be deemed to have

given two (2) months notice to terminate occupancy in accordance with paragraph 43 at the same time. If the member fails to vacate his/her Unit in accordance with paragraph 43, the Co-op may apply for a Writ of Possession and take such other proceedings the Board sees fit against the member without the necessity of following the provision of paragraph 44 and 45.

50. No Termination of Occupancy Without Withdrawal

No member may terminate his/her occupancy rights in the Co-op under paragraph 47 without also withdrawing from membership in the Co-op and the delivery of a notice of termination under paragraph 43 of this By-law shall be deemed to be the delivery of a notice of intention to withdraw from membership under the provision of the Co-operative Corporation Act.

51. Abandonment

Any member who has abandoned his/her Unit will be deemed to have given notice of intention to withdraw from membership in the Co-op on the day of abandonment unless written notice to the contrary is given to the Co-op.

52. When Occupancy Rights Terminated

- a. Any member whose occupancy rights have been terminated under Article 44 of this By-law shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which possession is recovered by the Co-op, unless written notice to the contrary is given to the Co-op.
- b. Any member who ceases to have a right to occupy, reoccupy, or remain on the internal waiting list for a Unit in the Co-op under paragraphs 27, 28, 29, 30, 31, shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which s/he ceases to have such right, or cease to remain on the internal waiting list as the case may be, unless written notice to the contrary is given to the Co-op.

53. Expulsion from Membership

Any member who is no longer resident in the Co-op may be expelled from membership in accordance with the procedure set out in The Co-operative Corporations Acts.

*Article 12 – Miscellaneous*

54. Subordination

- a. The rights granted to members in this By-law shall be subject and subordinate to the terms and provisions of any agreements with or requirements of Canada Mortgage and Housing Corporation, any restriction, or covenants running with the land of the Co-op, their

terms or any mortgage or agreements with the mortgage or those which may be duly entered into the future by the Co-op. The members shall execute any documents which the Co-op or lender may deem necessary or desirable to give effect to this paragraph.

- b. The members agree that the Co-op may enter into agreements respecting rent supplements with federal, provincial or municipal governments or agencies and agree to abide by the restriction, or obligation, imposed thereby.
- c. The Co-op, and each and every officer and future officer, shall be the irrevocable attorney in fact of each member to execute any such instrument on behalf of the members. The members shall be deemed to have waived and shall not have any rights to notice of any default or notice of foreclosure or other legal action on any such ground lease or mortgage. The Co-op shall be the agent of each member to receive and accept such notice on the member's behalf, if such notice is necessary.

#### 55. Time

Time shall be of the essence of this By-law and the performance of duties of the Co-op and its members.

#### 56. Procedural Irregularities

No minor defect in the procedure or in the notice given with respect to any matter dealt with in this By-law, including termination of occupancy under paragraphs 43 and 44, shall invalidate any decision made, if there has been substantial compliance with the provision of this By-law. Any member may waive, in writing or by conduct, any defect in the procedure with respect to any matter dealt with in this By-law.

#### 57. Partial Invalidity

If any clause or provision of this By-law or any By-law of the Co-op affecting the occupancy rights of members shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this By-law or any agreement with any member pursuant to this By-law, or constitute any cause of action in favour of the Co-op or any member.

#### 58. Planning Act

This By-law and agreements made pursuant to it shall be effective to create an interest in land or give a term of occupancy of twenty-one (21) years or more only if the provision of section 49 of The Planning Act are complied with. However except as to the creation of an interest in the land, this By-law and agreements made pursuant to it shall remain in full force and effect, despite any compliance with the said provisions.

59. Policies

Wherever this By-law refers to a Policy of the Co-op attached as Schedule, or to the Rules and Regulations, such Policy or Rules and Regulations shall be considered a part of this By-law may be amended. If at the day of the passing hereof, or at any other time, any of the Policies or Rules and Regulations referred to in this By-law is not in existence or has not yet been adopted, any reference to such Policy or Rules and Regulations or decision made by the Board or members from time to time dealing with the matter covered by such Policy or Rules and Regulations.

60. Oral Representation Not Binding

No representation other than those contained in this Occupancy By-law, Certificate or Incorporation, By-laws and Resolution of the Co-op shall be binding and effective to change, modify or discharge this Occupancy Agreement in whole or in part unless such agreement is in writing and signed by the parties against whom enforcement of the change, modification or discharge is sought.

61. Waivers

The failure of the Co-op to insist in any one or more instances, upon the strict performance of any of the provisions of this Occupancy By-law or the By-laws of the Co-op, or to exercise any right or option therein contained, or to serve any notice, or to institute any action or proceeding, shall not be construed a waiver, or relinquishment for the future, or any such provision, options or rights, but such provision, option or right shall continue and remain in full force and effect. The receipt by the Co-op of the Housing Charge or any other charges with knowledge of the breach of any covenant of this Occupancy By-law shall not be deemed as a waiver of such breach, and no waiver by the Co-op of any provision of this Occupancy By-law shall be deemed to have been made unless in writing expressly approved by the Board of the Co-op.

62. Conflict

In the event of conflict between the Articles of Incorporation or By-laws and this Agreement, the Article of Incorporation or By-laws shall govern, but nothing in them may remove the member's right to exclusive possession of his/her Unit so long as the member is performing his/her obligation herein and so long as the Co-op is continued in its existing form and without damage or expropriation.

63. Notice

- a. The following table is a summary of the notice period required for the various items set out below. If there is any conflict between this table and the appropriate paragraph of this By-law, then the paragraph of the By-law shall govern.



Paragraph	Event	Period to Elapse Between Delivery of Notice and Event
		(Exclude both day of notice and day of event except in the case of notice in hours)
	Members Meetings	As set out in By-law No. 1 (subject to Co-op Corporations Act)
19	Budget	1 week
20	Notice of Change in Charges	As soon as possible after budget meeting (change effective 60 days after meeting)
24	Enter Unit	24 hours
28	Change Unit	7 days
30	Sale of Unit	7 days
44 a)	Default	10 days
44 e)	Termination	Less than 2 days after meeting, effective as set out paragraph 45

- b. All notices referred to in this table except the notice to enter for inspection in paragraph 24 shall be in writing and shall be sufficiently given if handed personally or left with the member, or left in the mailbox, slipped under the door, taped to the door, or otherwise delivered to the Unit, it shall be sufficient delivery to all members occupying the Unit, if one notice is left at the Unit.

65. Amendment

- i. This By-law shall come into force only after being passed by a resolution of the Board and confirmed by a two-thirds (2/3) majority of the votes cast at a meeting of members, and may be amended only in the same manner and by the same majority.

66. Interpretation

- ii. This By-law of the Co-operative the singular shall include plural, the singular of the word "person" shall include firms and corporations. Whenever reference is made in the By-law to any statute or section thereof such references shall be deemed to extend and apply to any amendment to said statute or section, as the case may be.

PASSED by the Board and sealed with corporate seal of Co-operative this 14<sup>th</sup> day of April, 1988.

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President

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Secretary

**CONFIRMED** by two-thirds (2/3) of the votes cast at a general meeting of members, this  
day        2004.

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President

---

Secretary

## BY-LAW NO. 3 MEMBER RELATIONS BY-LAW

### *Article 1 – Purpose*

- 1.01 The purpose of this by-law is to establish a fair, consistent and workable method for resolving problems within the Co-op. There are five specific causes for termination of occupancy:
  - a. Failure to pay housing charges
  - b. Non-participation
  - c. Interference by one member, the member's family or guests with any other's use and quiet enjoyment of their home and the common areas of the Co-operative.
  - d. Failure to carry out maintenance responsibilities.
  - e. Any breaches of the By-Laws or rules of the Co-op.

### *Article 2 - Member Relations Committee*

- 2.01 The Board will appoint a Member Relations Committee, or may refer the duties of such a committee to any standing or special committee in severe circumstances.

### *Article 3 - Registering and follow up on a Complaint*

- 3.01 Any member who feels that another member has breached the by-laws or rules of the co-op should try to speak to the member personally.
- 3.02 If a member finds that the problem cannot be solved through personal contact, or on the rare occasion that a member finds it difficult to approach a member personally about a problem, the member will submit a written, dated, signed complaint to the coordinator of the Co-op. The coordinator will make photocopies of the original complaint and assign a number to the complaint, then put the original and a copy of the complaint into the confidential file of both members concerned. The coordinator will refer a copy of the said complaint to the Member Relations Chair, who will in turn delegate two investigating members of the committee to deal with the complaint. Only then will these persons know the names of the parties involved in the dispute.
- 3.03 Complaints referred to the Member Relations Committee must be in writing (preferably printed), dated, and signed by the member making the complaint. Any unsigned document will be considered null and void.

- 3.04 If it is considered necessary, the Member Relations Chair will appoint an investigating team of two members of the Committee to investigate sufficiently to determine whether or not the by-laws and rules of the Co-op have been violated and interview all of the people involved in the complaint.
- 3.05 When it has been determined that a member is not carrying out his or her responsibilities or is not behaving in accordance with the rules and by-laws of the Co-op, the committee will attempt to ascertain why and explore solutions to the problem with the member in question. The committee, however, will not attempt to intervene or provide services where professional help (social or medical) is needed.
- 3.06 A settlement agreement will be drawn up. If one or more of the members involved in the complaint refuse to sign the settlement agreement, or do not comply with the settlement agreement, then the matter will be referred back to The Member Relations Committee to determine whether outside mediation is necessary. If the mediation process is not successful then the matter will be referred to The Board of Directors.

#### ***Article 4 - Referrals To The Board of Directors***

- 4.01 Complaints referred to the Board by the Member Relation Committee will be dealt with in the following manner:
  - a. The Member Relations Committee will provide a written background report to the Board prior to discussion at a Board Meeting and will give a copy of this report to each of the members involved in the complaint. The background report may include a recommendation to terminate the occupancy rights of the member.
  - b. Parties to the complaint will have the opportunity to be heard by the Board.
  - c. In determining the final resolution of the complaint, the Board will comply with the occupancy by-law in terms of the prescribed notices, notice periods and rights of members.

#### ***Article 5 - Division of Responsibilities***

- 5.01 This by-law does not apply to dispute between members which do not involve an alleged breach of the Co-op's by-laws and rules.
- 5.02 Complaints which are not within the jurisdiction of the Member Relations Committee, or which the Member Relations Committee does not feel that it can resolve, will be referred by the Member Relations Committee to The Board of Directors.

- 5.03 The Board has the final authority to resolve disputes and ultimately to terminate the right of a member to remain living in the Co-op for breach of the Co-op's by-laws and rules in accordance with the occupancy by-law.

***Article 6 - Confidentiality***

- 6.01 The staff, Member Relations Committee and Board will keep confidential all information relating to complaints submitted to them.
- 6.02 Meetings of the Member Relations Committee and the Board where complaints are being discussed, are not open to general members.

***Article 7 - Conflict of Interest and Bias***

- 7.01 The Member Relations Committee and the Board will make every effort to ensure that the persons designed to investigate a complaint are unbiased.
- 7.02 Any member of the Member Relations Committee or Board with a conflict of interest or bias must declare that conflict and abstain from contributing to any decision-making concerning that complaint.

***Article 8***

- 8.01 Members of the Member Relations Committee will be removed from the committee for breach of confidentiality.

Passed by the Board of Directors and sealed with the corporate seal of the Co-operative on this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

**Confirmed by at least two-thirds of the votes cast at a General Meeting of Members**  
this \_\_\_\_\_ day of \_\_\_\_\_, 1989.

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
PRESIDENT

## SCHEDULE A OCCUPANCY AGREEMENT

If you are receiving housing charge assistance, “Terms of the Member’s Housing Charge Subsidy, Appendix C” is part of this agreement.

Please print or type. Add additional pages if necessary.

**List each  
Member in the  
Member Unit:**

1.

2.

3.

**Address of  
Members Unit:**

Unit # & Street:

City:

**Date of  
Occupancy:**

**Membership  
Terms:**

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

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

**Signature(s) of  
Member(s):**

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

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

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

**Signature for  
the Co-op:**

Co-op
-------

By:	Date:
-----	-------

## APPENDIX A CHARGES TO THE MEMBER(S)

These figures may change from time to time.

**Please print or type. Add additional pages if necessary.**

**List each  
Member in the  
Member Unit:**

1.

2.

3.

**Address of  
Member Unit:**

Unit # & Street:

City:

**Monthly Charges as of \_\_\_\_\_, 20\_\_\_\_.**

**Housing Charge**

**Housing Charge Assistance**

-

**Your Housing Charge is:**

**Parking Charge**

+

**Your Total Housing Charge is:**

**Member Deposit:**

**Signature(s) of  
Member(s):**

Member 1:

Date:

Member 2:

Date:

Member 3:

Date:

Member 4:

Date:



## SCHEDULE B NOTICE TO APPEAR

**Please print or type. Add additional pages if necessary.**

**To Members:**

**List each  
Member in the  
Member Unit:**

1.

2.

3.

**Address of  
Member Unit:**

Unit # & Street:

City:

The board of directors is going to consider ending your membership and occupancy rights at a board meeting.

*Fill in the date of the meeting; the room or location, the street address and the municipality, the start time and the time the member should arrive. If the member has to arrive at the beginning of the meeting, put a line through the words "but you do not have to arrive before \_\_\_\_\_ p.m."*

This meeting will be on \_\_\_\_\_, 20\_\_\_\_, in the \_\_\_\_\_ at \_\_\_\_\_, \_\_\_\_\_, Ontario. The board meeting will start at \_\_\_\_\_ p.m., but you do not have to arrive before \_\_\_\_\_ p.m.

*Earliest possible date, based on meeting date and by-laws.*

The proposed date for ending your membership and occupancy rights is \_\_\_\_\_, 20\_\_\_\_. The board may set a later date.

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

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

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

The Grounds for ending your membership and occupancy rights are:

*Check one or both  
(if appropriate).*

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

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

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

*Paragraph(s) that  
the member has  
broken.*

*Paragraph that  
provides for  
eviction.*

*Describe the details  
of what the member  
did wrong,  
including dates of  
appropriates.*

### Arrears:

☐

1. You owe the co-op \$\_\_\_\_\_ of housing charges as of \_\_\_\_\_, 20\_\_\_\_. This is contrary to paragraph \_\_\_\_\_ of the \_\_\_\_\_ By-law (By-law No. \_\_\_\_\_).

☐

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

### Other:

3. Specific:

General:

Details:

**Signature for  
the Co-op:**

Co-op

By:

Date:

**SCHEDULE C  
BOARD OF DIRECTORS  
EVICTION DECISION**

**Please print or type. Add additional pages if necessary.**

**Members:**

**List each  
Member in the  
Member Unit:**

1.

2.

3.

4.

**Address of  
Member Unit:**

Unit # & Street:

City:

**Background:**

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

1. The Co-operative gave the member(s) a Notice to Appear as required by paragraph \_\_\_\_\_ of the \_\_\_\_\_ By-law (By-law No. \_\_\_\_\_) and section 171.8 of the *Co-operative Corporations Act* (as mentioned by Bill 166).

*Put a line through  
the incorrect  
phrases.*

2. The member(s) (attended/did not attend) the board meeting. A representative of the member(s) (attended/did not attend) the board meeting.
3. This decision was made by a majority of the directors at the proper meeting.

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

**Decision:**

4. The occupancy rights of the member(s) in the above unit are ended on \_\_\_\_\_, 20\_\_\_\_. The membership of the member(s) in the Co-operative is ended on the above date.

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

### Reasons:

5. The board of directors made its decision because:

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

1. You owe the co-op \$\_\_\_\_\_ of housing charges as of \_\_\_\_\_, 20\_\_\_\_. This is contrary to paragraph \_\_\_\_\_ of the \_\_\_\_\_ By-law (By-law No. \_\_\_\_\_).

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

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

*Repeat for each additional reason.*

### Other:

*Paragraph(s) that the member has broken.*

3. Specific:

*Paragraph that provides for eviction.*

General:

*Describe the details of what the member did wrong, including dates of appropriates.*

Details:

*Complete if there are conditions the member can meet to stop the eviction.*

### Further Decision:

*Fill in "The membership and occupancy rights of the member will not end if" and the condition such as signing a Performance Agreement or making payments at certain times. Insert full name of Co-op and date of board meeting*

Resolution of the board of directors of \_\_\_\_\_,  
passed \_\_\_\_\_, 20\_\_\_\_ at a proper meeting, which  
resolution is still in effect and has not been amended.

**Signature for  
the Co-op:**

Co-op

By:

Date:

## SCHEDULE D NOTICE OF BOARD OF DIRECTORS EVICTION DECISION

**Please print or type. Add additional pages if necessary.**

**To Members:**

**List each  
Member in the  
Member Unit:**

1.

2.

3.

4.

**Address of  
Members Unit:**

Unit # & Street:

City:

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

A meeting of the board of directors was held on \_\_\_\_\_, 20\_\_\_\_. You were given a Notice to Appear to be considered at the meeting. The board of directors decided to end your occupancy rights in the above unit on \_\_\_\_\_, 20\_\_\_\_, and decided to end your membership in the Co-operative on that date. (See the attached Board of Directors Eviction Decision.)

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

*Repeat the date the  
member is to move  
out.*

Leave your unit by \_\_\_\_\_, 20\_\_\_\_. If you do not, the Co-operative will start a court proceeding against you.

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

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

Co-op

**Signature for  
the Co-op:**

By:

Date:

## SCHEDULE "E" SUB-OCCUPANT AGREEMENT

BETWEEN:

CHARLES DARROW HOUSING CO-OPERATIVE INC.

Hereinafter called the "Co-op"

- and -

---

hereinafter called the "Member"

- and -

---

hereinafter called the "Sub-Occupant"

WHEREAS the member is the occupant of \_\_\_\_\_ in the City of \_\_\_\_\_, (hereinafter called the "Unit"), and the Co-op is the owner of the property, and the Member has requested permission to grant temporary sub-occupancy rights to the Sub-occupant and the Co-op has consented.

1. The Member hereby surrenders to the Co-op his/her right to occupy the Unit for a term of \_\_\_\_\_ months commencing \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.
2. The Co-op, as landlord, hereby leases to the Sub-occupant as tenant the Unit for a term of \_\_\_\_\_ months commencing \_\_\_\_\_, 20\_\_\_\_ and ending \_\_\_\_\_, 20\_\_\_\_.
3. The Sub-occupant agrees with the Member and the Co-op to observe all the terms of and to perform all the obligations of the Member under the Member's Occupancy Agreement, the Articles By-laws, Rules and Regulations and Policies of the Co-op (insofar as they are applicable to him/her) and to pay to the Co-op the monthly housing charge of \$ \_\_\_\_\_ or such other monthly housing charge as may be payable for the Unit. A copy of the said documents is available at the Co-op office. The housing charge set out above shall be payable by the Sub-occupant directly to the Co-op at its office monthly in advance by cheque.
4. The Member agrees with the Co-op that s/he shall remain fully liable for the payment of the housing charge and the performance of all the obligations of the Sub-occupant.
5. The relationship between the Co-op and the Sub-occupant shall be that of landlord and tenant and shall be subject to the provisions of Part IV of the Landlord and Tenant Act.

6. The Sub-occupant agrees to terminate his/her tenancy and vacate the Unit at the end of that term as set out above. No extension or change in the term shall be permitted without the consent in writing of the Co-op.

7. If the occupancy rights of the Member in the Co-op are terminated, or if the Member resigns from membership or his/her membership rights are terminated, the term of this Sub-occupancy Agreement shall be deemed to end on the day of such termination, and if the Sub-occupant remains in possession thereafter, it shall be as a monthly tenant of the Co-op. No such termination shall relieve the Member of his/her obligations during the original term of this Agreement or so long as the Sub-occupant remains in possession of the Unit.

8. The Sub-occupant agrees to sign an Agreement to Terminate under the provisions of Section 106 (s) of the Landlord and Tenant Act, so that the Co-op may regain possession at the end of the term.

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

CHARELS DARROW HOUSING CO-OPERATIVE INC.

Per: \_\_\_\_\_

\_\_\_\_\_  
Member

\_\_\_\_\_  
Sub-occupant



## SCHEDULE "F"

## THE LANDLORD AND TENANT ACT

Re: Sub-Occupancy of Unit \_\_\_\_\_

CHARLES DARROW HOUSING CO-OPERATIVE INC., landlord, and

\_\_\_\_\_, tenant, hereby agree to terminate the tenancy with  
 (sub-occupant's name)

respect to the premises known as \_\_\_\_\_, in the City of

Scarborough, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

I, \_\_\_\_\_, tenant understand that I must deliver up  
 (sub-occupant's name)

vacant possession and occupation of the premises on that date and that this Agreement may be

enforced by the Writ of Possession (eviction order) if I fail to do so.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.  
 (date of signing this Agreement)

CHARLES DARROW HOUSING CO-OPERATIVE INC.

Per: \_\_\_\_\_

\_\_\_\_\_  
 (signature of tenant)

## SCHEDULE G PERFORMANCE AGREEMENT ARREARS AND LATE PAYMENT

**Please print or type. Add additional pages if necessary.**

**To Members:**

**List each  
Member in the  
Member Unit:**

1.

2.

3.

4.

**Address of  
Members Unit:**

Unit # & Street:

City:

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

The board of directors decided to end your membership and occupancy rights at a meeting on \_\_\_\_\_, 20\_\_\_\_.

You admit that the following is true:

*Fill in one of these.*

☐

1. You owe the co-op \$\_\_\_\_\_ of housing charges as of \_\_\_\_\_, 20\_\_\_\_. This is contrary to paragraph \_\_\_\_\_ of the \_\_\_\_\_ By-law (By-law No. \_\_\_\_\_).

☐

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

**Signature for  
the Co-op:**

Co-op

By:

Date:

## SCHEDULE H PERFORMANCE AGREEMENT

**Please print or type. Add additional pages if necessary.**

**List each  
Member in the  
Member Unit:**

1.

2.

3.

4.

**Address of  
Members Unit:**

Unit # & Street:

City:

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

The board of directors decided to end your membership and occupancy rights at a meeting on \_\_\_\_\_, 20\_\_\_\_.

You admit that the following is true:

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

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

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

**Signature(s) of  
Member(s):**

Member 1:

Date:

Member 2:

Date:

Member 3:

Date:

Member 4:

Date:

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

2) You agree to pay you entire debt on the following schedules:

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

- a) \$\_\_\_\_\_ when you sign this Agreement
- b) \$\_\_\_\_\_ on or before \_\_\_\_\_, 20\_\_\_\_\_.
- c) \$\_\_\_\_\_ a month from then on.

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

- 3) You agree to pay your monthly housing charges on or before the first day of each month from the date this agreement is signed.
- 4) You agree to make the above payments by certified cheque or money order. You agree to make these payments to the co-op office by 4 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, you can make the payment on the next business day.
- 5) You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.
- 6) 5. You must meet all the deadlines in this Agreement. You must not miss any of them unless you have authorization from the co-op.

**Please print or type. Add additional pages if necessary.**

**List each  
Member in the  
Member Unit:**

1.
2.
3.
4.

**Address of  
Members Unit:**

Unit # & Street:
City:

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

The board of directors decided to end your membership and occupancy rights at a meeting on \_\_\_\_\_, 20\_\_\_\_.

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

You admit that the following is true:

**Signature(s) of Member(s):**

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

**Signature for the Co-op:**

--

By::	Date:
------	-------

## SCHEDULE I

Rules that apply to ending the membership and occupancy rights of a member of a non-profit housing co-operative,

(An extract from the *Co-operative Corporations Act*.)

### 171.8

#### **Procedure for terminating membership, etc.**

The following rules apply:

- 1) Membership and occupancy rights may be terminated only by a majority of the board of directors at a meeting of the board.
- 2) Membership and occupancy rights may be terminated only if the member ceases to occupy a member unit or on a ground set out in the by-laws. Membership and occupancy rights may not be terminated on a ground in the by-laws that is unreasonable or arbitrary.
- 3) The member shall be given written notice that the board of directors will consider terminating the member's membership and occupancy rights. The notice must be given at least ten days before the meeting of the board of directors at which the matter will be considered.
- 4) The notice must be signed by a director of the co-operative or by any other person authorized by the by-laws for the purpose and must,
  - a) set out the time and place of the board's meeting,
  - b) set out the grounds for the proposed termination,
  - c) identify the member unit to which the member has occupancy rights,
  - d) specify the date of the proposed termination,
  - e) advise the member that he or she need not vacate the member unit but that the co-operative may obtain possession of the unit by obtaining a writ of possession following the termination of the member's membership and occupancy rights,
  - f) advise the member he or she may appear and make submission at the board's meeting, and
  - g) advise the member that he or she may appeal the board's decision to the members.
- 5) If a meeting is adjourned no new notice is required if the time and place of the continuation of the meeting is announced at the original meeting.
- 6) The member has a right to appear, either personally, or by agent or counsel, and to make submissions at the meeting of the board of directors.
- 7) In a decision to terminate the member's membership and occupancy

rights, the board of directors may specify a date for the termination that is later than the proposed date that was specified in the notice to the member.

- 8) The member shall be given written notice of the decision of the board of directors within five days after the board's meeting. The notice must be signed either by the secretary of the co-operative or by a person authorized by the by-laws for the purpose.
- 9) The member may appeal the board's decision to the members. The effect of the decision is suspended until the appeal is disposed of or abandoned.
- 10) To appeal, a member must give written notice to the co-operative within seven days, or such longer period as the by-laws provide, after the notice of the board's decision has been given to the member under paragraph 8.
- 11) The appeal shall be considered at a meeting of the members held at least fourteen days after the notice to appeal is received.
- 12) If the co-operative receives written representations with the member's notice of appeal, the board of directors shall, subject to subsection (4), ensure that a copy of the representations is given, before the meeting at which the appeal will be considered, to each member entitled to receive notice of the meeting. The distribution of the representations shall be at the co-operative's expense. This paragraph does not apply if the representations exceed 5,000 words.
- 13) The member has a right to appeal, either personally or by agent or counsel, and to make submission at the meeting of the members.
- 14) The appeal shall be decided by a majority vote of the members and the members may confirm, vary or set aside the board's decision. If no decision is made by the members or if there is not quorum at the meeting or if there is no longer a quorum when the vote is to be taken, the board's decision shall be deemed to have been confirmed.

**Idem**

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

**Refusal to distribute**

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

- (a) are not related to the appeal; and

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

<b>Notice of refusal</b>	If the board of directors refuses to distribute copies of a member's representations, the board shall ensure that written notice of its refusal together with written reasons for it are given to the member within ten days after the representations were received by the co-operative.
<b>Application to court</b>	Upon application by a member whose representations the co-operative has refused to distribute, the Ontario Court (General Division) may restrain the holding of the meeting at which the appeal will be considered and may make any further order it thinks fit.
<b>Advance determination</b>	The board of directors or any other person aggrieved by the member's representations may apply to the Ontario Court (General Division) for an order permitting the board of directors to refuse to distribute the representations and the court, if it is satisfied that this applies, may make any such order it thinks fit.
<b>Liability for representations</b>	If copies of a member's representations are distributed under paragraph 12, the co-operative, the directors, officers and employee of the co-operative and persons acting on behalf of the co-operative, other than the member who makes the representation, do not incur any liability only by reason of distributing copies of the representations.



## ANNUAL INSPECTION REPORTS AND FOLLOW-UP PROCEDURES

The following outlines the sequence to be followed for an annual inspection.

### *Inspection*

The initial inspection will be conducted by two members of the Inspections Committee.

If the inspection is satisfactory, the inspection committee will forward a copy of the inspection report and a covering letter to the member and also to the office.

If the inspection is unsatisfactory, the Inspection Committee will report to the office in writing. A second inspection will then be scheduled and completed by two staff members.

### *Second Inspection*

The second inspection is to be completed by two staff members. Both inspection reports and recommendations will then be submitted to the Board of Directors for discussion.

The Board of Directors will advise office staff of their decision regarding appropriate action.

The office will prepare letter/documents to the member outlining details of the Board's decision including any repair costs/charges and repayment terms. The member will receive both copies of the inspection reports.

**The staff inspection report will become the principal document and the inspection committee report will be used for reference only.**

August 22, 1997

**Approved by the Board of Directors August 27, 1997**

## ARREARS POLICY

### ***1. General***

The Co-operative provides housing for its Members at cost. It is the responsibility of the Members to pay their fair share of the costs promptly, as they become due.

The Treasurer and the Co-ordinator will deal with arrears cases by administering this Arrears Policy and, where necessary by referring arrears cases to the Board of Directors.

Members in arrears are required to attend meetings scheduled with respect to their case by the Treasurer and Co-ordinator. If the Member wishes to waive his/her right to confidentiality, he/she can meet with the Board of Directors.

Any Member may designate a spokesperson to accompany him/her to any meeting regarding his/her arrears.

### ***2. Definitions***

**“Arrears”**

- Any housing charge payment, which includes charges unrelated to housing per the Co-operative Corporations Act, not made before 10:00 a.m. on the first business day of the month
- Cheque(s) being returned by the Member’s financial institution.
- Partial payments.
- Holding of cheques past the first day of the month.

**“Fiscal Year”**

- March 1 to February 28/29.

**“Loan Repayment Agreement”**

- A written agreement available only as a result of arrears beyond the Member’s control which establishes the conditions under which the arrears are to be rectified.

**“Late Payment Charges”**

- Charges incurred as a result of a member being in arrears. Per attached late payment schedule – Item #6.

### ***3. Payments and Charges***

- a) Members are requested to leave up to 12 post-dated cheques, dated the first day of each month, for payment of housing charges at the Co-op office.

- b) Payment must be made by cheque or money order. (The Co-op is not equipped to handle cash).
- c) Any amounts owed to the Co-op that have not been received when due shall be considered arrears.
- d) A late payment charge will automatically be applied for each month or part of a month that the Member is in arrears. Late payment charges will be in accordance with the attached schedule.

A Member may request that the late payment charge be waived by submitting a letter to the Co-ordinator outlining the reason for the late payment which is then forwarded to the Treasurer for approval.

- e) If a Member's cheque to the Co-op is returned by the bank or credit union, the Member will be required to pay a service charge equal to the amount charged to the Co-op. In addition, the Member shall be considered in arrears and will be liable for late payment charges until full payment has been made.
- f) If a Member's cheque is returned N.S.F. twice in one fiscal year, the Member must make all payments to the Co-op by certified cheque or money order for the next six months.

#### ***4. Loan Repayment Agreements***

- a) The Treasurer and Co-ordinator are authorized to make Loan Repayment Agreements with Members. Neither the Treasurer nor Co-ordinator can independently grant loan repayment agreements.

The agreement specifies the terms and conditions under which arrears are repaid and outlines any further action to be taken if conditions are not met.

The maximum term for a loan repayment agreement will not exceed one year. The agreement will be reviewed with the member at the end of six months and any balance owing one year from the original agreement will be due immediately.

If the Treasurer and Co-ordinator are unable to reach an agreement with the member, the member will be served with a **Notice to Appear** before the Board.

- b) During the terms of this loan, the Co-ordinator will ensure all transactions are recorded and will monitor the payment schedule. Payments made late, not in full or returned by the financial institution for monthly housing charges or loan payments under this agreement will cause the loan to become void. It will also result in an automatic **Notice to Appear** before the Board.
- c) The Treasurer shall make a monthly report to the Finance Committee. This report will use assigned household numbers that will in no way identify the Member(s) and shall include:

- Decisions made by the Treasurer / Co-ordinator on actions to be taken toward households in arrears.
- Information on any Loan Repayment Agreement which have been executed.

### ***5. Late Payment Charge***

The Treasurer may waive arrears late payment charges in situations where the arrears have been proven to be beyond the Member's control and the Member has made a written request for such waiver.

Such situations shall include, but not be limited to: sudden loss of or substantial reduction in income, financial institution error, death of a family member, or unexpected change in household composition.

### ***6. Late Payment Schedule***

Late payments, partial payments, N.S.F. cheques, and holding of cheques will be dealt with in the following manner:

- a) For the first late payment in the fiscal year, the Member will receive a Notice in writing and a **\$15.00** charge will be imposed. If payment is not received by the 15<sup>th</sup> of the month, an additional **\$15.00** charge will be imposed.
- b) For a second late payment in the fiscal year, the Member will receive a Notice in writing and a **\$25.00** charge will be imposed. If payment is not received before the 15<sup>th</sup> of the month, an additional **\$25.00** charge will be imposed.
- c) For a third late payment in the fiscal year, the Member will receive a **Notice to Appear** before the Board of Directors, and a **\$50.00** charge will be imposed. If payment is not received before the 15<sup>th</sup> day of the month, another **\$50.00** charge will be imposed.

### **Example:**

March 1 – Member does not pay housing charge, which includes charges unrelated to Housing

March 7 – Member pays by cheque; **Late Payment Charge    \$15.00**

March 16 – Cheque returned NSF;

**Additional Late Payment Charge    \$15.00**  
**PLUS NSF bank charge    \$5.00**

April 1 – Member pays before 10:00 a.m.

May 1 – Member pays before 10:00 a.m.

June 1 – Member pays before 10:00 a.m.

June 5 – Cheque returned NSF; **Late Payment Charge \$25.00**  
**PLUS NSF bank charge \$5.00**

June 15 – No Payment made yet;  
**Additional Late Payment Charge \$25.00**

June 15 – Member is notified that all payments must be made by Certified Cheque or Money Order for six months.

Aug. 2 – Member delivers Certified Cheque;  
**Late Payment Charge \$50.00**

**Plus** Member receives **Notice to Appear** before Board of Directors.

**TOTAL COST TO MEMBER FOR LATE PAYMENT CHARGES, NSF CHARGES AND BANK CHARGES FOR CERTIFIED CHEQUE OVER A SIX MONTH PERIOD IS:**

<b>Late Payment Charges</b>	<b>\$130.00</b>
<b>NSF charges</b>	<b>\$ 10.00</b>
<b>Certified Cheques (6)</b>	<b><u>\$60.00</u> (approx. cost to certify cheques)</b>
<b>TOTAL</b>	<b>\$200.00</b>

***7. Confidentiality***

The financial records of all members are absolutely confidential administered to only by the Coordinator with the following exception:

- a) A meeting has been scheduled with the Treasurer regarding arrears whereupon only the Treasurer will know the Member's identity and financial history.
- b) The Member has been served with a **Notice to Appear** before the Board as a result of multiple arrears and/or other offenses whereupon the Board will know the Member's identity. Minutes of Board meetings dealing with Member's in arrears shall be confidential with respect to the general membership.

Revised September 1996

**Approved by the Board of Directors October 2, 1996**  
**Approved by General Members October 28, 1996**

## SPENDING POLICY

This policy outlines a set of guidelines for achieving spending control.

### ***1. Annual Operating Budget***

A budget for the year will be presented to a General Membership Meeting prior to the beginning of each fiscal year. The Members have the right to question and amend the Budget.

We must budget separately for each major category of revenue and expense. The Budget must be accompanied by sufficiently detailed notes to allow meaningful discussion by the Members.

The Budget authorizes Staff and the Board of Directors to incur expenses according to the provision of the following sections: During the course of the fiscal year, the Board, in consultation with the Finance Committee, may revise the Budget if necessary. Such revision must be approved by the General Membership, as follows:

- a) any revisions of more than \$1,000.00 within any one budget category must be reported to the Members,
- b) any increase or decrease in expenses which results in an increase or decrease in the total expense budget by more than 5% must be approved by the General Membership prior to revision,
- c) any changes in housing charges as a result of revisions to the budget must be approved in advance by the General Membership in accordance with the Co-op's By-laws.

### ***2. Capital Budget***

Separate budgets will be prepared for capital and operating expenses. A capital budget for the year will be presented to the General Membership and will be approved and revised in the same manner as the Annual Operating Budget.

### ***3. Mandatory Expenses***

Mandatory expenses are those that are incurred by the Co-op routinely and are not the result of a specific purchase or order. They include such things as municipal taxes, utilities, electricity, water and sewage, salaries, insurance, mortgage payments and any contracted services, after a contract has been signed.

Mandatory expenses may be paid by the person/people designated by the Board. If it appears that a mandatory expense will be higher than anticipated by the Budget, it must be reported to the next meeting of the Finance Committee. The Finance Committee shall recommend appropriate budget revision to the Budget in accordance with Section 1. of this policy.

#### ***4. Discretionary Operating Expenses***

Discretionary expenses are those where the Co-op has an option as to when (or if) to incur them. They include such things as equipment purchases, maintenance supplies, office supplies, professional services, education, membership in other organizations, new staff positions, changes in insurance coverage and signing new contracts for any goods or services.

Before approving a discretionary expense of more than \$2,000.000, the Co-op normally will obtain three bids or quotes. In cases where the Co-op has used a particular supplier or contractor on a regular basis and has determined that his prices are competitive, this requirement may be waived at the discretion of the Board.

All discretionary expenses must be authorized by means of a Purchase Order. The Co-op's Purchasing Agent may issue Purchase Orders as follows:

- a) Where the expense is within the budget approved for that category, no further approval is required,
- b) When the expense will put a category over budget, or was not anticipated by the budget, it must be approved, by the Board of Directors in consultation with the Finance Committee.
- c) When the expense was not anticipated by the budget, and is over \$5,000.00, it must be approved by the General Membership.

The spending limits specified above shall be reviewed annually, and may be adjusted by the Board in consultation with the Finance Committee.

#### ***5. Emergency Expenses***

Emergency expenses are those that have to be incurred immediately because a delay will risk property damage or endanger personal safety.

Notwithstanding Section 1, 2 and 3, an emergency expenditure may be approved by designated Staff or Members. The Board of Directors shall designate the people who can approve emergency expenditure as required.

All emergency expenditure must be reported immediately to the Board of Directors and to the Finance Committee.

#### ***6. Signing Officers***

The Board of Directors shall appoint four (4) Directors as signing Officers—two of whom shall be the President and the Treasurer. All cheques must be signed by two Officers.

\*\*\* A Signing Officer must not sign a blank cheque in advance. \*\*\*

#### ***7. Petty Cash***

A petty cash fund of \$200.00, approved by the Board, shall be administered by the Co-ordinator.

The following notice shall be displayed prominently in the Co-op office to illustrate Board approved Cash Policy: "In the interest of efficient money management and safety, the Co-op office will accept only Cheques or Money Orders (Bank Drafts) as payment for housing and other related charges."

### ***8. Miscellaneous***

No person shall approve any purchase or payment that substantially benefits that person.

Any expenses incurred which are a direct result of negligence of the member occupant(s) will be charged back to the individual member unit.

### ***9. Bulk Purchase Policy***

- a) In the event that the Co-op becomes involved in a plan whereby the Co-op would purchase goods on behalf of the Membership, (i.e. to obtain a bulk rate) it would be required that cheques be received from Members seven (7) days prior to the order being placed.
- Or
- b) Certified cheque or Money Order by one (1) prior to order date.

### ***10. Security Deposit Policy***

A security deposit of 40% of the Monthly Housing Charge is required from each household prior to move-in. This applies to market households only.

Such money is to be held in a separate account to be used for repairing/redecorating of units when necessary.

This is one-time only charge, refundable in whole or in part within a reasonable time after inspection of the unit, when the Member is vacating. If damage exceeds the deposit amount, the Member is liable for all outstanding expenses.

### ***11. Last Month's Housing Charge***

As no interest is to be paid to Members from last months' housing charge, the said interest will be added to the Co-operative funds as General Revenues.

Revised September 1996

**Approved by the Board of Directors October 2, 1996**  
**Approved by General Members October 28, 1996**



## CHLDCARE POLICY

In the interests of providing a necessary service to members, as well as an opportunity for part time employment, the following guidelines for permitting co-op members to provide daycare in their units:

1. No member may provide daycare in their home without prior approval from the Board of Directors.
2. No more than three children may be taken in care by a member at anytime.
3. Any member providing daycare is responsible for the conduct of the children while in their care.
4. In permitting a member to provide daycare, the Co-operative is in no way approving or recommending the service provided.
5. If a member on subsidy chooses to provide daycare, their daycare income must be fully declared annually to the Co-operative with suitable written confirmation.
6. If problems arise between members because of the provision of daycare services that cannot be satisfactorily resolved, the privilege of providing daycare services may be revoked by the Board of Directors.
7. Daycare may include part time, full time or before and after school care. Occasional babysitting is not considered daycare.
8. Insurance is the responsibility of the member.

## FENCING POLICY

Members who wish to enclose a portion of the common land directly to the rear of their unit may do so, provided that the following guidelines are adhered to:

- a) Members may fence off an area fifteen (15') feet from the existing fencing policy or deck. However, a four (4') foot minimum fire emergency access area must remain. A member's yard must not infringe on walkways or any other portion of Co-op rounds designated for use by all Co-op members.

- b) **A plan of the proposed fencing showing the location of existing trees, flower beds, hydro vaults, etc., must be submitted to the Maintenance Liaison for approval before construction.**

Under exceptional circumstances, application may be made to the Maintenance Steering Committee for approval of fence plans not able to conform to the above guidelines for physical or geographical reasons.

- c) Fences must be constructed of wood in the same design as the existing privacy fence.
- d) **Fences shall not exceed a total height of sixty (60'') inches (5ft) plus a one foot (1ft) lattice.**
- e) A gate must be incorporated to allow access for meter reading, fire department, etc.
- f) Where units back onto each other with no natural divide, fences must not abut. Access must be maintained.
- g) All landscaping enclosed will become the total responsibility of the member.
- h) **Upon vacating the unit, all fencing will remain if it is cemented into the ground.**
- i) Any new occupant wishing to remove such fencing must return the landscaping to prior condition.
- j) All fencing must be properly repaired and maintained by the unit occupant.

Revised May 21, 1996

**Approved by the Board of Directors June 5, 1996**  
**Approved by General Members June 27, 1996**

## MAINTENANCE AND IMPROVEMENTS POLICY

### **Section A: Move-outs**

A move-out package will be sent to the moving out member wherein their responsibilities are outlined. This package will be sent upon receipt of written notice to vacate at the Co-operative office.

The moving out member is responsible for leaving the unit clean and in good repair in accordance with the inspection report and Co-operative maintenance policies.

When notice is given, a preliminary move-out inspection will be scheduled approximately forty days before the move to determine damage to the unit, if any. A copy of the inspection report will be sent to the member within 48 hours of the inspection. The member then has, where possible, up to one month to affect the necessary repairs. Approximately three days prior to move-out, a follow-up inspection will be conducted and the member will be informed of the charges for which they will be responsible. There may be additional charges if there is any other damage caused between that time and the actual move-out.

A final inspection will take place, where possible, immediately after move-out to determine if additional charges have to be applied.

If the repairs listed are not completed as noted upon the final inspection, \$25.00 per hour will be charged for labour to repair or clean. All materials will be at full invoiced cost (including all taxes).

The member is responsible for any damage to the unit and surrounding area caused by a third party during any move-in or move-out.

The moving member will receive their refund only after they have moved out, all inspections have been completed and their financial account with the Co-operative has been reviewed as per the Co-operative By-laws.

If the unit is vacated clean and in good repair in accordance with the inspection report and Co-operative maintenance policies, the maintenance deposit will be returned. If repairs are necessary, any balance of the maintenance deposit will be returned once work is complete and all bills from outside contractors have been paid.

Listed below is a checklist of responsibilities:

#### ***1) General***

- a) Carry out any repairs identified on the inspection reports.
- b) Ensure that all fixtures, hardware, shelving, and other fittings originally in place are present and in good condition. Repair or replace as necessary.

c) Any walls painted other than pastel shades must be repainted in an appropriate lighter shade. If the new member accepts the original darker colour, the new member will then be responsible for returning the colour to an acceptable pastel shade when they move out.

## **2) Interior**

### *a) Walls and Ceilings:*

- walls to be left clean and free of grease marks and scratches
- any damaged wallpaper or border, decorative tiles, mirrors, corkboard or other wall finish which have been applied by the member **MUST** be removed and the wall surface restored.
- nails and picture/ceiling hooks must be removed
- holes larger than ¼" (6mm) must be filled/sanded, ready to be repainted

### *b) Woodwork:*

- all wood painted surfaces (baseboards) must be left clean and free of marks

### *c) Doors:*

#### Interior

- must be left clean, free of marks, decals, etc. and in good condition
- any doors which have been removed must be rehung
- non-standard and additional locks must be removed and replaced with the original passage or privacy locks.

#### Exterior

- must be left clean, free of marks, decals, etc. and in good condition
- if screen/storm door is removed, all holes, etc. to be filled in
- non-standard deadbolt locks must be replaced with the original prior to moving.

### *d) Windows and Screens:*

- clean windows, sills and frames
- windows and screens must be present and in good condition

### *e) Floors:*

- wash tiled floors
- hardwood/parquet flooring to be cleaned with appropriate agent if applicable
- vacuum and professionally steam clean carpets

### *f) Electrical Fixtures:*

- All light fixtures must be present, clean and in good working condition and light bulbs must be in place
- switch plates and outlet covers to be free of marks, paint, cracks or chips
- painted or damaged covers and plates must be replaced by the member
- telephone and cable outlets to be clean and free of paint
- exhaust fans to be cleaned thoroughly
- smoke detector to be clean, free of paint and functional
- thermostat, heat ducts, etc. to be clean, free of paint and functional

*g) Bathroom:*

- clean basin, tub/shower, toilet, toilet tank
- decals must be removed
- clean medicine cabinet and vanity
- towel bars, shower rod, soap dish, etc to be clean and in good condition
- chrome fixtures, tile and caulking to be clean and in good condition
- walls and floors to be washed

*h) Kitchen:*Stove

- clean inside and out using approved agents
- oven and burner controls, oven racks, broiler pan and burner rings to be clean, free of greases and intact
- ensure that exhaust fan and hood are clean and free of grease

Fridge

- clean inside and out
- ice cube trays, racks, crisper, etc. to be clean and intact
- leave at medium cold setting with door(s) closed securely

General

- clean floor and walls behind appliances
- cupboards (interior and exterior), counter tops, sink and chrome fixtures to be clean
- wash floor

*i) Laundry Room/ Unfinished Basement:*

- remove all items from storage area
- clean furnace filter or replace as necessary
- the floor drain must be clear of obstruction
- set thermostat on furnace to low
- set thermostat on water heater to vacation

**3. Exterior***a) Lawn and Fence:*

- in season, cut lawn, clear walk and driveways
- privacy partitions must be left in original condition

*b) Unit Exterior:*

- porch/deck/patio are free of debris and are swept clean
- water taps are shut off from inside unit
- exterior light fixtures, mailbox, etc. to be present and in good condition

*c) Garage:*

- remove all items
- light fixture and electrical outlet to be present and in working order
- floor to be swept and free of oil and grease

- door to be clean and in working order
- any modifications will be removed prior to moving and the surfaces returned to the original condition

## **Section B: Decorating and Improvements**

This section deals with decorating, alterations and modifications to units.

Any structural alteration or modification must be submitted to the office in writing prior to commencing for Board approval.

Members are advised that any decorating undertaken in the units is at the member's own risk and expense. Any decoration must be of a workman-like manner and must not result in damage to the unit.

Members may choose to paint their walls in a dark colour. However, the painted walls must be returned to an appropriate lighter shade prior to vacating the unit as per Section A, 1 (c).

No member will adhere either cork tiles or mirror tiles to any walled surface or closet door.

Self-adhesive picture hangers destroy the surface of the drywall and, therefore, must not be used. Nail-and-hook or screw-and-anchor hangers must be used instead.

If members remove any light fixtures in order to install their own, the original must be replaced prior to moving.

Members installing central air conditioners, water softeners, humidifiers or dishwashers to their unit are responsible for removing and restoring the related item to its original condition. All expenses and damage from the installation are the member's responsibility.

Any member wishing to install an above-ground swimming pool must apply (including a detailed sketch) to the Board for permission prior to installation. The Municipal by-laws will apply.

No television receiving device larger than two-feet (24 inches) shall be attached to the exterior of the units.

## **Section C: Unit Flooring**

- Carpet, vinyl tiles (VCT), wood and vinyl flooring must remain in the unit unless the removal of the above is approved in writing by the Board.
- Vinyl tiles (peel and stick, self-adhesive) must **NOT** be installed under any circumstances over the original vinyl/tiled floor.

- Vinyl tiles may be installed on unfinished concrete floors (such as unfinished basement floors) with written permission.

Revised March 24, 1998

**Approved by the Board of Directors June 1, 1998**

**Approved by General Members June 15, 1998**

## MEMBER SELECTION AND UNIT ALLOCATION POLICY

### *Section One: Member Selection Criteria*

- 1.01 In assessing the suitability of applicants for membership the Co-op will not discriminate by reason of race, national or ethnic origin, colour, religion, age, sex, marital status, political affinity or activity, sexual orientation, family relationship, physical handicap, conviction for which a pardon has been granted or by any other reason which would be a violation of fundamental human rights.

The member selection criteria below sets out the standards that the Co-op will use when assessing applicants' suitability for membership. Every effort will be made to apply these standards equally to all applicants.

### *Section Two: Member Selection Process*

- 2.01 The aim of the selection process is to ensure that all applicants are evaluated equally and fairly against the Co-op's selection criteria.
- 2.02 Applicants must demonstrate an interest in and understanding of Co-op principles. The following criteria will be used to ascertain the suitability of a member or members to Co-op living. Applicants (on a household basis) will be recommended or not recommended as members based solely on these criteria.

#### a) Human Rights

- i) applicants must have a positive attitude to living in a diverse community and
- ii) applicants must demonstrate a willingness to respect the rights of all members regardless of the member's race, religion, social-economic status, marital status, age, sex, political affinity, sexual orientation, national or ethnic origin, or physical abilities.

b) Applicants must be prepared and willing to participate in the development of the co-op as a community and the general work necessary to run the co-op efficiently.

c) Applicants must be prepared to abide by the by-laws, policies and procedures set by the Co-op.

d) Applicants must demonstrate financial responsibility and have a satisfactory credit history.

e) Applicants must demonstrate a co-operative, caring and tolerant attitude especially with regards to children.

f) Applicants should intend to live in the Co-op for at least one year.



g) Applicants must demonstrate an ability and willingness to maintain their unit in good condition.

h) Applicants' income and family size must meet with Ministry Operating Agreement regulations.

2.03 Normally a household shall not receive an application for membership until all adult members of the household have attended an information session. The household may, however, apply to the Membership Committee to have this requirement waived and the Committee may waive the requirement if it feels there are adequate reasons (such as infirmity of a household member) why one or more members of the household are not able to attend an information session. Any person in the household eighteen (18) years of age and over will be considered an adult. A person the full age of sixteen (16) years may become a member. (Co-operative Corporation Act, Ch. 35; 63 (1)).

2.04 Each Adult Member of the Household shall:

a) attend an information session approved by the Co-op and

b) submit a completed application form filled in and signed by all adult members of the household and including proof of income for all adults. Proof of income for all adults will be:

i) eight (8) consecutive pay stubs or a confirmation letter from their employer;

ii) a letter from their caseworker or social agency if receiving social assistance;

iii) copies of monthly pension stubs or confirmation letter, if applicable;

iv) copies of unemployment insurance warrant stubs, if applicable;

v) a signed financial statement, if self-employed .

c) proof of legal resident of Canada status. Proof of status will be:

i) a copy of your Canadian birth certificate,

ii) a copy of your Landlord Immigrant certificate, or

iii) a copy of your Refugee Claimant certificate.

d) a non-refundable application fee of \$15.00 to cover the Co-op's application processing costs.

2.05 Completed applications are date stamped upon their arrival in the Co-op office.

- 2.06 Credit checks, landlord checks and income reviews shall be conducted on applicants in accordance with procedures established by the Membership Committee and approved by the Board of Directors.
- 2.07 Membership interviews for applicants will be scheduled by the Membership Committee Interview Co-ordinator.
- 2.08 Membership interviews shall be conducted by two (2) members from the Membership Committee in accordance with procedures established by the Committee and approved by the Board. All members of a household eighteen (18) years old and over will normally be required to attend a membership interview. Households will not be accepted for membership until all members of the household eighteen (18) years and over have been interviewed unless the Committee waives this requirement.
- 2.09 Membership Committee members shall be required to declare a conflict of interest and withdraw from participation in interviews and discussion of the application at the committee level when a relative, personal friend or co-worker applies for membership in the Co-op.
- 2.10 Following the receipt of a report form the interviewers, the Membership Committee, as a whole, shall be responsible for making recommendations to the Board of Directors to accept or reject an applicant, in accordance with the selection criteria. Members of the Membership Committee shall maintain a strict code of confidentiality with respect to discussions pertaining to individual applications.
- 2.11 The Membership Committee will make its recommendation to the Board of Directors. If, however, the Board disagrees with a Committee recommendation concerning an applicant, it will return the application to the Committee for further consideration. A written summary of its concerns shall accompany the application. If, having considered the points made by the Board, the Committee feels that its original recommendation should stand, it shall send a representative to the next Board meeting to present its point of view. The Board's decision at this point will be final subject to Section 2/12 of this policy. Conflict of interest guidelines as outlined in Section 2.09 of this policy will also apply to Board Members involved in discussion of individual applications.
- 2.12 Applicants may appeal a rejection of their application for membership by submitting to the Board of Directors, within four (4) days of receiving written notification of the rejection, a written statement of their wish to appeal. The Board of Directors will determine if the appeal is approved.
- 2.13 If the appeal is approved, two (2) interviewers from the Membership Committee, other than those who originally conducted the interview, shall conduct a second interview within thirty (30) days of receipt of the request. The interviewers shall

report to the Membership committee which shall report to the Board of Directors. No subsequent appeal by an applicant will be considered.

- 2.14 The Co-op shall not be obliged to give nor shall any applicant be entitled to receive written or oral reason for refusal of an application for membership in the Co-op.
- 2.15 Applicants may, at a future date, submit a new membership application, to the Co-op if they feel that their circumstances have changed and that they now meet the Co-op member's selection criteria.
- 2.16 Units are allocated according to the date the completed application was received in the Co-op office; the Ministry of Municipal Affairs and Housing Rules and Regulations; unit sizes available, and any other criteria the Membership Committee and the Board of Directors deem necessary.
- 2.17 Applicants currently receiving rent supplements and who will be requesting a subsidy from the Charles Darrow Co-op must provide a letter from their local Housing Authority approving a transfer to another unit.
- 2.18 Block 15 in the Co-op will be maintained as pet-free to accommodate people with severe allergies.
- 2.19 When moving into a unit, applicants will be required to pay first and last months Housing Charges. A \$20.00 Membership Fee for each adult member of the household will be required unless this fee would create a financial block to becoming a member. In addition, a maintenance deposit of 40% of Housing Charge will be required from market rent households.

### ***Section Three: Occupancy Standards***

- 3.01 The Occupancy Standards outlined below will govern the allocation of units in the Co-op:

- a) The maximum number of people in a household to whom a unit shall be allocated shall be as follows:

UNIT SIZE	MAXIMUM
Two bedroom	4
Three bedroom	6
Four bedroom	8

- b) Exceptions to these maximum can be recommended by the Membership Committee and approved by the Board of Directors in the case of large, one family households.

- c) When determining the size of the unit that a household is eligible to occupy, only permanent members of the household shall be considered. A

person who is only periodically resident in the household (such as a child under the joint custody of separated parents or a spouse who works out of town) may be considered to be permanent members of the household provided the Board is satisfied that it is appropriate to treat such person(s) as a permanent member(s) of the household rather than as a guest or guests.

#### ***Section Four: External Waiting List***

##### **4.01 Establishing and Updating the Waiting List**

- a) A waiting List shall be maintained, consisting of applicants who have been interviewed and accepted for membership and will become members when a unit becomes available.
- b) Applicants must attend an orientation session, be interviewed and accepted for membership prior to being offered a unit in the Co-op.
- c) The Waiting List shall identify applicants' record date, the size and type of unit they are eligible to occupy, and whether the applicant requires housing charge assistance. The record date is the date the Charles Darrow Co-op office received the completed application form.
- d) Priority among applicants shall be according to the applicant's record date.
- e) Every six months the Charles Darrow Co-op office will send a letter to all applicants on the External Waiting List. The purpose of this letter is:
  - i) to find out if they are still interested in moving into the Co-op;
  - ii) to find out if there have been any changes in the size or type of unit in which they require;
  - iii) to find out if there have been any changes in their financial circumstances which would affect their need of eligibility for housing charge assistance; and,
  - iv) to inform applicants that they should call the co-op on a monthly basis to confirm their spot on the waiting list especially if they are in the top (4).

##### **4.02 Allocation of Units**

- a) When an application is approved, there shall be deemed to be a contract between the Co-op and the applicant whereby the Co-op is obligated to allocate a unit to the applicant in accordance with this Policy and permit the applicant to take occupancy and become a member in accordance with the Co-op's Bylaws.

b) When a unit becomes available to an applicant from the External Waiting list, it will be offered to the first household on the Waiting List waiting and qualifying for that size and type of unit, with the following exceptions:

- i) if the Co-op is unable to contact the first household on the list within seventy-two (72) office hours, either by phone or registered letter, the unit will be offered to the next eligible household. The original household will retain its position on the List.
- ii) If the household to whom the unit is first offered does not accept the unit because the date of occupancy is less than sixty (60) days from the date the unit is offered, the Co-op will offer the unit to the next eligible household. The original household will retain its position on the List.
- iii) The Internal Waiting List will have preference over the External Waiting List.

c) A household offered a unit will be given until 5:00 p.m. on the next business day from the time the unit was offered to decide whether to accept the unit. A \$200.00 deposit or your one month's housing charge, whichever is less, is required to confirm acceptance of a unit. This payment is non-refundable. The household offered has two (2) business days in which to supply the office with their \$200.00 deposit.

d) A household may turn down one (1) unit with good reason that has been offered and retain its place on the Waiting List. A unit turned down under Section 4.02 (b) (ii) shall not be considered a refusal for these purposes. If the household turns down a second unit, it shall lose its priority on the Waiting List with the record date for its application being changed to the day it turned down the second unit.

### ***Section Five: Internal Waiting List***

- 5.01 An Internal Waiting List will be maintained consisting of residents who have applied, in writing to relocate to another unit. The Internal Waiting List shall, in all cases, have priority over the External Waiting List, unless the Membership Committee and Board of Directors deem otherwise.
- 5.02 All requests for internal transfers to another unit must be accompanied by submitting, in writing, the Internal Transfer Application for Relocation to the Membership Committee, in care of the Co-op office.
- 5.03 Residents may apply to relocate to any size or type of unit for which they qualify according to the Occupancy Standards set out by this policy.
- 5.04 Internal moves are expensive for the Co-operative. The unit desired by the member(s) has to be prepared for occupancy (maintenance costs) and will remain

vacant (revenue loss) during the period of preparation. The unit vacated by the member(s) also has to be prepared for occupancy and will remain vacant during the preparation. Thus, the Co-operative has to bear double maintenance costs plus loss of revenue (possibly for as long as a month, depending upon the extent of repairs required).

Therefore, the following criteria will be utilized:

- a) Members will have priority over new applicants for a more desirable unit provided that they have:
  - i) a satisfactory membership record (prompt housing charge payments, participation, co-operative attitude, etc.); and
  - ii) a change in family size which necessitates a move to a larger or smaller unit; or,
  - iii) a change in family finances which makes a move to a larger unit possible or a smaller unit necessary; or,
  - iv) any other reason the Membership Committee and Board of Directors consider reasonable.
- b) Members will be required to submit a cheque in the sum of \$100.00 as a general cleaning and repairs deposit, which will not be cashed unless the unit requires cleaning or repair. This cheque will be returned to the member if the previous unit has been thoroughly cleaned after being vacated. If the previous unit has not been properly cleaned by the member, the Co-op may hire cleaners to do it and pay for it with the member's cleaning deposit. If the cost of cleaning exceeds the amount on deposit, any further costs will be borne by the member.
- c) Prior to any internal move being granted, the unit of the member requesting the move must be inspected and reported in satisfactory condition.
- d) Once the Internal move is approved by the Board of Directors, the \$100.00 cleaning deposit must be submitted and a new Occupancy Agreement must be signed.
- e) The notice period will be worked out (based on repairs and other factors) and will be such that both units do not remain vacant for more than fifteen (15) days each, as far as possible, to save the Co-op revenue.

- 5.05 Except in the cases outlined below, residents must have lived in a unit for minimum of one (1) year before they can submit an application to move to another unit, and, following an internal move, must have lived in the unit for a minimum of two (2) years before they can apply for a second internal move. This requirement may be waived for residents who are members of the Co-op if:
- a) members are under-accommodated in their present unit (according to the Occupancy Standards) or because of a change in household size, would qualify for another size of unit;

- b) members need to move to a less expensive unit for financial reasons; or
- c) another special need recognized by the Membership Committee and approved by the Board of Directors.

Revised November 1996

**Approved by Board of Directors November 20, 1996**  
**Approved by General Members December 2, 1996**

## PARKING POLICY

The purpose of this policy is to ensure that Co-op members have adequate parking for themselves and their visitors.

### ***Parking Committee***

1. A committee, composed of a minimum five members, shall be struck to administer the Parking Policy and report to the Board of Directors.
2. The Parking Committee shall report monthly and will raise any necessary policy issues with the Board of Directors.
3. A designated member of the Board or the Chair of the Parking Committee, shall be empowered to contact the police on behalf of the Co-op for policy violations.

### ***Member Parking***

1. Each household is entitled to two parking spaces: one in their garage and one in their driveway. Two cars are not permitted in the driveway.
2. Parking is not permitted on the streets, as they are designated "FIRE ROUTES."
3. Vehicles must be roadworthy and have a valid license plate/sticker. Any vehicles that are not roadworthy or do not have a valid license plate/sticker must be stored in the garage. The Co-op office shall be notified of the plate number of all vehicles.
4. Parking on Co-op property is intended for cars, vans, motorcycles and small trucks.
5. Parking is not permitted on or over sidewalks in accordance with Regulation 477 of the Highway Traffic Act.
6. Members shall not carry out any mechanical work or automotive repairs on Co-op property, other than routine maintenance, light repair and cleaning. Oil changes and radiator flushing are not permitted. Fuel injection work is not permitted. (This section of the policy is intended to prevent harmful or dangerous substances from being dumped into the sewer system, to protect the safety of members and to prevent unnecessary damage to asphalt/concrete surfaces in parking areas. Members are financially liable for all damage. For other than minor repairs, members must contact the Parking Committee for safety and quality of life approval.)
7. If a member is not making use of their driveway and/or garage, they may sublet the space to another Co-op member requiring parking/storage for an approved vehicle. A member who sublets his/her parking space should obtain a written



agreement on the terms of the rental of the space. The Co-op will take no responsibility with respect to such arrangements, except that the arrangement must terminate automatically when the member renting out space vacates their unit.

8. Parking stickers for all members' vehicles.
9. Members allowed to park in visitors parking areas;  
Monday – Thursdays, from 9:00 p.m. to 9:00 a.m.
10. For the first violation of the Parking Policy, a “Friendly Notice” pointing out the violation will be sent.

For a second violation of the Parking Policy, a “Friendly Notice” pointing out the violation will be sent.

For a third violation of the Parking Policy, a penalty of \$30.00 will be imposed and the member in violation will be served with a Notice to Appear at a specified meeting of the Board of Directors to explain why they are flouting the Parking Policy.

The Board of Directors may impose further penalties or take remedial actions at its discretion.

11. **Six parking spaces (which are adjacent to the small playground) will be designated as monthly rented spaces.**
  - a) **A monthly fee of \$10.00 will be charged and this will be due on the first of the month and will be added to the monthly charge.**
  - b) **Spaces will be available on a first come first serve basis. A waiting list will be implemented and maintained.**
  - c) **The reserved spaces will be assigned a specific number and parking stickers will be issued.**
  - d) **Members who are renting the space are responsible for all damages.**
12. **All monies raised as a result of this Policy will be assigned to the Paving Line item in order to assist in the cost of road and paving repairs.**

Revised September 27, 1997

**Approved by Board of Directors September 24, 1997**

**Approved by Board of Directors October 8, 1997**

## PARTICIPATION INCENTIVE PROGRAM POLICY

### *Introduction*

The Participation Incentive Program is designed to provide co-op members with an organization to participate, by and large, with the co-op structure of committee.

Participation refers basically to the act of contributing time to the collective tasks of the co-op, in line with the four (4) hours per month rule contained in the co-op Occupancy By-laws.

It is not the intention of this committee to strictly enforce participation of every member to exactly four hours per month. Rather, P.I.P. will set in place and monitor a process by which members can be consistently active in useful activities for the betterment of the co-op. This flexibility will make it possible for the participation committee to give as much benefit of the doubt as possible to the members while still abiding to the basic standard set out in our by-laws.

P.I.P. places the responsibility for member participation where it should belong – with the member. Members themselves must take the initiative to earn their participation credits by performing tasks, either through direct committee involvement as a member, communicating with a committee, or through volunteering to do jobs assigned from the office.

P.I.P. will come into operation in such manner that NO SURCHARGE WILL EVER BE LEVIED AGAINST ANY MEMBER WHO REGULARLY PARTICIPATES AND GAINS THE REQUIRED CREDITS.

Important to us all is the long term maintenance of the co-op. More and more often we are paying for jobs to be done that we should be doing ourselves. Unless we do something now to encourage participation, these costs will be reflected in ever increasing housing charges down the road.

Equally important is the health of our community and we have to work together now to keep it healthy and growing.

### *Definition of Participation*

According to our Occupancy By-laws, members are responsible for:

- a) Care of their units and the immediate surrounding areas
- b) Attendance at the General Members' Meetings,

Therefore, participation is involvement in any task or responsibility other than the above two responsibilities.

A credit is defined as an effort to participate in the co-op either by doing an assigned work task or by attending a committee meeting. Each one of these types of participation will represent one credit.

### ***How Credits Are Obtained***

#### **1. Attending committee meetings:**

Members will obtain one credit for each committee meeting attended. Attendance records will be kept at all meetings.

#### **2. Doing Co-op work:**

Work will be assigned to the member by the committee on a rotating basis if necessary. Each completed task or unit of work will be recorded as one credit gained. There may be some jobs that will be “weighted” more than one credit, as designated by the committee executive. Members who cannot attend a monthly meeting can still be assigned work from the committee and earn their credits that way.

### ***Credits Required***

The reporting period under this program will be in 3-month periods, therefore, each member will be required to obtain a minimum of three (3) credits in each reporting period. Of those three (3) credits, at least one (1) shall be a work credit. For those members who choose not to attend a committee meeting, all three (3) credits can be work credits. Credits are non-transferable between members, nor can they be accumulated and applied to subsequent recording period.

It will be necessary for all members to communicate with a committee for their credits to be logged and to receive notice of opportunities to work.

### ***Responsibilities***

#### **Participation Committee:**

- Orientation of members and committee executives to the program.
- Liaison with committees as a resource for ideas to encourage participation, as well as the implementation of the program.
- Record keeping: providing for and receiving from each committee the record sheets, and to keep the master record.
- Operate audit sessions at the General Members’ Meetings for members to log their credits.
- Report to the Board of Directors every three months.

#### **Committee Responsibilities:**

- Creation of and updating “job lists”.
- Delegation of work fairly and equally between members.
- Assign/elect/delegate a participation secretary who will keep attendance records and maintain participation records, report that information to the participation committee every three months and assist the committee executive in delegating work.

**Note: In the case of a large committee, (i.e. Maintenance) a sub-committee of two or three members should be formed to handle the delegation of work among the members.**

Board of Directors:

- The same responsibilities as other committees.
- Receive quarterly reports from the participation committee.
- Enforce any penalties for non-participation.

Members Responsibilities:

- Participate in the ways outlined under this program or negotiate other means of participation with the participation committee.
- For those members who have not indicated a specific preference to join a committee, rather have volunteered for work parties, clerical work, etc., it is their responsibility to seek out the work needed to gain their credits through contact with the participation secretary of the applicable committee and to ensure records or via the audit sessions.

Ad Hoc or Other Committee:

- Are accountable as other committees for distribution of work among members and to record and report involvement in one of two ways:
  - a) To the committee from where they were struck.
  - b) Independently directly to the participation committee.

***Exemption From Participation***

Members may find it necessary to ask for a “leave” or exemption from participation from time to time. Some examples of possible exemptions may be medical reasons (short or long term), disability, extended vacation, etc.

In the case of exemption, the participation committee would play a role in negotiating with the member who wishes to remain involved, but has difficulty in finding an appropriate means to help.

***Methods of Obtaining Exemption/Leave***

It is the member’s responsibility to participate, therefore, it is the members’ responsibility to request exemption. They must approach the designated participation committee in advance of the exemptions or leave date, **IN WRITING**. No exemption can be registered unless this step is taken.

Written confirmation of the exemption being granted will be sent to the member and the exemption is not in effect until this is received.

Exemptions will be automatic in the case of serious family tragedy or disabling accident. This exemption will run for one month before members must reapply.

### ***Recording Procedures***

The two methods of logging credits are:

**Method One:** Given the chairperson or the participation secretary is aware that a member has participated, they will log the credit in the individual committee records and submit a copy of the participation committee monthly.

**Method Two:** When a member works on tasks around the co-op and is not certain that a committee will be aware of their effort, they can log their credits at the audit sessions held one-half hour preceding each General Members' Meeting.

No debate will take place between the participation committee member who is logging credits and the individual member. If, at some late date, the member is questioned about a credit, it will be done through participation committee channels.

If neither of these two methods are used to record participation credits, then the credit will be deemed as not earned and will not be given. Appeals in writing may be made to the committee in case of disputes.

**Note: Credits are paper credits only and will result in no real dollar value owed upon leaving the co-op.**

### ***Non-Participation***

Given a structure is in place to allow easy participation, all members are surveyed and matched to responsibilities of their choice and given that we all have signed a binding agreement in our Occupancy Agreement to participate a minimum of four hours/month/member, there may be some members who remain uninvolved, for whatever reason. Members who have neither received exemption, nor logged credits for a three-month period will be levied, in the fourth month, a P.I.P. surcharge which will be in addition to their monthly housing charge, and will be notified of same. These members must arrange an interview via the Co-ordinator within ten days of this notification to meet with a participation committee representative to discuss methods to improve his or her participation. The failure to participate in accordance with this program may result in commencement of eviction proceeding due to violation of occupancy agreement terms.

Participation will continue to be audited on an on-going basis.

Following the second consecutive three-month period in which a member has not participated nor requested exemption, the Board will be notified and a "Notice to Appear" issued to that member.

### ***Implementation***

Given membership approval, the program will begin in 1991 and all aspects of the program will be in effect, with the exemption of the fine for non-participation, for the next two months. Beginning \_\_\_\_\_1, 1991, the full program will be in effect and, at the same time of the first three-month audit - \_\_\_\_\_1, 1991, the names of members who have not earned their credits will be given to the Board, and the penalty of \$10.00 for each credit not earned will be levied in addition to their housing charge the following month.

Failure to pay the penalties will be considered as arrears and fall under the policies and procedures already established for members in arrears.

Every three months following:

The records from each committee will be submitted to the P.I.P. Co-ordinator, who will forward a report to the Board of Directors.

Any monies collected through this non-participation penalty process will be kept in a separate PIP account.

**Passed by the General Members June 19, 1991**

## WHAT IS PIP?

The Participation Incentive Program was implemented by the general members, in hopes of establishing a greater involvement of members in our community.

### ***How Do I Earn PIP's?***

There are two kinds of PIP's:

- a) Those that we collect by attending regular monthly meetings of a committee or the Board of Directors.
- b) Any other co-op related work/activity that takes a minimum of one hour:

Some examples are:

- Landscaping
- Information sessions
- Delivering flyers
- Typing minutes, agenda's, etc.
- Maintenance tasks
- Interview sessions
- Committee preparation
- Fund raising (selling of tickets for events)
- Set up for events
- Meeting with staff members
- Training sessions
- Co-op related seminars
- Babysitting for other members on meeting night
- Inspections

There are many other ways of earning your work/activity PIP's.

### ***How Many PIP's Do I Need?***

- one PIP per month
- three PIP's are required per quarter, one of which must be a work/activity PIP or all three can be work/activity PIP's.

### ***What is Not a PIP?***

- a) taking care of your own yard and unit;
- b) doing a favour for your neighbour;
- c) watching out for children in your community.

### ***How Do I Record PIP's?***

- a) Committee/Board of Directors:
  - each committee should have a PIP recorder

- the PIP recorder collects the information and relays it to the office at the end of each month.

b) General Tasks:

- individual PIP sheets will be available at the general members meeting in order for members to document their quarterly PIP's;
- or
- individual PIP sheets can be obtained, filled out and left at the office to be forwarded to the Participation Committee.

***For Further Information Consult:***

- a) The PIP Policy, which is available at the office, if necessary.
- b) The office staff
- c) The Participation Committee, by leaving a note with the Office. The office will then forward the note to the Committee.

**January 1997**



## PET POLICY

### ***1. General***

Members are allowed to keep pets in the Co-op. Pets must not interfere with another member's use or enjoyment of her/his unit or the Co-op common areas. Exotic pets are not permitted. Pit Bull Terriers are not allowed. Dogs trained for attack or guard purposes or menacing dogs in general are not permitted, excluding those dogs already owned and residing with members who are living in the Co-op as of May 1, 1989.

### ***2. Contained Pets***

Pets that are normally contained in a cage, tank or other container may be kept in reasonable quantities (not for making a profit i.e.: breeding mice, fish, hamsters, etc.) and do not have to be registered with the Pet Committee. Examples of contained pets are birds, fish and small rodents.

### ***3. Maximum Quantities***

In general, no household may have more than two pets, only one of which may be a dog, except as provided in paragraph 2 effective June 22, 1989.

### ***4. Registration***

- a) Except as specified in paragraph 2, all pets must be registered with the Pet Committee.
- b) Each member registering a pet must sign an agreement to abide by this pet policy and any decision made by the Board of Directors regarding her/his pet(s). Before signing the agreement, the members must provide the Pet Committee, for each pet, the following information to be appended to the agreement:
  - i) type of animal
  - ii) name of animal
  - iii) month and year of birth
  - iv) a photograph and description i.e.: height, weight, colouring, etc.
  - v) medical information including inoculations, spaying or neutering
  - vi) any other information that the Pet Committee may require

When getting a new pet a member must register that pet with the Pet Committee within the first calendar week of possession.

### ***5. Condition of Animals***

- a) Pet owners must protect their pets against parasites (including fleas) and diseases. A certificate of inoculation against rabies and distemper must be filed with the Pet Committee at the time the pet is registered or when the pet has reached three months of age and must be annually updated.
- b) All pets, six months of age or older, must be spayed or neutered. This requirement may be waived only in special circumstances with permission granted by the Pet Committee. A certificate indicating that the spaying or neutering has taken place, issued by the Humane Society or a licensed

veterinarian, must be filed with the Pet Committee when the pet is registered or within one month of the pet turning six months of age.

#### **6. Nuisance**

- a) STOOPE AND SCOOP! A member must clean up any mess created by her/his pet through natural body functions, or otherwise, immediately. This includes ALL Co-op property.
- b) A member must repair any damage caused by her/his pet to the property of the Co-op or the property of another member within the time limit specified by the Pet Committee.
- c) A member must control her/his pet to prevent any noise or action that disrupts the peaceful enjoyment of other Co-op members.

#### **7. Control**

Dogs and cats are not allowed in the playground areas of the Co-op. Leashed dogs and leashed cats are allowed outside only if a responsible mature person is in the unit.

#### **8. Complaints and Penalties**

- a) Any member with a complaint about a pet must first approach the owner and try to resolve the problem. Member(s) of the Pet Committee may be present upon request by either party. If the first approach is unsuccessful the complaint should be submitted to the Pet Committee. The complaint may be submitted in writing or personally presented to a member(s) of the Pet Committee.
- b) When the Pet Committee receives a complaint about a member's pet, the Pet Committee will make a reasonable attempt to substantiate the complaint. If the complaint is substantiated the Pet Committee will take appropriate action. The following steps will be taken and time limits will be specified for remedying the problem:
  - i) For the first complaint, the Pet Committee will send a written warning.
  - ii) For any subsequent complaint, the Pet Committee may refer it to the appropriate municipal agency and/or the member will be served with a Notice to Appear (NTA) at a specific meeting of the Board of Directors to explain why s/he should not have to permanently remove her/his pet.
- c) Failure of a member to remove a pet when directed by the Board of Directors is grounds for termination of occupancy rights.
- d) If after one year from the date of the violation the offence has not been repeated the record of the violation will be stricken from the members file.

I hereby agree to abide by the above pet policy.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## EXTERNAL FIXTURES, SATELLITES AND ANTENNA POLICY

This policy outlines the guidelines for those members who wish to purchase satellite dishes, antennas, or install items such as basketball nets, Christmas lights, etc., or anything that attaches to the building envelope.

- 1) Satellite dishes are permitted, however, they cannot exceed twenty-four inches in diameter (24").
- 2) No external devices, satellite devices, antennas, or basketball nets are permitted on the main or garage roofs of the units.
- 3) No satellite devices, antennas, etc., are permitted on the siding, soffit, fascia, flashing, windows, or any location not approved by the Board of Directors.
- 4) All external devices, satellite dishes and antennas must be professionally installed and removed.
- 5) Members are totally responsible for damages, repairs, etc. to the unit caused by any external fixture. The Co-operative assumes no responsibility.
- 6) The Co-op Office will inspect any devices when they have been installed and when they have been removed.
- 7) Any request for external fixtures, satellites or antennas will be dealt with on an individual basis as submitted to the office. No device is permitted to be installed prior to the Board of Directors approval.
- 8) When the member is vacating the unit, the member must make the appropriate arrangements to remove all external devices, satellites or antennas and repairs all holes.

February 10, 1999

Approved by the Board of Directors March 10, 1999

Approved by the General Members March 30, 1999

Approved as Amended by the Board of Directors November 7, 2002

Approved as Amended by the General Members November 21, 2002

### Charles Darrow Housing Co-operative Pool Policy

Wading/toddler/spray pools having a depth/capacity of less than 12 inches of water are allowed on Co-op property provided the conditions below are followed. The Co-op reserves the right to prohibit usage of wading/toddler/spray pools if these conditions are not met:

a) Wading/toddler/spray pools must be emptied at the end of the each day and/or at the end of use and stored appropriately so they do not fill up during the rain;

b) Wading/toddler/spray pools are not allowed to be left filled overnight whether in a fenced yard, an unfenced yard or on a deck;

c) Wading/toddler/spray pools must not be left unattended and must always be monitored by a responsible adult or caregiver whether in a fenced yard, an unfenced yard or on a deck.

d) Swimming Pools, Above Ground Pools, Hot Tubs, Wading Pools, Fish or Garden Ponds, etc., or any container having a depth/capacity of more than 12 inches of water, and/or are intended to remain filled are strictly prohibited on Co-op Property whether in a fenced yard, an unfenced yard or on a deck.

The co-op assumes no liability for accident or injury resulting from use or ownership of any type of pool.

Approved by the Board of Directors May 25, 2005

Approved by the General Members January 11, 2007

### Charles Darrow Housing Co-operative Fire Works Policy

No Fireworks displays are allowed on Co-op property without prior approval of the Board of Directors. Firework displays are allowed on Co-op property provided the conditions below are followed and that the event occurs only on the day of the Celebrated Holiday. The Co-op reserves the right to prohibit usage of fireworks if these conditions are not met:

- a) Fireworks are allowed only in an outdoor area approved by the Board of Directors and the area should be cordoned off so the children are not too close to help prevent any possible injuries.
- b) Fireworks are not toys and should not be handled by children.
- c) An adult must be in charge of the fireworks display.
- d) Safety measures such as garden hoses should be in place in the event a rocket or fireworks goes astray.
- e) Only one firework at a time should be lit and never relight a “dud” firework (wait 15 – 20 minutes then soak in a bucket of water)
- f) The designated adult shall dispose of fireworks by properly soaking them in water and then disposing of them in their trashcan.
- g) All fireworks displays should be completed by 10:00 p.m.
- h) The adult in charge of the fireworks should for their own safety wear eye protection and never have any part of their body over the firework.
- i) As always parents are responsible for the own children and their behaviour. Any children or adult member found lighting fireworks on co-op property will be summoned to the Board of Directors for contravening this policy. If they wish to do their own fireworks they should find somewhere else where they have permission off Co-op property.

Common sense should prevail and the co-op assumes no liability for accident or injury resulting from use or ownership of any fireworks including those organized for the co-op it is all assumed at the members own risk.

**Approved by the Board of Directors June 29, 2006**  
**Approved by the General Members November 30, 2006**