

CARDIFF HOUSING CO-OPERATIVE INC.

By-law No. 28

Occupancy By-law

Passed by the Board of Directors: January 21, 2002

Confirmed by the Members: February 25, 2002

Cardlff Housing Co-operative Inc.

Occupancy By-law No. 28

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CARDIFF HOUSING CO-OPERATIVE INC.

BY-LAW NO. 28

OCCUPANCY BY-LAW

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

This By-law repeals and replaces the following by-laws:

Occupancy By-law No. 15. enacted Sept. 17, 1986.

Occupancy By-law No. 20. enacted June 21, 1989, replacing Arts. 7 (Occupancy by Members) and 11 (Withdrawal from Membership) of Occupancy By-law No. 15.

Occupancy By-law No. 21, enacted June 21, 1989, replacing Arts. 3.04 a-d (Member Deposit) of By-law No. 15 with Arts. 3.04 a) and b).

Occupancy By-law No. 25, enacted June 22, 1992, replacing Art. 6 (Occupancy Rights & Standards) of Occupancy By-law No. 15.

Occupancy By-law No. 26, enacted June 16, 1993, replacing Art. 5.02 (Use and Behaviour) of Occupancy By-law No. 15.

Occupancy By-law No. 27, enacted February 23, 1999 replacing Arts. 10 and 12 (The Co-op Evicts a Member, and Miscellaneous), of Occupancy By-law No. 15.

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**ARTICLE 1
ABOUT THIS BY-LAW, SCHEDULES AND APPENDICES**

1.1 Occupancy Agreement

- a) The Occupancy Agreement, Schedule A, including Appendix A. "Charges to Members" and Appendix B. "Member's Household", is part of this By-law. Members must sign it when their membership in the Co-op begins. The Occupancy Agreement includes the Terms of the Member's Housing Charge Assistance, Appendix C, if it applies to the member. The Co-op, its Officers and Members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
- b) Some by-laws and agreements, such as the Housing Charge Assistance By-law and Performance Agreements, only apply to certain members. These Members must obey them.

1.2 Priority of this By-law

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

**ARTICLE 2
MEMBERS' RIGHTS**

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

Members of the Co-op have the right to:

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

Co-op By-laws and rules limit members' rights.

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**ARTICLE 3
MEMBERS' PAYMENTS**

3.1 Housing Charges

- a) Each member of the Co-op must pay housing charges. Housing charges are made up of:
- The Membership Fee (once only)
 - Monthly Housing Charges less any Subsidy, if applicable. Basic Cable Television charge is included for Members paying full Housing Charges; Members receiving Housing Charge Assistance (Subsidy) must pay the full charges for Basic Cable Television to the Co-op.
 - Parking Charges, if any
 - The Member Deposit, and
 - Other charges that members must pay under any of the Co-op's By-laws.
- b) Co-op Members must set the monthly Housing Charges and Parking Charges at a General Members' Meeting.
- c) Members must pay their Housing and Parking Charges in advance before the close of business on the first day of each month.
- d) The Housing Charge does not include the following costs to a member:
- Electricity for a unit
 - Telephone for a unit
 - Insurance on the Member's Personal Property, and
 - The Member's Personal Liability Insurance.
 - Extra channels not included in Basic Cable Television charges.

3.2 Member Deposit

a) **Paying the Deposit**

Members must pay a Member Deposit to the Co-op. Members must pay this Deposit before moving into their unit or at any other time as permitted by the Board.

b) **The Amount of the Member Deposit**

If members do not receive Housing Charge Assistance (Subsidy), they must pay a Member Deposit equal to the monthly Housing Charge plus 40%, e.g., 140% of the full current monthly Housing Charge for the unit.

If Members receive Housing Charge Assistance (Subsidy), they must pay a Member Deposit equal to 100% of the full current monthly Housing Charge (before deduction of Assistance/Subsidy). The Member Deposit is rounded to the nearest dollar.

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c) Adjusting the Member Deposit

When there is a change in the monthly Housing Charge, the Co-op automatically adjusts the amount of the Member Deposit.

If the Member Deposit increases, Members must pay the extra amount on the effective date of the increase; if it decreases (e.g., when Members move from Market Rent to Subsidy), Members will receive a credit to their Housing Charge Account for the difference on future charges.

d) Returning the Member Deposit

The Co-op will return the Member Deposit usually within two weeks after the Member leaves the unit permanently. Before returning the Deposit the Co-op will deduct any amount which the Member owes because:

- The Member did not give enough notice
- The Unit was not left in the condition stated in 5.09 (I) of this By-law
- The Member owes money to the Co-op
- The Member did not pay the last month's housing charge,
- Or for any other reason.

e) Interest on the Member Deposit

The Co-op does not pay interest on the Member Deposit.

3.3 Other Charges

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

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

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

Examples of these costs are:

- charges on returned cheques
- charges for collection of debts
- increased insurance premiums legal fees, and cost of repairs.

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

- b) Members must pay interest on amounts owing to the Co-op at the rate of 2% above the prime rate of any credit union or bank designated by the Board.

3.4 All Charges are Housing Charges

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

3.5 Responsibility for Charges

a) Per-unit Basis

The Co-op calculates the monthly charge and the Member Deposit for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household.

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

b) Sharing Expenses

Persons who share a unit can arrange to share expenses with the following conditions: the sharing arrangement does not limit the Co-op's rights one of the Members in the unit must collect the payments and make one single monthly payment to the Co-op, and they are each responsible for the full charges.

3.6 Housing Charge Assistance (Subsidy)

Rights to a subsidy are stated in the Housing Charge Assistance By-law (No. 7). Members' rights and obligations are also stated in Appendix C to the Occupancy Agreement and in any other document which the Board of Directors has adopted.

The Co-ordinator/Manager together with the Bookkeeper are authorized to determine who is entitled to subsidy and the amount of the subsidy. Members have the right to appeal to the Board. The Board will determine the procedures to follow. This process must be procedurally fair.

3.7 Participation

Members must attend all general Members' Meetings and take part in the activities of the Co-op, in accordance with the Participation By-law (No. 24). Members are also required to assist in the operation of the Co-op by contributing a minimum of 4 hours a month (48 hours spread over a year), in accordance with Art. 2.02 of the Co-op's Participation By-law (No. 24) or as may be determined by the Board of Directors.

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ARTICLE 4

SETTING HOUSING CHARGES

4.1 The Members Set the Housing Charges

Monthly Housing and Parking charges can be set only by a majority vote of the Members at a General Meeting. Members do this annually or more often as needed. A Budget must be presented to the Members when they are asked to consider an increase in Housing charges. 4.2 of this By-law, "Operating and Capital Budgets", shows how the Co-op must present a Budget to the Members. Existing charges continue until the Members approve a change. The Members may approve changes that are different from those proposed in the Budget.

4.2 Operating and Capital Budgets

a) Preparing the Operating Budget

Each year, the Board will approve a proposed Budget for the next fiscal year. The Members will consider this proposed budget at a General Meeting during which the Budget is presented. 4.3 of this By-law shows how the Co-op must give Notice of this Meeting. The Budget must contain:

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

In preparing the Annual Operating Budget, the Co-op will not show interest earned on Reserves and Contractors' and Suppliers' Holdbacks as Operating Income, but will add the interest earned to Reserves.

b) Capital Expenses

The Board will prepare a Capital Budget if it is planning Capital Expenses. The Capital Budget must contain:

- the Proposed Capital Expenses
- the proposed Source of Funds (e .g ., Operating Revenue or Reserve), and
- the effect of the proposed expenses on the Co-op's Operating Budget.

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4.3 Notice of Proposed Budget

A General Meeting of Members can consider a proposed Budget and proposed Housing Charges only if the Notice of the General Meeting contains mention of the Budget. The Notice must be given as the Act and the By-laws require. A copy of the proposed Budget and housing Charges for each type of unit must be delivered to each unit at least 5 days before the Budget Meeting.

4.4 Date of Change in Housing Charges

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

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

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

4.5 Mid-year Change in Housing Charges

The Board may feel that there should be a change in the total Operating Expenses and/or Housing Charges during a fiscal year. If so the Board must call a Special Members' Meeting to consider the change. The Board will prepare a Budget or Statement showing the reason (need) for the change. 4.3 of this By-law shows how the Co-op must give notice of this meeting.

ARTICLE 5

USE AND BEHAVIOUR

5.1 Residences

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

5.2 Nuisance

Members must not make or allow any noise, nuisance or any other act that unreasonably disturbs or interferes with any other Member of the communities listed in 5.1 above.

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5.3 Illegal Acts

Within their unit, or on Co-op property, Members must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority, such as the Fire Department.

5.4 Mortgage and Agreements

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

- Canada Mortgage and Housing Corporation (CMHC)
- The Province of Ontario,
- and The Co-op's Mortgagee.

5.5 Insurance

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

b) The Co-op will not in any circumstances be liable for things that would be covered by normal MemberGuard insurance the Co-operators' Group.

c) Co-op's Insurance

The Co-op will maintain such insurance as the Board considers appropriate which may include the following:

- i) fire and extended coverage in amounts required by any mortgage or such greater amounts as the Board may reasonably determine;
- ii) boiler and machinery insurance in amounts required by any mortgage or such greater amounts as the Board may reasonably determine;
- iii) public liability insurance, including liability to Members, Tenants and other persons on the property in such amounts as the Board may reasonably determine;
- iv) fidelity bonding for its employees in such amounts as the Board may reasonably determine;
- v) volunteer workers' and directors' accident insurance;
- vi) directors' and officers' liability insurance .

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5.6 Privacy

a) Permission Needed

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

b) Permission Not Needed

After giving a Member 48 hours' written notice, two persons appointed by the Board can enter the Member's unit, at any reasonable time, for:

- Maintenance Inspections, regular or special
- Maintenance repairs or renovations/improvements to the unit and common elements which are only reasonably accessible from the unit, or
- Any other reason which the Board decides that adheres to the co-op bylaws.

If the Member objected to the originally-proposed time and a mutually agreeable time is not arrived at with the Co-op office to provide access within three days of the originally proposed date, then the Co-op may, without the Member's permission, enter the Unit on a further three days' prior written notice.

If a Member does not permit entry at the time proposed in the original notice and the Co-op incurs any costs or damages as a result, the Board may, by resolution, make the Member responsible for all the costs or damages incurred and the amount owing by the Member will be paid by the Member as additional housing charges. The Board may not take this step unless the Member has been given written notice to that effect at least 48 hours prior to the proposed time of entry.

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

- The Member has given the Co-op written notice of withdrawal from Membership and Occupancy, or
- The Co-op has given notice of a Board decision to evict the Member.

If a Member is aware he or she will be away for a period of time and may not see a notice of entry, the Member may designate to the Co-op in writing another person to receive any such notice. But the persons entering the unit may go ahead even if the designated person is not present at the time of entry into the unit.

Access to Members' units will be given only by the persons authorized by the Board. If trades persons require access, they will be admitted by the persons authorized by the Board, who will exercise reasonable supervision from time to time, but will not be required to be present for the entire period during which the trades persons are present.

Persons authorized by the Board will ensure that the unit door is locked after the trades person leaves. At any time an entry is made into a unit (other than in an emergency situation) a notice will be left in the unit indicating that entry was made, the purpose for entry, and the persons who entered.

A Member may, at any time, waive the requirement for notice.

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c) **Notice of Entry**

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

5.7 Violence

Residents and employees must not commit violence against another person in the Co-op. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. Co-op staff is authorized to call police and other authorities in cases of suspected abuse, harassment or violence. The Board, the On-call Committee or staff must report cases of child abuse or children in need of protection to the Children's Aid Society as required by the Child and Family Services Act.

5.8 Domestic Violence

a) Members who are victims of domestic violence can:

- ask the Board to evict any person found guilty by the courts of domestic violence
- request the Emergency Subsidy referred to in the Housing Charge Assistance (Subsidy) By-law No. 7, and
- Get information from the Co-op on support groups in the community.

Under Article 9, the Board can evict anyone who has been found guilty by the courts of domestic violence. A complaint from the victim is not necessary.

b) The Board must have proof that domestic violence occurred and requires the following as proof:

The offending member has been found guilty of assault.

c) When a Member is ready to let a previously violent spouse, partner or co-occupant return, the Member can ask the Board in writing to reinstate that person's membership. Article 7 applies if the Member wants that person to stay as a Casual Guest.

5.9 Maintenance and Repair

a) **Cleanliness**

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

b) **Maintenance**

Members must obey the Maintenance and Improvements By-law No. 29 of the Co-op.

c) **Alterations and Improvements**

Members cannot make alterations and improvements, unless they obey Art #5.of the Maintenance and Improvements By-law No.29.

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d) Changing Locks

Members must not change their locks without written permission from the Co-op. They must give the Co-op keys to new locks.

e) Reporting Problems

Members must promptly report to the Co-op any condition in their unit, the equipment in their unit, or the Co-op building (common elements), which may cause damage to their unit or the building.

f) Neglect of Responsibilities

If Members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the Co-op can carry them out. Those members must pay the Co-op for its out-of-pocket expenses and for the reasonable value of any employee time involved together with 10% of the costs as an administrative fee.

g) The Responsibility of the Co-op

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

h) Appliances

The Co-op must provide each unit with a stove and refrigerator in normal working order. Members must keep the appliances reasonably clean. Members may not install additional major appliances of any kind, such as clothes washers or dryers, dishwashers, etc.

i) Moving Out of the Unit

When members move out of their unit, they must leave it clean and in good order. The Maintenance and Improvements By-law No. 29 describes the condition in which they must leave their unit.

5.10 Acts of Others

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

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5.11 Co-op Liability

The Co-op is not obliged to take action with respect to violence or harassment or domestic violence or other behavioural issues, even though they are a breach of this By-law. The Co-op has to consider such things as:

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

The Co-op has no liability to anyone for misbehaviour of another member or person, even if such misbehaviour is a breach of this By-law. This does not apply to someone who is acting in an official capacity on behalf of the Co-op.

ARTICLE 6

OCCUPANCY RIGHTS AND STANDARDS

6.1 Purpose of this Article

This Article deals with Members already living in the co-op. It covers when they no longer have the right to occupy their present unit because of changes in household size. It does not cover when new members, or members who want to relocate to other units, will get a unit. The Member Selection and Unit Allocation By-law No. 31 deals with those matters.

6.2 Change in Household Size

- a) The number of persons in a Member's household may change. The member must give prompt written notice of the change to the Co-op office. If there is an addition to the household, the notice must include the name of the person added, his or her age if under sixteen, and the relationship of that person to other household members. If the household size has decreased, the notice must give the names of the persons who no longer live in the unit.

Members must agree to a credit check of any new person in their household. The new person must sign a consent if the Co-op asks for it. Members must also give the Co-op any other reasonable information which the Co-op asks for. Members must give the notice, consent and other information promptly, whether or not the Member has yet received from the Board any permission that may be required under Article 7 (Occupancy by Members).

- b) The maximum number who can live in each unit type is:

- | | |
|-----------------|-----------|
| • bachelor | 1 person |
| • one-bedroom | 2 persons |
| • two-bedroom | 4 persons |
| • three-bedroom | 6 persons |

These are the "Maximum Occupancy Standards".

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

- bachelor 1 person
- one-bedroom 1 person
- two-bedroom 2 persons
- three-bedroom 3 persons

These are the "Minimum Occupancy Standards".

d) If a member's household does not meet the Maximum Occupancy Standards, the board will normally require the household to move.

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

- the situation is temporary, or
- the board decides that there are special circumstances that justify letting the household stay in the unit.

e) If the co-op has an existing unit of the proper size, the board will put the member at the top of the internal waiting list for that type of unit. The member must accept the first unit offered.

f) If the board is going to consider a decision to require a member to move under (d) or (e), it must give the member at least ten days written notice of the meeting.

The member can attend and speak at the board meeting, or have a representative speak. The representative can be a lawyer or another person. The board must deliver its decision in writing to the member within five days of the board meeting. The member cannot appeal the board's decision.

g) If the co-op does not have a unit of the proper size, the board can evict the member.

The co-op can also evict a member where the board required the member to move under (e) and the member did not accept the first unit offered.

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

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

- the situation is temporary, or
- the board decides that there are special circumstances that justify letting the household remain in the unit.

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- h) If the Board decides to evict the Member, the date must be at least 6 months after the Board Meeting that required the Member to move. If the Member was not put on the internal waiting list, the date must be at least 6 months after the Board meeting that decided to evict the Member. The Board must use the procedures stated in Article 9 of this By-law .

6.3 Sale of a Part of the Co-op

The Board can't decide to sell all or part of the Co-op's housing units unless the Members pass a special resolution giving it the power to do so. The resolution should deal with the occupancy rights of the Members living in these housing units.

6.4 Government Takeover of Co-op Ownership

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

6.5 Damage by Fire. etc.

- a) If there is major damage affecting a large number of units, the Board will examine the situation and propose a solution. The membership will make the final decision in a Members' Meeting.
- b) If only one or a small number of units are damaged, the Board will consult with the Members living in the units to deal with the situation. If the members do not agree with the proposed solution, the membership will make the final decisions in a Members' Meeting. These decisions will have priority over the Member Selection and Unit Allocation By-law No. 31 (for example, in questions about priority on a waiting list).

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

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

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ARTICLE 7

OCCUPANCY BY MEMBERS

7.1 Policy

a) In the Co-op's By-laws, household means:

- a member;
- any other members living in the unit;
- persons under 16 living in the unit;
- persons who have turned sixteen and continue to live in the unit,
- and any Long-term Guests approved by the Board under Art. 7.5 of this By-law.

The Co-op does not consider anyone else as part of a Member's household. Other persons can live in a Member's unit only as Casual Guests (Art. 7.4), Sub-occupants (Art. 7.8) or Roomers, Boarders, etc. if permitted by this By-law. Members must not allow anyone other than the persons referred to above to use their unit.

b) This By-law applies to a Member unit. The Co-op does not have to follow the procedures in this By-law when dealing with Non-member units. Any leases, agreements or applicable laws govern the Co-op's relations with them. Parts of this By-law apply to Non-members living in a Member unit.

c) Occupants of a Member unit who are not members have:

no greater right to occupy the unit than the Members who occupy it, or any right to occupy it independent of the Members no right to occupy any other unit in the Co-op, and no right to a place on the Co-op's internal waiting list.

If any such persons continue to reside in the Co-op when no longer permitted to do so by the terms of this article, the Members occupying the unit will be considered to be in breach of this By-law. (The Co-op evicts a member).

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7.2 Additions to Household

Members may wish to add to their household someone over sixteen years of age who is not a Member. That person must apply for membership in the Co-op or for Board approval as a Long-term Guest (Art. 7.4) . That person can occupy the unit as a Casual Guest (Art. 7.4) while waiting for the Board to decide.

If the Board refuses to approve the application for membership, that person can occupy the unit only as a Casual or a Long-term Guest if permitted under 7.4 or 7.5 of this By-law.

7.3 Persons Sixteen Years of Age

If a person who is part of a member's household turns sixteen, that person must apply for membership in the co-op. If they fail to apply for membership, then they will be considered long-term guests and the board may cancel or change their long-term guest status at any time, as stated in 7.5.

7.4 Casual Guests

- a) Members can have only a reasonable number of guests at any one time.
- b) Members must have the Board's permission for a guest to stay for more than two consecutive months for a single visit. Normally this would only be for up to one additional month.

Members must have the Board's permission to allow a guest to spend a total of more than three months in a unit for any number of visits during any twelve-month period. The Board can choose the twelve-month period.

- c) The Board normally allows a single visit to last for three months. When the Board gives permission for any visit it: sets the time limit for the visit, and can decide to include the income of the Casual Guest when calculating household income for housing charge assistance (subsidy) .

7.5 Long-term Guests

- a) The Board can allow members to have a guest for an indefinite period. These guests are Long-term Guests in this By-law. Examples include:
 - family members not covered in Art . 7.3 who are part of a Member's household (elderly parents, handicapped family members, etc.)
 - live-in employees (nurses, live-in babysitters, etc.) additions to the household who have been refused membership (Art . 7.2) and
 - others whom the Member invites.
- b) All Members occupying a unit and their Long-term Guests must sign a Long-term Guest Agreement, such as Schedule B of this By-law.
- c) The board can cancel long-term guest status or change the terms of the long-term guest status at any time. The board must give written notice to the member and the guest of any meeting where it will be discussed. The board must give written notice to the member and the guest that it has ended long-term guest status after it has decided to do so. The board decides when the long-term guest status ends. There is no right of appeal.
- d) Normally, the income of long-term guests is to be included in the household income when

housing charge assistance/subsidy is calculated, unless the Board otherwise determines.

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7.6 Principal Residence

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

7.7 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else. Members wanting to be absent from the Co-op must observe the terms of this By-law.

7.8 Sub-Occupancy

- a) If Members want to leave the Co-op temporarily, they can allow someone to occupy their unit as Sub-occupant. All Members and all Sub-occupants must sign a Sub-occupancy Agreement approved by the Board, such as Schedule C of this By-law, before the sub- occupancy begins. If more than one Member occupies the unit, all of them shall be responsible for the Sub-occupant.
- b) All Sub-occupants must have the approval of the Member Selection Committee and the Board if the term is longer than one month.
- c) Normally, a Sub-occupancy can only last 15 months. However, the Board can allow a longer term.

7.9 No Profit

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

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7.10 Co-op Tenants

In all normal Circumstances the Co-op will provide housing to Members and their households only, except as set out in this By-law.

However, any person occupying a Non-Member Unit of the Co-op will be considered a tenant of the Co-op and that person's relationship with the Co-op will be governed by the *Tenant Protection Act*, and any lease or tenancy agreement entered into between them and the Co-op.

In dealing with tenants, the Board will accord them any privileges that are legally required, but the Board will not be required to follow the procedures stated in this By-law or other Co-op By-laws in dealing with them.

- a) Persons who occupy units which become part of the Co-op can apply for membership if they have not already done so. If they do not apply, or are not accepted, they will be tenants of the Co-op.
- b) The *Act* designates units which become part of the co-op as non-member units. If all of the occupants that are sixteen or older give written consent, the board, or a committee of at least two directors selected by the board, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.
- c) If a co-op housing unit was occupied on August 24, 1992, (the day that the *Co-operative Corporations Statute Law Amendment Act* became law), but none of the occupants was a member, the *Act* designates this unit as a non-member unit. If all of the occupants that are sixteen or older give written consent, the board, or a committee of at least two directors selected by the board, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.

7.11 Co-op Employment

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

7.12 Death of a Member

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

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ARTICLE 8

MEMBERS WHO END THEIR OCCUPANCY

8.1 Procedures

- a) If Members want to end their occupancy in the Co-op, they must give at least sixty-five days written notice. The Notice period must end on the last day of the month. The Members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the Board's consent. The Board can refuse to allow Members to withdraw the notice. Members cannot appeal the Board's decision.
- b) Members have full rights and obligations during the notice period. If Members move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.
- c) If the Co-op needs to take possession of the unit of a Member who has given notice, the Board can follow the procedures stated in 171.14 (Application for Writ of Possession) of the Co-operative Corporations Act or take any other action. It can do this before or after the day on which the Member should leave. In this case, the Board does not have to follow the procedures in Article 9 of this By-law.

8.2 Withdrawal from Membership

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

8.3 Vacant Unit

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

8.4 Members No longer Living in the Co-op

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

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ARTICLE 9

THE CO-OP EVICTS A MEMBER

9.1 Terms used in This By-law

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

9.2 When the Co-op Can Evict a Member

- a) The Board can evict a member if the member:
- i) owes housing charges to the Co-op at the time of the Board meeting
 - ii) has been repeatedly late in paying housing charges
 - iii) has broken the by-laws in a way the Board considers serious, or
 - iv) has repeatedly broken the by-laws in a way the Board considers serious, even if the member has corrected the situation when given notice.

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

- b) The Board can evict a member under 6.2 (Change in Household Size), and a decision on membership referred to in Art. 6.5 (Damage by Fire) of this By-law.

9.3 How the Co-op Can Evict a Member

- a) The Board must pass a resolution by majority vote to evict a member. The Board can base its resolution on the model in Schedule E of this By-law.
- b) Before passing a resolution to end membership and occupancy rights, the Board must give written notice to the member of a 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 one 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 membership and occupancy rights during that meeting.
 - ii) the reasons for the proposed eviction
 - iii) the member's unit

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- iv) the proposed eviction date, and
 - v) the fact that the member need not vacate the unit, but that the Co-op may obtain a Writ of Possession after it ends the member's membership and occupancy rights.
- 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 figure 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-op
 - ii) one day in the case of domestic violence (see Art. 5.8 a) of this By-law.
 - iii) ninety days if the member's household size breaks the co-op's occupancy standards, but if a decision was made to require the member to move under 6.2(e), the date will be the later of
 - ninety days after the board meeting that decided to require the member to move; or
 - thirty days after the board meeting that is considering the eviction.
 - iv) thirty days for all other reasons.

The Board can decide that the eviction 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 the members.

The notice must contain the information in the notice in Schedule D of this By-law.

- g) If the Board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within five days of the meeting. The notice must be signed by one director or any one person appointed by the Board. The decision may be in the form attached as Schedule E of this By-law.

The eviction notice may be in the form attached as Schedule F of this By-law.

9.4 Right of Appeal

- a) A member can appeal the Board's decision. 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-op office within seven days of the date on which the eviction notice was given.

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- c) When the Co-op receives a member's notice of appeal, the Co-op must:
- i) call a Meeting of the Members, giving proper notice (Art. 3.07 a) of By-law No. 6, Organizational By-law), or
 - ii) put the matter on the agenda for another Members' Meeting.

However, there must be at least fourteen days between the time the notice of appeal is received and the Members' Meeting to discuss the appeal.

- d) Everyone who receives notice of the Members' 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 (refer to Schedule I).
- e) The member appealing the decision has the right to attend and speak at the Members' Meeting, or have a representative speak. The representative can be a lawyer or any other person.
- f) The Members' 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 Members' Meeting does not pass a resolution to change the decision, or
 - ii) a quorum is not present at the Members' Meeting or at the time of the vote.
- h) If the appeal is unsuccessful, the member will be evicted two days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the Members' Meeting can set a later date for eviction.

9.5 Legal Action

- a) The Board can decide to take legal action as a result of decisions under previous sections.
The Board does not have to wait until the eviction date to start legal action.
- b) The Board can choose two directors or two persons appointed by resolution of the Board to deal with legal actions for the Co-op. These persons can:
 - i) give all necessary instructions to the Co-op's lawyers, and
 - ii) make a settlement or other agreement after consulting with the Co-op's lawyers..

For example, there could be a Performance Agreement or similar agreement worked out. The Board can limit these persons' authority by a Board resolution.

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9.6 Performance Agreements

- a) The Co-op can sign a Performance Agreement with the member. When a member and the Co-op sign a Performance Agreement, any outstanding resolution evicting the member will be cancelled.
- b) The Performance Agreement may state how the member will:
 - i) carry out obligations in the future
 - ii) correct any past problem, and
 - iii) compensate the Co-op for any losses.

The Board can authorize two directors or any two persons appointed by resolution of the Board to work out the details of the Performance Agreement. However, the Board must authorize every Performance Agreement. The Board may direct who is to sign a Performance Agreement on behalf of the Co-op.

- c) The Board can use the Performance Agreements in Schedules G and H of this By-law.
- d) If the member breaks the Performance Agreement, then the Board must start procedure to evict the member over again. 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 a resolution of eviction will not be effective if the member:
 - i) pays the amounts owed, or
 - ii) carries out any acts that the Board states in the resolution within the time period stated in the resolution.

9.7 Non-members in a Member Unit

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

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**ARTICLE 10
MISCELLANEOUS**

10.1 Personal Information of a Member

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

10.2 References to Other By-laws

Some terms in this By-law contain references to other by-laws of the Co-op. If those other by-laws have not been passed by the Co-op, the Board will decide any matters which would have been included in any by-law.

10.3 Serving Documents

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

- a separate notice will be given to each member being evicted, and to any member who has left the unit if a member is absent or evading notice, the notice can be given by:
- handing it to any apparently adult person (a person 16 years of age or older) at the unit
- posting it in a conspicuous place on some part of the unit (for example, taping it to the door),
- or sending it by registered mail to the person at the unit.

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10.4 Errors or Omissions in Procedures or Notices

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

10.5 Coming into Force

This By-law will come into force only after being passed by a resolution of the Board and confirmed by at least a two-thirds majority of the votes cast at a meeting of members, and may be amended only in the same manner and by the same majority. At the time it came into force, all provisions of By-law #15 and amendments which may conflict with this By-law will be repealed.

PASSED by the Board of Directors and sealed with the corporate seal of the Co-operative this 21 day of January 2002.

Secretary

President

CONFIRMED by at least two-thirds majority of votes cast at a General Meeting of Members this 25th day of February, 2002.

Secretary

President

February 25, 2002