

*Superseded by By Law #15*

**CARDIFF HOUSING CO-OPERATIVE INC.**

**BY-LAW NO. 3**

**OCCUPANCY BY-LAW**

**PASSED BY THE BOARD OF DIRECTORS: October 21, 1985**

**CONFIRMED BY THE MEMBERS: October 28, 1985**

CARDIFF HOUSING CO-OPERATIVE INC.

BY-LAW NO. 3

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

BE IT ENACTED as a By-law of CARDIFF HOUSING CO-OPERATIVE INC. (the "Co-op") as follows:

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

ARTICLE I

CO-OP'S RELATIONS WITH MEMBERS

1.01 Terms of Occupancy

The terms of occupancy of Units of housing in the Co-op by members shall be those set out in the by-laws and Occupancy Agreement of the Co-op. The Occupancy Agreement attached hereto is hereby adopted as the Occupancy Agreement of the Co-op and is incorporated herein. Each member shall sign a copy of the Occupancy Agreement which copy shall include a Housing Terms Acknowledgement and, if applicable to the member, a Housing Charge Assistance Acknowledgement. The Co-op, its members and staff shall observe all the terms of the by-laws and Occupancy Agreement and be bound thereby whether or not any particular member has signed an Occupancy Agreement.

1.02 Priority

Wherever there is a conflict between this By-law and any other by-law or resolution, 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.

1.03 Non-Member Occupants

(a) This By-law shall apply to all occupants of the Co-op who are members of the Co-op and their households. If the Co-op has any tenants who are not members, in dealing with such persons, or terminating their relationship with the Co-op, the Board of Directors (the "Board") shall act in accordance with the applicable sections of The Landlord and Tenant Act or the Residential Tenancies Act, whichever is applicable, and shall not be obliged to follow the procedure set out in this By-law with respect to members.

(b) In dealing with tenants, the Board shall accord the tenants privileges specifically made available to them by this or any other by-law and generally shall act in a fair manner towards them recognizing that they are not entitled to the full privileges of membership.

## ARTICLE II

### MEMBERS' RIGHTS

#### 2.01 Exclusive Possession

Members of the Co-op shall be entitled to exclusive possession of their Units, to the use in common with other members of the common facilities applicable to their Units, and to the use of any parking spaces allocated to them. The Co-op shall permit them quiet enjoyment thereof in accordance with the by-laws of the Co-op.

## ARTICLE III

### MEMBERS' CHARGES

#### 3.01 Monthly Charges Paid to the Co-op

The monthly housing charge and parking charge applicable to each Unit shall be paid by the members occupying the Unit monthly, in advance, on the first day of each month in such manner and at such place as the Board may direct.

#### 3.02 Member Deposit

(a) Members shall pay to the Co-op, prior to moving into their Units or at any other time as permitted by the Board, a Member Deposit which shall be determined by subtracting any applicable Housing Charge Assistance from the housing charge applicable to the member's Unit and multiplying the difference by 140%. The product so obtained shall be rounded down to the nearest dollar.

(b) When the Co-op regains possession of a member's Unit, the Member Deposit shall be returned to the member less any sums of money which may be due and owing to the Co-op by the member, 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 the member.

## ARTICLE IV

### USE AND BEHAVIOUR

#### 4.01 Private Residences

Units shall be used only as private residences for members and their households, and for other persons in accordance with this By-law, and for no other purpose unless specific permission is granted by the Board.

4.02 Nuisance

(a) Members shall be responsible for the acts, omissions and behaviour of all persons occupying their Units, as referred to in Article V or otherwise and all persons invited or permitted into the Unit, common elements or other property of the Co-op by the member. Members shall ensure that no such person does any act or omits to do any act which if done or omitted by a member would not be permitted under the terms of the by-laws of the Co-op. If any such person causes damage to the property of the Co-op, the member shall be liable for the cost of correction. Any acts or omission of such person that would be grounds for disciplinary action or termination of membership or occupancy rights had it been committed or omitted by a member, shall be grounds for termination of occupancy or membership rights or disciplinary action with respect to the member if committed by any such person.

(b) No member shall commit or permit any noise, nuisance or other act that might unreasonably disturb other members of the Co-op or residents of the community of which the Co-op forms part. No member shall commit any illegal act or breach of any municipal, provincial or federal law, by-law or regulation of any competent authorities within the Unit or on the common elements or other property of the Co-op.

(c) Members shall be responsible for ensuring that any pets kept by them do not unreasonably disturb others.

4.03 Privacy

(a) Members shall be entitled to privacy within their Units. Neither the Co-op nor anyone on its behalf shall enter any member's Unit without the member's permission, except as provided in this section 4.03.

(b) In the case of real or perceived emergency, the Co-op or persons authorized by it may enter a member's Unit for the purpose of correcting the situation giving rise to the emergency.

(c) The Co-op shall be permitted to enter each Unit on at least 24 hours' written notice for the following purposes:

- (i) a regular periodic maintenance inspection or special inspections for maintenance and repair purposes
  - (ii) performing maintenance, repair and improvement responsibilities to the Unit and common elements which are only reasonably accessible from the Unit
  - (iii) inspection for the purpose of any insurance policy or appraisal of the Co-op's property
  - (iv) for such other reasons as the Board may determine, acting reasonably.
- (d) (i) The Co-op shall leave a written notice at the member's Unit at least 24 hours before the proposed time for entering the Unit for any of the purposes under sub-section (c) requesting permission to enter the

Unit. Such notice need not set out a specific time but may set out a time range which may be over a number of days and may include provision for multiple entries of the Unit. The member may indicate to the Co-op office that such time is inconvenient and may propose an alternative time which time must be within three days of the time set out in the notice. The Co-op may then enter the Unit at the time agreed upon with the member or, if the member fails to respond, may enter the Unit at or about the time set out in the original notice. 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.

- (ii) If a member does not permit entry at the time proposed in the original notice and the Co-op incurs any costs or damages by reason thereof, the Board may by resolution make the member responsible for all such costs or damages and such amount shall 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 this effect at least 24 hours prior to the proposed time of entry.
- (iii) Notwithstanding the foregoing, during the Co-op's general rehabilitation period anticipated to last from about October 1, 1985 to about June 1986, the Co-op or persons doing the rehabilitation work may enter any Unit on 24 hours' written notice.

(e) A member may on receipt of a notice of entry under this paragraph 4.03, or, if a member is aware he or she will be away for a period of time and might not see a notice of entry, designate to the Co-op office another person within the Co-op to receive any such notices which may be delivered. The Co-op will then give all such notices to such designated person, but the persons entering the Unit may go ahead even if the party to whom such notice was given is not at the relevant time present at the Unit.

(f) The Co-op may, on at least 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 or if a resolution has been passed by the Board terminating occupancy or to conduct a move-out inspection prior to the member's departure.

(g) The various time periods set out above may be abbreviated with the consent of the member concerned.

(h) Access to members' Units shall be given only by the Co-op staff or authorized Co-op members. If any tradespersons or others require access then they shall be admitted only by such staff or members, who shall exercise reasonable supervision from time to time over such persons, but shall not be required to be present for the entire period during which the tradespersons are present.

(i) The Co-op shall ensure that the tradespeople with whom they deal have reasonable insurance and/or bonding coverage in the event of damage or dishonesty.

(j) At any time an entry is made into a Unit as described in this section (other than in connection with the Co-op's general rehabilitation work), a notice shall be left in the Unit indicating that the entry was made, the time, the purpose and the persons who entered.

(k) Notices under this section 4.03 shall be considered delivered when left at the member's Unit, put under the door of the Unit or otherwise left at the Unit.

#### 4.04 Maintenance and Repair

(a) Members shall maintain their Units in an ordinary state of cleanliness at all times and shall comply with all requirements and standards of health authorities and other authorities respecting standards of cleanliness and maintenance. Members shall be responsible for the repair of damage to Co-op property caused by their wilful or negligent conduct or that of persons permitted on the property of the Co-op by them or others occupying their Unit.

(b) Members shall not make any alterations or improvements to their Units or alter or in any way change the locking system except in accordance with the Co-op's Maintenance and Improvements By-law when that By-law has been adopted or with the consent of the Board.

(c) Members shall report to the Co-op promptly any condition in their Unit or its equipment or in the building containing the Unit which comes to their knowledge and which may cause deterioration of the Unit or building if not corrected.

(d) The Co-op may perform any of the maintenance or other obligations of a member as set out in this section if the member responsible does not perform them within a reasonable time in the circumstances and the member shall reimburse the Co-op for its out-of-pocket costs and the reasonable value of any staff or member time in connection with such performance.

(e) The Co-op shall keep the Unit, the other property of the Co-op, and all the services and facilities of the Co-op in a good state of repair and fit for habitation and in compliance with health, safety, maintenance and occupancy standards required by law, subject to the responsibilities of the members. Such maintenance may be by virtue of Co-op staff or contractors or by virtue of participation by members.

(f) The Co-op shall provide a stove and refrigerator in good working order in each Unit. Members shall clean and maintain the stove and refrigerator in a reasonable manner.

(g) At the end of a member's occupancy of a Unit, the Unit shall be left in a clean and tidy condition.

### ARTICLE V

#### OCCUPANCY BY MEMBERS

##### 5.01 Occupancy by Members Only

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 Article.

5.02 No Assignment

Members desiring to leave the Co-op for more than twelve months must surrender their occupancy rights to the Co-op and withdraw from membership. Members may not assign their right to occupy their Unit.

5.03 Sub-Occupancy

(a) Members who desire to leave the Co-op temporarily for a period of not more than fifteen months may permit others to occupy their Unit, but only on terms, and to a party, acceptable to the Board. Such terms shall include an agreement by the sub-occupant to vacate at a specific time, a provision that the sub-occupant's rent be paid directly to the Co-op, to be credited to the member's account, and that the member is responsible for payment of such charges and for the acts of the sub-occupant. The Board may allow a member to extend this period by up to an additional three months, at its discretion.

(b) Members may have roomers, boarders, paying guests or people sharing costs only if they qualify in accordance with Appendix "A" attached hereto.

5.04 No Profit

(a) To implement the non-profit policy of the Co-op, any arrangements for sharing expenses among persons occupying a Unit shall distribute expenses on a fair, reasonable and equitable basis and shall not directly or indirectly permit a profit to any member or relieve any member from paying a fair share of the expenses.

(b) Members may not profit on surrendering their occupancy rights or granting temporary occupancy rights. Any profit realized by members out of their right to occupy a Unit in the Co-op shall be the property of the Co-op.

(c) No member is eligible for Housing Charge Assistance during any period when the member's Unit is occupied by a sub-occupant and the member is not also in occupation of the Unit.

5.05 Consent to Assignment

In order to control occupancy of the Co-op's Units and to prevent any profit on surrender or change of Units, the Co-op shall be considered to be acting reasonably in withholding its consent to any assigning, subletting, parting with possession of or disposing of any Units if it refuses consent where the proposed transaction would be in favour of a non-member (except as permitted under this By-law) or would violate any provision established by the Co-op in relation to waiting lists or any other provision of this By-law.

## ARTICLE VI

### LIABILITY AND INSURANCE

6.01 Co-op Liability

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.

6.02 Members' Liability

The member 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 or invitees.

6.03 Members' Insurance

Members are encouraged to obtain whatever insurance they feel appropriate for theft of or damage to property owned by them and liability insurance for damage they may cause to the Co-op's property.

ARTICLE VII

TERMINATION OF OCCUPANCY BY MEMBER

7.01 Notice Required

a) Members may terminate their occupancy in the Co-op by giving at least 65 days' notice, in writing, with the 65 days ending on the day preceding a day for payment of monthly charges. The member's right to occupy a Unit shall terminate at the end of the 65 day notice period. A notice to terminate occupancy by a member may not be withdrawn without the agreement of the Board.

b) Until the 65 days is up, the member's rights and obligations shall remain in full force and effect. On the expiration of the 65 days, if the member vacates the Unit in accordance with the notice the member obligations to the Co-op shall end but any outstanding obligations to the Co-op existing on that date shall continue until paid or fulfilled.

ARTICLE VIII

TERMINATION OF OCCUPANCY BY CO-OP

8.01 Termination on Default

The Board may terminate a member's right to occupy a Unit in the Co-op if, in the Board's opinion:

(a) the member is in default of, or has been repeatedly late in, payment of housing charges or other charges payable under the articles or by-laws of the Co-op;

(b) the member, or those for whom the member is responsible under the provisions of the articles or by-laws, has breached any provision of the articles or by-laws, and has not, in the opinion of the Board, adequately remedied or compensated for such breach where such breach is capable of remedy or compensation;

(c) the member, or those for whom the member is responsible under the provisions of the articles or by-laws, has repeatedly breached the provisions of the articles or by-laws;



and in the Board's opinion such default, lateness, breach or breaches are sufficiently serious to warrant termination of occupancy. Any decision by the Board to terminate occupancy pursuant to this Article VII shall be final and binding upon the member and the Co-op subject to the provisions of section 8.03 concerning appeal.

8.02 Procedure for Terminating Occupancy for Default

(a) The Board may not terminate any member's occupancy rights unless written notice has been delivered to the member's Unit at least ten days prior to a meeting of the Board unless the Board at the meeting decides to act on a lesser notice because, in the opinion of the Board, there is likely to be an imminent or continuing breach of the peace or of the law or in the opinion of the Board, reasonably anticipated danger to persons or property or other emergency exists. Such written notice shall:

- i) specify the breach or default complained of;
- ii) require the member to remedy the breach if it is capable of remedy;
- iii) require the member to make compensation in money for the breach if it may be compensated for in money;
- iv) set out the time and place for the meeting to consider whether the member's occupancy rights shall be terminated.

The member may appear personally or by agent or counsel at the meeting and make representations to the Board prior to its vote.

(b) If the Board is of the opinion that one of the causes set out in 8.01 exists at the time of the meeting, the occupancy rights (but not the membership) of the member may be terminated by resolution passed by a majority of those present and voting at the meeting. Such termination of occupancy rights shall be effective at a date specified in the resolution, which date shall be a reasonable time after the meeting but normally at least ten days after the meeting. If the member is not in arrears in payment of charges, the termination date shall normally be set 30 or more days after the meeting but may be set at an earlier date at the Board's discretion.

(c) The Board may adjourn the determination of whether to terminate the member's occupancy to consideration at a specific future time. It shall not be necessary to give the member any further notice of any such future consideration.

(d) If it sees fit, the Board may terminate a member's occupancy rights on a specific date but may resolve that such termination shall not take effect if the member makes such payments or performs such acts as the Board may determine on or before such date. If the member complies with such resolution, then the resolution terminating the member's occupancy rights shall be of no further force or effect.

(e) If the occupancy rights of the member are terminated, a notice to vacate specifying the day of termination shall be delivered to the member's Unit normally within two days following the meeting of the Board. Such notice shall be delivered whether or not a resolution referred to in 8.02 (d) has been passed.

### 8.03 Right of Appeal

(a) Except where a member's occupancy rights were terminated for default in payment of charges, if the member or the member's agent or counsel was present at the meeting of the Board the member may appeal the Board's decision by leaving at the Co-op office within five days of delivery of the notice referred to in paragraph 8.02 (e) notice setting out the grounds of appeal.

(b) On receipt of such notice, the President shall call a meeting of the members giving due notice thereof or put the matter on the agenda for the next members' meeting.

(c) At such meeting the member whose occupancy rights has been terminated may appear with or without counsel and may make representations to the meeting.

(d) By a majority vote the meeting may confirm the decision of the Board or substitute for its decision any decision which could have been made by the Board.

(e) If an appeal is launched in accordance with this section, the day of termination shall be two days following the date for which the members' meeting is called or the date specified in the notice to vacate referred to in paragraph 8.02 (e) whichever is the later unless the members' meeting decides to further extend the day of termination.

(f) If the members' meeting is duly called and fails to pass a resolution confirming or changing the decision of the Board or if a quorum is not present, the decision of the Board shall be deemed to have been confirmed.

### 8.04 Legal Proceedings

(a) If the member fails to vacate on the proper day of termination determined in accordance with the previous paragraph or if it appears likely that the member will not so vacate, the Co-op may apply for a Writ of Possession against the member. The Co-op may also sue the member for any monies owing by the member to the Co-op.

(b) Notwithstanding the provisions of the Landlord and Tenant Act, the Co-op shall not have the right to seize the goods and chattels of any member (unless the member has abandoned the Unit). None of the members' property shall be subject to levy by distress for arrears of housing charges.

(c) Unless a member consents, or the Unit has been abandoned, the Co-op shall not re-enter or regain possession of a Unit except under the authority of a Writ of Possession or other judicial process.

### 8.05 Applicability of By-laws

Notwithstanding the provisions of section 18 (1) of The Landlord and Tenant Act, the Co-op shall have no right to terminate occupancy rights or to re-enter a Unit unless the provisions of its By-laws have been adhered to.

8.06 Abandonment

If a Unit has been abandoned, the Co-op may enter the Unit and allot it to another member or rent it and any losses or costs resulting to the Co-op shall be the responsibility of the abandoning member. A Unit shall be deemed abandoned if reasonable inquiry indicates that persons have not been seen entering or leaving the Unit for a significant period of time and if on entry of the Unit it appears vacant by reason of absence of furniture or other personal belongings.

ARTICLE IX

WITHDRAWAL FROM MEMBERSHIP

9.01 No Withdrawal without Terminating Occupancy

Resident members may not withdraw from membership in the Co-op without terminating their occupancy in the Co-op. If a member serves notice of withdrawal from membership under Section 64 of the Co-operative Corporations Act, the member shall be deemed to have given 65 days' notice to terminate occupancy in accordance with 7.01 at the same time. If the member fails to vacate his or her Unit in accordance with 7.01, the Co-op may apply for a Writ of Possession and take such other proceedings as the Board sees fit against the member without the necessity of following the provisions of 8.01 and 8.02.

9.02 No Termination of Occupancy Without Withdrawal

Members may not terminate their occupancy rights in the Co-op under 7.01 without also withdrawing from membership in the Co-op and the delivery of a notice of termination under 7.01 of this By-law shall be deemed to be the delivery of a notice of intention to withdraw from membership under Section 64 of The Co-operative Corporations Act.

9.03 Abandonment

Any member who has abandoned a 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.

9.04 When Occupancy Rights Terminated

Any member whose occupancy rights have been terminated under Article VII 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.

ARTICLE X  
MISCELLANEOUS

10.01 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 8.02 shall invalidate any decision made by the Board or members if there has been substantial compliance with the provisions of this By-law and if no injustice results. Any member may waive in writing or by conduct any defect in procedure with respect to any matter dealt with in this By-law.

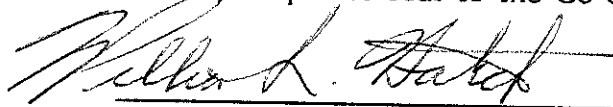
10.02 Condoning

No failure by the Co-op to enforce any of its rights and no condoning or waiver of any particular breach or default shall operate to prevent the Co-op from insisting on its rights with respect to any other or continued breach or default.

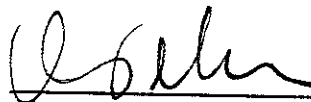
10.03 Amendment

This By-law shall come into force only after being passed by a resolution of the Board and confirmed by at least 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.

PASSED by the Board and sealed with the corporate seal of the Co-op this 21st day of October, 1985.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

c/s

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members this 28th day of October, 1985.



\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

c/s

## APPENDIX "A"

### TERMS FOR MEMBERS SHARING UNITS WITH ROOMERS, BOARDERS OR PAYING GUESTS

Members may have people sharing or occupying part of their Unit and contributing to expenses or making payments only if they comply with the following:

1. The arrangement for sharing the Unit and expenses must have existed on September 30, 1985.
2. Members must register with the Co-op indicating that they wish to claim this exemption from the Co-op's normal by-laws by October 31, 1985.
3. Members must sign an agreement with the Co-op to be negotiated between them and staff of the Co-operative Housing Federation of Toronto, subject to ultimate appeal to the Board. Such agreement shall provide that:
  - (a) the Occupancy Standards set out in the Co-op's Member Selection and Unit Allocation By-laws shall govern the maximum number of people permitted to share the accommodation or occupy the Unit except where, on September 30, 1985, the number of such persons exceeded this maximum number. In such a case, the member shall be permitted to continue with the existing sharing arrangement so long as the persons sharing or occupying the Units lived with the member on September 30, 1985;
  - (b) in accordance with Section 5.04 of this By-law, the amount charged to persons sharing the Unit shall not result in a profit to the member;
  - (c) the member accepts responsibility for all acts and liabilities, both financial and non-financial, of any person sharing the Unit.

All persons sharing or occupying part of a member's Unit and contributing to expenses shall have the legal status of subtenants of the particular member. Such persons shall not be direct tenants or subtenants of the Co-op. Except in the case of a particular subtenant who will be in the Unit for less than one month, each such subtenant shall be required to sign an agreement with the Co-op acknowledging this relationship.

- are usually developed by committees or staff, but should be confirmed by the Board of Directors which is responsible for co-ordinating activities in all areas of the co-op's operations.

Each co-op must decide which decisions should be designated as **by-laws or policies**, and so require approval by the members, and which are **procedures**, or operational matters designed to implement policies and can be confirmed by the Board without reference to the members.

Which decisions it is appropriate to give the status of a by-law or policy and which the status of a procedure will be determined by the degree of importance attached to the decision. If it is a matter that you want to ensure can only be amended by a decision of the members, adopt it as part of a by-law or policy.

#### 4. Example of Maintenance By-law/Policy and Related Procedures

##### **By-law/Policy:**

Members will be reimbursed for the cost of paint required to repaint their units once every three years.

##### **Procedure:**

The Maintenance Committee will open an account with a local paint supplier and issue a purchase order to members to purchase paint, in accordance with the provisions of the Maintenance Policy.