

161 (6)

CARDIFF HOUSING CO-OPERATIVE INC.

BY-LAW NO. 25

**A BY-LAW TO AMEND BY-LAW NO. 15,
THE OCCUPANCY BY-LAW**

BE IT ENACTED as By-law No. 25 of CARDIFF HOUSING CO-OPERATIVE INC., that Article 6 (Occupancy Rights and Standards) of the Occupancy By-law, By-law No. 15 of the Co-op, be deleted and replaced by this By-law 25.

**ARTICLE 6
OCCUPANCY RIGHTS AND STANDARDS**

6.01 APPLICABILITY OF BY-LAW

This Article deals with changes in the size of existing households within the Co-op and sets out circumstances in which members may cease to be entitled to occupy their existing unit. The Member Selection and Unit Allocation By-law deals with allocation of units to new members and to members relocating from other units in the Co-op. When situations arise which are not provided for in this or any other By-law, the Board will make all decisions relating to allocation of units based on occupancy standards that it adopts for general application, which may or may not be more restrictive than the standards set out in this Article.

6.02 CHANGE IN HOUSEHOLD SIZE

a) If the size or composition of a member's Household (as defined in 7.01(a) of the Occupancy By-law No. 20), changes from that set out in the member's application for membership or any subsequent notice of change in household size or composition given to the Co-op, the member must deliver to the Co-op office prompt written notice concerning the change. If there is an addition to the household, the

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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 there is a decrease in household size, the notice must provide the name of the person or persons who no longer reside in the unit. If the Co-op requests, the member must also provide a consent to a credit check signed by the new household member and any other information that may be requested. The notice, consent and other information required under this paragraph must be given 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) With the exceptions set out in (c) and (d) below, the following occupancy standards will govern the maximum number of persons ("Maximum Occupancy Standards") normally permitted to reside in each of the Co-op's unit types:

<u>Unit Size</u>	<u>Maximum</u>
. bachelor	1 *
. one bedroom	2
. two bedroom	3 **
. three bedroom	5 ***

* The Board may, at its discretion, permit two persons to reside in a bachelor unit.

** Two-bedroom Penthouse: Maximum of 4 of whom no more than 3 are adults.

*** Maximum of 5 of whom no more than 3 are adults.

c) A two-bedroom unit shall not be allocated to a one-person household unless there are fewer than seven of the Co-op's two-bedroom units so occupied at the time.

- d) Any member sharing a two-bedroom unit with a spouse who separates from, or loses a mate, has the right to remain in that unit unless he/she is unable to afford it, or chooses not to do so. In that case, he/she may apply to the Co-op to relocate to another, smaller unit as set out in Para. 6.02(f).

- e) If a household exceeds the Maximum Occupancy Standards by more than one person, the Board will institute the procedure set out in this Para. 6.02(f) to relocate the household to a unit of appropriate size. However, the Board may determine not to do so because it feels the situation is temporary, or for other reasons, and should be permitted to continue.

- f) The Co-op will give the household priority on the internal waiting list (as provided in the Member Selection and Unit Allocation By-law) for a unit of the appropriate size. If the household declines to move into the first unit offered, the Co-op may, subject to (i) of this Paragraph, terminate the member's right to occupy the unit by Resolution of the Board. The member's right to occupy the unit will terminate on the last day of the sixth month following the day the resolution is passed.

- g) The member will be given at least ten days' prior written notice of any meeting called to consider a Resolution to terminate his or her occupancy rights. The member will be entitled to attend the meeting and to be represented by agent or counsel and to make representations.

- h) If the member was present or represented at the meeting of the Board, the member may appeal the decision terminating occupancy in the manner provided in Paragraph 10.03 of this By-law (Right of Appeal). The appeal procedure set out in Paragraph 10.03 will be followed except that the day of termination will be in accordance with this Paragraph 6.02(f) and (j).
- i) After a resolution terminating a member's occupancy rights under (f) of this Paragraph is passed, the member will be placed on the Co-op's internal waiting list and will have priority as set out in the Member Selection and Unit Allocation By-law No. 23, Arts. 6.04, 6.07 (Internal Waiting List). During the six-months' notice period, the household will be offered any suitable units that become available.
- j) If the Co-op does not own a unit of housing appropriate for the household size, the Co-op may, subject to (i) of this Paragraph 6.02, terminate the member's right to occupy the unit by resolution of the Board. The member's right to occupy the unit will terminate on the last day of the sixth month following the day the resolution is passed.

6.03 INFIRMITY

- a) It is an essential requirement of occupancy of the Co-op that members be physically and mentally capable of living independently and caring for themselves or that the members make provision for their care without undue hardship on the Co-op, its members or employees. If the Board determines that any member is incapable of performing or fulfilling this requirement, it may terminate that member's right to occupy his or her

- unit, unless the member demonstrates to the satisfaction of the Board that suitable arrangements have been made for the necessary care without undue burden to the Co-op. The Board may refrain from adopting a resolution of termination if the member or person making such representations enters into a written agreement with the Co-op on such terms as the Board may approve.
- b) In the event that the Board considers such a matter under (a) of this Paragraph but decides not to adopt a resolution of termination because of representations made by or on behalf of the member, the Board may at any time in the future consider a resolution to terminate that member's occupancy rights if it feels that the arrangements for the member's care are not adequate or have not been observed.
- c) When adopting any resolution under this Paragraph, the Board will be entitled to rely on the opinion and experience of the employees, officers and members of the Co-op, and will not be obliged to obtain medical or other expert evidence. The Board will consider any medical or expert evidence provided by the member.
- d) No resolution of termination will be adopted unless written notice of the meeting at which such resolution is to be considered is delivered to the member's unit at least ten days prior to the meeting of the Board at which termination is to be considered. The member will be entitled to appear either personally or by agent or counsel at such a meeting and make representations. The day of termination will be on the date set out in the Board's resolution, but not less than ninety days after delivery of a copy of the resolution to the member's unit.

e) If the member was present or represented at the meeting of the Board, the member may appeal to a Members' Meeting the decision terminating occupancy by leaving a written notice at the Co-op office within five days after delivery to the member of the copy of the resolution as referred to in (d) of this Paragraph. The procedure set out in Paragraph 10.03 will apply to any appeal under this Paragraph.


Alternatively, the member may request that an arbitrator be appointed to determine whether or not his or her occupancy rights should be terminated. If the Board agrees to the appointment of an arbitrator, and if the Board and member then agree on an arbitrator, the decision of the arbitrator will be final and binding upon the Co-op and the member, and will not be subject to appeal. In such event, there will be no appeal to the members.

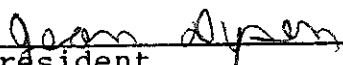
6.04 DAMAGE BY FIRE

- a) If any unit in the Co-op is damaged by fire or other casualty and the damage is minor, the unit will be repaired by the Co-op as quickly as possible and there will be no reduction in housing charges.
- b) If the damage is sufficiently serious that, in the opinion of the Board, it is not desirable to repair the unit, then the member's right to occupy the unit will terminate immediately and charges will 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 will terminate immediately and charges will cease effective the day of the fire or casualty. In addition to the priority on the waiting list referred to in e) of this Paragraph, the member will have a further right to reoccupy the damaged unit when it is repaired.
- d) For a period of up to three months after the fire or casualty, the member's household will 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 the unit occupied or the damaged unit.
- e) Any member losing the right to occupancy under this Paragraph will have priority on the Co-op's internal waiting list until a suitable unit which the household is eligible to occupy under the Co-op's Member Selection and Unit Allocation By-law is offered to him or her. If the member refuses such a unit when offered, his or her priority on the waiting list will be re-established in accordance with the Member Selection and Unit Allocation By-law.

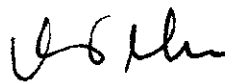
PASSED by the Board of Directors and sealed with the corporate seal of the Co-operative this 13th day of May, 1991.

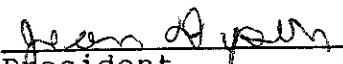


Secretary c/s


President

CONFIRMED by at least two-thirds majority of votes cast at a general meeting of members this 22nd day of June 1991.



Secretary c/s


President

Mw

CARDIFF HOUSING CO-OPERATIVE INC.

TO: Members of Cardiff Co-op
FROM: Board of Directors
DATE: July 1991
SUBJECT: Amendments-Art. 6, Occupancy By-law No. 15
Occupancy Standards (New By-law No. 25)

BACKGROUND

In early 1990, the Member Selection By-law No. 23 (Article 3) was amended. This amendment resulted in a discrepancy between the Member Selection By-law No. 23, Art. 3, (Occupancy Standards) and the Co-op's Occupancy By-law No. 15, Art. 6 (Occupancy Standards).

Because the Co-op is required to keep its By-laws in accord with one another, and as a mere "housekeeping" measure, the present NEW BY-LAW NO. 25, AMENDING THE CO-OP'S PRESENT OCCUPANCY BY-LAW NO. 15, ARTICLE 6 (OCCUPANCY STANDARDS), was drafted, approved by the Board and is submitted to the Membership for adoption.

Apart from minor changes in wording and arrangement of paragraphs, the present Occupancy By-law No. 15, Art. 6 and the New By-law No. 25, Art. 6, are substantially the same, with the exception of Para. 6.02 b-d.

Para. 6.02 b) - Occupancy Standards
has been amended to agree with Member Selection By-law No. 23, Art. 3.01.a).

Para. 6.02 c)
has been amended to agree with Member Selection By-law No. 23, Art. 3.01.b).

Para. 6.02 d)
has been added after Art. 6.02 c), as a new paragraph explaining in more detail members' rights following separation or loss of a spouse.

Para 6.02 e) (last sentence)
no change: explicitly stating role of the Board.

Para. 6.03 a) (first sentence and last sentence)
no change: giving more detailed explanation.

Para. 6.03 e) (first sentence)
no change: giving more detailed explanation.

Para. 6.04 d) (first sentence)
no change: further details.

RECOMMENDATION

That the Members adopt the attached Occupancy By-law
No. 25 (Occupancy Standards).

The Board

Attachment