

**CARDIFF HOUSING CO-OPERATIVE INC.**

**BY-LAW NO. 15  
OCCUPANCY BY-LAW**

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BY-LAW NO. 15

OCCUPANCY BY-LAW

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

WHEREAS the CARDIFF HOUSING CO-OPERATIVE INC. ("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,

BE IT ENACTED as a By-law of the Co-op as follows:

ARTICLE 1

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 will be those set out in the by-laws and Occupancy Agreement of the Co-op. The Occupancy Agreement attached to this By-law is hereby adopted as the Occupancy Agreement of the Co-op and is incorporated into the By-law. Each member must sign a copy of the Occupancy Agreement which will include a Housing Terms Acknowledgement and, if applicable to the member, an Acknowledgement of Housing Charge Assistance Terms. The Co-op, its officers and members must observe all the terms of the by-laws and Occupancy Agreement and are bound by their terms whether or not any particular member has signed an Occupancy Agreement.

1.02 PRIORITY

This By-law will have priority over any other by-law of the Co-op and any by-laws or resolutions previously passed are hereby repealed or amended to give effect to the provisions of this By-law. No future by-law will be deemed to amend this by-law unless it is specifically stated in the future by-law. Wherever there is a conflict between this By-

law and any other by-law, resolution, agreement or oral statement of the Co-op, this By-law will 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. The provisions of the Co-operative Corporations Act, where applicable, have priority over the by-laws of the Co-op.

1.03 NON-MEMBER OCCUPANTS

The relationship between the Co-op and occupants who are members will be governed by this By-law. The Co-op's relations with non-member occupants are described in Article 7.

**ARTICLE 2  
MEMBERS' RIGHTS**

2.01 EXCLUSIVE POSSESSION

Members of the Co-op will 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 space allocated to them. The Co-op will permit them quiet enjoyment of these areas in accordance with by-laws of the Co-op.

**ARTICLE 3  
MEMBERS' CONTRIBUTIONS**

3.01 PAYMENTS REQUIRED

Each member is required to make the following contributions to the Co-op:

- . the lifetime Membership Fee of \$10 per member;
- . monthly housing charges;
- . parking charges (where applicable);
- . Member Deposit;
- . any additional charges which may be payable because of the member's breach of any obligations to the Co-op.

3.02 PARTICIPATION

Members are required to participate in the activities of the Co-op in accordance with the Participation By-law (if any).

3.03 MONTHLY CHARGES PAID TO CO-OP

The monthly housing charge and parking charge will be set by the members in accordance with Article 4 of this By-law. Housing charges and parking charges must be paid monthly, in advance, before 11:00 a.m. on the first day of each month in accordance with the Arrears By-law.

3.04 MEMBER DEPOSIT

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

(b) When the Co-op regains possession of a member's Unit, the Member Deposit will be returned to the member, less any amount which the member may owe the Co-op, either because the Unit has not been left clean and in good condition or for any other reason. The Member Deposit will normally be refunded within two weeks.

(c) The amount required as a Member Deposit will be adjusted automatically at the time of any change in the monthly housing charges. Each member must, at the beginning of the first month after the change is effective, pay any additional amount required to bring the Member Deposit up to the current amount. If there has been a reduction in charges, the Co-op will credit each member with the difference.

(d) The Co-op will not pay interest on the Member Deposit.

3.05 HOUSING CHARGE ASSISTANCE

Members will be entitled to Assistance in accordance with the Housing Charge Assistance By-law, which also contains provision for the administration of Assistance.

3.06 ADDITIONAL CHARGES

(a) If, as a result of any act or omission of any member or person forming part of the member's household or any person permitted on the Co-op's property by the member, the Co-op becomes liable for any additional costs or charges, or incurs any additional expenses, the member will be required to pay the costs or charges to the Co-op on demand. This obligation will apply whether or not such an act or omission is in breach of the Co-op's by-laws. Such costs or charges will include, for example, returned cheque charges, collection charges, increased insurance premiums and legal fees. (Legal fees will be charged on the maximum basis permitted by the courts.) If such costs or charges are regular, recurring payments, the member's monthly housing charge will be adjusted accordingly.

(b) Members must pay all fines which may be levied against them or any interest or charge they may owe on overdue payments in accordance with the Co-op's by-laws.

3.07 CHARGES AS RENT

(a) All charges (including those referred to in paragraph 3.06) which may become due and payable will be deemed to be rent and the remedies available to the Co-op for dealing with a failure to pay rent or housing charges will apply to a failure to pay any of them. Failure to pay any charges will be considered a failure to pay rent under the provisions of The Landlord and Tenant Act.

(b) The acceptance of housing charges or any other payments by the Co-op subsequent to any default in payment of housing charges or any other default by the member, will not be deemed to be a waiver of the default, whether or not the Co-op had knowledge of the default at the time of the acceptance of the payment. No payment by the member, or receipt by the Co-op, of any housing charges or any other sum from the

member, nor any endorsement or statement on any cheque or letter accompanying payment, nor any other statement will be deemed to be an "accord and satisfaction" or operate as a waiver or be deemed to waive any of the Co-op's rights with respect to the amount actually owing. The Co-op may, with or without notice to the member, accept such cheque or payment without prejudice to its rights to recover the balance actually owing or to pursue any other remedy available to it.

3.08 LIABILITY FOR CHARGES

(a) The monthly charges and Member Deposit referred to in this Article will be required on a "per Unit" basis. If more than one adult occupies a Unit, whether or not they are members of the same family or household, they will each be liable for all charges, jointly and severally. If any person ceases to occupy the Unit, the remaining occupants will remain liable for all the charges applicable to that Unit.

(b) Any arrangement for sharing expenses must be in accordance with paragraph 7.09. Such arrangements will be the responsibility of the persons entering into them and will not bind the Co-op. Such persons will remain jointly and severally liable to the Co-op as set out in this paragraph. If there is any arrangement for sharing expenses, one of the members occupying the Unit must collect the contributions of each occupant and make one single monthly payment to the Co-op.

**ARTICLE 4**

**DETERMINATION OF HOUSING CHARGES**

4.01 DETERMINED BY MEMBERS

Monthly housing and parking charges will be considered and established annually, or more often as necessary, by majority vote of the members at a general meeting called for the purpose of approving the operating budget and housing charges. Existing charges will continue until a change is approved by a vote of the members in accordance with this Article.



#### 4.02 OPERATING AND CAPITAL BUDGETS

(a) Prior to the budget meeting, the Board will prepare a budget for the next budgetary year, showing the estimated total operating expenses of the Co-op, (including, for example, maintenance and administrative expenses, debt service, contingency allowances, depreciation and replacement reserve contribution) and showing the charges proposed for each Unit. The budget (or a separate capital budget which may be considered at a later general meeting) will also show proposed capital expenditures and the source of funds to be used for proposed capital expenditures (e.g. operating revenue or reserves).

(b) Whenever possible, the categories of income and expense detailed in the budget will correspond with the chart of accounts used by the Co-op in its accounting records.

(c) 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.

#### 4.03 NOTICE OF PROPOSED BUDGET

In addition to any other notice of the budget meeting required by the by-laws, at least five days prior to the meeting there will be delivered to each Unit a copy of the proposed budget, including the proposed charges for that Unit, together with any alternatives which may be proposed by the Board for consideration.

#### 4.04 COMMENCEMENT OF CHANGED HOUSING CHARGES

Unless otherwise determined by a two-thirds majority vote of the members, no change in charges will take effect until at least sixty days after the change is approved by the members' meeting. Notice of the change applicable to that Unit will be delivered to each Unit as soon as possible after the meeting.

4.05 CHANGE IN TOTAL EXPENSE

If, during a budgetary year, the Board feels that a change in the total operating expenses and/or a change in housing charges is necessary or desirable, it may call a special meeting of the members for the purpose of considering such a change. It will prepare a budget or a statement showing the necessity for the change and give notice in the manner set out in paragraph 4.03. Any change must be approved by a majority vote of the members at a general members' meeting and any change in housing charges will take effect only in the manner set out in paragraph 4.04.

**ARTICLE 5**  
**USE AND BEHAVIOUR**

5.01 PRIVATE RESIDENCES

Units may 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.

5.02 NUISANCE

(a) Members must not commit or permit any noise, nuisance or other act that might unreasonably disturb or interfere with other members of the Co-op, the Co-op's staff or residents of the community of which the Co-op forms part. Members must not commit any illegal act or breach of any municipal, provincial or federal law, by-law or of any regulation of any competent authorities within the Unit or on the common elements or other property of the Co-op.

(b) Members will be responsible for the acts, omissions and behaviour of their household, guests or sub-occupants and all persons invited or permitted into the Unit, common elements or other property of the Co-op by the member, their household, guests or sub-occupants. Members will be liable if any such person does any act or omits to do any act which, if done or omitted by a member, would be considered a default under the by-laws of the Co-op. The member will be required to pay any damages and will be subject to termination of occupancy rights as if the act or omission had been done or omitted by the member personally.

5.03 PRIVACY

(a) Members will be entitled to privacy within their Units. Neither the Co-op nor anyone on its behalf will enter any member's Unit without the member's permission except in the case of real or apprehended emergency and except as set out in subparagraphs (b) and (c).

(b) Persons or classes of person designated by the Board will be permitted to enter each Unit on 48 hours' 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.

(c) (i) The Co-op will leave a written notice at the member's Unit at least 48 hours before the proposed time for entering the Unit for any of the purposes under sub-section (b) requesting permission to enter the Unit. The member may indicate to the Co-op office that the time proposed 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 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 this effect at least 48 hours prior to the proposed time of entry.

(d) A member may, on receipt of a notice of entry under this paragraph 5.03, 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 in writing 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 the 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.

(e) The Co-op may, on 24 hours' notice, enter a Unit at any reasonable time to show the Unit to prospective occupants if the member has given notice of termination of occupancy under paragraph 9.01, or if a resolution has been passed by the Board terminating occupancy under paragraph 10.02.

(f) Any notices under (b), (c), (d) and (e) of this paragraph need not set out specific times but may set out a time range, which may be over a number of days (but no more than five days), and may include provision for more than one entry into the Unit.

(g) Access to members' Units will be given only by the Co-op staff or Co-op members authorized by the Board. If any tradespersons or others require access then they will be admitted only by such staff or members, who will exercise reasonable supervision from time to time over them but will not be required to be present for the entire period during which the tradespersons are present. The staff person or authorized Co-op member will ensure that the Unit door is locked after the tradesperson leaves.

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

(i) 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 will be left in the Unit indicating that the entry was made, the time, the purpose and the persons who entered.

(j) Notwithstanding the provision of this paragraph, a member may at any time waive the requirement for notice.

#### 5.04 MAINTENANCE AND REPAIR

(a) Members must maintain their Unit in an ordinary state of cleanliness at all times and must comply with all requirements and standards of health authorities and other authorities respecting standards of cleanliness and maintenance. Members will 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 must observe the maintenance responsibilities with respect to their Units and the common elements of the Co-op as set out in the Maintenance and Improvements By-law.

(c) Members may make alterations or improvements to their Units or alter or change the locking system, only as permitted by and in accordance with the Maintenance and Improvements By-law.

(d) Members must 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.

(e) The Co-op may perform any of the maintenance or other obligations set out in this paragraph if the member responsible does not perform them within a reasonable time in the circumstances. The member must 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 together with 10% of the costs as an administrative fee in accordance with paragraph 3.06.

(f) The Co-op will 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 and maintenance and occupancy standards required by law (subject to the responsibilities of the members set out in this paragraph and in the Maintenance and Improvements By-law). The maintenance may be provided using Co-op staff, contractors or through the participation of members.

(g) The Co-op will provide a stove and refrigerator in normal working order in each Unit. Members must clean and maintain the stove and refrigerator in a reasonable manner.

(h) At the end of a member's occupancy of a Unit, the Unit must be left clean and in good repair in accordance with this By-law and with the standards established in the Maintenance and Improvements By-law.

## ARTICLE 6 OCCUPANCY RIGHTS AND STANDARDS

### 6.01 BY-LAW PROVISIONS

(a) In allocating Units to new members and allowing members to change Units within the Co-op, the Co-op will act in accordance with the provisions of this By-law and of the Member Selection and Unit Allocation By-law.

(b) The provisions of Article 6 relate to circumstances in which members may be required to change or give up their Units.

### 6.02 CHANGE IN HOUSEHOLD SIZE

(a) Where a member's household size changes, one of the members occupying the Unit must give the Co-op prompt written notice of the change ("Notice of Change in Household Size").

(b) 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 Number</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.

(c) If a household exceeds the Maximum Occupancy Standards by more than one person, the Co-op will offer the household the first Unit of appropriate size that becomes available. If the household declines to move to the Unit offered or if no Unit of appropriate size has become available within one year of the change in household size and the Board has no knowledge that such a Unit will become available within a reasonable period of time, the Co-op may, (subject to subparagraph (d)), terminate the members' right to occupy the Unit by resolution of the Board. The members' right to occupy the Unit will terminate three months following the resolution.

(d) After a resolution terminating a member's occupancy rights under 6.02(c) is passed, the member will be placed on the Co-op's internal waiting list and have priority as set out in Article 6 of the Member Selection and Unit Allocation By-law. During the three month notice period, the household will be offered any suitable Units that become available.

(e) 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 be represented by agent or counsel and make representations.

(f) 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. 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.

(g) If the Co-op does not own a Unit of housing appropriate for the household size, the Co-op may, subject to subparagraph (d), terminate the member's right

to occupy the Unit by resolution of the Board. The termination will take effect six months after the passing of the resolution of the Board.

6.03 INFIRMITY

(a) The Co-op is designed for occupancy by members who are physically and mentally capable of living independently and caring for themselves. If the Board determines that any member does not meet these criteria, it may, by resolution, terminate that member's right to occupy his or her Unit, unless the member demonstrates to the satisfaction of the Board that he or she has made satisfactory arrangements for the necessary care without any burden to the Co-op.

(b) In the event that the Board considers such a matter 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. 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.

(c) When adopting any resolution under 6.03, the Board will be entitled to rely on the opinion and experience of the staff, officers and members of the Co-op and will not be obliged to obtain medical or other expert evidence. The Board, however, will be obliged to consider any medical evidence put forward by the members.

(d) No resolution of termination will be adopted unless the member has been given at least ten days' prior written notice of the meeting at which such a resolution 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 normally 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 the decision terminating occupancy in the manner provided in paragraph 10.03 and the appeal procedure set out in that paragraph will be followed. 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 be terminated 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 be terminated and charges will cease effective the day of the fire or casualty. In addition to the priority on the waiting list referred to in subparagraph (e), 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) Members losing the right to occupancy under this paragraph will have priority on the internal waiting list until a suitable Unit is offered to them. Once a member has refused a suitable Unit, his or her priority on the waiting list will be established in accordance with the Member Selection and Unit Allocation By-law.

**ARTICLE 7**  
**OCCUPANCY BY MEMBERS**

7.01 POLICY REGARDING OCCUPANCY BY MEMBERS

(a) It is the policy of the Co-op that all persons over eighteen years of age living in Units of the Co-op will be members or will form part of the member's household, with the specific exceptions stated in this Article. For the purposes of the Co-op's by-laws, unless otherwise specifically provided, a member's "household" will mean:

- . the member;
- . any other members residing in the Unit;
- . any persons under eighteen residing in the Unit as part of any of the members' families;
- . any persons eighteen or over permitted to remain in the Unit under 7.03 and 7.08; and
- . any long-term guests of the member as defined in 7.04(f).

A member's household will **not** include any other persons and other persons may reside in the Unit only as guests under 7.04 or sub-occupants under 7.07 and only where permitted under those paragraphs.

(b) The provisions of this By-law will apply to all occupants who are members of the Co-op, their households, guests and sub-occupants. The relationship between the Co-op and any other occupants will be governed by the particular documents and legal relationships entered into with those occupants. The relationship with any **Co-op employee** who occupies a Unit in the Co-op will be part of their terms of employment as set out in 7.11. In the case of any **in-situ tenants**, the Co-op will enter into leases or written or oral tenancy agreements with the tenants setting out the terms of their occupancy. When dealing with non-member residents to whom Part IV of the Landlord and Tenant Act or any successor legislation applies, the Co-op will act in accordance with applicable sections of the legislation and will not be obliged to follow the procedures set out in this By-law or grant to such residents the rights available to members.

(c) The members to whom a Unit has been allocated will be responsible for complying with all of the provisions of this Article with respect to the occupancy by, and

the conduct of persons who are not members of the Co-op but who occupy the Unit as part of the member's household, as guests, as sub-occupants or in breach of this By-law.

(d) Non-member occupants as referred to in 7.01(c) will have no greater right of occupancy of the Unit than the members occupying the Unit. Such occupants will not be entitled to occupy any other Unit or to a position on the 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. Any act, omission or default by a non-member occupant may be grounds for termination of the member's occupancy rights under Article 10.

#### 7.02 ADDITIONS TO HOUSEHOLD

(a) When an application for membership is accepted, it will include all persons eighteen or over who are to be members of the household. No person eighteen years of age or over may become a member of a household thereafter, except as provided in this Article.

(b) If the members occupying a Unit want to add a person eighteen years of age or over to the household, that person must apply for membership in the Co-op. Until the Board has made a decision on the application, it will be permissible for such an applicant to occupy the Unit as a guest subject, however, to all limitations in 7.04.

(c) In the event that such a person's application for membership is refused, then that person may no longer occupy the Unit, except as permitted under 7.04 or 7.05. The Board may, at the time of refusing membership, grant long-term guest status under 7.05, if it deems fit.

#### 7.03 PERSONS UNDER EIGHTEEN

(a) Persons under eighteen years of age may occupy a Unit as part of a member's household. Upon turning eighteen, such persons will be entitled to apply for membership in the Co-op and, if accepted, must sign an Occupancy Agreement.

(b) If not accepted, such persons may continue to reside with the members. If, however, the Board at any time determines that it is inappropriate for them to remain

resident in the Co-op, it may notify the members. Any such person must then cease to reside in the Co-op within sixty days after delivery of the notice by the Board (or such longer period of time as the Board may determine). The members occupying a Unit will be entitled to notice of any meeting at which it is determined to terminate the right of occupancy of a person mentioned in this paragraph. If such persons continue to reside in the Co-op at any time after the date specified, the member occupying the Unit will be considered to be in default.

7.04 CASUAL GUESTS

No member is permitted to have any guests in his or her Unit unless the member complies with the provisions of 7.05 or the following:

(a) No person may be a guest for any single visit of more than two months without the permission of the Board.

(b) No person may be a guest for any number of visits during any twelve month period where the total length of the visits is more than three months without the permission of the Board.

(c) No member may have any particular guest for an unreasonable number of visits or have an unreasonable number of guests at any one time.

(d) The Board will not normally grant permission for the extension of any single visit beyond a total of three months.

(e) In granting its permission for any visit where its permission is required, the Board will set a specific maximum duration for the visit. In such cases, the Board will determine whether the income of the guest will be considered part of the household income for the purpose of the Housing Charge Assistance By-law.

7.05 LONG-TERM GUESTS

Members may have long-term guests in their Units in accordance with this paragraph. Family members not covered under 7.03 (for example, elderly parents,

mentally or physically handicapped family members), employees, (for example, nurses, live-in baby-sitters) and other persons may be granted **long-term guest status** by the Board for such period and on such terms as the Board may determine. The Board will take into account the Maximum Occupancy Standards when deciding whether to grant long-term guest status. The Board may vary or cancel long-term guest status at any time by resolution. The members occupying a Unit will be entitled to notice of any meeting at which it is determined to amend the terms of, or cancel, long-term guest status for any long-term guest within their Unit. Cancellation of a long-term guest's right to occupy a Unit or any substantial change in the conditions of occupancy that may amount to cancellation, will not take effect until sixty days after delivery of written notice of the Board's resolution to the Unit. Subject to the foregoing, members will be permitted to have a long-term guest indefinitely. The income of long-term guests will normally be considered part of the household income for the purpose of the Housing Charge Assistance By-law, unless the Board otherwise decides.

7.06 NO ASSIGNMENT

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

7.07 SUB-OCCUPANCY

(a) Members who want to leave the Co-op temporarily may permit others to occupy their Unit as sub-occupants, but only on the terms of the Sub-occupancy Agreement attached to this By-law as Schedule "B". Prior to the beginning of any term of sub-occupancy, the member and all sub-occupants must sign and deliver to the Co-op a Sub-occupancy Agreement in the form attached to this By-law.

(b) The maximum term of sub-occupancy will normally be no longer than fifteen months. At its discretion, however, the Board may allow members to sublet for longer periods. In all cases, if the term is longer than one month, the sub-occupant must be approved by the Member Selection Committee.

7.08 ROOMERS, BOARDERS, ETC.

Members may have roomers, boarders, paying guests or people sharing costs only if they qualify in accordance with Schedule "I" attached to this By-law.

7.09 NO PROFIT

(a) To implement the non-profit policy of the Co-op, any arrangements for sharing expenses among persons occupying a Unit, will distribute expenses on a fair, reasonable and equitable basis and will 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 which may be realized by members out of their right to occupy a Unit in the Co-op will be the property of the Co-op.

7.10 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 will be considered to be acting reasonably in withholding its consent to any assigning, subletting, parting with possession of or disposing of any Unit if it refuses consent where the proposed transaction would be in favour of a non-member or would violate any provision established by the Co-op in relation to waiting lists or any other provision of the Co-op's by-laws.

7.11 CO-OP EMPLOYEES

No permanent employee of the Co-op may be a member of the Co-op. In the event the Co-op has any employees whose duties require them to reside in premises provided by the Co-op, then they will be considered tenants of the Co-op and the provisions of Part IV of the Landlord and Tenant Act or any successor legislation will apply to their tenancy. The Board will ensure that appropriate written arrangements respecting their tenancy are entered into either as part of their employment agreement or by a separate lease or tenancy agreement.

7.12 IN-SITU TENANTS

(a) If any persons occupied Units of housing at the time the Units became part of the Co-op, then, if any of the occupants of such Units do not become members of the Co-op under the policies or by-laws of the Co-op then prevailing, they will be considered as tenants of the Co-op and their relationship with the Co-op will be governed by Part IV of the Landlord and Tenant Act and any leases or tenancy agreements that may be entered into between them and the Co-op. The Board will permit them to remain as tenants of the Co-op unless they default in their obligations to the Co-op.

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

ARTICLE 8  
**LIABILITY AND INSURANCE**

8.01 CO-OP LIABILITY

The Co-op will 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 will include damage caused by any defects in buildings or equipment owned or rented by the Co-op and regardless of whether the Co-op's insurance will compensate the Co-op for costs involved.

8.02 MEMBERS' LIABILITY

Members will be responsible for the acts, omission and behaviour of their household, guests or sub-occupants and all persons invited or permitted into the Unit, common elements or other property of the Co-op by the member, their household, guests or sub-occupants.

8.03 CO-OP'S INSURANCE

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

- (a) fire and extended coverage in amounts required by any mortgage or such greater amounts as the Board may reasonably determine;
- (b) boiler and machinery insurance in amounts required by any mortgage or such greater amounts as the Board may reasonably determine;
- (c) public liability insurance, including liability to members, tenants and other persons on the property in such amounts as the Board may reasonably determine;
- (d) fidelity bonding for its employees in such amounts as the Board may reasonably determine;
- (e) volunteer workers' and directors' accident insurance;
- (f) directors' and officers' liability insurance.

8.04 MEMBERS' INSURANCE

The Co-op is not liable for any damage caused by members to the property of the Co-op or of other members. Members are responsible for any costs which may result from such damage and 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 9  
TERMINATION OF OCCUPANCY BY MEMBER**

9.01 NOTICE REQUIRED

(a) Members may terminate their occupancy in the Co-op by giving at least sixty-five days' notice in writing, with the sixty-five days ending on the last day of the month. The member's right to occupy a Unit in the Co-op will terminate at the end of the sixty-five day notice period. Once a member has given such a notice, the notice may not be withdrawn without the consent of the Board. The Board will not be obliged to permit a member to withdraw notice and the decision of the Board to refuse to allow a member to withdraw notice will not be subject to appeal to a general meeting of members.



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

(c) If the member fails to vacate the Unit at the end of the sixty-five day notice period, the Co-op may apply for a Writ of Possession and take any other action the Board may consider appropriate against the member without the necessity of following the provisions of paragraphs 10.01 and 10.02.

## ARTICLE 10 TERMINATION OF OCCUPANCY BY CO-OP

### 10.01 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, monthly charges or other charges payable under the articles or by-laws of the Co-op; or

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

(c) the member, or anyone for whose acts, omissions or conduct the member is responsible under the provisions of the articles or by-laws, has **repeatedly** breached any provisions of the articles or by-laws.

Any decision by the Board to terminate occupancy pursuant to this Article 10 will be final and binding upon the member and the Co-op (subject to the provisions of paragraph 10.03 respecting appeal and paragraph 10.04 respecting performance agreements).

10.02 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 before the meeting of the Board at which termination is to be considered. The notice will:

- (i) specify the default complained of;
- (ii) require the member to remedy the default if it is capable of remedy;
- (iii) require the member to make compensation in money for the default, if it may be compensated for in money;
- (iv) set out the time and place for the meeting;
- (v) indicate that the member's occupancy rights may be terminated by the Board at the meeting.

The notice may be in the form contained in Schedule "C" attached to this By-law. 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 paragraph 10.01 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 a resolution may be in the form attached to this By-law as Schedule "D". Termination of the member's occupancy rights will be effective at a date specified in the resolution. The date specified will be thirty days after the meeting except in the case where a member is in arrears in payment of charges where the date will normally be ten days following the meeting. The Board may set a later termination date if it sees fit.

(c) The Board may adjourn consideration of whether to terminate the member's occupancy rights to a specific future time. The adjourned meeting will be considered to be a continuation of the original meeting and it will not be necessary to give the member any further notice of such future consideration.

(d) If it sees fit, the Board may terminate a member's occupancy rights effective on a specific date, but may resolve that the termination will not take effect if

the member makes such payments or performs such acts as the Board may determine on or before the date specified. Such acts may include entering into a performance agreement under paragraph 10.04. If the member complies with the required conditions, then the resolution terminating the member's occupancy rights will be of no further force or effect (except in the case of a performance agreement respecting arrears where it will remain in effect with its operation suspended until a time set out in the agreement).

§

(e) If the occupancy rights of the member are terminated, a notice to vacate specifying the day of termination will be delivered to the member's Unit normally within two days following the meeting of the Board. The notice to vacate will be delivered whether or not a resolution referred to in subparagraph (d) has been passed. The notice may be in the form contained in Schedule "E" attached to this By-law.

#### 10.03 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 a notice of appeal setting out the grounds of appeal, at the Co-op office, within five days of delivery of the notice referred to in paragraph 10.02 (e). If the member or the members' agent or counsel was present at the original meeting called to consider termination of the members' occupancy rights and the Board adjourned consideration of the matter under 10.02(c), the member may appeal the Board's decision in the manner described in this paragraph.

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

(c) At the meeting, the member whose occupancy rights have 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 any decision which could have been made by the Board.

(e) If an appeal is launched in accordance with this paragraph, the day of termination will 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 10.02(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, the decision of the Board will be deemed to have been confirmed. If the members' meeting is duly called and a quorum is not present, the President will call a second members' meeting to consider the matter, giving due notice. If a quorum is not present at the second members' meeting called to consider the matter, the Board's decision will be deemed to have been confirmed.

#### 10.04 PERFORMANCE AGREEMENTS

(a) Where a member has breached an obligation under the by-laws of the Co-op (or it has been alleged that a breach has occurred) the Co-op may enter into an agreement with the member ("Performance Agreement") regarding performance of the member's obligations in the future, and regarding compensation for, or correction of, any past default. Such an Agreement must be authorized by the Board, but the exact wording and details may be finalized by a staff member or informal committee of the Board or other committee to which the Board may delegate the authority in any specific case, or in general.

(b) Where a resolution has been passed terminating a member's occupancy rights under 10.01(d) **by reason of arrears alone**, then the Performance Agreement will provide that the resolution will be suspended until the member complies with all obligations under the Performance Agreement, at which time it will become of no further force or effect. In no case may such a resolution continue in force for more than three months after all arrears have been repaid. The Agreement may set out terms for repayment of arrears immediately or on a scheduled payment plan. It may also specify that a member must not commit any other breach of his or her payment requirements for a specified period of time. In the event that the member breaches a Performance Agreement respecting arrears where the Board has passed the motion of termination, the Manager may, when the breach occurs, commence legal proceedings to enforce the

Board's resolution regarding termination without further consideration by the Board. At least ten days' written notice of the day of termination set by the Manager will be delivered to the member's Unit. A Performance Agreement respecting arrears may also contain a waiver of any or all of the member's rights under this By-law or any judicial rights and may include consent to a writ of possession being issued or such other provisions as the committee mentioned above may determine.

(c) Performance Agreements **respecting matters other than arrears** alone may be entered into as set out above. In such a case, if the Board had passed a resolution terminating a member's occupancy rights, the resolution would cease to be effective on signing the Agreement. Such an Agreement will **not** provide for an automatic right to take legal action on breach of the Agreement. In the event that such an Agreement is breached, then the Board may terminate the member's occupancy rights only by following the procedures set out in paragraphs 10.02 and 10.03.

(d) Any committee appointed to deal with Performance Agreements may operate informally and notices of the meetings may be given orally on such time frames as the committee may decide. The committee need not act through formal meetings but may act on the basis of consultation by telephone or personally or by written resolutions signed by a majority of members of the committee. The committee may delegate any or all of its powers to any of its members and will be authorized to add other members to the committee for particular cases or generally or to substitute the members for the committee for particular cases or generally. The committee dealing with a specific Performance Agreement will have discretion in enforcing and/or waiving any provision of the agreement if the circumstances are appropriate, unless the Board has specifically limited such discretion.

(e) A Performance Agreement respecting arrears may be in the form attached to this By-law as Schedule "F". A Performance Agreement respecting matters other than arrears may be in the form attached as Schedule "G".

#### 10.05 LEGAL PROCEEDINGS

(a) If the member fails to vacate on the proper day of termination, determined in accordance with this By-law, or if it appears likely that the member will

not vacate by that date, the Co-op may apply for a Writ of Possession against the member. The Co-op may also sue the member for any amount owing by the member to the Co-op and pursue any other legal remedies against the member that the Co-op may have.

(b) Whenever legal proceedings are instituted by the Co-op, a particular individual or individuals may be designated, by their job description or by resolution of the Board, to be responsible for direction of the legal proceedings. Such persons will have the authority to give all necessary instructions to the Co-op's lawyers and will be authorized to enter into any settlement, compromise or other agreement that may seem appropriate to them in the course of actual or contemplated legal proceedings after receiving any relevant advice from the Co-op's lawyers. Such compromise might include entering into a Performance Agreement or a variant of such an Agreement. The Board may, by specific resolution, limit the authority of any such person.

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

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

#### 10.06 PROCEDURAL IRREGULARITIES

No minor defect in the procedure or in the notice given with respect to any matter dealt with in this Article 10 or any other part of this Article or any other part of this By-law will 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.

10.07 APPLICABILITY OF BY-LAW

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

10.08 ABANDONMENT

If a Unit has been abandoned, the Co-op may enter the Unit and allocate it to another member, or rent it, and any losses or costs resulting to the Co-op will be the responsibility of the abandoning member. A Unit will 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 11**

**WITHDRAWAL FROM MEMBERSHIP**

11.01 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 will be deemed to have given sixty-five days' notice to terminate occupancy in accordance with paragraph 9.01 at the same time and will be subject to all the provisions of 9.01. If the member fails to vacate his or her Unit in accordance with 9.01 the Co-op may apply for a Writ of Possession and take such other action as the Board sees fit against the member without the necessity for following the provisions of 10.01 and 10.02.

11.02 NO TERMINATION OF OCCUPANCY WITHOUT WITHDRAWAL

Members may not terminate their occupancy rights in the Co-op under paragraph 9.01 without also withdrawing from membership in the Co-op and the delivery of a notice of termination under paragraph 9.01 of this By-law will be deemed to be the delivery of a notice of intention to withdraw from membership under Section 64 of The Co-operative Corporations Act.

11.03 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.

11.04 WHEN OCCUPANCY RIGHTS TERMINATED

(a) Any member whose occupancy rights have been terminated under Article 10 of this By-law will be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which possession is recovered by the Co-op, unless written notice to the contrary is given to the Co-op.

(b) Members who cease to have a right to occupy, reoccupy or remain on the internal waiting list for a Unit in the Co-op under paragraphs 6.03, 6.04 or 6.05 will be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which they cease to have such right, or cease to remain on the internal waiting list as the case may be, unless written notice to the contrary is given to the Co-op.

(c) If the notice mentioned in (a) or (b) is received by the Co-op, the member will remain a full voting member of the Co-op. The Board may, if it sees fit, commence proceedings for termination of membership under the Co-operative Corporations Act.

ARTICLE 12  
MISCELLANEOUS

12.01 APPEAL OF BOARD DECISION BY MEMBER

(a) Where a member appeals a decision of the Board, or brings up at a member's meeting, any matter in which personal information relating to the member is relevant, the Board will be entitled to disclose to the members at the meeting any personal information, facts or observations within the Board's knowledge, information or belief.



(b) If someone other than the member brings up a matter personal to the member, by way of appeal or disagreement with the Board's decision, such matter may not be debated by the members or considered by them without the consent of the member concerned, who, by consenting, will authorize the Board to make the disclosures referred to above.

#### 12.02 SUBORDINATION

(a) The rights granted to members in this By-law will be subject and subordinate to all mortgages or ground leases now existing on the Co-op's property or those which may be duly entered into in the future by the Co-op. The members will execute any documents which the Co-op or any lender may deem necessary or desirable to give effect to this paragraph.

(b) The Co-op and each officer and future officer will be the irrevocable attorney in fact of each member to execute any such instrument on behalf of the general membership. The members will be deemed to have waived and will not have any rights to notice of any default or notice of foreclosure or other legal action on any such ground lease or mortgage. The Co-op will be the agent of each member to receive and accept such notice on the member's behalf, if such notice is necessary. The Co-op, on receipt of any notice of substantial default or legal proceedings, will forthwith notify members.

#### 12.03 TIME

Time will be of the essence of this By-law. Accordingly, in the performance of their duties to each other by the Co-op and the members, all time provisions must be strictly observed, except as otherwise provided in this By-law.

#### 12.04 PARTIAL INVALIDITY

If any clause or provision of this By-law or any By-law of the Co-op affecting the occupancy rights of members is adjudged invalid, this will not affect the validity of any other clause or provision of this By-law or any agreement with any member pursuant to this By-law, or constitute any cause of action in favour of the Co-op, or any member. No failure by the Co-op to enforce any of its rights, and no condoning or waiver of any

particular breach or default, will operate to prevent the Co-op from insisting on its rights with respect to any other or continued breach or default.

12.05 REFERENCES TO OTHER BY-LAWS

If, at the time this By-law is enacted or at any time when it is being enforced, any of the by-laws referred to herein is not in existence or has not been adopted, then the provisions of this By-law which refer to such a by-law will be interpreted reasonably in accordance with their true intent and purpose, but without detail that would have been provided by the other by-law and no provision of this By-law will be invalid for such purpose.

12.06 NOTICE

(a) No minor defect in the procedure or notice given with respect to any matter dealt with in this By-law or any of the by-laws of the Co-op will invalidate any decision made or step taken if there has been substantial compliance with the requirements of the by-law. Any member may waive, in writing or by conduct, any defect in procedure with respect to any matter.

(b) All notices or copies of documents required to be given pursuant to this By-law or the other by-laws of the Co-op will, unless the contrary is explicitly stated, be in writing and may be sufficiently given if handed personally to or left with the member or a person in the member's Unit, or left in the mail box, slipped under the door, taped to the door, or otherwise delivered to the member's Unit. A notice or other document sent by mail by the Co-op will be deemed to have been given or delivered on the day of mailing. If more than one member occupies a Unit, it will be sufficient delivery to all members occupying the Unit if one notice and copy of any document is delivered to the Unit or to one of the members occupying the Unit. The date on which the notice is delivered will be deemed to be the date of giving of the notice and the date on which any document is delivered will be deemed to be the date of service or delivery of the document.

12.07 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 comes into force, all provisions of By-law No. 3 and the provisions of any previous by-law which may conflict with this By-law will be repealed.

PASSED by the Board and sealed with the corporate seal of the Co-operative this 22nd day of July, 1986.



President

c/s



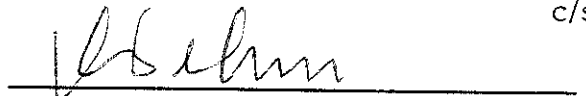
Secretary

CONFIRMED by two-thirds of the votes cast at a general meeting of members, this 17th day of September, 1986.



President

c/s



Secretary

## APPENDIX "B"

### ACKNOWLEDGEMENT OF HOUSING CHARGE ASSISTANCE TERMS

I acknowledge that the Housing Charge Assistance By-law, including the following provisions will apply to me in addition to the provisions of the Occupancy By-law:

1. Members who receive Housing Charge Assistance ("Assistance") are subject to all the terms and provisions of the Co-op's Occupancy By-law. In addition, these members agree to the provisions of this Acknowledgement.
2. The full monthly housing charge for each Unit is set by the members in accordance with the Co-op's Occupancy By-law. This entire amount is due and owing by members with respect to their Unit. The Co-op will credit against the full housing charge any amount to which the member is entitled under the Housing Charge Assistance By-law or, in the absence of a Housing Charge Assistance By-law, which is allocated to the member by the Co-op.
3. Assistance is determined on an annual basis, based on the actual household income for the year, subject to verification as set out in the Housing Charge Assistance By-law. During the year, installments of Assistance are used to reduce housing charges based on the information provided by the member to the Co-op as set out in paragraph 4 below. In the event that the member's actual income differs from the estimate on which the installment was based, then any overpayment of Assistance will be paid back to the Co-op or any underpayment of Assistance will be credited to the member.
4. By mid-June of each year, and at any other time that may be required by the Board, each member receiving Assistance and wishing to continue to do so must submit to the Co-op an updated declaration of household income and assets and household size and any other facts material to the member's financial status. The declaration must be accompanied by verification of the member's current household income together with verification of the household's income for the previous calendar year. For the purposes of this Acknowledgement, a member's household will include everyone living in the Unit except for casual guests as permitted by the Co-op's Occupancy By-law who make no contribution towards household expenses.
5. Members must, within seven days of the change occurring, report to the Co-op:
  - (a) any increase in the adjusted household income of more than \$100 per month;
  - (b) any increase in the shelter component or equivalent allowance for housing costs provided to members receiving Social Assistance; or
  - (c) a change in the source of the member's income from Social Assistance to employment income.

In the case of such changes, the installments of Assistance allocated to the member will be adjusted, as necessary, with the adjustment to be effective two weeks following the date of the change.

If a member reports a decrease in household income, the installments of Assistance allocated will be increased with the increase to be effective the date of the decrease.

Members are encouraged to report to the Co-op promptly any changes in the income information submitted to the Co-op so as to ensure that any shortfall or overpayment

of Assistance and necessary adjustments at the end of the year are as small as possible.

6. If the Co-op is investigating a household member's income, household size or any other qualifications or information relevant to the Assistance provided, the member must co-operate fully and give to the Co-op any information it requires for its investigation. The member will also be responsible for ensuring that all persons who are part of (or alleged to be part of) the member's household co-operate fully and give the information required.
7. The member hereby consents to the Co-op, its employees or agents receiving credit information from any credit agency or other person having credit information. In the event of an investigation as set out in paragraphs 6 and 7 of this Acknowledgement, the member will be responsible for ensuring that all persons who are part of the member's household (or are alleged to be part of the household) give written consent to the Co-op, authorizing its employees, or agents to receive credit information from any credit agency or other person having credit information.
8. If a household member (or alleged household member) fails to provide the information required under this Acknowledgement or the Co-op's by-laws, the Board may terminate the member's entitlement to Assistance even if the Board does not have any proof of any misrepresentation of information it then has or of any other breach of the member's obligations.
9. All personal information received by the Board, members of the Co-op or staff relating to applicants for Assistance will be confidential and will not be revealed to anyone except as required for the purposes of the Co-op's Assistance program.
10. Assistance will cease if a member ceases to personally occupy a Unit, except for temporary periods of less than two months, (such as a vacation). In accordance with the Housing Charge Assistance By-law, if any, the Board may, on application by the member, reserve Assistance to be resumed when the member resumes occupancy of the Unit.
11. Assistance may be terminated prior to the end of the period for which it was allocated if a household or a member of the household has breached the terms of the Co-op's Housing Charge Assistance By-law.
12. Where a member is discovered to have falsely or erroneously declared its household income, or failed to report an increase in income when required by the Co-op's By-laws, or otherwise obtained greater Assistance than that to which he or she was entitled the member will be required to reimburse the Co-op retroactively for Assistance obtained to which he or she was not entitled based on the true figures, together with any interest that may be owing from the date when the excess Assistance was received.

13. Where members leave the Co-op, they will continue to be responsible for repaying any overpayment of Assistance to them, even though at the time of the repayment they may no longer be a resident of the Co-op or a member of the Co-op.

I acknowledge and agree that the above terms are applicable to me as of the time I move into my Unit and are subject to change in accordance with the Co-op's by-laws.

DATED the \_\_\_\_\_ day of \_\_\_\_\_, 198\_\_\_\_\_.

MEMBER(S):

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SCHEDULE "B"

**SUB-OCCUPANCY AGREEMENT**

B E T W E E N :

CARDIFF HOUSING CO-OPERATIVE INC.

(the "Co-op")

- and -

\_\_\_\_\_  
(the "Member")

- and -

\_\_\_\_\_  
(the "Sub-occupant")

1. The Member is the occupant of unit \_\_\_\_ at 1460 Bayview Avenue in the City of Toronto, (the "Unit"), and the Co-op is the owner of the property, and the Member has requested permission to grant temporary sub-occupancy rights to the Sub-occupant.
2. The Member hereby grants to the Sub-occupant the right to occupy the Unit for a term of \_\_\_\_\_ months commencing \_\_\_\_\_, 19\_\_\_\_ and ending \_\_\_\_\_, 19\_\_\_\_.
3. The Sub-occupant agrees with the Member and the Co-op to observe all the terms of and to perform all the obligations of the Member under the Member's Occupancy Agreement and the By-laws of the Co-op and to pay the monthly housing charge of \$\_\_\_\_\_ or such other monthly housing charge as may be payable for the Unit. A copy of the Occupancy Agreement and by-laws are available at the Co-op office. The Member hereby irrevocably directs the Sub-occupant to pay the housing charge directly to the Co-op at its office monthly, in advance, by cheque made payable to the Co-op.
4. The Member agrees with the Co-op that full liability for the payment of the housing charge and the performance of all obligations to the Co-op will remain with the Member.
5. There will be no charge payable by the Sub-occupant to the Member, or other payment, benefit or advantage given by the Sub-occupant to the Member, in relation to the sub-occupancy, except as set out in paragraph 3 of this Agreement.
6. The Sub-occupant agrees with the Member and the Co-op to vacate the Unit at the end of the term as set out above. No extension or change in the term will be permitted without the consent, in writing, of the Co-op.

7. The Sub-occupant acknowledges, understands and agrees that it is the Co-op's policy to permit occupancy of its Units by Members only, except for short periods of sub-occupancy. In the event that the Member resigns from membership, or the member's or occupancy rights are terminated, the term of this Sub-occupancy Agreement will be deemed to end on the day of the termination, and the Sub-occupant agrees to vacate the Unit at that time. The Co-op agrees to give the Sub-occupant the same notice as it gives the Member in the event of any proposal to terminate membership, and at least thirty days' notice in the event of a resignation or termination of occupancy by the Member.

8. The Sub-occupant acknowledges, understands and agrees with the Member and the Co-op that the Unit is exempt from the provisions of Part IV of The Landlord and Tenant Act and agrees that the provisions of Part IV of The Landlord and Tenant Act will not apply to the Sub-occupant's occupancy of the Unit, and agrees to vacate the Unit under the terms set out in this Agreement, notwithstanding the provisions of the Act, and hereby consents to the issuance of a Writ of Possession should the Unit not be vacated as provided in this Agreement.

9. On the basis of all the provisions of this Agreement and in particular the agreements of the Sub-occupant contained in paragraph 8, the Co-op hereby consents to the grant of sub-occupancy contained herein.

DATED: \_\_\_\_\_, 19\_\_\_\_.

CARDIFF HOUSING CO-OPERATIVE INC.

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

\_\_\_\_\_  
Member

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

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

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



SCHEDULE "C"

CARDIFF HOUSING CO-OPERATIVE INC.

NOTICE TO MEMBER

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(List all members occupying the Unit.)*

UNIT: \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY NOTIFIED that a meeting of the Board of Directors of the Co-op has been set for \_\_\_\_\_ p.m., \_\_\_\_\_, \_\_\_\_\_, at 1460 Bayview Avenue, Toronto, to consider whether you have committed the following breach of the by-laws of the Co-operative:

contrary to paragraph 10.01 of the Occupancy By-law and paragraph \_\_\_\_ of the \_\_\_\_\_ By-law.

At that meeting, the Board of Directors will consider whether to terminate your occupancy rights with respect to the Unit described above.

AND YOU ARE HEREBY NOTIFIED that you may appear at that meeting and make representations to the Board either personally or by agent or counsel or both. Unless you or your agent or counsel are present, you will have no right to appeal the decision of the Board.

AND YOU ARE HEREBY NOTIFIED that you are required, prior to such meeting, to remedy the default, if it is capable of remedy, or to make compensation in money for the default, if it may be compensated for by money.

DATED : \_\_\_\_\_, \_\_\_\_.

CARDIFF HOUSING CO-OPERATIVE INC.

Per: \_\_\_\_\_ c/s  
(Insert Position)

SCHEDULE "D"

CARDIFF HOUSING CO-OPERATIVE INC.

**RESOLUTION OF THE BOARD OF DIRECTORS  
TERMINATING OCCUPANCY RIGHTS**

MEMBER(S): \_\_\_\_\_  
\_\_\_\_\_

UNIT: \_\_\_\_\_

STREET  
ADDRESS: \_\_\_\_\_

**RECITALS:**

The Member(s) referred to above was/were given a Notice under the provisions of paragraph \_\_\_\_\_ of By-law No. \_\_\_\_ of the Co-op.

The Member(s) has/have failed to remedy or make compensation for the default specified in the Notice.

The default mentioned in the Notice is a repeated breach.

The Board has determined that the following cause for termination under paragraph 10.01 of of the Occupancy By-law and paragraph \_\_\_\_\_ of the \_\_\_\_\_ By-law exists:

*Add where appropriate*

The Member(s) (appeared/did not appear) personally or by agent or counsel at this meeting.

*Delete inapplicable item*

BE IT RESOLVED that the occupancy rights of the Member(s) be terminated effective the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

*See 10.02(b) for time to be allowed*

BE IT FURTHER RESOLVED that termination of the Member(s) occupancy rights will take effect if the Member(s) make(s) the following payments or perform(s) the following acts on or before the date specified:

*Add where appropriate:*

*(To be added at bottom when form is sent to your lawyer for legal action:)*

CERTIFIED to be a true copy of a Resolution of the Board of Directors of CARDIFF HOUSING CO-OPERATIVE INC. passed \_\_\_\_\_, 19\_\_\_\_ at a duly constituted meeting of the Board of Directors, which Resolution remains in full force and effect, unamended.

\_\_\_\_\_  
Secretary or other officer

c/s

SCHEDULE "E"

CARDIFF HOUSING CO-OPERATIVE INC.

NOTICE TO VACATE

TO: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

UNIT: \_\_\_\_\_

STREET  
ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

YOU ARE HEREBY NOTIFIED that at a meeting of the Board of Directors held on \_\_\_\_\_, 19 \_\_\_\_ at 1460 Bayview Avenue, notice of which was duly served on you or given to you, your occupancy rights of the Unit mentioned above were terminated effective \_\_\_\_\_, 19 \_\_\_\_.

AND YOU ARE HEREBY NOTIFIED that you are required to vacate your Unit on or before this date. (Refer to paragraph 10.03 of the Occupancy By-law regarding your right to appeal.)

DATED: \_\_\_\_\_, 19 \_\_\_\_.

CARDIFF HOUSING CO-OPERATIVE INC.

Per: \_\_\_\_\_  
(Insert Position)

SCHEDULE "F"

**PERFORMANCE AGREEMENT**

BETWEEN: CARDIFF HOUSING CO-OPERATIVE

(the "Co-op")

- and -

\_\_\_\_\_  
(the "Member")

**RECITALS:**

The Member is a member of the Co-op occupying Unit \_\_\_\_, 1460 Bayview Avenue, Toronto, Ontario, pursuant to the terms of the by-laws of the Co-op.

The Member:

*indicate the particular matters which are to be the subject of the Agreement, such as*

- . has caused excessive noise which has repeatedly and unreasonably interfered with the enjoyment of the use of their Units by other members of the Co-op*

contrary to the by-laws of the Co-op.

The parties have entered into this Agreement to consensually resolve the dispute which currently exists between them.

NOW THEREFORE in consideration of the facts recited above and the mutual promises contained in this Agreement, the parties hereby agree as follows:

1. The Member admits the truth of the recitals set out above.
2. The Member agrees that he or she will not for a period of \_\_\_\_\_ months from the date of this Agreement:

*Insert the agreements that the Member makes. These should both be general and specific, e.g:*

- . not to cause excessive noise in the Member's Unit which might unreasonably interfere with other members, and in particular, not to play the Member's radio after 11:00 p.m.*
3. The Member agrees that on any breach of the provisions set out above, the Co-op may, following a consideration of the matter by the Board, terminate the Member's occupancy rights in accordance with the procedures specified in paragraph 10.02 of the Co-op's Occupancy By-law. ~~The Member agrees that in such event the Member will not contest any legal proceedings taken by the Co-~~

SCHEDULE A  
OCCUPANCY AGREEMENT

BETWEEN: CARDIFF HOUSING CO-OPERATIVE INC.

(the "Co-op")

- and -

(the "member(s)")

The Co-op and member(s) hereby agree as follows:

The Co-op grants to the member(s) occupancy rights in the Co-op and all rights and privileges of membership in accordance with the by-laws of the Co-op. The specific provisions of this occupancy that are in effect initially are contained in the Housing Terms Acknowledgement attached hereto as Appendix "A". Provisions relating to housing charge assistance, if applicable to the member(s), are contained in the Acknowledgement of Housing Charge Assistance Terms attached hereto as Appendix "B". The Appendices form part of this agreement.

The main provisions relating to the occupancy rights and obligations of members in the Co-op are contained in the Occupancy By-law. The member(s) acknowledge(s) receipt of a copy of the Occupancy By-law on or before signing this agreement.

The member(s) will abide by the by-laws and all duly made decisions of the Co-op as they exist at present and as they may be amended from time to time. The member(s) will perform all the obligations of resident members as set out therein.

The by-laws of the Co-op, as well as the specific provisions contained in Appendices "A" and "B" to this agreement, may be changed in accordance with the Co-operative Corporations Act and the Co-op's by-laws. The member(s) are entitled to be notified of, attend, and vote at all general meetings of members to consider such matters. Whenever there is any conflict between the Co-op's by-laws (whether as they now exist or as they may be changed in future) and the provisions contained in this Agreement, including Appendices "A" and "B" to this Agreement, the provisions of the Co-op's by-laws will govern.

DATED: \_\_\_\_\_, 19 \_\_\_\_.

MEMBER(S):

CARDIFF HOUSING CO-OPERATIVE INC.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(To be signed by each member)

*Two copies to be signed: one to be given to the member; one to be placed in member file.*

CARDIFF HOUSING CO-OPERATIVE INC.  
Occupancy Agreement  
Between Co-op and Member(s)

APPENDIX "A"

HOUSING TERMS ACKNOWLEDGEMENT

The following specific provisions of occupancy are in effect as of \_\_\_\_\_  
(date)

1. MEMBER(S): \_\_\_\_\_  
\_\_\_\_\_

2. UNIT ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

3. MONTHLY CHARGES: Full housing charge \$ \_\_\_\_\_  
less housing charge assistance (if any) \$ \_\_\_\_\_  
Monthly housing charge payable \$ \_\_\_\_\_  
Parking Charge (if applicable): \$ \_\_\_\_\_  
Total: \$ \_\_\_\_\_

4. MEMBER DEPOSIT: \$ \_\_\_\_\_

5. MINIMUM PARTICIPATION OBLIGATIONS:

Members are required to attend all general meetings of members and to assist in the operation of the Co-op in accordance with the Co-op's Participation By-law (if any) or as may otherwise be determined by the Board of Directors and confirmed by the members at a general meeting.

I hereby acknowledge and agree that the above terms are applicable to me as of the time I move into my Unit and are subject to change in accordance with the Co-op's by-laws.

MEMBER(S)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CARDIFF HOUSING CO-OPERATIVE INC.  
\_\_\_\_\_

op to obtain an order directing the Sheriff of the Judicial District of \_\_\_\_\_ to put the Co-op in possession of the Member's Unit.

4. The Co-op agrees not to act on any notice calling the Member before the Board which may be outstanding at the present time or to proceed upon any resolution passed to the date by the Board terminating the Member's occupancy rights in the Co-op.

DATED: \_\_\_\_\_, 19 \_\_\_\_.

CARDIFF HOUSING CO-OPERATIVE

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

WITNESS: \_\_\_\_\_

\_\_\_\_\_  
Member