

CARDIFF HOUSING CO-OPERATIVE INC.

COOP  
By-laws

BY LAW NO. 20

A BY-LAW TO AMEND BY-LAW NO. 15

THE OCCUPANCY BY-LAW

BE IT ENACTED as a By-law of CARDIFF HOUSING CO-OPERATIVE INC. that Articles 7 (Occupancy by Members) and 11 (Withdrawal from Membership) of the Occupancy By-law, By-law No. 15) of the Co-op be repealed and the following substituted.

ARTICLE 7

OCCUPANCY BY MEMBERS

7.01 POLICY REGARDING OCCUPANCY BY MEMBERS

- a) For the purposes of the Co-op's by-laws, unless otherwise specifically provided, a member's household (the "Household") will mean:
- . the member;
  - . any other members residing in the Unit;
  - . any persons under sixteen residing in the Unit whether or not members; the members' families;
  - . any persons resident in the unit who have turned sixteen and remain in the unit under 7.03 (Persons Turning Sixteen); or permitted to remain in the Unit under 7.09 (Roomers, Boarders, etc.);
  - . any Long-term Guests of the member as defined in 7.05.

The household will not include any other persons and other persons may reside in the Unit only as guests under 7.04 (Casual Guests), 7.05 (Long term Guests) or sub-occupants under 7.08 (Sub-occupancy) and only when permitted under those paragraphs.

- b) The provisions of this By-law will apply to the Household, 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. When dealing with such parties, the Co-op will act in accordance with applicable legislation and its contractual agreements with them and will not be obliged to follow the procedures set out in this By-law or grant to them the rights available to members.

- c) Non-member occupants 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 Co-op's internal waiting list. If any such persons continue to reside in the Co-op when no longer permitted to do so by the terms of this article, the members occupying the unit will be considered to be in breach of this By-law. Any act, omission or default by a non-member occupant may be grounds for termination of the member's occupancy rights under Article 10 (Termination of Occupancy by Co-op).

7.02 ADDITIONS TO HOUSEHOLD

- a) If a member occupying a unit wishes to add any person sixteen years of age or over to the Household, that person must apply for membership in the Co-op or for approval by the Board as a Long-term Guest under 7.05 (Long-term Guests). Until the Board has made a decision on such an application, it will be permissible for the applicant to occupy the unit as a casual guest on the terms set out in 7.04 (Casual Guests).
- b) In the event that such a person has applied for membership and the application is refused, then that person may no longer occupy the unit, except as a casual guest or a Long-term Guest 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 TURNING SIXTEEN

- a) Persons under sixteen years of age may occupy a unit as part of a member's Household. At any time after turning sixteen, such persons may apply for membership in the Co-op and will be entitled to a position on the Co-op's internal waiting list only if they have applied for and been accepted for membership.

- b) If such persons are not accepted for membership, or do not apply for membership, they may continue to reside with the members. After any such person has reached the age of eighteen, the Board may terminate his or her right to remain resident in the Co-op if the Board determines that continued residence would be inappropriate. The members occupying the unit will be entitled to ten days' prior written notice of any meeting at which it is proposed to pass a resolution terminating the right of occupancy of a household member under this paragraph. Any termination of occupancy under this paragraph will take effect no earlier than sixty days after delivery of a notice by the Board of the passage of its resolution, or such longer period of time as the Board may determine. If any such person resides in the Co-op at any time after the date specified in a notice of termination under this paragraph, the members occupying the unit will be considered to be in default.

7.04 CASUAL GUESTS

- a) This paragraph concerning casual guests and paragraph 7.05 concerning Long-term Guests set out the terms on which members are permitted to have guests staying with them in their units.
- b) The following provisions will apply to casual guests:
- i) No person may be a guest for any single visit of more than two consecutive months without the permission of the Board.
  - ii) 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 (including the two months referred to in clause (i) without the permission of the Board.
  - iii) No member may have an unreasonable number of guests at any one time.

- iv) The Board will not normally grant permission for the extension of any single visit beyond a total of three months.
- v) 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 contribution of the Casual Guest will be considered as part of the household income for purposes of Subsidy calculation under the Housing Charge Assistance By-law.

7.05 LONG-TERM GUESTS

- a) A member may have a guest in his or her unit for an indefinite period if authorized in accordance with this paragraph. For the purpose of this By-law, such persons will be called "Long-term Guests".
- b) The Board may grant Long-term Guest status on such terms as it may determine to family members not covered under 7.03 (Persons Turning Sixteen), live-in employees, additions to the household refused membership under 7.02 (Additions to Household), and to other persons. Examples would include children over eighteen, elderly parents, family members with mental or physical handicaps, nurses and live-in babysitters. The Board will take into account the Maximum Occupancy Standards when deciding whether to grant Long-term Guest status.
- c) The member(s) and the Long-term Guest(s) will be required to sign a Long-term Guest Agreement in the form attached to this By-law as Schedule "B-1". If more than one member occupies a unit, members may not have Long-term Guests without the permission of all other members occupying the unit. Any Long-term Guest Agreement shall be signed by all the members occupying the unit and all of them shall be responsible for the Long-term Guest.

- d) The Board may vary or cancel Long-term Guest status at any time. 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, the Long-term Guest status of any 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 decision to the unit.
- e) 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 determines.
- f) Schedule "B-2" (Long-term Guest Procedure) attached hereto shall form part of this By-law governing Long-term Guest arrangements.

7.06

PRINCIPAL RESIDENCE

- a) A unit allocated to a member must be used as his or her principal residence. In addition, a member who does not personally occupy and reside in his or her unit for any period greater than 15 months, even if it remains his or her principal residence, must surrender occupancy rights in the Co-op and withdraw from membership on or before the end of such 15 months' period unless a longer absence is authorized by the Board under paragraph 7.08 (Sub-occupancy) or otherwise. Visits of a day or so, even if regular or periodic, will not be considered occupancy or residence for the purpose of this paragraph.
- b) The Board may proceed to terminate the member's occupancy rights under Article 10 (Termination of Occupancy by Co-op) if the Board determines that the unit is not the member's principal residence or that, as of the day of the Board hearing, the member has not personally occupied and resided in the unit during the immediately preceding 15 months' period.

7.07 NO ASSIGNMENT

Members may not assign their right to occupy their units.

7.08 SUB-OCCUPANCY

- a) A member who wants to leave the Co-op temporarily may permit others to occupy his or her unit as a sub-occupant, but only on the terms of the Sub-occupancy Agreement attached to this By-law as Schedule "B".
- b) In all cases, if the term is longer than one month, the sub-occupant must be approved by the Member Selection Committee.
- c) Prior to the beginning of any term of sub-occupancy, the member(s) and all sub-occupants must sign and deliver to the Co-op a Sub-occupancy Agreement in the form attached to this By-law. Where more than one member occupies a unit, members may not have sub-occupants without the permission of all other members occupying the unit. Any Sub-occupancy Agreement shall be signed by all the members occupying the unit and all of them shall be responsible for the sub-occupant.
- d) The maximum term of sub-occupancy will normally be no longer than fifteen months. At its discretion, however, the Board may allow sub-occupancy for longer periods.
- e) Schedule "B-3" (Sub-occupancy Procedure) attached hereto shall form a part of this By-law and govern Sub-occupancy arrangements.

7.09 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.

7.10 NO PROFIT

- a) Any arrangements for sharing expenses among persons occupying a unit must not directly or indirectly permit a profit to any member.
- 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.

7.11 CONSENT TO ASSIGNMENT

In order to control occupancy of the Co-op's units and to prevent a profit to any member on surrender of a unit, the Co-op will be considered to be acting reasonably in withholding its consent to any assigning, sub-letting, parting with possession of or disposing of a 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.

7.12 CO-OP EMPLOYEES

- a) No permanent employee of the Co-op may be a member of the Co-op. In the event the Co-op has any employee whose duties require him or her to reside in premises provided by the Co-op, then the employee will be considered a tenant of the Co-op and the provisions of Part IV of the Landlord and Tenant Act or any successor legislation will apply to the tenancy.
- b) The Board will ensure that a written agreement is entered into with the employee providing that the tenancy of the employee will end at the same time as the employment is terminated.

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 or is deemed to have served 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 his or her occupancy in accordance with paragraph 9.01 (Notice Required) 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 of following the provisions of 10.01 (Termination on Default), 10.02 (Procedure for Terminating Occupancy for Default) and 10.03 (Right of Appeal).

11.02 NO TERMINATION OF OCCUPANCY WITHOUT WITHDRAWAL

A member may not terminate his or her occupancy in the Co-op under paragraph 9.01 (Notice Required) 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 WITHDRAWAL WHEN UNIT ABANDONED

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 WITHDRAWAL WHEN RESIDENCE CEASES


A member will be deemed to have given notice of intention to withdraw from membership in the Co-op on the day the member ceases to reside in a unit in the Co-op as his or her principal residence, unless written notice to the contrary is given to the Co-op and except as provided in paragraph 7.05 (Long-term Guest).


11.05 WHEN OCCUPANCY RIGHTS TERMINATED

- a) Any member whose occupancy rights have been terminated under Article 10 (Termination of Occupancy by Co-op) 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, re-occupy or remain on the internal waiting list for a unit in the Co-op under paragraph 6.04 (Damage by Fire) 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) of this paragraph 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.


PASSED by the Board of Directors and sealed with the Corporate Seal of the Co-op this 7th day of June 1989.

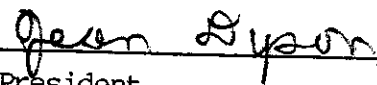
  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

c/

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of Members, this 21st day of June, 1989.

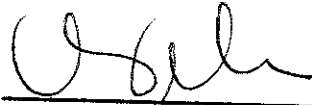
  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
President

c/s

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PASSED by the Board of Directors and sealed with the Corporate Seal of the Co-op this 7th day of June 1989.



Secretary



c/

President

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of Members, this 21st day of June, 1989.



Secretary



c/s

President

CARDIFF HOUSING CO-OPERATIVE INC.  
Long-term Guest Agreement

SCHEDULE "B-1"

LONG-TERM GUEST AGREEMENT

BETWEEN:

CARDIFF HOUSING CO-OPERATIVE INC.  
(the "Co-op")

and

\_\_\_\_\_

(the "Member(s)")

and

\_\_\_\_\_ \*1 \_\_\_\_\_ \*2

\_\_\_\_\_ \*3 \_\_\_\_\_ \*4

(the "Long-term Guest(s)")

\* indicate whether l.-t.guest is a Member (M) or a Non-member (NM)  
(Each Member and Long-term Guest to be listed)

1. The Member(s) is/are the occupant(s) 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(s) has/have requested the Board to grant long-term guest status to the Long-term Guest(s).
2. The Board hereby grants to the Long-term Guest(s) the right to live in the Unit as part of the household of the Member(s) as a Long-term Guest.
3. The Member(s) will remain fully liable for the payment of the housing charges and the performance of all obligations of the household to the Co-op except for any obligations that are specifically foregone by the Board. The Long-term Guest(s) agree(s) that he/she/they will not do anything to breach the Member(s)' Occupancy Agreement or the By-laws of the Co-op.
4. The Long-term Guest(s) agree(s) with the Member(s) and the Co-op to vacate the unit upon 60 (sixty) days' written Notice by any of the Member(s) or the Co-op.
5. The Long-term Guest(s) acknowledge(s), understand(s) and agree(s) that it is the Co-op's policy to permit occupancy of its units by members only, together with members of their households, and acknowledge(s) that the Long-term Guest(s) has/ve been permitted to remain resident in the Unit only on the basis of being (a) member(s) of the household of the Member(s). In the event that the Member(s) resign(s) from membership, or the Member(s)' occupancy rights are terminated, the Long-term Guest(s)' right to occupy any part of the Unit will end on the day of the termination, and the Long-term Guest(s) agree(s) to vacate the Unit at that time.

6. The Long-term Guest(s) acknowledge(s), understand(s) and agree(s) with the Member(s) and the Co-op that the Unit is exempt from the provisions of Part IV of the Landlord and Tenant Act, and agree(s) that the provisions of Part IV of the Landlord and Tenant Act will not apply to the Long-term Guest(s)' occupancy of part of the Unit, and agree(s) to vacate the Unit under the terms set out in this Agreement, notwithstanding the provisions of the Act, and hereby consent(s) to the issuance of a Writ of Possession should the Unit not be vacated as provided in this Agreement. Any acceptance of payments from the Long-term Guest(s), whether before or after the Member(s) may cease to occupy the unit, will not have the effect of creating a tenancy between the Co-op and the Long-term Guest(s).

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

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

CARDIFF HOUSING CO-OPERATIVE INC.

By \_\_\_\_\_

LONG-TERM GUEST(S) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Approved by the Board: March 2, 1989

## LONG-TERM GUEST PROCEDURE

1. Applications for Long-term Guest Status

If a Member wishes to add any person sixteen years of age or over to the household, if that person

- a) is a Member of the Co-op, that person must, together with the Member, apply to the Board for approval of the Long-term Guest situation (see page 1 of Long-term Guest Application), as set out in Article 7.05 of the Occupancy By-law, and must, if approved, together with the Member and the Co-op, sign the Long-term Guest Agreement (Schedule B-1 to the Occupancy By-law).
- b) is not a Member of the Co-op, that person must apply for membership in the Co-op or, if membership is refused, apply, together with the Member, for approval by the Board as a Long-term Guest (see pp. 1, 2 etc. of Long-term Guest Application), under Article 7.05 of the Occupancy By-law. Until the Board has made a decision on the application, the person may occupy the unit as a casual guest as set out in Article 7.04 of the Occupancy By-law.

If approved by the Board, the person and the Member as well as the Co-op, must sign the Long-term Guest Agreement (Schedule B-1 to the Occupancy By-law).

A Long-term Guest Application form, available from the Co-op Office, must be completed by any prospective Long-term Guest and the Member admitting a long-term guest; p. 1 of that form only is required, if the prospective Long-term Guest is a Co-op Member.

The full Long-term Guest Application form must be completed by the prospective Long-term Guest and the Member, if the Long-term Guest is not a member of the Co-op, and if the prospective Long-term Guest, upon application for Membership, has been refused Membership in the Co-op.

A prospective Long-term Guest who is not a member must apply for membership in the Co-op, with the Member admitting a Long-term Guest co-signing the Membership application.

2. Responding to Long-term Guest Applications

The Manager will be responsible for receiving and responding to Long-term Guest applications, interview the persons involved and determine

- a) Membership Status of applicants for Long-term Guest status;
- b) whether the intended Long-term Guest arrangement in the particular unit will conform to the Occupancy Standards as set out in the Co-op's Occupancy By-law.

- c) Provide the member(s) and the intended Long-term Guest with information about the provisions governing Long-term Guest status in the Co-op.

The Manager will, in particular, refer the prospective Long-term Guest to

-Article 7.02 of the Occupancy By-law and the need to apply for Membership in the Co-op;

-That Long-term (Member) Guest status implies that the Long-term Guest will be regarded as a "second" member occupying the unit of a "primary" member and that secondary membership in this instance relates to occupancy of that particular unit only, which was originally occupied by the primary member, who is requesting permission to add a Long-term Guest to his/her household.

-Paragraph 4. of the Long-term Guest Agreement (Notice) and will point out that, if this situation should arise, no cause shall be required. That a Long-term Guest who is a (secondary) member in that particular household of the Co-op may, in such an instance, on request, be put at the bottom of the internal waiting list, but that, should no appropriate unit become available within the 60 days, the secondary member must move out of the Co-op for the remainder of the waiting period for another unit, which waiting period will not exceed a maximum of 15 months, except in spousal situations, or if otherwise provided by decision of the Board.

If during such waiting period a suitable unit has not become available, the long-term (member) guest's membership in the Co-op shall lapse unless the member delivers a notice under Paragraph 11.05(b).

-If primary member leaves his/her unit and the Co-op, the secondary member may, on request and at the discretion of the Board, retain that unit, provided occupancy by the Long-term (member) Guest complies with the Co-op's occupancy standards and the Long-term (member) Guest is capable of paying the housing charges.

-If the the Long-term (member) Guest does not like the unit, or is unable to afford it, s/he may be put at the top of the internal waiting list, but must provide assurances/proof that arrangements will be made for additional income during the waiting period for a smaller unit, if appropriate.

-There will be no automatic primary occupancy right for a secondary member in the specific unit until primary member leaves (except in spousal situations).

-If the primary Member leaves to go to another unit in the Co-op, the secondary member may either move with the primary member or be put at the bottom of internal waiting list.

-The Board may enforce the provisions of this Schedule under Article 10 of the Occupancy By-law against a Long-term Guest who is a member, and failure to vacate when required under this Schedule shall be sufficient cause for termination of occupancy rights under Paragraph 10.01 of the Occupancy By-law.

- d) Provide the member(s) and the intended Long-term Guest with the appropriate **application forms** and copies (one copy for each member and each long-term guest who will be party to the agreement) of **Long-term Guest Agreement** .
- e) Refer prospective Long-term Guest and application
  - i) if a Co-op Member, to the Board for approval.
  - ii) if not a Co-op Member, to Member Selection Committee (together with Membership Application Form), for interview in the normal manner and recommendation to the Board;
  - iii) if not a Co-op Member and Member Selection Committee refuses to recommend Membership in the Co-op to the Board, refer completed Full Long-term Guest Application to the Board for approval under Article 7.05 as a Long-term Guest, if it deems fit. (See Article 7.02 of Occupancy By-law.)

3. Approval of Long-term Guest Application by the Board

Upon completion of

- Manager's interview of Member Household and person applying for Long-term Guest status;
- completion of appropriate Long-term Guest Application Form; and, if appropriate,
- Member Selection Committee's interview of intended Long-term Guest and its Recommendation to the Board;
- Completion of Long-term Guest Agreement by prospective Long-term Guest and Member Household;

all documentation will be submitted to the Board for approval. Such approval is, in all instances, at the Board's discretion, (See Articles 7.02 and 7.05 of Occupancy By-law.) taking into account the Co-op's 56.1 Agreement with CMHC as to the number of non-members residing in the Co-op at any one time, and the desirability of keeping the number of non-members in the Co-op at a minimum, while keeping in mind the needs and requirements of Co-op members.

APPROVED BY THE Board of Directors: April 27, 1989

/mw  
6/89



## SUB-OCCUPANCY PROCEDURE

1. Applications for Sub-occupancy

A Household wishing to leave the Co-op temporarily and to retain their membership and occupancy rights in their unit will, together with the intended sub-occupant(s), apply through the Manager to the Co-op Board for permission for sub-occupancy in the household's unit.

An application form, available from the Co-op Office, must be completed by all members of the household who are leaving, and those remaining behind, if applicable, as well as by all intended sub-occupants.

If the intended term of sub-occupancy is one month or less, the Manager will deal with the application as set out below.

If the intended term of sub-occupancy is more than one month, or open, the Manager will

- a) obtain the information required in the circumstances, and
- b) refer the application to the Member Selection Committee, who will conduct an interview of the sub-occupant(s) as set out in the Sub-occupancy Interview Form and return the Interview Report to the Manager;
- c) submit the Application (Part I) and the Member Selection Interview Report to the Board for approval.

2. Responding to Sub-occupancy Applications

The Manager will be responsible for receiving and responding to sub-occupancy applications, interview the person(s) involved and determine

- a) Term of Sub-occupancy
- b) Whether all members of the household are leaving temporarily;
- c) indicate on the application form the extent of reference information on the sub-occupant(s) required (credit rating, previous landlord information, employment, etc.);
- d) Whether one or several members of the household remain in the unit and will be sharing the unit with the sub-occupant(s), and will indicate on the application form the extent of reference information on the sub-occupant(s) required;

- e) Whether the intended sub-occupancy in the particular unit will conform to the occupancy standards as set out in the Co-op's Occupancy By-law.
- f) Will provide the member(s) of the household and the intended sub-occupants with information about the provisions governing sub-occupancy in the Co-op, copies (one copy for each member and each sub-occupant who will be party to the agreement) of the Sub-occupancy Agreement to be signed by all members of the member household and all intended sub-occupants.

3. Approval of Sub-occupancy by the Board

Upon completion of the Manager's interview with the household and the intended sub-occupant(s), and recommendation; and, if appropriate, upon completion of the Member Selection Committee's interview of the intended sub-occupant(s) and the Committee's Report,

The Application (Part I),

the Member Selection Committee's Sub-occupancy Interview Report and Recommendation, as well as

the Sub-occupancy Agreement signed by all members and all sub-occupants, will be submitted to the Board for approval.

Upon approval of the sub-occupancy application and all terms of the Sub-occupancy Agreement by the Board, the Manager will sign the Sub-occupancy Agreement on behalf of the Co-op.

4. Membership Applications by Sub-occupants

In the event that a sub-occupant wishes to apply for membership in the Co-op, his/her application be treated in the usual manner in which Membership Applications are processed, except that a Sub-occupant may not move into a unit offered until the sub-occupancy term has expired, or with the express permission of the member(s) involved in the sub-occupancy.

In the event that the unit to be offered is the unit in which the sub-occupant is residing, because of the member's leaving the Co-op, the Sub-occupant must await his/her turn on the external waiting list.

Requests for exemption from this provision (e.g. on the grounds of extraordinary circumstances such as unusual hardship, etc.) to be referred to the Board and will be at the Board's discretion.

APPROVED BY THE BOARD OF DIRECTORS: April 5, 1989

/mw  
June 9, 1988

CARDIFF HOUSING CO-OPERATIVE INC.  
Sub-occupancy Agreement

SCHEDULE "B"

SUB-OCCUPANCY AGREEMENT

BETWEEN:

CARDIFF HOUSING CO-OPERATIVE INC.  
(the "Co-op")

and

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

and

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

1. The Member(s) is/are the occupant(s) 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(s) has/have requested permission to grant temporary sub-occupancy rights to the Sub-occupant(s).
  2. The Member(s) hereby grant(s) to the Sub-occupant(s) the right to occupy the Unit for a term of \_\_\_\_\_ months, commencing \_\_\_\_\_, 19\_\_\_\_ and ending \_\_\_\_\_, 19\_\_\_\_.
  3. The Sub-occupant(s) agree(s) with the Member(s) and the Co-op to observe all the terms, and to perform all the obligations, of the Member(s) under the Member(s)'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 of the By-laws are available at the Co-op office.
- OR
- The Member(s) hereby irrevocably direct(s) the Sub-occupant(s) 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(s) agree(s) 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(s).
  5. There will be no charge payable by the Sub-occupant(s) to the Member(s), or other payment, benefit or advantage given by the Sub-occupant(s) to the Member(s), in relation to the sub-occupancy, except as set out in Paragraph 3 of this Agreement.
  6. The Sub-occupant(s) agree(s) with the Member(s) 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(s) acknowledge(s), understand(s) and agree(s) 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(s) resign(s) from membership, or the member(s)'s 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(s) agree(s) to vacate the Unit at that time. The Co-op agrees to give the Sub-occupant(s) the same notice as it gives the Member(s) 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(s).
8. The Sub-occupant(s) acknowledge(s), understand(s) and agree(s) with the Member(s) and the Co-op that the Unit is exempt from the provisions of Part IV of The Landlord and Tenant Act and agree(s) that the provisions of Part IV of The Landlord and Tenant Act will not apply to the Sub-occupant(s)'s occupancy of the Unit, and agree(s) to vacate the Unit under the terms set out in this Agreement, notwithstanding the provisions of the Act, and hereby consent(s) 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(s) contained in Paragraph 8, the Co-op hereby consents to the grant of sub-occupancy contained herein.

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

CARDIFF HOUSING CO-OPERATIVE INC.

By \_\_\_\_\_

Member(s)

Sub-occupant(s)

SCHEDULE "I"

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

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

1. The arrangement for sharing the Unit and expenses must have existed on September 30, 1985.
2. The Member must register with the Co-op indicating that he/she wishes to claim this exemption from the Co-op's normal by-laws by October 31, 1985.
3. Members must sign an agreement with the Co-op to be negotiated between them and staff of the Co-operative Housing Federation of Toronto, subject to ultimate appeal to the Board. Such agreement will provide that:
  - a) the Occupancy standards set out in the Co-op's Member Selection and Unit Allocation By-laws will govern the maximum number of people permitted to share the accommodation or occupy the Unit except where, on September 30, 1985, the number of such persons exceeded this maximum number. In such a case, the member will be permitted to continue with the existing sharing arrangement so long as the persons sharing or occupying the Units lived with the member on September 30, 1985;
  - b) in accordance with Section 7.10 of this By-law, the amount charged to persons sharing the Unit will not result in a profit to the member;
  - c) the member accepts responsibility for all acts and liabilities, both financial and non-financial, of any person sharing the Unit.

All persons sharing or occupying part of a member's Unit and contributing to expenses will have the legal status of sub-tenants of the particular member. Such persons will not be direct tenants or sub-tenants of the Co-op.