

Windfield Co-operative Homes Inc.

A BY-LAW ABOUT THE RIGHTS AND OBLIGATIONS OF THE CO-OP AND THE MEMBERS

By-law No. 16

OCCUPANCY BY-LAW

MODEL FOR ONTARIO CO-OPS

Use with the Guide to the new Model Occupancy By-law for co-ops.

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TABLE OF CONTENTS

A By-law about the rights and obligations of the co-op and the members 1

Article 1:	About this By-Law.....	1
1.1	Introduction.....	1
1.2	Priority of this By-law	1
1.3	Repeals.....	1
1.4	Laws about Occupancy	1
1.5	Occupancy Agreement.....	2
1.6	Special Meanings	3
1.7	Summary of Time Requirements	4
Article 2:	Members' Rights.....	6
2.1	Use of a Unit and the Co-op's Facilities	6
Article 3:	Members' Contributions	7
3.1	Housing Charges	7
3.2	Member Involvement.....	8
3.3	Payment of Housing Charges.....	8
3.4	Other Charges	8
3.5	Member Deposit.....	9
3.6	Housing Charges Are Per-Unit.....	9
3.7	Housing Charge Subsidy.....	10
3.8	All Charges are Housing Charges.....	10
Article 4:	Setting Housing Charges.....	11
4.1	The Members Set the Full Monthly Housing Charges.....	11
4.2	Annual Budgets.....	11
4.3	Notice of Proposed Budget	12
4.4	Changes in Housing Charges	12
4.5	Mid-year Change in Housing Charges.....	12
Article 5:	Members' Units	13
5.1	Maintenance and Repair	13
5.2	Privacy	15
5.3	Damage to Units	15
5.4	Members' Insurance.....	16
Article 6:	Use of Units	17
6.1	Residences.....	17
6.2	Principal Residence.....	17
6.3	Related Uses.....	17

6.4	No Transfer of Membership or Occupancy Rights...	18
6.5	No Profit from Unit.....	18
6.6	Co-op's Insurance	19
Article 7:	Behaviour.....	20
7.1	Prohibited Conduct	20
7.2	Human Rights	20
7.3	Violence	20
7.4	Domestic Violence.....	20
7.5	Return after Violence.....	22
7.6	Explanations.....	22
7.7	Calling Police and Other Authorities.....	23
7.8	Acts of Others	23
7.9	Criticism of Board and Staff.....	23
7.10	No Trespass Notices	23
Article 8:	Members' Households and Guests.....	25
8.1	Basic Requirements	25
8.2	Addition of a Member.....	25
8.3	Turning Sixteen.....	26
8.4	Long-term Guests.....	26
8.5	Casual Guests.....	27
8.6	Sub-Occupancy and Absence from Unit.....	27
8.7	Evicted Persons.....	27
Article 9:	How Members Withdraw from the Co-op	28
9.1	Membership and Occupancy are Linked	28
9.2	Ending Membership and Occupancy	28
9.3	Part of Household Ends Membership and Occupancy	29
9.4	Death of a Member	30
9.5	Vacant or Abandoned Unit	30
Article 10:	Dealing with Arrears and Late Payment.....	31
10.1	Eviction for Arrears or Persistent Late Payment	31
10.2	Non-Payment and Late Payment	31
10.3	Replacement Payment.....	32
10.4	Late Payment and Failed Payment.....	32
10.5	Directors in Arrears.....	33
10.6	Notice to Appear for Arrears or Persistent Late Payment	34
Article 11:	Dealing with Problems.....	35
11.1	Eviction.....	35

11.2	Notice to Appear	35
11.3	Deciding to Give a Notice to Appear.....	36
11.4	Co-op Limits	36
Article 12:	Eviction Procedures	37
12.1	Board Meeting on Notice to Appear	37
Article 13:	Alternatives to Eviction	38
13.1	Alternatives	38
13.2	Conditional Eviction Decisions	38
13.3	Performance Agreements.....	38
13.4	Information to Others.....	39
13.5	Non-Performance by Member	39
13.6	Authorization of Performance Agreements	39
Article 14:	Appeals to Membership	41
14.1	No Appeal	41
Article 15:	Legal Action.....	41
15.1	Enforcing Eviction Decisions	421
15.2	Membership Rights on Eviction	421
15.3	Interest.....	432
15.4	Rights Not Cancelled	432
15.5	Co-op Costs.....	433
Article 16:	Miscellaneous	444
16.1	Personal Information to Membership	444
16.2	Legal Actions against Co-op.....	444
16.3	External Complaints.....	445
16.4	Co-op Employees.....	456
16.5	Non-Member Units	457
16.6	Non-Members in a Member Unit.....	467
16.7	Proof.....	467
16.8	Serving Eviction Documents	467
16.9	Signing Schedules for Co-op	478
16.10	Minor Errors, Omissions or Irregularities.....	478
16.11	Starting Date for this By-law	49
Schedule A:	Occupancy Agreement.....	2
	<i>Appendix C: Housing Charge Subsidy Terms</i>	<i>5</i>

Schedule B:	Long-term Guest Agreement	11
Schedule C:	Sub-Occupancy Agreement	13
Schedule D:	Notice to Appear for Arrears or Persistent Late Payment	14
Schedule E:	Notice to Appear	15
Schedule F:	Board of Directors' Eviction Decision for Arrears or Persistent Late Payment	17
Schedule G:	Board of Directors' Eviction Decision	19
Schedule H:	Notice of Eviction Decision for Arrears or Persistent Late Payment	21
Schedule I:	Notice of Eviction Decision.....	22
Schedule K:	Performance Agreement	24
<i>Attachment A: Summary of Time Requirements and Examples</i>		<i>26</i>

Article 1: About this By-Law

1.1 Introduction

This By-law states the basic rules for the co-op to provide housing for its members and the basic rights and obligations of the co-op and the members.

1.2 Priority of this By-law

(a) Conflict with other by-laws

This By-law governs over other co-op by-laws if there is a conflict. By-laws passed after this By-law can amend or add to this By-law, but they have to specifically state this.

(b) References to other by-laws

Some parts of this By-law refer to other co-op by-laws. If the co-op does not have the by-law referred to, the board of directors will decide on anything which would have been in the by-law. This does not apply if the co-op has the by-law, but just uses a different name for it.

(c) No unauthorized commitments

No one can commit to anything dealing with occupancy rights on behalf of the co-op unless authorized under this By-law. Any unauthorized commitment is not effective.

1.3 Repeals

(a) By-laws

This By-law repeals, takes the place of or amends all previous by-laws or resolutions that deal with matters covered by this By-law. If there is a conflict, this By-law governs.

1.4 Laws about Occupancy

(a) Main laws

In addition to this By-law certain laws affect occupancy at the co-op. These include the following laws in addition to other government requirements.

- A. The *Co-operative Corporations Act* governs the co-op. Parts of the *Co-operative Corporations Act* have important rules about occupancy that are not in this By-law.
 - B. The *Residential Tenancies Act* has rules about co-op evictions that are not in this By-law.
 - C. The Ontario *Human Rights Code* has important rules about housing that affect the co-op.
 - D. If the co-op received funding under an Ontario government program, it may have to follow rules about occupancy under the *Housing Services Act*. The co-op's service manager may also have rules about occupancy.
- (b) **Changing by-laws**

If any part of this By-law breaks any laws, the board of directors will pass by-law amendments to correct the situation and submit them to the membership for approval. This could happen if there are changes in the laws or new interpretations.

1.5 Occupancy Agreement

(a) **Standard form**

The Occupancy Agreement, Schedule A, is part of this By-law. All members must sign it when their membership in the co-op begins. The Occupancy Agreement includes Appendixes that have to be signed at the same time or later.

- **Appendix A: Member Charges.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Household Members.** This applies at the time of signing the Occupancy Agreement. If there are changes, the member has to notify the co-op as stated in section 9.5 (Reporting Change in Household Size). A new Appendix B should be signed.
- **Appendix C: Housing Charge Subsidy Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will receive housing charge subsidy. If the member gets housing charge subsidy at a later time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendixes A and B have to be signed at the same time.
- **Appendix D: Special Needs Unit Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will occupy a special needs unit. If the member gets a special needs unit at a later time, Appendix D has to be signed then.

(b) **Who signs**

The Occupancy Agreement must be signed by all co-op members who will occupy the unit.

The Appendixes must be signed by all members and any non-member occupants 16 years old or older.

(c) **Government requirements**

To meet government requirements, the Appendixes to the Occupancy Agreement can be changed by the board of directors without amending this By-law.

(d) **Occupancy Agreement applies**

The co-op and the members must obey this By-law, including the Occupancy Agreement and Appendixes, even if a particular member has not signed an Occupancy Agreement or Appendix or has signed an older version of the Occupancy Agreement or Appendix.

(e) **Special requirements**

Some by-laws and agreements only apply to certain members. Both the co-op and those members must obey them. Examples are performance agreements and by-laws dealing with housing charge subsidy.

1.6 Special Meanings

(a) **Co-op office**

If the co-op does not have an office, the board of directors should designate a place or person that members can use to give things to the co-op or get them from the co-op and make sure all members know about it. If the board does not do this, the person will be the president. When this By-law talks about the “co-op office”, members can use that place or go to that person if the co-op doesn’t have an office.

(b) **Eviction**

The *Co-operative Corporations Act* and the *Residential Tenancies Act* use words like “terminating membership and occupancy rights” or “terminating occupancy rights.” In this By-law these are also referred to using words like “evicting the member” or “eviction.”

(c) **Government requirements**

“Government requirements” means the laws, regulations or agreements with government bodies that apply to co-ops. This includes the ones stated in section 1.4 (Laws about Occupancy).

(d) **Housing charge payment day**

The housing charge payment day is the day of the month when payment of housing charges is due for that month or the following month. The board of directors can set a day based on when the office is open or other factors. If the board doesn’t do this, the housing charge payment day will be the first day of a month that is not a Saturday, Sunday or public holiday.

(e) **Housing charge subsidy**

“Housing charge subsidy” means geared-to-income subsidy or any other subsidy or reduction in housing charges that is provided by the co-op.

(f) **Housing charges**

In this By-law “housing charges” means all charges that the co-op makes to members or that members owe the co-op.

- “Full monthly housing charges” means the monthly housing charges for a unit before deducting or crediting any housing charge subsidy.
- “Subsidized monthly housing charges” means the regular monthly housing charges after deducting or crediting any housing charge subsidy that a household receives.
- “Regular monthly housing charges” means the full monthly housing charges, after deducting or crediting any housing charge subsidy, plus any parking or other monthly charges.
- “Other housing charges” means non-monthly amounts that a member has to pay under the co-op by-laws. Examples are late payment and NSF charges.

(g) **Legal action**

A “legal action” under this By-law includes an application to the Landlord and Tenant Board or to the courts.

(h) **Manager**

In this By-law the co-op “manager” refers to the senior staff person. That person could have a different job title. Also, in some cases the board of directors or manager may authorize other staff members to perform some of the manager’s duties mentioned in this By-law.

(i) **Performance agreement**

A “performance agreement” includes an arrears payment agreement.

(j) **Staff**

“Staff” refers to employees of the co-op and to property management companies and other contractors and their employees.

(k) **Year**

When this By-law refers to a “year”, it means a consecutive twelve-month period. This is not necessarily a calendar year. The board of directors decides what twelve-month period to use in each case.

1.7 Summary of Time Requirements

Attachment A at the end of this By-law is a summary of the time requirements for some actions by the co-op as required under this By-law and the *Co-operative Corporations Act*.

Windfield Co-operative Homes Inc.

In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Article 2: Members' Rights

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

The co-op gives members the right to:

- live in their housing unit
- use their parking space if any,
- use the co-op's common facilities, and
- be involved in the governance of the co-op.

Members have to follow co-op by-laws in using these rights.

Article 3: Members' Contributions

3.1 Housing Charges

(a) Monthly housing charges

Each member must pay regular monthly housing charges to the co-op. Regular monthly housing charges are made up of:

- the full monthly housing charges for the member's unit, less any housing charge subsidy
- parking charges, if applicable
- other monthly charges that members must pay under any of the co-op by-laws.

(b) Other housing charges

Each member must pay additional housing charges, if applicable. These include:

- the membership fee of \$15.00 per member (once only)
- late payment charges
- bank or financial institution charge for NSF cheques or failed payments
- NSF administration or failed payment charges
- all other amounts that a member has to pay under this By-law or any of the co-op's by-laws.

(c) Not included in housing charges

Housing charges do not include the following costs to a member:

- electricity for a unit
- utilities for a unit (other than electricity)
- hot water tank rental
- water and sewer charges
- cable television charges
- telephone for a unit
- insurance on the member's personal property
- the member's personal liability insurance.

If the co-op has to pay for any of these, the cost will be added to the member's housing charges.

(d) Adjusting items in housing charges

The items that are included in housing charges or not included in housing charges can be changed by a vote of the members at a general meeting. There should normally be a separate motion approving the change even though it is also stated in the budget materials.

3.2 Member Involvement

Members must attend all general members' meetings. Members should take part in the other activities of the co-op.

3.3 Payment of Housing Charges

(a) Time of payment

Housing charges are due each month before noon on the housing charge payment day. If the first day of the month is a weekend or holiday, the payment should be made by noon on the next business day.

(b) No cash payments

Housing charges cannot be paid in cash.

(c) Pre-authorized payment

Members can pay housing charges in a pre-authorized way. This is usually more convenient for both members and co-op staff. This includes:

- pre-authorized debit, if available at the co-op
- pre-authorized payment, if available at the co-op
- post-dated cheques.

Arrangements can be made at the co-op office.

(d) Other ways to pay

Members can pay each month by debit card at the co-op office, if debit card payment is available at the co-op.

Members who do not pay in any of the ways stated above have to pay by monthly cheque or money order. These have to be delivered to the co-op office. If no one is in the office, they can be put into the co-op office mail box.

3.4 Other Charges

Members are responsible for and must pay the co-op for any extra costs, charges or expenses caused by:

- the member,
- any member of their household, or
- anyone permitted on co-op property by the co-op member or another member of their household.

This applies even if no co-op by-law has been broken. Examples include debt collection charges and the cost of repairs.

3.5 Member Deposit

(a) **Paying the member deposit**

Members must pay a member deposit to the co-op. This deposit cannot be used as the last month's housing charges. Members must pay this deposit before moving into their unit, unless the co-op allows them to pay it over time. This could be over several months. This must be stated in a deposit payment agreement prepared by the manager and signed by the member and the co-op.

(b) **Amount of the member deposit**

Members must pay a member deposit equal to the full monthly housing charges for their unit.

The member deposit is rounded to the nearest dollar.

(c) **Adjusting the member deposit when housing charges change**

The amount of the member deposit will be adjusted by the same percentage as any change in the full monthly housing charges for the member's unit.

Members must pay the amount of any increase on a date set by the board of directors unless the members' meeting approving the new housing charges decides on a different date. If there is a reduction, members will get a credit on future charges.

(d) **Returning the member deposit**

The co-op will return the member deposit when the member and the member's household leave the co-op permanently. Before returning the deposit, the co-op can deduct any amount which the member owes because:

- the member did not give enough notice
- the unit was not left in the condition required under the co-op by-laws
- the member owes money to the co-op, or
- the member did not pay their last month's housing charges.

(e) **Interest on the member deposit**

The co-op will not pay interest on the member deposit.

3.6 Housing Charges Are Per-Unit

Housing charges and member deposits are payable on a per-unit basis. If more than one member occupies a unit, they are each responsible for the total housing charges—not just a share of them. It does not matter if they are members of the same family or what arrangement they have between them. They must make one single monthly payment to the co-op.

If any person moves out of the unit, the remaining members in that unit are still responsible for all the charges which apply to the unit.

3.7 Housing Charge Subsidy

Members who have a housing charge subsidy owe the co-op the full housing charges less the subsidy. If the housing charge subsidy funds are provided by government or other funders and the co-op does not receive the subsidy funds, the members must pay the full housing charges. It does not matter why the funds were not received. It could be because a member was not entitled to the housing charge subsidy, or the funder changed its policies, or for any other reason.

3.8 All Charges are Housing Charges

Housing charges include all amounts that the co-op charges to members or that members owe the co-op. All these amounts can be collected by the co-op in the same way as housing charges.

Article 4: Setting Housing Charges

4.1 The Members Set the Full Monthly Housing Charges

The full monthly housing charges and parking charges can be set only by a vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members for approval when they are asked to consider a change in charges. Existing charges continue until the members approve a change. The members may approve charges that are different from those proposed in the budget. There should normally be a separate motion approving the housing and parking charges even though these are also stated in the budget materials.

4.2 Annual Budgets

(a) Operating budget

Each year the board of directors will submit an operating budget for the next fiscal year for approval of the members at a general meeting. The operating budget must contain:

- the total expected cost of operating the co-op
- a breakdown of the total expected cost in detailed categories
- the full monthly housing charges proposed for each unit or kind of unit
- the charges proposed for each service provided to members and charged separately, such as parking spaces.

(b) Capital budget

The board of directors must also prepare a capital budget for approval of the members if it is planning capital expenses. If possible, it should be presented to the members at the same time as the operating budget. A capital budget must contain:

- the proposed capital expenses
- the proposed source of funds
- the effect of the proposed expenses on the co-op's capital reserve
- the effect of the proposed expenses on the co-op's future operating budget
- the estimated timeline for the capital expenses.

(c) Approval by members

Approval of an operating budget or capital budget by the members authorizes the board of directors to spend money as stated in the budget subject to the Spending By-law, if the co-op has one.

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act* and the by-laws. A copy of the proposed budget must be delivered to each unit at least five days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

4.4 Changes in Housing Charges

(a) Beginning of changed housing charges

Any change in the full monthly housing charges will begin on the first day of the third month after the members decide on the change. The members at a general meeting can decide by a two-thirds vote on a different date for the new charges to begin, including an earlier date.

(b) Notice of change

Notice of a change in the full housing charges must be delivered to each unit within a reasonable time after the meeting. Government requirements may state a time period.

4.5 Mid-year Change in Housing Charges

The board of directors may decide that there should be a change in the budget and/or housing charges during a fiscal year. If so, the board will prepare a budget or statement showing the reason for the change and submit it to a meeting of the members. Section 4.3 of this By-law states how the co-op will give notice of this meeting. Timing and other rules about any change will be as stated in sections 4.1 to 4.4 as applicable.

Article 5: Members' Units

5.1 Maintenance and Repair

(a) Responsibility of the co-op

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government requirements. The co-op must keep the co-op property other than the units and all services and facilities of the co-op to the same standard as the units.

(b) Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order.

(c) Responsibility of members

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements. Members must not do, or fail to do, anything that damages their units or other parts of the co-op property.

(d) Co-operation with the co-op

Members must co-operate in all reasonable ways with co-op staff and any tradespeople or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of entry). It also includes doing anything necessary to prepare their unit for co-op work, such as pest control.

(e) Reporting problems

Members must promptly report to the co-op any condition in their unit, the equipment in the unit or their building, if it could cause damage to their unit or co-op property.

(f) Maintenance and Improvements By-law

The co-op's Maintenance and Improvements By-law, if there is one, or other co-op by-laws, may have more detail on maintenance and repair responsibilities. The co-op and the members must obey those by-laws.

(g) Alterations and improvements

Members cannot make alterations and improvements to their units or co-op property, unless they comply with the terms of the Maintenance and Improvements By-law or any other applicable co-op by-laws. Members must get advance written permission from the board of directors unless those by-laws say something else.

(h) Changing locks

Members cannot change their locks without advance written permission from the co-op. They have to give the co-op keys to new locks or cards, fobs or other things needed for access. If they don't, the co-op can change the lock and the member will pay the cost.

(i) Exterior of unit

Members cannot install or attach anything to the outside of their unit or the outside of doors and windows without advance written permission from the board of directors. Examples are cameras, satellite dishes and antennas. Members must follow co-op by-laws and board decisions about what can be put in or on exterior parts of a unit, such as balconies, yards, driveways and fences. Permission under this paragraph can be withdrawn by the board.

(j) Common elements

Members cannot put or keep anything in the halls, lobbies, corridors, walkways, driveways and any parts of the co-op property other than the interior of their units without advance written permission from the board of directors. Permission under this paragraph can be withdrawn by the board.

(k) Privacy

Members cannot install cameras in their units or in vehicles that could record persons in an apartment building corridor or in public or common walkways or other public or common areas or in yards or outdoor areas adjacent to other members' units.

(l) Neglect of responsibilities

If members do not fulfill their responsibility under this section, the Maintenance and Improvements By-law or any other applicable co-op by-laws, or if members prevent entry when permitted under section 5.2 (Privacy), the co-op can do what is necessary to correct the situation. Those members have to pay the cost. Examples are higher callback charges or additional costs if pests spread to other units.

(m) Moving out of the unit

When members move out of a unit, they have to leave it clean and in good condition. The unit has to be left in the condition required by the Maintenance and Improvements By-law, if there is one, or other applicable co-op by-laws.

5.2 Privacy

(a) Permission needed

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

(b) Notice of entry

After giving a member 48 hours written notice, someone designated by the co-op can enter a unit, at any reasonable time, for:

- maintenance inspections, regular or special
- maintenance, repairs or renovations, or
- any other reason which the board of directors decides.

(c) Showing unit

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

- the members have given notice to end their membership and occupancy rights, or
- the co-op has given notice of a board of directors' decision to evict the member.

(d) Time of entry

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a unit. The member does not have to be present at the time of entry.

(e) One notice per unit

Only one notice needs to be given under this section for all members and others in a unit.

5.3 Damage to Units

(a) Major damage

If there is major damage affecting a large number of units, the board of directors will examine the situation and propose a solution. The membership will make the final decision at a members' meeting.

(b) Other damage

If only one or a small number of units are damaged, the board of directors will consult with the members living in the units to come up with a solution. If those members agree with the board, the board can deal with the situation unless it needs approval from the members for expenses beyond the budget. If the members living in the units do not agree with the board, the membership will make the final decision at

a members' meeting. The board can give these decisions priority over the internal and external waiting lists.

(c) **Things to decide**

The board of directors and members will consider questions such as the following:

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

(d) **Limit of co-op responsibility**

The co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage unless the costs are covered by the co-op's insurance or are payable by a government or other subsidy provider. The co-op does not have to repair a unit and can terminate membership and occupancy rights because of damage if that is part of the decision under this section.

(e) **What is damage?**

Damage under this section is anything that makes a unit uninhabitable. It could be a specific event, such as a fire, or a condition like mould or insect infestation.

5.4 **Members' Insurance**

Members must obtain public liability insurance and property insurance for their unit. The co-op, co-op staff, contractors and other members will not have any liability to a member or a person in a member's household for things that would be covered by a normal renter's or co-op member's insurance policy. It does not matter what caused any loss and it does not matter whether the member or anyone in the household had any insurance.

Article 6: Use of Units

6.1 Residences

Units must be used only as private residences for members, their households and other persons allowed by this By-law.

6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member may not be absent from the co-op unit for a total of more than three months in any year without the permission of the board of directors. The unit must remain the member's principal residence while the member is absent. Members will be considered absent from their units even if they visit them for short periods. Government requirements or co-op by-laws may set limits on absence from units for members who receive housing charge subsidy.

6.3 Related Uses

(a) Related uses permitted

"Related uses" are typical home business uses that are related or incidental to the use of a unit as a member's principal residence. Members can have one or more related use, if:

- the use is permitted by government requirements, including zoning by-laws
- the use does not create disturbance beyond what is appropriate in a residential community like the co-op, such as by too much noise or too many visitors
- the use does not involve excessive demands on co-op utilities and services, such as electricity, and
- co-op by-laws are obeyed.

(b) No rooming or boarding houses

Permitted uses do not include using a unit as a rooming house, or boarding house, or providing food or lodging for others or anything similar. Those uses are prohibited.

(c) No rentals

Permitted uses do not include longterm or short term rentals of a unit or part of a unit. Those uses are prohibited except for guests and sub-occupants permitted under Article 8 (Members' Household and Guests). Co-op units may not be listed on

AirBnB or registered with Internet rental services. Co-op units may not be advertised in any other way without advance written approval from the board of directors.

(d) **Parking spaces**

Rental of parking spaces is prohibited unless the parking space is physically attached to a single unit and the rental rate is approved in advance by the board of directors. In addition, a parking space cannot be rented to someone who is not a member of the co-op without the board's advance written approval. Section 8.4 (Long-term Guests) will apply.

(e) **Liability**

The member will be responsible for any claims against the co-op, co-op staff, contractors and other members and occupants that are connected to any related use by the member.

(f) **Insurance**

A member must have all insurance that is reasonable for a related use including any insurance that is needed to meet government requirements. The member must give the co-op a current copy of the insurance policy and any changes. The member will follow any directions by the co-op about the insurance so that it will protect the co-op in addition to the member. Giving the co-op the insurance policy or following the co-op's directions does not transfer the member's responsibility to the co-op.

6.4 No Transfer of Membership or Occupancy Rights

Members cannot transfer their membership or their occupancy rights to anyone else.

6.5 No Profit from Unit

(a) **When leaving co-op**

Members must not profit, directly or indirectly, when they leave the co-op.

(b) **Sub-occupancy or sharing**

Members must not profit, directly or indirectly, when they allow others to use their unit. This includes sub-occupancy or rental of the unit when the member is away or any sharing arrangement. "Profit" means any amount that is greater than the housing charges payable by the member divided by the number of days in the month. In case of sharing, the applicable monthly housing charges are a reasonable part of the total housing charges payable by the member.

(c) **Profits go to co-op**

Members must pay any profit referred to in this section to the co-op as additional housing charges.

(d) **Examples**

Key money is an example of a profit. So are payments that are higher than the housing charges payable by a member for a unit.

6.6 Co-op's Insurance

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

Article 7: Behaviour

7.1 Prohibited Conduct

The co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighbourhood community. Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of these communities. Co-op members must not make or allow any noise, nuisance or other act that unreasonably disturbs any other member of these communities. Co-op members must not commit any illegal act in their units or on co-op property.

7.2 Human Rights

Co-op members must respect the human rights of other members of these communities. Co-op members must obey the Ontario *Human Rights Code* and not do anything that would discriminate against or harass any other member of these communities in a way that would breach the *Human Rights Code*. Co-op members must strive for an environment at the co-op that is fair, inclusive and respectful of people's dignity.

7.3 Violence

Co-op members must not commit violence against any other member of these communities. Violence can be real or threatened. Violence can be physical, psychological, financial and/or sexual. Child abuse is a kind of violence.

7.4 Domestic Violence

(a) Not tolerated

The co-op does not tolerate domestic violence. It will try to assist victims of domestic violence who live at the co-op. Members who engage in domestic violence may be evicted. Non-members who engage in domestic violence may be removed from the co-op.

(b) Meaning

Domestic violence at the co-op is violence against another person who lives in the same unit. The victim or the person who committed domestic violence could be

- a member
- a long-term guest
- a casual guest
- someone who lives at the co-op or is staying at the co-op even if not permitted under this By-law
- an adult or a child.

(c) **Protecting a child**

If a child who lives at the co-op with a parent or other person experiences child abuse or other domestic violence, the parent or other person can also take any of the actions of a victim stated in this section and references to the victim in this section include that person in addition to the child. If a child is the victim or alleged to be the victim, then the co-op must make sure the Children's Aid Society has been notified.

(d) **Rights of victim**

Victims of domestic violence who live at the co-op can:

- ask the board of directors to evict any member who commits domestic violence
- ask the board to remove any non-member who commits domestic violence from the co-op
- ask the board to issue a No Trespass Notice against any non-member who has committed domestic violence against the victim. It does not matter if the domestic violence was at the co-op or somewhere else or whether it was before the victim moved into the co-op.
- if the victim is a member, request emergency housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements
- get information from the co-op on supports available in the community.

(e) **Right to leave the co-op**

If the victim is a member, the victim can give notice of termination of membership and occupancy rights. The notice must state a specific date at least 28 days after the notice is given to the co-op. It does not have to be the last day of a month. If the victim was the only member, the victim will vacate the unit by the termination date and the co-op can take possession. If the victim is not the only member, the victim will stop being responsible to the co-op for the housing charges and other obligations relating to the unit on that date. If the victim is not a member, the victim can terminate any obligations to the co-op on 28 days written notice.

(f) **Board response**

The board of directors can issue a Notice to Appear and evict any member who has committed domestic violence. If a non-member engages in domestic violence, the board can take any steps it considers appropriate to remove the non-member from co-op property. The board can issue a No Trespass Notice against any non-member forbidding that person to enter co-op property. The board can issue a No Trespass Notice against any member or non-member forbidding that person to go to the

victim's unit or parts of the co-op property near the victim's unit or used by the victim. In all cases it does not matter whether the domestic violence happened at the co-op or somewhere else.

(g) **Action without complaint**

The board of directors can take any of the steps referred to in this section without a complaint from the victim.

(h) **Procedures**

When the board of directors makes a decision about evicting a member, the board has to follow the procedures stated in Article 11 (Dealing with Problems) and Article 12 (Eviction Procedures). When the board makes a decision about removing any approved long-term guest from the co-op, it has to follow the procedures stated in section 8.4(d) (Cancelling long-term guest status). In making these decisions or a decision about issuing a No Trespass Notice, it can accept any of the following as proof that domestic violence occurred:

- a restraining order or peace bond is in effect at the time of the decision
- terms of bail allowing no contact are in effect at the time of the decision
- the offending person has been convicted of an offence against the victim
- a written or oral statement from the victim without details that the domestic violence occurred.

(i) **Applying for membership**

If the victim of domestic violence is an approved long-term guest and the person who committed domestic violence was a member and no longer lives at the co-op, the victim can apply for membership under this paragraph. A victim who is accepted for membership under this paragraph may be required to move. The victim will not receive the member's housing charge subsidy, but might be able to apply under government requirements or the co-op's Housing Charge Subsidy By-law, if it has one.

7.5 Return after Violence

If a victim of violence is ready to let a previously violent person return, the victim can ask the board of directors in writing to reinstate that person's previous status. The board may reject an application or request from anyone that would permit that person to return to the co-op if the victim does not consent, or if the board thinks it would not be best for the co-op. Section 8.7 (Evicted Persons) applies if that person is on co-op property without the board's advance written approval. Section 8.5 (Casual Guests) does not apply.

7.6 Explanations

Violence and harassment can be based on a prohibited ground under the Ontario *Human Rights Code* or on other grounds. Violence, harassment and other prohibited conduct can

Windfield Co-operative Homes Inc.

take place on co-op property or in other places, including on social media. The board of directors does not have to wait until any court charges are heard before evicting someone in the case of violence or other illegal acts.

7.7 Calling Police and Other Authorities

Co-op staff is authorized to contact the police, children's aid society and other authorities in case of violence or illegal acts.

7.8 Acts of Others

Co-op members are responsible for any act or failure to act by

- any member of their household, and
- anyone permitted on co-op property by the co-op member or another member of their household.

Members must make sure that none of those persons does anything that would break this Article or other parts of the co-op by-laws. Co-op members may be evicted as a result of acts or failures to act by those persons and will have to pay for any damage caused by them.

7.9 Criticism of Board and Staff

Criticism of the job performance of the board of directors and staff is not harassment or a breach of section 7.1 (Prohibited Conduct) if it is made in a reasonable and constructive way. Examples of ways that are not reasonable or constructive include:

- making complaints or requests in a loud or threatening or pressing manner
- refusing to leave the co-op office or adjacent spaces when asked by staff
- making any kind of threat or taking any threatening action against directors or staff
- making personal statements about staff or directors
- making repeated complaints about things that are the same or similar
- sending repeated e-mails or voicemails about things that are the same or similar
- putting complaints on social media or in other public places
- sending complaints to persons outside the co-op in order to embarrass the board or staff.

7.10 No Trespass Notices

(a) Prohibited conduct or violence

The board of directors can issue a No Trespass Notice in order to prevent or control prohibited conduct or violence.

(b) **Limits**

A No Trespass Notice to a member, someone in a member's household or a board-approved sub-occupant can forbid that person from being on parts of the co-op property other than the member's unit and the access to the unit. A No Trespass Notice to anyone else can forbid that person from being on co-op property.

(c) **Right to review**

A member can ask the board of directors to reconsider a No Trespass Notice that affects the member or the member's household, sub-occupants or guests. The request to reconsider has to be delivered to the co-op office within five days after delivery or posting of the No Trespass Notice. The request must be signed by all co-op members in the household. The member will be given at least ten days written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

(d) **Additional reviews after one year**

A member can ask the board of directors to reconsider a No Trespass Notice one year after it was issued or one year after the last requested review—whichever was later. The request to reconsider must be signed by all co-op members in the household. The member will be given at least ten days written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

(e) **Enforcing No Trespass Notice**

The board of directors or co-op staff can take any appropriate action to enforce a No Trespass Notice. A member cannot invite or permit someone to be in the member's unit or on any part of co-op property if it would be a breach of a No Trespass Notice.

Article 8: Members' Households and Guests

8.1 Basic Requirements

(a) Who is part of a household

In the co-op's by-laws, household means:

- a member
- any other members living in the unit
- children of the member who are under sixteen and live in the unit
- children of the member who have turned sixteen and continue to live in the unit, and
- long-term guests approved by the board of directors under this Article.

Someone is considered a child of a member if they would be considered the member's child under the Ontario *Family Law Act*.

(b) Guests

A guest is someone staying in a member's unit at the same time as the member or someone in the household.

(c) Who is not part of a household

Only persons mentioned in paragraph (a) are part of a member's household. Other persons can stay in a member's unit only as casual guests or sub-occupants and only if permitted by this By-law. Members must not allow anyone else to use their unit.

(d) Non-member occupants

Occupants of a unit who are not members have:

- no right to occupy the unit independent of the members
- no right to occupy any other unit in the co-op
- no right to a place on the co-op's internal waiting list.

8.2 Addition of a Member

Someone can apply for membership in the co-op as an addition to an existing household. The application must also be signed by all co-op members in the household. The applicant will become part of the household if accepted as a member. If not accepted, the applicant can occupy the unit only as a long-term guest if approved by the board of directors.

8.3 Turning Sixteen

Persons in a member's household who turn sixteen can apply for membership in the co-op. The application must also be signed by all co-op members in the household. If persons who turn sixteen do not apply for membership or are not accepted as members, they will automatically be considered long-term guests. A long-term guest agreement is not necessary.

8.4 Long-term Guests

(a) Approval needed

Members can make a written request to the board of directors to approve someone as a long-term guest. The request must be signed by all co-op members in the household. The proposed guest must sign the request and a consent to a credit check. The member and the proposed guest must provide any other information requested by the co-op.

(b) Length of time

The board of directors can approve a long-term guest for a fixed period or for a maximum period or for an indefinite period. This must be stated in the board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Cancelling long-term guest status) does not apply.

(c) Long-term guest agreement

All members in the household and their guests must sign and comply with a long-term guest agreement, such as Schedule B attached to this By-law. If one of the longterm guests is a child, a responsible adult must sign an agreement relating to the child.

(d) Cancelling long-term guest status

The board of directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen). The board must give at least ten days written notice to the members in the household and the guest of any meeting where it will be decided. The members in the household can be present and make submissions with or without a representative. The board must give at least five days written notice of its decision to the members in the household and to the guest. The board's decision will be final and cannot be appealed to the membership. Only one notice of a meeting or a decision needs to be given for all members and others in a unit.

(e) Housing charge subsidy calculation

The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements and the co-op's Housing Charge Subsidy By-law, if it has one.

8.5 Casual Guests

Members can have only a reasonable number of casual guests.

A casual guest may not stay at the co-op for more than three months in any year. Persons will be considered as staying at the co-op even if they are away from the co-op for short periods. If members wish someone to stay longer, they must ask the board of directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).

8.6 Sub-Occupancy and Absence from Unit

(a) Sub Occupancy

Members cannot allow someone to occupy their unit as a sub-occupant.

(b) Temporary absence from co-op

If a member wants to leave the co-op temporarily, the member must comply with the provisions stated in section 6.2 (Principal Residence) and subject to any applicable government requirements.

8.7 Evicted Persons

If someone has been evicted from the co-op or has left after a Notice to Appear was issued or in a situation of domestic violence or owing money to the co-op, a member cannot permit that person to be a casual or long-term guest without advance written approval from the board of directors. The co-op may treat that person as a trespasser and may remove him or her from co-op property. The member who permits that person on the co-op's property will be considered in default under this By-law.

Article 9: How Members Withdraw from the Co-op

9.1 Membership and Occupancy are Linked

Members cannot withdraw from membership without ending their occupancy rights. Members cannot end their occupancy rights without withdrawing from membership. A notice to end occupancy is also a notice to withdraw from membership and a notice to withdraw from membership is also a notice to end occupancy rights.

9.2 Ending Membership and Occupancy

This section applies when all members in a household wish to end membership and occupancy rights. The procedure is based on the requirements of the *Co-operative Corporations Act*.

(a) Last day of a month

Each member must give advance written notice of termination to the co-op. The notice must state a termination date. The termination date must be the last day of a month. Membership and occupancy rights end on the termination date stated in the notice.

(b) 60 days' notice

The amount of notice given must be at least 60 days. There is an exception if the termination date is the last day of February or March.

(c) February and March

If the termination date is the last day of February, the notice can be given on or before January 1 of that year.

If the termination date is the last day of March, the notice can be given on or before February 1 of that year.

(d) Not enough notice

If a member gives less than the required notice of termination, the termination will still be effective. The termination date will be 60 days after the notice is given. If that is not the last day of a month, the termination date will be the last day of that month.

(e) No withdrawal of notice without consent

Members cannot withdraw a notice of termination without the written consent of the board of directors. The board can refuse to allow members to withdraw a notice of

termination. The board's refusal will be final and cannot be appealed to the membership.

(f) **Vacating early**

If all persons in the household vacate the unit earlier than the termination date, the co-op can take possession of the unit and the members and other persons in the household are not entitled to move back in. Membership and occupancy rights end on the day the co-op takes possession. The members will owe housing charges that become due until the original termination date.

(g) **If members do not vacate**

If all persons in the household do not vacate the unit on the termination date or earlier, the co-op can take legal action for an eviction order. The procedures in Articles 11 to 15 relating to eviction do not apply.

9.3 Part of Household Ends Membership and Occupancy

This section applies if a member stops occupying a unit as a principal residence, but one or more co-op members continues to occupy the unit. This could happen following domestic violence (see section 7.4 (Domestic Violence)) or because a member moved out for any other reason.

(a) **Notice procedure**

The member who is leaving should follow the procedure in section 10.2 (Ending Membership and Occupancy), as applicable.

(b) **When procedure not followed**

If the procedure in section 10.2 is not followed by the member who is leaving, that person's membership and occupancy rights end on the first day that person no longer occupies the unit as a principal residence.

(c) **Notice by remaining household**

The members who continue to occupy the unit must notify the co-op in writing within ten days after one of the members stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

(d) **Housing charge subsidy**

Government requirements or the co-op's Housing Charge Subsidy By-law, if it has one, may state what happens when one person no longer occupies the unit. Unless they state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to emergency housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements.

9.4 Death of a Member

(a) Membership and occupancy rights end

If a member dies, that person's membership and occupancy rights end on the date of death.

(b) If no other members occupy the unit

If no other members occupy the unit, the member's estate will be responsible for housing charges for the month in which the member died and the following month. The estate must remove all of the member's possessions by the end of that time. The estate and the co-op can agree to an earlier date to end housing charges and to remove possessions. If possessions are not removed by the time required under this paragraph, the co-op can remove and dispose of them without liability to anyone.

(c) If other members occupy the unit

If other members occupy the unit at the date of death, they must give the co-op written notice of the death within one week.

(d) Approved long-term guests

A long-term guest can apply for membership under this paragraph if

- the guest occupied the unit at the time of the member's death
- the occupancy by the guest was approved by the board of directors, and
- no other member occupied the unit at the time of the member's death.

A guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The guest will not receive the member's housing charge subsidy, but might be able to apply under government requirements or the co-op's Housing Charge Subsidy By-law, if it has one. If a guest does not apply for membership or the application is rejected, the board can evict the guest without using the procedures in Articles 11 to 15 relating to eviction.

9.5 Vacant or Abandoned Unit

If a unit is vacant or abandoned, the co-op can take possession or the board of directors can decide to take legal action. The procedures in Articles 11 to 15 relating to eviction do not apply. Membership and occupancy rights end on the day that the co-op takes possession.

Article 10: Dealing with Arrears and Late Payment

10.1 Eviction for Arrears or Persistent Late Payment

The board of directors can evict a member if the member owes housing charges to the co-op or is persistently late in payment of housing charges.

10.2 Non-Payment and Late Payment

(a) Procedures

This section states procedures to ensure that member arrears are dealt with quickly and fairly. The board of directors can change these procedures if it decides that other procedures would be better. A Notice to Appear for arrears can be issued without following the procedures in this section.

(b) Late payment letter

The manager will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by noon on the housing charge payment day. The letter will normally be sent before the end of the housing charge payment day. Only one letter needs to be sent for all members and others in a unit.

(c) Notice to Appear

The manager will give a Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement. The notice will normally be sent before the end of the fifth business day of the month.

(d) Persistent late payment

Late payment includes

- failure to pay the full amount owing, and
- a failed payment as described in section 10.3(a) (Failed Payment).

Late payment of housing charges three times in any year will be considered persistent late payment. The manager will give a Notice to Appear to each member who is late paying for the third time in any year. If the member is in arrears, a single Notice to Appear can be given for both the arrears and the late payment.

10.3 Replacement Payment

(a) Failed Payment

A "failed payment" includes:

- a cheque is returned to the co-op by the bank or financial institution
- payment is not made to the co-op under a pre-authorized debit plan, pre-authorized payment plan or other pre-authorized plan.

In case of a cheque this could happen because the cheque is marked NSF (not sufficient funds), Stop Payment, Account Closed or for any reasons. The same reasons and other reasons could apply in the case of a pre-authorized plan. The reason does not matter if the funds are not paid or credited to the co-op.

(b) Replacement payment required

A member must replace a failed payment within two business days of being notified by the co-op (not counting weekends or public holidays). Only one notice needs to be given for all members and others in a unit. A failed payment must be replaced by a certified cheque or money order or the payment must be made by debit card, if available at the co-op.

(c) Notice to Appear

If the member does not replace the failed payment within two days of being notified, the manager will give a Notice to Appear to the member.

(d) Future payments

If the members in a household have two failed payments within a year, then for the next year the members must pay housing charges by certified cheque, money order or debit card, if available at the co-op. The co-op will not accept payment in any other form.

10.4 Late Payment and Failed Payment

(a) Late payment charges

A member that does not pay the full housing charges by noon on the housing charge payment day in any month and has not arranged an arrears payment agreement will be charged a late payment charge of \$50.00 per household. This amount may be increased by the members at a general meeting.

(b) Failed payment charges

A member will pay the amount charged to the co-op by its bank or credit union for a returned cheque or other failed payment, plus an administration charge of \$50.00 per household. This is in addition to the late payment charge, if applicable. The administration charge may be increased by the members at a general meeting.

(c) Charges are arrears

Members who do not pay their late payment charges, failed payment charges and administration charges (as well as other amounts owing to the co-op) will be considered in arrears.

(d) Crediting payments

Money received from members will be credited first to amounts owing to the co-op other than regular monthly housing charges and then to regular monthly housing charges. It does not matter what is stated on any cheque, covering letter or other communication. The only exception is if an arrears payment agreement says something else.

10.5 Directors in Arrears

(a) Directors' arrears policy

If directors are in arrears, it:

- undermines the co-op's governance
- weakens the co-op's financial management
- sends the wrong message to members of the co-op and to government.

(b) No director arrears

A director must not owe any money to the co-op other than future payments for a member deposit. A director must have a signed payment agreement for these payments.

(c) Procedure for director arrears

If a director is in arrears, the manager will follow the steps in section 11.2 (Non-Payment and Late Payment). The manager will also report to the board of directors on the director's arrears at the next board meeting if the arrears are not paid in full by that time. If still in arrears, the director will automatically cease to be a member of the board at the beginning of the meeting.

If there is any dispute about whether there are arrears, the director must state it in writing and deliver it to the manager before the next board meeting. In that case the director will still be on the board at the beginning of the meeting and can explain the dispute. The board will decide the dispute. The board decision is final. If the board decides the director is in arrears, then the director will automatically cease to be member of the board as soon as the decision is made. If the board does not make a

decision, the director will automatically cease to be a member of the board at the end of the meeting.

(d) Arrears payment agreements

Directors can sign arrears payment agreements like other members, but they will cease to be directors when they sign an arrears payment agreement. This does not apply to member deposit payment agreements.

10.6 Notice to Appear for Arrears or Persistent Late Payment

(a) Issuing Notice to Appear

A Notice to Appear for arrears or Persistent Late Payment (or both) must contain the information in Schedule D attached to this By-law. It must be given at least ten days before the board of directors' meeting where it will be considered.

(b) Termination date

The proposed termination date in the Notice to Appear will be ten days after the board of directors' meeting or later.

Article 11: Dealing with Problems

11.1 Eviction

The board of directors can evict a member if the member has broken the by-laws in a way the board considers serious or someone the member is responsible for under the by-laws has done so.

This includes repeated breaches of the by-laws that the board considers serious even if the situation was corrected after notice was given.

11.2 Notice to Appear

(a) When Notice to Appear required

A Notice to Appear must be given to a member before the board of directors can decide to evict the member. It must be given at least ten days before the board meeting where it will be considered.

(b) Information in Notice to Appear

A Notice to Appear under this Article must contain the information in Schedule E attached to this By-law.

(c) Additional information

When a Notice to Appear is given to a member, it should include copies of any written materials that the board of directors may consider at the meeting. Examples would be a report from the manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted if reprisals are a possibility or for other good reasons. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the co-op and the member do not have to be included.

(d) Termination date in Notice to Appear

The proposed termination date in the Notice to Appear will be ten days after the board of directors meeting or later.

11.3 Deciding to Give a Notice to Appear

(a) No prejudgment

The board of directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudge the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

(b) Other by-laws may apply

When a complaint is received by the board of directors or staff, or when the board or staff becomes aware of any problem, it may be dealt with under other by-laws, such as a Human Rights By-law or a Member Relations By-law, if the co-op has those by-laws. In addition, the board or the manager can decide to issue a Notice to Appear instead of following the procedures in other by-laws that could be applicable.

11.4 Co-op Limits

(a) Factors to consider

There may be problem situations where the co-op should not take action even if there has been a breach of this By-law or other co-op by-laws. The board of directors has to consider things like:

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

(b) No co-op liability

The co-op has no liability to anyone for prohibited conduct or other misbehaviour by a member or anyone else, even if the prohibited conduct or misbehaviour is a breach of this By-law or other co-op by-laws. The co-op has no obligation to issue a Notice to Appear or a No Trespass Notice in any specific case or to take any steps towards eviction. An exception is that the co-op could have liability if the person is acting officially on behalf of the co-op.

Article 12: Eviction Procedures

12.1 Board Meeting on Notice to Appear

(a) Member and representative can attend meeting

When a Notice to Appear has been given, the member can appear at the board of directors meeting and can have a lawyer or other representative. The member and a representative can speak at the meeting. They can also deliver written statements at the meeting or before the meeting. They can take notes but cannot record the meeting, whether by tape or any other device. The board sets the procedure for the meeting. The board can limit the number of people brought by the member.

(b) Continuing meeting

If the board of directors decides to continue the meeting on another date, no new Notice to Appear is required if the time and place to continue the meeting is announced at the original meeting.

(c) Making decision

The board of directors makes an eviction decision by passing a resolution to evict a member. A quorum of the board must be present and there must be a majority vote. The board decision should state the grounds of eviction on which the decision is based and the termination date. The board can make its decision using Schedule F or Schedule G attached to this By-law. The minutes do not have to state who made or seconded the motion to pass the resolution or how each director voted.

(d) Date of termination

The decision can state a termination date that is later than the proposed date in the Notice to Appear.

(e) Notice of decision

Written notice of a decision to evict must be given to the member within ten days after the board of directors meeting. Schedule H or Schedule I attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

Article 13: Alternatives to Eviction

13.1 Alternatives

The board of directors can take steps to deal with issues without eviction. These could happen after a Notice to Appear was issued or without a Notice to Appear. Some examples are:

- mediation, which could be paid for by the co-op
- limiting access by a member or another person to the co-op staff or office or other parts of co-op property or requiring different ways of access
- limiting or prohibiting access by non-residents to co-op property
- limiting contact between certain households or household members
- sending a warning letter
- signing an arrears payment agreement
- signing a performance agreement
- having a conditional eviction decision.

13.2 Conditional Eviction Decisions

When a Notice to Appear is considered by the board of directors, the board can decide to evict a member, but also decide that the eviction will not go ahead if the member meets conditions stated in the decision, such as that the member does something or stops doing something as stated in the decision.

13.3 Performance Agreements

The board of directors can decide to sign a performance agreement in different situations. Examples include:

- A condition under section 14.2 (Conditional Eviction Decisions) could be that the member sign and comply with a performance agreement (including an arrears payment agreement).
- The board could decide not to pass an eviction decision if a performance agreement is signed.
- The board could decide to sign a performance agreement instead of issuing or considering a Notice to Appear.

Sample performance agreements are in Schedules J and K of this By-law.

13.4 Information to Others

(a) Limited information

The board of directors must limit information about a performance agreement or conditional eviction decision that it gives to a member who complained and to others.

(b) What can be disclosed

A performance agreement can state what information can be given to other people. If it does not state this, the board of directors can decide to disclose that there is a performance agreement but not personal information that led to the agreement. The board may be able to disclose some of the details of the agreement that do not involve sensitive information.

(c) Example

For example, someone who complained can be told that there is a performance agreement that includes not playing the radio after 10.00 p.m., but not about other parts of the agreement that relate to medical treatment of the member involved.

13.5 Non-Performance by Member

(a) If member breaks conditions in eviction decision

If a member does not perform the conditions stated in a conditional eviction decision, the co-op can go ahead with the eviction. The board of directors can decide to go ahead or the manager can be authorized to do so. The decision will be final and cannot be appealed to the membership. The member will be given at least ten days' notice of the decision. The notice must state the termination date and details of the breach of the conditions. The member's membership and occupancy rights end at the end of the notice period.

(b) If member breaks performance agreement

If a member does not comply with a performance agreement required by a conditional eviction decision, paragraph (a) applies. If the performance agreement was not required by a conditional eviction decision, the board of directors must issue a Notice to Appear if it wishes to consider eviction.

13.6 Authorization of Performance Agreements

All performance agreements must be authorized by the board of directors except as stated in section 11.6 (Arrears Payment Agreements). The board can authorize the manager or someone else to decide on a performance agreement and/or to approve the actual wording of a performance agreement.

Article 14: Appeals to Membership

14.1 No Appeal

Members cannot appeal a board of directors' eviction decision to the Membership. If a member does not agree with the decision, the member can wait until the co-op takes the case to the Landlord and Tenant Board or to court and state their case at that time.

Article 15: Legal Action

15.1 Enforcing Eviction Decisions

Unless the board of directors decides something else, the co-op manager is authorized to start legal action as a result of decisions under previous sections. The board can limit the manager's authority, either generally or in specific cases. The board can designate a director or someone else to work with the manager. The board can choose another person instead of the manager, either generally or in specific cases.

Unless the board decides something else, the manager or the other person is authorized to:

- give all necessary directions to the co-op's lawyers and paralegals
- act as agent for the co-op on court actions and at the Landlord and Tenant Board
- make a settlement or other agreement, and
- refer any matter back to the board if necessary.

15.2 Membership Rights on Eviction

(a) When membership ends

Membership ends on the termination date in an eviction decision, or in case of a conditional eviction or performance agreement, at the end of the notice period for a notice under section 14.5 (Non-Performance by Member). This applies even though the former member can continue to occupy the unit until the co-op gets an eviction order. Since the occupant is no longer a member, the occupant cannot attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was on the board or was an officer, the position is automatically vacated on the day that membership ends.

(b) When membership restored

The *Co-operative Corporations Act* and the *Residential Tenancies Act* state when someone's membership and occupancy rights are considered not to be terminated. This could be because the member paid arrears by a certain time or for other reasons. When this happens, the occupant's membership is restored. The occupant can attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They would have to be re-elected to the board or appointed to fill a vacancy.

(c) Co-op actions while occupants were not members

Any votes or actions taken by the co-op during the time when the occupant was not a member will be valid and binding.

(d) When new Notice to Appear not needed

No new Notice to Appear or eviction decision is needed in the case of:

- repeat breaches within six months referred to in subsection 94.2(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights)
- breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in subsection 94.11(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights).

The board of directors can decide to go ahead with the eviction or the manager can be authorized to do so. The member will be given notice as required under the *Residential Tenancies Act*.

15.3 Interest

Members owe interest on all arrears and other amounts owing to the co-op at the rate of six percent above the prime rate of any credit union or bank designated by the board of directors. The co-op may include this interest when bringing legal action against a member or former member, but will not normally claim interest at other times.

15.4 Rights Not Cancelled

The only way the co-op can cancel or waive any rights is under an arrears payment agreement or other performance agreement or settlement agreement authorized under this By-law and signed by the co-op. The co-op does not waive any Notice to Appear, eviction decision or other rights by:

- accepting arrears or compensation
- sending reminder or other letters even if incorrectly addressed “Dear Member” or similar
- recalculating housing charge subsidy
- making any error on a member ledger or other document
- accepting a cheque or other item marked “Payment in Full” or anything similar
- doing anything else except as stated at the beginning of this section.

15.5 Co-op Costs

The co-op has the right to recover full indemnity costs (the actual legal fees and costs) of any legal action that the co-op takes to recover money owed to it or enforce its rights under the by-laws.

Article 16: Miscellaneous

16.1 Personal Information to Membership

(a) When members raise things about themselves

If a member raises something at a members' meeting involving the member's personal information, the board can disclose other relevant personal information about that member.

(b) When members raise things about someone else

A member cannot raise something at a members' meeting involving personal information about another person, unless the other person has given written approval. The member must show the written approval to the chair of the meeting. It may be examined by any member. If the written approval is given, the chair can allow members to discuss that personal information and the board and staff can disclose other relevant personal information about the person. If that person does not give approval, the discussion is out of order.

16.2 Legal Actions against Co-op

If anyone sues the co-op or takes other legal action against the co-op, such as a complaint to the Ontario Human Rights Tribunal, the board of directors should report the matter to the members in writing or orally at a members' meeting. This applies whether the lawsuit or legal action is started by a co-op member or anyone else. The report can include relevant detail, including personal information of the person who started the action, if relevant. The board does not have to report the matter to the members if it does not believe it would be in the best interests of the co-op to do so. The board would normally get legal advice about any disclosure or decision not to disclose.

16.3 External Complaints

If a member makes a complaint about the co-op to anyone outside the co-op, or sends anyone outside the co-op a copy of an internal complaint, the board of directors is entitled to respond to that complaint to the same persons or organizations. This includes complaints by e-mail, orally or on social media. In responding the board can disclose relevant personal information about the member and the member's household. Examples include complaints sent to bodies like the Agency for Co-operative Housing, Canada Mortgage and Housing Corporation, a service manager, a government official, a newspaper, the Co-operative Housing Federation of Canada or a local co-op housing federation.

16.4 Co-op Employees

(a) Not members

A permanent employee of the co-op cannot be a member of the co-op or live in the household of a member.

(b) Exceptions

Paragraph (a) does not apply to members and members of their households:

- who are temporarily employed by the co-op if the total employment for all members of the household is not more than two weeks in a year
- who are on-call committee members if the total on-call payment for all members of the household is for not more than one day a week of on-call on average, or
- who are employed by a property management company or another contractor of the co-op if the total employment at the co-op for all members of the household is not more than two days a week on average.

(c) Serving on board of directors

Members in the first two exceptions can be on the board of directors, but they have to watch out for conflicts of interest and follow the by-laws, if there is a conflict. Members in the third exception cannot be on the board.

(d) Live-in staff

If the board of directors decides that the duties of an employee or the employee of a contractor make it necessary to live in the co-op, the employee and the employee's household will be tenants of the co-op, not members. The board must make sure that there is a written agreement stating that the tenancy ends when the employment or contract ends or as soon after that as legally required. The board must pass a motion before the employment starts designating the employee's unit as a non-member unit.

16.5 Non-Member Units

This By-law applies only to member units. The co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Leases, agreements or government requirements govern the co-op's relations with them.

16.6 Non-Members in a Member Unit

Parts of this By-law apply to non-members living in a member unit. In dealing with non-members who are occupying a member unit, the board of directors may take any action permitted by law.

16.7 Proof

(a) When required

When investigating compliance with the co-op's by-laws or government requirements, the co-op can ask a member to prove:

- that the member's unit is the member's principal residence
- that the member is not profiting from any arrangement with guests or sub-occupants
- the member's household composition
- the member's household income if the member receives housing charge subsidy
- other things to show compliance with government requirements, this By-law and other co-op by-laws, as applicable.

(b) Member response

If asked, members must give complete proof and details about the things stated in paragraph (a). This request can include originals or copies of any documents and sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. If a member fails to provide proof, the co-op can conclude that this is evidence that the member is not complying with government requirements, this By-law or other co-op by-laws, as applicable.

16.8 Serving Eviction Documents

(a) Ways to serve documents

Notices and other documents relating to an eviction are considered served on a member if given in any of the following ways:

Windfield Co-operative Homes Inc.

- handing it to the member
 - handing it to an apparently adult person in the unit
 - leaving it in the mail box where mail is ordinarily delivered to the member
 - if there is no mail box, sliding it under the door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered to the member
 - mailing it to the last known address where the member lives or works.
- (b) **More than one member**
- A separate notice or other document relating to an eviction must be given to each member involved and to any member who has left the unit, but is still involved.
- (c) **When mailed**
- Notices and documents that are mailed to a member are considered delivered or served on the fifth day after the day of mailing.
- (d) **Electronic mail**
- Notices and documents under Article 3 (Members' Contributions) and Article 4 (Setting Housing Charges) can be given by electronic mail to members who have signed a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents sent by e-mail are considered delivered at the time of sending. Members can change their e-mail address by notice to the co-op. Members can also cancel their consent to receive e-mail notices. A separate consent form does not have to be signed if the members have signed a consent form under the Organizational By-law.
- (e) **Single notice**
- Only one notice or one copy of a document under Article 3 (Members' Contributions) or Article 4 (Setting Housing Charges) needs to be given for each unit.

16.9 Signing Schedules for Co-op

The Schedules to this By-law (including any Appendixes) can be signed on behalf of the co-op by the manager or another staff member, any director or anyone authorized by the board of directors.

16.10 Minor Errors, Omissions or Irregularities

A minor error, omission or irregularity will not affect any decision made by the board of directors and/or members as stated in the *Co-operative Corporations Act*.

16.11 Starting Date for this By-law

This By-law will go into effect on the date when it is confirmed by the membership.

Schedules and Attachments

Schedule A: Occupancy Agreement

Windfield Co-operative Homes Inc.

Names of members: _____

Unit address: _____

Date of occupancy: _____

Membership terms:

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the board of directors and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws have priority.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-op's by-laws. You are entitled to ask any questions and to have them answered.

The attached Appendixes are part of this agreement. Any updated Appendixes will be part of this Agreement.

Signatures:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Date: _____

Name of member:

Date: _____

Name of member:

Appendix A: Member Charges

Windfield Co-operative Homes Inc.

Unit address: _____

Date of the charges in this form: _____

Full monthly housing charges	\$ _____
LESS housing charge subsidy (if any)	\$ _____
Monthly housing charges	\$ _____
Monthly parking charges (if applicable)	\$ _____
Monthly Cable TV charges (if applicable)	\$ _____
Sector support charges	\$ _____
Your total monthly housing charges are:	\$ _____
Your member deposit is:	\$ _____

Note: The figures stated in this Appendix may change as stated in the co-op by-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges as permitted under the co-op by-laws and government requirements.

Signatures:

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of non-member occupant: _____

Date: _____
Name of non-member occupant: _____

To be signed by all members and any non-member occupants 16 years old or older

Appendix B: Household Members

Windfield Co-operative Homes Inc.

Unit address: _____

Date of this form: _____

List the names of each member in the unit.

List the names of each non-member 16 years old or older in the unit.

List the names of each non-member less than 16 years old in the unit.

I agree to give prompt written notice of any change in the size of my household or the persons who make up the household. This includes any long-term guests.

I understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with Article 8 (Members' Household and Guests) of the Occupancy By-law and any other applicable rules.

If I receive housing charge subsidy, this includes anyone whose income has to be considered in setting the amount of housing charge subsidy.

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

Date: _____ *Name of non-member occupant:* _____

Date: _____ *Name of non-member occupant:* _____

To be signed by all members and any non-member occupants 16 years old or older

Appendix C: Housing Charge Subsidy Terms

Names of members: _____

Unit address: _____

Names of any non-member occupants 16 years old or older:

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. The co-op members decide on the housing charges as stated in the Occupancy By-law. The co-op will reduce the household’s housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the co-op’s Housing Charge Subsidy By-law, if it has one, or other co-op by-laws or a combination of these.

Giving information:

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to housing charge subsidy and must ensure that that information is accurate and complete at all times.
7. Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.
8. The household must report the following changes to the co-op within ten days after they happen:
 - any change in any relevant document previously provided
 - any change in income
 - any change in assets
 - any change in the source of income for any member of the household
 - any change in household composition
 - any change in immigration status if that is a government requirement.
9. The co-op will investigate the household's financial situation when it decides on the amount of housing charge subsidy and may do so at other times. All members of the household must give the co-op any information it requests for this investigation. This includes household income, household composition and any other relevant information. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
 - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Ending subsidy:

10. Housing charge subsidy ends when the household has not occupied a unit in the co-op for more than six weeks. This period of time will be changed to meet any applicable government requirements. This applies whether or not the absence is permitted under co-op by-laws.
11. Housing charge subsidy can be ended if any member of the household does not give any information or proof that the co-op asks for. Housing charge subsidy ends if a member or anyone in the household breaks any term of the Housing Charge Subsidy By-law, if the co-op has one, or government requirements, or this Appendix or any other rules that apply.
12. Households that are overhoused must follow the applicable rules in the co-op by-laws and government requirements. Overhousing will be determined according to occupancy standards under co-op by-laws or government requirements.
13. If the household ever receives more subsidy than it should have because of a breach of co-op by-laws or government requirements or this Appendix or for other reasons, each household member must pay back the excess.

Each of the undersigned agrees that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member's household must sign a separate authorization for a credit check if requested by the co-op.

Each of the undersigned agrees that personal information that the co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of non-member occupant: _____

Date: _____
Name of non-member occupant: _____

Appendix D: Special Needs Unit Terms

Windfield Co-operative Homes Inc.

Names of members: _____

Unit address: _____

Names of any non-member occupants 16 years old or older:

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that occupy a special needs unit. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households that occupy a special needs unit are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. No one may occupy the Unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the co-op under its by-laws.

Updating information:

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to occupying a special needs unit and must ensure that that information is accurate and complete at all times.
7. Periodically the household will have to update the record of all persons in the household. The household will have to give proof of continuing eligibility for special needs housing.
8. The household must report the following changes to the co-op within ten days after they happen:
 - any change in any relevant document previously provided
 - any change in household composition
 - any change that would affect continuing eligibility for special needs housing.
9. All members of the household must give any information that the co-op requests for any investigation of continuing eligibility for special needs housing. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
 - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Losing eligibility:

10. Households can lose their eligibility for special needs housing if they break any of the rules that apply – whether or not the rules are stated in this document.
11. Households can also lose their eligibility for special needs housing without breaking any rules. This can happen for reasons like:
 - The household lives in a special needs-modified unit and no longer has any members that require accessibility modifications.
 - The household lives in a special needs-support services unit and no longer has any members who require the support services.

Each of the undersigned agree that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member's household must sign a separate authorization for a credit check if requested by the co-op.

Each of the undersigned agrees that personal information that the co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of non-member occupant: _____

Date: _____
Name of non-member occupant: _____

Schedule B: Long-term Guest Agreement

Windfield Co-operative Homes Inc.

All members and the long-term guest must sign.

Names of members: _____

Names of long-term guests: _____

Unit address: _____

Start Date: _____

Latest End Date: _____

Terms of agreement:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the Latest End Date, the long-term guest agrees to leave the member's unit on or before the Latest End Date. The long-term guest must have written permission from the co-op and the member to stay longer.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give him or her a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest acknowledges that the co-op can cancel long-term guest status or change the terms of long-term guest status at any time (even if before the Latest End Date). The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.

7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*.
8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges as defined in the co-op by-laws. Any other payment is against the law.
9. The member and the long-term guest agree to fully and truthfully disclose to the co-op all financial arrangements between them to show that they are complying with paragraph 8 of this agreement.
10. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Signatures:

Date: _____
_____ *Print name of member:*

Date: _____
_____ *Print name of member:*

Date: _____
_____ *Print name of member:*

Date: _____
_____ *Print name of long-term guest:*

Date: _____
_____ *Print name of long-term guest:*

_____ Windfield Co-operative Homes Inc.
Date: _____ By: _____
_____ *Print name:*
_____ *Title:*

Schedule C: Sub-Occupancy Agreement

Members cannot allow someone to occupy their unit as a sub-occupant.

Schedule D: Notice to Appear for Arrears or Persistent Late Payment
Windfield Co-operative Homes Inc.

To members: _____

Address of member unit: _____

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The board of directors is going to consider whether you have broken section 10.1 (Eviction for Arrears or Persistent Late Payment) of the Occupancy By-law, and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You do not have to vacate the unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of termination: (*Delete (a) or (b) if not applicable*)

(a) **Housing charges owing:** \$ _____ as of _____

(b) **Persistent late payment**

Attachments: Copy of Member Ledger as of _____

Other _____

Signature:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Schedule E: Notice to Appear

Windfield Co-operative Homes Inc.

To members: _____

Address of member unit: _____

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The board of directors is going to consider whether you have broken the Co-operative's by-laws and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You do not have to vacate your unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006* if it applies, or else by obtaining a writ of possession from the court.

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of termination:

(a) **By-laws and parts of by-laws:** _____

(b) **Summary of facts:** _____

Attachments: *(See section 12.2(c) (Notice to Appear Additional Information) of the Occupancy By-law about what should be included. List the Attachments here.)*

Signature:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Schedule F: Board of Directors' Eviction Decision for Arrears or Persistent Late Payment

Windfield Co-operative Homes Inc.

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because: ***(Delete (a) or (b) if not applicable)***

- (a) the member owed housing charges to the co-op on the date of the meeting.
- (b) the member has been persistently late in paying housing charges.

This is grounds for eviction under section 10.1 (Eviction) of the Occupancy By-law.

Additional decision, if any:

Date of board meeting: _____

A member attended the board meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer ____ Paralegal ____ Other _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

This document is a resolution of the board of directors duly passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Schedule G: Board of Directors' Eviction Decision

Windfield Co-operative Homes Inc.

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this Decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because the member broke the Co-operative's by-laws and eviction is appropriate.

Additional decision, if any:

Date of board meeting: _____

A member attended the board meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Termination date: _____

Grounds of termination: *(Insert grounds from Notice to Appear as decided by board)*

(a) **By-laws and parts of by-laws broken:** _____

(b) **Summary of facts:** _____

This document is a resolution of the board of directors passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Schedule H: Notice of Eviction Decision for Arrears or Persistent Late Payment

Windfield Co-operative Homes Inc.

To members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your membership and occupancy rights on the date stated in this Notice.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

Additional decision, if any:

Date of board meeting: _____

Housing charges owing at time of board meeting (if applicable):

\$ _____ as of _____

Termination date: _____

Signature:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Schedule I: Notice of Eviction Decision

Windfield Co-operative Homes Inc.

To members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your membership and occupancy rights on the date stated in this Notice.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*, if it applies, or else by obtaining a writ of possession from the court.

Additional decision, if any:

Date of board meeting: _____

Termination date: _____

Grounds of termination: *(Insert grounds from board decision)*

(a) **By-laws and parts of by-laws broken:** _____

(b) **Summary of facts:** _____

Signature:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Schedule K: Performance Agreement

Windfield Co-operative Homes Inc.

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Agreement refers to each member.

Date of board meeting: _____

Date of this Agreement: _____

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

The member

- admits that the following is true: _____

_____.
- agrees to: _____

_____.
- authorizes the co-op to give information about this agreement to others as follows:

_____.

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

>>> (Choose **ONE** of the following three paragraphs, as applicable. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

>>> (OR)

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Windfield Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Title:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Attachment A: Summary of Time Requirements and Examples

In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Housing charge payment day

3.3(a) Housing charges are due before noon on the housing charge payment day.

Example: Co-op has open office hours five days a week. Housing charge payment day is first business day.

September 1 is a Sunday.

Monday, September 2 is a public holiday—Labour Day.

Housing charges are due on Tuesday, September 3—the first business day in September.

Budget

4.3 Must be delivered at least five days before the budget meeting.

Example: Budget meeting is June 16.

Last day to deliver a copy of the budget is June 11.

Changed housing charges

4.4 Begin on the first day of the third month after the members decide on the change.

Example: Budget meeting is June 16 and members approve a change.

July is the first month after the decision.

August is the second month after the decision.

Therefore, housing charge change takes effect on September 1. Changed housing charges apply for September.

Notice of entry

5.2(b) 48 hours notice is required. A time range can be given (5.2(d)).

Example: Plumber to arrive at 8:00 a.m. on Monday, June 16 to work on several units; will be there for a week.

Notice must be given by 8:00 a.m. on Saturday, June 14. Notice can cover the whole week to June 20.

Showing unit

5.2(c) 24 hours notice is required. A time range can be given.

Example: Member has withdrawn from co-op effective June 30.

Potential new member to look at the unit at 7:00 p.m. June 16.

Notice must be given by 7:00 p.m. on June 15.

Year

8.5 Casual guest can't stay at the co-op more than 3 months in a year without approval as a long-term guest.

Example: Member wants guest to stay November and December and January and February in the following calendar year.

In the By-law "Year" means a consecutive twelve-month period, not a calendar year. (See Special Meanings, section 1.6(k)).

Therefore, guest cannot without board approval.

Change in household size

9.5 Notice must be given by member to co-op within 10 days.

Example: Child gets married on May 14 and leaves home permanently.

Last day for notice to co-op is May 24, 2014.

Withdrawing from co-op

10.2 (b) At least 60 days' written notice required ending on last day of month.

Example: Member wants to withdraw from co-op effective June 30.

Notice must be delivered to co-op office on or before May 1.

— 30 days in May (not counting May 1).

— 30 days in June (counting June 30).

— Total 60

Example: Member wants to withdraw from co-op effective August 31.

Notice must be delivered to co-op office on or before July 2.

— 29 days in July (not counting July 2).

— 31 days in August (counting August 31).

— Total 60

9.2 (c) Special counting rules for February and March.

Example: Member wants to withdraw from co-op effective February 28 (or 29th in a leap year).
Notice must be delivered to co-op office on or before January 1.

Example: Member wants to withdraw from co-op effective March 31.
Notice must be delivered to co-op office on or before February 1.

Death of a member

9.4 (b) Unit rights and responsibilities end at the end of the month after the month of death.

Example: Member dies on March 15.
Month after March is April.
Rights and responsibilities end on April 30.

Notice to Appear for arrears

10.2(c) Notice to Appear to be given by manager on the fifth business day the housing charge payment day.

Example: Co-op office is open Tuesdays and Thursdays and housing charge payment day is first day that the office is open in each month.
May 1 is a Friday.
Housing charges are due on Tuesday May 5.
Seventh day after housing charge payment day is May 12, 2015.

Delivery of Notice to Appear to member

10.7(a) or 11.2(a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16.
Last day to give notice to member is June 6.

Proposed termination date in Notice to Appear

10.7(b) or 11.2(d) 10 days after board meeting.

Example: Board meeting is Monday, June 16.
Day to put in notice is Thursday, June 26.

Delivery of notice of board eviction decision to member.

12.1(e) Within 10 days after board meeting.

Example: Board meeting is Monday, June 16.

Last day to deliver to member is Thursday, June 26.

Member breaks performance agreement or condition in eviction decision.

13.5(a) and (b) Member must be given at least 10 days' notice of decision to proceed with the eviction.

Example: Member misses payment due on June 16.

Notice is given to member on Tuesday, June 17.

First day to take legal action or other steps is Friday, June 27.

