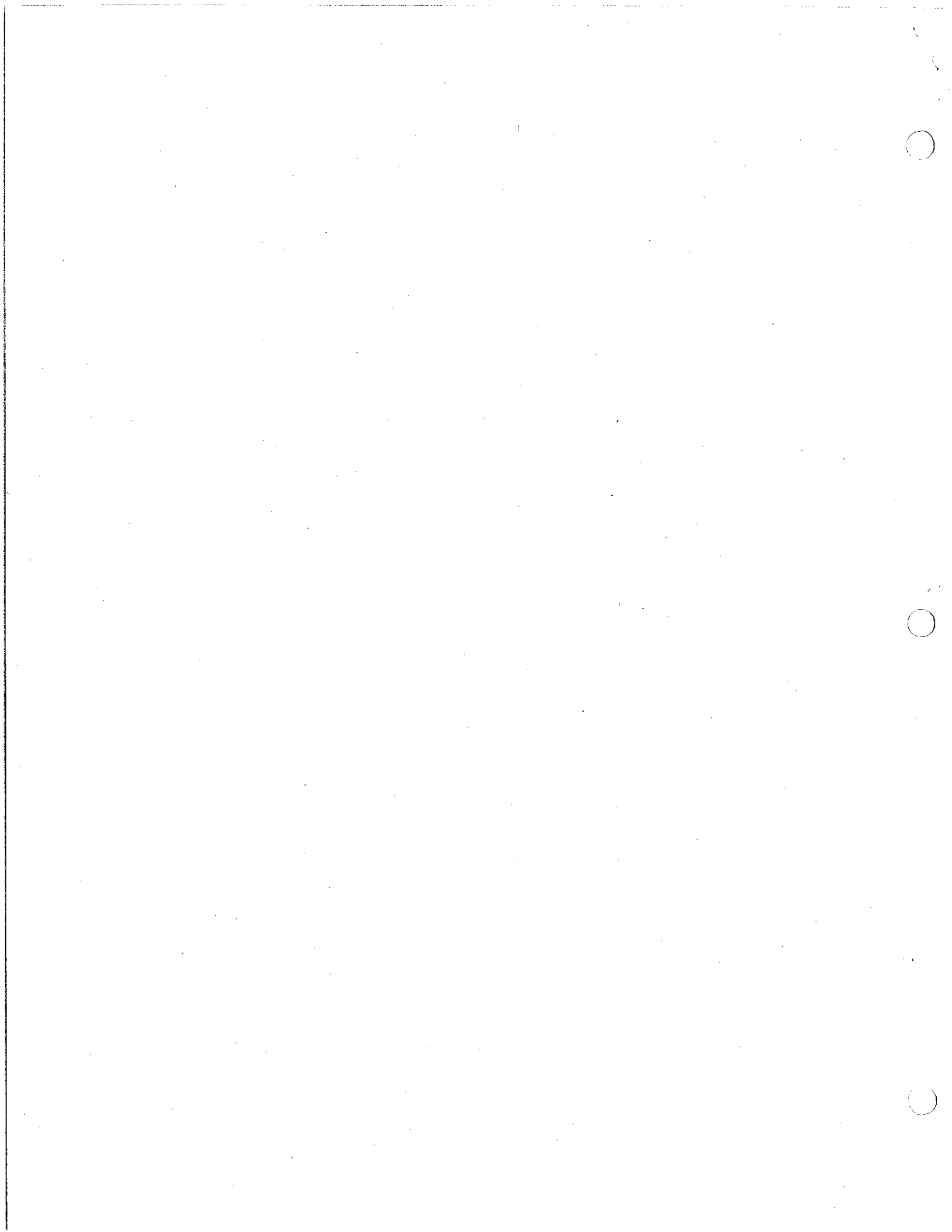


BY LAW NO. 39 THE OCCUPANCY BY-LAW

<i>ARTICLE 1 ABOUT THIS BY-LAW, SCHEDULES AND APPENDICES</i>	1.1 Introduction
	1.2 Occupancy Agreement
	1.3 Priority of this By-Law
<i>ARTICLE 2 MEMBERS' RIGHTS</i>	2.1 Use of a Unit and the Co-op's Facilities
<i>ARTICLE 3 MEMBERS' CONTRIBUTION</i>	3.1 Housing Charges
	3.2 Member Deposit
	3.3 Other Charges
	3.4 All Charges Are Housing Charges
	3.5 Responsibility for Charges
	3.6 Housing-Charge Assistance
	3.7 Participation
	3.8 Members in Good Standing
<i>ARTICLE 4 SETTING HOUSING CHARGES</i>	4.1 The Members Set the Housing Charges
	4.2 Operating and Capital Budgets
	4.3 Notice of Proposed Budget
	4.4 Date of Change in Housing Charges
	4.5 Mid-year Change in Housing Charges
<i>ARTICLE 5 USE AND BEHAVIOUR</i>	5.1 Residences
	5.2 Nuisance
	5.3 Illegal Acts
	5.4 Leases, Mortgages and Agreements
	5.5 Insurances
	5.6 Privacy
	5.7 Violence
	5.8 Maintenance and Repair
	5.9 No Storage in Common Hallways
	5.10 Members Handbook
	5.11 Acts of Others
	5.12 Trespass Orders Obtained by the Board
<i>ARTICLE 6 OCCUPANCY RIGHTS AND STANDARDS</i>	6.1 Purpose of this Article
	6.2 Occupancy Standards
	6.3 Change in Household Size
	6.4 Able to Live Independently
	6.5 Sale of a Part of the Co-op
	6.6 Government Takeover of Co-op's Property
	6.7 Damage by Fire, etc.

<i>ARTICLE 7</i>	<i>OCCUPANCY BY MEMBERS</i>	7.1	Policy
		7.2	Additions to Household
		7.3	Persons Sixteen Years of Age
		7.4	Casual Guests
		7.5	Long-Term Guests
		7.6	Principal Residence
		7.7	No Transfer of Occupancy Rights
		7.8	Sub-Occupancy
		7.9	No Profit
		7.10	Co-p Employees
		7.11	Death of a Member
<i>ARTICLE 8</i>	<i>MEMBERS WHO END THEIR OCCUPANCY</i>	8.1	Procedures
		8.2	Withdrawal from Membership
		8.3	Vacant Unit
		8.4	Members No Longer Living in the Co-op
<i>ARTICLE 9</i>	<i>THE CO-OP EVICTS A MEMBER</i>	9.1	Terms Used in this By-law
		9.2	When the Co-op Can Evict A Member
		9.3	How the Co-op Can Evict a Member
		9.4	Right of Appeal
		9.5	Legal Action
		9.6	Performance Agreements
		9.7	Non-Members in a Member Unit
<i>ARTICLE 10</i>	<u><i>MISCELLANEOUS</i></u>	10.1	Personal Information of a Member
		10.2	References to Other By-laws
		10.3	Serving Documents
		10.4	Errors or Omissions in Procedures or Notices

Appendix A	Charges to the Members
Appendix B	Member's Household
Appendix C	Terms of the Member's Housing Charge Subsidy
Schedule A	Occupancy Agreement
Schedule B	Long -Term Guest Agreement
Schedule C	Sub-Occupancy Agreement
Schedule D	Notice to Appear
Schedule E	Board of Directors Eviction Decision
Schedule F	Notice of Eviction Decision
Schedule G	Performance Agreement (Arrears and Late Payment)
Schedule H	Performance Agreement
Schedule I	Ending Membership & Occupancy Rights
Schedule J	Procedure for Remedy of Common Area By-Law Infractions
Schedule K	Withdrawal from Membership Surrender of Occupancy Rights



Hugh Garner Housing Co-operative

550 Ontario Street, Toronto, ON, Canada M4X 1X3

By-law No. 39, Occupancy By-law

Article 1 About This By-law, Schedules and Appendices

1.1 Introduction

This By-law contains the rules under which Hugh Garner Housing Co-operative Inc. (the Co-op) provides housing for its members, and the rights and obligations of both the Co-op and its Members. *The Co-operative Corporations Act* (the Act) regulates how the Co-op must be run. Certain parts of the Act contain rules which are not included in this By-law. Members should refer to them when questions come up.

The purpose of this By-law is:

1.2 Occupancy Agreement

- a) In particular, this By-law repeals and replaces the previous Occupancy By-law (Bylaw No. 11), and its amending by-laws (By-law No.'s 12,16,17 and 18)
- b) The Occupancy Agreement, Schedule A, is part of this By-law. It replaces all previous occupancy agreements between the Co-op and members. New members must sign it when their membership in the Co-op begins. Existing members must sign it as soon as possible after this By-law is adopted. The Occupancy Agreement and appendices may be signed on behalf of the Co-op by any director authorized by the Board or by the Co-ordinator. The Occupancy Agreement includes "Terms of the Member's Housing Charge Subsidy, Appendix C", if it applies to the member. The Co-op and the members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
- c) Some By-laws, Policies and Agreements, such as the Housing Charge Assistance By-law and Performance Agreements, only apply to certain Members. These Members must obey them.

1.3 Priority of This By-law

- a) This By-law takes the place of or amends all previous By-laws or decisions that deal with the occupancy rights and obligations of the Co-op and its Members. Any future By-law can only amend this By-law if the future By-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.
- b) If there is a conflict between documents, the following will govern in the following order:
 - first, the Act
 - second, the Articles of Incorporation
 - third, this By-law
 - fourth, the other By-laws of the Co-op, unless the By-laws state differently,
 - and fifth, the policies of the Co-op

Article 2 Members' Rights

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

- a) Members of the Co-op have the right to:
 - live in their housing unit
 - use their parking space if any, and
 - use the Co-op's common facilities.
- b) The Co-op's By-laws, Policies and Rules limit Members' rights.

Article 3 Members' Contribution

3.1 Housing Charges

- a) Each member of the Co-op must pay Housing Charges. Housing Charges are made up of:
 - a one-time membership fee of \$10.00
 - Monthly Housing Charges, less any Housing Charge Assistance
 - parking charges, if any
 - the Member Deposit, and
 - other charges that Members must pay under any of the Co-op's By-laws.
- b) The Members must decide what the Monthly Housing Charges and parking charges will be at a General Meeting of Members.
- c) Members must pay their Housing Charges and parking charges before 5 p.m. on the first business day of each month.

- d) The Monthly Housing Charge does not include the following costs to a member:
- electricity for a unit
 - telephone for a unit
 - charges for extra cable-television for a unit
 - insurance on the member's personal property

If the Co-op has to pay for any of these, or any future costs not noted above, these costs will be added to the member's Housing Charge.

3.2 Member Deposit

- a) The members occupying a unit must pay a Member Deposit to the Co-op. Members must pay this Deposit before moving into their unit, unless an agreement to pay by instalments has been arranged and signed prior to move-in. Any part of the Member Deposit that is not paid when due may be treated as arrears.
- b) The Member Deposit is equal to the Monthly Housing Charge, less any Housing-Charge Assistance, plus \$100.00 rounded to the nearest dollar.
- c) The Member Deposit is adjusted in the first month of the Co-op's fiscal year, if there is a change in Monthly Housing Charges, or when Members take possession of a different unit in Co-op.
- d) The Co-op will return the Member Deposit when the member leaves the Co-op permanently. Before returning the Member 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 stated in clause 5.8 of this By-law
 - the Member owes money to the Co-op
 - the Member did not pay the last month's Housing Charge, or
 - the Member did not pay the unit hydro cost for the required notice period
- e) The Co-op will not pay interest on the Member Deposit.

3.3 Other Charges

- a) Member is responsible for and must pay the Co-op for any extra costs, charges or expenses caused by:
- the Member
 - any person who is a part of the Member's household, or
 - any person that the Member allows onto the Co-op's property.

This applies even if no Co-op By-law has been broken.

- b) The Co-op has the right to recover solicitor and client costs, as settled by the Co-op (the actual legal fees and costs) of any legal action that the Co-op takes to recover money owed to it or to enforce its rights under the By-laws.

3.4 All Charges Are Housing Charges

Housing Charges include all amounts that the Co-op charges to Members.

3.5 Responsibility for Charges

- a) The Co-op calculates the Monthly Housing Charge and the Member Deposit for each unit as a whole. If more than one Member occupies a Unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household.

If any person moves out of the unit, the remaining member(s) remain responsible for all the charges which apply to that Unit.

- b) Persons who share a Unit can arrange to share expenses, with the following conditions:
- the sharing arrangement does not limit the Co-op's rights
 - one of the Members in the Unit must collect the payments and make one single monthly payment to the Co-op, and
 - they are each responsible for the full charges.

3.6 Housing Charge Assistance

Rights to Housing Charge Assistance are stated in the Housing Charge Assistance By-law.

The Co-ordinator is authorized to determine who is entitled to assistance and the amount of the assistance. Members have the right to appeal to the Board. The Board will determine the procedures to follow. These procedures must be procedurally fair.

3.7 Participation

Members must attend all General Meetings of Members and take part in the activities of the Co-op. The Co-op may set out the requirements for participation of Members in a separate By-law.

3.8 Members in Good Standing

For the purposes of the By-laws, policies, or agreements, in order for Members of the Co-op to be considered "Members in Good Standing" they must:

- a) In the last twelve (12) months have attended a minimum of fifty percent (50 %) of the General Members Meetings, unless prevented by reasons acceptable to the Board and/or have participated actively on one of the Standing Committees of the Co-op and/or in other activities, more or less equal to the minimum requirement of 50% attendance at General Meetings, that are related to the operation of and/or administration of the Co-op.
- b) Not be in arrears, as defined by the *Arrears By-law*
- c) Not have committed serious by-law infraction(s) and/or no serious by-law infraction(s) have occurred and are unresolved, in the previous 24 months.

Article 4: Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly Housing Charges and parking charges can be set only by a majority vote of the Members at a General Meeting of Members. Members do this annually or more often as needed. A budget must be presented to the Members when they are asked to consider an increase in Housing Charges. Clause 4.2 of this By-law, "Operating and Capital Budgets," shows how the Co-op must present a budget to the Members. Existing charges continue until the Members approve a change. The Members may approve changes that are different from those proposed in the budget.

4.2 Operating and Capital Budgets

- a) **Preparing the Operating Budget**
Each year, the Board will ensure that a budget is prepared for the next fiscal year, with assistance from the Finance committee. The Members will consider this proposed operating budget at a General Meeting of Members during which the operating budget is presented. Clause 4.3 of this By-law shows how the Co-op must give notice of this meeting.

The operating budget must contain:

- the total expected cost of operating the Co-op, including contingency allowances, depreciation, and reserve fund allocations
- the total expected income, other than the Monthly Housing Charges
- the charges proposed for each unit, and

- the cost of any special expenses which the Board suggests and the charges that would result.
- b) Capital Expenses
- Each year, the Board will ensure that a capital budget is prepared for the next fiscal year with the assistance from the Finance Committee. The capital budget must contain:
- the proposed capital expenses
 - the proposed source of funds, and
 - the effect of the proposed expenses on the Co-op's operating budget.

4.3 Notice of Proposed Budget

A General Meeting of Members can consider a proposed budget and proposed Housing Charges only if the notice of the meeting contains mention of the budget. The notice must be given as the Act and by-laws require. A copy of the proposed budget and Housing Charges for each type of unit must be delivered to each unit at least ten (10) days before the budget meeting.

4.4 Date of Change in Housing Charges

- a) Members must be given 60 days' notice of any change in the Monthly Housing Charge.
- b) Members can decide by a two-thirds vote at the General Meeting of Members on a different date for the new charges to begin, including an earlier date.

4.5 Mid-year Change in Housing Charges

The Board may feel that there should be a change in the total operating expenses and/or housing charges during a fiscal year. If so, the Board must call a General Meeting of Members to consider the change. The Board will prepare a budget or statement showing the reason for the change. Clause 4.3 of this By-law shows how the Co-op must give notice of this meeting.

Article 5: Use and Behaviour

5.1 Residences

Units can be used only as private residences for Members, their households and other persons allowed by this By-law. This use can include incidental uses if all the other rules in this By-law are obeyed.

5.2 Nuisances and Hazards

The Co-op is a community that includes all the residents and employees. It also is part of the larger neighbourhood community. Members must not make or allow any noise, nuisance, hazard or any other act that unreasonably disturbs or interferes with any other member of these communities.

Schedule J Common Area By-law Infractions lists infractions that are considered nuisances and hazards. The actions to be taken if infractions occur are listed in Section 2 of Schedule J.

5.3 Illegal Acts

a) Within their Unit, or on Co-op property, Members must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority such as the fire department.

b) No Smoking Areas

In keeping with the Co-op's obligations under the *Smoke-free Ontario Act* (the legislation), smoking is permitted only in residential units.

Smoking is prohibited in all other areas of the Co-op's building and on those parts of the grounds with a roof, as defined by the legislation.

For the purposes of this paragraph, Common Facilities, as defined in the *Common Facilities By-law*, are not considered an extension of a Member's unit.

If a Member is found to be the cause of any charges or fines brought against the Co-op relating to breaches of the legislation, the Co-op reserves the right to recover all costs arising from those charges.

Because the legislation requires that the Co-op as both employer and proprietor to ensure that a person who refused to comply with Section 9, subsection 1 or 2 of the legislation "does not remain in the enclosed public place, place or area," repeated breaches of this paragraph may be considered grounds for eviction.

5.4 Leases, Mortgages and Agreements

Members must not break any obligation that the Co-op has to:

- Canada Mortgage and Housing Corporation
- the Province of Ontario
- the Co-op's mortgagee, and
- the Agency for Co-operative Housing

5.5 Insurance

Members must not break any obligation that the Co-op has to its insurers. 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. If a Member is operating a small business from the Unit (secondary to his/her primary residential use of the unit), then the Member must have the appropriate insurance coverage.

5.6 Privacy

a) Permission Needed

Members have the right to privacy. The Co-op may not enter a Unit

- without the member's permission
- unless an emergency happens or appears to be happening, or
- proper notice has been given

b) Permission Not Needed

After giving a member forty-eight (48) hours' notice, someone appointed by the Co-op can enter the Member's Unit at any reasonable time for:

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

After giving a Member forty-eight (48) hours' notice, the Co-op can enter the Member's Unit at any reasonable time to show it to a prospective occupant. The Co-op can do this if:

- the Member has given the Co-op written notice of withdrawal from membership and occupancy, or
- the Co-op has given notice of a Board decision to evict the Member.

c) Notice of Entry

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one (1) day and the notice can allow more than one (1) entry into a Member's Unit.

5.7 Violence

The Co-op is a community which includes all the residents and employees. Residents and employees must not commit violence against another person in the Co-op. This violence can be real or threatened. The violence can be physical, psychological and/or sexual and includes child abuse. Co-op staff is authorized to call police and the Children's Aid Society in cases of child abuse.

a) Members who are victims of violence can:

- ask the Board to evict any person who commits violence, and
- get information from the Co-op on support groups in the community.

Under Article 9, the Board can evict anyone who has committed violence. A complaint from the victim is not necessary. The Board does not have to wait until any court charges are heard.

b) The Board must have proof that violence occurred. The Board can accept one or more of the following as proof:

- a restraining order or peace bond is in effect

- terms of bail allow no contact, or
 - the offending Member has been found guilty of assault.
- c) If a member wants to let a previously violent co-occupant return, the member can ask the Board in writing to reinstate that person's previous status (ie, member, guest, dependent). Because the Board recognizes that violence is a complex problem that involves emotional, physical, and safety concerns for the victim and other household members, the Board reserves the right to ask its representative to interview the remaining member(s) and the previously violent co-occupant. This will assist the Board in making its decision about letting the co-occupant return.
- d) If someone has been evicted because of violence and returns without the consent of the victim, the Co-op may treat that person as a trespasser. It may remove that person from the property.

5.8 Maintenance and Repair

- a) **Cleanliness**
Members must keep their Units (parking spots, bike-up and yards as applicable) reasonably neat, clean and sanitary. The Units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members who damage the Co-op's property are responsible for its repair.
- b) **Damage**
Members who damage the Co-op's property are responsible for its repair.
- c) **Members must obey the Consolidated Maintenance and Improvements By-law of the Co-op.**
- d) **Alterations and Improvements**
Members cannot make alterations and improvements, or alter or change their locks, unless they obey the terms of the Consolidated Maintenance and Improvements By-law.
- e) **Reporting Problems**
Members must promptly report to the Co-op any condition in their Unit or in the Co-op's common facilities, or of the equipment in their Unit or in the Co-op's common facilities that has caused or may cause damage to their Unit, the equipment or the common facilities.
- f) **Neglect of Responsibilities**
If Members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the Co-op can carry them out. Those Members must pay the Co-op the actual cost of labour and materials, plus the Co-op's administrative costs, as stated in the Consolidated Maintenance and Improvements By-law.

- g) **The Responsibility of the Co-op**
The Co-op must keep all Units, its property, and all services and facilities in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.
- h) **Appliances**
The Co-op must provide each Unit with a stove and refrigerator in normal working order. Members must keep the appliances reasonably clean.
- i) **Moving out of the Unit**
When Members move out of their Unit (parking spots, bike-up and yards as applicable), they must leave it clean and in good order. The Maintenance and Improvements By-law describes the condition in which members must leave their Unit.

5.9 No Storage in Common Areas

Members may not store objects (including strollers, footwear, and mats) in common hallways, rooms and stairwells. Leaving personal property in these areas will be considered an infraction and will be dealt with according to Schedule J "Common Area Infractions" of this By-law.

5.10 Member Handbook

The Member Handbook is the property of the Co-op. It is provided to the Members as a readily accessible, ongoing resource for their use. Members are required to maintain the Handbook in good condition. Members must return the Handbook to the Co-op in good condition when they vacate their units. If this is not done, the Member must pay an Administrative Fee that was decided upon by a General Members Meeting. This Administrative Fee can be deducted from the Member Deposit.

5.11 Acts of Others

Members are responsible for any act or failure to act of their household, guests or sub-occupants. This includes any person they or their household, guests or sub-occupants invite or allow onto Co-op property. Members may be evicted as a result of any such act or failure to act. Members will have to pay for any damages.

5.12 Trespassing Notices Obtained by the Co-op

All members are required to respect a No Trespassing Notice issued by the Co-op. Members who knowingly fail to honor a No Trespassing Notice may be evicted as a result.

Article 6: Occupancy Rights and Standards

6.1 Purpose of this Article

This Article deals with Members already living in the Co-op. It covers when they no longer have the right to occupy their present Unit because of changes in household size.

It does not cover when new members want to relocate to other units. The Waiting List By-law deals with those matters.

6.2 Occupancy Standards

a) The maximum number who can live in each Unit type is:

- one-bedroom 2 persons
- two-bedroom 4 persons
- three-bedroom 6 persons
- four-bedroom 8 persons.

These are the "Maximum Occupancy Standards."

b) The minimum number of persons who can live in each type of Unit is:

- one-bedroom 1 person
- two-bedroom 2 person
- three-bedroom 3 persons
- four-bedroom 4 persons.

These are the "Minimum Occupancy Standards."

c) If a Member's household does not meet these standards and the Co-op has units of the appropriate size, the Member's household must relocate under the terms of the Waiting List By-law, By-law No. 34, Article 1.2 Requirement to Relocate.

d) The Board can evict the Member if:

- the Member does not accept the Unit offered, or
- the Co-op does not have a Unit of appropriate size.

The Board must use the procedures stated in Article 9 of this By-law.

e) If the Board decides to evict the member

- the date must be at least ninety (90) days after the Board meeting that required the Member to move or
- if the Member was not put on the internal waiting list, the date must be at least one hundred and eighty (180) days after the Board meeting that decided to evict the Member.

The Board must use the procedures stated in Article 9 of this By-law.

6.3 Change in Household Size

- a) The number of persons in a Member's household may change. The Member must give prompt written notice of the change to the Co-op. If the household size has decreased, the notice must give the name(s) of the person(s) who no longer live in the unit.

Members must agree to a credit check of any new person in their household. The new person must sign a consent if the Co-op asks for it. Members must also give the Co-op any other reasonable information which the Co-op asks for. Members must give the notice, consent and other information promptly.

6.4 Able to Live Independently

- a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on the Co-op, its Members or employees. This is an essential requirement of living in the Co-op.

The Board can evict a member if it decides that the member cannot meet these conditions. However, this will not happen if:

- the Member makes arrangements that are acceptable to the Board, and
 - the Member signs and obeys a written agreement, if the Board requires it.
- b) The Board does not have to get medical or other expert advice when it passes any resolution under clause 6.4 of this By-law. It has the right to rely on the opinion and experience of the employees and Members of the Co-op. However, the Board will consider any medical or other expert advice that the member offers.
 - c) The Board must use the procedures stated in Article 9 of this By-law.

6.5 Sale of a Part of the Co-op

The Board can decide to sell all or part of the Co-op's housing units if the Members pass a Special Resolution giving it the power to do so. The resolution should deal with the occupancy rights of the Members living in these housing units. It can deal with the position of these Members on the internal waiting list.

6.6 Government Takeover of Co-op's Property

- a) When a government body takes over ownership of the Co-op's property by expropriation, Members' occupancy rights against the Co-op end on the date the takeover is final.

- b) Members cannot profit from the takeover. This does not include any compensation from a government body for disturbance or moving expenses. Members must pay any other compensation to the Co-op. The Co-op has the right to take any necessary action to obtain that compensation. This includes the right to sue or make any other claim in the name of the member.

6.7 Damage by Fire, etc.

- a) If any Unit in the Co-op is damaged and the damage is minor, the Co-op will repair the Unit as quickly as possible. The Housing Charge for the Unit will not be reduced.
- b) If the damage is serious, and the Board decides that it is not desirable to repair the Unit, then the Member's right to occupy the unit will terminate. The Member will not pay housing charges for the Unit from the date of the damage. The Member will be placed on the internal waiting List, according to (e) below.
- c) If the damage makes the Unit uninhabitable, but the Co-op intends to repair the Unit, the Member's right to occupy the Unit will terminate. The Member will not pay housing charges from the date of the damage. As well as being placed on the internal waiting list (see (e) below), the Member will also have the right to reoccupy the unit when it is repaired.
- d) For up to ninety (90) days after the damage occurs, the Member will be able to occupy any vacant Unit of the Co-op on an emergency basis. The Member's Monthly Housing Charge will be the lower of the housing charge for the Unit occupied and the housing charge for the damaged unit.
- e) Members losing the right to occupy their Unit under this paragraph will have priority on the internal waiting list until a suitable Unit is offered to them. If the Member refuses the Unit offered, the Member's priority on the Internal Waiting List will then be determined according to the Waiting List By-law.
- f) Other than the provisions in (a) to (e) above, 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.

Article 7: Occupancy by Members

7.1 Policy

- a) In the Co-op's By-laws, household means:
 - a Member
 - any other Members living in the Unit

- persons under sixteen living in the Unit
- persons who have turned sixteen and continue to live in the Unit, and
- any Long-term Guests approved by the Board under clause 7.5 of this By-law.

The Co-op does not consider anyone else as part of a Member's household. Other persons can live in a Member's unit only as Casual Guests, or as Sub-occupants if permitted by this By-law. Members must not allow anyone other than the persons referred to above to use their Unit.

Any person who does not become a member is not entitled to any rights of membership including but not limited to the right to transfer to a separate unit, use of common rooms, and occupancy of the unit after Member(s) moves out.

- b) This By-law applies 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. Any leases, agreements or applicable laws govern the Co-op's relations with them. Parts of this By-law apply to non-members living in a Member Unit.
- c) Occupants of a Member Unit who are not Members have:
- no right to occupy the Unit without permission of the Members who occupy it, or any right to occupy it 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
 - no right to book common rooms for his/her use

7.2 Additions to Household

Members may wish to add to their household someone over sixteen years of age who is not a Member. That person must apply for membership in the Co-op or for Board approval as a Long-term Guest. That person can occupy the Unit as a Casual Guest while waiting for the Board to decide. If the Board refuses to approve the application for membership, that person can occupy the Unit only as a Casual guest or a Long-term Guest if permitted under clause 7.4 or clause 7.5 of this By-law.

7.3 Persons Sixteen Years of Age

- a) If a person who is part of a Member's household turns sixteen, that person may apply for membership in the Co-op and will be entitled to a position on the Co-op's internal waiting list if they are accepted for membership.
- b) If such persons are not accepted for membership, or do not apply for membership, they may continue to reside with the Member.
After the person has reached the age of eighteen, he or she must apply for Membership in the Co-op.

7.4 Casual Guests

- a) Members can have only a reasonable number of guests as per Article 6.1 at any one time.
- b) Members must have the Board's permission to permit a guest to stay for more than three (3) consecutive months for a single visit. Normally this would only be for up to one (1) additional month.
- c) The Board will not normally allow a single visit to last for more than four (4) months unless extenuating circumstances warrant.
- d) When the Board gives permission for any visit, when permission is required, it:
 - sets the time limit for the visit
 - can decide to include the income of the casual guest when calculating household income for housing charge assistance.
 - Can set reasonable conditions that must be met by the member or by the guest

7.5 Long- Term Guests

- a) The Board can allow members to have a guest for an indefinite period. These guests are Long-term guests in this By-law. Examples include:
 - family members not covered by clause 7.3
 - additions to the household who have been refused membership,
 - live-in employees
 - others whom the member invites.

The Board will take into account the Occupancy Guidelines when deciding whether or not to grant Long Term Guest status.

- b) Members and their Long Term Guests must sign a Long-term Guest Agreement (such as Schedule B of this By-law) and must be interviewed and informed of obligations by the Membership Committee. The Board can set reasonable conditions that must be met by the member or by the guest.
- c) The Board can cancel Long Term Guest status or change the terms of the Long-term Guest status at any time. The Board must give written notice to the Member and to the Long-term Guest ten (10) days before any meeting where it will be discussed. The Board must give thirty (30) days' written notice to the Member and the Long-term Guest that it has ended Long-term Guest status after it has decided to do so. There is no right of appeal.
- d) Normally, the income of Long-term Guests is to be included in the household income when Housing-Charge Assistance is calculated, unless the Board decides otherwise.

7.6 Principal Residence

All members must use their Units as their principal residence and personally occupy them. Members may not be absent from their unit for a more than fifteen (15) consecutive months without the permission of the Board. The unit must remain their principal residence while they are absent. Members will be considered absent from their units even if they visit them for short periods.

7.7 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.8 Sub-Occupancy

- a) If Members want to leave the Co-op temporarily, they can allow someone to occupy their unit as a Sub-occupant. The Members and all Sub-occupants must sign a Sub-Occupancy Agreement approved by the Co-op, such as Schedule C of this By-law, before the sub-occupancy begins.
- b) All Sub-occupants must have the approval of the Membership Committee. No Board approval is required.
- c) Normally a sub-occupancy can only last fifteen (15) months. However, the Board can allow a longer term.

7.9 No Profit

- a) Members must not profit, directly or indirectly, from sharing housing charge related expenses with anyone using their Unit.
- b) Members must not profit when they give up occupancy rights or allow others to use their Unit. Members must pay any profit to the Co-op.
- c) The Co-op can ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning, etc. (if it is not a hidden profit on the housing charges).

7.10 Co-op Employees

- a) A permanent employee of the Co-op cannot be a Member of the Co-op. If the Board decides that the employee's duties make it necessary for the employee to live in the Co-op, the employee will be a tenant under the Residential Tenancies Act, 2006 and the applicable laws governing this tenancy would be applied.
- b) The Board must make sure that there is a written agreement with the employee stating that the employee's tenancy ends at the same time that the employment ends.

7.11 Death of a Member

- a) If a Member dies and no other Members occupy the unit, the Member's estate will be responsible for Housing Charges until the end of the second month after the death. The estate must remove all of the Member's possessions by the end of the second month after the death.
- b) Non-members living in the Unit after a Member's death are not automatically entitled to occupancy of the unit. In special circumstances, an appeal to the Board can be made by non-members asking that membership and occupancy be accepted. The person appealing to the Board must not have committed any by-law infractions while residing in the Co-op with a member.

Article 8: Members Who End Their Occupancy

8.1 Procedures

- a) If Members want to end their occupancy in the Co-op, they must give written notice of at least two (2) calendar months and five (5) business days. Schedule K of this By-law may be used as the notice form. The notice period must end on the last day of the second month. The Members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the Board's consent. The Board can refuse to allow members to withdraw the notice. Members cannot appeal the Board's decision.
- b) Members have full rights and obligations during the notice period. If Members move out of their unit, they are still responsible for their ongoing obligations (including unit hydro) until the end of the notice period, and for any previous obligations still outstanding at the end of the notice period.
- c) If the Co-op needs to get possession of a Unit of a member who has given notice, the Board can follow the procedures stated in 171.14 of the Act or take any other action. It can do this before or after the day on which the Member should leave. In this case, the Board does not have to follow the procedures in Article 9 of this By-law.

- d) If members give less notice than required, the members may still move out by the date in their notice. The Board may enforce the notice. However, the member(s) are responsible for their ongoing obligations until the date they should have used in their notice, unless the Co-op is able to allocate the unit before then.

8.2 Withdrawal from Membership

A notice to end occupancy will also be considered a notice of withdrawal from membership. Any withdrawal from membership without ending occupancy will not be valid.

8.3 Vacant Unit

If a Unit is vacant, the Co-op can take possession. The Member's occupancy rights end on the day that the Co-op takes possession. It will be considered that the Member has withdrawn from membership at the same time.

8.4 Members No Longer Living in the Co-op

This paragraph applies when a Member stops living in a Member Unit as a principal residence, but other Member(s) of the Co-operative remain in the unit. It will be considered that the Member has given notice to withdraw from membership on the first day the Member no longer lives in the unit. The Member's occupancy rights also end on that day.

Article 9: The Co-op Evicts a Member

9.1 Terms Used in this By-law

The Act uses the terms "terminating membership and occupancy rights" when referring to Members. In this By-law, this act of the Co-operative is referred to as "evict the Member" or "eviction." A copy of the rules in the Act that apply to ending the membership and occupancy rights of a Member are contained in Schedule I.

9.2 When the Co-op Can Evict a Member

- a) The Board can evict a member if the member:
 - i) owes Housing Charges to the Co-op at the time of the Board meeting
 - ii) has been repeatedly late in paying Housing Charges
 - iii) has broken the By-laws, or policies or any occupancy agreement or other agreement with the Co-op in a way the Board considers serious, or
 - iv) has repeatedly broken the By-laws, policies, or any occupancy agreement or other agreement with the Co-op in a way the Board considers serious, even if the member has corrected the situation when given notice.

- b) The Board can also evict a Member if someone the Member is responsible for under the By-laws, has done any of the above.
- c) The Board can evict a member under clause 6.2 and clause 6.3, a resolution referred to in clause 6.5 and a decision on membership referred to in clause 6.7 of this By-law.

9.3 How the Co-op Can Evict a Member

- a) The Board must make a decision by majority vote to evict a Member.
The Board can base its decision on the model in Schedule E of this By-law.
- b) Before making a decision to end membership and occupancy rights, the Board must give written notice to the Member of a meeting held to consider the eviction of the Member. This notice must be given to the Member at least ten (10) days before the meeting.

A Director, the Co-ordinator or Administrator of the Co-op must sign the notice.

- c) The notice must state:
 - the time and place of the Board meeting. It may also state a time when the Board will discuss the eviction during that meeting.
 - the reasons for the proposed eviction
 - the Member's Unit
 - the proposed eviction date, and
 - the fact that the member need not vacate the unit, but that the Co-op may obtain a writ of possession if the Board evicts the member.
- d) The Board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the Board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- e) The notice must state the proposed eviction date. The date to be inserted in the notice will be the following number of days after the Board meeting:
 - ten (10) days if the Member owes charges to the Co-op
 - thirty (30) days if the Member is unable to live independently, as in clause 6.4 of this By-law
 - one hundred and eighty (180) days if the members household size breaks the co-operative's occupancy standards and the Co-operative does not have a unit of appropriate size
 - ninety (90) days if the member's household size breaks the Co-op's occupancy standards and the member refused a unit of appropriate size.
 - thirty (30) days for all other reasons.

The Board can decide that the eviction date will be later than the date given in the notice.

- f) The notice must state that the Member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the Member has the right to appeal the Board's decision to a general meeting of the Members.

The notice must contain the information in the model notice in Schedule D of this By-law.

- g) If the Board decides to evict a Member, it must give the Member a written eviction notice. The notice must be given within five (5) days of the meeting. The Corporate Secretary, any director or Co-ordinator of the Co-op, must sign the notice.

The decision may be in the form attached as Schedule E of this By-law.

The eviction notice may be in the form attached as Schedule F of this By-law.

9.4 Right of Appeal

- a) A Member can appeal the Board's decision. The decision is not effective until the appeal is decided or dropped.
- b) A Member who wants to appeal must give a notice of appeal to the Co-op within seven (7) days of the date on which the eviction notice was given.
- c) When the Co-op receives a Member's notice of appeal, the Co-op must:
- call a General Meeting of Members, giving proper notice, or
 - put the matter on the agenda for another General Meeting of Members

However, there must be at least fourteen (14) days between the date the notice of appeal is received and the General Meeting of Members to discuss the appeal is held.

- d) Everyone who receives notice of the General Meeting of Members should also receive copies of any written statements that the Member included with the notice of appeal. This right is limited by the Act.
- e) The Member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- f) The meeting can confirm the Board's decision, or replace it with any other decision which the Board could have made.
- g) The Board's decision is confirmed if:
- the meeting does not make a decision to change the decision, or
 - a quorum is not present at the meeting or at the time of the vote.

- h) If the appeal is unsuccessful, the eviction date will be two days after the general meeting, or the date stated in the eviction notice.

9.5 Legal Action

- a) The Board can decide to take legal action as a result of decisions under previous sections.

The Board does not have to wait until the eviction date to start legal action.

- b) The Board can choose someone to deal with legal actions for the Co-op. It can do this either by making it part of that person's job description or by a Board decision. This person can:
- give all necessary instructions to the Co-op's lawyers, and
 - make a settlement or other agreement after consulting with the Co-op's lawyers.

For example, there could be a performance agreement or similar agreement worked out. The Board can limit the person's authority by a Board decision.

9.6 Performance Agreements

- a) The Co-op can sign a Performance Agreement with the Member. When a member and the Co-operative sign a performance agreement, any outstanding eviction decision is cancelled unless the performance agreement suspends the decision instead. If the decision is suspended, the performance agreement will set out how and when the Co-operative may act on the decision. This will include:
- i) What the member must do to break the agreement before the co-op can act on the eviction decision.
 - ii) What the Co-op must do before it can act on the eviction decision, including what notice must be given to the member.
- b) The Performance Agreement may state how the Member will:
- carry out obligations in the future
 - correct any past problem, and
 - compensate the Co-op for any losses
 - set out what the Co-operative may do if the member breaks the agreement, including acting on any eviction decision that has been suspended

The Board must authorize every Performance Agreement except under clause 9.5 (b). It can authorize an employee, Director or committee, formal or informal, to decide on the details of the agreement and sign it.

- c) The Board can use the Performance Agreements in Schedule G and Schedule H of this By-law.
- d) If the member breaks the Performance Agreement, the Co-operative can act on any suspended eviction decision if it follows the requirements of the performance agreement. If there is no suspended decision, then the Board must start the procedure to evict the member over again. In that case, breaking the performance agreement does not in itself give the Co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the Board, the members or a judge.
- e) When signing a Performance Agreement, the Board can decide that an eviction decision will not be effective if the Member:
 - pays the amounts owed, or
 - carries out any acts that the Board states in the decision within the time period stated in the decision.

9.7 Non-Members in a Member Unit

In dealing with non-members who are occupying a member unit, the Co-op may take any procedure permitted by law as long as it does not break this By-law.

Article 10 Miscellaneous

10.1 Personal Information of a Member

- a) If Members appeal a Board decision, or bring up a discussion at a Members' meeting involving personal information about themselves, the Board can disclose other relevant personal information about the members.
- b) If Members appeal a Board decision about another Member, or bring up a discussion at a General Meeting of Members involving personal information about another Member, they must get the other Member's written approval first. Then the Chairperson can allow Members to discuss that personal information about the other person concerned and the Board can disclose relevant personal information about the Member concerned. If that person does not give approval, the discussion is out of order.

10.2 References to Other By-laws

Some terms in this By-law contain references to other By-laws of the Co-op. If those other By-laws have not been passed by the Co-op, the Board will decide any matters which would have been included in any By-law.

10.3 Serving Documents

When the Co-op serves documents to Members in connection with an eviction, it must follow this procedure:

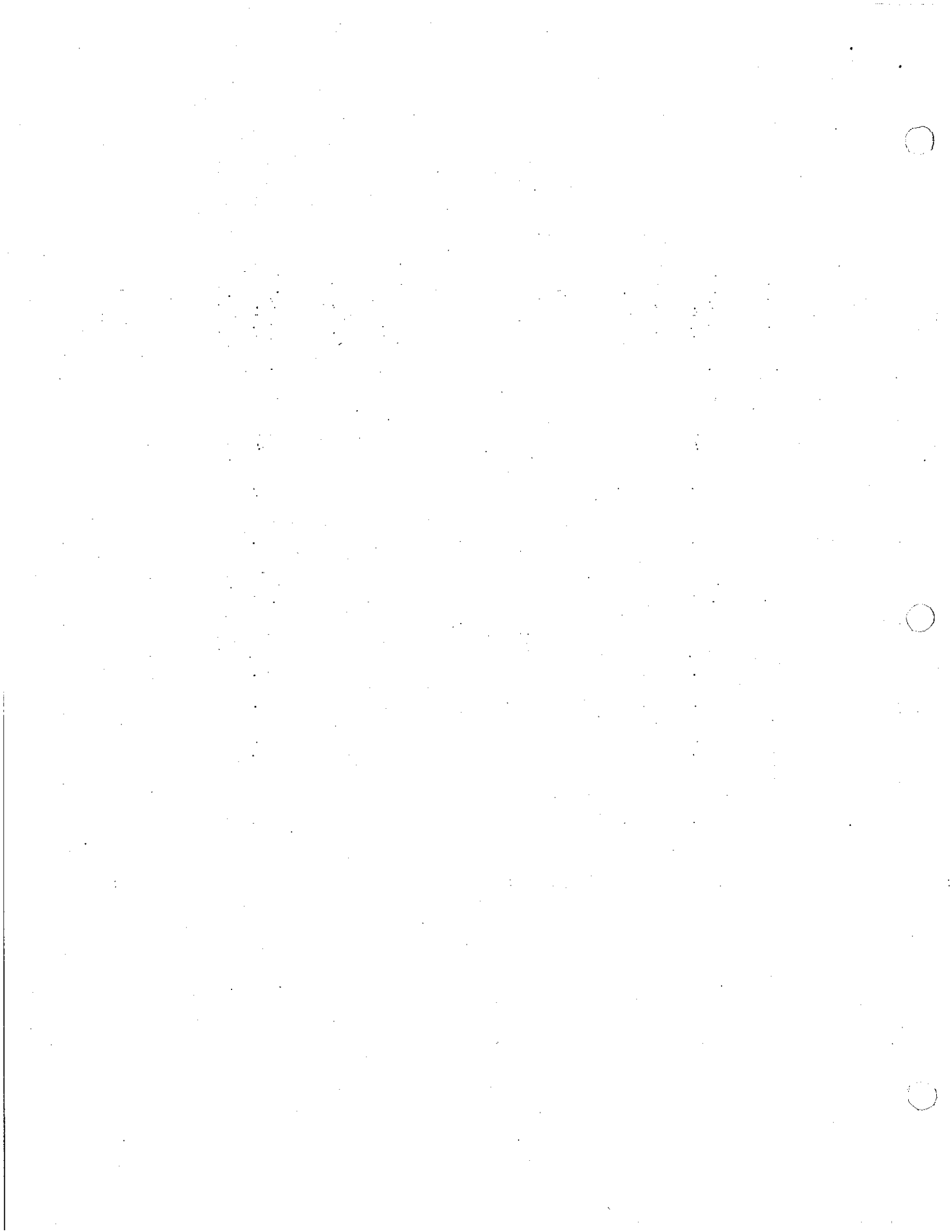
- a separate copy of the notice will be given to each member being *evicted*, and to any member who has left the unit after the eviction process was started
- if a member is absent or evading notice, the notice can be given by:
 - i) handing it to any apparently adult person at the unit,
 - ii) posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
 - iii) sending it by registered mail to the person at the unit and allowing the extra three (3) days required by the Act.

10.4 Errors or Omissions in Procedures or Notices

A minor error or omission in any action taken or notice given will not affect any decision made by the Board and/or the Members. A Member can accept any minor defect in the Co-op's procedures. The Member can do this in writing, orally or by not objecting at the appropriate time.

Approved by the Board of Directors.....April 4, 2007

Approved by the General Members.....May 22, 2007



Hugh Garner Housing Co-operative

Appendix A Occupancy By-Law, By-law #39 Charges to the Member(s)

These figures may change from time to time.

Please print or type. Add additional pages if necessary.

List each
Member in
the Member
Unit:

1.	
2.	
3.	
4.	

Address of
Member
Unit:

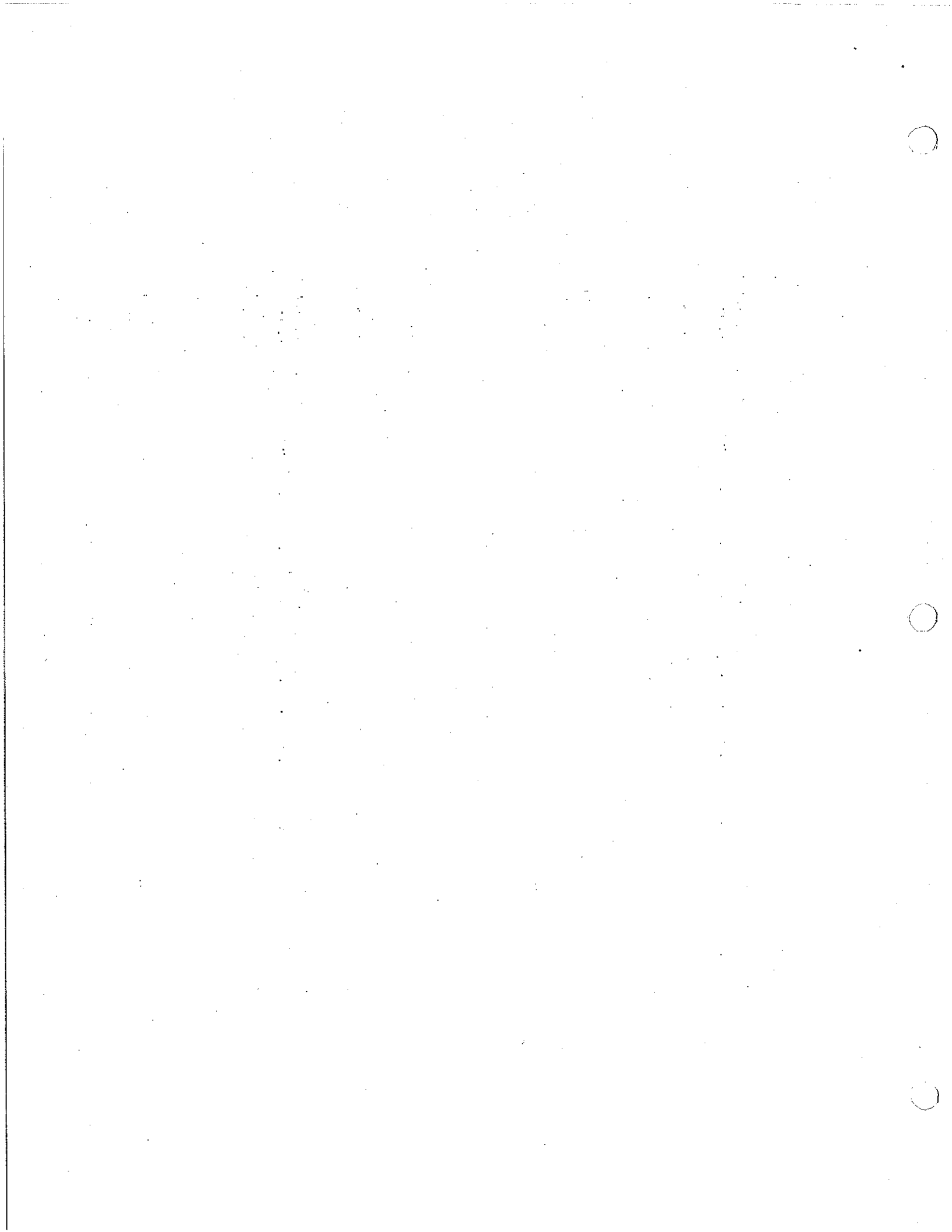
Unit # & Street:	
City:	

Housing Charge	
Housing Charge Assistance -	
Your Housing Charge is:	
Cable Charge	
Parking Charge +	
Your Total Housing Charge is:	

Member Deposit:

Signature(s)
of
Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:



Appendix B
Occupancy By-law, By-law #39
Member's Household

Please print or type. Add additional pages if necessary.

Address
of
Member
Unit:

Unit # & Street:

City:

List each
person in
the
household
:

1.

2.

3.

4.

5.

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

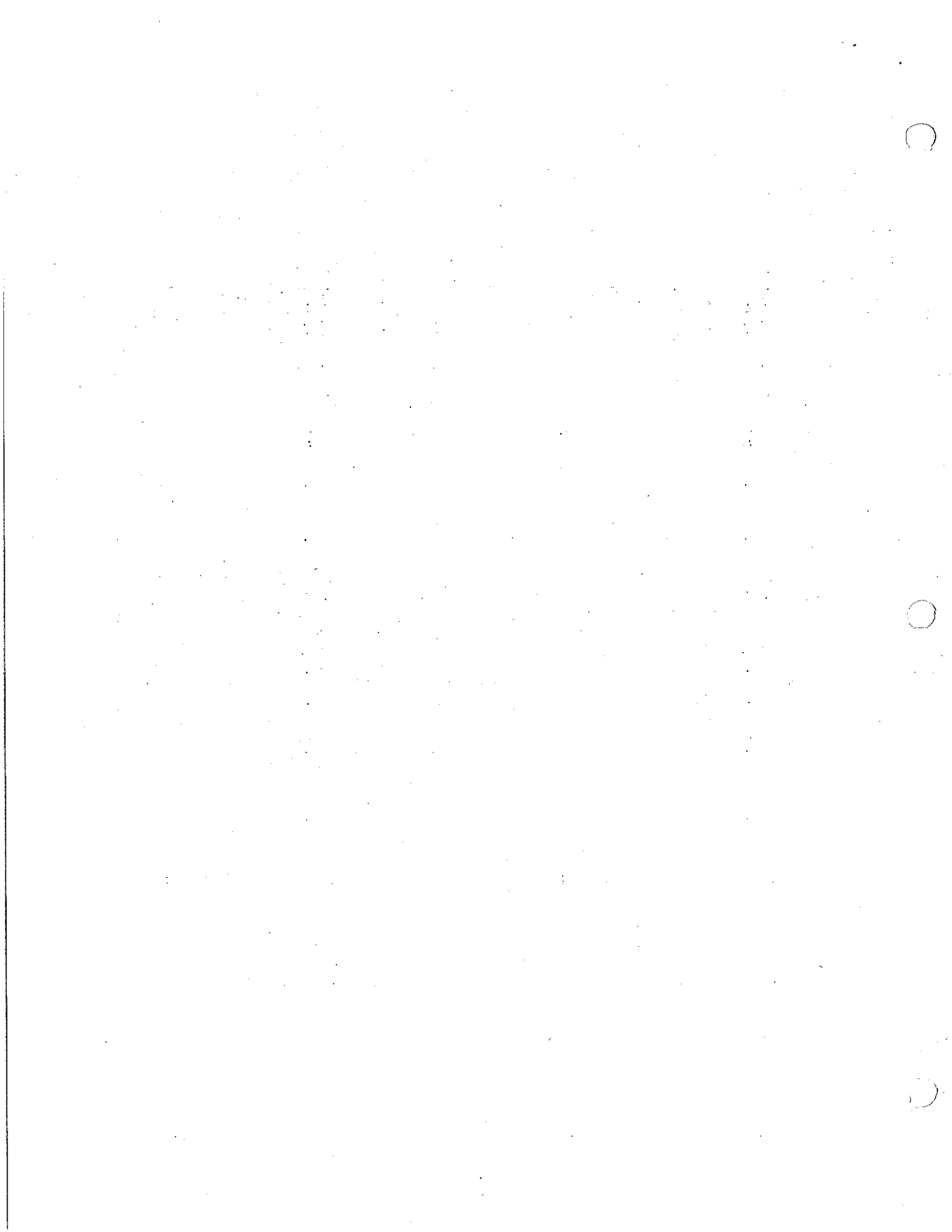
Signature(s)
of
Member(s):

Member 1: Date:

Member 2: Date:

Member 3: Date:

Member 4: Date:



Appendix C
Occupancy By-law, By-law #39
Terms of the Member's Housing Charge Subsidy

1. The co-op members decide on the housing charge as stated in the Occupancy By-law. The co-op will reduce the member's housing charge by the amount of the subsidy that the member is entitled to. This amount is determined under the Housing Charge Assistance By-law or in a decision of the co-op. The Housing Charge Assistance By-law has priority.
2. Once a year the member will have to update the record of all persons in the member's household and their incomes. The member will have to give proof of current household income and the income for the previous year. The member must include the income of any casual or long-term guests if the board asks for it.
3. The member must report the following changes to the co-op within 14 days after they happen:
 - (a) an increase of more than \$50 per month in the member's adjusted household income
 - (b) an increase in the member's shelter or housing cost allowance if the member receives Social Assistance, or
 - (c) a change in the source of the member's income from Social Assistance to employment income.
4. The co-op will investigate the member's financial situation when it decides on the member's subsidy. The member must give the co-op any information it needs for this investigation. This includes the member's household income, size or any other relevant information. The member must make sure that all persons in the member's household also give all necessary information to the co-op.
5. The member agrees that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. The member must have all persons in the member's household sign an authorization for a credit check.
6. The board can end the member's right to a subsidy if the member or anyone in the member's household does not give any information that the co-op asks for. The member's subsidy ends if the member or anyone in the member's household breaks any term of the Housing Charge Assistance By-law.
7. All personal information that the co-op receives during its investigation must be kept confidential.

8. The member's subsidy ends when the member has not occupied a unit in the co-op for more than six weeks. This applies whether or not the absence is permitted under this By-law. If the member does not occupy a unit for a longer period, the member can apply to have the subsidy resumed when the member returns.
9. The member must pay back all or part of the member's subsidy if the member
 - gives false information about household income
 - fails to report an increase in household income, or
 - receives a larger subsidy than the member is entitled to.

The member will also have to pay interest on the subsidy paid back. The interest will be calculated from the date on which the member received the subsidy. The member is still responsible for paying back this subsidy even after the member's occupancy or co-op membership ends.

By signing this Appendix, the member agrees that the Housing Charge Assistance By-law, and the terms above, apply to the member.

Signature(s)
of
Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Hugh Garner

Housing Co-operative

Schedule A Occupancy Agreement

If you are receiving housing charge assistance, "Terms of the Member's Housing Charge Subsidy, Appendix C" is part of this agreement.

Please print or type. Add additional pages if necessary.

List each Member in the Member Unit:

1.
2.
3.

Address of Member Unit:

Unit # & Street:
City:

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 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, including the appendices, have priority.

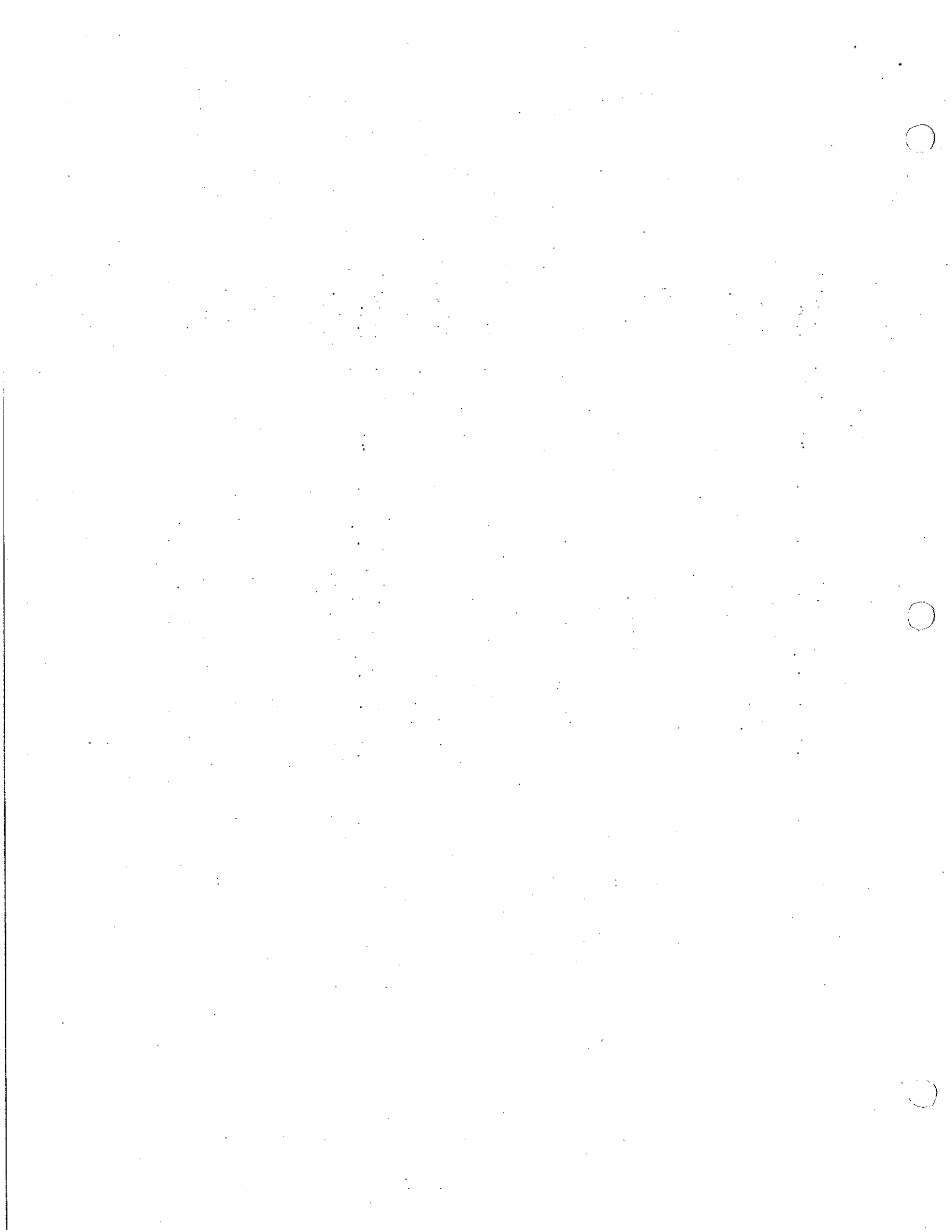
By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.

Signature(s) of Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:

Signature for the Co-op:

Co-op



Schedule B
Occupancy By-law, By-law #39
Long-Term Guest Agreement

Please print or type. Add additional pages if necessary.

List each
Member in
the
Member
Unit:

1.

2.

3.

Long-Term
Guest:

Address of
Member
Unit:

Unit # & Street:

City:

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.
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 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.
5. The long-term guest must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the Landlord and Tenant Act does not apply.
7. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or

other source.

Signature
of the
Long-Term
Guest:
Signature for
the Co-op:

	Date:
--	-------

Co-op	
-------	--

by:	Date:
-----	-------

Schedule C
Occupancy By-law, By-law #39
Sub-Occupancy Agreement

Please print or type. Add additional pages if necessary.

List each
Member in the
Member Unit:

1.
2.
3.
4.

List each Sub-
occupant:

1.
2.
3.
4.

Address of
Member Unit:

Unit # & Street:
City:

Date of
Occupancy:

--

If the time period
of the sub-
occupancy has
not been agreed
to, you should
substitute this
paragraph.

1. The co-op agrees that the sub-occupant can live in the member's unit from _____, 20____ to _____, 20____. The sub-occupant agrees to leave the member's unit at the end of the time period above. The sub-occupant must have written permission from the co-op and the member to stay longer.
2. The co-op agrees that the sub-occupant can live in the member's unit on a monthly basis starting _____, 20____. The member or the sub-occupant can end this agreement on sixty days' notice. The notice period must end on the last day of a month.
3. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The sub-occupant agrees to pay all housing charges and to

carry out all the obligations that the member has to the co-op. The monthly housing charge is \$ _____ and must be paid directly to the co-op. The monthly housing charge may change during the sub-occupancy.

5. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.
6. The sub-occupant acknowledges that the co-op allows only members and their households to occupy co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end.
7. The co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to thirty days' notice to leave the unit. The co-op can do this if the member ends co-op membership or the co-op is evicting the member.
8. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the Landlord and Tenant Act does not apply.
9. The sub-occupant agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Signature(s) of
Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Signature(s) of
Sub-Occupant(s):

Sub-Occupant 1:
Sub-Occupant 2:
Sub-Occupant 3:
Sub-Occupant 4:

Signature for the
Co-op:

Co-op	
by:	Date:

Schedule D
Occupancy By-law, By-law #39
Notice to Appear

Please print or type. Add additional pages if necessary.

To Member(s):

List each Member
in the Member
Unit:

1.
2.
3.
4.

Address of Member Unit:

Street Address/Unit
City/Postal

The board of directors is going to consider evicting you (ending your membership) and occupancy rights) at a board meeting.

Board Meeting: Insert
day, month and date,
year, room, street
address, municipality,
start time, time for
member to appear

This board meeting will be on _____, 20____, in the
_____ at _____, _____, Ontario. The
board meeting will start at _____ p.m., but you do not have to arrive before
_____ p.m.

Earliest possible
eviction date, with
number of days after
meeting date based on
by-laws.

The proposed date for evicting you is _____, 20____. The
board may set a later date, if the board decides to evict you.

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 may appeal the board decision to a general meeting of the members.

You do not have to vacate your unit. However, if the board decides to evict you
and you do not vacate your unit, the Co-operative may obtain a Writ of
Possession (eviction order) from a court. The Co-operative will also seek a court
order that you pay its legal costs.

The Grounds for ending your membership and occupancy rights are:

Check one or both (if appropriate).

Fill in the amount and date. Fill in the by-law paragraph, name and number.

Fill in the paragraph of the by-law and its name and number.

Repeat for each different ground.

Paragraph(s) that the member has broken.

Paragraph that provides for eviction.

Describe the details of what the member did wrong, including dates if appropriate.

Signature for the Co-op:

ARREARS:

1. You are in arrears in the amount of \$ _____ as of _____, 20____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

2. You have repeatedly paid your monthly housing charges late. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

Other:

3. **Specific:** You have broken paragraph _____ of the _____ By-law (By-law No. _____).

General: This is a ground for your eviction because of paragraph _____ of the _____ By-law (By-law No. _____).

Details:

HUGH GARNER HOUSING CO-OPERATIVE INC.

by: _____

Date: _____

Name:

Schedule E
Occupancy By-law, By-law #39
Board of Directors
Eviction Decision

Please print or type. Add additional pages if necessary.

To Member(s):

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

Street Address/Unit
City/Postal

BACKGROUND:

Fill in the paragraph of the by-law and its name and number.

1. The Co-operative gave the Member(s) a Notice to Appear as required by paragraph _____ of the _____ By-law (By-law No. _____) and section 171.8 of the *Co-operative Corporations Act* (as amended by Bill 166).
2. The Member(s) attended/ did not attend the board meeting. The Member was (Members were) represented/ not represented by _____ at the board meeting.
3. This decision was made by a majority of the directors at a proper meeting.

Circle the correct phrases and/or delete the incorrect phrases, and indicate name of representative (if any)

DECISION:

Fill in the date, which cannot be any sooner than the proposed date in the Notice to Appear.

4. The Member is (Members are) evicted (membership in the Co-operative and occupancy rights in the above Member Unit are ended) as of _____ day, _____, 20 _____ (eviction date).

REASONS:

5. The board of directions made its decision because:

Arrears:

Fill in the amount and date. Fill in the paragraph of the by-law and its name and number.

a)

The Member owes (Members owe) the Co-operative \$ _____ as of _____, 20____. This is a ground for eviction because of paragraph _____ of the _____ By-law (By-law No. _____)

Fill in the paragraph of the by-law and its name and number.

b)

The Member has (Members have) repeatedly paid monthly housing charges late. This is ground for eviction because of paragraph _____ of the _____ By-law (By-law No. _____).

Repeat for each additional reason

Other:

Paragraph(s) that the Member has broken.

c)

Specific: You have broken paragraph _____ of the _____ By-law (By-law No. _____).

Paragraph(s) that provides for eviction:

General: This is a ground for your eviction because of paragraph _____ of the _____ By-law (By-law No. _____).

Briefly describe the general nature of what the member did wrong.

Details:

Include and complete if there are conditions the Member can meet to avoid or delay the eviction (these conditions are examples only - delete or add as decision). For each condition, describe what the Member must do and by when. Include all conditions to be satisfied on or before the eviction date. Other conditions may appear in a Performance Agreement (which may be summarized here).

FURTHER DECISION:

6. The eviction of the Member(s) will be cancelled / suspended if:

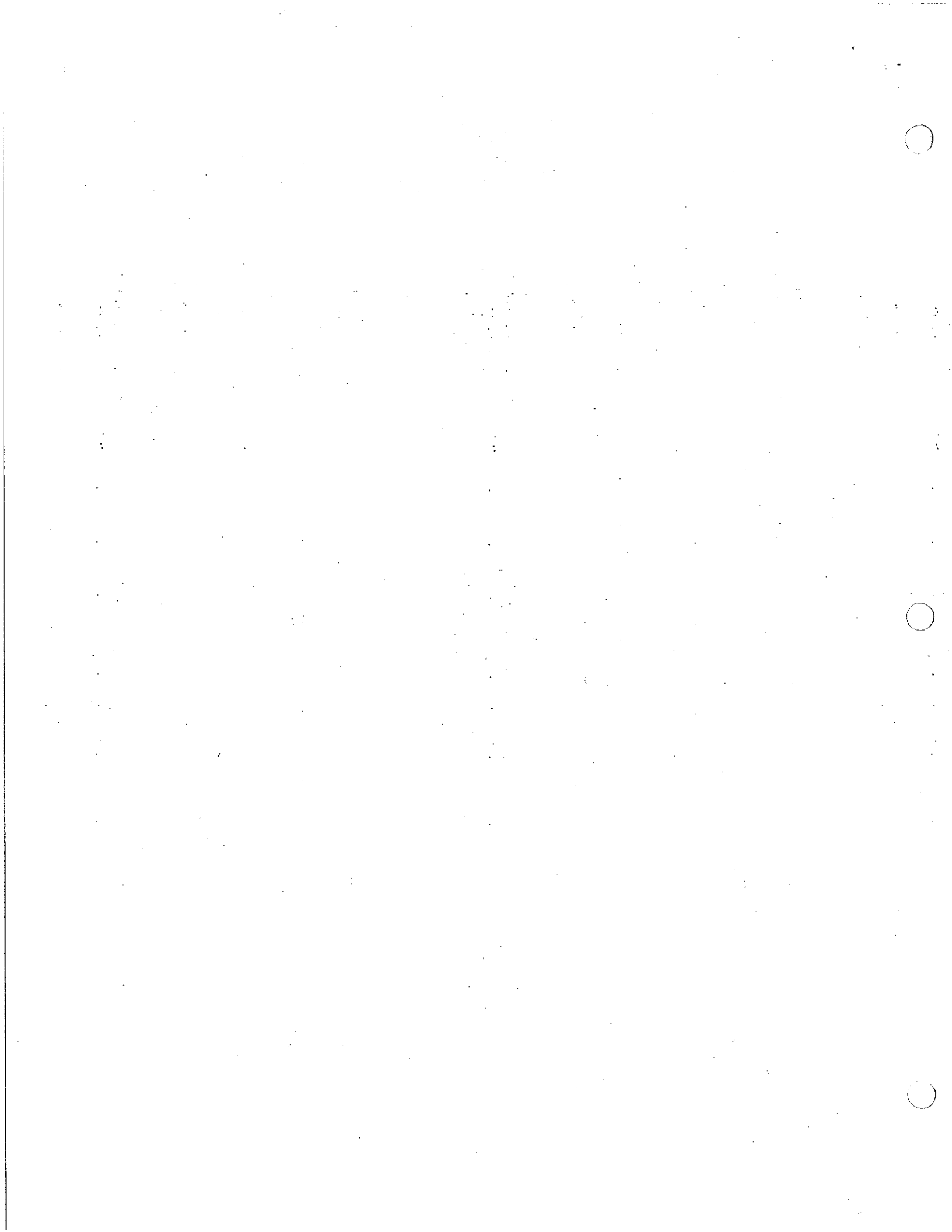
- a) by _____, 20____, the Member pays (Members pay) the amount of \$ _____ to cover the monthly housing charge for the month of _____ 20____:
- b) by _____, 20____, the Member pays (Members pay) the amount of \$ _____ to cover all arrears;
- c) by _____, 20____, the Member signs (Members sign) a performance Agreement acceptable to the Co-operative that, among other things, says that:

Insert full name of
Co-op and date of
board meeting.

CERTIFIED to be a true copy of a decision of the board of directors of
_____, passed
_____, 20____ at a proper meeting, which decision is still in
effect and has not been amended.

Signature for the Co-
op:

<p>HUGH GARNER HOUSING CO-OPERATIVE INC.</p> <p>by: _____</p> <p>Date: _____</p>



**Schedule F
Occupancy By-law, By-law #39
Notice of Eviction Decision**

Please print or type. Add additional pages if necessary.

To Member(s):

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

Street Address/Unit
City/Postal

Fill in the date of the board meeting and the date the Member is to move out.

A meeting of the Board of Directors was held on _____, 20____.

You were given a Notice to Appear to be considered at that meeting. The board of directors decided to evict you (end your membership in the Co-operative and your occupancy rights in the above Member Unit) as of _____, 20____.

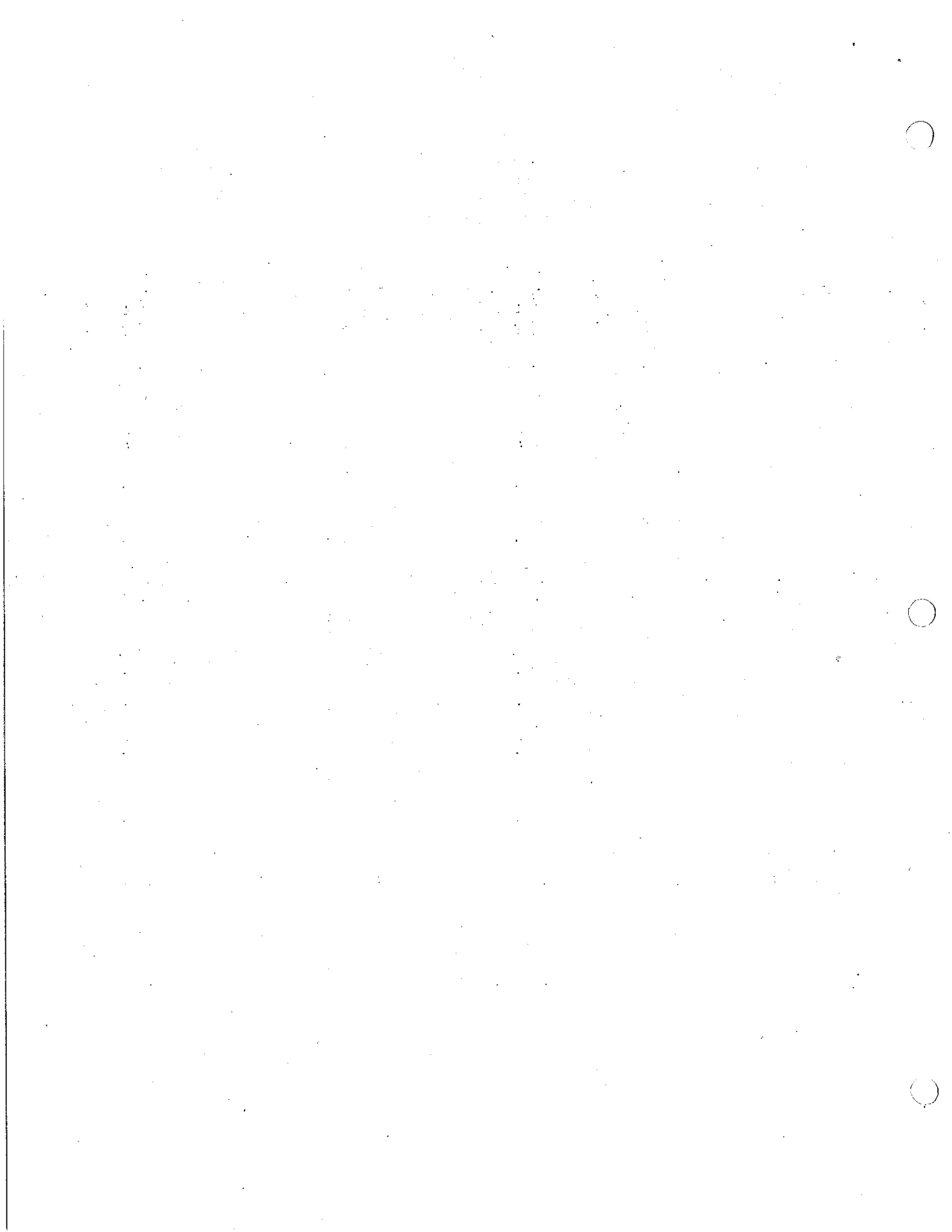
(See the attached Eviction Decision, which may contain conditions which will allow you to avoid or delay eviction).

Leave Your Unit by _____, 20____ (eviction date). If you do not, the Co-operative will start a court proceedings against you for your eviction, and ask for an order that you pay the Co-operative's legal costs.

To Find Out How You May Appeal this Decision see paragraph ____ of the _____ By-law (By-law No. ____) and section 171.8 of the *Co-operative Corporations Act* (as amended by Bill 166).

Signature for the Co-op:

HUGH GARNER HOUSING CO-OPERATIVE INC.
by: _____
Date: _____
Name: _____



High Garner Housing Co-operative

Schedule G Occupancy By-law, By-law #39 Performance Agreement (Arrears and Late Payment)

To Member(s):

List each Member in
the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

Street Address/Unit
City/Postal

Include if the board
decided to evict

1. The board of directors decided to evict you at its meeting on _____, 20__. The eviction date is _____, 20__.

Fill in or delete as
appropriate.

2. You admit that the following is true:

- (a) You are in arrears in the amount of \$ _____ as of _____, 20__. This is a ground for evicting you because of paragraph ____ of the Occupancy By-law (By-law No. ____).
- (b) You have repeatedly paid your monthly housing charges late. This is a ground for evicting you because of paragraph ____ of the Occupancy By-law (By-law No. ____).

Use as many
paragraphs as needed
to describe what the
Member(s) must do or
not do to deal with
the Co-operative's
concerns

3. You agree to pay all of your arrears as follows:

- (a) \$ _____ when you sign this agreement.
- (b) \$ _____ on or before _____, 20__.
- (c) \$ _____ on the _____ day of each month, starting _____, 20__, for _____ months, plus a last payment of \$ _____, until all the arrears are paid.

4. In addition, you agree to pay any late charges or interest stated in the Co-operative's by-laws.

5. You agree to pay your monthly housing charges on time and in full each month from the date this agreement is signed.

6. You agree to make these payments to the Co-operative office no later than 9:00 a.m. on or before the agreed dates.

You agree to make the above payments by certified cheque or money order.

Indicate if the
eviction is suspended.
Delete if there is no
eviction decision.

- 7. You must meet all the deadlines in this Agreement. You must not miss any of them unless you have written authorization from the Co-operative, which will usually not be given.
- 8. If you sign this Agreement, the Co-operative agrees to:
suspend the decision of the board of directors to evict you, as long as you do not break this agreement.
- 9. You agree that if any payment is not received on time (or is returned by your financial institution), the eviction decision will become effective. In that case, the Co-operative will give you at least 10 days written notice of the date that you must leave your unit. You agree to leave by that date.
- 10. You agree that if any payment is not received on time (or is returned by your financial institution), you have breached this agreement and the Co-operative can require you to pay all outstanding arrears to the Co-operative without delay, by giving notice in writing.
- 11. You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.

Signature(s) of
Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Signature for the Co-
operative:

HUGH GARNER HOUSING CO-OPERATIVE INC.	
by: _____	
Date: _____	
Name:	

Hugh Garner

Housing Co-operative

Schedule H Occupancy By-law, By-law #39 Performance Agreement

To Member(s):

List each Member in
the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

Street Address/Unit
City/Postal

Include if the board
decided to evict

1. The board of directors decided to evict you at its meeting on _____, 20___. The eviction date is _____, 20___.

2. You admit that the following is true:

a) You have broken paragraph _____ of the

By-law (By-law No. ____). This is a ground for evicting you because of paragraph _____ of the Occupancy By-law (By-law No. ____). You

3. You agree that, for _____ month/years, you will comply with the following:

(a)

4. In return the Co-operative agrees to suspend the eviction decision of the Board of Directors.

5. You acknowledge that the Co-operative can start its eviction procedure if you break any of the by-laws or policies of the Co-operative, or if you break this Performance Agreement. In that case, the Co-operative can use this Performance Agreement as evidence that you have broken the by-laws in the past.

Use as many
paragraphs as needed
to describe what the
Member(s) must do or
not do to deal with
the Co-operative's
concerns

Include this paragraph
only if the board
decided to evict.

Signature(s) of
Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Signature for the Co-
operative:

HUGH GARNER HOUSING CO-OPERATIVE INC. by: _____ Date: _____ Name:

Hugh Garner

Housing Co-operative

Schedule I

Occupancy By-law, By-law #39

Ending Membership & Occupancy Rights

Rules that apply to ending the membership and occupancy rights of a member of a non-profit housing co-operative.

(An extract from the *Co-operative Corporations Act*.)

171.8

Procedure for terminating membership, etc.

- (2) The following rules apply:
 1. Membership and occupancy rights may be terminated only by a majority of the board of directors at a meeting of the board.
 2. Membership and occupancy rights may be terminated only if the member ceases to occupy a member unit or on a ground set out in the by-laws. Membership and occupancy rights may not be terminated on a ground in the by-laws that is unreasonable or arbitrary.
 3. The member shall be given written notice that the board of directors will consider terminating the member's membership and occupancy rights. The notice must be given at least ten days before the meeting of the board of directors at which the matter will be considered.
 4. The notice must be signed by a director of the co-operative or by any other person authorized by the by-laws for the purpose and must,
 - i. set out the time and place of the board's meeting,
 - ii. set out the grounds for the proposed termination,
 - iii. identify the member unit to which the member has occupancy rights,
 - iv. specify the date of the proposed termination,
 - v. advise the member that he or she need not vacate the member unit but that the co-operative may obtain possession of the unit by obtaining a writ of possession following the termination of the member's membership and occupancy rights,

- vi. advise the member he or she may appear and make submissions at the board's meeting, and
 - vii. advise the member that he or she may appeal the board's decision to the members.
5. If a meeting is adjourned no new notice is required if the time and place of the continuation of the meeting is announced at the original meeting.
 6. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the board of directors.
 7. In a decision to terminate the member's membership and occupancy rights, the board of directors may specify a date for the termination that is later than the proposed date that was specified in the notice to the member.
 8. The member shall be given written notice of the decision of the board of directors within five days after the board's meeting. The notice must be signed either by the secretary of the co-operative or by a person authorized by the by-laws for the purpose.
 9. The member may appeal the board's decision to the members. The effect of the decision is suspended until the appeal is disposed of or abandoned.
 10. To appeal, a member must give written notice to the co-operative within seven days, or such longer period as the by-laws provide, after the notice of the board's decision has been given to the member under paragraph 8.
 11. The appeal shall be considered at a meeting of the members held at least fourteen days after the notice to appeal is received.
 12. If the co-operative receives written representations with the member's notice of appeal, the board of directors shall, subject to subsection (4), ensure that a copy of the representations is given, before the meeting at which the appeal will be considered, to each member entitled to receive notice of the meeting. The distribution of the representations shall be at the co-operative's expense. This paragraph does not apply if the representations exceed 5,000 words.

13. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the members.
14. The appeal shall be decided by a majority vote of the members and the members may confirm, vary or set aside the board's decision. If no decision is made by the members or if there is no quorum at the meeting or if there is no longer a quorum when the vote is to be taken, the board's decision shall be deemed to have been confirmed.

Idem

- (3) Subject to the rules in subsection (2), the board of directors may by by-law determine procedures for the termination of the membership and occupancy rights of members but the procedures must be procedurally fair.

Refusal to distribute

- (4) The board of directors is not bound under paragraph 12 of subsection (2) with respect to a member's representations if it clearly appears that the right of the member to have his or her representations distributed is being abused to secure needless publicity for matters that,

- (a) are not related to the appeal; and
- (b) are not related, in a significant way, to the business or affairs of the co-operative.

Notice of refusal

- (5) If the board of directors refuses to distribute copies of a member's representations, the board shall ensure that written notice of its refusal together with written reasons for it are given to the member within ten days after the representations were received by the co-operative.

Application to court

- (6) Upon application by a member whose representations the co-operative has refused to distribute, the Ontario Court (General Division) may restrain the holding of the meeting at which the appeal will be considered and may make any further order it thinks fit.

Advance determination

- (7) The board of directors or any other person aggrieved by the member's representations may apply to the Ontario Court (General Division) for an order permitting the board of directors to refuse to distribute the representations and the court, if it is satisfied that subsection (4) applies, may make any such order it thinks fit.

**Liability for
representations**

(8) If copies of a member's representations are distributed under paragraph 12 of subsection (2), the co-operative, the directors, officers and employees of the co-operative and persons acting on behalf of the co-operative, other than the member who makes the representations, do not incur any liability only by reason of distributing copies of the representations.

Advance determination

(9) The board of directors or any other person aggrieved by the member's representations may apply to the Ontario Court (General Division) for an order permitting the board of directors to refuse to distribute the representations and the court, if it is satisfied that subsection (4) applies, may make any such order it thinks fit.

**Liability for
representations**

(10) If copies of a member's representations are distributed under paragraph 12 of subsection (2), the co-operative, the directors, officers and employees of the co-operative and persons acting on behalf of the co-operative, other than the member who makes the representations, do not incur any liability only by reason of distributing copies of the representations.

Schedule J

Procedure for Remedy of Common Area By-law Infractions

1 Introduction

- 1.1 From time to time, infractions of the Co-op's by-laws dealing with the Co-op's equipment, furnishings, building, or property happen in common areas.

Some by-law infractions that may happen in common areas include:

- a) leaving garbage in hallways or other inappropriate location(s);
- b) staining carpets and not cleaning the stain;
- c) leaving personal items (such as mats, shoes, strollers, etc.) in hallways;
- d) not stooping and scooping after pets, or allowing pets to be unleashed;
- e) riding bikes, scooters, or roller blades in hallways or on the roof deck;
- f) using hallways as recreational areas;
- g) throwing items out of windows or from the roof deck;
- h) improper disposal of cigarette butts;

- 1.2 By-laws may be breached by a Member, by a non-member who is resident in the Member's household, by a sub-occupant, or by a guest. No matter who breaches a by-law, the Member is held responsible for the infraction. This is stated in our *Occupancy By-law*.

- 1.3 The *Occupancy By-law* allows the Co-op staff to deal with infractions of by-laws in Common Areas. When an infraction is discovered, it will be dealt with by the Co-op's staff according to the procedure in paragraph 2 below.

- 1.4 Members may file a report with the Co-op's staff about an infraction of the by-laws occurring in a Common Area. The reporting Member does not have to file a complaint about this infraction under the *Member Relations By-law*, except for infractions of the *Common Facilities By-law* (Laundry Room Rules).

2 Action to be Taken

- 2.1 When the Co-op discovers an infraction of a by-law occurring in a Common Area, Co-op staff will make a reasonable attempt to identify the person(s) who committed the infraction (for example, by securing corroborating eye-witness accounts, or by obtaining an identification).

2.2 When the commission of an infraction is substantiated, the following actions will be taken:

a) FIRST INFRACTION:

- i. The Member will receive a letter of caution, which will include a warning about the consequences of a second infraction.
- ii. If the infraction resulted in damage to the Co-op's equipment, furnishing, building or property (collectively, the Co-op's "property"), the Member will be required to pay for the repair or replacement of the property.

b) SECOND INFRACTION:

- i. The Co-op will impose an administrative charge of \$50.00, and the Member will receive a warning about the consequences of a third infraction.
- ii. If the infraction resulted in damage to the Co-op's property, the Member will be required to pay for the repair or replacement of the property.

c) THIRD INFRACTION:

- i. The Co-op will impose an administrative charge of \$100.00, and the Member will be served with a Notice to Appear at a meeting of the Board to explain his or her behaviour.
- ii. If the infraction resulted in damage to the Co-op's property, the Member will be required to pay for the repair or replacement of the property.

d) FOURTH OR SUBSEQUENT INFRACTION:

- i. The Member will be served with a Notice to Appear at a meeting of the Board, at which the Board will consider evicting the Member (terminating the Member's occupancy and membership rights).
- ii. Notwithstanding any decision about evicting the member, if the infraction resulted in damage to the Co-op's property, the Member will be required to pay for the repair or replacement of the property.

Hugh Garner
Housing Co-operative

Schedule K
Occupancy By-law By-Law #39
Withdrawal from Membership
Surrender of Occupancy Rights

I (We), _____, (and _____), am a member (are members) of the Co-operative. This is my (our) notice to the Co-operative that:

- (1) my (our) unit is the premises known as 550 Ontario Street, Unit _____, Toronto, Ontario M4X 1X3;
- (2) I am (we are) withdrawing from membership in the Co-operative;
- (3) I am (we are) surrendering my (our) occupancy rights in my (our) unit;
- (4) I (we) understand that I (we) must give notice of at least two (2) calendar months and five business days and the notice period must end on the last day of the second month (as per Article 8, Occupancy By-law)
- (5) I understand that I (we) are responsible for any outstanding obligations (including housing charge and member move-out inspection charges) incurred until the end of the notice period.
- (6) this notice is effective as of _____.

I (We) understand that I (we) must vacate my (our) unit by the above date, and that this notice may be enforced by a writ of possession (eviction order) if I (we) do not.

DATED at this _____ this _____ day of _____, 20____.

Member Signature
Name of Member:

Member Signature
Name of Member:

<i>Office Use Only</i>	
Date Received:	_____
Proper Notice: Yes	<input type="checkbox"/> No <input type="checkbox"/>
Staff Signature:	_____

