

Occupancy Bylaw

Bylaw 12

Table of Contents

Introduction...page 5

Article 1 About This Bylaw, Schedules and Appendices...page 6

1.1 Occupancy Agreement

1.2 Priority of This Bylaw

Article 2 Members' Rights...page 7

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

Article 3 Members' Contributions...page 8

3.1 Housing Charges

3.2 Maintenance Deposit

3.3 Other Charges

3.4 All Charges Are Housing Charges

3.5 Responsibility for Charges

3.6 Housing Charge Subsidy

3.7 Participation

Article 4 Setting Housing Charges...page 11

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

| | |
|-----------|--|
| Article 5 | Use and Behaviour...page 13 |
| 5.1 | Residences |
| 5.2 | Nuisance |
| 5.3 | Illegal Acts |
| 5.4 | Leases, Mortgages and Agreements |
| 5.5 | Insurance |
| 5.6 | Privacy |
| 5.7 | Violence |
| 5.8 | Domestic Violence |
| 5.9 | Abuse of Children |
| 5.10 | Maintenance and Repair |
| 5.11 | Acts of Others |
| 5.12 | Unlisted Phone Numbers |
| Article 6 | Occupancy Rights and Standards...page 19 |
| 6.1 | Internal Waiting Lists |
| 6.2 | Membership Policy |
| 6.3 | Changes in Family/Household Size |
| 6.4 | Expropriation |
| 6.5 | Damage by Fire or Casualty |
| Article 7 | Occupancy by Members...page 22 |
| 7.1 | No Strangers |
| 7.2 | Person Under Sixteen |
| 7.3 | Guests |
| 7.4 | Roomers, Boarders, Etc. |
| 7.5 | Shared Expenses |
| 7.6 | No Assignment |
| 7.8 | Death of a Member |
| Article 8 | Liability and Insurance...page24 |
| 8.1 | Co-op Liability |
| 8.2 | Members' Liability |
| 8.3 | Co-op's Insurance |
| 8.4 | Members' Insurance |

Article 9 Members Who End Their Occupancy or Move to Another Unit...page 25

- 9.1 Procedures
- 9.2 Withdrawal from Membership
- 9.3 Vacant Unit
- 9.4 Members No Longer Living in the Co-op
- 9.5 Returning Keys When Vacating Units

Article 10 The Co-op Evicts a Member...page 27

- 10.1 When the Co-op Can Evict a Member
- 10.2 How the Co-op Can Evict a Member
- 10.3 Right of Appeal
- 10.4 Legal Action
- 10.5 Performance Agreements

Article 11 Miscellaneous...page 32

- 11.1 Subordination
- 11.2 Personal Information of a Member
- 11.3 References to Other Bylaws
- 11.4 Partial Invalidity
- 11.5 Planning Act
- 11.6 Serving Documents
- 11.7 Errors or Omissions in Procedures or Notices

Approvals Record...page 34

Windfield Co-operative Homes Inc.
Bylaw 12 Introduction
1993.09.21

Occupancy Bylaw

Bylaw 12

Introduction

A Bylaw which contains the rights and obligations of Windfield Co-operative Homes Inc. and its members.

Passed by the Board of Directors on the fourth day of August, 1993.

Confirmed by the Members on the twenty first day of September, 1993.

Amendments confirmed by the Members on the twenty ninth day of September, 1994.

This Bylaw contains the rules under which Windfield Co-operative Homes Inc. (the Coop) 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 Coop 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.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 1
1993.09.21

Article 1 About This Bylaw, Schedules and Appendices

1.1 Occupancy Agreement

- (a) The Occupancy Agreement, Schedule A2, is part of this By-law. Members must sign it when their membership -in the Co-op begins. The Occupancy Agreement includes, terms of the member's housing charge subsidy if it applies to the member. The Co-op and the members must obey this Bylaw and the • Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
- (b) Some bylaws and agreements, such as the Housing Charge Subsidy Bylaw and Performance Agreements, only apply to certain members. These members must obey them.

1.2 Priority of This Bylaw

- (a) This Bylaw takes the place of or amends all previous bylaws or resolutions that deal with the occupancy rights and obligations of the Co-op and its members. This Bylaw repeals and replaces Bylaw 2, and its amending bylaws. Any future bylaw can only amend this By-law if the future bylaw 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 order in which they appear:
 - (1) first, the *Act*
 - (2) second, the Articles of Incorporation
 - (3) third, this Bylaw, and
 - (4) fourth, the other bylaws of the Co-op, unless the bylaws state differently.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 2
1993.09.21

Article 2 Members' Rights

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

Co-op have the right to:

- (1) live in their housing unit
- (2) use their parking space if any, and
- (3) use the Co-op's common facilities. Co-op bylaws and rules limit member's rights.

Windfield Co-operative Homes
Bylaw 12 Article 3
2002.05.07

Article 3 Members' Contributions

3.1 Housing Charges (Amended 2002.05.07)

- (a) Each member of the Co-op must pay housing charges. Housing charges are made up of:
 - (1) the membership fee of \$15.00 (once only)
 - (2) monthly housing charges, less any subsidy
 - (3) the maintenance deposit, and
 - (4) other charges that members must pay under any of the Co-op's bylaws.
- (b) Co-op members must decide what the monthly housing charges will be at a general members' meeting.
- (c) Members must pay their housing charges by noon on the first day of each month.
- (d) The housing charge does not include the following costs to a member.
 - (1) electricity for a unit
 - (2) gas for a unit
 - (3) telephone for a unit
 - (4) charges for cable television for a unit
 - (5) insurance on the member's personal property, and
 - (6) 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 charge.

Windfield Co-operative Homes
Bylaw 12 Article 3
2002.05.07

3.2 Maintenance Deposit

(a) Paying the Deposit

Members must pay a maintenance deposit to the Co-op equal to one month housing charge. Members must pay this deposit before moving into their unit, unless the Co-op allows them to pay it at another time.

(b) Returning the Maintenance Deposit

The Co-op will return the maintenance deposit when the member leaves the unit permanently. Before returning the deposit, the Co-op can deduct any amount which the member owes because:

- (1) the member did not give enough notice
- (2) the unit was not left in the condition stated in 5.9 of this Bylaw
- (3) the member owes money to the Co-op, or
- (4) the member did not pay the last month's housing charge

(c) Interest on the Maintenance Deposit

The Co-op will not pay interest on the maintenance deposit.

(The Co-op neither charges interest on money owed to it by members, nor pays interest on deposits made by members.)

3.3 Other Charges

(a) A member is responsible for and must pay the Co-op for any extra costs, charges or expenses caused by:

- (1) the member
- (2) any person who is a part of the member's household, or
- (3) any person that the member allows onto the Co-op's property. This applies even if no Co-op bylaw has been broken

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 enforce its rights under the bylaws.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 3
1993.09.21

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) Per-Unit Basis

The Co-op calculates the monthly charge and the maintenance deposit for each unit as a whole. If more than one adult 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 occupant(s) remain(s) responsible for all the charges which apply to that unit.

(b) Sharing Expenses

Persons who share a unit can arrange to share expenses, with the following conditions:

- (1) *the sharing arrangement does not limit the Co-op's rights*
- (2) one of the members in the unit must collect the payments and make one single monthly payment to the Co-op unless other arrangements are made with the Board, and
- (3) they are each responsible for the full charges.

3.6 Housing Charge Subsidy

Rights to a subsidy are stated in the Housing Charge Subsidy Bylaw, Bylaw 13. The Board is authorized to determine how subsidy is allocated and the amount of the subsidy. Members have the right to appeal to the Board. The Board will determine the procedures to follow. These procedures must be fair.

3.7 Participation

Members must attend all general members' meetings 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 bylaw.

Article 4 Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly housing charges can be set only by a **majority vote of the members** at a General Meeting. This is normally done on an annual basis but can be done more often if needed.

An operating budget **must** be presented to the members when they are asked to consider an increase in housing charges. Section 4.2 of this Bylaw, "Operating and Capital Budgets", shows how the Co-op must present the budget(s) 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 with the assistance of the Co-op Coordinator must prepare an operating budget for the next fiscal year. The members will consider this proposed budget at a General Meeting during which the budget is presented. Section 4.3 of this Bylaw shows how the Co-op must give notice of this meeting. The budget must contain:

- (1) the total expected cost of operating the Co-op including a line by line explanation of the amounts provided for each general ledger account, and
- (2) the current costs of operating the Co-op as compared to the current year's budget, and
- (3) the previous year's actual costs as compared to it's approved budget, and
- (4) the charges proposed for each unit, and
- (5) the percentage (%) of the housing charge increase, and
- (6) the cost of any special expenses which the Board suggests and the charges that would result, and
- (7) a minimum allocation of \$50,000 each fiscal year to the Replacement Reserve Fund.

(b) **Capital Budget**

The Board with the assistance of the Co-op Coordinator may prepare a capital budget if it is planning capital expenses that are not considered part of ordinary capital costs to the co-op. The Board of Directors does not require the approval of membership in order to proceed with the capital expenditures outlined in the capital budget unless it will have a direct impact on the operating budget (increasing the total budget by 10% or more) and/or will result in an increase to housing charges. The capital budget must contain:

- (1) the proposed capital expenses
- (2) the proposed source of funds, and
- (3) the effect of the proposed expenses on the Co-op's operating budget.

4.3. **Notice of Proposed Budget**

A General Members Meeting can consider a proposed budget and proposed housing charges only if the **notice** of the General Meeting contains the **budget item(s) in the agenda** for said meeting. The notice must be given in accordance with the Act and as the bylaws require (see Article 3 of bylaw 11). A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least **ten days** before the budget meeting.

4.4 **Date of Change in Housing Charges**

(a) **Notice of Changes in Housing and Associated Charges**

If there is a change in housing charges approved by the members, the changes will **not** take effect until at least 2 full calendar months and 5 days after the date of the General Members Meeting in which the approval was obtained.

Notice of change in housing charges must be delivered to each unit **within 30 days** after the date of the meeting in which the approval was obtained.

- (b) Members can decide by a majority vote of the members at the General Meeting on a different date for the new charges to begin, including an earlier date, if needed and requested by the Board of Directors.

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 **special members' meeting** to consider the change. The Board with the assistance of the Co-op Coordinator will prepare a budget and/or a statement showing the reason for the change. Along with Article 3 of Bylaw 11, all previous sections of this article will apply.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 5
1994.09.29

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 Bylaw. This use can include incidental uses if all the other rules in this Bylaw are obeyed.

5.2 Nuisance

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

5.3 Illegal Acts

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 bylaw or regulation of any other authority such as the fire department.

5.4 Leases, Mortgages and Agreements

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

- (1) Canada Mortgage and Housing Corporation
- (2) the Province of Ontario, and
- (3) the Co-op's mortgagee.

5.5 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.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 5
1994.09.29

5.6 **Privacy** (Amended 1994.09.29)

(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** (Amended 1994.09.29)

In order to enter a member's unit, the Board must place written notice in the member's mailbox at least **48 hours** before entry. Entry must be made at a reasonable time for:

- (1) Inspections whether maintenance, annual or move in/move out inspections, regular or special, or
- (2) maintenance repairs or renovations, or
- (3) any other reasons related to enforcement of the Bylaws which the Board decides.

After giving a member **24 hours** notice either by letter, phone, or by placing a notice in the member's mailbox, the Co-op can enter the member's unit to show it to a prospective occupant at any reasonable time. The co-op can do this if:

- (1) The member has given the Co-op written notice of withdrawal from membership and occupancy, or
- (2) 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 day and the notice can allow more than one 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.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 5
1994.09.29

5.8 Domestic Violence

The Co-op does not accept or condone domestic violence in any form. All members and visitors must abide by the Co-op's domestic violence Bylaw.

- (a) Members who are victims of domestic violence can:
- (1) Ask the Board to evict any person who commits domestic violence.
 - (2) Request the emergency subsidy stated in the Housing Charge Subsidy Bylaw, or be given priority on the Internal Subsidy Waiting List.
 - (3) Get information for and from all the support groups in the City of Guelph and the Co-op community.

Under Article 10, the Board can evict anyone who has committed domestic violence.

- (b) Termination of membership will be immediate only when any one of the following occurs:
- (1) a restraining order or peace bond is in effect
 - (2) terms of bail allow no contact, or
 - (3) the offending member is found guilty of assault.
- (c) Re-instatement of membership of the offender will be conditional upon the following:
- (1) That the member informs the Board of Directors that he/she is willing to accept the offending member back.
 - (2) For the offender, there will be a period of six months during which he/she will be a non-member (guest) and occupancy can be terminated at any given time, without prior notice, at the discretion of the Board of Directors.
 - (3) That the terminated member (offender) must re-apply to the Board of Directors after this six month non-member period
 - (4) That the terminated member (offender) will be given an information package of community services available upon renewal of membership.
- (d) If someone has been evicted because of domestic 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.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 5
1994.09.29

- (e) All information given to the Board of Directors and/or its' representatives will be held in strictest confidence.

5.9 Abuse of Children

The Co-op does not accept or condone the abuse of children in any form.

- (a) The Board of Directors may evict any member when the Board has sufficient evidence, as defined in section 5.9(c), that the member is involved in the abuse of a child, and that charges have been laid.
- (b) When the Board of Directors has sufficient evidence that a guest of a member has been involved in the abuse of a child, the Board may require the member to remove the guest immediately, and require the member to ensure that the guest does not return to the Co-op. If the member fails or is unable to do so, the Board may evict the member.
- (c) Sufficient evidence is limited to any of the following:
 - (1) A restraining order or terms of bail preventing the person from being in the presence of any particular child without supervision.
 - (2) The withdrawal of the member's children for reasons of abuse, by the Children's Aid Society, and the member has been convicted of the same.
- (d) After a person has been evicted, the remaining household may apply for emergency subsidy as stated in the Housing Charge Subsidy Bylaw, or be given priority on the Internal Subsidy Waiting List.
- (e) All information given to the Board of Directors and/or its' representatives will be held in strictest confidence except as required by law during investigations by the police or the Children's Aid Society.

5.10 Maintenance and Repair (Amended 1994.09.29)

(a) Cleanliness

Members must keep their units reasonably neat and clean. The units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members who damage Co-op property are responsible for its repair.

(b) Maintenance

Members must obey the Maintenance and Improvement Bylaws of the Co-op.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 5
1994.09.29

(c) Alterations and Improvements

Members cannot make alterations and improvements, or alter or change their locks, unless they obey-the terms of the Maintenance and Improvements Bylaw.

(d) Changing Locks (Amended 1994.09.29)

Members must not change their locks, or install additional locks, without permission from the Board of Directors. Should permission be granted, the Coop must receive keys to the new, changed or additional locks. The Co-op may remove un-authorized locks at the member's expense.

(e) Reporting Problems

Members must promptly report to the Co-op any condition in their unit, the equipment in their unit, or their building, which may cause damage to their unit or their building.

(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 for its out-of-pocket expenses and for the reasonable value of any employee time involved.

(g) The Responsibility of the Co-op

The Co-op must keep all units, Co-op property, and all services and facilities of the Co-op 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, they must leave it clean and in good order. The Maintenance and Improvements Bylaw describes the condition they must leave their unit in.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 5
2013.04.07

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 Unlisted Phone Numbers (Added 1994.09.29)

Members must give their phone numbers to the Coordinator for office use and Co-op business. Confidentiality of this number will remain with the Coordinator and will not be given out without authorization of the member.

5.13 Vestibule

In accordance with the Ontario Fire Code, the vestibules are considered to be a "public corridor" and as such are a "means of egress" and must be kept clear of **ALL items at ALL times**. While a door mat is permitted NO other items are permissible. This includes but is not limited to bicycles, strollers, walkers, benches, shoes, backpacks, plants, furniture, picture frames, etc.

Regular inspections will be completed by the Co-op and results reported to the Board of Directors. Items that are not removed by members may be removed and disposed of by the Co-op at the member's expense.

As per the Ontario Fire Code any member who violates the Act can be subject to a fine of not more than \$20,000 or imprisonment for up to one year or both (as at the time of this bylaw). Any Board member who violates or knowingly allows the Co-op to be in violation of the Act can be subject to a fine of not more than \$50,000 or imprisonment of up to one year or both (as at the time of this bylaw).

Smoking is NOT permitted in the vestibules.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 6
2002.05.07

Article 6 Occupancy Rights and Standards

6.1 Internal Waiting Lists (Amended 2002.05.07)

- (a) The Co-op Coordinator shall maintain a waiting list of members who have indicated a desire to change their Units. As suitable Units become available, priority shall normally be given to persons on the internal waiting list in accordance with the Membership Policy. The Co-op Coordinator may, subject to Board approval, either depart from the order on the internal or external waiting list or give a particular person on the external waiting list priority over a member on the internal waiting list, if it feels there is good reason to do so.
- (b) A unit inspection must occur before members are placed on the waiting list. Members will not be placed on the waiting list unless their present unit is reasonably clean and in good order.

6.2 Membership Policy

In allotting Units to new members and changing Units within the Co-op, the Member Selection Committee shall act in accordance with the Membership Policy, Schedule A.

6.3 Changes in *Family/Household Size*

- (a) A member who has resided in the Co-op for at least three years without a *change in family/household size shall have the right to retain their Unit if they wish* regardless of any change in family size. In exceptional circumstances, the Board may also extend the right to members who have resided in the Co-op for less than three years, but only in truly deserving instances.
- (b) Subject to subparagraph (a), if a member who has resided for less than three years ceases to have a family size appropriate for their Unit as set out in the Membership Policy, the Co-op may terminate their right to occupy the Unit by resolution of the Board.
- (c) Any member whose rights to occupancy are terminated in accordance with subparagraph (b) shall be given a position of uppermost priority on the internal waiting list.
- (d) Notice of any meeting to consider such a resolution shall be given to the member at least seven days prior to the meeting. The member shall be entitled to attend the meeting and be represented by an agent or counsel and make representations.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 6
2002.05.07

- (e) If the member was present or represented at the meeting of the Board, they may appeal the decision terminating their occupancy in the manner provided in section 10.3. The procedure set out in section 10.3 will be followed in respect of the appeal except that the day of termination shall be in accordance with subparagraph (g).

No termination of the member's rights to occupancy shall occur if there is neither a member on the internal waiting list with a deserving need or a family/household on the external waiting list Which has been approved for membership by the Board.

- (f) The termination shall take effect three calendar months after the passing of the resolution of the Board.

6.4 Expropriation

- (a) If the whole or any part of any Unit is expropriated, members' rights to occupy such Unit as against the Co-op shall terminate on the day when the expropriating authority obtains possession. Charges shall be paid to that date but no further charges shall be due thereafter.
- (b) To implement the non-profit policy of the Co-op, compensation received by a member on expropriation except for compensation for disturbance or relocation expenses, shall be the property of the Co-op and any rights in such compensation held by members are hereby assigned to the Co-op. The Co-op shall be subrogated to the members' rights to prosecute any claim for compensation and if a member receives any of the compensation assigned to the Co-op under this paragraph, it shall immediately be paid to the Co-op.
- (c) Members who are expected to be expropriated, shall have priority on the internal waiting list for any Unit for which they qualify until a suitable Unit is offered to them.

6.5 Damage by Fire or Casualty

- (a) If any Unit in the Co-op is damaged by fire or other casualty and such damage is minor, the Unit shall be repaired by the Co-op as quickly as possible and there will be no reduction in housing charges.
- (b) If in the opinion of the Board the damage is serious, and it is not desirable to repair the Unit or the building in which it is situated, then the members' right to occupy the Unit shall be terminated but not their membership rights. Charges shall cease effective the day of the fire or casualty.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 6
2002.05.07

- (c) If the Co-op intends to repair the Unit, which is no longer habitable, then the member's right to occupy the Unit shall be terminated but not their membership. Charges shall cease to be effective the day of the fire or casualty, and the member has priority on the waiting list. Such members shall have the right to reoccupy the repaired Unit, unless in the meantime the members have elected to accept another Unit or have obtained alternative accommodation.
- (d) The occupants of the damaged Unit may temporarily occupy a vacant Unit paying the lesser of the charges applicable to such a Unit or the damaged Unit, until the damaged Unit is deemed habitable by the Board.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 7
1996.10.27

Article 7 Occupancy by Members

7.1 No Strangers

When a Unit has been allotted to a member or members, no person other than the member may occupy the Unit except as provided in this Article.

7.2 Person Under Sixteen

Persons under sixteen years of age may occupy a Unit as part of a member's household. When any such person turns sixteen, they may apply for membership in the Co-op, and if accepted, will sign an Occupancy Agreement. If not accepted, or if they do not apply or after becoming a member, they change their mind, they may continue to reside with their family and the members occupying the unit will continue to be responsible to the Co-op for their behaviour. If the members refuse to take responsibility, then the person will leave the Co-op.

7.3 Guests (Amended 1996.10.27)

No member will have any guests in their Unit for a period greater than three months without the permission of the Board and any guest who resides longer than one month will be registered with the Co-op. If permission is refused, the guest will cease to occupy the Unit on such date as the Board may determine. Any occupancy after that date will be considered a default by the members occupying the Unit, and the members' occupancy rights may be terminated in accordance with Article 10 of this By-law. The approved guest(s) privilege to occupy the unit will cease if and when the member(s) end their occupancy of the unit.

7.4 Roomers, Boarders, Etc.

No member will have a roomer, Boarder or other person sharing the Unit with them unless such person has applied for membership in the Co-op and has been accepted and allocated the Unit on a sharing basis. If accepted, such person must sign an Occupancy Agreement. If any such person occupies a Unit without applying for membership, or after having been refused membership, they will cease to occupy the Unit on such date as the Board may determine. Any occupancy after that date will be considered a default by the members occupying the Unit, and the members' occupancy rights may be terminated in accordance with Article 10 of this By-law.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 7
1996.10.27

7.5 Shared Expenses

To implement the non-profit policy of the Co-op, any arrangement for sharing expenses among members occupying a Unit, will distribute expenses on a fair, reasonable and equitable basis and will not directly or indirectly permit a profit to any member, or relieve any member from their fair share.

7.6 No Assignment

Any member desiring to leave the Co-op for more than twelve months must surrender their occupancy rights to the Co-op and withdraw from membership. No member may assign their rights to occupy their Unit.

7.7 Sub-Occupancy

There will be no sub-occupancy permitted without the approval of the original member and the Board. All persons wishing to take up residency on a sub-occupancy basis must become members for the, set period of time the original members will be away. All housing charges and obligations of membership will be the responsibility of the sub-occupant member. The sub-occupancy should not exceed a 12 month period unless special approval has been granted by the Board.

7.8 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 can apply for membership. If they are accepted, the Board can allocate the unit to them. If they do not apply for membership or their application is rejected, the Board can evict them. If their application is rejected, they may use the appeal procedure outlined in Article 10.3.

Windfield Cooperatives Homes Inc.
Bylaw 12 Article 8
1993.09.21

Article 8 Liability and Insurance

8.1 Co-op Liability

The Co-op will be liable for any damage caused by the Co-op or its employees to the persons or property of the members and their families. This will include damage caused by any defects in buildings or equipment owned or rented by the Co-op.

8.2 Members' Liability

The members of the Co-op will be liable to the Co-op for any damage to the Units or other parts of the Co-op's property caused by them, their family, guests and invitees.

8.3 Co-op's Insurance

The Co-op will maintain applicable insurance including, but not limited to the following:

- (a) Fire and extended coverage in amounts required by any mortgage or as the Board may reasonably determine.
- (b) Boiler and machinery insurance in amounts required by any mortgage or as the Board may reasonably determine.
- (c) Public liability insurance, including liability to members, tenants and other persons on the property in such amounts as the Board may reasonably determine.
- (d) Fidelity bonding for its employees and signing officers in such amounts as the Board may reasonably determine.

8.4 Members' Insurance

Members must obtain public liability insurance for damage they may cause to the Co-op's property, or the property of other members. All insurance policies will be registered with the Co-op office.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 9
2013.04.07

Article 9 Members Who End Their Occupancy or Move to Another Unit

9.1 Procedures

- (a) A member must provide the Co-op Coordinator with written notice of their intention to terminate their occupancy in the Co-op or to vacate their unit within the acceptable notice period. The **NOTICE PERIOD** must consist of at least 5 days followed by two full calendar months. A calendar month starts on the first day of the month and ends on the last day of the month, inclusive.
- (b) If insufficient notice is given, the members will be obligated to pay the housing charges for the entire required notice period as stated in 9.1(a), from the time written notice was provided to the Co-op Coordinator, whether they occupy the unit for the entire notice period or not. Likewise, all utilities will remain the responsibility of the member(s) until the end of the required notice period.
- (c) If notice of termination is given in accordance with paragraph (a), it may not be withdrawn without the written consent of the Board. The Board can refuse to allow members to withdraw the notice. Members cannot appeal the Board's decision.
- (d) Members have full rights and obligations during the notice period. If members move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.
- (e) 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 Co-operative Corporations Act or take other action. The Co-op 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 10 of this Bylaw.

9.2 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.

9.3 Vacant Unit

- (a) Following legal protocol, if a unit is vacant and the member(s) has not provided notice as stated in 9.1(a), 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.
- (b) Should members vacate their unit without providing the required notice as stated in 9.1(a) and the Co-op takes possession of the unit, the member's housing charge account will still be invoiced for the full amount of the required notice period along with any related utilities. If payment is not received, the Co-op may take legal action.

9.4 Members No Longer Living in the Co-op

This section applies when a member ceases to live in the Co-op as a principal residence, but other members of the Co-op 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.

9.5 Returning Keys When Vacating Units (Added 1994.09.29)

When moving, members will return their unit and mailbox keys to the Coordinator, the Move-in/Move-out Coordinator, or their designate prior to final inspection. Members have officially vacated their unit only after returning the keys to the Co-op. The Move-in/Move-out Coordinator will be responsible for giving keys to incoming members.

Article 10 The Co-op Evicts a Member

10.1 When the Co-op Can Evict a Member

The Board can evict a member if the member:

- (1) owes housing charges to the Co-op at the time of the Board meeting
- (2) has been repeatedly late in paying housing charges
- (3) has broken the bylaws or disregarded any policies, occupancy agreement or other agreement with the Co-op in a way the Board considers serious, subject to the appeals procedure in section 10.3 of this bylaw, or
- (4) has repeatedly broken the bylaws or disregarded any policies, 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, subject to the appeals procedure in section 10.3 of this bylaw.

The Board can also evict a member if someone the member is responsible for, under the bylaws, policies, occupancy agreement or other agreement with the Co-op has done any of the above.

10.2 How the Co-op Can Evict a Member

- (a) The Board must pass a resolution by majority vote to evict a member.

(The Board can base its resolution on the model Board of Directors Eviction Decision in Schedule F of this Bylaw.)

- (b) Before passing a resolution 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 days before the meeting.

The notice must be signed by the President or Vice-President of the Board.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 10
1993.09.21

- (c) The notice must state:
- (1) the time and place of the Board meeting. It may also state a time when the Board will discuss the member's membership and occupancy rights during that meeting.
 - (2) the reasons for the proposed eviction
 - (3) the member's unit
 - (4) the proposed eviction date, and
 - (5) the fact that the member need not vacate the unit, but that the Co-op may obtain a writ of possession after it ends the member's membership. and occupancy rights.
- (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 figure to be inserted in the notice will be the following number of days after the Board meeting:
- (1) one day in the case of domestic violence
 - (2) thirty days for all other reasons.

The Board can change the eviction date to one which is 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 the members.

(The notice must contain the information in the model Notice to Appear in Schedule E of this Bylaw.)

Windfield Co-operative Homes Inc.
Bylaw 12 Article 10
1993.09.21

- (g) If the Board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within five days of the meeting. The notice must be signed and delivered by the President or Vice- President of the Board.

(The decision may be in the form of the model Board of Directors Eviction Decision in Schedule F of this Bylaw.)

(The eviction notice may be in the form of the model Notice of Board of Directors Eviction Decision in Schedule G of this By-law.)

10.3 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 office within seven 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:
 - (1) call a meeting of the members, giving proper notice, or
 - (2) put the matter on the agenda for another members' meeting.

However, there must be at least fourteen days between the time the notice of appeal is received and the members' meeting to discuss the appeal.

- (d) Everyone who receives notice of the members' meeting 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:
 - (1) the meeting does not pass a resolution to change the decision, or
 - (2) a quorum is not present at the meeting or at the time of the vote.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 10
1993.09.21

- (h) If the appeal is unsuccessful, the member will be evicted two days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the member's meeting can set a later date for eviction.

10.4 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 resolution. This person can:

- (1) give all necessary instructions to the Co-op's lawyers, and
- (2) 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 resolution.

10.5 Performance Agreements

- (a) The Co-op can sign a performance agreement with the member. When a member and the Co-op 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-op may act on the decision. This will include:
 - (1) what the member must do to break the agreement before the Co-op can act on the eviction decision
 - (2) what the Co-op must do before it can act on the eviction decision:
including what notice must be given to the member

Windfield Co-operative Homes Inc.
Bylaw 12 Article 10
1993.09.21

- (b) The performance agreement may state how the member will
 - (1) carry out obligations in the future
 - (2) correct any past problem
 - (3) compensate the Co-op for any losses, and
 - (4) set out what the Co-op 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 10.5 (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 Schedules H and I of this Bylaw.
- (d) If the member breaks the performance agreement, the Co-op 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 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 a resolution of eviction will not be effective if the member:
 - (1) pays the amounts owed, or
 - (2) carries out any acts that the Board states in the resolution within the time period stated in the resolution.

Windfield Co-operative Homes Inc.
Bylaw 12 Article 11
1993.09 21

11.5 Planning Act

This By-law and agreements made pursuant to it will be effective to create an interest in land or give a term of occupancy of twenty-one years or more only if the provisions of Section 49 of The Planning Act are complied with. However, except as to the creation of an interest in the land, this By-law and agreements made pursuant to it will remain in full force and effect, despite any non-compliance with the said provisions.

11.6 Serving Documents

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

- (1) a separate notice will be given to each member being evicted, and to any member who has left the unit
- (2) if a member is absent or evading notice, the notice can be given by:
 - (a) handing it to any apparently adult person at the unit,
 - (b) posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
 - (c) sending it by registered mail to the person at the unit.

11.7 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 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.

Windfield Co-operative Homes Inc.
Bylaw 12 Approvals
1996.10.27

Approvals

October 27, 1996

Amendments to Bylaw 12 of Windfield Co-operative Homes Inc. were confirmed by a two-thirds vote at a meeting of members held on the twenty seventh day of October, 1996.

December 13, 1994

Amendments to Bylaw 12 of Windfield Co-operative Homes Inc. were confirmed by a two-thirds vote at a meeting of members held on the thirteenth day of December, 1994.

September 29, 1994

Amendments to Bylaw 12 of Windfield Co-operative Homes Inc. were confirmed by a two-thirds vote at a meeting of members held on the twenty ninth day of September, 1994.

September 21, 1993

CERTIFIED to be a true copy of Bylaw 12 of Windfield Co-operative Homes Inc., passed by the Board of Directors at a meeting held on the fourth day of August, 1993 and confirmed by a two-thirds vote at a meeting of members held on the twenty first day of September, 1993.

_____ c/s
Secretary

June 16, 1984

The original Occupancy Bylaw (Bylaw 2) was passed and approved as follows:

PASSED by the Board and sealed with the Corporate Seal of the Co-op the 16th day of June, 1984.

CONFIRMED by two-thirds of the votes cast at a General Meeting of the members, the 16th day of June, 1984.