

Kanata Housing Co-operative Homes Inc

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

By-law No. 23

OCCUPANCY BY-LAW

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Article 1: About this By-Law

1.1 Introduction

This By-law states the basic rules for the co-op's housing provision for its members and the fundamental rights and obligations of the co-op and its members.

1.2 Priority of this By-law

(a) Conflict with other by-laws

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

(b) References to other by-laws

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

(c) No unauthorized commitments

No one can commit to anything dealing with occupancy rights on behalf of the co-op unless authorized under this By-law.

1.3 Repeals

(a) By-laws

The following bylaws, or parts of by-laws, are repealed when this by-law becomes effective:

- A. The Occupancy By-law (By-law No. 22)
- B. Kanata Selection and Unit Allocation By-law (By-law No. 12)
- C. Arrears Control By-law (By-law No 20)
- D. Kanata Pet By-law (By-law No. 4)

(b) Policies

This paragraph applies if the co-op has formal Policies passed by the board of directors, confirmed by a members' meeting and attached to the previous Occupancy By-law. Those Policies are not repealed. They will continue in force except as they conflict with this By-law.

1.4 Laws about Occupancy

(a) Main laws

In addition to this, By-laws and specific laws affect occupancy at the co-op. These include the following laws and other government requirements.

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

(b) Changing by-laws

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

1.5 Occupancy Agreement

(a) Standard form

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

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

(b) Who signs

All co-op members who will occupy the unit must sign the Occupancy Agreement.

All members must sign the Appendixes, and any non-member occupants 16 or older.

(c) **Government requirements**

The Appendixes to the Occupancy Agreement can be changed by the board of directors without amending this By-law.

(d) **Occupancy Agreement applies**

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

(e) **Special requirements**

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

1.6 Special Meanings

(a) **Co-op office**

The co-op's office is at **1010 Teron Rd, Kanata, ON K2K 2W4**. When this By-law mentions the “co-op office,” members can refer to that place.

(b) **Eviction**

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

(c) **Government requirements**

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

(d) **Housing charge payment day**

Housing charge payment day is the day on which housing charges are due for that month or the following month.

(e) **Housing charge assistance**

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

(f) **Housing charges**

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

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

(g) **Legal action**

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

(h) **Manager**

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

(i) **Performance agreement**

A “performance agreement” includes an arrears payment or any other agreement drafted by the Board.

(j) **Year**

When this By-law refers to a “year,” it means a consecutive twelve-month period.

(k) **Member in Good Standing**

A Member in Good Standing is a member who has followed the Kanata Co-ops By-laws and has not been required to appear before the Board of Directors for any violation for two (2) years. A member who is not in good standing may not seek or hold any position on the Board of Directors.

(l) **Staff**

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

1.7 Summary of Time Requirements

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

Article 2: Members' Rights

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

The co-op gives members the right to:

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

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

2.2 Primary Residences

Units shall be used only as primary residences for members and their households per this By-law and for no other purpose unless the Board grants specific permission.

Article 3: Members' Contributions

3.1 Housing Charges

(a) **Monthly housing charges**

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

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

(b) **Housing Charge Assistance (Subsidy program)**

The housing charge assistance program will be administered per the Housing Services Act agreement.

Each member receiving housing charge assistance shall provide the Co-op with a statement of income, assets and family size annually or more frequently as may be required

(c) **Other housing charges**

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

- the membership fee of \$10.00 per member (once only)
- monthly housing charges, less any subsidy
- parking charges, if any
- all other amounts a member must pay under this By-law or any of the co-op's by-laws.

(d) **Not included in housing charges**

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

- electricity for a unit
- utilities for a unit (other than electricity)
- telephone for a unit
- internet for a unit
- cable television charges
- insurance on the member's personal property
- the member's personal liability insurance.
- hot water heater rental tank for a unit (applicable to townhouse units only)

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

(e) **Adjusting items in housing charges**

Items included in or not included in housing charges can be changed by a vote of the members at a general meeting. Although the change is also stated in the budget materials, a separate motion should typically be made to approve it.

3.2 Member Involvement

Members must attend all general members' meetings and participate in the co-op's activities.

Each member must participate in the Co-op's activities by attending each annual general meeting and other members' meetings unless prevented by illness or another reason acceptable to the Board.

No partners, spouses, significant others or family members may concurrently sit on any appointed or elected positions within the structure of the Co-op.

3.3 Payment of Housing Charges

(a) **Time of payment**

Housing and parking charges are due before noon on the first business day of the month.

(b) **No cash payments**

Housing charges cannot be paid in cash.

(c) **Pre-authorized payment**

Members can pay housing charges by pre-authorized debit. This is usually more convenient for both members and co-op staff.

(d) **Other ways to pay**

Members can pay by monthly cheque or money order. These have to be delivered to the co-op office. If no one is in the office, they can be put into the co-op office mailbox.

3.4 Other Charges

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

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

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

3.5 Member Deposit

(a) **Paying the member deposit**

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

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

Members must pay a member deposit equal to the market monthly housing charges.

(c) **Returning the member deposit**

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

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

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

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

3.6 Housing Charges Are Per-Unit

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

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

3.7 Housing Charge Assistance

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

3.8 All Charges are Housing Charges

Housing charges include all amounts that the co-op charges to members or that members owe the co-op. The co-op can collect these amounts in the same way as housing charges.

Article 4: Setting Housing Charges

4.1 The Members Set the Full Monthly Housing Charges

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

4.2 Annual Budgets

(a) Operating budget

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

- the total cost of operating the co-op
- a breakdown of the total expected cost in detailed categories
- the full monthly housing charges proposed for each unit or kind of unit

(b) Capital budget

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

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

(c) Approval by members

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

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act* and the by-laws. A copy of the proposed budget must be delivered to each unit five (5) days before the budget meeting. If changes are proposed, the total housing charges for each unit type must be included.

4.4 Changes in Housing Charges

(a) Beginning of changed housing charges

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

(b) Notice of change

Notice of a change in the market housing charges must be delivered to each unit within sixty (60) days. Government requirements may state a period.

Article 5: Members' Units

5.1 Maintenance and Repair

(a) **Responsibility of the co-op**

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

(b) **Appliances**

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

(c) **Responsibility of members**

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

(d) **Co-operation with the co-op**

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

(e) **Reporting problems**

Members must promptly report any problems in their unit to the co-op.

(f) **Maintenance By-law**

The Maintenance By-law No. 8 may provide more details on maintenance and repair responsibilities. The co-op and its members must follow that by-laws.

(g) **Alterations and improvements**

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

(h) **Changing locks**

Members cannot change their locks without advance written permission from the co-op. If a change of locks occurs, you have to give the keys to the new locks or cards,

fobs or other things needed for access. If they don't, the co-op can change the lock, and the member will pay the cost.

(i) **Exterior of unit**

Members cannot install or attach anything to the outside of their unit or the outside doors and windows without advance written permission from the Board of Directors. Examples are satellite dishes and antennas.

(j) **Common elements**

Members cannot put or keep anything in the walkways, driveways, or any other part of the common area without advance permission from the Board of Directors.

(k) **Privacy**

Members cannot install cameras in their units or vehicles that could record persons in public or common walkways, yards or outdoor areas adjacent to other members' units. However, an entrance-focused camera can be installed for security.

(l) **Neglect of responsibilities**

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

(m) **Moving out of the unit**

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

5.2 Privacy

(a) **Permission needed**

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

(b) **Notice of entry**

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

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

(c) **Showing unit**

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

- the members have given the notice to end their membership and occupancy rights

(d) **Time of entry**

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

(e) **One notice per unit**

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

5.3 Damage to Units

(a) **Major damage**

If major damage affects many units, the board of directors will examine the situation and propose a solution. The membership will make the final decision at a members' meeting.

(b) **Other damage**

If only one or a small number of units are damaged, the board of directors will consult with the members living in the units to devise a solution. If those members agree with the board, the board can deal with the situation unless approval from the members is required for expenses beyond the budget. If the members living in the units do not agree with the board, the membership will make the final decision at a members' meeting. The board can prioritize these decisions over the internal and external waiting lists.

(c) **Things to decide**

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

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

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

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

(e) **What is the damage?**

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

5.4 Members' Insurance

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

Article 6: Use of Units

6.1 Residences

This by-law allows units to be used only as private residences for members, their households, and other persons.

6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member can be temporarily absent from the unit as stated in section 6.3, but the unit must remain the member's principal residence during the absence.

6.3 Absence from Principal Residence

(a) Housing charge assistance

This section applies to all members, but special rules can also apply to members who receive housing charge assistance. See section 8.6(a) (Housing charge assistance).

(b) More than a year

Members may not be absent from their units for more than one year in five years without the board of directors advance written approval. The board can choose the five years. Members will be considered absent from their units even if they visit them for short periods. This paragraph applies whether or not other household members continue to occupy the unit.

(c) Notice of absence for less than a year

If a co-op member will be absent from their unit for more than one month, they must give advance written notice to the co-op. If all co-op members in the household will be absent for more than three months, the advance written notice must explain the reason for the absence.

(d) Meet with the board

If the Board of Directors asks a member who will be absent to meet with the Board or someone designated by the Board to give a detailed explanation, the purpose of the meeting is to ensure that the co-op by-laws are followed.

6.4 Related Uses

(a) Related uses permitted

“Related uses” are typical home business uses for using a unit as a member’s principal residence. Members can have one or more related uses if:

- Government requirements, including zoning by-laws, permit the use
- the use does not create disturbance beyond what is appropriate in a residential community like the co-op, such as by too much noise or too many visitors
- the use does not involve excessive demands on co-op utilities and services, such as electricity
- the board of directors permits the use, and
- co-op by-laws are followed

(b) No rooming or boarding houses

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

(c) No rentals

Permitted uses do not include long-term or short-term rentals of a unit or part of a unit. Those uses are prohibited except for guests permitted under Article 8 (Members’ Household and Guests). Co-op units may not be listed on AirBnB or registered with Internet rental services. Co-op units may not be advertised in any other way without advance written approval from the board of directors.

(d) Parking spaces

Rental of parking spaces is prohibited.

(e) Liability

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

(f) Insurance to Related Uses

A member must have all appropriate insurance for a related use, including any insurance needed to meet government requirements and it must be renewed annually.

The member must give the co-op a copy of the insurance policy and any changes yearly. The member will follow any directions from the co-op about the insurance to protect the co-op and the member. Giving the co-op the insurance policy or following the co-op's directions does not transfer the member's responsibility to the co-op.

6.5 No Transfer of Membership or Occupancy Rights

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

6.6 No Profit from Unit

(a) When leaving the co-op

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

6.7 Co-op Insurance

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

Article 7: Behaviour

7.1 Prohibited Conduct

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

7.2 Human Rights

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

7.3 Violence

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

7.4 Domestic Violence

(a) Not tolerated

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

(b) Meaning

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

- a member
- a long-term guest
- a casual guest

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

(c) Protecting a child

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

(d) Rights of the victim

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

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

(e) Right to leave the co-op

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

(f) Board response

The board of directors can issue a Notice to Appear to any member who has committed domestic violence, start an emergency eviction process at the tribunal, and call the authorities for immediate removal. If a non-member engages in domestic violence, the board can take any appropriate steps to remove the non-member from co-op property. The board can issue a No Trespass Notice against any non-member forbidding that person to enter co-op property. The board can issue a No Trespass Notice against any member or non-member forbidding that person to go to the victim's unit or parts of the co-op property near the victim's unit or used by the victim. In all cases, it does not matter whether the domestic violence happened at the co-op or somewhere else.

(g) **Action without complaint**

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

(h) **Procedures**

When the board of directors decides to evict a member, the board has to follow the procedures stated in Article 12 (Dealing with Problems) and Article 13 (Eviction Procedures). When the board removes any approved long-term guest from the co-op, it must follow the procedures stated in section 8.4(d) (Cancelling long-term guest status). In making these decisions or a decision about issuing a No Trespass Notice, it can accept any of the following as proof that domestic violence occurred:

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

(i) **Applying for membership**

If the victim of domestic violence is an approved long-term guest and the person who committed domestic violence was a member and no longer lives at the co-op, the victim can apply for membership under this paragraph. A victim who is accepted for membership under this paragraph may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The victim will not receive the member's housing charge assistance but might be able to apply under government requirements or the co-op's Housing Charge Assistance By-law if it has one.

7.5 Return after Violence

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

7.6 Explanations

Violence and harassment can be based on prohibited grounds under the Ontario *Human Rights Code* or other grounds. Violence, harassment and other prohibited conduct can occur on co-op property or other places, including social media.

7.7 Calling Police and Other Authorities

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

7.8 Acts of Others

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

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

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

7.9 Criticism of Board and Staff

Criticism of the job performance of the board of directors and staff is not harassment or a breach of section 7.1 (Prohibited Conduct) if it is made reasonably and constructively.

Examples of ways that are not reasonable or constructive include:

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

7.10 No Trespass Notices

(a) Prohibited conduct or violence

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

(b) Limits

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

(c) **Right to review**

A member can ask the board of directors to reconsider a No Trespass Notice that affects the member or the member's household or guests. The request to reconsider has to be delivered to the co-op office within five (5) days after delivery or posting of the No Trespass Notice. All co-op members in the household must sign the request. The member will be given at least ten (10) days' written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

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

A member can ask the board of directors to reconsider a No Trespass Notice one year after it was issued or one year after the last requested review—whichever was later. All co-op members in the household must sign the request to reconsider. The member will be given at least ten (10) days' written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

(e) **Enforcing No Trespass Notice**

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

Article 8: Members' Households and Guests

8.1 Basic Requirements

(a) Who is part of a household

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

- a member
- any other members living in the unit
- children of the member who are under sixteen (16) and live in the unit
- children of the member who have turned sixteen and continue to live in the unit, and
- long-term guests are approved by the board of directors under this Article.

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

(b) Guests

A guest is someone staying in a member's unit at the same time as the member or someone in the household for no longer than 14 days. For a stay of longer than 14 days, approval of the board of directors is required.

(c) Who is not part of a household

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

(d) Non-member occupants

Occupants of a unit who are not members have:

- no right to occupy the unit without the members
- no right to occupy any other unit in the co-op
- no right to a place on the co-op's internal waiting list.

8.2 Addition of a Member

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

8.3 Turning Sixteen

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

8.4 Long-term Guests

(a) **Approval needed**

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

(b) **Length of time**

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

(c) **Long-term guest agreement**

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

(d) **Cancelling long-term guest status**

The board of directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen). The board must give at least ten (10) days' written notice to the household members and guests of any meeting where it will be decided. The household members can be present and make submissions with or without a representative. The board must give at least five (5) days' written notice of its decision to the household members and the guest. The board's decision will be final and cannot be appealed to the membership. Only one notice of a meeting or a decision must be given to all members and others in a unit.

(e) **Housing charge assistance calculation**

Long-term guests' income is generally included in household income when housing charge assistance is calculated. If it has one, this is subject to government requirements and the co-op's Housing Charge Assistance By-law.

8.5 Casual Guests

Members can have only a reasonable number of casual guests.

A casual guest may not stay at the co-op for more than three (3) months in any year. Persons will be considered as staying at the co-op even if they are away from the Co-op for short periods. If members wish someone to stay longer, they must ask the board of directors to approve that person as a long-term guest, as stated in section 8.4 (Long-term Guests).

8.6 Absence from Unit

(a) Housing charge assistance

Section 8.6 applies to all members, but special rules can also apply to members who receive housing charge assistance and will not be absent from the co-op.

- Government requirements may state that members absent from their unit will lose their housing charge assistance and will not be reinstated when they return.
- Government requirements may set a maximum time a member can be absent before losing housing charge assistance.
- If the co-op has a Housing Charge Assistance By-law, it may say some of the same things. The housing charge assistance can be suspended without being cancelled during some absences.

Members who receive housing charge assistance and want to be absent from the co-op should find out what this does to their housing charge assistance.

8.7 Evicted Persons

A member cannot permit someone to be a casual or long-term guest without advance written approval from the board of directors if

- that person has been evicted from the co-op or has left after a Notice to Appear was issued or
- that person has left the co-op owing money to the co-op or
- that person has left the co-op after an accusation of domestic violence against that person or
- that person was a long-term guest, and the co-op took steps to terminate that status.

The co-op may treat that person as a trespasser and remove them from the property. The member who permits that person to be on the co-op's property will be considered in default under this by-law.

Article 9: Household Size

9.1 Purpose of Household Size Requirements

The co-op has established minimum household size rules to balance its obligation to use its property efficiently and its members' right to long-term security in their units.

9.2 When Household Size Rules Apply

The minimum household size rules in this Article apply in the following situations:

(a) **New members**

A household cannot be allocated a unit and moved into the co-op unless its size meets the minimum requirement for that unit.

(b) **May choose to move**

A household may choose to move to a different unit that meets the minimum requirement or close to it.

(c) **Internal Waiting List**

The Co-op shall maintain a waiting list of members occupying units who want to change their unit. As units become available, the board will decide how to allocate them.

(d) **Splitting a household**

A member cannot move to a new unit while another member remains in the old one unless the household size of each unit meets the minimum requirement.

(e) **When a household is reduced in size**

Section 9.4 (Not Meeting Minimum Household Size) applies if a household member stops occupying a unit and the remaining members do not meet the minimum requirement for the unit.

9.3 Minimum Household Size

The minimum number of persons for each of the co-op's unit types is:

- one-bedroom 1 persons
- two-bedroom 2 persons
- three-bedroom 3 persons

9.4 Not Meeting Minimum Household Size

(a) **When this section applies**

This section applies when household size no longer meets the minimum requirement for the unit that the household occupies. This could be because a household member gave the co-op a written notice of withdrawal, stopped living in the co-op as a principal residence or because an occupant died.

(b) **Requirement to move**

The remaining household may be asked to move to a unit that meets the minimum requirement if the co-op has one.

(c) **Offering unit**

The board of directors may offer the remaining household a unit as a priority on the internal and external waiting lists. The board can postpone offering an available unit if the board decides that someone ahead of the remaining household on the waiting list should get that unit.

(d) **Health issues**

The board of directors can decide that someone should not move under this section for legitimate documented health reasons.

9.5 Reporting Change in Household Size

If the number of persons in a member's household changes, the member must give written notice to the co-op office within ten (10) days, including the names of the persons involved. This applies whether or not the persons who left or arrived are co-op members.

9.6 Housing Charges Assisted Households

Subsidized households must meet any household size standards and other rules in government requirements. These are in addition to what is stated in this Article.

Article 10: How Members Withdraw from the Co-op

10.1 Membership and Occupancy are Linked

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

10.2 Ending Membership and Occupancy

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

(a) **Last day of a month**

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

(b) **60 days' notice**

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

(c) **February and March**

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

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

(d) **Not enough notice**

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

(e) **No withdrawal of notice without consent**

Members cannot withdraw a notice of termination without the written consent of the board of directors. The board can refuse to allow members to withdraw a notice of termination. The board's refusal will be final and cannot be appealed to the membership.

(f) **Vacating early**

If all persons in the household vacate the unit earlier than the termination date, the

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

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

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

10.3 Part of Household Ends Membership and Occupancy

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

(a) **Notice procedure**

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

(b) **When the procedure is not followed**

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

(c) **Notice by remaining household**

The members who continue to occupy the unit must notify the co-op in writing within ten (10) days after one of the members stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

(d) **Housing charge assistance**

Government requirements may state what happens when one person no longer occupies the unit. Unless it states something else, the remaining household members will not be entitled to the housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to emergency housing charge assistance if available under the co-op by-laws and subject to any applicable government requirements.

10.4 Death of a Member

(a) **Membership and occupancy rights end**

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

(b) **If no other members occupy the unit**

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

(c) **If other members occupy the unit**

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

(d) **Approved long-term guests**

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

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

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

10.5 Vacant or Abandoned Unit

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

Article 11: Dealing with Arrears and Late Payment

11.1 Eviction for Arrears or Persistent Late Payment

The board of directors can start the eviction process if the member owes housing charges to the co-op or is persistently late in paying the housing charges.

11.2 Non-Payment and Late Payment

(a) Procedures

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

(b) Late payment letter

The manager will send a late payment letter to each member who did not pay housing charges in full. The letter will typically be sent the day the housing charges are due. Only one letter must be sent to all members and others in a unit.

(c) Notice to Appear

The manager will give the Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement. This will typically be done on the seventh day after the housing charge payment day.

(d) Persistent late payment

Late payment of housing charges more than three times a year is considered persistent, resulting in a Notice to Appear for Arrears and Persistent Late Payment.

(e) Advance notice of lateness

If a member cannot pay housing charges for legitimate reasons or due to financial hardship, the member must let the manager know *before* the housing charge payment day. The manager will decide if the reasons are legitimate. In that case, the manager may arrange an arrears payment agreement if permitted under section 11.6 (Arrears Payment Agreements), or a request for an arrears payment agreement may be submitted to the board of directors.

11.3 Replacement Payment

(a) **Failed Payment**

A “failed payment” includes:

- A cheque is returned to the co-op by the bank or financial institution due to NSF (insufficient funds), stop payment, closed account, or other reasons.
- Payment is not made to the co-op under a pre-authorized debit plan, pre-authorized payment plan or other pre-authorized plan.

The reason does not matter if the funds are unpaid or credited to the co-op.

(b) **Replacement payment required**

A member must replace a failed payment within two (2) business days of being notified by the co-op (not counting weekends or public holidays). Only one notice must be given to all members and others in a unit. A failed payment must be replaced by a certified cheque or money order, or the payment must be made by debit card, if available at the co-op.

(c) **Notice to Appear**

If the member does not replace the failed payment as required under paragraph (b), the manager will give the member a Notice to Appear.

(d) **Future payments**

If the members in a household have two (2) failed payments within a year, then for the next year, the members must pay housing charges by certified cheque, money order or debit card, if available at the co-op. The co-op will not accept payment in any other form.

11.4 Late Payment and Failed Payment

(a) **Late payment charges**

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

(b) **Failed payment charges**

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

(c) **Charges are arrears**

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

(d) **Crediting payments**

Money received from members will be credited first to amounts owing to the co-op other than regular monthly housing charges and then to regular monthly housing charges.

11.5 Directors in Arrears

(a) **Directors' arrears policy**

If directors are in arrears, it:

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

(b) **No director arrears**

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

(c) **Procedure for director arrears**

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

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

(d) **Arrears payment agreements**

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

11.6 Arrears Payment Agreements

(a) **Before Notice to Appear**

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the board of directors, or an eviction decision has been made and is

still outstanding. In that case, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).

(b) **Limits of manager's authority**

The manager has the authority to approve the first request from a household for an arrears payment agreement made in a year as long as the agreement provides for full payment within 60 days in addition to the regular housing charges within that time.

(c) **Board approval needed**

Approval by the board of directors is required:

- for additional arrears payment agreements within a year
- for an arrears payment agreement when the total payment is not paid within 60 days

(d) **Procedure for additional arrears payment agreements**

If a member requests an additional arrears payment agreement within a year, the manager will submit the request to the board of directors and the payment terms the member suggests. If the member has arrears or is deeper into arrears before the board considers the request, section 11.2(c) (Notice to Appear) applies. In that case, the manager will issue a Notice to Appear in addition to submitting the request.

(e) **Limits**

Generally, the co-op will not approve more than one (1) arrears payment agreement for a household in a year or an arrears payment agreement where full payment will not be made within 60 days.

(f) **Non-payment**

If a member does not make the payments stated in an arrears payment agreement, the manager will give each co-op member in the household a Notice to Appear. This does not apply if the arrears payment agreement states something else.

11.7 Notice to Appear for Arrears or Persistent Late Payment

(a) **Issuing Notice to Appear**

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

(b) **Termination date**

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

Article 12: Dealing with Problems

12.1 Eviction

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

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

12.2 Notice to Appear

(a) **When Notice to Appear required**

A Notice to Appear must be given to a member before the board of directors can decide to evict the member. It must be given at least ten (10) days before the board meeting where it will be considered.

(b) **Information in Notice to Appear**

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

(c) **Additional information**

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

(d) **Termination date in Notice to Appear**

The proposed termination date in the Notice to Appear will be ten (10) days after the Board of Directors meeting or later. If there is a right of appeal to the membership under this By-law, the proposed termination date in the Notice to Appear will be at least twenty (20) days after the board meeting.

12.3 Deciding to Give a Notice to Appear

(a) **No prejudice**

The board of directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudge the situation. It cannot be concluded that an evicting process has started without following the Notice to Appear process in this By-law.

(b) **Other by-laws may apply**

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

12.4 Co-op Limits

(a) **Factors to consider**

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

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

(b) **No co-op liability**

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

Article 13: Eviction Procedures

13.1 Board Meeting on Notice to Appear

(a) **Member and representative can attend the meeting**

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

(b) **Continuing meeting**

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

(c) **Making a decision**

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

(d) **Date of termination**

The decision can state a termination date (occupancy and membership rights) later than the proposed date in the Notice to Appear.

(e) **Notice of decision**

Written notice of a decision to evict must be given to the member within ten (10) days after the board of directors meeting. Schedule G or Schedule H attached to this By-law can be used for the notice. The Notice should typically include a copy of the eviction decision.

Article 14: Alternatives to Eviction

14.1 Alternatives

The board of directors can take steps to deal with issues without starting the eviction process (cancelling the occupancy or membership rights). These could happen after a Notice to Appear was issued or without a Notice to Appear. Some examples are:

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

14.2 Conditional Eviction Decisions

When the board of directors considers a Notice to Appear, it can decide to start the eviction process or cancel it and reinstate the member's right if the member meets the conditions stated in the decision.

14.3 Performance Agreements

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

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

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

14.4 Information to Others

(a) **Limited information**

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

(b) **What can be disclosed**

A performance agreement can state what information can be given to other people. If it does not state, the board of directors can decide to disclose that there is a performance agreement but no information that led to the agreement.

(c) **Example**

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

14.5 Non-Performance by Member

(a) **If a member breaks conditions in an eviction decision**

If a member does not perform the conditions stated in a conditional eviction decision, the co-op can proceed with the eviction. The board of directors can decide to proceed, or the manager can be authorized. The decision will be final and cannot be appealed to the membership. The member will be given at least ten (10) days' notice of the decision. The notice must state the termination date and details of the breach of the conditions. The member's membership and occupancy rights end at the end of the notice period.

(b) **If a member breaks the performance agreement**

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

14.6 Authorization of Performance Agreements

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

Article 15: Appeals to Membership

15.1 When a Member Can Appeal

A member can appeal a Board of Directors eviction decision to the membership if the grounds of termination are not:

- Arrears
- Persistent late payment
- Domestic violence
- An act involving drugs or violence
- An illegal act, or
- An act or failure to act that impairs the safety of others.

15.2 How to Appeal

(a) Notice of appeal

A member who wants to appeal must give written notice to the co-op office within seven (7) days after notice of the eviction decision was given.

(b) Member's statement

A member who appeals can include a written statement with the notice of appeal. The board of directors will give a copy of the statement to each member with the notice of meeting or separately before the meeting. This paragraph is limited by the *Co-operative Corporations Act*.

(c) Board statement

If the member delivers a written statement that is distributed to the membership, the board of directors can deliver a written statement in response.

(d) Date of members' meeting

The members' meeting to decide on the appeal must be at least fourteen (14) days after receiving the notice of appeal. The board of directors can call a special meeting to decide on the appeal or put the appeal on the agenda for another members' meeting.

15.3 Appeal Information

(a) **Limited information on the agenda**

When an eviction appeal is on the agenda for a members' meeting, the agenda will only state that there is an appeal, the name of the member or members who appealed, the unit address and a short statement of the grounds for eviction.

(b) **Information package**

The co-op will prepare an information package that includes only:

- The Notice to Appear, including anything attached to it
- The eviction decision
- The member presented other written information or anyone else at the board of directors meeting who made the decision.

The information does not include a member's statement referred to in sections 15.2(b) (Member's Statement) and 15.2(c) (Board Statement). Those sections will apply if the member delivers a statement under them. To protect the co-op's liability, ensure the member signs off on shared information.

(c) **Personal information about others in the information package**

The board of directors may omit names and personal information about others from the information package unless those persons consent to include that information.

(d) **Available at the office and members' meeting**

Members may come to the co-op office during ordinary office hours after the agenda is delivered and before the members' meeting to read the information package. The information package will be available to all members at the meeting. Copies may not be made except by the co-op and the member who appealed.

(e) **Request to distribute information**

The information package will not be distributed in advance of the meeting unless the member who appealed requests it before delivery of notice of the meeting. In that case, the Notice to Appear and eviction decision will be distributed, but the board of directors may decide not to distribute some or all of the other information.

(f) **Disclosure at members' meeting**

Discussion at the members' meeting will generally be limited to things mentioned in the information package. If the member or member's representative brings up other things, then the board of directors or staff can disclose other relevant information, including personal information about the member.

(g) **Personal information about others at members' meeting**

If anyone wishes to raise personal information about others not in the information package, section 17.1(b) applies (When members raise things about someone else). This may limit the information stated by the board of directors, staff or member who appealed.

15.4 Procedure at Members' meeting

(a) **Chair**

The board of directors will decide whether the meeting will be chaired by the president, another director or an outside person.

(b) **Member and representative can attend the meeting**

The member who appealed has the right to attend and vote at the members' meeting. The member can have a lawyer or other representative attend the meeting. The member and any representative can speak at the meeting. They can also deliver written statements at the meeting.

(c) **No taping**

People present at the meeting can take notes but cannot record the meeting, whether by tape or any other device.

(d) **Secret ballot**

Voting on motions about the eviction decision will be by secret ballot. This does not include procedural motions, such as a motion to end debate.

(e) **Quorum**

The quorum at the meeting will be the regular quorum as stated in the Organizational By-law. If the quorum is not present thirty (30) minutes after the meeting is scheduled to start, or a quorum is not present at the time of the vote, the Board of Directors' decision is confirmed. The meeting cannot be continued at a later date.

(f) **Membership decision**

The members' meeting can confirm the board of directors eviction decision or replace it with any other decision the board could have made. This includes changing any terms and conditions for a performance agreement or a conditional eviction. A simple majority vote is needed. The board's decision is confirmed if the meeting does not pass a motion to change the board's decision.

(g) **Effective date of the decision**

If a member appeals an eviction decision made by the Board, the decision is not effective until the appeal is decided or dropped. If the appeal is not successful, the termination date will be the latest of the:

- the second day after the members' meeting
- the date stated in the eviction decision
- a later date decided by the members at the meeting.

Article 16: Legal Action

16.1 Enforcing Eviction Decisions

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

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

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

16.2 Membership Rights on Eviction

(a) When membership ends

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

(b) When membership restored

Membership rights are restored when the person has met the required specifications (occupant has paid the arrears owed or the conditions outlined in the Performance Agreement) per the *Co-operative Corporations Act* and the *Residential Tenancies Act*. The occupant can attend co-op meetings as a member, vote or run for the board of directors.

If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They must be re-elected to the board or appointed to fill a vacancy.

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

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

(d) **When a new Notice to Appear is not needed**

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

- repeat breaches within six (6) months referred to in subsection 94.2(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights)
- breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in subsection 94.11(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights).

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

16.3 Rights Not Cancelled

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

- Accepting arrears or compensation
- Sending reminders or other letters, even if incorrectly addressed “Dear Member” or similar
- Recalculating housing charge assistance
- Making any error on a member ledger or other document
- Accepting a cheque or other item marked “Payment in Full” or anything similar
- Doing anything else except as stated at the beginning of this section.

16.4 Co-op Costs

The co-op has the right to recover full indemnity costs (legal fees and costs).

Article 17: Miscellaneous

17.1 Personal Information to Membership

(a) When members raise things about themselves

If a member appeals to a board of directors' decision under the co-op by-laws or raises something at a members' meeting involving the member's personal information, the board can disclose other relevant personal information about that member.

(b) When members raise things about someone else

A member cannot appeal a board of directors' decision under the co-op by-laws about another person or raise something at a members' meeting involving personal information about another person unless the other person has given written approval. The member must show written approval to the chair of the meeting. Any member may examine it. If the written approval is given, the chair can allow members to discuss that personal information and the board and staff can disclose other relevant personal information about the person. If that person does not give approval, the appeal or discussion is out of order.

(c) Appeal information

If a member distributes written information to the membership about an appeal under the co-op by-laws or other decisions involving their personal information, the board of directors can disclose other relevant personal information about that member. The same applies if the co-op must distribute the information under section 15.2(b) (Member's statement) of this By-law.

17.2 Legal Actions against Co-op

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

17.3 External Complaints

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

17.4 Co-op Employees

(a) Not members

A permanent co-op employee cannot be a member or live in a member's household.

(b) Live-in staff

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

17.5 Non-Member Units

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

17.6 Non-Members in a Member Unit

Parts of this By-law apply to non-members living in a member unit. The board of directors may take any action permitted by law when dealing with non-members occupying a member unit.

17.7 Proof

(a) When required

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

- that the member's unit is the member's principal residence
- that the member is not profiting from any arrangement with guests
- the member's household composition
- the member's household income if the member receives housing charge assistance

(b) **Member response**

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

17.8 Serving Eviction Documents

(a) **Ways to serve documents**

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

- handing it to the member
- handing it to an adult person in the unit
- leaving it in the mailbox where mail is ordinarily delivered to the member
- mailing it to the last known address where the member lives

(b) **When mailed**

Notices and documents mailed to a member are considered delivered or served on the fifth (5) day after the mailing.

(d) **Electronic mail**

Notices and documents under Article 3 (Members' Contributions) and Article 4 (Setting Housing Charges) can be given by electronic mail to members who have signed a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents sent by e-mail are considered delivered at the time of sending. Members can change their e-mail addresses by notifying the co-op. Members can also cancel their consent to receive e-mail notices. A separate consent form does not have to be signed if the members have signed a consent form under the Organizational By-law.

(e) **Single notice**

Each unit must receive only one notice or copy of a document under Article 3 (Members' Contributions) or Article 4 (Setting Housing Charges).

17.9 Signing Schedules for Co-op

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

17.10 Minor Errors, Omissions or Irregularities

As stated in the Co-operative Corporations Act, a minor error, omission, or irregularity will not affect any decision the board of directors and members make.

17.11 Starting Date for this By-law

This By-law will go into effect on the date the membership confirms it.

Article 18: Electronic Participation

18.1 Electronic participation

(a) Notice to Appear

When the board of directors considers ending a member's membership and occupancy rights, the meeting can have.

- in-person or electronic attendance (if necessary)
The board can decide on each situation

(b) Special meaning

In this By-law, "electronic" or "electronically" means transmitting information or data by telephone or in other electronic or technological ways, including phone calls, voicemail, fax, e-mail, automated touch phone system, cell phone, computer or computer networks.

(c) Electronic meetings

When meetings are held electronically or have electronic participation, people who attend electronically must be able to participate reasonably. They are present at the meeting for all purposes.

(d) How to connect

If electronic attendance is allowed or required, the Notice to Appear has to state the details of how the member and the member's lawyer or other representative can connect and participate.

(e) Member's request

On request, the board may permit a member or a member's lawyer or other representative to participate electronically, even if electronic attendance was not

stated in the Notice to Appear. In that case, details on connecting and participating will be given within a reasonable time after the request.

18.2 Continuing a meeting on a Notice to Appear

The meeting to consider a Notice to Appear can be continued on another date without a new Notice to Appear only if the time and place to continue the meeting are announced at the original meeting, together with instructions for attending and participating electronically if applicable. If the member is absent at the time of the announcement, the board may notify the member that no decision was reached on the original date and notice of the continued meeting.

**Schedules
and
Attachments**

Schedule A: Occupancy Agreement

Kanata Co-operative Homes Inc.

Names of Members: _____

Unit Address: _____

Date of Occupancy: _____

Conditions of Occupancy:

1. The co-op gives the member the right to occupy a unit, to use the parking space, and the co-op's shared facilities.
2. I understand that the unit will be the member's principal residence and personally occupy it.
3. I understand that the co-op cannot guarantee a smoke-free environment.
4. I understand that as a member of the co-op, I must not harass, obstruct, coerce, threaten, or interfere with any member of the community, which includes all the residents, visitors, and co-op personnel.
5. I understand that as a member, I must have and maintain all mandatory insurance requirements in good standing.
6. I understand I am responsible for keeping my unit in good repair and fit for habitation.
7. I will undertake to promptly report any equipment failure to the co-op, including mechanical, plumbing, electrical or other.
8. I acknowledge that co-op employees and external contractors have the right to enter per the Occupancy Bylaw Article 5.2 Notice of Entry to conduct an annual inspection and make necessary repairs.
9. The main terms of occupancy rights and obligations are contained in the Occupancy By-law.

10. 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 notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. I will be bound by these changes even if I disagree with them.

Fees:

1. I understand I am responsible for paying the lifetime membership fees, the member deposit and the first month's housing charges as per Appendix A.
2. I understand I am responsible for paying my housing charges by noon on the first (1) business day of each month.
3. If payment defaults or is late, I understand I am responsible for paying a \$50 NSF fee or \$50 in late payment fees.

Regulations:

1. I acknowledge receipt of a copy of the Occupancy By-law and policies.
2. I understand that I am subject to and must abide by the bylaws and policies.
3. I understand that I am subject to and must abide by ALL municipal, provincial, and federal legislation and regulations.
4. I understand that failure to comply with the terms and conditions of this agreement shall be grounds for a Performance Agreement or eviction.

Termination of Agreement:

1. I understand that termination of this agreement will require 60 – DAY WRITTEN NOTICE. The notice must be given before or on the last business day of the month. If the 60-day notice is not given, I will be charged for the aforementioned days.

Access to Information and Liability:

1. The co-op manager or someone appointed by the Board of Directors shall be authorized to hold information about me and my household. The co-op confidentiality policy is to protect that information and only use or disclose it as necessary or appropriate.

If the co-op's by-laws conflict with this Agreement, the by-laws take precedence.

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

I understand that by signing below, I verify that I have read, understood, and agree to the above terms and conditions.

Signature(s) of Member(s):

_____ Date: _____

_____ Date: _____

_____ Date: _____
For Kanata Co-operative Homes Inc.

_____ Date: _____

Print Name: _____ **Title:** _____

Appendix A: Member Charges

Kanata Co-operative Homes Inc.

Unit address: _____

Date of the charges in this form: _____

Total monthly housing charges	\$	_____
LESS housing charge assistance (if any)	\$	_____
Monthly housing charges	\$	_____
Your total monthly housing charges are	\$	_____
Your member deposit is	\$	_____

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

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

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

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

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

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

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

**Appendix B: Household Members
Kanata Co-operative Homes Inc.**

Unit address: _____

Date of this form: _____

List the names of each member in the unit.

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

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

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

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

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

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

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

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

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

Appendix C: Housing Charge Assistance Terms
Kanata Co-operative Homes Inc.

Names of members: _____

Unit address: _____

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

Basic rules:

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

Giving information:

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

Ending assistance:

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

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

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

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

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

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

Appendix D: Special Needs Unit Terms

Kanata Co-operative Homes Inc.

Names of members: _____

Unit address: _____

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

Basic rules:

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

Updating information:

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

Losing eligibility:

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

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

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

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

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

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

Schedule B: Long-term Guest Agreement

Kanata Co-operative Homes Inc.

All members and long-term guests must sign.

Names of members: _____

Names of long-term guests: _____

Unit address: _____

Start Date: _____

Terms of agreement:

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

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

To members: _____

Address of member unit: _____

The board of directors will consider ending your membership and occupancy rights and evicting you.

The board of directors will consider whether you have broken section 11.1 (Eviction for Arrears or Persistent Late Payment) of the Occupancy By-law and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

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

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

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

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

IN-PERSON ATTENDANCE ONLY

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

ELECTRONIC ATTENDANCE ONLY

Time and date of board meeting: _____

Instructions for attending: Click on link:

Password:

Phone Number in case of problems:

Time for connecting: _____

IN-PERSON OR ELECTRONIC ATTENDANCE

Place of board meeting: _____

Time and date of board meeting: _____

Instructions for attending: Click on link:

Password:

Phone Number in case of problems:

Time for connecting or arrival: _____

Proposed termination date: _____

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

- (a) **Housing charges owing:** \$ _____ as of _____
- (b) **Persistent late payment**

Attachments: Copy of Member Ledger as of _____

Other _____

Signature:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Kanata Co-operative Homes Inc.

Schedule D: Notice to Appear

Kanata Co-operative Homes Inc.

To members: _____

Address of member unit: _____

The board of directors will consider ending your membership and occupancy rights and evicting you.

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

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

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

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

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

<p><i>IN-PERSON ATTENDANCE ONLY</i></p> <p>Place of board meeting: _____</p> <p>Time and date of board meeting: _____</p> <p>Time for arrival: _____</p>
--

ELECTRONIC ATTENDANCE ONLY

Time and date of board meeting: _____

Instructions for attending: Click on link:

Password:

Phone Number in case of problems:

Time for connecting: _____

IN-PERSON OR ELECTRONIC ATTENDANCE

Place of board meeting: _____

Time and date of board meeting: _____

Instructions for attending: Click on link:

Password:

Phone Number in case of problems:

Time for connecting or arrival: _____

Proposed termination date: _____

Grounds of termination:

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

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

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

Signature:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Kanata Co-operative Homes Inc.

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before “Place of the board meeting.”)

You may appeal the board's decision at a general meeting of the members.

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

Kanata Co-operative Homes Inc.

Members: _____

Address of member unit: _____

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

Background:

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

Decision:

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

Reasons:

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

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

This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

Additional decision, if any:

[Member did not follow signed performance/payment agreement Schedule I]

Date of the board meeting: _____

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

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

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Housing charges owing at the time of the board meeting:

\$ _____ as of _____

Termination date: _____

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

Signature:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Kanata Co-operative Homes Inc.

Schedule F: Board of Directors Eviction Decision
Kanata Co-operative Homes Inc.

Members: _____

Address of member unit: _____

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

Background:

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

Decision:

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

Reasons:

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

Additional decision, if any:

Date of board meeting: _____

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

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

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Termination date: _____

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

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

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

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

Signature:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

*Print name:
Kanata Co-operative Homes Inc.*

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

Kanata Co-operative Homes Inc.

To members: _____

Address of member unit: _____

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

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

Additional decision, if any:

Date of the board meeting: _____

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

\$ _____ as of _____

Termination date: _____

Signature:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Kanata Co-operative Homes Inc.

Schedule H: Notice of Eviction Decision
Kanata Co-operative Homes Inc.

To members: _____

Address of member unit: _____

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

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

Additional decision, if any:

Date of the board meeting: _____

Termination date: _____

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

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

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

Signature:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Kanata Co-operative Homes Inc.

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before “Additional decision, if any.”)

You may appeal the board's decision at a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Schedule I: Performance Agreement Arrears or Persistent Late Payment
Kanata Co-operative Homes Inc.

Members: _____

Address of member unit: _____

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

Date of the board meeting: _____

Date of this Agreement: _____

Housing charges owing at the date of this Agreement: \$ _____

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

The member

- admits that the co-op is owed the housing charges stated in this Agreement.
- admits that the member has persistently paid their housing charges late
- agrees to pay the entire amount owing as follows:

- agrees to make these payments to the co-op office by 4:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 4:00 p.m. on the next business day
- agrees to pay all monthly housing charges on or before the payment day during each month from the date this agreement is signed.
- agrees to make all arrears and monthly housing charge payments by certified cheque, money order, or debit card (if available at the co-op). This will apply until all arrears are paid.
- agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

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

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

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

>>> ***(OR)***

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

>>> ***(OR)***

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

Signatures:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Kanata Co-operative Homes Inc.

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Schedule J: Performance Agreement

Kanata Co-operative Homes Inc.

Members: _____

Address of member unit: _____

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

Date of the board meeting: _____

Date of this Agreement: _____

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

The member

- admits that the following is true: _____

_____ .
- agrees to: _____

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

_____ .

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

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

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

>>> ***(OR)***

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

>>> ***(OR)***

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

Signatures:

Kanata Co-operative Homes Inc.

Date: _____

By: _____

Print name:

Kanata Co-operative Homes Inc.

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Attachment A: Summary of Time Requirements and Examples

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

Housing charge payment day

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

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

September 1 is a Sunday.

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

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

Budget

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

Example: Budget meeting is June 16.

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

Changed housing charges

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

Example: The budget meeting is on June 16, and members have approved a change.

July is the first month after the decision.

August is the second month after the decision.

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

Notice of entry

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

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

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

Showing unit

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

Example: Member has withdrawn from co-op effective June 30.
Potential new member to look at the unit at 7:00 p.m. June 16.
Notice must be given by 7:00 p.m. on June 15.

Year

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

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

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

Therefore, guests cannot do this without board approval.

Change in household size.

9.5 Members must give notice to co-op within 10 days.

Example: The child gets married on May 14 and leaves home permanently.
The last day for notice to co-op is May 24, 2014.

Withdrawing from co-op

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

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

The notice must be delivered to the co-op office on or before May 1.

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

— 30 days in June (counting June 30).

— Total 60

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

The notice must be delivered to the co-op office on or before July 2.

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

— 31 days in August (counting August 31).

— Total 60

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

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

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

Death of a member

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

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

Notice to Appear for arrears.

11.2(c) Notice to Appear to be given by the manager on the seventh day after the housing charge payment day.

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

Delivery of Notice to Appear to member

11.7(a) or 12.2(a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16.
The last day to give notice to members is June 6.

Proposed termination date in Notice to Appear

11.7(b) or 12.2(d) 10 days after board meeting.

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

Proposed termination date in Notice to Appear if there is a right of appeal

12.2(d) 20 days after board meeting.

Example: Board meeting is Monday, June 16.

The day to put in the notice is Sunday, July 6. (It can be a non-business day.)

Delivery of notice of board eviction decision to the member

13.1(e) Within ten (10) days after the board meeting.

Example: Board meeting is Monday, June 16.

The last day to deliver to the members is Thursday, June 26.

Member breaks performance agreement or condition in eviction decision.

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

Example: Member misses payment due on June 16.

Notice is given to members on Tuesday, June 17.

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

Appeal to membership

15.2(a) Member must give written notice to the office within seven days after notice of eviction decision was given.

Example: Notice of eviction decision given on Monday, June 16.

The last day to deliver the appeal notice is Monday, June 23.

15.2(b) Members' meeting must be at least 14 days after receiving the appeal notice.

Example: Notice of appeal received on Monday, June 23.

The earliest day for the members' meeting is Monday, July 7.

15.4(g) If the appeal is not successful, the termination date is the second day after the meeting (unless the membership changes it).

Example: Members' meeting is Tuesday, July 8.

Termination date is Thursday, July 10.