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NEILSON CREEK HOUSING CO-OPERATIVE

INCORPORATED

BY-LAW NO. 2

OCCUPANCY BY-LAW

## BY-LAW NO. 2

A By-law relating to the  
rights and obligations of the Co-operative  
and its resident members.

BE IT ENACTED as a By-law of NEILSON CREEK HOUSING CO-OPERATIVE INCORPORATED (herein called the "Co-op") as follows:

WHEREAS the Co-op has been formed for the purpose of providing accommodation to its resident members and it is desired to set out the terms on which such accommodation will be provided and the rights and obligations of the Co-op and the resident members;

AND WHEREAS by virtue of Ontario regulation 1008/76 Non-Profit Co-operative Housing Corporations are exempt from the provisions of Part IV of the Landlord and Tenant Act, and by virtue of Section 4(d) will be exempt from the provisions of The Residential Tenancies Act;

AND WHEREAS the requirements of a Non-Profit Co-operative Housing Corporation must be set out in the Charter or By-laws of the Co-op, and it is desired to set some of them out in this By-law;

## ARTICLE I - CO-OP'S RELATIONS WITH MEMBERS

### 1. MEMBERSHIP

The Board of Directors may accept persons having the qualifications set forth in the membership Policy attached hereto as Schedule "A" for membership in the Co-op. The membership of such persons shall commence when they have been accepted by the Board, have complied with paragraph 2, and have taken possession of their allocated units.

### 2. ADMISSION OF MEMBERS TO OCCUPANCY

Where a person has been accepted for membership and allocated a Unit of housing in the Co-op, prior to taking occupancy such person shall sign the Occupancy Agreement and make all payments required by the By-laws.

### 3. TERMS OF OCCUPANCY

The Terms of Occupancy of Units of housing in the Co-op by members shall be those set out in the Articles of Incorporation, Bylaws, Rules and Regulations and Occupancy Agreement of the Co-op. The Occupancy Agreement attached to the front of this By-law is hereby adopted as the Occupancy Agreement of the Co-op and is incorporated herein. The Co-op, its officers and members shall observe all the terms of the Articles of Incorporation, By-laws, Rules and Regulations and Occupancy Agreement and be bound thereby (whether or not any particular member has signed an occupancy agreement).

### 4. PRIORITY

This By-law shall have priority over any other By-law of the Coop and any By-laws, resolutions, or policies previously passed are hereby repealed or amended to give effect to the provisions of this Bylaw. Wherever there is a conflict between this By-law and any other By-law, resolution, policy, agreement or oral statement of the Co-op, this By-law shall govern. No one has any authority to commit the Co-op to any term of occupancy or agreement respecting occupancy, except in accordance with this By-law. Notwithstanding the above, the provisions of the Co-operative Corporations Act, where applicable, shall have priority over the Articles of Incorporation, By-laws and Rules and Regulations of the Co-op.

### 5. NON-MEMBER OCCUPANTS

This By-law shall apply to all occupants of the Co-op who are members (herein called "resident members"). If the Co-op has any commercial tenants, or residential tenants who are not members, the relationship between the Co-op and such persons shall be on the basis of leases or contractual arrangements entered into between them and the Co-op, with the approval of the Board. In granting such leases, dealing with such persons, or terminating their relationship with the Co-op, the Board shall act in accordance with the applicable sections of The Landlord and Tenant Act or The Residential Tenancies Act, whichever is applicable, and shall not be obliged to follow the procedure set out in this By-law with respect to resident members.



## ARTICLE II - MEMBERS' RIGHTS

### 6. EXCLUSIVE POSSESSION

A resident member of the Co-op shall be entitled to exclusive possession of his/her unit, to the use in common with other members of the common facilities applicable to his/her unit, and to the use of any parking space or garage allocated to him/her. The Co-op shall permit him/her quiet enjoyment thereof in accordance with the Articles of Incorporation, By-laws and Rules and Regulations of the Co-op. An area sixteen feet by the width of the unit shall be designated as belonging to that unit as a backyard. All other areas shall be designated as being common area.

## ARTICLE III - MEMBERS' CONTRIBUTIONS

### 7. PARTICIPATION AND PAYMENTS

Each member shall make the following contributions to the Co-op where applicable:

The lifetime Membership fee of \$10.00 per member;  
Participation;  
Monthly Housing Charge;  
Last Month's Housing Charge;  
Maintenance and Security Guarantee;  
Other charges that members must pay under any of the Co-op's bylaws;  
Additional charges which may be payable because of the member's breach of any of his/her obligations under this By-law.

#### 8.1 PARTICIPATION

- a) Mandatory attendance of every member of each household at all general, annual and special meetings of the Co-op, unless prevented by illness, duties of their employment, or other cause beyond their control, or unless excused by the Board. Members shall sign in.
- b) Mandatory attendance of every member of each household at each spring and fall clean up. Members must sign in.
- c) Mandatory for at least one member of each household to serve on the Board, a committee or time in work parties or other short term tasks which may require volunteers from time to time when such work is required or vacancies exist. Time for work parties or other short term tasks shall be at least 4 hours per month when such work is required.
- d) Every member shall indicate their areas of interest in 1 or more of the services as described in the above subparagraph 3.

## 8.2 SABBATICAL

- a) Each member is allowed a sabbatical of 1 year from serving on the Board, committees, work parties or other short term tasks after serving for at least 1 year on such.
- b) Requests for sabbaticals must be submitted in writing to the Board of Directors for approval before being implemented.

## 8.3 EXEMPTIONS FROM PARTICIPATION

A member may be exempt from stated areas of participation due to reasons of health, employment, education or other reasons acceptable to the Board of Directors. Requests for exemptions must be in writing to the Board of Directors for approval.

If a member is unable to attend a meeting of members or the spring or fall cleanup, he/she must inform the Co-op office or a Board member of such absence as soon as possible.

## 8.4 INTEREST LISTS

- a) Members shall indicate their areas of interest to the Co-ordinator who shall inform the appropriate committee and the Participation Committee. The appropriate committee shall inform the member when such vacancies come up. No member may sit on more than 1 committee unless specifically allowed by the Board. However, a Board member may sit on a committee if he/she wishes.
- b) Interest List priority is as follows:
  - (a) Date of submission - by earliest date
  - (b) Length of membership - by longest time as member
  - (c) Length of time not served on the Board, a committee, work party or other short term task - by longest time not served
  - (d) Acceptance of members on the Finance or Membership Committee interest lists are subject to approval of the Board.

When a member returns from sabbatical, he/she shall be deemed to have submitted his/her area of interest on the date of returning from sabbatical.

- c) Members who have indicated interest in serving on an elected committee or the Board of Directors shall be deemed to have been nominated and seconded for election to that committee or the Board of Directors.

## 8.5 IMPLEMENTATION

### a) Babysitting Expenses

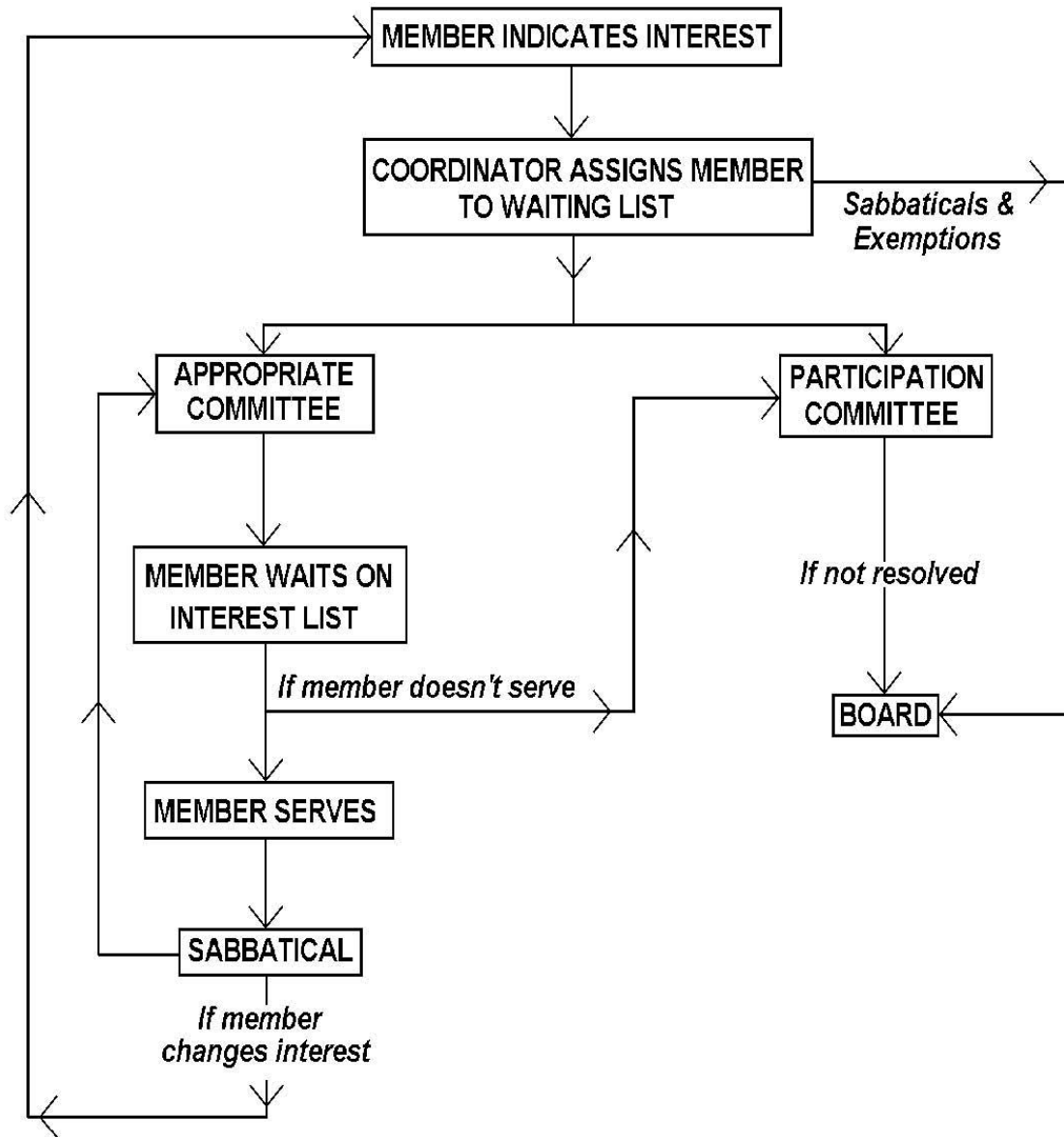
Members shall be reimbursed an amount to be decided by the Board, while in attendance at the Co-op General Membership Meeting or committee meetings and authorized duties because of those meetings. Payments of expense will be determined by length of meeting and 15 minutes travel time to and from the meeting.

b) A 3 month transition period should be established during which members who are currently active on more than one committee will ensure that new recruits are found and trained.

c) If members do not participate, they shall be called to a meeting of the Participation Committee to give their reasons for not participating and to find resolve.

If resolve is not found with the Participation Committee, then the matter will be dealt with at a meeting of the Board.

PARTICIPATION RECORD - FLOW CHART



## 9. MONTHLY HOUSING CHARGE

- a) The Monthly Housing Charge shall be set by the members in accordance with Article IV of this By-law. It shall be paid monthly in advance on the 25th day of the preceding month by cheque, money order, or bank draft in such a manner and at such a place as the Board may direct. The Monthly Housing Charge shall include, but not be limited to, the following:

Mortgage payments, Municipal Taxes, water and sewage disposal service, Cable TV, Insurance on the buildings and Co-op assets only, Co-op administration, repairs and maintenance, reserves, contingencies, and other items duly approved by the members in accordance with Article IV, which shall include Housing Charge Life Insurance.

- b) The Monthly Housing Charge shall not include the following and the member shall be responsible for paying them:

Cable TV (above and beyond basic service), Gas, Electricity, Telephone, Insurance on member's own property, Personal Liability Insurance for the members.

## 10. LAST MONTH'S HOUSING CHARGE

Each member shall pay to the Co-op prior to moving into his/her Unit or at any other time as permitted by the Board, an amount equal to his/her last month's housing charge. The last month's charge may be applied to the last month of residence of the member, providing the member has given the Co-op due notice in accordance with this By-law and does not owe any money to the Co-op. Otherwise, the last month's charge may be set off by the Co-op against any sums due to it from the member.

## 11. MAINTENANCE AND SECURITY GUARANTEE

Each member shall pay to the Co-op prior to moving into his/her Unit or at any other time as permitted by the Board, the sum of money applicable to his/her Unit as a maintenance guarantee. The amount of the guarantee shall be set by a vote of the members. When the Co-op regains possession of a member's Unit, the guarantee shall be returned to the member, less any sums of money which may be due owing by the member to the Co-op, either because the Unit has not been left clean and in good repair in accordance with the By-law, or because of any other default of the member. The value placed on the Member Handbook is \$80.00. New members are to sign a form for this handbook as part of their contract with the Co-op. Failure to produce this handbook on move-out will be dealt with as a default of member under By-law #2, Section 11, Maintenance and Security Guarantee. The dollar value of this handbook will be reviewed annually by the Board.

## 12. ADJUSTMENT OF LAST MONTH'S CHARGE AND MAINTENANCE AND SECURITY GUARANTEE

If there is any change in the Monthly Housing Charge, or Maintenance and Security Guarantee, each member shall at the beginning of the first month after such changes are effective, pay any additional amount required to bring his/her last month's charge and maintenance and security guarantee up to current amounts. If there has been a reduction in charges, the Co-op shall credit each member with the difference or pay the difference to each member. The Co-op shall not pay interest to members on the last month's charge and maintenance and security guarantee.

## 13. HOUSING CHARGE SUBSIDY

Entitlement to terms of and administration of housing charge subsidies shall be in accordance with the Housing Charge Subsidy Policy, which is attached hereto as Schedule "B".

## 14. ADDITIONAL CHARGES

- a) If, as a result of the activities of any member, whether or not there is a breach of this By-law, the Co-op becomes liable for any additional taxes, charges, fines, levies or expenses, the member shall pay such taxes, charges, fines, levies or expenses to the Co-op on demand. Such charges shall include, but not be limited to, city services, returned cheque charges, collection charges and legal fees, as between a solicitor and his/her own client. If such tax, charge, fine, levy or expense is a regular recurring payment, the member's monthly housing charge shall be adjusted accordingly.
- b) A member shall pay all fines which may be levied against him/her or interest s/he may owe on overdue payments in accordance with the By-laws or the Schedules to the By-laws.
- c) The Maintenance Committee shall impose a nuisance fee of \$5.00 per lock out, for the second and any further offence per household per calendar year, except when the member picks up the key at the Co-op office during office hours and returns it.

## 15. CHARGES AS RENT

All charges (including those referred to in paragraph 14) which may become due and payable as set out in this By-law shall be deemed to be rent or additional rent and the remedies available to the Co-op for dealing with a failure to pay rent or housing charges shall apply to a failure to pay rent under the provisions of The Landlord And Tenant Act or The Commercial Tenancies Act, whichever is applicable.

## 16. LIABILITY

- a) The monthly housing charges, last month's charges, maintenance and security guarantee and participation referred to in this Article shall be required on a "per Unit" basis. If more than one member occupies a Unit, whether or not they are members of the same family or household, they shall each be liable for all charges jointly and severally. If any person ceases to occupy the Unit, the remaining occupants shall be liable for the charges applicable to that Unit.
- b) Any arrangement for sharing expenses will be the responsibility of the members and will not bind the Co-op. If there is any arrangement for sharing expenses, one of the members occupying the Unit shall collect the contributions for each occupant and make one single monthly payment to the Co-op.

## ARTICLE IV - DETERMINATION OF HOUSING CHARGES

### 17. DETERMINED BY MEMBERS

Monthly housing charges shall be considered and established annually, or more often as needed, by a majority vote of the members at a general membership meeting called for the purpose of approving budget and housing charges. Existing charges shall continue until a change is approved by a vote of the members in accordance with this article.

### 18. BUDGET

Prior to the budget meeting, the Board shall prepare a budget for the next budgetary year, showing the estimated total expenses of the Co-op, (including contingency allowances and depreciation or replacement reserves) and showing all external revenue, and showing the charges proposed for each Unit.

### 19. NOTICE OF PROPOSED BUDGET

In addition to any other notice of the budget meeting required by the By-laws, at least five (5) days prior to the meeting, there shall be delivered to each Unit a copy of the proposed budget, including the proposed charges for that Unit, together with any alternatives which may be under consideration.

### 20. COMMENCEMENT OF CHANGED HOUSING CHARGES

Unless otherwise determined by the members by a two-thirds majority of the votes cast at the Budget Meeting, any change in housing charges will normally begin on the first day of the third month after members decide on the change. Notice of the change applicable to that unit shall be delivered to each unit as soon as possible after the meeting.

## 21. CHANGE IN BUDGET

If, during a budgetary year, the Board feels that a change in housing charges is desirable, it may call a special meeting of the members for the purpose of considering such change. It shall prepare a budget or a statement showing the necessity for the change and give notice in the manner set out in paragraph 19. Any change must be approved by majority vote of the members at a general member meeting and shall take effect only in the manner set out in paragraph 20.

## ARTICLE V - USE AND BEHAVIOUR

### 22. PRIVATE RESIDENCE

Units shall be used only as private residences for members and their households, and for other persons in accordance with this By-law, and for no other purpose unless specific permission is granted by the Board.

### 23. NUISANCE

a) Members shall not behave in any fashion that may unreasonably interfere with the enjoyment of other members, nor shall they, their families or their guests commit or permit any nuisance or any other noise or disturbance that would disturb other members, nor shall they commit or permit, whether knowingly or unknowingly any illegal acts or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority such as the fire department within the unit or on the common elements.

b) Leases, Mortgages and Agreements

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

- Canada Mortgage and Housing Corporation;
- the Province of Ontario; and
- the Co-op's mortgagee.

If all or part of the Co-op's property is leased to the Co-op, members must not break any obligations under the lease.

c) Violence

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



d) Acts of Others

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

e) Domestic Violence

Domestic violence is violence against another member of the same household. The Co-operative does not tolerate domestic violence. It will try and assist victims of such violence. Members of the Co-operative who engage in domestic violence may be evicted. Members who are victims of domestic violence can:

- ask the Board to evict any person who commits domestic violence;
- request emergency subsidy as stated in the Housing Charge Subsidy Bylaw; and
- get information from the Co-operative on support groups in the community.

The Board can evict anyone who has committed domestic violence. A complaint is not necessary. The Board does not have to wait until any court charges are heard.

The Board must have proof that domestic violence has occurred. The Board can accept the following as proof:

- a restraining order or peace bond is in effect;
- terms of bail allow no contact; or
- the offending member has been found guilty of assault.

When a member is ready to let a previously violent spouse, partner or co-occupant return, the member can ask the Board in writing to reinstate that person's membership. The Board may reject an application for membership from that person if the member does not consent. Article 7 applies if the member wants that person to stay as a casual or long-term guest.

If someone has been evicted because of domestic violence, and returns without the consent of the victim, the Co-operative may treat that person as a trespasser. It may remove that person from the property.

- f) Any members, their families, or their guests in breach of the above By-law 2 Article V Paragraph 23 Nuisance, the members will come before the Board of Directors and eviction proceedings may result from such meeting.

## 24. RULES AND REGULATIONS

The Rules and Regulations of the Co-op shall be the Rules and Regulations set out in Schedule "C" hereto and may be amended only by the same procedure by which this By-law may be amended. They shall be observed by all members and the Co-op.

## 25. PRIVACY

- a) Members shall be entitled to privacy within their Units. Neither the Co-op nor anyone on its behalf shall enter any member's Unit without the member's permission except in the case of emergency and except as set out in subparagraphs (b), (c) and (d).
- b) Persons designated by the Board shall be permitted to enter each Unit on 48 hours notice for a regular annual maintenance inspection, and for any special inspections for maintenance and repair purposes that may be authorized by the Board, or as may be required in connection with any insurance policy or appraisal of the Co-op's property, or for such other reasons as the Board may determine.
- c) The Co-op may on twenty-four hours' notice enter a Unit at any reasonable time to show the Unit to prospective occupants if the member has given notice of termination of occupancy under paragraph 47, or if a resolution has been passed by the Board terminating occupancy under paragraph 49 (unless an appeal has been launched).
- d) Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a member's Unit.

## 26. MAINTENANCE AND REPAIR

- a) Each member shall maintain his/her unit in an ordinary state of cleanliness at all times, and shall comply with all requirements and standards of health authorities and other authorities respecting standards of cleanliness and maintenance. Each member shall be responsible for repair of damage to Co-op property caused by his/her wilful or negligent conduct or that of persons permitted on the property of the Co-op by him/her or others occupying his/her Unit.
- b) Each member shall observe the maintenance responsibilities with respect to his/her Unit and the common elements of the project as set out in the Maintenance Policy attached to this By-law as Schedule "D".
- c) No member shall make any alterations or improvements to his/her Unit or alter or in any way change the locking system, except in accordance with the Maintenance Policy. At the end of a member's occupancy of a Unit, he/she may remove his/her fixtures, provided such removal may be and is done without injury to the Unit or to the Co-op property.
- d) Each member shall report to the Co-op promptly any condition in the Unit or its equipment or in the building containing the Unit, which comes to the knowledge of the member, and which may cause deterioration of the Unit or building if not corrected.

- e) The Co-op may perform any of the maintenance or other obligations set out in this paragraph if the member responsible does not perform them within 60 days or a reasonable time in the circumstances, and the member shall reimburse the Co-op for the costs of such performance in accordance with paragraph 14. 60 days shall be taken from the date of receipt of written notification by the Coordinator.

This By-law is to be implemented in the following way:

1. Annual inspection;
  2. Notification to member of items to be repaired;
  3. Second inspection to be carried out in 60 days; and
  4. If the work has not been done, the Co-op will do it at members expense.
- f) The Co-op shall maintain the common areas of the Co-op (subject, however, to such responsibilities respecting the common areas which members may have in accordance with the Maintenance Policy).
  - g) The Co-op shall keep the Unit, the other property of the Co-op, and all the services and facilities of the Co-op in a good state of repair and fit for habitation and in compliance with health, safety, maintenance and occupancy standards required by law. This shall apply, regardless of whether or not any state of non-repair existed to the knowledge of any member prior to his/her commencing occupation of his/her Unit, but subject to paragraph 33 in case of substantial damage.
  - h) The Co-op shall provide a stove and refrigerator in complete working order in each Unit.
  - i) At the end of a member's occupancy of a Unit he/she shall leave the Unit in a clean and tidy condition.

## ARTICLE VI - ALLOTMENT OF UNITS

### 27. INTERNAL WAITING LIST

The Co-op shall maintain a waiting list of members occupying units of the Co-op who have indicated a desire to change their Units. As suitable Units become available, priority shall normally be given to persons on the internal waiting list in accordance with the Membership Policy.

### 28. MEMBERSHIP POLICY

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

## 29. CHANGE IN FAMILY SIZE

- a) Subject to subparagraph (b), if a member ceases to have the family size appropriate for his/her Unit, as set out in the Membership Policy, the Co-op may terminate his/her right to occupy his/her Unit by resolution of the Board.
- b) Notice in writing of any meeting to consider such a resolution shall be given to the member by being left at his/her Unit at least seven days prior to the meeting. The member shall be entitled to attend the meeting and be represented by agent or counsel and make representations.
- c) If the member was present or represented at the meeting of the Board, he/she may appeal the decision terminating his/her occupancy in the manner provided in paragraph 50. The procedure set out in paragraph 50 will be followed in respect of the appeal except that the day of termination shall be in accordance with this paragraph.
- d) Except as set out in subparagraph (e) no termination under this paragraph shall take effect until the member is offered at least one Unit of housing within the Co-op which is appropriate for his/her family size. If s/he refuses the first Unit offered to him/her, then his/her right to occupy his/her existing Unit shall terminate three months after such refusal. During such three month period, s/he shall be offered any suitable Units that become available.
- e) If the Co-op does not own or rent a Unit of housing appropriate for his/her family size, the termination shall take effect three months after the passing of the resolution of the Board.
- f) Notwithstanding the above, a member who has resided in the Co-op for at least three years has the right to retain occupancy of his/her Unit if s/he so wishes. The Co-op however, will continue to offer suitable size accommodation to him/her as it becomes available. If the member was in receipt of a housing charge subsidy and elects to retain occupancy of his/her Unit under this subparagraph, the housing charge subsidy will terminate three months after s/he refuses the first Unit offered to him/her which is appropriate for his/her family size.

## 30. PROOF OF INCOME

- a) Each member shall provide the Co-op with a statement of his/her income and family size annually, or more frequently as may be required in accordance with the Membership and Housing Charge Subsidy Policies. Such statement shall include a statement of family size, occupancy of the Unit, and such other matters as the Co-op may reasonably require and shall be supported by such proof of income or other documentation as the Co-op may reasonably require. During the year each member shall promptly report to the Co-op any change in the information given.
- b) If the Co-op is investigating a member's income, family size or other qualifications, the member shall co-operate fully and give complete information in the form required to the Co-op for the purpose of its investigation.
- c) All information received by the Membership Committee, the Board, members of the Co-op or staff under this section shall be confidential and shall not be revealed to anyone except as required for the purpose of this By-law.

### 31. SALE OF PART OF THE CO-OP

- a) No part of the real property of the Co-op may be sold without a resolution of the Board. Notice in writing of any meeting to consider such resolution shall be given to the members occupying any Unit on the property proposed to be sold by being left at their Unit at least seven days prior to the meeting. Such members shall be entitled to attend at the meeting and be represented by agent or counsel and make representations.
- b) If the Board resolves to sell part of the real property of the Coop, such resolution shall not become effective until it is approved by a two-thirds majority of the votes cast at a meeting of members duly called for that purpose.
- c) If the proposed sale of part of the real property of the Co-op is to be with vacant possession, then the Board may resolve to terminate occupancy rights of the members occupying the Units on the property when it passes its resolution to sell the real property. If the resolution to terminate the occupancy rights is confirmed by a meeting of members, the termination shall take effect on the day set out in the resolution at least three months after the meeting of the Board referred to in subparagraph (a). During the three month or greater period, all members occupying Units on the property to be sold shall be given priority on the internal waiting list for allotment of new Units. If no new Unit has been allotted to them by the end of the three month or greater period, their right to occupy may be terminated, effective at the end of such period, but they shall continue to receive priority on the internal waiting list until they have been offered a suitable Unit. Thereafter they shall be deleted from the list.
- d) If the proposed sale is not with vacant possession, then the members occupying the Units on the property shall have a right to remain in possession of their Units, but may elect by notice in writing to the Co-op, that they wish to remain resident members of the Co-op, in which case they shall be given priority on the internal waiting list. They shall continue to receive such priority until they have been offered a suitable Unit, whether that is before or after the sale of the real property. Thereafter they shall be deleted from the list.

### 32. EXPROPRIATION

- a) If the whole or any part of any Unit is expropriated, members' rights to occupy such Unit as against the Co-op shall terminate on the day when the expropriating authority obtains possession. Charges shall be paid to that date but no further charges shall be due thereafter.
- b) To implement the non-profit policy of the Co-op, compensation received by a member on expropriation except for compensation for disturbance or relocation expenses shall be the property of the Co-op and any rights in such compensation held by members are hereby assigned to the Co-op. The Co-op shall be entitled to exercise and shall be subrogated to the members' rights to prosecute any claim for compensation and if a member receives any of the compensation assigned to the Co-op under this paragraph, it shall immediately be paid to the Co-op.
- c) During the period commencing when the Co-op reasonably expects the Unit to be expropriated, each member occupying a Unit expropriated shall have priority on the internal waiting list for any Unit for which s/he qualifies until a suitable Unit is offered to him/her. Thereafter they shall be deleted from the list.

### 33. DAMAGE BY FIRE

- a) If any Unit in the Co-op is damaged by fire or other casualty and such damage is minor, the Unit shall be repaired by the Co-op as quickly as possible and there will be no reduction in housing charges.
- b) If the damage is serious so that in the opinion of the Board it is not desirable to repair the Unit or the building in which it is situated, then the member's right to occupy the Unit shall be terminated and charges shall cease effective the day of the fire or casualty.
- c) If the damage is such that the Unit is no longer habitable, but the Co-op intends to repair the Unit, then the member's right to occupy the Unit shall be terminated and charges shall cease effective the day of the fire or casualty, and in addition to the priority on the waiting list referred to in subparagraph (e), such member shall have a further right to reoccupy the damaged Unit when it is repaired.
- d) For a period of up to three months after the fire or casualty, the member and his/her family shall be able to occupy any vacant Unit of housing of the Co-op on an emergency basis paying the lesser of the charges applicable to such Unit or the damaged Unit.
- e) If any member loses his/her right to occupancy under this paragraph, s/he shall have priority on the internal waiting list until a suitable Unit is offered to him/her. Thereafter s/he shall be deleted from the list.

## ARTICLE VII - OCCUPANCY BY MEMBERS

### 34. OCCUPANCY BY MEMBERS ONLY

- a) When a Unit has been allocated to member or members, no person other than the member or members may occupy the Unit except as provided in this Article.
- b) Occupants of a member Unit who are not members have no greater right to occupy the Unit than members who occupy it, or any right to occupy it independent of the members. They also have no right to occupy any other Unit in the Co-op and have no right to a place on the Co-op's internal waiting list.

### 35. PERSONS UNDER EIGHTEEN

Persons under eighteen years of age may occupy a Unit as part of a member's household. Household means: a member, any other members living in the Unit, persons under eighteen who continue to live in the Unit and also any long term guests approved by the Board in accordance with this By-law. When any such person turns eighteen, s/he shall apply for membership in the Co-op, and if accepted, shall sign an Occupancy Agreement. If they fail to apply, they shall be considered to be long term guests and the Board may cancel or change their long term guest status at any time. If not accepted, s/he may continue to reside with his/her family and the members occupying the Unit shall continue to be responsible to the Co-op for his/her behaviour within the Co-op. If the Board at any time determines that his/her behaviour is not acceptable to the Co-op, it may notify the members occupying the Unit and such person will no longer be permitted to reside in the Co-op. If such person continues to reside in the Co-op at any time more than thirty days after delivery of such notice, the members occupying the Unit shall be considered in default.

### 36. GUESTS

- a) No member shall have any guests in his/her Unit for a period greater than two consecutive months for a single visit. Members can only have a reasonable number of guests at one time and must also have the Board's permission if staying 2 months. If permission is refused, the guest shall cease to occupy the Unit on such date as the Board may determine and any continued occupancy after that date shall be considered a default by the members occupying the Unit.
- b) The Board can also set a time limit for a guest visit, as well as include the income of a casual guest when calculating household income for a housing charge subsidy.
- c) Long Term Guests

The Board can allow members to have a guest for an indefinite period. These guests are long term guests in this By-law. Examples include family members who are part of a member's household. It will also include live-in employees, additions to the household who have been refused membership and others who the member invites. Members and their guests must sign a long-term guest agreement. The Board can also cancel long term guest status or change the terms of the long term guest status at any time. The Board must give written notice to the member and the guest of any meeting where it will be discussed. The Board must also give written notice to the member and the guest that it has ended long term guest status after it has decided to do so. The Board decides when the long term guest status ends and there is no right to appeal.

### 37. ROOMERS, BOARDERS, ETC.

No member shall have a roomer, boarder or other person sharing the Unit with him/her unless such person has applied for membership in the Co-op and been accepted and allocated the Unit on a sharing basis. If accepted, such person must sign an Occupancy Agreement. If any such person occupies a Unit without applying for membership, or after having been refused membership, s/he shall cease to occupy the Unit on such date as the Board may determine. Any continued occupancy after that date shall be considered a default by the members occupying the Unit.

### 38. SHARED EXPENSES

To implement the non-profit policy of the Co-op, any arrangements for sharing expenses with a guest, roomer, boarder or other person occupying a Unit, or among members occupying a Unit, shall distribute expenses on a fair, reasonable and equitable basis and shall not directly or indirectly permit a profit to any member, or relieve any member from his/her fair share.

### 39. NO ASSIGNMENT

Any member desiring to leave the Co-op for more than twelve months in any five year period cannot do so without permission of the Board. S/he must also surrender his/her occupancy rights to the Co-op and withdraw from membership. No member may assign his/her right to occupy his/her Unit.

### 40. SUB-OCCUPANCY

No sub-occupancy shall be allowed.

### 41. NO-PROFIT

- a) No member may profit on surrendering his/her occupancy rights or subletting in accordance with paragraph 40. No member may charge any sub-occupant any amount greater than the actual charges payable by the member during the period of sub-occupancy. Any profit realized by a member out of his/her right to occupy a Unit in the Co-op shall be the property of the Co-op.
- b) The Co-op can ask members to prove that they are not profiting from any arrangements with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements from everyone involved.
- c) Some examples of profit are key money and placing too great a value on furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of housing charges. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the housing charges).



#### 42. CONSENT TO ASSIGNMENT

In order to control occupancy of the Co-op's Units, and to prevent any profit on surrender or change of Units, the Co-op may unreasonably withhold its consent to any assigning, underletting, parting with possession of or disposing of any Units, notwithstanding the provisions of Section 22 of The Landlord and Tenant Act.

### ARTICLE VIII - LIABILITY AND INSURANCE

#### 43. CO-OP LIABILITY

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

#### 44. MEMBERS' LIABILITY

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

#### 45. CO-OP'S INSURANCE

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

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

#### 46. MEMBERS' INSURANCE

Members must obtain at least \$500,000 liability insurance for damage they may cause to the Co-op's property and whatever insurance they need for theft of or damage to property owned by them.

## ARTICLE IX - TERMINATION OF OCCUPANCY BY MEMBER

### 47. NOTICE REQUIRED

- a) A member may terminate his/her occupancy in the Co-op by giving two month's notice in writing, with the two months ending on the day preceding the day for payment of monthly charges. The member's right to occupy his/her Unit shall terminate at the end of the two month period.
- b) Until the two months is up, the member's rights and obligations shall remain in full force and effect. On the expiration of the two months, if the member vacates the Unit in accordance with the notice, his/her obligations to the Co-op shall end, but any outstanding obligations to the Co-op existing on that date shall continue until paid or fulfilled.
- c) Members cannot withdraw a notice without the Board's consent. The Board can refuse to allow members to withdraw the notice. Members cannot appeal the Board's decision.

## ARTICLE X - EVICTION OF MEMBER BY CO-OP

### 48. WHEN THE CO-OP CAN EVICT A MEMBER

- a) The Board can evict a member if the member:
- i. is in unresolved arrears at the time of the Board Meeting; or
  - ii. has been repeatedly late in paying housing charges; or
  - iii. has failed to participate in accordance with Article III of this By-law; or has broken the By-laws in a way that the Board considers serious; or
  - iv. has repeatedly broken the By-laws in a way that the Board considers serious, even if the member has corrected the situation when given notice.

The Board can also evict a member if someone the member is responsible for, under the By-laws, has done any of the above.

- b) The Board can evict a member under Paragraph 29 of this By-law.
- c) The Board can also evict a member for breaches of the following:

#### By-law #1:

- 2.02 Application for Membership
- 2.03 Qualifications for Membership
- 3.05 Attendance at General Meetings

#### By-law #2:

- 1 Membership
- 2 Admission of Members to Occupancy
- 8.1 Participation
- 9 Monthly Housing Charge
- 10 Last Month's Housing Charge
- 11 Maintenance & Security Guarantee
- 12 Adjustment of Last Month's Charge & Maintenance & Security Guarantee
- 13 Housing Charge Subsidy
- 14 Additional Charges
- 15 Charges as Rent
- 22 Private Residence
- 23 Nuisance
- 26 Maintenance & Repair
- 30 Proof of Income
- 34 Occupancy by Members Only
- 35 Persons Under Eighteen
- 36 Guests
- 37 Roomers, Boarders, etc.
- 38 Shared Expenses
- 39 No Assignment
- 41 No Profit
- 42 Consent to Assignment

#### 49. HOW THE CO-OP CAN EVICT A MEMBER

- a) The Board must pass a resolution by majority vote to evict a member.
- b) Before passing a resolution to end membership and occupancy rights, the Board must give written notice to the member of a meeting held to consider the eviction of the member. This notice must be given to the member at least ten days before the meeting. The notice must be signed by a Director or Officer.
- c) The notice must state:
  - i. the time and place of the Board Meeting. It may also state a time when the Board will discuss the member's membership and occupancy rights during that meeting;
  - ii. the reasons for the proposed eviction;
  - iii. the member's name & unit;
  - iv. the proposed eviction date;
  - v. and the fact that the member need not vacate the unit, but that the Co-op may obtain a writ of possession after it ends the member's membership and occupancy rights.
- d) The Board can use a later date to continue the discussion about eviction. If the meeting is continued at another time, the Board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- e) The notice must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the Board meeting:
  - i. 10 days if the member owes charges to the Co-op;
  - ii. 1 day in the case of domestic violence;
  - iii. 90 days if the member refuses a unit offered to him/her in accordance with Paragraph 29 of this Bylaw;
  - iv. 30 days for all other reasons.

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

- f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the Board's decision to the members. The notice must contain the information in Appendix 1 of this Bylaw.
- g) If the Board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within five days of the meeting. The notice must be signed by the Secretary or Officer. The decision may be in the form attached as Appendix 2 of this Bylaw. The eviction notice may be in the form as attached in Appendix 3 of this Bylaw.

## 50. RIGHT OF APPEAL

- a) A member may appeal the Board's decision. The decision is not effective until the appeal is decided or dropped.
- b) The member who wants to appeal must give a notice of appeal to the Co-op office within seven days of the date on which the eviction notice was given.
- c) When the Co-op receives a member's notice of appeal, the Co-op must:
  - i. call a meeting of the members, giving proper notice; or
  - ii. put the matter on the agenda for another members' meeting. However, there must be at least fourteen days between the time the notice of appeal is received and the members' meeting to discuss the appeal.
- d) Everyone who receives notice of the members' meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by THE ACT.
- e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- f) The meeting can confirm the Board's decision, or replace it with any other decision which the Board could have made.
- g) The Board's decision is confirmed if:
  - i. the meeting does not pass a resolution to change the decision; or
  - ii. a quorum is not present at the meeting or at the time of the vote.
- h) If the appeal is unsuccessful, the member will be evicted 2 days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.

### 51.1 LEGAL ACTION

- a) The Board can decide to take legal action as a result of decisions under previous sections. The Board does not have to wait until the eviction date to start legal action.
- b) The Board can choose someone to deal with legal actions for the Co-op. It can do this by making it part of the person's job description or by a resolution. This person can:
  - i. give all necessary instructions to the Co-op's lawyers; and
  - ii. make a settlement or other agreement after consulting with the Co-op's lawyers.

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

## 51.2 PERFORMANCE AGREEMENTS

- a) The Co-op can sign a performance agreement with the member. When a member and the Co-op sign a performance agreement, any outstanding resolution evicting a member will be cancelled.
- b) The performance agreement may state how the member will:
  - i. carry out obligations in the future;
  - ii. correct any past problem;
  - iii. and compensate the Co-op for any losses.

The Board must authorize every performance agreement except under 51.1(b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

- c) The Board can use the performance agreement in Appendix 4 or 5 of this Bylaw.
- d) If the member breaks the performance agreement, then the Board must start the procedure to evict the member over again. Breaking the performance agreement does not itself give the Co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the Board, the members or a judge.
- e) When signing a performance agreement, the Board can decide that a resolution of eviction will not be effective if the member:
  - i. pays the amount owed; or
  - ii. carries out any acts that the Board states in the resolution within the time period stated in the resolution.

## 51.3 NON-MEMBERS IN A MEMBER UNIT

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

## 52. APPLICABILITY OF BY-LAWS

Notwithstanding the provisions of Section 18 (1) of The Landlord and Tenant Act, the Co-op shall have no right to terminate occupancy rights or to re-enter a Unit unless the provisions of its By-laws have been adhered to.

## 53. ENTRY ON ABANDONMENT

If any member abandons his/her Unit, the Co-op may enter the Unit and allot it to another member, or rent it, and any losses or costs resulting to the Co-op shall be the responsibility of the abandoning member.

## ARTICLE XI - WITHDRAWAL FROM MEMBERSHIP

### 54. NO WITHDRAWAL WITHOUT TERMINATING OCCUPANCY

A resident member may not withdraw from membership in the Co-op without terminating his/her occupancy in the Co-op. If a member serves notice of withdrawal from membership under Section 64 of The Co-operative Corporations Act, s/he shall be deemed to have given two months notice to terminate occupancy in accordance with paragraph 47 at the same time.

If the member fails to vacate his/her Unit in accordance with paragraph 47, the Co-op may apply for a Writ of Possession and take such other proceedings as the Board sees fit against the member without the necessity of following the provisions of paragraphs 48 and 49.

### 55. NO TERMINATION OF OCCUPANCY WITHOUT WITHDRAWAL

No member may terminate his/her occupancy rights in the Co-op under paragraph 47 without also withdrawing from membership in the Co-op and the delivery of a notice of termination under paragraph 47 of this By-law shall be deemed to be the delivery of a notice of intention to withdraw from membership under Section 64 of The Co-operative Corporations Act.

### 56. WITHDRAWAL FROM MEMBERSHIP ON ABANDONMENT

Any member who has abandoned his/her Unit will be deemed to have given notice of intention to withdraw from membership in the Coop on the day of abandonment unless written notice to the contrary is given to the Co-op.

### 57. WHEN OCCUPANCY RIGHTS TERMINATED

- a) Any member whose occupancy rights have been terminated under Article X of this By-law shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which possession is recovered by the Co-op, unless written notice to the contrary is given to the Co-op.
- b) Any member who ceases to have a right to occupy, reoccupy or remain on the internal waiting list for a Unit in the Co-op under paragraphs 29, 31, 32 or 33 shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which s/he ceases to have such right, or ceases to remain on the internal waiting list as the case may be, unless written notice to the contrary is given to the Co-op.
- c) When a member ceases to live in the Co-op as a principal residence, but other members of the Co-op remain in the unit, it will be considered that the member has given notice to withdraw from membership on the first day the member no longer lives in the unit. The member's occupancy rights also end on that day.

## 58. EXPULSION FROM MEMBERSHIP

If any member is no longer resident in the Co-op, s/he may be expelled from membership in accordance with the procedure set out in Section 66 of The Co-operative Corporations Act or his/her membership may be terminated in accordance with subsection 3 of Section 49 of The Co-operative Corporations Act, if applicable.

## ARTICLE XII - MISCELLANEOUS

### 59. SUBORDINATION

- a) The rights granted to members in this By-law shall be subject and subordinate to all mortgages or ground leases now existing on the Co-op's property or those which may duly entered into in the future by the Co-op. The members shall execute any documents which the Coop or any lender may deem necessary or desirable to give effect to this paragraph.
- b) The Co-op and each and every officer and future officer shall be the irrevocable attorney in fact of each member to execute any such instrument on behalf of the members. The members shall be deemed to have waived and shall not have any rights to notice of any default or notice of foreclosure or other legal action on any such ground lease or mortgage. The Co-op shall be the agent of each member to receive and accept such notice on the member's behalf, if such notice is necessary.

### 60. TIME

Time shall be of the essence of this By-law and the performance of the duties of the Co-op and its members.

### 61. PROCEDURAL IRREGULARITIES

No minor defect in the procedure or in the notice given with respect to any matter dealt with in this By-law, including termination of occupancy under paragraphs 49 and 50, shall invalidate any decisions made, if there has been substantial compliance with the provisions of this By-law and if no injustice results. Any member may waive, in writing or by conduct, any defect in procedure with respect to any matter dealt with in this By-law.



## 62. PARTIAL INVALIDITY

If any clause or provision of this By-law or any By-law of the Co-op affecting the occupancy rights of members shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this By-law or any agreement with any member pursuant to this By-law, or constitute any cause of action in favour of the Co-op, or any member.

No failure by the Co-op to enforce any of its rights, and no condoning or waiver of any particular breach or default, shall operate to prevent the Co-op from insisting on its rights with respect to any other or continued breach or default.

## 63. PLANNING ACT

This By-law and agreements made pursuant to it shall be effective to create an interest in land or give a term of occupancy of twenty-one years or more only if the provisions of Section 29 of the Planning Act are complied with. However, except as to the creation of an interest in the land, this By-law and agreements made pursuant to it shall remain in full force and effect, despite any non-compliance with the said provisions.

## 64. POLICIES

Wherever this By-law refers to a Policy of the Co-op attached as a Schedule, Appendix or to the Rules and Regulations, such Policy, Appendix or Rules and Regulations shall be considered a part of this Bylaw and may be adopted or changed only in the same manner as this Bylaw may be amended. If at the day of the passing hereof, or at any other time, any of the Policies, Appendixes or Rules and Regulations referred to in this By-law is not in existence or has not yet been adopted, any reference to such Policy or Rules and Regulations in this By-law shall be taken as a reference to the resolutions or decisions made by the Board or the members from time to time dealing with matters covered by such Policy or Rules and Regulations.

## 65. NOTICE

- a) The following table is a summary of the notice period required for the various items set out below. If there is any conflict between this table and the appropriate paragraph of this By-law, then the paragraph of the By-law shall govern.

(EXCLUDE BOTH DAY OF NOTICE AND DAY OF EVENT except in the case of notice in hours)

MEMBERS' MEETINGS: As set out in By-law No.1 (subject to Coop Corporation Act);

BUDGET - Paragraph 19: 5 Days;

NOTICE OF CHANGE IN CHARGES - Paragraph 20: As soon as possible after budget meeting (change effective the first day of the third month after members decide on the change);

ENTER UNIT - Paragraph 25: 48 Hours;

CHANGE UNIT - Paragraph 29: 7 Days;

SALE OF UNIT - Paragraph 31: 7 Days;

DEFAULT - Paragraph 49(e): 10 Days;

DOMESTIC VIOLENCE - Paragraph 49(e): 1 Day;

REFUSAL OF A UNIT - Paragraph 49(e): 90 Days;

ALL OTHER REASONS - Paragraph 49(e): 30 Days.

- b) All the notices referred to in this table except the notice to enter for inspection in paragraph 25 shall be in writing and shall be sufficiently given if handed personally or left with the member, or left in the mailbox, slipped under the door, taped to the door, or otherwise delivered to the Unit. If more than one member occupies a Unit, it shall be sufficient delivery to all members occupying the Unit, if one notice is left at the Unit.

## 66. AMENDMENT

This By-law shall come into force only after being passed by a resolution of the Board and confirmed by a two-thirds majority of votes cast at a meeting of members, and may be amended only in the same manner and by the same majority.

PASSED by the Board and sealed with the Corporate seal of the Co-operative this day of  
, 1981.

PRESIDENT

SECRETARY

CONFIRMED by two-thirds of the votes cast at a general meeting of members, this day of  
, 1981.

PRESIDENT

SECRETARY