

WILLIAM PUNNETT HOUSING CO-OPERATIVE INC.

By-law No.5

Occupancy By-law

Passed by the Board of
Directors on November 7th 2017

Confirmed by the Members
on November 21, 2017

Amendment/Addition of article 11 and 12 was
Confirmed by the members on November 21, 2017

Article 1 About This By-law, Schedules And Appendices

- 1.1 Occupancy Agreement
- 1.2 Priority of This By-law

Article 2 Members' Rights

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

Article 3 Members' Contributions

- 3.1 Housing Charges
- 3.2 Security Deposit
- 3.3 Other Charges
- 3.4 All Charges Are Housing Charges
- 3.5 Responsibility for Charges
- 3.6 Housing Charge Subsidy
- 3.7 Participation

Article 4 Setting Housing Charges

- 4.1 The Members Set the Housing Charges
- 4.2 Operating and Capital Budgets
- 4.3 Notice of Proposed Budget
- 4.4 Date of Change in Housing Charges
- 4.5 Mid-year Change in Housing Charges
- 4.6 No Reduction

Article 5 Uses and Behavior

- 5.1 Residences
- 5.2 Nuisance
- 5.3 Illegal Acts
- 5.4 Leases, Mortgages and Agreements
- 5.5 Insurance
- 5.6 Privacy
- 5.7 Violence
- 5.8 Domestic Violence
- 5.9 Maintenance and Repair
- 5.10 Acts of Others

Article 6 *Occupancy Rights and Standards*

- 6.1 Purpose of This Article
- 6.2 Changes in Household Size
- 6.3 Able to Live Independently
- 6.4 Priority for the internal waitlist
- 6.5 Sale of a Part of the Co-op
- 6.6 Damage by Fire, etc.

Article 7 *Occupancy by Members*

- 7.1 Policy
- 7.2 Additions to Household
- 7.3 Persons Eighteen Years of Age
- 7.4 Casual Guests
- 7.5 Long-Term Guests
- 7.6 Principal Residence
- 7.7 No Transfer of Occupancy Rights
- 7.8 No Profit
- 7.9 Co-op Employees
- 7.10 Death of a Member

Article 8 *Members Who End Their Occupancy*

- 8.1 Procedures
- 8.2 Withdrawal from Membership
- 8.3 Abandoned Unit
- 8.4 Members No Longer Living in the Co-op

Article 9 *The Co-op Evicts a Member*

- 9.1 Terms Used in This By-law
- 9.2 When the Co-op Can Evict a Member
- 9.3 How the Co-op Can Evict a Member
- 9.4 Legal Action
- 9.5 Performance Agreements
- 9.6 Non-Members in a Member Unit

Article 10 *Miscellaneous*

- 10.1 References to Other By-laws
- 10.2 Serving Documents
- 10.3 Errors or Omissions in Procedures or Notices

Article 11 Firearms in the Co-op

- 11.01. Have a valid license to possess a firearm
- 11.02. Submit proof of valid license
- 11.03. Submit a list of all firearms

Article 12 Storage of Firearms

- 12.01 Firearms must be locked up

Schedules to the By-Law

- (a) Occupancy agreement
- (b) Long term guest agreement
- (c) Short term guest agreement
- (d) Notice to appear
- (e) Board of directors eviction decision
- (f) Notice of board of directors eviction decision
- (g) Performance agreement for arrears and late payments
- (h) Performance agreement for anything other than arrears
- (i) Housing charge assistance policy
- (j) Participation policy
- (k) Day Care policy

By-law No.5 Occupancy By-Law

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

Article 1: About This By-law, Schedules and Appendices

1.1 Occupancy Agreement

- (a) The Occupancy Agreement, Schedule A, is part of this By-law. Members must sign it when their membership in the co-op begins. The co-op and the members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
- (b) Some by-laws and agreements, such as the Subsidy By-law and Performance Agreements, only apply to certain members. These members must obey them.

1.2 Priority of this By-law

- (a) This By-law takes the place of or amends all previous by-laws or resolutions that deal with the occupancy rights and obligations of the co-op and its members. Any future by-law can only amend this By-law if the future by-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.
- (b) If there is a conflict between documents, the following will govern in the order in which they appear:
 - first, the Canadian Cooperatives Act
 - second, the Co-operative Corporations Act
 - third, the operating agreement
 - fourth, this By-law, and other sections of the By-Laws

Article 2: Members' Rights

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

Members of the co-op have the right to:

- live in their housing unit

- use their underground parking space if they have registered for one,
- use their storage locker if they have registered for one and
- use the co-op's common facilities.

The Co-op by-laws and rules limit members' rights.

Article 3: Members' Contributions

3.1 Housing Charges

- (a) Each member of the co-op must pay housing charges. Housing charges are made up of:
 - monthly housing charges, less any subsidy if applicable
 - the security deposit
 - other charges that members must pay under any of the co-op's by-laws.
- (b) Co-op members must decide what the monthly housing charges will be at a general members' meeting.
- (c) Members must pay their housing before the close of business on the first day of each month.
- (d) The housing charge does not include the following costs to a member in a townhouse:
 - electricity and/or gas for a unit
 - telephone for a unit
 - charges for cable television for a unit
 - insurance on the member's personal property
 - the member's personal liability insurance
 - hot water tank rental
 - parking
 - any and all deposits required

The housing charge does not include the following costs to a member in an apartment:

- telephone for a unit
- charges for cable television for a unit
- insurance on the members personal property
- the members personal liability insurance
- parking
- any and all deposits required

If the co-op has to pay for any of these, the cost will be added to the

member's housing charge.

3.2 Security Deposit

(a) **Paying the Deposit**

Members must pay a security deposit and parking deposit if applicable to the co-op. Members must pay this deposit before moving into their unit.

(b) **The Amount of the Security Deposit**

- A Security Deposit equal to \$1500.00 and a parking deposit equal to one month's parking charge if applicable is due prior to occupancy. Members that lived in the Co-op prior to the passing of this By-Law are grandfathered in under the old By-Law which states "pay their security deposit equal to one month's housing charge for all members that moved into the co-op after November 2007. The security deposit is to be topped up whenever there is a housing charge increase."

(c) **Adjusting the Deposits**

If the security, parking, or housing charge deposit increases, members must pay the extra amount at the beginning of the first month the change took effect. If it decreases, members will get a credit for the difference on future charges. This only applies to members that lived in the Co-op prior to the passing of this By-Law.

(d) **Returning the Security Deposit**

The co-op will return the security deposit when the member leaves the unit permanently and/or after a final move out inspection is completed. 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 stated in 5.9 of this By-law
- the member owes money to the co-op, or
- the member did not pay the last month's housing charge prior to leaving.

(f) **Interest on the Member Deposit**

The co-op will not pay members interest on any deposits.

3.3 Other Charges

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

- the member
- any person who is a part of the member's household, or

- any person that the member allows onto the co-op's property. This applies even if no co-op by-law has been broken.

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

- (b) Members must pay any interest at the rate of 2% above the prime rate of any credit union or bank designated by the board on any outstanding amounts owing to the co-op.
- (c) Members are responsible to pay all NSF fees to the Co-op for any returned cheques.

3.4 *All Charges Are Housing Charges*

Housing charges include all amounts that the co-op charges to members.

3.5 *Responsibility for Charges*

(a) Per-Unit Basis

The co-op calculates the monthly charge and the security deposit for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household.

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

b) Sharing Expenses

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

- the sharing arrangement does not limit the co-op's rights
- they are each responsible for the full charges.

3.6 *Housing Charge Subsidy*

Rights to a subsidy are stated in the Housing charge assistance Policy of the Co-operative attached to By-Law 5

3.7 *Participation*

Each member is obligated to participate in the activities of the Co-op by attending each annual meeting of members, unless prevented by illness or emergency or any other reason acceptable by the board. Each member is obligated to abide by the participation policy of the Co-op attached to this By-Law

Article 4: Setting Housing Charges

4.1 *The Members Set the Housing Charges*

Monthly housing and parking charges can be set only by a majority vote of the members at a general members meeting. Members do this annually or more often as needed. A budget must be presented to the members when they are asked to consider an increase in housing charges. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

4.2 *Operating and Capital Budgets*

(a) Preparing the Operating Budget

Each year, the board will prepare a budget for the next fiscal year. The members will consider this proposed budget at a general meeting during which the budget is presented. 4.3 of this By-law shows how the co-op must give notice of this meeting. The budget must contain:

- the total expected cost of operating the co-op including reserves and contingencies
- the housing charges proposed for each unit, and parking charge
- the cost of any special expenses which the board suggests and the charges that would result.

(b) Capital Expenses

The board may prepare a capital budget if it is planning capital expenses. The capital budget must contain:

- the proposed capital expenses
- the proposed source of funds, and
- the effect of the proposed expenses on the co-op's operating budget.

4.3 *Notice of Proposed Budget*

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting contains mention of the budget. The notice must be given as the Acts and by-laws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at 72 hours before the budget meeting.

4.4 *Date of Change in Housing Charges*

- (a) Any change in housing charges will normally begin on the first day of the new fiscal year of the co-op.

Notice of change in housing charges must be delivered to each unit a minimum of 60 days before the change is proposed.

- (b) Members can decide by a two-thirds vote at the general meeting on a different date for the new charges to begin, including an earlier date.

4.5 *Mid-year Change in Housing Charges*

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

4.6 *No Reduction*

There shall be no reduction in the housing charge, and the Co-op shall not be liable for any damages suffered by the member arising from repairs, improvements or alterations to the property of the Co-op, equipment or appliances.

Article 5: Use and Behaviour

5.1 *Residences*

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

Units cannot be used for home based businesses if there will be foot or vehicular traffic on the grounds of the co-op. Reasonable delivery by couriers will not be included in this determination. Members with a home based business must submit their request to the board to obtain permission of the board and to take all steps necessary to indemnify the co-op. The member may be required to provide details of their business as well as proof that the business is allowable as determined by Government by laws. The board will not unreasonably deny the request, but must make every effort to ensure that the home based business will not disrupt the peace and quiet of other members. A decision to deny the set up of a home based business by the board of directors is not subject to appeal to the membership. A home day care may be allowed with permission by the

board of directors however the day care policy attached to this By-law must be followed.

5.1 Nuisance

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

5.2 Illegal Acts

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

5.3 Leases, Mortgages and Agreements

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

- the co-op's mortgagee, or any other agreements the co-op has entered into

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.

5.4 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. All members are required to have content insurance and are required to provide proof at annual income verification, or at any reasonable request.

5.5 Privacy

(a) Permission Needed

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

(b) Permission Not Needed

After giving a member **24 hours'** notice, someone appointed by the co-op can enter the member's unit, at any reasonable time, for:

- maintenance inspections, regular or special
- maintenance repairs or renovations, or

- any other reason which the board decides.

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

- the member has given the co-op written notice of withdrawal from membership and occupancy, or
- the co-op has given notice of a board decision to evict the member

(c) **Notice of Entry**

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a member's unit.

5.7 Violence

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

5.8 Domestic Violence

(a) Domestic violence is violence against another member of the same household. The co-op does not tolerate domestic violence. It will try to assist victims of such violence. Members of the co-op who engage in domestic violence may be evicted.

(b) Members who are victims of domestic violence can:

- ask the board to evict any person who commits domestic violence
- request emergency subsidy as permitted by the subsidy by-Law of the Co-op
- get information from the co-op on support groups in the community.

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

(c) The board must have proof that domestic violence 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.

(d) 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 guest.

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

5.9 Maintenance and Repair

(a) Cleanliness

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

At the end of a member's occupancy of a unit they shall leave the unit in a clean and tidy condition.

(b) Maintenance

Members must obey the Maintenance and Improvements By-law and policies of the co-op.

(c) Alterations and Improvements

Members cannot make alterations and improvements unless they obey the terms of the Maintenance and Improvements By-law.

(d) Changing Locks

Members must not change their locks. Written requests must be made to the board of directors. Members requesting a change of locks for any reason may be held responsible for the costs of the new lock and keys. Typically the manager/coordinator will arrange for the change of locks at the time of request and apply charges as determined by the board.

(e) Reporting Problems

Members must promptly report to the co-op any condition in their unit, the equipment in their unit, or their building, which may cause damage to their unit or their building. If members do not promptly report conditions in their unit which will lead to further damage, the members may be held responsible for the costs.

(f) Neglect of Responsibilities

If members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the co-op can carry them out. Those members must pay the co-op for its out-of-pocket expenses and for the reasonable value of any employee or contractor time involved.

(g) **The Responsibility of the Co-op**

The co-op must keep all units, co-op property, and all services and facilities of the co-op in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy. All units must be inspected annually by the co-op to meet these purposes.

(h) **Appliances**

The co-op must provide each unit with a stove and refrigerator in normal working order. Members must keep the appliances reasonably clean.

(i) **Moving Out of the Unit**

When members move out of their unit, they must leave it clean and in good order. Failure to leave their unit clean and in good repair will result in charge backs to the members.

5.10 Acts of Others

Members are responsible for any act or failure to act of members of their household and guests. This includes any person they, or members of their household or guests, invite or allow onto co-operative property. Members must take reasonable steps to prevent wrongful act or failure to act by such persons and may be evicted if they do not do so. If there is a financial loss as a result of any act or failure to act of the persons mentioned above, the members will have to bear the financial loss even if they had no opportunity to prevent the action.

Article 6: Occupancy Rights and Standards

6.1 Purpose of This Article

This Article deals with members already living in the co-op. It covers when they no longer have the right to occupy their present unit because of changes in household size. It does not cover when new members, or members who want to relocate to other units, will get a unit.

6.2 Changes in Household Size

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

The new person must sign consent if the co-op asks for it. Members must also give the co-op any other reasonable information which the co-op asks for. Members must give the notice, consent and other information promptly.

(b) The maximum number who can live in each unit type is:

- one bedroom 2 persons
- two-bedroom 4 persons
- three-bedroom 6 persons

These are the “Maximum Occupancy Standards”.

(c) The minimum number of persons who can live in each of the co-op’s unit types is:

- one bedroom 1 persons
- two-bedroom 1 persons
- three-bedroom 1 persons

These are the “Minimum Occupancy Standards”

(e) If a subsidized member ceases to meet the occupancy standards they must follow the procedures as stated in the housing charge assistance policy.

6.3 Able to Live Independently

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

The board can evict a member if it decides that the member cannot meet these conditions.

(b) The board must use the procedures stated in Article 9 of this By-law.

6.4 Priority for the internal wait list

The Co-op shall maintain a waiting list of members occupying units of the Co-op who have indicated a desire to change units. As suitable units become available priority shall normally be given to persons on the internal wait list in accordance with the membership policy. The board of directors may either depart from the order on the internal or external wait list or give a particular person on the external wait list priority over a member on the internal wait list if it feels there is a good reason to do so. This is subject to appeal in the case of a member to the Board of directors.

6.5 Sale of a Part of the Co-op

The board can decide to sell all or part of the co-op’s housing units if the members pass a special resolution giving it the power to do so once all obligations to the operating agreements have been met, including its end and any other government legislations.

The resolution should deal with the occupancy rights of the members living in these housing units.

6.6 Damage by Fire, etc.

- (a) If there is major damage affecting a large number of units, the board will examine the situation and propose a solution.
- (b) If only one or a small number of units are damaged, the board will consult with the members living in the units to deal with the situation. These decisions will have priority over the Unit Allocation By-law (for example, in questions about priority on a waiting list).

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

- Should the unit be repaired?
 - How quickly?
 - When will the member be required to move out?
 - When will the member be entitled to move back?
 - Will there be any charges to the member during the period?
 - Are there any available units that the member can occupy until their unit is repaired? Should there be any priority on the co-op's internal or external waiting list?
- (c) The co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage.
 - (d) If any unit in the co-op is damaged by fire or other casualty and such damage is minor, the unit shall be repaired as quickly as possible and there will be no reduction in the housing charges.

Article 7: Occupancy by Members

7.1 Policy

- (a) In the co-op's by-laws, household means:
 - a member
 - any other members living in the unit
 - persons under eighteen living in the unit
 - persons who have turned eighteen and continue to live in the unit, and
 - any long-term guests approved by the board under 7.5 of this By-law. The co-op does not consider anyone else as part of a member's household.
- Other persons can live in a member's unit only as casual guests if permitted by

this By-law. Members must not allow anyone other than the persons referred to above to use their unit.

(b) This By-law applies to a member unit. The co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Any leases, agreements or applicable laws govern the co-op's relations with them. Parts of this By-law apply to non-members living in a member unit.

(c) Occupants of a member unit who are not members have:

- no greater right to occupy the unit than the members who occupy it, or any right to occupy it independent of the members
- no right to occupy any other unit in the co-op, and
- no right to a place on the co-op's internal waiting list.
- When a unit has been allocated to a member or members no other person other than the member or members may occupy the unit except as provided in this By-Law

7.2 Additions to Household

Members may wish to add to their household someone over eighteen years of age who is not a member. That person must apply for membership in the co-op or for board approval as a long-term guest. That person can occupy the unit as a casual guest while waiting for the board to decide. If the board refuses to approve the application for membership, that person can occupy the unit only as a casual or long-term guest if permitted under 7.4 or 7.5 of this By-law.

7.3 Persons Eighteen Years of Age

If a person who is part of a member's household turns eighteen, that person should apply for membership in the co-op. If they fail to apply for membership, then they will be considered long-term guests and the board may cancel or change their long-term guest status at any time, as stated in 7.5.

7.4 Casual Guests

- (a) Members can have only a reasonable number of guests at any one time.
- (b) Members must have the board's permission to permit a guest to stay for more than **three consecutive months** for a single visit. Normally this would only be for up to one additional month. Members must have the board's permission to allow a guest to spend a total of more than **three** months in a unit for any

number of visits during any twelve-month period. The board can choose the twelve-month period.

- (c) The board normally allows a single visit to last for **three** months. When the board gives permission for any visit it:
- sets the time limit for the visit, and
 - will include the income of the casual guest when calculating household income for a housing charge subsidy.

7.5 Long-Term Guests

- (a) The board can allow members to have a guest for an indefinite period. These guests are long-term guests in this By-law. Examples include:
- family members who are part of a member's household
 - live-in employees
 - additions to the household who have been refused membership, and
 - others whom the member invites.
- (b) Members and their guests must sign a long-term guest agreement, such as Schedule B of this By-law.
- (c) The board can cancel long-term guest status or change the terms of the long-term guest status at any time. The board must give written notice to the member and the guest of any meeting where it will be discussed. The board must 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. There is no right of appeal.
- (d) The income of long-term guests is to be included in the household income when housing charge subsidy is calculated.

7.6 Principal Residence

All members must use their co-op units as their principal residence and personally occupy them. Members may not be absent from their unit for a total of more than 6 months in any given year without permission of the board. The unit must remain their principal residence while they are absent.

7.7 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.8 No Profit

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit.

- (b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the co-op.
- (c) The co-op can ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.

7.9 Co-op Employees

- (a) An employee that is a coordinator cannot live in the co-op. If the board decides that the employee's duties make it necessary to live in the co-op, the employee will be a tenant of the co-op.
- (b) The board must make sure that there is a written agreement with the employee stating that the employee's tenancy ends at the same time that the employment ends.
- (c) Exceptions for members and members of their households
 - i. Who are temporarily employed by the co-op if the total employment for all members of the household is not more than two weeks in a year.
 - ii. Members in this exception can be on the board of directors, but they have to watch out for conflicts of interest and follow the by-laws, if there is a conflict.

7.10 Death of a Member

- (a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the member's possessions by the end of the second month after the death.
- (b) Non-members living in the unit after a member's death can apply for membership. If they are accepted, the board can allocate the unit to them without following the Membership policy and Unit Allocation By-law. If they do not apply for membership or their application is rejected, the board can evict them without using the procedures in Article 9.

Article 8: Members Who End Their Occupancy

8.1 Procedures

- (a) If members want to end their occupancy in the co-op, they must give at least 60 days written notice. The notice must specify the last day of the month as the date of termination. The members' right to occupy their unit ends at the end of

the notice period. Members cannot withdraw a notice without the board's consent. The board can refuse to allow members to withdraw the notice. Members cannot appeal the board's decision.

- (b) Members have full rights and obligations during the notice period. If members move out of their unit, they are still responsible for any outstanding obligations until the end of the notice period.
- (c) If the co-op needs to get possession of a unit of a member who has given notice, the board can follow the procedures stated in *171.12 of the Cooperative Corporations Act* and can apply for a writ of possession by obtaining an order from the Landlord and Tenant board if Part V.1 of the RTA applies, or by obtaining a writ of possession from the superior court if Part V.1 of the RTA does not apply. It can do this on or after the date that the membership and occupancy rights have ended.

8.2 Withdrawal from Membership

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

8.3 Abandoned Unit

If a unit is abandoned, the co-op can take possession. The member's occupancy rights end on the day that the co-op takes possession. It will be considered that the member has withdrawn from membership at the same time unless written notice to the contrary is given to the co-op.

8.4 Members No Longer Living in the Co-op

This section applies when a member ceases to live in the co-op as a principal residence, but other members of the co-op remain in the unit. It will be considered that the member has given notice to withdraw from membership on the first day the member no longer lives in the unit. The member's occupancy rights also end on that day. This section also applies in the event of a spousal breakup and the member remaining in the unit has given written notice of the move out of the spouse.

Article 9: The Co-op Evicts a Member

9.1 Terms Used in This By-law

The *Act* uses the terms "terminating membership and occupancy rights" when referring to members, and "terminating occupancy rights" when referring to non-members. In this By-

law these acts of the co-op are referred to as “evict the member” or “eviction”.

9.2 When the Co-op Can Evict a Member

- (a) The board can evict a member if the member:
 - i. owes housing charges to the co-op at the time of the board meeting
 - ii. has been repeatedly late in paying housing charges
 - iii. has broken the by-laws in a way the board considers serious, or
 - iv. has repeatedly broken the by-laws in a way the board considers serious, even if the member has corrected the situation when given notice.
 - v. the member has by a decision of the board, substantially or repeatedly failed to participate in the co-op in accordance with the participation policy,
 - vi. the member has by a decision of the board, substantially or repeatedly interfered with the enjoyment by other members of the use of their units.
 - Vii. The member has by a decision of the board, substantially or repeatedly failed to observe his maintenance and repair responsibilities as set out in the maintenance policy
 - Viii. The member is no longer eligible for membership status
 - ix. The member has committed any other breach or breaches of his obligations under this By-Law or any other charter, by-laws, rules and regulations, or policies of the co-op, and the board feels that such breach is serious enough to warrant termination of occupancy.

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

9.3 How the Co-op Can Evict a Member

- (a) The board must pass a resolution by majority vote to evict a member.
The board can base its resolution on the model in Schedule E of this By-law.
- (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, except in the case of emergency and in addition a notice of termination must also be served and it must be on a form approved by the Landlord and tenant board
The notice must be signed by a director or assigned to a manager/coordinator.
- (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 and details for the proposed eviction
 - iii. the member's unit
 - iv. the proposed eviction date
 - v. if the member vacates in accordance with the notice, then the termination date is the date indicated on the notice
 - vi. if the member does not vacate the unit, the Co-op may apply to the Landlord and Tenant Board for an order terminating the occupancy and evicting the member, and if the Co-op applies for an order the member is entitled to dispute the action.
 - vii. Require the member to remedy the breach if capable, and require the member to make compensation in money for the breach if it may be compensated for in money.
 - viii. The notice must set out the amount of the arrears, and that the member may avoid the termination of occupancy by paying on or before the termination date the amount stated on the notice and any additional amount that has become due.
- (d) The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- (e) The notice must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the board meeting:
 1. fourteen days if the member owes housing charges to the co-op
 2. one day in the case of domestic violence
 3. at least sixty days if the member is unable to live independently, as in 6.3 of this By-law, the notice period must be on the last day of the month
 4. at least sixty days if the member's household size breaks the co-op's occupancy standards, the notice period must be on the last day of the month
 5. at least sixty days if the member has been persistently late in paying their housing charges, the notice period must be on the last day of the month
 6. 10 days for the illegal act of trafficking illegal drugs, production of an illegal drug, or possession of an illegal drug for the purpose of trafficking.
 7. twenty days for damage caused by the member, and the notice must state that the member is required within seven days repair, or pay for the repair of the damaged property or replace or pay for the replacement of the damaged property.
 7. twenty 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.

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

- (g) If the board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within ten days of the meeting. The notice must be signed by the secretary, any director or assigned to manager/coordinator.

in addition a notice of termination must also be served and it must be on a form approved by the Landlord and tenant board

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

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

9.4 Legal Action

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

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

- (b) The board can choose someone to deal with legal actions for the co-op. It can do this either by making it part of that person's job description or by a resolution.

This person can:

- 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.
- ii. Make an application to the Landlord and Tenant Board and represent the Co-op at the hearing

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.

9.5 Performance Agreements

- (a) The co-op can sign a performance agreement with the member. When a member and the co-op sign a performance agreement, any outstanding resolution evicting the member will be suspended or cancelled.

- (b) The performance agreement may state how the member will:

- i. carry out obligations in the future
- ii. correct any past problem, and
- iii. compensate the co-op for any losses.

The board must authorize every performance agreement except under 9.5 (b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

- (c) The board can use the Performance Agreements in Schedules G and H of this By-law.
- (d) If the member breaks the performance agreement, and the original resolution was cancelled as a result of the signing the performance agreement then the board must start the procedure to evict the member over again. If the original resolution was to suspend the eviction subject to the terms of the performance agreement being followed, the board can proceed directly to eviction. Any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the Landlord and Tenant Board or a judge.
- (e) When signing a performance agreement, the board can decide that a resolution of eviction will be suspended if the member:
 - i. pays the amounts owed, or
 - ii. carries out any acts that the board states in the resolution within the time period stated in the resolution.

9.6 Non-Members in a Member Unit

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

Article 10: Miscellaneous

10.1 References to Other By-laws

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

10.2 Serving Documents

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

- a separate notice will be given to each member being evicted, and to any member who has left the unit
- if a member is absent or evading notice, the notice can be given by :
 - handing it to the member
 - handing it to any apparently adult person at the unit
 - leaving it in the mailbox where mail is ordinarily given to the member

- if there is no mail box, by sliding it under the members door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered or,
- sending it by mail to the last known address where the person resides or carries on business

10.3 Errors or Omissions in Procedures or Notices

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

Article 11: Firearms in the Co-op

Possession of firearms

Members who possess firearms must:

11.01. Have a valid license to possess a firearm

11.02. Submit proof of valid license and any and all additional paperwork on registered firearms to the Office of the Co-op.

"A license is your authorization to possess and register a firearm and to obtain ammunition. Your license must be kept current for as long as you possess firearms in Canada."

11.03. Submit a list of all firearms that are in the members unit. This list must be submitted to the office and must be kept up to date. **If these conditions are not followed the members Co-op membership will be cancelled.**

Article 12: Storage of Firearms

12.01 Firearms must be locked up at all times in a gun safe or other locked container suitable for firearms. The firearms must be at all times:

- **a) Unloaded**
- **b) rendered inoperable by means of a secure locking device**
- **c) rendered inoperable by the removal of the bolt or bolt-carrier**
- **d) if these conditions are not followed the members Co-op membership will be cancelled**

Gun legislation in Canada is largely about licensing and registration. Handgun registration became law in 1934, and automatic firearms registration was added in 1951. In 1969, laws classified firearms as "non-restricted", "restricted" and "prohibited". Starting in 1979, individuals who wished to acquire firearms were required to obtain a firearms acquisition certificate ('FAC') from their local police agency. From 1995-2012, all firearms owners were required to possess a firearms licence (either a 'PAL', 'POL', 'FAC', or a 'minors licence') and all firearms were required to be registered. In April 2012, the requirement to register non-restricted firearms was dropped in every province and territory, except for Quebec; the requirement for all firearms owners to possess a valid firearms licence remains law.^[1] In 2015, the Supreme Court of Canada ruled against Quebec, thus the non-restricted registry records were destroyed in their entirety.

CERTIFIED to be a true copy of By-law No.5 of William Punnett Housing Co-operative Inc.,
passed by the board of directors at a meeting held on the 7th day of November 2017
and confirmed by a two-thirds vote at a meeting of members held on the November
21, 2017.

C/s
Secretary

Schedule A
Occupancy Agreement

William Punnett Housing Co-operative Inc.

List each Member
in the Member Unit

1.

2.

3.

Address of
Member Unit:

Unit # & Street:

City:

Date of
Occupancy:

Membership Terms:

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

5. Members must provide proof of tenant insurance to the co-op office annually, and at any other time requested.
6. Members must participate and provide access to the units not less frequently than once per year for the purpose of pest control. Members must also provide access to the units not less than once per year for the purpose of annual unit inspections.

The following provisions apply at the date of this agreement:

Housing charges do not include telephone, television, or tenant insurance.

Members living in the townhouses are responsible for their own heat and hydro bills as well.

First months housing charge: \$ _____
Security deposit: \$ _____
FOB deposit: \$ _____
Parking charge (if applicable): \$ _____
Parking deposit (if applicable): \$ _____
Laundry card: \$ _____
Membership fee: \$ _____

Total move in expenses: \$ _____

Keys received: _____ _____	Initial
--------------------------------------	----------------

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered. You also agree that you have received and read over a copy of the Co-ops By-Laws, policies and regulations and agree to abide by them. The member acknowledges that the unit is a member unit under the *Canada Cooperatives Act, and the Co-operative Corporations Act* and that parts of the *Landlord and Tenant Act* do apply.

Signature(s)
of Member(s):

Member 1:	Date:
-----------	-------

Member 2:	Date:
-----------	-------

Member 3:

Date:

Signature for
the Co-op:

Co-op:

by:

Date:

Schedule B
Long-Term Guest Agreement

William Punnett Housing Co-operative Inc.

List each Member in
the Member Unit:

1.

2.

3.

Long-Term Guest:

Address of
Member Unit:

Unit # & Street:

City:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
5. The long-term guest must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest acknowledges that the unit is a member unit under the *Canada Cooperatives Act*, and the *Co-operative Corporations Act* and that parts of the *Landlord and Tenant Act* do apply.

7. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Signature of the
Long-Term Guest:

	Date:
--	-------

Signature for
the Co-op:

Co-op

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

Schedule C
Short-Term Guest Agreement

William Punnett Housing Co-operative Inc.

List each Member in
the Member Unit:

1.

2.

3.

Short-Term Guest:

Address of
Member Unit:

Unit # & Street:

City:

1. The co-op agrees that the short-term guest can live in the member's unit as a part of the member's household.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The short-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The short-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The short-term guest agrees to leave the member's unit if the member or the co-op requests it. The short-term guest will be entitled to written notice to leave the unit.
5. The short-term guest must immediately leave the unit when the member's occupancy rights end.
6. The short-term guest acknowledges that the unit is a member unit under the *Canada Cooperatives Act*, the *Co-operative Corporations Act* and that part of the *Landlord and Tenant Act* does apply.
7. The short-term guest agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Signature of the
Short-Term Guest:

	Date:
--	-------

Signature for
the Co-op:

Co-op

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

Schedule D
Notice to Appear

William Punnett Housing Co-operative Inc.

List each Member
in the Member Unit:

1.

2.

3.

4.

Address of
Member Unit:

Unit # & Street:

City:

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

This meeting will be on _____, 20____, in the board room at 3077 Lakeshore Blvd. West, Etobicoke Ontario M8V 1K7

The board meeting will start at____ p.m., but you do not have to arrive before _____ p.m.

The proposed date for ending your membership and occupancy rights is _____, 20_____.

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 the Co-operative may obtain a Writ of Possession (eviction order) after your membership and occupancy rights are ended. If you do not vacate your unit, the Co-operative will also seek a writ of possession from the Landlord and tenant board, or from the superior court.

You are hereby required to remedy the breach or default if it is capable of remedy, or make compensation in payment in full for the breach prior to such meeting, or your occupancy rights may be terminated at such meeting.

The Grounds for ending your membership and occupancy rights are:

Arrears:

1. You owe the co-op \$_____ in housing charges as of _____, 20 _____. This is contrary to Article 9.2, paragraph (a) of the occupancy By-law (By-law No. 5)

2. You have repeatedly paid your monthly housing charges late. This is contrary to Article 9.2, paragraph (a) of the occupancy By-law (By-law No.5)

Other:

3. **Specific:**

General:

Details:

Signature for the
Co-op:

By:
Date:

Schedule E
Board of Directors
Eviction Decision

William Punnett Housing Co-operative Inc.

Members:

List each Member in
the Member Unit:

1.

2.

3.

4.

Address of
Member Unit:

Unit # & Street:

City:

Background:

1. The Co-operative gave the member(s) a Notice to Appear as required by Article 9.3 of the occupancy By-law (By-law No. 5) by section 40 of the Canada Cooperatives Act, and by section. 171.8 of the *Co-operative Corporations Act* (as amended by Bill 166).

Put a line through the incorrect phrases.

2. The member(s) (attended/did not attend) the board meeting. A representative of the member(s) (attended/did not attend) the board meeting.

3. This decision was made by a majority of the directors at a proper meeting held on _____

Decision:

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

4. The occupancy rights of the member(s) in the above unit are ended

on _____, 20 _____. The membership of the member(s) in the Co-operative is ended on the above date.

Reasons:

Include as a reason each ground in the Notice to Appear used by the board to make its decision (which may not be all of them). Not all of the details are necessary.

5. The board of directors made its decision because:

1. The member(s) owe(s) the co-op \$_____ in housing charges as of _____, 20_____. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

Arrears:

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

2. The member(s) has/have repeatedly paid monthly housing charges late. This is contrary to paragraph _____ of the _____ By-law (By-law No. _____).

Other:

Repeat for each additional reason.

*Paragraph(s) that
the member has broken.*

Specific:

*Paragraph that
provides for eviction.*

General:

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

Details:

Further Decision:

*Complete if there are
conditions the
member can meet to
stop the eviction. Fill in
"The membership and
occupancy rights of
the member will not
end if" and the condition
such as signing a
Performance Agreement
or making payments at
certain times*

Resolution of the board of directors of William Punnett Housing
Cooperative passed on _____, 20____ at a
properly constituted meeting, which resolution is still in effect
and has not been amended.

**Signature for
the Co-op:**

--

by:

Date:

--	--

Schedule F
Notice of Board of Directors Eviction Decision

William Punnett Housing Co-operative Inc.

Please print or type. Add additional pages if necessary.

To Members:

List each Member
in the Member unit:

1.

2.

3.

4.

Address of
Member Unit:

Unit # & Street:

City:

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

A meeting of the board of directors was held on _____, 20____. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your occupancy rights in the above unit on _____, 20____, and decided to end your membership in the Co-operative on that date. (See the attached Board of Directors Eviction Decision.)

*Attach a copy of the Board
Eviction Decision to this
Notice.*

*Repeat the date
the member is
to move out.*

Leave your unit by _____, 20____. If you do not, the Co-operative will start proceedings against you.

Signature for the
Co-op:

--

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

Schedule G
Performance Agreement for
Arrears and Late Payment

William Punnett Housing Co-operative Inc.

List each Member in
the Member Unit:

1.

2.

3.

4.

Address of Member
Unit:

Unit # & Street:

City:

*Include this paragraph
only if the board of
directors has decided to
end membership and
occupancy rights.*

The board of directors decided to end your membership and
occupancy rights at a meeting on _____, 20____.

You admit that the following is true:

Fill in one of these.

1. You owe the co-op \$_____ of housing charges as of
_____, 20____. This is contrary to paragraph
_____ of the _____ By-law (By-law No. _____).

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

Any outstanding resolution to evict you is cancelled. The co-op agrees not to end your membership and occupancy rights as long as you do the following:

*Change and/or add
to this list depending
on the payment terms.*

1. You agree to pay your entire debt on the following schedule:
 - (a) \$_____ when you sign this Agreement.
 - (b) \$_____ on or before _____, 20____
 - (c) \$_____ a month from then on.
2. You agree to pay your monthly housing charges on or before the first day of each month from the date this agreement is signed.
3. You agree to make the above payments by debit, certified cheque or money order. You agree to make these payments to the co-op office by 4 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, you can make the payment on the next business day.
4. You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.
5. You must meet all the deadlines in this Agreement. You must not miss any of them unless you have authorization from the co-op.
6. The length of the agreement is not to exceed a period of six months.

Signature(s) of
Member(s):

Member 1:

Date:

Member 2:

Date:

Member 3:

Date:

Signature for
the Co-op:

by:

Date:

Schedule H
Performance Agreement
For anything other than arrears

William Punnett Co-operative Homes, Inc.

Please print or type. Add additional page if necessary.

List each Member in
the Member Unit:

1.

2.

3.

4.

Address of Member Unit: Unit # & Street:

City:

*Include this paragraph
only if the board of
directors has decided
to end membership
and occupancy rights.*

The board of directors decided to end your membership and

occupancy rights at a meeting on _____, 20____.

You admit that the following is true:

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

Any outstanding resolution to evict you is cancelled. The co-op agrees not to end your membership and occupancy rights as long as you agree that for _____ months you:

Fill in what the member agrees to do or not to do.

Signature(s) of Member(s):

Member 1:	Date:
-----------	-------

Member 2:	Date:
-----------	-------

Member 3:	Date:
-----------	-------

Member 4:	Date:
-----------	-------

Signature for the Co-op:

--

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

Schedule I
Housing Charge Assistance Policy

William Punnett Housing Co-operative will be receiving Federal (Section 95) funding to provide housing charge assistance to residents. The criteria of the programs vary considerably with the provincial criteria being far more restrictive.

The policies and procedures outlined below are designed to allow the Co-op to take advantage and operate within the guidelines of the program.

This statement sets down policies and procedures that relate to the allocation of assistance by the Co-op and the rights and responsibilities of members receiving assistance.

Requirements relating to the program application process, daily administration, Co-op reporting, etc. are not incorporated. The Manual and the Section 95 Agreement should be consulted concerning these requirements.

1. ELIGIBILITY REQUIREMENTS

All applicants must meet the following eligibility requirements:

Only applicants, whom qualify under Federal (Section 95) to be determined and approved by the Board of Directors, are eligible for housing charge assistance.

A household must require a minimum of \$50.00 per month in housing charge assistance to be eligible.

Applicants must be Canadian Citizens or Landed Immigrants.

Members may not receive assistance greater than that for which they qualify according to the graduated housing charge scale set by the Federal governments.

All residents in receipt of a subsidy must verify their household income on initial application, and annually thereafter, on an anniversary date specified by the Co-op.

Documentation for income verification must be submitted annually, when there is a change in household income, or at any other time requested by the Co-op

Required documentation is specified in the attached schedule, paragraph 13.

Members who are in receipt of subsidy must apply for it annually. It is not automatically given. Members in receipt of subsidy are also required to submit all income verification documentation annually, and at any time there is a change in the household income, or at any other time it is requested. Any member that does not submit all of the documentation required will have their subsidy removed immediately.

Persons on social assistance, senior citizens, households without children who are working full-time or working part-time by necessity. (With the restrictions noted below)

NOTE: Households without children who are working part-time by choice will NOT be eligible for subsidy without approval by the board.

Households without children, who are students, unemployed or receiving an adult training allowance will be given a lower priority if there are insufficient subsidy funds to subsidize all qualifying households.

Households where a member chooses to go back to school and not work will not be eligible for subsidy.

2. OCCUPANCY GUIDELINES

Applicants receiving housing charge assistance must meet the following occupancy guidelines, except as described in paragraph 2.2.

- A. A maximum of two people per bedroom may occupy a unit.
- B. There must be a minimum of one person per bedroom occupying a unit except in the case of couples who will normally be expected to share a bedroom unless they have medically documented reason for requiring separate rooms.
- C. The Co-op will subsidize families to the maximum of the average housing charge for each type of unit. Members on rent geared to income wanting more expensive units must pay the difference between the average housing charge and the charge of the desired units. This special note added to the subsidy policy will only apply to members applying for subsidy effective January 31, 1985. However, this policy does not apply to previous applicants. (Approved by the Board of Directors January 31, 1985).

- 2.2 If a member receiving housing charge assistance ceases to have the family size appropriate for the unit occupied as set out in paragraph 2, the member will be offered the first unit of appropriate size that becomes available. If the member refuses the first unit offered, the housing charge assistance shall terminate two months after such refusal.

3. ANNUAL VERIFICATION OF INCOME AND HOUSEHOLD COMPOSITION

Members receiving housing charge assistance shall provide the Co-op with a signed declaration of gross income, assets and household size and composition every twelve months or at the request of the Board. Each member shall promptly report to the Co-op, IN WRITING, any change of income within 1 month of the change or subsidy will be cancelled immediately.

4. CHANGES IN INCOME

- a) All members receiving subsidy have to report the increase to the office immediately. Increases in housing charges for members become effective on the first of the month, two months following the month that the increase occurred. Except where the adjustment shall be made at the time the shelter component is increased.

- b) The Co-op shall give the member 60 days notice of any such adjustment except in the case of members receiving social assistance where the adjustment shall be made at the time the shelter component is increased.
- c) All members receiving subsidy have to report the decrease to the office immediately. The housing charge will be adjusted at the beginning of the next month. Pending funds availability and Board approval.

5. UTILITY COSTS

The monthly charge to members receiving assistance will be adjusted by the amount allowed in the utility scale for non fully serviced accommodation where residents pay their own housing costs. This also applies to CMHC scale.

5.2 MINIMUM HOUSING CHARGE

The minimum monthly housing charge for all members receiving assistance is \$375.00.

6. INTERNAL WAITING LIST

- a) A waiting list will be established consisting of Co-op members who meet the eligibility requirements set out in paragraph 1 and the occupancy guidelines set out in paragraph 2.
- b) Priority for allocation of assistance (both permanent and emergency) will be based on the date of application and pending funds and Board approval.

6.2 EXTERNAL WAITING LIST

Separate waiting lists will be maintained for applicants not requiring housing charge assistance, applicants requiring assistance, and applicants for the disabled. The following guidelines will be followed when housing charge assistance is available which is not required internally:

- a) If a subsidy is available, it will be offered to the first person on the waiting list

7. EMERGENCY ASSISTANCE

Members receiving emergency assistance must meet the eligibility requirements set out in paragraph 1. The board shall approve all emergency subsidies.

8. ALLOCATIONS OF EMERGENCY ASSISTANCE TO DISABLED APPLICANTS

In cases where a vacating member occupying a unit for the disabled was not receiving assistance, but the new member will require assistance, and no permanent subsidy is available, an emergency subsidy may be allocated on a permanent basis. In such cases, eligibility criteria will be those outlined in paragraph 1.

9. FALSE DECLARATION OF INCOME

Where a household is discovered to have:

- a) Falsely declared its income, or failed to report an increase in income, their subsidy will be cancelled immediately
- b) Never informed the co-ordinator of any changes in employment, the member will be required retroactively to reimburse the co-op for subsidy funds allocated to its account unjustifiably and their subsidy will be cancelled immediately. Where the household refuses to reimburse the Co-op, eviction proceedings will be initiated.
- c) Never informed the co-ordinator of owning a business (present/new) and any income from such business, their subsidy will be cancelled immediately.

10. HOUSEHOLDS BEING EVICTED

Where a household is being evicted, any assistance allocated will be terminated effective on the date at which the household vacates its unit.

11. SUBLETTING

Members will not be permitted to assign or sublet their unit.

12. APPLICATION AND APPROVAL PROCEDURES

- a) Households applying for assistance must complete the Co-op's Housing Charge Assistance application form and provide the required proof of income.
- b) The Co-ordinator or other Co-op employee designated by the Board will verify that the households applying qualify for assistance, administer the assistance waiting list(s), calculate the amount required by each applicant and make a recommendation to the Board. The Board will give final approval to all applications for assistance.

13. PROOF OF INCOME

- a) One month current bank statements is required from all applicants
- b) Last year notice of assessment is required from all applicants.
- c) Confirmation of all investments and assets are required from all applicants.
- d) If you are regularly employed submit one of the following:
 - i. Confirmation letter from your employer, stating gross wages and hours, or annual salary and overtime pay this year. Plus eight (8) consecutive weeks pay stubs.
 - ii. T4 slips or Tax Notice of Assessments are not acceptable documentation by themselves.
 - iii. T452 Notice of Assessment will be accepted as additional proof.
- e) If you are receiving social assistance, submit a letter from your caseworker or the social agency indicating the size of your family and the amount of benefits received. Plus a photocopy of your benefits cheque and drug card.

- f) If you receive a pension, submit a confirmation letter and any copies of your monthly pension cheques or the slips sent to you with the cheques.
 - g) If you are self employed the following is acceptable:
 - i. A letter or financial statement from a chartered accountant, indicating the gross income from your business.
 - ii. A statutory declaration, sworn before a notary public of your earnings in the past twelve (12) months and projected earnings for the next twelve (12) months; this declaration must be accompanied by a copy of your last Notice of Assessment.
 - h) If you are irregularly or seasonally employed submit your last Notice of Assessment and T4 slip as well as a confirmation letter from your current employer (or copies of your employment insurance) and an estimate of your earnings for the next twelve (12) months.
 - i) If you are currently unemployed, submit copies of your employment insurance showing the gross benefits paid.
 - j) ALL INCOME MUST BE REPORTED including support payments received, or paid.
14. The Federal (CMHC) scale shall be used in calculating housing charge assistance for members in receipt of social assistance benefits.
15. The board of directors shall determine the scale used for the purpose of calculating non benefit income, and has the authority to change it from time to time.
16. The Co-ordinator with the Board of Directors' approval shall place subsidy units in the Federal programs to achieve the maximum uses of the funds and units available.
17. Any discrepancies or disputes will be settled by the Housing Charge Assistance Policy if not in violation of Federal Section 95 Agreements. If it is not covered in the Housing Charge Assistance Policy it will be settled by the Federal Agreement.

NOTE: Subsidies will be calculated on GROSS income before taxes, before "take home pay": this includes self-employment

PASSED by the Board of Directors and sealed with the Corporate Seal of the William Punnett Housing Co-operative Inc., this 10th day of September, 1990 and amended by the Board of Directors and sealed with Corporate Seal of the William Punnett Housing Co-operative Inc., this 4th day of February 2014.

President

Corporate Secretary

Schedule J
Participation Policy

General:

All members are obligated to abide by the participation guidelines as set out below, unless they are prevented by illness or emergency or any other reason acceptable by the board.

Any non-participating member is to appear before a two member board of the participation committee (if applicable) prior to their name being submitted to the board of directors.

If there is no participation committee, the member may be called in directly to the board of directors for non-participation.

Rules Governing Participation:

1. Any and all volunteer work is counted as participation for example, fire watch and garbage duty.
2. Under the terms of the co-ops by-laws each member shall participate in the activities of the co-op by attending each annual meeting of members, and all other meetings of members, unless prevented by illness or emergency, or any other reason acceptable by the board.
3. Any volunteer work for the co-op and attendance at general membership meetings is considered participation
4. If a member fails to participate then the member may be called before the board of directors which may decide to terminate the member's occupancy rights for failure to participate.

PASSED by the Board of Directors and sealed with the Corporate Seal of the William Punnett Housing Co-operative Inc., this 10th day of September, 1990 and amended by the Board of Directors and sealed with Corporate Seal of the William Punnett Housing Co-operative Inc., this 4th day of February 2014.

President

Corporate Secretary

Schedule K
Daycare Policy

In the interests of providing a necessary service to members, as well as an opportunity for part time employment, the following are guidelines for permitting co-op members to provide daycare in their units.

1. No member may provide daycare in their home without prior approval from the board of directors.
2. No more than three children may be taken in care by a member at any time.
3. Any member providing daycare is responsible for the conduct of the children while in their care.
4. In permitting a member to provide daycare, the co-operative is in no way approving or recommending the service provided.
5. If a member on subsidy chooses to provide daycare, their daycare income must be fully declared annually or at any time requested to the co-operative with written confirmation.
6. If problems arise between members because of the provision of daycare services that cannot be satisfactory resolved, the privileges of providing daycare services may be revoked by the board of directors.
7. Daycare may include part time, full time or before and after school care.

PASSED by the Board of Directors and sealed with the Corporate Seal of the William Punnett

Housing Co-operative Inc., this 4th day of February 2014 and confirmed by the members at
a general membership meeting held on this ____ day of _____

President

Corporate Secretary