

A By-law about the rights and  
obligations of the co-op and the  
members

# By-law No. 2

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## OCCUPANCY BY-LAW

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Passed by the Board of Directors on January 24, 2019

Confirmed by the members on January 31, 2019

*This By-law has been modified from the following template By-law:*

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# **ARTICLE 1: ABOUT THIS BY-LAW**

## **1.1 Introduction**

This By-law states the basic rules for the co-op to provide housing for its members and the basic rights and obligations of the co-op and the members.

## **1.2 Priority of this By-law**

### **(a) Conflict with other by-laws**

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

### **(b) References to other by-laws**

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

### **(c) No unauthorized commitments**

No one can commit to anything dealing with occupancy rights on behalf of the co-op unless authorized under this By-law. Any unauthorized commitment is not effective.

## **1.3 Repeals**

All existing bylaws and policies are repealed effective the date of the Annual General Meeting on January 31, 2019.

## **1.4 Laws about Occupancy**

In addition to this By-law certain laws affect occupancy at the co-op. These include the following laws in addition to other government requirements.

- A. The **Co-operative Corporations Act** governs the co-op. Parts of the **Co-operative Corporations Act** have important rules about occupancy that are not in this By-law.
- B. The **Residential Tenancies Act** has rules about co-op evictions that are not in this By-law.
- C. The Ontario **Human Rights Code** has important rules about housing that affect the co-op.

If the co-op received funding under an Ontario government program, it may have to follow rules about occupancy under the **Housing Services Act**. The co-op's service manager may also have rules about occupancy.

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

## 1.5 Occupancy Agreement

### (a) Standard form

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

- **Appendix A: Member Charges.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Household Members.** This applies at the time of signing the Occupancy Agreement. If there are changes, the member has to notify the co-op as

stated in section 9.5 (Reporting Change in Household Size). A new Appendix B should be signed.

- **Appendix C: Housing Charge Subsidy Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will receive housing charge subsidy. If the member gets housing charge subsidy at a later time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendixes A and B have to be signed at the same time.
- **Appendix D: Special Needs Unit Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will occupy a special needs unit. If the member gets a special needs unit at a later time, Appendix D has to be signed then.

#### **(b) Who signs**

The Occupancy Agreement must be signed by all co-op members who will occupy the unit.

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

#### **(c) Government requirements**

To meet government requirements, the Appendixes to the Occupancy Agreement can be changed by the board of directors without amending this By-law.

#### **(d) Occupancy Agreement applies**

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



## **(e) Special requirements**

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

## **1.6 Special Meanings**

### **(a) Business day**

A “business day” in this By-law means any day that is not a Saturday, Sunday or public holiday.

### **(b) Co-op Office**

The designated co-op office will post days and hours of work on their outer door. The emergency contact number will also be posted.

### **(c) Eviction**

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

### **(d) Government requirements**

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

### **(e) Housing charge subsidy**

“Housing charge subsidy” in this By-law means geared-to-income subsidy, or any other subsidy for housing charges,

or any income-based or similar reduction in housing charges.

#### **(f) Housing charges**

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

- “Full monthly housing charges” means the housing charges calculated monthly before deducting or crediting any housing charge subsidy.
- “Subsidized monthly housing charges” means the full monthly housing charges after deducting or crediting any housing charge subsidy.
- “Regular monthly housing charges” means the full monthly housing charges, after deducting or crediting any housing charge subsidy, plus any parking or other monthly charges, including net sector support

#### **(g) Legal action**

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

#### **(h) Manager**

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

#### **(i) Performance agreement**

A “performance agreement” includes an arrears payment agreement.

## **(j) Staff**

"Staff" refers to employees of the co-op and to property management companies and other contractors and their employees.

## **(k) Year**

When this By-law refers to a "year", it means a consecutive twelve-month period. This is not necessarily a calendar year. The co-op decides what twelve-month period to use in each case. Fife Road Co-operative Homes, Inc. fiscal year is from September 1 to August 31.

### **1.7 Summary of Time Requirements**

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

## **ARTICLE 2: MEMBERS' RIGHTS**

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

The co-op gives members the right to:

- live in their housing
- use their parking space using their official Fife Road Parking Permit (Refer to Parking Policy)
- use the co-op's common facilities, which is anything not directly attached to the unit (map showing common areas) and
- be involved in the governance of the co-op.

Co-op by-laws and policies limit members' rights. These limits include but are not limited to the following: Miscellaneous, Membership, Parking and Paint Policy

### **2.2 Definition of a Member-in-good-standing**

A member-in-good-standing is a member who is not currently in arrears, has not been in arrears more than twice as per the co-op's Arrears Bylaw and is not currently failing to comply with any existing bylaws or policies.

## **ARTICLE 3: MEMBERS' CONTRIBUTIONS**

### **3.1 Housing Charges**

#### **(a) Monthly housing charges**

Each member must pay housing charges to the co-op. Monthly housing charges are made up of:

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

#### **(b) Other housing charges**

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

- the membership fee of \$35.00 per member (once only)
- late payment charges of \$50.00
- bank or financial institution charge for NSF cheques or failed payments
- NSF administration fee and failed payment charges
- other charges that members must pay under any of the co-op's by-laws.

#### **(c) Not included in housing charges**

Housing charges include water but do not include the following. These are direct costs to the member:

- electricity for a unit
- gas heating for a unit
- utilities for a unit

- water tank rental
- cable television for the unit
- telephone for unit
- insurance on member's personal property
- member's personal liability insurance

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

#### **(d) Adjusting items in housing charges**

This By-law has to be amended in order to change the items that are included in housing charges or not included in housing charges.

### **3.2 Member Involvement**

Members must attend all general members' meetings. All general member meetings, and any other meetings as determined by the Board of Directors are mandatory. If a member does not attend without a legitimate reason, provided to the manager in advance of the meeting, the member can be called to the Board and will be considered a member not-in-good-standing. This means, among other things, that the member will not have access to the Community Centre or run for the Board of Directors. Members should take part in all other activities of the co-op.

### **3.3 Payment of Housing Charges**

#### **(a) Time of payment**

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

#### **(b) No cash payments**

Housing charges cannot be paid in cash.

### **(c) Pre-authorized payment**

Members can pay housing charges in a pre-authorized way. This is usually more convenient for both members and co-op staff. This includes:

- i) pre-authorized debit, if available at the co-op
- ii) pre-authorized payment, if available at the co-op
- iii) post-dated cheques

Arrangements can be made at the co-op office.

### **(d) Other ways to pay**

Members can pay each month by debit card, credit card or e-transfer, if available at the co-op office. Those paying by credit card or e-transfer, if available, may be subject to a flat fee for service, to be determined by the board.

Members who do not pay in any of the ways stated above have to pay by monthly cheque or money order. These have to be delivered to the co-op office. If no one is in the office, they can be put into the co-op office mail box.

## **3.4 Other Charges**

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

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

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

### 3.5 Member Deposit

#### (a) Paying the member **damage** deposit

Members must pay a member **damage** deposit to the co-op. This deposit cannot be used as the last month's housing charges. Members must pay this deposit before moving into their unit, unless the co-op allows them to pay it over time. **This payment plan cannot be longer than six months.** This must be stated in a Performance Agreement prepared by the manager and signed by both the member and the co-op.

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

**All members must pay an amount equal to the full market housing charge for their unit as a deposit**

**All existing members of the co-op must increase their damage deposit to an amount equal to the full market housing charge for their unit. A Performance Agreement will be signed by both the member and the co-op agreeing to this payment. The Agreement will last no longer than six months, unless the board approves differently.**



### **(c) Adjusting the member deposit when housing charges change**

If there is an increase in housing charges after budget approval at the Annual General Members Meeting, the members must pay the equivalent amount of the increase to be deposited into their damage deposit.

### **(d) Returning the member deposit**

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

- i) the member did not give enough notice
- ii) the unit was not left in the condition required under the co-op by-laws
- iii) the member owes money to the co-op for unpaid housing charges or damages

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

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

## **3.6 Housing Charges Are Per-Unit**

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

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

### **3.7 Housing Charge Subsidy**

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

## **ARTICLE 4: SETTING HOUSING CHARGES**

### **4.1 The Members Set the Full Monthly Housing Charges**

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

### **4.2 Annual Budgets**

#### **(a) Operating budget**

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

- i. the total expected cost of operating the co-op
- ii. a breakdown of the total expected cost in detailed categories
- iii. the full monthly housing charges proposed for each unit or kind of unit
- iv. the charges proposed for each service provided to members and charged separately, such as parking spaces.

## **(b) Capital budget**

The board must also prepare a capital budget for approval of the members if it is planning capital expenses. If possible, it should be presented to the members at the same time as the operating budget. A capital budget must contain:

- i) the proposed capital expenses
- ii) the proposed source of funds
- iii) the effect of the proposed expenses on the co-op's capital reserve
- iv) the effect of the proposed expenses on the co-op's future operating budget
- v) the estimated timeline for the capital expenses.

## **(c) Approval by members**

Approval of an operating budget or capital budget by the members authorizes the board to spend money as stated in the budget subject to the Spending Policy.

### **4.3 Notice of Proposed Budget**

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act* and the by-laws. A copy of the proposed budget must be delivered to each unit at least five days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

## **4.4 Changes in Housing Charges**

### **(a) Beginning of changed housing charges**

Any change in the full monthly housing charges will begin on the 1<sup>st</sup> day of September each year (in accordance with the co-op's fiscal year).

Households applying for a housing charge subsidy must submit complete income and asset information in order to calculate a geared-to-income housing subsidy. The member household will be required to pay the market housing charge until the information is received in full

### **(b) Notice of Change**

Notice of a change in the market housing charges must be delivered to each unit within 90 days after the Annual General Members Meeting.

## **4.5 Mid-year Change in Housing Charges**

The board of directors may decide that there should be a change in the budget and/or housing charges during a fiscal year. If so, the board will prepare a budget or statement showing the reason for the change and submit it to a meeting of the members. Section 4.3 of this By-law states how the co-op will give notice of this meeting. Timing and other rules about any change will be as stated in sections 4.1 to 4.4 as applicable.

Any increases or decreases in a member's geared-to-income housing subsidy will be in accordance with the County of Wellington's Geared-to-Income Programme requirements.

## ARTICLE 5: MEMBERS' UNITS

### 5.1 Maintenance and Repair

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

- The co-op must offer a unit that is completely move-in ready to a potential member.
- The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government requirements.
- Upon move-out, the co-op will inspect the unit to ensure it is move-in ready.
  - If there is carpet in the unit or the floor is determined to be in such a condition that it needs to be replaced, the flooring will be replaced with laminate.
  - The kitchen will be inspected to ensure that the cupboards, stove, fridge and countertops are clean and in good working order. If it is determined that there is a problem with any of these, they will be repaired, if possible, or replaced if necessary.
  - The bathroom bathtub, tub surround, toilet, sink and countertops will be inspected to ensure that there are no problems. If there is a problem, it will be corrected either by repair or replacement.
  - All walls will be repaired and primed before move-in.

## **(b) Common elements**

The co-op must keep the co-op property and all services and facilities of the co-op to the same standard as the units. Members with accessibility needs will be provided with assistance, should it be required, to maintain their property

The co-op must provide each unit with a stove and refrigerator in normal working order. Accessible units will be provided with a washer and dryer as well.

## **(c) Responsibility of members**

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in the Co-operatives Bylaws, the City, County, Provincial and Federal requirements).

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

Members must co-operate in all reasonable ways with co-op staff and any tradespeople or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of entry).

## **(e) Reporting problems**

Members must promptly report to the co-op any condition in their unit, the equipment in the unit or their building, if it could cause damage to their unit or co-op property and/or impact on the warranty.

## **(f) Maintenance and Improvements**

The co-op's Maintenance and Improvements Policy, if there is one, and/or other co-op by-laws, will have more

detail on maintenance and repair responsibilities. The co-op and the members must obey those by-laws.

### **(g) Alterations and improvements**

Members cannot make alterations and improvements to their units or co-op property without board of directors approval.

### **(h) Exterior of Unit**

Members cannot install or attach anything to the outside of doors and windows.

Anything structural, including a fence in their backyard must be pre-approved by the board of directors.

### **(i) Common Elements**

Members cannot put or keep anything in the halls, lobbies, corridors, walkways, driveways, common areas and/or any part of the co-op property other than the interior of their units to comply with City of Guelph Bylaws, the Guelph Fire Department or Guelph Property Standards.

### **(j) Privacy**

Members cannot install cameras in their units or in vehicles that could record persons in another vehicle, or building, corridor, in public or common walkways or other public or common areas in yards or outdoor areas adjacent to other member units.

### **(k) Neglect of responsibilities**

If members do not fulfill their responsibility under this section or any other applicable co-op by-laws or policies or if members prevent entry when permitted under section 5.2 of this bylaw, the co-op can do what is necessary to correct the situation. Those members must pay the cost. Examples include higher call back costs,



flooding of other units caused by your negligence or additional costs if pests spread to other units. These examples are not inclusive.

### **(l) Moving out of the unit**

When members move out of a unit, they have to leave it clean and in good condition. If there is damage, other than normal wear and tear, the unit will be repaired at the members' cost. The members damage deposit will be used and, if the costs are higher than the deposit, the member will be invoiced for the remainder.

### **(m) Co-op Maintenance**

The co-op has the choice of employing a general maintenance handyperson and utilizing professional tradespeople when required; employing a contractor who has access to the tradespeople as required; or employing a live-in superintendent. This individual will live on site in a market housing charge unit and will be responsible for all regular maintenance and all emergency calls.

## **5.2 Privacy**

### **(a) Permission needed**

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

### **(b) Notice of entry**

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

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

**(c) Showing unit**

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

- i. the members have given notice to end their membership and occupancy rights, or
- ii. the co-op has given notice of a board of directors' decision to evict the member

**(d) Time 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 unit. The member does not have to be present at the time of entry.

**(e) One notice per unit**

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

**5.3 Damage to Units**

**(a) Major damage**

If there is major damage affecting a large number of units, the board of directors will examine the situation and propose a solution

## **(b) Other damage**

In the event of damage to one unit, the board of directors will consult with the member living in the unit to deal with the situation. If the member must move to another unit until repairs are completed, they may be given priority over the external and internal waiting lists.

## **(c) Things to decide**

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

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

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

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

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

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

## **5.4 Members' Insurance**

Members must obtain public liability insurance and property insurance for their unit.

### **(a) Co-op not liable**

The co-op, **board of directors**, co-op staff, contractors and other members will not have any liability to a member or a person in a member's household for things that would be covered by a normal member's contents insurance policy. It does not matter what caused any loss and it does not matter whether the member or anyone in the household had any insurance.

### **(b) Insurance**

Members must make sure their insurance policy contains clauses to protect the co-op. These are called 'waiver of subrogation' clauses. The member's insurance company can obtain this. It should not cost extra.

# ARTICLE 6: USE OF UNITS

## 6.1 Residences

Units must be used as the primary residence and related uses as per section 6.3 for members, their households and other persons allowed by this By-law.

## 6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. All members of a household in receipt of RGI assistance are allowed to be absent from the unit for a maximum of sixty (60) consecutive days.

All members of a household in receipt of RGI assistance are allowed to be absent from the unit for a maximum of ninety (90) days over a twelve (12) month period. A household in receipt of RGI Assistance shall be deemed to not be absent from the unit for the purposes of these local rules if such a person is absent from the unit for medical reasons. Refer to the Absence from Unit Policy for additional information.

## 6.3 Related Uses

### (a) Related uses permitted

"Related uses" are home businesses that do not require clients or visitors. The board of directors must review and approve the home business before the business starts. The business must meet the following minimum criteria:

- the use is permitted by government requirements, including zoning bylaws

- the space used for the business is no larger than 10 square meters
- the use does not create a disturbance beyond what is appropriate for a residential community
- there are no clients or visitors and
- co-op bylaws are obeyed

**(b) No rooming or boarding houses**

- Related uses do not include using a unit as a rooming house, or boarding house, or providing food or lodging for others or renting space or anything similar
- Do not include short term or long term rentals of the unit or part of the unit
- Co-op units may not be advertised in AirBnB or registered with internet rental services

**(c) Insurance and Liability**

A member must have all insurance that is reasonable for a related use including any insurance that is needed to meet government requirements (This is in addition to the regular tenant's insurance) The member must give the co-op a current copy of the insurance policy and any changes. The member will obey any directions by the co-op about the insurance so that it will protect the co-op in addition to the member. The member will be responsible for any claims against the co-op, co-op staff, contractors and other members and occupants that are connected to any related use by the member.

## **6.4 No Transfer of Membership or Occupancy Rights**

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

## **6.5 No Profit from Unit**

### **(a) When leaving co-op**

Members must not profit, directly or indirectly, when they leave the co-op. Long or short term guests in the unit must leave the co-op before or on the date the member moves.

## **6.6 Co-op's Insurance**

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

## ARTICLE 7: BEHAVIOUR

### 7.1 Prohibited Conduct

The co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighbourhood community. Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of these communities. Co-op members must not make or allow any noise, nuisance or other act that unreasonably disturbs or interferes with any other member of these communities. Co-op members may sit on their own stoop but if they have visitors (including other members) they must either go into their own unit or to the common areas. Co-op members must not commit any illegal act in their units or on co-op property.

### 7.2 Violence Free Community

Fife Road Community Co-operative Homes, Inc. is a community where all members and staff strive to live peacefully and safely in a violence free community. Fife Road Co-operative Homes, Inc. does not accept or condone any form of abuse between or among members, children, guests and staff. Everyone has the right to live with the respect due every individual.

Co-op members and their guests must not commit violence against any other individual (including staff, other members, children, other guests, etc.) of these communities. Violence can be real or threatened. Violence can be but is not limited to physical, psychological and/or sexual. Child abuse is a kind of violence. Violence against another person in the same household is domestic violence and can also include bullying



- (a) It is the responsibility of the Co-op to provide guidance, investigate charges of violence, abuse, discrimination or harassment and proceed with appropriate action.
- (b) Abuse does not stop by itself. All community members have the responsibility to ensure the physical and emotional safety of all members, children, guests and staff. If a member or staff member of Fife Road Co-operative Homes, Inc. witnesses or suspects that abuse is taking place, the member or staff member should advise the Board of Directors, in writing. If a member or staff member feels that there is immediate danger involved, they should immediately contact the police. Abuse involving a child or children must be reported to Family and Children Services as required by law.

### **7.3 Domestic Violence**

#### **(a) Definitions**

Domestic violence includes but is not limited to physical abuse, isolation, psychological and emotional abuse including bullying, threats and intimidation, economic abuse, sexual abuse and property destruction within a household.

#### **(b) Victim's Recourse**

A victim of domestic violence in any form may:

- Present a written request to the Board of Directors to have their spouse or cohabitating members' membership and occupancy rights terminated
- At the request of the member (victim) locks to their unit will be changed at no cost to the member
- If the termination of the cohabitating member reduces the gross income of the household to a level at which

the remaining members qualify for a housing charge subsidy, the remaining members shall be given priority on the Internal Waiting List for a subsidy if one is unavailable at the time of the incident where permitted by the Funding Authority.

- Obtain information on support groups available within the City of Guelph

### **(c) Termination of Membership and Occupancy Rights**

The Board of Directors will terminate the offending members right to occupy a unit in the Co-op when a member (the victim) presents a written request to the Board of Directors

- Termination proceedings will commence immediately when any of the following occurs:
  - There is a restraining order, a peace bond or terms of bail which do not allow contact between the member and their spouse or cohabitating member.
  - The Board of Directors will process the member (offender) termination under By-law 2, Article 7.4
- If the member (victim) presents a sworn affidavit to the Board of Directors that the domestic violence occurred, the Board of Directors will process the member (offender) termination under Bylaw 2, Article 7.)
- The member has voluntarily abandoned the unit (By-law 2, Article 10.5), a member who is no longer residing in the Co-op may be expelled from membership in accordance with Section 66 and Section 171.8 of the Co-operative Corporations Act as amended.

### **(d) Reinstatement of Offending Member**

A member may be reinstated in the following conditions:

(a)The member (victim) presents written information to the Board of Directors that they will accept the offending member back;

(b)The offender will serve a six-month probationary period as a long term guest during which time the Co-op may terminate their occupancy at any given time, without prior notice, at the discretion of the Board of Directors. During this time, the member households housing charge will be accessed in accordance with Article 7.3 and participation by the member (offender) will be expected

(c)Following the six-month probationary period, the terminated member shall reapply to the Board of Directors for reinstatement and occupancy rights

(d)The terminated member will be given an information package of community services available upon renewal of membership

## **7.4 Child Abuse**

### **(a) Definition**

Child abuse includes but is not limited to physical abuse, verbal abuse, psychological and emotional abuse, threats, intimidation and bullying and sexual abuse. Child abuse includes but is not limited to this definition. Child abuse may be committed by any individual, including but not limited to a member within the household, another member, a guest or another child. It is every individual's legal and moral obligation to report any suspected child abuse to the Family and Children Services (this can be done anonymously).

### **(b) Victim's Recourse**

A member in a household, including the child, where child abuse has occurred may:

- Present a written request to the Board of Directors to have the offending members' membership and occupancy rights terminated;
- If the termination of the cohabitating member reduces the gross income of the household to a level at which the remaining members qualify for a housing charge subsidy, the remaining members shall be given priority on the Internal Waiting List for a subsidy if one is unavailable at the time of the incident where permitted by the Funding Authority.
- If a child is reporting the abuse to a member or staff of the Co-op, they shall immediately contact the police and the Children's Aid Society
- Obtain information on support groups available within the city of Guelph.

### **(c) Termination of Membership and Occupancy Rights**

- The Board of Directors will immediately commence proceedings to terminate the offending members right to occupy a unit in the Co-op when:
- The Board of Directors has sufficient evidence that a member has been involved in the abuse of a child;
- The Board of Directors has sufficient evidence that a guest of a member has been involved in the abuse of a child. The Board may require the member to remove the guest immediately and ensure that the guest does not return to the Co-op. If the member fails or is unable to do so, the Board may terminate the members' occupancy rights.
- A member of the household involved presents a sworn affidavit to the Board of Directors that the child abuse has occurred. Supporting documents must be provided. This

may include the sufficient evidence listed below or a copy of a police report.

Sufficient evidence of child abuse includes:

- A restraining order or terms of bail preventing the person from being in the presence of any particular child or children without supervision
- The withdrawal of the member's child or children by the Children's Aid Society for reasons of abuse
- The presentation of a sworn affidavit to the Board of Directors by a member of the household stating that the child abuse has occurred. Supporting documents or a police report must be attached.

#### **(d) Reinstatement of Offending Member**

A member may be reinstated on the same conditions as listed in 7.3(d)

### **7.5 Abuse/Harrassment**

#### **(a) Definition**

Members, children, staff members and guests should be able to co-exist in the Co-op without fear of violence, bullying, abuse or harassment against them. It is expected that individuals co-exist in a safe, healthy environment where rules of common courtesy are followed. Members are responsible for their own behaviour, as well as that of their children and their guests.

Abuse includes but is not limited to physical abuse, sexual abuse, verbal abuse including bullying, psychological and emotional abuse, threats and intimidation, discrimination, harassment and property destruction.



## **(b) Victim's Recourse**

An individual can provide a signed written complain providing all relevant information and the names of witnesses, if any, is to the Board of Directors as soon as possible.

## **(c) Termination of Membership and Occupancy Rights**

The Board of Directors will commence proceedings to terminate the offending member's right to occupy a unit in the Co-op when the Board is satisfied that it has sufficient evidence that a member has been involved in the abuse/harassment of another member, child, guest or staff member.

Termination proceedings will commence immediately when any of the following occurs:

- The offender (member) has voluntarily abandoned the unit
- The victim presents a sworn affidavit for the Board of Directors stating that the abuse/harassment has occurred and the Board of Directors has sufficient evidence that the member (offender) has been involved in this activity. Supporting document may be required dependent on the nature of the assault
- If the Board of Directors has sufficient evidence that a guest or child/children of a member is the offender, the Board may require the member to remove the guest immediately and ensure that the guest does not return to the Co-op. If the member fails or is unable to do so, the Board may terminate the member's occupancy rights. If the incident involves property damage and/or graffiti, the member shall be held responsible

- If the Board of Directors has sufficient evidence that a child or children of a member is the offender Board of Directors may, at their discretion, terminate the member's occupancy rights if the member fails to properly supervise the children. If the child or children are involved in mischief, including an incident involving property damage and/or graffiti, the member shall be held financially responsible.

**(d) Reinstatement of Offending Member**

A member may be reinstated on the same conditions as listed in 7.3 (d).

## **7.6 Sexual Harrassment**

**(a) Definition**

No member, guest or staff person should be subject to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. It is the responsibility of the individual making the complaint to clearly inform the harasser that his/her behaviour is offensive or unwelcome and request that the behaviour stop. It is the responsibility of the Co-op to investigate charges.

**(b) Victim's Recourse**

A victim of sexual harassment in any form may:

- Submit a written complaint to the Board of Directors with documentation of all circumstances and witnesses, if any



### **(c) Disciplinary Action**

Following an investigation of sexual harassment charges disciplinary action may be warranted

- If the offender is a guest of a member, the Board of Directors may require the member to remove the guest immediately and ensure that the guest does not return to the Co-op. If the member fails or is unable to do so, the Board of Directors may commence proceedings to terminate the member's occupancy rights
- If the Board of Directors deems the offense as serious, termination proceedings regarding the member's occupancy rights will be commenced immediately

## **7.7 Bullying**

### **(a) Definition**

Bullying means aggressive and typically repeated behaviour by a member, child, guest or staff member where:

- The behaviour is intended by the member, child, guest or staff member to have the effect of, or ought to know, that the behaviour would be likely to have the effect of:
  - Causing harm, fear or distress to member, child, guest or staff member including physical, psychological, mental, emotional or social harm, harm to the individual's reputation or harm to the individual's property;
  - Creating a negative environment for another member, child, guest or staff member

- The behaviour occurs in a context where there is real or perceived power imbalance between the member, child, guest or staff member based on such factors as size, strength, age, intelligence, peer group power, economic status, social status, religion, ethnic origin, sexual orientation, family circumstances, gender, gender identity, gender expression, race, or disability. Bullying can occur through electronic means and is known as cyber-bullying. It includes:
  - Creating a web page or a blog in which the creator assumes the identity of another person
  - Impersonating another person as the author of content or messages posted on the internet
  - Communicating material electronically to more than one individual or posting material on a website that may be accessed by one or more individuals.

Bullying may be intentional or unintentional, direct or indirect. It can take many forms including, physical, verbal and social. If the behaviour is physical, it may include hitting, pushing, slapping and tripping. It may include name calling, mocking, insults, threats and sexist, racist, homophobic or transphobic comments. It can be more subtle and may involve such behaviour as gossiping, spreading rumours, excluding others from a group, humiliating other with public gestures or graffiti and shunning or ignoring. This also includes the use of technology by spreading rumours, images or hurtful comments through the use of e-mail, cell phones, text messaging, internet websites, social networking and other technology.

### **(b) Victim's Recourse**

Submit a written complaint to the Board of Directors with documentation of all circumstances and witnesses, if any

### **(c) Disciplinary Action**

Following an investigation of bullying charges, disciplinary action may be warranted

- If the offender is a guest of a member, the Board of Directors may require the member to remove the guest immediately and ensure that the guest does not return to the Co-op. If the member fails or is unable to do so, the Board of Directors may commence proceedings to terminate the member's occupancy rights
- If the offender is a child or children of a member, the parent(s) member will be held accountable. The Board of Directors may require will expect the member to take their own disciplinary action. The Board of Directors may ask the member to attend a Board of Directors meeting to discuss the situation
- If the offender is the member, the member may be asked to attend a Board of Directors meeting to discuss the situation.

If the Board of Directors deems the offense as serious, termination proceedings regarding the member's membership and occupancy rights will be commenced immediately

### **7.8 Workplace Safety Environment Violence**

Fife Road Co-operative Homes, Inc. is committed to the safety of its workers. Co-op staff should enjoy a workplace that is free from violence and harassment. No worker, volunteer or any other individual associated with the co-op shall subject any other person to workplace violence or

harassment or allow or create situations that allow workplace violence or harassment to occur. The co-op will:

- support and promote a program on the prevention of workplace violence and harassment
- regularly assess the risks of workplace violence
- identify possible sources of violence and harassment
- strive to eliminate or reduce the risk of workplace violence and harassment;
- take every precaution reasonable in the circumstances to protect workers from domestic violence that would likely cause physical injury to workers in the workplace
- investigate and deal with all incidents and complaints of workplace violence and harassment in a fair and prompt manner

## **(A) Accountability**

### **(i) Board of Directors Responsibility**

- It is the Board of Directors' responsibility to investigate all allegations listed above, in as confidential a manner as possible, and for taking the appropriate action to ensure that the action does not occur again
  - Should the offending member be a director, then the Board of Directors may, at its next following meeting, on notice to the director, and having given her/him the opportunity to appear and be heard, remove her/him from office
  - It is the Board of Directors' responsibility to ensure that no retaliation occurs against members, guests or staff who bring allegations of abuse to their attention. Any member bringing complaints or assisting the investigation of such a complaint will

not be adversely affects in terms and conditions of membership, nor discriminated against or evicted because of the complaint unless it is proven to be done with malicious intent

**(ii) Investigating Incidents and Complaints**

The co-op will investigate all incidents and complaints about violence and harassment promptly:

- If the incident or complaint is on human rights grounds, the co-op will follow the process set out in the Human Rights By-law (include if the co-op has adopted a human rights by-law)

(a) An incident report or a complaint must be in writing and signed by the person filing the report or making the complaint unless this is unreasonable. The report or complaint should be given to the co-op manager. If the report or complaint is about the manager it can be given to the President.

(b) If the report or complaint is about both the manager and the President, it can be given to any director. The co-op will designate a person to look into the incident or complaint. This position may be called the Incident Investigator or the Complaints Officer. The designated person may or may not be a director or a staff member and may be from outside the co-op

(c) The designated person may be authorized to consult the co-op lawyer. Where there is a possible legal liability on the part of the co-op, the co-op lawyer will be consulted before proceeding further

(d) The investigation into the incident or complaint will include interviews with the parties and any others that may

have knowledge of the incident or complaint. The investigation may include a review of co-op files and inspection of parts of the co-op as necessary. The designated person will submit a written report to the board

(e) The board will consider the report and take the appropriate action where there is evidence of violence or harassment. In determining the action to take, the board will consider the seriousness of the acts. Possible actions include:

- a letter of apology or a performance agreement, if the parties will agree to these;
- mediation between the parties or mandatory counselling;
- proceedings to remove someone from the board if the person at fault is a director;
- reprimand, suspension or dismissal if the person at fault is a worker;
- eviction, if the person at fault is a resident of the co-op. However, in determining what to do, the board will be guided by the eviction process; and,
- establishing appropriate security measures as part of the workplace violence and harassment program.

## **(B) Privacy**

As far as possible, the co-op will keep all information relating to an incident or complaint confidential.

However, in order to investigate an incident or complaint, the person conducting the investigation may have to interview people in order to get at the facts. As far as possible in doing these interviews, that person will try to

protect the identity of those involved, but this will not always be possible.

The Co-op will disclose information only on a need-to-know basis.

### **(C) Action by Co-operative**

While the incident or complaint is being investigated, the co-op will:

- (a) limit contact between the parties involved in the incident or complaint
- (b) assist the affected worker in obtaining help to deal with any stress they may be feeling (refer to the Employee Assistance Program for counselling).

### **(D) Other Legal Rights**

This policy does not in any way limit the right of workers to take any other legal action resulting from violence or harassment.

## **ARTICLE 8: HUMAN RIGHTS**

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

### **8.1 Statement of principles and obligations**

(a) The co-op community is made up of all members, other residents and staff.

(b) Members of the co-op community must respect the human rights of other members of the co-op community and of people who deal with or visit the co-op.

(c) The co-op expects members of the co-op community to obey the Ontario Human Rights Code and not to do anything that would discriminate against or harass others in a way that would breach the Human Rights Code.

(d) The co-op itself must follow the requirements stated in paragraphs (b) and (c)

(e) The co-op and members of the co-op community should strive for an environment at the co-op that is fair, inclusive and respectful of people's dignity.

### **8.2 Background information**

Background information on these rights, principles and obligations and on the Ontario Human Rights Code is in Appendix B of Schedule K to this By-law.



### **8.3 Other rights**

The rights in this By-law are in addition to any other rights that anyone has. Nothing in this By-law prevents anyone from exercising their legal rights in any way. The co-op encourages people to use the procedures in this By-law to deal with human rights issues, since this can help the co-op address any human rights problems at the co-op.

### **8.4 No reprisals**

Any reprisal for making a good faith complaint under this By-law is a breach of this By-law.

### **8.5 Co-op Services**

#### **(a) Individual assessment**

The co-op will consider the needs of each individual member of the

co-op community in conducting its operations. The co-op will take all reasonable steps to adjust its services and operations to meet the individual needs of members of the co-op community that are related to a prohibited ground of discrimination under the Human Rights Code.

#### **(b) Members with disabilities**

In providing its services the co-op will take all reasonable steps to accommodate the needs of members of the co-op community with disabilities.

#### **(c) No indirect discrimination**

The co-op will take all reasonable steps to adjust any restriction, qualification or factor in the co-op's operations

that results in indirect discrimination contrary to the Human Rights Code.

#### **(d) Limits**

The co-op will take the steps referred to in sections 2.1, 2.2, and 2.3 if they can be taken without undue hardship. In deciding what steps to take the co-op will follow the definitions and be bound by the obligations under the Human Rights Code.

Indirect discrimination under section 2.3 does not include rules and procedures under government or other special programs to relieve hardship or economic disadvantage, to assist in achieving equal opportunity or to eliminate infringement of rights.

#### **(e) Able to live independently**

The co-op's obligations do not include providing any form of care or assistance in the activities of daily living. Members of the co-op community who need this kind of assistance must arrange for it without depending on the co-op.

#### **(f) Requests for accommodation or adjustment**

Requests for accommodation or adjustment should initially be directed to the manager and should be in writing, if possible. The request will be dealt with promptly and with full respect for the dignity of the person who made the request.

A request should state what is being requested and why it is needed. The manager will obtain any necessary backup documentation, such as evidence of medical need, if necessary. The manager will obtain advice from the co-op's lawyer if necessary. The request and all material related to it will be kept in confidence and only shown to staff or others who have a need to know.

### **(g) Authority to arrange for work**

If the manager does not believe any issues are raised that should go to the board, the manager will have authority to grant an accommodation or adjustment by arranging for work that is within the manager's spending authority or would normally be done by co-op staff. In any other case the manager will report to the board, which will make the decision unless a budget change is needed. If a by-law or budget change is needed, the board will make an appropriate proposal to the members. There will be full consultation with the person who made the request to ensure that everyone understands the issues and concerns.

### **(h) Relation to Human Rights Code**

The obligations of the co-op in this By-law are intended to implement its responsibilities under the Ontario Human Rights Code. They should not be interpreted in any way that is inconsistent with the Human Rights Code or that would give lesser or greater obligations to the co-op.

## **8.6 Dealing with Problems**

### **(a) Investigate complaints**

The co-op will deal with complaints about a breach of this By-law as stated in this By-law. The board of directors will deal with situations that it becomes aware of whether or not there is a specific complaint, but where there are reasonable grounds to believe a breach of the By-law has occurred.

### **(b) Procedure**

The procedure for complaints and investigations is stated in Schedule K.

### **(c) Complaints about co-op**

If a complaint is established about the conduct of the co-op itself, or directors, officers, committees or others acting on behalf of the co-op, the board will take appropriate action to correct the situation and avoid any repetition.

- The action could include such things as one or more of
  - o a letter of apology;
  - o a performance agreement;
  - o mediation or conflict resolution between the parties;
  - o a warning or reprimand;
  - o removal from a committee;
  - o proceedings to remove someone from the board as stated in the Organizational By-law;
  - o development and introduction of policy statements and educational initiatives to avoid anything similar in the future;
  - o other actions referred to in this By-law.
- If the individual involved is a staff member, the board will consider requirements under any employment or property management contract, and other employment and contractual obligations. This could affect the method of investigation and the action taken. The board will obtain legal advice in all appropriate circumstances. The action taken could include such things as one or more of the items stated in the previous section and/or
  - o employee education and training;
  - o oral reprimand;

- o written reprimand;
- o suspension;
- o termination of employment.

#### Complaints about members of the co-op community

If a complaint is established about the conduct of a member of the co-op community who is not acting on behalf of the co-op, the board will decide what action to take. The board's basic intent will be to resolve the situation amicably if possible. The action taken could involve one or more of the items stated in the preceding sections.

#### **(d) Eviction**

Breach of this By-law can be grounds for eviction under the Occupancy By-law. In determining whether to consider eviction or whether to evict, the board will consider such things as:

- the evidence available as to what happened;
- the appropriateness of eviction as a response, considering the seriousness of the breach and other possible solutions to the underlying situation;
- the appropriateness of a performance agreement or other alternative to address the situation;
- the likely success or failure of legal action to evict;
- the costs involved in evicting someone.

## **8.7 Relation to Other By-laws**

### **(a) Applying co-op by-laws**

The co-op must comply with the Human Rights Code when applying co-op by-laws and other co-op rules and decisions. If any by-law, rule or practice conflicts with the Human Rights Code, then it has to be changed. If the manager becomes aware of any need for changes, the manager will report it to the board. The board will make all changes that are needed and are within the board's authority. If a by-law or budget change is needed, the board will make an appropriate proposal to the members.

If any change to comply with the Human Rights Code is needed urgently and cannot wait for a members' decision, the board will make any decisions that are needed even if they conflict with the by-laws. The board will only do this after receiving a written opinion from the co-op's lawyer. The issue will be reported at a members' meeting, either specifically or as part of a proposal for a by-law change.

### **(b) Procedures under other laws or by-laws**

Someone may have a right of appeal or review under another law or by-law, such as if the board decides to evict someone or if a membership application is refused. If the member or applicant feels that the original decision was in breach of the Human Rights Code, the member or applicant may file a complaint under this By-law. However, the member or applicant should also file an appeal or request for review (as applicable). The board can decide to deal with the complaint and the appeal or review at the same time or to hold action on one until the other is decided.

## **ARTICLE 9: MEMBERS' HOUSEHOLDS AND GUESTS**

### **9.1 Basic Requirements**

#### **(a) Who is part of a household**

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

1. a member
2. any other members living in the unit
3. children of the member who are under sixteen and live in the unit
4. children of the member who have turned sixteen and continue to live in the unit, and
5. long-term guests approved by the board of directors under this Article (8.4).

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

#### **(b) Who is not part of a household**

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

### **(c) Guests**

A guest is someone staying in a member's unit at the same time as the member. A guest staying two weeks or longer must be reported to the office for safety reasons.

### **(d) Non-member occupants**

Occupants of a unit who are not members (long or short term guests) have:

- no right to occupy the unit independent of the members
- no right to occupy any other unit in the co-op
- no right to a place on the co-op's internal waiting list

## **9.2 Addition of a Member**

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

## **9.3 Turning Sixteen**

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



## **9.4 Long-term Guests**

### **(a) Approval needed**

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

### **(b) Length of time**

The board can approve a long-term guest for a fixed period or for a maximum period of three months, whichever is less. This must be stated in the board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Cancelling long-term guest status) does not apply. Requests for a longer stay may be provided to the board of directors as per (a) above. Refer to the Housing Services Act.

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

All members in the household and their guests must sign and comply with a long-term guest agreement, Schedule B attached to this By-law.

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

The board of directors can cancel long-term guest status or change the terms of long-term guest status at any time **for breach of bylaws or illegal activities** This includes long-term guests under section 8.3 (Turning Sixteen). The board must give written notice to the members in the

household and the guest of any meeting where it will be discussed and of the board decision. Only one notice needs to be given for all members and others in a unit. There is no right of appeal.

### **(e) Housing charge subsidy calculation**

The income of long-term guests is to be included in household income when housing charge subsidy is calculated if the household receives a geared-to-income subsidy. This is subject to requirements of the County of Wellington's Geared-to-Income Subsidy Programme.

## **9.5 Casual Guests**

Members can have only a reasonable number of casual guests.

Casual guests may stay at the co-op for no longer than one month. They must then leave the co-op for at least one month. The maximum months the guest can stay in any year is three. This means that a casual guest only has three months throughout the year to visit.

If members wish someone to stay longer, or they wish the guest to stay during the month they are supposed to leave, the member must ask the board of directors to approve that person as a long-term guest as stated in section 9.4 (Long-term Guests).

## **9.6 Absence from Unit: Housing Charge Subsidy**

Households receiving housing charge subsidy may breach the requirements of the County of Wellington's Geared-to-Income Subsidy Program and lose their subsidy. Refer to Absence from Unit Policy.

## **9.7 Evicted Persons**

If someone has been evicted from the co-op or has left after a Notice to Appear was issued a member cannot permit that person to be a casual or long-term guest without advance written approval from the board of directors. The co-op may treat that person as a trespasser and may remove him or her from co-op property. The member who permits that person on the co-op's property will be considered in default under this By-law.

## **ARTICLE 10:HOUSEHOLD SIZE**

### **10.1 Purpose of Household Size Requirements**

The County of Wellington has established Occupancy Standards for its geared-to-income programme in order to make the best use of the Geared-to-Income Programme.

Households receiving geared-to-income subsidy must comply with the County of Wellington's Occupancy Standards as they presently exist or as they may be duly amended.

# ARTICLE 11: HOW MEMBERS WITHDRAW FROM THE CO-OP

## 11.1 Membership and Occupancy Are Linked

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

## 11.2 Ending Membership and Occupancy

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

### (a) Last day of a month

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

#### I. 60 Days' Notice

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

## **II. February and March**

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

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

## **III. Not enough notice**

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

## **IV. No withdrawal of notice without consent**

Members cannot withdraw a notice of termination without the written consent of the board of directors. The member must have been a member-in-good-standing while occupying the unit. The board can refuse to allow members to withdraw a notice of termination. Members cannot appeal the board decision.

## **V. Vacating early**

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

## **VI. If members do not vacate**

If all persons in the household do not vacate the unit on the termination date or earlier, the co-op can take legal

action for an eviction order. The procedures in Articles 11 to 15 relating to eviction do not apply.

### **11.3 Part of Household Ends Membership and Occupancy**

This section applies if a member stops occupying a unit as a principal residence, but one or more co-op members continues to occupy the unit. This could happen following domestic violence (see Article 7) or because a member moved out for any other reason.

#### **(a) Notice procedure**

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

##### **I. When procedure not followed**

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

##### **II. Notice by remaining household**

The members who continue to occupy the unit must notify the co-op in writing within ten days after one of the members (or a non-member occupant like a child who did not join the membership at age 16) stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

##### **III. Housing charge subsidy**

Government requirements or the co-op's Housing Charge Subsidy By-law, if it has one, may state what happens when one person no longer occupies the unit. Unless they

state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to emergency housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements.

## **11.4 Death of a Member**

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

**Unit rights and responsibilities end at the end of the month after the month of death.**

#### **I. If no other members occupy the unit**

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

#### **II. If other members occupy the unit**

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

#### **III. Approved long-term guests**

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



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

A guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 10 (Household Size) if that section applies. The guest will not receive the member's housing charge subsidy, but might be able to apply under the County of Wellington Geared-to-Income Subsidy Programme. If a guest does not apply for membership or the application is rejected, the board can evict the guest without using the procedures in Articles 12 to 16 relating to eviction.

### **11.5 Vacant or Abandoned Unit**

If a member has not paid their housing charge, and upon an inspection no personal items are present, the co-op can deem the unit abandoned and take possession by changing the locks. The board of directors should take legal action to formally evict the member(s). The procedures in Articles 12 to 16 relating to eviction do not apply. Membership and occupancy rights end on the day that the co-op takes possession.

## **ARTICLE 12: DEALING WITH ARREARS**

### **12.1 Eviction**

The board of directors can evict a member if the member owes housing charges to the co-op.

### **12.2 Non-Payment and Late Payment**

#### **(a) Procedures**

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

#### **I. Late payment letter**

The manager will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by noon on the first business day of the month. The letter will normally be sent before the end of the first business day of the month. Only one letter needs to be sent for all members and others in a unit.

#### **II. Notice to Appear**

The manager will give a Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement. This will normally be done by noon on the fifth business day of the month.

### **III. Persistent late payment**

Late payment includes

1. failure to pay the full amount owing, and
2. a failed payment as described in section 11.3(a) (Failed Payment).

Late payment of housing charges three times in any year will be considered persistent late payment. The manager will give a Notice to Appear under Article 12 (Dealing with Problems) to each member who is late paying for the third time in any year. That Notice to Appear will be in addition to a Notice to Appear for arrears under this section.

### **IV. Advance notice of lateness**

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

## **12.3 Replacement Payment**

### **(a) Failed Payment**

A "failed payment" includes:

- 1) a cheque is returned to the co-op by the bank or financial institution

- 2) payment is not made to the co-op under a pre-authorized debit plan, pre-authorized payment plan or other pre-authorized plan

In case of a cheque this could happen because the cheque is marked NSF (not sufficient funds), Stop Payment, Account Closed or for any number of reasons. The same reasons and other reasons could apply in the case of a pre-authorized plan. The reason does not matter if the funds are not paid or credited to the co-op.

### **(b) Replacement payment required**

A member must replace a failed payment within two business days of being notified by the co-op. Only one notice needs to be given for all members and others in a unit. A failed payment must be replaced by a certified cheque or money order or the payment must be made by debit card, if available at the co-op.

### **(c) Notice to Appear**

If the member does not replace the failed payment within two days of being notified, the manager will give a Notice to Appear to the member.

### **(d) Future payments**

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

## **12.4 Late Payment and Failed Payment Charges**

### **(a) Late payment charges**

A member who does not pay the full housing charges by noon on the first business day of the month and has not arranged an arrears payment agreement will be charged a late payment fee **to be determined by the board of directors.**

### **(b) Failed payment charges**

A member will pay the amount charged to the co-op by its bank or credit union for a returned cheque or other failed payment, plus the late payment charge **to be determined by the board of directors**

## **V. Charges are arrears**

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

## **12.5 Directors in Arrears**

### **(a) Directors' arrears policy**

If directors are in arrears, it:

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

## **I. No director arrears**

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

## **II. Procedure for director arrears**

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

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

## **III. Arrears payment agreements**

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

## **12.6 Arrears Payment Agreements**

### **(a) Before Notice to Appear**

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the board of directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).

#### **I. Limits of manager's authority**

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

#### **II. Board's approval needed**

Approval by the board of directors is required:

- for additional requests for an arrears payment agreement within a year
- for an arrears payment agreement where full payment will not be made within 60 days in addition to the normal housing charges within that time

#### **III. Procedure for additional arrears payment agreements**

If a member requests an additional arrears payment agreement within a year, the manager will submit the request to the board of directors along with payment terms that the member suggests. If the member goes into arrears, or deeper into arrears, before the board considers

the request and section 11.2(c) (Notice to Appear) applies, the manager will issue a Notice to Appear in addition to submitting the request.

#### **IV. Limits**

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

#### **V. Non-payment**

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

### **12.7 Notice to Appear for Arrears**

#### **(a) Issuing Notice to Appear**

A Notice to Appear for arrears must contain the information in Schedule D attached to this By-law. It must be given at least ten days before the board meeting where it will be considered.

#### **(b) Termination date**

The proposed termination date in the Notice to Appear will be ten days after the board meeting or later.



## **ARTICLE 13: DEALING WITH PROBLEMS**

### **13.1 Eviction**

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

This includes repeated serious breaches of the by-laws even if the situation was corrected after notice was given

### **13.2 Notice to Appear**

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

A Notice to Appear must be given to a member before the board of directors can decide to evict the member. It must be given at least ten days before the board meeting where it will be considered. If the Notice to Appear is to be delivered in person, and the Notice suggests there may be violence, the delivery must be made by at least two people.

#### **I. Information in Notice to Appear**

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

#### **II. Additional information**

When a Notice to Appear is given to a member, it should include copies of any written materials that the board of directors may consider at the meeting. Examples would be a report from the manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that

person can be deleted if reprisals are a possibility or for other good reasons. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the co-op and the member do not have to be included.

### **III. Termination date in Notice to Appear**

The proposed termination date in the Notice to Appear will be ten days after the board meeting or later.

#### **13.3 Deciding to Give a Notice to Appear**

##### **(b) No prejudice**

The board of directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudice the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

##### **(c) Other by-laws may apply**

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

## **ARTICLE 14: EVICTION PROCEDURES**

### **14.1 Board Meeting on Notice to Appear**

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

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

#### **I. Continuing meeting**

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

#### **II. Making decision**

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

### **III. Date of termination**

The decision can state a termination date that is later than the proposed date in the Notice to Appear.

### **IV. Notice of decision**

Written notice of a decision to evict must be given to the member within ten days after the board meeting. Schedule `E' or Schedule `F' attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision, Schedule `G' or `H'.

## **ARTICLE 15: ALTERNATIVES**

### **15.1 Alternatives to Eviction**

The board of directors can take steps to deal with issues without eviction. These could happen after a Notice to Appear was issued or without a Notice to Appear. Some examples are:

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

### **15.2 Conditional Eviction Decisions**

When a Notice to Appear is considered by the board of directors, the board can decide to evict a member, but also decide that the eviction will not go ahead if the member meets conditions stated in the decision, such as that the member does something or stops doing something as stated in the decision.

### **15.3 Performance Agreements**

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

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

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

### **15.4 Information to Others**

#### **(a) Limited information**

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

#### **I. What can be disclosed**

A performance agreement can state what can be told to others. If it does not state this, the board of directors can decide to disclose that there is a performance agreement but not personal information that led to the agreement. The board may be able to disclose some of the details of the agreement that do not involve sensitive information.

## **II. Example**

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

### **15.5 Non-Performance by Member**

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

If a member does not perform the conditions stated in a conditional eviction decision, the board of directors can decide to go ahead with the eviction. The member is not entitled to notice of the board meeting, but will be given at least ten days' notice of the decision. It may not be appealed to the membership.

##### **I. If member breaks performance agreement**

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

##### **II. Time limit in decision**

The board can set a time limit for performing the conditions in an eviction decision or a performance agreement, but if the board has not decided to go ahead with the eviction within six months after the original decision, the board cannot proceed to evict without a new Notice to Appear. This must be given under Article 11 (Dealing with Arrears) or Article 12 (Dealing with Problems). The same procedure will be followed as if

there had not been a conditional eviction decision or a performance agreement.

## **15.6 Authorization of Performance Agreements**

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



## **ARTICLE 16: APPEALS TO MEMBERSHIP**

### **16.1 No Appeal**

Members cannot appeal a board of directors' eviction decision to the membership. If a member does not agree with the decision, the member can wait until the co-op takes the case to the Landlord and Tenant Board or to court and state their case at that time.

## **ARTICLE 17: LEGAL ACTION**

### **17.1 Enforcing Eviction Decisions**

The board of directors can decide to take legal action as a result of decisions under previous sections. The board can choose someone to deal with legal actions for the co-op. This will be the co-op manager unless the board decides someone else. The board can limit that person's authority by a board motion. The board can designate a director or someone else to work with that person.

That person can:

- i. give all necessary directions to the co-op's lawyers and paralegals
- ii. act as agent for the co-op on court actions and at the Landlord and Tenant Board
- iii. make a settlement or other agreement, or
- iv. refer back to the board, if necessary

### **17.2 Membership Rights on Eviction**

#### **(a) When membership ends**

Membership ends on the termination date in an eviction decision, even though the former member can continue to occupy the unit until the co-op gets an eviction order. Since the occupant is no longer a member, the occupant cannot attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was on the board, the position is automatically vacated on the day that membership ends.

## **(b) When membership restored**

The *Co-operative Corporations Act* and the *Residential Tenancies Act* state when someone's membership and occupancy rights are considered not to be terminated. This could be because the member paid arrears by a certain time or for other reasons. When this happens, the occupant's membership is restored. The occupant can attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They would have to be re-elected to the board or appointed to fill a vacancy.

### **I. Co-op actions while occupants were not members**

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

### **II. When new Notice to Appear not needed**

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

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

*Residential Tenancies Act* (Deemed termination of membership and occupancy rights).

The board of directors can decide to go ahead with the eviction. The member is not entitled to notice of the board meeting, but will be given notice as required under the *Residential Tenancies Act*. The board decision may not be appealed to the membership.

### **17.3 Interest**

Members owe interest on all arrears and other amounts owing to the co-op at the rate of six percent above the prime rate of any credit union or bank designated by the board of directors. The co-op may include this interest when bringing legal action against a member or former member, but will not normally claim interest at other times

### **17.4 Rights Not Cancelled**

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

- I. accepting arrears or compensation
- II. sending reminder or other letters even if incorrectly addressed "Dear Member" or similar
- III. recalculating housing charge subsidy
- IV. making any error on a member ledger or other document
- V. accepting a cheque or other item marked "Payment in Full" or anything similar
- VI. doing anything else except as stated at the beginning of this section

## **17.5 Co-op Costs**

The co-op has the right to recover full indemnity costs (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.

## **ARTICLE 18: MISCELLANEOUS**

### **18.1 Legal Actions by Members**

If a member sues the co-op or takes other legal action against the co-op, such as a complaint to the Ontario Human Rights Tribunal, the board of directors may report the matter to the members in writing or orally at a members' meeting. The report can include relevant detail, including relevant personal information of the person who started the action. The board does not have to report the matter to the members if it does not believe it would be in the best interests of the co-op to do so. The board would normally get legal advice about any disclosure or decision not to disclose.

### **18.2 External Complaints**

If a member makes a complaint about the co-op to anyone outside the co-op, or sends anyone outside the co-op a copy of an internal complaint, the board of directors is entitled to respond to that complaint to the same persons or organizations. In doing so it can disclose relevant personal information about the member and the member's household. Examples include complaints sent to bodies like the Agency for Co-operative Housing, Canada Mortgage and Housing Corporation, a service manager, a government official, a newspaper, the Co-operative Housing Federation of Canada or a local co-op housing federation.

### **18.3 Co-op Employees**

#### **(a) Not members**

A permanent employee of the co-op cannot be a member of the co-op or live in the household of a member.

## **I. Exceptions**

Paragraph (a) does not apply to members and members of their households:

1. 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
2. who are on-call committee members if the total on-call payment for all members of the household is for not more than one day a week of on-call on average, or
3. who are employed by a property management company or another contractor of the co-op if the total employment at the co-op for all members of the household is not more than two days a week on average.

## **II. Serving on board of directors**

Members in the first two exceptions 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. Members in the third exception cannot be on the board.

## **III. Live-in staff**

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

## **18.4 Non-Members in a Member Unit**

Parts of this By-law apply to non-members living in a member unit. In dealing with non-members who are occupying a member unit, the board of directors may take any action permitted by law

## **18.5 Proof**

### **(a) When required**

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

- I. that the member's unit is the member's principal residence
- II. that the member is not profiting from any arrangement with guests or sub-occupants
- III. the member's household composition
- IV. the member's household income if the member receives housing charge subsidy
- V. other things to show compliance with government requirements, this By-law and other co-op by-laws, as applicable

### **(b) Member response**

If asked, members must give complete proof and details about the things stated in paragraph (a). This request can include originals or copies of any documents and sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. If a member fails to provide proof, the co-op can conclude



that this is evidence that the member is not complying with government requirements, this By-law or other co-op by-laws, as applicable.

## **18.6 Serving Documents**

### **(a) Ways to serve documents**

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

- (i) handing it to the member
- (ii) handing it to an apparently adult person in the unit
- (iii) leaving it in the mail box where mail is ordinarily delivered to the member
- (iv) if there is no mail box, sliding it under the door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered to the member
- (v) mailing it to the last known address where the member lives or works
- (vi) by electronic mail

### **(b) When mailed**

Documents that are mailed to a member are considered delivered or served on the fifth day after the day of mailing.

### **(c) Electronic Mail**

Notices and documents under Article 3 (Members Contributions) and Article 4 (Setting Housing Charges)

can be given by electronic mail to members who have signed a form consenting to notice by electronic mail. The form must state an email address. Notices and documents sent by email are considered delivered at the time of sending. Members can change their email address by notice to the co-op. Members can also cancel their consent to receive email notices. A separate consent form does not have to be signed if the member has signed a consent form under the Organization Bylaw 1.

**(d) More than One Member**

A separate notice or other document must be given to each member involved and to any member who has left the unit but is still involved.

**18.7 Signing Schedules for Co-op**

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

**18.8 Minor Errors, Omissions or Irregularities**

A minor error, omission or irregularity will not affect any decision made by the board of directors and/or members as stated in the *Co-operative Corporations Act*.

**18.9 Starting Date for this By-law**

This By-law will go into effect on the date when it is confirmed by the membership.

**Schedules  
and  
Attachments**

**Schedule A: *Occupancy Agreement***  
**Fife Road Co-operative Homes, Inc.**

**Names of members:**

---

---

**Unit address:**

---

---

**Date of occupancy:**

---

**Membership terms:**

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the board and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all annual and general meetings where members will decide on these changes. You must attend all of 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 have priority.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-

op's by-laws. You are entitled to ask any questions and to have them answered.

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

**Signatures:**

Fife Road Co-operative Homes, Inc.

Date: \_\_\_\_\_ By: \_\_\_\_\_

\_\_\_\_\_

*Print name:*

*Title:*

Date: \_\_\_\_\_

\_\_\_\_\_

*Name of member:*

Date: \_\_\_\_\_

\_\_\_\_\_

*Name of member:*

**Appendix A: Member Charges**  
**Fife Road Co-operative Homes, Inc.**

**Unit address:**

---

---

**Date of the charges in this form:**

---

|   |    |       |
|---|----|-------|
| Full monthly housing charges            | \$ | _____ |
| LESS housing charge subsidy (if any)    | \$ | _____ |
| Monthly housing charges                 | \$ | _____ |
| Monthly parking charges, if any         | \$ | _____ |
| Sector support charges                  | \$ | _____ |
| Your total monthly housing charges are: | \$ | _____ |
| Your member deposit is:                 | \$ | _____ |

Note: The figures stated in this Appendix may change as stated in the co-op by-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges as permitted under the co-op by-laws and government requirements. Under the *Co-operative Corporations Act* when a member's housing charge increases, the deposit must be increased equal to the amount of the increase of the housing charge.

**Signatures:**

Date: \_\_\_\_\_

---

*Name of member:*

Date:

---

---

*Name of member:*

Date:

---

---

*Name of non-member occupant:*

Date:

---

---

*Name of non-member occupant:*

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

**Appendix B: Household Members  
Fife Road Co-operative Homes, Inc.**

**Unit address:**

---

---

**Date of this form:**

---

**List the names of each member in the unit.**

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

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---

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

---

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

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

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

**Signatures:**

Date: \_\_\_\_\_  
\_\_\_\_\_

Name of member:

Date: \_\_\_\_\_  
\_\_\_\_\_

Name of member:

Date: \_\_\_\_\_  
\_\_\_\_\_

Name of non-member occupant:

Date: \_\_\_\_\_  
\_\_\_\_\_

Name of non-member occupant:

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

**Appendix C: Housing Charge Subsidy Terms  
Fife Road Co-operative Homes, Inc.**

**Names of members:**

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---

---

**Unit address:**

---

---

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

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**Basic rules:**

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the "household" in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op's Occupancy Agreement and by-laws.

Words used in this document have the same meaning as in the co-op's Occupancy By-law.

3. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. The co-op members decide on the housing charges as stated in the Occupancy By-law. The co-op will reduce the household's housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the co-op's Housing Charge Subsidy By-law, if it has one, or other co-op by-laws or a combination of these.

### **Giving information:**

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to housing charge subsidy and must ensure that that information is accurate and complete at all times.
7. Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.
8. The household must report the following changes to the co-op within thirty (30) days after they happen:

- i. any change in any relevant document previously provided
- ii. any change in income
- iii. any change in assets
- iv. any change in the source of income for any member of the household
- v. any change in household composition
- vi. any change in immigration status if that is a government requirement.

The co-op will investigate the household's financial situation when it decides on the amount of housing charge subsidy and may do so at other times. All members of the household must give the co-op any information it requests for this investigation. This includes household income, household composition and any other relevant information. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.

If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

### **Ending subsidy:**

9. Housing charge subsidy ends when the household has not occupied a unit in the co-op for more than sixty days. This period of time will be changed to meet any applicable government requirements. This applies whether or not the absence is permitted under co-op by-laws.
10. Housing charge subsidy can be ended if any member of the household does not give any information or proof that the co-op asks for. Housing charge subsidy ends if a member or anyone in the household breaks any term of the Housing Charge Subsidy By-law, if the

co-op has one, or government requirements, or this Appendix or any other rules that apply.

11. Households that are over housed must follow the applicable rules in the co-op by-laws and government requirements. Over housing will be determined according to occupancy standards under the County of Wellington's Geared-to-Income Subsidy Programme government requirements.

If the household ever receives more subsidy than it should have because of a breach of co-op by-laws or government requirements or this Appendix or for other reasons, each household member must pay back the excess.

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

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

**Signatures:**

Date:

\_\_\_\_\_

\_\_\_\_\_

Name of member:

Date:

\_\_\_\_\_

\_\_\_\_\_

Name of member:

Date:

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---

Name of member:

Date:

---

---

Name of non-member occupant:

Date:

---

---

Name of non-member occupant:

**Appendix D: Special Needs Unit Terms  
Fife Road Co-operative Homes, Inc.**

**Names of members:**

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**Unit address:**

---

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

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**Basic rules:**

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the "household" in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op's Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op's Occupancy By-law.

3. This document states some of the rules and obligations for households that occupy a special needs unit. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households that occupy a special needs unit are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.

No one may occupy the Unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the co-op under its by-laws.

### **Updating information:**

5. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to occupying a special needs unit and must ensure that the information is accurate and complete at all times.
6. Periodically the household will have to update the record of all persons in the household. The household will have to give proof of continuing eligibility for special needs housing.
7. The household must report the following changes to the co-op within thirty (30) days after they happen:
  - i. any change in any relevant document previously provided
  - ii. any change in household composition
  - iii. any change that would affect continuing eligibility for special needs housing.

All members of the household must give any information that the co-op requests for any investigation of continuing



eligibility for special needs housing. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.

If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

**Losing eligibility:**

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

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

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

**Signatures:**

Date: \_\_\_\_\_

\_\_\_\_\_

Name of member:

Date: \_\_\_\_\_

\_\_\_\_\_

Name of member:

Date: \_\_\_\_\_

\_\_\_\_\_

Name of member:

Date: \_\_\_\_\_

\_\_\_\_\_

Name of non-member occupant:

Date: \_\_\_\_\_

\_\_\_\_\_

Name of non-member occupant:

**Schedule B: Long-term Guest Agreement  
Fife Road Co-operative Homes, Inc.**

All members and the long-term guest must sign.

**Names of members:**

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**Names of long-term guest:**

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**Unit address:**

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**Start date:**

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**End date:**

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**Terms of agreement:**

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the End Date, the long-term guest agrees to leave the member's unit on or before the End Date. The long-term

guest must have written permission from the co-op and the member to stay longer. The income of the long term guest will be utilized in determining the household's housing charge.

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 acknowledges that being a long-term guest does not give the member a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.
7. The long-term guest acknowledges that the unit is a member unit under the **Co-operative Corporations Act** and that the long-term guest is not a tenant under the **Residential Tenancies Act**.
8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges. Any other payment is against the law.
9. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

## **Signatures:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of member:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of member:

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of member:

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name of long-term guest:

Date: \_\_\_\_\_

\_\_\_\_\_  
Print name of long-term guest:

Fife Road Co-operatives Homes, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Title:

**Schedule C: Notice to Appear for Arrears  
Fife Road Co-operative Homes, Inc.**

**To members:**

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**Address of member unit:**

---

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The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The grounds for this are that you have failed to pay housing charges to the Co-operative. The amount owing is stated in this Notice. This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

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

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

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

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

**Place of board meeting:**

\_\_\_\_\_

**Time and date of board meeting:**

\_\_\_\_\_

**Time for arrival:**

\_\_\_\_\_

**Housing charges owing: \$ \_\_\_\_\_ as of \_\_\_\_\_**

**Proposed termination date:**

\_\_\_\_\_

**Attachments:** Copy of Member Ledger as of \_\_\_\_\_  
Other \_\_\_\_\_

**Signature:**

Fife Road Co-operative Homes, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Title:

**Schedule D: Notice to Appear  
Fife Road Co-operative Homes, Inc.**

**To members:**

---

---

**Address of member unit:**

---

---

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

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

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

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

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

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



**Place of board meeting:**

\_\_\_\_\_

**Time and date of board meeting:**

\_\_\_\_\_

**Time for arrival:**

\_\_\_\_\_

**Proposed termination date:**

\_\_\_\_\_

**Grounds of termination:**

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

\_\_\_\_\_

\_\_\_\_\_

(b) **Summary of facts:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

**Signature:**

Fife Road Co-operative Homes, Inc.

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Print name:

Title:

**Schedule E: *Board of Directors' Eviction Decision for Arrears*  
Fife Road Co-operative Homes, Inc.**

**Members:**

---

---

**Address of member unit:**

---

---

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

**Background:**

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

**Decision:**

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

**Reasons:**

The board of directors made its decision because the member owed housing charges to the co-op on the date of the meeting. This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

**Additional decision, if any:**

**Date of board meeting:**

\_\_\_\_\_

**A member attended the board meeting:** Yes: \_\_\_\_\_ No:

\_\_\_\_\_ Who: \_\_\_\_\_

**Representative of a member attended board meeting:** Yes:

\_\_\_\_\_ No: \_\_\_\_\_

**Name of representative:**

\_\_\_\_\_

**Kind of representative:** Lawyer \_\_\_ Paralegal \_\_\_ Other

\_\_\_\_\_

**Housing charges owing at time of board meeting:**

\$ \_\_\_\_\_ as of \_\_\_\_\_

**Termination date:**

\_\_\_\_\_

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

**Signature:**

Fife Road Co-operative Homes, Inc.

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Print name:

Title:

**Schedule F: Board of Directors' Eviction  
Decision**

**Fife Road Co-operative Homes, Inc.**

**Members:**

---

---

**Address of member unit:**

---

---

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

**Background:**

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

**Decision:**

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

**Reasons:**

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

**Additional decision, if any:**

**Date of board meeting:**

\_\_\_\_\_

**A member attended the board meeting:** Yes: \_\_\_\_\_ No:

\_\_\_\_\_ Who: \_\_\_\_\_

**Representative of a member attended board meeting:** Yes:

\_\_\_\_\_ No: \_\_\_\_\_

**Name of representative:**

\_\_\_\_\_

**Kind of representative:** Lawyer \_\_\_ Paralegal \_\_\_ Other

\_\_\_\_\_

**Termination date:**

\_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_

**(b) Summary of facts:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Signature:**

Fife Road Co-operative Homes, Inc.

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Print name:

Title:

**Schedule G: Notice of Eviction Decision for  
Arrears**

**Fife Road Co-operative Homes, Inc.**

**To members:**

---

---

**Address of member unit:**

---

---

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

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

**Additional decision, if any:**

---

---

---

**Date of board meeting:**

\_\_\_\_\_

**Housing charges owing at time of board meeting:**

\$ \_\_\_\_\_ as of \_\_\_\_\_

**Termination date:**

\_\_\_\_\_

**Signature:**

Fife Road Co-operative Homes, Inc.

Date:

\_\_\_\_\_

By:

\_\_\_\_\_

Print name:

Title:

**Schedule H: Notice of Eviction Decision  
Fife Road Co-operative Homes, Inc.**

**To members:**

---

---

**Address of member unit:**

---

---

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

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

**Additional decision, if any:**

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**Date of board meeting:**

---

**Termination date:**

---



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

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

---

---

(b) **Summary of facts:**

---

---

---

**Signature:**

Fife Road Co-operative Homes, Inc.

Date:

---

By:

---

Print name:

Title:

**Schedule I: *Performance Agreement*  
*Arrears***

**Fife Road Co-operative Homes, Inc.**

**Members:**

---

---

**Address of member unit:**

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---

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

**Date of board meeting:** \_\_\_\_\_

**Date of this Agreement:** \_\_\_\_\_

**Housing charges owing at date of this Agreement: \$**

---

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

The member

- i. admits that the co-op is owed the amount of housing charges stated in this Agreement.
- ii. agrees to pay the entire amount owing as follows:

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

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

(Choose ONE of the following three paragraphs. Delete the others.)

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

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

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

**Signatures:**

Fife Road Co-operative Homes, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_

Print name of member:

Date: \_\_\_\_\_

\_\_\_\_\_

Print name of member:

Date: \_\_\_\_\_

\_\_\_\_\_

Print name of member:

**Schedule J: Performance Agreement  
Fife Road Co-operative Homes, Inc.**

**Members:**

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**Address of member unit:**

---

---

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

**Date of board meeting:** \_\_\_\_\_

**Date of this Agreement:** \_\_\_\_\_

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

The member

i. admits that the following is true:

---

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---

\_\_\_\_\_  
\_\_\_\_\_.

ii. agrees to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

(Choose ONE of the following three paragraphs. Delete the others.)

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

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

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches

this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

**Signatures:**

Fife Road Co-operative Homes, Inc.

Date: \_\_\_\_\_

By: \_\_\_\_\_

Print name:

Title:

Date: \_\_\_\_\_

\_\_\_\_\_

Print name of member:

Date: \_\_\_\_\_

\_\_\_\_\_

Print name of member:

Date: \_\_\_\_\_

\_\_\_\_\_

Print name of member:

## **Schedule K: Human Rights Complaint and Investigation Procedure**

1. Object: The objective of this procedure is to
  - have a fair, prompt and effective investigation and resolution of complaints;
  - avoid unnecessary cost, inconvenience or hardship on any party;
  - have due regard to the dignity and the rights of persons who may have a complaint or may be complained about.
2. Complaints officer: The complaints officer is the person who is dealing with a specific complaint on behalf of the co-op. The complaints officer will be designated by the board after a complaint is reported to it. The complaints officer may or may not be a director or a staff member, but should be someone respected within the co-op community who does not have any conflict of interest relating to the complaint.
3. The complaints officer will take the lead role in dealing with the complaint and making sure that the procedures in this Attachment are followed in a timely way. In some cases, the complaints officer will handle the investigation of the complaint. In other situations, an outside investigator will be appointed to work with the complaints officer as stated in this Attachment.
4. Mediation: If the parties to the complaint are prepared to mediate their differences, the co-op will arrange for mediation. This can happen at any time during the investigation process and the process will be suspended until the mediation is complete. The complaints officer can suggest



mediation to the parties. The cost of the mediator will be paid by the co-op.

## MAKING COMPLAINTS

5. Making a complaint: Members, residents, staff of the co-op, applicants for membership and persons who visit the co-op property can make a complaint about a violation of the Human Rights By-law.

6. A complaint can be about something that happened to the complainant or another person or that calls the co-op's attention to a situation or problem.

7. In writing: A complaint must be in writing and signed by the person making the complaint. It should be delivered to the co-op manager. If the complaint is about the manager, it can be delivered to the President. If it is about both the manager and the President, it can be delivered to any director.

8. If someone has difficulty putting their complaint in writing, the person who receives the complaint should help them to do this. In doing this they should make sure to write out the person's complaint and not to change the complaint or put words in the person's mouth.

9. Complaint Form: Attachment B is a Form that can be used for complaints.

10. Confidentiality and disclosure: The person who receives the complaint will explain the confidentiality and disclosure provisions in Attachment B to the person who submits it.

11. A complaint will be accepted if not on Attachment B, but the person who submits it will be asked to sign a document stating they understand the confidentiality and disclosure rules. The document may use the relevant wording from Attachment B.

12. Time Limit: Unless there are special circumstances, a complaint should be filed within six months from the time when the violation took place, or if it took place over a period of time, six months from the last incident.

## DEALING WITH COMPLAINTS

13. Informal resolution: Depending on the nature of the complaint, the person who receives it may try to resolve the situation informally, such as by consulting with the parties involved and assisting them to come to agreement on the issue.

14. Initial report to board: Whoever receives a complaint will report the complaint to the board. In sensitive situations the initial report to the board may leave out the names and identifying features of one or more of the parties involved, unless the board decides that it needs to know that information. If the complaint is about a director, the director will be told only that there has been a complaint and told not to be present at the board meeting when it is discussed. This rule will not apply if it would prevent the board from having a quorum. The director will be given more information about the complaint later, as part of the investigation process.

15. Board action: When a complaint is reported to the board, the board will decide what steps to take. In most cases the board will appoint a complaints officer or decide that the manager should be the complaints officer.

16. Depending on the nature and urgency of the complaint the board may also do such things as:

- seek legal advice;
- ask the local co-operative housing federation or another sector body to advise the board on how to deal with the situation;

- take emergency steps to protect members, residents or staff;
- take action under an employment or other contract if appropriate.

17. Outside investigator: In some cases, such as specialized or exceedingly serious complaints, the board may decide to appoint an investigator from outside the co-op with expertise in that type of investigation. The investigator will work with the complaints officer to try to establish what happened and evaluate the situation and report to the board.

18. Lawyer: The complaints officer may be authorized to consult the co-op lawyer or the lawyer may be instructed to be the outside investigator or be present at interviews conducted by the complaints officer or outside investigator. Where there is a possible legal liability on the part of the co-op, the co-op lawyer will be consulted before proceeding further.

19. Employment matters: The procedure in this Attachment may not be appropriate for some employment-related complaints. The board will decide on the procedure for employment-related complaints. The board will consult the co-op's lawyer. The board will consider any procedure stated in a staff contract.

20. Provisions in this Attachment and the Human Rights By-law relating to staff will apply to co-op staff employed by a management company with any adjustments that may be necessary.

21. Insurance company: The board may refer any complaint to the co-op's insurance company before or at the same time as the investigation of the complaint.

22. No admission of liability: The complaints officer and outside investigator are not authorized to make any admission of liability on the part of the co-op. The co-op lawyer and the insurance company will be consulted in advance in cases where an admission of liability by the co-op may result from the investigation.

23. Other procedures: The board can decide to follow a procedure other than the one stated in this Attachment.

24. When board can refuse to consider a complaint: The board can decide not to consider a complaint or take any action on a complaint. This could be because it is clear that the complaint is without merit, trivial, frivolous, made in bad faith or it could be for other reasons. The decision must be made by motion appearing in the confidential minutes of a board meeting.

25. Interim Action: While a complaint is being considered, the board can decide to take immediate action until the investigation is complete. Depending on the circumstances this could include such things as:

- try to limit contact between the complainant and the person complained of;
- provide extra security, if appropriate;
- arrange for counselling or other help, if appropriate;
- consider giving staff a leave of absence;
- removal of someone from the On-call or other committees.

## INVESTIGATION PROCESS

26. Investigation and report: After the initial report to the board, then unless the board has decided something else, the

complaint will be investigated and a report prepared for the board. The investigation will be conducted by the complaints officer or an outside investigator with the involvement of the complaints officer. This part of the Attachment refers to the complaints officer, but the duties and activities could be performed partly by an outside investigator.

27. Disclosure of Complaint: The complaints officer will show the complaint to the party complained about. The complaints officer may decide to give that person a copy. This is subject to the next paragraph.

28. Reprisals: Where reprisals are an issue, the board may decide to withhold the name or identifying details of the person who complained. The other party may only be provided with a summary of the complaint in order to prevent identification. This should only be done in the most extreme circumstances.

29. Representation: The party who complained and the party complained about can have a lawyer or other representative present at any interview or to represent that party generally.

30. Interviews and review of files: The complaints officer will be entitled to interview persons and review co-op files and inspect parts of the co-op property, as necessary for the investigation. This will be subject to applicable laws.

31. Comments in response to complaint: The complaints officer will ask the party complained about for comments. These should be in writing, but the complaints officer may accept oral comments.

32. Written record of interviews: The complaints officer may prepare a written statement based on interviews and ask the person interviewed to sign the statement, with or without changes, to verify the contents.

33. Information on investigation progress: The complaints officer will keep the party who complained and the party complained about informed of the status of the investigation.

34. Failure to co-operate: The party complained about may refuse to cooperate with the complaints officer and may refuse to answer questions, whether oral or in writing. Failure to co-operate or answer questions may result in an adverse inference by the complaints officer.

35. Right of response to go to board: The party complained about will have the right to respond to any complaint in writing and to have the written response form part of the report to the board.

36. Complaints officer's report: The complaints officer, investigator or co-op lawyer will give a written report to the board. This will be confidential and will not be shown to either the party who complained or the party complained about unless the board decides to show it to them. The report should summarize the position of the party who complained and the party complained about, the steps in the investigation process, the conclusions of the complaints officer and any recommendations.

37. Timing: The investigation will be completed as quickly as possible. It should not normally take more than 21 days and sometimes much less. The delivery of the report should be timed in relation to a board meeting so that the board can take action as soon as possible.

## BOARD DECISION

38. The board will evaluate the complaint and the report. If the board determines that the complaint has merit, the board can take action as it considers appropriate, including the actions stated in the Human Rights By-law.

## RECORDS OF COMPLAINTS

39. Member's file: If the board determines that a complaint against a member has merit, the complaint, any report and a record of the board's decision on it, and the supporting papers, will be placed in the member's file, unless the board decides not to do this. This record will be removed from the file by the manager two years after insertion, if no further meritorious complaints have been made within the two-year period.

40. Staff file: If the board determines that a complaint against staff has merit, the complaint, any report and a record of the board's decision on it and the supporting papers will be placed in the individual staff member's file, unless the board decides not to do this. This record will be removed from the file by the President two years after insertion, if no further meritorious complaints have been made within the two-year period. If the board decided that progressive discipline at the level of written reprimand and/or warning or greater was not warranted, the two-year period will be reduced to one year.

41. When no action on complaint: If the board refuses to consider a complaint or determines that a complaint does not have merit or decides not to take action on a complaint, the complaint, any report and other papers relating to it will not be placed in the employee's or member's file, unless the board decides to place them in the file. They will be retained in a separate file dealing with complaints and will not be used for ordinary matters, such as letters of reference.

42. After removal: After a complaint, report and any other papers relating to it have been removed from the employee's or member's file, or if they are not placed in one of these files, they will be retained in the separate file dealing with complaints and will not be used for ordinary matters, such as letters of reference.

## CONFIDENTIALITY

43. General: All persons involved should at all times be conscious of the sensitivity of complaints and their subject matter and should only collect information that is relevant to the complaint and should maintain strict confidentiality about that information and avoid disclosure except to persons who have a need to know. This includes information about the fact that there was a complaint and about the investigation.

44. Information to representatives: The party who filed the complaint and the party complained about are not authorized to provide their lawyer (or anyone else) with confidential or personal information about the co-op or any employee, member or occupant. The complaints officer will provide the lawyer or other representative with all necessary information, but only if the complaints officer is satisfied that there are adequate safeguards in place. These safeguards could include such things as deleting the names of persons, deleting irrelevant information and obtaining a confidentiality agreement from the lawyer or other representative. The confidentiality agreement could include such things as keeping the information confidential, limiting copying of the information and returning the information when the matter is completed.

45. Report of investigation: The report of the complaints officer and any outside investigator should not reveal more than is necessary to report on the investigation. It should include a record of all relevant information.

46. Unless the board decides something else, all other information gathered in connection with an investigation that is not in the report should be retained in a confidential location in the co-op office for thirty months after the board has received the report and then destroyed.



47. Board action: The board should limit what is disclosed about the report and the board's action for the protection of both the complainant and the party complained about. This is true even when a complaint has been substantiated.

48. Part of the board's decision will be what information about the action taken by the board will be given to the party who complained. That party should be given a reasonable explanation of what the board has done. However, it may not be possible to give that person all the information, such as if it involves personal health information about the other party.

49. Confidentiality of records of complaints: The materials placed in a member's or employee's file under this Attachment will be in a confidential part of the file and will not be available to the member or employee unless the board decides something else. The separate file dealing with complaints referred to in this Attachment will be confidential and will not be available except to staff and directors with a need to know.

Schedule K - ATTACHMENT A  
FIFE ROAD CO-OPERATIVE HOMES, INC.  
Human Rights By-law Complaint Form

Please print or type. Add additional pages if needed.

Name of member or person making complaint:

---

Address:

---

---

The undersigned is making a complaint to the co-op about a violation of the co-op's Human Rights By-law

1. Person or persons complained about

---

2. Date or approximate date of incidents

---

3. What was done that broke the Human Rights By-law?

This form is continued on the next page. Add additional pages if needed.

4. I am enclosing the following documents or papers, if any:

5. The following are people who know something about this. I understand the co-op may wish to contact them:

6. I understand that this complaint may be shown to the person complained about and that person may be given a copy.

7. I understand that where reprisals are an issue, the board of directors may decide to withhold my name or identifying details and only give the other party a summary of the complaint in order to prevent identification. I understand that the board does this only in the most extreme circumstances.

8. I request the board to withhold my name or identifying details and only give the person complained about a summary of the complaint as stated above.

Note: Complainant must initial here if making this request:  
Initials \_\_\_\_\_

Note: The board will only consider a request if the complainant's initials are above. The board may decide not to agree to the request.

9. The reasons for this request are:

10. I understand that the Human Rights By-law contains other rules about confidentiality of information, including that

- My file may be reviewed as part of the investigation.
- I may not provide confidential information about the co-op or anyone else to my lawyer or representative except through a complaints officer chosen by the board of directors.
- The report of the investigation will be confidential and the board may decide that it will not be shown to me.
- The action taken by the board may be confidential and I may be given only limited information about it.

I acknowledge that I have received a copy of the Human Rights By-law and I have had an opportunity to read it before signing this complaint. I consent to the confidentiality and other rules in the Human Rights By-law.

The information in this complaint is accurate and complete to the best of my knowledge.

**Signatures:**

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

## Schedule K - ATTACHMENT B

### Background Information for Human Rights By-law/Policy

This Attachment contains background information relating to the Model Human Rights By-law. It does not form part of the By-law itself.

This Attachment may be updated from time to time. The CHF Canada website should be checked for the most recent version.

### GENERAL INFORMATION

#### 1. Why have a Human Rights By-law or Policy?

The Model Human Rights By-law does two things.

- First, it states the co-op's commitment to the Ontario Human Rights Code.
- Second, it states a procedure for dealing with human rights problems at the co-op.

#### 2. What is the Ontario Human Rights Code?

The Ontario Human Rights Code is a basic law of the Province of Ontario. It states detailed rules and definitions on the human rights that are protected in Ontario. It states procedures on how those rights can be enforced.

The rules in the Human Rights Code are explained by decisions of courts and tribunals on what the Code means and by policy statements and other materials issued by the Ontario Human Rights Commission.

#### 3. Does the Human Rights By-law state the human rights that are protected?

No. People's human rights are part of the law of the Province, not things that the co-op adopts in a by-law.

The basic commitment to human rights is a simple and straightforward principle, but working it out according to law is complicated. Therefore, the basic commitment is in the By-law, but not the detailed legal rules.

4. What are the human rights guaranteed by the Human Rights Code?

The Human Rights Code states that people have a right not be discriminated against or harassed on certain specific grounds. It is only discrimination on those grounds that is illegal.

5. What are the prohibited grounds of discrimination in housing?

The prohibited grounds of discrimination in housing are:

- race,
- ancestry,
- place of origin,
- colour,
- ethnic origin,
- citizenship,
- creed,
- sex,
- sexual orientation,
- age,

- marital status,
- family status,
- disability,
- the receipt of public assistance,
- gender identity,
- gender expression.

6. What are the prohibited grounds of discrimination in employment?

Co-ops are employers as well as housing providers. The prohibited grounds of discrimination in employment are the same as in housing except:

- An employer cannot discriminate based on record of offences. A housing provider can take record of offences into consideration.
- A housing provider cannot discriminate based on receipt of public assistance. This is not in the list of prohibited grounds for employment.

7. Should we change the list for our co-op?

This is not recommended.

- The list in the Code is accompanied by definitions and other sections which explain and qualify the obligations. It is important that these apply.
- Experience shows that when co-ops adjust the list, they are basically covering the same things in different words. But there may be a slightly different meaning that is hard to predict.

- Co-op by-laws are legally operative documents. It is important to be accurate and consistent so that co-ops do not have unexpected liabilities.

## HARASSMENT

### 8. What is harassment?

Harassment is inappropriate comment or conduct that is known or should be known to be unwelcome. It is illegal if it is on a ground stated in the Human Rights Code. The prohibited grounds of harassment are substantially similar to the prohibited grounds of discrimination.

Some examples of harassment when based on a prohibited ground are:

- epithets, slurs or jokes;
- name calling or nicknames;
- jokes, cartoons or graffiti;
- verbal abuse;
- displaying offensive or derogatory images;
- practical jokes causing awkwardness or embarrassment;
- condescending or patronizing behaviour undermining a person's self-respect.

### 9. What is sexual harassment?

Sexual harassment is harassment because of sex, sexual orientation, gender identity or gender expression. Some examples are:

- gender-related comments about an individual's physical characteristics or mannerisms;



- unwelcome physical contact, patting or pinching;
- suggestive or offensive remarks or innuendoes about members of a specific gender;
- propositions of physical intimacy;
- gender-related verbal abuse, threats, or taunting;
- leering or inappropriate staring;
- bragging about sexual prowess;
- demands for dates or sexual favours;
- offensive jokes or comments of a sexual nature about a person;
- display of sexually offensive pictures, graffiti, or other materials;
- questions or discussions about sexual activities;
- paternalism based on gender which a person feels undermines his or her self-respect or position of responsibility;
- rough and vulgar humour or language related to gender.

10. Are there other kinds of sexual harassment?

Yes. In addition, sexual harassment is any kind of sexual advance made by someone who is in a position to grant or deny a benefit or advancement such as someone's employer or superior. It is also any reprisal by such a person for rejection of a sexual advance.

11. Does the victim have to object for it to be sexual harassment?

No. It is not necessary for someone to object to behaviour for it to be contrary to the Human Rights Code.

## RESPONSIBILITIES OF CO-OPS

12. What are the co-op's legal responsibilities?

As a housing provider the co-op has to follow the Human Rights Code in all areas of its operations. This includes its role as housing provider and as employer.

The co-op is responsible for the acts of the co-op as a corporation. It also can have responsibility for the acts of its staff and anyone acting on its behalf. This can include directors, officers, committee members and others.

13. Is the co-op responsible for the acts of individual members?

If the co-op is a place where discriminatory or harassing language or acts are common, it is said to have a "poisoned environment" or "poisoned atmosphere". Under the Human Rights Code, the co-op could be responsible.

The co-op has to do what is reasonable to ensure that the general atmosphere at the co-op is free of discrimination or harassment on human rights grounds. It cannot just ignore such conduct.

## ACCOMMODATION OF DISABILITIES

14. Does someone who is disabled have to obey the same rules as other co-op members?

Yes. But those rules have to be adjusted to allow for the person's disability if it can be done without undue hardship.

15. Does the co-op have to go to special expense to fill the needs of someone who is disabled?

Yes. The co-op has to provide equal housing to everyone, including any members who are disabled. In order to permit the disabled members to have equal housing, special measures may be needed, such as automatic door openers.

The co-op and anyone else providing accommodation has to take such measures if it can be done without undue hardship.

16. What is undue hardship?

Undue hardship is not defined in any exact way. However, it would include cost, outside sources of funding, if any, and health and safety requirements.

17. Doesn't it cost a lot to accommodate people with disabilities?

No. The Human Rights Commission says that a great many examples of accommodation can be done very inexpensively.

For instance, some people are highly sensitive to certain chemicals such as cleaning fluids. Pricing out alternatives that are less offensive (and maybe better for the environment) shows that they only cost a co-op slightly more. The same is true of a great many other accommodations.

18. Is there a hard and fast dollar limit for an accommodation?

No. The Human Rights Code does not state a specific limit and the explanations given in court and tribunal cases do not lead to any specific limit. You should consult your local federation or lawyer when this issue comes up.

## INDIRECT DISCRIMINATION

19. What is indirect discrimination?

Indirect discrimination is also called "constructive" discrimination. It exists if there is a requirement or factor that

is not discrimination on a prohibited ground but that results in the exclusion, restriction or preference of a group of persons identified by a prohibited ground.

An example might be religious beliefs. Co-ops might be scheduling meeting times for good reasons that have nothing to do with any human rights issues. But if a members' meeting falls on a holiday that affects a lot of the members, that could be indirect discrimination.

20. Does the co-op have to go to expense or change its rules to avoid indirect discrimination?

Yes. But the co-op's obligations are subject to the same test of undue hardship as for accommodating disabilities.

#### EQUAL TREATMENT FOR ALL MEMBERS

21. Does accommodating disabilities and avoiding indirect discrimination involve treating some members better than others?

No. This is the biggest issue that bothers co-op members. Co-ops are founded on the basis that all members have equal worth. This is not like other kinds of corporations where worth depends on the number of shares or the amount of investment.

But sometimes people have to be treated differently in order to receive equal service. For instance, no one would suggest that there is anything wrong with giving a household of five a larger unit than a household of one. It is accepted that this better fits their needs.

In the same way co-op services need to be adjusted in a sensitive way to meet other specific needs of co-op members if it will not cause undue hardship.

22. Is the co-op entitled to proof of the needs?

Yes. The co-op is entitled to reasonable evidence if there is any need for accommodation.

However, the most important thing to remember is that the member involved is entitled to be treated with dignity. People should get away from the mindset that there is any kind of "special privilege". Instead recognize that whatever is being done is being done to give service that is effectively equal to others.

Therefore, any request should be treated with respect and dignity, and, of course, complete confidentiality on a need-to-know basis.

## OTHER ISSUES

23. Are there other legal issues related to the Human Rights Code and human rights at co-ops?

Yes. A lot of them. This paper only skims the surface. It is important to get legal advice when issues come up.

24. If a complaint is made against the co-op to the Human Rights Tribunal, what should the co-op do?

First, the co-op should report it to the co-op's insurance company. The complaint might be covered by the co-op's insurance.

It is important to do this whether or not the co-op thinks there is any merit in the claim. That is because the legal or other costs can be very high, whether or not the co-op defeats any complaint. The insurance company may not provide coverage unless it is consulted from the beginning. It is a requirement of the insurance that the co-op consult it from the beginning.

Second, the co-op should not discuss the matter with the person involved or their lawyer and no one acting on the co-op's behalf should do so.

Third, the co-op's own lawyer should be notified in the case the insurance company lawyer does not take over.

25. Will following the Human Rights By-Law mean that no claim can be made against the co-op?

No. The By-law is intended to be a way to enhance human rights at the co-op and to resolve problems. However, anyone who is dissatisfied or does not want to use the By-law can complain to the Human Rights Tribunal.

Attachment A: Summary of Time Requirements and Examples  
In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.