BURNHAMWOOD CO-OPERATIVE HOME INC.

BY-LAW NO. VI
OCCUPANCY BY-LAW

A By-Law which contains the occupancy rights and obligations of BURNHAMWOOD CO-OPERATIVE HOMES INC. and its members.

Passed by the Board of Directors on the 8th day of February, 1994.

Confirmed by the Members on the 24th day of April, 1994.

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OCCUPANCY BY-LAW
Bylaw No. VI

This By-law contains the rules under which BURNHAMWOOD CO-OPERATIVE HOMES INC. (the co-op) provides housing for its members, and the rights and obligations of both the co-op and its members. The Co-operative Corporations Act (the Act) regulates how the co-op must be run. Certain parts of the Act contain rules which are not included in this By-law. Members should refer to them when questions come up.

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

1.1 Introduction

This By-Law contains the rules under which the Co-op (the "Co-operative") provides housing for its members, and the occupancy rights and obligations of both the Co-operative and its members. The Co-operative Corporations Act (the "ACT") regulates how the Co-operative must run. Certain parts of the ACT contain rules which are not included in this By-law. Members should refer to them when questions come up.

1.2 Occupancy Agreement

(a) The Occupancy Agreement, Schedule A, is part of this By-law. It replaces all previous occupancy agreements between the Co-operative and members. New members must sign it as soon as possible after this By-law is adopted.
The Occupancy Agreement includes Terms of the Member's Housing Charge Subsidy, Appendix C, if it applies to the member. The co-op and the members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.

(b) Some by-laws and agreements, such as the Housing Charge Subsidy By-law and Performance Agreements, only apply to certain members. These members must obey them.

1.3 Priority of This By-law

(a) This By-law takes the place of or amends all previous by-laws or decisions that deal with the occupancy rights and obligations of the co-op and its members. In particular this By-law repeals and replaces by-law no. IV and its amending by-laws, by-laws no IV. Any future by-law can only amend this By-law if the future by-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.

(b) If there is a conflict between documents, the following will govern in the order in which they appear:

- **First:** the ACT
- **Second:** the Articles of Incorporation
- **Third:** this By-law, and
- **Fourth:** the other by-laws of the co-op, unless the by-laws state differently.

Article 2: Members' Rights

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

A: Members of the co-op have the right to:

- Live in their housing unit
- Use their parking space if any, and
- Use the co-op's common facilities.

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

Article 3: Members' Contributions

3.1 Housing Charges

(a) Each member of the co-op must pay housing charges. Housing charges are made up of:

- Monthly housing charges, less any subsidy
- Other charges that members must pay under any of the co-op's by-laws.

(b) Co-op members must decide what the monthly housing charges will be at a general members' meeting.

(c) Members must pay their housing charges before the close of business on the first day of each month.

(d) The housing charge does not include the following costs to a member:

- Electricity & heat or rental of hot water tank
- Telephone for a unit
- Charges for extra cable television for a unit
- Insurance on the member's personal property, and
- The member's personal liability insurance.

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

3.2 Member Loan

(a) Paying the Member Loan
Members must pay a member loan to the co-op. Members must pay this member loan before moving into their unit, unless the co-op allows them to pay it at another time.

(b) The Amount of the Member Loan
Members must pay a member loan equal to the full monthly housing charge for the unit they occupy. The member loan is rounded to the nearest dollar.

(c) Adjusting the Member Loan
When there is a change in the monthly housing charge, the co-op adjusts the amount of the member loan. The members' meeting discussing the budget can decide differently. If the member loan increases, members must pay the extra amount on the date decided by the co-op. If it decreases, members will get a credit for the difference on future charges.

(d) Returning the Member Loan
The co-op will return the member loan when the member leaves the unit permanently. Before returning the member loan, the co-op can deduct any amount which the member owes because:

- The member did not give enough notice
- The unit was not left in the condition stated in 5.9 of this By-law
- The member owes money to the co-op, or
- The member did not pay the last month's housing charge.

(e) Interest on the Member Loan

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

3.3 Other Charges

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

- The member
- Any person who is a part of the member's household, or
- Any person that the member allows onto the co-op's property.

This applies even if no co-op by-law has been broken.

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

(b) Members must pay any interest at the rate of 2% above the prime rate of any credit union or bank designated by the board.

3.4 All Charges Are Housing Charges

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

3.5 Responsibility for Charges

(a) Per-Unit Basis
The co-op calculates the monthly charge and the member loan for each unit as a whole. If more than one member occupies a unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household.
If any person moves out of the unit, the remaining member(s) remain(s) responsible for all the charges which apply to that unit.

(b) Sharing Expenses
Persons who share a unit can arrange to share expenses, with the following conditions:

- The sharing arrangement does not limit the co-op's rights
- One of the members in the unit must collect the payments and make one single monthly payment to the co-op, and
- They are each responsible for the full charges.

3.6 Housing Charge Subsidy

Rights to a subsidy are stated in the Housing Charge Subsidy By-law. If there is no such by-law, members' rights will be stated in Appendix C of the Occupancy Agreement and in any other document which the board of directors has adopted. The co-ordinator/treasurer is authorized to determine who is entitled to subsidy and the amount of the subsidy. Members have the right to appeal to the board. The board will determine the procedures to follow. These procedures must be procedurally fair.

3.7 Participation

It is mandatory that at least one member from each unit attend all general member's meetings. Regrets for failure to attend said meetings must be in writing to the co-op office in a timely manner. (The co-op may set out the requirements for participation of members in a separate by-law)

Article 4: Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly housing and parking charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members when they are asked to consider an increase in housing charges. Section 4.2 of this By-law, "Operating and Capital Budgets", shows how the co-op must present a budget to the members. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

4.2 Operating and Capital Budgets

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

- The total expected cost of operating the co-op
- The charges proposed for each unit, and
- The cost of any special expenses which the board suggests and the charges that would result.

(b) Capital Expenses
The board may prepare a capital budget if it is planning capital expenses. The capital budget must contain:

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

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting contains mention of the budget. The notice must be given as the Act and by-laws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least 10 (ten) days before the budget meeting.

4.4 Date of Change in Housing Charges

(a) Any change in housing charges will normally begin on the first day of the third month after the members decide on the change. Notice of change in housing charges must be delivered to each unit within a reasonable time after the meeting.

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

4.5 Mid-year Change in Housing Charges

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

Article 5: Use and Behaviour

5.1 Residences

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

5.2 Nuisance

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

5.3 Illegal Acts

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

5.4 Leases, Mortgages and Agreements

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

- Canada Mortgage and Housing Corporation
- The Province of Ontario, and
- The co-op's mortgagee.

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

5.5 Insurance

(a) 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.

(b) It is recommended that all members obtain public liability and fire insurance for their unit.

5.6 Privacy

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

(b) Permission Not Needed
After giving a member notice, someone appointed by the co-op can enter the member's unit, at any reasonable time, for:

- Maintenance inspections, regular or special
- Maintenance repairs or renovations, or
- Any other reason which the board decides.

After giving a member 48 hours notice, the co-op can enter the member's unit to show it to a prospective occupant at any reasonable time. The co-op can do this if:

- The member has given the co-op written notice of withdrawal from membership and/or surrender of occupancy rights.
- The co-op has given notice of a board decision to evict the member.

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

5.7 Violence

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

5.8 Domestic Violence

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

- Ask the board to evict any person who commits domestic violence
- Request the emergency subsidy if stated in the Housing Charge Subsidy By-law, and
- Get information from the co-op on support groups in the community.

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

(b) The board does not have to get proof that domestic violence occurred if:

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

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

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

5.9 Maintenance and Repair

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

(b) Maintenance
Members must obey the Maintenance and Improvements By-law of the co-op if it has one.

(c) Alterations and Improvements
Members cannot make alterations and improvements, or alter or change their locks, unless they obey the terms of the Maintenance and Improvements By-law. If there isn't one, members must get the board's permission.

(d) Changing Locks
Members must not change their locks without written permission from the co-op. They must give the co-op keys to new locks.

(e) Reporting Problems
Members must promptly report to the co-op any condition in their unit, the equipment in their unit, or their building, which has caused or may cause damage to their unit, the equipment or their building.

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

(g) The Responsibility of the Co-op
The co-op must keep all units, co-op property, and all services and facilities of the co-op in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.

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

(i) Moving Out of the Unit
When members move out of their unit, they must leave it clean and in good order. The Maintenance and Improvements By-law describes the condition they must leave their unit in.

5.10 Acts of Others

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

Article 6: Occupancy Rights and Standards

6.1 Purpose of This Article

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

6.2 Change in Household Size

(a) The number of persons in a member's household may change. The member must give prompt written notice of the change to the co-op office. If the household size has decreased, the notice must give the names of the persons who no longer live in the unit. Members must agree to a credit check of any new person in their household. The new person must sign a consent if the co-op asks for it. Members must also give the co-op any other reasonable information which, the co-op asks for. Members must give the notice, consent and other information promptly.

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

- bachelor: 1 person
- one-bedroom: 2 persons
- two-bedroom: 4 persons
- three-bedroom: 6 persons
- four-bedroom: 8 persons.

These are the "Maximum Occupancy Standards".

(c) If a member's household does not meet these standards, the board will normally require the household to move to a unit of the proper size. If the co-op has an existing unit of the proper size, the board will put the member at the top of the internal waiting list for that type of unit. The member must accept the first unit offered.

However, the board can decide not to require the household to move if:

- the situation is temporary, or
- the board decides that there are special circumstances that justify letting the household stay in the unit.

(d) If the board is going to consider a resolution to require the member to move, it must give the member [ten days or more] written notice of the meeting.

(e) If the Board is going to consider a decision to require the member to move, it must give the member at least ten days written notice of the meeting.

(f) The board can evict the member if:
- the member does not accept the first unit offered, or
- the board decides not to put the member on the internal waiting list because there are no units of a suitable size.

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

However, the board can decide not to evict the member if:
- the situation is temporary, or
- the board decides that there are special circumstances that justify letting the household remain in the unit.

(g) If the board decides to evict the member, the date must be at least [ninety days] after the board meeting that required the member to move. If the member was not put on the internal waiting list, the date must be at least [ninety days] after the board meeting that decided to evict the member. The board must use the procedures stated in Article 9 of this By-law.

6.3 Able to Live Independently

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

The board can evict a member if it decides that the member cannot meet these conditions. However, this will not happen if:
- the member makes arrangements that are acceptable to the board, and
- the member signs and obeys a written agreement if the board requires it.

(b) The board does not have to get medical or other expert advice when it makes a decision under 6.3 of this By-law. It has the right to rely on the opinion and experience of the employees and members of the co-op. However, the board will consider any medical or other expert advice which the member offers.

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

6.4 Sale of a Part of the Co-op

The board can decide to sell all or part of the co-op's housing units if the members pass a special resolution giving it the power to do so. The resolution should deal with the occupancy rights of the members living in these housing units. It can deal with the position of these members on the internal waiting list.

6.5 Government Takeover of Co-op Ownership

(a) When a government body takes over ownership of the co-op by expropriation, members' occupancy rights against the co-op end on the date the takeover is final.

(b) Members cannot profit from the takeover. This does not include any compensation from a government body for disturbance or moving expenses. Members must pay any other compensation to the co-op. The co-op has the right to take any necessary action to obtain that compensation. This includes the right to sue or make any other claim in the name of the member.

6.6 Damage by Fire, etc.

(a) If there is major damage affecting a large number of units, the board will examine the situation and propose a solution. The membership will make the final decision in a members' meeting.

(b) If only one or a small number of units are damaged, the board will consult with the members living in the units to deal with the situation. If the members do not agree with the proposed solution, the membership will make the final decisions in a members' meeting. These decisions will have priority over the Unit Allocation By-law (for example, in questions about priority on a waiting list).

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

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

(c) The co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage.

Article 7: Occupancy by Members

7.1 Policy

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

- a member
- any other members living in the unit
- persons under sixteen living in the unit
- persons who have turned sixteen and continue to live in the unit, and
- any long-term guests approved by the board under 7.5 of this By-law.

The co-op does not consider anyone else as part of a member's household. Other persons can live in a member's unit only as casual guests, or long term guests, if permitted by this By-law. Members must not allow anyone other than the persons referred to above to use their unit.

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

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

- no greater right to occupy the unit than the members who occupy it, or any right to occupy it independent of the members
- no right to occupy any other unit in the co-op, and
- no right to a place on the co-op's internal waiting list.

7.2 Additions to Household

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

7.3 Persons Sixteen Years of Age

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

7.4 Casual Guests

(a) Members can have only a reasonable number of guests at any one time.

(b) Members must have the board's permission to permit a guest to stay for more than [one month] for a single visit. Normally this would only be for up to one additional month. Members must have the board's permission to allow a guest to spend a total of more than [one] month in a unit for any number of visits during any twelve-month period. The board can choose the twelve-month period.

(c) The board normally allows a single visit to last for [one] months. When the board gives permission for any visit it:

- sets the time limit for the visit,
- can decide to include the income of the casual guest when calculating household income for a housing charge subsidy, and
- can set reasonable conditions that must be met by the member or by the guest.

7.5 Long-Term Guests

(a) The board can allow members to have a guest for an indefinite period. These guests are long-term guests in this By-law. Examples include:

- family members who are part of a member's household
- live-in employees
- additions to the household who have been refused membership, and
- others whom the member invites.

(b) Members and their guests must sign a long-term guest agreement, such as Schedule B of this By-law. The Board can set reasonable conditions that must be met by the member or by the guest.

(c) The board can cancel long-term guest status or change the terms of the long-term guest status at any time. The board must give written notice to the member and the guest of any meeting where it will be discussed. The board must give written notice to the member and the guest that it has ended long-term guest status after it has decided to do so. The board decides when the long-term guest status ends. There is no right of appeal.

(d) Normally, the income of long-term guests is to be included in the household income when housing charge subsidy is calculated.

7.6 Principal Residence

Members must use their co-op units as their principal residence and personally occupy them. Members may not be absent from their unit for a total of more than one year in any five-year period without the permission of the board. The unit must remain their principal residence while they are absent. The board can choose the five-year period. Members will be considered absent from their units even if they visit them for short periods.

7.7 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.8 Sub-Occupancy

(a) If members want to leave the co-op temporarily, they can allow someone to occupy their unit as a sub-occupant. The members and all sub-occupants must sign a Sub-Occupancy Agreement approved by the co-op, such as Schedule C of this By-law, before the sub-occupancy begins.

(b) All sub-occupants must have the approval of the member selection committee and the bjoard if the term is longer than [one month].

(c) Normally, a sub-occupancy can only last [twelve months]. However, the board can allow a longer term but not longer than [eighteen months].

7.9 No Profit

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

(b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the co-op.

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

(d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair shair of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the housing charges).

7.10 Co-op Employees

(a) A permanent employee of the co-op cannot be a member of the co-op. If Board decides that the employee's duties make it necessary to live in the co-op, the employee will be a tenent of the co-op. Far IV of the Landlord and Tenant Act applies to this tenancy.

(b) The Board must make sure there is a written agreement with the employee stating the employee's tenancy ends at the same time that the employment ends.

7.11 Death of a Member

(a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the member's possessions by the end of the second month after the death.

(b) Non-members living in the unit after a member's death can apply for membership. If they are accepted, the board can allocate the unit to them without following the Member Selection and Unit Allocation By-law. If they do not apply for membership or their application is rejected, the board can evict them without using the procedures in Article 9.

Article 8: Members Who End Their Occupancy

8.1 Procedures

(a) If members want to end their occupancy in the co-op, they must give at least [sixty-five] days' written notice. The notice period must end on the last day of a month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the board's consent. The board can refuse to allow members to withdraw the notice. Members cannot appeal the board's decision.

(b) Members have full rights and obligations during the notice period. If members move out of their unit, they are still responsible for their ongoing obligations until the end of the notice period, and for any previous obligations still outstanding at the end of the notice period.

(c) If the co-op needs to get possession of a unit of a member who has given notice, the board can follow the procedures stated in 171.14 of the Act or take any other action. It can do this before or after the day on which the member should leave. In this case, the board does not have to follow the procedures in Article 9 of this By-law.

(d) If members give less notice than required, the members must still move out by the date in their notice. The Board may enforce the notice. However, the members are responsible for their ongoing obligations until the date they should have used in their notice. If the Co-operative is able to allocate the unit to, and receive housing charges from, someone else during this period, then the amount owing by the member will be reduced.

8.2 Withdrawal from Membership

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

8.3 Vacant Unit

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

8.4 Members No Longer Living in the Co-op

This section applies when a member stops living in a Co-operative unit as a principal residence, but other members of the co-op remain in the unit. It will be considered that the member has given notice to withdraw from membership on the first day the member no longer lives in the unit. The member's occupancy rights also end on that day.

9. The Co-Op Evicts A Member

9.1 Terms Used in This By-law

The Act uses the terms "terminating membership and occupancy rights" when referring to members. In this By-law this act of the Co-operative is referred to as "evict the member" or "eviction". A copy of the rules in the Act that apply to ending the membership and occupancy rights of a member are contained in Schedule I.

9.2 When the Co-op Can Evict a Member

(a) The board can evict a member if the member:

i. owes housing charges to the co-op at the time of the board meeting
ii. has been repeatedly late in paying housing charges
iii. has broken the by-laws in a way the board considers serious, or
iv. has repeatedly broken the by-laws in a way the board considers serious, even if the member has corrected the situation when given notice.

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

(c) The board can evict a member under 6.2, 6.3, a decision referred to in 6.4 and a decision on membership referred to in 6.6 of this By-law.

9.3 How the Co-op Can Evict a Member

(a) The board must make a decision by majority vote to evict a member. The board can base its decision on the model Eviction Decision in Schedule E of this By-law.

(b) Before making an eviction decision, the board must give written notice to the member of a board meeting held to consider the eviction of the member. This notice must be given to the member at least ten days before the meeting. The notice must be signed by a director.

(c) The notice must state:

i. the time and place of the board meeting. It may also state a time when the board will discuss the member's eviction during that meeting.
ii. the reasons for the proposed eviction
iii. the member's unit
iv. the proposed eviction date, and
v. the fact that the member need not vacate the unit, but that the Co-operative may obtain a writ of possession after it evicts the member.

(d) The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.

(e) The notice must state the proposed eviction date. The date to be inserted in the notice will be the following number of days after the board meeting:

i. [ten] days if the member owes charges to the co-op
ii. [one] day in the case of domestic violence
iii. [thirty] days if the member is unable to live independently, as in 6.3 of this By-law
iv. [ninety (same as 6.2 (h))] days if the member's household size breaks the Co-operative's occupancy standards and the Co-operative does not have a unit of appropriate size.
v. [thirty] days if the member's household size breaks the Co-operative's occupancy standards, and the member refused a unit of appropriate size or the date that is [ninety] days after the board meeting which decided the member should move, whichever is later.

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

(f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the board's decision to a general meeting of the members.

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

(g) If the board decides to evict a member, it must give the member a written Eviction Notice. The notice must be given within five days of the meeting. The notice must be signed by a director.

The eviction decision of the board may be in the form of the model Eviction Decision attached as Schedule E of this By-law.

The Eviction Notice may be in the form of the model Eviction Notice attached Schedule F of this By-law.

9.4 Right of Appeal

(a) A member can appeal the board's decision. If the member appeals the decision is not effective until the appeal is decided or dropped.

(b) A member who wants to appeal must give a notice of appeal to the Co-operative office within seven days of the date on which the Eviction Notice was given.

(c) When the Co-operative receives a member's notice of appeal the Co-operative must:

i. call a general meeting of the members, giving proper notice, or
ii. put the matter on the agenda for another general meeting of the members.

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

(d) Everyone who receives notice of the general meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the Act.

(e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.

(f) The meeting can confirm the board's decision, or replace it with any other decision which the board could have made.

(g) The board's decision is confirmed if:

i. the meeting does not make a decision to change the decision, or
ii. a quorum is not present at the meeting or at the time of the vote.

(h) If the appeal is unsuccessful, the eviction date will be [two] days after the general meeting, or on the date stated in the Eviction Notice whichever is later. However, the general meeting can set a later date for eviction.

9.5 Legal Action

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

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

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

i. give all necessary instructions to the co-op's lawyers, and
ii. make a settlement or other agreement after consulting with the co-op's lawyers.

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

9.6 Performance Agreements

(a) The Co-operative can sign a performance agreement with the member. When a member and the Co-operative sign a performance agreement, any outstanding eviction decision is cancelled unless the performance agreement suspends the decision instead. If the decision is suspended, the performance agreement will set out how and when the Co-operative may act on the decision. This will include:

i. what the member must do to break the agreement before the Co-operative can act on the eviction decision
ii. what the Co-operative must do before it can act on the eviction decision, including what notice must be given to the member

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

i. carry out obligations in the future
ii. correct any past problem,
iii. compensate the Co-operative for any losses, and
iv. set out what the Co-operative may do if the member breaks the agreement, including acting on any eviction decision that has been suspended

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

(c) The board can use the model Performance Agreements in Schedules G and H of this By-law.

(d) If the member breaks the performance agreement, the Co-operative can act on any suspended eviction decision if it follows the requirements of the performance agreement. If there is no suspended decision, then the board must start the procedure to evict the member over again. In that case, breaking the performance agreement does not itself give the Co-operative the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement may be taken into consideration by the board, the members or a judge.

(e) When signing a performance agreement, the board can decide that an eviction decision will not be effective if the member:

i. pays the amounts owed, or
ii. carries out any acts that the board states in the decision within the time period stated in the decision.

9.7 Non-Members in a Member Unit

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

Article 10: Miscellaneous

10.1 Personal Information of a Member

(a) If members appeal a board decision, or bring up a discussion at a members' meeting involving personal information about themselves, the board can disclose other relevant personal information about the members.

(b) If members appeal a board decision about another member, or bring up a discussion at a members' meeting involving personal information about another member, they must get the other member's written approval first. Then the board can allow members to discuss that personal information about the other person concerned and the board can disclose relevant personal information about the member concerned. If that person does not give approval, the discussion is out of order.

10.2 References to Other By-laws

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

10.3 Serving Documents

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

A separate copy of the notice will be given to each member being evicted, and to any member who has left the unit

If a member is absent or evading notice, the notice can be given by:

i. handing it to any apparently adult person at the unit,
ii. posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
iii. sending it by registered mail to the person at the unit (and allowing the extra three days required by the Act).

10.4 Errors or Omissions in Procedures or Notices

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

CERTIFIED to be a true copy of By-Law No. VI of BURNHAMWOOD CO-OPERATIVE HOMES INC., passed by the Board of Directors at a meeting held on the 8th day of February, 1994 and confirmed by at least two-thirds of the votes cast by General Membership, at a meeting held on the 24th day of April, 1994.

Articles 3.7 and 5.5 b) amended and approved by the membership at large on the 22nd day of October, 2013.