

**CITY PARK CO-OPERATIVE APARTMENTS INC.
BY-LAW NO.3
OCCUPANCY BY-LAW**

A By-law relating to the rights and obligations of the Co-op and its members

Came into force: 12th June 1990

Schedules authorizing various Co-op Policies have been incorporated, from time to time, into this By-law. These schedules are listed in the Table of Contents and their dates of creation or revision are listed on page 26.

In addition to these changes, the main body of the Occupancy By-law has also been amended:

Amended	23 rd	January	1993
Amended	26 th	June	1993
Amended	22 nd	January	1994
Amended	25 th	June	1994
Amended	28 th	January	1995
Amended	23 rd	September	1995
Amended	27 th	January	1996
Amended	21 st	September	1996
Amended	25 th	January	1997
Amended	20 th	September	1997
Amended	18 th	September	1999
Amended	20 th	January	2001
Amended	19 th	January	2002
Amended	17 th	January	2004
Amended	14 th	January	2006
Amended	19 th	January	2008

Amendments Consolidated January 2009

Table of Contents

	Page
ARTICLE 1 – CO-OP’S RELATIONS WITH ITS MEMBERS	1
1.1. Terms of Occupancy	1
1.2. Priority of This By-Law	6
1.3. Non-Member Occupants	7
ARTICLE 2 – MEMBERS’ RIGHTS	7
2.1. Exclusive Possession.....	7
ARTICLE 3 – MEMBERS’ CONTRIBUTIONS	7
3.1. Payments Required.....	8
3.2. Monthly Charges Paid to Co-op.....	3
3.3. Member Deposit.....	3
3.4. Additional Charges	4
3.5. All Charges are Housing charges	4
3.6. Liability for Charges	5
3.7. Housing Charge Assistance.....	5
3.8. Participation.....	10
ARTICLE 4 – DETERMINATION OF HOUSING CHARGES	10
4.1. Determined by Members.....	11
4.2. Operating and Capital Budgets	11
4.3. Notice of Proposed Budget	11
4.4. Effective Date of Change in Housing Charges	11
ARTICLE 5 – USE AND BEHAVIOUR.....	12
5.1. Private Residences	12
5.2. Nuisance	12
5.3. Privacy.....	12
5.4. Maintenance and Repair	14
5.5. Acts of Others.....	15
ARTICLE 6 – OCCUPANCY RIGHTS AND STANDARDS	15

6.1.	Applicability of By-law	15
6.2.	Change in Household Size.....	16
6.3.	Infirmity.....	17
6.4.	Expropriation and Ground Lease	17
6.5.	Damage by Fire.....	18
ARTICLE 7 – OCCUPANCY BY MEMBERS.....		19
7.1.	Policy Regarding Occupancy by Members	19
7.2.	Additions to Household	19
7.3.	Persons Turning Sixteen.....	19
7.4.	Casual Guests.....	20
7.5.	Long-Term Guests	20
7.6.	Principal Residence	22
7.7.	No Transfer of Occupancy Rights.....	22
7.8.	Temporary Absence.....	22
7.9.	No Profit	23
7.10.	Consent to Assignment.....	23
7.11.	Co-op Employees.....	24
7.12.	In-Situ Tenants	24
7.13.	Commercial Tenants	24
ARTICLE 8 – INSURANCE AND LIABLILTY.....		24
8.1.	Co-op’s Liability.....	24
8.2.	Member’s Liability	25
8.3.	Co-op’s Insurance	25
8.4.	Members’ insurance.....	25
ARTICLE 9 – TERMINATION OF OCCUPANCY BY MEMBER		25
9.1.1	Notice Required	25
9.2.	Abandonment.....	26
ARTICLE 10 – THE CO-OP EVICTS A MEMBER.....		26
10.1.	Terms used in This Article.....	26
10.2.	When the Co-op Can Evict a Member	26
10.3.	How the Co-op Can Evict a Member	27
10.4.	Right of Appeal.....	29
10.5.	Legal Action.....	30

10.6. Performance Agreements	31
10.7 Non-Members in a Member Unit	32
ARTICLE 11 – WITHDRAWAL FROM MEMBERSHIP	32
11.1. No Withdrawal Without Terminating Occupancy	32
11.2. No Termination of Occupancy without Withdrawal	33
11.3. Withdrawal When Unit Abandoned	33
11.4 Withdrawal When Residence Ceases	33
11.5 When Occupancy Rights Terminated	33
ARTICLE 12 – MISCELLANEOUS	34
12.1 Appeal of Board Decision by Member	34
12.2. Subordination	34
12.3 Time	35
12.4. Partial Invalidity and Waiver	35
12.5. References to other By-laws	35
12.6. Procedural Irregularities	35
12.7. Coming Into Force.....	35
12.8. Serving Documents.....	35
12.9. Policies as Schedules	36
Schedule “A”	38
Appendix “A”	39
Appendix “B”	40
Schedule “C”	43
Schedule “D”	45
Schedule “E”	47
Schedule “F”	49
Schedule “G”	50
Schedule “H”	52
Schedule “I”	54
SCHEDULE “J”	57

CITY PARK CO-OPERATIVE APARTMENTS INC.

BY-LAW NO. 3

OCCUPANCY BY-LAW

**A By-law relating to the rights and obligations of the
City Park Co-operative Apartments Inc.
and its Members**

CITY PARK CO-OPERATIVE APARTMENTS INC. (the "Co-op") has been formed for the purpose of providing accommodations to its Members and it is desired to set out the terms on which such accommodation shall be provided and the rights and obligations of the Co-op and its Members.

THEREFORE, the following is enacted as a By-law of the Co-op:

ARTICLE 1 – CO-OP’S RELATIONS WITH ITS MEMBERS

1.1. Terms of Occupancy

Amended 28.01.95

- (a) The terms of occupancy of units of housing in the Co-op by members shall be governed by the by-laws and Occupancy Agreement of the Co-op. The Occupancy Agreement (including its Appendices), attached to this By-law as Schedule "A", is hereby adopted as the Occupancy Agreement of the Co-op and is incorporated into this By-law. Each member shall sign a copy of the Occupancy Agreement, which shall include Changes to the Member(s) and, if applicable to the member, Terms of the Member's Housing Charge Subsidy. The Co-op, its officers and members shall observe all the terms of the by-laws and Occupancy Agreement and are bound by their terms whether or not any particular member has signed an Occupancy Agreement.
- (b) In addition to the by-laws and Occupancy Agreement, which are applicable to all members, certain by-laws and agreements (such as the Housing Charge Assistance By-law and Performance Agreements) are applicable only to certain members. All members to whom such by-laws and agreements are applicable are bound by them and shall observe the terms set out in them.

1.2. Priority of This By-Law

Replaced 27.01.96

- (a) This By-law takes place of or amends all previous by-laws or resolutions that deal with the occupancy rights and obligations of the Co-op and its members. Any future by-law can only amend this By-law if the future by-law states that it is

doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.

- (b) If there is a conflict, the following will govern in their order:
- i) first, the *Co-operative Corporations Act*, the *Ontario Residential Tenancies Act*, the *Ontario Human Rights Code*, and any other applicable statute or law
 - ii) second, the Articles of Incorporation
 - iii) third, this By-law
 - iv) fourth, the other by-laws of the Co-op, unless the by-laws state differently,
 - v) fifth, standing resolutions of the Board.

1.3. Non-Member Occupants

Amended 25.06.94

The Co-op's relations with non-member occupants are governed by Article 7 (Occupancy by Members), except where inconsistent with the Co-operative Corporations Act or the Landlord and Tenant Act.

ARTICLE 2 – MEMBERS' RIGHTS

2.1. Exclusive Possession

Each member of the Co-op shall be entitled to exclusive possession of his or her unit, to the use in common with other members of the community facilities of the Co-op, and to the use of any parking space allocated to the member. The Co-op shall permit each member quiet enjoyment of these areas in accordance with the by-laws of the Co-op.

ARTICLE 3 – MEMBERS' CONTRIBUTIONS

3.1. Payments Required

Each member is required to make the following payments to the Co-op:

- a) monthly housing charges (less any housing change assistance to which the member is entitled);
- b) parking charges where applicable;
- c) member deposit (as defined in paragraph 3.3);

Amended 24.06.94

- d) Other charges that members must pay under any of the Co-op's by-laws.

3.2. Monthly Charges Paid to Co-op

- a) The monthly housing and parking charges shall be set by the Members at a duly constituted general meeting in accordance with Article 4 (Determination of Housing Charges) of this By-law. Housing charges and parking charges shall be paid monthly, in advance, before the close of business on the first day of each month.
- b) The monthly housing charge does not include the following which the member shall be responsible for paying: Electricity for the member's unit, telephone for the member's unit, charges for cable television for the member's unit, insurance of the member's personal property, personal liability insurance for the member.

3.3. Member Deposit

- a) Members shall pay a deposit ("Member Deposit") to the Co-op prior to moving into their units, or at any other time as permitted by the Co-op. The Member Deposit shall be payable with respect to each unit. For members not receiving housing charge assistance ("Assistance") from the Co-op, the Member Deposit shall be 100% of the full current monthly housing charge for the unit rounded out to the nearest dollar. For members receiving Assistance, the Member Deposit shall be 70% of one month's full Housing Charge (before deduction of Assistance) for the unit rounded to the nearest dollar.
- b) The amount required as a Member Deposit shall be adjusted automatically at the time of any change in the monthly housing charge. Each member shall, on the effective date of the change, pay any additional amount required to bring the Member Deposit up to the required amount. If there has been a reduction in charges, the Co-op shall credit the difference against future charges.

Amended 25.06.94

- c) When the Co-op regains possession of a member's unit, the Member Deposit shall be returned to the member, less any amount which the member may owe the Co-op, for whatever reason, or because the unit has not been left clean and in good repair in accordance with Para 5.4(h).

Added 23.01.93 & 25.06.94

- d) No member shall be entitled to interest earned on the Member Deposit on and after the first day of May, 1993. Effective May 1, 1993 the interest on the Member Deposits shall be paid in to the Special Projects Reserve Fund to be used for such purposes as the Board of Directors (the "Board") may determine. Such interest will be calculated at the rate which must be paid tenants for security deposits as set out by the Landlord and Tenant Act.

Added 22.01.94

- e) The Member Deposit shall include 100% of any parking charge that may be applicable.

3.4. Additional Charges

- a) If, as a result of any act or omission of any member or person forming part of the member's household or any person permitted on the Co-op's property by the member, the Co-op becomes liable for any additional costs or charges, or incurs any additional expense, the member is required to pay the costs or charges to the Co-op on demand. This obligation shall apply whether or not the act or omission mentioned in the previous sentence is in breach of the Co-op's by-laws. Such costs or charges shall include, for example, returned cheque charges, collection charges, increased insurance premiums and legal fees. The Co-op shall be entitled to recover its legal fees on a "solicitor and his own client basis" (that is, the actual legal fees and disbursements incurred by the Co-op). If such costs or charges are regular, recurring payments, the member's family monthly housing charge shall be adjusted accordingly.

Amended 25.06.94

- b) Members shall pay any charges which may be levied against them or any interest or charge they may owe on overdue payments in accordance with the Co-op's by-laws.

3.5. All Charges are Housing charges

Amended 25.06.94

- a) All charges, including those referred to in paragraph 3.4 (Additional Charges), which may become due and payable shall be deemed to be rent and to be housing charges and the remedies available to the Co-op for dealing with and failure to pay rent or housing charges shall apply to a failure to pay any of them. Failure to pay any charges shall be considered a failure to pay housing charges under the Co-operative Corporations act.

Amended 25.06.94

- b) The acceptance of housing charges or any other payments by the Co-op subsequent to any default in payment of housing charges or any other default by the member shall not be deemed to be a waiver of the default, whether or not the Co-op had knowledge of the default at the time of the acceptance of the payment. No payment by the member or, receipt by the Co-op, of any housing charges or any other sum from the member, not any endorsement or statement on any cheque or letter accompanying payment, nor any other statement shall be deemed to be an “accord and satisfaction” or operate as a waiver or be deemed to waive any of the Co-op’s rights with respect to the amount actually owing or any steps the Co-op has taken to terminate a person’s membership and occupancy rights, or to take possession of the unit. The Co-op may, with or without notice to the member, accept such cheque or payment without prejudice to its rights to recover the balance actually owing or to pursue any other remedy available to it.

3.6. Liability for Charges

- a) The monthly charges and Member Deposit referred to in this Article shall be required on a per unit basis. If more than one adult occupies a unit, they shall each be liable for all charges, jointly and severally, whether or not they are members of the same family or household. If any person ceases to occupy the unit, the remaining occupants shall remain liable for all the charges applicable to that unit.
- b) Any arrangement for sharing expenses shall comply with paragraph 7.9 (No Profit). Such arrangements shall be the responsibility of the persons entering into them and shall not bind the Co-op. Such persons shall remain jointly and severally liable to the Co-op as set out in this paragraph. If there is any arrangement for sharing expenses, one of the members occupying the unit shall collect the contributions of each occupant and make one single monthly payment to the Co-op.

3.7. Housing Charge Assistance

Replaced 25.06.94

Members shall be entitled to Assistance in accordance with the Terms of the Member’s Housing Charge Subsidy forming Appendix “B” to the Occupancy Agreement and other provisions adopted by the Board. The Property Manager is authorized to determine who is entitled to subsidy and the amount of subsidy. Members have the right to appeal to the Board. The Board will determine the procedures to be followed which must be procedurally fair.

3.8. Participation

Amended 28.01.95

Members are expected to attend general members’ meetings and to participate in the activities of the Co-op

ARTICLE 4 – DETERMINATION OF HOUSING CHARGES

4.1. Determined by Members

Monthly housing and parking charges shall be considered and established annually, or more often as necessary, by a majority of the votes cast at a meeting of the membership of the Co-op called for the purpose of approving the operating budget and housing charges of the Co-op. No proposal for a housing charge increase may be considered at a general meeting unless a budget has been presented to members in accordance with paragraph 4.2 (Operating and Capital Budgets). Existing charges shall continue until a change is approved by a vote of the members in accordance with this Article.

4.2. Operating and Capital Budgets

- a) Prior to the general meeting at which the budget proposal is presented, the Board shall prepare a budget for the next fiscal year, showing the estimated total operating expenses of the Co-op, and showing the charges proposed for each unit. The budget (or separate capital budget which may be considered at a later general meeting) shall also show proposed capital expenditures, the proposed source of funds to be used for the expenditures, and the impact of the expenditures on the current and future operating budgets of the Co-op.
- b) Whenever possible, the categories of income and expense detailed in the budget shall correspond with the chart of accounts used by the Co-op in its books of account.
- c) In preparing the annual operating budget, the Co-op shall not show interest earned on funded reserves as operating income, but shall add the interest earned to reserves.
- d) If, during a fiscal year, the Board feels that a change in the total operating expenses and/or a change in housing charges is necessary or desirable, it may call a special meeting of the members for the purpose of considering such a change. It shall prepare a budget or a statement showing the necessity for the change and give notice in the manner set out in paragraph 4.3 (Notice of Proposed Budget).

Amended 19.01.02

- e) The annual budget preparation and all expenditures of the Co-op must be in accordance with the Spending Policy, if any.

4.3. Notice of Proposed Budget

In addition to the notice of a general meeting required by the Co-op by-laws, at least five days prior to the budget meeting there shall be delivered to each unit a copy of the proposed budget, including the proposed charges for each unit type, together with any alternatives which may be proposed by the Board for consideration.

4.4. Effective Date of Change in Housing Charges

Unless otherwise determined by a two-thirds' majority vote of the members present and voting, any change in charges under 4.1 (Determined by Members) shall take effect of the first day of

the fourth month following the month in which the meeting took place. Notice of the change applicable to that unit shall be delivered to each unit within a reasonable time after the meeting.

ARTICLE 5 – USE AND BEHAVIOUR

5.1. Private Residences

Units may be used only as private residences for members and their households and for other persons in accordance with this By-law. Use as private residences may include incidental business and other uses, provided that such uses do not breach any law, by-law, regulation or any agreement with, or administered by, any government authority, any lease under which the Co-op may have acquired the right to its buildings, any obligation of the Co-op towards the Province of Ontario, the Co-op's fire or other insurance policies, and provided that they do not render the Co-op's insurance more costly or create any other cost or liability on the part of the Co-op.

5.2. Nuisance

Members shall not commit or permit any noise, nuisance or other act that might unreasonably disturb or interfere with other members of the Co-op, the Co-op's employees or staff or residents of the Community of which the Co-op forms part. Members shall not commit any illegal act or breach of any municipal, provincial or federal law, by-laws or regulation of any competent authorities within the unit or in the common elements or other property of the Co-op.

5.3. Prohibited Contact

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 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 Member of these communities. Co-op Members must not commit any illegal act in their units or on Co-op property.

5.4 Human Rights

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

5.5 Violence

Co-op Members must not commit violence against any other Members, guests, staff or residents of the Co-op. Violence can be real or threatened. Violence can be physical,

psychological, and/or sexual. Child abuse is a kind of violence. Violence against another person in the same household is domestic violence.

5.6 Domestic Violence

(a) Not tolerated

The Co-op does not tolerate domestic violence. It will try to assist victims of domestic violence. Members who engage in domestic violence may be evicted.

(b) Members who are victims of domestic violence while they live at the Co-op can:

- i. Ask the Board of Directors to evict any person who commits domestic violence;
- ii. Request an emergency housing charge subsidy, if available under the Co-op's by-laws and subject to any applicable government requirements; and/or
- iii. Obtain information from the Co-op on support resources available in the community.

(c) Eviction

Under Article 10 ("The Co-op evicts a Member"), the Board of Directors can evict anyone who has committed domestic violence at the Co-op. A complaint from the victim is not necessary. The Board can accept the following as proof of domestic violence occurred:

- i. A restraining order or peace bond is in effect at the time the Notice to Appear is issued;
- ii. Terms of bail allowing no contact are in effect at the time the Notice to Appear is issued; and/or
- iii. The offering Member has been convicted of an offence against the victim.

5.7 Return of Member

If a Member is ready to let a previously violent spouse, partner or co-occupant return, the Member can ask the Board of Directors in writing to reinstate that person's Membership. The Board may reject an application from the person if the victim does not consent, or if the Board thinks it would be best for the Co-op. Article 7.4 and 7.5 (Casual guests and Long Term Guests) apply if the Member wants the person to stay as a casual or Long Term guest.

5.8 Explanations

Violence and harassment can be based on a prohibited ground under the Ontario *Human Rights Code* or on other grounds. Criticism of the job performance of the Board of Directors and staff is not harassment or a breach of Article 5.3 (Prohibited Conduct) if it is made in a reasonable and

constructive way. The Board does not have to wait until any court charges are heard before evicting someone in the case of violence or other illegal acts.

5.9 Calling Police and Other Authorities

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

5.10 Privacy

- a) Each member shall be entitled to privacy within his or her unit. Neither the Co-op nor anyone on its behalf shall enter any member's unit without the member's permission except in the case of real or apprehended emergency and except as set out in (b) and (c) of this paragraph.
- b) Persons or classes of persons designated by the Board shall be permitted to enter each unit at any reasonable time on 48 hours' notice for regular or special maintenance inspections (including any which may be required in connection with any insurance policy or appraisal for the Co-op's property or to determine the condition of units being vacated), for the performance of maintenance, repairs or renovations or for such other reasons as the Board may determine.
- c) The Co-op may, on 24 hours' notice, enter a unit at any reasonable time to show the unit to prospective occupants if the member has given notice of termination of occupancy under paragraph 9.1 (Notice Required), or if a resolution has been passed by the Board terminating occupancy under Article 10 (The Co-op Evicts a Member) and right of Appeal under para. 10.4 have been exhausted.
- d) Any notice under (b) and (c) of this paragraph need not set out specific times but may set out a time range, which may be over more than one day, and may include provision for more than one entry into the unit.

5.11. Maintenance and Repair

- a) Members shall maintain their units in an ordinary state of cleanliness at all times and shall comply with all requirements and standards of health authorities and other authorities respecting standards of cleanliness and maintenance. Members shall be responsible for the repair of damage to Co-op property caused by their wilful or negligent conduct.
- b) Members shall observe the maintenance responsibilities with respect to their units and the common elements of the Co-op as set out in the Maintenance and Improvements By-law.
- c) Members may make alterations or improvements to their units or alter or change the locking system only as permitted by and in accordance with the Maintenance and Improvements By-law.

- d) Members shall report to the Co-op promptly any condition in their unit or its equipment or in the building containing the unit which come to their knowledge and which may cause deterioration of the unit or building if not corrected.
- e) The Co-op may perform any of the maintenance or other obligations set out in this paragraph if the member does not perform them within a reasonable time in the circumstances. The member shall reimburse the Co-op for its out of pocket costs and the reasonable value of any employee time in connection with such performance together with ten percent of the costs as administrative fee in accordance with paragraph 3.4 (Additional Charges).
- f) The Co-op shall keep the unit, the other property of the Co-op, and all the services and facilities of the Co-op in a good state of repair and fit for habitation and in compliance with health, safety and maintenance and occupancy standards required by law (subject to the responsibilities of the members set out in this paragraph and in the Maintenance and Improvements By-law). The maintenance may be provided by using Co-op employees, contractors or through the participation of members.
- g) The Co-op shall provide a stove and refrigerator in normal working order in each unit. Members shall maintain the stove and refrigerator in a reasonable state of cleanliness.
- h) Upon vacating the unit, the member shall leave the unit clean and in good repair in accordance with the standards established in the Maintenance and Improvement By-law.

5.12. Acts of Others

Members shall be responsible for the acts, omissions and behaviour of their household, guests or sub-occupants and all persons invited or permitted into the unit, common elements or other property of the Co-op by the member, their household, guests or sub-occupants. Members shall be liable if any such person does not act or omits to do any act which, if done or omitted by a member, would be considered a default under the by-laws of the Co-op. The member shall be required to pay any damages and may have his or her occupancy rights terminated as if the act or omission had been done or omitted by the member personally.

ARTICLE 6 – OCCUPANCY RIGHTS AND STANDARDS

6.1. Applicability of By-law

This Article deals with changes in the size of existing households within the Co-op and sets out circumstances in which members may cease to be entitled to occupy their existing unit. The Member Selection and Unit Allocation By-law deals with allocation of units to new members and to members relocating from other units in the Co-op. If at any time there is no Members Selection and Unit Allocation By-law, the Board shall make all decisions relating to the allocation of units based on occupancy standards that it adopts for general application, which may be more restrictive than the standards set out in this article.

6.2. Change in Household Size

- a) If the size or composition of a member's Household (as defined in 7.1 (a)) changes from that set out in the members application for membership or any subsequent notice of change in household size or composition given to the Co-op, the member shall deliver to the Co-op office prompt written notice concerning the change. If there is an addition to the household, the notice shall include the name of the person added, his or her age if under eighteen, and the relationship of that person to other household members. If there is a decrease in household size, the notice shall provide the name of the person or persons who no longer reside in the unit. If the Co-op requests, the member shall also provide a consent to a credit check signed by the new household member and any information that may be requested. The notice, consent and other information required under this paragraph shall be given promptly, whether or not the member has yet received from the Board any permission that may be required under Article 7 (Occupancy by Members).
- b) The following occupancy standards shall govern the maximum number of persons ("Maximum Occupancy Standards") normally permitted to reside in each of the Co-op's unit types"

Bachelor:	2 persons
One Bedroom:	2 persons
Small two bedroom:	3 persons
Large two bedroom:	4 persons

(c)to (g) Replaced 25.06.94

- c) If a member's household exceeds the Maximum Occupancy Standards by more than one person, 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 at least ten days written notice of the meeting.
- e) The member can attend and speak at the Board meeting, or have a representative speak. The representative can be a lawyer or another person. The Board must deliver its decision in writing to the member. The member cannot appeal the Board's decision to require the move to a unit of suitable size.
- 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 10 of the 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 six months 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 six months after the Board meeting that decided to evict the member. The Board must use the procedures stated in Article 10 of this By-law.

6.3. Infirmity

- a) It is an essential requirement of occupancy of the Co-op that members be physically and mentally capable of living independently and caring for themselves or that the members make provision for their care without undue hardship on the Co-op, its members or employees. If the Board determines that any member is incapable of performing or fulfilling this requirement, it may terminate that member's right to occupy his or her unit, unless the member demonstrates to the satisfaction of the Board that suitable arrangements have been made for the necessary care without any burden to the Co-op. The Board may refrain from adopting a resolution of termination if the member or person making such representations enters into a written agreement with the Co-op on such terms as the Board may approve.
- b) In the event that the Board considers such a matter under (a) of this paragraph but decides not to adopt a resolution of termination because of representations made by or on behalf of the member, the Board may at any time in the future consider a resolution to terminate that member's occupancy rights if it feels that the arrangements for the member's care are not adequate or have not been observed.
- c) When adopting any resolution under this paragraph, the Board shall be entitled to rely on the opinion and experience of the employees, officers and members of the Co-op and shall not be obliged to obtain medical or other expert evidence. The Board shall consider any medical or expert evidence provided by the member.

Replaced 25.06.94

- d) If the Board decides to evict the member, the Board must use the procedures set out in Article 10 of this Bylaw.

6.4. Expropriation and Ground Lease

- a) If any unit is expropriated, the member's right to occupy the unit shall terminate on the day when the expropriating authority obtains possession. Charges shall be paid to that date but no further charges shall be due to the Co-op after that date.

- b) In keeping with the non-profit purposes of the Co-op, compensation received by a member on expropriation (except for compensation for disturbance and/or relocation expenses) shall be the property of the Co-op and the Co-op shall be subrogated to all the member's rights with respect to the compensation. The Co-op shall be entitled to exercise the member's rights to prosecute any claim for compensation and, if a member receives any of the compensation due to the Co-op under this paragraph, the member shall immediately pay it to the Co-op.
- c) If any unit is in or on property that is leased to the Co-op and the Co-op's lease terminates, the member's right to occupy that unit shall terminate on the day when the Co-op's rights terminate. Charges shall be paid to that date, but no further charges shall be due to the Co-op after that date.

6.5. Damage by Fire

- a) If any unit in the Co-op is damaged by fire or other casualty and the damage is minor, the unit shall be repaired by the Co-op as quickly as possible and there shall be no reduction in housing charges.
- b) If the damage is sufficiently serious that, in the opinion of the Board, it is not desirable to repair the unit, then the member's right to occupy the unit shall terminate immediately and charges shall cease effective the day of the fire or casualty.
- c) If the damage is such that the unit is no longer habitable but the Co-op intends to repair the unit, then the member's right to occupy the unit shall terminate immediately and charges shall cease to be effective the day of the fire or casualty. In addition to the priority on the waiting list referred to in (e) of this paragraph, the member shall have a further right to re-occupy the damaged unit when it is repaired.
- d) For a period of up to three months after the fire or casualty, the member's household shall be able to occupy any vacant unit of housing of the Co-op on an emergency basis paying the lesser of the charges applicable to the unit occupied or the damaged unit.
- e) Any member losing the right to occupancy under this paragraph shall have priority on the Co-op's internal waiting list until a suitable unit which the household is eligible to occupy under the Co-op's Member Selection and Unit Allocation By-law is offered to him or her. If the member refuses such a unit when offered, his or her priority on the waiting list shall be established in accordance with the Member Selection and Unit Allocation By-law.

Added 26.06.93

- f) The Co-op does not have to pay rent to an outside landlord, or any other costs, because of damage.

7. ARTICLE 7 – OCCUPANCY BY MEMBERS

7.1. Policy Regarding Occupancy by Members

Amended 28.01.95

- a) For the purposes of the Co-op's by-laws, unless otherwise specifically provided, a Member's household (the "Household") shall mean
- The member;
 - Any other members residing in the unit;
 - Persons under sixteen residing in the unit whether or not members;
 - Any persons resident in the unit who have turned sixteen and remain in the unit under 7.3 (Persons Turning Sixteen);
 - Any Long Term Guest of the member, as defined in 7.5

The Household shall not include any other persons, and other persons may reside in the unit only as guests under 7.4 (Casual Guests) or sub-occupants under 7.8 (Temporary Absence) and only when permitted under those paragraphs.

Replaced 25.06.94

- 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-members units or non-residential spaces; any leases, agreements or applicable Laws govern the Co-op's relations with them.

Replaced 25.06.94

- c) Non-member occupants of a member unit shall have no greater right of occupancy of the members occupying the unit or any right to occupy it independent of the members. Such occupants shall not be entitled to occupy any other unit or to a position on the Co-op's internal waiting list. If any such persons continue to reside in the Co-op when no longer permitted to do so by the terms of this article, the members occupying the unit shall be considered to be in breach of this By-law. Any act, omission or default by a non-member occupant may be grounds for termination of the member's occupancy rights under Article 10 (The Co-op Evicts a Member).

7.2. Additions to Household

Replaced 25.01.97

- a) In most cases, if a member wishes to add a person over sixteen years of age who is not already a member to the household, that person must apply to be a Long Term Guest para 7.5 of this by-law.

Replaced 25.01.97

- b) Only in exceptional circumstances will the Board permit that person to become a member and co-signatory of the Occupancy Agreement after successful application in accordance with the Member Selection and Unit Allocation By-Law, Article 2.
- c) Until the Board has made a decision, the applicant may occupy the unit as a Casual Guest on the terms set out in para 7.4 of this by-law.

7.3. Persons Turning Sixteen

- a) Persons under sixteen years of age may occupy a unit as part of a member's Household. At any time after turning sixteen, such persons may apply for membership in the Co-op and shall be entitled to a position on the Co-op's internal waiting list if they have applied for and been accepted for membership. Any person who has applied for membership under this paragraph and has been rejected may reapply on reaching the age of eighteen (18) years.

- b) If such persons are not accepted for membership, or do not apply for membership, they may continue to reside with the members. After any such person has reached the age of eighteen, the Board may terminate his or her right to remain resident in the Co-op if the Board determines that continued residence would be inappropriate. The members occupying the unit shall be entitled to ten days' prior written notice of any meeting at which it is proposed to pass a resolution terminating the right of occupancy of a household member under this paragraph. Any termination of occupancy under this paragraph shall take effect no earlier than sixty days after delivery of a notice by the Board of the passage of its resolution, or such longer period of time as the Board may determine. If any such person resides in the Co-op at any time after the date specified in a notice of termination under this paragraph, the members occupying the unit shall be considered to be in default.

7.4. Casual Guests

- a) This paragraph concerning casual guests and paragraph 7.5 concerning Long-Term Guests set out the terms on which members are permitted to have guests staying with them in their units.
- b) The following provisions shall apply to casual guests:
 - i) No person may be a guest for any single visit of more than two consecutive months without the permission of the Board.

Amended 25.06.94

- ii) No person may be a guest for any number of visits during any twelve month period selected by the Board where the total length of the visits is more than three months including the two months referred to in clause (a.) without the approval of the Board.
- iii) No member may have an unreasonable number of guests at any one time.
- iv) The Board shall not normally grant permission for the extension of any single visit beyond a total of three months.

Amended 25.06.94

- v) In granting its permission for any visit where its permission is required, the Board shall set a specific maximum duration for the visit. In such cases, the Board shall determine whether the income of the casual guest shall be considered part of the household income for the purpose of the calculation of household income for housing charge subsidy.

7.5. Long-Term Guests

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

Amended 20.01.07

Amended 27.09.14

Amended 17.09.16

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

The proposed Long-Term Guest must be interviewed by the Member Selection Committee. The purpose of the interviews is to determine whether or not the Long-Term Guest is prepared to abide by the Co-op's By-laws and policies and the projected period of residence in the Co-op. Appropriate identification must be presented at the time of the interview. The Membership Selection Committee will then make a recommendation to the Board of Directors. If the Long-Term Guest request is denied, there is no right of appeal (see 7.5(d))

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

Amended 27.09.14

- d) The Board of Directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests 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 to appeal.

Amended 27.09.14

- e) The income of long-term guests is normally to be included in the household income when housing charge subsidy is calculated. This is subject to government requirements and the Co-op's Housing Charge Subsidy by-law, if it has one.

Amended 28.01.95

Amended 20.01.01

Amended 27.09.14

- f) A long-term guest registered with the Co-op prior to September 27, 2014, and in continuous residence for fifteen months, may apply and be considered for membership, if the member with whom the long-term guest has been staying (host member) consents in writing to the application of the long-term guest to become a member and co-signatory of the host member's Occupancy Agreement, as a co-occupant of the Member's unit, the newly approved co-occupant must reside in the host member's unit for an additional twelve (12) months, before requesting a move into his/her own unit.

Amended 28.01.95

Amended 27.09.14

- g) In order to maintain the integrity of both internal and External Waiting Lists, the Board will require that each application for membership and right to co-occupancy under 7.5(f) be scrutinized, and will consider all relevant information re: applicant and host-member in deciding whether to accept or reject the application.

Added 28.01.95

- h) If the host member dies before membership has been granted re an application under 7.5(f), the application process will cease and the Long-Term Guest's right to occupy the unit will be cancelled unless the Board considers that the circumstances in an individual situation warrant an exception.

Added 28.01.95

- i) A Long-Term Guest who is a care-giver is not eligible to become a member and co-occupant of the host member's unit, unless the Board considers that the circumstances in an individual situation warrant an exception. For the purpose of this Paragraph, a care-giver means a person residing in the unit because of the host-member's infirmity to age or mental or physical illness or for any other reason, and includes a friend, relative or other person whether or not professionally qualified as a nurse.

Added 28.01.95

- j) Notwithstanding the foregoing, a Long-Term Guest may apply for membership in order to reside in his/her own unit. The procedures set out in Member Selection and Unit Allocation By-law will be followed, and no priority placement on the External Waiting List will be permitted.

7.6. Principal Residence

Amended 20.09.97

- a) A unit allocated to a member shall be used as his or her own principal residence. In addition, beginning January 1998, a member who does not occupy and reside in his or her unit for one hundred and eighty-three (183) days or more in a calendar year, even if it remains his or her principal residence, shall surrender occupancy rights in the Co-op and withdraw from membership unless a longer absence is authorized by the Board either:
 - (i) under paragraph 7.8 (Temporary Absence) or,
 - (ii) for any other special reason in an individual case as approved by the Board following a written application giving the reasons for the request, in which case authorization shall not be unreasonable withheld.

Amended 20.09.97

- b) The Board may proceed to terminate the members' occupancy rights under Article 10 (The Co-op Evicts a member) if the Board determines that the unit is not the member's principal residence or that the member has not personally occupied and resided in the unit for at least one hundred and eighty-three (183) days in the current or immediately preceding calendar year.

7.7. No Transfer of Occupancy Rights

Amended 20.09.97

Members shall not transfer their occupancy rights to anyone else.

7.8. Temporary Absence

Para. 7.8 Replaced 28.01.95

- a) A member required to temporarily leave the Co-op due to:
 - i) educational leave or;
 - ii) a temporary work assignment or;
 - iii) any other special reason in an individual case as approved by the Board;may apply to the Board for permission to let other(s) occupy his/her unit as Sub-Occupant(s) under the conditions stated in the sections that follow and under the terms of the Sub-Occupancy Agreement attached to this By-Law as Schedule "C".
- b) The application must be in writing giving the reasons for the request.
- c) If the Board approves the grounds for the application, the Member Selection Committee will interview the prospective sub-occupant. The Committee's recommendation for approval or rejection will be considered by the Board. The maximum term of Sub-Occupancy will normally be no longer than twelve months but may be extended at the Board's discretion.

- d) Prior to the beginning of a term of sub-occupancy, the member(s) and all Sub-Occupant(s) must sign and deliver to the Co-op a Sub-Occupancy Agreement (Schedule "C")
- e) A Sub-Occupant must pay the full market housing charge throughout the term of the Sub-Occupancy.
- f) The Ministry of Housing does not normally permit a member receiving a housing charge subsidy ("R.G.I.") to allow another person to occupy his/her unit as a sub-occupant. If the Board considers that the circumstances in an individual situation warrant it, however, the Ministry may be requested to grant an exception.
- g) At the end of the sub-occupancy period, the Sub-Occupant must vacate the unit.
- h) An applicant for membership who is on the External Waiting List and who becomes a Sub-Occupant will be automatically removed from the External Waiting List and will not be reinstated until the end of his/her sub-occupancy period.
- i) The Board will determine:
 - i) The responsibilities of the Co-op Office staff in reviewing sub-occupancy applications, verifying information and carrying out credit and landlord checks.
 - ii) Any administration fees to be charged.

7.9. No Profit

- a) Any arrangements for sharing monthly charges among persons occupying a unit, shall not directly or indirectly permit a profit to any member.

Amended 25.06.94

- b) Members may not profit on surrendering their occupancy rights or allowing others to use their units. Members must pay any profit to the Co-op.

Amended 25.06.94

- 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 share 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. Consent to Assignment

In order to control occupancy of the Co-op's units and to prevent a profit to any member on surrender of a unit, the Co-op shall be considered to be acting reasonably in withholding its consent to any assigning, sub-letting, parting with possession of or disposing of a unit if it refuses consent where the proposed transaction would be in favour of a non-member or would violate any provision established by the Co-op in relation to waiting lists or any other provision of the Co-op's by laws.

7.11. Co-op Employees

- a) No permanent employee of the Co-op or permanent employee of the property management who is working in or for the Co-op may be a member of the Co-op. In the event the Co-op or the property management company who is working for the Co-op has any employee whose duties require him or her to reside in premises provided by the Co-op, then the employee shall be considered a tenant of the Co-op and the provisions of Part LV of the Landlord and Tenant Act or any successor legislation shall apply to the tenancy.
- b) The Board shall ensure that a written agreement is entered into the employee providing that the tenancy of the employee shall end at the same time as the employment is terminated.

7.12. In-Situ Tenants

- a) If persons occupy units of housing at the time the units become part of the Co-op and, do not become members of the Co-op under the policies or by-laws of the Co-op prevailing at the time, they shall be considered to be tenants of the Co-op and their relationship with the Co-op shall be governed by Part IV of the Landlord and Tenant Act and any leases or tenancy agreements that may be entered into between them and the Co-op. The Board shall permit them to remain as tenants of the Co-op unless they default in their obligations to the Co-op.
- b) In dealing with such tenants, the Board shall accord them any privileges specifically made available to them by this or any other by-laws and generally shall act in a fair manner towards them recognizing that they are not entitled to the full privileges of membership.

7.13. Commercial Tenants

If the Co-op has any tenants occupying any property owned by it for other than residential purposes, this By-law shall not apply to the relationship with them, and the relationship shall be governed by whatever lease or tenancy agreement has been entered into between them and the Co-op.

8. ARTICLE 8 – INSURANCE AND LIABILITY

8.1. Co-op's Liability

- a) The Co-op shall be liable for any damage caused by the Co-op or its employees to the persons or property of the members and their families. This shall include damage caused by any defects in buildings or equipment owned or rented by the Co-op, regardless of whether the Co-op's insurance shall compensate the Co-op for costs involved. The Co-op's liability shall be limited to the portion of the damages not recoverable by the members from an insurance policy maintained by the member. The member hereby releases the Co-op from any claim with respect to portions so recoverable.

Amended 27.01.96

- b) The liability to the Co-op with respect to property damage shall be limited to the extent of the Co-op's insurance policy coverage or to \$250 whichever is greater with respect to any one incident per unit and the Co-op shall not be liable for any greater or other amount regardless of why the damage occurred.

Amended 27.01.96

- c) The Co-op shall be liable for any theft by or damage to the property of a member caused by any person who is in any unit in connection with that person's duties on behalf of the Co-op. The liability of the Co-op shall be limited to \$250 with respect to any one incident per unit and the Co-op shall not be liable for any greater or other amount regardless of the reason why the greater damage occurred.

8.2. Member's Liability

Members shall be responsible for the acts, omissions and behaviour of their household, guests or sub-occupants and all persons invited or permitted into the unit, common elements or other property of the Co-op by the member, their household, guests or sub-occupants.

8.3. Co-op's Insurance

The Co-op shall maintain such insurance as the Board considers appropriate which may include the following:

- a) fire and extended coverage in amounts required by any mortgagee or such greater as the Board may reasonable determine;
- b) boiler and machinery insurance in amounts required by any mortgagee or such greater amounts as the Board may reasonably determine;
- c) public liability insurance, including liability to members, tenants and other persons on the property in such amounts as the Board may reasonably determine;
- d) fidelity bonding for its employees in such amount as the Board may reasonable determine;
- e) volunteer workers' and Directors' accident insurance; and
- f) Directors' and officers' liability insurance.

8.4. Members' insurance

Amended 27.01.96

The Co-op strongly recommends that in order to protect against financial loss, members obtain whatever insurance they feel appropriate for theft of, or damage to, property owned by them and liability insurance for damage they may cause to the Co-op's property.

9. ARTICLE 9 – TERMINATION OF OCCUPANCY BY MEMBER

9.1 Notice Required

- a) A member may terminate his or her occupancy in the Co-op on sixty (60) days' notice in writing to the Co-op, with the sixty (60) days ending on the last day of the month. The member's right to occupy a unit in the Co-op shall terminate at the end of the sixty (60) day notice period. Once a

member has given such notice, the notice may not be withdrawn without consent of the Board. The Board shall not be obliged to permit members to withdraw the notice and the decision of the Board to refuse to allow members to withdraw notice shall not be subject to appeal to a general meeting of members.

- b) Until the sixty (60) days are up, the member's rights and obligations shall remain in full force and effect. On the expiration of the sixty (60) days, if the member vacates the unit in accordance with the notice, the member's continuing obligations to the Co-op shall end, but any outstanding obligations to the Co-op existing on that date shall continue until paid or fulfilled.

Amended 25.06.94

- c) If the member fails to vacate the unit at the end of the sixty (60) day notice period, the Co-op may apply for a writ of possession following the procedures in Section 171.14 of the Act and take any other action the Board may consider appropriate against the member without the necessity of following the provisions of Article 10 of this By-Law.
- d) Notwithstanding the above sixty (60) day notice requirement, if the termination date is the last day of February, notice must be given on or before January 1 of that year. If the termination date is the last day of March, notice may be given on or before February 1 of that year.

9.2. Abandonment

Relocated 26.06.93

If a unit has been abandoned the Co-op may enter the unit and take possession and the Membership and occupancy rights of the Member having vacated the unit shall end on the day that the Co-op takes possession. Any losses or costs resulting to the Co-op shall be the responsibility of the abandoning Member. A unit shall be deemed abandoned if reasonable inquiry indicates that persons have not been seen entering or leaving the unit for a significant period of time and if, on entry of the unit, it appears vacant by reason of absence of furniture or other personal belongings.

10. ARTICLE 10 – THE CO-OP EVICTS A MEMBER – Entire Article Replaced 26.06.93

10.1. Terms used in This Article

The Act uses the terms “terminating membership and occupancy rights” when referring to members, and “terminating occupancy rights” when referring to non-members. In this Article these acts of the Co-op are referred to as “evict the member” or “eviction”. A copy of the rules in this Act that apply to ending the membership and occupancy rights of a member are contained in Schedule 1.

10.2. 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,
 - iv. has repeatedly broken the by-laws in a way the Board considers serious;
 - v. for failing to meet the requirements of the Co-op as set out in the By-Laws, including at Article 6.2 (Change in Household Size), Article 6.3 (Infirmary) or Article 6.5 (Damage by Fire); or

- vi. for any reason set out at Part V.1 of the *Residential Tenancies Act*.

A person evicted for the above reasons shall not be permitted to reside again in the Co-op in any capacity, including as a Member, short term guest, Long Term Guest, sub-occupant, until at least two (2) years have elapsed since the date of eviction.

10.3. How the Co-op Can Evict a Member

- a) The Board must pass a resolution by majority vote to evict a member, in accordance with the *Co-operative Corporations Act*, the *Residential Tenancies Act* and this by-law. The Board can base its resolution on the model in Schedule “E” of this By-law,

Amended 28.01.95

- b) Before passing a resolution to end membership and occupancy rights, the Board must give written notice to the member of a meeting held to consider the eviction of the member. This notice must be given to the member at least ten days before the meeting.

The notice must be signed by a Director or the Property Manager. The Board may designate one Other employee to sign the notice, but only when the Property Manager is absent and a delay in signing could jeopardize the eviction process.

- c) The notice of eviction given to the Member must state/include:
 - i. the time and place of the Board meeting. It may also state a time when the Board will discuss the Member’s membership and occupancy rights during that meeting.
 - ii. the reason for the proposed eviction
 - iii. the member’s unit
 - iv. the proposed eviction date, and
 - v. the Member need not vacate the unit, but that after the termination of the Member’s Membership and occupancy rights, the Co-op may obtain possession of the Member unit by obtaining an order of the Landlord Tenant Board, if Part V.1 of the *Residential Tenancies Act* applies or by obtaining a writ of possession from the court if Part V.1 of the *Residential Tenancies Act* does not apply.
 - vi. 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;
 - vii. that the Member may appeal the Board’s decision to the Members if the by-laws provide a right of appeal for termination on the grounds set out; and;
 - viii. copies of any written materials that the Board may consider at the meeting. (Names of individuals or other identifying details may be blocked out or deleted at the Board’s discretion)
- d) The proposed eviction date inserted in the Notice to Appear will be the following number of days after notice is given, or in accordance with the *Residential Tenancies Act* or the *Cooperative Corporations Act*:

- i. Sixty (60) days and on the last day of a period of occupancy if the Member has persistently failed to pay the regular monthly housing charge on the date they become due and payable or if the Member has ceased to meet the qualifications for occupancy of the Member unit.
- ii. Fourteen (14) days after the date that notice is given if the Member fails to pay regularly monthly housing charges to the Co-op, the notice shall set out the amount of regular monthly housing charges due and specify that the Member may avoid eviction by paying the amount set out and any additional monthly charges that have become due as at the date of payment by the eviction date.
- iii. Twenty (20) days if the Member has misrepresented their income.
- iv. Ten (10) days in the case of a notice grounded on an illegal act, trade, business or occupation involving the production of an illegal drug, the trafficking of an illegal drug, or the possession of an illegal drug for the purpose of trafficking.
- v. Twenty (20) days for the Member or another occupant of the Member unit committing any other illegal act or illegal trade, business or occupation other than as set out at Article 10.3(d)(iv) above.
- vi. Twenty (20) days, unless a shorter period is permitted by section 94.4(6) of the *Residential Tenancies Act*, if the Member or another occupant of the Member unit or a person who the Member permits in the unit or residential complex willfully or negligently causes undue damage to the unit or complex. Notice given for damage shall require the Member, within seven (7) days, to repair or replace the damaged property or pay the Co-op for repairs or replacement.
- vii. Twenty (20) days if the grounds for eviction are that the Member or an occupant of the Member unit or a person permitted in the residential complex by the Member interferes with the reasonable enjoyment of the residential complex for all usual purposes by the Co-op or another Member or occupant or interferes with the lawful right, privilege or interest of the Co-op or another Member or occupant. Notice on these grounds shall require the Member, within seven (7) days, to stop the conduct or activity or omission set out in the notice.
- viii. Ten (10) days if the grounds for eviction are that the Member or an occupant of the Member's unit or a person permitted in the residential complex by the Member seriously impairs or has seriously impaired the safety of any person by an act or omission occurring in the residential complex.
- ix. Twenty (20) days if the grounds for eviction are that the number of persons occupying the Member unit on a continuing basis results in the contravention of health, safety or housing standards required by law. If these are grounds for eviction, the notice will require the Member, within seven (7) days, to reduce the number of occupants of the unit in order to comply with the standards required by law. and
- x. Fourteen (14) days if a notice of termination given for a circumstance described at sections 94.2(1)6 (damage), 94.2(1)8 (interference with reasonable enjoyment) or 94.2(1)10 (household size) of the *Residential Tenancies Act* has become void as a result of the Member's compliance with the terms of the notice and, within six (6) months after such notice was given, an activity, conduct or

situation arises constituting the same circumstance under which the previous notice of termination was given.

- e) Notice of the decision made at the meeting at which eviction is considered shall be provided to the Member within ten (10) days of the meeting.
 - f) In all cases, the Board may decide that the eviction will be later than the date given in the notice. The Board may also adjourn a meeting at which an eviction discussion is taking place. If the meeting is continued at another time, the Board
 - g) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the Board's decision to the members. The notice must contain the information in the model notice in Schedule D of this By-Law.
- Amended 28.01.95**
- h) If the Board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within five days of the meeting. The notice must be signed by the Secretary or any Director or the Property Manager. The Board may designate one other employee to sign the notice, but only when the Property Manager is absent and a delay in signing could jeopardize the eviction process. The decision may be in the form attached as Schedule E of this By-law. The eviction notice may be in the form attached as Schedule F of this By-law.

10.4. Right of Appeal

- a) A member can appeal the Board's decision. The decision is not effective until the appeal is decided or dropped.
- b) A member who wants to appeal must give a **written** notice of appeal to the Co-op office within seven days of the date on which the eviction notice was given.
- c) When the Co-op receives a member's notice of appeal the Co-op must:
 - i. call a meeting of the members, giving proper notice, or
 - ii. put the matter on the agenda for another members' meeting.

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

- d) Everyone who receives notice of the members' meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the Act.
- e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- f) The meeting can confirm the Board's decision, or replace it with any other decision which the Board could have made.
- g) The Board's decision is confirmed if:

- i. the meeting does not press a resolution to change the decision, or
 - ii. a quorum is not present at the meeting or at the time of the vote.
- h) If the appeal is unsuccessful, the member will be evicted two days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.

10.5. 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 resolution. This person can:
 - i. give all necessary instructions to the Co-op's lawyers, and act as agent for the Co-op on court actions and at the Landlord and Tenant Board.
 - ii. make a settlement or other agreement after consulting with the Co-op's lawyers.

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

10.6 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 occupation is no longer a Member, the occupant cannot attend meetings of the Co-op as a Member, vote or run for a position on the Board. If the occupant was on the Board when their membership ended, that individual's position is automatically vacated on the day that their Membership ends.

b) When Membership is restored

The *Co-operative Corporations Act* and the *Residential Tenancies Act* set out 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 a position on the Board. If the occupant was a Director when their membership ended, that person will not automatically be a Director when their membership is restored. Such an individual would have to be re-elected to the Board or appointed to fill a vacancy.

c) Co-op actions while occupants were not Members

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

d) When new Notice to Appear not needed

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

- i) Repeat breaches within six(6) months referred to in section 94.2(2) of the *Residential Tenancies Act* (deemed termination of membership and occupancy rights);

- ii) Breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in section 94.11 (2) of the *Residential Tenancies Act* (deemed termination of membership and occupancy rights)

The Board can 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.

10.7 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.

10.8 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

10.9 Performance Agreements

Amended 23.09.95

- a) The Co-op can sign a performance agreement with the member. When a member and the Co-op sign a performance agreement, any outstanding resolution evicting the member will be cancelled unless the performance agreement suspends the resolution instead. If the resolution is suspended, the performance agreement will set out how and when the Co-op may act on the resolution. This will include:
 - i. what the member must do to break the agreement before the Co-op can act on the eviction resolution.
 - ii. what the Co-op must do before it can act on the eviction resolution, including what notice must be given to the member.

Amended 23.09.95

- 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-op for any losses, and

Amended 23.09.95

- iv. set out what the Co-op may do if the member breaks the agreement, including acting on any eviction resolution that has been suspended.

The Board must authorize every performance agreement except under 10.5(b). It can authorize an employee, Director or committee, formal or informal, to decide on the details of the agreement and sign it.

Amended 23.09.95

- c) The Board can use the model Performance Agreement in Schedules G and H of this by-law.

Amended 23.09.95

- d) If the member breaks the performance agreement, the Co-op can act on any suspended eviction resolution if it follows the requirements of the performance agreement. If there is not suspended resolution, 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-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the Board, the members or a judge.
- e) When signing a performance agreement, the Board can decide that a resolution of eviction will not be effective if the member:
 - i. pays the amounts owed, or
 - ii. carries out any acts that the Board states in the resolutionwithin the time period stated in the resolution.

10.10 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.

11. ARTICLE 11 – WITHDRAWAL FROM MEMBERSHIP

11.1. No Withdrawal Without Terminating Occupancy

Amended 28.01.95

Resident members may not withdraw from membership in the Co-op without terminating their occupancy in the Co-op. If a member serves notice of withdrawal or is deemed to have served notice of withdrawal from membership under Section 64 of The Co-operative Corporations Act,

the member shall be deemed to have given sixty-five days' notice to terminate his or her occupancy in accordance with paragraph 9.1 (Notice Required) at the same time and shall be subject to all provisions of 9.1. If the member fails to vacate his or her unit in accordance with paragraph 9.1, the Co-op may apply for a writ of possession and take such other action as the Board sees fit against the member without the necessity of following the provisions of Article 10 (The Co-op Evicts a Member).

11.2. No Termination of Occupancy without Withdrawal

Amended 28.01.95

A member may not terminate his or her occupancy in the Co-op under paragraph 9.1 (Notice Required) without also withdrawing from membership in the Co-op and the delivery of notice of termination under paragraph 9.1 of this By-law shall be deemed to be the delivery of notice of intention to withdraw from membership under Section 64 of The Co-operative Corporations Act.

11.3. Withdrawal When Unit Abandoned

Any member who has abandoned a unit shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day of the abandonment, unless written notice to the contrary is given to the Co-op.

11.4 Withdrawal When Residence Ceases

A member shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day the member ceases to reside in a unit in the Co-op as his or her principal residence, unless written notice to the contrary is given to the Co-op.

11.5 When Occupancy Rights Terminated

Amended 28.01.95

- a) Any member whose occupancy rights have been terminated under Article 10 (The Co-op Evicts a Member) of this By-Law shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which possession is recovered by the Co-op, unless written notice to the contrary is given to the Co-op.

Amended 28.01.95

- b) Members who cease to have a right to occupancy, re-occupy or remain on the internal waiting list for a unit in the Co-op under paragraph 6.4 (Expropriation and Ground Lease) or 6.5 (Damage by Fire), shall be deemed to have given notice of intention to withdraw from membership in the Co-op on the day on which they cease to have such right, or cease to remain on the internal waiting list as the case may be, unless written notice to the contrary is given to the Co-op.

- c) If the notice mentioned in Article 11.5(a) or (b) is received by the Co-op, the Member shall remain a full voting Member of the Co-op. The Board may, if it seems fit, commence proceedings for termination of membership under the *Co-operative Corporations Act* and/or Part V.1 of the *Residential Tenancies Act*, if applicable.

11.6 Death of a Member

a) Membership and occupancy rights end

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

b) If no other Members occupy the unit

If no other Members occupy the unit, the Member's estate will be responsible for housing charges for the month 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 dispose of them without liability to anyone.

c) If other Members occupy the unit

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

d) Approved long-term guests

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

- i. The guest occupied the unit at the time of the Member's death;
- ii. The occupancy by the guest was approved by the Board, and
- iii. 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 Article 6.2 (Change in Household Size) if that section applies. The guest will not receive the Member's housing charge subsidy, but might be able to apply under government requirements or the terms of the Co-op's Housing Charge Subsidy. If a guest does not apply for membership or the application is rejected, the Board can evict the guest without using the procedures in this Article 10 relating to eviction.

12. ARTICLE 12 – MISCELLANEOUS

12.1 Appeal of Board Decision by Member

- a) Where a member appeals a decision of the Board, or brings up at a members' meeting any matter to which personal information relating to the member is relevant, the Board shall be entitled to disclose to the members at the meeting any personal information, facts or observations within the Board's knowledge, information or belief.
- b) If someone other than the member brings up a matter personal to the member, by way of appeal or disagreement with a decision of the Board, such matter may not be debated or considered by the members without the consent of the member concerned, who, by consenting, shall authorize the Board to make the disclosures referred to above.

12.2. Subordination

- a) The rights granted to members in this By-Law shall be subject and subordinate to all mortgages or ground leases now existing on the Co-op's property or those which may be duly entered into in the future by the Co-op. The members shall execute any documents which the Co-op or any lender may deem necessary or desirable to give effect to this paragraph.
- b) The Co-op and each of its officers and future officers shall be irrevocable attorney in fact of each member to execute any such instrument on behalf of the members. Each

member shall be deemed to have waived and shall not have any rights to notice of any default or notice of foreclosure or other legal action on any such ground lease or mortgage. The Co-op shall be the agent of each member to receive and accept such notice on the member's behalf, if such notice is necessary. The Co-op, on receipt of any notice of substantial default or legal proceedings, shall forthwith notify each member.

12.3 Time

Time shall be of the essence of this By-law. Accordingly, in the performance of their duties to each other by the Co-op and members, all time provisions shall be strictly observed, except as otherwise provided by this By-law.

12.4. Partial Invalidity and Waiver

- a) If any clause or provision of this By-law or any by-law of the Co-op affecting the occupancy rights of members is adjudged invalid, this shall not affect the validity of any other clause or provision of this By-law or any agreement with any member pursuant to this By-law, or constitute any cause of action in favour of the Co-op, or any member. No failure by the Co-op to enforce any of its rights, and no condoning or waiver of any particular breach or default, shall operate to prevent the Co-op from insisting on its rights with respect to any other continued breach or default.
- b) No waiver of the Co-op's rights shall be effective unless in writing and duly authorized pursuant to the by-laws of the Co-op.

12.5. References to other By-laws

If, at the time this By-law is enacted or at any time when it is being enforced, any of the by-laws referred to in it is not in existence or has not been adopted, then the provisions of this By-law which refer to such a by-law shall be interpreted reasonably in accordance with their true intent and purpose, but without detail that would have been provided by the other by-law and no provision of this By-law shall be invalid by reason thereof. The Board shall be authorized to decide as to the matters which would have been included in any such by-law.

12.6. Procedural Irregularities

No minor defect in the procedure or notice given with respect to any matter dealt with in this By-law or in any of the by-laws of the Co-op shall invalidate any decision made by the Board or members if there has been substantial compliance with the provisions of the by-law and if no injustice results. Any member may waive, in writing or by conduct, any minor defect in procedure with respect to any matter dealt with in the by-laws.

12.7. Coming Into Force

This By-law shall come into force only after being passed by a resolution of the Board and confirmed by at least two-thirds' majority of the votes cast at a meeting of members and may be amended only in the same manner and by the same majority. All the time it come into force all provisions of By-law No.1 and the provisions of any previous by-law which may conflict with this By-law shall be repealed.

12.8. Serving Documents

When the Co-op serves documents to Members or persons in connection with the termination or expiry of the membership and occupancy rights of a Member, or in relation to the obtaining of a writ of possession, notice shall be given by:

- a) handing it to the person;
- b) handing it to any apparently adult person at the unit;
- c) by leaving it in the mailbox where mail is ordinarily delivered to the person;
- d) if there is no mailbox, by 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 person;
- e) by sending it to the last known address where the person resides or carries on business;

Added 26.06.93 – Amended 23.09.95

- f) a separate copy of the notice will be given to each Member being evicted, and to any Member who has left the unit

12.9. Policies as Schedules

Added 19.01.02

- a) The Co-op may establish policies as schedules of this By-law provided they:
 - i) Are approved/amended in accordance with Para 12.7 (Coming into Force) above.
 - ii) Have the same force and effect as set out in the Organizational By-law Para 5.1 (By-laws).
- b) Policies which have been established at the time of this paragraph comes into force include:

Schedule “J” Pet Policy
Rescind 19.01.08 Schedule “K” Spending Policy
 Schedule “L” Arrears Policy
 Schedule “M” Occupancy Behaviour Policy
 Schedule “N” Parking Policy

The Occupancy By-Law came into effect 12 June 1990.

Later Amendments to the Occupancy By-Law

22 Sept 1990	Sched. “J”	Pet Policy (revised version)
26 June 1991	Sched. “K”	Spending Policy (new)
26 Sept 1991	Sched. “L”	Arrears Policy (new)
11 Jan 1992	Sched. “M”	Occupancy Behaviour Policy (new)
23 Jan 1993	Para> 3(d)	
26 June 1993	Paras. 6.5(f); 9.2; 12.8; Article 10; Schedules B,C,D,E,F,G,H,I (revised)	
22 Jan 1994	Sched. “J”	Pet Policy (revised: 1(b), 1(d), 3(b), 4(a) to (e))
22 Jan 1994	Para. 3.3(e)	
22 Jan 1994	Sched. “N”	Parking Policy (new)
25 Jun 1994	Paras. 1.3, 3.1, 3.3, 3.4, 3.5, 3.7, 6.2, 6.3, 7.1, 7.4, 7.5, 7.9, 9.1, Schedule “A”, Appendices “A & B”	
25 June 1994	Sched. “N”	Parking Policy (Section 6)
28 Jan 1995	Paras. 1.1, 3.8, 5.3, 7.1, 7.5, 7.6, 7.8, 10.3, 11.1, 11.2, 11.5; Schedule “C”	
23 Sept 1995	Paras 10.6, 12.8, Schedules D,E,F,G & H	
27 Jan 1996	Paras 1.2, 8.1(b)(c) & 8.4	
Sep 1996	Sched. “M”	Occupancy Behaviour Policy (Section 7)
Jan 1997	Para 7.2 (a)(b) and addition of (c)	
20 Sep 1997	Para 7.6 (a)(b) , and 7.7	
20 Jan 2001	Para 7.5(f)	
19 Jan 2002	Para 4.2 (added); 12.9 (added); Schedule “A” appendix “A” (added)	
17 Jan 2004	Sched “J”	Revised Pet Policy

20 Jan 2007	Para 7.5 (b) Amended
19 Jan 2008	Sched "K" Rescind
19 Aug 2014	Occupancy By-Law No.3 re-written
27 Sept 2014	Para 7.5 (f) (i)(ii) Rescind
27 Sept 2014	Para 7.5 (b) Amended
27 Sept 2014	Para 7.5 (d)(e)(f)(g) Amended
17 Sept2016	Para 7.5 (b) Insertion
17 Sept2016	Schedule "B" Amended

Schedule "A"
Occupancy Agreement
City Park Co-operative Apartments Inc.

Members In Unit:

- 1.
- 2.
- 3.

Address of Member Unit:

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 retain rights and obligations of members. You agree to obey all Co-op By-Laws and decisions made by the Board of Directors 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 general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the Co-op's By-Laws and this Agreement, the Co-op's By-Laws, including the schedules and appendices have priority.
5. All members receiving Rent Geared to Income are bound by the details contained in Appendix "A".
6. Members are expected to attend all general meetings of members and to assist in the operation of the Co-op in accordance with the By-Laws

By signing this Agreement, you acknowledge receiving a copy of it. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and have them answered.

Signature(s) of Member(s):

1. _____ Date:
2. _____ Date:
3. _____ Date:

Signature for the Co-op:

_____ Date:

Appendix "A"
Charges to the Member(s)
City Park Co-operative Apartments Inc.

These figures may change from time to time.

List each member in the Member Unit:

1.
2.
3.

Other person(s) in household:

Name	Relationship to Member	DOB (if under 16)
.....
.....

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

Address of Member Unit:

Monthly Charges as of 20.....

Market Housing Charge	\$.....
Deduct Housing Charge Subsidy/Assistance (if any)	\$
Add Non-Shelter Item(*)	\$ +
<small>Added 19.01.02</small> Add assessed Television Service Charge	\$ +
Add Parking Charge (if any)	\$ +
Your Total Monthly Housing Charge is	\$
Required Member's Deposit	\$

Signature(s) of Members:

1. Date:
2. Date:
3. Date:

Long Term Guest

1. Date:
2. Date:
3. Date:

Appendix "B"
Terms of the Member's Housing Charge Subsidy
City Park Co-operative Apartments Inc.

1. General Terms

- a) The Co-op members decide on the housing charge as stated in the Occupancy By-Law. The Co-op will reduce the member's housing charge by the amount of the subsidy that the member is entitled to.
- b) All personal information that the Co-op receives during its investigation will be kept confidential.
- c) The Co-op will investigate the member's financial situation when it decides on the member's subsidy. The member must give the Co-op any information it needs for this investigation. This includes the member's household income, size or any other relevant information. The member must make sure that all persons in the member's household also give all necessary information to the Co-op.
- d) The member agrees that the Co-op can receive, through its employees or agents, credit information from any agency or other source. The member must have all persons in the member's household sign an authorization for a credit check.

2. Proof of Income

Once a year, the member will have to update the record of all persons in the member's household and their incomes. The member will have to give proof of the total household income. The member must include the income of any long-term guests plus the income of any casual guests as required by the Board.

3. Changes to Income

The member must report any change in income to the Co-op office within 15 days. This includes both amount and source of income.

4. Early Termination

- a) The Board can end the member's right to a subsidy if the member or anyone in the member's household does not give any information that the Co-op asks for. The member's subsidy ends if the member or anyone in the member's household breaks any term of this appendix. The Agreement may be terminated for any of the following reasons:

.....

1. _____ Date:

2. _____ Date:

3. _____ Date:

By witness whereof this Agreement has been signed this _____, by the proper agent of the Co-op under the Corporate Seal and by the member(s).

CITY PARK CO-OPERATIVE APARTMENTS INC.

Authorized Signature: _____ c/s

OCCUPANCY BY-LAW – APPENDIX "E"



Schedule B

Long Term Guest Agreement

Please print or type. Add additional pages if necessary.

List each member in the member unit:

- 1.
- 2.
- 3.

Long-term Guest:

.....

Address of Member Unit

Unit # Street:

City: Toronto, On

- 1. The Co-op agrees that the long-term guest can live in the member's unit as part of the member's household.
- 2. The member is still responsible to the Co-op for all housing charges and all of the member's obligations to the Co-op.
- 3. The host member must be in continual residence for the duration of the long term guest agreement.
- 4. The long-term guest agrees not to break any of the member's Occupancy Agreement or any Co-op By-laws.
- 5. The long-term guest acknowledges that the Co-op only allows members and their households to occupy Co-op units. The long-term guest agrees to leave the member's unit if the member or the Co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
- 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 not the Landlord and Tenant Act does not apply.
8. The long-term guest agrees that the Co-op, through its employees or agents, can receive credit information from any credit agency or other source.
9. The Long-Term Guest has no Member rights in the Co-op.
10. If the Long-Term Guest is convicted of any criminal activity, the Long-Term Guest must leave the Co-op as per No.3 Occupancy By-Law, Article 7, 7.5 (d).

Signature of the long-term guest:

Date:

.....

.....

Signature of Host Member(s)

Date:

.....

.....

Signature for the Co-op:

City Park Co-operative Apartments Inc.

By:

Date:

**City Park Co-operative Apartments Inc.
484 Church Street, Suite 115
Toronto, Ontario**

**Schedule C
Sub-Occupancy Agreement**

List each
Member in the
Member Unit:

- 1.
- 2.
- 3.
- 4.

List Each
Sub-occupant

- 1.
- 2.
- 3.
- 4.

Address of
Member Unit

Unit # & Street:
City:

Date of Occupancy:

.....

1. The Co-op agrees that the sub-occupant can live in the member's unit from _____, 2_____ to _____, 2_____.
The sub-occupant agrees to leave the member's unit at the end of the time period above. The sub-occupant must have written permission from the Co-op and the member to stay longer.

If the time period of the sub-occupancy has not been agreed to, you should substitute this paragraph.

- 1. The Co-op agrees that the sub-occupant can live in the member's unit on a monthly basis starting _____, 2_____. The member or the sub-occupant can end this agreement on sixty days' notice. The notice period must end on the last day of the month. The maximum term is twelve months unless extended by the Board per Paragraph 7.8 of this by-law.
- 2. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any Co-op by-laws.

3. The sub-occupant agrees to pay all housing charges and to carry out all the obligations that the member has to the Co-op. The monthly housing charge is \$_____ and must be paid directly to the Co-op. The monthly housing charge may change during the sub-occupancy.
4. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.
5. The sub-occupant acknowledges that the Co-op allows only members and their households to occupy Co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end.
6. The Co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to thirty days' notice to leave the unit. The Co-op can do this if the member ends Co-op membership or the Co-op is evicting the member.
7. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the Landlord and Tenant Act does not apply.
8. The sub-occupant agrees that the Co-op, through its employees or agents, can receive credit information from any credit agency or other source.

Signature(s) of Member(s):

Member 1: Date:

Member 2: Date:

Member 3: Date:

Member 4: Date:

Signature(s) or Sub-Occupant(s):

Sub-Occupant 1: Date:

Sub-Occupant 2: Date:

Sub-Occupant 3: Date:

Sub-Occupant 4: Date:

Signature for the Co-op:

Co-op

By: Date:

**City Park Co-operative Apartments Inc.
484 Church Street, Suite 115
Toronto, Ontario**

**Schedule D
Notice to Appear**

Please print or type. Add additional pages if necessary.

To Member(s):

List each
Member in the
Member Unit:

1.
2.
3.

Address of
Member Unit

Unit # & Street:

City:

Fill in the date of the meeting; the room or location, the street address and the municipality; the start time and the time the member should arrive. If the member has to arrive at the beginning of the meeting, put a line through the words "but you do not have to arrive before _____ p.m."

The Board of Directors is going to consider evicting you (ending your membership and occupancy rights) at a Board meeting.

This meeting will be on _____ day, _____, 2_____ in the _____ at _____, _____ Ontario.

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

Earliest possible dates, based on meeting date and by-laws.

The proposed date for evicting you (ending your membership and occupancy rights) is _____, 2_____. The Board may set a later date if the Board decides to evict you.

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 may appeal the Board decision to a general meeting of the members.

You do not have to vacate your unit. However, if the Board decides to evict you and you do not vacate your unit, the Co-operative may obtain a Writ of Possession (eviction order) from a court. The Co-operative will also seek a court order that you pay its legal costs.

The grounds for evicting your (ending your membership and occupancy rights) are:

Check one or both (if appropriate)

Fill in the amount and date.

Fill in as many as necessary whether or not arrears is checked

Paragraph(s) that the member has broken

Paragraph that provides for eviction

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

Signature for the Co-op (as authorized by the By-laws):

1. You are in arrears in the amount \$ _____ as of _____, 2 _____. This is a ground for your eviction because of paragraph 10.2 of the Occupancy By-law (By-law No. 3.)

2. You have repeatedly paid your monthly housing charges late. This is a ground for your eviction because of paragraph 10.2 of the Occupancy By-law (By-law No. 3.)

Other:

3. Specific: You have broken paragraph _____ of the _____ by-law (By-law No. _____).

General: This is a ground for your eviction because of paragraph _____ of the _____ By-law (By-law No. _____).

Details:

Dated this _____ day of _____, 2 _____
(City Park Co-operative Apartments Inc.)

per: _____ Date: _____

Name: _____ C/S

Position: _____

City Park Co-operative Apartments Inc.
484 Church Street, Suite 115
Toronto, Ontario

Schedule E
Board of Directors
Eviction Decision

Please print or type. Add additional pages if necessary.

To Member(s):

List each Member in the Member Unit:

1. _____
2. _____
3. _____

Address of Member Unit:

Unit # & Street: _____

City: _____

Background:

Put a line through the incorrect phrase.

1. The Co-operative gave the member(s) a Notice to Appear as required by paragraph 10.3 of the Occupancy By-law (By-law No. 3) and section 171.B of the *Co-operative Corporations Act* (as amended by Bill 166).
2. The member(s) (attended / did not attend) the Board meeting. A representative of the member(s) (attended / did not attend) the Board meeting.
3. The decision was made by a majority of the Directors at a proper meeting.

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

Decision:

4. The member is (members are) evicted (membership in the Co-operative and occupancy rights of the member(s) in the above member unit are ended) on _____ day, _____, 2 _____ (eviction date).

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

Reasons:

5. The Board of Directors made its decision because:

Fill in the amount as of the Board meeting date.

Arrears:

(a) The member(s) owe(s) the Co-op \$ _____ as of _____, 2_____. This is a ground for eviction because of paragraph 10.2 of the Occupancy By-Law (By-law No. 3).

(b) The member(s) has/have repeatedly paid monthly housing charges late. This is a ground for eviction because of paragraph 10.2 of the Occupancy By-law (By-law No. 3).

Repeat for each additional reason.

Other:

Paragraph(s) that the member has broken.

(c) Specific: The member(s) has/have broken paragraph _____ of the _____ By-law (By-law No. 3).

Paragraph that provides for eviction.

General: This is a ground for eviction because of paragraph _____ of the _____ By-law (By-law No. _____).

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

Details:

Further Decision:

Complete if there are conditions the member can meet to stop the eviction. Fill in "The membership and occupancy rights of the member will not end if _____ and the condition such as signing **UNCLEAR**

Insert full name of Co-op and date of Board meeting.

Certified to be a true copy of a resolution of the Board of Directors of City Park Co-operative Apartments Inc. passed _____, 2_____ at a proper meeting, which resolution is still in effect and has not been amended.

Signature: _____

Signature for the Co-op (as authorized by the By-laws):

Name: _____

Position: _____

C/S

**City Park Co-operative Apartments Inc.
484 Church Street, Suite 115
Toronto, Ontario**

March 2000

**Schedule F
Notice of Board of Directors Eviction Decision**

Please print or type. Add additional pages if necessary.

To Member(s):

**List each
Member in the
Member Unit:**

- a) _____
- b) _____
- c) _____

**Address of
Member Unit:**

Unit # & Street: _____

City: _____

**Fill in the date of
the Board Meeting
and the date the
member is to
move out.**

A meeting of the Board of Directors was held on _____, 2 _____.
You were given a Notice to Appear to be considered at that meeting. The Board
of Directors decided to evict you (end your membership in the Co-operative and
your occupancy rights in the above Member Unit on _____, 2 _____.
(See the attached Board of Directors Eviction Decision which may contain
conditions which will allow you to avoid eviction).

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

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

Leave your unit by _____, 2 _____. If you do not, the Co-
operative will start a court proceeding against you for your eviction and for an
order that you pay the Co-operative's legal costs.

To find out how you may appeal this decision, see paragraph 10.4 of the
Occupancy By-law (By-law No. 3) and section 171.8 of the *Co-operative
Corporations Act* (as amended by Bill 166).

**Signature for Co-
op
(as authorized by
the By-laws).**

Dated this _____ day of _____, 2 _____
City Park Co-operative Apartments Inc.

Per: _____

Name: _____

Position: _____

C/S

**City Park Co-operative Apartments Inc.
484 Church Street, Suite 115
Toronto, Ontario**

March 2000

**Schedule G
Performance Agreement
Arrears and Late Payment**

Please print or type. Add additional pages if necessary.

To Member(s):

**List each
Member in the
Member Unit:**

- a) _____
- b) _____
- c) _____

**Address of
Member Unit:**

Unit # & Street: _____

City: _____

**Include this
paragraph only if
the Board decided
to evict.**

- a) The Board of Directors decided to evict you (end your membership and occupancy rights) at a meeting on: _____, 2_____.
b) You admit that the following is true:

**Fill in one
of these.**

- (a) You are in arrears in the amount of \$ _____ as of _____, 2 _____. This is a ground to evict you because of paragraph 10.2 of the Occupancy By-law (By-law No. 3).
- (b) You have repeatedly paid your monthly housing charge late. This is a ground to evict you because of paragraph 10.2 of the Occupancy By-law (By-law No. 3).

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

- c) You agree to pay your entire debt on the following schedule:
 - (a) \$ _____ when you sign this agreement.
 - (b) \$ _____ on or before _____, 2 _____.
 - (c) \$ _____ a month from then on.
- d) In addition, you will be responsible for paying any late charges or interest as stated on the Co-op's By-laws.

You agree to pay your monthly housing charges in full on or before the first day of each month from the date this agreement is signed.

G2

50

- e) You agree to make the above payments by certified cheque or money order. You agree to make these payments to the Co-op office by 4 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, you can make the payment on the next business day.
- f) You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.
- g) You must meet all the deadlines in this Agreement. You must not miss any of them unless you have authorization from the Co-op (which will not normally be given).
- h) If you sign this Agreement, the Co-operative agrees to cancel the decision of the Board of Directors to evict you / suspend the decision of the Board of Directors to evict you, as long as you do not break this Agreement.
- i) You agree that if any payment is not received on time (or is returned by your financial institution), the eviction decision will become effective. In that case, the Co-operative will give you at least 10 days written notice of the date that you must leave your unit. You agree to leave by that date.

**Indicate if the
eviction is cancelled
or only suspended**

**Delete this
paragraph if the
eviction decision is
cancelled.**

**Signature(s) of
Member(s):**

Member 1: _____ Date: _____

Member 2: _____ Date: _____

Member 3: _____ Date: _____

**Signature for the
Co-op.**

City Park Co-operative Apartments Inc.

Per: _____ Date: _____

Name: _____

Position: _____

**City Park Co-operative Apartments Inc.
484 Church Street, Suite 115
Toronto, Ontario**

**Schedule H
Performance Agreement**

Please print or type. Add additional pages if necessary.

To Member(s):

*List each
Member in the
Member Unit:*

- 1 _____
- 2 _____
- 3 _____

*Address of
Member Unit:*

Unit # & Street: _____

City: _____

*Include this
paragraph only if
the Board decided
to evict.*

1. The Board of Directors decided to evict you (end your membership and occupancy rights at a meeting on _____,

*Fill in the By-law
name and
paragraphs in the
first two
sentences.
Then complete the
third sentence
with a brief
description of
what the member
did wrong. Repeat
if there are
multiple reasons.*

2. You admit that the following is true:

(a) You have broken paragraph _____ of the _____ By-law, (By-No. _____). This is a ground for evicting you because of

_____ of the Occupancy by-law (By-law No. 3). You

*Use as many para-
graphs as needed to
describe what the
Member(s) must do
or not do to avoid
eviction.*

3. You agree that, for _____ months/years, you will comply with the following:

(a)

4. In return, the Co-operative agrees to cancel the eviction decision of the Board of Directors.

break
as

5. You acknowledge that the Co-operative can start its eviction procedure if you any of the by-laws or policies of the Co-operative, or if you break this Performance Agreement. In that case, the Co-operative can use this Performance Agreement evidence that you have broken the by-laws in the past.

1: _____ Date: _____

2: _____ Date: _____

3: _____ Date: _____

City Park Co-operative Apartments Inc.

per: _____

Date:

Name: _____

Position: _____

City Park Co-operative Apartments Inc.

Schedule I

Rules that apply to ending the membership and occupancy rights of a member of a non-profit housing Co-operative.

(An extract from the *Co-operative Corporations Act*.)

(2) The following rules apply:

- a. Membership and occupancy rights may be terminated only by a majority of the Board of Directors at a meeting of the Board.
2. Membership and occupancy rights may be terminated only if the member ceases to occupy a member unit or on a ground set out in the by-laws. Membership and occupancy rights may not be terminated on a ground in the by-laws that is unreasonable or arbitrary.
3. The member shall be given written notice that the Board of Directors will consider terminating the member's membership and occupancy rights. The notice must be given at least ten days before the meeting of the Board at which the matter will be considered.
4. The notice must be signed by a Director of the Co-operative or by any other person authorized by the by-laws for the purpose and must,
 - i. set out the time and place of the Board's meeting.
 - ii. set out the grounds for the proposed termination.
 - iii. identify the member unit to which the member has occupancy rights
 - iv. specify the date of the proposed termination.
 - v. advise the member that he or she need not vacate the member unit but that the co-operative may obtain possession of the unit by obtaining a writ of possession following the termination of the member's membership and occupancy rights.
 - vi. advise the member that he may appear and make submissions at the Board's meeting, and,
 - vii. advise the member that he or she may appeal the Board's decision to the members.
5. If a meeting is adjourned, no new notice is required if the time and place of the continuation of the meeting is announced at the original meeting.
6. The member has a right to appear, either personally or by the agent or counsel, and to make submissions at the meeting of the Board of Directors.
7. In a decision to terminate the member's membership and occupancy rights, the Board of Directors may specify a date for the termination that is later than the proposed date that was specified in the notice to the member.
8. The member shall be given written notice of the decision of the Board of Directors within five days after the Board's meeting. The notice must be signed either by the secretary of the Co-operative or by a person authorized by the by-laws for the purpose.

9. The member may appeal the Board's decision to the members. The effect of the decision is suspended until the appeal is disposed of or abandoned.
 10. To appeal, a member must give written notice to the Co-operative within seven days, or such longer period as the by-laws provide, after the notice of the Board's decision has been given to the member under paragraph 8.
 11. The appeal shall be considered at a meeting of the members held at least fourteen days after the notice to appeal is received.
 12. If the Co-operative receives written representation with the member's notice of appeal, the Board of Directors shall, subject to subsection (4), ensure that a copy of the representations is given, before the meeting at which the appeal will be considered, to each member entitled to receive notice of the meeting. The distribution of the representations shall be at the Co-operative's expense. This paragraph does not apply if the representations exceed 5,000 words.
 13. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the members.
 14. The appeal shall be decided by a majority vote of the members and the members may confirm, vary or set aside the Board's decision. If no decision is made by the members or if there is no quorum at the meeting or if there is no longer a quorum when the vote is to be taken, the Board's decision shall be deemed to have been confirmed
- (3) Subject to the rules in subsection (2), the Board of Directors may determine procedures for the termination of the membership and occupancy rights of members but the procedures must be procedurally fair.
 - (4) The Board of Directors is not bound under paragraph 12 of subsection (2) with respect to a member's representations if it clearly appears that the right of the member to have his or her representations distributed is being abused to secure needless publicity for matters that;
 - (a) are not related to the appeal; and
 - (b) are not related, in a significant way, to the business or affairs of the Co-operative.
 - (5) If the Board of Directors refuses to distribute copies of a member's representations, the Board shall ensure that written notice of its refusal together with written reasons for it are given to the member within ten days after the representations were received by the Co-operative.
 - (6) Upon application by a member whose representations the Co-operative has refused to distribute, the Ontario Court (General Division) may restrain the holding of the meeting at which the appeal will be considered and may make any further order it thinks fit.
 - (7) The Board of Directors or any other person aggrieved by the member's representations may apply to the Ontario Court (General Division) for an order permitting the Board of Directors
 - (8) If copies of a member's representations are distributed under paragraph 12 of subsection (2), the Co-operative, the Directors, officers and employees of the co-operative and persons acting on behalf of the Co-operative, other than the member who makes the representations, do not incur any liability only by reason of distributing copies of the representations.

SCHEDULES AND APPENDICIES FOR BY-LAW NO. 3

SCHEDULE “J”, **Pet Policy (1a, 1c. 2. 3. 4)**

SCHEDULE “L”, **Arrears Policy**

SCHEDULE “M”, **Occupancy Behaviour Policy**

1. Keys and Locks
3. Common Areas
4. Damage and Loss
6. Noise and Disturbance (b, c)
7. Balconies (a,b,d,f,j,m)
8. Risk of Fire
9. Electrical and Mechanical
12. Alterations
16. Pest Control

BY-LAW NO. 5 – MAINTENANCE AND IMPROVEMENTS*****

Article 3. **Members’ Ongoing Maintenance Responsibilities**

- 3.2 **Members’ General Responsibilities**
- 3.3 **Members’ Responsibilities within their Units**
- 3.6 **Members’ Responsibilities – Exterior Maintenance**

*******NOTE:** Some of this information is a repeat of what is listed under By-Law No. 3, Schedule “M” but in more detail.

CITY PARK CO-OPERATIVE APARTMENTS INC.

OCCUPANCY BY-LAW

SCHEDULE "J"

PET POLICY

1. GENERAL

a) Those member of the Co-operative who, as of July 31, 1990, possess or harbour pets contrary to the provisions of this policy are exempt from it until said pets have died or are otherwise disposed of.

b) Members of the Co-operative are allowed to keep the following pets, per unit, in the Co-op:

i) Aquarium or caged pets – such as birds (no larger than a parrot), fish or hamsters.

Amended 22.01.94

ii) A maximum of two (2) four legged animals, one of which may be a dog. Two dogs will not be permitted except in individual cases as may be approved by the Board depending on the circumstances and with any terms and conditions the Board may require.

Amended 17.01.04

c) Members of the Co-operative will not be allowed to keep the following animals in the buildings of the Co-op at any time:

i) Lizards, frogs, rats or mice;

ii) Exotic pets as defined by the City of Toronto Department of Public Health, as follows;

- ! Marsupials – kangaroos, opossums
- ! Non human primates – gorillas, monkeys
- ! Rielos, except the domestic cat – tigers, lions
- ! Canids, except the domestic dog – wolves, foxes
- ! Vivemds- - mongooses, genets
- ! Mustelids – except the domestic ferret – skunks, weasels
- ! Ursids – bears
- ! Artiodactulus – mountain goat
- ! Hyaenas
- ! Pinnipeds – seal, walruses
- ! Snakes, venomous reptiles – pythons, boa constrictors
- ! Ratite birds – ostriches, rheas
- ! Diurnal and Nocturnal Raptors – eagles, hawks, owls
- ! Edentates – anteaters, sloths
- ! Crocodilians – alligators, crocodiles
- ! Ansenformes – ducks, geese
- ! Galliformes – gouse, turkeys
- ! Arachnids – tarantulas, spiders

Added 17.01.94

iii) Farm animals including: cows, bulls, steers, goats, pigs, sheep, chickens and ducks, are not permitted in accordance with the City of Toronto Department of Public Health.

- d)
 - i) Members must register their cats and/or dogs at the Co-op Office no later than February 1, 1994, i.e. ten days after this paragraph is approved by the membership.
 - ii) Thereafter, members who acquire any cats or dogs must register them within ten days of acquisition.
 - iii) Members who join the Co-op after January 22, 1994 and who own any cats dogs must register them at the time of joining.

2. Registration

- a) Members must register their cats and/or dogs at the Co-op Office within then (ten) days if taking possession of their apartment. The Co-op Office will send a copy of each registration to the Pet Committee.
- b) Thereafter, members who acquire any cat(s) or dog(s) must register them within 10 days of acquisition.
- c) City By-law 349-10 and 349-18 requires that all cats and dogs be registered yearly with the Medical Officer of Health, Animal Control, Horse Place, Exhibition Place 140 Princes' Boulevard Toronto or 35 Spadina Toronto. The City Municipal Code requires all cats and dogs to be registered with the City. An application form for this purpose will be provided by the Co-op office.

3. Control

- a) Consideration must be extended to all residents of City Park at all times.
- b) Owners are required to exercise close control of his/her pet(s) at all times/
- c) When about the common areas, grounds and underground garage area of this Co-op, all dogs must be on a leash and are not to be left alone.
- d) Cats are not allowed to roam freely in common hallways/stairways/grounds or underground garage unattended.
- e) Pets are not to be left unattended in the Co-op's common areas and grounds.
- f) Visitors with pets are required to conform to City Park's Occupancy By-Law #3, Article 5.5, Acts of Others.
- g) Pets are not to be locked out on apartment balconies.
- h) Pet owners are responsible for notifying management if there is a problem with staff entering the apartment.
- i) Pets are not to be left unattended for any length of time that creates a hardship for the pet and/or disturbance for City Park Co-op residents.
- j) Pet owners are responsible for having their dogs and cats vaccinated annually. Pet owners are to report to the death of a pet and/or obtaining a new pet to the Co-op Office.
- k) City of Toronto By-Law 349-11 requires dogs to be taken on leash not exceeding two (2) metres in length when off the owners premises. Owner could be fined to a maximum of \$255.00.

Amended 27.09.14

4. Nuisance

- Amended 27.09.14 a) **STOOP AND SCOOP!** All Pet owners, in accordance with Toronto Municipal Code Chapter 349-18 are required to remove excrements left on property anywhere in the City or they may be liable for a fine as specified in the Toronto Municipal Code.
- Amended 27.09.14 b) Pets are allowed on the centre lawns between 484 Church and 51 Alexander, and 51 and 31 Alexander. Members must be in full control of their pets on the centre lawns. Pets are not allowed in any garden areas of the Co-op. Pets, other than certified service animals, are not to be brought to any Co-op events on the centre lawns.
- c) Kitty litter must be double bagged and placed down the garbage chutes NOT down any drain or toilet.
- d) Members are encouraged to use the basement exits from the Co-op's building in order to avail themselves of the Stoop 'N' Scoop bags and the dog walks (relief areas) located at Wood Street at 31 Alexander Street.
- e) Members must repair any damage to the property of another member or of the Co-op caused by their pets. Should the owner not repair this damage, the Co-op may make the necessary repairs and charge the pet owner.
- f) Members must control their pets to prevent any noise that disturbs other members.

5. Complaints

- a) Members are encouraged to first approach the pet owner and try to resolve the problem. If that is unsuccessful, the complaint should be put in writing and left in the Co-op Office for the Pet Committee.
- b) When a signed, written complaint is received, a member of the Pet Committee will make a reasonable attempt to substantiate the complaint. If the complaint is substantiated the committee member will contact the pet owner and try to resolve the problem.
- c) Should the problem persist, the Chairperson of the Pet Committee will convene a committee meeting to discuss the issue. The committee secretary will advise the Co-op office of the agreed course of action.
- d) If the problem is still unresolved, Co-op office will serve a Notice to the pet owner to appear at a specified meeting of the Board to determine whether the pet should be removed from the Co-op.

6. Failure of a Member to Remove a Pet

Failure by a member to remove a pet when directed by the Board of Directors is grounds for termination of occupancy rights in accordance with Article 10, Occupancy By-Law.

This Pet Policy came into effect 22 September, 1990 and Later Amendments: 22 January 1994 1(b), 1(d), 3(b)m 4(a) to (e).

The new revised version came into effect January 17, 2004.

CITY PARK CO-OPERATIVE APARTMENTS INC.

OCCUPANCY BY-LAW, SCHEDULE "L"

ARREARS POLICY

The Co-operative provides housing for its members at cost. It is the responsibility of each member to pay his or her fair share of the costs, as determined annually at a General Meeting, promptly on the due date.

The goal in administering this Arrears Policy is to resolve cases of arrears as quickly as possible in a Co-operative but efficient manner. Arrears cases which cannot be resolved in a reasonable manner shall be referred to the Board for possible termination of occupancy rights or other action.

1. PAYMENTS

1.1 Housing charges are payable to the Co-operative, in advance, on the first day of each month. Members are encouraged to deposit their cheques in the Co-op office by the 25th of the preceding month or leave up to 12 post-dated cheques at a time with the office. This will assist office staff to process them in a timely manner.

1.2 Payment must be made by cheque or money order on which should clearly be marked the building and apartment number(s). Cheques should not be enclosed in envelopes. The Co-op is not set up to handle cash.

1.3 Arrears are any amounts owed to the Co-op that have not been received when due.

2. DEALING WITH ARREARS

2.1 The Board may appoint an Arrears Committee of two members, one each from the Finance Committee and the Member Selection Committee, and the Treasurer, as Board liaison, to meet as and when required for the purpose of implementing this Arrears Policy and making recommendations to the Board.

2.2 The property manager, the bookkeeper or any staff person dealing on a regular basis with the financial matters may attend those parts of any meeting dealing with arrears problems.

2.3 The Arrears Committee will make a monthly arrears report to the Board with copies to the Finance and Member Selection Committee. The report will show arrears and number of households in arrears for the current month and cumulatively, without naming names. The report will also summarize arrangements made with members to rectify their arrears. As required, the Arrears Committee will make a recommendation to the Board for each member asked to appear before the Board by the Arrears Committee.

3. PROCEDURE FOR HANDLING ARREARS

3.1 An arrears notice will be sent to each household in arrears on the fifth (5th) working day of the month. See Exhibit 'A'. These notices will be sent by the office staff and a copy will be placed in the member's file.

3.2 If a member in arrears has not contacted the office to explain the arrears by the 10th

business day of the same month, the office will serve the member with a notice to appear at a specific meeting of the Arrears Committee. The purpose of the meeting is to provide the member with an opportunity to show cause why the Arrears Committee should not recommend to the Board termination of the member's occupancy.

3.3 If a member in arrears has contacted the office staff to explain the arrears, then the explanation and any proposal to pay the arrears shall be reported to the Arrears Committee.

3.4 The office staff may take action as follows (which action must be stated in writing and acknowledged by the member):

- a) If the office staff is satisfied that the member will be able and willing to pay the arrears, then the office staff may arrange with the member in arrears for:
 - i) deferral of payment for up to but not more than one month;
 - ii) instalment payments to extend over not more than three months

If the member is unable to meet the criteria in 3.4(a)i) or ii), then the member will be referred to the Arrears Committee for alternate arrangements to be made.

- b) If the arrears have been brought about by a loss in household income, the office staff shall encourage the member to apply for rent-geared-to-income assistance.
- c) If the office staff is not satisfied that the member will be able and willing to pay the arrears, the office staff will serve the member with a notice to appear before the Arrears Committee and make appropriate recommendations to that Committee.

3.5 a) Where a member receives a notice to appear before the Arrears Committee and does not do so, the Arrears Committee shall recommend immediate termination of occupancy rights to the Board.

- b) Where a member has made arrangements with the Arrears Committee or the office staff to pay arrears, and where the conditions of payment are not being met, the member shall be served by the office staff with a notice to appear (as per Occupancy By-Law, Article 10) before the Board of Directors. (Copy of said notice delivered to the Chairman of the Arrears Committee.)

4. RETURNED CHEQUES

If a member's cheque to the Co-op is returned by bank, credit union or trust company, the member shall be required to pay a service charge equal to the amount charged to the Co-op. In addition, the member shall be treated as though she/he is in arrears until such time as the cheque is replaced by a certified cheque or money order. When the Co-op is notified of a returned cheque, the member will be contacted immediately in writing requesting replacement of the returned cheque plus the applicable service and the late payment charges by the end of the next banking day. If three cheques from a member are returned in any twelve month period, that member will be required to make all payments to the Co-operative be certified cheque or money order.

The Arrears Policy Came into effect 26 September, 1991.

EXHIBIT 'A'

Date:

Name:

Address:

Dear:

NOTICE OF ARREARS

The policy of City Park Co-operative Apartments Inc. is that all housing charges (rent) are due on the first day of each month and our records indicate that, after five working days from the first of this month, your housing charge payment has not been received.

Please contact the Co-op Office as soon as possible to advise what steps are being taken to correct this late payment situation. You can contact the Office, by telephone at (416) 924-6294, during the Co-op's office hours each day. If you are unable to telephone the Office, please leave a note today in the mail slot in the Office door.

You are urged to contact the Office as soon as possible as there are processes which may be available to you, e.g., eligible assistance if you are experiencing loss of income.

The Arrears Policy of the Co-op requires that the Office Staff issue this notice on late payment of rent and further, if your payment or other arrangement has not been made by the tenth working day of the month, the Policy directs the staff to require your appearance before the Arrears Committee to show cause why your occupancy rights should not be recommended for termination. The Office Staff has no discretion in this matter.

Yours truly,

Property Manager

**CITY PARK CO-OPERATIVE APARTMENTS INC.
OCCUPANCY BY-LAW, SCHEDULE “M”**

OCCUPANCY BEHAVIOUR POLICY

This Policy should be read in conjunction with the Maintenance and Improvements By-Law. Members are deemed to be responsible for the acts, omissions and behaviour of their households, guests or sub-occupants in accordance with Articles 5.5, and 8.2, Occupancy By-Law.

This policy is deemed to apply to residential tenants of the Co-op except where their relationship to the Co-op is governed by the Landlord and Tenant Act. The Co-op’s relationship to commercial tenants shall be governed by whatever lease or tenancy agreement has been entered into between them and the Co-op.

1. KEYS AND LOCKS

- a) No additional or replacement locks, new locks or bolts shall be placed upon any door of the building except an assigned locker room, without the written consent of the Co-op. A copy of the key to an additional or replacement lock must be immediately delivered to the Co-op Office.
- b) Upon termination of occupancy, the Member shall surrender all keys relating to the premises in the Co-op.
- c) The Co-op may make alterations to the locking system and change any locks in the building in which the premises are located.

2. ENJOYMENT OF PREMISES

The Co-op and Members shall not commit or sanction any illegal activity on the premises.

3. COMMON AREAS

- a) Members, their families, visitors and guests shall be entitled to free use of all common areas at all reasonable times for the purpose of gaining access to and egress from the premises. The Co-op shall have a reasonable time to carry out necessary repairs that may temporarily impede ingress or egress.
- b) Members shall not cause obstruction to the side-walks, entrances, passageways, stairways or other common areas.
- c) Members shall not allow their families, visitors and guests to use the entrances, passageways or stairways for purposes other than to gain access to and egress from their premises.
- d) The rules and regulations governing the use of services or amenities provide by the Co-op such as laundry rooms, which are for the exclusive use of members and tenants must be adhered to, otherwise the Co-op may restrict or refuse the use of such services or amenities.
- e) Janitor’s rooms must not be used for the disposal of garbage.
- f) Members and their guests shall not engage in any games involving projectiles (e.g. arrows, lawn-darts) or ball playing (such as baseball, football, rugby, etc.) on any part of the Co-op property.

4. DAMAGE & LOSS

- a) Members must observe strict care not to leave windows and doors leading to the outside open so as to admit rain or snow or so as to interfere with the heating of the building.

- b) Sinks and toilets shall not be used for any purpose other than those for which they are constructed and not kitty litter, sweepings, garbage, rubbish, rags, ashes, or other substances shall be borne by the Member.
- c) Water shall not be left running unless in actual use.
- d) Members shall take good care of their apartments and keep them clean and in a sanitary condition, and repair any damage they cause.
- e) No furniture shall be moved over floors of the rooms, halls, landings or stairs, so as to mark them.
- f) Members' responsibilities for the maintenance of their units, including alterations, damage or loss, are detailed in the Maintenance Improvements By-Law.

5. PARKING

- a) Parking areas and driveways must not be used for repairing vehicles.
- b) Members parking cars in unauthorized areas, without the payment of rent or without formal written agreement with the Property Management Office, shall be subject to being charged with trespassing, and/or their vehicle being towed away at the owner's expense.
- c) Members shall affix to each automobile windshield such decal, label or other distinguishing mark as the Co-op may designate for the purposes of identification.

6. NOISE AND DISTURBANCE

- a) Members, their families, guests and visitors shall not make or permit any undue noises in the building or do anything that will annoy or disturb or interfere in any way with other Members or Tenants or those having business with them.
- b) No undue noise caused by a gathering, an instrument, or other device which may disturb the comfort of other Members shall be permitted in the premises or on balconies or outdoor common areas such as lawns.
- c) Apartment floors shall be covered with rugs, or other means taken, to suppress noise that disturbs occupants of other apartments.

7. BALCONIES

- a) No structures, T.V. or radio aerials or any other extensions or obstructions shall be erected on or over the outside balconies except as permitted in the Maintenance and Improvements By-Law.

Replaced 23.01.99

- b) Members may install inside and adjacent to the balcony railings solid white or green exterior draperies or bamboo blinds or lattices. The lattices may be no more than a total of eight feet in width and must be white or natural/pressure-treated wood or wood-coloured or white plastic vinyl. Such installations are all the members' expense and must first be approved in writing by the Co-op. The installations must meet the fire code, be properly secured and kept in good condition at all times. No installations adjacent to the balcony railing are permitted except as otherwise stated in these by-laws. Exceptional cases may be approved by the Board of Directors.
- c) Trees and plants may only be grown in containers and not planted directly in earth on the balcony floor.

- d) No flower boxes are to be mounted on the outside of balconies; they must be fastened securely on the inside of the balcony railing.
 - e) Balconies shall not be used for the hanging or drying of clothes.
 - f) Barbecuing on balconies is not permitted.
 - g) Neither Members nor their guests shall throw lit cigarettes or cigars or any other objects over the balcony.
 - h) Members shall keep their balconies in a clean, uncluttered condition, free of furniture, goods and other effects which are unsightly to others or pose a potential safety hazard.
 - i) Members shall not sweep dirt, rubbish, or water over the balcony edge, nor shake mops, rugs, or other items over the balcony.
- Amended 14.01.06
- j) No Members shall paint or otherwise decorate the balcony floor, walls, ceiling or partitions except as permitted by the Maintenance and Improvements By-Law. Members must not display on the balcony of the unit any sign, banner, statement, decoration, or other thing except for normal seasonal decorations or during Government elections that comply with the by-laws and policies of the Co-op, unless the members have obtained written approval from the Co-operative in advance.
- Amended 15.01.11
- k) Members shall not feed birds, squirrels or other animals from/on balconies or on any City Park Co-operative Apartments Inc. property with the exception of where and when the bird feeders are allowed. The Board will create a standing resolution for when the bird feeders are allowed as necessary.
- Added 21.09.96
- l) No floor covering may be affixed by glue, nails, screws or other means.
- Added 21.09.96
- m) Floor waterproofing membrane must not be pierced or damaged.
- Amended 21.09.96
- n) Drainage areas must not be blocked or restricted.
- Added 21.09.96
- o) Loose floor coverings must be removed from balcony floors throughout the winter season.

8. RISK OF FIRE

- a) Members shall refrain from doing anything in the premises which would create a risk of fire or is likely to cause an increase in the fire insurance premium covering the building and/or contents; and further, not to bring or store anything whatsoever therein which would have a like or similar result.
 - b) No highly inflammable substances shall be stored upon the premises.
- Added 23.09.95
- c) Smoke/heat detectors and/or door closers must not be disconnected, removed or painted. Members will be charged for any repair or replacement resulting from interference with these fire safety devices.

9. ELECTRICAL & MECHANICAL

- a) If Members desire to install telephone, television or other communication service connections, the Co-op will direct the electricians or other workmen as to where and how the wires are to be introduced and, without such direction, no boring or cutting for wires will be permitted.

- b) No installations, additions or alterations to mechanical and electrical fixtures and outlets will be permitted except as under conditions in the Maintenance and Improvement By-Law.

10. GARBAGE, RECYCLABLE AND SURPLUS ITEMS

- a) Members shall not place or leave, or permit to be placed or left, any debris or refuse in or upon the common areas of the building except in the appropriate areas as noted in the following paragraphs.
- b) Members shall securely wrap or bag all garbage and deposit it down the garbage chutes.
- c) Recyclable items and materials must be placed in the boxes and containers provided for the purpose.
- d) Re-usable household items and discarded furniture must be placed in Janitor's Rooms or in places designated by the Co-op.

11. APPLIANCES – PROPERTY OF THE CO-OP

- a) The refrigerators and ranges in the premises that are the property of the Co-op may not be removed without written consent.
- b) The refrigerators and ranges shall be kept clean by the Members in accordance with the Maintenance and Improvements By-Law.

12. ALTERATIONS

No structural changes to the premises are permitted, except as authorized by the Co-op under the Maintenance and Improvements By-Law.

13. BICYCLES

- a) Bicycles owned by Members and their families shall not be kept or stored in the hallways, entrances and lobbies.
- b) Bicycles may not be attached to Co-op railings.

14. SIGNS

Signs, advertisements or personal notices may be posted only on notice Boards in the laundry rooms of the buildings.

15. DELIVERY AND MOVING SERVICES

- a) The Co-op shall have the right to limit the means of access to the building by delivery services.
- b) The movement of household goods and furniture on move-in or move-out shall be via the Wood Street entrances only

16. PEST CONTROL

- a) Members shall inform the Property Management Office immediately upon discovering or learning of any infestation by pests.
- b) The Co-op will take measures to prevent and control any infestation by pests in accordance with the Maintenance and Improvements By-Law. Members must Co-operate with the Co-op in the performance and requirements of all such measures.

17. INSPECTIONS & DEFICIENCIES

- a) Members shall permit access to the premises by representatives of the Co-op for the purposes of deficiency inspection and repair in accordance with the Maintenance and Improvements By-Law.

- b) Deficiencies within the premises noted by the Members shall be reported immediately to the Property Management Office.

18. EXPIRATION OF TERM OF OCCUPANCY

Apartments must be left clean and in good condition at expiration of term as detailed in the Maintenance and Improvements By-Law.

The Occupancy Behaviour Policy Came into effect 11 January, 1992

Later Amendments to the Occupancy Behaviour Policy

23 Sep 1995 8(c)

21 Sep 1996 7(j), 7(l) – (o)

23 Jan 1999 7(b)

14 Jan 2006 (j)

15 Jan 2011 7(k)

CITY PARK CO-OPERATIVE APARTMENTS INC.

OCCUPANCY BY-LAW, SCHEDULE "N"

PARKING POLICY

This policy sets out the conditions under which motor vehicles (including motor cycles) and bicycles may be parked on Co-op premises.

1. GENERAL

1.01 For the purpose of this Policy, the following definitions apply:

- a) "employee" means a person employed by the Co-op or an employee of a property management company engaged by the Co-op.
- b) "household" as defined in Article 7, Occupancy By-Law.
- c) "Parking Card" and "Visitor Parking Card" are magnetic striped cards used to gain access to parking areas and which the Co-op office will make inoperable when the parking agreement expires.
- d) "resident" means a member or tenant (other than a commercial tenant) of the Co-op
- e) "spaceholder" means a person or persons allocated a parking space
- f) "licensed vehicle" is restricted to a passenger vehicle, light truck, motor cycle and mini-motorcycle ("moped") with an internal combustion engine.

1.02 Each household is entitled to one parking space, subject to availability, for a licensed vehicle belonging to that household. Parking spaces will be assigned on a first come, first served basis with the exception as noted in Section 1.03.

1.03 Subject to availability, priority will be given and spaces will be allocated to suit the special physical needs of members and members with medically-documented special needs.

1.04 a) Additional spaces may be allocated to residents if available.

b) Residents who are allocated additional space(s) at the time this policy is approved may continue to occupy them.

1.05 Non-residents may be allocated parking spaces after the needs of residents and employees have been met.

1.06 A spaceholder must give 30 days notice ending on the last day of a month to terminate use of a parking space.

2. Registration

2.01 A potential spaceholder must apply to the Co-op office for a parking space and provide the information requested in connection with the application.

2.02 A spaceholder must inform the Co-op office immediately of any change in the vehicle information registered with the Co-op.

- 2.03 When a parking space is allocated, each space holder will be provided with a parking sticker. This sticker must be displayed on the driver's side lower corner of the windshield inside the vehicle at all times.

Amended 23.09.95

- 2.04 A spaceholder will receive one Parking Card only for which a fee, established by the Board of Directors, will be charged. If the Parking Card is lost, the spaceholder will be charged the fee for a replacement card.

3, **CHARGES FOR ALLOCATED PARKING SPACES**

- 3.01 Resident parking charges will be established when the Co-op's budget is approved by the membership after recommendation by the Board of Directors.

- 3.02 Non-resident parking charges will be established from time to time by the Board of Directors.

- 3.03 Parking charges are payable on or before the first day of each month.

- 3.04 If a spaceholder's parking charges have not been paid by the fifth working day of the month and he/she has not made arrangements with the Co-op office re the payment, his/her Parking Card will be automatically made inoperable.

4. **PARKING RESTRICTIONS AND CONTROL**

- 4.01 The Property Manager or designate will be responsible for enforcing this policy and for monitoring the parking spaces.

- 4.02 Spaceholders may park only in their allocated spaces. Visitors may park only in designated Visitor Parking Spaces.

- 4.03 Any vehicle parked in a "no parking" area is liable to be tagged and towed at the owner's expense.

- 4.04 If a vehicle is found in a parking spot to which it has not been allocated and the vehicle isn't identifiable as a registered vehicle, the Property Manager or designate may have the vehicle towed immediately. The cost of the towing and related charges will be the responsibility of the vehicle owner.

- 4.05 If a spaceholder's vehicle is found to be in a parking spot to which it has not been allocated, the Property Manager or designate may take such action deemed appropriate to correct the situation.

- 4.06 If a spaceholder frequently parks his/her vehicle in the wrong, the Property Manager may have the vehicle tagged and towed, and the Board may prohibit the space holder from parking on Co-op property.

- 4.07 Spaceholders must respect all traffic control signs in the parking areas

- 4.08 Parking spaces are not to be sublet.

- 4.09 Motor cycles and mini motorcycles (“mopeds”) will be internal combustion engines may not be brought into the Co-op buildings except into designated motor cycle parking areas (see Section 6)

5. **USE AND MAINTENANCE OF PARKING SPACES**

- 5.01 No car washing, mechanical work or automotive repairs other than light repairs other than light repairs (such as changing a flat tire, replacing light bulbs, battery boost) may be carried out in the parking areas.
- 5.02 Spaceholders are expected to observe courtesy towards their neighbours by parking in such a way so as not to interfere with the entry or exit of other vehicles or residents or legitimate use of the parking areas by other space holders.
- 5.03 The Co-op will be responsible for the maintenance, repair and cleaning of the parking areas. All spaceholders,, however, are expected to Co-operate to keep the parking areas tidy.
- 5.04 Parking spaces may be used only for the parking of vehicles.
- 5.05 Vehicle owners should keep to a minimum the running of motors to reduce noise and carbon monoxide emissions.

Added 20.09.97

- 5.06 The Co-op’s responsibilities referred to in 5.03 are in respect of normal wear and tear of the parking areas in general. Where leaked oil and/or other automotive fluids cause undue wear and tear in a parking space, the cost to the Co-op of a special clean up and/or a floor mat or other device to guard against a recurrence of the problem will be charged to the spaceholder. For the purpose of this section, “normal wear and tear” and “undue wear and tear” are as defined in Para 1.1(c) of the Maintenance and Improvements By-Law

6. **MOTORCYCLE, MINI MOTORCYCLE (MOPED) PARKING**

- 6.01 There will be a designated area for motorcycle parking for the use of which the Board of Directors will establish a monthly parking charge.
- 6.02 A resident may request to rent a regular parking spot to park a motorcycle. He/she may share the spot with one or more resident motorcycles, to a maximum of four (4) motor-cycles providing the vehicles fit within the parking spot and do not interfere with neighbouring space holders in accessing or using their spaces. The space holder is responsible for paying the full rental charge to the Co-op.
- 6.03 No profit is permitted in a sharing arrangement under 6.02.
- 6.04 In all other respects, motorcycle space holders are bound by the parking policy in the same way as other parking space holders.

7. **BICYCLE PARKING**

- 7.01 Bicycle racks and stands will be located inside the underground garages and outside the main entrances to the three buildings. Members may store their bicycles in their lockers or in their apartments or in the designated underground garage area.
- 7.02 When available, the freight elevator must be used for transporting bicycles.
- 7.03 The Property Manager may remove any bicycle locked to fences, railings, posts or other structures on Co-op property, as well as bicycles deemed to be abandoned at bicycle stands.

8. **CO-OP'S LIABILITY**

8.01 The Co-op shall not be liable for any loss or damage to a parked vehicle, motor cycle or bicycle except as provided in Article 8, Occupancy By-Law.

9. **COMPLAINTS REGARDING PARKING**

9.01 A resident who feels inconvenienced or aggrieved by non-compliance with this policy or its administration, should address the complaint, in writing, to the Co-op office.

9.02 If the complaint cannot be resolved by the Co-op office, the office must refer the complaint to the Board of Directors within ten days.

10. **VISITOR PARKING**

10.01 The Board may permit Visitor Parking on such terms and conditions as it considers appropriate.

10.02 The Board may establish fees and charges for the purpose of Visitor Parking.

Note: New Members see attached "Visitor Parking Policy" (Standing Resolution of the Board).

The Parking Policy came into effect on 22 January 1994 (except for Section 6 which was passed on 25 June, 1994).

Later Amendments of the Parking Policy
23 Sep 1995 2.04

Later Amendments of the Parking Policy (continued)
20 Sep 1997 5.06