

# Mondragon Co-operative Homes Inc.

## **By-law No. 4**

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### Occupancy Bylaw

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Passed by the Board of  
Directors:  
**February 21, 1994**

Confirmed by the  
members:  
**March 20, 1994**

**MONDRAGON CO-OPERATIVE HOMES INC.**

**BY-LAW 4**


**OCCUPANCY BY-LAW**

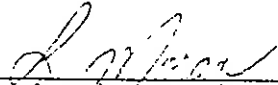
**A BY-LAW RESPECTING THE RIGHTS AND OBLIGATIONS  
OF MEMBERS OCCUPYING UNITS OWNED BY THE CO-OPERATIVE**

**RECORD OF ENACTMENT BY THE CO-OPERATIVE**

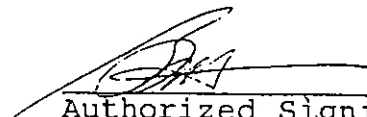
This By-law replaces the previous Bylaw 4 passed on July 28th, 1982.

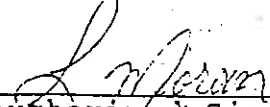
This By-law was passed by the Board of Directors of Mondragon Co-operative Homes Inc. on the 21st day of February 1994.

  
\_\_\_\_\_  
Authorized Signing Officer

  
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Authorized Signing Officer

This By-law was confirmed by at least two-thirds of the votes cast by the General Members of Mondragon Co-operative Homes Inc. at a meeting called for that purpose on the 20th day of March 1994.

  
\_\_\_\_\_  
Authorized Signing Officer

  
\_\_\_\_\_  
Authorized Signing Officer

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# 1. ABOUT THIS BY-LAW

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

### 1.1 Occupancy Agreement

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

### 1.2 Priority of This By-law

- (a) This By-law takes the place of all previous by-laws or resolutions that deal with the occupancy rights and obligations of the co-op and its members. 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) This By-law may be amended only at a meeting called for the purpose and must be confirmed by two-thirds of the members present and voting.
- (c) If there is a conflict between documents, the following will govern in the order in which they appear:
  - first, the Act
  - second, the Articles of Incorporation
  - third, By-law I, The General By-laws
  - fourth, This By-law, and
  - fifth, the other by-laws of the co-op, unless the by-laws state differently.

## 2. MEMBERS' RIGHTS

### Article 2: ~~Members'~~ Rights

#### 2.1 Fair and Equal Treatment

Members of the co-op have a right to be treated fairly and equally with all other members.

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

Members of the co-op have the right to:

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

#### 2.3 Participation in the Democratic Process

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

Members have the right to take part in activities of the co-op. They have a right to attend meetings of the members and vote on all matters that are brought to the membership for decisions, including but not limited to:

- approving the annual operating budget
- approving the audited financial statement
- electing the Board of Directors

### 3. MEMBERS' CONTRIBUTIONS

#### Article 3: Members' Contributions

##### 3.1 Housing Charges

- (a) Each member of the co-op must pay housing charges. Housing charges are made up of:
- the membership fee of \$15.00 (once only)
  - monthly housing charges, less any geared-to-income assistance
  - the member deposit, and
  - other charges that members must pay under any of the co-op's by-laws.
- (b) Co-op members must decide what the monthly housing charges and parking charges will be at a general members' meeting. The co-op may, at a general members meeting, establish other charges, such as, but not limited to, late payment charge, NSF charge, room rental and deposit charge.
- (c) Members must pay their monthly housing charges before the close of business on the last business day of each month.
- (d) The housing charge does not include any costs owed by the member to any third party, which may include the following:
- electricity for a unit
  - heating charges
  - telephone for a unit
  - charges for cable television for a unit
  - insurance on the member's personal property, and
  - the member's personal liability insurance.

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



### 3. MEMBERS' CONTRIBUTIONS

#### 3.2 Member Deposit

(a) Paying the Deposit

Members must pay a member deposit to the co-op. Members must pay this deposit at the time of signing the occupancy agreement, unless the co-op allows them to pay it at another time.

(b) The Amount of the Member Deposit

The amount of the member deposit is determined by resolution of the membership.

(c) Adjusting the Member Deposit

The member deposit will be adjusted at the beginning of each fiscal year for all members.

(d) Returning the Member Deposit

The co-op will return the member deposit within a reasonable amount of time after the member has left the unit permanently. Before returning the member deposit, the co-op can deduct any amount which the member owes because:

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

(e) Interest on the Member Deposit

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

### 3. MEMBERS' CONTRIBUTIONS

#### 3.3 Other Charges

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

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

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

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

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

#### 3.4 All Charges Are Housing Charges

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

#### 3.5 Responsibility for Charges

##### (a) Per-Unit Basis

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

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

##### (b) Sharing Expenses

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

### 3. MEMBERS' CONTRIBUTIONS

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

#### 3.6 Housing Charge Assistance

Rights to a geared-to-income assistance are stated in By-law Number III. The co-ordinator is authorized to determine who is entitled to geared-to-income assistance and the amount of the assistance. Members have the right to appeal to the Board. The Board will determine the procedures to follow. These procedures must be procedurally fair.

#### 3.7 Participation

Members are expected to take part in the activities of the co-op, attend general members' meetings and become and remain informed of the operation of the Co-op. In addition, members are expected to abide by the terms of the Participation Policy as stated in Schedule A, Appendix H, attached.

## 4. SETTING HOUSING CHARGES

### Article 4: Setting Housing Charges

#### 4.1 The Members Set the Housing Charges

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

#### 4.2 Operating and Capital Budgets

##### (a) Preparing the Operating Budget

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

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

##### (b) Capital Expenses

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

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

## 4. SETTING HOUSING CHARGES

### 4.3 Notice of Proposed Budget

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

### 4.4 Date of Change in Housing Charges

- (a) Any change in housing charges will normally begin on the first day of the third month after the members decide on the change.

For example: If the meeting was on September 15, the new housing charges begin on December 1.

Notice of change in housing charges must be delivered to each unit within a reasonable time after the meeting and provide a minimum of sixty (60) days notice.

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

## 5. USE AND BEHAVIOUR

### Article 5: Use and Behaviour

#### 5.1 Residences

Units can be used only as private residences for members, their households and other persons allowed by this By-law. This use can include incidental uses if all the other rules in this By-law are obeyed. Members and their guests and visitors must observe the By-laws and Policies of the co-op.

#### 5.2 Nuisance

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

#### 5.3 Illegal Acts

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

#### 5.4 Leases, Mortgages and Agreements

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

- Canada Mortgage and Housing Corporation and
- the co-op's mortgagee.

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

#### 5.5 Insurance

The co-op will maintain liability and loss or damage insurance on the property of the co-op. Members must not break any obligation that the co-op has to its insurance companies. The use of a member's unit must not increase the co-op's insurance costs, or any other cost or liability of the co-op. The co-op is not responsible for maintaining

## 5. USE AND BEHAVIOUR

insurance covering theft or damage to property owned by the member.

### 5.6 Privacy

#### (a) Permission Needed

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

#### (b) Permission Not Needed

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

- maintenance inspections, regular or special
- any other reason which the Board decides.

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

- maintenance repairs or renovations, or

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

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

#### (c) Notice of Entry

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

## 5. USE AND BEHAVIOUR

### 5.7 Violence

The co-op is a community which includes all the residents and employees. Residents and employees must not commit or threaten violence against another person in the co-op. The Board may take any action within its power, including eviction, against any person in the co-op who threatens or commits an act of violence. Violence includes physical, psychological and/or sexual threat or abuse. It also includes child abuse and acts of racism. Co-op staff is authorized to call police and the Children's Aid Society in cases of violence.

### 5.8 Domestic Violence

- (a) Members who are victims of domestic violence can:
- ask the Board to evict any person who commits domestic violence
  - request the geared-to-income housing charge assistance stated in By-law Number III, and
  - get information from the co-op on support groups in the community.
- (b) The Board does not have to get proof that domestic violence occurred if:
- a restraining order or peace bond is in effect
  - terms of bail allow no contact, or
  - the offending member has been found guilty of assault.
- (c) Under Article 9, the Board can evict anyone who has committed domestic violence. A complaint from the victim is not necessary. The Board does not have to wait until any court charges are heard.
- (d) When a member wants to let a previously violent spouse, partner or co-occupant return, the member can ask the Board in writing to reinstate that person's membership. Article 7 applies if the member wants that person to stay as a casual guest. The Board has the right to refuse such a request.
- (e) If someone has been evicted because of domestic violence, and returns without the consent of the victim, the co-op may treat that person as a



## 5. USE AND BEHAVIOUR

trespasser. It may remove that person from the property.

### 5.9 Maintenance and Repair

#### (a) The Responsibility of the Co-op

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

#### (b) Appliances

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

#### (c) Cleanliness

Members must keep their units reasonably neat and clean. The units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members must not allow any refuse, garbage or objectionable material to accumulate about the unit or garages.

#### (d) Maintenance

Members must co-operate in the maintenance of their unit and the common area surrounding the unit.

#### (e) Alterations and Improvements

Members may paint and decorate or make alterations and improvements to their unit provided they obey the terms of the Decorating and Homes Improvement guidelines as outlined in Schedule A, Appendix E of this By-law.

The member will not make structural alterations or improvements inside or outside the unit unless and until the Member has obtained the written permission of the Board.

The member will be obligated to reimburse the co-op for any increase to the co-op in realty taxes or insurance

## 5. USE AND BEHAVIOUR

rates as a result of any alterations or improvements. This amount will be due and payable within thirty (30) days of written notification by the co-op to the member.

### (f) Changing Locks

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

### (g) Reporting Problems

Members must promptly report to the co-op any condition in their unit (including the equipment in their unit) which may cause damage to their unit.

### (h) Responsibility for Repair

The member is responsible for the repair of damage to the property of the co-op caused by the member's willful or negligent conduct. The member is responsible for any damage caused by their guests or visitors. In addition, the member must repair any items reasonably requested by the co-op.

### (i) Neglect of Responsibilities

If members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the co-op may after ten (10) days notice to the member, carry them out. Those members must pay the co-op for its out-of-pocket expenses and for the reasonable value of any employee time involved.

### (j) Moving Out of the Unit

When members move out of their unit, they must leave it clean and in good order, as stated in Schedule A, Appendix G, attached.

## 5. USE AND BEHAVIOUR

### 5.10 Acts of Others

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

## 6. OCCUPANCY RIGHTS AND STANDARDS

### Article 6: Occupancy Rights and Standards

#### 6.1 Purpose of This Article

This Article deals with members already living in the co-op. It does not cover when new members, or members who want to relocate to other units, will get a unit. The Member Selection Policy deals with those matters.

#### 6.2 Change in Household Size

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

Members must agree to a credit check of any new person in their household. The new person must sign a consent if the co-op asks for it. Members must also give the co-op any other reasonable information which the co-op asks for. Members must give the notice, consent and other information promptly.

#### 6.3 Able to Live Independently

- (a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on the co-op, its members or employees. This is an essential requirement of living in the co-op.
- (b) The Board has the right to rely on the opinion and experience of the employees and members of the co-op to decide if it needs to investigate whether any member requires care in order to live independently.

#### 6.4 Sale of a Part of the Co-op

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

## 6. OCCUPANCY RIGHTS AND STANDARDS

### 6.5 Government Takeover of Co-op Ownership

- (a) When a government body takes over ownership of the co-op by expropriation, members' occupancy rights against the co-op end on the date the takeover is final.
- (b) Members cannot profit from any government takeover. Members are not entitled to any compensation from a government body for disturbance or moving expenses. If members receive any other compensation, this must be paid to the co-op. The co-op has the right to take any necessary action to obtain that compensation. This includes the right to sue or make any other claim in the name of the member.

### 6.6 Damage by Fire, Lightning, Tempest, etc.

- (a) If there is major damage affecting a large number of units, the Board will examine the situation and propose a solution. The membership will make the final decision in a members' meeting.
- (b) If only one or a small number of units are damaged, the Board will consult with the members living in the units to deal with the situation. If the members do not agree with the proposed solution, the membership will make the final decisions in a members' meeting. These decisions will have priority over the normal unit allocation process.

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

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

6. OCCUPANCY RIGHTS AND STANDARDS

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

## 7. OCCUPANCY BY MEMBERS

### Article 7: Occupancy by Members

#### 7.1 Policy

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

- a-member
- any other members living in the unit
- persons under sixteen living in the unit, and
- persons who have turned sixteen and continue to live in the unit.

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

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

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

#### 7.2 Additions to Household

Members may wish to add to their household someone over eighteen (18) years of age who is not a member. That person may apply for membership in the co-op or for Board approval as a visitor. That person can occupy the unit as a visitor while waiting for the Board to decide. If the Board refuses to approve the application for membership, that person can occupy the unit only as a visitor if permitted under 7.4 of this By-law.

#### 7.3 Persons Sixteen Years of Age

If a person who is part of a member's household turns sixteen (16), that person may apply for membership in the

## 7. OCCUPANCY BY MEMBERS

co-op. When that person becomes eighteen they will be expected to apply for membership.

### 7.4 Visitors

- (a) Members can have only a reasonable number of visitors at any-one time.
- (b) Members may have a visitor in the unit for a period not to exceed thirty (30) days. Members must have the Board's permission to allow a visitor to spend more than thirty (30) days in a unit.

### 7.5 Principal Residence

All members must use their co-op units as their principal residence and personally occupy them.

### 7.6 Absence from the Unit

Members may not abandon or permit the unit to be vacant for a total of more than thirty (30) consecutive days without the permission of the Board.

During the regular heating season members may not be absent from the unit for a total of forty-eight (48) hours without prior consent of the Board or its designated representative. Consent will not be unreasonably withheld.

### 7.7 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

### 7.8 No Profit

- (a) Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit.
- (b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the co-op.
- (c) The co-op can ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can



## 7. OCCUPANCY BY MEMBERS

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 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).

### 7.9 Co-op Employees

- (a) A permanent employee of the co-op cannot be a member of the co-op. The co-op may from time to time employ members on a casual basis for specific tasks.
- (b) If the Board decides that the employee's duties make it necessary to live in the co-op, the employee will be a tenant of the co-op. Part IV of the Landlord and Tenant Act applies to this tenancy. The employee will be required to enter into a written agreement with the co-op stating that the employee's tenancy ends at the same time that the employment ends.

### 7.10 Death of a Member

- (a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges until the end of the second month after the death. The estate must remove all of the member's possessions by the end of the second month after the death.
- (b) If a member dies and no other members occupy the unit, non-members living in the unit at the time of the member's death can apply for membership. If they are accepted, they will have priority over the waiting list and the Board can allocate the unit to them immediately. If they do not apply for membership or their application is rejected, the Board can evict them without using the procedures in Article 9.

## 8. MEMBERS WHO END THEIR OCCUPANCY

### Article 8: ~~Members~~ Who End Their Occupancy

#### 8.1 Procedures

- (a) If members want to end their occupancy in the co-op, they must give at least sixty-five (65) days' written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the Board's consent. The Board can refuse to allow members to withdraw the notice. Members may appeal the Board's decision at a general members meeting called for that purpose.
- (b) Members have full rights and obligations during the notice period. If members move out of their unit prior to the end of the notice period, they are still responsible for any outstanding obligations until the end of the notice period.
- (c) If the co-op needs to get possession of an occupied unit of a member who has given notice, the Board can follow the court procedures stated in 171.14 of the Act for a writ of possession or take any other action. It can do this before or after the day on which the member should leave. In this case, the Board does not have to follow the procedures in Article 9 of this By-law.

#### 8.2 Withdrawal from Membership

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

#### 8.3 Vacant Unit

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

#### 8.4 Members No Longer Living in the Co-op

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

## 8. MEMBERS WHO END THEIR OCCUPANCY

### Article 9: The Co-op Evicts a Member

#### 9.1 Terms Used in This By-law

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

#### 9.2 When the Co-op Can Evict a Member

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

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

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

(b) The Board can evict a member under the provision set out in the following articles of this by-law:

- i. 6.2 Change in Household Size
- ii. 6.3 Able to Live Independently
- iii. 6.4 Sale of a Part of the Co-op. or
- iv. 6.6 Damage by Fire, Lightning, Tempest etc.

#### 9.3 How the Co-op Can Evict a Member

(a) The Board must pass a resolution by majority vote to evict a member.

## 9. THE CO-OP EVICTS A MEMBER

- (b) Before passing a resolution to end membership and occupancy rights, the Board must give the member a Notice to Consider Termination of Membership and Occupancy, Schedule C of this by-law. This notice must be given to the member at least ten (10) days before the meeting not including the date of the meeting.
- The notice must be signed by a director.
- (c) The notice must state:
- i. the time and place of the Board meeting. It may also state a time when the Board will discuss the member's membership and occupancy rights during that meeting.
  - ii. the reasons for the proposed eviction
  - iii. identify the member unit to which the member has occupancy rights
  - iv. the proposed eviction date
  - v. the fact that the member need not vacate the unit, but that the co-op may obtain a writ of possession after it ends the member's membership and occupancy rights.
  - vi. that the member may appear and make submissions at the Board's meeting, and
  - vii. that the member may appeal the Board's decision to the members.
- (d) The Board can adjourn the meeting to a later date to continue the discussion about eviction. If the meeting is continued at another time, the Board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- (e) The Notice to Consider Termination of Membership and Occupancy must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the Board meeting:
- i. **ten (10)** days if the member owes charges to the co-op
  - ii. **one (1)** day in the case of domestic violence.
  - iii. **thirty (30)** days for all other reasons.

## 9. THE CO-OP EVICTS A MEMBER

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

- (f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the Board's decision to the members.
- (g) If the Board decides to evict a member, it must deliver to the member a Board of Directors Eviction Decision, Schedule D of this By-law and a Notice of Board of Directors Eviction Decision, Schedule E of this By-law. The notice must be delivered within five days of the meeting. The notice must be signed by the secretary.

### 9.4 Serving Documents

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

- a separate notice will be given to each member being evicted, and to any member who has left the unit and is still a member
- if a member is absent or evading notice, the notice can be given by :
- handing it to any apparently adult person at the unit,
- posting it in a conspicuous place on some part of the unit (for example, taping it to the door), or
- sending it by registered mail to the person at the unit.

### 9.5 Right of Appeal

- (a) A member can appeal the Board's decision. The Board's decision is not effective until the appeal is decided or withdrawn.
- (b) A member who wants to appeal must give a notice of appeal to the co-op office within seven (7)\* days after the notice of the Board's decision was given to the member.
- (c) When the co-op receives a member's notice of appeal the co-op must:

## 9. THE CO-OP EVICTS A MEMBER

- 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 by a majority vote the Board's decision, or replace it with any other decision which the Board could have made.
- (g) The Board's decision is confirmed if:
  - i. the meeting does not pass a resolution to change the decision, or
  - ii. a quorum is not present at the meeting or at the time of the vote.
- (h) If the appeal is unsuccessful, the member will be evicted **two (2)** days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.

### 9.6 Legal Action

- (a) The Board can decide to take legal action as a result of decisions under other sections of this By-law.

The Board does not have to wait until the eviction date to start such other 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:

## 9. THE CO-OP EVICTS A MEMBER

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

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

### 9.7 Performance Agreements

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

The Board must authorize every performance agreement except under 9.6 (b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

- (c) The Board can use the Performance Agreement - Arrears and Late Payment, Schedule C and/or Performance Agreement - General, Schedule D of this By-law.
- (d) If the member breaks the performance agreement, then the Board can decide to start the procedure to evict the member over again. 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 resolution within the time period stated in the resolution.

9. THE CO-OP EVICTS A MEMBER

9.8 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.



## 10. MISCELLANEOUS

### Article 10: Miscellaneous

#### 10.1 Personal Information of a Member

- (a) If at a members meeting called by the member to appeal a Board decision, the member discusses personal or confidential information about themselves, the Board can disclose other relevant personal or confidential information about the member.
- (b) If members appeal a Board decision about another member, or bring up a discussion at a members' meeting involving personal information about another member, they must get the other member's written approval first. Once the member has given permission, the Board can allow members to discuss that personal information about the other person concerned and the Board can disclose relevant personal information about the member concerned. If that person does not give approval, the discussion is out of order.

#### 10.2 Member's Responsibility in the Co-op

Any default of an occupant, guest, visitor or employee of the member will be deemed to be a default of the member.

#### 10.3 References to Other By-laws

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

#### 10.4 Errors or Omissions in Procedures or Notices

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

10. MISCELLANEOUS

10.5 Requirement of Notice of Action for Default

The member is required to advise the co-op in advance of taking any action against the co-op for any of the following:

- any default by the co-op
- any breach by the co-op of any part of this By-law, or
- any failure by the co-op to comply with any ordinance, law or governmental regulation

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A Occupancy Agreement

*Schedule A - Occupancy Agreement is a schedule to the Occupancy By-law, By-law 4.*

List each Member in the Member Unit:

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

List all other persons in the Member's household residing in the Member Unit:

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

Address of Member Unit:

|          |
|----------|
| Address: |
| City:    |

Date of Occupancy:

|  |
|--|
|  |
|--|

Membership Terms:

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws, policies and decisions made by the board and co-op members.
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. Proxy voting is not permitted. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws, including the appendices, have priority.

**Schedule A  
Occupancy Agreement  
page 2**

- 5. By signing this Agreement, you acknowledge receiving a copy of the Occupancy By-law and all Schedules and Appendices. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.
  
- 6. If you are receiving geared-to-income housing charge assistance, "Terms of the Member's Housing Charge Subsidy, Appendix B" is part of this agreement.

Signature(s) of Member(s):

|           |       |
|-----------|-------|
| Member 1: | Date: |
| Member 2: | Date: |
| Member 3: | Date: |
| Member 4: | Date: |

Signature for the Co-op:

|                                   |       |
|-----------------------------------|-------|
| Mondragon Co-operative Homes Inc. |       |
| by:                               | Date: |

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A: Occupancy Agreement

### Appendix A: Charges to the Member(s)

These figures are based upon income verification and other documentation provided by the Member, which form part of this Appendix. The figures may change from time to time according to the terms of By-law 5 and the Ministry of Housing Guidelines on Housing Charge Assistance.

List each Member in the Member Unit:

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

Address of Member Unit:

|          |         |
|----------|---------|
| Address: | Unit #: |
| City:    |         |

Monthly Charges as of \_\_\_\_\_, 19\_\_\_\_.

|   |  |
|---|--|
| Housing Charge for the Unit                                   | <input type="text"/>                                   |
| Housing Charge Assistance (if applicable)<br>(See Appendix B) | <input type="text" value="-"/>                         |
| Your Housing Charge for the Unit is:                          | <input type="text"/>                                   |
| Parking Charge  | <input type="text" value="+"/><br><input type="text"/> |
| Your Total Housing Charge is:                                 | <input type="text"/>                                   |

Member Deposit:

Signature(s) of Member(s):

|           |       |
|-----------|-------|
| Member 1: | Date: |
| Member 2: | Date: |
| Member 3: | Date: |
| Member 4: | Date: |

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A: Occupancy Agreement

### Appendix B: Terms of the Member's Housing Charge Subsidy

#### 1. INTENT OF THE ASSISTANCE

The intent of the assistance is to lower the Housing Charge on the Unit to a percentage of the Member's pre-tax household income which is deemed to be "equitable" or "affordable" under the terms of the Operating Agreement.

#### 2. VERIFICATION OR PROOF OF INCOME

The member must provide the Co-op verification of income as required by ~~By-law 7~~. The verification must be complete to the best of the member's knowledge and truly represent the reportable income of the household from all sources. The member must provide further verification within thirty (30) days of any increase in household income.

#### 3. INCOME VERIFICATION TO FORM PART OF AGREEMENT

All documentation submitted by the member as proof of income shall form a part of the Occupancy Agreement.

#### 4. TERMINATION OF HOUSING CHARGE ASSISTANCE

Housing Charge Assistance may be terminated by the Co-op for any or all of the following reasons (see also *Bylaw V*):

- A. an increase in income that disqualifies the member for geared-to-income assistance according to the Ministry of Housing Guidelines;
- B. failure of the member or anyone in the member's household to provide information that the Co-op requires;
- C. failure to report additional household income within thirty (30) days of any increase;
- D. wilful falsification of income verification;
- E. failure to abide by the terms of this Appendix and the Occupancy Agreement;
- F. failure to abide by the Occupancy Bylaw or any other Bylaw of the Co-operative;

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A: Occupancy Agreement

### Appendix C: Pets

Ownership of a household pet is a privilege not a right. This privilege, once given, may be withdrawn for cause by vote of the Board of Directors. Pet owners who fail to bring appropriate attention and diligence to the care of their pets can cause aggravation to other members and interfere with the quiet enjoyment of their homes.

The following rules apply to all members who own household pets:

1. All pets must be registered in the co-op office with the Co-ordinator.
2. Members may keep only ONE domesticated pet (cat or dog) per household.
3. All pets must be neutered or spayed, and a certificate of proof must be submitted to the co-op office.
4. Exotic pets will not be allowed in the co-op.
5. Pet owners must not encourage or permit their pets to create a nuisance or noise inside or outside their residence which will cause a disturbance to any member.
6. Pet owners are expected to clean up after their pets immediately any mess is created. Patios and garages are not to be used as pet toilet facilities.
7. Members are expected to replace sod in grassed areas damaged by pets.
8. All cats and dogs must be leashed when on co-op property.
9. All pets are to be restricted within boundaries of the patio area when outside the unit, except when accompanied for exercise off co-op property.
10. Even when on a leash, pets may not be left unattended outside the unit for more than two (2) hours.
11. Animal Control will be called to deal with any stray animals found wandering loose. Members are encouraged to call Animal Control, the telephone number is 458-5200.
12. There must be no breeding of animals on co-op property.
13. Members must adhere to all municipal by-laws in addition to the above regulations (i.e., dog tags, rabies shots). Proof of shots must be provided to the co-op office.

Schedule A: Occupancy Agreement

Appendix C: Pets

page 2

14. If the Board determines that an infringement of this policy has occurred, a verbal warning will be given by a duly authorized representative of the co-op to the pet owner. If a second complaint is received, the member will receive a written warning. If a third complaint is received, the member may be called to a meeting of the Board to discuss whether he or she should be given notice to vacate the unit, or have the privilege of pet ownership withdrawn, due to a violation of the Housing Agreement.

Address of Member Unit:

|                   |         |
|-------------------|---------|
| Address:          | Unit #: |
| Brampton, Ontario |         |

List all animals in the household:

|          |        |
|----------|--------|
| Cat/Dog: | Breed: |
| Cat/dog: | Breed: |

I/we declare that the pets listed above are the only cat(s) and or dog(s) belonging to our household. I/we agree to abide by the above rules and regulations relating to household pets. I/we understand that failure to abide by the rules and regulations relating to household pets may be used as grounds for eviction.

Signature(s) of Member(s):

|           |       |
|-----------|-------|
| Member 1: | Date: |
| Member 2: | Date: |
| Member 3: | Date: |
| Member 4: | Date: |

Signature for the Co-op:

|                                   |       |
|-----------------------------------|-------|
| Mondragon Co-operative Homes Inc. |       |
| by:                               | Date: |



# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A: Occupancy Agreement

### Appendix D: Vehicle Control

The following rules and regulations on vehicle control apply to members and their guests.

Failure to abide by these rules and regulations may be used as grounds for eviction.

The term "vehicle" includes cars, vans, trucks, trailers, tent trailers, boats on trailers, and all such four-wheeled conveyances and motorcycles, snowmobiles and all-terrain vehicles.

1. The description and licence numbers of all vehicles owned or operated regularly by residents must be registered on **Page 2 of this Appendix** and updated when there is a change.
2. Each unit has its own allotted parking space(s). Long term visitors must use parking spots allocated to the units.
3. Members' vehicles shall not be parked in the VISITORS' PARKING area without the permission of The Board of Directors, or in any other members' space(s) without the members' permission.
4. Mondragon Circle is designated as a "FIRE ROUTE". ALL FIRE ROUTE parking by-laws for the City of Brampton prevail.
5. Vehicles shall not be parked on any grassed areas.
6. Only short term visitors may park in "VISITORS PARKING". Members are responsible for ensuring their visitors adhere to this policy.
7. No vehicle(s), that is not currently and validly registered with the Department of Transport, may be parked on co-op property without proper permission of the Board of Directors.
8. Members' and/or residents' vehicles make, model and license number must be registered with the office. Any changes must be reported to the office within thirty (30) days.
9. Speed limit on Mondragon Circle is as posted.
10. Only minor maintenance of vehicles may be performed on co-op property. Major repairs (i.e. engine, motors, transmissions etc.) are prohibited. No vehicle shall remain stationary for period of longer than six (6) months without written permission from the Board of Directors.
11. Members are expected at all times to keep their vehicles in such a state of repair that they cause no unusual noise or danger.
12. Any member of the Co-op may report, in writing, a violation of this policy to the office. Depending on the severity of the infraction, or after three written complaints, a member may be requested to attend a Board of Directors' meeting.

Schedule A: Occupancy Agreement  
Appendix D: Vehicle Control  
page 2

Address of Member Unit:

|                   |         |
|-------------------|---------|
| Address:          | Unit #: |
| Brampton, Ontario |         |

List all vehicles in the household:

| Make | Model | Colour | Plate |
|------|-------|--------|-------|
|      |       |        |       |

Signature(s) of Member(s):

|           |       |
|-----------|-------|
| Member 1: | Date: |
| Member 2: | Date: |
| Member 3: | Date: |
| Member 4: | Date: |

Signature for the Co-op:

|                                   |       |
|-----------------------------------|-------|
| Mondragon Co-operative Homes Inc. |       |
| by:                               | Date: |

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A: Occupancy Agreement

### Appendix E: Home Maintenance

It is the firm opinion of the members of Mondragon Co-op that they should be able to treat their units as their own homes. It is also required that members maintain their units in such a way as to minimize the maintenance costs if they move.

The following rules and regulations on home maintenance and decorating apply to all members. Failure to abide by these rules and regulations may be used as grounds for eviction.

1. No changes to the electrical wiring of the units may be made without prior approval from the Board of Directors and permit from Ontario Hydro. Hydro will inspect the completed work and issue a certificate, which must be submitted to the Co-op office.
2. Detailed proposals for structural changes or renovations to the unit must be submitted to the Board of Directors for approval prior to the start of work. All work must meet Ontario Building Code Standards. Alterations or renovations must not interfere or compromise the heating or air exchange system in the unit. Alterations to the member's unit must not increase the co-op's insurance costs, or any other cost or liability of the co-op. Structural improvements must remain for the benefit of the next member to use the unit. Members will be required to demonstrate that all of the co-op's requirements for alterations have been met.
3. Only dry-strippable wallpaper may be used. Mac Tac may not be used.
4. Mirror tiles or cork must not be mounted directly on the drywall. Such materials must be mounted on a backing such as masonite and affixed with anchors and screws.
5. Self-adhesive cloth picture hangers destroy the surface of the drywall. Nail and hook or screw and anchor hangers should be used instead.
6. Paint and/or wallpaper must be selected from the pastel range of colours.
7. Every two (2) years each unit will be allotted monies for the purchase of paint and/or wallpaper to help maintain their unit. The monies allotted is not cumulative from year to year. The member shall receive the allotted monies upon receipt being presented to the office staff. The amount of monies allotted shall be determined each year by the Board of Directors.

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A: Occupancy Agreement

### Appendix F: Housing Charge Payment

*Schedule A, Appendix F - Housing Charge Payment is a schedule to the Occupancy By-law, By-law 4.*

The following rules and regulations on payment of housing charges apply to all Members.

Failure to abide by these rules and regulations may be used as grounds for eviction.

1. Housing charges are to be delivered to the Co-op office no later than 5:00 p.m. on the last business day of each month. Cheques are to be dated for the first day of the following month, as stated in the Housing Agreement signed by each member.
2. Members are encouraged to file postdated cheques with the co-ordinator to facilitate prompt processing.
3. If a member is aware of personal hardships which will prevent payment on the first of the month, the member must arrange to meet with, or give written notice to, the Co-ordinator before the first day of the month affected, to explain the circumstances and make alternate arrangements.
4. If a cheque for payment of the Housing Charge is returned by the bank marked N.S.F. (not sufficient funds), it must be replaced within one (1) banking day by a certified cheque, money order or cash.
  - The current bank charge will be levied for the first N.S.F. cheque.
  - There will be a charge of ~~\$10.00~~<sup>50.00</sup> plus the current bank charges for any subsequent N.S.F. cheques.
  - If an N.S.F. cheque is not replaced within one banking day, or if a member has two N.S.F. cheques within a twelve month period, the member may be requested to attend a Board of Directors' meeting, at which the member's occupancy rights may be terminated.
  - The Board may request that the member pay future housing charges by certified cheque or money order.
5. Any member whose housing charge is not received in the co-op office by 5:00 p.m. on the last day of the preceding month will be considered to be in arrears, and will receive a reminder letter immediately.
  - Any member who is in arrears will be required to pay a minimum of 10% of the total arrears owing per month.
  - Should this cause any member extreme hardship, they may discuss possible arrangements with the staff, treasurer and/or the Board of Directors.

**Schedule A: Occupancy Agreement**  
**Appendix F: Housing Charge Payment**  
**page 2**

6. If the member in arrears does not respond immediately to the reminder letter, a second reminder letter will be sent on or before the third business day of the month. If the member does not respond within two (2) business days to the second reminder letter, a third letter will be sent requesting the member's attendance at the next meeting of the Board of Directors.
7. When the housing charge payment of a member is late four (4) times within a twelve (12) month period, the member will be requested to attend a meeting of the Board, at which time termination of the member's occupancy will be considered.

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 Schedule A: Occupancy Agreement

### Appendix F: HOUSING CHARGE PAYMENT AND ARREARS ADMINISTRATION

*Schedule A, Appendix F - Housing Charge Payment is a schedule to the Occupancy By-law, By-law 4.*

The following rules and regulations on payment of housing charges apply to all Members.

Failure to abide by these rules and regulations may be used as grounds for eviction.

1. Housing charges are due on the first of each month. Housing charge payments must be delivered to the co-op office on or before 5:00 P.M. of the last business day of the month prior to the month affected, as stated in the Housing Agreement signed by each member.

Members are encouraged to file postdated cheques with the Co-op Co-ordinator to facilitate prompt processing.

2. If a member is aware of personal hardships which will prevent the deposit of the housing charge, the member must advise the Co-op Co-ordinator before the last business day of the month prior to the month affected in order to explain the relevant circumstances and make alternate payment arrangements as per Item 9 below.

3. The housing charge must be paid by personal cheque or money order and should be handed to the Co-ordinator or deposited in the locked box provided in the office on or before the last business day of the month. Under no circumstances should cash be left in the office mail box.

4. If a cheque for payment of the housing charge is returned by the bank marked NSF (Not Sufficient Funds), it must be replaced by the member within two banking days of being notified by the Co-op. There will be a \$15.00 penalty charge for NSF cheques plus any bank charges.

If a N.S.F. cheque is not replaced within two banking days of the member being notified, the member will be requested to meet with the Treasurer or other designated representative of the Board of Directors. The Treasurer or designated board representative may request the member to attend a board meeting, at which time termination of the member's occupancy rights may be considered.

If a member has had two NSF cheques within a twelve month period, the member will be required to pay future housing charges by certified cheque, money order or cash for a period of one full year. Payment in any other form will not be accepted.

5. A late payment charge of \$10.00 will be applied to the member's account if payment for the housing charge is not deposited on the first business day of the month, or if prior alternate arrangements as per Item 9 have not been made. Members who fail to make payment of applicable late payment fees will be considered in arrears.
6. Any member whose housing charge is not received in the office before 5:00 p.m. on the last business day of the month prior to the month affected and has failed to contact the Co-op office as per Item 2 above, will be considered in arrears and will receive a reminder letter no later than the first business day of the month following.

If the member does not respond immediately to the first reminder letter, a second reminder letter requesting immediate payment will be sent on the third business day of the month.

If the member does not respond immediately to the second reminder letter, the member will be required to meet with the Treasurer or designated board representative. The Treasurer or designated board representative may request that the member attend a board meeting, at which time termination of the member's occupancy rights will be considered.

7. A member whose housing charge is late three times within a twelve month period, will be required to provide the co-op postdated cheques for one full year.
8. A member whose housing charge is late more than three times within a twelve month period, will be considered as having chronic late payments. Chronic late payments will result in the member being invited to attend a meeting of the Board of Directors at which time termination of the member's occupancy rights will be considered.
9. If a member is aware of personal hardship which prevent the member from providing payment of the housing charges on the last business day of the month prior to the month affected, a request for a Repayment Agreement must be arranged in writing with the Co-ordinator and/or Treasurer before the last business day of the month.

Any request of a Repayment Agreement where repayment does not exceed 30 days the following procedure will apply:

The first request of a Repayment Agreement within a twelve month period where full repayment will be made within 30 days, may be approved by the Co-ordinator.

The second request of a Repayment Agreement within a twelve month period where full repayment will be made within 30 days, must be approved by the Treasurer or designated representative of the Board.

For consideration of additional requests for Repayment Agreements within a twelve month period where full repayment will be made within 30 days, the member must meet with the Treasurer or designated representative of the Board of Directors. The Treasurer or designated representative of the Board of Directors may forward the member's request to the Board of Directors for consideration.

Any request of a Repayment Agreement where repayment exceeds 30 days the following procedure will apply:

The first request of a Repayment Agreement within a twelve month period where full repayment will exceed 30 days, must be approved by the Treasurer or designated representative of the Board of Directors.

The second request of a Repayment Agreement within a twelve month period where full repayment will exceed 30 days, must meet with the Treasurer or designated representative of the Board of Directors, a recommendation will then be made to the Board of Directors.

For consideration of additional requests for Repayment Agreements within a twelve month period where full repayment will exceed 30 days, the member must meet with the Board of Directors for consideration.

All repayment schedules will not exceed a 12 month period.

Any member who is in arrears will be required to pay a minimum of 10% of the total amount of arrears owing per month. Should this cause any member extreme hardship, they must discuss possible arrangements with the Treasurer and/or the Board of Directors

10. All Repayment Agreements must be accompanied by a postdated cheque(s). Should a postdated cheque be returned NSF for a repayment schedule, in addition to the NSF applicable charges as stated in Item 4, the Treasurer or other designated representative of the Board of Directors may invite the member to a meeting with the Board of Directors at which time termination of the member's occupancy rights will be considered. The Treasurer may approve relief from the requirement to provide postdated cheque(s) so long as the member has had a history of making payments to the Co-op by the way of money order and intends to make payments for the Repayment Agreement by money order.

Should the member not meet the agreed repayment schedule date, the Treasurer or designated representative of the Board of Directors will invite the member to a meeting with the Board of Directors at which time termination of the member's occupancy rights will be considered.



**MONDRAGON CO-OPERATIVE HOMES INC.**

By-Law 4, Occupancy By-Law, Schedule A: Occupancy Agreement

**Appendix F: Housing Charge Payment and Arrears Administration**

*Schedule A: Appendix F: Housing Charge Payment and Arrears Administration is a schedule to By-Law 4, Occupancy By-Law*

**The following rules and regulations on payment of housing charges and arrears administration apply to all members. Failure to abide by these rules and regulations may be used as grounds for eviction.**

1. Housing charge payments must be submitted on or before 5:00 p.m. of the last business day of the month, prior to the month affected, dated and payable the first of the month affected, as stated in the Housing Agreement signed by each member. All payments must be delivered to the Co-op Office, either to the Co-ordinator or the mail slot provided.

Members are encouraged to file post-dated cheques with the Co-op Co-ordinator to facilitate prompt processing.

2. If a member is aware of personal hardship which will prevent the deposit of the housing charge on the first day of the month, the member must advise the Co-op Co-ordinator **before** the last business day of the month, prior to the month affected, in order to explain the relevant circumstances and make alternate payment arrangements as per **Item 8**.
3. The housing charge must be paid by personal cheque, money order or cash. Personal cheques and money orders should be handed to the Co-ordinator or deposited in the locked box provided at the Co-op office. Cash **must** be handed to the Co-ordinator. **Under no circumstances should cash be left in the locked box provided.**

**NON-SUFFICIENT FUNDS**

4. If a cheque for payment of the housing charge is returned by the Bank marked "NSF" (Non-Sufficient Funds) it must be replaced by the member(s) within two banking days of being notified by the Co-op. There will be a **\$15.00** penalty charge for NSF cheques.

If a NSF cheque is not replaced within two banking days of the member(s) being notified by the Co-op, the member(s) will be requested to meet with the Treasurer or other designated representative of the Board of Directors. The Treasurer or designated Board representative may request the member(s) to attend a Board Meeting, at which time termination of the members occupancy rights may be considered.

If a member has had two NSF cheques within a twelve month period, the member(s) will be required to pay future housing charges by certified cheque, money order or cash for a period of one full year. Payments in any other form will not be accepted.

<sup>450.00</sup>

|                      |
|----------------------|
| <b>LATE PAYMENTS</b> |
|----------------------|

5. A late payment charge of ~~\$10.00~~ will be applied to the members account if payment for the housing charge is not deposited on the first business day of the month, or if prior alternate arrangements as per Item 8 have not been made. Members who fail to make payment of applicable late payment fees will be considered in arrears.
6. A member(s) whose housing charge is late three times within a twelve month period, will be required to provide the Co-op with post-dated cheques for one full year.
7. A member(s) whose housing charge is late more than three times within a twelve month period will be considered as having chronic late payments. Chronic late payments will result in the member(s) being invited to attend a meeting of the Board of Directors at which time termination of the members occupancy rights will be considered.

|                                       |
|---------------------------------------|
| <b>LATE PAYMENT OF HOUSING CHARGE</b> |
|---------------------------------------|

8. If a member(s) is aware of personal hardship which prevent the member(s) from providing housing charge payments on the last business day of the month, prior to the month affected, a request for a Late Payment Agreement must be arranged, in writing (Form 1, Form 2, Form 3 - Late Payment Agreement) with the Co-op Co-ordinator and/or Treasurer/Board Director, prior to the last business day of the month, prior to the month affected.

|   |
|---|
| ANY REQUEST OF A <b>LATE PAYMENT AGREEMENT</b> WHERE REPAYMENT DOES NOT EXCEED 30 DAYS, THE FOLLOWING PROCEDURE WILL APPLY: |
|---|

**The first request** of a late payment agreement, for a one month period, within a twelve month period, where full repayment will be made within 30 days, may be approved by the Co-ordinator.

**The second request** of a late payment agreement, for a one month period, within a twelve month period, where full repayment will be made within 30 days, **may only** be approved by the Treasurer or designated representative of the Board of Directors.

For consideration of additional requests for late payment agreements, for a one month period, within a twelve month period, where full repayment will be made within 30 days, the member(s) must meet with the Treasurer or designated representative of the Board of Directors. The Treasurer or designated representative of the Board will forward the members request to the Board of Directors for consideration.

## ARREARS

9. Any member(s) whose housing charge is not received in the office before 5:00 p.m. on the last business day of the month, prior to the month affected, and has failed to contact the Co-ordinator, as per item 2 above, will be considered in arrears and will receive a reminder letter no later than the first business day of the month following.

If the member(s) does not respond to the first reminder letter, a second reminder letter requesting immediate payment will be sent on the third business day of the month following.

If the member(s) does not respond immediately to the second reminder letter, the member(s) will be required to meet with the Treasurer or designated Board Representative. The Treasurer or designated Board representative may request that the member(s) attend a Board meeting at which time termination of the member(s) occupancy rights will be considered.

ANY REQUEST OF AN ARREARS REPAYMENT WHERE REPAYMENT EXCEEDS 30 DAYS, THE FOLLOWING PROCEDURES WILL APPLY:

The first request of an arrears repayment within a twelve month period, where full repayment will exceed 30 days, may only be approved by the Treasurer or designated representative of the Board of Directors. All members of the unit must enter into the repayment schedule.

The second request of an arrears repayment within a twelve month period, where full repayment exceeds 30 days, must meet with the Treasurer or designated representative of the Board of Directors. The request for consideration will then be made to the Board of Directors on the members behalf. Should a second request be approved, all members of the unit must enter into the repayment schedule.

For consideration of additional requests for an arrears repayment within a twelve month period where full repayment will exceed 30 days, the member(s) must meet with the Board of Directors for consideration and decision.

**ALL REPAYMENT SCHEDULES WILL NOT EXCEED A 12 MONTH PERIOD**

Any member(s) who is in arrears will be required to pay a minimum of 10% per month, of the total arrears owing. Should this cause any member(s) extreme hardship, they may discuss possible arrangements with the Treasurer and/or Board of Directors.

10. All repayment schedules must be accompanied by post-dated cheques. Should a post-dated cheque be returned NSF for a repayment schedule, in addition to the NSF applicable charges as stated in Item 4, the Treasurer or designated representative of the Board of Directors may invite the member(s) to a meeting of the Board of Directors at which time termination of the member(s) occupancy rights will be considered. The Treasurer or designated representative of the Board may approve relief from the requirements to provide post-dated cheques so long as the member(s) has had a history of making payments to the Co-op by way of money order or cash and intends to make payments for the repayment schedule by money order or cash.

Should the member(s) not meet the agreed repayment schedule, the Treasurer or designated representative of the Board of Directors will invite the member(s) to a meeting with the Board of Directors at which time termination of the members occupancy rights will be considered.

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule A: Occupancy Agreement Appendix G: Members' Maintenance Responsibilities at Move-out

Paragraphs 3.2 and 5.9 of this By-Law require that at move-out the unit must be left in satisfactory condition. If it is not, the Co-op will arrange to have the necessary work completed, and the costs involved will be deducted from the member's deposit.

The following is required of members moving out of a unit:

### A. GENERAL

1. Carry out any repairs identified as being necessary during the Move-Out inspection of the unit. If there is any disagreement with the recommendations of the Inspection Committee, they should be addressed to the Board of Directors in writing.
2. Remove any temporary alterations made to the unit (e.g. bookshelves attached to the wall)  
OR  
Enter into a written agreement with the Co-op to accept responsibility for alterations and for returning the unit to its original condition when they move out.
3. Ensure that all fixtures, hardware, shelving and other fittings originally in place are present and in good condition. Repair or replace, as necessary.
4. Replace any member owned fixtures which have been installed with the original fixtures or fixtures of equivalent quality (as agreed with the Co-op).
5. If you have painted an area a dark colour that will require an additional coat of paint to cover, repaint the area in a neutral colour.
6. Advise the cable T.V. and telephone companies and Post Office of the date you will be moving out.
7. You are reminded that you are responsible for the gas and hydro until the end of the notice period.

### B. INTERIOR

1. Walls and ceiling:
  - Walls should be left clean and free of grease marks and scratches.
  - Nails, picture and ceiling hooks should be removed and the holes to be filled.
2. Woodwork:
  - All woodwork, including baseboards, must be left clean and free of marks.
  - Ensure unpainted woodwork is free of paint splatters.

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Appendix G: Members' Maintenance Responsibility at Move-out  
page 2

3. Doors:
- All interior and entry doors must be left clean, free of marks, decals, etc. and in good condition.
  - Any doors which have been removed must be re-hung.
  - Screen/storm door must be intact; screen and window must be clean and in good condition; if screen door owned by the member is removed, the door frame must be repaired to original state and repainted.
4. Windows and screens:
- Clean window sills and frames.
  - Windows and screens must be present and in good condition.
  - Windows and screens should be left closed and locked.
5. Floors:
- Vacuum all bare and carpeted floors.
  - Wash linoleum and VAT floors with non-abrasive cleanser.
  - Hardwood/parquet flooring should be cleaned with a non-abrasive wood cleaner.
  - Carpeted areas must be shampooed.
  - Damage judged by the Co-op to be in excess of normal "wear and tear" may result in flooring or carpeting being replaced and the member charged.
6. Electrical fixtures:
- All light fixtures must be present, clean and in good condition.
  - Switch plates and outlet covers should be free of marks, paint splatters, cracks and chips.
  - Painted or damaged covers must be replaced by the member.
  - Cable outlet should be clean and free of paint splatters.
  - Smoke detectors should be clean, free of paint and functional.
  - Thermostat, heat ducts, etc. should be clean, free of paint and functional.

Schedule A: Occupancy Agreement  
Appendix G: Members' Maintenance Responsibility at Move-out  
page 3

7. Bathroom:

- Clean basin, tub/shower, toilet, toilet tank.
- Decals must be removed.
- Clean medicine cabinet and vanity.
- Towel bars, shower rod, soap dishes, etc., should be clean and in good condition.
- Fixtures, tile and caulking should be clean and in good condition.
- Walls and floor should be washed.
- Ensure that taps are not dripping.

8. Kitchen:

- Clean stove inside and out using approved agents.
- Ensure that oven and burner controls, oven racks, broiler pan, drip pans and burner rings are clean, free of grease and intact.
- Ensure that exhaust fan, filter and hood are clean and free of grease.
- Defrost and clean fridge inside and out and leave at medium cold setting with door(s) closed securely.
- Ensure that fridge is equipped with two ice cube trays, racks, crisper, etc., and that all are clean and intact.
- Wash floors, including floors under appliances should be cleaned.
- Wash walls behind appliances.
- Cupboards, counter, sink and chrome fixtures should be left clean and in good condition.
- Ensure that taps are not dripping.

9. Basement:

- Remove all items from storage.
- If appropriate to the season, leave the furnace on and the thermostat set at the required setting (18 degrees C).
- Leave all windows closed and locked.
- Ensure taps are not dripping and that the floor drains are operational.

**C. EXTERIOR**

1. Lawn and fence:

- In season, cut lawn and leave free of debris.
- Fences must be left in good condition.
- Any damage to lawn by member(s) or member(s) pets must be repaired.

2. Unit exterior:

- Ensure porch/balcony/verandah are free of debris and swept clean.
- Exterior light fixtures, mail box, dryer and stove vents, taps, etc., must be present and in good working order.
- In winter, ensure that outside taps are shut off from inside the unit.

3. Garage:

- Remove all items and sweep clean.
- Garage door should be in working order and free of any dents or chips.

**D. KEYS**

- Leave all keys (laundry room, garage, front entrance) and member handbook at the co-op office. A charge of \$25.00 will be levied against any member(s) who do not return the Member Handbook.



# MONDRAGON CO-OPERATIVE HOMES INC.

## By-Law 4 - Schedule A: Occupancy Agreement Appendix H: Participation Policy

Appendix H - Participation Policy is part of By-Law 4, Occupancy By-Law.

1. Members must participate on a monthly basis. A report on participation will be submitted to the Board of Directors on a quarterly basis. Members may be asked to attend a Board of Directors meeting to explain their lack of participation.
2. There are two (2) mandatory General Members meetings per year, the A.G.M. in March for the purpose of annual elections, and the G.M. in September for approval of the annual budget.
3. Regrets for not attending mandatory A.G.M. and G.M. must be in writing, and must be received in the office three (3) days prior to the day of the meeting (emergencies excepted).
4. Accepted reasons for not attending G.M. and A.G.M.:
  - work
  - hospitalization
  - family emergencies
  - extenuating circumstances
5. Actions to be taken for non-attendance at G.M. and A.G.M.:
  - names will be published
  - the Board may take further action
6. Members may be denied special privileges for lack of participation and/or non-attendance at mandatory A.G.M. and/or G.M.
  - internal moves
  - granting of membership from within units
  - granting of visitor status
  - use of the Recreation Centre

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-Law 4 - Schedule A: Occupancy Agreement

### Appendix I: Membership Selection & Internal Moves

#### A. MEMBERSHIP

To be considered for membership and residence of Mondragon Co-operative Homes Inc., applicants must complete the prescribed application form with full information as indicated, pay a membership fee of \$15.00 (fifteen dollars) per adult household member and participate in a membership orientation and interview. An adult household member will be deemed to be 18 years of age and older at the time of the orientation and/or interview. Acceptance will be by resolution of the Board of Directors.

#### B. SELECTION

Mondragon Co-operative Homes Inc. has a mandate to serve the needs of people who are adequately served by the commercial housing market and who would benefit from and contribute to a community that has its basis in the principles of co-operation. The main objective of the membership selection process at Mondragon Co-operative Homes Inc. is to choose the best possible members for the Co-operative, taking into account the needs of the community and the needs of the individual and will not discriminate against an applicant by reason of race, national or ethnic origin, colour, religion, age, sex, marital status, sexual orientation, conviction for which a pardon has been granted or the fact that there are children forming a part of the family.

Therefore, the criteria for membership selection shall include:

1. A willingness to participate in the development of Mondragon Homes Inc. as a community.
2. A willingness to abide by the By-Laws, Agreements, Policies and regulations set by the Co-operative.
3. A willingness to respect the human and civil rights of others.
4. Financial responsibility and a willingness to allow a credit check as proof thereof.
5. An indication of permanency or at least long-term residence.
6. A need appropriate to the available unit. In cases where there is more than one applicant for an available unit, applicants will be judged in order to achieve a proper balance between the needs of the Co-operative and the needs of the individuals.
  - (a) First consideration will be given to on-site Members of Mondragon Co-operative Homes Inc. For a more detailed definition of this recital see "Internal Moves" in this By-Law 4 - Schedule A: Occupancy Agreement, Appendix I: Membership Selection & Internal Moves.
  - (b) Second consideration shall be given to applicants from other Co-operatives who have supplied written, positive recommendations from that Co-operative.
  - (c) Other applicants, including Resident Visitors applying for a unit, will be judged on their merits. (See Item D: Resident Visitor Status in this By-Law 4 - Schedule A: Occupancy Agreement, Appendix I: Membership Selection & Internal Moves)

By-Law 4 - Schedule A: Occupancy Agreement: Appendix I: Membership Selection & Internal Moves..Page 3

1. Members applying for an entire unit move will have priority over new applicants for a more desirable unit provided that they have:
  - (a) An excellent membership record (prompt Housing Charge payments, participation, co-operative attitude etc.)  
AND
  - (b) A change in family size which necessitates a move to a larger or smaller unit or a change in family finances which makes a move to a larger unit possible or a smaller unit necessary  
AND
  - (c) ONE year in residence
2. Adult Children and Non-Spousal Adult members will have priority over new applicants for a unit provided that they have:
  - (a) An excellent membership record (Prompt Housing Charge payments of the unit they are living in, participation and a co-operative attitude etc.)  
AND
  - (b) A good credit rating or guarantor (see item 9)  
AND
  - (c) Two years in residence
3. If two or more members desire the same unit, guidelines drafted by the Membership Committee for internal moves will be used.
4. All other factors being equal, consideration will be given to the members who have made a significant contribution to the operation of the Co-operative.
5. Internal move requests must be submitted, recommended by the Membership Committee and approved by the Board of Directors prior to any move-out notices.
6. The entire unit members applying for the internal move must have a history of REGULAR PARTICIPATION and at least one participation check per month for a period of nine (9) months prior to the internal move request and have attended mandatory General Members Meetings. The Adult Children and Non-Spousal Adult members applying for the internal move must have a history of REGULAR PARTICIPATION and at least one participation check per month for a period of 18 months prior to the internal move request and have attended mandatory General Members Meetings.
7. Internal move requests will be considered for entire unit moves, Adult Children and Non-Spousal Adults only. Individual requests, such as Spousal Adults, will not be considered but the Co-operative would provide a letter of recommendation for an Inter-Co-operative application, providing the requesting members records warrant such.
8. **Adult Children:** Members who are considered as an adult household member, 18 years of age or older, living in the unit with parents and have signed the parent's Housing Charge Agreement for a period of two (2) years prior to their Internal Move Request.  
**Non-Spousal Adults:** Members who are considered as an adult household member, 18 years of age or older, living in a unit of the Co-operative and have signed the Housing Charge Agreement of said unit for a period of two (2) years prior to their Internal Move Request.  
**Spousal Adults:** Members who are considered as married and/or common law partners. Married and/or common law will include partners who are of the same or opposite sex.
9. A credit check will be done in the case of adult children and non-spousal adults. If the applicant does not have a credit rating then a Guarantor will be necessary. The guarantor must be a member of Mondragon Co-operative Homes Inc., at least 21 years of age, and must supply the Co-operative with all the necessary financial information to facilitate a credit check. All information must be supplied with the Internal Move Request. The guarantor will

**APPLICATION FOR INTERNAL MOVE**

Date \_\_\_\_\_

Unit # \_\_\_\_\_

Name \_\_\_\_\_

Unit Size Requested \_\_\_\_\_

Reason for requesting larger/smaller unit:

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

When did you move into the Co-operative (entire unit move)? \_\_\_\_\_

When did you become a Member of the Co-operative (Adult Children/Non-Spousal Adult move)? \_\_\_\_\_  
M/D/Y

**Participation Record:**

What committee(s) have you worked on and/or are currently working on? \_\_\_\_\_

\_\_\_\_\_

**NOTE**

Your Internal Move Application will be forwarded to the Membership Committee providing all criteria has been met. The Membership Committee will then discuss your application and make their recommendation to the Board of Directors. The Board of Directors will make the final decision.

A \$100.00 cleaning deposit must be paid to the office upon acceptance of a unit offered to you, with the exception of Adult Children and Non-Spousal Adults, who will not be leaving an empty unit behind.

Thank you.

Membership Committee.

## INTERNAL MOVES

### By-law 4 - Schedule A: Occupancy Agreement Appendix I - Sub-section E

An internal move should always be considered a privilege, not a right of membership. Internal moves are expensive for the Co-operative. Both units must be prepared for occupancy and for that period of time may remain vacant, involving costs and revenue loss.

Therefore, the following rules are established:

1. Members applying for an entire unit move will have priority over new applicants for a more desirable unit provided that they have:
  - a) an excellent membership record (prompt housing charge payments, participation, co-operative attitude etc);  
AND
  - b) a change in family size which necessitates a move to a larger or smaller unit or a change in family finances which makes a move to a larger unit possible, or a smaller unit necessary;  
AND
  - c) ONE year in residence.
2. Adult children and non-spousal adult members will have priority over new applicants for a unit provided that they have:
  - a) an excellent membership record (prompt housing charge payments, participation, co-operative attitude etc);  
AND
  - b) a good credit rating or guarantor (see Item 9);  
AND
  - c) two years in residence.
3. If two or more members desire the same unit, guidelines drafted by the Membership Committee for internal moves will be used.
4. All other factors being equal, consideration will be given to the members who have made a significant contribution to the operation of the Co-operative.
5. Internal move requests must be submitted, recommended by the Membership Committee, and approved by the Board of Directors, prior to any move-out notices.
6. The entire unit of members applying for the internal move must have a history of REGULAR PARTICIPATION and at least one participation check per month for a period of nine (9) months prior to the internal move request and have attended mandatory General Members Meetings. The Adult Children and Non-Spousal Adult members applying for the internal move must have a history of REGULAR

15. If a member is offered an appropriate unit for an Internal Move but refuses without a valid reason, the Co-operative reserves the right to deny any further requests for an Internal Move from the members for a period of 12 months from the date of refusal.
16. The notice period will be worked out (based on repair and other factors) and will be such that both units do not remain vacant for more than 15 days each, as far as possible, to save the Co-operative revenue.

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule ~~B~~<sup>B</sup> Rules for Ending Membership and Occupancy Rights

*Schedule B - Rules for Ending Membership and Occupancy Rights is part of By-law 4 - Occupancy By-law.*

The following is an Extract from the *Co-operative Corporations Act*.

171.8 Procedure for terminating membership, etc.

(2) The following rules apply:

1. 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 of directors 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 he or she 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.

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Rules for Ending Membership and Occupancy Rights  
page 2

6. The member has a right to appear, either personally or by 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 representations 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.

**Idem**

- (3) Subject to the rules in subsection (2), the board of directors may by by-law determine procedures for the termination of the membership and occupancy rights of members but the procedures must be procedurally fair.



**Refusal to distribute**

- (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.

**Notice of refusal**

- (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.

**Application to court**

- (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.

**Advance determination**

- (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 to refuse to distribute the representations and the court, if it is satisfied that subsection (4) applies, may make any such order it thinks fit.

**Liability for representations**

- (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.

MONDRAGON CO-OPERATIVE HOMES INC.

*Schedule C*

By-law 4 - Schedule B  
Ending Membership and Occupancy Rights

Appendix A:  
Notice to Consider Termination of Membership and Occupancy

*Schedule B, Appendix A - Notice to Consider Termination of Membership and Occupancy is a part of By-law 4 - Occupancy By-law.*

List each Member in the Member Unit:

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

Address of Member Unit:

|                   |         |
|-------------------|---------|
| Address:          | Unit #: |
| Brampton, Ontario |         |

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

This meeting will be held on \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_  
\_\_\_\_\_. The board meeting will start at \_\_\_\_\_ p.m., but you do not have to arrive before \_\_\_\_\_  
\_ p.m.

The proposed date for ending your membership and occupancy rights is \_\_\_\_\_, 19\_\_\_\_. The board may set a later date. (Earliest possible date, based on meeting date and by-laws.)

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.

Schedule B: Ending Membership and Occupancy Rights  
Appendix A: Notice to Consider Termination of Membership and Occupancy  
page 2

You do not have to vacate your unit, but the Co-operative may obtain a Writ of Possession (eviction order) from a court after your membership and occupancy rights are ended. If you do not vacate your unit, the Co-operative will also seek a court order that you pay its legal costs.

The Grounds for ending your membership and occupancy rights are:

Arrears:

1. You owe the co-op \$\_\_\_\_\_ of housing charges as of \_\_\_\_\_, 19\_\_\_\_. This is contrary to Article \_\_\_\_ Paragraph \_\_\_\_\_ of the Occupancy Bylaw (By-law Number IV).
2. You have repeatedly paid your monthly housing charges late. This is contrary to Article \_\_\_\_ Paragraph \_\_\_\_\_ of the Occupancy By-law (By-law Number IV).

Other: (Fill in as many as necessary, whether or not arrears is checked.)

3. Specific: (paragraph that the member has broken)

General: (paragraph that provides for eviction)

Details: (describe the details of what the member did wrong, dates if possible)

Signature for the Co-op:

Mondragon Co-operative Homes Inc.

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

MONDRAGON CO-OPERATIVE HOMES INC.

Schedule D

By-law 4 - Schedule B  
Ending Membership and Occupancy Rights

Appendix B  
Board of Directors Eviction Decision

Schedule B, Appendix B - Board of Directors Eviction Decision is part of By-law 4 - Occupancy By-law.

To Members:

List each Member in the Member Unit:

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

Address of Member Unit:

|          |         |
|----------|---------|
| Address: | Unit #: |
| City:    |         |

Background:

1. The Co-operative gave the member(s) a Notice to Appear as required by Article \_\_\_\_\_ Paragraph \_\_\_\_\_ of the Occupancy By-law (By-law Number IV) and section 171.8 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. This decision was made by a majority of the directors at a proper meeting.

Decision:

4. The occupancy rights of the member(s) in the above unit are ended on \_\_\_\_\_, 19\_\_\_\_. The membership of the member(s) in the Co-operative is ended on the above date. (Fill in the date, which cannot be any sooner than the proposed date in the Notice to Consider Termination.)

Schedule B: Ending Membership and Occupancy Rights  
Appendix B: Board of Directors Eviction Decision  
page 2

Reasons:

5. The board of directors made its decision because:  
(Include as a reason each ground in the Notice to Consider Termination used by the board to make its decision which may not be all of them - not all of the details are necessary.)

Arrears:

1. The member(s) owe(s) the co-op \$ \_\_\_\_\_ of housing charges as of \_\_\_\_\_, 19\_\_.  
This is contrary to Article \_\_\_\_\_ Paragraph \_\_\_\_\_ of the Occupancy By-law (By-law Number IV).
- ✓ 2. The member(s) has/have repeatedly paid monthly housing charges late. This is contrary to Article \_\_\_\_\_ Paragraph \_\_\_\_\_ of the Occupancy By-law (By-law Number IV).

Other: (Repeat for each additional reason.)

3. Specific: (Paragraph(s) that the member has broken.)

*Example not in*

General: (Paragraph that provides for eviction.)

Details: (Describe what the member did wrong, including dates if appropriate.)

Schedule B: Ending Membership and Occupancy Rights  
Appendix B: Board of Directors Eviction Decision  
page 3

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 any conditions [such as signing a Performance Agreement or making payments at certain times].)

Resolution of the board of directors of Mondragon Co-operative Homes Inc. passed on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ at a duly called meeting. This resolution is still in effect and has not been amended.

Signature for the Co-op:

|                                   |       |
|-----------------------------------|-------|
| Mondragon Co-operative Homes Inc. |       |
| Secretary:                        | Date: |

MONDRAGON CO-OPERATIVE HOMES INC.

Schedule E

By-law 4 - Schedule B  
Ending Occupancy and Membership Rights

Appendix C  
Notice of Board of Directors Eviction Decision

Schedule B, Appendix B - Notice of Board of Directors Eviction Decision is part of By-law 4 - Occupancy By-law.

To Members:

List each Member in the Member unit:

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

Address of Member Unit:

|          |         |
|----------|---------|
| Address: | Unit #: |
| City:    |         |

A meeting of the board of directors was held on \_\_\_\_\_, 19 \_\_\_\_\_. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your occupancy rights in the above unit on \_\_\_\_\_, 19\_\_\_\_, and decided to end your membership in the Co-operative on that date. (See the attached Board of Directors Eviction Decision.)

Leave your unit by \_\_\_\_\_, 19\_\_\_\_. If you do not, the Co-operative will start a court proceeding against you.

To find out how you may appeal this decision see Article \_\_\_\_ Paragraph \_\_\_\_\_ of the Occupancy By-law (By-law No. IV) and section 171.8 of the *Co-operative Corporations Act* (as amended by Bill 166).

Signature for the Co-op:

|                                   |       |
|-----------------------------------|-------|
| Mondragon Co-operative Homes Inc. |       |
| Secretary:                        | Date: |

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule C Performance Agreement - Arrears and Late Payment

*Schedule C - Performance Agreement - Arrears and Late Payment, is part of By-law 4 - Occupancy By-law.*

List each Member in the Member Unit:

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

Address of Member Unit:

|          |         |
|----------|---------|
| Address: | Unit #: |
| City:    |         |

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

The board of directors decided to end your membership and occupancy rights at a meeting on \_\_\_\_\_  
\_\_\_\_, 19\_\_\_\_.

You admit that the following is true:

1. You owe the co-op \$\_\_\_\_\_ of housing charges as of \_\_\_\_\_  
\_\_\_\_, 19\_\_\_\_. This is contrary to Article \_\_\_\_\_ Paragraph \_\_\_\_\_  
\_\_\_ of the Occupancy By-law (By-law Number IV).
2. You have repeatedly paid your monthly housing charges late. This is  
contrary to Article \_\_\_\_\_ Paragraph \_\_\_\_\_ of the Occupancy By-  
law (By-law Number IV).



**Schedule C**  
**Performance Agreement - Arrears and Late Payment**  
**page 2**

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

1. You agree to pay your entire debt on the following schedule:
  - (a) \$ \_\_\_\_\_ when you sign this Agreement.
  - (b) \$ \_\_\_\_\_ on or before \_\_\_\_\_, 19\_\_\_\_.
  - (c) \$ \_\_\_\_\_ a month from then on.

In addition, you will be responsible for paying interest as stated in the co-op's by-laws.

2. You agree to pay your monthly housing charges before 9:00 a.m. the first day of each month from the date this agreement is signed.
3. You agree to make the above payments by certified cheque or money order. You agree to make these payments to the co-op office before 9:00 a.m. on the agreed dates. If any of the agreed dates is a weekend or holiday, you can make the payment before 9:00 a.m. on the next business day.
4. You acknowledge that you understand the terms of this Agreement and have had the opportunity to get legal advice.
5. You must meet all the deadlines in this Agreement. You must not miss any of them unless your have authorization from the co-op.

Signature(s) of Member(s):

|           |       |
|-----------|-------|
| Member 1: | Date: |
| Member 2: | Date: |
| Member 3: | Date: |
| Member 4: | Date: |

Signature for the Co-op:

|                                   |       |
|-----------------------------------|-------|
| Mondragon Co-operative Homes Inc. |       |
| by:                               | Date: |

# MONDRAGON CO-OPERATIVE HOMES INC.

## By-law 4 - Schedule D Performance Agreement - General

*Schedule D - Performance Agreement - General, is part of By-law 4 - Occupancy Agreement.*

List each Member in the Member Unit:

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

Address of Member Unit:

|                   |         |
|-------------------|---------|
| Address:          | Unit #: |
| Brampton, Ontario |         |

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

The board of directors decided to end your membership and occupancy rights at a meeting on \_\_\_\_\_  
\_\_\_\_\_, 19\_\_\_\_.

You admit that the following is true:

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

Any outstanding resolution to evict you is cancelled. The co-op agrees not to end your membership and occupancy rights as long as you agree to the following:  
(Fill in what the member agrees to do or not to do and any time limitations if applicable.)

Signature(s) of Member(s):

|           |       |
|-----------|-------|
| Member 1: | Date: |
| Member 2: | Date: |
| Member 3: | Date: |
| Member 4: | Date: |

Signature for the Co-op:

|                                   |       |
|-----------------------------------|-------|
| Mondragon Co-operative Homes Inc. |       |
| by:                               | Date: |