

**BRIDLE MANOR CO-OPERATIVE INC.**  
**BY-LAW NO. 10**  
**OCCUPANCY BY-LAW**

This By-law contains the rules under which Bridle Manor Co-operative Inc. provides housing for its members, and the occupancy rights and obligations of both the Co-operative and its members.

*The Co-operative Corporations Act (the Act)* regulates how the Co-operative must be run. Certain parts of the *Act* contain rules which are not included in this By-law. Members should refer to them when questions arise.

## **ARTICLE 1: About This By-Law**

### **1.1 Introduction**

- a) The Occupancy Agreement, Schedule A, is part of this By-law. It replaces all previous occupancy agreements between the Co-operative and members. New members must sign it when their membership in the Co-operative begins. The Occupancy Agreement includes Terms of the Member's Housing Charge Subsidy, Appendix D, if it applies to the members. The Co-operative and the members must adhere to this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement, or has signed an earlier version of the Co-operative's Occupancy Agreement.
- b) The Housing Charge Subsidy Policy only applies to certain members. These members must comply with them.
- c) Each member is obligated to participate in the activities of the Co-op by attending each annual meeting of members, and all other meetings of members, unless prevented by illness or emergency or other reason acceptable to the Board.
- d) Each member is obligated to participate in the activities of the Co-op by serving on the Board, or committees, or by assisting in other areas of the operation of the Co-op.
  - each member will give a minimum of a one year time commitment to the chosen participation activity
  - after participating for at least one year, each member is entitled to a sabbatical period of one year from this participation requirement
  - no member may sit on more than one committee unless specifically allowed by the Board. However, a Board member may sit on a committee if he/she wishes to be directed by the Board to do so

- a member may be exempted by the Board from this participation requirement due to reasons of health, employment or other reasons acceptable to the Board
- the Co-op Property Manager will keep records of each member's participation and sabbatical history to assist the Board in enforcing this policy
- this policy may apply to work parties or other short-term tasks which may require volunteers from time to time
- no member will be considered in breach of this By-law if there are no volunteer positions open

## 1.2 Priority of this By-law

- a) Conflict with other by-laws:  
This By-law governs over other Co-op by-laws if there is a conflict. By-laws passed after this By-law can amend or add to this By-law, but they have to specifically state this.
- b) No unauthorized commitment:  
No one can commit to anything dealing with occupancy rights on behalf of the Co-op unless authorized under this By-law. Any unauthorized commitment is not effective.

## 1.3 Repeals

The following By-laws, or parts of By-laws, are repealed when this By-law becomes effective:

- a) The Occupancy By-law, By-law No. 11
- b) The Housing Charge Payment and Arrears By-law, By-law No. 16
- c) The Organizational By-law, By-law No. 5, Sections 4.1 and 4.2 only

## 1.4 Laws about Occupancy

- a) Main laws:  
In addition to this By-law, certain laws affect occupancy at the Co-operative. These include the following laws in addition to other government requirements.
  - The *Co-operative Corporations Act* governs the Co-op
  - Parts of the *Co-operative Corporations Act* have important rules about occupancy that are not in this By-law
  - The *Residential Tenancies Act* has rules about Co-op evictions that are not in this By-law

- The *Ontario Human Rights Code* has important rules about housing that affect the Co-op
- If the Co-op received funding under an Ontario government program, it may have to follow rules about occupancy under the *Housing Services Act*

b) Changing By-laws:

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

## 1.5 Occupancy Agreement

a) Standard form:

The Occupancy Agreement, Schedule A, is part of this By-law. All members must sign it when their membership in the Co-op begins. The Occupancy Agreement includes Appendices that must be signed at the same time.

b) Appendix A: Member Charges:

This applies at the time of signing the Occupancy Agreement.

c) Appendix B: Household Members:

This applies at the time of signing the Occupancy Agreement. If there are changes, the member must notify the Co-op as stated in section 9.5 (Reporting Change in Household Size). A new Appendix B must be signed.

d) Appendix C: Committee Participation:

This applies at the time of signing the Occupancy Agreement.

e) Appendix D: Housing Charge Subsidy Terms:

If the member gets a housing charge subsidy at a later time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendices A and B have to be signed at the same time.

f) Appendix E: Special Needs Unit Terms:

This has to be signed at the same time as the member signs the Occupancy Agreement if the member will occupy a special needs unit. If the member gets a special needs unit at a later time, Appendix D has to be signed then.

g) Who signs:

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

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

- h) Government requirements:  
To meet government requirements, the Appendices to the Occupancy Agreement can be changed by the Board of Directors without amending this By-law.
- i) Occupancy Agreement applies:  
The Co-op and the members must comply with this By-law, including the Occupancy Agreement and Appendices, even if a particular member has not signed an Occupancy Agreement or Appendix or has signed an older version of the Occupancy Agreement or Appendix.
- j) Special requirements:  
Some by-laws and agreements only apply to certain members. Both the Co-op and those members must comply with them. Examples are performance agreements and by-laws dealing with housing charge subsidy.

## 1.6 Special Meanings

- a) Business day:  
A “business day” in this By-law means any day that is not a Saturday, Sunday or public holiday.
- b) Eviction:  
The *Co-operative Corporations Act* and the *Residential Tenancies Act* use words like “terminating membership and occupancy rights” or “terminating occupancy rights.” In this By-law these are also referred to using words like “evicting the member” or “eviction.”
- c) Government requirements:  
“Government requirements” means the laws, regulations or agreements with government bodies that apply to co-ops. This includes the ones stated in section 1.4 (Laws about Occupancy).
- d) Housing charge subsidy:  
“Housing charge subsidy” in this By-law means geared-to-income subsidy, or any other subsidy for housing charges, or any income-based or similar reduction in housing charges.
- e) Housing charges:  
In this By-law “housing charges” means all charges that the Co-op makes to members or that members owe the Co-op.
- “Full monthly housing charges” means the housing charges calculated monthly before deducting or crediting any housing charge subsidy
  - “Subsidized monthly housing charges” means the full monthly housing charges after deducting or crediting any housing charge subsidy

- f) **Legal action:**  
A “legal action” under this By-law includes an application to the Landlord and Tenant Board or to the courts.
- g) **Manager:**  
In this By-law the “manager” refers to the Co-op Property Manager, or the senior staff person. That person could have a different job title. Also, in some cases the Board of Directors or Manager may authorize other staff members to perform some of the Manager’s duties mentioned in this By-law.
- h) **Performance agreement:**  
A “performance agreement” includes an arrears payment agreement.
- i) **Staff:**  
“Staff” refers to employees of the Co-op and to property management companies and other contractors and their employees.
- j) **Year:**  
When this By-law refers to a “year”, it means a consecutive twelve-month period. This is not necessarily a calendar year. The Co-op decides what twelve-month period to use in each case.
- k) **Unit:**  
A members “unit” refers to a member's residence – townhouse or apartment. A townhouse “unit” includes the area in front and back of the townhouse (excluding common areas).

## **ARTICLE 2: Members' Rights**

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

- a) **Members of the Co-operative have the right to:**
- live in their housing unit
  - use their paid or assigned parking space, if any
  - use the Co-operative's common facilities
  - be involved in the governance of the Co-operative
- b) **Co-operative By-laws, Policies and Rules limit members' rights.**

### **2.2 File Management/Confidentiality**

The Co-op will respect member's privacy by adhering to the safeguards as stated in the *Privacy Act* as follows:

- a) Safeguard records:  
Keep records in locked file cabinets, do not leave records uncovered on desks, lock rooms after hours, password protect computerized records, limit access to agency employees with a "need to know" to perform job duties.
- b) Follow specified access procedures:  
Before releasing records to subject individual, obtain a notarized signature or certification statement providing authority to release information to others than the members' name on file.

## **ARTICLE 3: Members' Contributions**

### **3.1 Housing Charges**

- a) Monthly Housing Charges:  
Each member must pay housing charges to the Co-op. Monthly housing charges are made up of:
  - the full monthly housing charges for the member's unit, less any housing charge subsidy, if applicable
  - parking charges, if applicable
  - electricity charge, for apartments only
  - TV cable service (as per current agreement)
  - the member Maintenance and Repair Deposit
  - appliance rental, if applicable
  - other monthly charges that members must pay under any of the Co-operative's By-laws and Policies
- b) Other housing charges:  
Each member must pay additional housing charges, if applicable. These include:
  - the membership fee of \$10.00 per member (once only)
  - late payment charges
  - bank or financial institution charge for NSF cheques or failed payments
  - NSF administration or failed payment charges
  - other charges that members must pay under any of the Co-op's by-laws
- c) Not included in housing charges:  
Housing charges do not include the following costs to a member:
  - electricity for a unit, in the townhouses only
  - water and sewage disposal service, in the townhouses only
  - telephone for a unit
  - charges for extra cable services for a unit

- insurance on the member's personal property
- the member's personal liability insurance

If the Co-op has to pay for any of these charges, the cost will be added to the Member's housing charges. Members who do not pay the water and sewage disposal service fee, or charges for extra cable services, will be considered in arrears.

- d) Co-operative members must decide what the monthly housing charges and parking charges will be at a general members' meeting.

### 3.2 Member Involvement

Members must attend all general members' meetings. Members are encouraged to take part in the other activities of the Co-op.

### 3.3 Payment of Housing Charges

- a) Time of payment:  
Housing charges are due each month before noon on the first business day of the month.
- b) No cash payments:  
Housing charges cannot be paid in cash.
- c) Pre-authorized payment:  
Members can pay housing charges in a pre-authorized way. This is usually more convenient for both members and Co-op staff. This includes:
- electronic funds transfer
  - 12 post-dated cheques.
- d) Other ways to pay:  
Members who do not pay in any of the ways stated above have to pay by monthly cheque or money order. These should be delivered to the Co-op office, and if no one is in the office, they can put it into the Co-op office mail box. Any other arrangement must be submitted to the Co-op Property Manager for review and approval.

### 3.4 Other Charges

- a) Members are responsible for and must pay the Co-operative for any extra costs, charges or expenses caused by:
- the member
  - any member of their household
  - anyone permitted on Co-op property by the Co-op member or another member of their household

This applies even if no Co-operative By-law has been broken.  
The Co-operative has the right to recover solicitor and client costs, as settled by the Co-operative (the actual legal fees and cost) of any legal action that the Co-operative takes to recover money owed to it or enforce its rights under the By-laws.

- b) Housing charges include all the amounts that the Co-operative charges to members.

### 3.5 Maintenance and Repair Deposit

- a) **Paying the Deposit:**  
Members must pay a member Maintenance and Repair Deposit to the Co-operative. Members must pay the updated and current deposit fee before moving into their unit. This deposit cannot be used as the last month's housing charges.
- b) **The Amount of the Maintenance and Repair Deposit:**  
The members must pay a Maintenance and Repair Deposit equal to their current monthly market value housing charge.
- c) **Adjusting the Maintenance and Repair Deposit when housing charges change:**  
When there is a change in the monthly housing charge, the Co-operative adjusts the amount of the Maintenance and Repair Deposit.

If members pay the full monthly housing charges, the amount of the Maintenance and Repair Deposit will be adjusted by the same percentage as any change in the member's monthly housing charges. Members must pay the amount of any increase on the date decided by the Co-operative. If it decreases, members will get a credit for the difference on future charges.

If members receive a housing charge subsidy, the amount of the Maintenance and Repair Deposit will be adjusted annually after the annual review of household income and composition. It will change to the new amount of the monthly subsidized housing charges. Members must pay the amount of any increase on the date decided by the Co-operative. If it decreases, members will get a credit for the difference on future charges.

- d) **Returning the Maintenance and Repair Deposit:**  
The Co-operative will return the member deposit within thirty (30) days after the member leaves the unit permanently. Before returning the deposit, the Co-operative can deduct any amount which the member owes if:
- the member did not give enough notice
  - the unit was not left in the condition stated in Article 5.1 of this by-law
  - the member owes money to the Co-operative

The Co-operative will **not** pay interest on the Maintenance and Repair Deposit.



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

- a) **Per-Unit Basis:**  
Housing charges and the Maintenance and Repair Deposit are payable on a per-unit basis. If more than one member occupies a unit, they are each responsible for the total housing charges.  
If any person moves out of the unit, the remaining member/members in that unit are still responsible for all the charges which apply to that unit.
- b) **Sharing Expenses:**  
Persons who share a unit can arrange to share expenses, with the following conditions:
- the sharing arrangement does not limit the Co-operative's rights
  - one of the members in the unit must collect the payments and make one single monthly payment to the Co-operative
  - they are each responsible for the full charges

### **3.7 Housing Charge Subsidy**

Members who have a housing charge subsidy owe the Co-op the full housing charges less the subsidy.

Rights to a subsidy are stated in the Co-op's Housing Charge Subsidy Policy. Members' rights will be stated in Appendix D of the Occupancy Agreement and in any other document which the Board of Directors has adopted. The Co-op Property Manager is authorized to determine who is entitled to subsidy and the amount of the subsidy.

## **ARTICLE 4: Setting Housing Charges**

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

Monthly housing, appliance rental, TV cable services, parking and other charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members when they are asked to consider an increase in housing charges. Article 4.2 of this By-law (Annual 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 Annual Budgets**

Each year, the Finance Committee will prepare operating and capital budgets for the next fiscal year for Board approval.

- a) **Operating Budget:**  
The Board of Directors will submit an operating budget for approval of the members at a general meeting during which the budget is presented. Article 4.3 of this Bylaw shows how the Co-operative must give notice of this meeting. The operating budget must contain:
- the total expected cost of operating the Co-operative
  - a breakdown of the total expected cost in detailed categories
  - the full monthly housing charges proposed for each unit or kind of unit
  - a breakdown of the total expected cost in detailed categories
  - the charges proposed for each service provided to members and charged separately, such as parking spaces
  - the cost of any special expenses which the Board suggests and the charges that would result
- b) **Capital Budget:**  
The Board must also submit a capital budget for approval of the members if it is planning capital expenses. It should be presented to the members at the same time as the operating budget. The capital budget must contain:
- the proposed capital expenses
  - the proposed source of funds
  - the effect of the proposed expenses on the Co-op's capital reserve
  - the effect of the proposed expenses on the Co-op's future operating budget
  - the estimated time-line for the capital expenses
- c) **Approval by members:**  
Approval of an operating budget or capital budget by the members authorizes the Board to spend money as stated in the budget.

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

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act* and the by-laws. A copy of the proposed budget must be delivered to each unit at least ten (10) days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

### **4.4 Change in Housing Charges**

- a) Any change in the full monthly housing charges will normally begin on the first day of January after the members decide on the change. The members

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

- b) Notice of a change in the full housing charges must be delivered to each unit within a reasonable time after the meeting.

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

The Board of Directors may feel that there should be a change in the total operating expenses and/or housing charges during a fiscal year. If so, the Board must call a special members' meeting to consider the change. The Board will prepare a budget or statement showing the reason for the change. Timing and other rules about any change will be as stated in sections 4.1 to 4.4 as applicable.

### **ARTICLE 5: Members' Units**

#### **5.1 Maintenance and Improvement**

- a) **Responsibility of the Co-op:**  
The Co-operative must keep all units, Co-operative property, and all services and facilities of the Co-operative 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) **Common elements:**  
The Co-op must keep the Co-op property and all services and facilities of the Co-op to the same standard as the units.
- c) **Appliances:**  
The Co-operative must provide each unit with a stove and refrigerator in normal working order. Members must keep the appliances reasonably clean.
- d) **Responsibility of members:**  
Members are individually responsible for the upkeep of their units including:
  - keep their units reasonably neat and clean
  - meet the standards of cleanliness and maintenance set by health and other public authorities
  - patio areas and apartment balconies must be kept clean and free from accumulations of junk, rubbish, refuse, litter, garbage and other debris and any conditions that are health, fire or other hazards
  - members who damage Co-operative property are responsible for its repair

- e) **Co-operation with the Co-op:**  
Members must co-operate in all reasonable ways with Co-op staff and any trades-people or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of entry).
- f) **Reporting problems:**  
Members must promptly report to the Co-operative, in writing, dated and signed, any condition in their unit, the equipment in their unit, or their building, which has caused or may cause damage to their unit, the equipment or their building.
- g) **Maintenance and Improvement By-law:**  
Members must adhere to the Maintenance and Improvement By-law.
- h) **Alterations and improvements:**  
Members cannot make alterations and improvements to their units or Co-op property, and must comply with the terms of the Maintenance and Improvement By-law or any other applicable Co-op by-laws. Members must obtain written approval from the Co-op prior to making any changes to their unit or patio area.
- i) **Changing locks:**  
Members cannot change their locks without advance written permission from the Co-op. Members must give the Co-op a set of keys to new locks or cards, fobs or other things needed for access.
- j) **Neglect of responsibilities:**  
If members do not fulfill their responsibility under this section, or the Maintenance and Improvement By-law or any other applicable Co-op by-laws, the Co-op can do whatever is necessary to correct the situation. Those members must pay the Co-operative for its out-of-pocket expenses and for the reasonable value of any employee or volunteer time involved.
- k) **Moving out of the unit:**  
When members move out of a unit, they must leave it clean and in good condition. The unit must be left in the condition required by the Maintenance and Improvement By-law or any other applicable Co-op by-laws.

## 5.2 Privacy

- a) **Permission Needed:**  
Members have the right to privacy. The Co-operative may not enter a unit without the member's permission unless an emergency happens or appears to be happening or proper notice is given.

- b) Notice of Entry:  
After giving a member 24 hours notice, someone appointed by the Co-operative can enter the member's unit, at any reasonable time, for:
- maintenance inspections, regular or special
  - maintenance repairs or renovations, or
  - any other reason which the Board of Directors decide
- c) Showing Unit:  
After giving a member 24 hours notice, the Co-operative can enter the member's unit to show it to a prospective occupant at any reasonable time. The Co-operative can do this if:
- the members have given written notice to end their membership and occupancy rights, or
  - the Co-operative has given notice of a Board decision to evict the member
- d) Time of Entry:  
Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a unit. The member does not have to be present at the time of entry.
- e) One notice per unit:  
Only one notice needs to be given under this section for all members and others in a unit.

### 5.3 Damage by Fire, etc.

- a) Major damage:  
If there is major damage affecting a large number of units, the Board of Directors will examine the situation and propose a solution. The membership will make the final decision at a members' meeting.
- b) Other damage:  
If only one or a small number of units are damaged, the Board of Directors will consult with the members living in the units to deal with the situation. If those members do not agree with the proposed solution, the membership will make the final decisions at a members' meeting. The Board can give these decisions priority over the internal and external waiting lists, and the Member Selection and Housing Allocation Policy.
- c) Things to decide:  
The Board of Directors and members will consider questions such as the following:
- Should the unit be repaired?
  - How quickly?
  - When will the members be required to move out?

- When will the members be entitled to move back?
  - Will there be any charges to the members 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?
- d) Limit of Co-op responsibility:  
The Co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage unless the costs are covered by the Co-op's insurance or are payable by a government or other subsidy provider. The Co-op does not have to repair a unit and can terminate membership and occupancy rights because of damage if that is part of the decision under this section.
- e) What is damage:  
Damage under this section is anything that makes a unit uninhabitable. It could be a specific event, such as a fire, or a condition like mould or insect infestation.

#### 5.4 Members' Insurance

- a) Members must not break any obligation that the Co-operative has to its insurance companies. The use of a member's unit must not increase the Co-operative's insurance costs, or any other cost or liability of the Co-operative.
- b) Members must obtain for their contents, a "Broad Tenant's Package" or a "Comprehensive Tenant's Package" including Liability Insurance and Sewer Back-up Coverage. Members must provide a copy of the renewal annually, and at other times as requested by the Co-operative.

#### 5.5 Pets

- a) Apartment Units:  
No pets (other than contained pets as defined in Article 5.5 c) are to be kept by the residents/members of the apartment building.
- b) Non-Contained Pets:  
Residents/members of each townhouse unit may have no more than two (2) non-contained pets per unit provided that the pets do not interfere with another member's use or enjoyment of their unit or use or enjoyment of the common areas and provision of this By-law respecting pets are adhered to.

Within the combination of dogs and cats, the maximum number of dogs permitted per townhouse is **one**.

- c) **Contained Pets:**  
Contained pets must ordinarily be kept in their cage, tank or other container, and do not have to be registered with the Co-operative. Examples of contained pets include but are not limited to, birds and fish.
  
- d) **Exotic Pets:**  
No exotic pets or animals may be kept on Co-op property or in member's units.
  
- e) **Destructive, Dangerous or Noisy Pets:**  
The Board of Directors may refuse to allow members to keep any variety of pet, or any specific pet,
  - 1) if an animal of that species, or that specific pet, has substantially interfered with the reasonable enjoyment of the Co-operative by others
  - 2) if the presence of any animal of that species, or that specific pet, has caused a serious allergic reaction
  - 3) if the presence of an animal of that species or breed is inherently dangerous to the safety of others
  - 4) if that specific pet is dangerous to the safety of others
  - 5) if the behaviour of that specific pet has been disturbing or dangerous to others, whether due to any characteristics of the pet or lack of proper training or supervision by the owner
  - 6) if that specific pet has frequently urinated or defecated in the interior common areas of the Co-operative, whether or not the owner has cleaned up after it
  - 7) a mixed breed animal will be considered within a particular breed when any significant element of its breeding is within that breed
  
- f) **Procedure:**  
Before passing a motion to refuse to allow a member to keep any pet, the Board will give the member an opportunity to meet with the Board on ten (10) days prior written notice. This notice will state the reasons why the Board will be considering the motion. The Board's decision is final and may not be appealed to the membership.
  
- g) **Neutering:**  
All non-contained pets must be neutered at the earliest age when neutering is permitted in accordance with normal veterinary practice. A certificate of alteration signed by a qualified veterinarian must be provided to the Co-operative within one month after that time. Breeding of non-contained pets on Co-operative property is not permitted.
  
- h) **Registration:**
  - 1) Pets (other than contained pets) must be registered with the Co-operative. Refer to Pet Registration Form, Schedule L

- 2) All members are required to inform the Co-operative office when a pet dies or is no longer in the household
  - 3) All members must provide the Co-operative office with the following documentation:
    - type and breed of animal
    - copy of current License Registration
    - copy of current Inoculation Certificate
- i) **Condition of Animals:**  
The requirement for inoculation and/or alteration of a pet may be waived or postponed by the Board, as appropriate, for medical reasons, if the desirability of such waiver or postponement is confirmed in writing by a licensed veterinarian and the documentation forwarded to the Board. In such a case, the pet must be kept away from humans and other pets at all times.
- j) **Nuisance:**
- 1) Stoop and Scoop will be strictly enforced for all non-contained pets. Members must ensure that excrement from their pet is picked up immediately from the common areas and member's gardens or patios.
  - 2) Pet owners will be required to pay for all repairs and/or damage caused by their pets in the common areas, member's gardens or patios, as well as in the member's unit. Costs shall include repairs, cleanup and sanitizing of their property, and the property of other members.
- k) **Control:**  
A non-contained pet is only allowed on the common areas of the Co-operative if leashed and in the company of a responsible person. A non-contained pet may be left unattended if the weather is suitable, and only for short periods of time, and only if on a leash which extends no longer than ten (10) feet from the eaves-trough of the member's unit.
- **Cats and Dogs are not permitted to roam the common areas of the Co-op**
- l) **Threatening Behaviour:**  
Members must control their pets to prevent any threatening behaviour towards people, any attacks against people and any behaviour that might harm or be distasteful to people, even if not threatening, such as jumping on children, frail people or others. Members must control their pets to prevent any threatening behaviour towards other animals, other than of the most minor kind that is quickly over, such as when a dog is led past a cat.



- m) All pets must be cared for responsibly. Any perceived irresponsible behaviour, including neglect or mistreatment must be reported to the Board, to be followed up immediately. If necessary, the Department of Animal Services will be contacted by the Board.
- n) No keeping of animals in the Co-op for breeding purposes or as part of a business is permitted.
- o) A reference to “pets” or “pet” in this By-law includes any animal kept for any purpose.
- p) Visitors with pets:  
If members have visitors who bring pets along to visit, these animals are subject to all rules and regulations in this by-law, including any issues regarding damage, additional clean-up of common areas or any member unit(s), and disturbances to other members resulting from noise.

Visitors entering the apartment building with a dog must keep it on a very short leash, and control it from contact with other members in the lobby or on the elevator.

- q) Complaints:  
Members with a complaint about an animal should first approach the owner and try to resolve the problem. If a resolution cannot be reached, the complaining member should put the complaint in writing and submit it to the Co-op office. Only written complaints will be investigated.

When a written complaint about a member's pet is received, the Co-op will investigate the complaint. If the complaint is substantiated, the Co-op will follow up with the pet owner.

Any member who continues to receive complaints about their pet/pets will be required to appear before the Board of Directors. At that meeting, the Board will discuss whether the animal should be removed from the Co-op.

- r) Removal of Pet(s):  
Failure, by a member, to adequately deal with other members’ complaints about their pet will receive an Order to Remove Pets from the Board of Directors.

Failure, by a member, to comply with an Order to Remove Pets will be considered grounds for terminating a Member’s occupancy rights. Members will be required to appear before the Board of Directors, at which time they must defend their right to continue living at Bridle Manor Co-op.

- s) Enforcement:  
Breach of Article 5.5 constitutes grounds for eviction under Article 12.

## **ARTICLE 6: Use of Units**

### **6.1 Residences**

- a) Units must be used as private residences for members, their households and other persons allowed by this By-law.
- b) No member may conduct any business of any kind in their unit or common areas of the Co-op.
- c) No unit may be used as a rooming house or boarding house, or providing food or lodging for others or renting space or anything similar.

### **6.2 Principal Residence**

Each member must use the member's Co-op unit as the member's principal residence and personally occupy it. A member may not be absent from the Co-op unit for a total of more than three months in any year without the permission of the Board of Directors. The unit must remain the member's principal residence while the member is absent. Members will be considered absent from their units even if they visit them for short periods. Government requirements or Co-op by-laws may set limits on absence from units for members who receive housing charge subsidy. Members who receive housing charge subsidy should refer to section 8.6 Absence from Unit.

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

- a) Members cannot transfer their membership or their occupancy rights to anyone else.
- b) Members cannot have tenants under any circumstances.
- c) Members cannot have persons occupy their unit other than as authorized by this By-law.

### **6.4 No Profit from Unit**

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

- b) Members must not profit, directly or indirectly, when they give up their 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 anyone else in their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.

## 6.5 Co-op's Insurance

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

## ARTICLE 7: Behaviour

### 7.1 Prohibited Conduct

The Co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighbourhood community.

- Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of these communities.
- Co-op members must not make or allow any noise, nuisance or other act that unreasonably disturbs or interferes with any other member of these communities.
- Co-op members must not commit any illegal act in their units or on Co-op property.

In the event any member abuses this By-law, then the member shall be asked to appear before the Board of Directors to explain his/her actions, and the Board will then take the necessary steps to resolve the issue.

### 7.2 Human Rights

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

### 7.3 Violence

Co-op members must not commit violence against any other member of these communities. Violence can be real or threatened. Violence can be physical, psychological and/or sexual. Child abuse is a kind of violence. Violence against another person in the same household is domestic violence.

## 7.4 Domestic Violence

- a) Not tolerated:  
The Co-op does not tolerate domestic violence. It will try to assist victims of domestic violence. Members who engage in domestic violence may be evicted.
- b) Rights of victim:  
Members who are victims of domestic violence while they live at the Co-op can:
  - ask the Board of Directors to evict any person who commits domestic violence
  - request emergency housing charge subsidy, if available, under the Co-op by-laws and subject to any applicable government requirements
  - get information from the Co-op on supports available in the community
- c) Eviction:  
Under Article 12 (Dealing with Problems Leading to Eviction) the Board of Directors can evict anyone who has committed domestic violence at the Co-op. A complaint from the victim is not necessary. The Board can accept the following as proof that domestic violence occurred:
  - a restraining order or peace bond is in effect at the time the Notice to Appear is issued
  - terms of bail allowing no contact are in effect at the time the Notice to Appear is issued
  - the offending member has been convicted of an offense against the victim

## 7.5 Return of Member

If a member is ready to let a previously violent spouse, partner or co-occupant return, the member can ask the Board of Directors in writing to reinstate that person's membership. The Board may reject an application from that person if the victim does not consent, or if the Board thinks it would not be best for the Co-op. Article 8 (Members' Households and Guests) applies if the member wants that person to stay as a long-term or casual guest. Section 8.7 (Evicted Persons) applies if that person is on Co-op property without Board approval.

## 7.6 Explanations

Violence and harassment can be based on a prohibited ground under the *Ontario Human Rights Code* or on other grounds. Criticism of the job performance of the Board of Directors and staff is not harassment or a breach of section 7.1 (Prohibited Conduct) if it is made in a reasonable and constructive way. The Board does not have to wait until any court charges are heard before evicting someone in the case of violence or other illegal acts.

## 7.7 Calling Police and Other Authorities

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

## 7.8 Acts of Others

Co-op members are responsible for any act or failure to act by:

- any member of their household, and
- any person or persons permitted on Co-op property by the Co-op member or another member of their household

Members must make sure that none of those persons does anything that would break this Article or other parts of the Co-op by-laws. Co-op members may be evicted as a result of acts or failures to act by those persons and will have to pay for any damage caused by them.

# ARTICLE 8: Members' Households and Guests

## 8.1 Basic Requirements

a) Who is part of a household:

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

- a member
- any other members living in the unit
- children of the member who are under sixteen and live in the unit
- children of the member who have turned sixteen and continue to live in the unit
- long-term guests approved by the Board of Directors under this Article

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

b) Who is not part of a household:

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

c) Non-member occupants:

Occupants of a unit who are not members have:

- no right to occupy the unit independent of the members

- no right to occupy any other unit in the Co-op
- no right to a place on the Co-op's internal waiting list

## 8.2 Addition of a Member

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

## 8.3 Turning Sixteen

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

## 8.4 Long-term Guests

- a) Approval needed:  
Members can make a written request to the Board of Directors to approve someone as a long-term guest. The request must be signed by all Co-op members in the household. The proposed guest must sign the request and a consent to a credit check. The member and the proposed guest must provide any other information requested by the Co-op.
- b) Length of time:  
The Board can approve a long-term guest for a fixed period or for a maximum period or for an indefinite period. This must be stated in the Board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Cancelling long-term guest status) does not apply.
- c) Long-term guest agreement:  
All members in the household and their guests must sign and comply with a long-term guest agreement, such as Schedule B attached to this By-law.
- d) Cancelling long-term guest status:  
The Board of Directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen). The Board must give written notice to the members in the household and the guest of any meeting where it will be discussed and of the Board's decision. Only one notice needs to be given for all members and others in a unit. The Board's decision is final and may not be appealed to the membership.

- e) Housing charge subsidy calculation:  
The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements and the Co-op's Housing Charge Subsidy Policy.

## 8.5 Casual Guests

- a) Members can have only a reasonable number of casual guests at any one time.
- b) Members must have the Board's permission to permit a guest to stay for more than one month for a single visit. Normally this would only be for up to one additional month.
- c) A casual guest may not stay at the Co-op for more than three months in any year. Persons will be considered as staying at the Co-op even if they are away from the Co-op for short periods. If members wish someone to stay longer, they must ask the Board of Directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).
- d) The Board normally allows a single visit to last for 2 months. When the Board gives permission for any visit it:
- sets the time limit for the visit
  - can decide to include the income of the casual guest when calculating household income for a housing charge subsidy
  - can set reasonable conditions that must be met by the member or by the guest

## 8.6 Absence from Unit

Housing charge subsidy:

Housing charge subsidy ends when the household has not occupied a unit in the Co-op for more than six (6) weeks. This period of time will be changed to meet any applicable government requirements.

## 8.7 Evicted Persons

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

## ARTICLE 9: Household Size

### 9.1 Purpose of Household Size Requirements

- a) This Article deals with members already living in the Co-operative. It covers when they no longer have the right to occupy their present unit because of changes in household size. It does not cover when new members, or members who want to relocate to other units, will get a unit. The Member Selection And Housing Allocation Policy deals with those matters.
- b) The Co-op has established minimum and maximum household size rules in order to balance the Co-op's obligation to make the best use of Co-op property and the right of Co-op members to have long-term security in their units.
- c) The maximum number of persons who can live in each unit type is:
  - one bedroom 2 persons
  - two bedroom 3 persons
  - three bedroom 5 persons
  - four bedroom 7 personsThese are the "Maximum Occupancy Standards"
- d) The minimum number of persons who can live in each unit type is:
  - one bedroom 1 person
  - two bedroom 1 person
  - three bedroom 2 persons
  - four bedroom 4 personsThese are the "Minimum Occupancy Standards"
- e) Members who resided in Bridle Manor property prior to January 1, 1982 or have resided in the Co-operative as members for no less than three years following the adoption of the original Occupancy Policy on June 24, 1982, this date being the stipulated date for coverage under this clause, have the right to live in their unit contrary to the Minimum Occupancy Standards.

### 9.2 When Household Size Rules Apply

The minimum household size rules in this Article apply in the following situations:

- a) New members:  
A household cannot be allocated a unit and move into the Co-op unless the household size meets the minimum requirement for that unit.



- b) **Moving to a different unit:**  
A household cannot move to a different unit unless the household size meets the minimum requirement for the new unit or gets closer to it.
- c) **Splitting a household:**  
A member cannot move to a new unit while another member remains in the old unit unless the household size in each unit meets the minimum requirement.
- d) **When a household is reduced in size:**  
Section 9.4 (Not Meeting Minimum Household Size) applies if a member of the household stops occupying a unit and the remaining members in the household do not meet the minimum requirement for the unit.
- e) **Non-subsidized exemption:**  
Members who have resided at Bridle Manor for no less than five (5) consecutive years are exempt from paragraphs 9.2c and 9.2d.  
This exemption only applies to non-subsidized households.

### **9.3 Minimum Household Size**

The minimum number of persons who can live in each unit type is:

- one bedroom                      1 person
- two bedroom                      1 person
- three bedroom                    2 persons
- four bedroom                    4 persons

These are the "Minimum Occupancy Standards"

### **9.4 Not Meeting Minimum Household Size**

- a) **When this section applies:**  
This section applies when household size no longer meets the minimum requirement for the unit that the household occupies. This could be because a household member gave the Co-op a written notice of withdrawal or stopped living in the Co-op as a principal residence or because an occupant died.
- b) **Requirement to move:**  
The remaining household must move to a unit that meets the minimum requirement.
- c) **Offering unit:**  
The Board of Directors may offer the remaining household a unit in priority to the internal and external waiting lists. The Board can postpone offering an available unit if the Board decides that someone ahead of the remaining household on the waiting list should get that unit.

- d) Three offers:  
The remaining household may refuse the first two units offered to it, but must move to the third unit. A member can be evicted for failing to move to the third unit offered by the Board.
- e) Health issues:  
The Board can decide that someone does not have to move under this section for legitimate documented health reasons.

## **9.5 Reporting Change in Household Size**

The number of persons in a member's household may change.

- a) The member must give written notice of the change to the Co-operative office within ten (10) days. If the household size has decreased, the notice must give the names of the persons who no longer live in the unit.
- b) Members must agree to a credit check of any new person in their household. The new person must sign a consent if the Co-operative asks for it. Members must also give the Co-operative any other reasonable information which the Co-op asks for. Members must give the notice, consent and other information within ten (10) days.

## **9.6 Subsidized Households**

Subsidized households have to meet any household size standards and other rules in government requirements and in the Co-op's Housing Charge Subsidy Policy. These are in addition to what is stated in this Article.

# **ARTICLE 10: How Members Withdraw from the Co-op**

## **10.1 Membership and Occupancy are Linked**

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

## **10.2 Ending Membership and Occupancy**

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

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

- a) Last day of a month:  
Each member must give advance written notice of termination to the Co-op. The notice must state a termination date. The termination date must be the last day of a month. Membership and occupancy rights end on the termination date stated in the notice.
- b) 65 days notice:  
The amount of notice given must be at least 65 days.
- c) Not enough notice:  
If a member gives less than the required notice of termination, the termination will still be effective. The termination date will be 65 days after the notice is given. If that is not the last day of a month, the termination date will be the last day of that month.
- d) No withdrawal of notice without consent:  
Members cannot withdraw a notice of termination without the written consent of the Board of Directors. The Board can refuse to allow members to withdraw a notice of termination. The Board's decision is final and may not be appealed to the membership.
- e) Vacating early:  
If all persons in the household vacate the unit earlier than the termination date, the Co-op can take possession of the unit and the members and other persons in the household are not entitled to move back in. Membership and occupancy rights end on the day the Co-op takes possession. The members will owe housing charges that become due until the original termination date.
- f) If members do not vacate:  
If all persons in the household do not vacate the unit on the termination date or earlier, the Co-op can take legal action for an eviction order. The procedures in Articles 10 to 15 relating to eviction do not apply.

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

This section applies if a member stops occupying a unit as a principal residence, but one or more Co-op members continues to occupy the unit. This could happen following domestic violence (see section 7.4) or because a member moved out for any other reason.

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

- b) When procedure not followed:  
If the procedure in section 10.2 is not followed by the member who is leaving, that person's membership and occupancy rights end on the first day that person no longer occupies the unit as a principal residence.
- c) Notice by remaining household:  
The members who continue to occupy the unit must notify the Co-op in writing within ten (10) days after one of the members or a non-member occupant stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.
- d) Housing charge subsidy:  
Government requirements or the Co-op's Housing Charge Subsidy Policy may state what happens when one person no longer occupies the unit. Unless they state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to emergency housing charge subsidy, if available, under the Co-op by-laws and subject to any applicable government requirements.

#### **10.4 Death of a Member**

- a) Membership and occupancy rights end:  
If a member dies, that person's membership and occupancy rights end on the date of death.
- b) If no other members occupy the unit:  
If no other members occupy the unit, the member's estate will be responsible for housing charges for the month in which the member died and the following month. The estate must remove all of the member's possessions by the end of that time. The estate and the Co-op can agree to an earlier date to end housing charges and to remove possessions. If possessions are not removed by the time required under this paragraph, the Co-op can remove and dispose of them without liability to anyone.
- c) If other members occupy the unit:  
If other members occupy the unit at the date of death, they must give the Co-op written notice of the death.
- d) Approved long-term guests:  
A long-term guest can apply for membership under this paragraph if
- the guest occupied the unit at the time of the member's death
  - the occupancy by the guest was approved by the Board
  - no other member occupied the unit at the time of the member's death

A guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The guest will not receive the member's housing charge subsidy, but might be able to apply under government requirements or the Co-op's Housing Charge Subsidy Policy. If a guest does not apply for membership or the application is rejected, the Board can evict the guest without using the procedures in Articles 10 to 15 relating to eviction.

## 10.5 Vacant or Abandoned Unit

If a unit is vacant or abandoned, the Co-op can take possession or the Board of Directors can decide to take legal action. The procedures in Articles 10 to 15 relating to eviction do not apply. Membership and occupancy rights end on the day that the Co-op takes possession.

## ARTICLE 11: Dealing with Arrears

### 11.1 Eviction

The Board of Directors can evict a member if the member owes housing charges to the Co-op.

### 11.2 Non-Payment and Late Payment

- a) Procedures:  
This section states procedures to ensure that member arrears are dealt with quickly and fairly. The Board of Directors can change these procedures if it decides that other procedures would be better. A Notice to Appear for arrears can be issued without following the procedures in this section.
- b) Late payment letter:  
The Manager will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by **noon on the first business day of the month**. The Manager will send the late payment letter on the **second day of the month**. Only one letter needs to be sent for all members and others in a unit.
- c) Notice to Appear:  
The Manager will send a Notice to Appear at a Co-op Board meeting to each member who still has not paid their housing charge in full or has not arranged an arrears payment agreement acceptable to the Co-op by **noon on the fifth day of the month**.

- d) Persistent late payment:  
Late payment includes:
- failure to pay the full amount owing
  - a failed payment as described in section 11.3(a) (Failed Payment)

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

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

### 11.3 Replacement Payment

- a) Failed Payment:  
A “failed payment” includes:
- a cheque is returned to the Co-op by the bank or financial institution
  - payment is not made to the Co-op under a pre-authorized debit plan, pre-authorized payment plan or other pre-authorized plan

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

- b) Replacement payment required:  
A member must replace a failed payment within two (2) business days of being notified by the Co-op. Only one notice needs to be given for all members and others in a unit. A failed payment must be replaced by a certified cheque or money order.
- c) Notice to Appear:  
If the member does not replace the failed payment within two days of being notified, the Manager will give a Notice to Appear to the member.

- d) Future payments:  
If the members in a household have two failed payments within a year, then for the next year the members must pay housing charges by certified cheque or money order. The Co-op will not accept payment in any other form.

#### **11.4 Late Payment and Failed Payment Charges**

- a) Late payment charges:  
A member that does not pay the full housing charges by noon on the first business day of the month and has not arranged an arrears payment agreement will be charged a late payment charge of \$25.00 per household. This charge is increased by \$10.00 increments for every additional month that the member is late in the same fiscal year. The charge will be levied at the time a reminder notice is sent out.
- b) Administration Fees:  
Members are subject to administration fees for returned cheques because of non sufficient funds or other failed payments:
- NSF fee: \$45.00
  - this is in addition to the late payment charge of \$25.00
- c) Charges are arrears:  
Members who do not pay their late payment charges, failed payment charges and administration charges (as well as other amounts owing to the Co-op) will be considered in arrears.

#### **11.5 Directors in Arrears**

- a) Directors' arrears policy:  
If directors are in arrears, it:
- undermines the Co-op's governance
  - weakens the Co-op's financial management
  - sends the wrong message to members of the Co-op and to government
- b) No director arrears:  
A director must not owe any money to the Co-op other than future payments for a member deposit. A director must have a signed payment agreement for these payments.
- c) Procedure for director arrears:  
If a director is in arrears, the Manager will follow the steps in section 11.2 (Non-Payment and Late Payment). The Manager will also report to the Board of Directors on the director's arrears at the next board meeting if the arrears are not paid in full by that time. If still in arrears, the director will automatically cease to be a member of the board at the beginning of the meeting.

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

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

## 11.6 Arrears Payment Agreements

- a) Before Notice to Appear:  
This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the Board of Directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).
- b) Limits of Manager's authority:  
The Manager has the authority to approve the first request from a household for an arrears payment agreement made in a year as long as the agreement provides for full payment within 60 days in addition to the normal housing charges within that time.
- c) Board's approval needed:  
Approval by the Board of Directors is required:
- for additional requests for an arrears payment agreement within a year
  - for an arrears payment agreement where full payment will not be made within 60 days in addition to the normal housing charges within that time
- d) Procedure for additional arrears payment agreements:  
If a member requests an additional arrears payment agreement within a year, the Manager will submit the request to the Board of Directors along with payment terms that the member suggests. If the member goes into arrears, or deeper into arrears, before the Board considers the request and section 11.2(c) (Notice to Appear) applies, the Manager will issue a Notice to Appear in addition to submitting the request.



- e) **Limits:**  
Generally, the Co-op will not approve more than one arrears payment agreement for a household in a year or an arrears payment agreement where full payment will not be made within 60 days.
- f) **Non-payment:**  
If a member does not make the payments stated in an arrears payment agreement, the Manager will give each Co-op member in the household a Notice to Appear. This does not apply if the arrears payment agreement states something else.
- g) **Confidential Reporting:**  
Each month, the Manager will prepare an Arrears Report for review by the Board of Directors. The Manager will also report generally about compliance with this By-law. The report will show the total amount and nature of arrears, and number of households in arrears for the current month, and total arrears, year-to-date. The report will also include information concerning all arrears repayment agreements entered into with the Manager during the month, and Notices to Appear that have been served, and the Manager's recommendation in the case of members being asked to appear before the Board. The Manager will also provide a copy of the monthly Arrears Report to the Finance Committee.

### **11.7 Notice to Appear for Arrears**

- a) **Issuing Notice to Appear:**  
A Notice to Appear for Arrears must contain the information in Schedule D attached to this By-law. It must be given at least ten (10) days before the board meeting where it will be considered.
- b) **Termination date:**  
The proposed termination date in the Notice to Appear for Arrears will be ten (10) days after the board meeting or later.

## **ARTICLE 12: Dealing with Problems Leading to Eviction**

On June 1, 2014, *Bill 14, the Non-profit Housing Co-operatives Statute Law Amendment Act, 2013* was proclaimed into law. This Bill amends parts of the *Residential Tenancies Act, 2006 (RTA)*; and sets out a few key amendments, including that non-profit housing co-operative eviction tenure disputes will come under the RTA. This means that applications for eviction orders will now be filed with the Landlord and Tenant Board and not the courts. In a few cases where the grounds of eviction are not in the RTA, the courts will still hear the case.

**Grounds determine who hears an eviction:**

In most cases the Landlord and Tenant Board (LTB) will hear co-op eviction cases, but sometimes cases will go to court. It depends on the grounds (the reason) for eviction. Co-ops don't get to choose. If the grounds are part of the co-op sections of the *Residential Tenancies Act (RTA)*, then you go to the LTB.

If they are not, then you go to court. But co-op evictions are based on a breach of the co-op's by-laws. How does that work with the grounds in the RTA? The grounds in the RTA don't have to be the same, or worded the same, as in the co-op by-laws. The co-op makes the decision to end membership and occupancy rights based on grounds in its by-law. If those grounds fit the RTA, then the rest of the process is at the LTB.

Grounds for eviction in the *Residential Tenancies Act*:

There are basically 11 grounds for eviction and three "no second-chance" grounds. ("No second-chance" means the member does not get a chance to correct the breach because

- they had previously been served with an eviction notice for the same kind of breach, and
- the eviction did not go forward because they corrected the breach.)

The grounds are in section 94.2 of the *Residential Tenancies Act*. Here they are with the section numbers:

**Payment:**

1. Arrears – 94.2(1)(3)
2. Persistent late payment – 94.2(1)(1)

**Damage:**

3. Undue damage — 94.2(1)(6)
4. Willful more serious damage — 94.2(1)(7)(i)
5. Doing non-residential things that cause more serious damage (example: grow-op) - 94.2(1)(7)(ii)

**Behaviour and illegal acts:**

6. Illegal act — 94.2(1)(5)
7. Substantial interference with reasonable enjoyment or with rights of others — 94.2(1)(8)
8. Impairing safety of others — 94.2(1)(9)
9. Number of occupants breaks legal health, safety or housing standards — 94.2(1)(10)

**Social housing:**

10. Misrepresentation of income — 94.2(1)(4)
11. Ceasing to meet qualifications for the unit — 94.2(1)(2)

**No second-chance grounds:**

12. Undue damage as in paragraph three of this list — 94.2(1)(10)
13. Substantial interference as in paragraph seven of this list — 94.2(1)(10)
14. Number of occupants as in paragraph nine of this list — 94.2(1)(10)

In co-op by-laws, members are responsible for other occupants or their guests who break the rules. These situations are also covered in the grounds for eviction in the *Residential Tenancies Act*.

Other reasons for using the Landlord and Tenant Board:

- a) Abandoned units. Co-ops can go the LTB if a unit is vacant or abandoned. See section 79 of the RTA as amended for co-ops:

Abandonment of member unit:

Section 79. If a non-profit housing co-operative believes that a member has abandoned a member unit, the non-profit housing co-operative may apply to the Board for an order terminating the occupancy.

b) Member gives notice of withdrawal but doesn't leave:

If a member gives a notice of withdrawal (move out notice) but doesn't leave, the co-op can go to the LTB to get possession of the unit. See section 94.10 of the RTA.

Application to Board, without notice, based on member's withdrawal, consent or notice:

Section 94.10 (1) A co-operative may, without notice to the member, apply to the Board for an order terminating the member's occupancy of a member unit and evicting the member in any of the following circumstances:

- 1) The member gave written notice of his or her intention to terminate his or her membership and occupancy rights under section 171.8.1 of the *Co-operative Corporations Act* and the member has not withdrawn the notice under that section.
- 2) A member can not decide to take back their move out notice without permission of the co-op board of directors. See clause 171.8.1(2)(3) of the *Co-operative Corporations Act*. Section 171.8.1(2)(3) The member may not withdraw the notice without the consent of the board of directors.

c) When would a co-op have to go to court:

Here are some possible examples:

- Breach of pet by-law (but not if the eviction is for damage, interfering with reasonable enjoyment or something like that and the pet is within the limitations of the *Residential Tenancies Act*, section 76)
- Breach of corporate by-laws, such as confidentiality rules
- Breach of human rights, good neighbour, maintenance, parking or other by-laws, but most of the breaches would probably come within the Landlord and Tenant Board grounds
- Unpaid fines or other co-op charges that are not within the definition of regular occupancy charges under the *Residential Tenancies Act*
- Non-participation
- A member dies or leaves the unit and a non-member is still there

## 12.1 Eviction

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

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

## 12.2 Notice to Appear

- a) When Notice to Appear required:  
A Notice to Appear must be given to a member before the Board of Directors can decide to evict the member. It must be given at least ten (10) days before the board meeting where it will be considered.
- b) Information in Notice to Appear:  
A Notice to Appear under this Article must contain the information in Schedule E attached to this By-law.
- c) Additional information:  
When a Notice to Appear is given to a member, it should include copies of any written materials that the Board of Directors may consider at the meeting. Examples would be a report from the Manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted if reprisals are a possibility or for other good reasons. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the Co-op and the member do not have to be included.
- d) Termination date in Notice to Appear:  
The proposed termination date in the Notice to Appear will be ten (10) days after the board meeting or later.

## 12.3 Deciding to Give a Notice to Appear

- a) No prejudice:  
The Board of Directors can decide to issue a Notice to Appear. When making this decision, the Board must not prejudice the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.
- b) Other by-laws may apply:  
When a complaint is received by the Board of Directors or staff, or when the Board or staff becomes aware of any problem, it may be dealt with under other by-laws. In addition, the Board can decide to issue a Notice to Appear instead of following the procedures in other by-laws that could be applicable.

## 12.4 Limits of Action by Co-op

- a) Factors to consider:  
The Co-op does not have to issue a Notice to Appear or take other action to deal with noise, harassment, violence, illegal acts or other behavioural issues, even if they are a breach of this By-law. The same applies to other breaches of this By-law or other Co-op by-laws. The Board of Directors has to consider things like:

- the evidence available as to what happened
  - the appropriateness of eviction as a response
  - the costs involved in evicting someone
- b) No Co-op liability:  
The Co-op has no liability to anyone for misbehaviour by a member or anyone else, even if the misbehaviour is a breach of this By-law. An exception is that the Co-op could have liability if the person is acting officially on behalf of the Co-op.

## **ARTICLE 13: Eviction Procedures**

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

- a) Member and representative can attend meeting:  
When a Notice to Appear has been given, the member can appear at the Board of Directors meeting and can have a lawyer or other representative. The member and a representative can speak at the meeting. They can also deliver written statements at the meeting or before the meeting. They can take notes but cannot record the meeting, whether by tape or any other device. The Board sets the procedure for the meeting. The Board can limit the number of people brought by the member.
- b) Continuing meeting:  
If the Board of Directors decides to continue the meeting on another date, no new Notice to Appear is required if the time and place to continue the meeting is announced at the original meeting.
- c) Making decision:  
The Board of Directors makes an eviction decision by passing a resolution to evict a member. A quorum of the Board must be present and there must be a majority vote. The Board decision should state the grounds of eviction on which the decision is based and the termination date. The Board can make its decision using Schedule F or Schedule G attached to this By-law. The minutes do not have to state who made or seconded the motion to pass the resolution or how each director voted.
- d) Date of termination:  
The decision can state a termination date that is later than the proposed date in the Notice to Appear.
- e) Notice of decision:  
Written notice of a decision to evict must be given to the member within ten (10) days after the board meeting. Schedule H or Schedule I attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

## **ARTICLE 14: Alternatives**

### **14.1 Alternatives to Eviction**

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

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

### **14.2 Conditional Eviction Decisions**

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

### **14.3 Performance Agreements**

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

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

Sample performance agreements are in Schedules J and K of this By-law.

### **14.4 Information to Others**

- a) Limited information:  
The Board of Directors must limit information about a performance agreement or conditional eviction decision that it gives to a member who complained and to others.

- b) What can be disclosed:  
A performance agreement can state what can be told to others. If it does not state this, the Board of Directors can decide to disclose that there is a performance agreement but not personal information that led to the agreement. The Board may be able to disclose some of the details of the agreement that do not involve sensitive information.

#### **14.5 Non-Performance by Member**

- a) If member breaks conditions in eviction decision:  
If a member does not perform the conditions stated in a conditional eviction decision, the Board of Directors can decide to go ahead with the eviction. The member is not entitled to notice of the board meeting, but will be given at least ten (10) days notice of the decision. It may not be appealed to the membership.
- b) If member breaks performance agreement:  
If a member does not comply with a performance agreement required by a conditional eviction decision, paragraph (a) applies. If the performance agreement was not required by a conditional eviction decision, the Board of Directors must issue a Notice to Appear if it wishes to consider eviction.
- c) Time limit in decision:  
The Board can set a time limit for performing the conditions in an eviction decision or a performance agreement, but if the Board has not decided to go ahead with the eviction within six (6) months after the original decision, the Board cannot proceed to evict without a new Notice to Appear. This must be given under Article 11 (Dealing with Arrears) or Article 12 (Dealing with Problems Leading to Eviction). The same procedure will be followed as if there had not been a conditional eviction decision or a performance agreement.

#### **14.6 Authorization of Performance Agreements**

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

### **ARTICLE 15: No Appeal to Membership**

#### **15.1 No Appeal**

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

## ARTICLE 16: Legal Action

### 16.1 Enforcing Eviction Decisions

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

That person can:

- give all necessary directions to the Co-op's lawyers and paralegals
- act as agent for the Co-op on court actions and at the Landlord and Tenant Board
- make a settlement or other agreement

### 16.2 Membership Rights on Eviction

- a) When membership ends:  
Membership ends on the termination date in an eviction decision, even though the former member can continue to occupy the unit until the Co-op gets an eviction order. Since the occupant is no longer a member, the occupant cannot attend meetings of the Co-op as a member, vote or run for the Board of Directors. If the occupant was on the Board, the position is automatically vacated on the day that membership ends.
- b) When membership restored:  
The *Co-operative Corporations Act* and the *Residential Tenancies Act* state when someone's membership and occupancy rights are considered not to be terminated. This could be because the member paid arrears by a certain time or for other reasons. When this happens, the occupant's membership is restored. The occupant can attend meetings of the Co-op as a member, vote or run for the Board of Directors. If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They would have to be re-elected to the board or appointed to fill a vacancy.
- c) Co-op actions while occupants were not members:  
Any votes or actions taken by the Co-op during the time when the occupant was not a member will be valid and binding.
- d) When new Notice to Appear not needed:  
No new Notice to Appear or eviction decision is needed in the case of:
  - repeat breaches within six (6) months referred to in subsection 94.2(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights)
  - breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in subsection 94.10(2) of



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

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

### **16.3 Interest**

Members owe interest on all arrears and other amounts owing to the Co-op at the rate of six (6) percent above the prime rate of any credit union or bank designated by the Board of Directors. The Co-op may include this interest when bringing legal action against a member or former member, but will not normally claim interest at other times.

### **16.4 Rights Not Cancelled**

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

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

### **16.5 Co-op Costs**

The Co-op has the right to recover full indemnity costs (the actual legal fees and costs) of any legal action that the Co-op takes to recover money owed to it or enforce its rights under the by-laws.

## **ARTICLE 17: Miscellaneous**

### **17.1 Personal Information to Membership**

- a) When members raise things about themselves:  
If a member raises something at a members' meeting involving the member's personal information, the Board can disclose other relevant personal information about that member. If a member distributes written information to the membership about a Co-op issue involving their own personal information, the Board can disclose other relevant personal information about that member.

- b) When members raise things about someone else:  
A member cannot raise something at a members' meeting involving personal information about another person, unless the other person has given written approval. The member must show the written approval to the chair of the meeting. It may be examined by any member. If the written approval is given, the chair can allow members to discuss that personal information and the Board and staff can disclose other relevant personal information about the person. If that person does not give approval, the appeal or discussion is out of order.

## 17.2 Legal Actions by Members

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

## 17.3 External Complaints

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

## 17.4 Co-op Employees

- a) Not members:  
A permanent employee of the Co-op cannot be a member of the Co-op or live in the household of a member.
- b) Exceptions:  
Paragraph (a) does not apply to members and members of their households:
- who are temporarily employed by the Co-op, when required, and approved by the Board of Directors
  - who are on-call members

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

### **17.5 Non-Member Units**

This By-law applies only to member units. The Co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Leases, agreements or government requirements govern the Co-op's relations with them.

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

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

### **17.7 Proof**

- a) **When required:**  
When investigating compliance with the Co-op's by-laws or government requirements, the Co-op can ask a member to prove:
- that the member's unit is the member's principal residence
  - that the member is not profiting from any arrangement with guests
  - the member's household composition
  - the member's household income if the member receives housing charge subsidy
  - other things to show compliance with government requirements, this By-law and other Co-op by-laws, as applicable.
- b) **Member response:**  
If asked, members must give complete proof and details about the things stated in paragraph (a). This request can include originals or copies of any documents and sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. If a member fails to provide proof, the Co-op can conclude that this is evidence that the member is not complying with government requirements, this By-law or other Co-op by-laws, as applicable.

## 17.8 Serving Documents

- a) Ways to serve documents:  
Notices and other documents relating to an eviction are considered served on a member if given in any of the following ways:
- handing it to the member
  - handing it to an apparently adult person in the unit
  - leaving it in the mail box where mail is ordinarily delivered to the member
  - if there is no mail box, sliding it under the door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered to the member
  - mailing it to the last known address where the member lives or works
- b) When mailed:  
Documents that are mailed to a member are considered delivered or served on the fifth day after the day of mailing.
- c) More than one member:  
A separate notice or other document must be given to each member involved and to any member who has left the unit, but is still involved.

## 17.9 Members Who Move Out in Arrears:

The Co-op Property Manager will take all reasonable steps to collect arrears from members who have moved out of the Co-op.

- a) These steps may include:
- sending a registered letter with a summary of the amount owing to the former member's last known address
  - placing the account with a collection agency
  - informing the municipality's centralized waiting list of the arrears
  - taking legal action through the courts to collect the arrears
- b) When a member moves out of a unit in the Co-op owing arrears, including any legal costs, until the arrears are paid, the member:
- is not eligible to be considered for membership in the Co-op
  - may not occupy or reside in another unit in the Co-op as part of another member's household
  - may not stay in any other unit in the Co-op as a long-term guest

### **17.10 Signing Schedules for the Co-op**

The Schedules to this By-law (including any Appendices) can be signed on behalf of the Co-op by the Manager or another staff member, any director or anyone authorized by the Board of Directors.

### **17.11 Minor Errors, Omissions or Irregularities**

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

### **17.12 Starting Date for this By-law**

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

**SCHEDULE "A"**  
**Occupancy Agreement**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**Names of members:** \_\_\_\_\_  
\_\_\_\_\_

**Unit address:** \_\_\_\_\_

**Date of occupancy:** \_\_\_\_\_

**Membership terms:**

1. The Co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining Co-op by-laws also contain rights and obligations of members. You agree to comply with all Co-op by-laws and 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 will be notified of all general meetings where members will decide on these changes. You are also required to attend and vote at these meetings which are held a minimum of twice yearly. 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 appendices, have priority.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the Co-op's by-laws. You are entitled to ask any questions and to have them answered. It is also agreed and understood with the signing of this Agreement that failure to abide by all by-laws could result in termination of membership and occupancy rights.

You acknowledge that, if you are, or become a resident in a townhouse unit of the Co-operative, that you are aware that you are entirely responsible for all charges incurred for the supply of hydro, water and sewage costs for that unit.

You also acknowledge that this Agreement replaces any other Occupancy Agreement that you signed. The attached Appendices are part of this agreement. Any updated Appendices will be part of this Agreement.

**Signatures:**

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

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

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

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

Signature  
for the

**BRIDLE MANOR CO-OPERATIVE INC.**

Co-op: by: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX "A"**  
**Member Charges**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

List each  
 Member in  
 the Member  
 Unit:

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

Address of  
 Member  
 Unit:

Unit No:  
 Address:  
 City:

Monthly Charges as of: \_\_\_\_\_ (date)

Housing Charge	\$	
Cable Service	\$	
Housing Charge Subsidy (if applicable)	\$	_____

Your Housing Charge is:	\$	
Parking Charge	\$	
Appliance Rental (townhouses only)	\$	
Electricity Charge (apartments only)	\$	_____

Your Total Housing Charge is:	\$	
Member Maintenance & Repair Deposit	\$	
\$10.00 Membership Fee (per member, one time)	\$	

On or before January 1st of each year, members will submit 12 post dated cheques in the amount of the total monthly housing charge, or submit a void cheque to make monthly payments via E.F.T. (Electronic Funds Transfer).

**Late payment and/or NSF cheques will be subject to current fines.**

Signature(s) of  
 Member(s):

Member 1. \_\_\_\_\_ Date: \_\_\_\_\_  
 Member 2. \_\_\_\_\_ Date: \_\_\_\_\_

Signature  
 for the  
 Co-op:

**BRIDLE MANOR CO-OPERATIVE INC.**  
 by: \_\_\_\_\_ Date: \_\_\_\_\_

**APPENDIX "B"**  
**Household Members**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**Unit address:** \_\_\_\_\_

**Date of this form:** \_\_\_\_\_

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

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

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

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

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

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

**Signatures:**

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

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

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

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

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

\_\_\_\_\_  
*Name of non-member occupant:*

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

\_\_\_\_\_  
*Name of non-member occupant:*

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

Signature  
for the  
Co-op:

**BRIDLE MANOR CO-OPERATIVE INC.**

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



**APPENDIX "C"**  
**Committee Participation**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

It is agreed and understood, that as member(s) of Bridle Manor Co-op I/we are prepared to serve as member(s) on one (1) of the following Committees when a position becomes available.

Finance Committee Member Name: \_\_\_\_\_

Maintenance Committee Member Name: \_\_\_\_\_

Social Committee Member Name: \_\_\_\_\_

Member Selection Committee Member Name: \_\_\_\_\_

Gardening Committee Member Name: \_\_\_\_\_

By signing this Agreement, I/we acknowledge receipt of a Member Handbook and a Member Move-in Information Booklet.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

Townhouse or Apartment number: \_\_\_\_\_

Signature(s) of Member(s) Member 1. \_\_\_\_\_

Member 2. \_\_\_\_\_

Member 3. \_\_\_\_\_

Member 4. \_\_\_\_\_

Signature  
for the  
Co-op:

**BRIDLE MANOR CO-OPERATIVE INC.**

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

**APPENDIX “D”**  
**Housing Charge Subsidy Terms**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**Names of members:** \_\_\_\_\_  
\_\_\_\_\_

**Unit address:** \_\_\_\_\_

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

**Basic rules:**

1. This document is an agreement between the Co-op and each member and between the Co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the Co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the Co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and Co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The Co-op can give people information and answer questions about these rules and obligations.
5. The Co-op members decide on the housing charges as stated in the Occupancy By-law. The Co-op will reduce the household’s housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the Co-op’s Housing Charge Subsidy Policy, or other Co-op by-laws or a combination of these.

**Giving information:**

1. Each of the members of the household must truthfully and completely give the Co-op all information that is relevant to housing charge subsidy and must ensure that information is accurate and complete at all times.
2. Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.
3. The household must report the following changes to the Co-op within ten days after they happen:
  - any change in any relevant document previously provided
  - any change in income
  - any change in assets
  - any change in the source of income for any member of the household
  - any change in household composition
  - any change in immigration status if that is a government requirement

**Housing Charge Subsidy Terms**

- 4. The Co-op will investigate the household’s financial situation when it decides on the amount of housing charge subsidy and may do so at other times. All members of the household must give the Co-op any information it requests for this investigation. This includes household income, household composition and any other relevant information.
- 5. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the Co-op.
- 6. If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

**Ending subsidy:**

- 1. Housing charge subsidy ends when the household has not occupied a unit in the Co-op for more than six (6) weeks. This period of time will be changed to meet any applicable government requirements. This applies whether or not the absence is permitted under Co-op by-laws.
- 2. Housing charge subsidy can be ended if any member of the household does not give any information or proof that the Co-op asks for. Housing charge subsidy ends if a member or anyone in the household breaks any term of the Housing Charge Subsidy Policy, or government requirements, or this Appendix or any other rules that apply.
- 3. Households that are over-housed must follow the applicable rules in the Co-op by-laws and government requirements. Over-housing will be determined according to occupancy standards under Co-op by-laws or government requirements.
- 4. If the household ever receives more subsidy than it should have because of a breach of Co-op by-laws or government requirements or this Appendix or for other reasons, each household member must pay back the excess.

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

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

**Signatures:**

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

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

Date: \_\_\_\_\_ Name of non-member occupant: \_\_\_\_\_

Date: \_\_\_\_\_ Name of non-member occupant: \_\_\_\_\_

Signature for the **BRIDLE MANOR CO-OPERATIVE INC.**  
 Co-op: by: \_\_\_\_\_ Date: \_\_\_\_\_

## APPENDIX “E” Special Needs Unit Terms

**Names of members:** \_\_\_\_\_

**Basic rules:**

1. This document is an agreement between the Co-op and each member and between the Co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the Co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the Co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that occupy a special needs unit. It does not state all of them. Government requirements and Co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households that occupy a special needs unit are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The Co-op can give people information and answer questions about these rules and obligations.
5. No one may occupy the Unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the Co-op under its by-laws.

**Updating Information:**

1. Each of the members of the household must truthfully and completely give the Co-op all information that is relevant to occupying a special needs unit and must ensure that that information is accurate and complete at all times.
2. Periodically the household will have to update the record of all persons in the household. The household will have to give proof of continuing eligibility for special needs housing.
3. The household must report the following changes to the Co-op within ten days after they happen:
  - any change in any relevant document previously provided
  - any change in household composition
  - any change that would affect continuing eligibility for special needs housing
4. All members of the household must give any information that the Co-op requests for any investigation of in the household also give all requested information to the Co-op.
  - if asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved

**Losing eligibility:**

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

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

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

**Signatures:**

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

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

Date: \_\_\_\_\_ Name of non-member occupant: \_\_\_\_\_

Signature **BRIDLE MANOR CO-OPERATIVE INC.**

for the  
Co-op: by: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE “B”**  
**Long-Term Guest Agreement**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**All members and the long-term guest must sign.**

**Names of members:** \_\_\_\_\_

**Name of long-term guest:** \_\_\_\_\_

**Unit address:** \_\_\_\_\_

**Start date:** \_\_\_\_\_ **End date:** \_\_\_\_\_

**Terms of agreement:**

1. The Co-op agrees that the long-term guest can live in the member’s unit as a part of the member’s household starting on the Start Date stated in this agreement. If a date is filled in for the End Date, the long-term guest agrees to leave the member’s unit on or before the End Date. The long-term guest must have written permission from the Co-op and the member to stay longer.
2. The member is still responsible to the Co-op for all housing charges and all the member’s obligations to the Co-op.
3. The long-term guest agrees not to break any of the terms of the member’s Occupancy Agreement or any Co-op by-laws.
4. The long-term guest acknowledges that the Co-op only allows members and their households to occupy Co-op units. The long-term guest acknowledges that being a long-term guest does not give the member a right to the unit or any other unit or position on the Co-op’s internal or external waiting lists.
5. The long-term guest agrees to leave the member’s unit if the member or the Co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member’s occupancy rights end.
7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*.
8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges. Any other payment is against the law.
9. The long-term guest agrees that the Co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

**Signatures:**

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

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

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

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

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

\_\_\_\_\_ *Name of long-term guest:*

**SCHEDULE "D"**  
**Notice to Appear for Arrears**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-Law**

**To Members:** \_\_\_\_\_  
\_\_\_\_\_

**Address of member unit:** \_\_\_\_\_

The Board of Directors is going to consider ending your membership and occupancy rights and evicting you.

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

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

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

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

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

**Place of board meeting:** \_\_\_\_\_

**Time and date of board meeting:** \_\_\_\_\_

**Time for arrival:** \_\_\_\_\_

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

**Proposed termination date:** \_\_\_\_\_

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

Signature for the Co-op: \_\_\_\_\_  
**BRIDLE MANOR CO-OPERATIVE INC.**  
by: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "E"**  
**Notice to Appear**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**To Members:** \_\_\_\_\_  
\_\_\_\_\_

**Address of member unit:** \_\_\_\_\_

The Board of Directors is going to consider ending your membership and occupancy rights and evicting you. The Board of Directors is going to consider whether you have broken the Co-operative's by-laws and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

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

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

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

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

**Place of board meeting:** \_\_\_\_\_

**Time and date of board meeting:** \_\_\_\_\_

**Time for arrival:** \_\_\_\_\_

**Proposed termination date:** \_\_\_\_\_

**Grounds of termination:**

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

(b) **Summary of facts:** \_\_\_\_\_

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

Signature  
for the

**BRIDLE MANOR CO-OPERATIVE INC.**

Co-op:

by: \_\_\_\_\_

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

**SCHEDULE "F"**  
**Board of Directors' Eviction Decision for Arrears**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**To Members:** \_\_\_\_\_  
\_\_\_\_\_

**Address of member unit:** \_\_\_\_\_

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

**Background:**

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

**Decision:**

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

**Reasons:**

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

**Additional decision, if any:**

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

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

**Representative of a member attended board meeting:** Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Name of representative:** \_\_\_\_\_

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

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

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

**Termination date:** \_\_\_\_\_

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

Signature  
for the  
Co-op:

**BRIDLE MANOR CO-OPERATIVE INC.**

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



**SCHEDULE "G"**  
**Board of Directors' Eviction Decision**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**To Members:** \_\_\_\_\_  
\_\_\_\_\_

**Address of member unit:** \_\_\_\_\_

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

**Background:**

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

**Decision:**

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

**Reasons:**

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

**Additional decision, if any:**

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

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

**Representative of a member attended board meeting:** Yes: \_\_\_\_\_ No: \_\_\_\_\_

**Name of representative:** \_\_\_\_\_

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

**Termination date:** \_\_\_\_\_

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

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

(b) **Summary of facts:** \_\_\_\_\_  
\_\_\_\_\_

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

Signature \_\_\_\_\_  
for the **BRIDLE MANOR CO-OPERATIVE INC.**  
Co-op: by: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "H"**  
**Notice of Eviction Decision for Arrears**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**To Members:** \_\_\_\_\_  
\_\_\_\_\_

**Address of member unit:** \_\_\_\_\_

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

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

**Additional decision, if any:**

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

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

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

**Termination date:** \_\_\_\_\_

Signature  
for the  
Co-op:

**BRIDLE MANOR CO-OPERATIVE INC.**

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

**SCHEDULE "I"**  
**Notice of Eviction Decision**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**To Members:** \_\_\_\_\_  
\_\_\_\_\_

**Address of member unit:** \_\_\_\_\_

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

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

**Additional decision, if any:**

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

**Termination date:** \_\_\_\_\_

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

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

\_\_\_\_\_

(b) **Summary of facts:**

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

Signature  
for the  
Co-op:

**BRIDLE MANOR CO-OPERATIVE INC.**

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

**SCHEDULE "J"**  
**Performance Agreement Arrears**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**To Members:** \_\_\_\_\_

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

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

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

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

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

The member

- admits that the Co-op is owed the amount of housing charges stated in this Agreement
- agrees to pay the entire amount owing as follows:  
\_\_\_\_\_
- agrees to make these payments to the Co-op office by 4:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 4:00 p.m. on the next business day
- agrees to pay all monthly housing charges on or before the first day of each month from the date this agreement is signed
- agrees to make all arrears and monthly housing charge payments by certified cheque or money order. This will apply until all arrears are paid.
- agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the Co-op.

The member understands the terms of this Agreement and has had the opportunity to get legal advice. If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

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

The Board of Directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten (10) days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

**Signatures:**

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Signature **BRIDLE MANOR CO-OPERATIVE INC.**  
 for the  
 Co-op: by: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "K"**  
**Performance Agreement**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

**To Members:** \_\_\_\_\_

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

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

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

- admits that the following is true: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- agrees to: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- authorizes the Co-op to give information about this agreement to others as follows:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

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

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

The Board of Directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten (10) days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

**Signatures:**

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Date: \_\_\_\_\_ *Name of member:* \_\_\_\_\_

Signature **BRIDLE MANOR CO-OPERATIVE INC.**  
 for the  
 Co-op: by: \_\_\_\_\_ Date: \_\_\_\_\_

**SCHEDULE "L"**  
**Pet Registration Form**  
**BRIDLE MANOR CO-OPERATIVE INC.**  
**By-law No. 10 Occupancy By-law**

(please print)

Name of Member: \_\_\_\_\_

Townhouse Number: \_\_\_\_\_

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

1. Type and Breed: \_\_\_\_\_

2. Description: \_\_\_\_\_

Age (month and year): \_\_\_\_\_

Colour: \_\_\_\_\_

Size: \_\_\_\_\_

3. Certificate of Inoculation: (attach copy)\*

Distemper, etc. - Date: \_\_\_\_\_

Rabies - Date: \_\_\_\_\_

Carvo - Virus: \_\_\_\_\_

4. Certificate of Alteration: (attach copy)\*

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

5. License number: \_\_\_\_\_

6. Comments: \_\_\_\_\_

**Refer to Occupancy By-law No. 10, Article 5.5 Pets.**

I/we understand that the members of Bridle Manor Co-operative Inc., has passed a By-law regarding pets. I/we agree to abide by the Pet By-law of the Co-op and any decisions made by the Board of Directors regarding our pet.

Signed:

(Member) \_\_\_\_\_ Date: \_\_\_\_\_

(Member) \_\_\_\_\_ Date: \_\_\_\_\_

\* If you prefer, you may attach original copies of Certificates, and the Co-op will photocopy them and return the originals to you.