By-Law No. 1

GENERAL

BE IT ENACTED as a By-law relating generally to the conduct of the affairs of Hazelburn Co-operative Homes of Toronto Inc. (hereinafter called the "Co-operative") as follows:

ARTICLE I – INTERPRETATION

1. In this By-law and all other By-laws of the Co-operative unless the context otherwise specifies or requires:

   a) "Act" means the Co-operative Corporations Act, Revised Statutes of Ontario, 1980, c. 91 as amended by 1981, Chapter 61, as from time to time amended, and every statute that may be substituted therefore and, in the case of such substitution, any reference in the By-laws of the Co-operative to provisions of the Act shall be read as references to the substituted provisions therefore in the new statute of statutes; and

   b) "By-law" means any By-law of the Co-operative, including any special By-law, from time to time in force and effect; and

   c) all terms contained in the By-laws and which are defined in the Act shall have the meanings given to such terms in the Act; and

   d) the singular -shall form the plural and the plural shall include the singular; the masculine shall include the feminine; and the word "person" shall include bodies corporate, corporations, companies, partnerships, syndicates, trust and other number or aggregate of persons.

ARTICLE II – GENERAL

1. The head office and chief place of business of the Co-operative shall be located at 178 Jarvis Street in the City of Toronto, Municipality of Metropolitan Toronto in the Province of Ontario.

The seal of the Co-operative shall be inscribed thereon the words Hazelburn Co-operative Homes of Toronto Inc. and the seal impressed in the margin of these By-laws is hereby adopted as the seal of Hazelburn Co-operative Homes of Toronto Inc.

ARTICLE III – MEMBERSHIP

1. **Qualifications**

Membership in the Co-operative shall consist of all persons who are from time to time accepted as members in the manner hereinafter prescribed and whose membership has not been terminated by expulsion or withdrawal. Subject to the approval of the directors, membership shall be open to all who are in agreement with the aims and objects of the Co-operative. Members other than corporate members must occupy a unit within the Co-operative.

2. **Application**

Application for membership shall be made in writing on the forms provided. There will be a non-refundable application fee of $20.00 per adult. Applicants shall be at least 16 years of age. Applicants shall be approved for membership by the Board of Directors of the Co-operative. There shall be at least one member in each unit.

3. **Repealed – October 15, 2014**

4. **Refusal to Accept Application**

The directors may refuse to accept any application for membership.

5. **Member Loans to Co-operative**

The directors may from time to time provide that each applicant for membership in the Co-operative shall make a loan to the Co-operative of such an amount and upon such terms and conditions as the directors prescribe.

6. **Repealed – October 15, 2014**

7. **Repealed – October 15, 2014**

8. **Suspension**

A member shall be suspended if the member defaults under the Occupancy Agreement that the member has executed with the Co-operative. All voting rights and other rights of the member are suspended automatically if the member is suspended. The suspension shall commence on receipt by the

member of written notice of his suspension by the Board. The suspension - ceases to exist when the default ceases to exist. Any consideration of suspension by the Board of Directors shall be carried out in the same manner as Termination of Occupancy Rights as outlined in ARTICLE XIV of this By-law.

9. **Repealed – October 15, 2014**

10. **Majority Occupancy by Members**
Notwithstanding any other provision of this By-law a majority of the housing units owned or leased by the Co-operative at any time shall be occupied by the members of the Co-operative and their families.

ARTICLE IV – MEETINGS

1. **Meetings**
Meetings shall be conducted in accordance with the By-laws and where applicable Sections 74 to 84 of the Act.

2. **Place**
Meetings of the members shall be held at the place where the Co-operative is located or other place in Ontario designated by the directors.

3. **Notice**
Notice shall be given to each person who is entitled to notice of meetings and who on the record date for notice appears on the records of the Co-operative as a member by sending the notice by hand delivery prepaid mail at least ten (10) days prior to the date of the meeting.

4. **Quorum**
At every annual or other meeting of the members, twenty per cent (20%) of the members or twenty-five (25) members, whichever is the lesser, present in person shall be necessary to constitute a quorum for the transaction of business. If a quorum is not present within thirty (30) minutes of the time for which the meeting is called the meeting is dissolved.

5. **Chairperson**
The president, or any director or officer shall preside as chairperson at a meeting of the members but if at a meeting none of them is present within fifteen (15) minutes after the time appointed for the holding of the meeting, the members present shall choose a person from their number to be the chairperson.

6. **Voting**

A member of the Co-operative has only one vote. No member of the Co-operative shall vote by proxy with the exception of a corporate member who may appoint one of its directors or officers to attend and vote its one vote on its behalf. All questions proposed for the consideration of the members at a meeting shall be determined by a majority of votes cast, and the chairperson presiding at the meeting shall only vote in the case of an equality of votes.

7. **Calling of Meeting**

a) By Directors: The Co-operative shall hold an annual meeting of its members in accordance with the provisions of Section 77 of the Act, but the directors may at any time call a general meeting of the members for the transaction of any business, the general nature of which is to be specified in the notice calling the meeting.

b) By Requisition: Five per cent (5%) of the members of the Co-operative may requisition the directors to call a general meeting of the members for any purpose that is connected with the affairs of the Co-operative. Upon deposit of a requisition stating the general nature of the business to be presented at the meeting and signed by the requisitionists may call the meeting within sixty (60) days from the date of the deposit of the requisition. All matters concerning requisitioned meetings are to be carried out pursuant to Section 77 of the Act.

8. **Record Date for Notice**

The record date for the determination of members entitled to notice of any meeting of members shall be 5:00 p.m. on the day next preceding the date on which notice is given or sent.

9. **Record Date for Voting**

The record date for the determination of the members entitled to vote at any meeting of members shall be forty-eight (48) hours (excluding Saturdays and holidays) before the date of the meeting.

10. **Non-receipt of Notice**

When notice is given to members generally the accidental omission to give notice to any member thereof shall not invalidate any resolution passed or any proceeding s taken at such meeting.

ARTICLE V – DIRECTORS

1. **Management of the Co-operative**

The affairs of the Co-operative shall be managed by a Board of Directors consisting of seven (7) directors of whom all shall be a member of the Co-operative.

2. **Executive Committee**

The directors may by resolution entered upon the minutes of the Co-operative, (a) elect form among their number an Executive Committee consisting of not less than three (3) and, (b) delegate to the Executive Committee any powers of the Board of Directors, subject to the restrictions, if any, imposed from time to time by the said board.

3. **Qualifications**

No person shall be a director of the Co-operative:

a) If he is under 18 years of age; or
b) If he is an undischarged bankrupt or mentally incompetent person; or
c) If he is not a member of the Co-operative; or
d) If he is in default under the Occupancy Agreement between the Co-operative and himself.

4. **Term of Office**

At the first election after occupancy, four (4) directors shall be elected to serve for a two (2) year term, and three (3) directors shall be elected to serve for a one (1) year term. At succeeding annual membership meetings, three (3) Board Members and then four (4) Board Members of the Board shall be elected in alternative years. Each directors so elected shall serve for two (2) years, or until his successor is elected or appointed.

5. **Vacation of Office**

The office of a director shall ipso facto be vacated:

a) If he becomes bankrupt or suspends payment of his debts generally or compounds with his creditors or makes an authorized assignment or is declared insolvent; or
b) If he incurs an indebtedness to the Co-operative which he refuses to pay; or
c) If he defaults under the Occupancy Agreement or any other contractual agreement with the Co-operative; or

d) If he is absent without leave of the directors from three (3) consecutive regular meetings of the Board of Directors; or

e) If by notice in writing to the Co-operative, he resigns his office

6. **Balloting**

Elections shall be by ballot. Any ballot which contains the names of more or less than the number required to be elected shall be void.

7. **Election and Removal**

The directors of the Co-operative shall be elected at each annual meeting. The members of the Co-operative may, by resolution passed by a majority of the votes cast at a general meeting duly called for that purpose, remove any director before the expiration of his term of office and may by a majority of the votes cast at that meeting elect any person in his stead for the remainder of his term.

8. **Remuneration**

The directors of the Co-operative shall serve without remuneration but may be paid any necessary expenses incurred by them about the business of the Co-operative. The Board may also by resolution award special services on behalf of the Co-operative other than the routine work ordinarily required of a director of the Co-operative. No payment shall, however, be made to the directors pursuant to these provisions until the members have given their approval at the annual meeting or at any other meeting of the members called therefore. The directors shall also be entitled to be paid their travelling or other expenses properly incurred by them in connection with the business of the Co-operative.

There shall be no remuneration of travelling expenses with respect to any meeting of the Board of Directors or of the Executive Committee held more than one hundred (100) kilometers from the head office of the Co-operative.

9. **Place of Meeting**

Meetings of the Board of Directors and of the Executive Committee (if any) of the Board of Directors may be held at any place within or outside Ontario, but within any financial year of the Co-operative a majority of the meetings of the Board of Directors and of the Executive Committee shall be held at a place in Ontario. Meetings of the Board of Directors shall be held at such time and on such day as the president or vice-president or any two directors may determine, and the secretary shall call meetings when directed or authorized by the president or by a vice-president or by any two (2) directors. Notice of every

meeting so called shall be given to each director not less than forty-eight (48) hours before the time when the meeting is to be held, save that no notice of a meeting shall be necessary if all the directors are present or if those absent waive notice of such meeting.

For the first meeting of the Board of Directors to be held immediately following the election of the directors by the members or for a meeting of the Board of Directors at which a director is appointed to fill a vacancy in the Board, no notice of such meeting shall be necessary to the newly elected or appointed director or directors in order legally to constitute the meeting, provided that a quorum of the directors is present.

10. **Quorum**

A majority or the directors shall form a quorum for the transaction of business. Questions arising at any meetings of the Board of Directors shall be decided by a majority of the votes. The chairperson of the meeting shall only vote in the case of an equality of votes.

11. **For the Protection of Directors and Officers**

Subject to the provisions of Section 98 of the Act, no director shall be disqualified by his office from contracting with the Co-operative nor shall any contract or arrangement entered into by or on behalf of the Co-operative with any director or in which any director is in any way interested be liable to account to the Co-operative for any profit realized by any such contract or arrangement by reason of such director holding that office or of the fiduciary relationship thereby established.

12. **Liability**

Except as otherwise provided in the Act, no director or officer of the Co-operative shall be liable for:

a) the acts, receipts, neglects or defaults of any other director or officer or employee; or
b) joining in any receipt or act for conformity; or
c) any loss, damage or expense happening to the Co-operative; or
d) the insufficiency or deficiency of title to any property acquired by the Co-operative or on behalf of the Co-operative; or
e) the insufficiency or deficiency of any security in or upon which any of the monies of or belonging to the Co-operative shall be placed out or invested; or

f) any loss or damage arising from the bankruptcy, insolvency or tortuous act of any person, firm or corporation; or

g) any loss, conversion, misapplication or misappropriation of or any damage resulting from any dealings with any monies, securities or other assets belonging to the Co-operative; or

h) any other loss, damage or misfortune which may happen in the execution of the duties of his respective office or trust or in relation thereto; unless the same shall happen by or through his failure to act honestly, in good faith and in the best interest of the Co-operative and in connection therewith to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

13. **Indemnity**

Every director and officer of the Co-operative and his heirs, executors, administrators and other legal personal representative, shall from time to time be indemnified and saved harmless by the Co-operative from and against:

a) any liability and all costs, charges and expenses that he sustains or incurs in respect of any actions, suit or proceedings that is proposed or commenced against him for or in respect of anything done or permitted by him in respect of the execution of the duties of his office; and

b) all other costs, charges and expenses that he sustains or incurs in respect of the affairs of the Co-operative;

with the exceptions that no director or officer of the Co-operative shall be indemnified by the Co-operative in respect of any liability, cost, charges or expense that he sustains or incurs in or about any action, suit or proceeding as a result of which he is adjudged to be in breach of any duty or responsibility imposed upon him under the Act or under any other statute unless, in an action brought against him in his capacity as a director or officer, he achieved complete or substantial success as the defendant.

14. **For the Protection of Others**

Except as otherwise required by paragraph 15 and subject to the exceptions in paragraph 13 the Co-operative may from time to time indemnify and save harmless any person who was or is a party or is threatened to be made a party to any threatened, pending or completed actions, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Co-operative) by reason of the fact that he is or was an employee or agent of the Co-operative or is or was serving at the request of the Co-operative as a director, officer, employee, agent of or participant in another corporation,

partnership, joint venture, trust or other enterprises, against expenses (including legal fees), judgments, fines and amount actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Co-operative, and with respect to any criminal action or proceedings, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, or conviction, shall not, of itself, create a presumption that the person acting or proceeding, had reasonable cause to believe that his conduct was unlawful.

15. **Successful Defense**

To the extent that a person who is or was an employee or agent of the Co-operative has achieved complete or substantial success as a defendant in any action, suit or proceeding referred to in paragraph 14, he shall be indemnified against all costs, charges and expenses actually and reasonably incurred by him in connection therewith.

16. **Right of Indemnity Not Exclusive**

The provisions for indemnification contained in the By-laws of the Co-operative shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under By-law, agreement, vote or members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall endure to the benefit of the heirs, executors and administrators of such a person.

ARTICLE VI – OFFICERS

1. **Assuming Office – Removal of an Officer**

The directors shall annually or more often as may be required elect a president, a secretary and a treasurer. The directors may also elect up to a maximum of three (3) vice-presidents. None of the said officers except the president and vice-president(s) need be a member of the Board of Directors. A vote of the majority of directors shall be necessary for the election or appointment of the said officers. The directors may from time to time elect or appoint such other officers and agents as they shall deem necessary who shall have such authority and shall perform such duties as the directors shall from time to time prescribe. All officers, in the absence of agreement on the contrary shall be subject to removal by resolution of the directors at any time with or without cause provided that a majority of the directors shall vote in favour thereof.

2. **Remuneration**

Officers, who are elected or appointed by the directors and who may not be directors of the Co-operative shall serve as officers without remuneration, and shall not receive directly or indirectly any profit from their positions as officers, but may be paid any necessary expenses incurred by them about the business of the Co-operative.

3. **Delegation**

In the case of the absence of inability to act of the president, vice-president(s} or any other officer of the Co-operative for any reason that the directors may deem sufficient, the directors may delegate all or any of the powers of such officer or officers to any director in the case of the president or vice-president(s), or any member, in the case of all other officers, for the time being, provided that a majority of the directors concurs therein.

4. **Duties of the President**

The president may, if present, preside at meetings of directors, or members. He shall sign all instruments which require his signature and shall perform all duties incident to his office and shall have such other powers and duties as may from time to time be assigned to him by the directors.

5. **Duties of the Vice-President**

The senior vice-president shall be vested with all the powers and shall perform all the duties of the president in his absence or disability or refusal to act as the president. All vice-presidents shall have such powers and duties (if any) as may from time to time be assigned to them by the directors.

6. **Duties of the Secretary**

The secretary shall issue or cause to be issued notice for all meetings of the members and the directors when directed to do so. He shall have charge of the minute books and seal of the Co-operative. He shall sign with the president or other signing officer or officers of the Co-operative such instruments - as require his signature and shall perform such other duties as the terms of his engagement call for or the directors may from time to time properly require of him. He shall keep or cause to be kept a book or books or other suitable records wherein shall be kept recorded:

a) a copy of the Articles of the Co-operative and the By-laws of the Co-operative duly authenticated; and

b) i) the names of all persons who are or have been within ten (10) years registered as members of the Co-operative and the address including the street and number, if any, of every such person while a member; and

ii) all persons who are or who have been holders of debt obligations other than debt obligation s in bearer form of the Co-operative and the address including the street and number, if any, of every such person while a holder in which are set out also the class or series and principal amount of the debt obligations held by such holder; and

c) the names, post office addresses and callings of all persons who are or have been directors of the Co-operative, with a date at which such person became or ceased to be a director.

7. **Duties of the Treasurer**

The treasurer shall have the care and custody of all the funds of the Co-operative and shall deposit the same in the name of the Co-operative in such bank or banks or with such depository or depositories as the directors may direct. He shall keep or cause to be kept proper accounting records in which are set out all financial and other transactions of the Co-operative including without limiting the generality of the foregoing, records of:

a) All sums of money received and disbursed by the Co-operative and the matters with respect to which receipt and disbursements took place; and
b) All sales and purchases of the Co-operative; and
c) The assets and liabilities of the Co-operative; and
d) All other transactions affecting the financial position of the Co-operative.

He shall at all reasonable times exhibit his books and accounts to any director upon application at the office of the Co-operative during business hours. He shall sign or countersign such instruments as require his signature and shall perform all duties incident to his office or that are properly required of him by the directors. He shall be required to give such bond as the directors in their controlled discretion may require and no director shall be liable for failure to require any bond or for the insufficiency of any bond or for any loss by reason of the failure of the Co-operative to receive indemnity thereby provided.

8. **Vacancy**

If the office of the president, vice-president(s), secretary or treasurer shall be or become vacant by reason of death, resignation, disqualification or otherwise,

the directors, by resolution may elect an officer to fill such vacancy.

ARTICLE VII – AUDITORS

1. **Appointment and Removal**

The members of a Co-operative at their first general meeting and at subsequent annual meetings shall appoint one (1) or more auditors to hold office until the close of the next annual meeting.

2. **Qualifications**

No person shall be appointed or act as auditor if:

a) he is or has been, during the preceding two (2) years, a director, officer, or employee of the Co-operative or a partner, employer, or employee or relation to such director, officer or employee; or
b) if he or any partner or employer or related person to him transacts a material] amount of business with the Co-operative; or
c) he or any partner or employer of or related person to him is appointed a trustee of the estate of a Co-operative under the Bankruptcy Act (Canada).

The members may, by resolution passed by a majority of the votes cast at a general meeting duly called for the purpose, remove an auditor before the expiration of his term of office and shall by a majority of votes cast at that meeting appoint another auditor in his stead for the remainder of his term, provided -that the auditor is given notice and an opportunity to make representations as required under Section 124 of the Act.

3. **Report**

The auditor shall make a report to the members on the yearly financial statement to be laid before the Co-operative at any annual meeting during his term of office and shall state in his report whether in his opinion the financial statement referred to therein presents fairly the financial position of the Co-operative and the results of its operations for the period under review in accordance with generally accepted accounting principles applied on a basis consistent with that of the preceding year. If the financial statement contains a statement of changes in net assets or statement of source and application of funds, the auditor shall include in his report a statement of whether in his opinion, the statement of changes in net assets or the statement of source and application of funds presents fairly the information shown therein. The auditor shall attend any meeting of the members at the request of any member, provided notice of such request is given in writing to the Co-operative five (5)

days before the meeting, and shall answer inquiries directed to him concerning the basis upon which he formed the opinion stated in the aforementioned report.

ARTICLE VIII – DISTRIBUTION OF SURPLUS

Any surplus arising from the business of the Co-operative in each fiscal year shall be set aside in retained earnings which is not to be paid or in any way distributed to the members, and shall be applied for such purpose or purposed as are consistent with the objects for which the Co-operative is incorporated, and is conducive to the interests of the Co-operative. The Board of Directors may invest in whole or in part in such investments as it sees fit, and from time to time deal with and vary such investments and depose of all or any part thereof for the benefit of the Co-operative.

ARTICLE IX – SPECIAL PROVISIONS

1. **Members Gain**

   The Co-operative shall be carried on without the purpose of gain for its members and any profit or other accretion to the Co-operative shall be used in promoting its objects.

2. **Dissolution**

   In the event of dissolution of the Co-operative all net assets after payment of liability shall be paid to an organization whose object is the promotion of non-profit co-operative housing or if no such organization is available to accept the assets, to a charitable organization carrying on its activity solely within Canada.

3. **Sector Support**

   The Co-operative, its members and directors will continue to support the growth and evolution of the co-operative housing sector by word and act, by membership or financial support of organizations and associations whose objects are the promotion of non-profit co-operative housing.

ARTICLE – X EXECUTIION OF INSTRUMENTS

Contracts, documents or instruments in writing approved by the Board and/or members, requiring execution by the Co-operative may be signed by the president or vice-president and the secretary or the treasurer and all contracts, documents or instruments in writing so signed shall be binding upon the Co-operative without any further authorization or formality. The Board of Directors is authorized from time to time by resolution to appoint any officer or officers or any other person or persons on behalf of the Co-operative to sign and deliver either contracts, documents or instruments in writing generally or to sign either manually or by facsimile signature and deliver specific contracts, documents or instruments in writing. The term "contracts,

documents or instruments in writing" as used in this By-law shall include deeds, mortgages, charges, conveyances, transfers and assignments of property of all kinds including specifically but without limitation transfers and assignments of loan certificates or other securities and all paper writings.

ARTICLE XI – FISCAL YEAR

The financial year of the Co-operative shall end on the 30th day of June in each year.

ARTICLE XII – NOTICES

1. **Method of Giving**

   Any notice, communication or other document to be given by the Co-operative to a member, director, officer or auditor of the Co-operative shall be sufficiently given if delivered to his last address as recorded in the books of the Co-operative or if mailed by ordinary prepaid or air mail in a sealed envelope addressed to him at his last address as recorded in the books of the Co-operative or if sent by any means of wire or wireless or any other form of transmitted or recorded communication.

2. **Computation of Time**

   In computing the date when notice must be given under any provision of the articles or By-laws requiring a specified number of days' notice of and meeting or other event, the date of giving the notice shall be excluded and the date of the meeting or other event shall be included.

3. **Omissions and Errors**

   The accidental omission to give any notice to any member, director, officer or auditor or the non-receipt of any notice by any member, director, officer or auditor or and error in any notice not affecting the substance thereof shall not invalidate any action taken at any meeting held pursuant to such notice or otherwise founded thereon.

ARTICLE XIII – Repealed – October 15, 2014

ARTICLE XIV – Repealed – October 15, 2014

ARTICLE XV – AMENDENTS

The directors may pass By-laws not contrary to the Act or to the Articles provided that the By-law is confirmed, with or without variation, by at least two-thirds' (2/3) of the votes cast at a general meeting of the members of the Co-operative duly called for that

purpose. No By-law is effective until the foregoing has been carried out.

It shall be the duty of the secretary to file with the Credit Unions and Co-operatives Branch, Provincial Ministry of Consumer and Commercial Relations, a certified copy of any By-laws changing the location of the head office of the Co-operative or increasing or decreasing the number of directors, within ten (10) days of confirmation thereof by the members, as required under the Act.

Where the terms of any present or future By-law of the Co-operative contradict or are inconsistent with ARTICLE VI, 2. and ARTICLE IX, 2., these sections shall always prevail and the other terms shall be inoperative to the extent of such contradiction or inconsistency whether the contradiction or inconsistency arises on or after the enacting of the By-law.

PASSED by the Board of Directors of the Co-operative at its meeting held on the 7th day of April, 1986.

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members of the Co-operative held on the 20th day of April, 1986.

David Wentz
President

Amended October 15, 2014

PASSED by the Board of Directors of the Co-operative at its meeting held on the 10th day of September 2014.

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members of the Co-operative held on the 15th day of October, 2014.

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Selina Edwards

Secretary

By-Law No. 2

PARTICIPATION

Passed by the Board of Directors on January 18, 1987

Confirmed by the members on Mar 1, 1987

Amended by the Board of Directors on August 16, 2017

Confirmed by members on Oct 18, 2017

Article 1: Purpose Of By-Law

The right of members to determine how the Co-op will be run brings with it the responsibility to participate actively in the Co-op. Participation involves taking part in decision making at members' meetings, as well as assisting with the management, operation and ongoing development of the co-op community.

This By-law sets out each member's participation responsibilities. It is designed to ensure that the responsibility for governing, managing and operating the Co-op is shared fairly members' meeting, as well as that sufficient volunteer resources are available to meet the requirements of the Co-op.

Article 2: Participation Required

2.1 **Attendance at Meetings of Members**

Each member is required to attend all general members' meetings unless prevented by illness, emergency, work schedule or other reasons which the Board of Directors (the "Board") considers acceptable.

If a member is unable to attend any general members' meeting, the member must provide the Co-op with written notice specifying the reason they will be unable to attend. The notice must be provided in advance of the meeting except in case of an unforeseen emergency. Any unexcused absences from the general members' meeting will require a written or in person explanation to the President of the Board of Directors or their designate within 30 days of the date of the missed meeting.

2.2 **Assisting in the Activities of the Co-op**

In addition to attending members' meetings, each member must assist in the activities of the Co-op by serving on the Board or on a committee and/or by assisting on a regular basis in other areas of the Co-op's operation. Participation is compulsory; however, the actual areas of assistance will be voluntary, based on members' availability and abilities.

2.3 **Exemption for Participation**

Upon application to the Board a member may be exempted, either temporarily or indefinitely, from the requirement to assist in the activities of the Co-op described in ARTICLE 2.2. Grounds for exemption may include ill health, infirmity, participation in other levels of the co-op sector, or other reasons which the Board considers acceptable.

In addition, upon application to the Board, a member may be excused from the participation requirements of this By-law if they expect to be absent from the Co-op for an extended period of time.

2.4 **Participation by Each Member**

The participation requirements referred to in this By-law apply to each adult member of a unit individually. Participation is not measured based on the household.

Article 3: Monitoring And Evaluating Participation

3.1 **Member Involvement Procedures**

Working with the Board, the Member Involvement Committee will establish procedures ("Member Involvement Procedures") for monitoring and evaluating the current participation of members and the Co-op's program for facilitating member participation. The Committee will model participation for new members and encourage participation within the general membership.

3.2 **Member Involvement Survey**

The Member Involvement Procedures will provide for a periodic survey of members. Members will be asked to report on ways in which they have participated and ways in which they would be interested in participating in the future.

3.3 **Member Involvement Committee**

The Member Involvement Committee, or other committees appointed by the Board, will be responsible for monitoring and evaluating participation by members and following up with individual members, as necessary, concerning their participation.

The Committee will also oversee an orientation program for new members that facilitates their entry into the Co-op, reinforcing our values and expectations of them.

The committee will present an annual report to the Board, prior to fiscal year end, reviewing member participation in the Co-op and making recommendations for improving the member involvement program.

Article 4: Requirement For Improved Participation

4.1 **Referral to the Board**
Following efforts to work with a member to improve their participation, should the Member Involvement Committee feel that the member's participation continues to be unsatisfactory, the Committee will refer the matter to the Board.

4.2 **Board Hearing**
If the Board considers that a member's participation is unsatisfactory, the Board may require the member to appear at a Board meeting to discuss the matter.

By-Law No. 7

INVESTMENT

The purpose of this By-Law is to establish the conditions under which the funds of the Co-operative will be invested.

ARTICLE 1 – GENERAL

1. The Board of Directors shall invest all reserve funds in accordance with our current agreement with Canada Mortgage and Housing Corporation. (See Schedule 1)

2. Funds shall be invested in a manner that does not jeopardize the financial stability or interfere with the normal operations of the co-op.

3. Interest earned on investments must be used to benefit the co-op as a whole. No individual Members may benefit in a way that is not generally available to all Members of the co-operative.

4. In order to ensure the Replacement Reserves are sufficient to fund necessary capital replacements and improvements, the interest earned on the investment of reserve funds shall accrue directly to the Capital Replacement Reserve and shall not be treated as operating income.

5. Surplus funds generated from the Operating Budget will be invested in the Capital Replacement Reserve.

6. When investing the funds of the co-operative, preference shall be given to investments with credit unions and other co-operative financial institutions if the terms of such investments are reasonably comparable to or better than those generally available.

ARTICLE 2 – OBJECTIVES

1. To support the funding of capital projects.

2. To support the provision of adequate working capital for the co-operative.

3. To offset or reduce the effect of inflation on reserves and operations.

ARTICLE 3 – TERMS OF INVESTMENTS

1. Where appropriate, the investments shall be held until maturity.

2. The term of the investments should consider the Co-operatives annual and long-term capital replacement reserve plan, to ensure there is adequate funds available when future capital replacements are required.

ARTICLE 4 – ROLE OF THE BOARD OF DIRECTORS

1. The Board of Directors, in accordance with the criteria of CMHC's operating agreement and the Co-operative's Investment By Law # 7, are the only persons who have authority to make decisions regarding the co-operatives investments.

2. The Board may appoint a sub committee to review and make recommendations to the Board on investment strategies or changes to investment strategies. The Board will approve the investment strategy and all changes to that strategy.

3. In the event of an emergency, the Board will make every attempt to hold an emergency Board Meeting. If the nature of the emergency does not allow time for and emergency meeting, then the Treasurer, and the President and Vice-President or any two of them, are authorized to make decisions and give direction regarding investments. This decision must be ratified at the next regular Board Meeting.

4. All purchases, sales and renewals of investments require approval of the Treasurer and one of either the Manager or the Bookkeeper. The Board will on a semi-annual basis review the investments to ensure they adhere to the investment By Law # 7.

ARTICLE 5 – ROLE OF STAFF

1. The Manager and the Bookkeeper, on the recommendations and direction of the Board will be the contact person(s) for purchase and sale of investments.

2. The Manager in consultation with the Bookkeeper shall review the investment statements and make recommendations to the Board regarding changes in the investments that they consider to be in the best interest of the co-op.

SCHEDULES TO THE BY-LAW

Schedule 1 – CMHC's investment criteria for Capital Replacement Reserve Funds.

APPROVED BY THE BOARD OF DIRECTORS: February 28, 2007

APPROVED BY THE GENERAL MEMBERS MEETING: April 11, 2007

BOARD SIGNATURE: _____

By-Law No. 7

INVESTMENT

SCHEDULES TO THE BY-LAW

Schedule 1 – CMHC's Investment Criteria for Capital Replacement Reserve Funds.

Investment Criteria for Replacement Reserve Funds
Excerpt from letter to Hazelburn Co-op (Section 95), August 2005
From Marcia Villamoya, CMHC

Eligible investments:

- Treasury bills, bonds, debentures, or any other fixed income security of or guaranteed by:
  - Canadian government or its Crown agents, including Canada Mortgage Bonds
  - Any province or territory of Canada or their Crown agents
  - Canadian corporate and financial institutions
- Asset-backed securities; that is, securities collateralized by assets that are not mortgage loans, including
- Asset-backed commercial paper:
  - Accounts, term deposits or GIC's of any financial institution that is a member of a Canadian federal, provincial or territorial government deposit insurance plan (although total deposits may exceed the insurance limits), or
  - Money market mutual funds qualified for sale in Canada

Ineligible investments:

- Callable bonds and other forms of structured investment products
- Equities
- Derivatives (financial contracts such as swaps, options, forwards and futures)
- Short sales (the sale of a security that is borrowed or not owned0
- Leveraged purchases (investments subject to a multiplier effect on profit and loss from a small change in sales, quantity or price)
- Purchases on margin, or
- Speculative transactions (characterized by the acceptance of greater exposure to price change and risk of loss)

By-Law No. 8

SPENDING

The Spending By-Law sets out the rules for how the co-op's money is spent and who must give permission for each type of spending.

ARTICLE 1 – GENERAL

1. Each year the members will approve an operating budget for the next fiscal year.

2. These spending rules must be restrictive enough to ensure that spending is undertaken according to decisions approved by the members and the Board of Directors. Spending Rules must also be flexible enough to allow staff to make the day to day spending decisions to manage the co-op and deal with emergencies.

3. The Board of Directors has exclusive authority to authorize a liability within the following categories:

    a. Employment Contracts
    b. Insurance Policies
    c. Legal and Accounting Services
    d. Mortgage
    e. Municipal Services
    f. Cable TV
    g. Such other liabilities as the Board may specify

ARTICLE 2 – OPERATING

1. The Board has the authority to spend the operating funds of the co-op in each fiscal year up to the amount of the complete operating budget. The Board can use a surplus in one category to offset a deficit in another category within the budget, The Board can also use any contingency allowance to cover a deficit in a category of the budget.

2. Individual members and committees of the co-op may not authorize expenditures or otherwise make financial commitments on behalf of the co-op unless the Board has given them explicit authority to do so.

3. The Board may delegate authority to spend funds to the staff of the co-op. The Board may also delegate spending authority to committees for a specific expense or type of expense.

4. No person may initiate or approve any expense or purchase where that person has any conflict of interest in the matter.

5. The Board may appoint an Adhoc Committee to assist with special projects such as updating and revising the Capital Replacement Reserve fund or assisting with the budget process.

6. Should the Board feel that a change in the total operating expenses and/or housing charge is required during a fiscal year, the Board must call a special meeting of the members to consider the change.

ARTICLE 3 - BUDGET

1. The staff will submit a draft budget to the Board in February for their review and approval. The budget will be presented to the members for approval at the Spring General meeting.

2. All Committee requests for budget funding must be submitted to the office by the end of January.

ARTICLE 4 – CAPITAL EXPENSES

1. The Board will follow the Approved Replacement Reserve Plan.

2. The Board is authorized to spend the co-op's funds for capital expenses as per the Replacement Reserve Plan.

3. The Board will monitor the capital reserve plan and update it as required. Upon Member approval, the Board will submit updates and revisions to the Agency for Co-operative Housing for approval. The Board will endeavor to update our capital reserve plan every five years.

4. The Board must approve contracts and other documents that commit the co-op to spend significant amounts of capital funds. The Board can delegate authority

to the staff to spend lesser amounts. When the Board delegates authority, it must set limits on the amounts staff may spend and give any specific directions relating to the expenses that it considers appropriate.

5. No person may initiate or approve any capital expense or purchase where that person has any conflict of interest in the matter.

6. Discretionary Expenses of more than $5000.00 require three bids or quotes to be obtained. The Board does not have to choose the lowest bid or quote. It may choose another quote for reasons such as quality, experience and timing. In cases where the co-op has used a particular supplier or contractor regularly and has determined previously that their prices are competitive, and their quality of work has been proven, this requirement may be waived at the discretion of the Board of Directors. The Manager will from time to time review the prices to ensure they remain competitive.

ARTICLE 5 – EMERGENCY EXPENSES

1. Emergency expenses are those expenses the co-op must make immediately because a delay will:

   a. Risk property damage, or
   b. Endanger the safety of persons or property, or
   c. Disrupt essential services to members (for example, light, power, heat, hot water, refrigeration, cooking)

2. Any two Board Members can authorize an emergency expenditure up to $2000.00 on the co-op's behalf without further authority from the members. The Board may delegate authority for emergency expenditures to co-op staff or any other persons.

3. All unbudgeted emergency expenses must be reported to the Board. Significant unbudgeted emergency expenses will be reported to the members at the next General Meeting.

ARTICLE 6 – COMMITTEE SPENDING

1. When the Board of Directors delegates spending authority to a committee for specific items, activities or events, the committee may spend only within a member approved committee budget. The committee budget will detail proposed expenses and estimated revenue (if any).

2. If a committee has a member approved budget for the year, covering a series of activities and events, the committee may revise the budget and report the revisions to the next meeting of the Board, but must not exceed the total committee budget for the year without prior Board approval.

3. Any committee with an approved budget must submit an Advance Request Form to the office. The form will detail the expenses, the date the expenditure was approved by the committee, and signature of the member receiving the advance. Receipts must be submitted to the office within 30 days of the expenditure. No further advance will be issued until the outstanding advance has been reconciled. All expenditures must be approved by the committee and noted in the minutes.

ARTICLE 7 – INTERNAL CONTROLS

1. The President, Vice President, Corporate Secretary and Treasurer are the signing officers for the co-op.

2. Cheque signing:

   a. Signing officers will not sign a blank cheque in advance.
   b. Cheques will not be written to 'cash'.
   c. Two signatures are required on all cheques, contracts and accounts (for initial set up)

3. The signing officers acknowledge that when signing the front page of the monthly financial package, they are approving that they have reviewed the following:

   a. All cancelled cheques attached to the bank statement are accurate
   b. All automatic withdrawals match the invoice for the expense
   c. All automatic payroll withdrawals are accurate.

4. All invoices will be stamped with the co-op cheque requisition stamp. The signing officers will initial the (invoice checked by) portion thereby approving the expenditure and any attached receipts.

5. The Board will review the monthly financial report provided by staff. The report will include the financial statements, arrears report and bank statements. The report will compare budgeted income and expenses to actual income and expenses.

6. Credit Cards – The Board may authorize staff to hold a co-op credit card with a spending limit not to exceed $10,000.00. These cards should only be used for co-operative use. Personal purchases are not permitted. The cards are the property of the co-op and must be returned to the co-operative upon termination of employment.

7. Petty Cash – All expenditures reimbursed through the Petty Cash must be accompanied by receipts. Petty Cash will not exceed $150.00 unless approved in advance by the Board.

8. Laundry Revenue – Coins from the laundry machines will be collected monthly by two Staff or Board Members and sent to the bank by courier.

ARTICLE 8 – CONFLICT OF INTEREST

1. No person shall make or take part in any purchase or payment that benefits that person.

Approved by the Board of Directors: February 28, 2007

Approved by the Members: April 11, 2007

Board Signature: C. Leschied Secretary

By-Law No. 9

SMOKING

In order to comply with the Smoke Free Ontario Act, Hazelburn Co-op prohibits smoking in all common areas including the elevators, stairwells, hallways, parking garages, laundry room, lobbies, Stella Room, Playroom, Recreation Room, Meeting Rooms, Office, Maintenance Areas, etc.

Due to the proximity of the Playroom, smoking is also prohibited on the second-floor terrace from 6:00 a.m. to 9:00 p.m. FROM APRIL 1st to OCTOBER 30th.

Smoking is restricted to member's private units and THE SMOKING SECTION OF THE outdoor roof top garden area. THE SMOKING SECTION OF THE OUTDOOR ROOF TOP GARDEN AREA SHALL BE DETERMINED AT THE DISCRETION OF THE BOARD.

Members are responsible for their guests and are required to ensure their guests comply with the Smoking By-Law. Members and guests are required to use the designated ashtrays.

Approved by the Board of Directors: March 20, 2013

Approved by the General Membership: April 17, 2013

By-Law No. 10

SUBSIDY

Previously Policy No. 3.20

Passed by the Board of Directors on March 24, 2010

Confirmed by the members on April 14, 2010

Amended by the Board of Directors on March 17, 2021

Confirmed by the members on April 7, 2021

C.M.H.C. REQUIREMENTS (IN THE OPERATING AGREEMENT)

1. **Who Qualifies for a Subsidy?**
   Only residents for whom the breakeven housing charge equals more than 25% of their gross monthly income are eligible for a subsidy.

2. **Maximum Depth of Subsidy**
   No resident may receive a subsidy greater than that for which they qualify according to the Federal Government's graduated housing scale (see attached).

3. **Income Verification**
   All residents in receipt of a subsidy must verify their household income on initial application, and annually thereafter, on an anniversary date specified by the Co-op.

4. **Documentation Required for Income Verification**
   This is specified in the Schedule 1 (attached).

5. **Member Selection**
   15% of Co-op members must be housed on a housing-charge-geared-to-income basis, provided that there are sufficient fund.

CO-OPERATIVE'S POLICIES AND PROCEDURES

The Subsidy Program will be administered by the Manager and the Bookkeeper who will report to the Board of Directors.

ADMINISTRATION OF SUBSIDY POLICY

The Manager or the Bookkeeper will have the applicant fill out a subsidy form, determine the applicant's eligibility, calculate the subsidy amount and make a recommendation to the Board as to whether the applicant qualifies or not and if so, whether the funds can be allocated to the individual household. The Board will have final approval of all new applicants.

ELIGIBILITY CRITERIA

Subsidy dollars will be allocated proportionately to the following groups:

Priority 1	Special needs (modified units),
Priority 2	Families and seniors

Full time students with no dependents will not be eligible for a subsidy.

DEFINITIONS

A family shall be defined as a household with live-in dependents. A senior is an individual who is sixty (60) years or older. The Co-op may designate a group of people or a household as a "special need" and assign them priority for subsidy funds if their problem in finding decent affordable housing in the marketplace is exacerbated by (1) physical or mental handicaps; (2) age or (3) life crisis. The family head, for the purposes of calculating subsidy, will be the highest income earner in the household. The spouse, for the purposes of calculating subsidy, will be the second highest income earner in the household.

1. **The Disposable Income Index**

   Gross adjusted monthly income (as defined by Canada Mortgage and Housing Corporation)

   less the household's current housing charge

   equals the disposable income per household

   divided by number in household equals the disposable income index.

   The lower the disposable income index, the higher the priority on the waiting list. A couple is defined as two (2) adults who would in the normal scheme of things share a bedroom for the purposes of sleeping.

ALLOCATION OF SUBSIDY FUNDS

Priority for Allocation

1. **Occupancy**

   Allocation will be made on the basis of need as defined by the "Disposable Income Index".

2 **Minimum Subsidy**

   The minimum subsidy to be allocated will be $200.00 per month.

3 **Maximum Subsidy**

   As defined by CMHC.

4 **Definition of Income**

   The definition of income in the operating agreement with Canada Mortgage and Housing Corporation shall be used in calculating subsidy. See Schedule 3 (attached).

Assets/ Investments

1. **Income Yielding**

Income received from assets, is to be included as income. This would encompass dividends paid on stock/investment papers, and interest received on a regular basis as follows:

a) savings accounts; or
b) stocks and bonds; or
c) debentures; or
d) bank deposits, or bank notes, or term deposits; or
e) trust accounts; or
f) credit unions; or
g) mortgages or loans; or
h) all other income-bearing assets/investments.

Note: There is no forgiveness to be applied to income yielding assets, i.e. all income from income-yielding assets should be included in the applicant's/resident's gross income.

2. **Non-Income Yielding**

Generally, non-income yielding assets may be in the form of real estate, bank chequing accounts, etc. It may also be in the form of some type of investment or loan on which the receipt of interest or dividends has been deferred. Some examples are listed as follows:

a) paid up life insurance; or
b) equity in business interests that do not produce a return; or
c) investments in precious metals (e.g. gold and silver); or
d) investments in precious gems or expensive jewelry; or
e) investments in expensive antiques (e.g. furniture or automobiles); or
f) investments in valuable art. (see also Assets Transferred.)

Money may also be tied up in investment papers which do not yield interest/dividends for a specified period of time (e.g. five (5) years).

3. The following guideline is to be used as a minimum determination of income and housing charge:

a) For non-income producing assets in excess of $5,000 appraised value, an imputed rent of $4 per $1,000 worth of assets per month should be added to the basic monthly rent. The forgiveness of the first $5,000

applies to the household. Couples, therefore, should not be given double forgiveness.

For Example

Total Value of Assets	$7,700.00
$7,700.00 - rounded to	$7,000.00
minus	$5,000.00
equals	$2,000.00

2 x $4.00 equals $8.00 per month.

b) The valuation date for all non-income yielding assets should be the date of each lease renewal or each income verification.

4. **Changes in Income**

a) Hz (internal) Subsidy recipients are required to report and supply new proof of income for income changes of $250.00 per month or more. When a change of income will result in a change of subsidy level, the following policy will apply:
b) FCHI-2 Subsidy recipients are required to report and supply new proof of income for income changes of $25.00 per month or more. When a change of income will result in a change of subsidy level, the following policy will apply:

1. **Increases**

Where an increase in income results in a increase in the housing charge to be paid by the member, the increase will be effective sixty (60) days after the first (1st) of the month after the effective date of the increase.

2. **Decreases**

A decrease in the housing charge as a result of a decrease in income will be effective the first (1st) day of the month following notification of the change, and the receipt of new income verification to the Co-op by the member providing their Disposable Income Index is the lowest on the internal waiting list and subsidy funds are available.

INTERNAL WAITING LIST FOR SUBSIDY

1. An internal waiting list for subsidies will be maintained. The following policies will govern the administrator of the list:

a) The internal list will have priority over the external waiting list; and
b) in any given month, subsidy will be granted on the basis of the Disposable Income Index (as defined above) with the lowest index number receiving subsidy first; and

c) income, family size and household's current housing charge for the occupied unit will be the only factors used in determining need; and
d) when an applicant who otherwise meets the criteria needs more subsidy than is available, a reduced subsidy may be offered.
e) members must reside in the co-op for a minimum of five years before they can apply for the internal wait list.

EXTERNAL WAITING LIST

1. When subsidy funds become available which are not required internally, the following procedures will apply:

a) When subsidy funds (and a vacant unit) become available, the Manager or Bookkeeper will review the first name on the external waiting list for the unit size available; and
b) if the subsidy available is less than is required, the Manager or Bookkeeper will determine the feasibility of offering the subsidy; and
c) if this is not feasible, the non-subsidy external waiting list will be consulted in order to fill the vacancy unless the number of subsidized units is below 15% of the total number of units; and
d) if the vacancy cannot be filled from the first name on the non-subsidy external waiting list, then the Manager or Bookkeeper will alternate between the two external waiting lists (subsidy and non-subsidy) until a member is found to inhabit the unit.

2. **Amount of Subsidy**

The amount of subsidy will vary according to income, family size, and a percentage determined by the Board of Directors. The amount of Subsidy for members whose income is less than $508.00 per month shall be determined according to Schedule 2 (attached – subject to change). The amount of subsidy will be based on the current Housing Charge not including parking or cable.

Members who are over-housed who apply for short term emergency subsidy, will only be allocated subsidy funds up to the size of unit they qualify for. i.e. a couple may only receive assistance to the housing charge of a one-bedroom unit.

Emergency subsidy will be allocated on a case by case basis and only if funds are available.

3. **Choice of Layout**

Subsidy applicants shall be offered the housing unit with the lower housing

charge if more than one (1) unit is available at that time.

4. **False Declaration of Income**
A household which has declared a false income will be required to reimburse the Co-op for any subsidy funds unjustifiably obtained. Failure to make such restitution will result in the initiation of eviction proceedings.

5. **Households Being Evicted**
Any subsidy allocated to a household which is being evicted will terminate on the date on which their unit is required to be vacated, as determined by the Board of Directors.

6. **Occupancy Agreement**
In all cases, the full amount of the housing charge, and not the subsidized rate, will be entered into the member's occupancy agreement.

7. **Persons-per-Bedroom Restrictions**
The following restrictions will apply to allocation of units to subsidy recipients:
Note: For the purposes of the persons-per-bedroom calculation a married or common law couple or same sex couple will be considered as one person)

One Bedroom	**Qualifies**	**Does Not Qualify**
1-2 occupants	1 single	Couple with children
	Single parent with 1 child under 2 years	Single parent with one child over 2
	Couple	Single parent with children

Two Bedroom	**Qualifies**	**Does Not Qualify**
2-5 occupants	Single parent with 1-4 children	Couple
	Couple with 1-3 children	Families of 6 or more
	2 singles	

Three Bedroom	**Qualifies**	**Does Not Qualify**
3-7 occupants	Single parent or couple with 3-5 children	Single parent with 2 children of the same sex under 12
	Couple or single with 2 children of the opposite sex	Couple with 2 children of the same sex under 12
	Single parent with 2 children one or both of whom is over 12	Couple with 1 child
	Couple with 2 children one or both of whom is over 12	
	Three generations of families	
	3 singles	

If the family size changes and the person-per-bedroom criterion is no longer being met:

a) If they are willing to move to an appropriate size of unit but none is available, they will continue to be subsidized for up to one year or until the first appropriate unit is available. If they do not move within the specified period, their subsidy will decrease to the level for which they qualify.

b) If they wish to remain in their unit they may do so but will be subsidized only to the level of the appropriate unit size.

8. **Parking**

Parking is not included in the monthly housing charge. Members receiving subsidy may rent parking spots in accordance with the parking policy.

Schedules
And
Attachments

SCHEDULE 1: ACCEPTABLE FORMS OF PROOF OF INCOME

1. If you are regularly employed, submit one of the following:
   - ☐ confirmation letter from your employer, stating gross wages and hours, or annual salary and overtime pay this year; or
   - ☐ three consecutive pay stubs.

   T4 slips or income tax returns are NOT acceptable documents by themselves.

2. If you are receiving social assistance
   - ☐ submit a letter from your caseworker or the social agency indicating the size of your family and the amount of benefits received.

   A photocopy of your benefits cheque is not sufficient documentation by itself.

3. If you receive a pension, submit one of the following:
   - ☐ a confirmation letter; or
   - ☐ copies of your monthly pension cheques or the slips sent to you with the cheque.

4. If you are self-employed, submit either of the following:
   - ☐ a letter or financial statement from a chartered accountant indicating the net income of your business and total withdrawals from your business as a personal salary in the last year; or
   - ☐ a statutory declaration, sworn before either a notary public or a commissioner of oaths, of your earnings in the past twelve months and projected earnings for the next twelve months. This declaration must be accompanied by a copy of your last income tax return.

5. If you are irregularly or seasonally employed, submit:
   - ☐ your last income tax return and T4 slips, as well as a confirmation letter from your current employer (or copies of your employment warrant cards), and an estimate of your earnings for the next twelve months.

6. If you are currently unemployed, submit:
   - ☐ a minimum of 3 consecutive copies of your latest employment insurance warrant cards.

7. Interest and dividends:
   - ☐ provide a letter from the appropriate bank/trust company to indicate income for the last six months. You will be asked to support this with copies of T5s when available.

8. Life and fixed term annuities/income coming from RRIF and RSP/RRSP:
   - ☐ provide a letter or statement from applicable company/bank.

9. Rental income:
   - ☐ provide a copy of the lease and a copy of your income tax return to provide us with the net figure.

10. Support received:
   - ☐ provide a copy of the applicable court order.

Note: all members receiving subsidy must provide their current tax assessment each year.

SCHEDULE 2: SUBSIDY RATE CHART

Family Type	New as of Sept 30, 2017			
OW	**Basic Needs**	**Max Shelter**	**Max OCB**	**Total**
Single	$337	$384	$0	$721
Single Parent - 1 child	$354	$632	$114	$1,100
Single Parent - 2 children	$354	$686	$229	$1,269
Couple	$486	$632	$0	$1,118
Couple - 1 child	$486	$686	$114	$1,286
Couple - 2 children	$486	$744	$229	$1,459
ODSP				
Single	$662	$489	$0	$1,151
Single Parent - 1 child	$805	$769	$114	$1,688
Single Parent - 2 children	$805	$833	$230	$1,868
Couple	$954	$769	$0	$1,723
Couple - 1 child	$954	$833	$114	$1,901
Couple - 2 children	$954	$904	$230	$2,088

SCHEDULE 3: DEFINITION OF INCOME

For the purposes of this agreement “income” means the aggregate gross income in whatever form received of all members of the family or of an individual where applicable, excluding:

1. Earning of children in regular attendance at recognized institutions of learning; Funds for tuition, such as scholarships, bursaries, and contributions from non-resident family members;
2. Living out or travelling allowances of a family head;
3. Income of working spouse up to $900 per annum; *(this is reflected in the $75 deduction for working spouse in the calculation)*
4. Income from any source other than social assistance payments of a one parent family up to $900 per annum; *(this is reflected in the $75 for single parent other than social assistance deduction on the calculation)*
5. Earning in excess of $75 per month of all members of the family other than the family head or spouse. This will include persons related by blood, marriage or adoption, or other persons who may reasonably be assumed to form part of the family. *(this is reflected in the $75 deduction for other income earners in the calculation);*
6. Capital gains such as insurance settlements, inheritance, disability awards, sales of effects; and
7. Family allowance

Social Assistance Recipients
Occupants receiving Ontario works or ODSP shall pay the shelter component or the amount required by application of the total payment to the percentage of income as per the subsidy policy whichever is greater.

HAZELBURN CO-OPERATIVE HOMES OF TORONTO INC.
178 JARVIS STREET, TORONTO, ONTARIO, CANADA M5B 2K7
Telephone: 416-863-1851 • www.hazelburn.org

You Hold the Key: Protect Affordable Homes. Renew Rental Assistance Now.

Housing Co-op Board of Director Resolution

WE RESOLVE:

1. THAT our housing co-op urges the federal government, including the Minister of Housing, Infrastructure, and Communities and our local Member of Parliament, to commit to long-term rental assistance by renewing the Federal Community Housing Initiative (FCHI) and the Canada Community Housing Initiative (CCHI).
2. THAT our housing co-op work with regional co-op housing federations and CHF Canada to advocate for the renewal of long-term rental assistance, ensuring that low-income co-op households can continue to live securely and affordably in strong co-op communities.

OUR REASONS FOR THIS RESOLUTION ARE:

1. Co-op housing is one of Canada's most effective and resilient housing models, providing long-term affordable housing for low- and moderate-income households.
2. Long-term rental assistance from the federal government helps ensure that co-ops can continue to offer deeply affordable homes to households that need them most, while also maintaining the financial sustainability of their communities.
3. Without an extension, many low-income households will face housing costs they cannot afford. Rental assistance provides essential support by helping ensure these households do not spend more than 30 percent of their income on housing.
4. Rental assistance through FCHI and CCHI is scheduled to end in 2028. This creates precarity and stress for households receiving rental assistance, as well as for the co-op that depend on a stable, mixed-income model.
5. Allowing rental assistance programs to expire without a replacement would undermine decades of federal investment and could displace long-standing community members, including families with children and seniors.
6. Renewing federal rental assistance will protect thousands of homes and strengthen inclusive, mixed-income co-op communities across Canada.

By-Law No. 11

DISCRIMINATION AND HARRASSMENT

ARTICLE 1 – STATEMENT OF INTENT

All co-op staff and members should enjoy a workplace that is free from discrimination and harassment as defined in this by-law.

ARTICLE 2 – PURPOSE OF BY-LAW

The purpose of this by-law is to:

a. define discrimination and harassment;
b. set out how the co-op will respond to reports of discrimination or harassment in the workplace;
c. identify roles and duties when discrimination or harassment take place in the workplace.

ARTICLE 3 – POLICY

1. **Discrimination**

It is the policy of the co-op to recognize the worth of each of its members and members of its workforce and to provide for equal rights and opportunities without discrimination. The co-op will not practice discrimination in its practices by reason of:

- race
- creed
- colour
- religion
- nationality
- ancestry
- place of origin
- native language (for staff, subject to ability to perform the core duties of the job)
- age
- sex

- sexual orientation
- marital status
- family status
- disability (for staff, subject to being able to perform the core duties of the job)
- record of offenses (subject to exceptions available at law)
- political affiliation
- gender
- gender identity
- or any other ground prohibited by law.

2. Harassment

Employees and members of the co-op have the right to freedom of harassment by other employees, members of the Board of Directors and members of the co-op generally. Harassment means:

a. pattern of comment or conduct based on one or more of the following grounds that is known or ought reasonably to be known to be unwelcome:
    - race
    - creed
    - colour
    - religion
    - nationality
    - ancestry
    - place of origin
    - native language (for staff, subject to ability to perform the core duties of the job)
    - age
    - sex
    - sexual orientation
    - marital status
    - family status
    - disability (for staff, subject to being able to perform the core duties of the job)
    - record of offenses (subject to exceptions available at law)
    - political affiliation
    - gender
    - gender identity
    - or any other ground prohibited by law.

b. sexual harassment as defined below;
c. any of the following behaviour, whether or not related to the grounds listed in (a) above:
    - verbal abuse or threats, unwelcome remarks, jokes, innuendo or taunting;
    - displaying pornographic or other offensive or derogatory images;
    - practical jokes causing awkwardness or embarrassment;
    - unwelcome invitations or requests, whether indirect or explicit;
    - intimidation;
    - condescending or patronizing behaviour
    - undermining a person's self-respect;
    - unnecessary physical contact such as patting or pinching;
    - physical assault.

3. **Sexual Harassment**

Sexual harassment includes:

- unwelcome comment or conduct with sexual overtones;
- leering or unwelcome gestures;
- a sexual advance or solicitation made by a person who is in a position to grant or deny a benefit to another;
- threat of or actual reprisal for rejecting his or her advance by a person in a position to grant or deny a benefit to another person.
- Sexual harassment is coercive or one-sided. Relationships existing with the express consent of both parties will not constitute sexual harassment.

ARTICLE 4 – RIGHTS AND DUTIES

1. **Rights**

Staff and members have a right:

- to file a complaint without fear of retaliation;
- to choose a person to be with them during meetings about their complaint. This can be a lawyer or other person;
- to be told about the process for looking into the complaint;
- to get information about the review of their complaint;
- to get information about the action taken by the co-op because of the complaint;
- to be treated fairly while the co-op is looking into the complaint.

2. **Duties**

- Staff and members who believe they have been discriminated against or harassed have a duty to communicate clearly to any person who they believe has discriminated against or harassed them and to say that the behaviour was unwelcome, unless it is unreasonable to expect them to do so.
- Staff and members have a duty to report any incidents of harassment or discrimination they become aware of, even if they are not personally involved.
- Staff and members who file a complaint have a duty:
  - to report their complaint to their supervisor, staff liaison officer, ombudsperson or board member as appropriate;
  - to co-operate with the people who are looking into the complaint.

3. **Rights of the Person Accused of Discrimination or Harassment**

A person who has a complaint filed against him/her has the right:

- to be told that a complaint has been filed;
- to be told about the process for looking into the complaint;
- to get a copy of the statement setting out the complaint and to have the chance to respond;
- to choose a person to be with them during meetings about the complaint. This can be a lawyer or other person;
- to be treated fairly during the process of looking into the complaint.

4. **Duties of the Person Accused of Discrimination or Harassment**

Anyone accused of discrimination or harassment has a duty to co-operate with the person who is looking into the complaint and to co-operate with the co-op in dealing with the complaint.

ARTICLE 5 – MAKING A COMPLAINT

Staff or members must outline their complaint in writing and give it to their supervisor or staff liaison officer, co-op manager, board member or ombudsperson, as appropriate. If the complaint is about discrimination or harassment by the supervisor, co-op manager, the staff or member should give the written complaint to the co-op president or another board member.

ARTICLE 6 – TIME LIMITS

Complaints under this section should be made as soon as possible after the alleged event. Any delay in making a complaint may make the investigation more difficult.

ARTICLE 7 – COMPLAINT REVIEW PROCESS

a. The co-op must respond to every complaint without delay.
b. All complaints will be reported to the board as soon as practicable.
c. The board will appoint one or two individuals to investigate the complaint, ensuring that they give the complainant and the accused person opportunities to be interviewed.
d. If the complaint raises a conflict of interest with any of the individuals who would be assigned to investigate the complaint and if no neutral individual can be found within the co-op, the board must appoint a neutral person from outside the co-op to look into the complaint.
e. The individual(s) tasked with investigating the complaint will interview, in person where possible, all concerned individuals, including any witnesses that may provide information with respect to the allegation. All meetings should take place as soon as possible and no later than a week after the investigator(s) has(ve) been appointed.
f. The individual(s) tasked to investigate the complaint, may, where appropriate, resolve the issues informally where all parties, including the board, consent to the resolution.
g. The individual(s) tasked with investigating the allegation will make a fulsome report to the board of directors within 3 days of the completion of the investigation including recommendations on how to resolve the conflict.
h. The board will consider the report.
i. The board may, at its own discretion, choose not to accept the investigator(s) report and conduct its own investigation.
j. If there is evidence of discrimination or harassment the board will take appropriate action. In determining the action to take, the board will consider the seriousness of the acts of discrimination or harassment. Possible actions include:
    - to take no action, if the board is satisfied that the issue has been resolved and that steps have been taken to rectify the situation;
    - a letter of apology or a performance agreement, if the parties and the board agree to these;
    - the appointment of mediator between the staff member and the discriminator or harasser,
    - a formal reprimand given to the individual and a letter recording the reprimand to be placed in the individual's file;
    - if the discriminator or harasser is a director or officer of the co-op, the board may terminate or suspend the directorship of the officer. The officer may seek a review of the decision at the general;
    - reprimand, suspension or dismissal if the discriminator or harasser is an employee;

- if the discriminator or harasser is a member of the co-op, the board may choose to revoke membership and evict them. However, in determining what to do, the board will be guided by the eviction process.

ARTICLE 7 – PRIVACY

As much as possible, the co-op board will keep all information relating to the complaint confidential. This will protect both the person making the complaint and the person they are complaining about. However, in order to investigate the complaint, the person conducting the investigation may have to interview people in order to get at the facts. As far as possible in doing these interviews, that person will try to protect the identity of those involved, but this will not always be possible. It also has to be recognized that information may become generally available as a result of the investigation. For instance, if the co-op dismisses someone because the co-op considers them guilty of harassment and that person takes the co-op to court, the details would become part of the public record. If the co-op board evicts someone and that person appeals to the membership, then the membership will have the background information. The co-op will only disclose information on a need to know basis.

ARTICLE 8 – ACTION BY CO-OPERATIVE

While the complaint is being looked into, the co-op will:
make best efforts to limit contact between the staff or member who made the complaint and the person accused of discrimination or harassment;
make sure the staff or member gets whatever help they need to deal with any stress they may be feeling (i.e. refer to the Employee Assistance Program or community counselling services).

ARTICLE 9 – OTHER LEGAL RIGHTS

This by-law does not in any way limit the right of staff or members to take any other legal action resulting from discrimination or harassment including filing a complaint with the provincial Human Rights Commission.

C E R T I F I E D to be a true copy of By-law No. 11 of , passed by the Board of Directors at a meeting held on the 25th day of January, 2012, and confirmed by a two-thirds vote at a meeting of members held on the 18th day of April, 2012.

_____ c/s
Secretary

Hazelburn Co-Operative Homes of Toronto Inc.

A By-law about the rights and obligations of the

co-op and the members

By-law No. 12

OCCUPANCY BY-LAW

Passed by the Board of Directors on September 10, 2014
Confirmed by the members on October 15, 2014
Amended by the Board of Directors on September 15,2021
Confirmed by members on October 27, 2021

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1. About This By-Law

1.1 Introduction

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

1.2 Priority of this By-law

a. Conflict with other by-laws and policies

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

b. References to other by-laws and policies

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

c. No unauthorized commitments

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

1.3 Repeals

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

A. This replaces By-Law 12 Occupancy By-Law approved by members October 15, 2014

1.4 Laws about Occupancy

a. Main laws

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

A. The *Co-operative Corporations Act* governs the co-op. Parts of the *Co-operative Corporations Act* have important rules about occupancy that are not in this By-law.

B. The *Residential Tenancies Act* has rules about co-op evictions that are not in this By-law.

C. The Ontario *Human Rights Code* has important rules about housing that affect the co-op.

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 Appendixes that have to be signed at the same time or later.

- **Appendix A: Member Charges.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Household Members.** This applies at the time of signing the Occupancy Agreement. If there are changes, the member has to notify the co-op as stated in section 9.5 (Reporting Change in Household Size). A new Appendix B should be signed.
- **Appendix C: Housing Charge Subsidy Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will receive housing charge subsidy. If the member gets housing charge subsidy at a later time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendixes A and B have to be signed at the same time.

b. Who signs

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

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

c. Government requirements

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

d. Occupancy Agreement applies

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

e. Special requirements

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

1.6 Definitions

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 payment day

The housing charge payment day is the day of the month when payment of housing charges is due for that month or the following month. The board of directors can set a day based on when the office is open or other factors. If the board doesn't do this, the housing charge payment day will be the first day of a month that is not a Saturday, Sunday or public holiday.

e. Housing charge subsidy

"Housing charge subsidy" in this By-law means geared-to-income subsidy, or any other subsidy for housing charges, or any income-based or similar reduction in housing charges.

f. Housing charges

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

- "Full monthly housing charges" means the monthly housing charges for a unit before deducting or crediting any housing charge subsidy.
- "Subsidized monthly housing charges" means the regular monthly housing charges after deducting or crediting any housing charge subsidy that a household receives.
- "Regular monthly housing charges" means the full monthly housing charges, after deducting or crediting any housing charge subsidy, plus any parking or other monthly charges.
- "Other housing charges" means non-monthly amounts that a member has to pay under the co-op by-laws. Examples are late payment and NSF charges.
-

g. Legal action

A "legal action" under this By-law includes an application to the Landlord and Tenant Board or to the courts.

h. Manager

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

i. Performance agreement

A performance agreement is an agreement between the co-op and the member in breach of the co-op's bylaws. It outlines the steps that the member will be required to meet in order to retain their membership and occupancy rights.

j. Staff

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

k. Year

When this By-law refers to a "year", it means a consecutive twelve-month period. This is not necessarily a calendar year. The board of directors decides what twelve-month period to use in each case.

1.7 Summary of Time Requirements

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

2. Members' Rights

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

The co-op gives members the right to:

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

Members have to follow co-op by-laws in using these rights.

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
- parking charges, if applicable
- other monthly charges that members must pay under any of the co-op by-laws.

b. Other housing charges

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

- 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:

- utilities for a unit
- personalized upgrades to cable television and internet charges
- telephone 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, the cost will be added to the member's housing charges.

d. Adjusting items in housing charges

The items that are included in housing charges or not included in housing charges can be changed by a vote of the members at a general meeting. There should normally be a separate motion approving the change even though it is also stated in the budget materials.

3.2 Member Involvement

Members must attend all general members' meetings. Members should take part in the other activities of the co-op as required by the co-op's Participation By-Law (By-Law #2). Among the core values adopted in 2015 is the active and democratic participation in our community: We are deeply invested in the ongoing wellbeing of our co-op and actively participate in and openly communicate about the developments that affect the co-op and the neighbourhood around us.

3.3 Payment of Housing Charges

a. Time of payment

Housing charges are due each month before noon on the housing charge payment day.

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:

- pre-authorized debit, if available at the co-op
- pre-authorized payment, if available at the co-op
- post-dated cheques.

Arrangements can be made at the co-op office.

d. Other ways to pay

Members can pay each month by debit card at the co-op office, if debit card is available at the co-op.

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

3.4 Other Charges

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

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

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

3.5 Member Deposits

a. Paying the member deposits

Members must pay a member deposit to the co-op comprising of a last month's rent deposit and a maintenance deposit. Members must pay the deposits before moving into their unit, unless the co-op allows them to pay it over time. This could be over several months. This must be stated in a deposit payment agreement prepared by the manager and signed by the member and the co-op.

b. Amount of the member deposit

If members pay the full monthly housing charges, they must pay a last month's rent deposit equal to the monthly housing charges plus a maintenance deposit of $500. This amount is to be reviewed annually by the Board of Directors.

If members receive housing charge subsidy, they must pay a last month's rent deposit equal to their monthly subsidized housing charges. This does not apply to temporary emergency subsidy.

c. Adjusting the member deposit when housing charges change

If members pay the full monthly housing charges, the amount of the member 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 a date set by the board of directors unless the members' meeting approving the new housing charges decides on a different date. If there is a reduction, members will get a credit on future charges.

If members receive housing charge subsidy, the amount of the member 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 a date set by the board of directors. If there is a reduction, members will get a credit on future charges.

d. Returning the maintenance deposit

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

- the member did not give enough notice
- the unit was not left in the condition required under the co-op by-laws
- the member owes money to the co-op, or
- the member did not pay their last month's housing charges.

e. Interest on the member deposit

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

3.6 Housing Charges Are Per-Unit

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

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

3.7 Housing Charge Subsidy

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

3.8 All Charges are Housing Charges

Housing charges include all amounts that the co-op charges to members or that members owe the co-op. All these amounts can be collected by the co-op in the same way as housing charges.

4. Setting Housing Charges

4.1 The Members Set the Full Monthly Housing Charges

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

4.2 Annual Budgets

a. Operating budget

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

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

b. Capital budget

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

- 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 timeline for the capital expenses.

c. Approval by members

Approval of an operating budget or capital budget by the members authorizes the board to spend money as stated in the budget subject to the Spending By-law, if the co-op has one.

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 days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

4.4 Changes in Housing Charges

a. Beginning of changed housing charges

Any change in the full monthly housing charges will begin on the first day of the third month 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 change

Notice of a change in the full housing charges must be delivered to each unit within a reasonable time after the meeting. Government requirements may state a time period.

4.5 Mid-year Change in Housing Charges

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

5. Members' Units

5.1 Maintenance and Repair

a. Responsibility of the co-op

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government requirements. The co-op must keep the common areas, all services and facilities of the co-op to the same standard as the units.

b. Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order.

c. Responsibility of members

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements. Units must remain in good condition. Members must not do, or fail to do, anything that damages their units or other parts of the co-op property.

d. Co-operation with the co-op

Members must co-operate in all reasonable ways with co-op staff and any tradespeople or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of entry). It also includes doing anything necessary to prepare their unit for co-op work, such as pest control.

e. Reporting problems

Members must promptly report to the co-op any condition problem, issue or event in their unit, with the equipment in their unit or the building, if it could cause damage to their unit or co-op property.

f. Maintenance and Improvements By-law

The co-op's Maintenance and Improvements By-law, if there is one, or other co-op by-laws, may have more detail on maintenance and repair responsibilities. The co-op and the members must obey those by-laws.

g. Alterations and improvements

Members cannot make alterations and improvements to their units or co-op property, unless they comply with the terms of any applicable co-op by-laws and policies. Members must get advance written permission from the Board of Directors unless those by-laws and policies say something else.

h. Changing locks

Members cannot change their locks.

i. Exterior of unit

Members cannot install or attach anything to the outside of their unit or the outside of doors and windows without advance written permission from the board of directors. Examples are cameras, satellite dishes and antennas. Members must follow co-op by-laws and board decisions about what can be put in or on exterior parts of a unit. Permission under this paragraph can be withdrawn by the board

j. Common elements

Members cannot put or keep anything in the halls, lobbies, corridors, walkways, driveways and any parts of the co-op property other than the interior of their units without advance written permission from the board of directors. Permission under this paragraph can be withdrawn by the board.

k. Privacy

Members cannot install cameras in their units or in vehicles that could record persons in an apartment building corridor or in public or common walkways or other public or common areas or in yards or outdoor areas adjacent to other members' units.

l. Neglect of responsibilities

If members do not fulfill their responsibility under this section, or any other applicable co-op by-laws, or if members prevent entry when permitted under section 5.2 (Privacy), the co-op can do what is necessary to correct the situation. Those members may have to pay the cost.

m. Moving out of the unit

When members move out of a unit, they have to leave it clean and in good condition. The unit has to be left in the condition required by the Maintenance and Improvements By-law, if there is one, or other applicable co-op by-laws and policies. The office will provide the members with the property management maintenance check-list to assist them in the preparation for their move.

5.2 Privacy

a. Permission needed

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

b. Notice of entry

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

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

c. Showing unit

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

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

d. Time of entry

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a unit. The member does not have to be present at the time of entry.

e. One notice per unit

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

5.3 Damage 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.

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 members 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 may 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 mold or insect infestation.

5.4 Members' Insurance

a. Insurance compulsory

Each unit must obtain and pay for personal property insurance and personal liability insurance. Each member must deliver proof of insurance to the co-op office at least once a year by a date set by the board of directors. The form of proof of insurance will be approved by the board. Giving the co-op proof of insurance does not transfer the member's responsibility to the co-op.

b. Co-op not liable

The co-op will not have to compensate a member or anyone in the member's household for any loss that would be covered by a normal renter's or co-op member's insurance policy. This applies no matter how the loss is caused. In addition to the co-op itself, none of the co-op staff or contractors, or any other member, will have to compensate for the loss.

6. Use of Units

6.1 Residences

Units must be used as private residences for members, their households and other persons allowed by this By-law.

6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member can be temporarily absent from the unit as stated in section 6.3, but the unit must remain the member's principal residence during the absence.

6.3 Absence from Principal Residence

a. Housing charge subsidy

This section applies to all members, but special rules can also apply to members who receive housing charge subsidy.

b. More than a year

Members may not be absent from their units for a total of more than one year in any five-year period without the board of directors' advance written approval. The board can choose the five-year period. Members will be considered absent from their units even if they visit them for short periods. This paragraph applies whether or not other members of the household continue to occupy the unit.

c. Notice of absence for less than a year

If a co-op member is going to be absent from their unit for more than one month, the member has to give advance written notice to the co-op. If all co-op members in the household are going to be absent from the unit for more than three months, the advance written notice has to explain the reason for the absence.

d. Meet with board

If the board of directors asks, a member who is going to be absent as referred to in paragraph (c) will meet with the board or someone designated by the board to give a detailed explanation. This is so the board can be sure co-op by-laws are not being broken.

6.4 Related Uses

a. Related uses permitted

"Related uses" are typical home business uses that are related or incidental to the use of a unit as a member's principal residence. Members can have one or more related uses, if:

- the use is permitted by government requirements, including zoning by-laws
- the use does not create disturbance beyond what is appropriate in a residential community like the co-op, such as by too much noise or too many visitors
- the use does not involve excessive demands on co-op utilities and services, such as electricity, and
- co-op by-laws are obeyed.

b. No rooming or boarding houses

Related uses do not include using a unit as a rooming house, or boarding house, or providing food or lodging for others or renting space or anything similar. Those uses are prohibited.

c. No rentals

Permitted uses do not include long term or short term rentals of a unit or part of a unit. Those uses are prohibited except for guests permitted under Article 8 (Members' Household and Guests). Co-op units may not be listed on Airbnb or registered with Internet rental services. Co-op units may not be advertised in any other way without advance written approval from the board of directors.

d. Parking spaces

Long term rental of parking spaces is prohibited unless the rental rate is approved in advance by the board of directors. In addition, a parking space cannot be rented to someone who is not a member of the co-op without the board's advance written approval. Section 8.4 (Long-term Guests) will apply.

e. Liability

The member will be responsible for any claims against the co-op, co-op staff, contractors and other members and occupants that are connected to any related use by the member.

f. Insurance

A member must have all insurance that is reasonable for a related use including any insurance that is needed to meet government requirements. The member must give the co-op a current copy of the insurance policy and any changes. The member will follow any directions by the co-op about the insurance so that it will protect the co-op in addition to the member. Giving the co-op the insurance policy or following the co-op's directions does not transfer the member's responsibility to the co-op.

6.5 No Transfer of Membership or Occupancy Rights

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

6.5 No Profit from Unit

a. When leaving co-op

Members must not profit, directly or indirectly, when they leave the co-op.

b. Guests or Sharing

Members must not profit, directly or indirectly, when they allow others to use their unit. This includes guests, board approved guests, and other members in the unit or any other sharing arrangement. “Profit” means any amount that is greater than the housing charges payable by the member divided by the number of days in the month.

c. Examples

Key money is an example of a profit. So are payments that are higher than the housing charges payable by a member for a unit. Profit does not include guests or Board approved guests paying their fair share of the housing charges and other household costs if it is not a hidden profit on the housing charges.

6.6 Co-op’s Insurance

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

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 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.

7.2 Human Rights

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

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 who live at the co-op. Members who engage in domestic violence may be evicted. Non-members who engage in domestic violence may be removed from the co-op.

b. Meaning

Domestic violence at the co-op is violence against another person who lives in the same unit. The victim or the person who committed domestic violence could be

- a member
- a long-term guest
- a casual guest
- someone who lives at the co-op or is staying at the co-op even if not permitted under this By-law
- an adult or a child.

c. Protecting a child

If a child who lives at the co-op with a parent or other person experiences child abuse or other domestic violence, the parent or other person can also take any of the actions of a victim stated in this section and references to the victim in this section include that person in addition to the child. If a child is the victim or alleged to be the victim, then the co-op must make sure the Children's Aid Society has been notified.

d. 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 member who commits domestic violence
- ask the board to remove any non-member who commits domestic violence from the co-op
- ask the board to issue a No Trespass Notice against any non-member who has committed domestic violence against the victim. It does not matter if the domestic violence was at the co-op or somewhere else or whether it was before the victim moved into the co-op.
- if the victim is a member, 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.

e. Right to leave the co-op

If the victim is a member, the victim can give notice of termination of membership and occupancy rights. The notice must state a specific date at least 28 days after the notice is given to the co-op. It does not have to be the last day of a month. If the victim was the only member, the victim will vacate the unit by the termination date and the co-op can take possession. If the victim is not the only member, the victim will stop being responsible to the co-op for the housing charges and other obligations

relating to the unit on that date. If the victim is not a member, the victim can terminate any obligations to the co-op on 28 days written notice.

f. Board response

The board of directors can issue a Notice to Appear and evict any member who has committed domestic violence. If a non-member engages in domestic violence, the board can take any steps it considers appropriate to remove the non-member from co-op property. The board can issue a No Trespass Notice against any non-member forbidding that person to enter co-op property. The board can issue a No Trespass Notice against any member or non-member forbidding that person to go to the victim's unit or parts of the co-op property near the victim's unit or used by the victim. In all cases it does not matter whether the domestic violence happened at the co-op or somewhere else.

g. Action without complaint

The board of directors can take any of the steps referred to in this section without a complaint from the victim.

h. Procedures

When the board of directors makes a decision about evicting a member, the board has to follow the procedures stated in Article 12 (Dealing with Problems) and Article 13 (Eviction Procedures). When the board makes a decision about removing any approved long-term guest from the co-op, it has to follow the procedures stated in section 8.4(d) (Cancelling long-term guest status). In making these decisions or a decision about issuing a No Trespass Notice, it can accept any of the following as proof that domestic violence occurred:

- a restraining order or peace bond is in effect at the time of the decision
- terms of bail allowing no contact are in effect at the time of the decision
- the offending person has been convicted of an offence against the victim
- a written or oral statement from the victim without details that the domestic violence occurred.

i. Applying for membership

If the victim of domestic violence is an approved long-term guest and the person who committed domestic violence was a member and no longer lives at the co-op, the victim can apply for membership under this paragraph. A victim who is accepted for membership under this paragraph may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The victim 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 By-law, if it has one.

7.5 Return after Violence

If a victim of violence is ready to let a previously violent person return, the victim can ask the board of directors in writing to reinstate that person's previous status. The board may reject an application or request from anyone that would permit that person to return to the co-op if the victim does not consent, or if the board thinks it would not be best for the co-op. Section 8.7 (Evicted Persons) applies if that person is on co-op property without the board's advance written approval. Section 8.5 (Casual Guests) does not apply.

7.6 Explanations

Violence and harassment can be based on a prohibited ground under the Ontario *Human Rights Code* or on other grounds. Violence, harassment and other prohibited conduct can take place on co-op property or in other places, including on social media. 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

Co-op staff 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
- anyone 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.

7.9 Criticism of Board and Staff

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. Examples of ways that are not reasonable or constructive include:

- making complaints or requests in a loud or threatening or pressing manner
- refusing to leave the co-op office or adjacent spaces when asked by staff
- making any kind of threat or taking any threatening action against directors or staff
- making personal statements about staff or directors

- making repeated complaints about things that are the same or similar
- sending repeated e-mails or voicemails about things that are the same or similar
- putting complaints on social media or in other public places
- sending complaints to persons outside the co-op in order to embarrass the board or staff.

7.10 No Trespass Notices

a. Prohibited conduct or violence

The board of directors can issue a No Trespass Notice in order to prevent or control prohibited conduct or violence.

b. Limits

A No Trespass Notice to a member, someone in a member's household or a board-approved sub-occupant can forbid that person from being on parts of the co-op property other than the member's unit and the access to the unit. A No Trespass Notice to anyone else can forbid that person from being on co-op property.

c. Right to review

A member can ask the board of directors to reconsider a No Trespass Notice that affects the member or the member's household, sub-occupants or guests. The request to reconsider has to be delivered to the co-op office within five days after delivery or posting of the No Trespass Notice. The request must be signed by all co-op members in the household. The member will be given at least ten days written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

d. Additional reviews after one year

A member can ask the board of directors to reconsider a No Trespass Notice one year after it was issued or one year after the last requested review—whichever was later. The request to reconsider must be signed by all co-op members in the household. The member will be given at least ten days written notice of a board meeting for reconsideration. The member can be present and make submissions with or without a representative. The board's decision will be final and cannot be appealed to the membership. The No Trespass Notice will remain in effect during the reconsideration process unless the board decides to suspend it.

e. Enforcing No Trespass Notice

The board of directors or co-op staff can take any appropriate action to enforce a No Trespass Notice. A member cannot invite or permit someone to be in the member's unit or on any part of co-op property if it would be a breach of a No Trespass Notice.

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, and
- 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 or Board approved 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 and Eighteen

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 eighteen 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 and a meeting with the Building Manager will be required.

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 and Eighteen). The board must give written notice to the members in the household and the guest of any meeting where it will be decided. The members in the household can be present and make submissions with or without a representative. The board must give at least five days written notice of its decision to the members in the household and to the guest. The board's decision will be final and cannot be appealed to the membership. Only one notice needs to be given for all members and others in a unit.

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 By-law, if it has one.

8.5 Casual Guests

Members can have only a reasonable number of casual guests.

A casual guest may not stay at the co-op for more than one month. Any Casual Guest staying at the co-op for more than one week must be reported to the Building Manager (see Casual Guest Form). 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).

8.6 Sub-Occupancy and Absence from Unit

Sub-occupancy is not permitted. If a member wants to leave the co-op temporarily, the member is permitted to grant someone access to their unit for the purpose of checking on the unit. The member must provide written notice of this arrangement to the co-op office.

8.7 Evicted Persons

A member cannot permit someone to be a casual or long-term guest without advance written approval from the board of directors if

- that person has been evicted from the co-op or has left after a Notice to Appear was issued, or
- that person has left the co-op owing money to the co-op, or
- that person has left the co-op after an accusation of domestic against that person, or
- that person was a long-term guest or a sub-occupant and the co-op took steps to terminate that status.

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.

9. Household Size

9.1 Purpose of Household Size Requirements

The co-op has established minimum 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.

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.

9.3 Minimum Household Size

The minimum number of persons for each of the co-op's unit types is:

- one-bedroom 1 person
- two-bedroom 1 person
- three-bedroom 2 persons
- townhomes 2 persons

Note: Subsidy By-Law (By-Law #10) has different requirements

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 if the co-op has one. If the co-op does not have one, the remaining household must move to a unit that is closer to the minimum requirement if the co-op has one. A household can only be required to move once for each time household size is reduced.

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

If the number of persons in a member's household changes, the member must give written notice of the change to the co-op office within ten days, including the names of the persons involved. This applies whether or not the persons who left or arrived are co-op members.

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 By-law, if it has one. These are in addition to what is stated in this 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

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 60 days after the notice is given. If that is not the last day of a month, the termination date will be the last day of that month.

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. Members cannot appeal the board decision.

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 may 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 11 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 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 By-law, if it has one, may state what happens when one person no longer occupies the unit. Unless they state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to emergency housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements.

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, and
- 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 By-law, if it has one. 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 11 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 11 to 15 relating to eviction do not apply. Membership and occupancy rights end on the day that the co-op takes possession.

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 or is persistently late in payment of housing charges.

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 staff will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by noon on the first business day of the month. The letter will normally be sent before the end of the second business 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 give a Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement. This will normally be done by noon on the fifth business day of the month.

d. Persistent late payment

Late payment includes

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

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

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. In some cases, late payment charges may be waived.

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

b. Replacement payment required

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

c. Notice to Appear

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

d. Future payments

If the members in a household have two failed payments within a year, then for up to the next 12 months the members must pay housing charges by certified cheque, money order, e-transfer, or debit card, if available at the co-op. 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. For the second and subsequent late payments in a 12 month period the charge is $50.00. This amount may be increased by the members at a general meeting.

b. Failed payment charges

A member will pay the amount charged to the co-op by its bank or credit union for a returned cheque or other failed payment, plus an administration charge of $25.00 per household. This is in addition to the late payment charge, if applicable. The administration charge may be increased by the members at a general meeting. A member who has more than 1 failed payment in a 12 month period may be required to make all subsequent payments by certified cheque or money order.

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 a 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.

11.7 Notice to Appear for Arrears

a. Issuing Notice to Appear

A Notice to Appear for arrears or Persistent Late Payment (or both) must contain the information in Schedule C attached to this By-law. It must be given at least ten days before the board meeting where it will be considered.

b. Termination date

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

12. Dealing with Problems

12.1 Eviction

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

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 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 D 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 days after the board meeting or later. If there is a right of appeal to the membership under this By-law, the proposed termination date in the Notice to Appear will be at least twenty days after the board meeting.

12.3 Deciding to Give a Notice to Appear

a. No prejudgment

The board of directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudge 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, such as a Human Rights By-law or a Member Relations By-law, if the co-op has those by-laws. In addition, the board can decide to issue a Notice to Appear instead of following the procedures in other by-laws that could be applicable.

12.4 Limits of Action by Co-op

a. Factors to consider

There may be problem situations where the co-op should not take action even if there has been a breach of this By-law or other co-op by-laws. The board of directors has to consider things like:

- the evidence available about what happened
- the seriousness of 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 or any other By-law. The co-op has no obligation to issue a Notice to Appear or a No Trespass Notice in any specific case or to take any steps towards eviction. An exception is that the co-op could have liability if the person is acting officially on behalf of the co-op.

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 the Schedules 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 days after the board meeting. Schedule G or Schedule H attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

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 I and J 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.

c. Example

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

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 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 months after the original decision, the board cannot proceed to evict without a new Notice to Appear. This must be given under Article 11 (Dealing with Arrears) or Article 12 (Dealing with Problems). The same procedure will be followed as if there had not been a conditional eviction decision or a performance agreement.

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.

15. Appeals to Membership

15.1 When a Member Can Appeal

A member can appeal a board of directors' eviction decision to the membership if the grounds of termination are not:

- Arrears
- Domestic violence
- An act involving illegal drugs or violence
- An illegal act, or
- An act or failure to act that impairs the safety of others.

15.2 How to Appeal

a. Notice of appeal

A member who wants to appeal must give written notice to the co-op office within seven days after notice of the eviction decision was given.

b. Member's statement

A member who appeals can include a written statement with the notice of appeal. The board of directors will give a copy of the statement to each member with the notice of meeting or separately before the meeting. This paragraph is limited by the *Co-operative Corporations Act*.

c. Board statement

If the member delivers a written statement that is distributed to the membership, the board of directors can deliver a written statement in response.

d. Date of members' meeting

The members' meeting to decide on the appeal must be at least fourteen days after the notice of appeal is received. The board of directors can call a special member meeting to decide on the appeal or put the appeal on the agenda for another members' meeting.

15.3 Appeal Information

a. Limited information on agenda

When an eviction appeal is on the agenda for a members' meeting, the agenda will only state that there is an appeal, the name of the member or members who appealed, the unit address and a short statement of the grounds for eviction.

b. Information package

The co-op will prepare an information package that includes only:

- the Notice to Appear including anything attached to it
- the eviction decision
- other written information that was presented by the member or anyone else at the board meeting that made the decision.

The information does not include a member's statement referred to in sections 15.2(b) (Member's Statement) and 15.2(c) (Board Statement). Those sections will apply if the member delivers a statement under them.

c. Personal information about others in information package

The board must omit names and/or personal information about others from the information package unless those persons give written consent to including that information.

d. Available at office and at members' meeting

Members may come to the co-op office during ordinary office hours after delivery of the agenda and before the members' meeting and read the information package. The information package will be available to all members at the meeting. Copies may not be made except by the co-op and the member who appealed.

e. Request to distribute information

The information package will not be distributed in advance of the meeting unless the member who appealed requests it before delivery of notice of the meeting. In that case the Notice to Appear and eviction decision will be distributed, but the board may decide not to distribute some or all of the other information.

f. Disclosure at members' meeting

Discussion at the members' meeting will normally be limited to things mentioned in the information package. If the member or member's representative brings up other things, then the board or staff can disclose other relevant information, including personal information about the member.

g. Personal information about others at members' meeting

If anyone wishes to raise personal information about others that is not in the information package, section 17.1(b) of this By-law applies (When members raise things about someone else). This may limit the information that can be stated by the board, staff or member who appealed.

15.4 Procedure at Members' meeting

a. Chair

The board will decide whether the meeting will be chaired by the president, another director or an outside person. The Member may request an outside chair from CHFT.

b. Member and representative can attend meeting

The member who appealed has the right to attend and vote at the members' meeting. The member can have a lawyer or other representative at the meeting. The member and any representative can speak at the meeting. They can also deliver written statements at the meeting.

c. No taping

People present at the meeting can take notes but cannot record the meeting, whether by tape or any other device.

d. Secret ballot

Voting on motions about the eviction decision will be by secret ballot. This does not include procedural motions, such as a motion to end debate.

e. Quorum

The quorum at the meeting will be the normal quorum as stated in the Organizational By-law. If the quorum is not present thirty minutes after the meeting is scheduled to start, or a quorum is not present at the time of the vote, the board decision is confirmed. The meeting cannot be continued on a later date.

f. Membership decision

The members' meeting can confirm the board of directors' eviction decision, or replace it with any other decision which the board could have made. This includes changing any terms and conditions for a performance agreement or a conditional eviction. A simple majority vote is needed. The board decision is confirmed if the meeting does not pass a motion to change the board decision.

g. Effective date of decision

If a member appeals an eviction, the decision is not effective until the appeal is decided or dropped. If the appeal is not successful, the termination date will be the latest of:

- the second day after the members' meeting
- the date stated in the eviction decision
- a later date decided by the members at the meeting.

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 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.
- refer any matter back to the board if necessary.

16.2 Membership Rights on Eviction

a. When membership ends

Membership ends on the termination date in an eviction decision, or in case of a conditional eviction or performance agreement, at the end of the notice period for a notice under section 14.5 (Non-Performance by Member). This applies 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 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 94.11(2) of the Residential Tenancies Act (Deemed termination of membership and occupancy rights).

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

16.3 Interest

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

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.

17. Miscellaneous

17.1 Personal Information to Membership

a. When members raise things about themselves

If a member appeals a board of directors' decision under the co-op by-laws, or raises something at a members' meeting involving the member's personal information, the board can disclose other relevant personal information about that member.

b. When members raise things about someone else

A member cannot appeal a board of directors' decision under the co-op by-laws about another person, or 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.

c. Appeal information

If a member distributes written information to the membership about an appeal under the co-op by-laws or other decision involving their own personal information, the board can disclose other relevant personal information about that member. The same thing applies if the co-op is required to distribute the information under section 15.2(b) (Member's statement) of this By-law.

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

c. Serving on board of directors

Members in the first two exceptions can be on the board of directors, but they have to watch out for conflicts of interest and follow the by-laws, if there is a conflict. Members in the third exception cannot be on the board.

d. 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. More than one member

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

c. When mailed

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

d. Electronic mail

Notices and documents under Article 3 (Members' Contributions) and Article 4 (Setting Housing Charges) can be given by electronic mail to members who have signed a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents sent by e-mail are considered delivered at the time of sending. Members can change their e-mail address by notice to the co-op. Members can also cancel their consent to receive e-mail notices. A separate consent form does not have to be signed if the members have signed a consent form under the Organizational By-law.

e. Single notice

Only one notice or one copy of a document under Article 3 (Members' Contributions) or Article 4 (Setting Housing Charges) needs to be given for each unit.

17.9 Signing Schedules for Co-op

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

17.10 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.*

17.11 Starting Date for this By-law

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

Schedules
and
Attachments

Schedule A Occupancy Agreement

Hazelburn Co-Operative Homes of Toronto Inc.

Names of members: _____

_____

Unit address: _____

_____

Date of occupancy: _____

Membership terms:

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and policies and decisions made by the board and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. **If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws have priority.**
5. If it appears that the unit will not be vacant on the day your occupancy is to begin, the co-op will notify you as soon as possible. You will move in when the unit is vacant and you will make your own living arrangements until then. You are responsible for housing charges from your scheduled date of occupancy noted above

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-op's by-laws. You are entitled to ask any questions and to have them answered.

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

Appendices:

Appendix A Member Charges
Appendix B Household Members
Appendix C Housing Charge Subsidy Terms

Signatures:

Hazelburn Co-Operative Homes of Toronto Inc.

Date: _____ _____

Name:
Title:

Date: _____ _____

Name of member:

Date: _____ _____

Name of member:

Appendix A Member Charges
Hazelburn Co-Operative Homes of Toronto Inc.

Unit address: _____

_____

Date of the charges in this form: _____

Full monthly housing charges	$ _____
LESS housing charge subsidy (if any)	$ _____
Monthly housing charges	$ _____
Monthly Cable TV and internet charges	$ (included in housing charge)
Sector support charges	$ (included in housing charge)
Your total monthly housing charges are:	$ _____
Your last month's rent deposit is:	$ _____
Your maintenance deposit is:	$ _____

Note: The figures stated in this Appendix may change as stated in the co-op by-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges such as Vehicle Parking, Bicycle Parking, Gym membership etc. as permitted under the co-op by-laws and government requirements.

Note: Households are responsible for paying the electricity/hydro for the unit.

Signatures:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Date: _____ _____
Name of non-member occupant:

Date: _____ _____
Name of non-member occupant:

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

Appendix B Household Members
Hazelburn Co-Operative Homes of Toronto Inc.

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

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

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

Signatures:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Date: _____ _____
Name of non-member occupant:

Date: _____ _____
Name of non-member occupant:

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

Appendix C Housing Charge Subsidy Terms
Hazelburn Co-Operative Homes of Toronto Inc.

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 Subsidy Administration By-law (By-law #10), 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 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.
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. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
    - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Ending subsidy:

1. Housing charge subsidy ends when the household has not occupied a unit in the co-op for more than six 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 By-law, if the co-op has one, 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 member:

Date: _____ _____
Name of non-member occupant:

Date: _____ _____
Name of non-member occupant:

Schedule B Long-term Guest Agreement

Hazelburn Co-Operative Homes of Toronto Inc.

All members and the long-term guest must sign.

Names of members: _____

_____

_____

Names 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 and policies.
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. The notice will include the date which the guest must leave the unit. The timeframe may be from 48 hours after notice is given up to 30 days, unless otherwise specified by the board of directors.
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 only payment permitted by the long-term guest to the member is a fair share of the housing charges and utilities. Any other payment, such as additional fees/charges is against the law.

9. The member and the long-term guest agree to fully and truthfully disclose to the co-op all financial arrangements between them to show that they are complying with paragraph 8 of this agreement.

10. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Signatures:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Date: _____ _____
Name of long-term guest:

Date: _____ _____
Name of long-term guest:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____
Name:
Title:

Schedule C Notice to Appear for Arrears

Hazelburn Co-Operative Homes of Toronto Inc.

To members: _____

_____

Address of member unit: _____

_____

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

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 _____

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.*

Signature:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____

Name:
Title:

Schedule D Notice to Appear

Hazelburn Co-Operative Homes of Toronto Inc.

To members: _____

_____

Address of member unit: _____

_____

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

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.)***

_____

_____

_____

_____

_____

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

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

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

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

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

Signature:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____

Name:
Title:

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before "Place of board meeting".)

You may appeal the board decision to a general meeting of the members.

Schedule E Board of Directors' Eviction Decision for Arrears

Hazelburn Co-Operative Homes of Toronto Inc.

Members: _____

_____

Address of member unit: _____

_____

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

Background:

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

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: _____

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:

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

Signature:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____

Name:
Title:

Schedule F Board of Directors' Eviction Decision

Hazelburn Co-Operative Homes of Toronto Inc.

Members: _____

_____

Address of member unit: _____

_____

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

Background:

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

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:** _____

_____

_____

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:

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:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____

Name:
Title:

Schedule G Notice of Eviction Decision for Arrears

Hazelburn Co-Operative Homes of Toronto Inc.

To members: _____

_____

Address of member unit: _____

_____

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

Date of board meeting: _____

Housing charges owing at time of board meeting:

$ _____ as of _____

Termination date: _____

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:

Signature:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____

Name:
Title:

Schedule H Notice of Eviction Decision

Hazelburn Co-Operative Homes of Toronto Inc.

To members: _____

_____

Address of member unit: _____

_____

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

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:** _____

_____

_____

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

Additional decision, if any:

Signature:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____

Name:
Title:

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before "Additional decision, if any".)

You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act.*

Schedule I Performance Agreement Arrears

Hazelburn Co-Operative Homes of Toronto Inc.

Members: _____

_____

Address of member unit: _____

_____

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

Date of board meeting: _____

Date of this Agreement: _____

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 or debit card (if available at the co-op). 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.

*(When preparing this form **choose ONE** of the following three paragraphs. Delete the others.)*

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

OR

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.

OR

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

Signatures:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____
Name:
Title:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Schedule J Performance Agreement

Hazelburn Co-Operative Homes of Toronto Inc.

Members: _____

_____

Address of member unit: _____

_____

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

Date of board meeting: _____

Date of this Agreement: _____

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

The member

- 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.

*(When preparing this form **choose ONE** of the following three paragraphs. Delete the others.)*

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

OR

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.

OR

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

Signatures:

Hazelburn Co-Operative Homes of Toronto Inc

Date: _____ By: _____
Name:
Title:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Date: _____ _____
Name of member:

Attachment A Summary of Time Requirements and Examples

In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Business day

3.3(a) Housing charges are due before noon on first business day of the month.

Example: September 1, 2013 is a Sunday.
Monday, September 2, 2013 is a public holiday—Labour Day.
Housing charges are due on Tuesday, September 3, 2013—the first business day in September.

Budget

4.3 Must be delivered at least ten days before the budget meeting.

Example: Budget meeting is June 16, 2014.
Last day to deliver a copy of the budget is June 6, 2014.

Changed housing charges

4.4 Begin on the first day of the third month after the members decide on the change.

Example: Budget meeting is June 16, 2014 and members approve a change.
July is the first month after the decision.
August is the second month after the decision.
Therefore, housing charge change takes effect on September 1, 2014. Changed housing charges apply for September.

Notice of entry

5.2(b) 48 hours' notice is required. A time range can be given (5.2(d)).

Example: Plumber to arrive at 8:00 a.m. on Monday, June 16, 2014 to work on several units; will be there for a week.
Notice must be given by 8:00 a.m. on Saturday, June 14, 2014. Notice can cover the whole week to June 20, 2014.

Showing unit

5.2(c) 24 hours' notice is required. A time range can be given.

Example: Member has withdrawn from co-op effective June 30, 2014.
Potential new member to look at the unit at 7:00 p.m. June 16, 2014.
Notice must be given by 7:00 p.m. on June 15, 2014.

Year

6.2 Can't be away from unit more than 3 months in a year without board approval.

Example: Member will be away November and December 2014 and January and February 2015.
"Year" means a consecutive twelve-month period, not a calendar year. (See Definitions paragraph 1.6(j)).
Therefore, member can't be away without board approval.

Change in household size

9.5 Notice must be given by member to co-op within 10 days.

Example: Child gets married on May 14, 2014 and leaves home permanently.
Last day for notice to co-op is May 24, 2014.

Withdrawing from co-op

10.2 (b) At least 65 days' written notice required ending on last day of month.

Example: Member wants to withdraw from co-op effective June 30, 2014.
Notice must be delivered to co-op office on or before April 26, 2014.
— 4 days in April (April 27-30)
— 31 days in May
— 30 days in June (counting June 30).
— Total 65

Example: Member wants to withdraw from co-op effective August 31, 2014.
Notice must be delivered to co-op office on or before June 27, 2014.
— 3 days in June (June 28-30)
— 31 days in July
— 31 days in August (count August 31).
— Total 65

Death of a member

10.4 (b) Unit rights and responsibilities end at the end of the month after the month of death.

Example: Member dies on March 15, 2014.
Month after March is April.
Rights and responsibilities end on April 30, 2014.

Notice to Appear for arrears

11.2(c) Notice to Appear to be given by manager by noon on fifth business day of the month.

Example: May 1, 2014 is a Thursday.
Housing charges are due on May 1, 2014.
May 3 and 4 are Saturday and Sunday.
Fifth business day is Wednesday, May 7, 2014.

Delivery of Notice to Appear to member

11.7(a) or 12.2(a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16, 2014.
Last day to give notice to member is June 6, 2014.

Proposed termination date in Notice to Appear

11.7(b) or 12.2(d) 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.
Day to put in notice is Thursday, June 26, 2014.

Proposed termination date in Notice to Appear if there is right of appeal

12.2(d) 20 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.
Day to put in notice is Sunday, July 6, 2014. (It can be a non-business day.)

Delivery of notice of board eviction decision to member.

13.1(e) Within 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.
Last day to deliver to member is Thursday, June 26, 2014.

Member breaks performance agreement or condition in eviction decision.

14.5(a) and (b) Member must be given at least 10 days' notice of board decision to proceed with the eviction.

Example: Board meeting is Monday, June 16, 2014.
Notice is given to member on Tuesday, June 17, 2014.
First day to take legal action or other steps is Friday, June 27, 2014.

Appeal to membership

15.2(a) Member must give written notice to office within seven days after notice of eviction decision was given.

Example: Notice of eviction decision given on Monday, June 16, 2014.
Last day to deliver appeal notice is Monday, June 23, 2014.

15.2(b) Members' meeting must be at least 14 days after appeal notice received.

Example: Notice of appeal received on Monday, June 23, 2014.
Earliest day for members' meeting is Monday, July 7, 2014.

15.4(g) If appeal not successful, termination date is second day after meeting (unless the membership changes it).

Example: Members' meeting is Tuesday, July 8, 2014.
Termination date is Thursday, July 10, 2014.

A By-law about the Governance

of the co-op

By-law No. 14

ORGANIZATIONAL BY-LAW

Passed by the Board of Directors on March 15, 2017

Confirmed by the members on April 19, 2017

Amended by the Board of Directors on September 18, 2024

Confirmed by members on October 16, 2024

Amended by the Board of Directors on March 11, 2026

Confirmed by members on April 15, 2026

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Introduction

The purpose of Hazelburn Co-Operative Homes of Toronto Inc. (the co-op) is to provide housing to its members at cost and without the possibility of profit and to give its members control over how their housing is operated. This By-law is the framework for the governance of the co-op. It states the basic rules for how the co-op is organized.

Article 1: About This By-law

1.1 Older By-laws

(a) **Repeals**

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

- The Organizational By-law (By-law No. 1).

1.2 Priority of this By-law

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

This is the order of priority in case of conflict:

- The Occupancy By-law governs over this By-law and other co-op by-laws.
- This By-law governs over all other co-op by-laws.
- Other by-laws can only change or govern over the Occupancy By-law or this By-law if they specifically state that they are doing so.

(b) **References to other by-laws and policies**

Sometimes this By-law refers to another co-op by-law or policy. If the co-op does not have that by-law or policy, the board of directors will decide on anything which could have been in it. This does not apply if the co-op has the by-law or policy, but just uses a different name for it or if the co-op includes those things in a different by-law or policy.

1.3 Laws that Apply to the Co-op

(a) ***Co-operative Corporations Act* and *Human Rights Code***

The Ontario *Co-operative Corporations Act* (the *Co-op Act)* and the Ontario *Human Rights Code* are laws that affect things in this By-law. The co-op and the members have to follow them.

(b) **Changing by-laws**

If any part of the co-op by-laws 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.

1.4 Special Meanings

(a) **Co-op office**

If the co-op does not have an office, the board should designate a place or person that members can use to give things to the co-op or get them from the co-op and make sure all members know about it. If the board does not do this, the person will be the president. When this By-law talks about the "co-op office", members can use that place or go to that person if the co-op doesn't have an office.

(b) **Confidentiality and Conflict of Interest Agreement**

The co-op's Confidentiality and Conflict of Interest Agreement is in Schedule B of this By-law. It must be signed by all directors, officers and committee members designated by the Board of Directors. Staff must also sign the Agreement or it can be part of an employment or management contract that says the same basic things.

(c) **Directors' Ethical Conduct Agreement**

The Directors' Ethical Conduct Agreement is in Schedule C of this By-law. It must be signed by all directors.

(d) **Government requirements**

"Government requirements" means the laws, regulations or agreements with government bodies that apply to the co-op.

(e) **Manager**

When this By-law talks about the "manager", it means the senior staff person (even if a different job title is used). It can also mean other staff members who have been authorized to perform some of the manager's duties stated in this By-law.

(f) **Officers**

"Officers" means only the officers stated in Article 13 (Officers). It does not include any staff.

(g) **Relatives**

In this By-law someone is considered a relative of someone else if that person is related by blood, marriage or adoption or has ever lived in the same household at the co-op or somewhere else. In addition,

- **Groups of relatives:** A relative of one person is also a relative of all relatives of that person.

- **Related businesses:** Related businesses are included in the word "relative" in this By-law. A business is related to anyone who owns any part of the business or works for the business or gets any benefit that depends on how well the business does. It does not include owning stock or securities listed on a public exchange.

(h) **Staff**

The word "staff" in co-op by-laws means people who are hired or contracted to perform staff duties at the co-op. It does not matter if they are co-op employees, people who work under a contract with the co-op, or property management or service companies and their staff.

Article 2: Membership

2.1 Membership

To become members of the co-op, applicants have to be approved by the board of directors and become residents of the co-op. The procedures in the Membership Approval By-law or other co-op by-laws and policies must be followed.

2.2 Qualifications for Membership

To become members of the co-op, applicants have to be at least sixteen years old. Applicants must also meet any other qualifications in the Membership Approval By-law or other co-op by-laws and policies.

2.3 Applying for Membership

(a) **Who applies**

All members of an applicant's household have to become members or long-term guests if they intend to move into the co-op. The only exceptions are children of applicants. They are covered by the Occupancy By-law Article on Members' Household and Guests.

(b) **Signing application**

Everyone in a household who intends to become a member has to sign a membership application. Anyone else in the household (except children of the applicant) has to sign a long-tem guest application. The applications have to be completed and signed using the co-op's standard forms or the co-op will not consider the applications.

(c) **Other applicant requirements**

Everyone in an applicant's household has to follow the process stated in the Membership Approval By-law or other co-op by-laws. This applies to everyone except children under sixteen.

2.4 Financial Responsibility

(a) ***Human Rights Code* requirements about income information**

To comply with the Ontario *Human Rights Code* the co-op can ask applicants for income information only if it also asks for credit references, rental history information and authorization for credit checks. The co-op can consider income information only if it also considers all the other information that was obtained.

(b) **Applicants with credit problems**

In case of problems, the board can approve an application if the applicant has a satisfactory guarantor or co-signer or makes other special financial

arrangements. Schedule D is a form that can be used. Electronic signature or delivery of Schedule D is not acceptable.

(b) **Membership Approval By-law**

The Membership Approval By-law also applies to membership applications in addition to this section.

2.5 Moving in to the Co-op

(a) **Move-in requirements**

Prior to move-in, new members must

- sign the occupancy agreement
- pay the lifetime membership fee, if the co-op has one
- pay the member deposit or follow the member deposit requirements in the Occupancy By-law and
- pay the first month's housing charge.

Applicants will still become members even if they do not do the above, as long as they have been approved by the board and become residents of the co-op.

(b) **Approved long-term guests**

Prior to move-in, a long-term guest agreement has to be signed by the co-op, the member and any approved long-term guests as stated in the Occupancy By-law. This does not apply to children of the applicants.

Article 3: Calling Members' Meetings

3.1 Annual General Members' Meeting

The board has to call an annual general members' meeting each year. The meeting has to take place not more than six months after the end of the co-op's fiscal year. It also has to be no more than fifteen months after the last annual meeting.

3.2 Other Members' Meetings

The board has to call at least one other general members' meeting each year. A members' meeting can also be called by a motion passed at an earlier members' meeting or as stated in section 6.5 (Requisition to Call a General Members' Meeting).

3.3 Notice of Members' Meetings

(a) **Length of notice**

Notice of a members' meeting has to be given at least ten days before the date of the meeting. It can't be given more than forty-nine days before the meeting.

(b) **Who gets notice**

Notice of a members' meeting has to be given to everyone who is a member at the time the notice is sent out.

(c) **Contents of notice**

Notice of a members' meeting has to state the date, time and place of the meeting. It has to include an agenda for the meeting or state the general nature of the business at the meeting.

(d) **Financial statements**

A copy of the financial statement and auditor's report has to be given to each member at least ten days before the annual meeting.

(e) **Proposed by-law or budget**

A proposed by-law or budget has to be mentioned in a notice of meeting or an agenda sent out with the notice. A copy of the proposed by-law or budget has to be given to each member at least five days before the meeting.

Article 4: Holding Members' Meetings

4.1 Agenda of Members' Meetings

(a) **Annual meetings**

The agenda for each annual meeting has to include:

- presenting the financial statements
- presenting the auditor's report on the financial statements, and
- appointing the auditor for the next year.

The agenda usually includes election of directors and reports from the board.

(b) **All meetings**

The agenda for all meetings has to be approved at the meeting. The agenda can only include things referred to in the notice of the meeting or a proposed agenda sent out with the notice. Members cannot vote on anything else, although they can discuss other business without voting.

(c) **Proposed agenda**

The board has to present a proposed agenda for each members' meeting. The proposed agenda should be sent out with notice of the meeting. It can also be sent out later or presented at the beginning of the meeting, but it can only include things referred to in the notice of the meeting.

(d) **Adding items**

Any member can have something put on the proposed agenda by sending a written request to the board. The board has to put the item on the proposed agenda for the next members' meeting. If the next meeting is less than fifteen days after the request is received, the board will put it on the proposed agenda for the following meeting. Anything added to the proposed agenda has to be within the powers of the members as stated in section 6.1 of this By-law (*Co-op Act* Requirements).

4.2 Authority of Members' Meetings

A members' meeting can amend any by-law or budget presented to it. They can do this even if the version they pass is different from, or contrary to, what was originally sent out under section 3.3(e) (Proposed by-law or budget). Any decision at a members' meeting must be within the powers of the members as stated in section 6.1 of this By-law (*Co-op Act* Requirements).

4.3 Quorum at Members' Meetings

(a) **Minimum number**

Fifteen percent of the members or twenty members (whichever is fewer) is the minimum number that must be present for the co-op to hold a legal members'

meeting. This is called a quorum. A quorum must be present at the beginning of the meeting and at the time of any vote. If there is not a quorum, anything done has no official status.

- If there is a secret ballot, a quorum has to be present at the time the ballots are collected, but not when the result is announced.
- When counting quorum, the chair is included if the chair is a member of the co-op.

(b) **If no quorum**

A meeting should start at the time stated in the notice of the meeting or as soon after that as a quorum arrives. A meeting has to be called off if the following apply:

- if a quorum has not arrived by thirty minutes after the time stated in the notice, or
- if a quorum is not present when it is time for a vote.

(c) **Continuing the meeting at a later time**

If a meeting is called off because there is not a quorum, the members who are present can vote to continue the meeting between five and fifteen days later. The agenda for the continued meeting will be the same as for the original meeting. There must be at least two days' notice of the continued meeting as stated in section 3.3 (Notice of Members' Meetings).

(d) **Quorum at continued meeting**

Sections 4.3(a) and (b) apply to the continued meeting, but if a full quorum has not arrived thirty minutes after the time stated in the notice of the meeting, the quorum for that meeting will be ten percent of the members.

(e) **Appeal meeting or requisitioned meeting**

If a meeting is to consider a member requisition or an appeal of a board decision that is permitted under another by-law, sections 4.3(a) and (b) apply, but the meeting cannot be continued at a later time to consider the requisition or appeal. Sections 4.3(c) and (d) do not apply. The board does not have to call another meeting in response to the requisition or appeal. If a meeting is continued to deal with other items, the requisitioned item or appeal will not be on the agenda for the continued meeting.

4.4 Attendance by Non-Members

(a) **Non-members**

Non-members, including staff, can attend and speak at members' meetings only if the chair gives them permission. The members can reverse the chair's permission. Non-members cannot vote or make motions.

(b) **Manager**

The board should usually arrange for the manager to be present at members' meetings to answer questions and explain things.

4.5 Minutes and Record of Attendance

The board will arrange for the secretary or someone else to keep minutes and a record of all persons who attend members' meetings. The minutes should comply with section 21.1 (Confidentiality of Minutes).

Article 5: Procedure

5.1 Chair

(a) **Chosen by board**

The chair for each members' meeting will be chosen by the board. The board can choose a director or member or an outside person.

(b) **Outside chair**

If the board chooses an outside person who is not a member, the members must approve that person at the meeting. If they do not approve the outside person, the chair will be another member chosen by the board.

(c) **If board does not choose**

If the board does not choose someone else, the chair will be the president.

5.2 Rules of Order

The Rules of Order are a part of this By-law. They are attached as Schedule A. The chair uses the Rules of Order to run members' meetings, and decides any question about procedure that is not in the Rules of Order. The members have the right to appeal the chair's ruling as stated in the Rules of Order.

5.3 Voting

(a) **Right to vote**

Every member of the co-op has the right to one vote at any members' meeting. Anyone can vote who is a member at the time of the vote.

(b) **Must be present**

Members can vote only if they are present at the meeting. Members cannot appoint someone else to vote for them.

(c) **Secret ballot**

Voting is by show of hands unless there is a secret ballot. There will be a secret ballot in the following cases:

- electing directors
- where the board decides there should be a secret ballot and states this on the agenda for the meeting, and
- where the members at the meeting decide by simple majority vote to have a secret ballot on a motion.

(d) **Voting by chair**

The chair can vote only if the chair is a member of the co-op and only in the following situations.

- **Secret ballot:** The chair can vote on a secret ballot. If it is a tie, the chair does not get a second vote.
- **Other votes:** The chair can vote only to break a tie.

5.4 Majority Required

(a) **Simple majority**

A simple majority vote is needed to make any decision at a members' meeting unless a by-law or the *Co-op Act* has other requirements. A simple majority is more than half the votes cast, without counting abstentions. A tie vote defeats the motion.

(b) **Two-thirds majority**

A two-thirds majority vote is needed to confirm by-laws and by-law amendments. This means at least two-thirds of the votes cast, without counting abstentions and without rounding. A two-thirds majority vote is also needed to confirm special resolutions. Special resolutions are required in certain situations stated in the *Co-op Act* and the co-op by-laws. Examples are when amending the Articles of Incorporation and when approving Major Commitments under section 24.2(a) (Approval Process – How member approval is given).

(c) **Calculating majorities**

Rule 6 (Voting) in the Rules of Order states how a simple majority and a two-thirds majority are calculated. Examples are in the Comment in Rule 6.

Article 6: Member Control

6.1 *Co-op Act* Requirements

The *Co-op Act* states the basic requirements for member control and board of directors responsibility. These are:

(a) **Board responsibility**

The board supervises the management of the affairs and business of the co-op.

(b) **Member control**

The members do not manage the affairs of the co-op. They have final say only in the ways stated in the *Co-op Act.* In addition, the by-laws require member approval for certain actions. Examples where member approval is required are:

- electing directors
- removing directors
- approving the housing charges
- approving operating and capital budgets
- appointing the auditor
- approving commitments as stated in section 24.1(a) (Major Commitments – When member approval is needed)
- confirming by-laws and by-law changes

6.2 Requisitions

If any members feel that there is a problem that requires a membership decision, they can submit a requisition. This is sometimes called a petition. Requisitions are not business as usual, but are used as a last resort in unusual circumstances where members feel they are not being served by the board. The *Co-op Act* has detailed rules for requisitions. Members should consult the Act. The next part of this Article has explanations and additions. The last section of this Article has rules that apply to all requisitions.

6.3 Requisition to Put Something on the Agenda for a Members' Meeting

Members can submit a requisition to put something on the agenda for the next general members' meeting. This may not be necessary because a single member can do the same thing under section 4.1(d) (Agenda of Members' Meeting – Adding items) of this By-law. The requisition can also ask the board to circulate a statement about something already on the agenda. The requisition must include the exact wording of the statement. Details of this kind of requisition include:

- **Section 71:** See Section 71 of the *Co-op Act.*
- **Five percent:** The requisition must be signed by five percent of the members.

- **21 days:** A requisition to add an item must be received at least 21 days before the meeting.
- **14 days:** A requisition to circulate a statement about something must be received at least 14 days before the meeting.
- **Limits:** The agenda item must be within the authority of the members.

6.4 Requisition to Pass a By-law or Directors' Resolution

Members can submit a requisition for the board of directors to pass a by-law or resolution. The requisition must include the exact wording of the by-law or resolution. The board does not have to agree with the requisition. In that case the board calls a general members' meeting to consider the question. If the board does not do that, then anyone who signed the requisition can call the general members' meeting. Details of this kind of requisition include:

- **Section 70:** See Section 70 of the *Co-op Act.*
- **Ten percent:** The requisition must be signed by ten percent of the members.
- **21 days:** If the board agrees with the requisition, it has 21 days to pass the by-law or resolution and call a members' meeting to confirm it, if necessary.
- **General members' meeting:** If the board does not agree with the requisition, it can call a general members' meeting to decide. If the board does not call a general members' meeting within 21 days, then anyone who signed the requisition can call the meeting. The meeting has to be held within 60 days.
- **No repetition:** If the requisition failed, no new requisition is permitted for a similar by-law or resolution for two years.

6.5 Requisition to Call a General Members' Meeting

Members can submit a requisition for the board of directors to call a general members' meeting. The requisition must state the purpose of the meeting. This is normally used when the board has not been calling enough meetings or members want information about something from the board. It can also be used if members want to remove directors from the board. It does not authorize the members to pass a by-law unless the board has already passed it. Details of this kind of requisition include:

- **Section 79:** See Section 79 of the *Co-op Act.*
- **Five percent:** The requisition must be signed by five percent of the members.
- **30 days:** The board must call and hold the general members' meeting within 30 days.
- **60 days:** If the board does not call and hold a general members' meeting within 30 days, then anyone who signed the requisition can call the meeting. The meeting has to be held within 60 days.
- **Limits:** The business for the meeting must be within the authority of the members.

6.6 Requirements for All Requisitions

Requisitions have to follow the requirements of the *Co-op Act.* This can be very detailed and complicated. The following rules apply to requisitions at the co-op under the *Co-op Act* and the by-laws.

- **Exact wording:** Requisitions must include the exact wording of the proposed motion, resolution, by-law, etc.
- **Original signatures:** The requisition submitted must have the original of all signatures, not photocopies. It cannot be signed or submitted electronically. Section 26.3(c) (Notices to Co-op – Electronic mail) does not apply.
- **Multiple pages:** The signatures can be on more than one page, but each page has to have the full wording of the proposed motion, resolution, by-law, etc.
- **Time limits:** All time limits start when the original requisition is given to the co-op as stated in section 26.3 (Notices to Co-op).
- **Calling meetings:** Meetings called under requisitions are called in the same way as other members' meetings and with the same notice periods and are governed by the same rules.
- **Planned meetings:** The board does not have to call a separate meeting under Sections 70 or 79 of the *Co-op Act*, but can put the requisition on the agenda for another members' meeting within the same time limits.

Article 7: Board of Directors

7.1 Number of Directors

The board of directors is made up of seven directors.

7.2 Who Can be a Director

(a) ***Co-op Act***

Directors have to be members of the co-op who are at least 18 years old and have the other qualifications stated in the *Co-op Act*. These qualifications are that a director may not be bankrupt or incapable of managing property under the *Substitute Decisions Act.* They apply at the time directors are elected and while they are directors. If an existing director no longer has the required qualifications, the position on the board is automatically vacant.

(b) **Good financial standing**

Members who are in arrears may not be elected or appointed as directors. The rules for existing directors who go into arrears are stated in the Occupancy By-law.

(c) **Members of same household**

Two or more members who occupy the same unit may not be directors at the same time.

(d) **Management or service company employee**

A member cannot be a director as stated in section 18.7(a) (Management or Service Company Employee – Can't be director or officer) and the Occupancy By-law section on "Co-op Employees".

(e) **Former directors who resigned**

A member who resigns as a director may not be on the board until the second annual election after resigning. Until then, the member cannot be elected to the board or appointed to fill a board vacancy. The member cannot run at the first annual election after resigning.

(f) **Ethical Conduct and Confidentiality and Conflict of Interest Agreements**

Every director has to sign a Directors' Ethical Conduct Agreement and a Confidentiality and Conflict of Interest Agreement. The Agreements have to be signed before the election meeting or within ten days afterwards. A signed copy of each Agreement must be given to the manager. If a director fails to do this, the position on the board is automatically vacant.

(g) **Issues about qualification**

A. **Before the board elections**

Any question about whether the member meets the requirements to be a director should be resolved before board elections, if possible. If there is a disagreement, the member can run for the board. If elected, the member will not become a director until the board decides on the question.

B. **After the board elections**

If a question about a director's qualifications at the time of election comes up later, the director will continue on the board until the board makes a decision about it.

C. **Effect of board decision**

If the decision under A. or B. is that the member did not meet the requirements, the position on the board is automatically vacant. The decision is not subject to appeal.

(h) **Board procedure for deciding about qualification**

The member must be given written notice of the board meeting to discuss whether the member met the requirements to be a director. The notice has to be given at least ten days before the meeting and must state the date, time and place of the meeting and the reason why the member may not have met the requirements. The member can appear and speak at the meeting. The member can have a representative at the meeting. The board decides and votes without the member present.

7.3 Term of Office

(a) **Length of term**

Directors serve for terms of two years. A term of two years means a term starting at the end of an annual members' election meeting and ending at the end of the second annual members' election meeting after that. This means that a term will not be exactly two years.

(b) **First meeting of new board**

The board must meet no more than seven days after an annual general members' election meeting or any meeting where more than forty percent of the director positions are elected. The time for the meeting can be postponed only if all directors sign a consent to postpone it. Until the board meeting, the co-op signing officers prior to the election will keep their responsibilities under this By-law.

(c) **Staggered terms**

Directors' terms will be staggered so that in one year about half the directors will be elected for two-year terms and in the next year the other directors will

be elected for two-year terms. If there is a vacancy, the replacement will serve for the remainder of the former director's term.

(d) **Election for partial terms**

Sometimes a single election is for directors with full terms and partial terms. An example would be where a director resigned and the board did not appoint someone. At those elections the candidates with the largest number of votes will be elected to the full terms. If there is a tie for the last full term position, the board will decide. The decision will be recorded in the board minutes.

7.4 Director Term Limits

(a) **One year gap**

A member who has been a director for two consecutive terms is not eligible to be a director until the next annual election after the second term ended. Until then, the member cannot be elected to the board.

However, if an election has occurred and there are fewer members that step forward to serve then there are board vacancies, the board can appoint a member regardless of this term limit clause. In this case, the appointed board member will only hold the position until the next general members meeting in which case their position is again up for election.

A partial term counts as a term if it is longer than one year.

(b) **Start of these rules**

The existing terms of directors will not be reduced when this By-law comes into force. This section will apply to all elections after that time.

Article 8: Board Elections

1.1 8.1 Election Procedures

(a) Election committee

The board will appoint an election committee or election officer before any members' meeting where there will be an election. The committee or officers do not have to be members. If the board does not appoint an election committee or officer, then the board will perform the duties of the election committee.

(b) General duties of election committee

- giving information about the election to the members, including educating members on the duties and responsibilities of the board
- finding candidates
- discussing qualification issues with candidates
- setting a deadline for nominations
- making sure the election follows the rules stated in the *Co-op Act* and the by-laws
- arranging for ballots to be distributed to members
- acting as or arranging for returning elections officers to control the ballot boxes and ensure confidentiality of marked ballots,

(c) Nominations

Members can run for a director position by submitting a nomination form that includes the information in Schedule E to this By-law. The form must be signed by the nominee and two other members. The nominee must submit a signed Directors' Ethical Conduct Agreement and a Confidentiality and Conflict of Interest Agreement at the same time. These will take effect if the nominee is elected.

(d) Nomination deadline

The election committee will establish a deadline for nominations. This must be at least six days before the date of the election meeting. It can extend the deadline to a day at least three days before the date of the election meeting. It can do this before or after the original deadline and regardless of the number of nominations received before the original deadline.

(e) Checking qualifications

The election committee will review the qualifications of each candidate and, if there is any question, will discuss it with the candidate. if the candidate does not withdraw the nomination before the election meeting, the candidate may run and section 7.2(g)(A) (Issues about Qualification— Before the board elections**)** will apply.

(f) **Number of candidates**

The election committee should try to have more candidates than the number of directors to be elected.

(g) **Counting votes**

The election committee supervises counting the votes and announces the results. The members' meeting should choose two or more members unrelated to the candidates to count the votes. If there is no election committee, or if the members do not choose people to count the votes, the chair will decide how the votes will be counted.

(h) **No conflict of interest**

If there is an election committee separate from the board, no member of the committee, or relative of a member, can run in the election. If the board is acting as the election committee, any director who wishes to run in the election, or who has a relative who wishes to run, has to declare a conflict of interest and cannot be involved in any board decisions or activities related to the election. The conflict-of-interest rules in the by-laws will apply. If a conflict of interest is not declared, the director and all relatives are not eligible to run for the board. Someone who is running for election or re-election cannot chair any part of a members' meeting where there are elections.

1.2 8.2 Election Meeting

(a) (a) **Annual members' election meeting**

Members elect the directors at the annual meeting, but elections can be scheduled for another meeting. If there are vacancies, they are filled as stated in section 12.3 (Vacancies).

(b) (b) **Nominations**

The election committee will present a list of candidates that have been nominated. Nominations from the floor at the election meeting are not permitted.

(c) (c) **Voting**

Voting will be by secret ballot. The rules in the *Co-op Act* must be followed. These include:

- Members must cast a number of votes equal to the number of positions to be filled. Any ballot which has more or less votes will not be counted.
- Members cannot vote more than once for a candidate.
- Members cannot appoint someone else to vote for them.

(d) (d) **Advance voting**

Members can vote in advance at the co-op office or another polling station set up by the election committee. The committee will notify all members of the days and hours when they can vote. Members may have to provide identification. They will be given a ballot to fill in in secret. The filled-in

ballots will be put in a sealed box that will not be opened until the election meeting.

(e) (e) **Special circumstances**

If members cannot vote at the office or polling station because of special circumstances, such as illness or absence during polling hours, they can contact the office or the election committee. The committee can arrange for two persons to meet a member at the office or their unit, give them a ballot and put the ballot into a sealed box.

(f) (f) **Quorum requirements**

There must be a quorum at the election meeting until the final vote is cast. There does not have to be a quorum while the votes are being counted and when the results of the vote are announced.

(g) (g) **Most votes**

The candidates with the most votes are elected to the board. The number of votes for each candidate or the order in which they finished should not be announced. If applicable, there will be an announcement of:

- the names of candidates tied for the last position
- the names of candidates elected for a full term and for a partial term.

(h) (h) **Tie vote**

If there is a tie for the last position for a full or partial term, the chair will decide the winning candidate at the meeting by lottery (coin toss or random draw).

(i) (i) **Acclamation**

If the number of nominees is equal to the number to be elected or less, the chair will declare that the candidates are elected by acclamation.

(j) (j) **Lower number elected**

If the number of directors elected is lower than the positions available, the vacancies can be filled by the board under section 12.3 (Vacancies).

1.3 8.3 Recount

(a) **Immediate recount**

A member can move to have a recount immediately after the results are announced. If a quorum is still present and at least nine members support the motion, there will be an immediate recount. One of the members who supported the motion can be present during the counting.

(b) **Special recount meeting**

If there has not been an immediate recount, five percent of the members can requisition a special members' meeting to recount the votes. See section 6.5 (Requisition to Call a General Members' Meeting). This requisition must be

received during the seven days following the election meeting. There will be a recount at the meeting. One of the members who signed the requisition can be present during the counting. Until the recount, the results announced at the election meeting will stand.

(c) **Used ballots**

The election committee or the chair will destroy the ballots, counting records and any electronic records right after a recount. If there is no recount at the election meeting, those items will be kept in a safe place during the seven days following the election meeting. They will be destroyed on the eighth day unless a recount meeting has been requisitioned under this section.

The board will appoint an election committee or election officer before any members' meeting where there will be an election. The committee or officers do not have to be members. If the board does not appoint an election committee or officer, then the board will perform the duties of the election committee.

(d) **General duties of election committee**

- giving information about the election to the members, including educating members on the duties and responsibilities of the board
- finding candidates
- discussing qualification issues with candidates
- setting a deadline for nominations
- making sure the election follows the rules stated in the *Co-op Act* and the by-laws
- arranging for ballots to be distributed to members
- acting as or arranging for returning elections officers to control the ballot boxes and ensure confidentiality of marked ballots,

(e) **Nominations**

Members can run for a director position by submitting a nomination form that includes the information in Schedule E to this By-law. The form must be signed by the nominee and two other members. The nominee must submit a signed Directors' Ethical Conduct Agreement and a Confidentiality and Conflict of Interest Agreement at the same time. These will take effect if the nominee is elected.

(f) **Nomination deadline**

The election committee will establish a deadline for nominations. This must be at least six days before the date of the election meeting. It can extend the deadline to a day at least three days before the date of the election meeting. It can do this before or after the original deadline and regardless of the number of nominations received before the original deadline.

(g) **Checking qualifications**

The election committee will review the qualifications of each candidate and, if there is any question, will discuss it with the candidate. if the candidate does not withdraw the nomination before the election meeting, the candidate may

run and section 7.2(g)(A) (Issues about Qualification— Before the board elections**)** will apply.

(h) **Number of candidates**

The election committee should try to have more candidates than the number of directors to be elected.

(i) **Counting votes**

The election committee supervises counting the votes and announces the results. The members' meeting should choose two or more members unrelated to the candidates to count the votes. If there is no election committee, or if the members do not choose people to count the votes, the chair will decide how the votes will be counted.

(j) **No conflict of interest**

If there is an election committee separate from the board, no member of the committee, or relative of a member, can run in the election. If the board is acting as the election committee, any director who wishes to run in the election, or who has a relative who wishes to run, has to declare a conflict of interest and cannot be involved in any board decisions or activities related to the election. The conflict-of-interest rules in the by-laws will apply. If a conflict of interest is not declared, the director and all relatives are not eligible to run for the board. Someone who is running for election or re-election cannot chair any part of a members' meeting where there are elections.

1.4 8.2 Election Meeting

(a) **Annual members' election meeting**

Members elect the directors at the annual meeting, but elections can be scheduled for another meeting. If there are vacancies, they are filled as stated in section 12.3 (Vacancies).

(b) **Nominations**

The election committee will present a list of candidates that have been nominated. Nominations from the floor at the election meeting are not permitted.

(c) **Voting**

Voting will be by secret ballot. The rules in the *Co-op Act* must be followed. These include:

- Members must cast a number of votes equal to the number of positions to be filled. Any ballot which has more or less votes will not be counted.
- Members cannot vote more than once for a candidate.
- Members cannot appoint someone else to vote for them.

(d) **Advance voting**

Members can vote in advance at the co-op office or another polling station set up by the election committee. The committee will notify all members of the days and hours when they can vote. Members may have to provide

identification. They will be given a ballot to fill in in secret. The filled-in ballots will be put in a sealed box that will not be opened until the election meeting.

(e) **Special circumstances**

If members cannot vote at the office or polling station because of special circumstances, such as illness or absence during polling hours, they can contact the office or the election committee. The committee can arrange for two persons to meet a member at the office or their unit, give them a ballot and put the ballot into a sealed box.

(f) **Quorum requirements**

There must be a quorum at the election meeting until the final vote is cast. There does not have to be a quorum while the votes are being counted and when the results of the vote are announced.

(g) **Most votes**

The candidates with the most votes are elected to the board. The number of votes for each candidate or the order in which they finished should not be announced. If applicable, there will be an announcement of:

- the names of candidates tied for the last position
- the names of candidates elected for a full term and for a partial term.

(h) **Tie vote**

If there is a tie for the last position for a full or partial term, the chair will decide the winning candidate at the meeting by lottery (coin toss or random draw).

(i) **Acclamation**

If the number of nominees is equal to the number to be elected or less, the chair will declare that the candidates are elected by acclamation.

(j) **Lower number elected**

If the number of directors elected is lower than the positions available, the vacancies can be filled by the board under section 12.3 (Vacancies).

1.5 8.3 Recount

(a) **Immediate recount**

A member can move to have a recount immediately after the results are announced. If a quorum is still present and at least nine members support the motion, there will be an immediate recount. One of the members who supported the motion can be present during the counting.

(b) **Special recount meeting**

If there has not been an immediate recount, five percent of the members can requisition a special members' meeting to recount the votes. See section 6.5

(Requisition to Call a General Members' Meeting). This requisition must be received during the seven days following the election meeting. There will be a recount at the meeting. One of the members who signed the requisition can be present during the counting. Until the recount, the results announced at the election meeting will stand.

(c) **Used ballots**

The election committee or the chair will destroy the ballots, counting records and any electronic records right after a recount. If there is no recount at the election meeting, those items will be kept in a safe place during the seven days following the election meeting. They will be destroyed on the eighth day unless a recount meeting has been requisitioned under this section.

Article 9: Role of the Board of Directors

9.1 Duties of Board of Directors

The board is responsible for the good governance of the co-op. The board supervises the management of the co-op. It can use all the powers of the co-op, unless the *Co-op Act* or the by-laws say that a members' meeting is needed to decide on something. Some of the board's duties are to:

(a) **Members**

- approve or refuse membership applications
- call members' meetings and present an agenda to the members
- report to the members on the activities of the board and committees
- pay attention to the community needs of the members
- make sure that education about co-operatives is available to members

(b) **Finances**

- oversee the financial affairs of the co-op
- present a budget to the members
- make financial decisions for the co-op within the budget and by-laws
- arrange for long-term financial planning based on expected future needs of the co-op
- make sure the co-op has a current building condition assessment, a current reserve fund study and an asset management plan
- report to the members on the co-op's finances

(c) **Maintenance**

- ensure that the co-op's property is well maintained and repairs are done when needed
- make sure that the system for responding to member work orders operates efficiently

(d) **Risk management**

- make sure the co-op has appropriate insurance for the co-op property and for co-op liability
- make sure that other kinds of insurance are maintained if prudent and cost-effective, such as directors' and officers' liability insurance and employee and contractor dishonesty insurance or bonding
- evaluate long-term maintenance contracts for co-op equipment
- make sure the co-op has a disaster relief plan
- arrange for all required fire plans
- make sure the co-op's electronic records and data are backed up and protected

(e) **Organization**

- make sure that co-op by-laws are reviewed regularly
- have a clear outline of the responsibilities of committees and staff
- direct and co-ordinate the activities of committees

- involve the co-op in the broader co-operative movement and in the local community

(f) **Staffing**

- deal with staffing as stated in Article 16 (Staffing)

9.2 Committees and Staff

The board can arrange for things to be done by committees or staff. The board has to supervise them. The board has final responsibility and can overrule committees or staff.

9.3 Powers of Individual Directors

The board of directors can act only by a decision of the board as a whole. Individual directors have no authority to act except as stated in a by-law or as authorized by a decision at a board meeting.

Article 10: Standards for Directors

10.1 Standard of Care

Standards of care required for a director are stated in the *Co-op Act* and other laws. A director must

- act honestly, in good faith and in the best interests of the co-op rather than in the director's personal interest, and
- use the care, diligence and skill of a reasonably prudent person.

10.2 Performance of Directors' Duties

Each director must

- attend all board and members' meetings unless excused by the board based on advance notice of absence or later information if advance notice was not possible
- prepare for all meetings
- comply with the co-op by-laws and with board decisions, and
- comply with the Directors' Ethical Conduct Agreement and the Confidentiality and Conflict of Interest Agreement.

Article 11: Board Procedures

11.1 Board Meetings

(a) **Regular meetings**

Unless the board decides something else, the board will hold regular monthly meetings at a regular time and place set by the board.

- There is no need to give notice of regular meetings.
- The board can consider or adopt a motion even if no advance notice of the item was given.

(b) **Special meetings**

The board can hold special meetings. A special meeting can be called by a decision of the board, by the president or vice-president or by a quorum of directors. It can be held at any place the board approves. A director with a conflict of interest cannot call a special meeting about the item where there is a conflict or be part of the quorum that calls the special meeting.

- Each director must be given at least three days written notice. In case of emergency, less notice can be given and/or notice can be given in person or by phone or voicemail.
- The notice must state the general nature of the meeting's business. An agenda should be included with the notice if possible.
- The board can only adopt motions about things that were within the notice or on the agenda.

(c) **E-mail notices**

Any director can agree in writing to accept notices by e-mail. This can be done using section 2 of the Directors' Ethical Conduct Agreement. E-mail can be used to give those directors notices of board meetings, agendas of board meetings and reports and other documents related to board functions. Highly sensitive materials should not be sent by e-mail, but should be distributed at the meeting and all copies should be collected afterwards.

(d) **Giving up the right to a notice**

Directors can give up their right to notice of a specific meeting. This can be done in writing or by attending the meeting.

11.2 Quorum at Board Meetings

A quorum must be present in order to hold a board meeting and make decisions or transact any business. A quorum equals a majority of the number of directors stated in section 7.1 (Number of Directors). The number required for a quorum can only be reduced by an amendment to this By-law and only if the new quorum complies with the *Co-op Act*. It is not reduced by vacancies, conflicts of interest or for any

other reason. If the chair is a member of the co-op, the chair is included when counting quorum.

11.3 Phone Meetings

Any or all directors can participate in a board meeting by conference phone or other equipment where all the directors can hear each other. A director participating in those ways is considered to be present at the meeting.

11.4 Board Polls

(a) **Effect of board poll**

If no director objects, a board poll can be used to get an advance opinion from the directors. A board poll is not a legal decision. The results have to be reported to the next board meeting. The board poll becomes a legal decision if the board passes a motion to confirm it.

(b) **Procedure for board poll**

A board poll can be arranged by a decision of the board, by the president or vice-president or by the manager. The poll can be conducted by e-mail, telephone or in other way. All directors will be given the same information and the opportunity to state their position on the issue.

(c) **Acting on board poll**

Before the next regular board meeting, action can be taken as a result of a board poll only if

- the result of the board poll is confirmed by a special board meeting, which could be by telephone, or
- the action is within the authority of the manager or another person who takes the action.

11.5 Chair

The chair for all board meetings will be the president, or the vice-president if the president is absent. The board can choose someone else. That person can be another director, a member or an outside person. The chair can only vote in order to break a tie and only if the chair is a director.

11.6 Voting

Each director has one vote at board meetings. A simple majority vote is needed to make any decision, unless a by-law, or the *Co-op Act*, states something else. An abstention is not counted as a vote. A tie vote defeats the motion unless the chair is a director and votes to break the tie.

11.7 Procedures

Procedures at board meetings will be the same as at members' meetings. The Rules of Order for members' meetings also apply to board meetings except when this By-law states something else.

11.8 Members, Staff and Guests at Board Meetings

Members, staff and guests can attend the non-confidential part of board meetings with the permission of the board. Permission can be withdrawn at any time. Persons who are not directors can speak with the board's permission, but they cannot make motions or vote.

11.9 Minutes of Board Meetings

The approved minutes, or brief summaries, should be made available to members as soon as possible after they are approved. A copy of the approved minutes must be available to members at the co-op office during regular office hours. This does not include confidential minutes as stated in section 21.1 (Confidentiality of Minutes).

Article 12: Early Ending of Directors' Terms

12.1 Resignation of a Director

(a) **Submitting resignation**

A director can resign by giving written notice to the co-op. The notice must be delivered to the president or to the co-op office. The resignation will not take effect until the time stated in this section.

(b) **If there would still be quorum**

The board will consider the resignation at the first meeting after it is received. If the board would still have a quorum after the resignation takes effect, the board must accept the resignation at that meeting. The resignation will take effect when it is accepted.

(c) **If there would not be quorum**

If the resignation would leave the board without a quorum, it will take effect thirty days after the board meeting or earlier if enough vacancies are filled so there will be a quorum. The vacancies can be filled by the board or by the members if the item is on the agenda for a members' meeting during the thirty days.

(d) **Withdrawing resignation**

A director can withdraw a resignation before it takes effect, but only if the board passes a motion to consent to withdrawal.

12.2 Removal of a Director

(a) **Members can remove**

A members' meeting can remove any director before the end of the director's term. This can be for the reasons stated in the next paragraph of this section or for any other reason that the members wish. Notice that a motion made to remove a director must be given to all members at least ten days before the meeting. The motion must be passed by majority vote.

(b) **Board can recommend removal**

The board can recommend that the members remove a director if the board decides that the director has broken Article 10 (Standards for Directors) or has not carried out the other responsibilities of a director or member.

(c) **Procedure for board recommendation**

The director must be given written notice of the board meeting to discuss the recommendation. The notice has to be given at least ten days before the meeting and must state the time and place of the meeting and the grounds for the recommendation. The director can appear and speak at the meeting. The

director can have a representative at the meeting. The board decides and votes on the recommendation without the director present.

(d) **Report to members**

If the board votes to recommend removal and the director does not resign, the board must report the recommendation to the next members' meeting. The members make the final decision. If no motion is passed at the members' meeting, the board decision is confirmed and removal is effective on the day of the members' meeting.

(e) **Until members' meeting**

If the board votes to recommend removal, then until the members' meeting the director will not be entitled to attend board meetings as a director or count in the quorum or receive notices or documents that go to directors.

(f) **Resignation after board decision**

If the board votes to recommend removal, the director may decide to resign before the next members' meeting. If the director submits a written resignation, it will take effect only as stated in section 12.1 (Resignation of a Director).

(g) **Removal for prohibited conflict of interest**

The board can remove a director with a prohibited conflict of interest as stated in section 19.5(e) (Rules for Directors – If there is a prohibited situation). In that case, removal is effective immediately and does not require approval by the members.

12.3 Vacancies

(a) **When the members remove a director**

When the members remove a director, they can elect any qualified person for the rest of the term of the former director. Article 8 (Board Elections) applies with all necessary changes. If the members do not fill the vacancy, the board can do so.

(b) **When members do not elect enough directors**

When the members do not elect the full number of directors at an election meeting, the board can appoint a qualified person to fill the vacancy.

(c) **When vacancies occur for any other reason**

When there is a vacancy on the board and the previous paragraph doesn't apply, the board can appoint a qualified person for the rest of the term of the former director. The appointment takes effect immediately, but the election of the director must be put on the agenda for the next members' meeting. The appointment will be considered confirmed unless the members elect someone else.

(d) **If no board quorum**

If there is a vacancy and the board no longer has a quorum, the remaining directors must call a members' meeting. If they do not do so, then the manager or anyone who was an officer within the last twelve months can call the meeting. At that meeting the members elect directors to serve the rest of the terms of the former directors.

Article 13: Officers

13.1 Election of Officers

(a) **Electing officers**

The board elects the following officers annually, or more often as needed:

- president
- vice-president
- secretary
- treasurer

(b) **Electing officers**

Officers will be elected at the first meeting after the board's election. The board can fill vacancies as necessary. The board can elect any other officers and give them any authority and duties.

(c) **Qualifications**

All officers must be members of the co-op. Only the president and vice-president have to be directors. An office becomes vacant when the officer is no longer a member. If the president or vice-president ceases to be a director, the office automatically becomes vacant. If other officers cease to be directors, the office does not automatically become vacant.

(d) **Only one office**

Directors and other members can only hold one office at a time.

13.2 Confidentiality and Conflict of Interest Agreement

All officers who are not directors must sign a Confidentiality and Conflict of Interest Agreement within ten days after they become officers. A signed copy must be given to the manager. People who fail to do this are automatically removed as officers.

13.3 Resignation of Officers

(a) **Different from resignation as a director**

This section deals with the resignation of an officer. Section 12.1 deals with the resignation of a director. An officer who is a director can resign as an officer without resigning as a director.

(b) **How to resign**

An officer can resign by giving written notice to the co-op. The notice must be delivered to the president or to the co-op office. The resignation will take effect at the time the resignation is received or at the time stated in the resignation, if that is later.

13.4 Removal of Officers

(a) **Different from removal as a director**

This section deals with removing an officer separate from removal as a director. Section 12.2 deals with removing a director. When a director is also an officer, removal as a director does not automatically include removal as an officer except in the case of the president or vice-president.

(b) **How to remove an officer**

The board can remove any officer at any time and for any reason. At least three days' written notice of a motion to remove an officer must be given to all directors and to the officer, if not a director. The officer can appear and speak at the meeting. The board decides and votes without the officer present. If the officer is removed, the board can immediately fill the vacancy.

Article 14: Officers' Duties

14.1 The President

The president

- gives leadership to the co-op
- represents the co-op to the outside world unless the board has appointed someone else for a specific event or purpose
- chairs meetings of the board unless the board chooses someone else
- follows the decisions approved at board and members' meetings
- acts as the co-op's representative in ongoing dealings with staff unless this duty is given to another officer
- co-ordinates the work of the board, committees, members and staff, and
- reports about board activities at every members' meeting.

14.2 The Vice-President

The vice-president performs the president's duties in the absence of the president and generally works with the president in carrying out the president's duties. The president and vice-president review their roles regularly to make sure that they are carrying out all their responsibilities.

14.3 The Secretary

(a) **Role of staff**

Staff is responsible for performing regular secretarial duties for the co-op. The manager must see that all the staff duties are done and that legal requirements are met. The secretary will be familiar with staff secretarial duties and report to the board if staff is not adequately performing them. The secretary will perform any secretarial duties that are not part of staff responsibilities.

(b) **Duties**

The secretarial duties are:

- giving all required notices of board and members' meetings
- providing all necessary documents for board and members' meetings
- ensuring that co-op minutes and minute books are properly kept up and meet appropriate standards, including
    - minutes of board and members' meetings include all motions and the results of the motions
    - all reports, resolutions, by-laws and other things submitted at a meeting are attached to or included with the minutes
    - minutes of board and members' meetings are duly signed by two signing officers and inserted in the minute book
    - the minute book is kept up to date, and

- minutes of all board and members' meetings are distributed before the next meeting

- making all necessary corporate filings with the government, and
- arranging for a copy of all new by-laws to be given to the members as soon as possible after they are confirmed.

14.4 The Treasurer

(a) **Role of staff**

Staff is responsible for the day-to-day financial management of the co-op. The treasurer must understand and review the co-op's finances and report on them to the board and the members and any financial committees. The treasurer will report to the board if staff is not adequately performing its duties in relation to finances. The treasurer will report to the board with respect to any financial problems and issues.

(b) **Treasurer's duties**

The treasurer will

- act as the co-op's representative in dealing with the auditor beyond what is normally done by staff
- work with staff and the auditor in implementing and monitoring internal financial controls
- when available, sign cheques on behalf of the co-op along with one other signing officer
- each month, review the reconciliation of the co-op's bank accounts performed by staff, sign the reconciliation statement to show the review has been performed and report to the board on any problems
- work with staff in preparing an annual budget and any capital budget and present the budget to the board, and
- receive a copy of any management report from the auditor as soon as possible, report to the board on it and work with staff and the board in implementing its recommendations.

Article 15: Membership in Federations

15.1 Membership in Federations

The co-op should be a member of the Co-operative Housing Federation of Canada, any local co-op housing federation and other co-operative federations and bodies which support and promote co-operative housing.

15.2 Board Appoints

The board will appoint delegates to the Co-operative Housing Federation of Canada, the local co-op housing federation and other bodies as necessary, and define their duties and authority. They must be members of the co-op, but do not have to be directors or officers. Article 13 (Officers) will apply to them in the same way as to officers. The same member can be delegate to more than one body.

15.3 Federation Delegates

Each federation delegate

- represents the co-op at meetings of the federation
- informs the board and the members of what the federation is doing
- informs the federation of the views and concerns of the co-op, and
- votes at federation meetings. The delegate should get direction from the board on important issues.

15.4 Expenses

The co-op will pay the reasonable expenses of delegates and other members appointed to attend federation activities.

Article 16: Staffing

16.1 Staffing the Co-op

The board is responsible for co-op staffing. This includes:

- recommending amounts for staffing in the budget presented to the members
- arranging contracts with property management or service companies or others or hiring employees
- negotiating management fees, salary and employment terms, as applicable
- making sure there is an adequate contract for all staffing services including a description of duties, responsibilities and authority
- following the Occupancy By-law section on "Co-op Employees", and
- making sure that education about co-operatives is available to staff.

16.2 Dealing with Staff

(a) **Board responsibility**

The board is the final authority for the co-op in relation to staff. This includes:

- dealing with property management or service companies
- supervising the manager
- reviewing performance of property management companies and employed staff at least annually
- considering increases in fees or salaries when desirable
- dealing with complaints and problems relating to property management companies and employed staff, and
- terminating staffing contracts when needed.

(b) **Manager**

The board can give authority to the co-op manager to deal with some of its responsibilities in relation to other staff.

16.3 Confidentiality and Conflict of Interest Agreement

The board must make sure that all contracts for staffing include an agreement that the staff will follow the confidentiality and conflict of interest requirements of this By-law. This could be in employment contracts or contracts with property management or service companies or other contracts. The board must arrange for all staff to sign a Confidentiality and Conflict of Interest Agreement when they become staff. A signed copy must be kept with staff contracts. The Agreement must be the one in Schedule B, or it can be part of an employment, management or other contract as long as it says the same basic things.

16.4 Staff Information

(a) **Confidential staff information**

The co-op will respect the right of staff to privacy in their relations with the co-op and in personal information. Confidential staff information includes staff salaries, fees for staff, employment contracts, management contracts, records of reviews and complaints, personal information and personal health information.

(b) **Access to confidential staff information**

The board can have access to confidential staff information as necessary to make any decisions about staff. Individual directors can have access only as authorized by the board. They must keep the information confidential. The general membership cannot have access.

(c) **Review by new directors**

Directors must have all significant information about the co-op's contracts and obligations in order to do their job. Within ninety days after they are elected or appointed, each new director should review all the co-op's employment contracts, management contracts, staff salaries, benefit payments, fees and related materials.

(d) **Detailed review by new officers**

The officers that are mainly responsible for staff need to have more detailed knowledge of staff information. Within ninety days after they are elected, the president, the staff liaison officer, the treasurer and any other officer designated by the board, will review the complete co-op file for the last year on all staff. If there are any active complaints or other issues outstanding when they are elected, the retiring officers will give them all relevant information.

(e) **Backup copies**

The board must ensure that complete copies of all staffing contracts and important documents relating to staffing are sent to the co-op's lawyer or auditor.

Article 17: Committees

17.1 Creating Committees

A committee can be created by the board or by a members' meeting. The board decides on the membership and duties of all committees. The board decides when the work of the committee is finished or when a committee is ended.

17.2 Committee Membership

The board can appoint members to a committee. Committees can also appoint members unless the board states that they can't. The board can remove members from a committee whether the committee was created by the board or by a members' meeting.

17.3 Confidentiality and Conflict of Interest Agreement

Members of committee designated by the Board of Directors must sign a Confidentiality and Conflict of Interest Agreement within ten days after they become members. A signed copy must be given to the manager. People who fail to do this are automatically removed from the committee.

17.4 Role of Committees

Committees should report to the board at least quarterly. Committees must have authority from a motion passed by the board to:

- spend any money
- authorize any expense

Article 18: No Payment of Directors and Officers

18.1 No Payment for Being a Director or Officer

Directors and officers must serve without payment of any kind for being a director or officer.

18.2 No Other Payment to Directors or Officers

Except as stated in this Article, directors and officers and their relatives cannot receive any pay, remuneration or compensation from the co-op.

18.3 Authorized Expenses

Directors and officers may be reimbursed for reasonable travel or other expenses while doing business for the co-op. The board of directors must authorize these expenses. These expenses must meet guidelines and limits set by the board. The co-op cannot compensate directors or officers for income that was lost because they were spending time at co-op meetings or doing things for the co-op.

18.4 Contracts with Co-op

Except as specifically permitted in this By-law, directors and officers and their relatives cannot enter into any contracts with the co-op other than contracts that are generally available to other members, such as occupancy or performance agreements.

18.5 One Year Gap

One year must pass after someone is a director or officer before that person or any of their relatives can be a paid employee or contractor of the co-op.

18.6 Management or Service Company Employee

(a) **Can't be director or officer**

A member cannot be a director or officer if the member or a relative is employed by a company that provides services to the co-op. This also applies if the member or a relative is related to the business as defined in section 1.4(g) (Special Meanings – Relatives).

(b) **Making contract**

The co-op may make a contract with a property management or service company or business even though one of its employees or a relative was a

director or officer of the co-op within the prior year if all of the following are true:

- The company was selected after a fair competitive process.
- The director or officer did not take any part in the selection or contracting process, either on behalf of the co-op or the company [see section 19.5 (Rules for Directors)].
- The director or officer resigns from the board or the office before the contract starts.
- The company does not employ the director or officer or their relatives at the co-op for one year after the contract starts – even if it would be permitted under the Occupancy By-law section on "Co-op Employees".

Article 19: Conflict of Interest

19.1 Purpose of this Article

The rules in this Article are to help avoid conflicts of interest and to have fair ways to deal with them. They apply in addition to the requirements of the *Co-op Act* and other legal and government requirements. The first part of this Article explains conflict of interest. The definition of relatives is also important [section 1.4(g) (Special Meanings – Relatives)]. The second part of this Article states rules for different situations.

19.2 Understanding Conflict of Interest

People who make decisions on behalf of the co-op should make the decisions in the best interests of the co-op – not in their personal interests. This includes directors, officers, committee members and staff. Decisions at a members' meeting are governed by section 19.9 (Members' Conflict of Interest).

19.3 What is Conflict of Interest?

Two things create a conflict of interest:

- someone takes part in a decision on behalf of the co-op, and
- the decision benefits that person or a relative or friend in a way that is different from most co-op members.

(a) Taking part in a decision

People who take part in a decision on behalf of the co-op include:

- directors voting on a motion
- committee members making a decision or recommendation
- staff making a decision or giving advice to the board about a decision

(b) Benefits of a decision

Benefits of a decision include:

- direct or indirect benefits
- actual or potential benefits
- benefits to relatives and friends
- non-financial benefits

19.4 Conflict Situations

Two kinds of situations can become conflicts of interest:

- manageable situations
- prohibited situations

(a) **Manageable situations**

Manageable situations are part of the ordinary operation of the co-op. They could become conflicts of interest if the person getting the benefit takes part in the decision. Examples:

- A director puts in a work order for major renovations to their unit.
- A friend of a director is given a Notice to Appear.
- An employee requests a pay raise.

(b) **Prohibited situations**

Prohibited situations are things that do not happen in the ordinary operation of co-ops. They are often illegal. Examples include:

- A director gets a reduced price on carpeting from the same company that is contracting for carpeting for the co-op.
- A property management company or an employee receives an incentive or commission in connection with a contract signed by the co-op.
- A director is a partner or shareholder in a company that is bidding on the co-op's snow shovelling contract.

19.5 Rules for Directors

(a) **Declaring**

If a director has a conflict of interest or is involved in a situation that could become a conflict of interest, the director must declare it.

(b) **If in doubt, declare**

If a director is not sure whether something would be a conflict of interest, the director must report it to the board in the same way as stated in the previous paragraph. If other directors or members think a director could have a conflict of interest or is involved in a situation that could become a conflict of interest, they should also report it to the board.

(c) **Deciding**

The board has to decide if there is a conflict of interest and what to do about it. It should be considered at the first meeting after it is declared or reported or the next one after that. The persons who might have a conflict cannot participate in the process of deciding. They cannot be present while the decision is being made. The conflict declaration and the board decision must be recorded in the minutes of the meeting. This could be in the confidential minutes if appropriate.

(d) **If there is a manageable situation**

If there is a manageable situation, the person with the potential conflict

- cannot vote or participate in any decision-making relating to the item
- cannot be present at a meeting while the item is under discussion
- cannot see any of the documents or materials relating to the item, either before or after the decision is made

(e) **If there is a prohibited situation**

If there is a prohibited situation, the circumstances have to be changed so the prohibited situation no longer exists. It may not be enough for the director to leave the board since the director may have learned something that would give an advantage to someone, such as a bidder on a contract. Steps to be take could include one or more of the following:

A. **Resignation**

The person involved can resign as a director.

B. **Removal**

The board can remove the person involved from the board. Despite section 12.2 (Removal of a Director), removal under this section is effective as soon as the board passes the motion. There is no appeal to the members. If there is enough time, the director should be given written notice of the board meeting to discuss removal including the time and place of the meeting and the grounds for removal. The director can appear and speak at the meeting. The board decides and votes on the removal without the director present.

C. **Deal with someone else**

If the situation involved bidding on a contract with the co-op or selling something to the co-op, the co-op can reject the bidder or seller that is involved.

D. **Change the situation**

The situation that created the prohibited conflict can be changed in other ways so there will not be a prohibited conflict.

(f) **Government requirements**

Individual directors and the board as a whole must also follow government and funder reporting and procedural requirements about conflict of interest.

19.6 Rules for Officers

Officers have to follow the same rules as directors, including any officers who are not directors.

19.7 Rules for Committee Members

(a) **Declaring**

Committee members must declare conflicts of interest and situations that could become a conflict of interest to the committee in the same way as directors declare them to the board. In addition, a copy of all conflict declarations should be given to the board, including those made during a committee meeting.

(b) **Deciding**

A committee has to decide about conflict of interest in the same way as the board. Any information about conflict of interest situations should be reported to the Board via the committee liaison.

(c) **Dealing with committee conflicts**

A committee has to deal with conflict of interest in the same way as the board. In addition, the board can make a decision about a committee conflict. The committee has to follow the board decision.

19.8 Rules for Staff

(a) **Declaration by property management company**

If the co-op has a contract with a property management company, that company has to declare conflicts of interest and any situation that could become a conflict of interest by giving a written report to the president as soon as possible. This has to be presented to the board at the next meeting. This could be a conflict of interest or situation involving the property manager's staff at the co-op or involving the company or its owners or personnel who do not work at the co-op. The written report should state proposed steps to deal with the situation.

(b) **Service companies or others who are not employees**

Service companies and others who are not employees have to follow the same requirements as property management companies under (a).

(c) **Declaration by manager**

If the manager is an employee of the co-op and has a conflict of interest, or is involved in a situation that could become a conflict of interest, the manager has to give a written report and explanation to the president as soon as possible. This has to be presented to the board at the next meeting.

(d) **Declaration by other staff**

Other co-op employees who have a conflict of interest, or are involved in situations that could become conflicts of interest, have to report it to the manager immediately. The manager will give any immediate directions that are needed and give a written report and explanation to the president as soon as possible. This has to be presented to the board at the next meeting.

(e) **Board action**

The board will decide if there is a conflict of interest and what steps to take.

19.9 Members' Conflict of Interest

At members' meetings, all members can discuss and vote as they wish, even if they have a conflict of interest. Members are encouraged to declare the conflict of

interest before taking part in the discussion. Members should try to act in the best interests of the co-op as a whole.

19.10 Proof

(a) **When required**

The board can ask someone for evidence to prove that there is no conflict of interest or that the conflict of interest rules have been followed. It does this when deciding if there is a conflict of interest or investigating compliance with conflict of interest requirements.

(b) **Response**

Members and staff must give complete proof and details in response to a request under this section. This may require showing documents and getting sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. Also, failure to provide proof can be evidence of non-compliance with conflict of interest requirements.

Article 20: Confidential Information

20.1 Co-op Confidentiality Policy

The co-op has information about co-op members and the members themselves deal with and control that information while carrying out duties for the co-op.
The co-op's policy is to protect that information and only use or disclose it as necessary or appropriate. The rules in this part of the By-law are to outline co-op systems to do this. They apply in addition to all legal and government requirements.

20.2 Kinds of Information

(a) **Confidential information**

Confidential information is

- personal information
- confidential co-op information, and
- confidential staff information

(b) **Personal information**

Personal information is information about an individual. The information can be recorded on paper, electronically or in other ways. It also includes information that has not been recorded in writing. Personal information may be known to other people and not confidential. That does not affect the co-op's duty to treat it under the personal information rules in this By-law.

(c) **Confidential co-op information**

Confidential co-op information is information about the co-op or co-op business which should be kept confidential to protect the co-op.

(d) **Confidential staff information**

Confidential staff information is confidential information about co-op staff. It includes property management fees, staff salary and benefits except as presented in a general way in the co-op budget. It also includes property management and individual staff contracts.

20.3 Basic Rules

The following basic rules govern how the co-op deals with personal information. They are subject to all government and legal requirements and the other parts of this By-law.

(a) **Personal information**

- The Co-op will only collect personal information that is needed for the co-op's operations.
- Personal information will only be kept as long as it is legally needed or still relevant.

- Members and staff have a right to see personal information about them that the co-op has and to correct any errors.

(b) **All confidential information**

- Confidential information will only be shown to people on a need-to-know basis or as permitted or required by government and legal requirements or co-op by-laws.
- Confidential information will be used and stored in a way that protects confidentiality.

20.4 Limiting Collection

The co-op will only collect personal information that is necessary to perform the co-op's functions under the co-op by-laws and government requirements. This can include:

- credit, reference and other information for new applicants, members applying for an internal move and applicants for long-term guest status
- reference and other information about applicants for work at the co-op
- household income and household composition information for households who apply for or receive subsidy and any other information needed under government requirements
- household composition information for all members in order to know who is living in a unit and to enforce the co-op by-laws
- information about the condition of a member's unit
- information about payment of housing charges
- information about possible breaches of co-op by-laws
- information about performance by co-op staff

20.5 Limiting Disclosure

(a) **Board of directors decides on confidentiality**

If there is any doubt, the board of directors will decide whether any information is confidential and whether confidential information should be disclosed. The Occupancy By-law states when information can be disclosed in certain situations. Other co-op by-laws can also deal with confidential information.

(b) **Obligations apply to everyone and do not end**

All co-op members and staff must follow the requirements of this By-law and the Occupancy By-law about disclosing confidential information. It does not matter how anyone got the confidential information. It could be by serving on the board or a committee, by a statement at a members' meeting or even by accident. The requirements of this By-law continue to apply even after someone no longer has the position under which they got the information or even after they are no longer members or co-op staff.

(c) **Breaking obligations**

Unauthorized disclosure of confidential information is serious and could be grounds for eviction under the Occupancy By-law, removal from the board of directors, termination of employment without notice or other legal actions. In deciding what to do about any unauthorized disclosure, the board will consider factors like the sensitivity of the confidential information, how often it was disclosed and who received it.

20.6 Access to Personal Files and Accounts

(a) **Right to see file**

Members have the right to see their own personal files and financial accounts during co-op office hours. Members may have to make an appointment.

(b) **Notes and copies**

Members who look at their files can take notes. They can make photocopies of materials in the file. They must pay any photocopying charge normally charged by the co-op for personal photocopies. Staff may decide to make the photocopies for them.

(c) **Exclusions**

Letters to and from the co-op's lawyers about a member, complaints or investigations relating to a member, confidential board minutes related to a member and similar things are not part of a member's personal file. These may be kept in a separate legal file. The same applies to electronic information. If there is any issue about whether a member can see these items, the co-op will get legal advice.

(d) **Written statements by members**

Members can put written statements in their files.

(e) **Errors**

If a member believes that there is a factual or other error in their personal file or accounts, staff should try to correct the problem. If the member is still not satisfied, the member can make a complaint under Article 23 (Confidential Information Complaints).

20.7 Staff Access to Personnel Files

Co-op staff will have the right to see their personnel files as stated in their contracts with the co-op. Access that is not dealt with in a staff contract will be decided by the board. The board will be guided by the principles applicable to members' access in this Article.

Article 21: Confidentiality Situations

21.1 Confidentiality of Minutes

(a) **Record of attendance**

The record of attendance at members' meetings should not be part of the minutes. It should be kept separately in a separate confidential minute book. The record of attendance at board and committee meetings should be part of the minutes.

(b) **Motions**

Minutes should record all motions passed or rejected. They can also include names of movers and seconders and information on the discussions. They do not have to. This applies to members' meetings and board and committee meetings. At the request of any director, minutes of board meetings should state whether that director voted for or against something.

(c) **Confidential board minutes (in camera)**

When the board discusses things involving confidential information or members' personal information, the minutes of these discussions must be kept in a separate confidential minute book. This includes any reports or documents and any motions or decisions. Only directors and staff can see the confidential minutes unless the board decides to let someone else see them. Directors cannot see confidential minutes where they would have a conflict of interest.

(d) **Right of membership to information**

The board must decide which items go in the confidential minutes. They should remember that the members have the right to be kept fully informed about the co-op's business. The board must have a good reason for keeping something confidential.

(e) **Committee business**

Committees have to follow the same rules as the board. If there is any doubt, the committee should report to the board and the board will decide.

21.2 No Taping of Meetings

(a) **Recording co-op meetings**

People present at a co-op meeting can take notes but are not allowed to record the meeting, whether by tape or any other device. This includes members' meetings, board meetings and committee meetings. It includes the participants in the meeting, such as directors or committee members, and also members and guests. It applies whether the people are present in person or by conference phone or other equipment.

(b) **Board authorization**

The board can authorize taping or recording of meetings to help in minute-taking or for other reasons. Only the board can give the authorization, whether it is for a board, members' or committee meeting. The motion to authorize taping or recording must be recorded in the minutes of a board meeting.

21.3 Electronic Entry and Security Systems

(a) **Electronic records**

The co-op may have security cameras, key fobs or other systems that automatically create records. These are called electronic records in this section. They are considered confidential information under this By-law.

(b) **Checking electronic records**

Electronic records will be checked as necessary by authorized staff.

(c) **Discarding electronic records**

The board will decide on a normal time frame for discarding or recycling each kind of electronic record unless one of the following applies:

- The manager is aware of an incident or situation where the records may shed light on the problem in the future.
- Someone has submitted an incident report or complaint where the manager believes the records could be relevant.
- The manager feels the records could be relevant in a legal proceeding.
- The manager has received an indication that the records should be kept as evidence.

21.4 Incidents

(a) **Use of records**

When the manager is reporting to the board on any incident, complaint or situation, the manager should report to the board on what is shown by relevant paper, electronic and other records. The manager may show the record itself. Records will be made available to the police under a warrant and may be made available without a warrant when the manager thinks it is appropriate.

(b) **Disputes between members**

Paper, electronic and other records may be requested by someone who is having a dispute with someone else. The following apply:

- The records will be kept if the manager is given notice that they may be needed.
- If the records show information about someone not related to the matter, they will not be shown without that person's written consent.
- If both sides consent in writing, records may be reviewed by those involved or their lawyers or representatives.

- A member can submit a written request to see the records to the board. If the board decides to permit this, the records will be available to people on both sides of the dispute.
- Despite the above, the records will be shown or delivered in obedience to any subpoena or court order.

(c) **Legal action**

Paper, electronic and other records may be shown or sent to the co-op's lawyers or anyone investigating or dealing with an incident or complaint on behalf of the co-op. Paper, electronic and other records may be used in connection with any eviction or procedure in Court or at the Landlord and Tenant Board.

Article 22: Ensuring Privacy

22.1 Privacy Officer

The president will be the co-op's privacy officer unless the board chooses someone else. The name, business address and business telephone number of the privacy officer will be made available on request.

22.2 Duties of the Privacy Officer

The privacy officer will work with the manager to review the co-op's confidential information procedures and consult with the manager on specific situations, concerns and issues raised by the manager, including the ones in Article 21 (Confidentiality Situations). The privacy officer will be accountable for the co-op's compliance with confidentiality requirements. The privacy officer can report to the board on any specific situation and on any recommendations for improvements in the co-op's confidential information practices and procedures.

22.3 Limits on Privacy Officer

The privacy officer will not have authority to give directions or orders to staff, board or committees or to incur any expense. The privacy officer can point out the problem and the person responsible should correct it. If they do not do so, or if there is any disagreement, the privacy officer can report the situation to the board. The board's decision will be final.

Article 23: Confidential Information Complaints

23.1 Making Complaints

Any member, staff member or other person can make a complaint to the privacy officer about confidential information. Complaints should be in writing signed by the person making the complaint. No special form is needed. The privacy officer should assist in putting the complaint in writing, if necessary.

23.2 Informal Action

Depending on the nature of the complaint, the privacy officer may try to resolve the situation informally, such as by consulting with the member and staff and assisting them to come to agreement on the issue.

23.3 Referral to Board

If a complaint is not resolved informally, the privacy officer will refer the complaint to the board of directors. The privacy officer will always refer a complaint to the board if the privacy officer feels an investigation could hurt anyone's rights, if staff is involved, or if legal advice is needed.

23.4 Investigating Complaints

The board will decide whether an investigation of the complaint is needed. An investigation could be done by the privacy officer or someone else. The board will determine the procedure. The board can decide to get legal advice.

23.5 Board Report

After completing the investigation, the investigator will give a written report to the board. The report should summarize the position of the parties to the complaint, the investigation process and the investigator's conclusions and recommendations. It should include a copy of the complaint, any written response and any relevant documents.

23.6 Board Action

The board will decide what steps to take as a result of the report.

23.7 Confidentiality of Complaint Process

The complaint, all materials related to the investigation and the report will be considered confidential information. If the complaint is about someone, that person will be shown the complaint or a summary and given an opportunity to comment. The board may decide to permit the person who complained or anyone complained

about to see the report and to give comments. The board does not have to do this. The board will decide whether the report or any materials relating to the complaint should be inserted in the file of the party who complained or the party complained about or neither.

Article 24: Financial

24.1 Major Commitments

(a) **When member approval is needed**

The following actions are called "Major Commitments" in this By-law. They can be taken by the board of directors on behalf of the co-op, but only if they have been authorized by the members under this Article or are within the exceptions in (b):

- borrowing money
- mortgaging co-op property or giving any kind of security for a loan or payment of a debt through a charge, mortgage, pledge or other security interest in real or personal property of the co-op
- issuing, selling or pledging securities of the co-op
- investing co-op money as stated in section 24.3(e) (Investment of Co-op Money – Alternatives)
- acquiring real estate by purchase, lease or in other ways
- selling, transferring, leasing or disposing of real estate
- entering into agreements that will involve charges to the members for items that were not included in the most recent approved budget
- entering into non-residential leases for space that was not leased before
- entering into agreements with government bodies that may require changes in the co-op by-laws
- entering into any agreements or commitments with a term of more than ten years or where the other party can renew the term so the total is more than ten years

(b) **When member approval is not needed**

Despite the previous paragraph, the following actions are not considered Major Commitments and the board can take them without member approval:

- borrowing money without security as long as the total unsecured borrowing of the co-op will be less than $25,000
- renewing or refinancing an existing loan without increasing the principal, including a loan secured by mortgage or in other ways
- entering into any agreements or commitments that can only continue for ten years or less (including renewals)
- renewing or extending non-residential leases or signing new non-residential leases of the same space.

(c) **Optional member approval**

The board can request approval from the members for any action that is not within the definition of Major Commitment. If the board requests approval, it must follow the decision of the members' meeting.

(d) **Authority to spend**

When the members approve borrowing under this Article, they are not automatically giving the board authority to spend the borrowed money. Spending authority has to be requested separately as stated in the Occupancy By-law and Spending By-law #8. That can be requested at the same members' meeting or another members' meeting.

24.2 Approval Process

(a) **How member approval is given**

Member approval for Major Commitments has to be given by special resolution. The board has to pass a resolution and the members have to approve it, with or without changes, by a two-thirds majority vote at a members' meeting. Member approval is needed for the action, but not necessarily to the specific documents required for the action.

(b) **Board approval process**

Before the board passes a resolution to go the members on a Major Commitment, a report must be given to the board. The report has to include a summary of the proposal and a letter from the co-op's lawyer or auditor commenting on it. Each director has to read the basic documents before approving. For example, each director must read a mortgage commitment letter, but only the signers have to review the mortgage itself.

(c) **Requesting member approval**

When requesting member approval, the board must give a report to the members. The report has to include a summary of the proposal and a letter from the co-op's lawyer or auditor commenting on it. The actual documents have to be available for members to review before the meeting. If any parts of the report or documents have to be kept confidential or are not yet available, they must be explained orally at the members' meeting.

(d) **Optional approval process**

If the board requests approval under section 24.1(c) (Major Commitments – Optional member approval), only a simple majority vote will be needed at the members' meeting.

(e) **Conditional commitments**

The board can sign a commitment to something requiring member approval if the commitment is conditional on obtaining member approval.

24.3 Investment of Co-op Money

(a) **Government requirements**

The board has to invest co-op money as stated in government requirements. This includes the *Co-Op Corporations Act* or the co-op's Operating Agreement, as applicable.

(b) **Other investments**

Where government requirements do not apply, the board can invest co-op money in

- government bonds, treasury bills or other securities guaranteed or insured by the governments of Canada or Ontario or a crown corporation or agency
- investments under a program where oversight is provided or arranged by the Ontario Housing Services Corporation, the Co-operative Housing Federation of Canada or a local co-op housing federation
- investments under a bulk-investment program that is part of the services of the Co-operative Housing Federation of Canada or a local co-op housing federation

(c) **Investment By-law**

If the co-op has a separate Investment By-law, the board can invest co-op money in other investments that are permitted under the Investment By-law if it follows the procedures stated in the Investment By-law.

(d) **Deposits**

The board can deposit funds with a Canadian credit union, chartered bank or trust company.

(e) **Alternatives**

The board may not invest or put co-op funds in any investment, security or deposit other than as stated in the earlier paragraphs of this section unless it is approved by the members as a Major Commitment.

(f) **Reserves and special funds**

If there are any reserve or special funds, money earned on them will be put back into the funds.

24.4 Financial Year

The financial year (fiscal year) of the co-op will be decided by the board. The board can change the financial year.

24.5 Auditor

(a) **Appointed by members**

The members appoint an auditor at each annual members' meeting. The auditor can be either a chartered professional accountant or a chartered professional accountant firm. The auditor stays in office until another auditor is appointed as stated in the *Co-op Act*. The *Act* states how to remove an auditor and appoint a different auditor. The board will arrange for payment of the auditor.

(b) **Work of auditor**

The auditor must have access to the co-op's books, accounts and vouchers at all reasonable times. Directors, officers and staff must give any information or explanations that the auditor requests.

24.6 Indemnification

(a) **Obligation to indemnify**

The co-op will indemnify all directors and officers, and their heirs and legal personal representatives, to the maximum extent permitted by the *Co-op Act*.

(b) **Insurance**

The board of directors may purchase insurance to cover this liability, subject to reasonable limitations and deductibles.

Article 25: Signing on Behalf of the Co-op

25.1 Committing the Co-op

This Article governs committing the co-op. This includes ordering anything, writing any cheque, creating any obligation or making any other commitment. It does not matter if this is done through a formal contract or document, orally, by e-mail, or in other ways. These are all called "documents" in this Article.

25.2 Board Approval

Board approval must be given before anyone is authorized to commit the co-op to anything or to sign any document. Member approval may also be needed as stated in section 24.1 (Major Commitments). Whoever signs any document must be sure that these approvals have been given.

25.3 Signing

(a) **Signing officers**

The president, vice-president, secretary and treasurer will be signing officers.

(b) **Signing specific documents**

When approving a document, the board can decide who is authorized to sign on behalf of the co-op. The board can authorize one or more of the signing officers or anyone else to sign. If the board does not decide something else, documents must be signed by two signing officers.

(c) **Form of documents**

When authorizing a document, the board can decide its exact form. If it does not, the signer or signers can approve the final document.

(d) **Kinds of documents**

The board can authorize one or more officers, directors or staff members to sign specific kinds of documents for the co-op.

(e) **Cheques**

All cheques or other negotiable documents must be signed by two authorized signers. No one is authorized to sign a blank cheque, or a cheque to one of the signers or a relative. Before signing, the signers must make sure that the expense has been properly approved.

25.4 Staff Authority

Staffing contracts can give spending and signing authority to staff members. This includes employment contracts and property management contracts. When the board approves the staffing contract, it is also approving the spending and signing authority stated in it and no additional approval is needed unless approval of the members is required. See section 24.1 (Major Commitments).

25.5 Approval Motions

All board approvals and decisions mentioned in this Article must be made by a formal motion passed by the board and recorded in the minutes of a board meeting.

Article 26: Giving Notices

26.1 Scope of this Article

"Notices" in this Article includes documents. Notices relating to an eviction are governed by the Occupancy By-law. This Article is about other kinds of notices.

26.2 Notices

(a) **Number of notices**

Only one notice or one copy of a document needs to be given for each unit.

(b) **Delivery**

Notices and documents can be

- handed personally to the member
- left with an adult in the member's unit
- left in the unit mailbox
- slid under the unit door or through a mail slot in the door
- delivered in any other way to the member's unit
- put in the member's box in the co-op's internal mailbox system

(c) **Mail**

Notices and documents can be given by ordinary mail to members at their co-op unit or the last known address where the member lives or works. Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(d) **Electronic mail**

Members can sign a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents can be given to those members by e-mail. Notices and documents by e-mail are considered delivered at the time of sending. Members can change their e-mail address by notice to the co-op. Members can also cancel their consent to receive e-mail notices.

(e) **Delivery by electronic mail**

The following types of notices and documents can be delivered to members by e-mail if the member has consented under paragraph (d):

- notices of members' meetings, agendas and documents to be presented or discussed at a meeting
- notices about the co-op, the co-op property or co-op activities that the board or staff decides to send to all members or a large portion of the membership (such as all members on a floor)
- notices personal to a member or responses to e-mails from a member.

26.3 Notices to Co-op

(a) **Delivery**

Notices and documents can be given to the co-op by delivery to the co-op office. If the co-op does not have an office, see section 1.4(a) (Special Meanings – Co-op office).

(b) **Mail**

Notices and documents can be given by ordinary mail to the co-op addressed to the co-op office. Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(c) **Electronic mail**

If the co-op has arranged for e-mail notices under section 26.2(d), members can give notices and documents to the co-op by e-mail at an address set by the co-op. Notices and documents by e-mail are considered delivered at the time of sending.

(d) **Exceptions**

The following are some examples of documents that may ***NOT*** be signed or delivered electronically unless a by-law says something else:

- applications for membership
- credit check authorizations
- occupancy agreements, including all attachments, schedules and appendices
- statements of income and household composition, as applicable
- co-signer or guarantee agreements
- long-term guest agreements
- sub-occupancy agreements
- requisitions or petitions
- Directors' Ethical Conduct Agreements, Confidentiality and Conflict of Interest Agreements, Consents to serve as Director or any similar documents
- confidential information complaints
- human rights complaints
- other complaints under co-op by-laws.

26.4 Defects in Notice

A minor error or omission in any notice will not affect any decision made by the board or members. This includes accidentally failing to give notice or a document to someone. It also includes someone not receiving a notice or document that has been delivered or sent.

Schedules

And

Attachments

Schedule A: Rules of Order

These are the rules of order for members' meetings. These rules replace any other rules such as Robert's Rules of Order. There are also comments that explain the meaning of some of the rules. The comments are part of the rules.

Rule 1: Chair

In these rules of order, the "chair" means the person chairing the meeting at the time that the rule applies.

1. **Choosing chair:** The chair is chosen as stated in section 5.1 of the By-law (Chair).
2. **Role of chair:** The chair makes sure that meetings run smoothly. The chair tries to make sure that members have a chance to discuss every item on the agenda fully and fairly and that the meeting comes to a clear conclusion.
3. **Participation by chair:** A chair who wants to discuss a motion must step down until the meeting has dealt with all matters concerning the motion. Another person approved by the members can chair the meeting in the meantime. This applies whether the chair is a member or non-member.
4. **Voting by chair:** Section 5.3(d) of the By-law (Voting – Voting by chair) states when the chair can vote.

Rule 2: Motions

1. **How to deal with things:** A meeting can deal with an item of business on the agenda in three ways:
   - The member who asked that the item be put on the agenda can ask the members to approve a proposal by "moving" it. If the member does not want to make a motion, another member can make one.
   - The chair can present an item on the agenda and ask if any member wishes to make a motion.
   - A member can present an item on the agenda for discussion without making a motion. The chair decides if a motion is needed. If so, the chair asks for a motion.
2. **Seconder needed:** Another member must "second" a motion. If there is no seconder, members cannot discuss the motion.
3. **One motion at a time:** Members can only discuss one main motion at a time.

Comment: A main motion tells members what the proposal is. It's helpful if the motion can be written and sent to members before the meeting. If possible, get motions written, given to the chair, and written on a flip chart or screen for members. The motion will be read to the members before a vote is taken.

Rule 3: Speaking

1. **Speaking on a motion:** Members can discuss a motion after it has been moved and seconded. The chair controls the discussion. Members speak as follows:

    - They can ask questions for information. The chair or the member who moved the motion can answer the questions.
    - They can speak for or against the motion.
    - They speak to the chair.
    - Each speaker speaks for 3 minutes or less. The chair can set a longer or shorter time limit.
    - Members can speak more than once on an item only after all others who want to speak have done so. The chair can make exceptions.

Comment: All those who want to speak should raise their hands. The chair may keep a speakers' list and call members to speak in order if they have not already spoken. The chair may rule speakers "out of order" if their comments are off the point. Speakers must stop speaking when their time is up.

Rule 4: Amendments

1. **Motion to amend:** When a member is speaking, the member can suggest a change to a main motion. The member does this by moving an amendment. The motion to amend must be seconded like any other motion.

2. **Majority needed:** An amendment must have the same majority as the motion that it amends. This means that an amendment to a proposed by-law requires a two-thirds majority vote to pass.

3. **When not permitted:** An amendment cannot in the opinion of the chair:

    - be unrelated to the main motion; or
    - be contrary to the meaning of the main motion.

Comment: Members cannot amend a motion by moving a whole new motion, or by an amendment that is directly against the meaning of the main motion. A member who wants something contrary to the main motion can

    - speak against the motion
    - ask the mover and seconder to withdraw the main motion
    - ask the members to defeat the main motion so a different motion can be moved.

4. **Friendly amendments:** A member can ask that the mover and seconder of the main motion accept a change to their motion. If they accept the change, it becomes part of the main motion.

5. **Withdrawal of a motion:** The member who moved a motion can withdraw it at any time during the discussion if the seconder agrees. If any members still want to vote on the motion, they can move and second the same motion themselves.

Comment: The mover might decide that this is not the right time to make a decision, or might feel that someone else has a better motion to present.

Rule 5: Procedures for Amendments

1. **Discussion on amendments:** After an amendment has been moved and seconded, speakers can only speak about the amendment. They continue to do so until the amendment has been voted on. The chair will keep a separate speakers' list for the discussion on amendments.
2. **After amendment:** After the amendment has been voted on, discussion can continue on the motion as amended or the original motion if the amendment was defeated.
3. **Only one amendment:** Only one motion to amend can be on the floor at one time. After the meeting deals with that amendment, members can move other amendments if they wish.
4. **Chair can authorize more than one:** Despite the above, the chair can authorize more motions to amend before earlier ones have been voted on. This would only apply if the later amendment would change the terms of the first one. Amendments are discussed and voted on in reverse order from when they were moved. This means that only the current amendment can be discussed until it is voted on.

Comment: Usually only one amendment at a time should be under consideration. Members can easily become confused if there are several amendments being discussed at once. If the chair decides there can be more amendments, there should be great care taken to see that members understand what the current amendment is.

Rule 6: Voting

1. **When to vote:** The chair calls for a vote
   - after every member who wishes to speak has spoken
   - at a fixed time that the members decided the vote would take place
   - after the members pass a motion to call the question
2. **How to vote:** Voting is by show of hands unless the *Co-op Act* or the co-op's by-laws say that a vote will be by secret ballot. See section 5.3(c) of the By-law (Voting – Secret ballot).

Comment: A vote by ballot may be better if the item is a sensitive one. But it often takes a lot of time.

3. **Counting:** The chair counts the votes and rules on whether or not the motion has passed unless the co-op's by-laws say something different. See By-law sections 8.1 (Election Officer or Committee) and 8.2 (Election Procedures).
4. **Recount:** For election of directors, recount rules are stated in section 8.3 of the By-law (Recount). In other cases, a member can request a recount immediately after the results are announced. If a quorum is no longer present,

the results that were originally announced will stand. If a quorum is still present, then

- if the vote was by show of hands, there must be an immediate recount.
- if the vote was by ballot and four other members support the request, there must be an immediate recount with scrutineers.

5. **Majority:** Motions are decided by simple majority unless the *Co-op Act* or the co-op's by-laws say something else. See section 5.4 of the By-law (Majority Required).

Comment: A simple majority is more than half of the votes cast. A two-thirds majority is at least two-thirds of the votes cast. Abstentions and spoiled ballots are not considered votes cast. Examples:

- Simple majority:
  - 31 members present and 25 vote
  - a simple majority is 13 (more than 25/2 = 12 1/2)
  - **it is not 50% plus one** (more than 12 1/2 + 1 = 13 1/2), which would be 14.
- Two-thirds majority:
  - 31 members present and 26 vote
  - a two-thirds majority is 18 (at least 2/3 x 26 = 17 1/3)
  - **it is not 17,** because it has to be "at least" 17 1/3

Rule 7: Motions About Procedure

1. **Calling the question (Vote immediately):** When a member is speaking, the member can ask for an immediate vote by saying "I call the question" or "I move to end the debate". There must be a seconder. The chair will immediately ask the members to vote on whether they want to finish the discussion at this point. A two-thirds majority vote is needed. The vote is by show of hands.

   - If the motion to call the question is carried, the members then vote on the main motion or amendment.
   - If the motion to call the question is defeated, members can continue the discussion.

Comment: A motion to call the question should be used when members seem to be ready to vote and when speakers are not saying anything new. It should be used carefully because it may take away someone's right to speak.

2. **Motion to postpone:** When a member is speaking on a motion or amendment, the member can make a motion to postpone any decision. There must be a seconder to the motion to postpone. A simple majority is needed. The vote is by show of hands. There are three kinds of motion to postpone.

   (a) **Defer the motion:** This means to put off discussion to another time. The motion can be discussed before voting on it. The motion must state the time or how the time will be decided. Examples:

   - until 9:30 p.m. during the same meeting
   - until after item … on the agenda for the same meeting

- until the next meeting
- until a special meeting to be called by the board.

(b) **Refer the motion:** This means to refer the motion to the board or a committee for a recommendation. They will bring the issue back to the members at a later time. The motion can be discussed before voting on it.

(c) **Table the motion:** This means to put off the motion for an indefinite time. It is usually used when members don't want to discuss something, or to express their opinions. There is no discussion or debate before voting on the motion.

3. **Motion to take from the table:** When a motion has been tabled, it can be brought back to the members by a motion "to take from the table". This must be on the agenda if it is at a different meeting. There must be a seconder to the motion to take from the table. It can be discussed before voting on it. A simple majority is needed. The vote is by show of hands.

4. **Motions that waste time:** The chair can rule a motion out of order on the grounds that it is absurd or wasting time and not worth the members' attention.

Rule 8: Interruptions

1. **Limits:** Members cannot interrupt another speaker or speak out of turn except in the specific situations stated in this rule. In all cases the interruption must be as brief as possible and not part of a debate. Members who want to interrupt under this rule should stand up and politely say what their interruption is about.

2. **Point of order:** Members can raise a point of order if they think that the meeting is not following the correct procedure or there is not a quorum at the beginning of a meeting or at the time of a vote. The chair rules on the point of order and takes any action that is necessary.

3. **Question of privilege (point of privilege):** Members who feel that there is a risk to the rights, safety or comfort of the members (or of one member) can raise a question of privilege. It may be a simple thing, such as the need for better ventilation, or for the use of a microphone. The chair rules on the question of privilege and takes any action that is necessary.

4. **Point of information:** Members can raise a point of information if they have an important piece of information or question and dealing with it will save time in the discussion. A point of information must be very brief. The chair rules on whether it is a point of information and what action should be taken.

5. **Appeals from the chair:** Members can appeal when they think a ruling of the chair is not correct. The appeal must be made immediately after the ruling. There must be a seconder. Both the member who appealed and the chair can give their reasons. There is no other debate or discussion. The chair does not step down. The question: "Do we confirm the decision of the chair?" is put to

the vote. The chair does not vote. If the vote is tied, the chair's ruling is confirmed.

Comment: The chair does not have to resign if an appeal is supported by a majority of members. Members have the right to decide how their meetings should run. An appeal is not a vote of confidence. It is simply a way for members to control their meeting.

Rule 9: Unacceptable Behaviour

1. **Vote of members:** If a member's behaviour is unruly or inappropriate in a significant way that interferes with the conduct of a meeting, the member may be ejected from the meeting by vote of the members present. There is no discussion or debate. A simple majority is needed.
2. **With or without motion:** The chair can put the question to the members without a motion. A motion can also be made by anyone who is speaking on a motion or amendment, but only if the chair permits it. The motion needs a seconder.
3. **Refusing to leave meeting:** If a member does not leave the meeting after a motion has been passed to eject the member, the member will be considered in breach of the Organizational By-law. Repeated breaches are grounds for eviction under the Occupancy By-law. In addition, the chair or the meeting may take any other measures that are appropriate to remove the member from the meeting.

Schedule B: Confidentiality and Conflict of Interest Agreement

TO: Hazelburn Co-Operative Homes of Toronto Inc

I am signing this Agreement as a director, officer, committee member or staff member of the co-op.

CONFIDENTIALITY

1. I understand that this Agreement applies to

   (a) Personal information about co-op members and applicants.

   (b) Confidential information about co-op staff.

   (c) Confidential information about the co-op or co-op business.

2. I understand that the above is considered confidential information even if I learn about it from a source unrelated to my position with the co-op and even if it is publicly available.

3. I will not tell anyone any confidential or personal information
   - that I know through my position with the co-op
   - that I learn at meetings related to my position with the co-op, or
   - that I know about in any other way.

4. I will not disclose, or permit disclosure of, any confidential or personal information in any other way.

5. I will safeguard confidential or personal information that I may have.

6. The only exception is when I am authorized by the board or the co-op by-laws to disclose the information. If I am not sure whether information should be kept confidential, I will ask the board for a decision about it.

7. I agree that the above obligations apply while I have my position with the co-op and after I no longer have that position or any connection with the co-op.

8. I will always give the board any information requested by the board. When I no longer have my position with the co-op, I will return all co-op papers and property to the co-op.

9. While I have a position with the co-op, I will not gossip about the co-op or its members or employees.

CONFLICT OF INTEREST

10. Whenever I am involved in a decision or action of the co-op, I will put the best interests of the co-op ahead of my personal interests and the interests of my relatives and friends.

11. A conflict of interest is where I take part in a decision that benefits me or a relative or friend in a way that is different from most co-op members.

12. I understand that some conflicts of interest are prohibited and some situations are manageable as stated in the Organizational By-law.
    - **Prohibited conflicts.** I will not become involved in any conflict of interest that is prohibited.
    - **Manageable situations.** If I am involved in a potential conflict that is manageable, I will follow the applicable rules as stated in the co-op's Organizational By-law.

13. I promise that I will declare any conflict of interest or situation that could become a conflict of interest as stated in the Organizational By-law. If there is any doubt, I will report the situation to the board, or any committee that I am on, and they will decide if it is a conflict of interest.

14. I promise that I will abide by the conflict of interest rules and definitions in the Organizational By-law. I promise to ask if I have any questions or there is anything I don't understand.

15. I also agree to abide by any legal and government requirements about conflict of interest that are not included in co-op by-laws.

GENERAL

16. I understand that this Agreement is a binding legal document and I have had the opportunity to obtain legal or other advice before signing it.

Date: _____ Signature: _____

Print name: _____

Schedule C: Director's Ethical Conduct Agreement

TO: Hazelburn Co-Operative Homes of Toronto Inc

I agree to be a director of the co-op and to do my best to forward the interests of the co-op and the members and the other stakeholders in the co-op.

BOARD PROCEDURES

1. I agree that any director can participate in a board meeting by conference telephone or other communication equipment where all the directors are able to hear each other.

2. CROSS OUT ONE:

   (a) I will accept notices to directors by electronic mail.

   (b) I will **NOT** accept notices to directors by electronic mail.

DUTIES OF A DIRECTOR

3. I will perform my duties as a director honestly, in good faith and in the best interest of the co-op rather than in my personal interest.

4. I will use the care, diligence and skill of a reasonably prudent person in performing my duties as a director.

5. I will sign and comply with the co-op's Confidentiality and Conflict of Interest Agreement and all legal and government requirements about confidentiality, privacy and conflict of interest.

6. I will always give the board any information requested by the board. I will return confidential papers to the co-op when requested. When I am no longer on the board, I will return all co-op papers and property to the co-op.

7. I will attend all board and members' meetings unless excused by the board based on advance notice of absence.

8. I will prepare for board meetings and act constructively at all board meetings.

9. I will participate in all training programs as decided by the board.

ACTING AS A BOARD

10. I understand that the board acts as a whole. If I disagree with something the board is considering, I will say so at a board meeting. Once the board has made a decision, I will support that decision or remain silent.

11. I understand that directors can act only by a decision at a proper board meeting. Between meetings I have no authority unless the board has given me authority to do something, such as to sign a document.

12. I understand that even if the board has given me responsibility for something, the final authority and responsibility stays with the board.

13. I understand that, if I am an officer or a member of a committee, my duties must be performed as directed by the board and within any limits set by the board.

RESPECT FOR OTHERS

14. As a director I will remain open to other points of view and options. I will not act defensively when directors or members question or disagree with my point of view.

15. I will do my best to work together with the other directors for the good of the co-op. I will not let personal dislikes or grudges affect my conduct or decisions.

16. I will never make statements which in any way harm, put down or show a lack of respect for other directors, members or staff.

17. I will never make statements, take actions or harass anyone in any way that is prohibited under the Ontario *Human Rights Code.*

18. I will make any complaints I may have about the co-op or the co-op's staff only to other directors. I will bring any concerns I may have to the attention of the board.

19. I will support the co-op's staff as they carry out their duties and not say or do anything that might cause them to lose respect among the membership or other staff.

DUTIES OF A MEMBER

20. I will perform my duties as a co-op member. I will comply with the by-laws of the co-op.

21. I will not be in arrears while I am a director.

I have read and understood this Agreement and I agree that I will follow it. I understand that, if I break this Agreement, the board of directors can follow the procedure stated in the Organizational By-law to remove me as a director.

Date: _____ Signature: _____

Print name: _____

Schedule D: Co-signer Agreement

To: Hazelburn Co-operative Homes of Toronto Inc

From Co-signer(s): _____
[Include address, phone, e-mail, if available] _____

_____

Applicant: _____

I wish to assist the applicant to obtain housing at the Co-op. My relationship to the Applicant is:
[Insert relationship, such as "The Applicant is my son" or "The Applicant is my friend."] _____
_____

I understand that the Co-op may accept the Applicant as a member if I agree to be responsible for the Applicant's financial obligations.

In consideration for the Co-op accepting the Applicant as a member and permitting the Applicant to live at the Co-op, I agree to pay all housing charges and other financial obligations of the Applicant to the Co-op when due.

I understand and agree to the following points:

- I am directly and principally responsible for these obligations. I am not merely a guarantor or surety.
- The Co-op can do any of the following things without my consent, without notice to me and without releasing me from my obligations under this Agreement:
  - change the terms of the membership or occupancy of the Applicant
  - allow the Applicant to move to a different unit with a different housing charge
  - change the amount payable by the Applicant because of changes in the housing charges for the Applicant's unit
  - change the amount payable by the Applicant because of changes in the Applicant's income if the Applicant receives geared-to-income assistance or subsidy
  - extend time to the Applicant for payment or performance of obligations
  - take or not take steps to enforce payment of money or performance of obligations by the Applicant
- The Co-op does not have to bring legal action or exercise other remedies against the Applicant or any other person before requiring payment of money or performance of obligations by me. I will remain responsible both before and after the Co-op does this.
- I cannot cancel or revoke the obligations I have agreed to in this document.

I agree that the co-op can receive, through its employees or agents, credit information about me from any credit agency or other source.

I acknowledge that I have had the opportunity to obtain legal advice and I have obtained any legal advice I wish prior to signing this document.

Signed:

Date: _____

_____
Co-signer

Witness: _____
Print Name:

I authorize the Co-op to give the Co-signer any information it may have about me at the present time or in the future. I agree that I cannot cancel or revoke this authorization.

Signed:

Date: _____

_____
Applicant

Witness: _____
Print Name:

Note: *To be signed by all persons in Applicant's household sixteen or older, including members and non-member occupants.*

Note: *Adjust above if applicant is already a member and is asking for a new unit or a separate unit (such as the child of an existing member).*

Schedule E: Director's Nomination Form

To: Hazelburn Co-operative Homes of Toronto Inc

We nominate _____ to run as a candidate for director of the co-operative at the next election meeting of members.

Nominator name: _____

Nominator address: _____

Nominator signature: _____

Date of signing: _____

Nominator name: _____

Nominator address: _____

Nominator signature: _____

Date of signing: _____

I accept the nomination. Enclosed are the Directors' Ethical Conduct Agreement and Confidentiality and Conflict of Interest Agreement. These will take effect if I am elected.

Candidate signature: _____

Date of signing: _____

Hazelburn Co-operative Homes of Toronto Inc.

BY-LAW NO.15

HUMAN RIGHTS BY-LAW

FOR CO-OPS IN ONTARIO

Passed by the Board of Directors on: March 30, 2022 .
Confirmed by the Membership on: April 20, 2022.

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À l'heure actuelle, ce règlement n'est disponible qu'en anglais. Les membres de la FHCC devraient communiquer avec la Région de l'Ontario de la FHCC pour demander une traduction.

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Attachment A Complaint and Investigation Procedure **9**

Attachment B Humans Rights By-law Complaint Form **16**

Attachment C Background Information for Human Rights By-law **18**

About this By-law: This By-law states the commitment of Hazelburn Co-operative Homes of Toronto Inc., to the human rights of the members of the co-op community and the co-op's rules for fulfilling that commitment.

1. RIGHTS, PRINCIPLES AND OBLIGATIONS

ARTICLE 1.1 Statement of principles and obligations

(a) The co-op community is made up of all members, other residents and staff.
(b) Members of the co-op community must respect the human rights of other members of the co-op community and of people who deal with or visit the co-op.
(c) The co-op expects members of the co-op community to obey the Ontario *Human Rights Code* and not to do anything that would discriminate against or harass others in a way that would breach the *Human Rights Code*.
(d) The co-op itself must follow the requirements stated in paragraphs (b) and (c)
(e) The co-op and members of the co-op community should strive for an environment at the co-op that is fair, inclusive, and respectful of people's dignity.

1.2 Background information

Background information on these rights, principles and obligations and on the Ontario *Human Rights Code* is in Attachment C to this By-law.

1.3 Other rights

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

1.4 No reprisals

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

2. CO-OP SERVICES

ARTICLE 2.1 Individual assessment

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

2.2 Members with disabilities

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

2.3 No indirect discrimination

The co-op will take all reasonable steps to adjust any restriction, qualification or factor in the co-op's operations that results in indirect discrimination contrary to the *Human Rights Code*.

2.4 Limits

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

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

opportunity or to eliminate infringement of rights.

2.5 Able to live independently

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

2.6 Requests for accommodation or adjustment

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

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

2.7 Authority to arrange for work

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

2.8 Relation to *Human Rights Code*

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

Rights Code or that would give lesser or greater obligations to the co-op.

3. DEALING WITH PROBLEMS

ARTICLE 3.1 Investigate complaints

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

3.2 Procedure

The procedure for complaints and investigations is stated in Attachment A.

3.3 Complaints about co-op

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

- The action could include such things as one or more of
    - a letter of apology;
    - a performance agreement;
    - mediation or conflict resolution between the parties;
    - a warning or reprimand;
    - removal from a committee;
    - proceedings to remove someone from the board as stated in the Organizational By-law;
    - development and introduction of policy statements and educational initiatives to avoid anything similar in the future;
    - other actions referred to in this By-law.

- If the individual involved is a staff member, the board will consider requirements under any employment or property management contract, and other employment and contractual obligations. This could affect the method of investigation and the action taken. The board will obtain legal advice in all appropriate circumstances. The action taken could include such things as one or more of the items stated in the previous section and/or

    - employee education and training;
    - oral reprimand;
    - written reprimand;
    - suspension;
    - termination of employment.

3.4 Complaints about members of the co-op community

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

3.5 Eviction

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

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

4. RELATION TO OTHER BY-LAWS

ARTICLE 4.1 Applying co-op by-laws

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

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

4.2 Procedures under other laws or by-laws

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

4.3 Repeal

Section 6.3 (Able to Live Independently) of the Occupancy By-law is repealed when this By-law is confirmed by the members. *[•••assuming Model Occupancy By-law*]

ATTACHMENT A

Complaint and Investigation Procedure

1. Object: The objective of this procedure is to

    - have a fair, prompt and effective investigation and resolution of complaints;
    - avoid unnecessary cost, inconvenience or hardship on any party;
    - have due regard to the dignity and the rights of persons who may have a complaint or may be complained about.

2. **Complaints officer:** The complaints officer is the person who is dealing with a specific complaint on behalf of the co-op. The complaints officer will be designated by the board after a complaint is reported to it. The complaints officer may or may not be a director or a staff member, but should be someone respected within the co-op community who does not have any conflict of interest relating to the complaint.

3. The complaints officer will take the lead role in dealing with the complaint and making sure that the procedures in this Attachment are followed in a timely way. In some cases the complaints officer will handle the investigation of the complaint. In other situations an outside investigator will be appointed to work with the complaints officer as stated in this Attachment.

4. **Mediation:** If the parties to the complaint are prepared to mediate their differences, the co-op will arrange for mediation. This can happen at any time during the investigation process and the process will be suspended until the mediation is complete. The complaints officer can suggest mediation to the parties. The cost of the mediator will be paid by the co-op.

MAKING COMPLAINTS

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

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

7. **In writing:** A complaint must be in writing and signed by the person making the complaint. It should be delivered to the co-op manager. If the

complaint is about the manager, it can be delivered to the President. If it is about both the manager and the President, it can be delivered to any director.

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

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

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

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

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

DEALING WITH COMPLAINTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

    - try to limit contact between the complainant and the person complained of;

- provide extra security, if appropriate;
- arrange for counselling or other help, if appropriate;
- consider giving staff a leave of absence;
- removal of someone from the On-call or other committees.

INVESTIGATION PROCESS

26. **Investigation and report:** After the initial report to the board, then unless the board has decided something else, the complaint will be investigated and a report prepared for the board. The investigation will be conducted by the complaints officer or an outside investigator with the involvement of the complaints officer. This part of the Attachment refers to the complaints officer, but the duties and activities could be performed partly by an outside investigator.

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

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

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

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

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

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

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

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

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

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

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

BOARD DECISION

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

RECORDS OF COMPLAINTS

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

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

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

42. **After removal:** After a complaint, report and any other papers relating to it have been removed from the employee's or member's file, or if they are not placed in one of these files, they will be retained in the separate

file dealing with complaints and will not be used for ordinary matters, such as letters of reference.

CONFIDENTIALITY

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

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

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

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

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

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

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

ATTACHMENT B

HAZELBURN CO-OPERATIVE HOMES OF TORONTO INC.

Human Rights By-law Complaint Form

Please print or type. Add additional pages if needed.

Name of member or
person making complaint: _____

Address: _____

_____

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

1. Person or persons complained about _____

2. Date or approximate date of incidents _____

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

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

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

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

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

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

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

   Note: Complainant must initial here if making this request: Initials _____

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

9. The reasons for this request are:

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

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

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

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

Date: _____ Signature: _____

Print Name:

ATTACHMENT C

Background Information for Human Rights By-law

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

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

GENERAL INFORMATION

1. Why have a Human Rights By-law?

The Model Human Rights By-law does two things.

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

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

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

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

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

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

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

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

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

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

The prohibited grounds of discrimination in housing are:

- race,
- ancestry,
- place of origin,
- colour,
- ethnic origin,
- citizenship,
- creed,
- sex,
- sexual orientation,
- age,
- marital status,
- family status,
- disability,
- the receipt of public assistance,
- gender identity,
- gender expression.

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

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

- An employer cannot discriminate based on record of offences. A housing provider can take record of offences into consideration.

- A housing provider cannot discriminate based on receipt of public assistance. This is not in the list of prohibited grounds for employment.

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

This is not recommended.

- The list in the *Code* is accompanied by definitions and other sections which explain and qualify the obligations. It is important that these apply.

- Experience shows that when co-ops adjust the list, they are basically covering the same things in different words. But there may be a slightly different meaning that is hard to predict.

- Co-op by-laws are legally operative documents. It is important to be accurate and consistent so that co-ops do not have unexpected liabilities.

HARASSMENT

8. What is harassment?

Harassment is inappropriate comment or conduct that is known or should be known to be unwelcome. It is illegal if it is on a ground stated in the *Human Rights Code*. The prohibited grounds of harassment are substantially similar to the prohibited grounds of discrimination.

Some examples of harassment when based on a prohibited ground are:

- epithets, slurs or jokes;
- name calling or nicknames;
- jokes, cartoons or graffiti;
- verbal abuse;
- displaying offensive or derogatory images;
- practical jokes causing awkwardness or embarrassment;
- condescending or patronizing behaviour undermining a person's self-respect.

9. What is sexual harassment?

Sexual harassment is harassment because of sex, sexual orientation, gender identity or gender expression. Some examples are:

- gender-related comments about an individual's physical characteristics or mannerisms;
- unwelcome physical contact, patting or pinching;
- suggestive or offensive remarks or innuendoes about members of a specific gender;
- propositions of physical intimacy;
- gender-related verbal abuse, threats, or taunting;
- leering or inappropriate staring;
- bragging about sexual prowess;
- demands for dates or sexual favours;
- offensive jokes or comments of a sexual nature about a person;
- display of sexually offensive pictures, graffiti, or other materials;
- questions or discussions about sexual activities;
- paternalism based on gender which a person feels undermines his or her self-respect or position of responsibility;
- rough and vulgar humour or language related to gender.

10. Are there other kinds of sexual harassment?

Yes. In addition, sexual harassment is any kind of sexual advance made by someone who is in a position to grant or deny a benefit or advancement such as someone's employer or superior. It is also any reprisal by such a person for rejection of a sexual advance.

11. Does the victim have to object for it to be sexual harassment?

No. It is not necessary for someone to object to behaviour for it to be contrary to the *Human Rights Code*.

RESPONSIBILITIES OF CO-OPS

12. What are the co-op's legal responsibilities?

As a housing provider the co-op has to follow the *Human Rights Code* in all areas of its operations. This includes its role as housing provider and as employer.

The co-op is responsible for the acts of the co-op as a corporation. It also can have responsibility for the acts of its staff and anyone acting on its behalf. This can include directors, officers, committee members and others.

13. Is the co-op responsible for the acts of individual members?

If the co-op is a place where discriminatory or harassing language or acts are common, it is said to have a "poisoned environment" or "poisoned atmosphere". Under the *Human Rights Code* the co-op could be responsible.

The co-op has to do what is reasonable to ensure that the general atmosphere at the co-op is free of discrimination or harassment on human rights grounds. It cannot just ignore such conduct.

ACCOMMODATION OF DISABILITIES

14. Does someone who is disabled have to obey the same rules as other co-op members?

Yes. But those rules have to be adjusted to allow for the person's disability if it can be done without undue hardship.

15. Does the co-op have to go to special expense to fill the needs of someone who is disabled?

Yes. The co-op has to provide equal housing to everyone, including any members who are disabled. In order to permit the disabled members to have equal housing, special measures may be needed, such as automatic door openers.

The co-op and anyone else providing accommodation has to take such measures if it can be done without undue hardship.

16. What is undue hardship?

Undue hardship is not defined in any exact way. However, it would include cost, outside sources of funding, if any, and health and safety requirements.

17. Doesn't it cost a lot to accommodate people with disabilities?

No. The Human Rights Commission says that a great many examples of accommodation can be done very inexpensively.

For instance, some people are highly sensitive to certain chemicals such as cleaning fluids. Pricing out alternatives that are less offensive (and maybe better for the environment) shows that they only cost a co-op slightly more. The same is true of a great many other accommodations.

18. Is there a hard and fast dollar limit for an accommodation?

No. The *Human Rights Code* does not state a specific limit and the explanations given in court and tribunal cases do not lead to any specific limit. You should consult your local federation or lawyer when this issue comes up.

INDIRECT DISCRIMINATION

19. What is indirect discrimination?

Indirect discrimination is also called "constructive" discrimination. It exists if there is a requirement or factor that is not discrimination on a prohibited ground but that results in the exclusion, restriction or preference of a group of persons identified by a prohibited ground.

An example might be religious beliefs. Co-ops might be scheduling meeting times for good reasons that have nothing to do with any human rights issues. But if a members' meeting falls on a holiday that affects a lot of the members, that could be indirect discrimination.

20. Does the co-op have to go to expense or change its rules to avoid indirect discrimination?

Yes. But the co-op's obligations are subject to the same test of undue hardship as for accommodating disabilities.

EQUAL TREATMENT FOR ALL MEMBERS

21. Does accommodating disabilities and avoiding indirect discrimination involve treating some members better than others?

No. This is the biggest issue that bothers co-op members. Co-ops are founded on the basis that all members have equal worth. This is not like other kinds of corporations where worth depends on the number of shares or the amount of investment.

But sometimes people have to be treated differently in order to receive equal service. For instance, no one would suggest that there is anything wrong with giving a household of five a larger unit than a household of one. It is accepted that this better fits their needs.

In the same way co-op services need to be adjusted in a sensitive way to meet other specific needs of co-op members if it will not cause undue hardship.

22. Is the co-op entitled to proof of the needs?

Yes. The co-op is entitled to reasonable evidence if there is any need for accommodation.

However, the most important thing to remember is that the member involved is entitled to be treated with dignity. People should get away from the mindset that there is any kind of "special privilege". Instead recognize that whatever is being done is being done to give service that is effectively equal to others.

Therefore, any request should be treated with respect and dignity, and, of course, complete confidentiality on a need-to-know basis.

OTHER ISSUES

23. Are there other legal issues related to the *Human Rights Code* and human rights at co-ops?

Yes. A lot of them. This paper only skims the surface. It is important to get legal advice when issues come up.

24. If a complaint is made against the co-op to the Human Rights Tribunal, what should the co-op do?

First, the co-op should report it to the co-op's insurance company. The complaint might be covered by the co-op's insurance.

It is important to do this whether or not the co-op thinks there is any merit in the claim. That is because the legal or other costs can be very high, whether or not the co-op defeats any complaint. The insurance company may not provide coverage unless it is consulted from the beginning. It is a requirement of the insurance that the co-op consult it from the beginning.

Second, the co-op should not discuss the matter with the person involved or their lawyer and no one acting on the co-op's behalf should do so.

Third, the co-op's own lawyer should be notified in the case the insurance company lawyer does not take over.

25. Will following the Human Rights By-Law mean that no claim can be made against the co-op?

No. The By-law is intended to be a way to enhance human rights at the co-op and to resolve problems. However, anyone who is dissatisfied or does not want to use the By-law can complain to the Human Rights Tribunal.

Policy No. 3.1

ALTERATIONS AND IMPROVEMENTS

1. Members must receive the prior written approval of the Property Management Committee before undertaking any alterations to their units which:

    a) will be permanently left in place or affect a permanent change to a wall, floor or ceiling surface (e.g. tiles, built-in shelving); or
    b) involve installation, removal or replacement of equipment (e.g. stove, air-conditioning); or
    c) alter spatial layout; or
    d) require government inspection or permits (e.g. building, plumbing, electrical).

2. Application, accompanied by complete information concerning the alteration must be made to the Property Management Committee, which shall reply within two (2) weeks.

3. Approval by the Property Management Committee will be based on these criteria. The alteration must be:

    a) safe; and
    b) within all applicable codes and regulations; and
    c) of an acceptable quality of workmanship; and
    d) in the interests generally or the Co-op; and
    e) not creating limitations to the future use of the unit.

4. The Property Management Committee has the right to give or withhold permission, and the member has the right of appeal to the Board.

5. If a consultant is required to help the Co-op to make a decision concerning an improvement, the member concerned will be advised of the cost and asked whether to proceed. The member will be required to bear this cost.

6. The member concerned will be required to obtain and pay all costs of permits and permissions as well as improvement costs.

7. The member concerned will be required to deposit a personal cheque for $100. to the Co-op, prior to work commencing; the deposit to be returned upon inspection by the Property Management Committee and approval of the completed work.

8. Unless the Co-op initiates changes to a unit, the Co-op will not pay any costs involved.

9. The member may make changes to the co-op's plumbing system such as the installation of a water filtration system. The following rules will apply:
   a. The Member(s) hereby agrees to allow the Co-op to inspect the unit during the last month of the occupancy to ensure that the alteration(s) have been returned the original condition.
   b. The Member(s) must have liability insurance to cover the cost of any damages that may occur due to such installation. A copy of the coverage must be attached to this policy.

10. Fixtures installed by the Co-op are the property of the Co-op. Members may, on a temporary basis, replace Co-op owned fixtures with their own, but are responsible for storage of the original fixtures and replacing them in good working order before vacating the unit.

11. The following policies will apply with respect to locks:

    a) The Co-op will maintain all locks on entrance doors to the building and individual units; and
    b) members may not alter the locking system of their unit without the prior permission of the Property Management Committee; and
    c) if a lock is changed or added, a copy of the key must be delivered to the Co-op office; and
    d) deadbolt type locks only may be used as replacement locks in apartment building units.

12. The following policies will apply with respect to other alterations such as plumbing:

a)

13. If changes herein discussed are made without approval, in writing, by the Co-op, the member involved may be required to restore the unit to its original condition, and bear all costs involved.

Approved by the Board of Directors: January 18, 1987

Approved by the General Membership: March 1, 1987

Amendments approved by the Board of Directors : _____

Amendments approved by the Membership: _____

Policy No. 3.2

AIR CONDITIONING

Be it resolved that in a continued effort to gradually withdraw the co-op's involvement from air conditioning service, the co-op will discontinue the monthly charges for air conditioners effective July 1, 1992 and the following stipulations will apply:

1. All existing air conditioners will be encased and receive a final cleaning and servicing by July 1, 1992.

2. After July 1, 1992 all service required will be the responsibility of the member although the air conditioners remain the property of the co-op.

3. If the air conditioner breaks down after July 1, 1992 and the member does not wish to repair it, the co-op will remove it and replace the window.

4. New members moving in, may purchase the existing air conditioners or they will be removed and replaced with a window. The Board of Directors will determine the purchase price of the air conditioner based on the age and condition of the unit at the time of sale.

5. Any revenue from the sale of air conditioners will be used to offset the costs of replacing the windows.

Date Approved by Board of Directors: March 19, 1992

Date Approved by General Membership: April 12, 1992

Policy No. 3.3

APPOINTMENTS

It is the policy of Hazelburn Co-operative Homes of Toronto Inc. that appointments to positions requiring a vote by the Board of Directors shall be posted at least seven (7) days in advance of the vote. The position shall be described together with any required qualifications. This description shall be posted in a prominent location and all qualified members shall be eligible to apply.

If a number of qualified applicants apply, the Board shall encourage each of them to appear and present their reasons for applying. Subsequently, the Board will consider the applicants in a closed session and present their decision.

Approved by the Board of Directors: January 20, 1986

Approved by the General Membership: April 20, 1986

Policy No. 3.4

ANNUAL INSPECTIONS

1. The annual inspection of all units and common areas in the Co-op will take place annually in June (or earlier). (The timing of these inspections is critical so that the results may be obtained before the annual budget is prepared.)

2. Written notice of the inspections will be distributed to all units at least two (2) weeks prior to the actual inspections.

3. Members are expected to be present during the inspection of their unit.

4. Members interested in conducting the inspection will be invited to attend a training session prior to the beginning of the inspections. Information, guidelines and necessary materials will be distributed at the meeting.

5. Inspection teams:

    a) will be made up of two (2) current members of the Co-op during the training session; and
    b) will be assigned a floor to inspect (a team will also be assigned to inspect all of the common areas); and
    c) will arrange their own appointments with members; and
    d) will correlate the data that they collect into short summaries; and
    e) will return all inspection forms and summaries to the Property Management Committee or its designate by a predetermined deadline.

6. Results of the inspections will be tabulated from the above-mentioned summaries and presented to the Property Management Committee (and subsequently to the Board).

7. All detailed inspection forms will be kept in the office at least until the next year's inspections have been completed and turned into the office.

Approved by the Board of Directors: January 18, 1987

Approved by the General Membership: March 1, 1987

HAZELBURN CO-OPERATIVE HOMES OF TORONTO INC.
178 JARVIS STREET, TORONTO, ONTARIO, CANADA M5B 2K7
Telephone: 416-863-1851 • www.hazelburn.org

Keeping our Co-op Safe and Sound: Commitment to Participate in CHF CANADA'S RISK MANAGEMENT PROGRAM RESOLUTION

WHEREAS Hazelburn Co-operative Home of Toronto Inc. is insured by Co-operators General Insurance Company as part of CHF Canada's commercial insurance program for its members, and

WHEREAS CHF Canada has developed a Risk Management Program as part of its commercial insurance program, which requires the co-op to complete various requirements over three years to participate in the program, and

WHEREAS the Housing Co-operative will receive a discount on their insurance rate if they complete the requirements in three years, and

M/S/C Be it resolved that Hazelburn Co-operative Home of Toronto Inc. agrees to participate in CHF Canada's Risk Management Program and complete these requirements:

- Complete the CHF Canada Risk Management Self-Assessment
- Complete yearly education sessions for the board of directors
- Inspect all units over a three-year period
- Create and maintain a Risk Management Plan

And that Joseph Valentino be authorized to be the contacts with CHF Canada and Co-operators as it applies to this Program. The co-op will notify CHF Canada and the Co-operators if either of these names are changed.

We HEREBY CERTIFY the above to be a true and exact extract of the resolution duly passed by the Board of Directors of Hazelburn Co-operative Home of Toronto Inc on the 12 day of

August, 2026.

Director _____

Director _____

Policy No. 3.5

CHILDREN'S PLAYROOM

1. Parents or guardians are responsible for supervising their children in the playroom. Children under 18 are not allowed in the playroom without an adult.

2. Parents or guardians are responsible for any damages to playroom equipment or facilities.

3. Potentially dangerous equipment such as baseball bats, hard balls, hockey sticks, skateboards, and roller skates are not allowed in the playroom.

4. Food and drink are not allowed.

5. Loose toys belonging to the playroom may not be removed from the room. These toys are labelled "hbc". Said toys will be kept in the playroom.

6. Playroom hours will be 10:00 a.m. to 9:00 p.m.

7. Parents or guardians will be required to sign a consent form allowing their children assess to the play area and absolving the Co-op from any liability.

Members of Hazelburn Co-operative have read and do agree to abide by the Children's Playroom Policy. Members understand that their child/children may be allowed access to the Playroom only if the member is present to supervise and be responsible for child/children's activities. In the event of any injury, damage, or mishap occurring during the use of the Playroom the member understands that he/she is solely responsible for his/her child/children. Hazelburn Co-operative does not accept responsibility for member's children while using the Children's Playroom.

RULES

1. **Toys**
   Parents are responsible for seeing that their children return the toys to their shelves, baskets, and boxes. Toys are not to be removed from the playroom.

2. **Equipment**
   Parents are to supervise their children when playing on the equipment.

3. **Parent Resource Materials**
   Not to be removed from room.

4. **Hours**
   10:00 a.m. to 9:00 p.m. parents to lock up.

5. **Supervision**
   Children are allowed in the playroom only if an adult is present to supervise.

6. **Miscellaneous**
   Shoes must be worn. Food and drink are not allowed.

Approved by the Board of Directors: April 28, 1986

Approved by the General Membership: April 2004

Revised: April 2004

Policy No. 3.6

COMMON SPACE – RECREATION ROOM

This policy sets out guidelines for the use of the co-op recreation room on the second floor. The recreation room is available to all members for various functions. The room also serves as a common space for members to make use of the library and in summer, to enjoy the air-conditioning.

PARTIES AND EVENTS

1. **Booking**

   a. The recreation room may be booked only by members in good standing of Hazelburn.
   b. The member booking the event must be present at the event.
   c. Parties and events should be booked through the office at least one (1) week in advance.
   d. A Recreation Room Rental form is to be completed at the time of booking. Payment for the recreation room will be made at the time of the booking.
   e. The rental fee will be set at the discretion of the Board of Directors.
   f. A damage deposit of $100.00 (cheque) dated the day of the event may be requested at the discretion of the manager and if requested must accompany the booking. The member responsible for the room will pay for any damages incurred over and above the damage deposit if required.
   g. Noise must be kept to a reasonable level, which generally speaking will mean no loud music or noises after 9:00 p.m. on weeknights and after midnight on weekends.
   h. The key for the room may be obtained from the office and must be returned to the office on the next business day.

2. **Responsibilities**

   a. Take care when hanging things to avoid damage to walls and ceilings.
   b. Please supervise your guests and ensure they do not wander the halls, misuse stairwells and bathrooms, or partake in illegal or unsocial

behaviour. A reminder: **There is no smoking allowed in the building**. Your guests must smoke outside on the ground floor.

c. It is of paramount importance that the front door to the building be locked at all times. Admit your guests directly through the use of the rec room enterphone.

d. If alcohol is to be served, the member booking the room should obtain Party Alcohol Liability insurance coverage, if their own personal liability insurance does not cover such use of common rooms. Written confirmation of coverage should be presented to the office 1 week prior to the party or event.

e. The rec room should be left clean and free of debris and garbage after your event. Please sweep the floors, clean any spills and **remove all food**.

f. Please be mindful of neighbours. All complaints regarding noise must be dealt with quickly and politely.

MEETINGS

1. Co-op committee meetings may be booked simply by informing the office and signing the room booking calendar beside the mailboxes on the first floor. (Please do not remove any tables or chairs from these rooms.)
2. Because Hazelburn is a member of the community, the rec room will be available to groups who function within the community on a non-profit basis. This does not include professional associations. There are several provisions with respect to these functions:

    a) Absolutely no alcohol will be permitted; and
    b) the time available is Monday through Sunday from 10:00 a.m. to 10:00 p.m.; and
    c) a $100.00 deposit for the rec room will be required when booking the room, and the rental fee for the rec room is $50.00
    d) a pre-check and a post-check will be carried out, with the person signing for a booking responsible for any damage, uncleanliness or loss of items.

BORROWING TABLES AND CHAIRS

1. If a member wishes to borrow chairs or tables from the rec room, they must first sign them out at the office.

Approved by the Board of Directors: March 27, 1991

Approved by the General Membership: April 21, 1991

Revised: April 2004 (Re multipurpose room is now the Stella Room)

Revised: September 2013 (format, preamble, party and event hours, smoking, alcohol liability)

Approved by the Board of Directors: September 18, 2013

Approved by the General Membership: October 16, 2013

Signature:

Policy No. 3.7

CONFLICT RESOLUTION

SCOPE

The definition of a conflict is any event which induces a member to initiate a complaint. The parties involved in a conflict may be of one or more of three combinations:

a. between members; or
b. the members against the Co-op; or
c. the Co-op against the members.

This proposal and other current and future Co-op policies are assumed to be mutually exhaustive in arriving at solutions.

CONFLICT AVOIDANCE

Most conflicts can be avoided when the members are aware of the potential cause in advance. On this end, the Co-op should keep the members aware of the causes and solutions:

a. usage of garbage chute within certain hours; or
b. structural limitation of handling noise between units; or
c. available facilities for childrens' playground; or
d. others.

The members are encouraged to resolve conflicts through personal contact between the parties involved. In failing, they have the policy to fall back on.

POLICY

1. **Written Complaint**

   All complaints must be in writing to the manager. A standard complaint form should be made available as part of the membership manual to ensure consistent information:

Parties Involved

- Date
- Name
- Unit #
- Personal contact attempt at resolution

Nature of Conflict

- Direct violation of the Co-op policy
- Noisy neighbour
- Disagreement on Co-op management decision
- Structural inadequacy or damage

2. **Written Response**

All complaints must be responded by the coordinator within one week with the actions to be taken:

a. resolution action; and
b. referral to the Board.

3. **Resolution authority should lie in two offices:**

a. Coordinator

Most conflicts can be resolved based on guidelines set out by the various Co-op policies. The coordinator will be responsible for understanding and implementing them.

b. Board

The issues which are not specified in the current policies should be brought up to the Board for decision or referral to appropriate committees to handle.

Approved by the Board of Directors: April 7, 1986

Approved by the General Membership: April 20, 1986

Policy No. 3.8

KEY AND ACCESS

This policy is intended to define the various keys that are needed to access the areas of Hazelburn Co-op, as well as those keys' uses, and the procedures governing them. It is written and adopted as a reflection of current practice as of 2012, and with the understanding that the Members, Staff, and other residents and guests of the Co-op undertake to use their keys only in a manner that is responsible and consistent with the security of the building and its residents.

DEFINITIONS

1. To be *issued* a key is to be given a key, free of charge, for the duration of one's membership in the co-op or a committee thereof, or in accordance with law or service agreements.
2. To *carry* a key is to have sole responsibility for a key for a limited and specified time, e.g. during an on-call shift.
3. An *available* key is one that may be entrusted for use of a common space, e.g. the playroom, for a limited and specified time.

THE MANAGER'S ROLE

1. All keys under this policy are to be issued and otherwise distributed only by and with the approval of the Manager, acting under the direction of the Board of Directors.
2. In the Manager's absence, the Bookkeeper may perform the Manager's duties in regard to this policy, subject to later confirmation by the Manager or the Board.
3. The Manager may, from time to time and as needed, under the direction of the Board, issue other keys besides those described in this policy.

MEMBERS' KEYS

1. Each Members' unit will be issued 2-unit keys, 1 mailbox key, and 1 laundry card.
2. If Members living in the same unit are not related to each other, then each member in the unit will be issued a separate laundry card.

3. Each Member, and any Member's children 12 years of age and over, will be issued 1 common area key. This key provides access to the building.
4. Additional common area keys may be obtained through the office with a deposit of $25 per key, to be refunded upon the return of the key.
5. Lost keys or cards may be replaced, with payment of a $25 replacement fee per key or card.
6. Members may, at their own expense, make copies of their unit keys for other residents of the unit, for their children over the age of 12, or for neighbours.
7. In the event of a move out, the person or persons leaving must return to the office all of the keys or cards, whether issued or copied, that they have held under this section of the policy.
8. Only adult Members may be issued or otherwise obtain keys from the office.

STAFF KEYS:

1. Each Co-op Staff Employee will be issued 2 master keys:

    a. Master key one opens all members' units.
    b. Master key two opens all common areas except for the office file room and the second-floor storage room.

2. The Manager and the Bookkeeper will each be issued a key to the office file room and a key to the second-floor storage room.

    a. If the Board of Directors requires access to any confidential files stored therein, the Board must direct Staff to provide those files for the next official Board meeting.
    b. No member or Director may have direct access to the office storage room key or to the second-floor storage room key.

3. Maintenance Staff, Cleaning Staff, and the Manager will each be issued a key to the maintenance room.

    a. In case of emergency the Signing Officers of the Board may access a spare maintenance room key, which will be kept be kept in a designated place.
    b. Two Directors must declare the emergency in order to use the maintenance room key.

4. Under the authority of the Board, Staff will be issued, carry, or have access to any other keys that may become necessary and appropriate for the safety and

functioning of the building.

COMMITTEES' KEYS

1. **Board of Directors**
   a. Each Director will be issued a sub-master key (opens all areas except for Member units, mailboxes, maintenance room, office, office file room, second-floor storage rooms, playroom).
   b. Each Signing Officer will be issued an office key.

2. **Committee Chairs**
   Each Committee Chair will be issued a boardroom key, with the exception of the President of the Board, who will be issued a sub-master key and an office key.

3. **On Call Committee**
   a. Each active member of the On Call Committee will be issued a key to the boardroom and a key to the On Call cupboard.
   b. While on duty, members of the On Call Committee will carry the On-Call key ring, which contains the following keys:
      - Sub-master (opens all areas except for Member units, mailboxes, maintenance room, office, office file room, second-floor storage rooms, playroom).
      - Elevator service
      - Fire service
      - Backup key cabinet
      - Fire safety box
      - Padlocks to all outside gates
      - Front water tap
      - Roof light timer
      - Any other keys needed for On-Call duty and as described in the On-Call Policy

4. **Custodial Committee**
   Each active member of the Custodial Committee will be issued a key to the custodial room on the main floor.

5. **Social Committee**
   The Chair of the Social Committee will be issued a key to the Rec Room.

6. **Gardening Committee**
   a. The Chair of the Gardening Committee will be issued a key to the storage shed.
   b. All active members of the Gardening Committee will be issued keys to the following:
      - Front water tap
      - Padlocks to all outside gates

7. **Membership Committee**:
   Each active member of the Membership Committee will be issued a key to the boardroom.

8. **Inactive Committee Members and Former Committee Members**
   Upon leaving a committee (including the Board) or becoming inactive in that committee, any chair or member thereof must return all keys associated with that committee to the office.

COMMUNITY LIVING GROUP HOME KEYS:

1. The Director of the Community Living Group Home will be issued common area keys, unit keys to the units of the Group Home, a mailbox key, and a laundry card.
2. The Director may purchase and copy extra keys and cards for the staff of the Group Home as needed, in co-ordination with the Manager.

BACKUP UNIT KEYS:

1. Backup copies of unit keys will be kept in a locked closet in the board room. Only Co-op Staff and on-duty members of the On Call Committee will have access to this closet.
2. Use of and access to the Backup Unit Keys are described in the On-Call Policy.

ELEVATOR KEYS:

1. Only the Staff and on-duty members of the On Call Committee may carry the elevator keys (Fire, Service, Emergency Intercom).
2. In the event of a move in or move out, or in the event that a Member wishes to move furniture or other large items using the elevators, that Member must book the elevator either with the office or with On Call so that either Staff or On Call may use the elevator keys to place the elevator on service.
3. Members not on duty for the On Call committee may not carry the elevator keys, nor are the elevator keys available to them otherwise.

MEMBERS' SPECIAL AREA KEYS

With the exception of barbecue keys, all keys in this section are available to any adult member and must be signed out from the office during regular office hours.

1. **Barbecue Keys**
   For details on barbecue keys including fees, members should consult the Use of Barbecue Policy.

2. **Playroom Key:**
   Available to any adult member, free of charge, as noted.

3. **Recreation Room Keys and Second-floor Washroom Keys:**
   Available to any adult member as noted, with appropriate fees as determined by the Manager under the direction of the Board.

OTHER KEYS:

1. Certain keys are issued to City authorities and to long-term contractors as required by law and by service agreements.
2. All other keys are kept locked in the office in a designated place, for use of the Staff only.
   a. These include keys to thermostat covers, the office security system, and the enterphone covers in the lobby, among others.

SPECIAL CIRCUMSTANCES:

The Board of Directors and Staff may issue temporary keys for special circumstances, such as repair or other work performed by contractors.

Approved by the Board of Directors: March 20, 2013

Approved by the General Membership: April 17, 2013

Policy No. 3.9

MEMBERSHIP COMMITTEE

RESPONSIBILITIES OF THE MEMBERSHIP COMMITTEE

1. **Selection of Members**
   Filling vacant Co-op units by:

   a) Receiving applications for membership; and
   b) Interviewing applicants; and
   c) Making recommendations to the Board of Directors on the acceptance of new members,

2. **Education of New Committee Members**
   Educating new committee members in the Membership Committee policy and procedures.

COMMITTEE COMPOSITION, STRUCTURE AND PROCEDURES

1. **Size**
   The committee shall have a minimum of five (5) members.

2. **Quorum**
   Quorum shall consist of a minimum of four (4) members to any meeting posted publicly.

3. **Chairperson and Secretary**
   The committee will select a chairperson and a secretary from among its members annually. The chairperson will set agendas, call regular meetings and preside at meetings. The secretary will record the minutes of each meeting and distribute copies of the minutes to the committee members and the Manager within seven (7) days of a meeting.

4. **Membership on the Committee**
   a. Eligibility
      Membership is open to all members of the Co-op willing to undertake the

responsibilities of the committee. Membership on the committee will be acknowledged in the minutes.

b. Attendance
Any member who misses three (3) consecutive meetings (or four (4) meetings over a six-month period) may be removed from the committee. Members unable to attend a meeting are expected to pass on their regrets to the chairperson. Such regrets will be indicated in the minutes.

c. Confidentiality
Any member who breaches the confidentiality of committee business shall be removed from the committee. (See s.10. - Confidentiality)

5. **Liaison with the Board and Other Committees**

a. The Board's Liaison
A member of the Board will be appointed by the Board to report on all relevant committee business (e.g. recommendation on applications, policy proposals, status reports).

b. Liaison to Other Committees
The committee may appoint liaisons with other committees as the need arises.

6. **Agenda**

Each committee meeting will start with the approval of an agenda. The chairperson is responsible for ensuring that the necessary items of business are placed on the agenda.

7. **Conflict of Interest**

Committee members, who are related to or maintain a close personal relationship with an applicant, must declare their conflict of interest and must remove themselves from the committee's discussion of that application, and must abstain from the committee's vote.

8. **Decisions**

a. On Applications
All recommendations on applications must be decided by a majority vote. One of the committee members who interviewed the applicant must make the motion. The motion can be seconded by any other committee member.

b. On Policy

All major policy changes must be approved by a majority vote of the committee on a motion duly moved and seconded. Approved changes will then be presented to the Board of Directors and Membership for approval.

9. **Frequency of Meeting**

a. Regular Meetings

The committee will meet at least once every two (2) months. The date of future meetings will normally be set at the end of the current meeting and recorded in the minutes.

b. Emergency Meetings

Emergency Meetings may be called by any two committee members, provided forty-eight (48) hours notice is given to all committee members, in person, in writing or by telephone. Such notice shall indicate the purpose of the meeting.

10. **Confidentiality**

All information provided by applicants and members as well as the details of any committee discussion of interviews or applications shall be disclosed only to the committee or the Board or the manager. Such information should only be used in conducting the committee's or the Board's proper business. Any breach of confidentiality is sufficient cause for removal from the committee and must be referred to the Board for a final decision. The committee may make a recommendation or may remain neutral in such cases.

11. **PIPEDA**

All personal information obtained from applicants through the application member selection process shall be gathered, used and disclosed in compliance with the Personal Information Protection and Electronic Documents Act (PIPEDA) and its principles.

Following the interview all information relating to the applicant should be forwarded to the co-op manager. Committee members should delete or destroy all copies of personal information both physical and electronic once the application has been turned over to the manager.

MEMBER SELECTION CRITERIA

1. **Use of the Criteria**

The member selection criteria are to be used by the Membership Committee when assessing applicants' suitability for membership in Hazelburn. The committee shall make every effort to apply the criteria equally to all applicants. In addition to these criteria, the committee shall follow the principles set out in the Ontario Human Rights Code and all other applicable legislation. .

2. **Definition of the Criteria**

Applicants for Membership should have the following qualities:

a. Interest in and enthusiasm for the Co-operative; and
b. Willingness and ability to participate in co-operative activities; and
c. Desire to make a long-term commitment to the Co-op; and
d. Positive attitude of living in a community with people from a variety of social, economic and cultural backgrounds; and
e. Demonstrated financial stability and responsibility; and
f. Likelihood of being a good resident and a good neighbour who will maintain his or her unit in good condition and will respect the rights of others.

APPLICATION AND INTERVIEW POLICY AND PROCEDURES

1. **Meetings and Applications**

a. Submitting an Application

A completed application for membership, including membership fee and income verification must be received before the applicant will be considered.

b. All applicants must attend an interview meeting.

2. **Interview Teams**

a. Size and Composition

Every interview must be conducted by a minimum of two (2) unrelated committee members.

b. Eligibility of Members

Committee members must not interview relatives, friends or business associates. (See s. 7 - Conflict of Interest)

3. **The Interview**

a. Attendance
All members of the household, age 18 years or over must attend an interview. The interview may be conducted in person, via video conference or phone call.

b. Reporting to the Committee
The interviewers must report on the interview to the full committee on the form found in Appendix A.

4. **The Committee's Decision**

a. The Committee's Decision
A committee decision must be reached by a majority vote. This decision must only be communicated to staff and to the Board of Directors, not to the applicant or any other interested party.

b. Motion to Accept/Reject an Applicant
The interview team will begin its interview report to the full committee with one interviewer making a motion and any other committee member seconding it. Such a motion may recommend acceptance, rejection or re-interviewing.

c. Motion to Re-interview
A motion to re-interview should be made only when the two (2) interviewers cannot agree on a recommendation and more information or a third opinion is necessary.

d. Re-interviewing an Applicant
If an applicant is to be re-interviewed, they may ask to clarify the reason that led to the first interviewers' inability to reach a decision.

e. Rejection of a Motion
If the recommendation of the interviewers is not accepted by a majority of the full committee, any committee member may move another recommendation. However, the interviewers' recommendation to reject cannot be replaced by the committees deciding to accept, but by a decision to re-interview.

5. **Approval of Applicants for Membership**

The Membership Committee shall advise the Board of Directors whether the Membership Committee has recommended approval or rejection of an applicant for Membership in the Co-op.

In the event that the Co-op will suffer vacancy loss if an available unit is not filled, the Board of Directors may consider an applicant for membership on the recommendation of the two members of the Membership Committee who interviewed the applicant.

Appendix A: Interview Report Sheet. p.7

Appendix B: Staff Process for Membership Applications & Managing Internal and External Waiting Lists. p. 11

Approved by the Board of Directors: October 8, 2003
Approved by the General Membership: October 28, 2003

Revisions to policy:

RESPONSIBILITIES OF THE MEMBERSHIP COMMITTEE,
COMMITTEE COMPOSITION, STRUCTURE AND PROCEDURES

2. **Quorum**

Approved by the General Membership October 15, 2014

Appendix A: Interview Report Sheet

INTERVIEW REPORT SHEET

Names of Applicant(s) _____

Date _____

All Applicants Present?
Yes ☐ No ☐

Notes on Scheduling _____

Interviewer 1 _____

Interviewer 2 _____

This interview will take about 45 minutes. The purpose of the interview is to get to know you as a prospective member, and to enable you to learn more about what co-op life is like. You are welcome to ask questions at any time.

What type of housing are you currently living in?

Specifically, how did you hear about Hazelburn Co-operative?

Why do you want to live at Hazelburn? How will it compare with your last/current home?

What do you know about living in a co-operative and co-operative values?

Please tell us of an experience of living or working in a diverse community?

Please tell us about your previous volunteer experience.

Are you aware that all Members are expected to support our community through participation within the cooperative?

Do you have a Hazelburn committee in mind already? Do you have any questions regarding any of the committees' duties? (Committees include: Social, Gardening, On-Call, Property Management, Custodial, Membership, Sustainability, Office Help, and Board of Directors.)

Beyond work with one of the standing committees, what skills and interests do you have to offer which might benefit the Co-op?

How would you handle a conflict with a neighbour?

What kinds of neighbours do you think you might have at Hazelburn?

It is our vision that Hazelburn Co-op will be a diverse community of members who are deeply invested in maintaining a thriving co-op community.

Things you should know:

1. Co-op membership is different than renting from a landlord. Hazelburn is focused on creating an intentional community.
2. It is your right and obligation as a Member to attend our semi-annual General Meetings where you can vote for the Board of Directors (Fall Meeting), the budget (Spring Meeting) and current co-operative issues.
3. Dogs are not allowed at Hazelburn Co-operative, except those that fall under exceptions due to the Human Rights Code. Maximum two cats per unit, no exotic pets.
4. We have the Office of the Ombudsperson to assist with serious conflicts between neighbours; you can also talk to the office.
5. Monthly Housing Charges (Rent) include water, basic cable TV and internet but not electricity. Units are electrically heated and there is no central air conditioning in the building. Hydro bills are the responsibility of the Members.
6. Members are responsible for their own contents insurance. This is mandatory and proof of insurance must be submitted to the office annually.
7. Washers, dryers, and dishwashers cannot be used in the units. Laundry Room Hours 7am to 11pm Cost $1.50- $2.00 per machine load.
8. Hazelburn has a Pest Policy to which members are bound. Cockroaches and bedbugs are very rare, but if they happen, the treatment is aggressive. The laundry room is off limits to the unit occupants during treatment.
9. Guests and room-mates: You are welcome to have guests for up to two weeks on an informal basis. If your guest will be staying for longer than two weeks, you must complete the Long Term Guest Form. If they will be staying for more than 3 months, they are required to apply for membership and if granted, they will then have full and equal rights to the unit that you share. You are not permitted to sublet your unit or to list it with Airbnb or similar services
10. Common areas within Hazelburn include: Lobby, Recreation Room, Children's Play Room, Gym, Laundry Room and the Roof Top Garden.
11. If you are going away please inform the Office.

Safe, Clean & Secure:

a. Ensure that all doors to the building close securely behind you.
b. Do not let strangers into the building. Members will have a key fob that you can ask to see.
c. All entrances/exits to the building are monitored by a 24hr video surveillance system. You can view the front door at https://rtsp.me/embed/rfKfAhQy/
d. Keep your unit door, car, and bike locked.
e. Park in your assigned spot; talk to the office regarding temporary parking or deliveries.
f. Clean up messes in common areas if you can; if you need help, report the issue to either the Office or if after office hours please call On-Call.
g. Units are inspected for ongoing maintenance once a year. Although, should any issue arise within the Unit, it should be reported to the Office in a timely manner.
h. Garbage: Landfill waste - Household waste can be disposed of down the garbage chute. Broken glass and kitty litter cannot go down the garbage chute, please take that waste to the Landfill or Organic bins at the back of the building.
i. Recycling containers are at the back of the building.
j. Organic Waste Bin is also located at the back of the building. Please use appropriate bins.
k. Smoking is only permitted in designated common areas. Please use containers provided for cigarette butts.
l. Do not take glass of any kind to the roof.
m. The Barbecue must be attended at all times when lit. There is a $25 per year charge for access to the BBQ.
n. If you encounter any difficulty or suspicious people, contact the Office or if after office hours please call On-Call Committee or if appropriate call the Police.

Office 416-863-1851
Hazelburn On-Call 416-823-4894
Police Non-Emergency 416-808-2222

Comments about this interview (please write clearly and be detailed)
Interviewer 1

Any concerns?

Recommended ☐ / Not Recommended ☐ Signature_____

Comments about this interview (please write clearly and be detailed)
Interviewer 2

Any concerns?

Recommended ☐ / Not Recommended ☐ Signature_____

Membership Committee: Recommended ☐ / Not Recommended ☐ Date _____

Comments

Board of Directors: Recommended ☐ / Not Recommended ☐ Date _____

Comments

Appendix B: Staff Process for Membership Applications & Managing Internal and External Waiting Lists.

Staff Duties

a. Preparation
The co-op must have the application in hard or soft copy, application fee, income verification, and the results of credit and reference checks before the interview. The co-op staff should ensure that the applicant's income meets the Co-op's requirements, and that the unit size requested appropriate for the household's size as outlined in the Occupancy Guidelines. If they are not, the interviewers should be prepared to discuss the Co-op's policy with the applicants.

b. Credit Checks and References
A credit check will be made and a landlord reference obtained prior to the interview.

c. Justifying Bad Credit/References
The co-op's staff will give the applicant an opportunity to explain anything on a credit report or reference check which may be harmful to the applicant.

d. Communicating the Decision
The decision of the Co-op should be given to the applicant as soon as possible. Rejected applicants must be provided with the Appeal Process in writing when advised of the decision. A rejected applicant may re-apply for membership at the Co-op after a year.

The Appeal Process

a. Format and Deadline
A request for a re-examination must be made in writing and received to the Co-op's office within thirty (30) days of the date of the letter of rejection.

b. Applicability
Appeals will not be heard from applicants who have been rejected for the objective reasons outlined in the member selection criteria (for example, insufficient income), unless there is some provision in the criteria for exceptions.

The Co-op is under no obligation to give reasons, but may advise the applicant that they do not meet the selection criteria.

c. Deadline for Hearing the Appeal
Appeals of rejections must be heard within thirty (30) days of receipt of the written request for an appeal.

d. Re-interviewing an Applicant
If an applicant is to be re-interviewed, they may be asked to clarify specified situations which led to the first interviewer's inability to reach a decision.

e. Format of the Hearing
Re-examinations will take the form of a second interview to be conducted by two (2) persons, one of whom must be from the Membership Committee and one from the Board of Directors. None of the original interviewers may hear a re-examination.

f. Decision on the Appeal
The re-examination interviewers will report directly to the Board of Directors, whose decision will be final.

g. Communicating the Decision
The final decision of the Co-op will be communicated in writing to the applicant as soon as possible.

Maintaining the External Waiting List

a. Committee Procedure
From time to time Co-op staff or a designated committee representative may contact all applicants on the External Wait List to ascertain whether:

i) They are still interested in moving into the Co-op; and
ii) If there have been any changes in the size or type of unit which they require and are eligible for; and
iii) If there have been any changes in their financial circumstances which would affect their requirement for subsidy.

If the staff or committee representative is consistently unable to contact an applicant on the Wait List, a letter will be sent to that household advising them to contact the Co-op within one (1) month or their name will be removed from the Wait List.

b. Applicant Procedure

Applicants may have their name moved to or added to any Wait List for which they are eligible by submitting a written request to the Co-op. Their position on the Wait List to which their name is added will be determined by the date of application.

c. Records

Co-op staff will maintain External Wait List and provide a copy to the committee as needed.

Priority

a. Wait List Priority

The External Waiting List for applicants will be ordered according to the date on which their completed application was received.

b. Confirmation of Original Application Information

When a unit is offered, the co-op staff or committee representative should confirm with the applicants that the information on file is correct.

c. Offering a Unit

When a unit becomes available to an applicant on the External Wait List, The unit will be offered to the household at the top of the Wait List for that size and type of unit, with the following exceptions:

i) If the Co-op is unable to contact the first household on the list within two business day, the unit will be offered to the next eligible household. The household that had been at the top of the list will retain that position; and

ii) If the household at the top of the Wait List is unable to accept a unit because the date of occupancy is less than sixty (60) days from the date the unit is offered, the Co-op shall offer the unit to the next household on the Wait List. The household that had been at the top of the Wait List will retain that position.

d. Accepting a Unit

A household will be given forty-eight (48) hours from the time they were offered the unit to decide whether they will accept it.

e. Rejecting a Unit

A household may turn down two (2) units that have been offered with Sixty-two (62) days notice, and still retain their place at the top of the Wait List.

If they turn down a third unit, their name will then be placed at the bottom of the External Waiting List for that size and type of unit.

Note: If they are on the Wait List for another size unit, they will retain their original place on that list.

INTERNAL WAIT LIST

1. **Composition and Priority of Internal Waiting List**

The Internal Waiting List will consist of members who wish to move to another unit. The Internal Waiting List will be managed by the Office Staff.
The Members on the Internal Waiting List will, in all cases, have priority over the External Wait List.

- The One (1) Bedroom Internal Waiting List priority will go to over housed members on subsidy (Subsidy By-Law s.7 Persons-per-Bedroom Restrictions), then seniors, then the Internal Waiting List.

2. **Eligibility Requirements for Members to apply Internal Waiting List**

a. Applicability

Members may apply to relocate to any size or type of unit for which they qualify according to the Co-op's Occupancy Guidelines. Members may specify in their request that they wish to relocate to a particular type of unit (floor plan), or to a particular area of the Co-op.

b. Format of Request

All requests to relocate must be submitted in writing to the Co-op office.

c. Time of Residence

Members must live in a unit for a minimum of two (2) years before they can apply to move to another unit and, following an internal move, they must live in the unit for a minimum of two (2) years before they can apply for subsequent internal moves. This requirement may be waived if:

i) Members who are under or over housed in their present unit, or qualify for another size unit because of a change in household size, according to the Occupancy Guidelines; or
ii) Members who need to move to a less expensive unit for financial reasons; or
iii) Members apply to move to an accessible unit; or
iv) Any other special need is recognized by the Board.

d) Members who are in breach of their Occupancy Agreement
Are not eligible to relocate within the Co-op. Grounds for refusing a request to relocate include, but are not limited to:

i) Arrears, where no repayment agreement has been made with the Co-op; or
ii) Failure to fulfill participation requirements; or
iii) Failure to maintain their unit in accordance with the Maintenance Policy.

Note: An exception to this provision may be allowed if a member in arrears wishes to relocate to a less expensive unit.

e) Double Eligibility
Applicants may have their name put on the Wait Lists of each size unit for which they qualify according to the Occupancy Guidelines.

f. Appeals
If a household's request to be relocated is refused because of a breach of the Occupancy Agreement, that household may appeal the decision to the Board of Directors within ten (10) days. The appeal will be heard, and a decision made within the next thirty (30) days.

The unit requested will be reserved pending the appeal only if the delay does not result in a financial loss of the Co-op.

3. **Relocation of Part of a Household**
If some but not all of the members of an existing household wish to relocate to a separate unit, they may do so provided that:

a. They have lived as members in good standing in their present unit for the

minimum period indicated in No. 2. Eligibility Requirements for Members to Apply to the Internal Waiting List, and

b. The new household size meets the Occupancy Guidelines; and
c. Any new resident of the household is interviewed and accepted for membership in the Co-op.

4. **Priority for Relocation**

Priority for relocation will generally be based on the date of application. Exceptions may be made if:

a. Housing charges assistance is not available and a household need to move to a less expensive unit; and
b. A household is judged by the Membership Committee to be severely over or under-housed; and
c. A household is forced to vacate a unit because of fire or other forms of damage; or
d. A member in good standing is forced to vacate a unit, even if she or he is forced to temporarily move out of the Co-op. His or her membership rights would however be suspended for that period.

5. **Trading Units**

No trading of units between members will be permitted.

6. **Turning Down a Unit**

If a household passes on a unit offered that meets the conditions specified in their relocation request three times, their names will be placed at the bottom of the Internal Waiting List, except in cases where the household would require a subsidy to move to a unit offered and no subsidy is available.

7. **Accepting an Offer**

Members must advise the office within two business days of viewing a unit offered whether they wish to move to the unit.

EXTERNAL WAIT LIST

1. **Composition**

The External Waiting lists will consist of applicants who have been interviewed and accepted for membership and will become members when a unit becomes available.

2. **Establishing the Wait List**

a. Types of Wait Lists

Separate Wait Lists will be established for each size unit and for the accessible units. Within each of the Wait Lists established by unit type, separate lists will be maintained for:

i) applicants not requiring subsidy; and
ii) applicants requiring subsidy.

b. Double Eligibility

Applicants may have their name put on the Wait Lists of each size unit for which they qualify according to the Occupancy Guidelines.

Policy No. 3.10

MOVE-OUT INSPECTION

1. The office will notify the Property Management Committee, or its designate, as soon as possible upon receiving notice of a unit being vacated.
2. Written notice of the required move-out inspection will normally be sent to the vacating unit not less that forty-five (45) days before the actual move-out date.
3. The vacating member(s) must be present during the inspection.
4. A two-member team will be assigned to inspect the unit.
5. Inspection teams

    a) will arrange their own appointments with members; and
    b) will complete the inspection checklist (supplied by the office).
    c) will send a letter requesting follow-up inspection within one (1) week of the initial inspection (if required); and
    d) will perform a follow-up inspection (if required); and
    e) will perform a post move-out inspection before new members move in; and
    f) will return all relevant data to the office upon completion of the inspection process.

6. Results of the inspections will be analyzed by the Office and/or the Property Management Committee in order to determine if a deduction from the security deposit of the vacating members is required.
7. It is advised that, as units become vacant, walls and floors with original (read "poor") finishes should be repainted and resealed respectively prior to new occupancy.

Approved by the Board of Directors: January 18, 1987

Approved by the General Membership: March 1, 1987

Policy No. 3.11

OMBUDS COMMITTEE

1. PURPOSE

The Ombud Committee provides an impartial and confidential avenue for members to seek advice, clarification, and assistance in resolving issues within the Co-operative.

The Committee promotes fairness, communication, and respect by helping members navigate disagreements or misunderstandings in a constructive way.

2. OVERVIEW

The Ombuds Committee offers:

- Information about Co-op procedures and member rights;
- Advice on possible courses of action related to an issue in the Co-op; and
- Assistance in facilitating communication or representing a concern at meetings.

Members may approach the Committee for help with a range of Co-op-related issues, including

- Disagreements or misunderstandings involving another member, a committee, a staff member, or the Board of Directors;
- Clarification of Co-op policies, procedures, and by-laws

Guidance on how to address a concern or to bring an issue forward in the appropriate forum.

All matters brought to the Committee will be treated confidentially, other than when disclosure is required by law (for example, in cases involving criminal activity or safety concerns), and respectfully.

3. ADVISORY AND MEDIATION ROLE

The Ombuds Committee operates independently of all other committees and the Board of Directors.

Its primary functions include:

- Acting as a neutral advisor for members regarding Co-op-related matters;
- Facilitating communication and understanding between parties to help resolve conflicts informally;
- Providing recommendations, when appropriate, to the Board or Co-op membership for improving communication, fairness, and policy clarity; and
- Serving as a support or advocate for members at meetings (e.g. general membership, committee, and Board meetings) when requested.

The Ombuds Committee does not have the authority to overturn Board, staff or other decisions or force action or inaction but may make recommendations to the appropriate body.

4. COMPOSITION AND QUALIFICATIONS

The Ombudsperson Committee consists of four members elected by the membership at a General Members Meeting.

To be eligible for election, a member must:
a) Be at least 18 years of age;
b) Be a member in good standing (not in default under the Occupancy Agreement);
c) Not be an undischarged bankrupt or declared mentally incompetent; and
d) Not be a current Board Director or staff member, to maintain impartiality.

5. ELECTION AND REMOVAL

- Members of the Ombuds Committee are elected at a General Members Meeting.
- Members of the Co-operative may, by majority vote at a General Members Meeting called for that purpose, remove a Committee member before the expiration of their term and elect a replacement for the remainder of the term.
- If a Committee vacancy occurs between General Members Meetings, the Board of Directors may appoint a qualified member to serve until the next General Members Meeting.

6. TERM OF OFFICE

Each Committee member will serve: (i) a one-year term beginning at the General Members Meeting; (ii) or until their successor is elected or appointed.

Members may serve consecutive terms if re-elected.

7. MEETING FREQUENCY AND RECORD KEEPING

The Ombuds Committee will:

- Meet as needed, and at least once per quarter, to review any ongoing matters and ensure consistency in approach;
- Maintain confidential, non-identifying notes of general matters discussed, limited to date, topic type, and any follow-up actions taken, required, or contemplated;
- Store records securely; and
- Prepare a brief annual summary (without identifying details) to support the Committee's yearly report to members.

8. DECISION-MAKING AND QUORUM

A quorum of the Ombudsperson Committee is three members.
Decisions, advice, or recommendations require majority or consensus agreement of those present.
Where a conflict of interest exists, the affected member must recuse themselves from related discussions or decisions.

9. CONFIDENTIALITY

The Committee must maintain strict confidentiality regarding all matters disclosed to it. Information shared with the Committee will not be disclosed to others without the member's consent, except:

- When required by law; or
- When the issue involves potential harm, criminal activity, or serious breach of Co-op policy that must be reported to the Board.

All Committee records will be stored securely.

10. REPORTING

The Ombudsperson Committee will provide an annual summary report to the membership at the General Members Meeting. This report will highlight general trends or recommendations for improving communication and conflict resolution but will not include any identifying or confidential information.

11. REMUNERATION

Members of the Ombuds Committee serve without remuneration.

12. AUTHORITY AND FINAL JURISDICTION

The Ombuds Committee serves in an advisory and facilitative capacity only.
The Board of Directors retains final jurisdiction in all disputes within the Co-operative, including those involving members, staff, or committees.

13. CODE OF CONDUCT

All Committee members must:

- Conduct themselves with impartiality, fairness, and respect;
- Refrain from expressing personal opinions;
- Avoid any actual or perceived conflict of interest; and
- Uphold the principles of co-operative living and democratic participation.

14. IMPLEMENTATION

This policy replaces the previous Ombudsperson Policy (Policy No. 3.11) and takes effect immediately.

Approved: March 27, 1991
Amended: November 10, 2025

Policy No. 3.12

ON–CALL COMMITTEE

ON CALL COMMITTEE JOB DESCRIPTIONS

1. **Responsibilities**
   a. Provide emergency response capabilities to Hazelburn residents during evenings, weekends and any other pre-arranged periods.
   b. Ensure the security of the building at all times by responding to incidents and
   by inspecting the entire building at least once per shift.
   c. Ensure the functioning of the garbage compacting system operating at all time.
   d. Keeping public sidewalks and loading areas free of ice in the winter.

2. **Meeting our Responsibilities**
   The On-Call Committee meets its responsibilities by training Co-op members to respond to emergency situations, and by meeting regularly to discuss problems relating to its duties.

   It provides around the clock response capabilities when the Co-op staff are off duty.

   Regular weekend inspections of the garbage compacting system are conducted.

   Ice control pellets are spread on sidewalks and roadways as required.

3. **Liaison**
   The committee has occasional need to liaison with the Property Management, Newsletter and Social Committees. The Maintenance Committee would normally learn
   of repair needs from the Co-op co-ordinator or whoever obtains her information from
   the logbook, where maintenance needs are noted by On Call members.

4. **Reporting Relationship**
The On-Call Committee reports to the Board of Directors through a liaison member who has responsibility for the On-Call portfolio.

There are no committees reporting to it.

ON CALL COMMITTEE FEES

1. **Introduction**
Fees are charges levied by the Co-operative to compensate the Co-operative for unnecessary expense or inconvenience incurred as a result of the actions of individual members.

2. **Purpose**
The purpose of the charge is to help prevent the occurrence of similar incidents and offset the Co-operative's costs in rectifying the problem.

3. **Status of Fees**
Fees are a legitimate element of the Co-operatives budget. Fees, when levied, are registered in the Co-operative's accounts and are due when levied. Unpaid fees have the same status as any account in arrears; unpaid housing charges, maintenance fees, etc.

4. **Types of Fees**
Fees are levied for the following reasons:

a) Elevator Jamming:
Jumping in the elevator activates a locking mechanism and freezes the elevator. An expensive service call is required to free the elevator. The following fines apply:

- Cost of actual service call ($25 up) plus an additional $20.00 fee.

b) Unlocking of Common Areas:
A policy and procedure for the use of common areas has been made available to members by the Social Committee. Access to locked common areas can be obtained by following the procedures as described in that leaflet. In addition, all committee chairpersons have been issued keys to the first-floor meeting room. For this reason, a fee of $10.00 will be charged of those who require On Call members to unlock common areas.

c) Other fees
May be established from time to time on the recommendations of the On-Call Committee and with the approval of the Board of Directors.

Approved by the Board of Directors: February 27, 1991

Approved by the General Membership: April 21, 1991

Revised on April 2004 (On-Call does not do lockouts anymore – if this is a concern leave a key with a neighbour)

ON CALL COMMITTEE JOB DESCRIPTIONS

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   The committee has occasional need to liaison with the Property Management, Newsletter and Social Committees. The Maintenance Committee would normally learn
   of repair needs from the Co-op co-ordinator or whoever obtains her information from
   the logbook, where maintenance needs are noted by On Call members.

4. **Reporting Relationship**
   The On-Call Committee reports to the Board of Directors through a liaison member who has responsibility for the On-Call portfolio.

   There are no committees reporting to it.

Policy No. 3.13

PARKING

The Co-op Manager will be responsible for coordinating and supervising parking arrangements and for administrative tasks related to parking in accordance with the policies of the Co-op.

Underground parking

1. **Allocation of Parking Spaces**
   a) Each unit is entitled to one parking space, subject to availability, when required to park a member owned licensed vehicle belonging to that household. Proof of ownership will generally be required
   b) where a member with medically documented special needs requires two adjacent spaces for a special vehicle or to permit access, these will be provided, and the member will pay only the charge normally required for a single space
   c) additional spaces for a member owned licensed vehicle belonging to that household will be allocated as available, on a month to month basis and may be re-allocated as necessary to units requiring a first space
   d) spaces to be used for parking vehicles without current, valid licenses, for snowmobiles, trailers, or other recreational vehicles, or for guests, will be allocated on a month-to-month basis only. These spaces will only be available if there are no licensed member vehicles requiring a parking space
   e) where spaces must be re-allocated to accommodate a request for a first space for a member owned licensed vehicle, spaces will be revoked according to the following order:
      i. spaces described in section 1d) (space for unlicensed vehicle, guest vehicle etc.) will be revoked first
      ii. spaces described in section 1c) (second space for licensed vehicle) will be revoked only after all spaces described in section 1d) have been revoked or if none have been allocated
      iii. spaces will be revoked in the order of the date the space was originally allocated. (ie. The space held the longest will be revoked first)

f) if no parking spaces are available, waiting lists will be kept as follows:
   i. Waiting list for first spaces for member owned licensed vehicles for member households
   ii. Waiting list for additional spaces for member owned licensed vehicles
   iii. Waiting list for unlicensed vehicles, guest vehicles etc.
   iv. For each list, priority will be assigned in the order of the date of the request for the space, with the oldest request receiving top priority

g) when a parking space is revoked, the member may request to return to the waiting list for that type of space and will be placed on the list according to the date of that request

h) members must give the Co-op sixty-five (65) days notice if they no longer require a parking space

i) members wishing to trade parking locations may do so, provided both members are in agreement and the office is notified of the change

j) the Co-op's will provide sixty-five (65) days notice to a unit whose space is being re-allocated.

2. **Parking Charges**

a) The parking charges will be reviewed annually at the time of budget preparation and the Board of Directors will make recommendations for revisions to the members, as necessary

b) Payment for parking charges must be included with monthly housing charges

3. **Use of Parking Space**

a) Members may park vehicles only in the spaces allocated to them

b) parking spaces may not be sublet

c) members and visitors are expected to respect all traffic control signs in the parking areas

d) no mechanical work or automotive repairs other than light repairs or routine maintenance shall be carried out in the parking areas

e) members are expected to observe courtesy towards their neighbours by parking in such a way as not to interfere with the entry or exit of other vehicles or the legitimate use of the parking areas by other members

f) the Co-op will be responsible for the maintenance, repair and regular cleaning of the parking areas. All members, however, are expected to co-operate to keep the parking areas tidy

g) for security reasons, members are required to wait for the garage door to fully close behind them when entering or exiting the garage area.

Visitor Parking

1. **Allocation of Spaces**
    a) Four visitor spaces (V1–V4) are located at the rear of the building.
        - Monday–Thursday: Only one space is available for rent.
        - Friday–Sunday: All four spaces are available for rent.
    b) Visitor spaces may be rented on a first-come, first-served basis.
        i. Each unit may rent only one space at a time (e.g., not all spaces for a single event).
        ii. No unit may rent a space for more than 10 days per month, unless prior approval is received by the Board

2. **Parking Charges**
    a) The parking charges will be reviewed annually at the time of budget preparation and the Board of Directors will make recommendations for revisions to the members, as necessary and
    b) Payment may be made by cheque or added to the unit's monthly housing charge.
    c) Total monthly charges for visitor parking are capped at the regular monthly parking fee (see section 2a).

3. **Use of Visitor Parking**
    a) A sign-up sheet and parking passes are located on the bulletin board beside the office.
        - Fill out the pass and drop the bottom portion through the office door mail slot.
        - Display the top portion on the vehicle dashboard while parked.
        - Reserved time is from 12:00 p.m. on the booking day until 11:59 a.m. the following day.
    b) On-Call volunteers are responsible only for identifying unauthorized vehicles and contacting authorities for towing. They do not grant parking authorization.

Bike Parking

1. **Allocation of Spaces**
    a) Members are entitled to one space subject to availability.
    b) Minors residing in the household are also entitled to a bike parking space, subject to availability
    c) Members may request an additional space, if available, following allocation of first spaces to members and minors.

2. Parking Charges

a) Bike parking fees are reviewed annually during the budget process. Any recommended changes will be brought to the members.
b) Payment for parking charges must be included with monthly housing charges.

3. Use of Bike Spaces

a) Only one bike per space is permitted.
b) Bikes must be parked only in assigned spaces.

Approved by the Board of Directors: January 18, 1987
Approved by the General Membership: March 1, 1987
Approved by the Board of Directors: February 25, 1992
Approved by the General Membership: April 12, 1992
Approved by the Board of Directors: April 7, 1995
Approved by the General Membership: April 23, 1995
Approved by the Board of Directors: March 19, 2008
Approved by the General Membership: April 16, 2008
Amended By Board of Directors: June 18, 2025
Amended By Board of Directors: September 15, 2026

Policy No. 3.15

PETS

INTRODUCTION

This policy governs all pets living in, or visiting, Hazelburn Co-Operative.

ARTICLE 1 – TYPES OF PETS ALLOWED AT HAZELBURN CO-OPERATIVE

The Co-op reserves the right to disallow any pet, or variety of pet, which in the sole and absolute discretion of the Board is deemed to be potentially hazardous to a member or destructive to the property.

1. **General Pet Ownership**

   Members are allowed to keep the following pets in the co-op:

   - a maximum of two (2) cats per unit. Cats must be spayed or neutered.
   - aquarium or caged pets (such as birds, fish and rodents).

   No other types of animals will be permitted in the cooperative.

2. **Exception for Service Animal or Emotional Support Animal**

   The only exception to Article I section 1.01 of this Pet Policy would be any requirement for a member, or guest, needing a Service Animal or Emotional Support Animal (ESA), as per section 4.2 of the Member and Customer Service Policy (Policy 24).

   If a member of the Cooperative requires a Service Animal, or an ESA:

   - The member can request a package from the Office to apply for this exemption to this Pet Policy,
   - The package must be completed, and then submitted to the Office and the Board of Directors for approval.

ARTICLE 2 – RULES OF PET OWNERSHIP

The following rules apply to all pets and pet owners.

1. **Registration with Hazelburn Co-Operative**

   All animals must be registered with the co op. A certificate of vaccination (issued by The Humane Society or a licensed veterinarian) and a statement indicating that the pet has been spayed or neutered, must be filed with the co op when the pet is registered, or within one month of the animal turning 6 months of age. The requirement for spaying or neutering may be waived if the animal is a registered breeding animal. Any litters delivered must be removed within 3 months of birth.

2. **General Rules for Pets and Pet Owners**

   - Pet owners are required to exercise close control of their pet(s) at all times.
   - Consideration must be extended to all residents and staff of Hazelburn at all times.
   - All pets must be contained either by leash or carrier when being transported about the Co-op.
   - Pets are not to be left unattended in the Co-op's common areas and grounds.
   - Pets are not allowed in the laundry room, children's playroom, Rec room, Gym, or on the roof.
   - Pet owners are responsible for notifying the office if there is a problem with staff entering the unit.
   - Pets are not to be left unattended for any length of time that creates a hardship for the pet and/or disturbance for Hazelburn Co-op residents.
   - Pet owners are responsible for having pets vaccinated annually as applicable.
   - Pet owners are responsible for insuring their pets. The insurance must include a clause which indemnifies the Cooperative, its board members, employees, and residents against any liability or damages caused by the pet(s).
   - Pet owners must clean up any mess created by their pets.
   - All disposable litter must be double bagged and properly disposed of in Green Recycling Bin provided, and NOT down any drain or toilet.
   - Pet owners are liable for any damage to the Co-op, and/or the property of another member, staff, or guest, caused by their pets.
   - Pet owners must take measures to reduce any noise that could disturb other members. Including addressing animal behaviour and/or any noise reduction measures that may be required.

ARTICLE 3 – COMPLAINTS

Any member with a complaint about a pet should first approach the owner and try to resolve the problem. If that is unsuccessful follow the Conflict Resolution Policy (Policy 7).

ARTICLE 4 – FAILURE OF A MEMBER TO REMOVE A PET

Failure by a member to remove a pet when directed by the Board is grounds for termination of occupancy rights.

APPENDIX TO POLICY 3.15 – SERVICE / EMOTIONAL SUPPORT ANIMAL QUESTIONNAIRE

Date: _____

Member's Name: _____ Unit: _____

_____

_____

Type of Service Animal or Emotional Support Animal requested: _____

Note: You are not required to disclose your diagnoses, symptoms, or the specialty of the physician treating you.

Please submit a letter from your Physician stating that you have been a diagnosed with a disability and that you require either a Service Animal or Emotional Support Animal (ESA) as an accommodation for your disability. The letter should explain what limitations arise from the disability, and how the accommodation that has been requested relates to accommodating your disability.

Background for your request – what limitations or needs arise from your disability and how can those limitations be accommodated by Hazelburn Cooperative?

_____

_____

_____

If the requested service animal/ ESA is not an approved species as the Hazelburn Co-Operative Pet Policy (Policy 3.15), please explain how the species of animal requested meets your required accommodations, beyond the ability of an approved species?

_____

_____

_____

If there is a conflict involving the service animal/ ESA, what steps will you take to mitigate the problem?

_____

_____

_____

Additional Information
Doctor Name: _____
Phone Number: _____
Animal Breed: _____
Handler: _____
Registration Number: _____

Passed by the Board of Directors on March 21, 2018
Confirmed by the members on April 18, 2018

Policy No. 3.16

PROPERTY MANAGEMENT

Whereas Hazelburn Co-operative can no longer afford to support the current paint policy be it resolved that the Unit Painting Policy be withdrawn.

Whereas Hazelburn Co-operative can no longer afford to support the existing Decorating Policy be it resolved that items one (1) through twelve (12) of Section, "Walls" of the Decorating Policy/Property Management Policy be amended to the attached items one (1) through (12).

DECORATING POLICY

1. **Walls**
   a. Members are required to paint their own units at their own expense if they desire a colour other than that supplied at the time of move in. Enamel paint may only be used in the Kitchen and Bathroom. (Note use of enamel paint discontinued. Latex paint must be used in all other areas. In the event a member paints the wall a dark colour, the member must paint the unit with a neutral prime colour before vacating. Any paint used by the member must be from a list of "Approved Paints" which is available from the Maintenance Committee.

   b. The Co-op will paint at a change in occupancy, if required.

   c. Painting equipment must be supplied by members at their own expense.

   d. Walls must be washed and properly prepared before painting.

   e. Switch and cover plates must be removed, and all non-removable hardware, controls and fixtures masked before painting.

   f. Only previously painted woodwork may be painted.

g. Members are expected to take due care when painting. Drop cloths or similar protective coverings must be used.

h. The Co-op will not contribute to the cost of wallpaper. All wallpaper must be dry-strippable and removed by the member before they vacate, or pay all costs incurred to remove the wallpaper. In the event an incoming member accepts a unit with existing wallpaper and/or paint, they also accept the obligation for removing the wallpaper and/or paint upon vacating the unit. The accompanying Waiver #1 must be signed by the new member in such a case in order to obtain an acknowledgement of their responsibility under this policy.

i. Other wall finishes such as cloth, tiles, mirrors, abnormal paint textures, etc. may only be used if their application will not damage the wall surface. Any damage caused by such an application must be removed by the member(s) before vacating the unit.

j. The use of stucco or textured paint is not allowed.

k. In the event any damage to the walls, ceilings, and fixtures occurs after installing picture-hanging devices, ceiling hangers, etc. the member will be responsible for any financial costs incurred in order to repair the damage upon vacating the unit.

l. If, as a result of deficiencies, re-plastering, taping, etc. it is necessary to paint the walls after initial occupancy, the Co-op will repaint the walls in the original colour. It is advisable that if you are re-painting the walls in a different colour, excess paint should be saved for touch-up work.

Approved by the Board of Directors: April 7, 1994

Approved by the General Membership: April 24, 1994

Policy No. 3.17

SOCIAL COMMITTEE

SOCIAL COMMITTEE OBJECTIVES

1. To plan and provide opportunities where the membership may grow to know its neighbours better, thereby increasing awareness of the welfare of the Co-op.

2. With the help and/or guidance of the office, to co-ordinate the use and maintenance of the Recreation Room.

Policy No. 3.21

PIPEDA (PRIVACY ACT)

PERSONAL INFORMATION PROTECTION OFFICER

The Personal Information Protection and Electronic Documents Act (PIPEDA), which applies to all businesses as of January 1, 2004, requires that the Co-op appoint an individual to act as a Personal Information Protection Officer.

Because there is a significant overlap between the responsibilities of the Ombudsperson and those of the Personal Information Officer, the Board has decided that it would be appropriate to have the Ombudsperson assume the role of Personal Information Protection Officer. The Board presents to the membership the following motions:

1. "Motion to amend the policy regarding the role of the Ombudsperson to include the following description:

    a. Personal information officer (PIP Officer)
    The Ombudsperson of Hazelburn Co-op may act as Personal Information Protection Officer and shall ensure that the Co-op's handling of personal information is in compliance with the Personal Information Protection and Electronic Documents Act and its principles."

2. "Motion to amend the policy regarding the role of the Ombudsperson as follows:

    a. Authority
    The Board of Directors has final jurisdiction in all disputes within the Co-op, whether involving members or staff, with the exception of those disputes concerning the Co-op's compliance with PIPEDA."

3. "Motion to amend the policies of Hazelburn Co-operative Homes to include the following policy:

BACKGROUND:

As of January 1, 2004 The PIPEDA, will govern the manner in which businesses (including co-operatives) gather, use, and disclose personal information. The Act sets forth a number of principles about personal information gathering which businesses are expected to follow. It also states that each organization must appoint an individual to act as a Personal Information Protection Officer (PIP Officer).

1. Responsibilities of the Personal Information Officer (PIP Officer)

    (a) reviewing the co-op's policies and practices for handling of personal information;
    (b) making recommendations to help the co-op follow the Act;
    (c) providing information to members and the public about how the co-op protects personal information;
    (d) handling complaints.

2. The PIP Officer is expected to perform his or her responsibilities under the PIPEDA independent of the Board of Directors or management of Hazelburn Co-operative.

3. The Ombudsperson of Hazelburn Co-operative may act as PIP Officer.

4. In the event that the Ombudsperson is unable to fulfill the duties of office, or if no Ombudsperson is chosen by the membership of Hazelburn Co-op, the Board of Directors shall designate a Board member or other qualified person to fulfill the role of PIP Officer until such time as an Ombudsperson is chosen."

PERSONAL INFORMATION PROTECTION POLICY

1. The Personal Information Protection Officer will ensure that the co-op follows the Personal Information Protection and Electronic Documents Act (PIPEDA) and its principles. The Officer will receive and follow-up on any inquiries or complaints about how the co-op collects, uses, and discloses personal information.

2. The co-op shall collect only the personal information that it requires to ensure sound management of the co-op and to fulfill its obligations to its members and to the government.

3. Except under specific circumstances outlined in the PIPEDA, the co-op shall only gather, use and share personal information with the agreement of the individual concerned. The co-op will explain to the individual why the information is

needed. If the co-op intends to use personal information for a purpose other than the one originally identified, the co-op will obtain the agreement of the individual concerned.

4. The co-op will store personal information securely to prevent unauthorized use. The co-op will destroy personal information when the co-op no longer needs it.

5. Individuals will, on request, have access to any personal information about themselves that the co-op holds. The co-op will correct any errors in personal information that the individual brings to its attention.

APPROVED BY THE GENERAL MEMBERSHIP - October 28, 2003

Policy No. 3.22

BBQ

1. The Gas BBQ is for the exclusive use of adult (over 18 years) members of Hazelburn Co-op.

2. The BBQ is not for use for private parties.

3. Committees of the co-op may use the BBQ for a committee function.

4. Use of the BBQ is on a first come, first serve basis, and maximum time limit is 30 minutes at a time. Members must share time and use of the BBQ.

5. Only the Gas BBQ can be used on the rooftop. Electric, propane and Charcoal BBQs are banned.

6. Members will sign out a key for the padlock for the Gas BBQ with the office. The charge for lost keys is $25.00.

7. Members will pay a BBQ user fee of $25.00 per year or part thereof. The fee will be due July 1st, each year. Members must notify the office in writing prior to April 25th if they intend to cancel their annual BBQ user fee. Members who have cancelled, must return their key to the office prior to July 1st or they will automatically be charged for the next year's annual BBQ user fee.

8. Members will sign the waiver below acknowledging the rules of use when they sign out the key.

9. Members agree to clean (with the wire brush), and re-lock the BBQ after each use and to abide by the co-op's rules for use of the roof and BBQ. Members will report any concerns re use of the BBQ to the office. Members will not leave the BBQ unattended while lit.

10. The social committee agrees to complete a BBQ check once a week to ensure proper usage and cleanliness of BBQ.

11. If you are found to be abusing the BBQ or roof rules, you will be prohibited from using it further.

Approved by Membership: April 14, 2009

I/We agree to the above:

Member/s: _____

Witness: _____

Date: _____Unit # _____

Policy No. 3.23

ROOFTOP

ROOFTOP USE

1. No member or guest shall go beyond the fenced area.

2. Children 16 and under must be supervised at all times while on the rooftop.

3. Smoking is allowed only in the designated smoking area. The designated smoking area is located on the west side of the rooftop.

4. Glass containers or products are not permitted on the rooftop.

5. Members are responsible for their guest(s) and are required to stay with their guest(s) at all times.

6. Members and guest(s) must use designated butt stops to dispose of cigarette butts.

7. For safety reasons, no candles or lanterns are permitted on the rooftop.

8. No one, adult or child, is permitted to walk in or on the gardens as it may damage the vegetation.

9. Athletic equipment is not permitted anywhere on the roof (i.e. ball playing, rollerblades, skateboards).

10. Members are required to clean up after themselves; ensuring garbage is disposed of in the designated containers. Only dry non-organic garbage and recyclables are to be disposed of on the rooftop containers. Organic waste must be taken down to members' personal garbage or taken to the ground floor organic waste bin to avoid infestation.

11. The rooftop is for all members to enjoy equally and therefore private parties are not permitted in this area. However, the rooftop may be reserved for co-op sponsored events approved by the Board of Directors.

12. Only the current gas barbeque may be used on the roof and only by members who have registered to use it. No other fuel sources are allowed.

13. The rooftop is not maintained during winter months. Ice and snow accumulate in the winter months. Therefore, members using the rooftop during this time do so at their own risk.

14. The rooftop is an outdoor space within Hazelburn Co-op for everyone to enjoy. Members must share this space and must be respectful of each other when sharing this space.

Approved by the Board of Directors: July 27th, 2011

Board Signature: _____

Policy No. 3.24

A.O.D.A./ MEMBER AND CUSTOMER SERVICE

ARTICLE 1 – POLICY STATEMENT

Hazelburn Co-operative Homes of Toronto, (the "co-op"), is committed to providing quality services that are accessible to all, and to communicating with all persons with disabilities in a way that takes into account their disabilities.

In so doing, the co-op strives at all times to provide services in a way that respects the principles of:

- independence – allowing people with disabilities to do things on their own without unnecessary help or interference from others
- dignity – providing services in a way that allows people with disabilities to maintain self-respect and the respect of others
- integration – allowing people with disabilities to benefit from the same services, in the same place, and in the same or similar ways as others
- equality of opportunity – offering people with disabilities an equal opportunity to benefit from the co-op's services and co-op life.

ARTICLE 2 – PURPOSE OF POLICY

The purpose of this policy is to describe how the co-op provides services to people with disabilities and to ensure these services are provided in accordance with the Accessibility for Ontarians with Disabilities Act, 2005, S.O. 2005, c.11 and the Accessibility Standards for Customer Service, Ontario Regulation 429/07 (collectively the "AODA").

ARTICLE 3 – DEFINITIONS

1. **Assistive device**
   A tool, technology or other mechanism that helps a person with a disability do everyday tasks such as moving, communicating or lifting. Assistive devices may

include, but are not limited to, wheelchairs, lifts, reading machines, recording machines, amplifiers, TTY services, oxygen tanks, communication boards, and/or white canes.

2. **Disability**

As defined by the AODA and Ontario Human Rights Code:

a. any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;

b. a condition of mental impairment or a developmental disability;

c. a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;

d. a mental disorder; and/or

e. an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

3. **Service Animal**

An animal is a service animal for a person with a disability:

a. if it is a guide dog as defined in the Blind Persons' Rights Act, R.S.O. 1990, c. B.7;

b. if it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or

c. if the person provides a letter from a physician or nurse confirming that the person requires the animal for reasons relating to the disability.

4. **Support Person**
A person who accompanies a person with a disability to assist with communication, mobility, personal care, medical needs or access to goods and services.

ARTICLE 4 – POLICIES

1. **Assistive Devices**
   a. The co-op is committed to serving people with disabilities who use assistive devices to access the co-op's services.

   b. A person with a disability may use his or her own assistive device to access the co-op's services, unless this device poses a risk to the health and safety of the person with a disability or to others.

   c. If a person with a disability cannot use his or her assistive device because of health and/or safety risks, the co-op will take reasonable measures to assist this person to access the co-op's services.

   d. The co-op will ensure that its staff is trained and familiar with various assistive devices that may be used by persons with disabilities while accessing the co-op's goods or services.

   e. The co-op will also ensure that staff knows how to use assistive devices available on its premises for use by members and/or the public.

2. **Service Animals**
   a. The co-op acknowledges the vital relationship between a person with a disability and his or her service animal. Service animals are allowed to accompany people with disabilities on all parts of the co-op's premises that are open to the public or other third parties, except where food is prepared, utility rooms, or as otherwise excluded by law.

   b. The co-op will ensure that all staff, volunteers and others dealing with the public are properly trained in how to interact with people with disabilities who are accompanied by service animals.

   c. The person accompanied by the service animal will keep the animal with him or her at all times, and will be responsible for the service animal's care, supervision and control while on the co-op's premises.

d. Where another person's health and safety could be adversely affected by the presence of a service animal, the co-op will fully analyze all options for safely allowing the service animal onto the premises. In so doing, the co-op will consult with the person with the disability, and with the adversely affected person, to find a solution that meets the needs of both individuals.

e. If the service animal is excluded by law or cannot otherwise enter the co-op's premises because of the health and safety risks to another person, the co-op shall ensure that other measures are available to enable the person with a disability to access the co-op's services.

3. **Support Persons**

a. The co-op welcomes people with disabilities who are accompanied by a support person. Any person with a disability who is accompanied by a support person will be allowed to enter the co-op's premises with his or her support person. At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on the co-op's premises.

b. If the co-op needs to discuss confidential information with a person accompanied by a support person, the person with a disability will be asked if he or she wishes the support person to be present and, if so, to sign a consent form authorizing the co-op to disclose confidential information in the presence of the support person. In addition, the support person will be asked to sign a confidentiality agreement to keep the confidential information disclosed by the co-op in strict confidence.

c. If the co-op charges an admission fee for an event or service, it shall post a notice in advance stating the amount, if any, payable by support persons accompanying a person with a disability.

d. The co-op may require a person with a disability to be accompanied by a support person when on the co-op's premises. This would occur only if, upon consultation with the person with the disability, it was the only way to allow the person on the premises and, at the same time, fulfill the co-op's obligations to protect the health or safety of the person with a disability and of others on the premises.

4. **Communication and Information**

a. The co-op will communicate with people with disabilities in ways that take into account their disability.

b. The co-op will train staff who communicate with members, applicants, and/or the public on how to interact and communicate with people with various types of disabilities.

c. The co-op will use plain language in its written materials.

d. The co-op will provide information in alternate forms upon request. This may include, but is not limited to, telephoning members to convey information normally provided in written notices, providing a large-print version of documents, and one-on-one meetings with members to review important information.

e. Upon request, the co-op will work with members with disabilities to ensure their full participation at board, members' and committee meetings.

5. **Notice of Service Disruptions**

a. The co-op will notify the public of a disruption in facilities or services usually used by people with disabilities to access the co-op's premises or services. The notice will include the reason for the disruption, its duration, and the alternative services available (if any).

b. The type of notice will depend on the circumstances. The notice may be given by posting a written notice in common areas (e.g. beside an elevator that is out of order, or an entrance way that is closed for repairs), by email, by posting a notice on the co-op's website (if any), or by a telephone call to members expected to be particularly affected by the disruption.

c. The co-op will give advance notice of scheduled disruptions. If the disruption is unexpected, notice will be provided as soon as possible.

6. **Feedback**

a. The co-op is committed to maintaining and improving access to its goods and services by people with disabilities, including members, applicants, and the public. Comments regarding the manner in which the co-op provides goods or service to persons with disabilities are welcome and appreciated.

b. Feedback regarding the way the co-op provides goods and services to people with disabilities can be made in person, by telephone, in writing, by email, by diskette, online, or by any other method.

c. The feedback process will be posted in the co-op's office, in the member handbook and on the co-op's website (if any).

d. If the person requests a response to the feedback, the Co-op Manager or her designate will contact him or her within three [3] business days to discuss next steps.

e. Feedback will be used to improve the way the co-op provides goods and services to people with disabilities as appropriate. The co-op will seek the consent of the person giving the feedback before bringing a suggestion or complaint to the board, a committee, or any other person.

7. **Training**

a. Everyone who interacts with members or the public or other third parties on behalf of the co-op, whether they are paid or unpaid, will receive training on customer service requirements.

b. All third-party contractors who deal with members of the public on the co-op's behalf shall, upon request and as appropriate, demonstrate that their employees, agents, and/or subcontractors have received training on customer service requirements.

c. All training for employees, members and contractors will meet the requirements of the AODA. Training will include the following:

i. the purposes of the AODA and the requirements of the customer service standard;
ii. how to interact and communicate with people with various types of disabilities;
iii. how to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person;
iv. how to use the assistive devices available on the co-op's premises or otherwise that may help with the provision of goods or services to people with disabilities;

v. what to do if a person with a disability is having difficulty in accessing the co-op's goods and services; and
vi. the co-op's policies, practices and procedures relating to the customer service standard.

d. Training may be provided through workshops, on-line training, written guides or any other method agreed upon by the board.

e. The co-op will ensure that new employees receive training within [one] month of the commencement of their employment, and that board or committee members receive training within [three] months of the commencement of their appointment. The co-op will also provide training on changes to the AODA and/or the co-op's policies or practices.

f. The co-op will maintain records of each training recipient, the training provided, and the date the training was completed.

CERTIFIED to be a true copy of a Policy passed by the board of directors at a meeting held on the 25 day of January 2012

_____ c/s
Secretary

Approved by the general membership at the general meeting April 18, 2012

Policy No. 3.25

BANNING WASHERS, DRYERS, AND DISHWASHERS

Over the past year, Hazelburn has been experiencing serious problems with water back-up in various units, that has resulted in both inconvenience to many members, as well potential clogging problems. Our plumbers, Brady and Seidner, have attributed the problems to the use of portable washers, dishwashers, and dryers. Enerplan Consultants have also strongly recommended that Hazelburn prohibit the use of such machines because our plumbing is simply not equipped to handle the extra volume these machines create. The Board investigated the possibility of installing special valves which would ensure water flow in one direction, but these back-flow switches do not come with a guarantee that they will fix the problem. Furthermore, the Board felt they were prohibitive on the basis of cost of purchasing and installing the switches.

While the Board is aware that prohibition of the use of such machines will be very inconvenient for some members, the potential cost and damage could be extensive. Therefore, the Board of Directors approved the following motion for Membership ratification:

> "Motion that the use of all portable washers, dryers, and dish washing units be banned immediately."

Approved by the Board of Directors: March 27, 1991

Approved by the General Membership: April 21, 1991

Policy No. 3.26

PEST CONTROL

1. It is the Co-ops responsibility to maintain the unit, so that it is fit for habitation and complies with health standards.

2. It is the members responsibility to keep it this way.

3. Members are responsible for co-operating with the Co-op in their effort to control bed bugs/cockroaches and other pests.

4. If a member suspects they have bed bugs, cockroaches, mice or other pests it must be **immediately** reported to the Building Manager.

5. If reporting after hours, members should leave the Building Manager a note or voice message so they can follow up with the member. The Building Manager will contact the member on the first business day after a message has been left, and where necessary, contact the Pest Control company.

6. A member can be evicted if a member seriously and unreasonably interferes with the Co-op's efforts to deal with bed bugs/cockroaches, subject to the By-Laws of the Co-op.

7. The Co-op will pay for a unit's Bed Bug/cockroach treatment.

8. If a member is found to need multiple treatments due to them bringing bed bugs with them into the unit from the same source (eg. from relatives or when traveling) the member may be held responsible for payment of the treatment.

9. Prior to treatment, a pre-inspection of the unit must be done to confirm that bed bugs are present in the unit.

10. If bed bugs are found in the unit, the member(s) will comply with the recommended treatment. If the member(s) do not comply with the unit preparation or treatment, the Co-op will proceed with treating the unit.

11. Members must not attempt to treat their unit on their own. The Co-op has a contract with a certified Pest Control Company and will exercise its' right to use this contractor in order to protect the safety of the Co-op's residents and other units

12. If a member does not disclose pests or has sought treatment without disclosure, they may be held responsible if infestation spreads and may be responsible for any associated costs.

13. If bed bugs are found in a unit, adjacent units will be notified and inspected to determine the extent of the infestation.

14. All units adjacent to the infested units may be treated as required. This is essential to prevent infestations from spreading to other households.

15. The member is accountable for the preparation of the unit and it must be prepared according to the instructions provided by the Co-op, prior to the Pest Control Company entering the unit.

16. The member is responsible for any costs associated with preparation of the unit for treatment.

17. If a member's unit is not properly prepared for the appointment made with the Pest Control Company, the cost of the treatment will be charged to the member

18. The entire unit must be treated. Partial treatments are ineffective and risk the chance of re-infestation. If the Pest Control Company has to return because the member refused to allow the entire unit to be treated, the cost will be charged to the member.

19. All occupants including pets, must leave the unit and not enter for at least 5 hours after the unit has been treated.

20. The member is responsible for any costs associated with the provision of care for their pets.

21. Members who are pregnant, have allergies or asthma are advised to take all necessary precautions

22. Any bed bug infested furniture that is being disposed of must be taken apart, defaced or damaged and sealed in plastic before moving through common spaces to garbage disposal area. Members should contact the Building Manager who will assist with supplies wherever possible.

23. Mattresses being disposed of must be slashed or otherwise damaged to ensure it is not usable and sealed in plastic before moving through common spaces to garbage disposal area.

24. Members are not permitted to use the Laundry room once their unit has been identified as being infested.

25. To ensure prevention of further infestation, Member's key fob will be de-activated for the Laundry room until their unit has been treated, re-inspected and given the all clear by the Pest Control Company.

26. Members are not permitted to use the Playroom, Stella Room and/or Recreation rooms once their unit has been identified as being infested.

27. Members who have keys to the Playroom, Stella Room and/or Recreation room will need to return their key to the Office until their unit has been treated, re-inspected and given the all clear by the Pest Control Company.

28. Members will regain access to the Playroom, Stella room and/or Recreation room, once their unit has been treated, re-inspected and given the all clear by the Pest Control Company.

29. If there is a suspicion that a member may have been exposed to bed bugs while travelling, the member should contact the Building Manager for advice. Luggage should be inspected and kept isolated from the bedrooms (such as in a storage area that can be easily treated) The luggage should be stored in plastic bags. All clothing should be hot washed at an off site Laundry facility, and dried for a minimum of 30 minutes at high heat.

30. A minimum of one follow up service will be done 2-3 weeks after initial services. This will consist of an inspection, spot treatment and if necessary, a full treatment.

31. The member will have to prepare the unit again (see treatment preparation sheet) if a re-treatment is required.

32. The member is responsible for finding a place to stay, for the 5 hours following the re-treatment.

33. The member is responsible for relocating their pets for the 5 hours following the re-treatment and for any costs associated with this.

HEALTH AND SAFETY FOR STAFF

Personal Protective Equipment should be available to staff prior to inspection of unit suspected of bed bug infestation. This includes access to Disposable coveralls, disposable gloves and disposable boot covers, dust masks, Ziploc bags for holding disposable items after leaving unit and durable plastic garbage bags.

1. Staffs need to be aware of how to conduct one's self in an infested unit – staff should avoid leaning or sitting on the beds, take the minimum amount of equipment into the unit and avoid placing items on the beds etc.

2. Staff should inspect their personal items upon completion of a unit inspection.

3. The Co-op will compensate staff that develop bed bug infestations at home that may have come from their exposure to them from their work in the Co-op.

On Motion Duly made, seconded and carried the General Members of Hazelburn Co-op adopted the policy regarding Pest control at the Annual General meeting

Approved by Board of Directors: March 18, 2015

Approved by Membership: April 15, 2015

Board Signature: _____

Policy No. 3.27

SOCIAL MEDIA

DEFINITIONS

For the purposes of this policy, **social media** means any facility for online publication and commentary, including without limitation the members-only area of Hazelburn's website, as well as blogs, wikis, and social networking sites such as Facebook, LinkedIn, Twitter, Flickr, and YouTube.

PURPOSE OF THE POLICY

The purpose of this policy is to encourage appropriate use of social media. It governs the publication of and commentary on social media by members and staff of Hazelburn Co-Operative (Hazelburn), both use of authorized, official social media accounts or groups affiliated with Hazelburn Co-operative; and personal social media accounts or groups wherein members or staff identify themselves as members or staff of Hazelburn. This policy is in addition to and complements any existing or future policies regarding the use of technology, computers, e-mail and the internet.

MEMBERS-ONLY AREA OF HAZEBURN.ORG

Hazelburn Coop's website is comprised of two area: a public-facing area and the private, members-only area that requires a login and password for access. While the public facing area is designed to provide general information about the coop to prospective members, the members-only area is designed to provide members with a safe place to access and share pertinent information about the coop and its activities, as well as interact with the office and each other about coop business.

1. All members of the coop in good standing are eligible to register for and participate in the members-only area of the website.

2. The members-only area is virtual manifestation of our community. Our conduct here should mirror our conduct in the physical world, where members interact with each other respectfully and do not divulge private or confidential information. (See **Best Practices for Social Media Use**)

3. The Board of Directors and each committee have dedicated spaces to conduct their business.

4. Committee members are free to post information pertinent to committee business.

5. Members' contributions to committee pages and other areas may be reviewed by a moderator prior to being publicly posted.

6. Structural changes to the members-only area of the website must be approved by the Board of Directors or their designates.

7. Once members leave the coop, they relinquish the right to access the members-only area.

8. No images, posts nor content from the closed Hazelburn members'-only area shall be shared outside the members'-only area.

Approved by Board of Directors September 16, 2015
Approved by Members October 21, 2015

Policy No. 3.28

WASTE MANAGEMENT

That the membership formalizes the rules that are posted on the chute doors now:

The Hazelburn membership hereby adopts formally the waste management rules that are currently posted on the disposal chute room doors. These rules have been posted and become common, though not universal, practice for the past couple of years.

The Hazelburn Waste Management Disposal System would mean that Hazelburn members and their guests would:

- Only put small landfill waste packets into the chute;
- Put NO RECYCLABLES of any kind into chutes. There are BLUE BINS at the back of the building and designated collection areas and times for other items including Household Hazardous Waste, batteries, light bulbs, electronics, ink cartridges (and others to follow)
- Put all food, garden, kitchen scraps, kitty litter, disposable diapers into the GREEN BIN at the rear of the building.

Hazelburn is charged only for waste sent to landfill. Therefore, diverting as much waste from costly landfill destined waste stream to recycling and green waste streams directly effects our bottom line.

Approved by membership October 21, 2015

Policy No. 3.29

MAINTENANCE

INTRODUCTION

The Co-op acts with due diligence in addressing its priorities pertaining to infrastructure and related services. It is responsible for maintenance activities required to be conducted on its building's architectural, structural, mechanical, plumbing, and electrical systems; and to ensure that it abides by the appropriate building, health and safety codes, as well as applicable standards. As part of planning for ongoing maintenance activities, problems that arise from the unplanned breakdowns that occur with building systems components must also be addressed. Essentially, the Co-op's focus is to maintain, enhance, and improve the appearance of its buildings to maintain viable marketability.

Preventative maintenance will be a strong focus of the Maintenance Policy. This document will clearly establish the responsibilities of the Co-op, Staff, Property Management Committee, the Board, and the individual members for the maintenance, repair, and improvement of Co-op property

ARTICLE I – RESPONSIBILITIES

The co-operative is responsible for the interior and exterior upkeep of the building. Members are responsible for the upkeep of their own individual units, within their respective skill sets and abilities. The Co-operative's job is to oversee and direct repairs by utilizing staff, participation of members, and when necessary, contract an external source to do the work. It is an expectation that all members notify the Co-op if they are aware of any problems in their own unit or have knowledge regarding maintenance issues anywhere else in the co-operative complex, where such problems may cause deterioration if not corrected. Damages to a unit caused by either carelessness or negligence, whether by the member or their guest(s), remain the financial responsibility of the member. The Co-op will repair/replace all items that are the co-op's responsibility. Repairs will be prioritized by urgency.

1. **Co-op and Staff Responsibilities**

The staff act on behalf of the Co-op and at the direction of the Board. They will be responsible the maintenance and repair duties. The Co-op will:

- Receive work orders from members, staff, and the Property Management Committee, and then complete the work in a reasonable and timely fashion.
- Maintain and service all mechanical and electrical systems, appliances, and equipment owned by the Co-op.
- Conduct regular maintenance, including periodic redecoration of common spaces.
- Perform regular testing of all hard-wired smoke detectors, or other smoke detection devices, and fire equipment installed in the Co-op.
- Conduct regular inspections and maintenance of exterior common areas including outside drains, walls, roofs, paving, concrete, fences, etc.
- Replace all broken windows and torn screens
- Perform minor repairs in units where a member is unable to perform the work.
- Manage all major renovations
- Manage purchasing, renting, monitoring use of, and performing maintenance on equipment.
- Act in the best interest of the Co-op in managing all contracts and contractors.
- Develop, maintain and monitor the annual Maintenance budget as well as project budgets.
- Establish and monitor the Co-op's maintenance program.
- Establish and monitor routine maintenance procedures.
- Establish and monitor the Emergency Maintenance Procedure, and the Fire Safety Plan
- Submit ongoing reports to the Board on the status of maintenance related items.
- Present Bi-annual reports to the General Membership on overall status of maintenance and projects.
- Schedule, organize, and supervise "work parties" for special projects.
- Conduct Move Out Inspections.

2. **Property Management Committee Responsibilities**

The Co-operative has a Property Management Committee to assist in carrying out the co-ops maintenance responsibilities. If the Committee does not fulfill its

mandate, the Board of Directors may assume and/ or reassign some or all of its duties. The committee will:

- Conduct unit inspections.
- Complete the Unit Inspection Form for each unit.
- Create and submit Work Order documents to address any issues, and/or repairs.

3. **Member Responsibilities**

Members are responsible for the upkeep of their unit. The member is also responsible for the cost of replacement or repairs to Co-op property, caused by the member, their occupants, or guests, through negligence or abuse. Their general duties will include:

- General cleaning and vacuuming (including windows, appliances, floors, walls and bathrooms).
- Routine outdoor work for townhouse units (including grass cutting, weeding and snow shoveling)
- Reporting items requiring repair by promptly submitting a work order request form to the office.
- Reporting any pest problems immediately as per the Pest Control Policy.

ARTICLE II – UNIT AND COMMON AREA INSPECTIONS

1. **Annual Inspections**

All units and common areas are to be fully inspected each year to identify any items in need of repair, or replacement, as per the Policy Regarding Annual Inspections.

2. **Additional Inspections**

Any member requiring more frequent inspections, other than annually, due to conditions laid out in the Unit Inspection Form, or if a hazard to the building has been identified within the unit, will be managed as follows:

- A notice will be issued for the necessity of more frequent inspections as determined by staff, or the Board.
- Staff may conduct inspections as required depending on unit condition.
- Staff will provide feedback to member as to areas of unit needing attention.

3. **Move-out Inspections**
Where possible, a move-out inspection will be conducted prior to the member moving out, to determine any damage to the unit, as per the Move-out Inspection Policy. A final inspection will take place immediately after move out to determine if charges have to be applied.

ARTICLE III – UNIT MAINTENANCE

In addition to regular cleaning, upkeep and repairs of a unit the following items in the unit require regular maintenance and repair.

1. **Walls**
The unit's walls must be maintained as per the Unit Decorating Policy.

2. **Plumbing and Fixtures**
The member is responsible to report water leakage from any and all plumbing fixtures immediately. Plumbing fixtures shall not be replaced by the member as only Co-op standard plumbing fixtures will be maintained by the Co-op. A member must consult the office before making any alterations.

3. **Bathtub and Tile**
The member is responsible to ensure tub, tile and the grout remain free of any dirt, water marking, or mould. Regular cleaning is required to ensure the integrity of these components. Any caulking or grout deterioration must be reported to the office immediately. Non-abrasive cleaners must be used on the tub and tile.

4. **Electrical Fixtures**
Members cannot change any electrical fixtures, switches, receptacles without prior approval from the Co-op. All electrical work must be performed by a certified electrician. All Co-op standard fixtures must be stored by the member and reinstalled by a certified electrician prior to moving out. The member will be charged for all costs, should the work not be completed as stated in this policy.

5. **Floors**
Members are expected, on a regular basis, to clean and maintain hardwood, vinyl tile, and ceramic floors. Hardwood floors will be finished with a finish approved by the staff or the Board. The Co-op will renew the finish on the hardwood floors as required. Any carpet installed by a member must be installed so as not to cause permanent damage. Rubber-backed carpeting and area rugs must have underlay and not be secured with any tacks or nails. Members may not install peel and stick tiles in units.

6. **Appliances**

Co-op owned appliances and their accessories may not be removed, or moved from one unit to another, or replaced, without prior written permission from the Co-op. The Co-op is responsible for maintaining Co-op owned appliances and their accessories in working order and replacing them as necessary.
Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, in accordance with the recommendation(s) of the manufacturer. Damage to any appliance which is caused by the failure of a member to carry out these responsibilities, or otherwise caused by the member's neglect or abuse, will be repaired by the Co-op at the member's expense.

7. **Cabinets and Counters**

Kitchen and Bathroom cabinets and counters should be cleaned with a nonabrasive cleaner. Members will not drill holes in the cabinets or counters. The member may not paint, or otherwise alter the Cabinets, or Counters. All necessary repairs or additions like safety locks, to cabinets or counters will be conducted by the co-op.

8. **Windows and Screens**

The Co-op is responsible for the replacement of all broken windows, and torn or defective screens. Members are not allowed to drill holes in the in the frames of the windows.
Child safety locks are on all windows in the co-op. These locks are required by law and must not be removed.
Exterior window washing will be contracted and managed by the Co-op. The member is responsible for interior washing of the windows and frames.

9. **Air Conditioners**

Members may install portable air conditioners only.
Effective October 19, 2016 no new window units will be allowed. Members with window units installed prior to October 2016 may keep their window units until they need to be replaced, at which time it must replace them with a portable unit or replace the original window.
Portable air conditioners must be installed with no damage to the windows.

10. **Upgrading**

All upgrades and changes to a members unit are governed by the Policy Regarding Alterations And Improvements.

ARTICLE IV – CO-OP COMMON PROPERTY

The Co-op is responsible for the upkeep and appearance of the building (i.e.; painting, roofing). The Co-op will look after improvements to driveways, steps, and walkways. It is also in charge of snow removal, fencing, and sewage, etc.
All members are encouraged to keep the building's common areas litter free by cleaning after oneself, as well as picking up litter left by others.

1. **Building Entrances**
   Along with the contracted snow removal company, the On-Call Committee members and staff will apply salt to front entrance walkways, and back parking area in freezing temperatures.

2. **Common Landscaping**
   The Co-op is responsible for maintaining the grounds.
   The Gardening Committee is responsible for spring planting and maintenance of the gardens.

3. **Common Areas**
   All Common areas are to be regularly cleaned by the cleaner, or other designated staff person, contractor or member. There will be periodic redecorating or repairs by the Co-op.
   Members are required to clean up after themselves in all common areas, as well as report any spills, or damage, to the office, or to the On-Call Committee if after Office Hours.
   Members shall not paint, remove flooring, hang pictures, remove the Co-op's furniture, or change any fixtures in common areas.
   All waste management receptacles and the chute, along with their maintenance, are governed by the Hazelburn Co-op Waste Management Policy.

4. **Mechanical Systems**
   Mechanical and electrical systems in the Co-op are the responsibility of the Co-op.

5. **Phone and Cable**
   The Enter phone system is the joint responsibility of the member and the Co-op to maintain.
   It is the member's responsibility to ensure that the enter phone is in working order after an outside cable or telephone technician has completed work on member's private cable or telephone service. If changes have been made to member's

phone system and the enter phone stops working in their unit, the member will be charged for repair.

6. **Tools**

Maintenance staff tools are not be lent to members. There is a basic emergency toolbox in the custodial closet on the ground floor for the On-Call Committee members, or Board members, to use in case of emergency repairs to Co-op.

7. **Keys and Locks**

The Co-op will maintain, and repair or replace when needed, all locks on entrance doors to the building and individual units. Members may not alter the locking system of their unit. All maintenance and repair of this system is governed by the Key And Access Policy.

8. **Laundry**

Any machine that is malfunctioning should be reported to the laundry machine service company as per the instructions posted in the Laundry Room. Members should also inform the Co-op office, or if after office hours inform the On-Call Committee, of any malfunctions.

Passed by the Board of Directors on September 13, 2017

Confirmed by the members on October 18, 2017

Policy No. 3.30

CHILDCARE FOR MEMBERS AND STAFF

As per the Child Care and Early Years Act (CCEYA) effective August 31, 2015, childcare costs may be reimbursed by the Co-op if a member meets the following criteria:

- if your child is under 13 years old
- if your child is up to 18 years old and has special needs

The Co-op will reimburse childcare costs incurred by members and/or employees under the following conditions:

1. If a member wishes to attend a Co-op sponsored meeting (e.g. Committee and General Members' meetings) and has no alterative available childcare. The Board may reserve the right to provide childcare for larger meetings such as General Members' meetings.
2. Members must contact the office in advance to make a request for reimbursement.
3. In cases where, staff are required to work evenings/attend evening meetings.

PAYMENT AMOUNTS

Payment amounts will not be less than minimum wage paid in Ontario. The guidelines are as follows:

- 1-2 children - minimum wage plus 40% /per hour
- 3 children plus - minimum wage plus 80% per hour

From time-to-time, the Board will review payment amounts to ensure they continue to be appropriate.

Approved by the Board of Directors on: April 19, 2017

Policy No. 3.31

E-BIKE / E-SCOOTER CHARGING

Prohibited Charging Locations:
Due to the potential fire risks associated with lithium-ion batteries, charging e-bikes, e-scooters, or similar electric mobility devices is strictly prohibited in all indoor and outdoor common areas of the co-op. This includes, but is not limited to:

- Hallways
- Lobbies
- Laundry rooms
- Stairwells
- Parking garages
- Rec Room
- Storage rooms
- Any shared outlets in public/common spaces

Permitted Charging Locations:
Residents may only charge e-bikes and e-scooters inside their own units using outlets in good working condition and only with equipment that meets current safety standards. Devices must not be left charging unattended overnight or while the unit is unoccupied.

Insurance Requirement:
Members are responsible for ensuring that their personal insurance coverage (e.g., tenant or contents insurance) adequately covers the use and charging of e-bikes, e-scooters, or similar devices within their unit. The co-op will not be held liable for damages or loss.

Safety Guidelines:

1. Only use manufacturer-approved chargers and batteries that are ESA-approved (Electrical Safety Authority) for use in Ontario.
2. Do not charge devices near flammable materials.
3. Do not use damaged batteries or chargers.
4. Do not modify or tamper with the electrical system of the device.

Review:
This policy will be reviewed annually or as needed in response to changes in safety recommendations or member concerns.

Approved by the Board of Directors: June 18, 2025

Policy No. 3.32

EXTERIOR FLAGPOLE

Purpose
This policy outlines the rules and responsibilities related to the display of the Canadian flag on Hazelburn Co-op's exterior flagpole. It ensures the flag is flown with dignity and in accordance with the Government of Canada's flag protocol.

1. Authorized Flag
Only the Canadian national flag shall be flown on the exterior flagpole located on Co-op property. No other flags, symbols, banners, or pennants are permitted on this flagpole at any time.

2. Display Standards
The Canadian flag must be:

- Clean, untorn, and in good condition at all times
- Properly attached and flown upright, free from obstruction or tangling

3. Review Cycle
This policy will be reviewed as needed to ensure it remains consistent with current national flag guidelines and Co-op practices.

Approved by the Board of Directors: July 16, 2025