

FORESTWOOD CO-OPERATIVE HOMES INC.

BY-LAW NUMBER IV

OCCUPANCY BY-LAW

RECORD OF ENACTMENT BY THE CO-OPERATIVE

The Co-operative owns and operates housing on a non-profit, Co-operative basis primarily for occupancy by its members.

The rights and obligations of membership and occupancy are defined by this By-law including all Schedules and Appendices.

This By-Law replaces the previous By-law Number IV passed on August , 2006, which is hereby revoked.

This By-Law was passed by the Board of Directors of the Forestwood Co-operative Homes Inc on the 11th day of February, 2003.

This By-Law was confirmed by at least two-thirds of the votes cast by the General Members of Forestwood Co-operative Homes Inc at the meeting called for that purpose on the 18th day of March, 2003.

Caroline – Ann Sullivan
Authorized Signing Officer

Rada Loncarevic
Authorized Signing Officer

This By-law was passed by the Board of Directors of Forestwood Co-operative Homes Inc on the 14th day of October 2009.

This By-Law was confirmed by at least two-thirds of the votes cast by the General Members of the Forestwood Co-operative Homes Inc at the meeting on 28th day of October, 2009

This By-law was passed by the Board of Directors of Forestwood Co-operative Homes Inc. on the 12th day of March, 2010.

This By-Law was confirmed by a Board of Directors and at least two-thirds of the votes cast by the General Members of Forestwood Co-operative Homes Inc. at a meeting called for that purpose on the 31st day of March, 2010.

Ken Petro
Authorized Signing Officer

Jana Danisova
Authorized Signing Officer

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Article 1: About This By-Law, Schedules and Appendices

1.1 Occupancy Agreement

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

1.2 Priority of This By-Law

- (a) This By-Law takes the place of all previous By-Laws or resolutions that deal with the occupancy rights and obligations of the Co-operative and its members. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-Law. Any unauthorized commitment is not effective.
- (b) This By-Law may be amended only at a meeting called for the purpose and must be confirmed by two-thirds of the members present and voting.
- (c) If there is a conflict between documents, the following will govern in the order in which they appear:
 - First, The Social Housing Reform Act and The Co-operative Corporations Act;
 - Second, the Articles of Incorporation;
 - Third, By-Law I, The General By-Laws;
 - Fourth, this By-Law; and
 - Fifth, the other By-Laws of the Co-operative, unless the By-Laws state differently.

Article 2: Members' Rights

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

Members of the Co-operative have the right and the responsibility to:

- live in their housing unit
- use their parking space if any, and

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- use the Co-operative's common facilities.

Co-operative By-Laws and rules limit members' rights.

Article 3: Members' Contributions

3.1 Housing Charges

- (a) Each member of the Co-operative must pay housing charges. Housing charges are made up of:
- the membership fee of \$15.00 (once only)
 - monthly housing charges, less any geared-to-income assistance; refer to Housing Charge Payment Policy
 - parking charges, if any
 - the member deposit, and
 - other charges that members must pay under any of the Co-operative's By-Laws.
- (b) Co-operative members shall approve what the monthly housing charges and parking charges will be.
- (c) Members must pay their monthly housing charges (including any parking charges) on the first day of each month; refer to Housing Charge Payment Policy
- (d) The housing charge does not include any costs owed by the member to any third party, which may include the following:
- telephone for a unit
 - charges for cable television for a unit
 - insurance on the member's personal property, and
 - the member's personal liability insurance.

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

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3.2 Member Deposit

(a) Paying the Deposit

Members must pay a member deposit to the Co-operative. Members must pay this deposit at the time of signing the Occupancy Agreement, unless the Co-operative allows them to pay it over a specific period of time. The Member deposit is not be used for a last month's Housing Charge.

(b) The Amount of the Member Deposit

The amount of the member deposit is equal to the monthly housing charge. The member deposit is rounded to the nearest dollar.

(c) Adjusting the Member Deposit

The member deposit will be adjusted on the first day of July each year for all members.

(d) Returning the Member Deposit

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

- the member did not give enough notice causing vacancy loss, as per Article 8.1 (a)
- the unit was not left in the condition stated in 5.9 of this By-Law,
- the member owes money to the Co-operative, or
- the member did not pay the last month's housing charge.

(e) Interest on the Member Deposit

The Co-operative will not pay interest on the member deposit.

3.3 Other Charges

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

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

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This applies even if no Co-operative By-Law has been broken.

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

3.4 All Charges Are Housing Charges

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

3.5 Responsibility for Charges

(a) Per-Unit Basis

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

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

(b) Sharing Expenses

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

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

3.6 Housing Charge Assistance

Rights to a geared-to-income assistance are stated in the Social Housing Reform Act By-Law (By-Law VIII). The Region of Peel shall determine who is entitled to geared-to-income assistance and the amount of the assistance. Applicants and Members have the right to appeal to The Region of Peel regarding eligibility for geared-to-income assistance. The Region of Peel will determine the procedures to follow.

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3.7 Participation

Members are expected to take part in the activities of the Co-operative, attend

General Members' Meetings whenever possible and other Co-operative meetings often enough to become and remain informed of the operation of the Co-operative.

Members are expected to notify the office in writing if they are not able to attend a regularly scheduled meeting of the members. The Member Involvement Policy is Schedule I.

Article 4: Setting Housing Charges

4.1 The Members Set the Housing Charges

Monthly housing charges have been set by the Ministry of Housing for the period ending June 30, 2000 as a condition of funding.

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

4.2 Operating and Capital Budgets

(a) Preparing the Operating Budget

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

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

(b) Capital Expenses

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

- the proposed capital expenses

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- the proposed source of funds, and
- the effect of the proposed expenses on the Co-operative's operating budget.

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting contains mention of the budget.

The notice must be given as the Co-operative Corporations Act and the Co-operative By-Laws require. A copy of the proposed budget and housing charges for each type of unit must be delivered to each unit at least five (5) days before the budget meeting.

4.4 Date of Change in Housing Charges

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

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

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

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

4.5 Mid-year Change in Housing Charges

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

Article 5: Use and Behaviour

5.1 Residences

Units can be used only as private residences for residents, their households and other persons allowed by this By-Law. This use can include incidental uses if all the other rules in this By-Law are obeyed. Residents and their guests and visitors must observe the By-Laws and Policies of the Co-operative.

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5.2 Nuisance

The Co-operative is a community which includes all the residents and employees.

It also is part of the larger neighbourhood community. Members and their guests and visitors must not make any noise, nuisance or any other act that unreasonably disturbs or interferes with any other person in these communities.

If the Board of Directors receives two (2) or more written complains, the offender will receive a Notice to Appear before the Board of Directors with the possibility of eviction.

See attached schedule J for examples of some specific complains that will be considered by the Board of Directors.

5.3 Illegal Acts

Members and their guests and visitors must not commit any illegal act or break any agreement with any government authority within their unit, or on Co-operative property. This includes breaking any Municipal, Provincial or Federal law, or any By-Law or regulation of any other authority such as the fire department.

If the Board of Directors receives evidence of an alleged illegal act. The alleged offender will receive a Notice to Appear before the Board of Directors with the possibility of eviction .If the alleged offender is convicted of an illegal act, they will be automatically evicted.

5.4 Leases, Mortgages and Agreements

Members must not break any obligation that the Co-operative has to:

- Canada Mortgage and Housing Corporation
- The Region of Peel
- the Co-operative's mortgage.

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

5.5 Insurance

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

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5.6 Privacy

(a) Permission Needed

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

(b) Permission Not Needed

After giving a member forty-eight (48) hours notice, someone appointed by the Co-operative can enter the member's unit, at any reasonable time, for:

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

After giving a member twenty-four (24) hours notice, someone appointed by the Co-operative can enter the member's unit, at any reasonable time, for:

- maintenance repairs or renovations, or

After giving a member two (2) hours notice, the Co-operative can enter the member's unit to show it to a prospective occupant at any reasonable time. The Co-operative can do this if:

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

(c) Notice of Entry

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

5.7 Violence

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

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5.8 Domestic Violence

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

5.9 Maintenance and Repair

(a) The Responsibility of the Co-operative

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

(b) Appliances

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

Members must not use any washing machine or drying machine in their unit, since these appliances damage the co-op's property. If the co-op becomes aware that a washing machine or drying machine has been used in a unit, the co-op shall give the member

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seven (7) days notice to remove the washing machine and drying machine or both.

If within seven (7) days after receiving notice the member has not removed the machine or machines as required by the co-op, the co-op shall complete the removal, and shall dispose of the machine or machines as it sees fit. The cost of such disposal shall form part of the members' housing charge.

The Co-operative will not be used as a storage facility for the machine or machines

(c) Cleanliness

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

It is the responsibility of the members to dispose of any refuse, garbage or objectionable materials in a proper manner. Failure to do so may result in eviction.

(d) Maintenance

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

(e) Alterations and Improvements

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

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

The member will be obligated to reimburse the Co-operative for any increase to the Co-operative in realty taxes or insurance rates as a result of any alterations or improvements. This amount will be due and payable within thirty (30) days of written notification by the Co-operative to the member.

(f) Changing Locks

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

(g) Reporting Problems

Members must promptly report to the Co-operative any condition in their unit (including the equipment in their unit) or their building, which may cause damage to their unit or their building.

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(h) Responsibility for Repair

The member is responsible for the repair of damage to the property of the Co-operative caused by the member's wilful or negligent conduct. The member is responsible for any damage caused by their guests or visitors. *Ensuring that no one uses a washing machine or a drying machine in a unit is only one of the responsibilities that members must carry out. In addition, the member must repair any items reasonable requested by the Co-operative, subject to Section 5.9(i).

(i) Neglect of Responsibilities

Subject to section 3.3 of Appendix E (Decorating and Home Improvement), if members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the co-op may after *seven (7) days* notice to the member, carry them out. In such cases, the member in question must pay the Co-op for its out-of-pocket expense and for the reasonable value of any employee time involved. Where the nature of the maintenance or repair requires the Co-op to do so, the Co-op may make reasonable arrangements to have the work done without affording the member an opportunity to carry it out him or herself.

(j) Moving Out of the Unit

When members move out of their unit, they must leave it clean and in good order. If the unit is not left clean and in good order, the Security Deposit (Maintenance Deposit) will not be returned or will be reduced to cover the cost of repairs. If the costs of repairs exceed the amount of Security Deposit, the Member (s) may be taken to Small Claims Court to recoup the costs, at the Board of Directors discretion. Court costs will also be included in the claim.

5.10 Acts of Others

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

Article 6: Occupancy Rights and Standards

6.1 Purpose of This Article

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

6.2 Change in Household Size

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

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the unit.

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

6.3 Able to Live Independently

- (a) Members must be able to live independently and take care of themselves, or arrange for their care without undue hardship on the Co-operative, its members or employees. This is an essential requirement of living in the Co-operative.
- (b) The Board of Directors has the right to rely on the opinion and experience of the employees and members of the Co-operative to decide if it needs to investigate whether any member requires care in order to live independently.
- (c) The Board of Directors may require the member to provide medical or other expert advice demonstrating that the member's health and safety needs are being met. If the board is convinced by the medical or other expert evidence that lack of care is a serious threat to the member's health and safety, as a last resort the Board of Directors can evict the member. However, this will not happen if:
 - the member makes arrangements that are acceptable to the Board of Directors, and
 - the member signs and obeys a written agreement if the Board of Directors requires it.
- (d) The Board of Directors must use the procedures stated in Article 9 of this By-Law.

6.4 Sale of a Part of the Co-op

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

6.5 Government Takeover of Co-operative Ownership and End of Co-operative's Lease

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

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6.6 Damage by Fire, Lightning, Tempest, etc.

- (a) 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 in a members meeting.
- (b) 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 the members do not agree with the proposed solution, the membership will make the final decisions in a members' meeting. These decisions will have priority over the normal unit allocation process.

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

- Should the unit be repaired?
 - How quickly?
 - When will the member be required to move out?
 - When will the member be entitled to move back?
 - Will there be any charges to the member during the period?
 - Are there any available units that the member can occupy until their unit is repaired?
Should there be any priority on the co-op's internal or external waiting list?
- (c) The Co-operative does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage.

Article 7: Occupancy by Members

7.1 Policy

- (a) In the Co-operative's By-Laws, household means:
 - a member
 - any other members living in the unit
 - persons under sixteen (16) years of age living in the unit

Live - in employee of the member. E.g. caregiver - according to Housing In Peel(HIP) Policies and Procedures (Region of Peel); Assistance to Live Independently; legislation SHRA,2000 section 76 (7) and Ontario Regulation 298/01, sections 7(2)(a)&(b); 27(3)3l

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- persons who have turned sixteen (16) years of age and continue to live in the unit, and
- any long-term guests approved by the Board of Directors under Paragraph 7.5 of this By-Law.

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

- (b) This By-Law applies to a member unit. The Co-operative does not have to follow the procedures in this By-Law when dealing with non-member units or non-residential spaces, if any. Any leases, agreements or applicable laws govern the Co-operative's relations with them. Parts of this By-Law apply to non-members living in a member unit.
- (c) Occupants of a member unit who are not members have:
- no greater right to occupy the unit than the members who occupy it, or any right to occupy it independent of the members
 - no right to occupy any other unit in the Co-operative, and
 - no right to a place on the Co-operative's internal waiting list.

7.2 Additions to Household

Members may wish to add to their household someone over *eighteen (18)* years of age who is not a member. That person may apply for membership in the Co-operative or for Board of Directors approval as a long-term guest. That person can occupy the unit as a casual guest while waiting for the Board of Directors to decide. If the Board of Directors refuses to approve the application for membership, that person can occupy the unit only as a casual or long-term guest if permitted under Paragraphs 7.4 or 7.5 of this By-law.

7.3 Persons Sixteen Years of Age

If a person who is part of a member's household turns sixteen (16) years of age, that person may apply for membership in the Co-operative. When that person becomes eighteen (18) years of age they will be expected to apply for membership. If they do not apply for membership, then they will be considered long-term guests and the Board of Directors may cancel or change their long-term guest status at any time, as stated in Paragraph 7.5.

7.4 Casual Guests

- (a) Members can have only a reasonable number of guests at any one time.
- (b) Members may have a guest in the unit for a period not to exceed one (1) month. Members must have the Board of Directors permission to allow a guest to spend more than one (1) month in a unit.

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7.5 Long-Term Guests

- (a) The Board of Directors can allow members to have a guest for an indefinite period. These guests are long-term guests in this By-Law. Examples include:
- family members who are part of a member's household
 - live-in employees
 - additions to the household who have been refused membership, and
 - others whom the member invites.
- (b) Members and their guests must sign the Long-Term Guest Agreement, Schedule B of this By-Law.
- (c) The Board of Directors can cancel long-term guest status or change the terms of the long-term guest status at any time. The Board of Directors must give written notice to the member and the guest of any meeting where it will be discussed. The Board of Directors must give written notice to the member and the guest that it has ended long-term guest status after it has decided to do so. The Board of Directors decides when the long-term guest status ends. The member may appeal the Board of Directors decision at a general members meeting called for that purpose.
- (d) Normally, the income of long-term guests is to be included in the household income when housing charge assistance is calculated.

7.6 Principal Residence

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

7.7 No Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.8 No Profit

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

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their unit.

- (b) Members must not profit when they give up occupancy rights, or allow others to use their unit. Members must pay any profit to the Co-operative.
- (c) The Co-operative can ask members to prove that they are not profiting from any arrangement with guests or sub-occupants of their unit. If asked, members must give complete details of any arrangement. This request can include sworn statements about the arrangement from everyone involved.
- (d) Some examples of profit are key money, and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of the housing charges. Profit does not include paying a reasonable charge for meals, cleaning etc. (if it is not a hidden profit on the housing charges).

7.19 Co-op Employees

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

7.10 Persons in Units that Become Part of the Co-operative

- (a) Persons who occupy units which become part of the Co-operative can apply for membership if they have not already done so. If they do not apply, or are not accepted, they will be tenants of the Co-operative.
- (b) The Co-operative Corporations Act designates units which become part of the Co-operative as non-member units. If all of the occupants that are sixteen (16) years of age or older give written consent, the Board of Directors, or a committee of at least two (2) directors selected by the Board of Directors, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.
- (c) If a Co-operative housing unit was occupied on August 24, 1992, (the day that the *Co-operative Corporations Statute Law Amendment Act* became law), but none of the occupants was a member, The Social Housing Reform Act and The Co-operative Corporations Act designates this unit as a non-member unit. If all of the occupants that are sixteen (16) years of age or older give written consent, the Board of Directors, or a committee of at least two (2) directors selected by the Board of

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Directors, can end the designation as a non-member unit. Even if the occupants become members, they will still have to give written consent.

7.11 Death of a Member

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

Article 8: Members Who End Their Occupancy

8.1 Procedures

- (a) If members want to end their occupancy in the Co-operative, they must give at least sixty (60) days' written notice. The notice period must end on the last day of the month. The members' right to occupy their unit ends at the end of the notice period. Members cannot withdraw a notice without the Board of Directors consent. The Board of Directors can refuse to allow members to withdraw the notice. Members may appeal the Board of Directors decision at a general members meeting called for that purpose.
- (b) Members have full rights and obligations during the notice period. If members move out of their unit prior to the end of the notice period, they are still responsible for any outstanding obligations until the end of the notice period.
- (c) If the Co-operative needs to get possession of an occupied unit of a member who has given notice, the Board of Directors can follow the court procedures stated in 171.14 of The Co-operative Corporations Act *for a writ of possession* or take any other action. It can do this before or after the day on which the member should leave. In this case, the Board of Directors does not have to follow the procedures in Article 9 of this By-Law.

8.2 Withdrawal from Membership

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

8.3 Vacant Unit

If a unit is vacant, the Co-operative can take possession. The member's occupancy rights

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end on the day that the Co-operative takes possession. It will be considered that the member has withdrawn from membership at the same time.

8.4 Members No Longer Living in the Co-operative

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

8.5 Founding Board Members

Someone who has been a member of the Co-operative before it has any housing units ready for occupancy has no right to a unit of housing unless they go through the member selection process of the Co-operative. Anyone who was a member at the time the Co-operative first obtained a unit of housing ready for occupancy will automatically cease to be a member of the Co-operative three months after that date unless:

- a unit is allocated to them before the end of the three month period
(whether or not the unit is ready for occupancy), or
- the person is still a director of the Co-operative. In this case, membership will cease as soon as they are no longer a director.

Article 9: The Co-op Evicts a Member

9.1 Terms Used in This By-law

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

9.2 When the Co-operative Can Evict a Member

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

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

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

(b) The Board of Directors can evict a member under the provision set out in the following Articles and/or Paragraphs of this By-Law:

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

9.3 How the Co-operative Can Evict a Member

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

(b) Before passing a resolution to end membership and occupancy rights, the Board of Directors must give the member a Notice to Consider Termination of Membership and

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Occupancy, Schedule C of this by-law. This notice must be given to the member at least ten (10) days before the meeting not including the date of the meeting.

The notice must be signed by a director.

(c) The notice must state:

- i. the time and place of the Board of Directors meeting. It may also state a time when the Board of Directors will discuss the member's membership and occupancy rights during that meeting.
- ii. the reasons for the proposed eviction
- iii. identify the member unit to which the member has occupancy rights
- iv. the proposed eviction date
- v. the fact that the member need not vacate the unit, but that the Co-operative may obtain a writ of possession after it ends the member's membership and occupancy rights.
- vi. that the member may appear and make submissions at the Board of Directors meeting, and
- vii. that the member may appeal the Board of Directors decision to the members.

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

(e) The Notice to Consider Termination of Membership and Occupancy must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the Board of Directors meeting:

- i. ten (10) days if the member owes charges to the Co-operative
- ii. one (1) day in the case of domestic violence
- iii. thirty (30) days if the member is unable to live independently, as in Paragraph 6.3 of this By-Law
- iv. ninety (90) days if the member's household size breaks the Co-operative's occupancy standards, same as Paragraph 6.2 (h)
- v. thirty (30) days for all other reasons.

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

- (f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the Board of Directors decision to the members.
- (g) If the Board of Directors decides to evict a member, it must deliver to the member a Board of Directors Eviction Decision, Schedule D of this By-Law and a Notice of Board of Directors Eviction Decision, Schedule E of this By-Law. The notice must be delivered within five (5) days of the meeting. The notice must be signed by the **Corporate** Secretary.

9.4 Serving Documents

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

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

9.5 Right of Appeal

- (a) A member can appeal the Board of Directors decision. The Board of Directors decision is not effective until the appeal is decided or withdrawn.
- (b) A member who wants to appeal must give a notice of appeal to the Co-operative office within seven (7) days after the notice of the Board of Directors' decision was given to the member.
- (c) When the Co-operative receives a member's notice of appeal the Co-operative must:
 - i. call a meeting of the members, giving proper notice, or
 - ii. put the matter on the agenda for another members' meeting.

However, there must be at least fourteen (14) days between the time the notice of appeal is received and the members' meeting to discuss the appeal.

- (d) Everyone who receives notice of the members' meeting should also receive copies of

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any written statements that the member included with the notice of appeal. This right is limited by The Co-operative Corporations Act.

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

9.6 Legal Action

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

The Board of Directors do not have to wait until the eviction date to start such other legal action.

- (b) The Board of Directors can choose someone to deal with legal actions for the Co-operative. It can do this either by making it part of that person's job description or by a resolution. This person can:
 - i. give all necessary instructions to the Co-operative's lawyers, and
 - ii. make a settlement or other agreement after consulting with the Co-operative's lawyers.

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

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9.7 Performance Agreements

- (a) The Co-operative can sign a performance agreement with the member. When a member and the Co-operative sign a performance agreement, any outstanding eviction decision is on hold (suspended). The performance agreement will set out how and when the Co-operative may act on the decision. This will include:
- What the member must do to break the agreement before the Co-operative can act on the decision,
 - What the Co-operative must do before it can act on the eviction decision including what notice must be given to the member.

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

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

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

- (c) The Board of Directors can use model Performance Agreements in Schedule F and G of this By-Law.
- (d) If the member breaks the performance agreement, the co-operative can act on any suspended eviction decision if it follows the requirements of the performance agreement. If there is no suspended decision, then the Board must start the procedure to evict the member over again. In that case, breaking the performance agreement does not itself give the Co-operative the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members or a judge.
- (e) When signing a performance agreement, the Board of Directors can decide that an eviction decision will not be effective if the member:
- i. pays the amounts owed or
 - ii. carries out any acts that the board states in the decision within the time period stated in the decision

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9.8 Non-Members in a Member Unit

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

Article 10: Miscellaneous

10.1 Right to Fair and Equal Treatment

The member is entitled to be treated fairly and equally with all other members.

10.2 Personal Information of a Member

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

10.3 Member's Responsibility in the Co-operative

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

10.4 References to Other By-Laws

Some terms in this By-Law contain references to other By-Laws and policies of the Co-operative. If those other By-Laws and policies have not been passed by the Co-operative, the Board of Directors will decide any matters which would have been included in any By-Law.

10.5 Errors or Omissions in Procedures or Notices

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

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10.6 Requirement of Notice of Action for Default

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

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

FORESTWOOD CO-OPERATIVE HOMES INC.

**Schedule A
Occupancy Agreement**

Schedule A – Occupancy Agreement is a schedule to the Occupancy By-law, By-law, Number IV.

List each Member in the Member Unit:

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

Address of Member Unit:

-11____, Forestwood Drive, Mississauga, Ont.
--

Date of Occupancy:

--

Membership Terms:

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws, policies, and decisions made by the board and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. Proxy voting is not permitted. You will be bound by these changes even if you do not agree with them.

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Schedule A
Occupancy Agreement
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4. If there is a conflict between the co-op's by-laws and this Agreement, the coop's by-laws, including the appendices, have priority.
5. By signing this Agreement, you acknowledge receiving a copy of the Occupancy Bylaw and all Schedules and Appendices. You are responsible for reading and understanding this Agreement. You are entitled to ask any questions and to have them answered.
6. If you are receiving geared-to-income housing charge assistance. "Terms of the Member's Housing Charge Subsidy, Appendix B" is part of this agreement.

Signature(s) of Members:

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

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
by: _____	Date: _____, 20

FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule A: Occupancy Agreement

Appendix A: Charges to the Member(s)

These figures may change from time to time as per By-law VIII.

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

-11___, Forestwood Drive, Mississauga, Ont.

Monthly charges as of _____, 20__.

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

Security Deposit:

Signature(s) of Members:

by:	Date:
by:	Date:
by:	Date:
by:	Date:

FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule A: Occupancy Agreement

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

1. INTENT OF THE ASSISTANCE

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

2. VERIFICATION OR PROOF OF INCOME

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

Definition of income are listed in number 5.

3. INCOME VERIFICATION TO FORM PART OF AGREEMENT

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

4. TERMINATION OF HOUSING CHARGE ASSISTANCE

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

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

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Schedule A: Occupancy Agreement

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

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- F. failure to abide by the Occupancy Bylaw or any other Bylaw of the Co-operative;
- G. failure to occupy a unit in the Co-op for more than two (2) consecutive months. This applies whether or not the absence is permitted under this Bylaw. If the member does not occupy a unit for a longer period, the member can apply to have the housing charge assistance resumed when the member returns.

5. DEFINITIONS OF INCOME

There are three types of income:

- income related to employment
- income related to investments
- income for support.

What is included in each type of income?

Income related to employment	Income related to investments	Income for support
<ul style="list-style-type: none"> • salary or wages • bonuses or incentive pay • gratuities or tips • overtime pay (if overtime is regular) • commissions • Employment Insurance Benefits • WSIB benefits (short-term and long-term) • work incentive programs • training allowances • net income of a business or other self-employment activity • regular payments from accident, disability, or illness insurance • annuities (life, fixed term, or RRIFs) 	<ul style="list-style-type: none"> • interest income from assets and investments (bank, credit union, and trust company accounts; capital gains; term deposits; bonds or debentures; RRSPs; GICs) (excludes locked-in RRSPs) • dividend income from stocks or shares • interest portion from any mortgage or loan • value of non-income producing assets such as precious metals, gems, and art; financial holdings • real estate income (such as rental income) 	<ul style="list-style-type: none"> • Ontario Works • Ontario Disability Support Program GAINS-D • pensions • child support payments • spousal support payments

FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule A: Occupancy Agreement

Appendix C: Pets

Ownership of a household pet is a privilege not a right. This privilege, once given, may be withdrawn for cause by vote of the Board of Directors. The co-op recognizes that the companionship of an animal can contribute to a human being's sense of well being. Pet owners who fail to bring appropriate attention and diligence to the care of their pets can cause aggravation to other members and interfere with the quiet enjoyment of their homes.

The following and regulations on pets apply to members and their guests. Failure to abide by these rules and regulations may be used as grounds for eviction.

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

1. Since there is a limit to the number of four-legged animals (that is, dogs and cats) that can be easily accommodated in the Co-op, members will not keep more than two such animals as household pets.
2. All residents who have dogs will have to provide the office with a photograph of the dogs(s) labeled with its name(s), the unit, the building, and the name of its owner. The picture(s) will be part of a picture collage which will be housed in the office.
3. Members shall not keep vicious animals. Disputes concerning these determinations will be settled by the Board of Directors on a case by case basis.
4. The Board of Directors will consider requests to keep exotic pets on a case by case basis, Taking into account the member's ability to provide humane and appropriate housing, and will make recommendations to the board of directors.
5. Pet owners must not permit their pets to create a nuisance, noise or odour inside or outside their residence that will cause a disturbance to any other member.
6. No dogs may be permitted to roam free.
7. Pet owners are expected to clean up or repair damage after their pets immediately after any mess is created or damage done. Patios, balconies, tennis court, playground and garages are not to be used as pet toilet facilities. All cat owners must provide indoor facilities for their cats.
8. All dogs must be leashed at all times when on communal co-op property. Even when

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Schedule A: Occupancy Agreement

Appendix C: Pets

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on a leash, dogs may not be left unattended outside a unit for more than two hours.

- 9. All pets are to be restricted within the unit boundaries, except when accompanied to be exercised off the Co-op property.
- 10. Animal Control will be called in to deal with any stray animals found wandering loose on Co-op property.
- 11. Members will be expected to resolve disputes over compliance with these regulations between themselves. Members who are unable to do so may request assistance in resolving a dispute by submitting a written complaint to the office. Such written complaint will be referred to the Board of Directors who will make a determination as to whether or not the complaint is the business of the Co-op and what if any action should be taken. Complaints referring to the same occurrence on the same day will be treated as one and the same complaint,
- 12. If the Board determines that an infringement of this policy has occurred, a verbal warning will be given by a duly authorized representative of the co-op to the pet owner. If a second complaint is received, the member will receive a written warning. If a third complaint is received, the member may be called to a meeting of the Board to discuss whether he or she should be given a notice to vacate the unit due to violation of the Housing Agreement.

Address of Member Unit:

_____ -11____, Forestwood Drive, Mississauga, Ont.
--

List all animals in the household:

Cat/Dog:	Breed:
Cat/Dog:	Breed:

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

Signature(s) of Members):

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

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
by:	Date:

FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule A: Occupancy Agreement

Appendix D: Vehicle Control Policy

The following rules and regulations on vehicle control apply to members and their guests. Failure to abide by these rules and regulations may be used as grounds for eviction.

The Co-operative will not be held responsible for any damages due to vandalism, theft, acts of God, etc...

1. DEFINITIONS

- 1.1 For the purposes of this statement, the term "vehicle" shall be construed to include cars, vans, trucks (to a maximum of one tonne) and motorcycles.
There will be no provision for any trailer, boat trailer, and /or all purpose trailers belonging to a resident or visitor. Excepting at the discretion of the board.
- 1.2 All such conveyances must have current licence plates affixed.
- 1.3 The term "resident" shall mean those people whose names are listed on the Lease or Housing Agreement, which sets out the terms of occupancy of any unit at the Co-op.
- 1.4 "Visitor" means any non-resident calling at the Co-op for social or business reasons.
- 1.5 The term "long term guest" shall mean any person who is or will be residing at Forestwood for more than thirty (30) days as defined in by-law IV, Section 7.5.

2. PURPOSE

The purpose of this statement is to make clear the Co-op's policy on parking and operation of vehicles on Co-op property. It is intended to allow fair and equal access to Residents and to visitors.

3. ACCEPTABLE USES OF PARKING SPACES

- 3.1. All vehicle parking spaces on the property are provided for specific uses. These uses are controlled by municipal planning requirements and by policies and regulations adopted by the Co-op from time to time.
- 3.2. Some spaces are allotted to residents who have limited mobility who are understood to be "disabled" and need to be near an appropriate entrance to the building they live in. These spaces are for the exclusive use of the resident assigned. They may not be used by any other resident or visitor except with the express permission of the resident assigned the spot. A valid handicap permit must be displayed at all times.

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Appendix D: Vehicle Control

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- 3.3 Some spaces are designated for employees only, so that they may come into the buildings to do their assigned work.
- 3.4. Some spaces are labelled for "Visitors," and these are intended for the use of non-residents calling on residents or the Co-op office. Residents must not park in any visitors spaces. Visitors may not park in any space other than assigned areas, except as defined in Section 7.3 of this policy.

4. ALLOCATION OF PARKING SPACES

- 4.1. No more than one vehicle per licensed adult resident may be kept on Co-op property to the maximum of two per unit.
- 4.2 Members must make a request in writing to the Board of Directors in order to obtain approval for a variance to the regulation in section 4.1. The Request to the Board shall be accompanied by a staff recommendation.
- 4.3 Assigned parking spots may only be changed to a maximum of one time per year.
- 4.4 When extra spaces are available, these spaces may be allocated to a member/resident for a vehicle that is used exclusively for business purposes and is not available to the driver for personal uses.

The amount of the fee charged will be as per the current schedule (Appendix D).

- 4.5. From time to time the Co-operative may be unable to provide parking spots for the use of its residents and visitors due to repair, clean up etc. The Co-operative will try to make alternative arrangements but if the Co-operative is not successful with arrangements, the residents and their visitors will have to make their own arrangements.
- 4.6 Residents who choose to park vehicles, which are rented, or display a valid M.T.O. trip permit within their assigned spots, must notify the office and request a special authorized permit.

5. CHARGES

- 5.1 Charges are as per levies set by the Board of Directors (from time to time).
- 5.2 When changes are made to a resident's allotted space, the changes in parking fees will take effect on the first day of the following month.
- 5.3 Monthly fees cannot be prorated.

By-Law IV – Occupancy By-Law – 2010

Schedule A: Occupancy Agreement

Appendix D: Vehicle Control

page 3

6. NO PARKING ON INTERNAL ROADWAYS AND GROUNDS

- 6.1 Vehicles may not be parked on any internal road. These roads are designated as fire routes.
- 6.2. Vehicles are prohibited to be parked on grassed areas.
- 6.3. Unattended/Standing vehicles may not block sidewalks, fire routes and fire hydrants, doorways or loading areas. The area immediately adjacent to the Moving Room, may be used for off-loading for a period of up to 20 minutes.

7. RESIDENTS MUST INFORM VISITORS/LONG TERM GUESTS OF PARKING RULES

7.1 Vehicles belonging to visitors may park on upper deck at appropriate areas marked by signs. There are 20 spots assigned by permit only for overnight visitors. Visitors' passes will be issued to members at a cost of \$1.00 per day. Passes must be paid for at the time they are issued. There are 10 spots assigned for day visitors between 7 a.m. – 2 a.m. Unauthorized vehicles will be tagged and towed on owners expenses

7.2 Residents are responsible for informing their visitors of these regulations. If a visitor's vehicle is expected to be in a visitor parking spot after 2:00 A.M. the resident should follow the provisions of 7.2 through 7.6

7.3 Go to the Co-op office and ask for a permit to be placed on the dashboard of the visitor's vehicle so that it is clearly visible to security personnel.

7.4 If the office is not open at the time the resident becomes aware that a visitor will stay after 2:00 A.M.; place a temporary notice on the dashboard of the visitor's vehicle so that it is clearly visible to security personnel. Such notice should be hand-printed in block letters on 4 by 8 inch paper or larger and **must** contain the length of stay, the resident's building and unit number and the **current** date (see sample). If the length of stay is beyond a regular business day, the resident must come to the office to obtain authorized parking (refer to 12.1).

7.5 Visitors with permits issued must park IN THE DESIGNATED VISITOR PARKING AREAS ONLY.

7.6 If a member requires a parking space for a long-term guest, the member is requested to follow the procedure as outlined in point 4.1 and 4.2. Long-term guest permits must be renewed every month. The resident who has a long-term guest, must come to the office to present proper documentation (valid ownership, insurance and driver license).

By-Law IV – Occupancy By-Law – 2010

Schedule A: Occupancy Agreement

Appendix D: Vehicle Control

page 4

8. IDENTIFICATION AND REGISTRATION OF RESIDENTS' VEHICLES

- 8.1 The currently validated ownership, license plate as well as the insurance policy of all vehicles owned and operated regularly by residents must be registered and copies of relevant documents must be furnished to the office in order to be considered eligible to park on the property. Any changes to ownership and insurance policy should be reported to the office immediately. Permits will only be issued for vehicles owned or leased by members .
- 8.2 All resident cars must display the Forestwood parking sticker in the lower driver side corner of the front windshield.

9. SPEED LIMIT ON INTERNAL ROADWAYS

- 9.1 The speed limit on internal roads is 10 kilometres per hour.

10. MAINTENANCE OF VEHICLES

- 10.1 Residents are expected at all times to keep their vehicles in such a state of repair that they cause no excessive noise or pollution that could interfere with the reasonable enjoyment of the premises by other residents.
- 10.2 Only minor maintenance of vehicles may be performed by residents in the designated spot located at the rear of each building. No work can be performed prior to 9:00 a.m. and after 9:00 p.m. AFTER 6:00P.M. NOISE MUST BE KEPT TO A MINIMUM. Residents are to co-operate with other residents by limiting the time they occupy the spot to a maximum of three (3) hours per day. Visitors of residents may not use this designated spot for parking at any time. Appropriate signage will be located at each spot. Resident must display on the dashboard the time maintenance work was begun. Residents who abuse the use of designated spot will be tagged and towed.
- 10.3 Major repairs (motors, transmissions, body work, etc.) may not take place on co-op property at any time. If any fluids such as motor oil or transmission fluid are removed from vehicles on site, such waste material must be disposed of off-site, preferably in a toxic waste dump.
- 10.4 Residents will be held responsible and charged for any damage caused by their vehicles, tools or equipment used to make the repair, and/or any waste material not properly disposed of.
- 10.5 Only the vehicles of residents may be maintained in this area.
- 10.6 Residents who abuse any of the above privileges will lose their right to use this spot.

By-Law IV – Occupancy By-Law – 2010

Schedule A: Occupancy Agreement

Appendix D: Vehicle Control

page 5

11. NO DERELICT VEHICLES ON CO-OP PROPERTY

11.1 All vehicles parked on Co-op property must be roadworthy, licensed and insured. Any derelict vehicles found on Co-op property will be ordered towed away at the owner's expense.

12. PENALTY FOR VIOLATION OF THIS POLICY

12.1. The Board of Directors may appoint a "ticketing agency" to assess fines and tow away vehicles violating this policy at the owner's expense.

12.2 Any damage caused by a vehicle will be assigned to the owner of the vehicle

12.3 In addition, any member of the Co-op witnessing an obvious infraction of this vehicle control policy is requested to report it in writing to the office. After three written complaints, the offender may be requested to attend a Board of Directors meeting, at which time termination of occupancy may be considered.

12.4 On issues where this policy is silent, the terms of other applicable policies and by-laws shall apply, including relevant City of Mississauga By-Laws.

Address of Member Unit:

-11__, Forestwood Drive, Mississauga, Ont.

List all vehicles in the household:

Make & Model:	Colour:	Plate #:
Make & Model:	Colour:	Plate #:

Signature(s) of Members:

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

Signature for the Co-op:

Forestwood Co-operative Homes Inc.

by: _____ Date: _____, 20

By-Law IV – Occupancy By-Law – 2010

Schedule A: Occupancy Agreement
Appendix D: Vehicle Control
page 6

FORESTWOOD CO-OPERATIVE HOMES INC.

Appendix D: Schedule of Monthly Charges for Parking

Underground parking - \$ 20.00

Above ground parking - \$ 15.00

Long Term Guest - \$ 25.00

Commercial Vehicles - \$ 25.00

FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule A: Occupancy Agreement

Appendix E: Decorating and Home Improvement

Member households should be able to treat their units as their homes; residents should maintain the unit in such a way as to minimize the maintenance costs if they move.

The following rules and regulations on decorating and home improvement apply to all Members.

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

1. ELECTRICAL

- 1.1 No changes in the electrical wiring of the units may be made without prior approval from the Board of Directors and a permit from Ontario Hydro.

Hydro will inspect the completed work and issue a certificate, which must be submitted to the Co-op office.

- 1.2 If any electrical fixtures owned by the Co-op (e.g., fan lights, light shades) are taken down and replaced by the resident's own fixtures, the Co-op's fixtures must be boxed, labeled with unit and building numbers, and given to the Superintendent for storage.
- 1.3 Upon leaving the unit, it is the resident's responsibility to retrieve these fixtures and replace them as they were.

2. STRUCTURAL

- 2.1 Structural changes to the unit are not allowed.

- 2.2 Structural changes are defined as:

- any added, changed or removed walls, dividers;
- openings in walls, ceilings, floors or windows or their finishing,

excepting wall coverings expressly permitted under this policy.

3. BALCONIES

- 3.1 No carpet, mat, sealant, paint or any other type of floor covering or treatment whatsoever may be applied to or placed on a unit's balcony.

By-Law IV – Occupancy By-Law – 2010

Schedule A: Occupancy Agreement

Appendix E: Decorating and Home Improvement

page 2

- 3.2 Notwithstanding Section 5.9 of this Occupancy By-Law, where the Co-operative becomes aware that a resident has violated Section 3.1 of this Appendix E, the Co-operative may have the balcony inspected and have any damage assessed, and the Co-operative will charge the resident for the cost of the inspection and the cost of the repair, including consulting fees, contractor's fees and the value of reasonable employee time.
- 3.3 Satellite dish may be installed under the condition that balcony railings, panels and concrete won't be damaged. Permission to do so must be obtained from the Co-operative office.
- 3.4 Barbecues(propane tanks) shall not be stored, kept, or transported through or in the building at any time.

4. BATHROOM

- 4.1 Mounting of any kind (pictures, ornaments, shelves, etc.) in the bathroom should be done with anchors and screws, and each hole sealed with silicone to prevent water damage to the walls.
- 4.2 If a bathroom has a tub surround or ceramic tiling, nothing can be mounted into or stuck onto these surfaces.

5. WALLPAPER

Wallpaper is prohibited.

6. WALL HANGINGS

- 6.1 Mirror tiles or cork must not be mounted directly on the wall. Such materials must be mounted on a backing such as masonries and affixed with anchors and screws.
- 6.2 Self-adhesive cloth picture hangers destroy the surface of wall. Nail-and-hook or screw-and-anchor hangers **must** be used instead.
- 6.3 Any holes in the wall must be repaired by the resident upon move-out.

By-Law IV – Occupancy By-Law – 2010

Schedule A: Occupancy Agreement

Appendix E: Decorating and Home Improvement

page 3

7. PAINTING

- 7.1 When repainting the units, residents may use any pastel shade of colour, but upon move-out must return the unit to its original condition.
- 7.2 Only water-based latex paint may be used in all rooms, with the exception of the bathroom and kitchen. In these two rooms, oil-based paint can be used.
- 7.3 The unit will be inspected prior to move-out to ensure that the above guidelines have been followed.
- 7.4 A painting allowance will be given to units every two (2) years to assist the resident in maintaining the apartment in proper condition.

The painting allowance will be as follows:

Bachelor unit	\$45.00
1 Bedroom	\$65.00
2 Bedroom	\$85.00
3 Bedroom	\$100.00
4 Bedroom	\$150.00

- 7.5 Residents will have to present appropriate bills to be entitled to the painting allowance.

Office staff is obligated to inspect if unit was painted after receiving an appropriate bills from the residents.
- 7.6 Residents making internal moves will accept the unit as offered provided the unit is in good condition.
- 7.7 New members will accept the unit as offered provided it is in good condition.

8. FABRIC FLOOR COVERING

- 8.1 Placing fabric floor covering of resident's unit is not compulsory but suggested to minimize any disturbance that might be experienced by immediate neighbors.
- 8.2 If there are more than two complaints of noise from a resident's unit (in accordance with the Grievance Policy), the resident(s) must appropriately place floor covering with a separate jute or felt under padding in the living room, dining room, hallways and bedrooms.

By-Law IV – Occupancy By-Law – 2010

Schedule A: Occupancy Agreement

Appendix E: Decorating and Home Improvement

page 4

- 8.3 Any damage caused by installation and/or removal of the floor covering will be the responsibility of the member.

FORESTWOOD CO-OPERATIVE HOMES INC.

**Schedule B
Long-Term Guest Agreement**

Schedule B – Long-Term Guest Agreement is a part of By-law IV – Occupancy By-law.

List each Member in the Member Unit:

1.
2.
3.
4.

Long-Term Guest:

--

Address of Member Unit:

-11___, Forestwood Drive, Mississauga, Ont.

1. The member wants the long-term guest to live in the member's unit as a part of the member's household, and the co-op agrees.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest 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.
5. The long-term guest must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the *Landlord and Tenant Act* do not apply.
7. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information from any credit agency or other source.

By-Law IV – Occupancy By-Law – 2010

Schedule B
Long-Term Guest Agreement
Page 2

Signature of the Long-Term Guest:

--

Signature(s) for the Member Unit:

by:	Date:
by:	Date:
by:	Date:
by:	Date:

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
by: _____	Date: _____, 20

FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule C

Notice to Consider Termination of Membership and Occupancy

Schedule C – Notice to Consider Termination of Membership and Occupancy is a part of By-law IV – Occupancy By-law.

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

#	-11___, Forestwood Drive, Mississauga, Ont.
---	---

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

The board meeting will be held on _____, 20___ ,
at _____. The board meeting will begin at ___ **PM** but you do not
have to arrive before ___ **PM**.

The proposed date for ending your membership and occupancy rights
is _____, 20___ . The board may set a later date, if the board decides to evict
you. **(Earliest possible date, based on meeting date and by-laws.)**

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

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

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

By-Law IV – Occupancy By-Law – 2010

Schedule C

Notice to Consider Termination of Membership & Occupancy

page 2

The Grounds for evicting you are:

ARREARS:

- 1. You owe the co-op \$ _____ as of _____, 20____. This is contrary to Article __, Paragraph __, of the OCCUPANCY BY-LAW (By-Law No.4), and is a ground for your eviction because of subparagraph 9.2(a) clause i., of the occupancy By-law (By-law No. IV)

- 2. You have repeatedly paid your housing charges late. This is contrary to Article __, Paragraph __, of the OCCUPANCY BY-LAW (By-Law No.4), and is a ground for your eviction because of subparagraph 9.2(a) clause i., of the occupancy By-law (By-law No. IV)

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

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

General: (paragraph that provides for eviction)

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

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
Director: _____ 20	Date: _____,

By-Law IV – Occupancy By-Law – 2010

FORESTWOOD CO-OPERATIVE HOMES INC.

**Schedule D
Board of Directors Eviction Decision**

Schedule D – Board of Directors Eviction Decision is part of By-law IV – Occupancy By-law.

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

-11___, Forestwood Drive, Mississauga, Ont.

Background:

1. The Co-operative gave the member(s) a Notice to Appear as required by Article ___, Paragraph ___, of the Occupancy By-law (By-law Number IV) and section 171.8 of the *Co-operative Corporations Act* (as amended by Bill 166).
2. The member(s) (attended/did not attend) the board meeting. A representative of the member(s) (attended/did not attend) the board meeting.
3. This decision was made by a majority of the directors at a proper meeting.

Decision:

4. The occupancy rights of the member(s) in the above unit are ended on _____, 20___. The membership of the member(s) in the Co-operative is ended on the above date. (Fill in the date, which cannot be any sooner than the proposed date in the Notice to Consider Termination).

By-Law IV – Occupancy By-Law – 2010

Schedule D
Board of Directors Eviction Decision
page 2

Reasons:

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

Arrears:

1. The member(s) owe(s) the co-op \$ _____ of housing charges as of _____, 20____. This is contrary to Article __, Paragraph __, of the Occupancy By-law (By-Law Number IV).
3. The member(s) has/have repeatedly paid monthly housing charges late. This is contrary to Article __, Paragraph __, of the Occupancy By-law (By-Law Number IV).

Other: (Repeat for each addition reason).

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

General: (paragraph that provides for eviction)

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

Further Decision: (Complete if there are conditions the member can meet to stop the eviction. Fill in “The membership and occupancy rights of the member will not end if...” and any conditions [such as signing a Performance Agreement or making payments at certain times].)

Resolution of the board of directors of Forestwood Co-operative Homes Inc. passed on the day_of _____, 20____ at a duly called meeting. This resolution is still in effect and has not been amended.

By-Law IV – Occupancy By-Law – 2010

Schedule D
Board of Directors Eviction Decision
page 3

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
Secretary: _____	Date: _____,
20	

FORESTWOOD CO-OPERATIVE HOMES INC.

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

Schedule E – Notice of Board of Directors Eviction Decision is part of By-Law 1V - Occupancy By-Law

To Members:

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

-11_, Forestwood Drive, Mississauga, Ont.

A meeting of the Board of Directors was held on _____, 20____. You were given a notice to Consider Termination of Membership and Occupancy Rights to be considered at that meeting. The board of directors decided to end your occupancy rights in the above unit on , 20____. (**See the attached Board of Directors Eviction Decision**).

Leave your unit by _____, 20____. If you do not, the Co-operative will start a court proceeding against you for your eviction, and ask for an order that you pay the Co-operative's legal costs.

To find out how you may appeal this Decision, see Article 9, Paragraph 5 of Occupancy By-law # IV and section 171.8 of the *Co-operative Corporations Act*. (schedule H to the occupancy By-law).

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
Secretary: _____	Date: _____,
20	

FORESTWOOD CO-OPERATIVE HOMES INC.

**Schedule F
Performance Agreement
Arrears And Late Payment**

Schedule F – Performance Agreement, Arrears and Late Payment, is part of By-Law 1V - Occupancy By-Law

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

-11 ____, Forestwood Drive, Mississauga, Ont.

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

The board of directors decided to end your membership and occupancy at a meeting on _____, 20__.

You admit that the following is true:

- 1. You owe the Co-op \$_____ of Housing Charges as of _____, 20___. This is contrary to Article ____, Paragraph ____ of the Occupancy By-law (By Law No. IV).
- 2. You have repeatedly paid your housing charges late. This is contrary to Article ____, Paragraph ____ (c) of the Occupancy By-law (By-Law No. IV).

By-Law IV – Occupancy By-Law – 2010

Schedule F
Performance Agreement – Arrears & Late Payment
page 2

Any outstanding resolution to evict you will be placed on hold, that is, suspended. The Co-op agrees not to end your membership and occupancy rights as long as you do the following:

1. You agree to pay your entire debt on the following schedule:
 - (a) \$ _____ when you sign this Agreement.
 - (b) \$ _____ on or before _____, 20__.
 - (c) \$ _____ each month on the ____ day of the month until the arrears are fully paid.

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

2. You agree to pay your monthly housing charges on or before 9:00 AM the first day of each month from the date this agreement is signed.
3. You agree to make the above payments by certified cheque, Interact, money order. You agree to make these payments to the Co-op office before 9:00 AM on the agreed dates.

If any of the agreed dates is a weekend or holiday, you can make the payment before 9:00 AM on the next business day.

4. You must meet all the deadlines in this Agreement. You must not miss any of them unless you have authorization from the Co-op.
5. If you break any term of this Agreement, the decision of the Board of Directors made on....., 2010 to end your membership and occupancy rights takes effect immediately and the Co-op has the right to apply to the Superior Court of Justice under section 171.13 of the Co-operative Corporations Act without further notice to you.
6. You acknowledge that you understand the terms of this agreement and have had the opportunity to get legal advice.

Signature(s) of Member(s):

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

By-Law IV – Occupancy By-Law – 2010

Schedule F
Performance Agreement – Arrears & Late Payment
page 3

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
by: _____	Date: _____, 20

FORESTWOOD CO-OPERATIVE HOMES INC.

**Schedule G
Performance Agreement
General**

Schedule G – Performance Agreement, General, is part of By-Law IV - Occupancy By-Law

List each Member in the Member Unit:

1.
2.
3.
4.

Address of Member Unit:

-11___, Forestwood Drive, Mississauga, Ont.

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

The board of directors decided to end your membership and occupancy at a meeting on _____, 20__.

You **admit that the** following is **true**:

(describe the details of what the member did wrong, including date if appropriate)

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

(fill in what the member agrees to do or not to do and any limitations if applicable)

By-Law IV – Occupancy By-Law – 2010

Schedule G
Performance Agreement - General
page 2

Signature(s) of Member(s):

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

Signature for the Co-op:

Forestwood Co-operative Homes Inc.	
by: _____	Date: _____, 20

FORESTWOOD CO-OPERATIVE HOMES INC.

**Schedule H
Rules for Ending Membership and Occupancy Rights**

Schedule H - Rules for Ending Membership and Occupancy Rights is part of By-law IV - Occupancy By-law.

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

171.8 Procedure for terminating membership, etc.

(2) The following rules apply:

1. Membership and occupancy rights may be terminated only by a majority of the board of directors at a meeting of the board.
2. Membership and occupancy rights may be terminated only if the member ceases to occupy a member unit or on a ground set out in the by-laws. Membership and occupancy rights may not be terminated on a ground in the by-laws that is unreasonable or arbitrary.
3. The member shall be given written notice that the board of directors will consider terminating the member's membership and occupancy rights. The notice must be given at least ten days before the meeting of the board of directors at which the matter will be considered.
4. The notice must be signed by a director of the co-operative or by any other person authorized by the by-laws for the purpose and must,
 - i.set out the time and place of the board's meeting,
 - ii. set out the grounds for the proposed termination,
 - iii. identify the member unit to which the member has occupancy rights,
 - iv. specify the date of the proposed termination,
 - v. advise the member that he or she need not vacate the member unit but that the co-operative may obtain possession of the unit by obtaining a writ of possession following the termination of the member's membership and occupancy rights,
 - vi. advise the member he or she may appear and make submissions at the board's meeting, and

By-Law IV – Occupancy By-Law – 2010

Schedule H

Rules for Ending Membership and Occupancy Rights

page 2

- vii. advise the member that he or she may appeal the board's decision to the members.
5. If a meeting is adjourned no new notice is required if the time and place of the continuation of the meeting is announced at the original meeting.
6. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the board of directors.
7. In a decision to terminate the members membership and occupancy rights, the board of directors may specify a date for the termination that is later than the proposed date that was specified in the notice to the member.
8. The member shall be given written notice of the decision of the board of directors within five days after the board's meeting. The notice must be signed either by the secretary of the co-operative or by a person authorized by the by-laws for the purpose.
9. The member may appeal the board's decision to the members. The effect of the decision is suspended until the appeal is disposed of or abandoned.
10. To appeal, a member must give written notice to the co-operative within seven days, or such longer period as the by-laws provide, after the notice of the board's decision has been given to the member under paragraph 8.
11. The appeal shall be considered at a meeting of the members held at least fourteen days after the notice to appeal is received.
12. If the co-operative receives written representations with the member's notice of appeal, the board of directors shall, subject to subsection (4), ensure that a copy of the representations is given, before the meeting at which the appeal will be considered, to each member entitled to receive notice of the meeting. The distribution of the representations shall be at the co-operative's expense. This paragraph does not apply if the representations exceed 5.000 words.
13. The member has a right to appear, either personally or by agent or counsel, and to make submissions at the meeting of the members.
14. The appeal shall be decided by a majority *vote* of the members and the members may confirm, vary or set aside the board's decision. If no decision is made by the members or if there is no quorum at the meeting or if there is no longer a quorum when the vote is to be taken, the board's decision shall be deemed to have been confirmed.

By-Law IV – Occupancy By-Law – 2010

Schedule H

Rules for Ending Membership and Occupancy Rights

page 3

Idem

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

Refusal to distribute

- (4) The board of directors is not bound under paragraph 12 of subsection (2) with respect to a member's representations if it clearly appears that the right of the member to have his or her representations distributed is being abused to secure needless publicity for matters that,
 - (a) are not related to the appeal; and
 - (b) are not related, in a significant way, to the business or affairs of the co-operative.

Notice of refusal

- (5) If the board of directors refuses to distribute copies of a member's representations, the board shall ensure that written notice of its refusal together with written reasons for it are given to the member within ten days after the representations were received by the co-operative.

Application to court

- (6) Upon application by a member whose representations the co-operative has refused to distribute, the Ontario Court (General Division) may restrain the holding of the meeting at which the appeal will be considered and may make any further order it thinks fit.

Advance determination

- (7) The board of directors or any other person aggrieved by the member's representations may apply to the Ontario Court (General Division) for an order permitting the board of directors to refuse to distribute the representations and the court, if it is satisfied that subsection (4) applies, may make any such order it thinks fit.

Liability for representations

- (8) If copies of a member's representations are distributed under paragraph 12 of subsection (2), the co-operative, the directors, officers and employees of the co-operative and persons acting on behalf of the co-operative, other than the member who makes the representations, do not incur any liability only by reason of distributing

FORESTWOOD CO-OPERATIVE HOMES INC

Schedule I Policy on Member Involvement

Schedule I - Policy on Member Involvement is part of By-law IV - Occupancy By-law.

Principles of Member Involvement:

1. Participation benefits both the Co-op and the member.

The Co-op relies on the members to participate in the effective management of their community. We recognize that the members' highest priorities are likely to be earning a living and nurturing the family. It should be no surprise if these priorities place limitations on members' participation in Co-op activities. Therefore, while we expect members to take part, we resolve to be reasonable and flexible in our demands on members' time and energy.

2. Each member contributes according to his or her ability.

There are many different ways that a member can participate at Forestwood. We hope to be able to offer each member an opportunity to contribute according to his or her own abilities. We further hope that through involvement in Co-op activities members will be able to strengthen and broaden their skills.

3. Members in one household share the obligation to contribute.

Where there is more than one member in a household, it is often necessary for one member to look after children or other responsibilities so that another can be free to participate in Co-op activities. Therefore, we believe that the volunteer contribution of one family member should be credited to the household. Members are encouraged to share these activities equally according to their individual skills and interests.

4. Members are entitled to time off now and then.

We recognize that the involvement of individual members may vary greatly from year to year depending on many circumstances. We believe that after a period of heavy involvement, a member may be entitled to a period of sabbatical.

5. Member involvement operates on the Honor System.

We are aware that some co-operatives attempt to keep records of the hours each member contributes to the Co-op. Although there may be

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some advantages to having such records, the disadvantages are more persuasive. Such practices are likely to give great weight to the activities that are highly visible, such as Board and committee membership. They rarely give much credit for the activities favored by the "quiet" member, such as delivering flyers or helping out in the office.

Furthermore, such practices can only measure time spent, not quality of the contribution.

After giving the matter serious consideration, we have concluded that there is no record-keeping system which is accurate and fair enough to measure the comparative value of one kind of participation over another. Therefore, we cannot support the concepts of a minimum number of required hours of participation, a maximum level of participation or a system of enforcement. We do, however, support the practice of marking attendance at general members' meetings and noting participation in Board, committees and special events. We believe such records will assist us in gauging the general health of the organization and identifying ways in which involvement can be made attractive and compelling to the membership.

General Responsibilities of a "Member in Good Standing":

1. Financial

Honor your financial obligation to the Co-op. Pay your housing charge on time. Make appropriate arrangements if this is not possible due to circumstances beyond your control.

2. Maintenance

Treat the unit assigned as your home, with respect and care. Does such routine maintenance as your skills permit. Request assistance as needed; co-operate with the maintenance committee in preventive maintenance efforts.

3. Organization

Attend a majority of general members' meetings, including the Annual General Meeting. Abide by the policies and regulations adopted by the Co-op from time to time. Support the democratic functioning of the Co-op by taking part in one or more specific activities each year.

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Specific Activities for Member Involvement:

1. Board of Directors and Committees

Standing for election to the Board of Directors and, if elected, attending and contributing to meetings regularly. Joining a standing or ad hoc committee. Participating in policy discussions; suggesting appropriate amendments or additions.

2. Special Events and Discreet Tasks

Participating in special events such as clean-up days. Assisting in the production of newsletters and flyers.

3. Social

Being a good neighbor. Organizing and/or attending social functions. Treating your fellow members with respect and consideration.

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FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule J

Examples of Complaints the Board of Directors will consider for possible Eviction

Schedule J – As per Article 5.2 of this By-Law, Examples of Complaints the Board of Directors will consider for possible Eviction is part of By-Law IV-Occupancy By-Law.

Article 5.2 states: “If the Board of Directors receives two (2) or more written complaints, the offender will receive a Notice to Appear before the Board of Directors with the possibility of eviction.”

Examples the Board of Directors will consider:

- Extremely loud music. Ie. noisy party
- Unreasonable noise late at night. Ie. loud tv’s, radios, moving of furniture, banging, hammering, etc
- Domestic Violence
- Criminal Activities

These are just some examples the Board of Directors will consider as written complaints for possible eviction. Other serious complaints maybe considered at the Board of Directors discretion.

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FORESTWOOD CO-OPERATIVE HOMES INC.

Schedule K
Trespassing Notice

Schedule K – Trespassing Notice is part of By-Law IV – Occupancy By-Law

Date _____

Name _____

Address _____

TRESPASSING NOTICE

Dear _____,

Pursuant to the Trespassing To Property Act, R.S.O. 1990, you are hereby notified that you are not to enter upon the lands or building owned or operated by Forestwood Co-operative Homes Inc., located at 1180 Forestwood Drive, 1186 Forestwood Drive, and 1190 Forestwood Drive, Mississauga, Ontario.

Failure to comply with this notice will result in your being charged with trespassing under Section 2 of the above stated Act.

Sincerely,

Property Manager of Forestwood Co-operative Homes Inc.

c.c. Peel Regional Police