

**PETERBOROUGH CO-OPERATIVE HOMES INC.
OCCUPANCY BY-LAW**

A by-law relating to the rights and obligations
of the CO-operative and it's resident Members.

BE IT ENACTED as a By-law of **PETERBOROUGH CO-OPERATIVE HOMES INC.**
(hereinafter called the "CO-OP") as follows:

WHEREAS the CO-OP has been formed for the purpose of providing accommodation to it's resident Members on a not-for-profit basis, and it's desire to set out the terms on which such accommodation will be provided and the rights and obligations of the CO-OP and it's resident Members to each other;

AND WHEREAS the CO-OP is a non-profit housing CO-operative in accordance with provisions of the CO-Operative Corporations Act (hereinafter called the "Act");

AND WHEREAS Member units in the CO-OP are governed by the CO-Operative Corporations Act and not by the Landlord & Tenant Act;

AND WHEREAS the Members of the CO-OP support the International CO-Operative Principles, and wish to reflect those principles in the Occupancy Agreement and it's application;

ARTICLE 1 - CO-OP'S RELATIONS WITH MEMBERS

1.01 Terms of Relationship

a) The relationship between the Members and the CO-OP and the terms of occupancy by Members of housing units in the CO-OP shall be governed by the By-Laws, Policies, Agreements and Rules and the Occupancy Agreement and the Articles of Incorporation of the CO-OP.

b) The Occupancy Agreement (Schedule "A" of this By-law) is hereby adopted as the Occupancy Agreement of the CO-OP. The Policies and other By-Laws of the CO-OP are hereby incorporated as Appendices of the Occupancy Agreement.

c) The CO-OP, it's Members and Officers, shall observe all the provisions of the Articles of Incorporation, the By-Laws, Policies, Agreements and Rules and the Occupancy Agreement and shall be bound thereby (whether

or not any particular Member has signed an Occupancy Agreement).

d) No one has any authority to commit the CO-OP to any term of occupancy or any agreement respecting occupancy except in accordance with this By-law.

e) The Members shall always, in good faith, endeavour to observe and to promote the CO-OPERATIVE purposes for the accomplishment of which the CO-OP was incorporated. The Members shall recognize and act always on their responsibility to contribute to the ongoing operation of the CO-OP.

1.02 Member and Non-Member Units

a) In accordance with the Act,

(1) every residential unit in the CO-OP is a "Member Unit" except where specifically designated otherwise by the Board, and only non-Members may reside in units designated as non-Member units, and the Landlord Tenant Act will apply to these units; Members may not live in non-Member units.

(2) the Landlord & Tenant Act does not apply to Member Units, whether or not there are non-Members occupying the units;

(3) the relationship between the CO-OP and occupants of non-Member units shall be governed by leases or contractual agreements between the parties and provisions of the Landlord & Tenant Act.

b) No person who is not a Member shall reside in a Member Unit, unless the Board has given permission and there is a Member occupying the unit who will be responsible for the non-Member.

1.03 Withdrawal from Membership

a) A resident Member may not withdraw from Membership in the CO-OP without terminating their occupancy in the CO-OP. If a Member serves notice of withdrawal from Membership pursuant to the CO-OPERATIVE Corporations Act, membership and occupancy rights shall terminate on the day that the Member ceases to occupy the unit.

- b) Members may not terminate their occupancy rights in the CO-OP without also withdrawing from membership in the CO-OP and delivery of notice of intention to withdraw from occupancy shall be deemed to be a notice of intention to withdraw from membership in the CO-OP on the day of termination of occupancy.
- c) Any Member who at anytime ceases to reside in the CO-OP, whether with or without written notice to the CO-OP, shall be deemed to have withdrawn from membership in the CO-OP as of the date on which residence in the CO-OP ceased.
- d) Any Member who has abandoned or vacated a unit, or is deemed to have abandoned a unit will be deemed to have withdrawn from membership in the CO-OP on the day of abandonment.

ARTICLE 2 - MEMBER'S RIGHTS

2.01 Occupancy

- a) A Member's rights of occupancy shall commence when all of the following things have occurred:
 - i) the Member has taken occupancy of a unit assigned to him/her by the CO-OP, on a date agreed to by the CO-OP; and
 - ii) the Member has signed an Occupancy Agreement with the CO-OP; and
 - iii) the CO-OP has received from the Member payment in full of the Membership Fee, and any Member Deposit, prepaid housing charges, Maintenance Guarantee or other charges which may be due prior to occupancy, as well as the first month's housing charge.
- b) A Member's right of occupancy shall be terminated only in accordance with the provisions of this By-law and the Act.

2.02 Exclusive Possession

Members of the CO-OP shall be entitled to exclusive possession of their unit, to use the common facilities together with other Members, and to the use of any parking spaces allocated to them, provided that they comply with the By-Laws, Policies and Rules and the Occupancy Agreement. The CO-OP shall permit them quiet enjoyment thereof in accordance with the By-Laws, Policies and Rules of the CO-OP.

2.03 Privacy

- a) Members shall be entitled to privacy within their units. Neither the CO-OP nor anyone on it's behalf shall enter any Member's unit except for the following purposes:
 - (i) emergency;
 - (ii) necessary repairs or maintenance of the unit;
 - (iii) annual or bi-annual unit inspections;
 - (iv) to show the unit when a Member has given notice of their intention to vacate.

- b) Where the CO-OP needs to enter the unit for emergency purposes it may do so without permission of the Member if the emergency justifies this.

- c) Where the CO-OP needs to enter a unit for the purpose of maintenance repairs or unit inspections, the CO-OP will arrange with the Members a mutually convenient time for entry. Where the CO-OP is unable to contact the Member, or to make arrangements with the Member within 5 days of initiating the matter, the CO-OP shall give 3 days written notice of intent to enter.

- d) The CO-OP may, on 48 hours written notice, enter a unit at any reasonable time to show the unit to prospective occupants if the Member has given notice of termination of occupancy, or if a resolution has been passed by the

Board terminating occupancy in accordance with the CO-OP's By-Laws.

2.04 Quiet and Safe Enjoyment (CO-OP's Obligations)

In accordance with the Act, the CO-OP shall not

- a) withhold or deliberately interrupt vital services to any Member Unit, (such as heat, water, electricity, etc.);
- b) substantially interfere with a Member's reasonable enjoyment of the Member Unit in an attempt to cause the Member to give up possession of the unit.

ARTICLE 3 - CONDUCT OF MEMBERS

3.01 Quiet and Safe Enjoyment (Member's Obligations)

Members shall behave in a fashion that does not prevent other Members from obtaining quiet and safe enjoyment of their unit and the CO-OP property, including but not limited to:

- a) not committing or permitting any nuisance, noise or activity that would unduly disturb other Members;
- b) not committing or permitting any act which might endanger the safety of other Members;
- c) not committing or permitting any illegal acts to be done within the unit or elsewhere in the CO-OP.

3.02 Member's Liability

All of the members within the unit are jointly and severally liable for the behaviour of all residents and animals owned by members and residents and for all visitors and their animals while on CO-OP property.

3.03 Private Residence

CO-OP units shall be used only as private residences, and for no other purpose except such other ancillary uses as may be approved by the Board of Directors.

No Member shall commit or suffer any activity in the

unit that contravenes statutory or municipal requirements and/or is not covered by the CO-OP insurance or the Member's own insurance.

3.04 Independent Living

- a) Members are required to be able to live independently and to take care of themselves, and/or to arrange for any care which they may require, without undue reliance or hardship on the CO-OP, its Members or staff.

- b) Failure by a Member to meet this requirement is grounds for termination of membership and occupancy rights, unless the Member meets the following conditions:
 - (i) the Member makes arrangements for care that are acceptable to the Board; and

 - (ii) the Member signs and obeys a written agreement relating to his/her conduct and/or care, if the Board requires it.

- c) For purposes of this section, the Board is not required to obtain medical or other expert advice, but the Board is required to act reasonably in the context of the particular situation.

3.05 Member Handbook

The Member Handbook is the property of the CO-OP and is provided to the Members as a readily accessible ongoing resource for their use. Members are required to maintain the handbook in good condition. The Member Handbook is to be returned to the Co-Op in good condition upon vacating the unit. If this is not done, a charge will be levied against the Member and shall be deducted from the Maintenance Guarantee as outlined in the Membership Policy. The amount of the charge shall be determined by the general members from time to time.

ARTICLE 4 - MAINTENANCE AND INSURANCE

4.01 Maintenance and Repair

a) Member's Responsibilities

(1) Members shall maintain their units in a reasonable state of cleanliness at all times, and shall comply with all requirements and standards of health authorities and other authorities respecting standards of cleanliness and maintenance. Members shall be responsible for the repair of damage to CO-OP property caused by their wilful or negligent conduct or that of persons, or any animals permitted on the property by them or others occupying or visiting their unit.

(2) Members shall observe the maintenance responsibilities with respect to their units and the common property of the project as set out in the Maintenance and Improvements Policy.

(3) Members shall not make any alterations or improvement to their units, or alter in any way the locking system, except in accordance with the Maintenance & Improvements Policy.

(4) Members shall report to the CO-OP promptly any condition in the unit or its equipment or in the CO-OP's property, which comes to the knowledge of the Member, and which may cause deterioration to the unit, equipment or building if not corrected.

(5) At the end of a Member's occupancy of a unit, the unit shall be left in good repair and in clean and tidy condition.

b) CO-OP's Responsibility

(1) The CO-OP may perform any of the maintenance or other obligations set out in this paragraph if the Member responsible does not perform them within a reasonable time in the circumstances. The Member shall be liable to reimburse the CO-OP for all

costs of such performance in accordance with the requirements of this By-law.

- (2) The CO-OP shall maintain the common areas of the CO-OP subject to such responsibilities respecting the common areas which Members may have in accordance with the CO-OP's Policies.
- (3) The CO-OP shall keep the unit, and other property of the CO-OP, and all the services and facilities of the CO-OP in a good state of repair and fit for habitation and in compliance with health, safety and maintenance and occupancy standards required by law.

4.02 CO-OP's Insurance

The CO-OP shall maintain insurance including, but not limited to the following:

- a) Fire and extended coverage in amounts required by any mortgage or lessor, or such greater amounts as the Board may reasonably determine;
- b) Boiler and Machinery insurance including liability to Members, Tenants and other persons on the property in such amounts as the Board may reasonably determine;
- c) General Liability insurance;
- d) Loss of Income insurance;
- e) Directors and Officers insurance; and
- f) any other insurance that the Board determines the CO-OP may need.

4.03 Member's Liability for Damage

- a) The Members of the CO-OP shall be liable to the CO-OP for any damage to the units or to any part of the CO-

OP's property if the damage is caused or contributed to by them, their family, their pets, guests and their pets, or invitees and their pets.

- b) The Members shall not permit anything to be done or kept in the unit that will increase the rate of insurance or liability for taxes of the CO-OP. If the rate of insurance or tax liability is increased because of the occupancy or use of the unit by a Member, or a Member of the household, the Member shall become liable for the additional insurance premium or taxes upon 15 days of written notice by the CO-OP.

4.04 Member's Insurance

Members are encouraged to obtain and annually maintain insurance for theft of or damage to property owned by them, and liability insurance for damage they may cause to the CO-OP's property or to others.

ARTICLE 5 - MEMBER'S CONTRIBUTIONS

5.01 Participation and Payments

Each Member shall make the following contributions to the CO-OP, where applicable:

- (1) lifetime Membership fee of \$5.00 per Member;
- (2) participation in the operation and activities of the CO-OP;
- (3) monthly housing charges;
- (4) Member Deposit and/or Maintenance Guarantee;
- (5) additional charges which may be payable because of the Member's breach of any of their obligations under this By-law or any other By-law, Policy, Agreement or Rule or Resolution duly passed at a meeting of the Members.

5.02 Participation

In addition to attendance at general member's meetings and the upkeep of the Member's unit, the Member shall

participate in the activities of the CO-OP in accordance with the requirements set out in the Member Involvement Policy.

5.03 Monthly Housing Charge

a) The monthly housing charge shall be set by the Members in accordance with Article 6 of this By-law. It shall be payable monthly, in advance, without deductions or any claim by the Member against the CO-OP.

b) At the time of initial occupancy, each household shall be encouraged to provide the CO-OP with a series of post-dated cheques for the housing charge payable, dated the first of each month up to and including the last month of the CO-OP's fiscal year, (November). Thereafter, one year's supply of post-dated cheques for the monthly housing charges may be provided to the office by each household at the start of each fiscal year.

c) The monthly housing charge shall include but not be limited to the following:

- . mortgage payments (principle and interest)
- . municipal taxes
- . electricity of common elements
- . heating of common elements
- . public liability insurance on the buildings and CO-OP assets
- . CO-OP administration
- . repairs and maintenance
- . sector support contributions
- . reserves
- . contingencies
- . and any other items duly approved by the Members in accordance with this By-law

d) The monthly housing charge shall not include the following, which the Member shall be responsible for paying on an individual basis:

- . insurance on contents of Members unit

- . personal liability insurance for Members
- . telephone
- . cable
- . utilities (heat/hydro)
- . water and sewage disposal service

5.04 Maintenance Guarantee

a) Members are required to pay a Maintenance Guarantee which shall be determined by the general members from time to time. The amount of the guarantee may be amended by a vote of the general members at a meeting duly called for that purpose.

b) This Maintenance Guarantee will normally be required prior to occupancy. In some cases, an instalment plan can be arranged between the incoming Member and the CO-OP.

c) The CO-OP shall be entitled to apply all or any part of the Maintenance Guarantee in payment for any or all of the following liabilities which may from time to time be owed by the Member to the CO-OP:

- (1) repairs or cleaning occurring at any time during the Member's occupancy or upon vacating the unit;
- (2) arrears of housing charges outstanding at the time the Member vacates the unit;
- (3) damages or expenses incurred by the CO-OP as a result directly or indirectly of the Member's occupancy and remaining unpaid at the time that the Member vacates the unit, whether such damage or expenses pertain to the Member's unit or other parts of the CO-OP;
- (4) utility charges payable on a unit as of the date on which the utility company reads the meter when the Member vacates the unit;
- (5) all other charges and/or expenses or debts owed by the Member to the Co-Op and remaining unpaid at

the time that the Member vacates the unit;

(6) a charge, as set out in the Membership Policies for failure to return the Member Handbook in good condition upon vacating the unit.

d) (1) When the CO-OP regains possession of a Member's unit, the Maintenance Guarantee shall not be returned to the Member until an assessment has been made as to whether any cleaning or repairs are required in the unit. This assessment shall normally be made within 10 working days of the CO-OP regaining possession of the unit.

(2) If no cleaning or repairs are required and the CO-OP is satisfied that there are no outstanding utility charges, the Maintenance Guarantee shall normally be returned within 30 working days after the CO-OP regains possession of the unit.

(3) When cleaning or repairs are required in the unit, or the privacy space assigned to the unit, the return of the Maintenance Guarantee less any sums of money which shall be due and owing by the Member to the CO-OP in accordance with the above will be delayed until the costs for the work involved have been determined, or until two months after the CO-OP regains possession of the unit, whichever comes first.

e) Because of the non-profit nature of the CO-OP, it shall not pay interest to the Members on the Maintenance Guarantee in order to avoid the necessity of increasing the monthly housing charges to cover the cost of that interest and the administrative expenses that would consequently arise.

5.05 Change of Unit

When a Member moves from one unit to another within the CO-OP, the housing charges and the Maintenance Guarantee with respect to the new unit shall apply as of the date that the Member takes possession of the new unit and shall be paid prior to the Member taking possession of the new unit.

All charges remaining outstanding with respect to the previous unit, including the cost of any repairs and/or cleaning that must be done to the previous unit by the CO-OP as a result of the Members occupancy, shall be paid in full by the Member prior to the Member taking occupancy of the new unit.

5.06 Subsidy

- a) Subsidy on a rent-geared-to-income basis (RGI) is available to Members in the CO-OP. The CO-OP administers the subsidy in accordance with the provisions of the CO-OP's Subsidy By-law II, and the Government guidelines. The basis for a Member's entitlement to subsidy is outlined in the Subsidy By-Law II and the Subsidy Policy and the Subsidy Procedures.
- b) The CO-OP shall ensure that the procedures for granting subsidy is procedurally fair, as required by the Act.
- c) The monthly housing charge which shall be payable by a Member receiving subsidy, is the full monthly market housing charge for the unit which they occupy, less any subsidy to which they are entitled.

5.07 Additional Charges

- a) Members shall pay promptly and in full all fines and penalties which may be levied against them by the CO-OP pursuant to any of the By-Laws or Policies of the CO-OP.
- b) If, as a result of the activities of a Member, or their pets, or someone for whom the Member is responsible under this By-law, or their pets, (whether or not there is a breach of this or any other By-law), the CO-OP becomes liable for any additional maintenance costs, insurance, taxes, charges or expenses, (herein called "Additional Charges"), the Member shall be liable for such Additional Charges and shall pay them to the CO-OP on demand.
- c) Additional Charges shall include but not be limited to fines and penalties as referred to above, bank charges, collection charges and legal fees between a solicitor

and his/her client, and any interest which may be payable on any outstanding amounts owed by a Member to the CO-OP.

- d) Additional Charges shall be deemed to be part of the Member's housing charge and shall be due and payable as of the first day of the month immediately following written notification and request for payment by the CO-OP.

All remedies available to the CO-OP for collecting housing charges and for failure to pay housing charges shall apply with regard to the Additional Charge.

5.08 Liability for Charges

- a) The monthly charges and the Maintenance Guarantee shall be required on a per unit basis. If more than one Member occupies a unit, whether or not they are Members of the same family or household, they shall each be liable for all charges jointly and severally. If any person ceases to occupy the unit, the remaining occupants shall continue to be liable for the charges applicable to that unit.

- b) Any arrangements for sharing expenses will be the responsibility of the Members and will not be binding on the CO-OP. If there is any arrangement for sharing expenses, one of the Members occupying the unit shall collect the contributions of each occupant and make one single monthly payment to the CO-OP.

5.09 Penalties for Default

Any failure by a Member to comply with any or all of the provisions of this or any other By-law and/or the Occupancy Agreement or any other Agreement or Policy or Rule of this CO-OP, shall constitute a default in the terms of the Occupancy Agreement and this By-law. The Member shall be liable to the CO-OP for all damages as well as any penalties, whether by way of fines or otherwise, which from time to time may be imposed by the

CO-OP for such default.

ARTICLE 6 - ESTABLISHMENT OF HOUSING CHARGES

6.01 Established by Members

Monthly housing charges and any changes thereto, shall be considered and established annually or more frequently by a majority vote of the Members at a general members meeting duly called for that purpose. Existing charges shall continue until a change is approved by a vote of the Members in accordance with the By-Laws of the CO-OP. Units of the same type and number of bedrooms shall have the same monthly housing charges.

6.02 Budget Meeting

The Board shall annually cause to be prepared a budget for the upcoming fiscal year, showing the estimated total expenses of the CO-OP (including contingency allowances and replacement reserves) and showing all anticipated revenues and charges proposed for each unit. The annual budget shall be submitted to the general Membership for approval at a meeting duly called for that purpose at least 60 days prior to the start of the new fiscal year.

6.03 Notice of Proposed Budget

In addition to any other notice of the budget meeting required by the By-Laws, at least 10 days prior to the meeting there shall be delivered to each unit a copy of the proposed budget, including the proposed charges for each unit, together with any alternatives which may be under consideration.

6.04 Commencement of Changed Housing Charges

Unless otherwise determined by the Members by a majority of the votes cast at the budget meeting, no change in housing charges or other charges shall take effect until at least 60 days after such change is approved by the Members. Notice of the change applicable to that unit shall be delivered to each unit as soon as possible

after the meeting.

6.05 Further Change in Housing Charges or Budget

If, during the fiscal year, the Board believes that a further change in the housing charges or budget or both is necessary, a general meeting of the Members shall be called for the purpose of considering such change. Prior to the meeting, the Board shall prepare a revised budget, and shall circulate it to the Members together with a copy of the approved budget and a statement showing the necessity for the change, and notice shall be given to the Members in the manner set out above.

Any changes must be approved by a two-thirds majority vote of the Members at a general members meeting and shall take effect only in the manner as set out above.

ARTICLE 7 - OCCUPANCY

7.01 Occupancy by Members Only

Where a unit has been allocated to a Member or Members, no person other than the Member or Members shall occupy the unit except as provided herein.

7.02 Persons Under 18 Years

- a) Notwithstanding any other provisions of this By-law, persons under 18 years of age may occupy a unit as part of a Member's household.
- b) Upon turning 18, such persons may apply for full Membership in the CO-OP and if accepted, shall sign an Occupancy Agreement.

If not accepted as a Member, they will be considered Long Term Guests and they may continue to reside with their family. Each of the Members occupying the unit shall continue to be jointly and severally responsible to the CO-OP for their behaviour within the CO-OP and the provisions of section 7.04 shall apply.

- c) If they are still resident in the CO-OP two years

following the initial application for Membership, they may apply again for Membership. If not accepted as a Member, the conditions outlined above shall continue to apply.

- d) Persons aged 16 to 18 who are resident in the CO-OP may apply if they wish to do so. If they are not accepted for Membership the above terms shall apply.

7.03 Guests

a) Members shall not have any guests in their unit for a period of more than 30 days without the written permission of the Board. Permission shall not be unreasonably withheld.

b) If a person who has already been a guest leaves the CO-OP and then wishes to return, the Member shall apply to the Board for permission prior to the guest returning.

- c) If permission is refused, the guest shall cease to occupy the unit on such date as the Board may determine and any continued occupancy after that date shall be considered a default of this By-law and the Occupancy Agreement by the Member occupying the unit.

7.04 Long Term Guests

a) Members are required to ensure that any person (other than those described in paragraph 7.02 above) who is proposing to reside with a Member permanently or on a long-term basis (such as spouse, adult relative or live-in babysitter) shall apply for and obtain Membership or Long Term Guest status in the CO-OP before taking residence in the CO-OP.

- b) Where a person has applied for and been refused Membership in the CO-OP, or where the Board considers it appropriate, the Board may grant Long Term Guest status on such terms as it may consider appropriate. In such circumstances the person may reside in the unit with the Member while the Member continues to occupy the unit.

- c) Each of the Members in the unit shall be jointly and severally liable to the CO-OP for the conduct, acts and omissions of the Long Term Guest within the CO-OP.

If the Board at any time determines that the Long Term Guest has breached the CO-OP's Policies or By-Laws, it shall notify the Member occupying the unit and shall require that the Member responsible ensure that their guests comply with the Board's directive.

Failure by the Member to ensure that the guests comply with the Board's directive appropriately shall be considered to be a default of this By-law and the Occupancy Agreement.

- d) The Board may terminate the status of a Long Term Guest at any time if they believe on reasonable grounds that the CO-OP's Policies or By-Laws have been breached.

Failure by the Member to ensure that the Long Term Guest ceases to reside in the CO-OP as required, shall be a default under this By-law and the Occupancy Agreement and is grounds for termination of membership and occupancy rights.

- e) (i) Where any guest or other adult person resides in the CO-OP for more than 60 days within a calendar year, whether or not such a person has been approved as a Long Term Guest by the Board, their income shall be included in the total gross household income for the purpose of establishing subsidy eligibility, unless the Board considers that it is appropriate to exclude income on the basis of the principles outlined in the Subsidy By-Law II.

- (ii) Failure by the Member to provide satisfactory verification of the income of a guest, Long Term Guest, or other resident when required to do so by the CO-OP, may result in termination of subsidy.

- f) For the purpose of determining unit eligibility based on household size, Long Term Guests shall not be considered permanent residents as defined in the Membership Policy.

g) Long Term Guests have no occupancy rights or other rights in the CO-OP and are required to move out of the CO-OP on or before the Member ceases to occupy the unit.

7.05 Removal of Guests or Long Term Guests

In accordance with the Act, the grounds and procedures for removal or eviction of anyone from a Member Unit, whether a Guest, Long Term Guest or otherwise, shall be in accordance with the provisions of the CO-Operative Corporations Act and not the Landlord and Tenant Act.

7.06 Sharing of Accommodation

No Member shall have any person sharing the unit with them (except as permitted above) unless such person has applied for Membership in the CO-OP and has accepted and allocated the unit on a sharing basis. If accepted, such person must sign an Occupancy Agreement. If any such person occupies a unit without applying for Membership, or after having been refused Membership, they shall cease to occupy the unit on such date as the Board may determine. Any continued occupancy after that date shall be considered a default by the Member occupying the unit.

7.07 Shared Expenses

To implement the not-for-profit policy of the CO-OP, any arrangements for sharing expenses with a guest or other person occupying the unit, or amongst Members occupying the unit, shall distribute expenses on a fair, reasonable and equitable basis and shall not directly or indirectly permit a profit to any Member, or relieve any Member from paying a fair share of the expenses.

7.08 Temporary Absences

- a) No unit shall be left unoccupied for more than one month without prior written notification to the Board.
- b) No unit in the CO-OP shall be permitted to be unoccupied

by a Member for an aggregate period of more than three months in any twelve month period.

- c) The Member's obligation to the CO-OP with regard to payment of monthly housing charges and any other charges shall continue in full force and effect throughout the period of such absences.
- d) Under no circumstances shall the Member permit the unit to be occupied by a non-Member during his/her absence unless the Board has given prior written approval.

7.09 No Subletting

No Member may sublet, assign, underlet or part with possession of his/her unit. Boarders are not permitted.

7.10 No Profit

- a) In accordance with the Act, no person shall receive compensation for giving up possession of a unit or for another person's use of a unit in the CO-OP.
- b) In accordance with the Act, any person who receives compensation in contravention of (a) above, shall be required to give the money or an equivalent amount of money to the CO-OP.

7.11 Death of a Member

- a) (i) The rights of occupancy granted to the Member by the Occupancy Agreement and this By-Law shall cease on the death of the Member and shall not vest in the heirs, executors, administrators, legal representatives, legatees, assigns or distributees of the Member (unless one or more of the above-mentioned people is already in the unit as a Member).
- (ii) All charges outstanding by the Member to the CO-OP at the date of the death of the Member shall become a charge upon the estate of the

Member.

- b) Notwithstanding the above, where a deceased Member is survived by children under the age of 18 years, or persons over the age of 18 who are mentally or severely physically handicapped who had occupied the unit as Members of the deceased household, such children may continue to occupy the unit provided that any guardian (or other adults) in whose care they will reside, shall have applied and been accepted for Membership in the CO-OP.

If the guardian or caregiver is not accepted for Membership in the CO-OP, the Board may, at its discretion, permit the person to reside in the CO-OP with the children for up to a maximum of 6 months after the death of the Member.

- c) On the death of a Member , the spouse or children of the Member over the age of 18 years who are already Members in good standing of the CO-OP may continue to occupy the unit.

7.12 Change in Household Size

The minimum and maximum number of persons permitted in each of the CO-OP's unit types shall be set out in the CO-OP's Membership Policies outlined in the Occupancy Agreement.

ARTICLE 8 - TERMINATION OF OCCUPANCY AND MEMBERSHIP

8.01 Termination by Member by Notice

- a) A Member may terminate occupancy in the CO-OP by giving a minimum of 70 days notice in writing, with the notice to be effective on the last day of a calendar month.

(Example: Notice to vacate on June 30th must be given 70 days prior to June 30th give notice on April 21st)

The Member's liability for housing charges shall continue to that date whether or not the appropriate notice is given, and/or the Member ceases to occupy the unit prior to that date.

The Member's right to occupy a unit in the CO-OP shall terminate on the date indicated in the notice.

- b) Where a Member has given notice and the CO-OP has allocated the unit to someone else, the Member may not subsequently withdraw notice.
- c) The Member's rights and obligations shall remain in full force and effect until the effective day of the notice. If the Member vacates the unit in accordance with the notice, the Member's obligations to the CO-OP shall end, but any outstanding liabilities to the CO-OP whether financial or otherwise, which exist on that date, shall continue until paid or fulfilled.
- d) (i) If the Member fails to vacate the unit on the date indicated in the notice, the CO-OP may apply for a Writ of Possession and take such other proceedings as the Board may see fit against the Member, without the necessity of complying with Article 8 herein.

(ii) The Member's obligations to the CO-OP shall continue until such time as the Member vacates the CO-OP and all outstanding and/or accruing financial liabilities shall continue until paid.

8.02 Termination by CO-OP

a) The Board may terminate a person's membership and occupancy rights in the CO-OP for any of the following reasons:

- (1) the Member is in default of, or has been repeatedly late in, payment of monthly housing charges or other charges payable under the

By-Laws, Policies, Agreements or Rules of the
CO-OP;

- (2) the Member or a person for whom the Member is responsible, has, in the opinion of the Board, substantially or repeatedly interfered with reasonable enjoyment by other Members of the use of their units contrary to the provisions of this By-law and the Occupancy Agreement;
- (3) the Member has, in the opinion of the Board, substantially or repeatedly failed to observe the maintenance and repair responsibilities as set out in this By-law and the Occupancy Agreement;
- (4) the Member has caused or permitted undue damage to the property or any part thereof, whether by the wilful or negligent act of the Member or their pets, or any person or animals whom the Member permits on the project or any part thereof;
- (5) the Member fails to participate in the activities of the CO-OP in such a manner as to support the objectives of the CO-OP, as required by the Member's Occupancy Agreement;
- (6) the Board believes on reasonable grounds that the Member or a person for whom the Member is responsible exercises or carries on, or permits to be exercised or carried on, in or upon the property or any part thereof, any illegal act, trade, business, occupation or calling;
- (7) the Member acts in any way that is detrimentally affecting or will detrimentally affect the ability of the CO-OP to provide decent housing at affordable rates for the Members of the CO-OP in a safe, healthy, clean environment;
- (8) either before or after commencing occupancy the Member has provided false information or omitted to provide information to the CO-OP for the

purpose of obtaining a benefit to which they would otherwise not be entitled;

- (9) the safety or bonafide lawful right, privilege or interest of any other Member of the CO-OP is or has been seriously impaired by an act or omission of the Member or a person permitted on the property by the Member, where such act or omission occurs in the property or its environs;
- (10) the unit is destroyed or damaged by fire or other casualty and the CO-OP exercises its rights under this By-law to terminate membership and occupancy rights;
- (11) the unit is abandoned;
- (12) the Member has committed any other breach or breaches of the obligations under this By-law, the Occupancy Agreement or any other By-Laws, Policies or Agreements of the CO-OP and the Board feels that such breach or breaches is serious enough to warrant termination of occupancy;
- (13) such other grounds as may be contained in the By-Laws, Policies and Agreements of the CO-OP.

8.03 Procedure for Termination by CO-OP

- a) Membership and occupancy rights may be terminated only by a majority decision of the Directors present at a duly constituted meeting of the Board. Membership rights will terminate automatically on the Member ceasing to reside in the CO-OP.
- b) The Board may not terminate a Member's occupancy and membership rights unless written notice has been delivered to the Members unit at least 10 days prior to a meeting of the Board at which the decision to terminate the Member's occupancy and membership rights is to be considered. The notice shall:
 - (1) identify the unit;
 - (2) specify the breach or default complained of;

- (3) require the Member to remedy the breach if it is capable of remedy; or to make compensation in money for the breach if it may be compensated for in money;
 - (4) set out the proposed eviction date;
 - (5) set out the time and place for the meeting;
 - (6) indicate that the Member shall have a right to appear and make submissions at the meeting and may be accompanied by counsel or some other person;
 - (7) indicate that the Member can appeal a decision to evict to a general meeting of the Members;
 - (8) indicate that if the Member does not vacate the unit, the CO-OP may seek a court order for eviction, and the Member may also be required by the Court to pay the CO-OP's legal costs;
 - (9) be signed by a Director of the CO-OP.
- c) The Board may authorize the Co-ordinator or senior staff person to sign the Notice in specific instances where a Director is not available to sign. In that case the authorization shall be given by the Board at the meeting where the decision is made to issue the Notice.
 - d) Such notice may be in a form entitled "Notice of Proposed Termination", attached as Schedule "B". This notice shall be served to the Member at least 10 days prior to the meeting.
 - e) If the Board is of the opinion that any of the causes set out in paragraph 8.02 above exists, and the Member has not remedied or compensated for the breach in accordance with the notice, or it is a repeated breach, the occupancy and membership rights of the Member may be terminated by resolution passed by a majority of those present and voting at the meeting.
 - f) The termination of occupancy and membership rights shall

be effective at the date specified in the resolution.
The date to be specified in the Notice of Termination
will be the following number of days after the Board
meeting:

- (i) Ten days if the Member is in arrears;
- (ii) Ninety days if the Member's household size does not meet the CO-OP's occupancy standards as set out in the Membership Policy;
- (iii) Between ten and sixty days for all other reasons. The period shall be decided by the Board based on the severity of the grounds.

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

g) The Board may decide either:

(i) that the Board will terminate (or not proceed with) eviction or other contemplated legal proceedings if the Member pays the arrears or performs other appropriate remedies by a specified time, or

(ii) payment of arrears or the performance of any other remedies by the Member will not halt or cancel any eviction or other legal proceedings that are underway.

h) If the Board decides to evict a Member, it must give the Member a written eviction notice within five days after the meeting. This notice must be signed by the Corporate Secretary or any Director or by the senior staff person.

i) The decision may be made in the form entitled "Board of Directors Eviction Decision", attached as Schedule "C".

j) The eviction notice may be in a form entitled "Notice to Vacate", attached as Schedule "D".

- k) Both of the above notices shall be served on the Member at the same time.

8.04 Legal Proceedings

- a) If the Member fails to vacate the unit on the day of termination or if it appears likely that the Member will not so vacate, the CO-OP may apply for a Writ of Possession against the Member. The CO-OP may also sue the Member for any monies owing by the Member to the CO-OP, and may pursue any other legal remedies against the Member that the CO-OP may have. The Board does not have to wait for the eviction date to start legal action.

- b) In accordance with the Act, the CO-OP shall not have the right to seize the goods and chattels of any Member and none of the Member's property shall be subject to levy by distress for arrears of housing charges or other compensation.

- c) Unless a Member consents, or the unit has been abandoned, the CO-OP shall not regain possession of a unit except under authority of a Writ of Possession or other judicial process.

8.05 Appeal to General Members

- a) A Member may appeal to the general membership against any Board decision to evict, and the decision is suspended until the appeal is disposed of or abandoned.

- b) To appeal, the Member shall give the CO-OP written notice within seven days of when the Board delivers notice of its decision to the Member.

- c) The general meeting at which the appeal is to be dealt with shall be at least fourteen days after the notice of appeal is received by the Board.

- d) The Member may submit a written statement of up to

5,000 words with the notice of appeal and the Board shall distribute it to every Member, provided that, such written statements shall comply with the requirements of the Act.

- e) The Member can appear, be represented by an agent or lawyer, and make submissions to the general meeting.
- f) The appeal is decided by a majority vote. The Board's decision may be confirmed, overturned or changed. It is automatically confirmed if the meeting does not pass a motion to overturn or change it if there is no quorum.
- g) If the appeal is unsuccessful, the Member will be evicted five days after the meeting or on the date stated in the notice to vacate, whichever is later. However, the member's meeting can set a later date for eviction.

8.06 Performance Agreements

- a) The Board may choose to enter into a performance agreement with the Member.
- b) The performance agreement may state how the Member will:
 - (i) carry out obligations in the future;
 - (ii) correct any past problem;
 - (iii) compensate the CO-OP for any losses.
- c) The Board shall determine the terms of the Performance Agreement and may authorize an employee or director to sign the agreement on their behalf.
- d) The Board may use the Performance Agreement as set out in Schedule "E" of this By-law.
- e) (i) In accordance with the Act, entering into a Performance Agreement does not cancel or terminate any proceedings for termination of occupancy or membership rights.

(ii) If the Member complies in full with the terms of the Performance Agreement, any proceedings to terminate the Membership and occupancy rights shall be cancelled.

(iii) If the Member does not comply with the terms of the Performance Agreement, the Board may continue with the proceedings to terminate membership and occupancy rights.

f) 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.

8.07 Notices Regarding Termination

If a notice or other document relating to the termination or proposed termination of membership and occupancy rights is required to be given to or served on a person occupying a member unit and it cannot be given or served by reason of the persons absence from the unit or by reason of the person evading service, it may be given or served,

- a) by handing it to any apparently adult person at the unit;
- b) by posting it in a conspicuous place on some part of the unit; or,
- c) by sending it by registered mail to the person in the unit.

8.08 Adherence to By-law

In accordance with the Act, the CO-OP shall have no right to terminate the occupancy rights of a Member or to re-enter the premises unless the provisions of this By-law have been adhered to.

8.09 Abandonment

- a) If a unit has been abandoned, the CO-OP may enter the unit and allot it to another Member, or rent it, and any

losses or costs resulting to the CO-OP shall be the responsibility of the abandoning Member.

- b) A unit shall be deemed abandoned if for a period of one month no housing charge has been paid, and there is no explanation or communication with the CO-OP about this and reasonable inquiry indicates that the person is not in the unit and no one has been seen or entering the unit.

ARTICLE 9 - MISCELLANEOUS

9.01 Notices

- a) Wherever the CO-OP Agreement or this By-law or the Rules of this CO-OP require that notice be give, such notice shall be given in writing.
- b) (i) In the case of notice to the Member, such notice shall be sufficiently given if handed personally or left with the Member, or left in the mailbox, slipped under the door, posted to the front door of the Member's unit, or sent by registered mail to the Member at his/her unit.

(ii) Except with regard to notices relating to termination of membership and occupancy rights or evictions, it shall be sufficient delivery to all Members occupying the unit if one notice is given to the unit.
- c) Notice to the CO-OP may be sent by registered mail to the CO-OP's mailing address, or may be hand delivered to the CO-OP office.
- d) When a notice is sent by registered mail it shall be deemed to have been delivered on the fourth day after mailing.

9.02 Policies and Agreements

- a) (i) Wherever this By-law refers to a Policy of the

CO-OP, such a Policy shall be adopted or changed only in the same manner as the Occupancy Agreement may be amended.

(ii) If, at the day of passing hereof, or at any other time, any of the Policies referred to in this By-Law or Occupancy Agreement is not in existence or has not yet been named or developed or adopted, any reference to such Policies shall be taken as reference to the resolutions or decisions made by the Board or the Members from time to time, dealing with the matters covered by such Policy.

b) The Occupancy Agreement and other Agreements and Policies of the CO-OP shall come into force only after being passed by a resolution of the Board and confirmed by a majority of votes cast at a meeting of Members duly called for that purpose and may be amended only in the same manner and by the same majority. Written notice of the meeting and its purpose shall be served on all Members at least 10 days prior to the meeting.

9.03 Errors or Omissions in Procedures or Notices

a) A minor error or omission in any action taken or notice given will not affect any decision made by the Board and/or the Members. A Member can accept any minor defect in the CO-OP's procedures. The Member can do this in writing, orally or by not objecting at the appropriate time.

b) No failure by the CO-OP to enforce any of its rights, of any particular breach or default, shall prevent the CO-OP from insisting on its rights with respect to any other continued breach or default.

9.04 Amendment

This By-law shall come into force only after being passed by a resolution of the Board and confirmed by a two-thirds

majority of the votes cast at a meeting of the Members duly called for that purpose, and may be amended only in the same manner and by the same majority. Written notice of the meeting and its purpose shall be served on all Members of the CO-OP at a reasonable time prior to the meeting and in any event no less than 10 days prior to the meeting.

9.05 Relationship with Mortgagee

- a) The rights granted to Members in this By-law shall be subject and subordinate to all mortgages or ground leases which are now existing on the CO-OP's property or which may be duly entered into in the future by the CO-OP.
- b) The Members shall sign any documents which the CO-OP or any lender may deem necessary or desirable to give effect to this paragraph. The CO-OP shall have the right to sign any documents for this purpose on behalf of the Members.
- c) The Members shall be deemed to have waived and shall not have any rights to notice of any default or notices of foreclosure or other legal action on any such ground lease or mortgage. The CO-OP shall be the agent of each Member to receive and accept such notice on the Members behalf, if such notice is necessary.
- d) The CO-OP, on receipt of any notice of substantial default or legal proceedings shall forthwith notify the Members.

9.06 Priority

This By-law shall have priority over every other By-law of the CO-OP except the Organizational By-law. Wherever there is a conflict between any documents, the order of priority shall be as follows: (1) The Co-Operative Corporations Act; (2) the CO-OP's Articles of Incorporation and any

Amendments thereto; (3) the Organizational By-law; (4) the Occupancy By-law; (5) other By-Laws of the CO-OP; (6) the CO-OP's Policies; (7) the CO-OP's Procedures.

PASSED by the Board and sealed with the corporate seal of Peterborough Co-Operative Homes Inc. on this thirteenth day of January, 1998.

CONFIRMED by two-thirds of the votes cast at a general meeting of the Members, on this twenty-first day of January, 1998.

Changes made (as attached) and confirmed by two-thirds of the votes cast at a general meeting of the Members, on the 27th day of March 2011.