

Old Grace Not-for-profit Housing Co-operative Ltd.  
200 Arlington Street, Winnipeg MB R3G 0W6

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# **OCCUPANCY RULES**

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## **Concerning the Rights and Obligations of the Co-op and the Members**

Passed by the Board of Directors on November 18, 2017

Confirmed by the members on November 22, 2017

With all amendments approved by members up to June 10, 2020

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## Article 1: About this Document

### 1.1 Introduction

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

### 1.2 Priority of these Rules

#### a) References to the Cooperatives Act of Manitoba

The *Cooperatives Act of Manitoba* governs the co-op's structure and administration. The *Cooperatives Act of Manitoba* has priority over the co-op's By-laws if there is a conflict. Parts of the Act have important regulations about occupancy that are not in these Rules.

#### b) References to OGHHC By-laws

Some parts of these Rules refer to the co-op's By-laws. The By-laws have priority over these Rules if there is a conflict.

#### c) Conflict with other co-op policies

These Rules have priority over other co-op policies if there is a conflict. Rules passed after these Rules can amend or add to the current Rules, but they have to specifically state this.

#### d) No unauthorized commitments

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

### 1.3 Laws about occupancy

#### a) Main laws

In addition to The *Cooperatives Act of Manitoba*, the co-op's By-laws and these Rules, certain laws affect occupancy at the co-op. These include the following laws and government requirements.

- A. The *Personal Information Protection and Electronic Documents Act (PIPEDA)* has regulations about privacy of personal information that are not in these Rules.
- B. The *Manitoba Human Rights Code* has important regulations about housing that affect the co-op's operations.
- C. The co-op has received funding from the province of Manitoba, and has to comply with the terms of its Financial Assistance Agreement.

#### b) Changing the Rules

If any part of these Rules breaks any laws, the board of directors will pass amendments to correct the situation and submit them to the membership for approval. This could happen if there are changes in provincial or federal laws or new interpretations of existing laws.

## 1.4 Occupancy Agreement

The Occupancy Agreement is a summary of these Rules. It includes Appendices that have to be signed at the same time.

- **Appendix A: Unit Charges.** This Appendix applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when housing charges change.
- **Appendix B: Housing Charge Subsidy Terms.** If the member receives housing charge subsidy, this document has to be signed at the same time as the member signs the Occupancy Agreement.

### a) Signing

The Occupancy Agreement must be signed by all co-op members who will occupy the unit when their residency in the co-op begins. The Appendices must be signed by all members as well as any non-member occupants 18 years old or older.

### b) Government requirements

To meet government requirements, the Appendices to the Occupancy Agreement can be changed by the board of directors without amending these Rules.

### c) Occupancy Agreement applies

The co-op and the members must obey these Rules, including the Occupancy Agreement and Appendices, even if a particular member has not signed an Occupancy Agreement or Appendix.

### d) Special requirements

Some parts of these Rules only apply to certain members. Both the co-op and those members must obey them. Examples are Performance Agreements and the Rules dealing with housing charge subsidy.

## 1.5 Special meanings

### a) Business day

Any day that is not a Saturday, Sunday or public holiday.

### b) Child

A child or foster child (less than 18 years of age) of the householder(s), as declared by the householder(s). The child or foster child live(s) full time or part time in the unit with their parent(s) or foster parent(s).

### c) Dependent

An adult (over 18 years of age) who is dependent on the householder(s) and who lives in the unit of the householder(s) on a full or part time basis.

### d) Eviction

The *Cooperatives Act of Manitoba* and its Regulations use words like “terminating membership and occupancy rights” or “terminating occupancy rights.” In these Rules these actions are also referred to using words like “evicting the member” or “eviction.”

### e) Government requirements

“Government requirements” means the laws, regulations or agreements with government bodies that apply to co-operatives. These include the ones stated in Section 1.3 (laws about occupancy).



**f) Household**

A housing unit, occupied by one or more members of the co-op, their minor children or adult dependents, and guests.

**g) Householder(s)**

Members of the co-op who have purchased the additional member shares required for occupation of the unit allocated to them.

**h) Housing charge subsidy**

“Housing charge subsidy” in these Rules means rent supplement, rent geared-to-income subsidy, or any other subsidy for housing charges, or any income-based or similar reduction in housing charges.

**i) Housing charges**

In these Rules “housing charges” means all charges that the co-op requires of members or that members owe the co-op.

- “Full monthly housing charges” means the housing charges calculated monthly, before deducting or crediting any housing charge subsidy.
- “Subsidized monthly housing charges” means the full monthly housing charges, after deducting or crediting any housing charge subsidy.

**j) Legal action**

A “legal action” under these Rules includes an appeal to the Registrar of Cooperatives or to the courts.

**k) Long-term guest**

A person staying in a household for a period exceeding three (3) cumulative months in a twelve (12) month period, and who may or may not be a co-op member. A long-term guest may or may not be related to a member. Home stay students are deemed to be long-term guests for the purposes of this policy, regardless of their length of stay with the householder(s).

**l) Member**

A person at least 18 years of age who has been approved for co-op membership by the board of directors, and who has purchased one (1) member share (see *OGHC By-laws, Section 6.01*).

**m) Notice to Appear**

A written request to a co-op member from the board of directors to attend a special board meeting. At this meeting, the board considers terminating the member’s occupancy rights, for cause. The Notice to Appear states the date, time and place of the board meeting. Documents detailing the grounds for eviction are included.

**n) Performance Agreement**

A formal agreement between a co-op member and the board of directors in which the member agrees to remedy behaviour identified by the co-op as problematic. The Performance Agreement may relate to housing charge arrears (also called an “Arrears Payment Agreement”) or to other types of breaches of the Occupancy Agreement.

**o) Property manager**

An individual or company hired by the board of directors to manage tasks delegated by the board, in accordance with the Property Manager's job description. The board or property manager may authorize other staff members to perform some of the property manager's duties mentioned in these Rules.

**p) Short- term guest**

A person staying in a household for a maximum of three (3) cumulative months during a twelve (12) month period, inclusive of all visits. The person may also be referred to in these Rules as a "casual guest".

**q) Staff**

"Staff" refers to employees of the co-op and/or the property management company, and other contractors and their employees.

**r) Suite**

When referring to a member's residence, both the terms "suite" and "unit" are used in these Rules.

**s) Sub-occupant(s)**

A person or persons occupying a unit in the temporary absence of the householder(s) from the co-op. The person may be described as a pet-sitter, house-sitter or renter.

**t) Subordinate**

Ranking beneath, having lower priority.

**u) Year**

When these Rules refer to a "year", it means a consecutive twelve-month period. This is not necessarily a calendar year. The co-op decides what twelve-month period to use in each case.

## **1.6 Summary of time requirements**

**Attachment A** at the end of these Rules is a summary of the time requirements for some actions by the co-op, as required under the Rules, the co-op's By-laws, and the *Cooperatives Act of Manitoba*. In case of conflict, the Rules or other original documents have priority over **Attachment A**.

## **Article 2: Members Rights**

### **2.1 Use of a unit and the co-op's facilities**

The co-op gives members the right to:

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

The co-op's By-laws, Occupancy Rules and policies limit members' rights.

## **Article 3: Members' Contributions**

### **3.1 Housing charges**

Members' housing charges pay the costs of operating the co-op. These costs include mortgage payments; municipal taxes; utilities; insurance; cleaning and maintenance of common areas; equipment inspections and routine repairs; maintaining required reserves and contingency funds; administrative expenses and other items duly approved.

#### **a) Monthly housing charges**

Each member must pay the co-op monthly. Total charges are made up of:

- the full monthly housing charge for the member's unit, less any housing charge subsidy
- the Co-op Amenities Charge
- parking space charge, if applicable
- co-op internet service, if applicable
- other monthly charges that members must pay under any of the co-op Rules.

#### **b) Not included in housing charges**

Housing charges do not include the following costs to a member:

- use of co-op laundry (charge per load)
- cable television charges
- landline telephone service
- internet service (through an alternate provider)
- security service for member's unit
- personal liability insurance for member and household (provided through tenant's insurance)
- insurance on the member's personal property (provided through tenant's insurance)

#### **c) Other charges**

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

- the co-op's administrative fee for a late payment
- the co-op's administrative fee for a failed payment
- reimbursement of the co-op's financial institution charge for failed payments
- other charges that members must pay under any of the co-op's Rules.

#### **d) Adjusting items in housing charges**

In order to change the items that are included in monthly housing charges, these Occupancy Rules have to be amended. This requires majority approval by the resident members.

### **3.2 Housing charges are per-unit**

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

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

### **3.3 Housing charge subsidy (rent supplement)**

Members who receive a housing charge subsidy from Manitoba Housing owe the co-op the full monthly housing charges, less the subsidy. If the co-op does not receive the subsidy funds, members must pay the full monthly housing charges. Members who receive a housing charge subsidy are responsible for providing Manitoba Housing with information regarding their household size and income, when requested.

### **3.4 Other charges**

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

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

This applies even if no co-op rule has been broken. Examples include debt collection charges or the cost of repairs to the member's unit, or to co-op property.

### **3.5 Payment of housing charges**

#### **a) Time of payment**

Housing charges are due each month on the first day of the month.

#### **b) Pre-authorized payment**

Members are expected to pay their housing charges by pre-authorized debit. Alternative arrangements can be made with the property manager.

### **3.6 Member involvement**

Members are expected to participate in the governance of the co-op by attending the annual general meeting and all other general members' meetings. Members are expected to contribute to the maintenance of the common areas of the co-op and to take part in other co-op activities (see *OGHC House Rules – Member Involvement*).

## **Article 4: Setting Housing Charges**

### **4.1 The board of directors set the full monthly housing charges**

The full monthly housing charges are set by majority vote of the board of directors, as part of the budget approval process. The board does this annually or more often as needed.

As a policy decision, the board has determined that the co-op's monthly housing charges will not exceed the Manitoba Housing Affordable Housing Rental Program Rents. These rents are based on median market rents for similar-sized units in the City of Winnipeg, and are adjusted annually by Manitoba Housing.

### **4.2 Annual budgets**

#### **a) Operating budget**

Each year the board of directors will hold a general informational meeting in order for members to consider and discuss the operating budget proposed for the next fiscal year. The operating budget must contain:

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

#### **b) Capital budget**

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

- the proposed capital expenses
- the proposed source of funds
- the effect of the proposed expenses on the co-op's capital reserve
- the effect of the proposed expenses on the co-op's future operating budget
- the estimated timeline for the capital expenses.

#### **c) Approval by directors**

Majority approval of an operating budget or capital budget by the board of directors authorizes the board to spend money as stated in the budget.

### **4.3 Notice of proposed budget**

A general informational meeting to consider the proposed budget and proposed housing charges will receive the same notice that must be given for a special meeting of the members, as required by the co-op By-laws. A copy of the proposed budget must be delivered to each unit at least five (5) business days before the informational meeting. This must include details of the full housing charges for each type of unit.

#### **4.4 Changes in housing charges**

##### **a) Beginning of changed housing charges**

Any change in the full monthly housing charges will normally begin on the first day of the third month after the board of directors has approved the finalized budget.

##### **b) Notice of change**

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

#### **4.5 Mid-year change in housing charges**

The board of directors may decide that there should be a change in the budget and/or housing charges during a fiscal year. If so, the board will prepare a budget or statement showing the reason for the change and present it to the members at a general informational meeting. Notice of the meeting will be given according to Section 4.3 of these Rules, and the change in housing charges will be implemented according to Section 4.4.

## Article 5: Members' Units

### 5.1 Maintenance and repair

#### a. Responsibility of the co-op

- The co-op will provide each unit with a stove, refrigerator, and combination range hood/microwave oven in good working order (fully accessible units are not provided with microwave ovens).
- The co-op will ensure that members' units are in a good state of repair on move-in and meet all legal health, safety and maintenance standards.
- The co-op will carry out annual inspections of members' units to ensure that any problems that arise with fixtures and fittings, or appliances, are addressed in a timely manner.
- The co-op will ensure that the co-op property, grounds, common areas and facilities are well-maintained.

#### b. Responsibility of resident members

- Residents must keep their units reasonably neat and clean. The units must at all times meet the standards of cleanliness and maintenance required by public health regulations. These include, but are not limited to, garbage disposal, and control of pests. The *OGHC Maintenance and Repair Policy* contains detailed information about residents' maintenance and repair responsibilities.
- Residents must keep their unit appliances clean and report any operating problems to the property manager.
- Residents must promptly report any problem with their unit, or equipment in their unit, to the property manager. Residents should also report any problems observed with fixtures or fittings in the common areas of the building.
- Members must co-operate in all reasonable ways with co-op staff, the co-op Maintenance Committee and any tradespeople or contractors involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in Section 5.3(b).

#### c. Repair and replacement

- If a member damages co-op property, either accidentally, wilfully or through neglect, the member is responsible for repairing the item(s) to the co-op standard, as determined by the Maintenance Committee.
- If co-op property is lost, or damaged beyond repair, the member is responsible for replacing the item(s), to the co-op standard, as determined by the Maintenance Committee.
- The member will be held responsible for damage and loss caused by any other member of his/her household, or by the members' guests, visitors, employees or anyone else permitted on co-op property by the member.

#### d. Neglect of responsibility

If members do not fulfill their maintenance and repair responsibilities in a timely manner, the co-op will do what is necessary to correct the situation. Members must pay all the costs incurred by the co-op in doing so.



**e. No abatement of housing charges**

- Housing charges will not be reduced or cancelled while the co-op is carrying out any necessary repairs or improvements to units, unit appliances, common areas or co-op facilities.
- No compensation will be paid to members by the co-op for inconvenience or discomfort if any service that the co-op agrees to provide is interrupted or curtailed, whatever the reason.

**f. Moving out of the unit**

When members move out of their unit, they must leave it clean and in the condition specified by the *OGHC Maintenance and Repair Policy*, or other applicable co-op policies. Prior to move-out, a *Condition Report* will be jointly completed by the member and a co-op designate.

**5.2 Alterations and improvements**

**a. Alterations**

Members must have advance written permission from the board of directors or designate before making any alterations to their unit or to co-op property (for details see *OGHC Alterations and Improvements Policy*).

**b. Changing locking systems**

- Members require advance written permission from the co-op Maintenance Committee to make changes to the locking system on any door giving entry to their unit. The member is responsible for all costs involved. Members must give the co-op manager keys to their new locks, or cards, fobs or other things needed for entry to the unit.
- In an emergency, permission may be given verbally by the Chair of the Maintenance Committee, or a designate, and later confirmed in writing. If the member is unable to pay for the emergency lock service, the co-op will pay the charge and arrange for subsequent reimbursement by the member.

**5.3 Privacy**

**a. Permission needed**

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

**b. Notice of entry**

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

- the annual unit inspection
- maintenance inspections, regular or special
- maintenance, repairs or renovations, or
- any other reason which the board of directors approves.

**c. Showing the unit**

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

- the member has given notice to end their membership and occupancy rights, or
- the co-op has given notice of a board of directors' decision to evict the member. This does not apply if the member has filed a written notice of appeal with the Registrar of Cooperatives (see Article 15).

**d. Time of entry**

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a unit if it relates to a problem for which entry is permitted, and the member has been advised. The member does not have to be present at the time of entry. The property manager, or someone designated by the co-op, will supervise any maintenance or repair work required.

**e. One notice per unit**

Only one entry notice needs to be given under this Section for all members and other persons in a unit.

**5.4 Damage by fire or other cause**

Damage under this Section is anything that makes a unit uninhabitable. It could be a specific event, such as a fire or a flood, or a developing condition like mould or insect infestation.

**a. Major damage**

If there is major damage affecting a large number of units, the board of directors will examine the situation and propose a solution to members within thirty (30) days of the occurrence. The board will make the final decision.

**b. Lesser damage**

If only one or a small number of units are damaged, the board of directors will consult with the members living in the damaged units and propose a solution. The directors will make the final decision at a meeting of the board, even if not all the affected members agree with the proposal.

**c. Things to be decided**

The board of directors will consider questions such as the following:

- Should the unit be repaired?
- How quickly can this be done?
- When will the member(s) have to move out?
- When will the member(s) be able to move back?
- Will there be any charges to the member(s) during this period?
- Are there any vacant units that the member(s) can occupy until their unit is repaired?
- Will the member(s) be given priority on the co-op's internal waiting list for units?

**d. Limit of co-op responsibility**

- The co-op does not have to provide a housing unit, or pay for increased housing charges, or pay rent to an outside landlord, or compensate the member for any other costs, because of damage unless these costs are covered by the co-op's insurance or are payable by a government or other subsidy provider.

- The co-op does not have to repair a damaged unit. The board of directors can terminate co-op membership and occupancy rights because of damage if that is the decision made.

## 5.5 Members' insurance

Members must purchase and maintain tenants' insurance that provides coverage for:

**a) personal liability claims made against them,**

For example, a visitor to the suite slips on an area rug, twists their ankle, and sues the member for negligence.

**b) claims made against them for damage to common areas,**

The co-op's insurance policy has a deductible for claims. If damage to the common area started in a member's suite (eg water leakage), the co-op will seek repayment of the deductible from the member.

**c) the replacement cost of their own property.**

Members must provide the co-op with proof of insurance on move-in, and each time their insurance policy is renewed.

## **Article 6: Use of Units**

### **6.1 Residences**

Units are to be used as private residences for members, their households and other persons allowed by these Rules. Members must use their co-op unit as their principal residence and personally occupy it

### **6.2 Failure to reside**

- a) Members may not be absent from their co-op unit for more than four (4) consecutive months in any twelve (12) month period without the permission of the board of directors. Members will be considered absent from their units even if they visit them for brief periods (see Article 8.6).
- b) Members who receive a monthly housing charge subsidy must comply with Manitoba Housing's regulations on absence from the co-op.

### **6.3 Related uses**

"Related uses" are home business uses that are related or incidental to the use of a unit as a member's private residence. Such uses require advance written permission from the board of directors.

#### **a) Limits on related uses of units**

In reviewing a member's request for a related use, the board will consider whether the proposed use:

- is permitted by government regulations, including zoning by-laws;
- requires the member to have a business license;
- creates security concerns for other residents;
- places excessive demands on the co-op's limited visitor parking;
- creates a disturbance that is inappropriate in a residential community, such as too much noise, after-hours noise, or large numbers of visitors;
- limits resident access to any part of the co-op's common areas;
- places excessive demands on co-op utilities, such as electricity and water;
- has a negative effect on the co-op's indoor air quality;
- contravenes any existing co-op by-laws or policies.

#### **b) No rooming or boarding houses**

Related uses do not include using a co-op unit as a rooming house or boarding house, or providing food or lodging for others. No householder may rent their unit, nor any part of their unit, through a booking service such VRBO, Air BnB or the like (see Article 8.7b).

#### **c) Insurance and liability**

A member must purchase the insurance necessary for a related use, including any insurance that is needed to meet government licensing requirements. The member must follow any directions by the co-op about the insurance required, so that the co-op is protected in addition to the member. The member must give the property manager proof of insurance each time the policy is renewed. The co-op accepts no responsibility for any claims arising out of a member's related use of their unit.

#### **6.4 No transfer of membership or occupancy rights**

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

#### **6.5 No profit from unit**

##### **a) Sub-occupancy or sharing**

Members must not profit, directly or indirectly, when they allow others to use their unit. This includes sub-occupancy of the unit when the member is away or any sharing arrangement with guests. Profit does not include guests or sub-occupants paying their fair share of the housing charges and other household costs (see Article 8, Sections 8.4f and 8.7g).

##### **b) When leaving co-op**

Members must not profit, directly or indirectly, when terminating their co-op membership and leaving the unit (see *OGHC Alterations and Improvements Policy*).

#### **6.6 Co-op's insurance**

The board of directors will ensure that the co-op has adequate insurance coverage. This includes, but is not limited to:

- Fire and property insurance, as required by the mortgage holder
- Equipment insurance
- Public liability insurance
- Directors and officers' liability insurance

The use of a member's unit must not increase the co-op's insurance costs or any other cost or liability of the co-op, for example using flammable materials that would increase fire risk.

## **Article 7: Behaviour**

Co-op members must strive for an environment at the co-op that is fair, inclusive and respectful of people's dignity. Each member is encouraged to share in developing and maintaining a safe and welcoming community by assuming goodwill on the part of others, listening and speaking honestly and respectfully to each other and dealing fairly and openly with issues and concerns (see *OGHC House Rules Concerning Respect*). Respectful and constructive feedback on the performance of the board of directors, committees and staff is welcomed.

### **7.1 Nuisance**

The co-op is a community which includes all the residents, visitors and staff. Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of this community. Members must not make, or allow, any noise, nuisance or other act that unreasonably disturbs or interferes with any other member of the community.

### **7.2 Human rights**

Co-op members must respect the human rights of other members of the community. They must obey the *Manitoba Human Rights Code* and not do anything that would discriminate against or harass any other member of the community in a way that would breach the Human Rights Code.

### **7.3 Dispute resolution**

The purpose of the *OGHC Dispute Resolution Policy* is to resolve disputes among members, or between members and the co-op, in a manner that is satisfactory to all parties and maintains a harmonious atmosphere in the community. In accordance with this policy, disputes are referred to the *OGHC Member Relations Committee*.

If the dispute cannot be resolved (or if the member is in dispute with the board of directors), the board shall create a three-member Arbitration Committee to resolve the matter [see *OGHC Bylaw 6.19(b)*].

### **7.4 Illegal acts**

Within their housing unit, or on co-op property, members must not commit or allow any illegal act. This includes but is not limited to: illegal drug activity; solicitation; assault; unlawful possession, storage or use of a firearm; theft; unlawful entry, or any activity that threatens the health, safety or welfare of other members or persons on co-op property. Members who commit illegal acts on the premises may have their co-op membership terminated for cause, and be evicted.

### **7.5 Acts of others**

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

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

Members must make sure that none of those persons does anything that would break the terms of this Article or other parts of the co-op Occupancy Rules. Co-op members may be evicted as a result of acts or failures to act by those persons.

## **7.6 Domestic violence**

### **a) Not tolerated**

The co-op does not tolerate domestic violence and will try to assist victims of domestic violence. Members who engage in domestic violence may be evicted.

### **b) Rights of victims**

Members who are victims of domestic violence while they live at the co-op can:

- ask the board of directors to evict any person who commits domestic violence
- make an emergency request that locking systems on their unit entry doors be changed
- request an emergency housing charge subsidy if available under the co-op Rules and subject to any applicable government requirements
- get information from the co-op on supports available in the community.

### **c) Termination of membership and eviction**

The board of directors may decide to terminate the membership of a member who has committed domestic violence, since such conduct is a breach of these Occupancy Rules and is detrimental to the welfare of the co-op [see *OGHC Bylaw 6.09(d)*]. The co-op's procedures for termination of co-op membership and eviction are described in Article 13 of the Rules.

A complaint from the victim is not necessary for the board to issue a written Notice to Appear. The board may accept any of the following actions as proof that domestic violence has occurred:

- an act of violence is reported by a reliable witness
- a restraining order or peace bond is in effect at the time the Notice to Appear is issued
- terms of bail allowing no contact are in effect at the time the Notice to Appear is issued, or
- the offending member has been convicted of an offence against the victim.

### **d) Re-admitting the member**

Article 15 of the Rules describes the procedure for appealing a board decision to terminate co-op membership for a breach of the Occupancy Rules, in this instance domestic violence.

If the board decision is upheld upon appeal, the member can only be re-admitted into membership of the co-op at a meeting of the co-op's members by a special resolution (requiring a two-thirds majority support). A period of nine (9) months must elapse before a request for re-admission will be considered.

If re-admission is denied, the member may not allow the evicted person to stay in their unit as a short-term or long-term guest, or as a sub-occupant. Moreover, the evicted person may not stay with any other co-op member as a guest, nor live in another co-op unit as a sub-occupant. (See Article 8.9b)

## **7.7 Calling police and other authorities**

Co-op staff is authorized to contact the police, Child & Family services and other authorities in case of violence or illegal acts.

## Article 8: Residents, Guests and Sub-occupants

OGHC is a community of people who share the co-op's stated values and philosophy. Guests and sub-occupants are expected to show support for these values by complying with the co-op's Occupancy Rules. It is to the benefit of all co-op residents that the conditions under which guests and sub-occupants are welcome at OGHC are understood and accepted.

### 8.1 Unit occupancy

- a) Who is considered part of a household?
  - one or more resident members of the co-op who are recognized as the householders,
  - minor children or foster children of the householder(s),
  - any other OGHC members living in the unit,
  - long-term guests of the householder(s) who have been approved by the board of directors including adult children and adult dependents.
  
- b) Who is not considered part of the household?
  - casual guests of the householder(s),
  - sub-occupants approved by the board of directors.

### 8.2 Children and foster children turning eighteen

- a) Upon turning eighteen, a child or foster child of the householder(s) who wishes to continue living in the same household must either apply for co-op membership or for long-term guest status.
- b) The application for co-op membership will be reviewed by the OGHC Membership Committee which will then make a recommendation to the board of directors (see *OGHC Membership Application and Approval Policy*).
- c) If the application for co-op membership is approved, the applicant will be asked to pay for one (1) membership share and then will become a voting member of the co-op with full member rights.
- d) If the application for co-op membership is denied, the applicant has the right to request a review of the board's decision (see *OGHC Membership and Application and Approval Policy*). He/she may reapply for co-op membership at a future date.
- e) Subject to board approval, a child or foster child may continue living with the householder(s) as a long-term guest for an indefinite period. A *Long-term Guest Agreement* must be signed (see *Schedule B*).
- f) A child or foster child living in a unit as a long-term guest will be encouraged to apply for co-op membership in order to have full member rights (see Section 8.4).

### 8.3 Casual/short-term guests

Householders have the right to have guests visit their units and stay with them for various, but limited, periods of time. As a co-operative, OGHC is governed by its own policies, principles and values which all guests are required to observe.

- a) Householders must advise the property manager of any guests staying in their unit for more than 7 days and indicate the projected length of the visit. The board of directors may set a time limit for the visit and a limit on the number of guests staying, in keeping with OGHC policies and practices.



- b) A casual/short-term guest may not stay in a unit for more than three (3) cumulative months in any twelve (12) month period. Casual/short-term guests will be considered as staying in the unit even if they are absent for brief periods. In exceptional circumstances, such as a resident member's temporary need for nursing care or home support, the board can allow a longer stay.

#### **8.4 Long-term guests**

- a) Householder(s) who wish to have a guest stay for a period longer than three (3) cumulative months in any twelve (12) month period must make a written request to the board of directors. The request must be signed by the householder(s), any other co-op members who live in the unit, and the guest.
- b) The board may approve the guest's stay for a maximum time period or an indefinite period. The decision must be recorded in the board meeting minutes.
- c) A *Long-term Guest Agreement* must be signed by the householder(s), a board representative, and the guest, stating the terms and length of the agreement (see *Schedule B* attached to these Rules).
- d) Long-term guests who are not co-op members have:
- no right to vote at members' meetings
  - no right to a place on the co-op's internal waiting list for housing units
  - no right to occupy the unit independent of the householder(s)
- e) Indefinite long-term guest agreements are subject to board review every 2 years. Long-term guests are encouraged to apply for co-op membership in order to have full member rights should the householder(s) leave the co-op for any reason (see Article 10).
- f) Householders must not profit directly or indirectly from any sharing arrangement with a long-term guest. Profit does not include long-term guests paying their fair share of the housing charges and other household costs. The co-op can ask householders for proof of the financial arrangements made with their long-term guests (see Article 16).
- g) Where the household is receiving a housing charge subsidy, the income of the long-term guest is normally included in the household income and declared as such, in accordance with Manitoba Housing regulations.

#### **8.5 Responsibility for behavior of guests**

- a) Visitors and short-term guests who do not follow provincial and municipal legislation, or the co-op's Occupancy Rules, By-laws and policies will be asked to leave the co-op.
- b) Damages to co-op property for which visitors and guests are responsible will be charged to the co-op householder(s) with whom the guest is visiting or staying.
- c) A long-term guest agrees not to break any of the terms of the co-op member(s) Occupancy Agreement (see *Long-term Guest Agreement, para 10*). In the event of persistent and valid complaints about the behavior of a long-term guest, the board of directors can cancel the *Long-term Guest Agreement* for cause, using the following procedure:
- The board will give notice to all co-op members in the household and to the long-term guest to attend a board meeting convened for this purpose.
  - At the meeting, the terms of the agreement will be reviewed. All co-op members in the household and the long-term guest have a right to be heard.

- They will be advised of the board’s decision within 7 business days. Since a long-term guest is not a co-op member, this board decision cannot be appealed.
- d) If a short-term or long-term guest has been asked to leave the co-op, another co-op householder cannot permit that person to stay in their unit without advance written approval from the board of directors. The board may treat the former guest as a trespasser and may remove him/her from co-op property.

### **8.6 Absence from unit**

- a) If a unit will be vacant for more than 7 days, the householder(s) should advise the property manager and provide emergency contact information.
- b) All householders should take care to comply with their own household contents insurance policy regarding how often a vacant unit must be checked.
- c) If a non-resident will be checking the vacant unit, the property manager will need to know:
- the person’s name
  - his/her contact information (phone number, email)
  - the expected frequency of visits (eg. daily or less often).
- d) Householders may not be absent from their unit for more than four (4) consecutive months in any twelve (12) month period without the permission of the board of directors. Householders will be considered absent even if they visit their units for brief periods.
- e) Normally, the board will not give permission for householders to be continuously absent from the co-op for more than twelve (12) months, whether or not a sub-occupant lives in their vacant unit. The board can allow a longer term at its discretion.
- f) The unit must remain the householder(s) legal permanent residence while the householder(s) are absent.
- g) Householders remain responsible for paying their monthly housing charges and any other co-op related charges during their absence.
- h) Householders receiving a monthly Rent Supplement must comply with Manitoba Housing’s limits on absence from their unit.

### **8.7 Sub-occupancy**

- a) If householders wish to have another person occupy their unit in their absence (as a pet-sitter, house-sitter, or renter), they must make a written request to the board of directors to that effect. Permission must be obtained in advance of leaving the co-op and the sub-occupant must be approved by the board.
- b) No householder may rent their unit or any part of their unit through a booking service such as VRBO, Air BnB or the like.
- c) The householder(s), the sub-occupant and a representative of the board, as well as any other co-op members living in the unit must sign a *Sub-occupancy Agreement* (see *Schedule C* attached to these Rules).
- d) Normally, sub-occupancy agreements can last only twelve (12) months, but the board can allow a longer term at its discretion.

- e) Householders remain responsible to pay all monthly housing charges and other co-op charges related to their unit during the sub-occupancy. The householder(s) and the sub-occupant will make their own financial arrangements.
- f) Householders receiving a monthly housing charge subsidy must comply with Manitoba Housing regulations regarding sub-occupancy.
- g) Householders may not profit directly or indirectly from sub-occupancy. Profit does not include sub-occupants paying their fair share of the monthly housing charges and other co-op charges related to the unit. The co-op can ask for proof of the financial arrangements the householder(s) make with a sub-occupant (see Article 16).

#### **8.8 Responsibility for behavior of sub-occupants**

- a) Damages to co-op property for which a sub-occupant is held responsible will be charged to the co-op householder(s) in whose unit the sub-occupant is staying.
- b) The sub-occupant agrees not to break any of the terms of the co-op member(s) Occupancy Agreement (see *Sub-occupancy Agreement, para 6*). In the event of persistent and valid complaints about the behavior of the sub-occupant, the board of directors can cancel the *Sub-occupancy Agreement* for cause.
- c) The sub-occupant will be entitled to thirty (30) days written notice to leave the unit. If the sub-occupant does not leave the unit by the date specified, the board of directors may take any action permitted by law.

#### **8.9 Evicted co-op members**

- a) If a person's co-op membership has been terminated for cause, this decision will be recorded in the board meeting minutes (see Article 13). The person must leave the co-op within the period determined by the board of directors, subject to any appeal process (see Article 15).
- b) Following termination of co-op membership and eviction, another householder cannot permit that person to stay in his/her unit.
- c) The board of directors may treat the evicted person as a trespasser and may remove him/her from the co-op property. Householders who allow an evicted person on co-op property, will be considered in breach of the co-op's Occupancy Rules.

#### **8.10 Rental of co-op units to non-members**

The *Cooperatives Act of Manitoba* requires that the co-op conduct 90% of its business (namely providing housing) with co-op members. Co-op units will only be rented to non-members in the following circumstances:

##### **a) Unit vacancy**

- The co-op By-laws state that householders may withdraw their membership in the co-op by giving three (3) months' notice of their intention to withdraw. The co-op's Membership Committee will attempt to find another occupant for the unit within this three (3) month period, or as soon as possible thereafter.

- In the event that a new occupant cannot be found, after the unit has been vacant for three (3) months the board of directors may decide to rent the unit to a non-member in order to offset the accumulating housing charges.
- The board must make sure that there is a written tenancy agreement, which will be for a month-to-month tenancy. Before the tenancy starts, the board must pass a motion designating the unit temporarily a non-member unit.

**b) Accommodation for live-in staff**

- If the board of directors decides that the duties of a co-op employee, or the employee of a contractor, make it necessary for that person to live in the co-op, the employee and the employee's household will be tenants of the co-op, not members.
- The board must make sure that there is a written tenancy agreement stating that the tenancy ends when the employment or contract ends, or as soon after that as legally required. Before the employment starts, the board must pass a motion designating the employee's unit as a non-member unit.

## **Article 9: Unit Allocation and Household Size**

Member households make two payments to live in the co-operative.

- purchase of one-time, refundable member shares, based on the size of the unit
- payment of monthly housing charges, based on the size of the unit

The Manitoba government provided a forgivable loan to the co-op to assist with construction costs. This funding pays a portion of the member shares for 34 households whose annual incomes fall below a specified amount.

Shares supported by Manitoba government funding are termed “Affordable” shares. Shares not supported in this way are termed “Market” shares.

Some families living in affordable housing also qualify for a monthly housing charge subsidy (Rent Supplement). Eligibility is based on household income, and is re-assessed annually by Manitoba Housing. Rent Supplement reduces the portion of the monthly housing charges actually paid by the household. The co-op receives the balance of the housing charges from Manitoba Housing.

Manitoba Housing determines the number of households in the co-op that can receive Rent Supplement (currently 13 households out of the 34 households that qualify for affordable housing). One household in this category must leave the co-op before the Membership Committee can allocate a unit to another household needing Rent Supplement.

The rules for unit allocation, and the minimum household size for each unit type, are different for households that have purchased affordable shares or market shares, and are detailed in the following sections.

### **SECTION A: ALL HOUSEHOLDS**

#### **9.A.1 All households: reporting change in household size**

If the number of persons in a member’s household changes, the member must give written notice of the change to the co-op within ten (10) business days, including the names of the persons involved.

#### **9.A.2 All households: maximum household size:**

The maximum number of persons for each of the co-op’s unit types is:

- one-bedroom                    2 persons
- two-bedroom                    4 persons
- three-bedroom                 6 persons
- four-bedroom                   8 persons

Exceptions to these maximums are possible in the case of large, one family households, if approved by the Membership Committee.

## **SECTION B: MARKET SHARES**

### **9.B.1 Market shares: minimum household size**

The co-op has reserved the four 4-BR units on the Arlington site as affordable housing for newcomer families. All 1-BR units on the Arlington site and the four 3-BR townhouses on Evanson Street are also currently designated as affordable housing.

As a result, only 2-BR and 3-BR units are available for members purchasing market shares. There are no minimum household size rules. For example, a single person may occupy a 3-BR unit.

## **SECTION C: AFFORDABLE SHARES**

### **9.C.1 Affordable shares: proof of financial eligibility**

All applicants for affordable housing must provide the co-op with proof that their gross household income (Line 150 of their tax return) for the most recent tax year is below the *Affordable Housing Program Income Limit*. The income of all household members aged 18 and older must be included. The household income limit differs for households with and without dependents, and is adjusted annually by the provincial government.

Two types of proof of income are acceptable:

- 1) *CRA Notice of Assessment* for the most recent tax year. The chair of the co-op Membership Committee will check the original, verify that this is a true record, and make a photocopy for the co-op's files.
- 2) *Certified Income Tax Return (Option C)* for the most recent tax year. This document can be obtained without charge from the Canada Revenue Agency. The co-op will keep it on file.

Proof of financial eligibility for affordable housing must be provided before signing the *Member Shares Subscription Statement* for the initial co-op unit.

If the household wishes to move into another co-op unit at a later date, proof of financial eligibility will again be required for this to be allocated as affordable housing.

### **9.C.2 Affordable shares: minimum household size**

The co-op has established its own minimum household size rules for affordable housing to make the best use of the housing construction subsidy that was provided. The minimum number of persons for each of the co-op's unit types is:

- one-bedroom                      1 person
- two-bedroom                      2 persons
- three-bedroom                    3 persons
- four-bedroom                     4 persons

Exceptions to the minimum household size rules are possible in some circumstances, such as when a household member needs additional space for medical equipment or other identified needs. Exceptions must be approved by the Membership Committee.

### **9.C.3 Affordable shares: application of household size rules**

Household size rules apply to co-op members who are affordable share-holders, in the following situations:

#### **a) Moving into the co-op**

Applicants can only be allocated affordable housing in the co-op if their household size meets the minimum for the unit that is available.

#### **b) Change in household size**

If the number of people in the household falls below the minimum size allowed for that size of unit, the co-op member will have to move to a smaller unit as soon as one becomes available.

For example, three people are living in a 3-BR unit. If one person moves out, the remaining household of 2 people is below the minimum for the unit. The household will have to move to a 2-BR unit as soon as one becomes available.

#### **c) Dividing a household**

A co-op member can only move into a new unit (while another co-op member from the same household remains in the former unit), if the number of persons in each unit continues to meet the minimum household size.

For example, three people are living in a 2-BR unit. A 1-BR unit becomes available and one member moves out. The two people remaining in the 2-BR unit meet the minimum household size, so do not have to move.

#### **d) Requesting a different unit**

When a co-op unit becomes available, it will initially be offered to current resident members. Co-op members eligible for affordable housing can only move into a different unit if their household meets the size requirement for the new unit.

For example, a 3-BR unit becomes available. Two people currently living in a 2-BR affordable unit would like to move. However, they cannot apply for this 3-BR unit as affordable housing, since their household is below the minimum size required.

### **9.C.4 Affordable shares: security of tenure:**

The co-op recognizes that, over time, residents may develop an attachment to the unit they live in. Being required to move from one unit to another when household size changes could be considered a hardship.

A co-op member who purchased affordable shares and who experiences a change (increase or decrease) in household size, may make a written request to the Membership Committee to continue living in their current unit.

In reviewing the request, the Membership Committee will consider factors such as:

- whether the co-op needs the unit for another household that must move
- the member's length of residency in the unit
- the member's Co-op Number (which represents the length of their involvement with the co-op)
- whether household size will exceed the maximum number of occupants for the unit

- the composition of the household (number of adults and children, ages of the children)
- any documented health concerns (of the member, or another household occupant)
- any documented financial concerns of the household

If the member's request is denied by the Membership Committee, he/she has the right to appeal this decision to the co-op's board of directors.

If the co-op's board of directors upholds the decision, the member will have to move to another unit. When the Board requires a member, against the member's wishes, to move from one unit to another unit, the board must comply with the process described under Section 279 of the *Cooperatives Act of Manitoba*. The member has the right to appeal.

## **SECTION D: AFFORDABLE SHARES WITH MONTHLY SUBSIDY (RENT SUPPLEMENT)**

### **9.D.1 Affordable shares with Rent Supplement: minimum household size**

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

- one-bedroom                      1 person
- two-bedroom                      2 persons
- three-bedroom                    3 persons
- four-bedroom                     4 persons

Households receiving monthly Rent Supplement must also comply with the National Occupancy Standards (NOS). These require that there is one bedroom for:

- each cohabiting adult couple;
- each unattached household member 18 years of age and over;
- a same-sex pair of children under age 18;
- an additional boy or girl in the family, unless there are two opposite sex children under 5 years of age, in which case they are expected to share a bedroom

Note that these standards may change from time to time.

### **9.D.2 Affordable shares with Rent Supplement: application of household size rules**

Household size rules apply to co-op members who are receiving provincial Rent Supplement, in the following situations:

#### **a) Household size no longer meeting the minimum size required**

This situation could occur because a household member:

- has given the co-op written notice of withdrawal
- is no longer living in the co-op as his/her principal residence
- has moved into a long-term care facility
- has died

Manitoba Housing will not pay monthly Rent Supplement for a larger unit than the household needs, so may insist that the remaining members of the household move into a smaller unit, if the co-op has one available. If the co-op does not have one, the household may be required to move to a unit that is closer to the size required.



Manitoba Housing policy specifies that a household receiving Rent Supplement may not turn down an opportunity to move to a suite that meets the allowable size, when requested.

**b) Household size beyond the maximum size allowed**

This situation could occur because:

- a child was added to the household
- a child in the household turned 18 years of age
- a long-term guest was approved by the co-op to become a member of the household.

Manitoba Housing may insist the household move to a larger unit, if the co-op has one available. If the co-op does not have one, the household may be required to move to a unit that is closer to the size required.

Manitoba Housing policy specifies that a household receiving Rent Supplement may not turn down an opportunity to move to a suite that meets the allowable size, when requested.

**9.D.3 Affordable shares with Rent Supplement: security of tenure:**

Manitoba Housing may require a household to move to a smaller co-op unit if household size is reduced. Changes in the Rent Supplement program, or changes in the family's financial circumstances, may also result in a household needing to change units.

- a) The Membership Committee will assist by giving the household highest priority when a suitable unit becomes available, rather than following the unit allocation procedure outlined in the *OGHC Wait List and Suite Allocation Policy*.

The order of priority for allocating units will be:

- 1) co-op member receiving Rent Supplement, required to move by Manitoba Housing
- 2) co-op member in affordable housing, required to move by the co-op
- 3) co-op member requesting a move to a different unit, for personal reasons

If more than one household is required to change units, Co-op Number will be used to determine priority within any of these categories.

- b) A household receiving Rent Supplement that is required to move, is expected to accept the first suitable-sized unit that becomes available, as per Manitoba Housing Policy.
- c) If the member does not move to the alternate unit within the time specified by the board of directors, the individual's membership in the co-operative will be terminated for cause (see Article 12 of the Occupancy Rules).

## **Article 10: How Members Withdraw**

### **10.1 Membership and occupancy are linked**

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

### **10.2 Ending co-op membership and occupancy**

This Section applies when all co-op members in a household wish to end their membership and occupancy rights. The procedure is based on the requirements of the *Cooperatives Act of Manitoba* (see *OGHC Bylaw 6.06*).

#### **a) Three months' notice**

Each co-op member must give a minimum of three (3) months written notice of their intention to withdraw from co-op membership and terminate occupancy. The board or a person authorized by the board may, in writing, accept a member's withdrawal on shorter notice.

#### **b) Last day of a month**

The written notice must state a termination date, which must be the last day of a month. Membership and occupancy rights end on the termination date stated in the notice.

#### **c) Not enough notice**

If a co-op member gives less than the required three (3) months' notice of withdrawal, the co-op member is responsible for paying the housing charges that become due until the end of the required three (3) months' notice, unless the co-op is able to sign an Occupancy Agreement with a new co-op member within that time period.

#### **d) No withdrawal of notice without board consent**

Co-op members cannot subsequently withdraw a notice of termination without the written consent of the board of directors. The board can refuse to allow co-op members to withdraw a notice of termination. This decision cannot be appealed.

#### **e) Vacating early**

If all persons in the household vacate the unit earlier than the termination date, the co-op can take possession of the unit. Membership and occupancy rights will be considered to end on the day the co-op takes possession. The co-op members and/or other persons in the household are not entitled to move back into the unit at a later date. The co-op members must pay the housing charges that become due until the original termination date, unless the co-op is able to sign an Occupancy Agreement with a new co-op member within that time period.

#### **f) If household members do not vacate**

If all persons in the household do not vacate the unit on the termination date or earlier, the co-op can take legal action to obtain an eviction order. The procedures described in Articles 11 to 15 only apply to co-op members, non-members can be evicted in accordance with the *Manitoba Residential Tenancies Act*.

**g) Re-admission to co-op membership**

The former member must reapply for co-op membership following the procedures stated in the *OGHC Membership Application and Approval Policy*.

**10.3 Part of the household ends co-op membership and occupancy**

This Section applies if one co-op member stops occupying a unit as their principal residence, but another co-op member continues to live there.

**a) Notice procedure**

The co-op member who leaves must give notice using the procedure outlined in Section 10.2.

**b) When procedure not followed**

If the procedure in Section 10.2 is not followed, the departing person's co-op membership and occupancy rights are considered to end on the first day he/she no longer occupies the unit as their principal residence.

**c) Notice by remaining household**

The co-op member who continues to occupy the unit must notify the co-op in writing within ten (10) business days of the co-op member leaving. They must do this whether or not they believe the departing co-op member gave written notice of termination.

**d) Housing charges**

The remaining co-op member is responsible for paying the housing charges in full for the unit. If the departing member asks the co-op to repurchase his/her Member Shares, the remaining co-op member must make up the full Member Share. See Section 10.6 for timelines.

**e) Security of tenure: affordable shares**

See Article 9.6.

**f) Security of tenure: affordable shares with housing charge subsidy**

See Article 9.7

If Article 7.6 (*Domestic violence*) applies, the remaining co-op member may be entitled to emergency housing charge subsidy, subject to any applicable government regulations.

**g) If no other co-op member occupies the unit**

Long-term guests have no right to occupy a unit in the absence of the co-op member (see Article 8.4). The procedures described in Articles 11 to 15 only apply to co-op members, non-members can be evicted in accordance with the *Manitoba Residential Tenancies Act*.

**h) Urgent application for co-op membership by a long-term guest**

A long-term guest may make an emergency application for co-op membership in order to continue living in the unit. The board of directors will consider the application if this is received, in writing, within ten (10) business days of the departing co-op member giving notice, or no longer occupying the unit.

In reviewing the application, the Board will consider the length of time that the long-term member has been a co-op resident and if he/she:

- meets the stated membership criteria (see *OGHC Membership Application and Approval Policy*),

- has been occupying the unit as his/her principal residence,
- is able to pay the member shares for the unit,
- is able to pay the monthly housing charge for the unit,
- has not previously been refused OGHC membership.

The Board will also consult with the OGHC Membership Committee regarding the number of co-op members on the Internal Waiting List for Units, the priority of their requests, and the length of time they have been waiting.

#### **10.4 Death of a member**

##### **a) Membership and occupancy rights end**

If a co-op member dies, the deceased person's co-op membership and occupancy rights are considered to end thirty (30) days from the date of death (see *OGHC Bylaw 6.06*).

##### **b) Notice by remaining household**

If another co-op member is occupying the unit, he/she must give the co-op written notice of the member's death within ten (10) business days.

##### **c) Housing charges**

The remaining co-op member will be responsible for paying the housing charges in full for the unit and making up the Member Share in full, if applicable (see Section 10.3(d)).

##### **d) Security of tenure: affordable shares**

See Article 9, Section 9.6

##### **e) Security of tenure: affordable shares with housing charge subsidy**

See Article 9, Section 9.7

##### **f) If no other co-op member occupies the unit**

Long-term guests have no right to occupy a unit in the absence of the co-op member (see Article 8.4). The procedures described in Articles 11 to 15 only apply to co-op members, non-members can be evicted under the *Manitoba Residential Tenancies Act*.

##### **g) Urgent application for co-op membership by a long-term guest**

See Section 10.3(h)

##### **h) Unit left vacant by member death**

If the member's death leaves the unit vacant, the member's estate will be responsible for paying housing charges for the month in which the member died and the following month. The estate must remove the member's possessions by the end of that time.

If the member's possessions cannot all be removed within that period, the estate can request a one (1) month extension, subject to additional housing charges being paid. After that time, the co-op will remove and dispose of any remaining possessions, as provided for by the *Cooperatives Act of Manitoba*.

## **10.5 Vacant or abandoned unit**

- A co-op member will be considered to have given notice of withdrawal from co-op membership if the member surrenders possession of a unit, or abandons it (see *OGHC Bylaw 6.07*).
- The property manager will make documented attempts to contact the member. If these attempts are unsuccessful, the co-op will take possession of the unit after ten (10) business days have elapsed. Membership and occupancy rights will be considered to end on the day that the co-op takes possession.
- If the board of directors decides to take legal action against the former co-op member, this will be done in accordance with the *Manitoba Residential Tenancies Act*.

## **10.6 Repurchase of member shares**

### **a) Request for repurchase**

A member who has served a written notice of intention to withdraw may request that the co-op buy back his/her member shares no later than six (6) months from the date the co-op received the notice (see *OGHC Bylaws 6.13*).

The death of a member will have the same force and effect to withdraw except the notice period will be thirty (30) days from the date of death.

### **b) Repurchase of shares following member withdrawal without notice**

If written notice of intent to withdraw is not given, or insufficient notice is given, the co-op will buy back the member's shares no later than six (6) months from the date notice is received, or from the date that the member no longer occupies the unit as his/her principal residence, whichever is earlier.

### **c) Repurchase of shares following member termination**

The co-op will buy back the member's shares no later than six (6) months from the date that the member no longer occupies the unit as his/her principal residence.

### **d) Obligation to act**

The Co-op is obligated to buy back member shares if, after doing so, the co-op is in a financial position to meet its obligations when due.

### **e) Priority of payment – repurchasing member shares**

In the event of receiving more than one request for payment, the co-op will repurchase member shares in the following order of priority (see *OGHC Bylaw 7.04*)

- to deceased members whose death has been reported to the co-op
- to members who have given the required three (3) months' notice when withdrawing their membership.
- to members who have withdrawn their membership without the required notice.
- to members whose membership has been terminated by the co-op for cause.

## **10.7 Right of offset**

When the co-op repurchases a member's shares, the co-op can offset the payment by accounting for:

- housing charge arrears and related administrative penalties;
- costs to repair the member's unit or appliances/fixtures in that unit, if the damage is not the result of normal wear and tear;
- costs incurred to reverse any unauthorized changes made by the member to the unit
- costs incurred by the co-op for the settlement of third party claims against the former member, such as non-payment of cable TV or landline service.
- any other costs or amount related to a debt owed by the former member to the co-op.

## Article 11: Dealing with Arrears

### 11.1 Eviction and termination

The failure of members to pay their full housing charges when due is a threat to the sustainability of the co-op. This Article describes procedures to ensure that member housing charge arrears are dealt with quickly and fairly. The board of directors can evict a member and terminate their co-op membership if the member owes housing charges to the co-op.

### 11.2 Non-payment and late payment procedures

This Section concerns a co-op member's failure to pay the full amount of housing charges owing (non-payment, or failed payment) or the member's failure to pay the housing charges when due (late payment).

#### a) Late payment letter

The property manager sends a late payment letter to each household which does not pay housing charges in full on the first business day of the month, unless an Arrears Payment Agreement has been previously arranged. The letter will be sent as soon as the co-op is informed of the failed payment by its bank or credit union. Only one letter needs to be sent per household.

#### b) Persistent late payment

Late payment of housing charges three (3) or more times in any consecutive twelve (12) month period will be considered persistent late payment. The property manager will give a Notice to Appear under Article 12 (*Dealing with Problems*) to each member who is late paying for the third time in twelve months. This Notice to Appear is in addition to a Notice to Appear for housing charge arrears given under Section 11.2 (b).

#### c) Advance notice of late payment

If a co-op member cannot pay the housing charges when due, the member must let the property manager know *before* the first business day of the month. The property manager will decide if the reasons are legitimate and document these. An Arrears Payment Agreement may be arranged by the property manager, if permitted under Section 11.6. If not permitted, the co-op member must submit a request for an Arrears Payment Agreement to the board of directors.

### 11.3 Replacement payment procedures

#### a) Failed payment

A "failed payment" includes:

- a cheque returned to the co-op by the bank or financial institution.
- a stop-payment order on an electronic transfer
- a payment not received by the co-op under a pre-authorized payment plan or other arrangement.

**b) Replacement payment required**

The co-op member must replace the failed payment within two (2) business days of being notified by the property manager. Only one notice needs to be given to the household. A failed payment must be replaced by a money order or the payment must be made by electronic transfer.

**c) Notice to Appear**

If the co-op member does not replace the failed payment within two (2) business days of being notified, the property manager will give the member a Notice to Appear. Notice must be given in a way that enables the co-op to prove delivery.

**d) Future payments**

If the household has two (2) failed payments in any consecutive twelve (12) month period, then the co-op members must pay their housing charges by money order or electronic transfer for the next twelve (12) months. The co-op will not accept payment in any other form.

**11.4 Late payment and failed payment charges**

**a) Late payment charges**

A member who does not pay the housing charges in full on the first business day of the month, and has not previously arranged an Arrears Payment Agreement, will have to pay a late payment charge of \$25.00 per household. This amount may be increased by the co-op membership at a general meeting.

**b) Failed payment charges**

A member must pay any amount the co-op is charged by its bank or credit union for a returned cheque or other failed payment, plus an administration charge of \$20.00 per household. This charge is in addition to the late payment charge, if applicable. The administration charge may be increased by the co-op membership at a general meeting.

**c) Charges are arrears**

Members who do not pay late payment charges, failed payment charges and administration charges (as well as any other amounts owing to the co-op) will be considered to be in arrears.

**d) Interest**

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

**11.5 Directors in arrears**

**a) Directors' arrears policy**

A director must not owe any money to the co-op. If directors are in arrears, it:

- undermines the co-op's governance
- weakens the co-op's financial management
- sends the wrong message to members of the co-op and to government.



**b) Procedure for director arrears**

If a director is in housing charge arrears, the property manager will follow the steps detailed in Section 11.2. If the arrears are not paid in full by the date of the next board meeting, the property manager will report this to the board of directors. The director will automatically cease to be a member of the board at the beginning of the meeting.

**c) Dispute over arrears**

If there is any dispute about the arrears, the director must state this in writing and deliver the notice to the property manager before the next board meeting. In this situation, the director will still be on the board at the beginning of the meeting.

The board will consider the issue in camera. The director will have an opportunity to provide an explanation. If the board decides that the director is in arrears, then the director will automatically cease to be a member of the board as soon as that decision is made. The board decision is final.

**d) Arrears Payment Agreements**

Directors can sign Arrears Payment Agreements like other co-op members, but they will temporarily cease to be directors until the terms of the Agreement are met.

**11.6 Arrears Payment Agreements**

**a) Issued before a Notice to Appear**

This Section applies to an Arrears Payment Agreement made with a member before the co-op issues a Notice to Appear.

If a Notice to Appear has been issued but has not been decided by the board of directors, or an eviction decision has been made which is still outstanding, any payment agreement will be governed by Article 14 (*Alternatives*) or Article 16 (*Legal Action*).

**b) Limits of property manager's authority**

- The property manager has the authority to approve the first request from a household for an Arrears Payment Agreement made in any twelve (12) month period as long as the agreement provides for full payment within sixty (60) days, in addition to the normal housing charges due within that time.
- If a member requests an additional Arrears Payment Agreement within a twelve (12) month period, the property manager will submit the request to the board of directors along with the payment terms that the member suggests.
- If the member goes into arrears, or deeper into arrears, before the board considers the request and Section 11.2 (c) applies, the property manager will issue a Notice to Appear in addition to submitting the request.

**c) Board approval needed**

Approval by the board of directors is required:

- for more than one Arrears Payment Agreement within the same twelve (12) month period
- for an Arrears Payment Agreement where full payment cannot be made within sixty (60) days, in addition to paying all housing charges due within that time.

Under normal circumstances, the board will not approve more than one Arrears Payment Agreement for a household in a twelve (12) month period, or an Arrears Payment Agreement where full payment cannot be made within sixty (60) days.

**d) Non-payment**

If a member does not make the payments stated in an Arrears Payment Agreement when due, the property manager will give each co-op member in the household a Notice to Appear.

**11.7 Giving a Notice to Appear for arrears**

The member must be given at least seven (7) business days' written notice of the board meeting (see *OGHC Bylaw 6.10*). Notice must be given in a way that enables the co-op to prove delivery. The Notice to Appear for arrears must contain the information contained in *Schedule D* in the Occupancy Rules. The proposed termination date must be no less than fourteen (14) business days after the board meeting.

## **Article 12: Dealing with Problems**

### **12.1 Termination of membership for cause**

The board of directors can terminate membership and evict a co-op member if the member has broken co-op By-laws, Occupancy Rules, or policies in a way that the board considers serious, or someone the member is responsible for under the By-laws has done so. (See Bylaws Sections 6.08 and 6.09). This includes repeated serious breaches of the Rules even if the situation was corrected after notice was given.

In terminating membership, the board must follow the steps outlined in the co-op's By-laws (See Sections 6.10, 6.11 and 6.12) and in the *Cooperatives Act of Manitoba*.

### **12.2 Deciding to give a Notice to Appear**

#### **a) Factors to consider**

The co-op does not have to issue a Notice to Appear to deal with problems such as noise, harassment, violence, illegal acts or other behavioural issues, even if they are a breach of these Rules or of other co-op policies. The board of directors has to consider things like:

- the evidence available as to what happened
- the appropriateness of eviction as a response
- disruption to the co-op community caused by evicting someone.

#### **b) Other policies may apply**

When a complaint is received by the board of directors or co-op staff, or when the board or staff member becomes aware of any problem, it may be dealt with under the *OGHC Dispute Resolution Policy*. However, the board can decide to issue a Notice to Appear instead of following the procedures described in other policies.

#### **c) No prejudgment**

When deciding to issue a Notice to Appear, the board must not prejudge the situation. It cannot arrive at any conclusion to evict a member without following the process described in the co-op's By-laws.

### **12.3 Giving a Notice to Appear**

The member must be given at least seven (7) business days' written notice of the board meeting (see *Schedule E*). Notice must be given in a way that enables the co-op to prove delivery. The Notice to Appear must identify the grounds for termination of co-op membership and the proposed termination date. This date must be no less than fourteen (14) business days after the board meeting.

### **12.4 No co-op liability**

The co-op has no liability to anyone for misbehaviour by a member or anyone else, even if the misbehaviour is a breach of these Rules or co-op policies. An exception would be if the person is acting officially on behalf of the co-op.

## Article 13: Termination and Eviction Procedures

### 13.1 Board meeting on Notice to Appear

#### a) Member and representative can attend meeting

When a Notice to Appear has been given, the member is entitled to appear at the board of directors meeting and can have a lawyer or other representative present. The member or the representative can speak at the meeting. They can also deliver written statements before the meeting or at the meeting. They can take notes but cannot record the meeting proceedings using any audio or video-recording device. The board sets the procedure for the meeting and can limit the number of people brought by the member.

#### b) Continuing the meeting

If the board of directors decides to continue the meeting on another date, no new Notice to Appear is required if the time and place to continue the meeting is announced at the original meeting.

#### c) Making a decision

Having reviewed all the facts and considered the written and oral presentations, the board of directors may decide by simple majority to implement an alternative action to evicting the member (see Article 14 for examples).

The board of directors makes an eviction decision by passing a special resolution to evict the member. There must be a two-thirds majority vote in favour of the resolution. The meeting minutes should list all the directors in attendance but do not have to state who made or seconded the motion, or how each director voted.

The board decision should state the grounds on which the decision to evict is based. The board can record its decision using *Schedule F* or *Schedule G* attached to these Rules. Written notice of the decision to terminate membership and evict must be given to the member within seven (7) business days of the board resolution.

#### d) Date of termination

The eviction decision can state a termination date that is later than the proposed termination date in the Notice to Appear. The member must continue to pay housing charges until the termination date stated or until he/she vacates the unit, whichever is earlier.

#### e) Membership rights on termination

Membership ends on the termination date stated in the Notice of Termination of Membership. When the individual is no longer a co-op member, he/she cannot attend co-op meetings as a member, or vote, or run for election to the board of directors. If the member was on the board of directors, their position is automatically vacated on the day that their co-op membership ends.

#### f) Right of appeal

The Notice of Termination of Membership must include information about the member's right to appeal the board of directors' decision to the Registrar of Cooperatives (see Section 6.12 of the *OGHC Bylaws*).

## **Article 14: Alternatives to Eviction**

The board of directors can take steps to deal with breaches of the Occupancy Rules without resorting to eviction. These steps might be implemented without giving the member a Notice to Appear or after a Notice to Appear is issued.

### **14.1 Examples of alternative actions**

These may include, but are not limited to:

- sending a warning letter
- mediation, which could be paid for by the co-op
- limiting access by the member or another person to the co-op staff or office, or other parts of co-op property, or requiring different ways of access
- limiting or prohibiting access by specified non-residents to co-op property
- limiting contact between certain households or household members
- signing an Arrears Payment Agreement with the member
- signing a Performance Agreement with the member

### **14.2 Performance Agreements**

The board of directors could decide to sign a Performance Agreement with the member:

- before issuing the member with a Notice to Appear
- after issuing a Notice to Appear, before the board meeting takes place
- at the board meeting, instead of passing a resolution to terminate co-op membership and evict the member.

*Schedule H* and *Schedule I* attached to these Rules are sample Performance Agreements which can be modified as required.

### **14.3 Time limits**

The board of directors can set reasonable time limits for the member to perform the actions described in a Performance Agreement.

### **14.4 Information to others**

#### **a) Limited information**

The board of directors must limit information shared with others about a Performance Agreement that has been signed with a member. Information that can be disclosed may be stated as part of the Agreement.

#### **b) What can be disclosed**

If a Performance Agreement does not state what can be disclosed, the board of directors can decide to tell others (eg the complainant) that there is a Performance Agreement in place. Details of the Agreement shall only be disclosed to the property manager, committee chairs and others on a need-to-know basis (see *OGHC Personal Information Protection Policy*).

#### **14.5 Non-performance by member**

If the member does not comply with the terms of the Performance Agreement, the board cannot proceed to evict the member without issuing a new Notice to Appear. This must be given under Article 11 (*Dealing with Arrears*) or Article 12 (*Dealing with Problems*). The same procedure will be followed as if there had not previously been a Performance Agreement in place.

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

All Performance Agreements must be authorized by the board of directors except as detailed in Article 11, Section 11.6b - first request for an Arrears Payment Agreement.

## **Article 15: Appeals of Termination of Membership and Eviction**

### **15.1 How to appeal**

A member who wants to appeal an eviction decision must give written notice to the Registrar of Cooperatives within seven (7) business days of receiving the Notice of Termination of Membership from the board of directors.

### **15.2 Appeal information and procedures**

Appeal procedures are set by the Registrar of Manitoba Cooperatives, and are outlined in Section 280 of the *Cooperatives Act of Manitoba* and accompanying Regulations.

### **15.3 Membership status during appeal**

The *Cooperatives Act of Manitoba* states that an individual, who is appealing termination of his/her co-op membership, remains a member of the cooperative with full membership rights until the appeal process is concluded. The member must continue to pay housing charges until a decision is made by the Tribunal.

### **15.4 Re-admitting a member**

If the board of directors' decision to terminate co-op membership and evict a member is confirmed by the Housing Appeal Tribunal, then that person can only be re-admitted into membership of the co-operative by a special resolution (requiring a two-thirds majority) at a meeting of the co-op's members. A period of nine (9) months from the date of termination must elapse before a request for re-admission will be considered.

## Article 16: Miscellaneous

### 16.1 Co-op employees

#### a) Not members

A permanent employee of the co-op cannot be a member of the co-op or live in the household of a member.

#### b) Exceptions

Paragraph (a) does not apply to co-op members and members of their households:

- i. who are temporarily employed by the co-op, if the total employment for all members of the household is not more than two (2) weeks in a year
- ii. who are on-call committee members, if the total on-call payment for all members of the household is not more than one (1) day a week of on-call on average, or
- iii. who are employed by a property management company or another contractor of the co-op, if the total employment at the co-op for all members of the household is not more than two (2) days a week on average.

#### c) Serving on co-op board of directors

Members in the first two exceptions can be on the board of directors, but they have to declare a conflict of interest whenever it occurs and follow the rules described in Section 3.18 of the *OGHC By-laws*. Members in the third employment category cannot serve on the board of directors.

### 16.2 Proof of status

#### a) Requested from member

The co-op can ask a member to prove:

- the member's household composition
- the member's household income, to determine eligibility for affordable housing
- the member's household income, if the member receives monthly housing charge subsidy
- that the member's unit is the member's principal residence
- that the member is not profiting from any financial arrangement with guests or sub-occupants
- that the member is complying with the co-op's By-laws, Rules and policies or with government requirements, as applicable.

#### b) Member response

If asked, members must give complete and timely proof of the things stated in paragraph (a). Their response can include providing originals or copies of any relevant document or providing sworn statements from each person involved.

If a member fails to provide proof, the co-op can conclude that this is evidence that the member is not complying with the co-op's By-laws, Rules and policies, or with government requirements, as applicable. Failure to provide proof under this Section is a breach of the Occupancy Rules.



### **16.3 Legal action**

The board of directors may designate one or more directors to implement decisions made by the board that require legal action on behalf of the co-op. These directors can:

- give all necessary directions to the co-op's lawyers and paralegals,
- represent the co-op during court actions and at the Housing Appeal Tribunal,
- make a settlement or other agreement after consulting with the co-op's lawyers.

The board of directors can choose someone to assist the board in legal actions, either by making it part of that person's job description, or by a board motion. This will be the property manager unless the board decides something else.

### **16.4 Co-op costs**

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

### **16.5 Serving documents**

#### **a) Ways to serve documents**

Notices relating to eviction and other written documents must be sent to the member's recorded address. They are considered served on a member if given in any of the following ways:

- handing it to the member, in the presence of a witness
- handing it to an apparently adult person in the unit, in the presence of a witness
- leaving it in the mail box where mail is ordinarily delivered to the member, in the presence of a witness
- sliding it under the door of the member's unit, in the presence of a witness
- mailing it to the last known address where the member lived or worked, with a signature required on receipt.

#### **b) More than one member**

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

### **16.6 Reporting legal actions by members against the co-op**

If a member sues the co-op or takes other legal action against the co-op, such as a complaint to the Manitoba Human Rights Commission, the board of directors may report the matter to the members in writing or orally at a members' meeting. The report can include relevant detail, including personal information about the member who started the action. The board does not have to report the matter to the membership if it does not believe it would be in the best interests of the co-op to do so. The board would normally seek legal advice about any disclosure or decision not to disclose.

### **16.7 Reporting external complaints by members about the co-op**

If a member makes a complaint about the co-op to anyone outside the co-op, or sends anyone outside the co-op a copy of an internal complaint, the board of directors is entitled to respond to that complaint to the same persons or organizations. In doing so the co-op can disclose relevant personal information about the member and the member's household. Examples include member complaints distributed through social media, print media, or radio or TV stations, or sent to bodies like Manitoba Housing, Canada Mortgage and Housing Corporation, or the Co-operative Housing Federation of Canada.

### **16.8 Rights not cancelled**

The only way the co-op can cancel or waive any rights is under an Arrears Payment Agreement or other Performance Agreement or settlement agreement authorized under these Rules and signed by the co-op. The co-op does not waive any Notice to Appear, eviction decision or other rights by:

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

### **16.9 Subordination**

- The rights granted to co-op members in these Occupancy Rules are subject and subordinate to the terms and provisions of any ground lease, of any mortgage or trust deed, or of any other agreement the co-op has with any lender. At the co-op's request and expense, members must sign any and all documents which the co-op or any lender may deem necessary or desirable to grant this priority.
- Any notice regarding default, foreclosure or other legal action related to the ground lease or mortgage will be given to the co-op and/or its officers who act on behalf of every member. Members waive their right to receive such notices individually. Members agree not to file a caveat or other charge against the co-op's title in respect to these Rules or in respect to any other claim that they may have.

### **16.10 Minor errors, omissions or irregularities**

A minor error, omission or irregularity in wording will not affect any decision made by the board of directors.

### **16.11 Signing Schedules for the co-op**

The Schedules to these Occupancy Rules (including any Appendices) can be signed on behalf of the co-op by the property manager or another staff member, by any director, or by anyone authorized to do so by the board of directors.

### **16.12 Starting date for these Rules**

These Rules will go into effect on the date when they are confirmed by the membership.

## Attachment A: Summary of Time Requirements with Examples

In case of conflict the *Cooperatives Act of Manitoba* and the co-op By-laws govern over Attachment A.

### Notice of proposed budget

**4.3** Must be delivered to each unit at least five (5) business days before the budget meeting.

**Example:** Budget meeting scheduled for Saturday June 16, 2018.

Last day to deliver a copy of the budget to co-op members is Monday June 11, 2018.

### Changes in housing charges

**4.4** Begin on the first day of the third month after the board approves the change.

**Example:** Budget meeting is held on Wednesday June 19, 2018 and the board approves the budget.

July is the first month after the decision.

August is the second month after the decision.

Therefore, the new housing charges take effect on September 1, 2018.

### Notice of entry

**5.3(b)** At least 48 hours' notice is required. A time range can be given.

**Example:** Plumber due at 8:00 a.m. on Monday March 5, 2018 to work on 6 units.

Notice must be given to affected households by 8:00 a.m. on Saturday March 3, 2018.

The notice can cover the estimated time for the work to be completed eg 3 days.

### Showing the unit

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

**Example:** Potential new resident to look at the unit at 7:00 pm on June 13, 2018.

Notice must be given by 7:00 p.m. on June 12, 2018.

### Major damage (by fire or other cause)

**5.4(a)** Board will propose a solution to members within thirty (30) days of occurrence.

**Example:** Flood occurs on March 15, 2018.

Members will be notified of decision by April 14, 2018.

<p><b>Failure to reside</b></p> <p><b>6.2(a)</b> Members may not be absent from their unit more than four (4) months in any twelve (12) month period without permission from the board of directors.</p> <p><b>Example:</b> Member will be away November 2018 thru March 2019. This period covers two calendar years but is more than 4 months in total. Member will need permission from the board.</p>
<p><b>Casual/short-term guests</b></p> <p><b>8.3(b)</b> Householders must advise the property manager of any guests staying in their unit for more than seven (7) days and indicate the projected length of the visit.</p>
<p><b>Absence from unit</b></p> <p><b>8.6d</b> Householders must not be absent from their unit for more than four (4) consecutive months in any twelve (12) month period without the permission of the board of directors.</p> <p><b>Example:</b> Member will be away November 2018 thru March 2019. This period covers two calendar years but is more than 4 months in total. Member will need permission from the board.</p>
<p><b>Reporting change in household size</b></p> <p><b>9.2</b> Notice must be given to co-op within ten (10) business days.</p> <p><b>Example:</b> Adult child gets married on Saturday May 5, 2018 and leaves home permanently. May 6 is a weekend. May 12 and 13 fall on a weekend. Notice to co-op due on or before Friday May 18, 2018.</p>
<p><b>Ending co-op membership and occupancy</b></p> <p><b>10.2(b)</b> At least 3 months written notice required, ending on the last day of a month.</p> <p><b>Example:</b> Member wants to withdraw from co-op effective June 30, 2018. Notice must be delivered to co-op office on or before April 1, 2018.</p>
<p><b>Only part of household ends co-op membership and occupancy</b></p> <p><b>10.3(c)</b> Co-op member continuing to live in the unit must notify the co-op in writing within ten (10) business days of the co-op member leaving.</p> <p><b>Example:</b> One member leaves on Friday August 10, 2018. Notice must be delivered to the co-op office on or before Friday August 24, 2018</p>

<p><b>Urgent application for co-op membership by a long-term guest</b></p> <p><b>10.3(h)</b> In order to continue living in the unit, a long-term guest must make a written application for co-op membership within ten (10) business days of the departing member giving notice, or leaving.</p> <p><b>Example:</b> Co-op member leaves (without giving notice) on Friday 29 June, 2018. 30 June and 1 July fall on the weekend; 2 July is a statutory holiday (for 1 July) July 7 and 8 fall on a weekend. July 14 and 15 fall on a weekend. Notice must be received by the board of directors on or before Monday July 16, 2018.</p>
<p><b>Death of a member</b></p> <p><b>10.4(a)</b> Co-op membership and occupancy rights end thirty (30) days from the date of death.</p> <p><b>Example:</b> Member dies on March 15, 2019. Co-op membership and occupancy rights end on April 14, 2019.</p>
<p><b>Repurchase of member shares</b></p> <p><b>10.6(a)</b> Member who has given required notice may request repurchase of Member Shares no later than six (6) months from date of notice.</p> <p><b>Example:</b> Member wants to withdraw from co-op effective June 30, 2019. Notice was delivered to co-op office on or before April 1, 2019. Member Shares will be repurchased by co-op by October 1, 2019 (see By-law 6.13)</p>
<p><b>Notice to Appear for arrears</b></p> <p><b>11.2(b)</b> Notice to Appear for arrears to be given by manager by noon on fifth business day of the month.</p> <p><b>Example:</b> Housing charges are due on Friday February 1, 2019. February 2 and 3 fall on a weekend. Fifth business day is Thursday February 7, 2019.</p>
<p><b>Unit left vacant by member death</b></p> <p><b>10.4(h)</b> Member's estate will be responsible for paying housing charges for the month in which the member died and the following month.</p> <p><b>Example:</b> Member dies on March 15, 2019. Estate pays housing charges for March and April.</p>

<p><b>Notice of board meeting (for Arrears or Breach of Occupancy Agreement)</b></p> <p><b>11.7 or 12.3</b> Notice must be given at least seven (7) business days before the board meeting.</p> <p><b>Example:</b> Board meeting is scheduled for Wednesday February 20, 2019. February 16 and 17 fall on a weekend. Member must be notified of board meeting date on or before Tuesday February 12, 2019.</p>
<p><b>Proposed termination date in Notice to Appear</b></p> <p><b>11.7 or 12.3</b> Termination date must be no less than fourteen (14) business days after board meeting.</p> <p><b>Example:</b> Board meeting is Wednesday February 21, 2018. February 24 and 25 fall on a weekend. March 3 and 4 fall on a weekend. Termination date must be on or after Tuesday March 13, 2018.</p>
<p><b>Delivery of notice of eviction decision to member.</b></p> <p><b>13.1(c)</b> Written notice of the decision to terminate co-op membership and evict the member must be given within seven (7) business days of the board resolution.</p> <p><b>Example:</b> Board meeting is Wednesday February 21, 2018. February 24 and 25 fall on a weekend. Last day to deliver notice to member is Friday March 2, 2018.</p>
<p><b>Appeal of an eviction decision</b></p> <p><b>15.1</b> Member must give written notice to the Registrar of Cooperatives within seven (7) business days of receiving the notice of eviction decision from the board of directors.</p> <p><b>Example:</b> Notice of eviction decision is delivered to member on Friday February 23, 2018. February 24 and 25 fall on a weekend. March 3 and 4 fall on a weekend. Member's appeal must reach the Registrar of Cooperatives on or before Tuesday March 6, 2018.</p>

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## **SCHEDULES**

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**OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD.**

200 Arlington Street, Winnipeg MB R3G 0W6

**SCHEDULE B: Long-term Guest Agreement**

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

**(PRINT) Name of member(s):** \_\_\_\_\_

\_\_\_\_\_

**(PRINT) Name of LT Guest(s):** \_\_\_\_\_

\_\_\_\_\_

**Agreement start date:** \_\_\_\_\_

**Agreement end date:** \_\_\_\_\_

**Terms of agreement:**

1. The co-op agrees that the long-term guest can live in the member(s) unit as a part of the member(s) household, beginning on the Start Date stated in this agreement.
2. If a date is filled in for the End Date, the long-term guest agrees to leave the member(s) unit on or before the End Date. The long-term guest must have advance written permission from the co-op and the member(s) to stay beyond this date.
3. Subject to board approval, a long-term guest may live in the member(s) unit for an indefinite period of time. Indefinite long-term guest agreements are subject to board review every two (2) years.
4. The long-term guest acknowledges that the unit is a member unit under the *Cooperatives Act of Manitoba* and that the long-term guest is not a tenant under the *Manitoba Residential Tenancies Act*.
5. The long-term guest agrees to leave the member(s) unit if the member(s) or the co-op requests it. The long-term guest will be entitled to advance written notice of this decision.
6. The long-term guest agrees to leave the unit if the member(s) withdraw from co-op membership, or if co-op membership is terminated for cause. Written notice will be provided.
7. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give him/her a right to live in the unit in the member's absence, or live in any other co-op unit, or request a position on the co-op's Internal Waiting List for units.
8. Throughout the period of this agreement, the member(s) continues to be responsible to the co-op for all housing charges and to fulfill all obligations to the co-op.
9. Co-op members may not profit from long-term guest agreements. The member(s) and the long-term guest acknowledge and understand that the only payment the long-term guest is permitted to make to the member(s) is a fair share of the housing charges and other co-op related charges. Any additional payment is against the law. The co-op may request proof of compliance.



10. Co-op members are responsible for any act or failure to act by any member of their household, including a long-term guest. The long-term guest agrees not to break any of the terms of the member(s) Occupancy Agreement, nor break any co-op By-laws and Policies.
11. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

**Signatures:**

Member: \_\_\_\_\_

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

Member: \_\_\_\_\_

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

LT-Guest : \_\_\_\_\_

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

LT-Guest : \_\_\_\_\_

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

For Old Grace Not-for-profit Housing Co-operative Ltd.

Sign: \_\_\_\_\_

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

PRINT Name: \_\_\_\_\_

Position: \_\_\_\_\_

# OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD

200 Arlington Street, Winnipeg MB R3G 0W6

## SCHEDULE C: Sub-occupancy Agreement

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

(PRINT) Name of member(s): \_\_\_\_\_

\_\_\_\_\_

(PRINT) Name of sub-occupant(s): \_\_\_\_\_

\_\_\_\_\_

Agreement start date: \_\_\_\_\_

Agreement end date: \_\_\_\_\_

Current monthly housing charges: \$ \_\_\_\_\_

Additional monthly charges: \$ \_\_\_\_\_

### Terms of agreement:

1. The co-op agrees that the sub-occupant can live in the member(s) unit from the Start Date to the End Date stated in this agreement. The sub-occupant agrees to leave the member(s) unit on or before the End Date. The sub-occupant must have advance written permission from the member(s) and from the co-op to stay beyond this date.
2. The sub-occupant acknowledges that the unit is a member unit under the *Cooperatives Act of Manitoba* and that the sub-occupant is not a tenant under the *Manitoba Residential Tenancies Act*.
3. The sub-occupant agrees to leave the unit if the member(s) or the co-op requests it. The sub-occupant will be entitled to thirty (30) days' written notice.
4. The sub-occupant agrees to leave the unit if the member(s) withdraw from co-op membership, or if the member(s) co-op membership is terminated for cause, such as housing charge arrears. The sub-occupant will be entitled to thirty (30) days' written notice.
5. The sub-occupant acknowledges that the co-op only allows members and their households to occupy co-op units, except for temporary sub-occupancy arrangements. This agreement does not give the sub-occupant a right to permanently live in the unit, or live in any other co-op unit, or request a position on the co-op's Internal Waiting List for units.
6. The sub-occupant agrees not to break any of the terms of the member(s) Occupancy Agreement, nor break any co-op By-laws and Policies while living in the unit. The board of directors can end the sub-occupant's right to stay in the unit for cause, namely breach of the Occupancy Agreement. The sub-occupant will be entitled to thirty (30) days' notice to leave the unit.
7. The member(s) must update the co-op in writing within five (5) business days of any change in their contact information during the term of this agreement. If the co-op needs to contact the member(s), the

time of service of the notice or document will be when it was delivered or served at the member(s) last known address.

- 8. Throughout the period of this agreement, the member(s) continue to be responsible to the co-op for all housing charges and other co-op related charges, which must be paid directly to the co-op. The member(s) and the sub-occupant will make their own financial arrangements. Changes in the monthly housing charges may be approved by the board of directors during the period of this agreement.
- 9. Co-op member(s) may not profit from a sub-occupancy agreement. The member(s) and the sub-occupant acknowledge and understand that the only payment the sub-occupant is permitted to make to the member(s) is the monthly housing charges and other co-op charges for services. Any additional payment is against the law. The co-op may request proof of compliance.

**Signatures:**

Member: \_\_\_\_\_

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

Member: \_\_\_\_\_

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

Sub-Occ : \_\_\_\_\_

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

Sub-Occ : \_\_\_\_\_

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

For Old Grace Not-for-profit Housing Co-operative Ltd.

Sign: \_\_\_\_\_

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

PRINT Name: \_\_\_\_\_

Position: \_\_\_\_\_

**Member's contact information:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD.**

200 Arlington Street, Winnipeg MB R3G 0W6

**SCHEDULE D: Notice to Appear for Arrears**

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

**(PRINT) Name of member(s):** \_\_\_\_\_  
\_\_\_\_\_

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

The grounds for this are that you have failed to pay housing charges to the co-op. The amount owing is stated in this Notice. This is grounds for eviction under Section 11.1 of the Occupancy Rules.

The board meeting to consider this matter will be held at the time and place stated in this Notice. Please come at the time for you to arrive.

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

The proposed date for ending your co-op membership and occupancy rights is stated in this Notice. You do not have to vacate the suite before the proposed termination date. At the meeting, the board may set a later date.

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

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

**Time for you to arrive:** \_\_\_\_\_

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

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

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

Other documents: \_\_\_\_\_  
\_\_\_\_\_

**Signature:**

Old Grace Not-for-profit Housing Co-operative Ltd.

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

\_\_\_\_\_

*Print name & title below*

**OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD.**

200 Arlington Street, Winnipeg MB R3G 0W6

**SCHEDULE E: Notice to Appear for Breach of Occupancy Agreement**

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

**(PRINT) Name of member(s):** \_\_\_\_\_  
\_\_\_\_\_

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

The grounds for this are that you have broken co-op By-laws, Occupancy Rules or Policies, as detailed in this Notice.

The board meeting to consider this matter will be held at the time and place stated in this Notice. Please come at the time for you to arrive.

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

The proposed date for ending your membership and occupancy rights is stated in this Notice. You do not have to vacate the suite before the proposed termination date. At the meeting, the board may set a later date.

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

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

**Time for you to arrive:** \_\_\_\_\_

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

**Grounds for termination:**

(a) **By-laws, Occupancy Rules, or Policies broken:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**List documents provided electronically:** (eg copies of letters of complaint received, reports from co-op manager, etc.)

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**List additional documents available for review in co-op office:**

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**Signature:**

Old Grace Not-for-profit Housing Co-operative Ltd.

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

\_\_\_\_\_

*Print name & title below*

**OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD.**

200 Arlington Street, Winnipeg MB R3G 0W6

**SCHEDULE F: Notice of Termination of Membership for Arrears**

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

**(PRINT) Name of member(s):** \_\_\_\_\_  
\_\_\_\_\_

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

The co-op gave you a Notice to Appear as required by the *Cooperatives Act of Manitoba* and the co-op's By-laws. A meeting of the co-op board of directors was held on the date stated below to consider your situation.

**Decision:**

Your membership in the co-op is ended on the termination date stated in this Notice. Your occupancy rights are ended on the same date.

**Reasons:**

The board of directors made its decision because you owed housing charges to the co-op on the date of the board meeting. This is grounds for eviction under Section 11.1 of the Occupancy Rules.

**Right to Appeal:**

You may appeal the decision of the board, by filing a Notice of Appeal with the Registrar of Cooperatives (see attached information). This must be done within seven (7) business days of receiving this Notice.

If you appeal the termination decision, you must continue to pay housing charges until a decision is made by the Housing Appeal Tribunal.

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

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

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

**The member(s) attended the board meeting:** Yes: \_\_\_\_\_ No: \_\_\_\_\_ Who: \_\_\_\_\_

**Representative of the member (s) attended the board meeting:** Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

**Qualification:** Lawyer: \_\_\_\_\_ Paralegal: \_\_\_\_\_ Other: \_\_\_\_\_

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

If you fail to vacate the suite on or before the termination date stated in this Notice, the co-op is authorized to obtain an Order of Possession and evict you.

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

**Signature:**

Old Grace Not-for-profit Housing Co-operative Ltd.

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

\_\_\_\_\_

*Print name & title below*



**OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD.**

200 Arlington Street, Winnipeg MB R3G 0W6

**SCHEDULE G: Notice of Termination of Membership for Breach of Occupancy Agreement**

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

**(PRINT) Name of member(s):** \_\_\_\_\_  
\_\_\_\_\_

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

The co-op gave you a Notice to Appear as required by the *Cooperatives Act of Manitoba* and the co-op's By-laws. A meeting of the board of directors was held on the date stated below to consider your situation.

**Decision:**

Your membership in the co-op is ended on the termination date stated in this Notice. Your occupancy rights are ended on the same date.

**Reasons:**

The board of directors made its decision because you broke the co-op's By-laws, Occupancy Rules or Policies in a way that the board considers serious. Eviction is considered an appropriate response.

**Right to appeal:**

You may appeal the decision of the board, by filing a Notice of Appeal with the Registrar of Cooperatives (see attached information). This must be done within seven (7) business days of receiving this Notice.

If you appeal the termination decision, you must continue to pay housing charges until a decision is made by the Housing Appeal Tribunal.

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

**Grounds for termination:** *(Insert grounds from Notice to Appear as decided by board)*

(a) **By-laws, Occupancy Rules or Policies broken:** \_\_\_\_\_

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

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

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

The member(s) attended the board meeting: Yes: \_\_\_\_\_ No: \_\_\_\_\_ Who: \_\_\_\_\_

Representative of the member(s) attended the board meeting: Yes: \_\_\_\_\_ No: \_\_\_\_\_

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

Qualification: Lawyer: \_\_\_\_\_ Paralegal: \_\_\_\_\_ Other: \_\_\_\_\_

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

If you fail to vacate the suite on or before the termination date stated in this Notice, the co-op is authorized to obtain an Order of Possession and evict you.

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

**Signature:**

Old Grace Not-for-profit Housing Co-operative Ltd.

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

*Print name & title below*

**OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD.**

200 Arlington Street, Winnipeg MB R3G 0W6

**SCHEDULE H: Performance Agreement for Arrears**

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

**(PRINT) Name of member(s):** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

The member:

- a) admits that the co-op is owed the amount of housing charges stated in this Agreement.
- b) agrees to pay the entire amount owing as follows:

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

- c) agrees to make these payments to the co-op office by 4:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 4:00 p.m. on the next business day.
- d) agrees to pay all monthly housing charges on or before the first day of each month from the date this Agreement is signed.
- e) agrees to make all arrears payments and monthly housing charge payments by money order or debit card (if available at the co-op). This will apply until all arrears are paid.
- f) agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

- g) understands the terms and conditions of this Agreement and has had the opportunity to get legal advice.
  
- h) understands that, if he/she breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

**Signatures:**

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

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

For Old Grace Not-for-profit Housing Co-operative Ltd.

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Completion of Performance Agreement**

The undersigned verifies that all conditions of the Performance Agreement have been met.

For Old Grace Not-for-profit Housing Co-operative Ltd.

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**OLD GRACE NOT-FOR-PROFIT HOUSING CO-OPERATIVE LTD.**

200 Arlington Street, Winnipeg MB R3G 0W6

**SCHEDULE I: Performance Agreement for Breach of Occupancy Agreement**

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

**(PRINT) Name of member(s):** \_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

The member

a) admits that the following is true: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

b) agrees to: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c) authorizes the co-op to give information about this Agreement to others as follows:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

d) understands the terms of this Agreement and has had the opportunity to get legal advice.

e) understands that if he/she breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

**Signatures:**

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

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

For Old Grace Not-for-profit Housing Co-operative Ltd.

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_

**Completion of Performance Agreement**

The undersigned verifies that all conditions of the Performance Agreement have been met.

For Old Grace Not-for-profit Housing Co-operative Ltd.

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

Name: \_\_\_\_\_ Position: \_\_\_\_\_