Old Grace Housing Co-operative Occupancy Rules: A Brief Summary

This is a very brief summary of the Old Grace Housing Co-operative Occupancy Rules. Before signing the Occupancy Agreement, please read the full Occupancy Rules document which is available on the OGHC website or in print form upon request.

The co-op By-laws and Occupancy Rules, along with our Policies and House Rules, describe in detail how we expect to live together in the co-op.

By signing the Occupancy Agreement, you are saying that you understand and agree with the By-laws and Occupancy Rules of Old Grace Housing Co-operative.

Article 1: Conditions of Occupancy

- Members are expected to respect the co-op's By-laws and all other rules that govern the co-op.
- Members are expected to be considerate of others living in the building.
- Members are expected to participate in co-op life.

Article 2: Members' Rights

- Members have the right to live in a co-op unit, use its common areas, and be involved in governing the co-op by voting at meetings.

Article 3: Members' Contributions

- Members must pay their housing charges and other charges on the first day of each month. These are detailed in Appendix A of the Occupancy Agreement.
- Members must buy Tenant's Insurance to protect their property, and also to protect themselves from claims, for example if they cause damage to the building, or if someone is injured in their suite.

Article 4: Setting Housing Charges

- The co-op board of directors sets the housing charges each year.
- The annual budget is presented to members for review and feedback, but budget decisions rest with the board.

Article 5: Members' Units

- The co-op will carry out all repairs and maintenance for normal wear and tear.
- Members who cause damage beyond regular wear and tear are responsible for paying to repair it.
- The co-op does not have to reduce members' housing charges when repairs to their units or appliances take longer than expected.
- All changes made to a unit must be in line with co-op policies.
- The co-op can make members restore their suite to its original form before they leave the co-op.

Privacy and access

- The co-op must give members 48 hours' notice before entering a unit to inspect or maintain it.
- The co-op must give members who are leaving the co-op 24 hours' notice to show the unit to other people.
- In an emergency situation, co-op staff or volunteers may enter the unit at any time.

Damage by fire or other cause

- The co-op has 30 days to decide whether to restore a unit that has extensive damage.
- Housing charges will not apply if a member cannot live in the unit due to the damage.
- The co-op does not have to provide alternative housing. If the unit is not restored, the member will no longer have the right to live in the co-op.

Co-op liability for damage or loss

- The co-op is not responsible for members' lost or damaged property (e.g. spoiled food due to a power failure). This is why the co-op requires members to have Tenant's Insurance to cover the replacement cost of their possessions.
- The co-op is not responsible for harm that happens to guests of co-op members in the member's suite. This is why the co-op requires members to have Tenant's Insurance that protects them from liability.

Article 6: Use of Units

- Members must use their unit as their principal residence and personally occupy it. For example, renting a unit out through Airbnb is not allowed.
- Co-op membership cannot be transferred to another person (even a family member) .
- Members must not carry out activities in their units that will cost the co-op more insurance (e.g. running a manufacturing operation).

Article 7: Behaviour

- Members should be respectful of others, live according to the rules set by the co-op, and not break laws, in their suite or anywhere on the property.

Article 8: Residents, Guests, Approved Residents and Sub-Occupants

- Only the people named on page 1 of the Occupancy Agreement have the right to live in the unit permanently.
- Guests may stay up to 3 months in a 12-month period. After that, they must apply to become a approved resident. Guests and approved residents must follow the co-op's Occupancy Rules.
- Members must have board permission to be away more than 4 straight months in a 12-month period.

- Members must have board permission to have someone else live in their suite while they are away. Sub-occupants must follow the co-op's Occupancy Rules.
- A non-member may only rent a suite if the suite has been empty for 3 months and the co-op cannot find a new member to be a resident.

Article 9: Unit Allocation and Household Size

- Members have to prove they are financially eligible before receiving an Affordable Housing subsidy from the Province.
- Members who receive an Affordable Housing subsidy from the Province may not have more bedrooms than occupants (e.g. 2 people may not live in a 3-bedroom Affordable suite).
- Members who receive monthly Rent Supplement have to follow Manitoba Housing's rules about number of occupants and unit size.

Article 10: Member Withdrawal from Co-Op

- Members must give at least 3 months' written notice to leave the co-op. The leaving date is the last day of the month.
- If a member dies, their co-op membership is cancelled 30 days after their death. Their estate must pay the housing charges for the following month.
- When a member gives notice to leave, they can ask the co-op to buy back their member shares, and can expect a refund within 6 months. The co-op may deduct its costs (e.g. repairs to the suite beyond normal wear and tear) from the repayment.
- Anything left behind when a member moves out becomes the property of the co-op.

Article 11: Member Default – Payment Arrears
Article 12: Breach of Bylaws or Occupancy Rules

- The co-op can evict a member for being more than 7 days late in paying their housing charges, or for breaking co-op By-laws, Occupancy Rules, Policies or House Rules.

Article 13: Termination and Eviction Procedures
Article 14: Alternatives to Eviction

- Members who owe housing charges or have broken co-op Occupancy Rules must meet with the co-op board within 7 days. The board then has 7 days to give a written decision.
- The board will always try to find alternatives to evicting a member.

Article 15: Appeal of Termination

- The co-op By-laws describe how a member can appeal an eviction. If the board decision to evict is upheld, the eviction is effective immediately. The board has the right to remove all people in the household and their property.

Article 16: Miscellaneous

- Generally, an employee of the co-op cannot also be a member of the co-op, or live in the household of a co-op member.
- The co-op has the right to ask for proof of how many people are living in a suite, and their household income.
- When the co-op has to evict a member, the co-op has the right to deduct its legal costs and fees from the member shares paid by the household.
- When the co-op has to send a written notice to a member, this may be delivered in person, mailed or sent electronically.
- If a member makes a complaint about the co-op to an outside person or organization, or takes legal action against the co-op, the board may report this to the whole co-op membership. and may share information about the member's household.