Old Grace Not-for-profit Housing Co-operative Ltd.
100-200 Arlington Street, Winnipeg MB R3G 0W6

OCCUPANCY RULES

Concerning the Rights and Obligations

of the Co-op and the Members

Passed by the Board of Directors on November 18, 2017
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With all amendments approved by members to Feb 28, 2026

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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 OGHC 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*.
- ***Appendix C: Affordable Housing Terms.*** If the member is receiving the affordable housing construction subsidy, this Appendix has to be signed at the time 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 applicable Appendices must be signed by all members as well as any Approved Residents.

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) Approved Resident

An adult who is not a co-op member, but is authorized to reside in a unit for a period exceeding three months. Authorization is granted when a board representative signs a completed *Approved Resident Agreement*.

b) Business Day

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

c) Child

A person under 18 years of age, declared by the resident member(s) to be living in their unit with them full or part time.

d) Dependent (MB Housing)

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.

e) 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."

f) 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).

g) 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.

h) Household

The occupants of a housing unit who are members of the co-op, minor children or Approved Residents.

i) 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.

j) 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 monthly housing charges, after deducting or crediting any housing charge subsidy.

k) Legal action

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

l) Member

A person at least 18 years of age who has been approved for co-op membership and has purchased one (1) member share (see *OGHC By-laws, Section 6.01*). Board approval is granted when a board representative signs the new member's completed *Occupancy Agreement*.

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

A**n** 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.

p) Staff

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

q) Suite

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

r) Sub-occupant(s)

A person or persons occupying a unit in the temporary absence of the household co-op member(s) who has signed a *Sub-occupancy Agreement*.

s) Subordinate

Ranking beneath, having lower priority.

t) 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
- 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:

i. the co-op's administrative fee for a failed payment
ii. reimbursement of the co-op's financial institution charges for failed payments
iii. 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 arrangements 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:

i. any member of their household, or
ii. 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 recognize a shared responsibility for the well-being of our co-operative. Members freely and voluntarily contribute their skills and resources, according to their circumstances, to support our common goals of social harmony, and economic and environmental sustainability. (see *Vision, Mission and Values 2023*).
- Members participate in decision making and consultation through free, open and informed discussion. The co-op strives to support the ability of everyone to have an equal voice and to be heard.
- Members recognize each individual's unique value. We encourage mutual support and seek opportunities for each other to share our strengths and skills and build on them within our community.

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

i. 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).

ii. 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.

iii. Following move-in, a *Condition Report* will be completed by the member and a co-op Maintenance Committee representative.

iv. 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.

v. The co-op will ensure that the co-op property, grounds, common areas and facilities are well-maintained.

b) Responsibility of resident members

i. 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.

ii. Residents must keep their unit appliances clean and report any operating problems to the property manager.

iii. 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.

iv. 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

i. 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.

ii. 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.

iii. The member will be held responsible for damage and loss caused by any other member of their household, or by the members' guests, visitors, Approved Resident(s), 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

i. 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.

ii. 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 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 Maintenance Committee representative.

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

i. 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 Chair of the Maintenance Committee keys to their new locks, or cards, fobs or other things needed for entry to the unit.

ii. In an emergency, permission to change unit entry locks 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:

i. the annual unit inspection

ii. maintenance inspections, regular or special

iii. maintenance, repairs or renovations, or

iv. 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:

i. the member has given notice to end their membership and occupancy rights, or
ii. 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:

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

d) Limit of co-op responsibility

i. 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.

ii. 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 may 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 and Common Areas

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 notifying 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:
   i. is permitted by government regulations, including zoning by-laws;
   ii. requires the member to have a business license;
   iii. creates security concerns for other residents;
   iv. places excessive demands on the co-op's limited visitor parking;
   v. creates a disturbance that is inappropriate in a residential community, such as too much noise, after-hours noise, or large numbers of visitors;
   vi. limits resident access to any part of the co-op's common areas;
   vii. places excessive demands on co-op utilities, such as electricity and water;
   viii. has a negative effect on the co-op's indoor air quality;
   ix. 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 member may rent their unit, nor any part of their unit, through a booking service such Air BnB or the like.

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 Use of common areas

a) Co-op members have agreed on hours when there should be no unnecessary or excessive noise in the common areas. Details can be found in the *Quiet Hours Policy* posted on the OGHC website.

b) For the protection of children, the co-op reserves the right to:
    a) restrict their access to some common areas, or
    b) require their supervision by adult co-op members when in these areas.

c) Members have the right to store personal items in their lockers in the locker room. In addition, some items may be stored in these common areas:
    i. projects members are currently working on: Workshop/project room (B5);
    ii. bikes and other wheeled vehicles: Bike Room;
    iii. laundry supplies: Laundry Room;
    iv. small items that are regularly used in the common room, or food items intended for a member-sponsored event: Common Room.

d) Flammable or combustible materials such as propane, gasoline, solvents or spray cans cannot be stored in any of these areas.

e) For the protection of all members:
    i. the stairways and entranceways should be kept clear of member belongings;
    ii. hallway floors must be kept free of any items.

f) All other common areas are not intended for the storage of member items. Members can donate items to the co-op, but the co-op has the right to accept or reject these donations. With proper notice, the co-op has the right to remove and dispose of property that is being improperly stored or has been abandoned.

6.5 No transfer of membership or occupancy rights

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

6.6 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 or Approved Residents. Profit does not include guests, Approved Residents or sub-occupants paying their fair share of the housing charges and other household costs (see Article 8, Sections 8.4 and 8.7).

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*).

6.7 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:

i. Fire and property insurance, as required by the mortgage holder
ii. Equipment insurance
iii. Public liability insurance
iv. 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.*

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

i. any member of their household, or
ii. 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:

i. ask the board of directors to evict any person who commits domestic violence
ii. make an emergency request that locking systems on their unit entry doors be changed
iii. request an emergency housing charge subsidy if available under the co-op Rules and subject to any applicable government requirements
iv. 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:

i. an act of violence is reported by a reliable witness
ii. a restraining order or peace bond is in effect at the time the Notice to Appear is issued
iii. terms of bail allowing no contact are in effect at the time the Notice to Appear is issued, or
iv. 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 guest, Approved Resident, or 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 an Approved Resident or sub-occupant. (See Article 8.9)

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: Members, Guests, Approved Residents and Sub-occupants

OGHC is a community of people who share the co-op's stated values and philosophy. Guests, Approved Residents 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, Approved Residents and sub-occupants are welcome at OGHC are understood and accepted.

8.1 Unit occupancy

a) Who is considered part of a household?
   i. co-op members who reside in a unit
   ii. minor children residing in the unit
   iii. adult residents authorized by an *Approved Resident Agreement* to reside in the unit

b) Who is not considered part of the household?
   i. guests of the member(s),
   ii. sub-occupants approved by the board of directors.

8.2 Resident children turning eighteen

a) A delegate of the board will inform resident children turning 18 of the options available to them and their significance.

b) Upon turning eighteen, resident children who wish to continue living in the co-op must either apply for Approved Resident status or apply for co-op membership.

   i. **To become an Approved Resident:** They must complete and sign an *Approved Resident Agreement* jointly with the existing member(s) and a representative of the Co-op (see *Schedule B*).
   ii. **To become a member of the co-op:** They must complete and sign an *Application to Become a Friend of OGHC* and purchase a $50 Membership Share. A new *Occupancy Agreement* must be signed by the member(s) living in the unit, a board representative, and the newly-approved member.
   iii. If their application for co-op membership is denied, the applicant has the right to request a review of the board's decision (see *OGHC Friends and Members Application Policy)*. They may reapply for co-op membership at a future date.

8.3 Guests

a) Members have the right to have guests visit their units and stay with them for various, but limited, periods of time. All guests are required to observe the Occupancy Rules, policies and house rules.

b) A guest may not stay in a unit for more than three (3) cumulative months in any twelve (12) month period. 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 Approved Residents

a) Members 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 by completing an *Approved Resident Agreement*.

b) An *Approved Resident Agreement* must be signed by the member(s) living in the unit, a board representative, and the proposed Approved Resident, stating the terms of the agreement (see *Schedule B* attached to these Rules).

c) Approved Residents do not have the right to:

i. vote at members' meetings
ii. be placed on the co-op's internal waiting list for housing units
iii. occupy the unit independent of the resident member(s) unless designated on the members' *Vacation Notice Form* or *Notification of Intended Absence from the Co-op*.

d) An Approved Resident agrees not to break any of the terms of the co-op member(s) *Occupancy Agreement*. In the event of persistent and valid complaints about the behavior of an Approved Resident, the board of directors can cancel the *Approved Resident Agreement* for cause, using the following procedure:

i. The board will give notice to all co-op members in the household and to the Approved Resident to attend a board meeting convened for this purpose.
ii. At the meeting, the terms of the agreement will be reviewed. All co-op members in the household and the Approved Resident have a right to be heard.
iii. They will be advised of the board's decision within 7 business days. Since an Approved Resident is not a co-op member, this board decision cannot be appealed.

e) If an Approved Resident has been asked to leave the co-op, another co-op member cannot permit that person to stay in their unit without advance written approval from the board of directors. The board may treat the former Approved Resident as a trespasser and may remove them from co-op property.

f) Members must not profit directly or indirectly from any sharing arrangement with an Approved Resident. Profit does not include Approved Residents paying their fair share of the housing charges and other household costs. The co-op can ask members for proof of the financial arrangements made with their Approved Residents (see Article 16).

g) Where the household is receiving a housing charge subsidy, the reporting requirements of Manitoba Housing apply. Household income normally includes the income of all adult residents.

8.5 Responsibility for behavior of guests

a) 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 guests are responsible will be charged to the co-op member(s) with whom the guest is visiting or staying.

c) If a guest has been asked by the board of directors to leave the co-op, another co-op member cannot permit them to stay in their unit without written approval from the board. The board may treat the former guest as a trespasser and may remove them from co-op property.

8.6 Absence from unit

a) If a unit will be vacant for more than 7 days, the member(s) should complete the online *Vacation Notice Form* to provide emergency contact information and the name of the person who will be checking the vacant unit.

b) Members who intend to be absent from the co-op for more than four (4) consecutive months in any twelve (12) month period must notify the board of directors. This must be done in advance of leaving the co-op by completing a *Notification of Intended Absence from the Co-op* and sending this form to the board Secretary.

c) Members are not expected to be continuously absent from the co-op for more than twelve (12) months, but the board can agree to a longer term at its discretion. Members will be considered absent even if they visit their units for brief periods. The unit must remain the member(s) legal permanent residence while they are absent.

d) During a period of absence, no member may rent their unit or any part of their unit through a booking service such as Air BnB or the like.

e) Members remain responsible for paying their monthly housing charges and any other co-op related charges during their absence. Members should take care to comply with their own household contents insurance policy regarding how often a vacant unit must be checked.

f) Members receiving a monthly housing charge subsidy must comply with Manitoba Housing's limits on absence from their unit.

8.7 Sub-occupancy

a) Members who intend to be absent for more than four months may wish to have another person (a non-resident) occupy their unit while they are away. If so, they must include this information on their *Notification of Intended Absence from the Co-op.*

b) A *Sub-occupancy Agreement* must be completed in advance of leaving the co-op. This must be signed by all member(s) residing in the unit, the intended sub-occupant and a representative of the board (see *Schedule C* attached to these Rules).

c) Normally, sub-occupancy agreements can last only twelve (12) months, but the board can allow a longer term at its discretion.

d) Member(s) remain responsible to pay all monthly housing charges and other co-op charges related to their unit during the sub-occupancy. The member(s) and the sub-occupant will make their own financial arrangements.

e) Member(s) receiving a monthly housing charge subsidy must comply with Manitoba Housing regulations regarding sub-occupancy.

f) Member(s) 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 member(s) make with a sub-occupant (see Article 16).

8.8 Responsibility for behavior of sub-occupants

a) The sub-occupant agrees not to break any of the terms of the co-op member(s) *Occupancy Agreement*. Damages to co-op property for which a sub-occupant is held responsible will be charged to the co-op member(s) in whose unit the sub-occupant is staying.

b) 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. The sub-occupant will be given written notice to leave the unit within fourteen (14) days of the board's decision.

c) 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 member cannot permit that person to stay in their unit.

c) The board of directors may treat the evicted person as a trespasser and may remove them from the co-op property. Member(s) 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

i. The co-op By-laws state that members 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.

ii. In the event that a new occupant cannot be found, the board of directors may decide to rent the unit to a non-member in order to offset the accumulating housing charges.

iii. The board must make sure that there is a written tenancy agreement. Before the tenancy starts, the board must pass a motion designating the unit temporarily a non-member unit.

b) Accommodation for live-in staff

i. 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.

ii. 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, or no longer be receiving Rent Supplement, 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 and confirmed by the board.

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. The four 3-BR townhouses on Evanson Street are also currently designated as affordable housing.
1-BR, 2-BR and 3-BR units on the Arlington site 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 for the most recent tax year is below the *Affordable Housing Program Income Limit*. The income of all household residents aged 18 and older must be included. The household income limits for eligibility are established by Manitoba Housing and differ for households with and without children or dependents.

The CRA *Notice of Assessment* for the most recently available tax year is required as proof of income. The Chair of the co-op Membership Committee will check the original, verify that this is a true record, and make a copy for the co-op's files.

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

If an existing co-op member(s) wishes to move into another 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 and confirmed by the board.

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) 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:

i. whether the co-op needs the unit for another household that must move
ii. the member's length of residency in the unit
iii. the member's Co-op Number (which represents the length of their involvement with the co-op)
iv. whether household size will exceed the maximum number of occupants for the unit
v. the composition of the household (number of adults and children, ages of the children)
vi. any documented health concerns (of the member, or another household occupant)
vii. 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 Manitoba Housing Standards. For instance, these may require that there is one bedroom for:

i. each cohabiting adult couple;
ii. each unattached household member 18 years of age and over;
iii. a same-sex pair of children under age 18;
iv. 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 resident:

i. has given the co-op written notice of withdrawal
ii. is no longer living in the co-op as their principal residence
iii. has moved into a long-term care facility
iv. 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.

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 or Approved Resident was added to the household. Manitoba Housing may insist the household move to a larger unit, if the co-op has one available.

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 different co-op unit if household size changes. 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 Change Units or Withdraw from the Co-op

10.1 Changing housing units

a) Eligibility for affordable housing

Whenever a co-op member wishes to move into affordable housing, proof of financial eligibility will be required (see Article 9.C.1).

b) Application of household size rules

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 (see Article 9.C.3). If a household does not meet the minimum size requirement for their present unit, the Membership Committee will give that household highest priority to move when a suitable unit becomes available (see Article 9.D.3)

c) Ninety days' notice required

Members may be offered an available unit as set out in the *OGHC Wait List and Suite Allocation Policy*. If they wish to accept the unit, they will be asked to fill out and sign the *Acceptance of Suite Offer and 90-Day Notice of Suite Change*. This form must be delivered to the co-op mailbox within 5 business days of the offer.

The End Date on the form indicates the date on which the member's responsibility for housing charges for their present unit would end. It is the later of:

i. the last day of the third full month after the acceptance date; OR
ii. the member's move-out date from their present unit.

d) Restrictions on applications for internal moves.

Members can only convert the category of the unit they are moving **TO** if the category of the unit they are moving **FROM** can also be converted. The Manitoba Government requires that all four Evanson townhouse units be affordable housing. OGHC internal policy requires that the four-bedroom units at 200 Arlington also be affordable housing. This means that these units cannot be converted from Affordable to Market status during an internal move.

As a result of these restrictions:

i. Members living in the Evanson townhouse units cannot apply to have Market units at 200 Arlington Street converted to Affordable units.
ii. Members living in the four-bedroom units at 200 Arlington cannot apply to have Market units at 200 Arlington Street converted to Affordable Units.

d) Housing charges

Members who are changing units are responsible for paying the housing charges for their current unit for ninety days from the date of acceptance, unless the co-op is able to sign an *Occupancy Agreement* with another resident member (or a new co-op member) before the End Date.

Members who are changing units are responsible for paying the housing charges for their new unit from the agreed possession date. This date may be earlier than their actual move-in date.

e) Transfer of Member Shares

Member Shares previously purchased by the member will be transferred to the new unit. If the Unit Share Contribution required for the new unit exceeds this amount, the additional funds must be paid

within 15 days of signing a new *Member Shares Subscription Statement*. If the value of the Member Shares exceeds the Unit Share Contribution required, the difference will be refunded within 6 months (see Section 10.6).

10.2 Ending co-op membership and occupancy

Co-op membership and unit occupancy are linked. 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.

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) Giving notice

i. Members must give ninety (90) days' 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.

ii. The only exception to this rule is members living in units where the Member Shares are fully sponsored, and the sponsorship is not linked to a specific household. These members may withdraw by giving sixty (60) days' notice.

iii. Any notice more than ninety (90) days in advance of the planned withdrawal will be deemed to be ninety (90) days' notice. A signed and dated *Member 90-day Notice of Withdrawal* form should be delivered to the co-op mailbox.

b) Last day of a month

The *Member 90-day Notice of Withdrawal* 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 ninety (90) days' notice of withdrawal, the co-op member is responsible for paying the housing charges that become due until the end of the required ninety (90) days' 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 Friends and Members Application 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 they no longer occupy 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 their Member Shares, the remaining co-op member must make up the Base Unit Share Contribution. See Section 10.6 for timelines.

e) Security of tenure: affordable shares

See Article 9.C.4.

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

See Article 9.D.3.

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

Approved Residents 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 an Approved Resident

An Approved Resident 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 Approved Resident has been living in the co-op and if they:

i. meet the stated membership criteria (see *OGHC Friends and Members Application Policy*),
ii. have been occupying the unit as their principal residence,
iii. are able to pay the Base Unit Share Contribution,
iv. are able to pay the monthly housing charge for the unit,
v. have 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, they 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 full Base Unit Share Contribution, if applicable (see Section 10.3(d).

d) Security of tenure: affordable shares

See Article 9, Section 9.C.4.

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

See Article 9, Section 9.D.3.

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

See Article 10, Section 10.3(g)

g) Urgent application for co-op membership by an Approved Resident

See Article 10, Section 10.3(h)

h) Unit left vacant by member death

The co-op's responsibilities are detailed in the document *Procedure on Death of a Member Living Alone.*

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) 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*).

b) 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.

c) 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

Submitting a *Member 90-day Notice of Withdrawal* form serves as a request that the co-op buy back their Member Shares. Repurchase will occur 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 less than ninety (90) days' notice is provided, the co-op will buy back the Member Shares no later than six (6) months from the date notice is received, or from the date that the member(s) no longer occupy the unit as their principal residence, whichever is earlier.

c) Repurchase of shares following member termination for cause

The co-op will buy back the Member Shares no later than six (6) months from the date that the member no longer occupies the unit as their 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*)

i. to the estate of a deceased member whose death has been reported to the co-op
ii. to members who have given the required ninety (90) days' notice when withdrawing their membership.
iii. to members who have withdrawn their membership without the required notice.
iv. to members whose membership has been terminated by the co-op for cause.

10.7 Right of offset

When the co-op repurchases Member Shares, the co-op can offset the payment by accounting for:

i. housing charge arrears and related administrative penalties;
ii. 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;
iii. costs incurred to reverse any unauthorized changes made by the member to the unit
iv. 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.
v. any other costs or amounts related to a debt owed by the former member to the co-op.

Article 11: Dealing with Arrears

11.1 Introduction

For the purposes of this Article, arrears mean the failure of a member to pay money that the member owes to the co-op. This may relate to a failure to pay monthly charges for housing, parking and internet service; to pay for discretionary co-op services such as rental of a common area; or to pay any other amounts owed to the co-op.

A member who fails to pay money owed to the co-op is said to be in arrears. The failure to pay will be termed a non-payment.

The failure of members to pay all charges when due is a threat to the sustainability of the co-op. A member who cannot meet their monthly housing charges may reach an Arrears Payment Agreement with the co-op, either in advance of monthly charges coming due or following notification of non-payment.

If such an agreement is not reached and the member is in arrears, the board can decide to cancel their co-op membership and initiate eviction procedures. This decision can be made by the board within 14 business days of a member going into arrears. Eviction can take place 14 business days after the board decides to cancel their co-op membership.

11.2 Arrears Payment Agreements

a) Members who cannot make their monthly payments should contact the property manager in advance and negotiate an Arrears Payment Agreement (see *Schedule H*).

b) If this action is beyond the authority of the property manager, for example because this would represent the member's second failure to make a payment in a 12-month period, the board of directors will decide if an Arrears Payment Agreement is appropriate, given the circumstances.

c) If a member does not make their full payment when due and an Arrears Payment Agreement has not been previously arranged, they will receive an email from the property manager within two (2) business days of failing to make full payment.

d) This email will inform the member of the possibility of arranging an Arrears Payment Agreement. It will indicate that a failure to do so will result in the member receiving a Notice to Appear before the board which could result in their eviction from the co-op. The property manager will copy the co-op treasurer on this email.

e) If, after five business days of sending the email referred to above, the member is still in arrears and no Arrears Payment Agreement is in place, a Notice to Appear will be sent to the member.

11.3 Non-payment of other charges

a) Charges for discretionary services

The co-op provides a number of discretionary services to members. These include, but are not limited to, laundry cards, common room rentals and guest room rentals. Payment for these services is due within two (2) business days of the service being received. The co-op and its property management company have the right to be reimbursed for any costs incurred if a member payment for these services fails due to insufficient funds. The co-op may prohibit a member from making any further use of a discretionary service until arrears from a previous use of the service have been paid.

b) Other charges

Co-op members may be held responsible for the cost of repairing damage to their suite or to co-op property, whether caused by the member themselves or any person in their household (see Article 5 *Members' Units)*. The member and the property manager will determine a schedule for the payment of these obligations. Failure to make payment s on time will be treated in the same way as a failure to pay monthly housing charges and can trigger the process described in Article 12 *(Dealing with Problems)*.

c) Disputes

Disputes with respect to non-payment of charges, other than monthly housing charges, will be dealt with in accordance with Article 12 (*Dealing with Problems*).

11.4 Non-payment fees

a) A member must pay any amount the co-op is charged by its financial institution, and any administrative fee charged by its property management company for resolving non-payment by a member.

b) The board at its discretion may decide that a member who has not paid money owing to the co-op should pay the co-op interest on these arrears. If interest is charged, the rate may not exceed the prime rate of any credit union or bank designated by the board of directors.

11.5 Repeated incidents of non-payment

a) If non-payment of an amount owing to OGHC occurs three (3) or more times in any consecutive twelve (12) month period, the property manager will give a Notice to Appear under Article 12 (*Dealing with Problems*) to the member(s).

b) This Notice to Appear is in addition to a Notice to Appear for arrears, given under Section 11.2 (e). Both documents must be given to the member in a way that enables the co-op to prove delivery.

11.6 Giving a Notice to Appear for arrears

a) The Notice to Appear must include the information contained in *Schedule D.*

b) The member must be given at least seven (7) business day's written notice of the board meeting (see *OGHC By-law 6.10*). The proposed termination date must be no less than fourteen (14) business days after the board meets. Notice of the board meeting must be given in a way that enables the co-op to prove delivery.

c) At the board meeting, the directors can decide to cancel co-op membership and can set a date for the member's eviction. Written notice of this decision must be given to the member within seven (7) business days of the board resolution, along with a notice of appeal form (see *OGHC By-law 6.11*).

d) If a Notice to Appear has been issued but the board of directors has not met, or an eviction decision has been made but has not yet been implemented, any arrangement for payment of arrears will be governed by Article 14 (*Alternatives to Eviction*).

11.7 Limits of property manager's authority.

a) 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 of the arrears within one hundred and twenty (120) days, in addition to the monthly charges due within that time. The property manager will arrange an Arrears Payment Agreement that can be fulfilled within 120 days. The plan will be communicated to the co-op treasurer.

b) 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 (see 11.2 above).

c) 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.

d) If the member goes into arrears, or deeper into arrears, before the board considers their request , the property manager will issue a Notice to Appear in addition to submitting the request to the board of directors.

e) In summary, approval by the board of directors is required:

i. for more than one Arrears Payment Agreement within the same twelve (12) month period, or

ii. for an Arrears Payment Agreement where full payment cannot be made within one-hundred and twenty (120) days, in addition to paying all charges due within that time.

11.8 Directors in arrears

Directors must meet all their financial obligations to the co-op. If directors are in arrears, it undermines the co-op's governance, weakens the co-op's financial management, and sends the wrong message to members of the co-op and to government.

a) Procedure for director arrears

A director who falls into arrears will automatically cease to be a director at the end of fourteen (14) business days of being informed of the arrears unless they have:

i. paid the full amount of the arrears within that time, **or**

ii. entered into an Arrears Payment Agreement for full payment of the arrears within one hundred and twenty (120) days, in addition to the monthly charges due within that time.

b) Arrears Payment Agreements

A director cannot enter into more than one Arrears Payment Agreement within the same twelve (12) month period. A director who falls into arrears for a second time in a twelve-month period will automatically cease to be a director within 14 days of falling into arrears for a second time.

c) Dispute over director arrears

i. 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.

ii. 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.

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, they 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:

i. sending a warning letter
ii. mediation, which could be paid for by the co-op
iii. 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
iv. limiting or prohibiting access by specified non-residents to co-op property
v. limiting contact between certain households or household members
vi. signing an Arrears Payment Agreement with the member
vii. 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:

i. before issuing the member with a Notice to Appear
ii. after issuing a *Notice to Appear*, before the board meeting takes place
iii. 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 (e.g. 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 11.7a - 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 their 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

No member of the co-op can be employed by the co-op. No one who lives in the household of a co-op member can be employed by the co-op.

This restriction applies to anyone who lives in a co-op member's household, whether or not they live with the member full-time. It also applies to Approved Residents.

b) Exceptions

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

i. who are temporarily employed by the co-op, if the total employment for all residents 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 residents of the household is not more than one (1) day a week of on-call on average,
iii. who are temporarily employed by the co-op as a result of their participation in a federally or provincially-funded short-term employment program; or
iv. 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.

c) Serving on co-op board of directors

Members covered by exceptions (i) and (ii) 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 covered by exceptions (iii) and (iv) 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:

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

b) Member response

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

a) give all necessary directions to the co-op's lawyers and paralegals,
b) represent the co-op during court actions and at the Housing Appeal Tribunal,
c) 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:

i. handing it to the member, in the presence of a witness
ii. handing it to an apparently adult person in the unit, in the presence of a witness
iii. leaving it in the mail box where mail is ordinarily delivered to the member, in the presence of a witness
iv. sliding it under the door of the member's unit, in the presence of a witness
v. 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 all co-op 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:

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

16.9 Subordination

a) 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.
b) 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 take precedence over the information given in 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 November 19, 2022. Last day to deliver a copy of the budget to co-op members is Monday November 14, 2022.
Changes in housing charges **4.4** Begin on the first day of the third month after the board approves the finalized budget. **Example:** Board meeting is held on Tuesday December 6, 2022 and the board approves the budget. January is the first month after the decision. February is the second month after the decision. Therefore, the new housing charges take effect on March 1, 2023.
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 Tuesday March 7, 2023 to work on 6 units. Notice must be given to affected households by 8:00 a.m. on Saturday March 4, 2023 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 January 7, 2023. Notice must be given by 7:00 p.m. on January 6, 2023
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, 2023 Members will be notified of decision by April 14, 2023.
Failure to reside **6.2(a)** Members may not be absent from their unit more than four (4) months in any twelve (12) month period without notifying the board of directors. **Example:** Member will be working in Northern Manitoba from November 1, 2022 to March 31, 2023. This period covers two calendar years but is more than 4 months in total. Member will need to notify the board before leaving.

Absence from unit

8.6(b) Members must not be absent from their unit for more than four (4) consecutive months in any twelve (12) month period without notifying the board of directors.

Example: Member will be residing in Arizona from mid-November 2022 thru mid-April 2023. This period covers two calendar years but is more than 4 months in total. Member will need to notify the board before leaving.

Reporting change in household size

9.2 Notice must be given to co-op within ten (10) business days.

Example: Baby is born on Tuesday October 11, 2022.
Co-op must be informed of change in household size by Tuesday October 25, 2022.

Example: Adult child gets married on Saturday June 4, 2022 and leaves home permanently.
Co-op must be informed of change in household size by Friday June 17, 2022.

Ending co-op membership and occupancy

10.2(b) At least 3 months written notice required, ending on the last day of a month.

Example: Member wants to withdraw from co-op effective June 30, 2022
Notice must be delivered to co-op by April 1, 2022.

Only part of household ends co-op membership and occupancy

10.3(c) 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.

Example: One member leaves on Friday August 19, 2022.
Notice must be delivered to the co-op by Friday September 2, 2022.

Urgent application for co-op membership by an Approved Resident

10.3(h) In order to continue living in the unit, an Approved Resident must make a written application for co-op membership within ten (10) business days of the departing member giving notice, or leaving.

Example: Co-op member leaves (without giving notice) on Friday August 19, 2022.
The board of directors must receive an application from the Approved Resident by Friday September 2, 2022

Death of a member

10.4(a) Co-op membership and occupancy rights end thirty (30) days from the date of death.

Example: Member dies on March 15, 2023
Co-op membership and occupancy rights end on April 14, 2023

Unit left vacant by member death

10.4(h) Member's estate will be responsible for paying housing charges for the month in which the member died and the following month.

Example: Member dies on March 15, 2023.
March housing charges have already been paid. Member's estate pays housing charges for April 2023.

Repurchase of member shares

10.6(a) Member who has given required notice may request repurchase of Member Shares no later than six (6) months from date of notice.

Example: Member wants to withdraw from co-op effective June 30, 2022
Notice was delivered to co-op on or before April 1, 2022.
Member Shares will be repurchased by co-op by October 1, 2022 (see By-law 6.13)

Late payment letter

11.2(a) If housing charges are not paid on time, the property manager will send the member a late payment letter as soon as the co-op is informed of the failed payment. The member must replace the failed payment within two (2) business days of being notified.

Example: Member notified of failed payment on Monday December 5, 2022.
Housing charges must be paid by close of business on Wednesday December 7, 2022.

Notice to Appear (for arrears or persistent late payment)

11.2(b) A member who is late paying for the 3rd time in 12 months will receive a Notice to Appear before the board.

11.3(c) A member does not replace a failed payment within two (2) business days will receive a Notice to Appear before the board.

Notice of board meeting (for Arrears or Breach of Occupancy Agreement)

11.7 or 12.3 Notice must be given at least seven (7) business days before the board meeting.

Example: Board meeting is scheduled for Tuesday February 15, 2022.
February 12 and 13 fall on a weekend; February 5 and 6 fall on a weekend.
Member must be notified of board meeting date on or before Friday February 4, 2022.

Proposed termination date in Notice to Appear

11.7 or 12.3 Proposed termination date must be no less than fourteen (14) business days after board meeting.

Example: Board meeting is scheduled for Tuesday February 15, 2022.
February 19 and 20 fall on a weekend. February 26 and 27 fall on a weekend.
Proposed termination date must be on or after Monday March 7, 2022.

Delivery of notice of eviction decision to member.

13.1(c) 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.

Example: Board meeting is held on Tuesday February 15, 2022.
February 19 and 20 fall on a weekend.
Deliver notice to member on or before Thursday March 24, 2022.

Appeal of an eviction decision

15.1 Member must give written notice of appeal to the Registrar of Cooperatives within seven (7) business days of receiving the notice of eviction decision from the board of directors.

Example: Notice of eviction decision is delivered to member on Tuesday March 22, 2022.
February 26 and 27 fall on a weekend.
Member's appeal must reach the Registrar of Cooperatives on or before Thursday March 31, 2022.

SCHEDULES

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

100 - 200 Arlington Street, Winnipeg MB R3G 0W6

SCHEDULE A: (APPENDIX A: Unit Charges)

Unit address: _____

Effective date of charges: _____

Full monthly Housing Charges	$ _____
LESS Housing Charge subsidy (if any)	$ _____
Other monthly charges	$ _____
Parking space	$ _____
_____	$ _____
_____	$ _____
Total Monthly Charges:	**$ _____**

The figures stated in this Appendix may change in future because of additional payments or charges permitted by the Co-op's Occupancy Rules.

Changes in the housing charge subsidy prescribed by MHRC and in other government regulations may affect the future monthly charges for residents receiving government support.

	Name (print)	Signature	Date signed
Member			
Member			
Non-member			
Non-member			

To be signed by all members and any non-member occupants who are 18 years old or older

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

100-200 Arlington Street, Winnipeg MB R3G 0W6

SCHEDULE B: Approved Resident Agreement

Unit address: _____

(PRINT) Name of member(s): _____

_____

(PRINT) Name of Approved Resident: _____

Agreement Start Date: _____

Agreement End Date (if applicable): _____

Terms of agreement:

1. The co-op agrees that the Approved Resident can live in the member(s) unit as a part of the member(s) household, beginning on the Agreement Start Date.
2. Subject to board approval, an Approved Resident may live in the member(s) unit for an indefinite period of time. If an Agreement End Date is specified, the Approved Resident agrees to leave the member(s) unit on or before the End Date unless an extension is requested by the member(s).
3. 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.
4. Co-op members are responsible for any act, or failure to act, by any member of their household, including the Approved Resident. The Approved Resident agrees not to break any of the terms of the member(s) *Occupancy Agreement*, and to abide by the co-op By-laws, Occupancy Rules and Policies.
5. The Approved Resident acknowledges that the unit is a member unit under the *Cooperatives Act of Manitoba* and that they are not a tenant under the *Manitoba Residential Tenancies Act*.
6. The Approved Resident acknowledges that being an Approved Resident does not give them 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.
7. If the member(s)notifies the board that they will be absent for more than four (4) consecutive months in any twelve (12) month period, the Approved Resident may remain in the unit during the members' absence if named on their *Request for a Leave of Absence Form*.
8. The Approved Resident agrees to leave the unit if the member(s) or the co-op requests it. Written notice will be provided.
9. The Approved Resident agrees to leave the unit if the member(s) withdraw from co-op membership, or if their co-op membership is terminated for cause. Written notice will be provided.

10. Co-op members may not profit from Approved Resident Agreements. The member(s) and the Approved Resident acknowledge and understand that the only payment the Approved Resident 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.

Signatures:

Member: _____ Date: _____

Member: _____ Date: _____

Approved Resident : _____ Date: _____

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

Sign: _____ Date: _____

PRINT Name: _____ Position: _____

SCHEDULE B: Extension of Agreement

The board of directors has approved the member(s) request for an extension of this Approved Resident Agreement, as follows:

☐ **New Agreement End Date:** _____

☐ **No End Date (indefinite):** _____

Signatures:

Member: _____ Date: _____

Member: _____ Date: _____

Approved Resident : _____ 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

100-200 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) suite from the Start Date to the End Date stated in this agreement. The sub-occupant agrees to leave the member(s) suite on or before the End Date. The sub-occupant must have advance written permission from the member(s) and written authorization from the co-op board of directors to stay beyond this date.
2. 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. Changes in the monthly housing charges may be approved by the board of directors during the period of this agreement.
3. The member(s) must inform their insurance company of these plans, and arrange for payment of any additional insurance premiums required. Proof of insurance should be sent to the co-op's property manager before departure.
4. The member(s) and the sub-occupant will make their own financial arrangements. 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.
5. The sub-occupant agrees not to break any of the terms of the member(s) *Occupancy Agreement*, and to abide by the co-op By-laws, Occupancy Rules and Policies while living in the suite. Damages to co-op property for which the sub-occupant is held responsible will be charged to the co-op member(s) in whose suite the sub-occupant is staying.

6. In the event of persistent and valid complaints about the behaviour of the sub-occupant, the board of directors can cancel this sub-occupancy agreement for cause. The sub-occupant will be entitled to fourteen (14) days' notice to leave the suite.
7. The sub-occupant acknowledges that the suite 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.*
8. The sub-occupant acknowledges that the co-op only allows members and their households to occupy co-op suites, 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.
9. 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 fourteen (14) days' written notice.
10. 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 for housing charge arrears. The sub-occupant will be entitled to fourteen (14) days' written notice.
11. 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.

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: _____

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

100-200 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 co-op membership and occupancy rights and evicting you.

The grounds for this are that you have failed to pay money owing to the co-op. The amount is stated in this Notice. This is grounds for eviction under Section 11.6 of the co-op's Occupancy Rules.

The board meeting will be held at the time and place stated in this Notice. If you want to arrange an Arrears Payment Agreement before the meeting takes place, please contact the co-op's property manager.

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. If you do not attend the meeting, and do not send a representative, the board will make its decision in your absence.

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 decide to set a later date.

Place of board meeting: _____

Time and date of board meeting: _____

Time for you to arrive: _____

Arrears owing to the co-op: **$**_____ as of _____

Proposed termination date: _____

Documents attached: _____

_____

_____

Signature:

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

Date: _____ _____

Print name & title below

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

100-200 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.)

_____

_____

_____

_____

_____

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

_____

_____

_____

_____

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

Date: _____ _____

Print name & title below

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

100-200 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.

100-200 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.

100-200 Arlington Street, Winnipeg MB R3G 0W6

SCHEDULE H: Arrears Payment 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.

This Agreement is being made in accordance with Article 11.2 of the OGHC Occupancy Rules:

Date of this Arrears Payment Agreement: _____

Charges owing to the co-op on this date: $ _____

_____

_____

The member(s):

a) agrees that the co-op is owed the amount of money stated in this Agreement.

b) agrees to pay the entire amount owing as follows:

_____

_____

_____

_____

_____

_____

c) agrees to make these payments to the co-op through its property management company on or before the agreed dates.

d) agrees to continue paying all monthly housing charges on or before the first day of each month.

e) agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

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

g) understands that, if they breach the terms of this Agreement, a new *Notice to Appear* may be issued. This may result in the member being evicted from the co-op.

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 Arrears Payment 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.

100-200 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) agrees 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 and conditions of this Agreement and has had the opportunity to get legal advice.

e) understands that if they breach the terms of this Agreement, a new Notice to Appear may be issued. This may result in the member being evicted from the co-op.

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: _____