

Schedules
And
Attachments

Schedule A

Occupancy Agreement

Clintwood Non Profit Housing Co-operative

Names of Members:

Unit Address:

Date of Occupancy:

Membership Terms:

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

I/We understand that if I/We have any former arrears owing to any non-profit or co-operative housing provider in Ontario and have not made acceptable payment arrangements or are not maintaining those arrangements, I/We will be deemed ineligible for rent-gearred-to-income assistance.

I/We understand that if I/We have any convictions which are an offence under section 55 of the *HSA* or section 85 of the former *Social Housing Reform Act*, or a crime under the *Criminal Code of Canada* in relation to the receipt of rent-gearred-to-income assistance, that I/We will be deemed ineligible for rent-gearred-to-income assistance for a period of two years from the date of the conviction.

I/We further consent to sharing of any former tenant/member arrears and any RGI-related convictions (as outlined above) with non-profit housing corporations or co-operatives, and other municipal, provincial, and federal departments and agencies in the provision of affordable housing.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-op's by-laws. You are entitled to ask any questions and to have them answered.

The attached Appendixes are part of this agreement. Any undated Appendixes will be part of this Agreement.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-op's by-laws. You are entitled to ask any questions and to have them answered.

Signatures:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print Name:

Title:

Date: _____

Name of Member

Date: _____

Name of Member

Appendix A: Member Charges

Clintwood Non Profit Housing Co-operative

Unit address: _____

Date of the charges in this form: _____

Full monthly housing charges \$ _____

LESS housing charge subsidy (if any) \$ _____

Monthly housing charges \$ _____

Monthly parking charges \$ _____

Monthly Cable TV charges (if any) \$ _____

Sector Support charges \$ _____

Your monthly housing charges are: \$ _____

Your member deposit is: \$ _____

Note: The figures stated in this Appendix may change as stated in the co-op by-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges as permitted under the co-op by-laws and government requirements.

Signatures:

Date: _____
_____ *Name of Member*

Date: _____
_____ *Name of Member*

Date: _____
_____ *Name of non-member occupant*

Date: _____
_____ *Name of non-member occupant*

To be signed by all members and any non-member occupants 16 years old or older

Appendix B: Household Members

Clintwood Non Profit Housing Co-operative

Unit address: _____

Date of this form: _____

List the names of each member in the unit.

List the names of each non-member 16 years old or older in the unit

List the names of each non-member less than 16 years old in the unit.

I agree to give prompt written notice of any change in the size of my household or the persons who make up the household. This includes any long-term guests.

I understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with Article 8 (Members' Household and Guests) of the Occupancy By-law and any other applicable rules.

If I receive housing charge subsidy, this includes anyone whose income has to be considered in setting the amount of housing charge subsidy.

Signatures:

Date: _____ *Name of Member*

Date: _____ *Name of Member*

Date: _____ *Name of non-member occupant*

Date: _____ *Name of non-member occupant*

To be signed by all members and any non-member occupants 16 years old or older

Appendix C: Housing Charge Subsidy Terms

Clintwood Non Profit Housing Co-operative

Names of Members:

Unit address:

Names of any non-member occupants 16 years old or older:

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as the co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. The co-op members decide on the housing charges as stated in the Occupancy By-law. The co-op will reduce the household’s housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the co-op’s Housing Charge Subsidy By-law, if it has one, or other co-op by-laws or a combination of these.

Giving information:

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to housing charge subsidy and must ensure that that information is accurate and complete at all times.
7. Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.

Appendix D: Special Needs Unit Terms

Clintwood Non Profit Housing Co-operative

Names of members:

Unit address:

Names of any non-member occupants 16 years old or older:

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that occupy a special needs unit. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households that occupy a special needs unit are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. No one may occupy the Unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the co-op under its by-laws.

Updating information:

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to occupying a special needs unit and must ensure that that information is accurate and complete at all times.
7. Periodically the household will have to update the record of all persons in the household. The household will have to give proof of continuing eligibility for special needs housing.

8. The household must report the following changes to the co-op within ten days after they happen:
 - Any change in any relevant document previously provided
 - Any change in household composition
 - Any change that would affect continuing eligibility for special needs housing.

9. All members of the household must give any information that the co-op requests for any investigation of continuing eligibility for special needs housing. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
 - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Losing eligibility:

10. Households can lose their eligibility for special needs housing if they break any of the rules that apply – whether or not the rules are stated in this document.

11. Households can also lose their eligibility for special needs housing without breaking any rules. This can happen for reasons like:
 - The household lives in a special needs-modified unit and no longer has any members that require accessibility modifications.
 - The household lives in a special needs-support services unit and no longer has any members who require the support services.

Each of the undersigned agree that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member’s household must sign a separate authorization for a credit check if requested by the co-op.

Each of the undersigned agrees that personal information that the co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: _____ *Name of Member*

Date: _____ *Name of Member*

Date: _____ *Name of non-member occupant*

Date: _____ *Name of non-member occupant*

Schedule B: Long-term Guest Agreement

Clintwood Non Profit Housing Co-operative

All members and the long-term guest must sign.

Names of Members: _____

Names of long-term guest(s): _____

Unit address: _____

Start date: _____

End date: _____

Terms of agreement:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Dated stated in this agreement. If a date is filled in for the End Date, the long-term guest agrees to leave the member's unit on or before the End Date. The long-term guest must have written permission from the co-op and the member to stay longer.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give the member a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest acknowledges that the co-op can cancel long-term guest status or change the terms of long-term guest status at any time (even before the Latest End Date). The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.
7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*.
8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges. Any other payment is against the law.
9. The member and the long-term guest agree to fully and truthfully disclose to the co-op all financial arrangements between them to show that they are complying with paragraph 8 of this agreement.

10. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Signatures:

Date: _____
_____ *Print name of member:*

Date: _____
_____ *Print name of member:*

Date: _____
_____ *Print name of member:*

Date: _____
_____ *Print name of long-term guest:*

Date: _____
_____ *Print name of long-term guest:*

Clintwood Non Profit Housing Co-operative

Date: _____ By: _____
Print name:
Title:

Schedule C: Sub-Occupancy Agreement

Clintwood Non Profit Housing Co-operative

All members and the sub-occupant must sign.

Names of members: _____

Names of sub-occupants: _____

Unit address: _____

Start date: _____

End date: _____

Contact information _____
For member: _____

Current housing charges: \$ _____

Terms of agreement:

1. The co-op agrees that the sub-occupant can live in the member's unit from Start Date to End Date stated in this agreement. The sub-occupant agrees to leave the member's unit on or before the End Date. The sub-occupant must have written permission from the co-op and the member to stay longer.
2. If the End Date in this agreement is blank or indefinite the sub-occupant can live in the member's unit on a monthly basis starting on the Start Date. The member or the sub-occupant can end this agreement on sixty days' written notice. The notice period must end on the last day of a month.
3. The member is still responsible to the co-op for all the member's obligations to the co-op.
4. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
5. The sub-occupant agrees to pay all housing charges and to carry out all the obligations that the member has to the co-op. The current monthly housing charges are stated above and must be paid directly to the co-op. The monthly housing charges may change during the sub-occupancy.
6. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.

7. The member agrees that all legally required notices to the member may be delivered or served at or to the unit in compliance with co-op by-laws and the *Co-operative Corporations Act*.
 - (a) The sub-occupant agrees to contact the member immediately on receipt of any notice from the co-op.
 - (b) The co-op may contact the member as stated in the contact information in this agreement and may send the member a copy of a notice. The co-op does not have to do this. This includes important documents, such as a Notice to Appear. If the co-op does contact the member, the time of service of the notice or document will be when it was delivered or served at or to the unit or the sub-occupant.
8. The sub-occupant acknowledges that the co-op allows only members and their households to occupy co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end. This agreement does not give the sub-occupant a right to the unit or any other unit in the co-op or position on the co-op's internal or external waiting lists.
9. The co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to thirty days' notice to leave the unit. The co-op can do this if the member ends co-op membership or the co-op is evicting the member or for other reasons that the co-op decides.
10. The member and the sub-occupant must update the co-op in writing within five days of any change in the member's contact information.
11. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the sub-occupant is not a tenant under the *Residential Tenancies Act*.
12. The member and the sub-occupant acknowledge and understand that the sub-occupant cannot pay anything to the member, such as key money, and the only payment permitted is the housing charges. Any other payment is against the law.
13. The member and the long-term guest *sub-occupant* agree to fully and truthfully disclose to the co-op all financial arrangements between them to show that they are complying with paragraph 12 of this agreement.
14. The sub-occupant agrees that the co-op, through its employees or agents, can receive credit information about the sub-occupant from any credit agency or other source.

Signatures:

Date: _____ *Print name of member:* _____

Date: _____ *Print name of member:* _____

Date: _____ *Print name of sub-occupant* _____

Clintwood Non Profit Housing Co-operative

Date: _____ By: _____ *Print name:* _____

Title:

Schedule D: Notice to Appear for Arrears or Persistent Late Payments

Clintwood Non Profit Housing Co-operative

To members: _____

Address of member unit: _____

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

The board of directors is going to consider whether you have broken section 11.1 (Eviction for Arrears or Persistent Late Payments) of the Occupancy By-law, and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

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

You do not have to vacate the unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Housing charges owing: \$ _____ as of _____

Proposed termination date: _____

Attachments: Copy of Member Ledger as of _____
Other _____

Signature:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

Schedule E: Notice to Appear

Clintwood Non Profit Housing Co-operative

To members: _____

Address of member unit: _____

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

The board of directors is going to consider whether you have broken the Co-operative's by-laws and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

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

You do not have to vacate the unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006* or if it applies, or else obtaining a writ of possession from the court.

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds for termination:

(a) **By-laws and parts of by-laws:** _____

(b) **Summary of facts:** _____

Attachments: *(See section 12.2 (c)(Notice to Appear Additional Information) of the Occupancy By-law about what should be included. List the Attachments here.)*

Signature:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. It should go before "Place of board meeting".)

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

Schedule F: Board of Directors' Eviction Decision for Arrears or Persistent Late Payments

Clintwood Non Profit Housing Co-operative

Members: _____

Address of member unit: _____

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

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because

- (a) the member owed housing charges to the co-op on the date of the meeting or
- (b) the member has been persistently late in paying housing charges

This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

Additional decision, if any:

Date of board meeting: _____

A member attended the meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer: _____ Paralegal: _____ Other: _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

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

Signature:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

Schedule G: Board of Director's Eviction Decision

Clintwood Non Profit Housing Co-operative

Members: _____

Address of member unit: _____

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

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this Decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because the member broke the Co-operative's by-laws and eviction is appropriate.

Additional decision, if any:

Date of Board meeting: _____

A member attended the board meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer: _____ Paralegal: _____ Other: _____

Termination date: _____

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

(a) **By-laws and parts of by-laws broken:** _____

(b) **Summary of facts:** _____

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

Signature:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

Schedule H: Notice of Eviction Decision for Arrears or Persistent Late Payments

Clintwood Non Profit Housing Co-operative

To Members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end you membership and occupancy rights on the date stated in this Notice.

You do not have to vacate you unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

Additional decision, if any:

Date of board meeting: _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

Signature:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

Schedule I: Notice of Eviction Decision

Clintwood Non Profit Housing Co-operative

To members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your membership and occupancy rights on the date stated in this Notice.

You do not have to vacate you unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*, if it applies, or else by obtaining a writ of possession from the court.

Additional decision, if any:

Date of board meeting: _____

Termination date: _____

Grounds of termination: *(Inserts grounds from board decision)*

(a) **By-laws and parts of by-laws broken:** _____

(b) **Summary of facts:** _____

Signature:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

(Note: Insert the next paragraph if an appeal is available under the Occupancy By-law. If should go before "Additional decision, if any".)

You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Schedule J: Performance Agreement Arrears or Persistent Late Payments

Clintwood Non Profit Housing Co-operative

Members: _____

Address of member unit: _____

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 agreement: _____

Housing charges owing at date of this 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

- Admits that the co-op is owed the amount of housing charges stated in this Agreement.
- Admits that the member has persistently paid housing charges late.
- Agrees to pay the entire amount owing as follows: _____

- Agrees to make these payments to the co-op office by 3:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 3:00 p.m. on the next business day.
- Agrees to pay all monthly housing charges on or before the first day of each month from the date this agreement is signed
- Agrees to make all arrears and monthly housing charge payments by certified cheque or money order or debit card (if available at the co-op) if any personal cheque is returned or stopped. This will apply until all arrears are paid.
- Agrees to meet all deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

(Choose ONE of the following three paragraphs. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signature:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

Date: _____

Print name of Member:

Schedule K: Performance Agreement

Clintwood Non Profit Housing Co-operative

Members: _____

Address of member unit: _____

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

Date of board meeting: _____

Date of this 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

- Admits that the following is true: _____

- Agrees to: _____

- Authorizes the co-op to give information about this agreement to others as follows: _____

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

(Choose ONE of the following three paragraphs. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issues and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Clintwood Non Profit Housing Co-operative

Date: _____

By: _____

Print name:

Title:

Date: _____

Print name of Member:

Attachment A: Summary of Time Requirements and Examples

In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Business day

3.3 (a) Housing charges are due before noon on first business day of the month.

Example: September 1, 2013 is a Sunday. Monday, September 2, 2013 is a public holiday – Labour Day. Housing charges are due on Tuesday, September 3, 2013 – the first business day in September.

Budget

4.3 Must be delivered at least five days before the budget meeting.

Example: Budget meeting is June 16, 2014. Last day to deliver a copy of the budget is June 11, 2014.

Changed housing charges

4.4 Begin on the first day of the third month after the members decide on the change.

Example: Budget meeting is June 16, 2014 and members approve a change. July is the first month after the decision. August is the second month after the decision. Therefore, housing charge change takes effect on September 1, 2014. Changed housing charges apply for September.

Notice of entry

5.2 (b) 24 hours notice is required. A time range can be given (5.2 (d)).

Example: Plumber to arrive at 8:00 a.m. on Tuesday, June 17, 2014 to work on several units; will be there for a week. Notice must be given by 8:00 a.m. on Monday, June 16, 2014. Notice can cover the whole week.

Showing unit

5.2 (c) 24 hours notice is required. A time range can be given.

Example: Member has withdrawn from co-op effective June 30, 2014. Potential new member to look at unit at 7:00 p.m. June 16, 2014. Notice must be given by 7:00 p.m. on June 15, 2014.

Year

6.2 Can't be away from unit more than 3 months in a year without board approval.

Example: Member will be away November and December 2014 and January and February 2015. "Year" means a consecutive twelve-month period, not a calendar year. (See Definitions paragraph 1.6 (j)). Therefore, member can't be away without board approval

Change in household size

9.5 Notice must be given by member to co-op within 10 days.

Example: Child gets married on May 14, 2014 and leaves home permanently. Last day for notice to co-op is May 24, 2014.

Withdrawing from co-op

10.2 (b) At least 60 days' written notice required ending on last day of month.

Example: Member wants to withdraw from co-op effective June 30, 2014. Notice must be delivered to co-op office on or before May 1, 2014. (30 days in May (not counting May 1), 30 days in June (counting June 30) total 60).

Example: Member wants to withdraw from co-op effective August 31, 2014. Notice must be delivered to co-op office on or before July 2, 2014. (29 days in July (not counting July 2), 31 days in August (count August 31) total 60).

10.2 (c) Special counting rules for February and March

Example: Member wants to withdraw from co-op effective February 28, 2014 (or 29th in a leap year). Notice must be delivered to co-op office on or before January 1, 2014.

Example: Member wants to withdraw from co-op effective March 31, 2014. Notice must be delivered to co-op office on or before February 1, 2014.

Death of a member

10.4 (b) Unit rights and responsibilities end at the end of the month after the month of death.

Example: Member dies on March 15, 2014. Month after March is April. Rights and responsibilities end on April 30, 2014.

Notice to Appear for arrears

11.2 (c) Notice to Appear to be given by manager by noon on fifth business day of the month

Example: May 1, 2014 is a Thursday. Housing charges are due on May 1, 2014. May 3 and 4 are Saturday and Sunday. Fifth business day is Wednesday, May 7, 2014.

Delivery of Notice to Appear to member

11.7 (a) or 12.2 (a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16, 2014. Last day to give notice to member is June 6, 2014.

Proposed termination date in Notice to Appear

11.7 (b) of 12.2 (d) 10 days after board meeting

Example: Board meeting is Monday, June 16, 2014. Day to put in notice is Thursday, June 26, 2014.

Proposed termination date in Notice to Appear if there is a right of appeal

12.2 (d) 20 days after board meeting.

Example: Board meeting is Monday, June 16, 2014. Day to put in notice is Sunday, July 6, 2014. (It can be a non-business day).

Delivery of notice of board eviction decision to member.

13.1 (e) Within 10 days after board meeting

Example: Board meeting is Monday, June 16, 2014. Last day to deliver to member is Thursday, June 26, 2014

Member breaks performance agreement or condition in eviction decision

14.5 (a) and (b) Member must be given at least 10 days' notice of board decision to proceed with the eviction

Example:

Board meeting is Monday, June 16, 2014. Notice is given to member on Tuesday, June 17, 2014. First day to take legal action or other steps is Friday, June 27, 2014

Appeal to membership

15.2 (a) Member must give written notice to office within seven days after notice of eviction decision was given

Example: Notice of eviction decision given on Monday, June 16, 2014. Last day to deliver appeal notice is Monday, June 23, 2014.

15.2 (b) Members' meeting must be at least 14 days after appeal notice received

Example: Notice of appeal received on Monday, June 23, 2014. Earliest day for members' meeting is Monday, July 7, 2014.

15.4 (g) If appeal not successful, termination date is second day after meeting (unless the membership changes it).

Example: Members' meeting is Tuesday, July 8, 2014. Termination date is Thursday, July 10, 2014.