



# HARRIS ROAD HOUSING CO-OPERATIVE POLICIES & PROCEDURES

APPROVED DECEMBER 2021  
REVISED JUNE 2023

## CONTENTS

<b>INTRODUCTION .....</b>	<b>5</b>
DEFINITIONS.....	6
MAP.....	9
PERSONAL UNIT DIRECTORY .....	10
<b>GENERAL POLICIES .....</b>	<b>11</b>
ARREARS.....	12
PROCEDURES / ANNOTATIONS.....	12
POLICIES .....	12
BALCONIES, BACKYARDS, & FRONT OF UNIT.....	13
PROCEDURES / ANNOTATIONS.....	13
POLICIES .....	13
UTILITY ROOM (all units except for 49-56) .....	13
SPRINKLER ROOM (units 49-56).....	13
BARBEQUES & FIRE PITS.....	13
BALCONIES, BACKYARDS, & ATTICS .....	13
BOARD OF DIRECTORS .....	15
PROCEDURES / ANNOTATIONS.....	15
BOD ROLES / FUNCTIONS.....	15
SUBMISSIONS TO THE BOD.....	16
ON-SITE MANAGER - AN EMPLOYEE OF THE BOD .....	16
NOTICES TO MEMBERS/RESIDENTS.....	16
BOD CONFIDENTIALITY .....	16
PERSONAL INFORMATION PROTECTION .....	17
BOD SPENDING .....	18
IMPROVEMENTS OR CHANGES INITIATED BY THE BOARD OF DIRECTORS .....	18
POLICIES .....	18
TREATMENT OF BOD MEMBERS OR STAFF.....	18
BUSINESSES.....	19
PROCEDURES / ANNOTATIONS.....	19
POLICIES .....	19
CODE OF CONDUCT.....	20
PROCEDURES / ANNOTATIONS.....	20
POLICIES .....	20
COMMITTEES .....	22
PROCEDURES / ANNOTATIONS.....	22
POLICIES .....	23

COMMUNITY BUILDING ..... 24

    PROCEDURES / ANNOTATIONS ..... 24

    POLICIES ..... 24

COMPLAINTS & PUNITIVE MEASURES ..... 26

    PROCEDURES / ANNOTATIONS ..... 26

        RESTRICTIONS ..... 26

        SUBMITTING A COMPLAINT ..... 26

        BOD COMPLAINT PROCESS ..... 26

        APPEALS ..... 27

        HARASSMENT & CONTINUOUS INVALID COMPLAINTS ..... 27

    POLICIES ..... 27

CRIME FREE HOUSING..... 29

    POLICIES ..... 29

    TERMINATION PROCEDURE UNDER THE RULES AND OCCUPANCY AGREEMENT ..... 30

HAZARDS ..... 31

    PROCEDURES / ANNOTATIONS ..... 31

    POLICIES ..... 31

HOUSING CHARGE, INCOME REVIEW, AND METHOD OF PAYMENT..... 32

    PROCEDURES / ANNOTATIONS ..... 32

        ALL MEMBERS ..... 32

        MEMBERS ON SUBSIDY ..... 32

    POLICIES ..... 32

IMPROVEMENTS – INITIATED BY MEMBERS..... 33

    PROCEDURES / ANNOTATIONS ..... 33

        MEMBERS ONLY ..... 33

    POLICIES ..... 33

        MEMBERS ONLY ..... 33

        MEMBERS & RENTERS..... 33

INCOME - EXCLUSIONS TO THE DEFINITIONS ..... 34

    PROCEDURES / ANNOTATIONS ..... 34

    POLICIES ..... 34

INTERNAL TRANSFERS..... 35

    PROCEDURES / ANNOTATIONS ..... 35

        CONDITIONS..... 35

        SUBSIDY MEMBERS ..... 35

    POLICIES ..... 35

MEMBERSHIP & UNIT CAPACITY ..... 36

PROCEDURES / ANNOTATIONS ..... 36

    FOR MEMBERS AND RENTERS ..... 36

    FOR MEMBERS ONLY ..... 36

    WAITLIST & APPLICATION PROCESS..... 36

POLICIES ..... 37

PAINTING..... 38

    PROCEDURES / ANNOTATIONS..... 38

    POLICIES ..... 38

PARTICIPATION ..... 40

    PROCEDURES / ANNOTATIONS..... 40

    POLICIES ..... 40

PETS & WILDLIFE ..... 41

    PROCEDURES / ANNOTATIONS..... 41

    POLICIES ..... 41

        ALL ANIMALS..... 41

        ALL DOGS, CATS, RABBITS..... 41

PLAY SPACES ..... 43

    PROCEDURES / ANNOTATIONS..... 43

    POLICIES ..... 43

PROPERTY OF THE CO-OP ..... 44

    PROCEDURES / ANNOTATIONS..... 44

    POLICIES ..... 44

        CO-OP GROUNDS ..... 44

        CO-OP ASSETS ..... 44

RECORDS ..... 45

    PROCEDURES / ANNOTATIONS..... 45

        REPORTABLE INCIDENTS ..... 45

    POLICIES ..... 45

SHARE PURCHASES AND REFUNDS ..... 46

    PROCEDURES / ANNOTATIONS..... 46

    POLICIES ..... 46

SMOKING, VAPING, & CANNABIS ..... 47

    PROCEDURES / ANNOTATIONS..... 47

    POLICIES ..... 47

        SMOKING RESTRICTIONS ..... 47

        SMOKING PERMISSIONS ..... 47

        CANNABIS..... 47

UNIT MAINTENANCE & INSPECTIONS..... 49

    PROCEDURES / ANNOTATIONS..... 49

        INSPECTIONS..... 49

    POLICIES ..... 50

VEHICLE, PARKING, & TOWING..... 52

    PROCEDURES / ANNOTATIONS..... 52

        TOWING ..... 52

    POLICIES ..... 52

        ROADS, GENERAL POLICIES, & VEHICLES IN COMMON SPACES..... 52

        INSURANCE & STORAGE..... 53

        RESERVED PARKING ..... 53

        COMMON PARKING ..... 53

## INTRODUCTION

The Harris Road Housing Co-operative (henceforth referred to within this document as the Co-op), is a 90-unit housing unit, located in Pitt Meadows, BC. The Co-op is governed by the Board of Directors (henceforth referred to in this document as the BoD).

The following document, referred to as the Harris Road Housing Co-operative Policies, serves as an addendum to the requirements set forth by Provincial/Territorial Housing Co-op regulations, the BC Cooperative Association Regulation, and the and the Model 2 Rules adopted by the Co-op at the General Meeting held on September 23, 2020. This policy is governed by these rules/regulations, and law. Policies for any of the Co-op's associated or partnered subsidy agencies or governing bodies will also be applicable to all subsidized residents within the Co-op. The Co-op's policies will be revised, as needed, to remain in compliance with these superseding documents. Any other revisions to this document must be approved by the consent of a quorum of an Annual or Special General meeting of the Harris Road Housing Co-operative.

Our legal framework:

- The Cooperative Association Act is the law that governs every co-operative enterprise.
- The Rules provide for the governance of the co-op, e.g. how membership is terminated, how the board is elected, when meetings must be held etc.
- The Occupancy Agreement sets out the terms of occupancy between the co-op and its members. It is like the lease between a landlord and tenant. The Occupancy Agreement requires members to follow the co-op's policies.
- Policies regulate the daily business of the co-op in areas like pets, parking, unit inspection, collection of housing charges, etc.
- The members usually approve policies and must follow them. The board enforces policies.

In addition to these policies, you should also have a copy of the Rules and Occupancy Agreement. If you do not have all of these documents in your possession, you can contact the BoD or the On-Site Manager for an electronic copy. We will no longer be providing printed replacements of these documents, except when amendments or changes have been issued.

The requirement of all members/residents to comply with these approved policies and procedures is outlined ***as per the Occupancy Agreement, section 6:***

1. Comply with Rules and Policies: The Member shall comply with and cause the Member's family, guests, employees, and any other person occupying or visiting the Unit to comply with all the terms, conditions, and provisions of this Occupancy Agreement and
  - a. The terms and conditions set out in the Memorandum, the Rules, and the Policies of the Co-op as amended from time to time; and
  - b. All changes and additions to the Occupancy Agreement, to the same extent as if they were herein incorporated
2. Rules and Occupancy Agreement govern: If there is a conflict or inconsistency between the Rules, the Occupancy Agreement and the Policies, the Rules and Occupancy Agreement govern
3. Uniform application: Unless otherwise specifically provided therein, all Rules, this Occupancy Agreement and Policies shall apply to all members of the Co-op uniformly and without preference or discrimination
4. **RENTERS:** Although renters within the Co-op are not permitted to vote on Co-op matters, they are permitted to attend all Co-op related meetings, to request an audience with the BoD, and to participate in Co-op committees. Renters are also beholden to all policies which pertain to common and shared spaces within the Co-op. In all other matters, please note renters are beholden to the BC residential Tenancy Agreement as entered into with the Property Management Company.

## DEFINITIONS

<b>Actioned grievance:</b>	When an action or policy violation by any member (or any other occupant) has resulted in a formal intervention by the BoD. This actioned grievance may result in a Warning issued by the BoD.
<b>Associate member:</b>	Means a secondary member within a unit, who has completed the appropriate paperwork and paid the fee to be given the designation of associate member
<b>Arrears:</b>	Money that is owed and should have been paid in the past, a debt that is overdue after missing one or more required payments
<b>Assets:</b>	Refers to any property or items owned by, maintained by, or paid for by the Co-op (i.e. – gardening supplies, tools, etc.)
<b>Board:</b>	Means the Board of Directors (BoD) currently in position within the Co-op
<b>Chargeback:</b>	An amount owing after a member is found financially responsible for charges paid by the Co-op
<b>Co-op:</b>	Means Harris Road Housing Co-operative
<b>Common property:</b>	All spaces which are not specified under the definition of “Unit property” or “Shared property”, inclusive of apron parking, roadways, green spaces, the community building, all Co-op owned sheds & storage, etc.
<b>Complaint:</b>	Refers to either a written or verbal complaint brought to the BoD, against any resident
<b>Complainant:</b>	A person submitting a complaint
<b>Confidential information:</b>	Also referred to as personal information, and includes the names, vehicle and registration details, pet details, housing needs, complaint and punitive history, and other unit-specific information. This information will be kept on file by the On-site manager, Property Management company, and the Board of Directors’ PIP officer. The confidential information of any member or resident is not to be shared or disseminated by any person, except in accordance with the Personal of Information and Privacy Act.
<b>Conflict of interest:</b>	A situation in which a person is in a situation to derive personal benefit from actions or , involvement, or decisions made in their capacity
<b>Director:</b>	Means any one director of the Co-op serving on the BoD
<b>Directors:</b>	Means the directors of the Co-op acting collectively as the Board of Directors, the “Board”, or the “BoD”
<b>Discrimination:</b>	The unjust or prejudicial treatment of different categories of people or things, especially on the grounds of race, age, or sex. This includes any form of unequal treatment, imposing extra burdens, or denying benefits. It may be intentional or unintentional. It may involve direct actions that are discriminatory on their face, or it may involve rules, practices or procedures that appear neutral, but disadvantage certain groups of people.
<b>Expense:</b>	Expenses are either discretionary or non-discretionary:
Discretionary:	Spending items which are optional to the Co-op. For example, it can decide each year to plant some trees, paint the common room or hire a handy person. Even though an expense is defined as discretionary for purposes of this policy, it may still be critical to the Co-op’s operations.
Mandatory:	Means any expenses you have no choice in paying. For example, the Co-op must pay the mortgage, taxes, and renew their insurance
Emergency:	Emergency expenses are unbudgeted purchases of work or materials that must be made immediately because a delay can: <ul style="list-style-type: none"> <li>• result in property damage</li> <li>• endanger the safety of people or property, or</li> <li>• disrupts essential services to members</li> </ul>

<b>Forms:</b>	<p>There are numerous forms available for various needs, and these forms are the official forms to be used for submissions of transfer requests, complaints, applications, etc. Forms will be available as follows:</p> <ul style="list-style-type: none"> <li>• From the On-Site manager – for blank printed forms,</li> <li>• From the BoD Secretary, at secretary@hrhcbod.com - for electronic copies.</li> <li>• Alternately, many of the forms will be on the Co-Op’s website</li> </ul> <p>The BoD reserves the right to change, expire, or create new forms as needed, as long as these changes do not obscure, hinder, or give exception to any of the policies or procedures within this document.</p> <p>Each form will have instructions on how they are to be submitted. Please pay attention to these instructions to ensure that your submissions are received and responded to accordingly.</p>
<b>Harassment:</b>	<p>Improper conduct by an individual, that is directed at and offensive to another individual in the workplace, including at any event or any location related to work, and that the individual knew or ought reasonably to have known would cause offence or harm. It comprises objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat. It also includes harassment within the meaning of <i>the</i> Canadian Human Rights Act (i.e. based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability, and pardoned conviction). Please see the Code of Conduct Policy for examples</p>
<b>Housing Charge:</b>	<p>Means Occupancy Charge, and is the amount due by the member to the Co-op on a monthly basis on account of occupancy of the Unit and as determined by the Co-op under the Occupancy Agreement</p>
<b>Improvement:</b>	<p>Any change which would alter the unit</p>
Co-op Initiated:	<p>Improvements or changes initiated and carried out by the BoD</p>
Member Initiated:	<p>Improvements or changes requested by a member or renter, which is subject to the “Improvements Policy”</p>
Structural changes:	<p>Any changes or improvements which alter the foundation, plinth, walls, doors, or windows of Co-op property</p>
Cosmetic changes:	<p>Any changes or improvements which alter the appearance of a unit without altering the structure of the unit, as described above</p>
<b>Good standing:</b>	<p>A member in good standing has:</p> <ol style="list-style-type: none"> <li>a. No arrears within the past year</li> <li>b. Noted participation to the minimum level required by the Co-op</li> <li>c. No warnings against them (or persons within their unit) within the past 1 year</li> </ol>
<b>Member:</b>	<p>Means the person listed as the primary person on the unit’s (non-rental) paperwork.</p>
<b>Member at Large:</b>	<p>Member of the Board of Directors – See role description in the Board of Directors section</p>
<b>Over-housing:</b>	<p>Means having too many bedrooms for the size of the household</p>
<b>Resident:</b>	<p>Any person residing within a Co-op unit with proper approval of the BoD</p> <ol style="list-style-type: none"> <li>a. This includes both member and rental units</li> <li>b. This does not apply to individuals who have moved in without first being screened by the Membership Committee or the BoD, as these are not approved residents</li> </ol>
<b>Subject of the Complaint:</b>	<p>A person or unit that a complaint has been submitted about</p>
<b>Penalty:</b>	<p>A sum of money due to the Co-op as a result of overdue payments, NSF payments, or other types of noted reimbursements or compensation</p>
<b>Pet(s):</b>	<p>Means cats, dogs, or rabbits. Caged/aquarium pets are referred to as “animals”</p>
<b>PIP (Officer):</b>	<p>Privacy officer of the Board of Directors – See role description in the Board of Directors section</p>



<b>Policies:</b>	Means this document of policies, including any and all amendments, additions, deletions, or replacements from time to time in force and effect.
<b>President:</b>	President of the Board of Directors – See role description in the Board of Directors section
<b>Private Information:</b>	This is any financial, personal identification, health, or legally protected information. The Co-op will not possess or retain any private information, except to note that any necessary private financial and identification information will be collected and maintained by the Property Management company only
<b>Purchase:</b>	Any commitment to buy goods or services, or have work done at the Co-op's expense
<b>Rules:</b>	Means the adopted Co-Op Model Rules, as amended, or replaced from time to time, including every schedule and amendment to those Rules. You should have a copy of the Rules, as provided when you moved into the Co-op
<b>Secretary:</b>	Secretary of the Board of Directors – See role description in the Board of Directors section
<b>Shared property:</b>	Carports (covered parking) & walkways in front of each unit
<b>Smoking (or vaping):</b>	The definition of “smoke” or “smoking “ means any substance that is inhaled and exhaled, including but not limited to marijuana, cigars, pipes, hookah pipes, electronic cigarettes/vapes, or other lighted smoking equipment that burns tobacco, any illegal substances, or product whose use generates smoke
<b>Subsidized:</b>	Units who receive subsidy for their monthly housing charges
<b>Treasurer:</b>	Treasurer of the Board of Directors – See role description in the Board of Directors section
<b>Under-housing:</b>	Means having too few bedrooms for the size of the household
<b>Unit:</b>	Means the residential premises owned or operated by the Co-op which has been assigned to the member (or renter) by the Co-op to occupy on a full-time basis. This includes all property from the front door through to the rear door.
<b>Unit Property:</b>	The entirety of the housing unit (from front door through to the backyard fencing) assigned for habitation for each member/resident, and the backyard of the same unit.
<b>Utility Room:</b>	The small exterior room located at the front of every unit, housing the utility shut offs for their respective unit. For units 49-56 this is referred to as a sprinkler room
<b>Vice President:</b>	Vice-President of the Board of Directors – See role description in the Board of Directors section
<b>Warning (written, formal, &amp; final):</b>	A letter of notice given to a member, warning that actions by the member (or anyone else within their unit) has been officially deemed to have violated one of the Co-op's policies, rules, or occupancy agreement. The level of warning provided will be determined by the BoD, based on the objectionable behaviour or action, as well as the history of warnings on file.

MAP



**PERSONAL UNIT DIRECTORY**

1		31		61	
2		32		62	
3		33		63	
4		34		64	
5		35		65	
6		36		66	
7		37		67	
8		38		68	
9		39		69	
10		40		70	
11		41		71	
12		42		72	
13		43		73	
14		44		74	
15		45		75	
16		46		76	
17		47		77	
18		48		78	
19		49		79	
20		50		80	
21		51		81	
22		52		82	
23		53		83	
24		54		84	
25		55		85	
26		56		86	
27		57		87	
28		58		88	
29		59		89	
30		60		90	

## GENERAL POLICIES

1. All Co-op policies apply to every member/resident uniformly and without preference or discrimination
2. All Co-op policies including any amendments, deletions, or additions must be approved by a meeting of the membership of the Co-op
3. The Co-op policies are independent and severable. Any policy which in part or entirety is unclear, remains valid, and will be interpreted with the intent and sentiment of the rule. Any clarification on any rule's intents, sentiments, or interpretations will be up to the BoD to determine
4. All members/residents will be provided with a copy of these policies and any additional rules, amendments, or deletions

## ARREARS

### PROCEDURES / ANNOTATIONS

1. The co-op will take steps to terminate the members/residents who do not abide by this arrears policy
2. Members/residents will be charged a \$25.00 penalty for housing charge payments received after midnight of the first day of the month
3. All housing charge cheques returned by the bank will be charged an NSF fee, matching the fee charged by the processing bank
4. The BoD may permit repayment arrangements, after being discussed with the property management company by the member/resident, under extraordinary circumstances (such as job loss or medical emergencies), on a case-by-case basis
  - a. The property management company shall not approve any payment arrangements without BoD approval
  - b. application for payment arrangements exceeding 12 months must be accompanied by financial information and documentation to justify the request for the extended payment plan
  - c. The BoD reserves the right to propose changes to the application with the member/resident, and will not be approved until the BoD and the member are in agreement
  - d. The Bod has the right to decline payment arrangement applications, but the member/resident is entitled to be informed of the reason
5. Arrears will only be tolerated once per calendar year
6. Housing charge payments will be due by money order if members/residents incur more than one arrears per calendar year
7. Any members/residents who, by the 10<sup>th</sup> of the month, have not paid their full arrears balance or have not been approved for a repayment agreement, will be reported to the BoD, who shall begin proceeding to terminate their membership/tenancy
8. If members are served an ASA (termination proceedings) the members/residents will be charged back the service fees incurred for the process

### POLICIES

9. Members/residents are required to pay all housing charges in full on the first day of each month without exception
10. Members/residents in arrears must pay the full balance due, including any penalties, no later than the 10<sup>th</sup> day of the month

## BALCONIES, BACKYARDS, & FRONT OF UNIT

### PROCEDURES / ANNOTATIONS

Please also consult the Hazards Policy regarding storage of all hazardous materials and equipment containing hazardous materials

### POLICIES

#### UTILITY ROOM (ALL UNITS EXCEPT FOR 49-56)

2. Access to the utility room system by the Fire Department or any other emergency or maintenance services must be available at all times, and a clear path to the utility shut offs must always be maintained
3. Storage in a utility room is permitted, with the caveat that all utility shut offs must be easily accessible

#### SPRINKLER ROOM (UNITS 49-56)

Units 49-56 are the only units currently equipped with a sprinkler system, and as such are subject to the following:

4. Due to local fire department regulations, no storage is permitted in sprinkler rooms at all
5. If any equipment or storage is found to be blocking access to the sprinkler system at any time, the Board may immediately move the equipment in the sprinkler room and issue a warning and/or fine as per the Complaints and Punitive Measures Policy
  - a. If the member's equipment is not removed within one (1) week from the date of notice due to permission being revoked the equipment will be removed and the member will have to contact the office to claim the equipment
  - b. If the equipment is not claimed within one (1) month from the date it was to be removed it will be disposed of at member cost
  - c. The Board of Directors is authorized to revoke member access and storage of equipment if the member has had repeated warnings related to the sprinkler room

#### BARBEQUES & FIRE PITS

6. There will be absolutely no use or storage of any kind of barbeques or fire pits (gas, charcoal or electric which have exposed heating elements) on balconies at any time due to the possibility of a fire
7. Barbeques and fire pits must be moved at least 36 inches away from the townhouse exterior wall and fencing prior to using within the member's backyard. They must remain 36 inches away from siding and fencing until they have cooled completely
8. Fire pits must not be used on grass, and must have pavement, rocks, or another non-flammable surface to sit upon when in use

#### BALCONIES, BACKYARDS, & ATTICS

9. Use of standalone sunshades and awnings, umbrellas, radiance covers, and other non-permanent shade structures will be permitted. Tarpaulins (tarps) are not permitted
10. Balconies are not to be used as a storage area
11. Indoor appliances and furniture may not be stored on balconies
12. Storage of bikes is allowed

13. Nothing is to be permanently hung on or over balconies; if a member/resident wishes to install appropriate privacy screens, they must submit a request to the BoD for approval
14. The Co-op has the right to direct a member to clean-up unsightly balconies
15. Small drying racks are permitted on balconies
16. Nothing is to be affixed to the siding, wood trim or soffit
17. Pet owners are not allowed to let their pets urinate or defecate on the balcony at any time for any reason
18. Items on balconies must not allow water to sit or collect on the surface (i.e. place a catch-basin under planters)
19. Changing the terrain of a backyard is permitted, without BoD approval, as long as it doesn't cause damage or rot to the fences, with the understanding that the maintenance of the altered terrain is the member's responsibility
20. Members/residents are not permitted to leave the backyard in an unsafe, unusable, or ill-maintained manner at any time
21. Members/residents are not permitted to attach any structures to fences, but items weighing less than 10 lbs are acceptable (e.g.: small potted plants, decorations, etc.)
22. Nothing can be installed or built within 6" of any fence. This is to prevent rotting, and to allow ease of access for repairs to any fence
23. Attic spaces are to remain empty, to be utilized for maintenance and repair reasons only. No storage or personal use of attic spaces will be permitted

## BOARD OF DIRECTORS

### PROCEDURES / ANNOTATIONS

The BoD is composed of members of the Co-op who have volunteered to participate in the governing of the Co-op. They are responsible for managing the day-to-day operations of the Co-op while remaining accountable to the membership, and adhering to the policies, rules, and occupancy agreement to which all members are beholden.

1. There will be a maximum of nine directors per term
2. The BoD must always do its best to have the positions of President, Secretary, Treasurer, and Privacy Officer filled. Each job description may be changed and altered over time, and as such are not included in the policies. If you would like to see the job descriptions, please consult with the BoD.
  - a. If any of these officers are not meeting the requirements of their position, the BoD can vote to have them replaced in their role by another BoD member
  - b. Due to the confidential and personal information accessible to the positions of President and Privacy Officer, these positions are to be appointed by a vote of the other Directors. Applicants must:
    - i. Be screened for any history of significant policy or confidentiality breaches,
    - ii. Read and understand the Personal Information Protection Act(PIPA), and
    - iii. Participate with their predecessors and successors in a period of job overlap and training
3. Directors must ensure the assigned signatories (financial or otherwise) are updated as soon as possible when a director with signing authority steps down or is removed from the BoD
4. BoD meeting minutes
  - a. The secretary of the BoD will write and maintain the agenda and meeting minutes
  - b. The minutes will be posted, at minimum, on the Co-Op's website, after being approved by the BoD
  - c. Matters including member financial information, confidential member or renter information, and matters of misconduct will be kept "in camera" and will not be posted publicly in any location
  - d. Board members must recuse themselves from discussion and voting on matters which are of a conflict of interest to them
    - i. If required, The BoD will determine if a conflict of interest exists, and whether the BoD member is to be recused

### BOD ROLES / FUNCTIONS

Each of these roles has specific duties and responsibilities which are carried out to the best of the individual's ability. The duties of a BoD role may be shared among other BoD members, if needed, with consent from that member.

- President:** To guide the BoD and the property manager in the efficient operation and administration of the property management according to the bylaws and best interests of owners.
- Vice President:** To assist with President, where appropriate.
- Secretary:** To ensure records of the Co-Op are kept in an orderly manner and to act as recording secretary, when required.
- Treasurer:** To supervise the financial performance, budgeting and long-range financial well being of the property management, including the approval of non-utility invoices.
- PIP officer:** To ensure the BoD is abiding by the Personal of Information and Privacy Act of British Columbia, and is beholden to that act. The PIP officer is required to be involved in all complaints which are directly related to the storage and management of personal and confidential information. In all



other complaints, the PIP officer will be considered as part of the regular rotation of BoD members on the investigation teams.

**Member at Large:** To attend BoD meetings, assist with BoD business, and provide input.

### SUBMISSIONS TO THE BOD

5. All submissions should utilize the appropriate forms (if applicable), as found in "Appendix A: Forms" at the end of this document, and be submitted as per the directions on the respective form
  - a. Complaints: Please see the Complaints and Punitive Measures policy, and the subsequent complaints form
  - b. Requests to make changes or improvements: Please see the "Improvements" policy, and the subsequent request form
  - c. Concerns, Suggestions, and Inquiries should be sent to the BoD in writing, to the BoD's secretary at secretary@hrhcbod.com
6. The Bod will endeavour to be as paper-free as possible, and all communication with regard to any submissions or complaints processes will be done through electronic correspondence (preferably email), whenever possible

### ON-SITE MANAGER - AN EMPLOYEE OF THE BOD

7. The On-Site Manager will be the front line contact for the following matters:
  - a. Repairs to all Co-op property
  - b. Move-out notices (should also be sent to the property management company)
8. On-Site Manager hours of availability:
  - a. 8:30 am - 5:00 pm Monday through Friday
  - b. All after hours (evenings, weekends, and statutory holidays) are for emergencies only (i.e. - hot water tanks, water damage, fire damage, Co-op appliance complete failure, etc.)
9. All other matters should be sent to the BoD, as per #5 above

### NOTICES TO MEMBERS/RESIDENTS

10. The Co-op will communicate with its residents by email, whenever possible, to decrease printed notices and flyers. Any information packages for Annual or Special General Meetings will continue to be delivered in paper form, as it would be beneficial for members/residents to be able to bring a copy of the relevant documents to the Annual or Special General Meeting for discussion and consideration
11. Email lists will be shared between the PIP officer, the Secretary, the On-Site Manager, and the Property Management Company only

### BOD CONFIDENTIALITY

12. Only the Property Management Company will have access to the confidential financial information of members. The BoD may have access to information regarding housing charge arrears of any/all members, subject to the discretion of the Property Management Company
13. BoD members, in carrying the duties as a Director of the Co-op will:
  - a. Act honestly, in good faith and in the best interests of the Co-op. In so doing, will use the care, diligence, and skill that any reasonably prudent person would use in a similar situation.
  - b. Not take any action or give any undertaking on behalf of the Co-op or the BoD unless specifically authorized to do so by the written job description or the instructions of the BoD
  - c. Observe and comply, in order of precedence, with:
    - i. The Cooperative Association Act and other relevant laws
    - ii. The Co-op's Memorandum of Association, Rules and Occupancy Agreement

- iii. Policies adopted and approved by the Co-op, and
- iv. Decisions taken by resolution of the Board or members
- d. Support the policies, positions, and decisions of the BoD.
- e. Keep confidential all:
  - i. Personal and financial information about members, applicants, former members, and employees of the Co-op
  - ii. Information about Co-op business which should be kept confidential to protect the Co-op, and
  - iii. Information learned about matters specifically determined by board resolution to be matters of confidence
  - iv. Where a Director is uncertain in determining whether something is a matter of confidence, they will seek direction by way of a resolution of the BoD.
- f. Ensure that any confidential information will not be discussed with non-BoD members, nor in any location in which the conversation can be overheard
- g. Put the interests of the Co-op and the BoD ahead of personal interests and will declare immediately any conflicts of interest (see also #4.d under this same policy for further clarification)

### PERSONAL INFORMATION PROTECTION

This procedure is to protect the dignity of members and the security of personal information the Co-op may gather on individuals, in compliance with the Personal Information Protection Act (PIPA) and its principles.

14. The Board will appoint at least one personal information protection (PIP) officer
15. The board will:
  - a. Provide the PIP officer(s) with a job description outlining duties as per PIPA and its principles.
  - b. Ensure the PIP officer(s) receive appropriate training
  - c. Ensure the PIP officer(s) fulfil their duties
  - d. Co-operate fully with the PIP officer(s) in the performance of the officers' duties and in implementation of the policy
16. The Co-op shall only collect the personal information that it requires to ensure sound management of the Co-op, and to fulfil its obligations to residents, these policies, and law
17. The Co-op shall use and share personal information only with the agreement of the individuals concerned, as approved for in the PIPA, or as outlined within these policies
18. The Co-op will communicate with residents by email, whenever possible, as previously stated. The email addresses of the residents will be on file with the PIP officer, the on-site manager, and the property management company, and will not be distributed to any other parties
19. The Co-op will store documents that contain personal information securely to prevent unauthorized use. The Co-op will destroy personal information when the Co-op no longer needs it
20. Individuals have the right to apply to the Property Management Company for a copy of all personal information about themselves that the Property Management Company has. This information will be provided, except where to do so would be in violation of PIPA or these policies. Any cost billed by the Property Management Company will be billed to the member/resident
21. All directors and management staff will sign a confidentiality agreement. No other members shall have access to the personal and confidential information voluntarily provided to the Co-op, unless designated to an appropriate role (PIPA Deputy, etc.), and any such person will also sign the agreement

22. Any minutes or records of discussion on members, residents or applicants will not contain their personal information, except for “in camera” minutes. Minutes of the “in camera” portion of meetings will be kept separate from the regular minutes, and stored securely, to prevent unauthorized use. “In camera” minutes will not be posted in any location

### BOD SPENDING

23. Persons spending or purchasing on behalf of the Co-op must do so in accordance with this policy, and all purchases will be tracked by the BoD's Treasurer
24. Mandatory items: The BoD will identify and authorize spending on budgeted mandatory expense items and authorize management staff to make payment. The management staff must report any expense that goes over budget to the next board meeting
25. Discretionary items: The management staff can authorize spending on and approve payment for budgeted discretionary expense items
- Unbudgeted items must be reported to the next board meeting
  - The board must approve spending on all items, outside of the annual budget
  - The general meeting must approve spending on unbudgeted items over \$5,000 before the purchase is made
26. Emergency expenses: A consensus by the BoD can authorize spending, and approve payment for unbudgeted discretionary items up to \$5,000 on an emergency basis only. Emergency expenses must be reported at the next board meeting
27. Budget revisions: The board may revise the budget as necessary during the fiscal year. Revisions must be reported to the next general meeting for any difference in one budget category over 10%, or for any overall change of more than \$5,000 in total expenses
28. Authorized purchases for the Co-op must be made using a purchase order or contract, or written Co-op authorization to a selected supplier or contractor

### IMPROVEMENTS OR CHANGES INITIATED BY THE BOARD OF DIRECTORS

29. Expenses for general repairs and improvements to the Co-op lands or assets will not be required to be approved of by membership. The BoD is required to:
- Obtain a minimum of 3 quotes for the repair or service
  - The successful vendor or service will be chosen by way of a vote by the BoD
30. For new builds or projects on common property exceeding \$5000 the BoD is required to:
- Present a project proposal to be put forth to membership
  - Obtain a minimum of 3 quotes for the service/purchase/installation
  - The proposal must be approved by membership through a general meeting or electronic ballot, organized by the BoD

## POLICIES

### TREATMENT OF BOD MEMBERS OR STAFF

31. BoD members should not be contacted through private means, as the members of the BoD are volunteers, and are not expected to deal with BoD matters in their private time
32. Approaching any BoD member or the on-site manager in an aggressive manner is not permitted. Any BoD member or staff member who feels that they are treated inappropriately may submit a complaint if they feel it is appropriate to do so

## BUSINESSES

### PROCEDURES / ANNOTATIONS

As per the Occupancy Agreement, no business may operate within the Co-op without written permission from the BoD. Any business operating on Co-op property must comply with this policy.

1. The BoD will keep a list of all approved businesses on file, and reserves the right to revoke business permission if policies are violated
2. Working from home, for a business whose primary location is elsewhere, does not constitute running a business from your home

### POLICIES

3. All businesses operating on Co-op property must have written permission from the BoD. If permission was granted for a business, and this business is changed, permission must be re-obtained from the BoD for the altered or new business
4. Each approved Co-op business is required to have insurance for the business. Proof of this insurance must be provided to the BoD annually, to be forwarded to the property management company to be kept on file
5. Any relevant licenses and certification required for your business must be kept up to date and valid. Proof of these licenses and certifications must be provided to the BoD annually, to be kept on file
6. All businesses must comply with all of the Co-op policies, and must ensure their patrons follow the policies which also apply to them, such as parking, noise, speeding, etc.
7. Signage for any business must first be approved by the BoD
  - a. Signage must not exceed 24"x24"
  - b. Must be hung/mounted in accordance with the policies (not to be adhered to unit siding, may not be on common property, not to obstruct roadways, etc.)

## CODE OF CONDUCT

### PROCEDURES / ANNOTATIONS

Respecting that this community is made of 90 units, and the BoD is committed to assuring an egalitarian community for all residents.

1. Please keep in mind, socializing with your neighbours is encouraged, with the understanding that all residents and visitors are expected to be considerate of all neighbours

### POLICIES

2. Members/residents will not deliberately or knowingly permit or keep anything or anyone in their unit (unit, carport, apron parking, or backyard) which will directly or indirectly impact other member's/resident's safety, health, or personal enjoyment of their unit.

Examples include, but are not limited to:

- a. Putting a base speaker against a wall that is shared with another unit
  - b. Piling of garbage, recyclables, or any other waste
  - c. Failing to clean pet waste
  - d. Smoking of any substances in a unit (also covered by the smoking policy)
  - e. Cooking or preparation of cannabis edibles in a unit (also covered by the smoking policy)
3. For the benefit of all, excessive noise must be avoided during the following times, respective of location:
    - a. On Unit property (Indoors and backyards) from 11:00 pm to 7:00 am
    - b. On Shared property and common property from 9:00 pm to 7:00 am

**NOTE:** Although the 9:00 pm noise restrictions are not enforceable by local by-law, they are enforceable by these Co-op policies; and any complaints of excessive noise in these locations, after these above noted times, will be subject to the Complaints policy

4. Any person who is reasonably presumed to be intoxicated (by some combination of smell/odour, behaviour, impaired motor function, slurring, etc.), will not be permitted to attend any General meeting, forum, or other BoD run meeting, as this is disruptive, disrespectful to other members, and counterintuitive to an efficient use of both community and volunteer time. This person will be removed from the meeting, and if they create further disorder, may face punitive measures by the BoD. No intoxicants are permitted to be consumed / smoked / taken at any BoD run meeting
5. A member/resident shall also not create a legal or financial liability for the Co-op
6. The members/residents will not permit any person living in or visiting the unit to use the unit in any way or engage in conduct which:
  - a. Interferes with or disturbs other member's/resident's peaceful enjoyment of the Co-op,
  - b. Unreasonably interferes with other members/residents of the Co-op by sound, odour, conduct, or any other activity
  - c. Brings the Co-op into disrepute
7. Members/residents shall not obstruct the roads
  - a. As per the vehicle, parking, & towing policy, there shall be no parking in roadways, and there shall be no blocking of other unit's carports or apron parking
  - b. There shall be no loitering in a manner which would impede traffic

8. Members/residents shall not interfere with the rights of other persons, as outlined in the Canadian Human Rights Act (internet searchable)
  
9. This policy prohibits discrimination or harassment based on (or the perception of) the following grounds, and any combination of these grounds:  
Age, Creed (religion), Sex (including pregnancy and breastfeeding), Sexual orientation, Gender identity, Gender expression, Family status (such as being a single parent), Marital status (including married, single, widowed, divorced, separated or living in a conjugal relationship outside of marriage, whether in a same-sex or opposite-sex relationship), Disability (including mental, physical, developmental or learning disabilities), Race, Ancestry, Place of origin, Ethnic origin, Citizenship, Colour, Association or relationship with a person identified by one of the above grounds
  - a. If a person does not explicitly object to discriminating or harassing behaviour, or appears to be going along with it, this does not mean that the behaviour is okay. The behaviour could still be considered harassment under this policy
  - b. Examples of Harassment:
    - Epithets, remarks, jokes, or innuendos related to a person's race, gender identity, gender expression, sex, disability, sexual orientation, creed, age, or any other ground
    - Posting or circulating offensive pictures, graffiti, or materials, whether in print form or via e-mail or other electronic means
    - Singling out a person by/for humiliating or demeaning "teasing" or jokes because they are a member of a policy-protected group
    - Comments ridiculing a person because of characteristics that are related to a ground of discrimination. (For example, this could include comments about a person's dress, speech or other practices that may be related to their sex, race, gender identity or creed)
  - c. Examples of Sexual and gender-based harassment:
    - Gender-related comments about a person's physical characteristics or mannerisms
    - Paternalism based on gender which a person feels undermines his or her self respect or position of responsibility
    - Unwelcome physical contact
    - Suggestive or offensive remarks or innuendoes about members of a specific gender
    - Propositions of physical intimacy
    - Gender-related verbal abuse, threats, or taunting
    - Leering or inappropriate staring
    - Bragging about sexual prowess or questions or discussions about sexual activities
    - Offensive jokes or comments of a sexual nature about an employee or client
    - Rough and vulgar humour or language related to gender
    - Display of sexually offensive pictures, graffiti or other materials including through electronic means
    - Demands for dates or sexual favours

## COMMITTEES

### PROCEDURES / ANNOTATIONS

The Committees formed for the Co-op are made to assist the general community with needs in areas such as maintenance, security, parking, pet monitoring, inspections, social, financial, landscaping, membership applications, etc. Although these committees perform a wide variety of tasks and needs throughout the Co-op, they are ultimately under the governance of the BoD and will be required to follow this policy.

1. Each committee is to have an elected head (or chairperson). The head of each committee is responsible for chairing all committee meetings, and ensuring meeting notes are taken and kept on file
2. Each committee will have a BoD liaison, for the purpose of communicating any concerns, requests, clarifications, and/or advice to support the head of each committee
  - a. If there is a BoD member on the committee, they will be the BoD liaison by default, unless the committee votes and approves another member into this position
  - b. Each committee liaison will meet with the BoD in person once every 3 months, at a BoD meeting, to update the BoD on the committee's current actions and activities
3. All improvements proposed by a committee must be submitted to the BoD, as per the improvements policy
4. All projects & activities organized by a committee, which require Co-op funds, must be submitted to the BoD for expenditures
5. All committee expenses above and beyond standard operating costs (i.e. - fuel for lawnmowers, binders for new members, and other repetitive use and maintenance costs) must be itemized and submitted to the BoD for approval before being distributed by the Treasurer
6. Some committees are required to compile a set of procedures for the matters they oversee (e.g. – procedures the membership committee would adhere to when screening potential new members, or the procedures the security and parking committee would adhere to when addressing the parking concerns or reserved parking applications)
  - a. All procedures for committees must be written among the committee, and provided to the BoD for review (to ensure accountability, transparency, and compliance with the Rules, Occupancy Agreement, and Policies)
  - b. Once the BoD approves the committee's procedures, they will be kept on file with the BoD, and any changes to those procedures going forward, must be submitted in the same manner.
7. All committee decisions are subject to a committee discussion and vote
8. The Code of Conduct Policy is to be adhered to during committee meetings and discussions
  - a. Any concerning conduct by any committee members/residents during meetings and/or discussions is to be first addressed by the committee before being brought to the BoD for consideration
  - b. Any concerning conduct brought to the BoD regarding a committee member's actions or behaviours does not need to be submitted in the form of a written complaint, and the BoD may still mediate and address the issue in accordance with the complaints policy
9. Any complaints or concerns which violate the Co-op's policies, rules, or occupancy agreement need to be brought to the attention of the BoD, even if it violates the particular committee's area of purview
  - a. All complaints and issues need to be dealt with as per the Complaints and Punitive Measures Policy
  - b. When a committee is submitting a report to the BoD for a violation of a policy, rule, or part of the occupancy agreement, they are to use the appropriate form, available in "Appendix A"

10. The BoD reserves the right to override any decisions made by any committee, particularly if that decision violates any Co-op policies, rules, or any part of the occupancy agreement. The committee may appeal to the BoD to inquire as to the reasoning of the overridden decision
  
11. Each committee will abide by the committee descriptions and limitations as set out by the BoD. No committee or individual on a committee may make decisions for, or make decisions on behalf of the BoD.

**POLICIES**

Not applicable



## COMMUNITY BUILDING

### PROCEDURES / ANNOTATIONS

1. All arrangements for the use of the Harris Road Housing Co-Operative Community Building must be made through the Hall Coordinator
2. Contact the Hall Coordinator to request a booking date. Bookings are made on a first come, first serve basis. The Hall Coordinator will send the renter the leasing agreement and rules package
3. Read the rules and sign the leasing agreement. Return the portion of the agreement required, by the date specified, to the Co-op's office along with the appropriate deposit
4. Contact the Hall Coordinator for the hall key. The key will be available 12 hours before the renter's booked date and time, and must be returned to The Hall Coordinator at the end of the renter's booked time (unless other arrangements have been made). There will be an additional fine of \$20 if the key is not returned within 24 hours after the booking
5. The hall is pre-inspected within 24 hours of the renter's booked date and time
6. The hall is then given a final inspection within 24 hours of the end of the booked date
7. The co-ordinator is informed of any damages which may exist. If there are no damages, the Co-op will return the deposit to the renter, usually within three business days
8. If the renter has any questions with regard to damages assessed as the renter's responsibility, address them in writing to the BoD, care of the BoD's secretary, at [secretary@hrhcbod.com](mailto:secretary@hrhcbod.com)

### POLICIES

9. The hall must be left clean at the end of the function. If the hall is being rented immediately after the renter, the renter must clean the hall by the end of the renter's rental time. If the hall is not being rented after the renter, the renter must clean the hall within 12 hours of the end of the renter's rental time
10. Any noise outside of the community building must be contained by 9:00 pm, and any noise inside of the community building must be contained by 11:00 pm
11. Cleaning:
  - a. Floor must be washed with soap and warm water
  - b. Bathroom must be cleaned, including sink, toilet, and floor
  - c. Appliances must be cleaned, including oven if any spillage occurred
  - d. Sinks, countertops, and tables must be washed
  - e. Chairs must be stacked and left against walls
  - f. All litter, recycling, and garbage must be cleaned up, removed from the hall, and disposed of appropriately
12. All lights and the fan must be turned off
13. All doors and windows must be left locked
14. The heat must be turned off, except during cold weather, where it should be left at 10°C

15. No tape or nails may be used on the walls or floors. Decorations can be attached with masking tape to the windows and by tacks to the ceiling. Tape and tacks must be removed when cleaning
16. Coffee urns are available for use, but members/residents must provide their own coffee and sugar etc.
17. If the hall has not been cleaned, the Co-op will have it cleaned at a cost of \$25.00 per hour to be deducted from the damage deposit
18. If there are damages assessed as the renter's responsibility, these items will be repaired, and the cost deducted from the damage deposit. The balance of the deposit remaining, if any, will be refunded to the renter only when all repairs are completed and invoices are received. If the cost of repairing the damages exceeds the damage deposit, the renter will be informed in writing of the balance due and directed to pay the amount within 7 days. (In the case of a member, if the renter fails to submit payment within the 7 days, the amount will be assessed to the next month's housing charge as arrears)
19. The damage deposit, or balance of the deposit remaining after repairs, will not be refunded until all repairs are completed and invoices are received

## COMPLAINTS & PUNITIVE MEASURES

### PROCEDURES / ANNOTATIONS

This policy/procedure is to define the process and steps to be taken by all members/residents prior to issuing a formal complaint to the BoD, and subsequently the steps to be taken by the BoD in the event of receiving a complaint. If the complaint is of a legal/criminal nature, please contact local Police or By-law enforcement as well as notifying the BoD.

### RESTRICTIONS

1. All complaints must be for matters which have occurred within the past 3 months
2. A third party is able to submit a complaint on behalf of another member/resident
3. All complaints can be sent to either the property management company or the secretary@hrhcbod.com email address. All complaints will be dealt with, in full, by the BoD
  - a. Except when the subject of the complaint is a renter, and then a suggested course of action will be given by the BoD for the Property Management Company to carry out appropriately
  - b. The BoD will notify each committee appropriately, if the complaint pertains to their topic (i.e. - pet complaints being notified to the pet committee) within the restrictions permitted under the PIPA.

### SUBMITTING A COMPLAINT

When there are problems or disagreements, members/residents need to take the initiative to resolve them before expecting the BoD and the Co-op to get involved. For a complaint to be considered by the Co-op as valid, the behaviour being complained about must clearly violate these policies, the rules, or the occupancy agreement of the Co-op.

4. If the grievance is relatively minor, the member/resident should have a discussion with the other member/resident to see if it can be resolved informally. In most cases, a quiet word is all that is needed to prevent an issue from escalating
5. If the grievance is serious, or the member/resident feels that it has not been satisfactorily resolved, the member/resident should then put their grievance in writing, using the approved complaints form provided within these policies (see the "Appendix A: Forms" section)
  - a. Complaints should be submitted on the approved complaints form
  - b. The complainant is responsible for outlining which of section(s) of the policies, rules, or occupancy agreement may have been violated in their submission
6. All formal complaints, concerns, provisions of information, or FYI's given to the BoD must be submitted in writing. Any verbal submissions are not subject to this policy
7. All parties providing a written or formal submission to the BoD must complete the complaints form in its entirety, otherwise the information being submitted will be merely considered a concern, an FYI, or a provision of information for the BoD to be aware of

### BOD COMPLAINT PROCESS

8. Upon receipt of a complaint, the BoD will confirm with the complainant that their complaint has been received, and that their submission will be discussed at the next Board meeting
9. If the complaint is found to be invalid, meaning that no Co-op policy has been broken, the BoD may choose to inform the complainant that their complaint has been deemed invalid

10. If the complaint is determined by the BoD to be valid, the BoD will notify the subject of the complaint, and an investigation will be conducted by at least three BoD members, keeping in mind any conflicts of interest, as outlined in the Board of Directors Policy. The investigation will include contact with the complainant, the subject of the complaint, and any witnesses or other involved parties by way of in-person interviews wherever possible
  - a. A maximum of two people will be permitted to attend any interview with the investigative team. If only one person has been called to the interview, they may bring a second person for support if they choose
  - b. Interviews may be recorded by the BoD if deemed appropriate, but the recording must be destroyed or deleted at most 3 months after the BoD's decision has been informed to all parties
11. This investigation will be to confirm and assess:
  - a. The issue of the complaint from the perspective of all parties
  - b. The policies/rules relevant to the complaint
  - c. The details of the event/issue/situation (date, time, individuals involved, etc.)
  - d. Any damages or costs accrued due to the incident
12. If the complaint has been determined to be valid, the investigation is completed, and the subject of the complaint has been found to have violated a policy / rule / occupancy agreement, the BoD will determine the type of punitive action to be pursued
13. If a member/resident is found to have violated a policy which incurred any damage or expense, that individual is also liable for any and all expenses, reimbursements, and chargebacks associated with that violation. All expenses therein will be charged to the member or primary renter of the unit found to be responsible
  - a. The costs and expenses applicable for this chargeback or reimbursement are to be determined by the BoD
  - b. Any expenses, reimbursements, and chargebacks will be disbursed as appropriate by the BoD, and are not to be paid directly to the wronged party
  - c. The complainant will only be notified of the reimbursement when the BoD is disbursing the paid funds.

### APPEALS

15. Appeals of a BoD decision are only possible for any decision which has resulted in a warning or form of restitution. No resident may appeal the BoD's determination of a complaint being invalid
16. Only the primary member or renter for a unit may appeal the BoD's decision regarding an above noted punitive measures. This may be done by way of an in-person meeting with the BoD, or in writing. The BoD has no obligation to reverse their decision, but may do so if new or compelling information is provided about the complaint or issue
17. Appeals must be submitted to the BoD within 3 months of the decision having been provided
18. Refusal by the subject of a complaint to participate in a complaint investigation, will nullify the subject of the complaint's submission of an appeal of a decision to the board of the directors

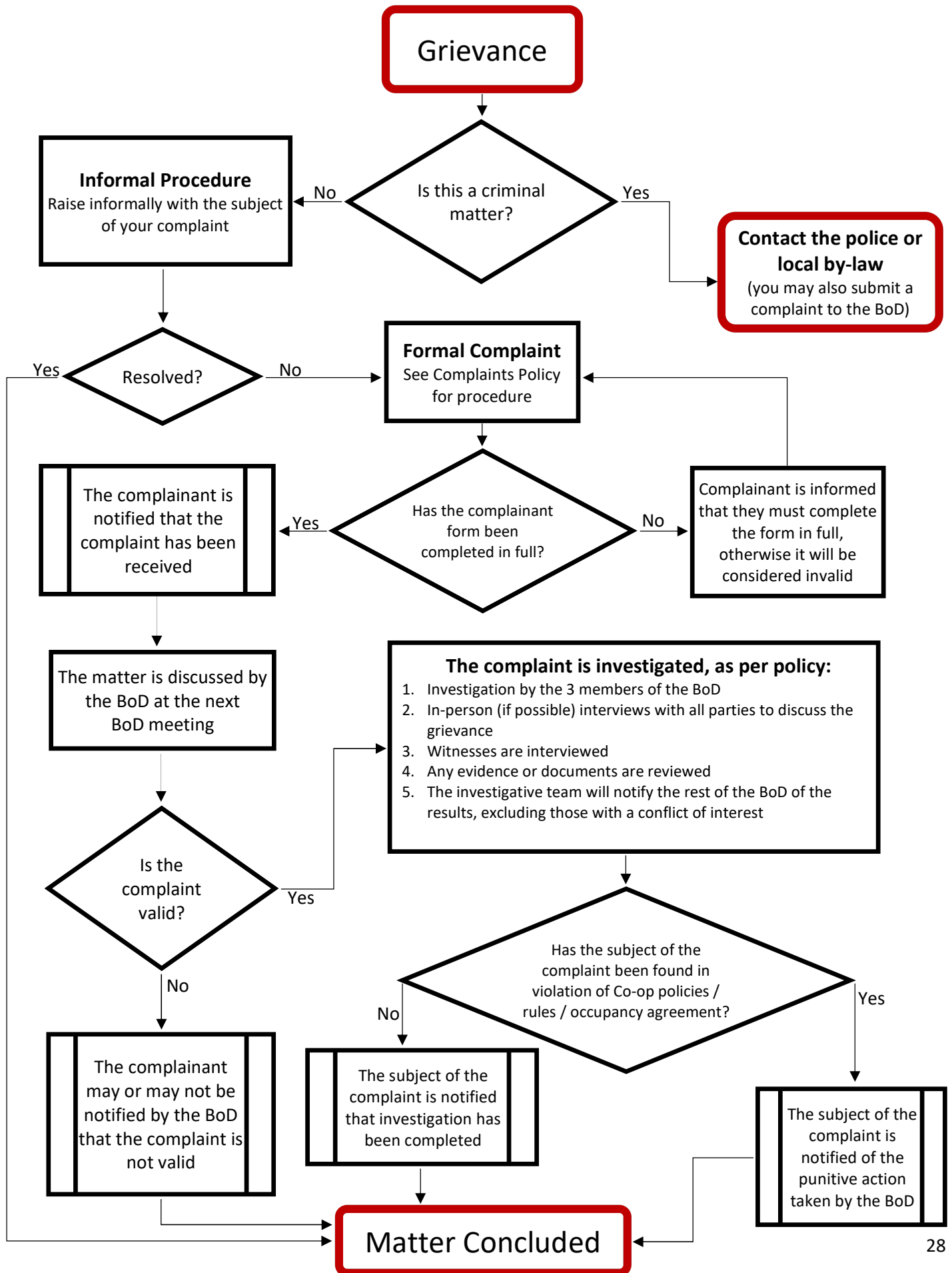
### HARASSMENT & CONTINUOUS INVALID COMPLAINTS

19. If a member/resident is submitting repetitive, baseless, or ongoing invalid complaints, the BoD reserves the right to take a course of punitive action against the repetitive complainant, as this will be considered a form of harassment to both the BoD as well as the subject(s) of the complaints

**NOTE:** all documents for all matters will remain on active member files permanently, including complaints, letters, punitive measures, communications to and from the Board, inspections, property damage reports, repairs, illegal activity, and violations of confidentiality.

### POLICIES

Not applicable



## CRIME FREE HOUSING

The purpose of this Policy is to make clear that the Co-op will not tolerate whatsoever criminal behaviour or activity on the part of its members, occupants, and guests and that the Board will at all times strive to create as crime free of an environment as possible under the guidance and application of this Policy.

### **COSTS OF CRIMINAL ACTIVITY ON CO-OP PROPERTY:**

When criminal and destructive activities operate out of a community, neighbourhoods suffer, and the Co-op can face serious consequences, including:

- Loss of valued members/residents;
- Decline in property values;
- Property damage from abuse, retaliation, or neglect;
- Fire resulting from drug manufacturing or growing operations;
- Civil penalties;
- Fear and frustration when dealing with dangerous and threatening residents; and
- Resentment and anger between members, neighbours, and property managers

### **CRIME FREE HOUSING BENEFITS:**

- A stable, more satisfied member base;
- Increased demand for units with a reputation for active management; and
- Improved personal safety for members, occupants, and property managers

## POLICIES

1. The members and occupants of every unit, and all of their guests, shall not at any time engage in any criminal activity on the Co-op property, including, but not limited to:
  - Any drug-related criminal activity;
  - Solicitation (sex-trade workers and related nuisance activity);
  - Street gang activity;
  - Assault or threatened assault;
  - Unlawful use of a firearm; and
  - Any criminal activity that threatens the health, safety, or welfare of the other members, occupants, or persons on the Co-op's property.
2. The member is responsible for all actions of all occupants of the unit and their guests and will also be held accountable for any criminal activity occurring at the hands of any of them on Co-Op property
3. Even a single violation of the above provisions, which hereby form a reasonable and material condition of the Occupancy Agreement of the Co-op, may be considered as good cause for the Board to invoke the termination process under the Rules of the Co-op (described in greater detail below)
4. In the appropriate circumstances the Board may make further enquiries and investigations in order to substantiate the violation
5. Given the seriousness of the matters addressed by this Policy, the Board of Directors retains the discretion to apply the procedures set out herein in the manner chosen by the Board

## TERMINATION PROCEDURE UNDER THE RULES AND OCCUPANCY AGREEMENT

1. The Rules are a contract of law between each and all of the members of the Co-operative and the Co-operative itself. That contract is entered into at the point the member is formally granted Membership under the *Co-operative Association Act*. Included as part of the Rules is the Occupancy Agreement, which deals specifically with matters concerning the occupancy of the premises by each member
2. Likewise, the strict enforcement of this Policy will be done in keeping with the Rules and Occupancy Agreement.
3. Rule 5 of the Rules deals with the termination of the Membership. Rule 5.1 sets out the grounds for termination. The Membership may be terminated by a resolution of  $\frac{3}{4}$  of *all* directors where the member has, among other things:
  - engaged in “conduct detrimental”; or
  - breached the Occupancy Agreement and has not rectified that breach within a reasonable time after receiving written notice to do so
4. Likewise, a formal warning to rectify the conduct is not needed where it is “conduct detrimental” as determined by the Board in its discretion. That allows the Board to immediately address and enforce this Policy as discussed above
5. The Board can issue a warning to the member where the conduct is determined by the Board to be less serious. Again, that will be at the discretion of the Board
6. If the matter is conduct detrimental or is less serious conduct for which a warning was issued by the Board and the member did not rectify the breach, rule 5.4 provides that the Board must invite the member to a formal meeting of the Board at which a resolution to terminate the Membership and Occupancy Agreement will be considered. The Board must provide at least 7 full days’ notice to the member
7. The member has the right to present their case at that meeting following which the Board will excuse the member from the meeting and vote on the termination, which requires a vote of  $\frac{3}{4}$  of ALL directors
8. If the Board resolves to terminate, then the Board must give the member notice under rule 5.5 and the member then has the right to appeal the decision at a meeting of the general membership under rule 5.6
9. If the general membership confirms the Board’s resolution, the member has the right to appeal the decision to the Supreme Court of British Columbia
10. That process is difficult for the member, especially where the conduct is a crime. This Policy is thus meant to make clear that criminal activity will not be tolerated at the Co-op and the consequences associated with the member’s engagement in criminal activity will be serious
11. If the member appeals to the Court or does not leave when required to do so, there will be a court hearing and the Court will be asked by the Co-op to grant an order for vacant possession of the member’s unit. If the member then refuses to vacate the unit, the Sheriff of the Court has the authority at law to physically remove the member and all occupants and belongings
12. The purpose of this Policy is thus to ensure, as best as possible, that the Co-op has a crime free environment at all times

## HAZARDS

### PROCEDURES / ANNOTATIONS

Not applicable

### POLICIES

1. No open flame or high heat may be used in carports or apron parking due to fire hazards near hazardous materials, wooden structures, and other vehicles
2. Fireworks of all kinds are banned within the Co-op property with the exception of an official Co-op supervised Halloween display
3. Members must not permit anything to block fire exits, stairs, corridors, backyard gates, or public thoroughfares
4. Smoke and/or CO2 detectors must not be disconnected or painted
5. All garbage will be securely tied in plastic bags and placed in the bins provided
  - a. Garbage bins, compost bins, and recycle bins must be cleaned regularly
  - b. Large items, such as furniture must not be disposed of in the Co-op. See Property of the Co-op Policy for further details
6. Balconies, carports, apron parking, and patios are not to be used for the storage or use of unsightly or dangerous materials, and are to be kept clean and tidy at all times. Please see the balconies, backyards, & front of unit policy
  - a. No freezers, refrigerators, or other appliances are to be kept on front porches, carports, or apron parking unless they are securely locked, as per the Co-op's insurance requirements
  - b. No hazardous materials (as defined by the Canadian Occupational health and safety regulations) may be kept inside of your front storage unit, inside of a unit, or on a balcony. All permitted hazardous materials must be stored in your carport. Hazardous materials are restricted to include a maximum of:
    - i. Two jerry cans of gasoline (to a maximum of 20 litres, in appropriate containers),
    - ii. Two cans of paint,
    - iii. One container of pesticide,
    - iv. One container of any other hazardous materials.
  - c. If the BoD is concerned about any of the substances stored on co-op property, as per guidelines in the Co-op's insurance requirements, it will be addressed with the member/resident on a case by case basis
7. If a unit has an oil, gas, or other hazardous substance spill, please consult with the BoD on how it is to be removed



## HOUSING CHARGE, INCOME REVIEW, AND METHOD OF PAYMENT

### PROCEDURES / ANNOTATIONS

#### ALL MEMBERS

1. Income verification will be completed once annually to coincide with budget preparation
2. Any member who does not provide adequate documentation of their income will be assessed at the maximum housing charge applicable for their unit
3. Members are required to submit housing charges in the form of pre-authorized debit unless otherwise approved by the property management company
4. There will be a \$25.00 penalty for housing charge payments received after midnight of the first day of the month
5. All housing charge cheques returned by the bank will be charged an NSF fee, matching the fee charged by the processing bank
6. Failure to pay housing charges after move-out notice has been given will result in a penalty of \$100.00 per month missed, being assessed to the member

#### MEMBERS ON SUBSIDY

7. A change in income must be reported to the property management company when it occurs. New housing charges will be effective the first day of the following month
8. Members who do not report changes in their income as they occur, may be subject to having their housing charges retroactively assessed
9. The cut-off date for submission of income documentation to be used to establish the housing charges for the next fiscal year will be the 15<sup>th</sup> day of May UNLESS the Co-op's policy requires the members to report increases in income, in which case members must submit documentation of the increase in income and the housing charge for the next fiscal year will be adjusted accordingly
10. You must submit the income tax return (including all pages of the "Statement of Business Activities", if appropriate) along with the CRA "Notice of Assessment" (when it becomes available) for the calendar year that immediately precedes the 15<sup>th</sup> day of May and that documentation will be used to establish a housing charge for the following fiscal year
11. You must submit documentation of any increase in income during the fiscal year and their housing charge will be adjusted accordingly, UNLESS the Co-op's current policy, as altered from time to time, does not require that increases be reported
12. Members may not have their housing charges decreased, UNLESS the Co-op's current policy, as it altered from time to time, permits decreases in housing charges based on decreases in income

### POLICIES

Not applicable

## IMPROVEMENTS – INITIATED BY MEMBERS

### PROCEDURES / ANNOTATIONS

For improvements or changes initiated by the BoD please see the Board of Directors Policy

#### MEMBERS ONLY

1. Changes of a cosmetic nature or items dealing with routine maintenance do not require approval i.e.: painting, wallpapering, adding shelves, changing faucets, globes (light coverings), personal decorating
2. Changes which will alter the interior or the exterior of the building require prior approval of the BoD. i.e.: structural changes or additions, permanent installation of items (dishwasher, etc.), any change which requires municipal permit, or any exterior change which would alter the aesthetic of the building (fence, shed, etc.). Please see the Co-Op's website or on-site manager for a copy of this form
3. Some changes will not be permitted as they would alter the Co-op in a way which would change the unit drastically, or would interfere with other units (i.e. - physical changes to a wall common to another unit, removal of any part of a wall, cutting through a floor or ceiling)
4. Some changes in units require permits and use of a qualified tradesperson. Permission to make these changes will not be given until the member provides proof that all necessary permits have been obtained and that the work is going to be done by a qualified tradesperson. (i.e. - electrical wiring, plumbing changes, etc.)
5. All authorized alterations must be inspected and approved by the maintenance committee upon completion of the alterations
6. Failure to obtain prior approval for any changes may result in one of the following:
  - a. The member may be asked to immediately restore the unit to its original condition
  - b. The Co-op may employ someone to do the necessary repairs and bill the member accordingly
7. All changes must conform to the fire regulations and building code standards

### POLICIES

#### MEMBERS ONLY

8. On move out, units must be restored to their original condition or to a condition acceptable to the inspections committee. If in doubt whether an improvement requires approval, the member should consult the maintenance committee before commencing with the work.

#### MEMBERS & RENTERS

9. Portable Air conditioners which only require a duct be vented through a window are acceptable as is, but any window-mounted air conditioner is required to be professionally installed, as per the co-op's insurance requirements; homemade mounts for these units will not be acceptable, and proof of professional installation is required to avoid punitive action from the BoD

## INCOME - EXCLUSIONS TO THE DEFINITIONS

### PROCEDURES / ANNOTATIONS

The following are EXCLUSIONS to the definition of income for the purpose of housing charge calculations: (Reference 56.1 operating agreement):

1. Earning of children in regular attendance at recognized institution of learning, funds for tuition, such as bursaries and contributions from non-resident family members
2. Living out or travelling allowances of a family head
3. Earnings of a spouse (or equivalent) up to \$900 per annum
4. Income from any source (other than Social Assistance payments) of a one parent family up to \$900 per annum
5. Capital gains such as insurance settlements, inheritances, disability awards, sales of effects
6. Family Allowance (change to Child Tax Credit)
7. \$2 per child per month (from the housing charges)
8. The repayable portion of Student Loans

### POLICIES

Not applicable

## INTERNAL TRANSFERS

### PROCEDURES / ANNOTATIONS

#### CONDITIONS

1. The members/residents wishing to transfer must be in good standing.
2. The approval or rejection of an internal transfer will be up to the BoD, as this would require knowledge of the member's standing, which is confidential.
  - a. The membership committee will only be notified of a transfer once it has been approved by the BoD
  - b. No transfer requests will be accepted for any member who has been a member for less than one 12 months
3. Transfers will be treated like any move-out, with the same expectations
4. Transferee must pay the difference in shares in full, two weeks before move-in date
5. Shares on out-going units will be transferred when move-out unit is filled (until then the shares will remain with the old unit). Share difference for (2 bedroom) unit will be paid when all debts to the Co-op are paid (i.e.: arrears, carpet cleaning, painting, etc.)
6. Members on the internal wait list will have priority over people on the external wait list
7. All internal moves and unit allocations must have Board approval. The Board of Directors may limit the number and time of internal moves
8. The interior and exterior unit of the member requesting an internal move must be in good condition and repair and in keeping with the character of the rest of the Development upon inspection before final approval is granted. The current unit must have no member abuse damage that requires the Co-op's attention

#### SUBSIDY MEMBERS

9. When moving from a 2 bedroom unit to a 3 bedroom unit the subsidy will be transferred to the new unit only at the rate of the approved 2 bedroom rate for the balance of that fiscal year until the following assessment time when members/residents will need to reapply for subsidy.
10. The members/residents will be required to pay the difference between their current rate of subsidy and the rate allowed for the three bedroom, each month.
11. When moving from a 3 bedroom unit to a 2 bedroom unit, the subsidy will be transferred to the new unit, the subsidy will be dropped to the rate allowed for a 2 bedroom unit

#### POLICIES

Not applicable

## MEMBERSHIP & UNIT CAPACITY

### PROCEDURES / ANNOTATIONS

#### FOR MEMBERS AND RENTERS

1. The Harris Road Housing Co-op is intended to be a family community, but due to limited unit size, there is also a limit on the numbers of residents in a unit, reflective of the size of the unit. This may include a nanny, housekeeper, or a nurse. The Co-op will use the following standards in determining the appropriate unit size for each household (as per national occupancy standards):
  - a. A 2-bedroom unit may be assigned to a one-person application, but cannot exceed 4 individuals residing in the unit, regardless of age
  - b. A 3-bedroom unit may be assigned to a two-person application, but cannot exceed 6 individuals residing in the unit, regardless of age
  - c. There should be enough bedrooms so that parents do not have to share a bedroom with a child
  - d. There should be one bedroom for each child of the opposite sex aged five or over, as per provincial Ministry of Children and Family Development standards
  - e. There should be one bedroom for each dependent age 18 or over
2. Any new additions to the dwelling's residents, above the age of 19, with the intention of remaining in the residence for longer than 6 weeks, must be screened and approved by the BoD, and must also be listed on the unit's paperwork
  - a. All new residents (staying over 6 weeks) must provide a criminal record check to the BoD before being approved to reside in the complex
  - b. All new or existing residents (staying over 6 weeks) who intend to become an associate member must also complete and pass the income verification, credit screening, and interview with the membership committee.
3. Move-outs must be completed by 12:00 noon on the last day of the month
4. Move-ins are to be effective at 12:00 noon on the first day of the month

#### FOR MEMBERS ONLY

5. Each member unit will have one primary member, and can pay a \$10 refundable fee to have an associate member within the unit; both of whom are permitted to vote in any matters at the Co-op's General Meetings. Each unit is limited to one associate membership, resulting in a maximum of two votes per unit, on all voteable Co-op matters. All other residents of the unit have no voting rights
  - a. Associate Membership must be applied for, and is not an automatic provision for each unit
  - b. Voting is not available for those residents who are renting their unit
6. Sixty days written notice of intention to vacate is required. Notice must be received by the management company or the on-site manager before the first of the month
7. Only one member of the same household may serve on the BoD per term. Renters cannot serve on the BoD

#### WAITLIST & APPLICATION PROCESS

8. The waitlist will be monitored & managed by the PIP officer and the On-Site Manager only, as to ensure protection of personal and confidential information. Any time the waitlist is updated, a copy of the list will be shared with the membership committee, but will only show the names and waitlist positions.
  - a. The waitlist will be closed at a maximum of 25 persons, meaning that no individuals may be added or kept in a queue of any kind, above and beyond that limit

- b. The On-Site Manager will contact those on the waitlist every 6 months to inquire as to whether they wish to remain on the list. Any individuals who fail to reply to this contact, or indicate they would like to be removed, will be removed from the waitlist
9. The waitlist, applications, interviews, and approval to membership will be completed as follows:
  - a. When a unit comes available, the BoD, On-Site Manager, and Property Manager will all be made aware, and the membership committee will only be informed of an available unit, and what size the unit is
  - b. The On-Site Manager, in conjunction with the Property Manager, will be responsible for collecting the applications and completing the appropriate screening of those individuals at the top of the waitlist. Applications will include a mandatory submission of income verification, a criminal record check, and a credit check
  - c. Successfully screened applicants will be interviewed by members of the membership committee, and those involved in the interviews will discuss and vote on which applicants are to be approved for membership
  - d. If an individual is approved for membership, and refuses the unit offered to them, they may ask to remain approved for the next unit, but only once. Refusing an available unit twice will result in being removed from both the waitlist and the approved for membership list
  - e. Any falsehoods or relevant omissions on the membership application will result in rejection of the application. If the falsehood or omission is discovered after a membership has been granted, an immediate review of membership will occur
10. Those who have been approved for membership, and assigned a unit, will be required to complete the paperwork within the following timeline:
  - a. Upon approval of membership: Deposit fee of \$200 is collected
  - b. Minimum of 15 days prior to move in: All new membership paperwork is to be signed. Shares and associate member fees are to be collected
  - c. Keys are only to be distributed once proof of tenant's insurance has been provided, and only once the previous residents have completely moved out of the unit
11. A unit transfer can only be requested by the primary member of the unit:
  - a. All unit residents must vacate the unit if the transfer is approved,
  - b. Associate members and residents wanting their own unit will need to complete the waitlist procedure as laid out in #9 of this policy

## POLICIES

Not applicable

## PAINTING

### PROCEDURES / ANNOTATIONS

1. Members have the choice of the following:
  - a. Painting their unit themselves
  - b. Using the Co-op's painter
  - c. Using a professional painter of their own choice
2. The Co-op will supply the paint to members at cost. Members may purchase paint from the On-Site Manager (cheque or money order only), or have the cost of the paint deducted from their shares. If the member has been in residence for five (5) or more years, the paint will be provided to the member at the Co-op's expense
3. The Co-op's painting contractor shall not be paid until the unit has been inspected and passed by the inspection committee
4. The Co-op will be responsible for the painting of all unit ceilings upon move out, as determined by the inspection committee. A good quality latex ceiling paint in flat white must be used
5. Failure to meet the Co-op's paint standard can result in the member being responsible for the re-painting of their unit at the member's expense

### POLICIES

6. Unless advised to the contrary by the inspection committee (in writing), each unit shall be painted upon move-out. The inspection committee's decision is final and there will be no appeals
7. All units painted by the member shall be properly prepped prior to painting by ensuring:
  - a. All surfaces must be clean of grease and scuff marks
  - b. All wall holes must be filled with a dry wall mud and sanded flat
  - c. All wallpaper, decals, or other adhesive products must be completely removed from the surface
  - d. Switch and plug covers must be removed
  - e. Light fixtures must be taped off
8. All units to be painted by the Co-op's painter shall be properly prepped by ensuring that all surfaces must be clean, including the removal of grease and scuff marks
9. Interior walls, hallways, closets, living room, bedrooms, and laundry room must be painted in *Sherwin Williams Maritime White (eggshell)*
  - a. Bathrooms and kitchen must be painted in *Sherwin Williams Maritime White (semi-gloss)*
  - b. Painting of trim and doors will only be done if it is determined to be necessary by the pre-move-out inspection.
    - i. Trim and doors must be painted in Interior semi-gloss latex white Kitchen and Bathroom paint
  - c. It is optional to paint the downstairs hallway and ½ way up the stairwell in the semi-gloss as well
10. The member shall not pay an outside painting contractor from their shares
11. The Co-Op will be responsible for repainting the interior of a member unit every 10 years, with all of the following criteria having been met:
  - a. The member has resided in the same unit for 10 years
  - b. The member has submitted a written request to the BoD to have this done
  - c. The member must have the walls in good repair, with holes patched and sanded

- d. The member is responsible for moving all furniture, as the moving furniture or items is up to the member to arrange
- e. Any cost for custom paint colours , above and beyond the cost of what the standard Co-Op paint would cost, will be the responsibility of the member



## PARTICIPATION

### PROCEDURES / ANNOTATIONS

All members agreed to donate 4 hours per month of their time, to assist the Co-op in reducing operating costs. Member involvement means the active involvement of the membership in the governance of the Co-op and in the Co-op as a community. As Co-ops are about mutual self-help, your basic obligation as a Co-op member is to make a contribution to making the community work.

This volunteer participation can be within a committee, time on the BoD, and various other actions which benefit the community, such as community yard work, cleaning, maintenance, and if you are looking for something to be involved in, please reach out to the On-Site Manager, the BoD, or any of the co-op's committees and inquire if there is any areas in specific need.

Attendance at general meetings is heavily encouraged, as this is the only avenue in which your voice can be heard on matters pertaining to BoD changes, policies, procedures, resolutions, and projects.

### POLICIES

Not applicable

## PETS & WILDLIFE

### PROCEDURES / ANNOTATIONS

Not applicable

### POLICIES

#### ALL ANIMALS

1. All pets are to be registered with the pet committee
2. All pets are to be spayed/neutered (except with written permission from the BoD, to be reassessed annually), and members/residents with dogs are to provide proof of city license annually
3. All members/residents should also have all pets up to date on appropriate vaccines and immunizations
4. All members/residents are prohibited from boarding pets on patios, balconies, in carports, or in apron parking
5. Members/residents may also have contained pets: fish, gerbils, hamsters, or guinea pigs within their unit. The BoD must approve ALL other pets but may reasonably withhold permission. Contained pets must remain in their appropriate enclosures when outside the unit
6. Members with fish tanks must provide proof of water damage liability insurance (and all renewal insurance statements each year) to the BoD, which will then be sent to the property management company to be kept on file
7. All members/residents are responsible for any damage to Co-op property, and to any individuals on Co-op property, inflicted by their pet(s). If problematic or aggressive pet behaviour persists, the BoD reserves the right to demand the permanent removal of the aggressive or damaging animal from the property
8. Members are responsible for ensuring that visitors with pets must follow all the rules with the exception of registering their pet
9. No members/residents are to feed wildlife in any capacity, with the exception of having a BoD approved squirrel-proof bird seed feeder. This request can be made to the BoD via the request form, available on the Co-Op's website, or from the on-site manager

#### ALL DOGS, CATS, RABBITS

10. Members are allowed two pets (cats, dogs, rabbits) per unit. Members/residents who have had more than 2 pets since this policy was originally approved in 2006 were not permitted to replace the 'extra' pet when it died or was removed from the unit; therefore there should be no more than 2 pets per unit at this time
11. Guide dogs and other assistance animals are not counted in the number of "pets" per unit, but are also limited to two Guide/Assistance animals per unit, in addition to "pets". These animals MUST have registered training certificates, and a copy of all certifications and registrations must be provided to the BoD. This does not include registered emotional support animals
12. Dogs:
  - a. Are not permitted to be left unattended in unit backyards from 9:00 pm to dawn
  - b. Are to be leashed at all times, except within units, unit backyards, and in the off-leash dog area
  - c. All members/residents are to immediately pick up any droppings left by their dog, this applies to all areas of Co-op property, including unit backyards

13. No animal is to be tied up or left unattended outside for more than two hours
14. All members/residents with cats are required to have at least one litter box in their unit

## PLAY SPACES

### PROCEDURES / ANNOTATIONS

1. Failure to comply with the play spaces policies and/or causing a disturbance or damage may result in a withdrawal of play space privileges, and the BoD may pursue punitive action as per the Complaints and Punitive Policy

### POLICIES

2. The play court is available for use from 9:00 am to 9:00 pm

## PROPERTY OF THE CO-OP

### (Co-op Grounds & Assets)

### PROCEDURES / ANNOTATIONS

1. The proposal to build any temporary or permanent structures must first be passed by the BoD, and then approved by the membership in a vote at a general meeting or electronic ballot organized by the BoD

### POLICIES

#### CO-OP GROUNDS

2. All members/residents must have valid tenant's insurance, including third party liability (and water damage insurance if a waterbed or large fish tank is in the unit)
3. No member/resident shall do anything wilfully or permit anything to be done which would cause damage to Co-op property either by fire, water, vandalism, or other means
4. Proper draperies must be used in all windows (i.e.: no tinfoil, flags, sheets, etc.). Members/residents may apply to the BoD for a situational exception
5. No member/resident can build any permanent or temporary structures on common property. The exception is the use of portable sunshades or pop-up structures, which cannot remain on common property longer than 48 hours
6. Gardens and any other planting on common property need to be approved by the BoD, with the understanding that if the member/resident fails to maintain the garden to aesthetically appropriate standards (no overgrowth, and must be weeded), the BoD has the right to remove or maintain the flower garden as it sees fit
7. The Co-op may be liable for injury/damage sustained while on Co-op property, therefore it is the responsibility of every member/resident to ensure chairs, benches, tables, toys, bicycles, etc. are not left on common property.
  - a. The member/resident will receive a warning from the BoD, and if the items remain on common property for 48 hours after the warning has been issued, the items will be considered a donation to the Co-op, and will be moved as determined by the BoD
  - b. If any garbage or trash is kept on common property, and the BoD is required to remove it based on the above policy, the member/resident will be billed for the cost of removal
8. No member/resident shall litter or leave garbage on any Co-op property, as all refuse and recyclables should be contained in the appropriate refuse and recycle bins, as provided by the City of Pitt Meadows. Any and all refuse or recyclables on the property longer than two weeks (as garbage pickup is bi-weekly) shall result in punitive action by the BoD

#### CO-OP ASSETS

9. All Co-op property should be signed out, and care should be taken to keep borrowed/signed out property in good repair.
10. All Co-op borrowed property need to be returned within 48 hours of the time it is signed out
11. No Co-op member/resident should be in sole possession of Co-op property (or in possession of the sole access to Co-op property) with the exception of the on-site manager

## RECORDS

### PROCEDURES / ANNOTATIONS

The Co-op requires that all members/residents update their contact information, unit information, and vehicle information, and other relevant information with the On-Site Manager.

This information includes:

- Copies of the unit's tenant insurance (to be forwarded to the property management company, to be kept on file)
  - Including water damage coverage if the unit has a waterbed or a fish tank larger than 1 gallon in size
- The names and ages of all individuals residing in the unit (including minors)
- The phone numbers and E-mail address of the primary member/renter and associate member
- Vehicle information:
  - Registration information
  - Make, model, year, colour
  - License plate
  - Proof of insurance is also required for those whose vehicles are insured for parking/storage only
- Pet information – Please see the Pet Policy for more information on pet restrictions
  - Proof of dog licensing, as per Pitt Meadows Dog Control Bylaw
  - Proof of registration and training for any guide dogs or assistance animals
  - Proof of annual permission from the BoD for any intact (not spayed or neutered) cats, dogs, or rabbits

Members and residents are responsible for ensuring their financial information is kept up to date with the Property Management Company, as this will not be held by or accessible to the BoD

### REPORTABLE INCIDENTS

A reportable incident is an event in which someone has had adverse affects, serious injury, serious illness, or even death on the Co-op property.

1. Any reportable incidents for which the Co-op holds any responsibility must be reported to the Board of Directors immediately. This can include illness or injury caused by poor unit maintenance, injury caused by unsafe common spaces, etc.
2. Any deaths on Co-op property must be reported to the Board of Directors immediately, to determine if there are any safety concerns, legal requirements, or transfer of membership or residency documentation which needs to be completed

### POLICIES

Not applicable

## SHARE PURCHASES AND REFUNDS

### PROCEDURES / ANNOTATIONS

1. The cost of shares is \$2500 for a two bedroom unit and \$3500 for a three bedroom unit, payable only by certified cheque or money order
2. The associate member fee is \$10 and is refundable upon move-out. Please see the Membership Policy for more details on associate membership
3. Share purchases will be refunded 4-6 weeks after all the following criteria are met:
  - a. The final inspection is completed on the unit
  - b. All repairs which are deemed to be the outgoing member's responsibility are completed and invoices for these repairs are received
  - c. All debts to the Co-op are settled
  - d. The share refund is approved by the BoD, at a meeting of the Directors
4. When a member moves out of the Co-op, the Co-op will hire a professional company with a truck mount carpet cleaner system to clean the vacating member's carpets, and the cost of this cleaning will be deducted from the vacating member's share refund
5. The board shall not approve the transfer of primary member shares to an associate member unless:
  - a. The associate member has completed all forms of the screening required by the policies and membership committee, including (but not limited to) credit check, income verification, criminal record check, and compatibility interview, AND
  - b. One of the two following requirements is met:
    - i. The associate member has resided on the property, in the unit with the primary member for at least one full calendar year, and has been a verified associate member for that full calendar year, OR
    - ii. In case of death of primary member

### POLICIES

Not applicable

## SMOKING, VAPING, & CANNABIS

### PROCEDURES / ANNOTATIONS

Not applicable

### POLICIES

#### SMOKING RESTRICTIONS

1. Smoking is prohibited in all units, with no exceptions
2. Smoking is prohibited in the designated playground spaces
3. All persons, including but not limited to members/residents and visitors must comply with this no smoking in units policy. Members/residents must ensure that this no smoking in units policy is not violated by their visitors
4. Out of consideration for children residing in the front of unit bedrooms, there shall be no smoking in the common or shared property in front of the units (carports or apron parking)
  - a. Permission may be granted pursuing an application to the BoD, as the BoD will then determine if the applying unit's two immediate neighbours (one neighbour for end units) are willing to sign a form documenting their permission for the smoking to occur. This form will remain on file with the BoD
  - b. This permission must be revisited if any of the units involved has new members/residents move in, or has transferred to a different unit
  - c. This permission will automatically be denied if any of the units (applying unit or neighbouring units) have children or youths (age 18 or under) residing in the unit

#### SMOKING PERMISSIONS

5. Smoking is permitted in backyards
6. Smoking is permitted on common property, provided it is at least 6 metres [16.5 feet] of any door, window, or air intake
7. All smoking debris (butts, packaging, lighters, etc.) must be properly extinguished and disposed of

### CANNABIS

As of October 17, 2018, the federal and provincial governments have legalized the limited personal cultivation, limited personal possession and consumption of recreational cannabis. All of these activities may impact the Co-op and the members beyond the person cultivating, possessing, or consuming the cannabis. This policy limits these rights in the interests of the Co-op as a whole.

8. Possession: Members/residents are responsible for any cannabis they, other residents of the unit or guests possess. Members/residents and guests must be in compliance with provincial and federal law. Cannabis must be stored so that there is no impact (odour and otherwise) on neighbours
9. Consumption: Smoking of cannabis is restricted by the same policies as the Co-op's general Smoking Policy
10. Cultivation: The cultivation of cannabis on Co-op property is only permitted as outlined below.
  - a. Indoor cultivation is strictly forbidden
  - b. Contained cultivation (hydroponic and other contained units) is strictly forbidden
  - c. Outdoor cultivation (private gardens) is permitted, up to two (2) plants



11. During the course of any inspection, if prohibited cultivation is discovered, the member will be required to immediately dispose of the plant(s) safely or will be responsible for the costs of having the plant(s) removed by the co-op. The member will also be responsible for any related property damage
  
12. Distribution: Distribution or sale of cannabis and related products is subject to federal, provincial, and municipal licensing. The Co-op will not approve the sale or distribution of cannabis from Co-op property

## UNIT MAINTENANCE & INSPECTIONS

### PROCEDURES / ANNOTATIONS

1. Given the age of our Co-op buildings and the quality of the material used when the Co-op was built, wear and tear is expected
2. This policy/procedure applies equally to all members, and has been organized by room, for easy reference
3. Any items not covered on either side of this list (not listed as the responsibility of either the Co-op nor the member) will be judged individually by either the inspection committee or the BoD
4. In all cases where member neglect is indicated, the cost of repairs will be the member's responsibility. This includes damage by the member or primary renter, any other resident of the unit, or any visitor/guest to the unit
5. In the case of smoke, all damage by smoke is the member's responsibility
6. All damage incurred by pets are the member's responsibility
7. All items listed under member's responsibility, unless caused by a structural fault, is the member's responsibility.
8. Also see the Painting Policy for requirements regarding the painting of walls, ceilings, doors, etc.
9. If you are unsure about your ability to maintain your member responsibility maintenance, and require a professional to help you with some or all of these member responsibilities, then you are permitted to hire appropriately certified service providers. The Co-op is not required to hire these services on your behalf
10. In the event of an accident or defect in water pipes, hot water tanks, basic unit construction, heating apparatus, or electrical wiring, members shall give immediate notice to the On-Site Manager, who will in turn notify the BoD
11. Members will be given 24 hours notice for intent to enter a member's unit for the purposes of unsolicited repairs or replacements, or inspections
12. If damage or a need for repairs is discovered during ANY inspections, the BoD will discuss with the member/resident in which manner and timeframe the repairs will be completed. If the repairs are to be completed by a service provider, access for the repair(s) must be granted, as long as the legally required 24 hour notice has been given to the unit
13. Should emergency access to any unit have to be gained by force, and should any member/resident or guests have directly or indirectly caused such emergency, then any resultant expenses incurred shall be the responsibility of the member
14. Should access to the unit be needed by the BoD or On-Site Manager for emergency purposes,
  - a. All efforts would be made to contact the member first
  - b. Two BoD members (or one BoD Member and the On-Site Manager) would enter and assess the situation, and take the appropriate actions

### INSPECTIONS

15. If possible, inspections will be done with a minimum of two persons performing the inspection. Members/residents are entitled to a copy of their completed inspection forms within 2 business days of the inspection completion. Inspections may include photos and/or video being taken of damage inside of the unit, or on unit property

16. Routine Inspections: All units will be inspected by the inspection committee at least once per year, to ascertain the normal wear & tear on a unit, any non-compliance with policies, and any damage to Co-op property caused by members/residents and pets. As our members/residents are entitled to a reasonable expectation of privacy, routine inspections may not be performed more than once per 6 months
17. Additional Inspections: In situations where the BoD has concerns of property neglect, criminal activity, or ongoing policy violations, an ongoing investigation into a unit may occur, which could require regular access to a unit for the purpose of ongoing assessments and completion of procedural repairs. The inspections done as a result of these ongoing concerns may occur more frequently if the Inspection Committee/ BoD/ On-Site Manager have cause to more closely monitor the unit interior
18. External Inspections: No advance notice is required for the Inspection Committee/ BoD/ On-Site Manager to do an external inspection of carports, apron parking, or backyards
19. Internal Inspections: 24 hours written notice is required for the Inspection Committee/ BoD/ On-Site Manager to do an inspection of the inside of any unit
20. At the time of any form of unit inspection, the member/resident is required to ensure that any hazards or pets are properly contained

## POLICIES

21. Members should not allow any of these items listed to go to a stage of non-repair. Members are responsible for normal maintenance items, for general upkeep on their units and to repair any damage they are directly responsible for
22. Members are OBLIGATED to inform the on-site manager and/or the BoD if any Co-op provided appliances or plumbing (and plumbing fixtures) are faulty, as to not allow any further damage to occur
23. Member-owned appliances (including but not limited to air conditioners and dishwashers) must also be kept in good repair, and the on-site manager and/or the BoD are also to be informed of any damage caused by these items
24. No member or resident is permitted to refuse entry to a unit for maintenance, whether it be scheduled inspections, situational maintenance, emergency maintenance, or scheduled maintenance

ALL ROOMS	
Co-op's responsibility	Member's Responsibility
Electrical outlets	Humidity control
Wiring	Carpet maintenance
Carpet replacement	Doors, hinges, windows
Heating system	Drapery rods
Structural damage to windows	Lamps, light bulbs, globes
Faucets and washers	Sliding doors
Flooring	Walls/ceilings
	Light globes/covers & bulbs

LAUNDRY	
Co-op's responsibility	Member's Responsibility
Hot water tank	Damage from malfunction of member's washer and dryer, (including all water, electrical, or other damage)
In-wall dryer vent and washer drain	

BATHROOM	
Co-op's responsibility	Member's Responsibility
Fan repair, replacement, and maintenance	Fan cleaning
All pipes	Cabinet maintenance
Toilet bowls and tanks	Mirrors
Tub & shower surround	Racks/rods (towel and shower curtain)
Tiles and grouting	Toilet seats
Caulking	Plugged toilets, sinks, tubs
	Shower head

KITCHEN	
Co-op's responsibility	Member's Responsibility
Co-op provided appliance repair/replacement	Stove/fridge bulbs & fuses
Exhaust fan repair & maintenance	Exhaust fan cleaning
All pipes & sink	Upkeep of countertops and cabinets
Countertop, cabinet replacement	Floor maintenance & cleaning

OTHER	
Co-op's responsibility	Member's Responsibility
Pest control, except fleas, bedbugs, cockroaches. Ant control will be assessed on a case by case basis	Fleas, bedbugs, cockroach control
	Snow and ice on driveways
Exterior faucets	Weather stripping
Exterior siding	Any non-original components
Doors	Flooring maintenance (Spills, stains, rips, tears, burns, etc.)
Roofs, shingles, eaves, downpipes	Pet damage & smells
Smoke detectors/CO2 monitors (one per floor, in hallway)	Extra smoke detectors/CO2 monitors (other than the two provided by the Co-op in the upstairs and downstairs hallways)
Doorbell	
Fence repairs	
Unit numbers	

## VEHICLE, PARKING, & TOWING

### PROCEDURES / ANNOTATIONS

Designated members of the BoD or the parking and security committee have the authority to enforce these policies. Any vehicles found violating the below policies are subject to towing (at the owner's expense, including all towing, storage, and associated fines), as well as the complaints & punitive policy.

### TOWING

Any and all vehicles towed by the BoD or the parking committee will be towed by Maple Ridge Towing

#### **Towed vehicles can be claimed from:**

Maple Ridge Towing (1981) Ltd.

23283 McKay Ave Maple Ridge, BC V2W 1B9

Ph 604-463-5146 Fax 604-463-8550

mrtdispatch@shaw.ca

Both first and second violations of parking policies will result in warnings, as per the Complaints and Punitive policy, and any further violations will result in immediate towing, at the owner's expense

### POLICIES

#### ROADS, GENERAL POLICIES, & VEHICLES IN COMMON SPACES

1. In accordance with the Fire Marshalls Act, all Co-op roads are fire lanes, and therefore no parking is permitted in roadways at all
2. Vehicles and personal transportation devices (including scooters, etc.) shall abide by the posted speed limit on Co-op property
3. No motorized vehicles are permitted to drive on any grass, gravel, or pathways except for roads and designated parking spaces (with the exception of the Co-op's ride-on lawnmower and medically required mobility scooters). Motorsport or ATV sport vehicles (such as ATV quads, mini quads, pocket/minibikes, or any other motorsport vehicles) are not to be operated on Co-op property at all
4. No over-sized vehicles are permitted on the property (e.g. -18 Wheelers & oversized RV's) except to allow moving trucks when moving in or out
5. Minor auto repairs may be done in member's/resident's own carport or apron parking, providing that the area is kept clean, neat, and tidy, and vehicles are moveable in case of an emergency. No repairs (minor or major) may be done on roadways, common parking, or common spaces
6. Members are responsible for cleaning up stains made by vehicles in carports and apron parking
7. Vehicles parked in shared carports and apron parking must park in the center of their space in order to leave clear easement for their neighbour
8. No vehicle is permitted to be left in an unsafe condition on Co-op property. Unmovable vehicles that are left in unsafe conditions will be towed without warning at owners expense
9. All vehicles in violation of these policies will be towed at the owner's expense. If the co-op is charged for any of the towing or associated costs will be charged back to the member/resident

### INSURANCE & STORAGE

10. All vehicles MUST be insured, registered, and drivable.
  - a. Storage insurance with liability is acceptable for vehicles parked in a unit's assigned carport or apron parking only, provided you are not taking up a common parking spot with any of your unit's other vehicles
  - b. Vehicles such as small recreational vehicles (RV), tent trailers and utility trailers may be stored year round in your carport or apron parking only, provided you are not taking up a common parking spot with any of your unit's other vehicles
  - c. Any vehicle which is not fully insured MUST either submit a copy of their storage insurance with liability to the BoD & Parking committee, or keep a copy on the dashboard of the vehicle, where it can be verified when necessary

### RESERVED PARKING

There will be 10 reserved parking spaces throughout the Co-Op. The reserved parking spots will be managed at the discretion of the parking committee. The parking committee will record and be accountable for their decisions, and any complaints about the allocation of parking spots must be submitted to the BoD as per the Complaints and Punitive policy.

11. Reserved parking spot allocation may be reassessed by the parking committee as needed, but
  - a. A reserved parking spot may not be rescinded or reallocated arbitrarily, and a reason must be provided
  - b. If a reserved spot is being rescinded or reallocated, the parking committee must give at least one full calendar month's notice to the unit renting the reserved parking spot, as to allow time for the unit to have their payment plans adjusted
12. Reserved parking spots can be applied for through the On-Site Manager. Applications will then be passed along to the parking committee, provided the application is valid, and would not violate any of these policies
  - a. A reserved parking spot will cost \$25.00 per month
  - b. A reserved parking spot is assigned to the approved residents of the unit, with a maximum of one reserved spot per unit
  - c. A reserved parking spot cannot be rented or transferred to another resident
  - d. A reserved parking spot cannot be used to store any trailers, RV's, seasonal, or partially insured vehicles. A reserved spot will also not be permitted for any vehicle displaced by a resident using their carport or apron parking for a trailer, an RV, a seasonal, or partially insured vehicle
  - e. Any towing from a reserved spot is to be managed by the person(s) renting the spot only

### COMMON PARKING

All parking spaces which are not carport, apron, or reserved spaces will be considered common parking. Common parking spaces are allocated to be used on a first-come, first-served basis, and will be required to abide by the following policies

13. No vehicle may remain in a common parking spot for more than 48 hours
14. Any complaints will be handled by the BoD, by way of the Complaints and Punitive policy. Violations can result in warnings, or immediate towing, depending on the history of parking violations for the unit in questions

R U L E S   O F

**HARRIS ROAD HOUSING CO-OPERATIVE**

Adopted by the Members on the  
23th day of September, 2020.

Approved and filed by  
the Registrar of Companies on the  
29th day of September, 2020.

R U L E S   O F

**HARRIS ROAD HOUSING CO-OPERATIVE**

**Table of Contents**

---

RULE 1	Interpretation .....	9
1.1	Definitions .....	9
1.2	<i>Cooperative Association Act</i> definitions apply .....	10
1.3	<i>Cooperative Association Act</i> governs.....	10
1.4	Occupancy Agreement attached as Schedule A .....	10
RULE 2	Eligibility for membership .....	10
2.1	Principal membership.....	10
2.2	Associate membership.....	11
2.3	Approval by the Directors .....	11
2.4	Eligibility for membership .....	11
2.5	Effective date of membership .....	11
2.6	Membership limited to occupants .....	11
2.7	Number of Units to be occupied by members .....	11
RULE 3	Joint membership .....	12
3.1	No joint membership .....	12
RULE 4	Withdrawal from membership .....	12
4.1	Withdrawal from membership .....	12
4.2	Deemed withdrawal of membership by a member.....	12
4.3	Withdrawal of membership with the consent of the Directors.....	13
RULE 5	Termination of membership .....	13
5.1	Grounds for termination of membership .....	13



5.2	Conduct detrimental to the Co-op .....	13
5.3	Material conditions of the Occupancy Agreement.....	14
5.4	Notice of meeting .....	14
5.5	Notice of outcome of the meeting .....	14
5.6	Notice of appeal of termination.....	15
5.7	Appeal of termination.....	15
5.8	Confirmation of termination.....	15
5.9	Appeal to the Supreme Court of British Columbia .....	16
5.10	Court filing fees.....	16
5.11	Timing of request for filing fees .....	16
5.12	Certain sections of the Act and these Rules do not apply .....	16
<b>RULE 6</b>	<b>Miscellaneous matters re: withdrawal or termination of membership .....</b>	<b>17</b>
6.1	Possession and occupancy rights.....	17
6.2	Refund of amount paid for Shares.....	17
6.3	No release from debts or obligations.....	17
6.4	Withholding of refund.....	17
<b>RULE 7</b>	<b>Share structure.....</b>	<b>17</b>
7.1	Authorized Share structure.....	17
7.2	No investment shares .....	18
<b>RULE 8</b>	<b>Payment for Shares.....</b>	<b>18</b>
8.1	Number of Shares to be held .....	18
8.2	Payment for Shares.....	18
8.3	Calls on unpaid amount of Shares.....	18
8.4	Interest on unpaid calls.....	18
8.5	Notice requiring payment of call.....	18
<b>RULE 9</b>	<b>Share certificates .....</b>	<b>19</b>
9.1	No issuing of share certificates .....	19
<b>RULE 10</b>	<b>Transfer of Shares .....</b>	<b>19</b>
10.1	Requirements of transfer document .....	19

10.2	Form of transfer.....	19
10.3	Effective date of transfer of Shares .....	19
RULE 11	Death of a member .....	20
11.1	Procedure on death of a member .....	20
11.2	Redemption of Shares of a deceased member .....	20
RULE 12	Redemption of Shares .....	20
12.1	Co-op authorized to redeem its Shares.....	20
12.2	Redemption of Shares on cessation of membership.....	20
12.3	Amount paid on redemption.....	21
12.4	Lien on Shares .....	21
12.5	Redemption to satisfy a debt due to the Co-op .....	21
12.6	Debt to be satisfied first .....	21
12.7	Balance of member's debt.....	21
RULE 13	Register of members.....	21
13.1	Register must be kept and maintained.....	21
RULE 14	General meetings of the Co-op.....	22
14.1	The Annual General Meeting .....	22
14.2	Business of the Annual General Meeting.....	22
14.3	Order of business.....	22
14.4	Frequency of general meetings .....	23
14.5	Calling of special general meetings.....	23
14.6	Order of business at general meetings other than the Annual General Meeting .....	23
14.7	Time and place of general meetings.....	23
14.8	Notice of meeting to be given .....	24
14.9	Notice must specify .....	24
14.10	Notice of Special Resolution.....	24
14.11	Financial statement.....	24
14.12	Meeting valid despite failure to give notice .....	24
14.13	Requirement for quorum .....	24

14.14	Lack of quorum .....	25
14.15	Adjournment of a meeting at which quorum is present .....	25
14.16	Chair .....	25
14.17	If no chairperson .....	25
14.18	Recording secretary .....	25
14.19	Minutes of meetings .....	26
14.20	Persons entitled to be present at general meetings .....	26
<b>RULE 15</b>	<b>Voting at general meetings.....</b>	<b>26</b>
15.1	Actions to be determined by Ordinary Resolution .....	26
15.2	Chair not entitled to casting vote.....	26
15.3	Decisions by show of hands or secret ballot .....	26
15.4	Declaration of result .....	26
15.5	Declaration is proof.....	27
<b>RULE 16</b>	<b>Voting rights of members.....</b>	<b>27</b>
16.1	Voting rights.....	27
16.2	Call on Shares .....	27
16.3	Proxy voting .....	27
16.4	Production of evidence of authority to vote .....	27
<b>RULE 17</b>	<b>Directors .....</b>	<b>27</b>
17.1	Duties of Directors .....	27
17.2	Policies .....	28
17.3	When Policies take effect.....	28
17.4	Number of Directors.....	28
17.5	Persons disqualified to act as Directors.....	28
17.6	Declaration of qualifications to act .....	29
17.7	Remuneration .....	29
<b>RULE 18</b>	<b>Election, appointment and removal of Directors.....</b>	<b>30</b>
18.1	Election at Annual General Meeting .....	30
18.2	Nomination of candidates.....	30

18.3	Election procedure if there are more candidates than vacancies .....	30
18.4	Election procedure if there are not more candidates than vacancies .....	30
18.5	Terms decided by number of votes .....	30
18.6	If two or more candidates receive equal number of votes for last vacancy.....	31
18.7	When term of office of Directors ends.....	31
18.8	Term of office of Directors .....	31
18.9	Further terms of office of Directors .....	31
18.10	Vacancies on the Board.....	31
18.11	Removal of Director.....	32
18.12	Validity of acts of Directors .....	32
<b>RULE 19</b>	<b>Meetings of Directors.....</b>	<b>32</b>
19.1	Regulation of meetings.....	32
19.2	Time and place of meetings .....	32
19.3	Who may call meetings .....	33
19.4	Quorum of the Board.....	33
19.5	Meeting valid despite failure to give notice .....	33
19.6	Chair.....	33
19.7	Voting at meetings .....	33
19.8	Minutes of the Directors' meetings.....	33
19.9	Recording Directors' attendance at meetings.....	34
19.10	Transaction of business by written resolution.....	34
<b>RULE 20</b>	<b>Committees of Directors and advisory committees .....</b>	<b>34</b>
20.1	Committees of Directors .....	34
20.2	Advisory committees.....	34
20.3	Duty of advisory committees to report to the Directors.....	35
<b>RULE 21</b>	<b>Officers.....</b>	<b>35</b>
21.1	Appointment of officers .....	35
21.2	Powers and duties of officers .....	35
21.3	Remuneration and term of office of officers.....	35
21.4	Removal of an officer from their position.....	35

RULE 22	Disclosure and conflict of interest rules for Directors and officers.....	36
22.1	The Act prevails .....	36
RULE 23	Indemnification of Directors and officers .....	36
23.1	Indemnification .....	36
23.2	Insurance .....	36
RULE 24	Finances.....	36
24.1	Security may be required.....	36
24.2	Non-disclosure of personal information.....	36
24.3	Borrowing powers .....	37
24.4	Restrictions.....	37
24.5	Levy in an emergency situation .....	37
24.6	Other approved levy .....	37
24.7	Uniform application of levies.....	37
24.8	Levy constitutes a debt due .....	38
24.9	Investment powers.....	38
24.10	Appointment of an auditor .....	38
24.11	Restriction on who may be auditor.....	38
24.12	Provisions of the Act in respect of the auditor .....	38
24.13	Accounting records .....	38
24.14	Location of books of account .....	39
24.15	Inspection of books of account.....	39
RULE 25	Member disputes .....	39
25.1	Initiation .....	39
25.2	Response .....	39
25.3	Does not apply to terminations of membership.....	40
RULE 26	Notices.....	40
26.1	Notices to members and other persons.....	40
26.2	Notice to the Co-op .....	40
26.3	Deemed receipt if sent by mail.....	41

26.4	Computation of time.....	41
26.5	Deemed receipt if sent by facsimile or email .....	41
RULE 27	Execution of documents and other instruments .....	41
27.1	Execution of documents .....	41
RULE 28	Alteration of Memorandum or Rules .....	41
28.1	Alteration of Memorandum or Rules .....	41
	Note on dissolution of the Co-op.....	42

**1.1 Definitions**

In these Rules:

- [a] “**Act**” means the *Cooperative Association Act* of British Columbia S.B.C. 1999, c. 28, as amended;
- [b] “**Co-op**” means Harris Road Housing Co-operative;
- [c] “**Director**” means any one director of the Co-op;
- [d] “**Directors**” means the directors of the Co-op acting collectively as the board of directors, the “**Board**”;
- [e] “**Housing Charge**” means Occupancy Charge for the purpose of the Act and is the amount due by the member to the Co-op on a monthly basis on account of occupancy of the Unit and as determined by the Co-op under the Occupancy Agreement;
- [f] “**Memorandum**” means the memorandum of association of the Co-op as filed with the Registrar of Companies;
- [g] “**Occupancy Agreement**” means the form of occupancy agreement attached as Schedule A to these Rules;
- [h] “**Ordinary Resolution**” means
  - [1] a resolution of the members of the Co-op that is passed at a duly called general meeting by a simple majority of the total votes cast by the members who are entitled to vote on the resolution, or
  - [2] a resolution that is submitted to all members who are entitled to vote on the resolution and passed by being consented to in writing by three-quarters of those members;
- [i] “**Policy**” means any policy enacted under Rules 17.2 and 17.3;
- [j] “**Rules**” means these Rules, as amended or replaced from time to time, including every schedule to these Rules;

[k] “**Share**” means a membership share of the Co-op;

[l] “**Special Resolution**” means

[1] a resolution of the members of the Co-op that is passed at a duly called general meeting by a majority of two-thirds of the total votes cast by the members who are entitled to vote on the resolution, or

[2] a resolution that is submitted to all members who are entitled to vote on the resolution and passed by being consented to in writing by all of them; and

[m] “**Unit**” means the residential premises owned or operated by the Co-op which has been assigned to the member by the Co-op to occupy on a full-time basis.

## **1.2 Cooperative Association Act definitions apply**

Words that are not specifically defined in these Rules have the meanings assigned to them in the Act.

## **1.3 Cooperative Association Act governs**

If there is a conflict or inconsistency between the Act and these Rules, the Act governs.

## **1.4 Occupancy Agreement attached as Schedule A**

The terms and conditions of the Occupancy Agreement attached as Schedule A to these Rules shall be binding upon each member and the Co-op with respect to the occupancy of the Unit by the member.

---

## **RULE 2 Eligibility for membership**

### **2.1 Principal membership**

A person who is at least 19 years old may apply for admission as a principal member by submitting a written application for the purchase of Shares of the Co-op (which must not be less than one Share), and any required payment for Shares, each as set by the Directors from time to time.



## **2.2 Associate membership**

A person who is at least 19 years old who lives or will live in the Unit with a principal member, on a full-time basis as their principal residence, may apply for admission as an associate member by submitting a written application and payment for the purchase price of one Share.

## **2.3 Approval by the Directors**

The Directors may, in their discretion, approve or refuse any application for membership or may postpone making a decision about any application for membership.

## **2.4 Eligibility for membership**

Subject to these Rules, eligibility for membership in the Co-operative is open in a non-discriminatory manner to individuals who are able to fulfill the responsibilities and conditions of membership.

## **2.5 Effective date of membership**

Membership is effective when:

- [a] the Directors approve the application for membership;
- [b] the applicant complies with the occupancy requirements of Rule 2.6; and
- [c] the applicant purchases the required Shares.

## **2.6 Membership limited to occupants**

Membership in the Co-op is limited to persons who live in the Unit in the Co-op on a full-time basis as their principal residence; however, the Directors may exempt, in their discretion and upon the terms they see fit, an existing member from the application of this Rule.

## **2.7 Number of Units to be occupied by members**

A minimum of 80% of all Units of the Co-op must be occupied by members of the Co-op, unless the Co-op changes the number of Units by an Ordinary Resolution.

**RULE 3      Joint membership**

---

**3.1      No joint membership**

There shall be no joint membership.

**RULE 4      Withdrawal from membership**

---

**4.1      Withdrawal from membership**

A member may withdraw from membership in the Co-op:

- [a]      by giving to the Co-op at least two full calendar months' written notice calculated from the last day of the month in which the notice is given; or
- [b]      with the written consent of the Directors, by giving less than two full calendar months' written notice,

and in each case, membership ceases on the last day of the notice period.

**4.2      Deemed withdrawal of membership by a member**

Unless the Directors determine otherwise, a member will be deemed to have given notice of withdrawal of their membership if the member:

- [a]      surrenders possession of the Unit;
- [b]      dies; or
- [c]      is an associate member and the principal member in the Unit withdraws or the membership of the principal member is terminated,

and in each case, notice is deemed to have been given when the event occurs and membership ceases two full calendar months later calculated from the last day of the month in which the event occurs.

### **4.3 Withdrawal of membership with the consent of the Directors**

The Directors may consent to withdrawal from membership in the Co-op by a member under any other circumstances where it seems just and equitable to do so and may agree on the date on which membership ceases.

## **RULE 5 Termination of membership**

---

### **5.1 Grounds for termination of membership**

Where a member:

- [a] has engaged in conduct detrimental to the Co-op;
- [b] has not paid Housing Charges or any other money due by the member to the Coop within ten days after receiving written notice to do so from the Coop; or
- [c] in the opinion of the Directors, based on reasonable grounds,
  - [1] has breached a material condition of the Occupancy Agreement; and
  - [2] has not rectified that breach within a reasonable time after receiving written notice from the Co-op to do so,

the membership of that member may be terminated by a resolution of the Directors requiring a majority of at least three-quarters of all the Directors and passed at a meeting of the Directors called to consider the resolution.

### **5.2 Conduct detrimental to the Co-op**

Conduct detrimental to the Co-op can include, but is not limited to, such things as:

- [a] failure to comply, or failure to ensure compliance by any resident or person visiting the member, with any term or provision of:
  - [1] these Rules or the Occupancy Agreement; or
  - [2] any Policy which may be in effect;
- [b] causing, permitting, or threatening wilful damage to the property or physical premises of the Co-op or the Unit;

- [c] causing, permitting, or threatening violence directed against persons on the Co-op's property;
- [d] unauthorized detention of property of the Co-op;
- [e] causing, permitting, or threatening injury or harm to the reputation of the Co-op;  
or
- [f] repeated late payment of Housing Charges.

### **5.3 Material conditions of the Occupancy Agreement**

Material conditions of the Occupancy Agreement are those defined as material conditions in the Occupancy Agreement.

### **5.4 Notice of meeting**

A member of the Co-op whose membership is proposed to be terminated by a resolution of the Directors:

- [a] must receive at least seven days' notice of the meeting at which the resolution is to be considered, together with a statement of the grounds on which the member's membership is proposed to be terminated; and
- [b] may appear, either personally or by or with an agent or counsel, to make submissions at the meeting.

### **5.5 Notice of outcome of the meeting**

Within seven days after the date on which a proposed resolution to terminate the membership:

- [a] is withdrawn;
- [b] is defeated because it does not receive the required majority of three-quarters of all Directors; or
- [c] is passed by the required majority of three-quarters of all Directors,  
the Directors must
- [d] deliver written notice of the outcome to the member; or

- [e] if membership is being terminated for non-payment of rent, Housing Charges or other money due by the member to the Co-op, serve written notice of the outcome on the member along with a notice setting out the member's right to appeal the termination to the Supreme Court of British Columbia, as well as copies of such forms as may be prescribed by the Act and the *Cooperative Association Regulation*, as amended from time to time.

## **5.6 Notice of appeal of termination**

If the Directors resolve to terminate a member's membership, the member may, unless the member's membership was terminated for non-payment of rent, Housing Charges or other money due to the Co-op, appeal the termination at the next general meeting of the Co-op by delivering a written notice of appeal to the Co-op within seven days after the date of delivery of the written notice given to the member advising the member of the termination of their membership.

## **5.7 Appeal of termination**

A person whose membership in the Co-op is terminated by the Directors on grounds other than non-payment of rent, Housing Charges or other money due by the member to the Co-op, and who appeals the termination of the membership under Rule 5.6 continues to be a member of the Co-op, despite the resolution of the Directors, unless the members, at the general meeting to which the appeal is brought, confirm the termination of membership:

- [a] by a Special Resolution, if the membership is terminated for "conduct detrimental" of the member, as described in Rules 5.1 and 5.2; or
- [b] by an Ordinary Resolution, if the membership is terminated for a breach of a material condition of the Occupancy Agreement, as described in Rules 5.1 and 5.3.

## **5.8 Confirmation of termination**

If the members of the Co-op confirm the termination of a person's membership by the Directors, the Co-op must promptly notify the person with:

- [a] a notice that the Ordinary Resolution or Special Resolution, as the case may be, confirming the termination was passed by the members; and
- [b] a notice as prescribed by the Act, setting out the person's right to appeal the

termination to the Supreme Court of British Columbia, as well as copies of such forms as may be prescribed by the Act and the *Cooperative Association Regulation*, as amended from time to time.

### **5.9 Appeal to the Supreme Court of British Columbia**

If a person's membership is terminated, the person may appeal the termination to the Supreme Court of British Columbia, in the manner provided in the Act:

- [a] within 30 days after the date on which the notice referred to in Rule 5.5 was served on the person if the membership was terminated for non-payment of rent, Housing Charges or other money due to the Co-op;
- [b] within 30 days after the date on which the notice referred to in Rule 5.8 was served on the person if the membership was terminated for any other reason.

### **5.10 Court filing fees**

At the written request of the member appealing the termination, and if the member is not in arrears for any monthly Housing Charge, the Co-op must issue to the member a cheque payable to the Minister of Finance (or to the member for reimbursement), for the amount of the fee required by the Supreme Court of British Columbia to file a notice of appeal of the termination. If there is a dispute between the member and the Co-op respecting the amount of the Housing Charge, then the amount of the Housing Charge for the purposes of this Rule 5.10 must be the amount of that charge that is not in dispute.

### **5.11 Timing of request for filing fees**

The request under Rule 5.10 must be made by the member within ten days after the day the member is served with notice of termination under Rules 5.5 and 5.8. If the member fails to make the request within this time, the Co-op may, but need not, issue the cheque for the filing fee.

### **5.12 Certain sections of the Act and these Rules do not apply**

Sections 156 (i.e. oppression remedy) and 208 (i.e. arbitration) of the Act and Rule 25 of these Rules (i.e. member dispute resolution) do not apply to terminations under Rule 5.

---

**RULE 6      Miscellaneous matters re: withdrawal or termination of membership**

---

**6.1      Possession and occupancy rights**

The right of a member, or that of any person residing in the Unit, to possession or occupancy of the Unit is terminated upon withdrawal from membership, termination of membership, or if membership ceases for any other reason.

**6.2      Refund of amount paid for Shares**

Subject to any liens of the Co-op and the right of the Co-op to set off any amounts due to the Co-op by the member, and subject to the provisions of the Act, a person who withdraws from membership, whose membership is terminated, or whose membership ceases for any other reason, is entitled to a refund of the amount the member paid for Shares if the member:

- [a]      and all other residents of the Unit, have vacated the Unit, and
- [b]      has paid all amounts due by the member to the Co-op, and
- [c]      has returned to the Co-op the share certificate, if one was issued.

**6.3      No release from debts or obligations**

Withdrawal from membership, termination of membership, or cessation of membership for any reason does not release the member from any debt or obligation owed to the Co-op.

**6.4      Withholding of refund**

The Directors may withhold the refund to which a member may otherwise be entitled until a new member has been admitted to the Co-op.

---

**RULE 7      Share structure**

---

**7.1      Authorized Share structure**

The authorized Share structure of the Co-op is set out in the Memorandum.

## **7.2 No investment shares**

The Co-op will not issue investment shares.

## **RULE 8 Payment for Shares**

---

### **8.1 Number of Shares to be held**

The Co-op, by Special Resolution, may change the minimum number of Shares a member must hold. If the minimum number of Shares is increased by Special Resolution, each member is deemed to have subscribed for the increased number of Shares and must make any required additional payments for the Shares.

### **8.2 Payment for Shares**

Membership Shares are payable on call and may be forfeited for default of payment. All Shares must be paid for in cash.

### **8.3 Calls on unpaid amount of Shares**

The Directors may make calls on a member or members for any of the money unpaid on Shares and a call is deemed to have been made at the time when the resolution of the Directors authorizing the call was passed.

### **8.4 Interest on unpaid calls**

If a call is not paid on or before the date set for payment, the member from whom the money is due must pay interest on the unpaid amount of the call at the rate of 8% per year from the date set for payment until the date of payment and the interest that accumulates is a debt due to the Co-op. The Directors may waive payment of any or all of the interest due.

### **8.5 Notice requiring payment of call**

If a member fails to pay a call on or before the date set for payment, the Directors may, at any time after that date, deliver a notice on the member requiring payment within 14 days from the date of service of the unpaid amount of the call together with any interest that has accrued. The unpaid amount shall be a debt due to the Co-op.



**RULE 9      Share certificates**

---

**9.1      No issuing of share certificates**

No share certificates shall be issued.

**RULE 10     Transfer of Shares**

---

**10.1     Requirements of transfer document**

A transfer document of any Shares in the Co-op must:

- [a]      be in writing;
- [b]      specify the number of Shares being transferred; and
- [c]      be executed and dated both by the transferor and transferee,

and the transferor remains the holder of the Shares until the name of the transferee is entered in the register of members.

**10.2     Form of transfer**

Shares in the Co-op may be transferred in a form approved by the Directors.

**10.3     Effective date of transfer of Shares**

A transfer of Shares does not take place until:

- [a]      a properly executed transfer document has been delivered to the Co-op;
- [b]      any lien of the Co-op on the Shares has been satisfied;
- [c]      the transfer has been authorized by the Directors, who in their discretion may approve or refuse the transfer; and
- [d]      the name of the transferee is entered in the register of members.

## **RULE 11      Death of a member**

---

### **11.1      Procedure on death of a member**

The person entitled to the Shares of a deceased member, on providing proof satisfactory to the Directors of the death of the member and the person's entitlement, may:

- [a]      if the person is not a member but is residing in the Unit as their principal residence on a full-time basis, apply under Rule 2 for membership in the Co-op;
- [b]      if the person is an associate member, and subject to Rule 2, requests that the Directors register the Shares of the deceased principal member in the name of the associate member; or
- [c]      apply to the Directors to redeem the Shares.

### **11.2      Redemption of Shares of a deceased member**

If the person entitled to the Shares of a deceased member does not qualify for membership under Rule 2 or the Directors do not approve the transfer of Shares to that person, the Co-op must, subject to the provisions of the Act and of the Rules, redeem those Shares.

## **RULE 12      Redemption of Shares**

---

### **12.1      Co-op authorized to redeem its Shares**

Subject to the Act, the Co-op may, by a resolution of the Directors, redeem any of its Shares at a price and on the terms specified by the resolution.

### **12.2      Redemption of Shares on cessation of membership**

Subject to these Rules and the Act, the Co-op must redeem the Shares of a person who withdraws from membership, whose membership is terminated, or whose membership ceases for any reason.

### **12.3 Amount paid on redemption**

On redemption of a member's Shares by the Co-op, the amount paid to the member shall not exceed the amount paid up on the Shares.

### **12.4 Lien on Shares**

The Co-op shall have a lien on a member's Shares for a debt or any other amount whatsoever due to the Co-op by the member and the lien will extend to the proceeds of any redemption of the Shares.

### **12.5 Redemption to satisfy a debt due to the Co-op**

Despite any other provisions of this Rule, the Directors may, upon 30 days' written notice to a member, cause the Co-op to redeem all or a sufficient number of the Shares of the member to satisfy the lien of the Co-op.

### **12.6 Debt to be satisfied first**

Upon any redemption of Shares, the Directors must apply the proceeds of the redemption in satisfaction of the lien of the Co-op and any surplus or excess from the proceeds will be paid to the member or other person entitled to the Shares.

### **12.7 Balance of member's debt**

If the amount realized on the redemption of Shares is insufficient to fully satisfy the lien of the Co-op, any balance of debt shall be due and payable by the member immediately upon notice.

## **RULE 13 Register of members**

---

### **13.1 Register must be kept and maintained**

The Co-op must keep and maintain a register of members which shall contain the following:

- [a] the names and addresses of the members, the number of Shares held by each member and the amount paid on each Share;

- [b] the date on which the name of any person was entered in the register as a member; and
- [c] the date on which any person ceased to be a member.

## **RULE 14    General meetings of the Co-op**

---

### **14.1    The Annual General Meeting**

The Co-op must hold an Annual General Meeting at least once each calendar year. The meeting must take place not later than four months after the fiscal year end of the Co-op, but the Registrar may approve of the meeting being held on a suitable date close to the date when the meeting ought to have been held.

### **14.2    Business of the Annual General Meeting**

At each Annual General Meeting, and subject to the Act, the following business must be considered:

- [a] report of the Directors;
- [b] financial statement;
- [c] auditor's report;
- [d] election or appointment of Directors; and
- [e] appointment of an auditor.

### **14.3    Order of business**

The order of business at the Annual General Meeting, to the extent appropriate in the circumstances and subject to the approval of the members at the meeting, must be as follows:

- [a] call to order;
- [b] approval or variation of agenda;
- [c] minutes of preceding meeting to be disposed of;

- [d] business arising out of minutes;
- [e] financial statements;
- [f] report of the auditor;
- [g] appointment of the auditor;
- [h] report of the Directors and any committees;
- [i] election of Directors;
- [j] other business properly coming before the meeting; and
- [k] close of meeting.

#### **14.4 Frequency of general meetings**

In addition to the Annual General Meeting, the Directors must call at least one other general meeting each year to review the business and operations of the Co-op and any other business as may be brought before the meeting, on a day and at an hour and place determined by the Directors in their discretion.

#### **14.5 Calling of special general meetings**

The Directors may call a special general meeting when they think fit and must call a special general meeting when requisitioned to do so in accordance with the Act.

#### **14.6 Order of business at general meetings other than the Annual General Meeting**

The Directors may, subject to the approval of the members at the general meeting, determine the order of business at a general meeting, other than the Annual General Meeting, which is governed by Rule 14.3.

#### **14.7 Time and place of general meetings**

General meetings must be held at the time and place in British Columbia that the Directors specify.

#### **14.8 Notice of meeting to be given**

Every member and the auditor must receive:

- [a] at least 14 days' notice of every Annual General Meeting of the Co-op and of every general meeting at which a Special Resolution is to be proposed; and
- [b] at least seven days' notice of any other type of general meeting.

#### **14.9 Notice must specify**

The notice of meeting must specify:

- [a] the place, day, and the hour of the meeting; and
- [b] the general nature of the business to be considered at the meeting.

#### **14.10 Notice of Special Resolution**

If a Special Resolution is to be proposed at a general meeting, the notice of the meeting must include the full text of the Special Resolution. At the meeting, amendments to the text of the Special Resolution shall not be permitted unless the notice of the meeting states that amendments may be considered and voted upon by the members at the meeting.

#### **14.11 Financial statement**

A copy of the financial statement that is to be placed before the Annual General Meeting must be provided to the members in advance of the date of the meeting.

#### **14.12 Meeting valid despite failure to give notice**

The accidental omission to give notice of any general meeting to, or the non-receipt of any notice by, a member or person entitled to receive notice, or any error or omission in the notice does not in itself invalidate any proceedings at that meeting.

#### **14.13 Requirement for quorum**

No business, other than the election of a chair and the close of the meeting, may be transacted at any general meeting unless:

[a] a quorum of 19 members entitled to vote are present in person at the commencement of the meeting; and

[b] at all times not less than 10 members are personally present.

#### **14.14 Lack of quorum**

If within 30 minutes from the time appointed for a general meeting a quorum is not present, the meeting is dissolved.

#### **14.15 Adjournment of a meeting at which quorum is present**

The chair of the meeting may, and if so directed by the members must, adjourn a meeting at which quorum is present from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

#### **14.16 Chair**

Every general meeting will be chaired by:

[a] the president; or

[b] the vice-president, if the president is absent, unable, or unwilling to chair the meeting,

unless the majority of the Directors choose another person, who need not be a member, to be the chair.

#### **14.17 If no chairperson**

If there is no such chairperson present within 30 minutes after the time appointed for holding the meeting, the members present at a general meeting must elect a member to chair the meeting.

#### **14.18 Recording secretary**

The Directors must appoint a recording secretary, who need not be a member, for the general meetings.

**14.19 Minutes of meetings**

The minutes of all resolutions and proceedings at a general meeting must be filed in the books provided by the Directors for that purpose.

**14.20 Persons entitled to be present at general meetings**

The only persons entitled to be present at a general meeting are members, the auditor of the Co-op, and others who are entitled or required under any provisions of the Act or these Rules. Other persons may be admitted to the meeting only on the invitation of the chair or with the consent of the members at the meeting.

**RULE 15 Voting at general meetings**

---

**15.1 Actions to be determined by Ordinary Resolution**

At a general meeting, every motion must be determined by Ordinary Resolution unless otherwise required by the Act or these Rules.

**15.2 Chair not entitled to casting vote**

In case of an equality of votes,

[a] the chair of a general meeting is not entitled to a second or casting vote; and

[b] the motion is defeated.

**15.3 Decisions by show of hands or secret ballot**

Unless otherwise provided in the Act or these Rules, every motion for a resolution put to a vote at a general meeting is to be decided on a show of hands unless, before the vote is taken, the chair designates, or one or more members request, a secret ballot.

**15.4 Declaration of result**

The chair must declare to the general meeting the decision on every motion in accordance with the result of the show of hands or the secret ballot, and that decision must be entered in the minutes of the meeting.



**15.5 Declaration is proof**

Unless a secret ballot is required or demanded, a declaration by the chair of the decision on a motion and an entry in the minutes to that effect, in absence of evidence to the contrary, shall be conclusive evidence of the result.

**RULE 16 Voting rights of members**

---

**16.1 Voting rights**

Each principal and each associate member will have one vote on all matters to be decided by the members.

**16.2 Call on Shares**

A member with an unpaid call on the member's Shares may not exercise any right to vote.

**16.3 Proxy voting**

There will be no proxy voting.

**16.4 Production of evidence of authority to vote**

The chair of any meeting may, but need not, inquire into a person's entitlement to vote at the meeting and may make a determination as to the person's entitlement to vote.

**RULE 17 Directors**

---

**17.1 Duties of Directors**

The Directors must manage or supervise the management of the business of the Co-op in accordance with the responsibilities, duties, and powers set out in the Act, the Memorandum of the Co-op and these Rules and may exercise all the powers of the Co-op that are not required by the Act or the Rules to be exercised by the members.

## **17.2 Policies**

The Directors may propose Policies or Policy amendments with respect to:

- [a] the operation and maintenance of the Co-op; and
- [b] the conduct of members and other persons in relation to the use and enjoyment of the Co-op and its property including the residential premises operated by the Co-op.

## **17.3 When Policies take effect**

The Policies or amendments do not take effect until approved by an Ordinary Resolution at a general meeting.

## **17.4 Number of Directors**

The number of Directors will be not less than three and unless otherwise determined, will be nine.

## **17.5 Persons disqualified to act as Directors**

No person may become a Director or continue to be a Director if that person or Director:

- [a] is under the age of 18 years;
- [b] is found by a court, in Canada or elsewhere, to be incapable of managing their own affairs;
- [c] is an undischarged bankrupt;
- [d] is convicted of an offence in connection with the promotion, formation, or management of a corporation or of an offence involving fraud;
- [e] is not a member of the Co-op;
- [f] is indebted to the Co-op for any amount other than:
  - [1] current month's Housing Charges, or
  - [2] an amount other than Housing Charges and payment is being made in accordance with a plan approved by the Directors;

- [g] has a term of office that has expired in accordance with the Act or these Rules;
- [h] is removed in accordance with Rule 18.11;
- [i] dies;
- [j] resigns in writing;
- [k] ceases to live in the Unit on a full-time basis as their principal residence;
- [l] is absent from three consecutive regular meetings of the Directors without the consent of the Directors;
- [m] resides with a person who is serving as a Director at the same time, in which case the office of the Director last elected or appointed will be vacated;
- [n] has entered into a contract directly with the Co-op as an employee or contractor, unless the Director complies with the provisions of the Act respecting disclosure and conflict of interest;
- [o] is a shareholder, director, or employee of a corporate entity with which the Co-op enters into a contract, unless the Director complies with the provisions of the Act respecting disclosure and conflict of interest; or
- [p] resides with or is related by blood or marriage to a person who accepts a position as an employee or contractor of the Co-op.

## **17.6 Declaration of qualifications to act**

Before standing for election or appointment to serve as a Director, every person must declare in writing or in person at the meeting at which the election or appointment takes place that they consent to serve as a Director and that they are qualified to act as a Director.

## **17.7 Remuneration**

Directors will serve without remuneration and a Director must not receive, directly or indirectly, any profits from their position as Director but, in accordance with Policies approved by the members, a Director may be paid reasonable expenses incurred in the performance of their duties as Director.

## **RULE 18 Election, appointment and removal of Directors**

---

### **18.1 Election at Annual General Meeting**

At every Annual General Meeting, the Directors will be elected to fill the vacancies of Directors whose terms are expiring and any other vacancies as may then exist.

### **18.2 Nomination of candidates**

A member may nominate a candidate for Director, or a member may volunteer to be a nominee for Director, either before or at a meeting at which Directors are to be elected. A member who is not present at the meeting may not be nominated unless that member has consented in writing to act as a Director.

### **18.3 Election procedure if there are more candidates than vacancies**

If the number of candidates in an election for Directors exceeds the number to be elected:

- [a] there must be an election by secret ballot;
- [b] members must vote for the same number of candidates as there are Directors to be elected; and
- [c] the chair must declare elected the candidates receiving the highest number of votes up to the number of Directors to be elected.

### **18.4 Election procedure if there are not more candidates than vacancies**

If the number of candidates in an election for Directors is equal to or less than the number of Directors to be elected, those nominated are declared elected and no election is required.

### **18.5 Terms decided by number of votes**

If the positions to be filled by election are for different terms, the chair shall declare the candidates receiving the highest number of votes elected to serve for the longer terms. If the chair is unable to do so because two or more candidates received an equal number of votes, those candidates may agree on who will serve the longer term, but if they cannot agree, their terms shall be decided by lot.

**18.6 If two or more candidates receive equal number of votes for last vacancy**

If two or more candidates receive an equal number of votes for the last vacancy on the Board, those candidates may agree on who will fill the vacancy, but if they cannot agree, there will immediately be a run-off election by secret ballot between those candidates. If the run-off election results in a tie vote, the last vacancy shall be decided by lot.

**18.7 When term of office of Directors ends**

The term of office of a Director ends at the end of the Annual General Meeting at which a replacement is to be elected.

**18.8 Term of office of Directors**

In the election of Directors, the Directors must each be elected for a term of:

- [a] one year, if the Director is completing the term of a Director who vacated their office in the first year of their two-year term; or
- [b] two years, in a manner to ensure that no more than a simple majority of Directors is elected for a term of two years at any Annual General Meeting.

**18.9 Further terms of office of Directors**

A Director may serve for no more than two consecutive two-year terms so long as they are voted in by the membership at the end of each of the two-year terms.

After the conclusion of the second consecutive two-year term the director must step down for a period of no less than one year before being re-elected to the Board for another two-year term.

**18.10 Vacancies on the Board**

Despite any vacancy on the Board,

- [a] if and so long as the number of continuing Directors constitutes a quorum of the Board, the continuing Directors may:
  - [1] continue to function without filling the vacancy; or
  - [2] appoint a qualified member to fill the vacancy; or
  - [3] call a general meeting and hold a by-election to fill the vacancy;

which new Director in either case will hold office for the balance of the term of the vacating Director; or

- [b] if the number of continuing Directors does not constitute a quorum of the Board, the continuing Directors may appoint qualified members as Directors for the purpose of increasing the number of Directors for the sole purpose of calling a general meeting in order to hold a by-election by secret ballot to fill the vacancy.

#### **18.11 Removal of Director**

A Director may be removed before the expiration of the Director's term of office by a Special Resolution. The Director, if any, who is to fill the vacancy, must be elected by the members at a general meeting. A Director who is removed from office pursuant to these Rules:

- [a] may not run again for office at the next general meeting at which there is an election of Directors; and
- [b] may not be appointed by the Directors for one year after removal from office.

#### **18.12 Validity of acts of Directors**

Every act of a Director of the Co-op is valid, despite any defect in the Director's appointment, election, or qualification.

### **RULE 19 Meetings of Directors**

---

#### **19.1 Regulation of meetings**

Subject to the Act and these Rules, the Directors may meet together to conduct business, adjourn, and otherwise regulate their meetings, as they consider appropriate.

#### **19.2 Time and place of meetings**

Meetings of the Directors must be held at the time and place in British Columbia that they determine is appropriate, and if they don't determine the time and place, the president or any two Directors may make that determination.

### **19.3 Who may call meetings**

The president may, and the secretary of the Co-op on the written request of three Directors must, call a meeting of the Directors at any time.

### **19.4 Quorum of the Board**

The quorum necessary for the transaction of business may be fixed by the Directors, and unless so fixed shall be three.

### **19.5 Meeting valid despite failure to give notice**

The accidental omission to give notice of any meeting of the Directors to, or the non-receipt of any notice by, a Director does not in itself invalidate any proceedings at that meeting.

### **19.6 Chair**

Every meeting of the Directors will be chaired by:

- [a] the president; or
- [b] the vice-president, if the president is absent, unable, or unwilling to chair the meeting,

unless the majority of the Directors choose another person who need not be a member, to be the chair.

### **19.7 Voting at meetings**

Questions arising at any meeting of the Directors are to be decided by a majority of votes, unless the Act or these Rules require otherwise, and in the case of an equality of votes,

- [a] the chair of the Directors' meeting is not entitled to a second or casting vote; and
- [b] the motion is defeated.

### **19.8 Minutes of the Directors' meetings**

The Directors must cause minutes of the following to be filed in books provided for the purpose:

- [a] all appointments of officers made by the Directors;
- [b] the names of the Directors present at each meeting of Directors or of any committee of Directors; and
- [c] all resolutions and proceedings at all meetings of the Directors, or any committee of Directors.

**19.9 Recording Directors' attendance at meetings**

A Director who is present at a meeting of the Directors or of a committee of Directors must have their attendance noted in the minutes or sign their name in a book kept for that purpose, but a failure to note or sign does not invalidate the meeting.

**19.10 Transaction of business by written resolution**

A resolution of the Directors consented to in writing by all Directors shall have the same force and effect as if passed at a duly constituted meeting of the Directors and the written consent of the resolution must be kept with the minutes of proceedings of the Directors.

**RULE 20 Committees of Directors and advisory committees**

---

**20.1 Committees of Directors**

The Directors may delegate any of their powers to committees consisting of one or more Directors as they think fit and any committee to whom powers are delegated shall, in the exercise of its powers so delegated, conform to any policies that may be imposed by the Directors and must keep the records required of them under Rule 19.8.

**20.2 Advisory committees**

The Directors only may appoint advisory committees consisting of a member or members of the Co-op and may assign duties and responsibilities to those committees that are not inconsistent with the Act and these Rules and may make policies governing their conduct.



### **20.3 Duty of advisory committees to report to the Directors**

Advisory committees report to, and serve at the pleasure of, the Directors, and must cause minutes of the following to be filed in books provided for the purpose:

- [a] the names of those present at each meeting of the advisory committee; and
- [b] all proceedings at all meetings of the advisory committee, and those minutes must be made available to the Directors on request.

## **RULE 21 Officers**

---

### **21.1 Appointment of officers**

The Directors must appoint, by resolution, a president, a vice-president, a treasurer, and a secretary of the Co-op from among the Directors.

### **21.2 Powers and duties of officers**

Subject to the Act, the Directors may specify the powers, duties, and responsibilities of the officers, and may vary, add to, or limit the powers, duties, and responsibilities of any officer.

### **21.3 Remuneration and term of office of officers**

Officers will serve without remuneration and the term of office of an officer will be determined by resolution of the Directors.

### **21.4 Removal of an officer from their position**

The Directors, at their discretion, may remove any officer from their position by a resolution of the Directors.

---

**RULE 22 Disclosure and conflict of interest rules for Directors and officers**

---

**22.1 The Act prevails**

The Directors and officers are governed by the disclosure and conflict of interest provisions set out in the Act.

---

**RULE 23 Indemnification of Directors and officers**

---

**23.1 Indemnification**

The Co-op must indemnify the Directors and officers in accordance with the Act.

**23.2 Insurance**

The Directors may cause the Co-op to purchase and maintain insurance for the benefit of a Director or officer of the Co-op or the heirs or other legal representative of the Director or officer against any liability that may be incurred by reason of the Director or officer being or having been a Director or officer of the Co-op.

---

**RULE 24 Finances**

---

**24.1 Security may be required**

Every Director, officer, member, or employee of the Co-op having receipt or charge of money must, before entering upon their duties, give such security as may from time to time be deemed necessary by the Directors.

**24.2 Non-disclosure of personal information**

Every Director, officer, member, agent, or employee of the Co-op must not disclose personal information pertaining to a member, former member, prospective member, or tenant to any person except:

- [a] Directors, officers, committees, employees, agents, managers, or advisors of the Co-op for use in connection with their official duties;

- [b] those legally entitled to the information; and
- [c] at a general meeting at which a member is appealing a decision of the Directors of the Co-op to terminate the member's membership and the information relates to the termination.

### **24.3 Borrowing powers**

The Directors may, at their discretion, raise or borrow money for the purposes of the Co-op, on behalf of the Co-op, and secure payment thereof in any manner which they see fit, whether by charge upon any or all of the assets of the Co-op, both real or personal, present or future, or otherwise.

### **24.4 Restrictions**

If any security proposed to be given in the exercise of the borrowing powers described in Rule 24.3 is intended to charge the whole or substantially the whole of the undertaking of the Co-op, the borrowing power must not be exercised by the Directors without the authority of a Special Resolution.

### **24.5 Levy in an emergency situation**

If in the Directors' opinion an emergency exists for which additional funds are required, and notwithstanding Rule 24.6, the Directors from time to time, may levy and collect an additional sum from each member to raise the additional funds to meet the emergency and the same must be payable by the member upon notice to the member.

### **24.6 Other approved levy**

If the members of the Co-op, by Ordinary Resolution at a general meeting of the Co-op, approve a levy to raise additional funds for any purpose, the Directors may levy and collect an additional sum from each member and the same must be payable by the member upon notice to the member.

### **24.7 Uniform application of levies**

All levies under Rule 24.5 and Rule 24.6 shall apply uniformly to all members without preference, but may be prorated in accordance with the number of Shares for which the member has subscribed.

**24.8 Levy constitutes a debt due**

Upon notice to a member of the levy under Rule 24.5 or Rule 24.6, the same shall constitute a debt due from the member to the Co-op payable on demand.

**24.9 Investment powers**

The Directors must invest and deal with any part of the funds of the Co-op in such manner as they think fit provided that the Directors must not invest any part of the funds of the Co-op other than:

- [a] in a security or class of securities in which trustees are permitted to invest trust funds under the *Trustee Act*, or
- [b] by deposit in a savings institution in which deposits may be made by trustees under the *Trustee Act*.

**24.10 Appointment of an auditor**

Unless the appointment of an auditor has been waived by the members in the manner set out in the Act, the Co-op must appoint an auditor or firm of auditors, meeting the qualifications provided in the Act, by Ordinary Resolution at every Annual General Meeting. If an appointment is not made at that meeting, the auditor in office continues as auditor until a successor is appointed.

**24.11 Restriction on who may be auditor**

No Director, officer, or member of the Co-op may be appointed or may act as auditor.

**24.12 Provisions of the Act in respect of the auditor**

The Co-op must comply with the other provisions in respect of the auditor as set out in the Act.

**24.13 Accounting records**

The Directors must cause accounts to be kept in accordance with the Act.

#### **24.14 Location of books of account**

Subject to Rule 24.2, the books of account must be kept at the registered office of the Co-op, or at such other place or places as the Directors see fit.

#### **24.15 Inspection of books of account**

Subject to Rule 24.2, the books of account shall at all reasonable times be open to the inspection of the Directors. The Directors may determine to what extent, at which times and places and under what conditions the books of account must be open to the inspection of members.

### **RULE 25 Member dispute resolution**

---

#### **25.1 Initiating resolution of a dispute**

A member wishing to initiate a resolution of a dispute with another member may submit the dispute in writing to the Co-op if the dispute:

- [a] cannot be resolved by the parties involved after attempting to do so; and
- [b] involves a complaint about a breach of the Rules, Occupancy Agreement or Policies by another member or person for whom the other member is responsible.

#### **25.2 Dispute resolution**

Upon receipt of the written dispute, the Co-op must review the dispute and may try to promptly resolve the dispute by asking the parties to participate in:

- [a] one-on-one meetings;
- [b] conflict resolution or mediation between the parties involved; and/or
- [c] arbitration.

### **25.3 Does not apply to terminations of membership**

None of the provisions of this Rule 25 apply to the termination of the membership of a member under Rule 5. Nothing within this Rule 25 prevents the Co-op from exercising its rights or remedies under Rule 5.

## **RULE 26 Notices**

---

### **26.1 Notices to members and other persons**

Any notice or document under these Rules to be delivered to or served upon a member, or any other person must be in writing and is sufficiently given if it is:

- [a] delivered personally;
- [b] placed in a mail receptacle assigned to the Unit or in a mail receptacle at or on the principal entrance to the Unit or placed through or affixed to the principal entrance to the Unit;
- [c] delivered or mailed by prepaid mail to the person's last known address, as recorded in the Co-op's register of members or other record of the Co-op;
- [d] sent to the person by facsimile transmission to a telephone number provided by that person for that purpose; or
- [e] sent to the person by email to an email address provided by that person for that purpose.

### **26.2 Notice to the Co-op**

Any notice or document under these Rules to be delivered or served upon the Co-op must be in writing and is sufficiently given if it is:

- [a] left at the registered office of the Co-op;
- [b] mailed by registered mail to the registered office of the Co-op; or
- [c] personally served on a Director of the Co-op.

**26.3 Deemed receipt if sent by mail**

A notice or document may be delivered or served by addressing, prepaying and mailing the notice or document by ordinary mail, and shall be deemed received on the second day, Saturdays, Sundays, and holidays excepted, after the date of mailing.

**26.4 Computation of time**

In computing the date when notice must be given under any provision requiring a specified number of days' notice of any meeting or other event, the date of giving notice must be excluded and the date of the meeting or other event must be included.

**26.5 Deemed receipt if sent by facsimile or email**

A notice or document delivered or served by facsimile or email shall be deemed received on the day after the date the notice or document was sent by facsimile or email.

**RULE 27 Execution of documents and other instruments**

---

**27.1 Execution of documents**

Documents and other instruments may be executed by the Directors or other persons so authorized by resolution of the Directors.

**RULE 28 Alteration of Memorandum or Rules**

---

**28.1 Alteration of Memorandum or Rules**

Amendments to the Memorandum and the Rules of the Co-op must be in accordance with the Act and these Rules.

## **Note on dissolution of the Co-op**

---

The Co-op's existing dissolution provision, Rule 67[a] and [b], filed with the Registrar, on October 29, 1981, remains in force under section 173 of the *Cooperative Association Act*.



**O C C U P A N C Y   A G R E E M E N T**

**HARRIS ROAD HOUSING CO-OPERATIVE**

**S C H E D U L E   A   T O   T H E   R U L E S**

O C C U P A N C Y   A G R E E M E N T

HARRIS ROAD HOUSING CO-OPERATIVE

S C H E D U L E   A   T O   T H E   R U L E S

**Table of Contents**

---

**SCHEDULE A TO THE RULES** ..... 7

**RECITALS**

A    The Purpose of the Co-op ..... 8  
B    Granting of the Occupancy Agreement ..... 8  
C    Right to Possession ..... 8  
D    Operating Principles ..... 8

---

**1    Conditions of Possession**

1.01    Breach of conditions ..... 9  
1.02    Rules ..... 9  
1.03    Foreclosure..... 9  
1.04    Trustee has no right to possession of the Unit ..... 10

**2    Right to Possession**

2.01    Term..... 10  
2.02    Common area..... 10  
2.03    Family members ..... 10

**3    Parking**

3.01    Use of parking..... 11  
3.02    Parking Policies ..... 11

<b>4</b>	<b>Housing Charge</b>	
4.01	Payment of Housing Charge .....	11
4.02	Payment of all charges .....	11
4.03	Setting the Housing Charge .....	12
4.04	Considerations in setting the Housing Charge.....	12
4.05	Failure to pay Housing Charge .....	13
4.06	Problem in payment of Housing Charge.....	13
4.07	NSF payments.....	13
4.08	Payment by bank draft .....	14
4.09	Homeowner Grants .....	14
4.10	Financial information.....	14
4.11	Rent supplement/reduced Housing Charges .....	14
4.12	Household composition .....	15
4.13	Retroactive assessment .....	15
<b>5</b>	<b>Payment of Utilities</b>	
5.01	Utilities .....	16
<b>6</b>	<b>Rules and Policies</b>	
6.01	Comply with Rules and Policies .....	16
6.02	Rules and Occupancy Agreement govern.....	17
6.03	Uniform application.....	17
<b>7</b>	<b>Use of Unit</b>	
7.01	Principal residence .....	17
7.02	Good neighbour provision .....	17
7.03	Home-based business.....	18
7.04	Smoking .....	18
<b>8</b>	<b>Insurance Hazards</b>	
8.01	Responsibility for hazards .....	19
<b>9</b>	<b>Alterations to Property</b>	
9.01	Alterations require consent .....	20
9.02	Restoration costs .....	20
9.03	Municipal compliance of alterations.....	20
9.04	No compensation for alterations .....	21
9.05	Compliance with alteration procedures .....	21

<b>10</b>	<b>Interior Maintenance and Repair of Unit</b>	
10.01	Interior condition .....	22
10.02	Damage caused by leakage .....	22
10.03	Liability for damage.....	22
10.04	Repairs as required.....	22
10.05	Reports defects.....	23
10.06	Repairs on leaving .....	23
10.07	Inspection on withdrawal or termination .....	23
10.08	Cost of repairs and cleaning.....	23
<b>11</b>	<b>Personal Insurance</b>	
11.01	No liability of Co-op for injury.....	24
11.02	Requirement for personal insurance .....	24
11.03	Member may not claim under the Co-op’s insurance policy .....	25
<b>12</b>	<b>Liens</b>	
12.01	Member not to permit liens.....	25
12.02	Co-op may pay lien.....	25
<b>13</b>	<b>Assignment and Subletting and Failure to Reside</b>	
13.01	Subletting and assignment requires consent .....	26
13.02	Failure to reside .....	26
<b>14</b>	<b>Signs or Notices</b>	
14.01	Signs not permitted.....	26
<b>15</b>	<b>Termination of Membership and Occupancy Agreement</b>	
15.01	Right of occupancy .....	27
15.02	Material conditions .....	27
15.03	Oppression remedies and arbitration do not apply.....	27
<b>16</b>	<b>Notice and Delivery of Vacant Possession</b>	
16.01	Termination of Occupancy Agreement.....	27
16.02	Vacant possession.....	28

<b>17</b>	<b>Withdrawal</b>	
	17.01	Withdrawal from membership ..... 28
	17.02	Share redemption ..... 29
<b>18</b>	<b>Rights and Remedies/Waivers</b>	
	18.01	Cumulative rights..... 29
	18.02	Failure to pursue remedies ..... 29
	18.03	Non-waiver of remedies..... 29
	18.04	Waiver to be in writing ..... 30
<b>19</b>	<b>Termination on abandonment</b>	
	19.01	Termination on abandonment ..... 30
<b>20</b>	<b>Management of the Co-op</b>	
	20.01	Duty to pay..... 30
	20.02	Management of Development..... 30
	20.03	Co-op to repair ..... 31
<b>21</b>	<b>Insurance of Development</b>	
	21.01	Insurance by Co-op..... 31
	21.02	Damage appraisal..... 31
<b>22</b>	<b>Right to Enter</b>	
	22.01	Entry for emergency ..... 32
	22.02	Costs on emergency entry ..... 32
	22.03	Entry for non-emergency ..... 32
	22.04	Definition of “reasonable purpose” ..... 33
	22.05	Time of entry ..... 33
	22.06	No refusal to enter Unit ..... 33
<b>23</b>	<b>Serving Notices</b>	
	23.01	Service of notice by the Co-op or by the Member ..... 33
<b>24</b>	<b>Limitation of Liability</b>	
	24.01	Liability limited ..... 34

**25 Miscellaneous Provisions**

25.01 Part of the Rules..... 34  
25.02 Amendments to the Occupancy Agreement..... 34  
25.03 Interpretation..... 34  
25.04 Successors and assigns..... 35

SCHEDULE A TO THE RULES

---

THIS OCCUPANCY AGREEMENT is SCHEDULE A to the Rules of Harris Road Housing Co-operative and is effective as and from the date on which the Rules come into effect and governs

HARRIS ROAD HOUSING CO-OPERATIVE, a co-operative association incorporated under the laws of the Province of British Columbia,

(the “**Co-op**”)

- AND -

Each member of the Co-op in respect of the Unit assigned to the member by the Co-op as recorded in its records

(the “**Member**”)

in relation to use and occupation of certain residential premises.

---

## RECITALS

---

### WHEREAS:

#### **A The Purpose of the Co-op**

The Co-op has been incorporated under the Act as a not for profit housing co-operative for the purposes of acquiring residential housing units on land owned by the Co-op and more particularly known and described as: 19225 – 119<sup>th</sup> Avenue, Pitt Meadows, BC, V3Y 2E5 (the “**Lands**”) for the use of the members (the “**Development**”);

#### **B Granting of the Occupancy Agreement**

This Occupancy Agreement is granted to the Member, subject to and under the Memorandum and Rules of the Co-op.

#### **C Right to Possession**

The right of the Member to possession or occupancy of a residential housing unit assigned to the Member hereunder is dependent upon the Member complying in all respects with the obligations of the Member under this Occupancy Agreement and continuing to be a member in the Co-op and to hold the number of Shares of the Co-op required by the Rules.

#### **D Operating Principles**

The Co-op is founded on the international principles of co-operation as set out in the Statement on the Co-operative Identity originated by the International Co-operative Alliance. In particular, the Co-op relies on the active engagement of its members to foster good governance and principled leadership in the exercise of democratic member control.



---

**In consideration of the mutual promises set out in this Occupancy Agreement, the parties agree as follows:**

## **1 Conditions of Possession**

### 1.01 Breach of conditions

This Occupancy Agreement and the term hereby created shall be subject to the conditions herein set forth, and shall come to an end upon withdrawal from or termination of membership.

### 1.02 Rules

The term of the Occupancy Agreement and possession of the Unit by the Member is subject to:

- [a] the terms and conditions set out in the Rules of the Co-op as amended from time to time;
- [b] relevant and applicable zoning, health, or other laws of the municipal, provincial, or federal governments; and
- [c] the terms and conditions of any mortgages or other agreements between the Co-op and any federal, provincial or municipal authority.

### 1.03 Foreclosure

If an order of foreclosure is made by any court of competent jurisdiction foreclosing the interest of the Co-op in the Lands or the Development, this Occupancy Agreement shall thereupon immediately cease and be void and of no effect at the option of the foreclosing party.

1.04 Trustee has no right to possession of the Unit

No trustee or receiver of the Member or the Member's Shares or person claiming any interest in the Shares pursuant to any bankruptcy assignment, pledge or security is entitled to any right to or possession of the Unit.

**2 Right to Possession**

2.01 Term

The Co-op grants to the Member the Unit for the term (the “**Term**”):

- [a] commencing with the date on which occupancy of the Unit is granted by the Co-op to the Member;
- [b] ending with the earliest of the withdrawal from, termination or cessation of membership of the Member and the death of the Member; and
- [c] subject always to earlier termination as herein provided.

2.02 Common area

The Co-op hereby grants to the Member during the Term, in common with the other members of the Co-op, the non-exclusive use for their proper purpose, of the entrance, passageways, roadways, sidewalks, common grounds and other common areas of the Development throughout the Term.

2.03 Family members

If the Member shall cease to be entitled to occupy the Unit, the right of persons in the Member's household, whether or not members of the Co-op and all other persons occupying or visiting the premises, to continue to occupy or use the Unit shall come to an end at the same time and without further notice being required.

### **3 Parking**

#### **3.01 Use of parking**

The Member shall be entitled during the Term of this Occupancy Agreement to the use of two parking spaces for three bedroom units and one parking space for two bedroom units as assigned by the Co-op for parking of vehicles used by the Member or persons residing with the Member.

#### **3.02 Parking Policies**

The Member agrees to comply with Co op Policies respecting parking, as are applicable from time to time.

### **4 Housing Charge**

#### **4.01 Payment of Housing Charge**

The Member shall pay the Co-op on the first day of each and every month, commencing on the first day of the month the Member takes possession, during the Term of the Occupancy Agreement, a Housing Charge as determined and assessed by the Co-op from time to time and notified to the Member in writing.

#### **4.02 Payment of all charges**

The Member shall pay when due to the Co-op the Housing Charge, any additional or supplemental charge and any other amounts due to the Co-op under this Occupancy Agreement and the Rules to the Co-op:

[a] at the office of the Co-op; or

[b] at such other place as the Co-op may from time to time designate in writing; and

in the form and manner determined by the Directors of the Co-op with no right of set-off or abatement under any circumstances.

#### 4.03 Setting the Housing Charge

The Directors of the Co-op shall recommend to the members, at a general meeting duly called for that purpose, the monthly Housing Charge payable hereunder, which shall be approved by an Ordinary Resolution of the members.

#### 4.04 Considerations in setting the Housing Charge

In recommending to the members the monthly Housing Charge payable hereunder, the Directors shall take into account the amount of money which, in the opinion of the Directors, shall be required by the Co-op during each fiscal year for:

- [a] the maintenance of the corporate existence of the Co-op;
- [b] the carrying charges on the Lands and the Development, including taxes, and the sums in lieu of taxes;
- [c] licenses, assessments, insurance, repairs, replacements, upkeep, maintenance and operations;
- [d] adequate contributions to a capital replacement reserve fund and to any other reserve funds established by the Co-op;
- [e] all other fees, costs and expenses incurred in the management of the Lands and the Development;
- [f] the amount, if any, as may be required to meet any deficit in the preceding fiscal year; and
- [g] any other amounts reasonably required to accomplish the purposes for which the Co-op was incorporated.

Notwithstanding the above, if the Co-op is bound by statute or contract to set or maintain the monthly Housing Charge at a specified level or amount, the Directors, not the

members, shall set the monthly Housing Charge payable hereunder by taking those obligations at law or contract into consideration.

4.05 Failure to pay Housing Charge

Failure of the Member to pay the Housing Charge, any additional or supplemental charge or any other amounts owing to the Co-op in accordance with this Occupancy Agreement and the Rules shall be cause for termination of membership under the Rules.

4.06 Problem in payment of Housing Charge

If the Member anticipates a problem in making any payment of the Housing Charge or any other charge on time, the Member shall notify the Co-op of this likelihood in advance of the due date of the Housing Charge. Notice by the Member shall not excuse the Member from any obligation hereunder and shall be without prejudice to an action or proceeding which the Co-op may wish to undertake including termination of membership under the Rules.

4.07 NSF payments

If the Member's payment for monthly Housing Charges is not honoured by the Member's banking institution:

- [a] the Member will be deemed to have failed to make payment of Housing Charges as required hereunder; and
- [b] this may be cause for termination of membership under the Rules.

In addition the Member shall be liable for bank charges incurred in the processing of dishonoured payments and any penalties or fines set by the Directors.

4.08 Payment by bank draft

If the Member's payment is not honoured as contemplated in subsection 4.07 the Member shall, unless excused in writing by the Directors, make all future payments of Housing Charges and supplemental and additional charges by bank draft or money order payable to the Co-op.

4.09 Homeowner Grants

With regard to all homeowner, occupier and property tax rebates, grants, concessions and refunds available from municipal, provincial, and federal governments for which the Member may be eligible (“Homeowner Grants”), and except as otherwise provided by law:

- [a] the Member shall assign to the Co-op all Homeowner Grants; and
- [b] the Co-op shall pay to the Member the portion of any such Homeowner Grants which are paid or credited to the Co-op solely because of the Member’s age, disability or special status.

4.10 Financial information

If any Member shall fail to complete any request, approval or other return or to provide any information required in respect of any Homeowner Grant with respect to the Unit upon written request the amount of any Homeowner Grant shall be payable in full by the Member to the Co-op immediately upon written notice to the Member.

4.11 Rent supplement/reduced Housing Charges

The Member acknowledges that:

- [a] rent supplement, assistance or subsidy may be paid by federal, provincial or municipal agencies or authorities to the Co-op with respect to members who meet

and comply with the criteria and requirements established by the responsible agencies or authorities;

- [b] under the terms of a Co-op Policy, some members who meet and comply with the criteria set out in Policy may be eligible from time to time to pay a reduced Housing Charge; and
- [c] to substantiate eligibility of the Member to receive rent supplement, assistance or subsidy or to pay a reduced Housing Charge, the Member must:
  - [1] provide verification of household income and any other proof or information required by the Directors; and
  - [2] report any increases in household income and changes in household composition.

The Member authorizes the Co-op:

- [d] to take such steps as are necessary and reasonable to verify the accuracy of any information provided by the Member; and
- [e] to the extent required by Policy or by agreements binding the Co-op, to provide to an external party or parties all verification of income and other relevant information.

#### 4.12 Household composition

For the purposes of 4.11, a household shall consist of the Member and all adult persons living in or intending to live in the Unit for more than 30 days in aggregate in the fiscal year.

#### 4.13 Retroactive assessment

If the Member fails to comply with subsection 4.11:

- [a] the Directors may, in their sole and absolute discretion, increase the Housing Charge, to be assessed retroactively to the effective date of the Member's failure to comply; and

[b] the assessed amount shall be payable in full by the Member to the Co-op immediately upon written notice to the Member.

## **5 Payment of Utilities**

### **5.01 Utilities**

The Member shall pay all applicable gas, oil, water and electrical, telephone and any utility, cablevision, or similar charges or accounts, except for the cost of heat and hot water incurred in respect of the common areas. If the Member shall fail to pay the same, the Co-op may pay the same or any part thereof on behalf of the Member, and the amount so paid shall be due and payable by the Member to the Co-op immediately on written notice to the Member.

## **6 Rules and Policies**

### **6.01 Comply with Rules and Policies**

The Member shall comply with and cause the Member's family, guests, employees and any other person occupying or visiting the Unit to comply with all the terms, conditions and provisions of this Occupancy Agreement and

[a] the terms and conditions set out in the Memorandum, the Rules and the Policies of the Co-op as amended from time to time; and

[b] all changes and additions to the Occupancy Agreement,

to the same extent as if they were herein incorporated.



6.02 Rules and Occupancy Agreement govern

If there is a conflict or inconsistency between the Rules, the Occupancy Agreement and the Policies, the Rules and Occupancy Agreement govern.

6.03 Uniform application

Unless otherwise specifically provided therein, all Rules, this Occupancy Agreement and Policies shall apply to all members of the Co-op uniformly and without preference or discrimination.

**7 Use of Unit**

7.01 Principal residence

The Member shall use the Unit and all parts thereof only:

- [a] as the Member's principal residence; and
- [b] for no other purpose except as provided by Co-op Policy or as provided herein without the prior written consent of the Directors.

Without limiting the generality of the foregoing, the Member shall not permit any other person occupying or visiting the Unit to use or conduct from the Unit any active or daily trade, business or profession except as provided by Co-op Policy or as provided herein.

7.02 Good neighbour provision

The Member shall not use the Unit and shall not permit any person occupying or visiting the Unit to use the Unit in any way or engage in conduct which:

- [a] interferes with or disturbs other members' quiet or peaceful enjoyment of the Development;

- [b] unreasonably annoys or interferes with the other members of the Co-op by sound, conduct or other activity;
- [c] obstructs or interferes with the rights of other persons;
- [d] obstructs the roads, sidewalks or areas designated as common areas;
- [e] injures the reputation of the Co-op; or
- [f] in any other way breaches this Occupancy Agreement or any Policy.

### 7.03 Home-based business

Subject to the good neighbour provision:

- [a] No commercial or retail use is permitted in the Unit or areas designated as common areas except for home-based businesses that meet the requirements of this section.
- [b] A home-based business will be permitted in a Unit if:
  - [1] the Member obtains all required licences, business-related insurance and otherwise complies with all municipal, provincial and federal laws; and
  - [2] the home based business does not:
    - [i] interfere with the use and enjoyment by other members or residents of their Unit; or
    - [ii] cause a nuisance, a hazard or unreasonable noise; or
    - [iii] create a parking concern, as determined by the Directors in their sole discretion; and
  - [3] parking meets the requirements of the applicable municipal by-law, and business-related parking shall be restricted to the Member's designated parking space(s); and
  - [4] the operation of the business complies with all co-op Policies.

### 7.04 Smoking

Notwithstanding any other provision to the Occupancy Agreement and the Rules, and in addition to the obligations, rights and remedies set out in Section 7.02:

- [a] Smoking is prohibited:
  - [1] in a Unit;
  - [2] on the interior common areas, including but not limited to in hallways, elevators, parking garages, electrical and mechanical rooms, stairs, storage locker areas; and
  - [3] within twenty-five metres of the playground area.
  
- [b] “Smoking” shall include the inhaling, exhaling, burning or ordinary use of any tobacco or product whose use generates smoke.

## **8 Insurance Hazards**

### **8.01 Responsibility for hazards**

The Member shall not:

- [a] cause or permit any nuisance, or activity in the Unit or in any part of the Development; or
- [b] suffer anything to be done or kept therein,

which shall increase the cost of fire, liability and other hazards insurance upon the Lands or the Development or the contents therein.

## 9 Alterations to Property

### 9.01 Alterations require consent

Except with the prior written consent of the Directors, the Member shall not make or permit:

- [a] any structural alterations, changes or additions in or to the Unit; or
- [b] any alterations, changes or additions in or to the exterior of the Development or any building or structure forming a part thereof, or any part of the interior thereof.

Consent shall not entitle the Member to reimbursement for any amount expended by the Member for alterations, additions or changes.

### 9.02 Restoration costs

The Member shall pay all costs of repair and restoration of the Unit which result from alterations, changes or additions made by the Member if the alterations, changes or additions have not been approved by the Directors. If the Member refuses or neglects for a period of ten days following receipt of written notice from the Directors to repair and restore the Unit to its original condition, then the Directors without further notice to the Member may:

- [a] cause repair and restoration of the Unit to be made; and
- [b] enter or cause their agents or servants to enter the Unit for that purpose.

All expenses and costs incurred by the Co-op in doing so shall be due and payable by the Member to the Co-op immediately upon written notice to the Member.

### 9.03 Municipal compliance of alterations

When consent is given for alterations as provided herein:

- [a] All alterations, changes or additions made by the Member shall comply with applicable municipal by-laws and regulations and provincial and federal building codes and requirements;
- [b] The Directors may require such proof of compliance as may be necessary, including further improvements, to bring the said alterations, changes or additions to the standards required, with all costs to be borne by the Member;
- [c] If the Member fails to comply with the standards required the Directors may cause all measures to be taken so as to comply and may cause their agents and servants to enter the Unit for that purpose; and
- [d] All expenses and costs incurred by the Co-op in doing so shall be due and payable by the Member to the Co-op immediately upon written notice to the Member.

#### 9.04 No compensation for alterations

Upon withdrawal from or termination of membership:

- [a] the Member shall not receive any compensation from the Co-op for alterations, changes or additions left in, on or affixed to the Development or the Unit by the Member;
- [b] if the Member chooses to remove the alterations, changes or additions, the Unit must be left in the same condition as it was prior to the alterations, changes or additions having been made; and
- [c] if the Member refuses or neglects for a period of ten days following receipt of written notice from the Directors to repair and restore the Unit to its original condition, then the Directors without further notice to the Member may cause repair and restoration of the Unit to be made, and may enter or cause their agents or servants to enter the Unit for that purpose.

#### 9.05 Compliance with alteration procedures

The Member shall comply with the procedures established by the Co-op from time to time for authorization and installation of alterations, changes or additions to the Unit.

## 10 Interior Maintenance and Repair of Unit

### 10.01 Interior condition

The Member shall at the Member's own expense, keep the interior of the Unit in good condition and repair and in keeping with the character of the rest of the Development.

### 10.02 Damage caused by leakage

The Co-op shall not be answerable or chargeable for any decorations nor for any damage caused to contents of the Unit by leakage or overflow of water, electricity, gas, oil, steam or vapour from any water, steam, drain, or gas or oil pipes or electrical conduits, or from any other source, belonging or appertaining to any other part of the Development.

### 10.03 Liability for damage

The Member shall be liable for any damage to any part of the Lands, Unit, or the Development caused by a pet of the Member or by those for whom the Member is responsible in law or caused by the negligent act or omission of either the Member or the Member's family, guests, agents, employees or any other person occupying or visiting the Unit.

### 10.04 Repairs as required

The Member shall make all repairs as required by the Occupancy Agreement in a manner acceptable to the Directors. If the Member at any time fails, refuses or neglects for a period of ten days after having received written notice from the Directors to make repairs, or to maintain the Unit in good condition, the Directors may:

- [a] cause the repairs to be made, or restore the Unit to good condition; and
- [b] enter or cause its agents or servants to enter the Unit for that purpose.

All expenses and costs incurred by the Co-op in doing so shall be due and payable by the Member to the Co-op immediately upon written notice to the Member.

10.05 Reports defects

The Member shall immediately report in writing to the Directors any failure or defect of electrical, mechanical, or structural components or systems of the Unit or the Development of which the Member has notice or knowledge.

10.06 Repairs on leaving

Upon withdrawal from or termination of membership in the Co-op, the Member shall surrender and deliver up to the Co-op vacant possession of the Unit, including all additions thereto, in the same condition and state of repair as at the date the Member took possession, (reasonable wear and tear and damage or loss by fire, tempest, earthquake, the Queen's enemies, and acts of God excepted).

10.07 Inspection on withdrawal or termination

The Directors shall cause the Unit to be inspected on, before, or within a reasonable time after withdrawal from or termination of membership and provide the Member with a written list of cleaning, repairs, changes, alterations and restorations which the Co-op requires to be carried out at the Member's expense.

10.08 Cost of repairs and cleaning

After the Member vacates the Unit:

- [a] the Directors shall provide the Member as soon as practical with a written schedule of estimated charges for cleaning, repairs, changes, alterations and restorations not carried out prior to vacating the Unit by the Member;

- [b] the Co-op may make decorations, repairs, changes, alterations or restorations to the Unit as may be necessary to put the Unit in the required condition and state of repair;
- [c] the total of the said charges shall be due and payable by the Member to the Co-op immediately on written notice to the Member; and
- [d] the Directors may deduct the charges from the amount paid for the Member's Shares.

## 11 Personal Insurance

### 11.01 No liability of Co-op for injury

The Co-op shall not be liable for any loss of property or personal injury for which a Member or any other person occupying or visiting the Unit is responsible at law and the Member shall hold the Co-op harmless from any claim with respect thereto.

### 11.02 Requirement for personal insurance

The Member shall at the Member's expense:

- [a] take and keep in force third party liability, standard fire and comprehensive insurance coverage on the member-supplied fixtures and improvements, furniture and all other contents of the Member's Unit under an insurance policy satisfactory to the Directors; and
- [b] provide the Directors with a copy of the insurance policy or other evidence satisfactory to the Directors on written request for the same,

but no acceptance by the Directors of any insurance policy shall constitute any approval or liability in respect of the adequacy or suitability thereof by the Directors or the Co-op.



11.03 Member may not claim under the Co-op's insurance policy

A Member may not make any claim or require or expect the Co-op to make a claim under the Co-op's insurance policy for any matter for which the Member has or ought to have insurance coverage under the Occupancy Agreement. If in the discretion of the Directors it is in the best interests of the Co-op to make a claim under its policy, the Member shall be liable for any applicable deductible of the Co-op.

**12 Liens**

12.01 Member not to permit liens

The Member shall not cause or permit any builders' liens or any other lien to be placed upon or against the Lands, the Development or the Unit on account of any material or labour used in the making of any decoration, alteration or repairs to the Unit.

12.02 Co-op may pay lien

If any lien is filed, or an attempt is made by any person, corporation or firm to file a lien against the Member's Unit by reason of the action, conduct or omission of the Member, the Co-op may, at its option:

- [a] pay and discharge any such lien or purchase any such lien; and
- [b] add the amount so paid to the Housing Charge due or to become due hereunder.

The amount shall be immediately due and payable by the Member to the Co-op upon written notice to the Member.

## 13 Assignment and Subletting and Failure to Reside

### 13.01 Subletting and assignment requires consent

Except with the prior written consent of the Directors, consent to be in the sole and absolute discretion of the Directors, the Member shall not:

- [a] assign this Occupancy Agreement;
- [b] sublet in whole or part the Unit;
- [c] otherwise part with possession of the Unit; or
- [d] encumber any interest in the Occupancy Agreement.

### 13.02 Failure to reside

The Member shall reside in the Unit on a full-time permanent basis as the principal residence of the Member and shall not without the written consent of the Directors, cease or fail to reside in the Unit on a full-time permanent basis for a period exceeding thirty (30) days.

## 14 Signs or Notices

### 14.01 Signs not permitted

Unless otherwise permitted by law, the Member shall not place signs or notices on any door, window or wall or other part of the Unit where they may be visible from the outside of the Unit without prior written consent of the Directors, consent to be in the sole and absolute discretion of the Directors.

## **15 Termination of Membership and Occupancy Agreement**

### **15.01 Right of occupancy**

The Occupancy Agreement and the right of the Member, and that of any person residing in the Unit, to possession or occupancy of the Unit shall terminate if the membership of the Member is terminated under the Rules.

### **15.02 Material conditions**

For the purposes of the Rules and this Occupancy Agreement, material conditions of this Occupancy Agreement include, without limitation, Section 3 to Section 14 inclusive and Section 22 in their entirety.

### **15.03 Oppression remedies and arbitration do not apply**

If the membership of the Member is terminated, the Member agrees that Sections 156 (i.e. oppression remedy) and 208 (i.e. arbitration) of the Act, and any grievance or dispute procedure that may exist in the Rules or the Policies of the Co-op do not apply and are expressly waived and shall not be invoked by the Member.

## **16 Notice and Delivery of Vacant Possession**

### **16.01 Termination of Occupancy Agreement**

This Occupancy Agreement shall be automatically terminated:

- [a] in the case of withdrawal from membership in the Co-op, at 12:00 noon on the effective date of withdrawal; or

- [b] in the case of termination of membership in the Co-op, at 12:00 noon on the date determined by the Co-op pursuant to the termination proceedings under the Rules.

#### 16.02 Vacant possession

The Member agrees to immediately quit and give-up vacant possession of the Unit upon the effective date of withdrawal from or termination of membership. If the Member does not immediately quit and give up vacant possession then the Member shall pay to the Co-op:

- [a] an amount equal to the Housing Charges herein prorated on a daily basis for each day that the Member fails to quit and deliver vacant possession; and
- [b] any loss or damage the Co-op may suffer as a result of the failure to quit and deliver possession.

## 17 **Withdrawal**

#### 17.01 Withdrawal from membership

Withdrawal of the Member from the membership of the Co-op shall terminate the Occupancy Agreement, and withdrawal shall occur:

- [a] at any time by written agreement signed by the Member and the Co-op;
- [b] by the Member giving at least two full calendar months' notice of withdrawal in writing, the time being calculated from the last day of the month in which notice is given; or
- [c] in the circumstances provided for withdrawal specified in the Rules of the Co-op.

17.02 Share redemption

Upon withdrawal from or termination of membership, the Co-op shall redeem the Member's Shares in the Co-op in the amount and in the manner specified in the Rules.

**18 Rights and Remedies/Waivers**

18.01 Cumulative rights

The rights and remedies hereby created are cumulative and are in addition to all common law and statutory rights and remedies. The use of one remedy shall not be taken to exclude or waive the right to the use of another. Said remedies may be proceeded under simultaneously or successively.

18.02 Failure to pursue remedies

Any failure by the Co-op to terminate the Member's membership because of any breach by the Member of any of the provisions of the Occupancy Agreement or any extension of time granted to the Member for the payments of any amount due under the provisions of the Occupancy Agreement, shall not in any way be construed as a waiver of any of the Co-op's rights hereunder or as an implied future waiver or extension on any subsequent default by the Member.

18.03 Non-waiver of remedies

The failure of the Co-op to insist in one or more instances upon a strict performance of the Member of any covenant herein contained, or the failure of the Co-op to exercise any right or option herein contained, or to serve any notice, or to institute any action or proceeding hereunder shall not be construed to be a waiver or relinquishment for the future of such covenant, option or right, but, on the contrary, every such covenant, option and right shall continue and remain in full force and effect.

18.04 Waiver to be in writing

The receipt by the Co-op of any sum due by the Member, with the knowledge on the Co-op's part of any breach by the Member of any term, covenant or provisions hereof shall not constitute a waiver of the breach, and the Co-op shall not under any circumstances be considered to have waived any breach unless the waiver shall have been expressed in writing signed by two of the Co-op's officers pursuant to authority thereunder given by a resolution approved by the Co-op's Directors.

**19 Termination on abandonment**

19.01 Termination on abandonment

If the Member has abandoned the Unit, the Co-op may terminate the Member's membership under the Rules.

**20 Management of the Co-op**

20.01 Duty to pay

The Co-op shall pay insurance premiums on policies of insurance required to be held by the Co-op in accordance with this Occupancy Agreement, and shall pay the mortgage interest and principal amounts due and owing by the Co-op from time to time.

20.02 Management of Development

The Co-op shall maintain and manage the Development, keeping it and the grounds surrounding in good condition and repair, free from obstruction, and shall keep the passageways, roads, sidewalks and common grounds in good repair and order and well lighted.

### 20.03 Co-op to repair

The Co-op shall keep in good repair the foundations, walls, supports, roof, gutters, beams, pipes, electrical conduits and other equipment or machinery required for the proper operation and safety of the Development. The Co-op may, upon notice as herein required, enter into and upon any portion of the Unit for any of the purposes aforesaid.

## 21 **Insurance of Development**

### 21.01 Insurance by Co-op

With regard to insurance:

- [a] The Co-op shall keep the Development insured (except that this does not include insurance of personal property of the Member) against loss or damage by fire and other perils as the Directors in their discretion may determine.
- [b] In case any of the Development shall be partially damaged by fire or otherwise, the Co-op shall have the same repaired as speedily as possible at the Co-op's expense and in conformity with the plans and specifications on which the Development was erected, except as may be required by law or by Special Resolution of the members, and subject to the provisions of any mortgage charging the Lands.
- [c] In the case of destruction of all or substantially all of the Development by fire or otherwise, this Occupancy Agreement shall thereupon terminate. If the insurers shall elect to rebuild within a reasonable time, the Member shall be entitled to a replacement Unit in the rebuilt Development.

### 21.02 Damage appraisal

The Co-op shall have an appraisal made of any damage done to each Unit by reason of fire or otherwise. In repairing such damage it shall expend any insurance moneys

collected by the Co-op proportionately in accordance with the ratio shown by the appraisal, subject however, to the provisions of any mortgage charging the Lands and Development.

## **22 Right to Enter**

### **22.01 Entry for emergency**

If any Co-op employee or agent, including the Co-op co-ordinator or manager, or any Director determines that an emergency exists in or about the Unit and the Member cannot be immediately contacted to authorize entry to the Unit, then any Co-op employee or agent, including the Co-op co-ordinator or manager, or any Director may, and is hereby authorized by the Member, without notice, to enter the Unit to remedy the emergency.

### **22.02 Costs on emergency entry**

Any costs associated with the emergency, the entry or remedial measures shall be borne by the party or parties responsible, as shall be determined by the Directors and the costs to be paid by the Member shall immediately become due and payable by the Member to the Co-op upon written notice to the Member.

### **22.03 Entry for non-emergency**

Where an emergency does not exist, a Co-op employee or agent, including the Co-op co-ordinator or manager, or any Director shall enter the Member's Unit only if:

- [a] the Member consents; or
- [b] the Directors give the Member 24 hours' written notice that access is required for a reasonable purpose.



22.04 Definition of “reasonable purpose”

“Reasonable purposes” shall include:

- [a] entry to access, inspect, or repair structures or systems of the Development;
- [b] entry for the purpose of determining if the Member has ceased to occupy the premises or has otherwise abandoned same; and
- [c] entry for the purposes of showing the Unit to a prospective member.

22.05 Time of entry

Entries except in cases of emergency shall be between the hours of 8:00 a.m. and 9:00 p.m.

22.06 No refusal to enter Unit

The Member may not refuse entry to the Unit where Sections 22.01 to 22.05 apply.

**23 Serving Notices**

23.01 Service of notice by the Co-op or by the Member

The Co-op and the Member must serve any notices as required under this Occupancy Agreement in the manner set out in the Rules.

## **24 Limitation of Liability**

### **24.01 Liability limited**

The Member shall indemnify the Co-op against, and save the Co-op harmless from all liability, loss, damage and expenses arising from injury to persons or property caused by the failure of the Member or any person occupying or visiting the Member's Unit to comply with any provisions of this Occupancy Agreement, or done wholly or in part to any act, default or omission by the Member or any person occupying or visiting the Member's Unit.

## **25 Miscellaneous Provisions**

### **25.01 Part of the Rules**

This Occupancy Agreement is Schedule "A" to, and forms part of, the Rules of the Co-op and is binding on the Member and the Co-op.

### **25.02 Amendments to the Occupancy Agreement**

This Occupancy Agreement may only be amended or modified by a Special Resolution.

### **25.03 Interpretation**

Wherever the singular or masculine are used in this Occupancy Agreement, the same shall be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require. Where there are two or more members party hereto, all obligations to be performed by the Member shall be deemed to be joint and several.

25.04 Successors and assigns

The obligations in this Occupancy Agreement shall be binding upon the Member, the respective heirs, executors, administrators, and successors of the Member as if the same had been signed and sealed by the Member. This Occupancy Agreement shall be binding upon and enure to the benefit of the permitted assigns of the respective parties hereto and replaces in its entirety any agreement entered into heretofore with respect to occupancy and use of the Unit.