

Guelph Campus Co-operative By-Law No. 2: Housing By-Law

The GUELPH CAMPUS CO-OPERATIVE (the Co-op) was founded in 1913 as a democratically-run provider of goods and services to students. In the 1960s and 1970s the Co-op purchased houses and apartment buildings to create low-cost housing for University of Guelph students. We rededicate ourselves to these objectives and through this By-law reaffirm our commitment to the democratic principles of co-operation which are the foundation of the housing community of the Guelph Campus Co-op.

This by-law contains the rules under which the Co-op provides housing for its resident members, and the rights and obligations of both the Co-op and its resident members. *The Residential Tenancies Act (the Act)* regulates how the Co-op housing service is provided. Certain parts of the Act contain rules which are not included in the by-law.

Article 1: About This By-law, Schedules and Appendices

1.1 Housing is a Co-op Service

Housing provided by the Guelph Campus Co-operative is a service which is governed by the *Residential Tenancies Act*.

1.2 Occupancy Agreement

(a) The Occupancy Agreement, Schedule A, is part of the By-law. Members must sign it when their occupancy in Co-op housing begins. The Co-op and the members must obey this By-law and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.

(b) Some by-laws and agreements, such as the Performance Agreements, only apply to certain members. These members must obey them.

1.3 Priority of This By-law

(a) This By-law takes the place of or amends all previous by-laws of resolutions that deal with the occupancy rights and obligations of the Co-op and its members. Any future by-law can only amend this By-law if the future by-law states that it is doing so. No one can commit to anything dealing with occupancy rights except where they are authorized under this By-law. Any unauthorized commitment is not effective.

(b) Insofar as possible, the By-laws, policies and procedures of the Co-op shall not conflict with each other or with the *Residential Tenancies Act*.

- first, the *Residential Tenancies Act*
- second, the Articles of Incorporation
- third, the other by-laws of the Co-op
- fourth, this by-law

Article 2: Resident Members' Rights

2.1 Resident Members

A resident member is defined as being a member of the Guelph Campus Co-operative who takes residence in a Co-op owned, leased, or managed house, apartment building, or other building. When the word member is used in this by-law, it is understood to mean resident member.

2.2 Use of a Unit and the Co-op's Facilities

Resident members of the Co-op have the right to:

- live in their housing unit
- use their parking space if any, and
- use the Co-op's common facilities

Co-op by-laws and rules limit resident members' rights.

Article 3: Resident Members' Contributions

3.1 Participation and Payments

(a) Each resident member of the Co-op shall make the following contributions to the Co-op:

- participation in the Co-op community.
- the yearly membership fee set by the Board of Directors.
- monthly housing charge
- a one-time Capital Improvement Fund contribution of \$45.00.
- parking charges, if any.
- the member deposit, as per 3.2 (b), and
- other charges that resident members must pay under any of the Co-op's by-laws.

(b) The monthly housing charges are set by the Board of Directors and must comply with the *Act*.

(c) Resident members must pay their housing charges before the close of business on the first day of each month.

(d) The housing charge does not include the following costs to a resident member:

- telephone for a unit
- insurance on the resident member's personal property, and
- the resident member's personal liability insurance
- utilities for large appliances such as dishwashers, washer/dryers and air conditioners. The utility costs will be charged back to the unit at rates defined by Guelph Hydro as usual consumption.
- hydro for apartment units and houses

3.2 Resident Member Deposit

(a) Paying the Deposit

Resident members must pay a member deposit to the Co-op. Resident members must pay this deposit before moving into their unit, unless the Co-op allows them to pay it at another time.

(b) The Amount of the Resident Member Deposit

Resident members must pay a member deposit equal to the monthly housing charge.

(c) Adjusting the Resident Member Deposit

When there is a change in the monthly housing charge, the Co-op adjusts the amount of the member deposit. If the member deposit increases, members must pay the extra amount on the date decided by the Co-op. If it decreases, members will get a credit for the difference on future charges.

(d)Applying the Resident Member Deposit and Interest

The Co-op will apply the members deposit and interest on the month before the member leaves the unit permanently. Before applying the deposit the Co-op must inspect the unit and make arrangements with the departing member to make any repairs necessary or pay for any repairs necessary. If the member fails to fulfil their financial responsibilities and leaves owing money to the Co-operative for any of the following reasons:

- the member did not give enough notice
- the unit was not left in the condition stated in 5.9 of this By-law
- the member owes other money to the Co-op

The members account will be sent to collection.

(e) Interest on the Member Deposit

The Co-op shall pay interest on the member deposit as stipulated in the Act.

3.3 Other Charges

a) A resident member is responsible for and

must pay the Co-op for any extra costs, charge or expenses caused by:

- the resident member
- any person who is a part of the member's household, or
- any person that the member allows onto the Co-op's property.

This applies even if no Co-op by-law has been broken. The Co-op has the right to recover solicitor and client costs, as settled by the Co-op (the actual legal fees and costs) of any legal action that the Co-op takes to recover money owed to it or enforce its rights under the by-laws.

b) Resident members must pay any interest at the rate stipulated in the *Act*.

3.4 All charges are Housing Charges

Housing charges include all amounts that the Co-op charges to resident members.

3.5 Responsibility for Charges

(a)Per-Unit or Per-Person Basis

The Co-op calculates the monthly housing charge on either a per-person or per-unit basis. Such a designation shall be made prior to the unit being occupied by a resident member.

(1) In the case where a unit is designated as being per-unit (such as a one or two bedroom apartment), the Co-op calculates the monthly charge and the member deposit for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is whether or not they are members of the same family or household. If any person moves out of the unit, the remaining occupant(s) remain(s) responsible for all the charges which apply to that unit.

(2) In the case where a unit has been designated as being a per-person unit, the Co-op calculates the monthly charge only for each person who lives in the unit.

(b) Sharing expenses

Persons who share a unit can arrange to share expenses with the following conditions;

- The sharing arrangement does not limit the Co-op's rights
- one of the resident members in the unit must collect the payments and make one single payment to the Co-op, and
- they are each responsible for the full charges.

3.6 Participation

Members must attend general members' meetings and take part in the activities of the Co-op. The Co-op may set out the requirements for participation of members in a separate by-law, or in policy.

Article 4: Setting Housing Charges

4.1 Setting Housing Charges

The review and setting of housing charges is done annually. The manner in which such review and revision is undertaken shall be determined by the *Act*, this Article and in accordance with other By-laws of the Co-op and must be confirmed by the Board of Directors.

4.2 Existing Charges to Remain in Effect

Existing charges continue until new charges are approved.

4.3 Preparing the Housing Budget

Each year the Budget Committee in co-operation with Staff and the Board of Directors will prepare a housing budget for the next fiscal year for Board approval. The format and contents of this budget will vary according to the format and contents of the entire co-operative's budget.

4.4 Change and Date of Change in Housing Charges

Changes in Housing Charges are passed by a majority vote of the Board of Directors.

Any change in housing charges will not begin before 90 days of each member having been served the notice of change. Notice of the change in Housing Charges must be delivered within 14 days of the Board of Directors meeting which ratified the change.

Article 5: Use and Behaviour

5.1 Residences

Units can be used only as a private residence for members, their households, and other persons allowed by this by-law.

5.2 Nuisance

The Co-op is a community which includes all of the residents and employees. It is also part of the larger neighbourhood community. Members must not make or allow any noise, nuisance or any other act that reasonably disturbs or interferes with any members of these communities.

5.3 Illegal Acts

Within their unit, or on Co-op property, members must not commit any illegal act or break any agreement with any government authority. This includes breaking any municipal, provincial or federal law, or any by-law or regulation of any other authority such as the fire department.

5.4 Agreements

Members must not break any obligation the Co-operative has to any contractor or mortgager or insurer.

5.5 Privacy

Resident members have a right to privacy. The co-op may enter the unit without notice if

- 1) an emergency happens or appears to be happening
- 2) the member consents to entry at the time of entry
- 3) to show the unit to a prospective member where the co-op and/or the member have given notice of termination.
- 4) From time to time the Co-op may also enter any unit to carry out maintenance inspections.

These (excepting emergencies) and all other reasons for entering a unit require written notice of 24 hours and must take place between the hours of 8 am and 8 pm.

Anyone appointed to enter a member's unit must clearly announce in advance of entering the unit their presence and reason for entering.

5.6 Violence and Harassment

Residents or employees must not commit violence against another person or harass another person in the Co-op. This violence can be real or threatened. The violence and harassment can be physical, psychological, and or sexual and includes child abuse. The Co-operative has the right to terminate occupancy rights of individuals who commit such acts on the following grounds; termination for cause, illegal acts, termination for cause, reasonable enjoyment or termination for cause, act impairs safety.

5.7 Maintenance and Repair

(a) Cleanliness

Members must keep their units reasonably clean and neat. The units must meet the standards of cleanliness and maintenance set by health and other public health authorities.

(b) Alterations and Improvements

Members can make alterations or improvements including painting but only with the permission of the Co-operative

(c) Changing Locks

Members must not change their locks without written permission of the Co-operative. They must give the Co-operative a key to the new locks.

(d) Reporting Problems

Members must promptly report to the Co-operative any condition in their unit, equipment in their unit, or building which may cause damage to their building or unit or increase the costs of running the building or unit. This includes the operation of major appliances such as washing machines, dryers and air conditioners.

(e) Neglect of Responsibilities

Prior to occupying a unit the Co-op shall advise the member of their responsibilities as they relate to the unit and to the Co-op community. If the members do not carry out responsibilities as they are assigned within a reasonable time the Co-op can carry them out. These members must pay the Co-op for out-of pocket expenses and for the reasonable value of any employee time involved.

(f) The responsibility of the Co-op

The Co-op must keep all units, Co-op property, and all services and facilities of the Co-op in good repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy

(g) Appliances

The Co-op must provide each apartment unit or house with a stove and refrigerator in normal working order.

(h) Moving Out of a Unit

When members move out of a unit they must leave it clean and in good order. The *Members Rights and Responsibilities* policy attached to this By-law describes the process and condition in which the Unit must be left. Also see the Occupancy Agreement.

5.8 Acts of Others

Members are responsible for any act or failure to act of their households, guests or sub-letter. This includes any person they or their household, guests or sub occupant invite or allow on the property. Members may be evicted as a result of any such act or failure to act. Members will have to pay for any damages.

Article 6: Allotment of Units and Occupancy Rights

6.1 Resident Member Selection

Potential housing members must exhibit:

- a) A willingness to participate in the on-going development of the Co-op as a community;
- b) A willingness to participate in the on-going operations of the Co-op;
- c) a willingness to abide by the by-laws, agreements, policies, and rules set by the Co-op;
- d) A willingness to respect the human and civil rights of others, and generally live peaceably with fellow co-op resident members;
- e) That potential member is, or will be within 3 months, a student at the University of Guelph

6.2 Internal Waiting List

The Co-op shall maintain a waiting list of members in good standing, occupying units of the Co-op, who have indicated a desire to change their units. As suitable units become available, priority shall normally be given persons on the internal list before outside applicants.

6.3 Changes in Household Size

The number of persons in a member's household may change provided it does not exceed the maximum or minimum number of residents allowed by the unit. Prompt written notice of any changes must be made. If the new resident is not a member of the current residents family (i.e. Spouse or spouse equivalent, or other family member) then the new

resident must provide such information as required by the Co-operative including a credit check. *See Members Rights and Responsibilities policy.*

6.4 Damage by Fire, etc.

If there is damage (either major or minor) effecting units in the Co-op, the Board will examine the situation and propose a solution. The membership will be consulted regarding the issues and plans for accommodation.

Article 7: Occupancy by Members

7.1 Policy

a) In the Co-ops by-laws, household means:

- a member
- any other members living in the unit
- any persons under 16 living in the unit
- persons who have turned 16 and continue to live in the unit and
- any long terms guests approved by the Board.

The co-op does not consider anyone else as a part of the members' household. Other persons can live in the unit only as casual guests, or as sub occupants if permitted by this by-law. Members must not allow anyone other than the persons referred to above use their unit.

b) This by-law applies to a member unit.

The Co-op does not have to follow the procedures in this by-law when dealing with non-member units or non-residential spaces, if any.

7.2 Casual Guests

a) Members can have only a reasonable (according to the *Members Rights and Responsibilities Policy*) number of guests at any time.

b) Members must have the Board's permission to permit a guest to stay for an extended length of time for a single visit. In the case of a unit that has been designated a lodging house this length of time is two weeks. In an apartment unit this time is two months.

7.3 Long term Guests

a) The Board can allow members to have a guest for an indefinite period.

b) Members and their guests must sign a long term guest agreement.

c) The Board can cancel long-term status or change the terms of the long term guest status with ten written day notice. The Board decides when long-term guest status ends. There is no right of appeal.

7.4 Transfer of Occupancy Rights

Members cannot transfer their occupancy rights to anyone else.

7.5 Sub-Letting

a) If members want to leave the co-op temporarily, then they can allow someone else to occupy their unit as a sub-occupant. The members and all sub-letters must sign a sublet agreement approved by the Co-op.

b) Normally subletting can only last for 2-6 months, however under special circumstances the Board can allow a longer term.

c) As stipulated in the Act, the Co-op must have a good reason to refuse sublet.

7.6 No Profit

- a) Members must not profit, directly or indirectly, from sharing expenses with anyone using the unit.
- b) Members must not profit when they give up occupancy rights, or allow others to use their units.
- c) The Co-op can ask members to prove that they are not profiting from any arrangement with guests or sub-letters of their units.

7.7 Persons in Units that become Part of the Co-op

Persons who occupy units which become part of the Co-op can apply for membership. If they do not apply or are not accepted they will be tenants of the Co-operative.

7.8 Death of a Member

- a) If a member dies and no other members occupy the unit, the member's estate will be responsible for housing charges till the end of the second month after death. The estate must remove all of the member's possessions by the end of the second month after death.
- b) Non-members living in the unit after the member's death may apply for membership.

Article 8: Members Who End their Occupancy

8.1 Procedures

- a) If members want to end their occupancy in the co-op, they must give 60 days written notice. The member's right to occupy a unit ends at the end of their notice period.
- b) The members have full rights and obligations during the notice period. If members move out of the unit during the notice period they are still responsible for any outstanding obligations, financial and otherwise until the end of the notice period.

8.2 Membership Obligations

Members are required to renew their memberships annually

Article 9: The Co-op Evicts a Member

9.1 When the Co-op can Evict a Member

The board can evict a member when the member (or person the member allows on the property)

- Owes housing charges to the co-op
- Is consistently late in payment of housing charges
- Acts illegally on co-op property
- Interferes with quiet enjoyment of others
- Causes undue damage through wilful neglect
- Number of persons occupying the unit is in contravention of health, safety or housing standards as required by law.
- The member re-offends after termination notice and voiding of termination notice.

9.2 How the Co-op can evict a member

The Board must pass a resolution by majority vote to evict a member. Before passing a resolution to evict a member the board must give written notice to the member of the

meeting where the vote will take place. This notice must be served as specified in the *Residential Tenancies Act*. The member may speak at the meeting or have someone speak on their behalf. The decision of the Board is final. Notice of the Board's decision must be delivered to the resident within 5 days of the resolution being passed.

The Board of Directors reserves the right to pursue legal action and full compensation for damages as outlined in the act.

The remainder of the process is outlined in the *Residential Tenancies Act*. Copies of this act are available for member use at the office at 17 College Ave West or on the internet, <http://www.ltb.gov.on.ca>

9.3 Performance Agreements

a) The co-op can sign a performance agreement with the member. When the member and the co-op sign a performance agreement any outstanding resolution evicting the member will be cancelled. The Board must authorize performance agreements which exceed the equivalent of two months housing charges.

b) If the member breaks the performance agreement the board must start the process to begin the eviction again.

c) In dealing with non-members in a member unit the co-op must adhere to procedures as outlined in the Act. This means that an appeal to the Board of Directors and a resolution of the board is not required to begin eviction proceedings. Member in this case refers to a resident who purchases an annual membership. Should a resident not purchase an annual membership they are non-members and are treated as a tenant under the Act.

Article 10: Miscellaneous

10.1 Personal Information of a Member

a) All directors must keep confidential all matters considered by the Board or coming to the attention which are of a confidential and private nature.

b) Minutes pertaining to confidential issues must be kept in a secure place and not distributed with the regular minutes. Minutes with such additions must mention that confidential matters were discussed.

10.2 Serving Documents

The Co-op must serve documents as outlines in the *Residential Tenancies Act*.

10.3 Errors or Omissions in Procedures and Notices.

A minor error or omission in any action or notice given will not effect any notice given and will not effect any decision made by the Board and/or members. A member can accept any minor defect in the Co-ops procedures.

Guelph Campus Co-operative By-Law No. 2: Housing by-law enacted by the Board of Directors and confirmed by a vote at a meeting duly called for considering the By-Law held on the 18th day of November, 2003 and amendments enacted by the Board of Directors and confirmed by a vote of two-thirds of members present or represented at a meeting duly called for considering the By-Law held on the 24th day of September, 2007.