

**Schedules
and
Attachments**

Schedule A: Occupancy Agreement

Winkleigh Co-operative Housing Corporation

Names of members: _____

Unit address: _____

Date of occupancy: _____

Membership terms:

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

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

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

Signatures:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:
Title:

Date: _____

Name of member:

Date: _____

Name of member:

Appendix A: Member Charges

Winkleigh Co-operative Housing Corporation

Unit address: _____

Date of the charges in this form: _____

Full monthly housing charges	\$ _____
LESS housing charge subsidy (if any)	\$ _____
Monthly housing charges	\$ _____
Monthly Cable TV charges	\$ _____
Monthly Water Heater Rental Charges	\$ _____
Your total monthly housing charges are:	\$ _____
Your member deposit is:	\$ _____

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

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

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

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

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

Appendix B: Household Members

Winkleigh Co-operative Housing Corporation

Unit address: _____

Date of this form: _____

List the names of each member in the unit.

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

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

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

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

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

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

Date: _____ _____

Name of non-member occupant:

Date: _____

Name of non-member occupant:

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

Appendix C: Housing Charge Subsidy Terms
Winkleigh Co-operative Housing Corporation

Names of members: _____

Unit address: _____

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

Basic rules:

This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.

Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op’s Occupancy By-law.

This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.

Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.

The co-op members decide on the housing charges as stated in the Occupancy By-law. The co-op will reduce the household’s housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the co-op’s Housing Charge Subsidy By-law, if it has one, or other co-op by-laws or a combination of these.

Giving information:

Each of the members of the household must truthfully and completely give the co-op all information that is relevant to housing charge subsidy and must ensure that that information is accurate and complete at all times.

Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.

The household must report the following changes to the co-op within ten days after they happen:

- any change in any relevant document previously provided
- any change in income
- any change in assets
- any change in the source of income for any member of the household
- any change in household composition
- any change in immigration status if that is a government requirement.

The co-op will investigate the household's financial situation when it decides on the amount of housing charge subsidy and may do so at other times. All members of the household must give the co-op any information it requests for this investigation. This includes household income, household composition and any other relevant information. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.

- If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Ending subsidy:

Housing charge subsidy ends when the household has not occupied a unit in the co-op for more than six weeks. This period of time will be changed to meet any applicable government requirements. This applies whether or not the absence is permitted under co-op by-laws.

Housing charge subsidy can be ended if any member of the household does not give any information or proof that the co-op asks for. Housing charge subsidy ends if a member or anyone in the household breaks any term of the Housing Charge Subsidy By-law, if the co-op has one, or government requirements, or this Appendix or any other rules that apply.

Households that are overhoused must follow the applicable rules in the co-op by-laws and government requirements. Overhousing will be determined according to occupancy standards under co-op by-laws or government requirements.

If the household ever receives more subsidy than it should have because of a breach of co-op by-laws or government requirements or this Appendix or for other reasons, each household member must pay back the excess.

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

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

Signatures:

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of member: _____

Date: _____
Name of non-member occupant: _____

Date: _____
Name of non-member occupant: _____

Schedule B: Long-term Guest Agreement

Winkleigh Co-operative Housing Corporation

All members and the long-term guest must sign.

Names of members: _____

Names of long-term guest: _____

Unit address: _____

Start date: _____

End date: _____

Terms of agreement:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the End Date, the long-term guest agrees to leave the member's unit on or before the End Date. The long-term guest must have written permission from the co-op and the member to stay longer.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give the member a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.

7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*.
8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges. Any other payment is against the law.
9. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Signatures:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of long-term guest:

Date: _____

Print name of long-term guest:

Winkleigh Co-operative Housing Corporation

Date: _____
 By: _____
Print name:
Title:

Schedule C: Notice to Appear for Arrears

Winkleigh Co-operative Housing Corporation

To members: _____

Address of member unit: _____

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

The grounds for this are that you have failed to pay housing charges to the Co-operative. The amount owing is stated in this Notice. This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

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

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

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

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

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Housing charges owing: \$ _____ as of _____

Proposed termination date: _____

Attachments: Copy of Member Ledger as of _____

Other _____

Signature:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:

Title:

Schedule D: Notice to Appear

Winkleigh Co-operative Housing Corporation

To members: _____

Address of member unit: _____

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

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

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

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

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

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

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of termination:

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

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

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

Signature:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:

Title:

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

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

Schedule E: Board of Directors' Eviction Decision for Arrears
Winkleigh Co-operative Housing Corporation

Members: _____

Address of member unit: _____

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

Background:

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

Decision:

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

Reasons:

The board of directors made its decision because the member owed housing charges to the co-op on the date of the meeting. This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

Additional decision, if any:

Date of board meeting: _____

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

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

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

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

Signature:

Winkleigh Co-operative Housing Corporation

Date: _____ By: _____

Schedule G: Notice of Eviction Decision for Arrears
Winkleigh Co-operative Housing Corporation

To members: _____

Address of member unit: _____

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

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

Additional decision, if any:

Date of board meeting: _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

Signature:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:

Title:

Schedule D: Notice to Appear

Winkleigh Co-operative Housing Corporation

To members: _____

Address of member unit: _____

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

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

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

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

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

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

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of termination:

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

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

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

Signature:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:

Title:

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

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

Schedule F: Board of Directors' Eviction Decision

Winkleigh Co-operative Housing Corporation

Members: _____

Address of member unit: _____

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

Background:

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

Decision:

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

Reasons:

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

Additional decision, if any:

Date of board meeting: _____

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

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

Name of representative: _____

Kind of representative: Lawyer ___ Paralegal ___ Other _____

Termination date: _____

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

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

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

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

Signature:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:

Title:

Schedule H: Notice of Eviction Decision

Winkleigh Co-operative Housing Corporation

To members: _____

Address of member unit: _____

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

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

Additional decision, if any:

Date of board meeting: _____

Termination date: _____

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

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

(b) Summary of facts: _____

Signature:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:

Title:

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

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

Schedule I: Performance Agreement Arrears

Winkleigh Co-operative Housing Corporation

Members: _____

Address of member unit: _____

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

Date of board meeting: _____

Date of this Agreement: _____

Housing charges owing at date of this Agreement: \$ _____

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

The member

- Admits that the co-op is owed the amount of housing charges stated in this Agreement.
- agrees to pay the entire amount owing as follows:

- Agrees to make these payments to the co-op office by 4:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 4:00 p.m. on the next business day.
- Agrees to pay all monthly housing charges on or before the first day of each month from the date this agreement is signed.
- Agrees to make all arrears and monthly housing charge payments by certified cheque or money order or debit card (if available at the co-op). This will apply until all arrears are paid.
- Agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

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

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

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

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

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

Signatures:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____

Print name:

Title:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Schedule J: Performance Agreement

Winkleigh Co-operative Housing Corporation

Members: _____

Address of member unit: _____

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

Date of board meeting: _____

Date of this Agreement: _____

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

The member

- admits that the following is true: _____

- agrees to: _____

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

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

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

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

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

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

Signatures:

Winkleigh Co-operative Housing Corporation

Date: _____

By: _____
Print name:
Title:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

Schedule K: Pet Control Policy

WINKLEIGH CO-OPERATIVE HOUSING CORPORATION

To continue the privilege of pet ownership within the Co-op, pet owners are required to adhere to the following policies.

1. *There shall be no more than 4 dogs or 4 cats per household. And no more than any combination to a maximum of four.*
2. Pet owners may not permit their pets to create a nuisance or excessive noise inside or outside their residence that will cause a disturbance to any other member.
3. All pets must be restricted within the boundaries of the front or back yard when outside the unit, except when accompanied by a member. Dogs and cats must be on a leash when on the common areas of co-operative property. Pets may not be left outside the unit for periods of more than two hours at a time.
4. Exotic pets are permitted if they are allowed under the municipal by-laws.
5. Animal Control may be called to deal with any animals found wandering loose in the Co-op.
6. *Neither cats nor dogs are permitted to roam free in any common areas of the Co-op.*
7. Pet owners must immediately clean up any mess created by their pets whether within their unit, on the grounds attached to their unit or in any common area of the Co-op.
8. *Members having more than 3 written complaints regarding their pets will be asked to come before the Board of Directors.*
9. *If the member continues to be in violation of the pet policy and since one of the mandates of the Co-op is to maintain a comfortable environment, the Board can request that the pet(s) be removed permanently from the Co-op property.*

This revised policy was recommended by the Board of Directors at a meeting held on:

Date: **July 30, 2013**

President P. Bess Pam BESS
Secretary Adeana Sterling ADEANA STERLING . 2/11/14

Approved at a meeting of the Members held on: November 26, 2013

Schedule L: VEHICLE CONTROL POLICY

Winkleigh Co-operative Housing Corporation

Since the purpose of Winkleigh Co-operative Housing Inc is to provide affordable housing in a comfortable environment for its members, vehicles must not be allowed to create a nuisance or a hazard for the members. For the purposes of this policy, the term “vehicle” shall be construed to include cars, vans, trailers, tent trailers boats on trailers and all such four-wheeled conveyances and motorcycles.

- 1) Vehicles may not be parked on any route designated as a fire route or as a no Parking route this includes laneways
- 2) Vehicles may not park on grassy areas or walkways.
- 3) Vehicles of long-term guests must be registered with the Board of Directors when notification is given regarding identities and length of stay of guests, and will be included in the stated unit allotment of cars. Vehicles of long-term guests must be registered with the Board of Director when notification is given regarding identities and length of stay of guests, and will be included in the stated unit allotment of cars if Vehicles not licensed or insured are parked in the common parking area the Co-op does have the authority to tow the vehicles after giving 96 hours written notice. Towing will be at the member in violation’s expense.
- 4) Speed Limit is 10kms per hour
- 5) Only minor maintenance of vehicles may be performed on co-op property. Major repairs such as motors, transmissions, or bodywork may not take Place on the co-op property.
No car repairs are to be done in visitor parking unless it is an emergency repair.
Oil spills should be cleaned up immediately
- 6) All vehicles driven or parked on co-op property will be licensed and insured to The same standards as required for operation on municipal roads or highways
Vehicles not in running order must be parked in the member’s driveway or garage. They may be parked in the driveway for a maximum of 90 days. After 90 days these Vehicles will be towed and removed from the Co-op property. No written Notice regarding towing will be given after the 90 day period.
No vehicle may be kept on Co-op property for the purpose of re-sale, (members May not operate as car dealers, either formally or informally) using Co-op Property.

- 7) All vehicles that are non-operational must be parked in a member's garage. Any member that does not have a garage may park their non-operational Vehicle in their designated parking spot only.
- 8) There are no designated parking spots, with the exception of any marked handicapped spaces if designated.
no more than **TWO VEHICLES PER HOUSEHOLD** may be kept on the Co-op property unless another household has given up their spot in writing and the permission letter has been given to the office administration.
- 9) Any vehicle in contravention of the Dangerous Goods Act or City By-Laws regarding hazardous or dangerous materials is prohibited.
- 10) Any vehicle containing accessible materials or tools that the Board of Directors considers dangerous to any member or their children is prohibited.
- 11) Commercial vehicles greater than 1 Ton may not be parked on Co-op property.

SCHEDULE M: DIRECTOR IN ARREARS

Winkleigh Cooperative Housing

BE IT ENACTED as a by-law of Winkleigh Co-operative Housing as follows:

1. No one who is in arrears of housing charges or is behind in their financial obligations to the Co-op for any reason can be a director of the Co-op.
2. All directors must pay their housing charges or other money due to the Co-op in full and on time. If a director is in arrears, the Co-op will give the director written notice of this. The director will have 14 calendar days after the notice is given to pay the arrears in full. The director will automatically cease to be a director at the end of the 14 days if they have not paid the arrears in full, whether or not a repayment or performance agreement has been signed.
3. If the director disputes the amount owing, the director can
 - (a) Pay the full amount set out in the arrears notice and remain on the Board until the Board reviews the matter. If the Board finds that there was an error in the notice, the Co-op will refund to the director the excess amount paid;
 - (b) Give the Co-op written notice of the dispute by the earlier of the beginning of the next scheduled board meeting or the end of the 14-day notice period. The Board will review the matter at its first meeting after receipt of the director's notice. It will decide on the facts whether the amount in the notice was correct. The Board's decision will be final. If the Board finds that there are arrears of any amount, the member will cease to be a director right after the Board makes its finding, unless the full amount due is paid at that time. If the Board does not review the matter or does not make a finding, the notice will stand and the director will cease to be a director at the end of that meeting.
4. The written notice to the director can be given in the form attached to this By-law, but an ordinary arrears notice or any other written notice will also start the 14-day period. The notice will be given by the senior staff person or the person who normally gives arrears notices to members. Prior approval from the board is not needed.
5. This By-law will have priority over the other by-laws of the Co-op.

PASSED by the Board of Directors and sealed with the corporate seal of Winkleigh Co-operative Housing on March 26, 2013.

President

Pam Bess

Secretary

Adeana Sterling c/s 2/11/14
ADEANA STERLING

CONFIRMED by at least two-thirds of the votes cast at a general meeting of the members of Winkleigh Co-operative Housing on April 30, 2013.

President

Pam Bess

Secretary

Adeana Sterling c/s 2/11/14
ADEANA STERLING

Winkleigh Co-operative Housing Corporation

Unit 56 - 960 Limeridge Road East

Hamilton, Ontario, L8W 2C4

Tel: 905-385-7819 Fax: 905-385-4144

winkleigh@quickclic.net

**14-Day Notice to
Director in Arrears**

TO:

Our records show that at the date of this notice you owe the Co-op \$0.00. Under the Co-op's By-laws, you have up to 14 calendar days from the notice date to pay this amount in full. If after 14 days any amount remains unpaid, you will no longer be a member of the Board of Directors. Please note that having a repayment or performance agreement, or asking for one, will not allow you to remain on the Board.

A copy of the by-law concerning director arrears is attached to this notice or available from the Co-op. It explains what to do if you believe the amount in this notice is not correct. For more information about the amount owing or to make arrangements to pay it, please see the Co-op's administrator.

Signature

Name

Title

Date

Attachment A: Summary of Time Requirements and Examples

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

Business day

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

Example: September 1, 2013 is a Sunday.

Monday, September 2, 2013 is a public holiday—Labour Day.

Housing charges are due on Tuesday, September 3, 2013—the first business day in September.

Budget

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

Example: Budget meeting is June 16, 2014.

Last day to deliver a copy of the budget is June 11, 2014.

Changed housing charges

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

Example: Budget meeting is June 16, 2014 and members approve a change.

July is the first month after the decision.

August is the second month after the decision.

Therefore, housing charge change takes effect on September 1, 2014. Changed housing charges apply for September.

Notice of entry

5.2(b) 48 hours notice is required. A time range can be given (5.2(d)).

Example: Plumber to arrive at 8:00 a.m. on Monday, June 16, 2014 to work on several units; will be there for a week.

Notice must be given by 8:00 a.m. on Saturday, June 14, 2014. Notice can cover the whole week to June 20, 2014.

Showing unit

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

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

Year

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

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

Change in household size

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

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

Withdrawing from co-op

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

Example: Member wants to withdraw from co-op effective June 30, 2014.
Notice must be delivered to co-op office on or before May 1, 2014.

- 30 days in May (not counting May 1).
- 30 days in June (counting June 30).
- Total 60

Example: Member wants to withdraw from co-op effective August 31, 2014.
Notice must be delivered to co-op office on or before July 2, 2014.

- 29 days in July (not counting July 2).
- 31 days in August (count August 31).
- Total 60

10.2 (c) Special counting rules for February and March.

Example: Member wants to withdraw from co-op effective February 28, 2014 (or 29th in a leap year).

Notice must be delivered to co-op office on or before January 1, 2014.

Example: Member wants to withdraw from co-op effective March 31, 2014.

Notice must be delivered to co-op office on or before February 1, 2014.

Death of a member

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

Example: Member dies on March 15, 2014.

Month after March is April.

Rights and responsibilities end on April 30, 2014.

Notice to Appear for arrears

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

Example: May 1, 2014 is a Thursday.

Housing charges are due on May 1, 2014.

May 3 and 4 are Saturday and Sunday.

Fifth business day is Wednesday, May 7, 2014.

Delivery of Notice to Appear to member

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

Example: Board meeting is Monday, June 16, 2014.

Last day to give notice to member is June 6, 2014.

Proposed termination date in Notice to Appear

11.7(b) or 12.2(d) 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

Day to put in notice is Thursday, June 26, 2014.

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

12.2(d) 20 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

Day to put in notice is Sunday, July 6, 2014. (It can be a non-business day.)

Delivery of notice of board eviction decision to member.

13.1(e) Within 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

Last day to deliver to member is Thursday, June 26, 2014.

Member breaks performance agreement or condition in eviction decision.

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

Example: Board meeting is Monday, June 16, 2014.

Notice is given to member on Tuesday, June 17, 2014.

First day to take legal action or other steps is Friday, June 27, 2014.

Appeal to membership

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

Example: Notice of eviction decision given on Monday, June 16, 2014.

Last day to deliver appeal notice is Monday, June 23, 2014.

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

Example: Notice of appeal received on Monday, June 23, 2014.

Earliest day for members' meeting is Monday, July 7, 2014.

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

Example: Members' meeting is Tuesday, July 8, 2014.

Termination date is Thursday, July 10, 2014.