

Beaver Creek Housing Co-op (Waterloo) Inc.

Bylaw No. 8: Occupancy Bylaw

A Bylaw which contains the rights and obligations of the Co-operative and its members.

This Bylaw contains the rules under which Beaver Creek Housing Co-operative (Waterloo) Inc. (herein after called the “Co-op”) is organized. The Ontario Co-operative Corporations Act (the “Act”) regulates the Co-op. Certain parts of the Act contain rules which are not included in this Bylaw. Members should refer to the Act when questions come up.

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Article 1: About This Bylaw, Schedules and Appendices

1.1: Priority of this Bylaw

1. This Bylaw takes the place of or amends all previous Bylaws or resolutions that deal with occupancy rights and obligations of the Co-op and its members. Any future Bylaw can amend this Bylaw only if the amending resolution states that it is doing so. No-one can commit to anything dealing with occupancy rights except where they are authorized under this Bylaw. Any unauthorized commitment is not effective.
2. If there is a conflict between documents, the following will govern in the order in which they appear:
 - First, the Act
 - Second, the Articles of Incorporation
 - Third, Bylaw # 11, A special irrevocable bylaw
 - Fourth, this Bylaw
 - Fifth, Bylaw #7 , the Organizational Bylaw
 - Sixth, other Bylaws
 - Seventh, occupancy related policies
 - Eighth, organizational related policies; and
 - Ninth, procedures

1.2: Occupancy agreement

1. The Occupancy Agreement, Schedule B, is part of this Bylaw. Members must sign it when their membership in the Co-op begins. The Co-op and its members must obey this Bylaw and the Occupancy Agreement even if a particular member has not signed an Occupancy Agreement.
2. Some Bylaws and agreements, such as performance agreements, apply only to certain members. These members must obey them.

1.3: Non-member occupants

This Bylaw applies to residents of the Co-op who are members. If the Co-op has tenants, (on a commercial or a residential basis) who are not the responsibility of a member, the Co-op will use the appropriate legislation in dealing with these tenants.

Article 2: Members' Rights

2.1: Use of unit and the Co-op facilities

1. Members of the Co-op and the co-occupants of their units have a right to:
 - (a) exclusive and sole possession of their unit
 - (b) exclusive use of their parking space; and
 - (c) use of the Co-op's common facilities.
2. Co-op Bylaws and rules limit how members may use their unit, parking space and common facilities.

2.2: Quiet enjoyment

Members must exercise their rights to live in their units and use the common facilities in a quiet and non-destructive manner.

Article 3: Members' Contributions

3.1: Participation and payments

Each member must make the following contributions to the Co-op:

- (a) participation
- (b) the membership fee of \$15.00 (per member) payable on move-in.
[approved Oct/08 AGM]
- (c) member loan (per household)
- (d) monthly housing charge (per household)
- (e) parking charge (per household, if applicable); and
- (f) additional charges as a result of this and other Bylaws

3.2: Participation

Members are expected to contribute volunteer time to the Co-op. This is done by:

- (a) Attending General Meetings. Failure to attend 2 consecutive General Meetings may result in the eviction according to the rules set out in this Bylaw. Members may be excused from attending a General Meeting because of illness, duties of their employment, or other cause beyond their control, or if they are excused by the Board.
- (b) Contributing some voluntary time to its Board, Committees or in other areas of the running of the Co-op. This does not include maintaining a member's own unit.

3.3: Charges

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

Article 3: Members' Contributions

3.4: Monthly Housing Charge

1. Each member of the Co-op must pay housing charges. Housing and parking charges must be paid on the first day of each month.

The monthly housing charge does not include:

- (a) telephone
 - (b) personal property and liability insurance
 - (c) electricity
 - (d) gas heating; and
 - (e) cable TV
2. Co-op members must decide what the monthly housing and parking charges will be at a General Meeting.
 3. Co-op members must maintain their utilities until the termination of their membership and occupancy rights in order to protect the unit from damage.

[approved AGM Oct.5/03]

3.5: Additional Charges

1. A member is responsible for and must pay the Co-op for any extra costs, charges or expenses caused by:
 - (a) the member
 - (b) any person who is part of the member's household; or
 - (c) any person that the member allows onto the Co-op's property.
2. This applies even if no Co-op Bylaws are broken.
3. Additional charges include:
 - (a) returned cheque charges; and
 - (b) collection charges and legal fees
4. If such charges or expenses are a recurring event, the member's monthly housing charge will be adjusted accordingly.
5. Members must pay interest on any housing charges or other amounts owing to the Co-op. This interest rate equals that set by the Board or the prime interest rate set by the Bank of Canada, whichever is greater.
6. Member must pay all fines which are owed to the Co-op, as set out in the Bylaws or in the Schedules to the Bylaws.

Article 3: Members' Contributions

3.6: Responsibility for Charges

1. Per unit basis: The Co-op calculates the monthly charge and the member loan for each unit as a whole. If more than one adult occupies a unit, they are each responsible for the full charges. This is so whether or not they are members of the same family or household. If any person moves out of the unit, the remaining occupants remain responsible for all the charges which apply to that unit.
2. Sharing expenses: Persons who share a unit can arrange to share expenses with the following conditions:
 - (a) the arrangement does not limit the Co-op's rights
 - (b) one of the members in the unit must collect the payments and make one single monthly payment to the Co-op; and
 - (c) they are each responsible for the full charges.

3.7: Compensation

The Co-op will not pay compensation to any member who has given up possession of a unit except for money owed to the member by the Co-op

3.8: Housing Charge Subsidy

1. Rules regarding subsidy are stated in Bylaw #9 (“Subsidy”), and in this article.
[Sept 2017]
2. The housing charge paid by a member receiving subsidy can be increased or decreased based on income and assets. The Co-op can make retroactive adjustments if the income is misrepresented or not reported.
3. Members must give the Co-op any information it needs to investigate matters relating to housing charge subsidy. The Co-op can obtain credit information from any credit agency or from other organizations or persons who have such information.
4. All information relating to housing charge subsidy will be kept confidential, except where stated in the Co-op's Bylaws.

Article 3: Members' Contributions

3.9: Member Loan

1. Each household shall pay to the Co-op prior to moving into their unit a member loan equal to the current housing charge for the unit.
2. If there is any change in the monthly housing charges, there shall be no adjustments to those loans already paid by existing members.
3. If the member(s) move(s) to a unit of a different size, the member loan will be adjusted as follows. If the member(s) move(s) to a larger unit, they shall pay to the Co-op an amount equal to the difference between the current housing charges for their former and current units. If the member(s) move(s) to a smaller unit, the Co-op will refund an amount equal to the difference between the current housing charges for their former and current units.
4. Thirty days after the member(s) move out, an amount equal to the current housing charge will be refunded, less any outstanding charges, cleaning or maintenance determined to be the member's responsibility.
5. The member loan shall not bear interest.
6. The member loan may not be used to pay the last month's housing charge.

Article 4: Setting Housing Charges

4.1: Approval of Housing Charges

1. Monthly housing and parking charges can be set only by a majority vote of the members at a General Meeting. Members must do this at least once a year. Housing Charges are set according to this Bylaw and other Beaver Creek Bylaws.
2. Existing charges continue until the members approve a change. The members may approve changes that are different from those proposed in the budget.

4.2: Operating Budget

1. Each year, the Board or a Committee will prepare a budget for the next fiscal year. The members will consider the proposed budget at a General Meeting during which the budget is presented.
2. The budget must contain:
 - (a) total expected cost of operating the Co-op
 - (b) charges proposed for each unit; and
 - (c) total expected income

4.3: Timing of Budget Meetings

1. A General Meeting to approve the proposed budget must be held at least 90 days before the end of the current fiscal year. If the budget is not approved at that meeting, a second meeting must be held at least 75 days before the end of the current fiscal year.
2. Notice of the meeting must be given as the Act and the Bylaws require. A copy of the proposed budget and housing charges for each type of unit must be given to each member at least 5 days before the meeting.
3. The budget must be approved at least 75 days prior to the end of the current fiscal year.

Article 4: Setting Housing Charges

4.4: Mid-year Change in Housing Charges

1. During the course of the fiscal year, the Board may revise the budget in consultation with the Finance Committee. The role of the Finance Committee is advisory; budget revisions are made by the Board. *[Feb/2011]*
2. All revisions to the budget must be minuted and reported to the next General Members' meeting. The Board will prepare a budget or statement showing the reason for the change. *[Feb/2011]*
3. If the budget revisions result in a change in housing charges, the revised budget and housing charges must be approved by the members in a General Meeting. The revised budget must contain the items specified in Article 4.2.2 of this Bylaw. The notice must be given as stated in Article 4.3.2 of this Bylaw. *[Feb/2011]*

4.5: Date of Change of Housing Charges

Members must be given at least seventy days notice of any change in housing charges unless the members decide by a 2/3 majority vote at a General Meeting on a different date for the new charges to begin, including an earlier date.

Article 5: Use and Behaviour

5.1: Residence

Units can be used only as private residences for members, their households and other persons allowed by this Bylaw.

5.2: Nuisance

The Co-op is a community which includes all 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 unreasonably disturbs or interferes with any other member 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 Bylaw or regulation of any other authority such as the fire department.

5.4: Rules and Regulations

The Schedules attached to this Bylaw set out the rules and regulations of the Co-op. These Schedules can only be amended by a 2/3 majority vote at a General Meeting.

5.5: Privacy

1. Members have the right to privacy. The Co-op must not enter a unit without the member's permission unless an emergency happens or appears to be happening or proper notice has been given.
2. After giving 24 hours notice, someone appointed by the Board can enter the member's unit, at any reasonable time, for:
 - (a) maintenance inspections, regular or special
 - (b) maintenance repairs or renovations; or
 - (c) any other reason which the Board decides.
3. After giving 24 hours notice, the Co-op can enter the member's unit to show it to a prospective occupant at a reasonable time. The Co-op can do this if:
 - (a) the member has given the Co-op written notice of withdrawal from membership and occupancy
 - (b) the Co-op has given notice of a Board decision to evict the member, unless the member has appealed the decision. If the appeal is confirmed the Co-op may enter the unit as described in this Article.

Article 5: Use and Behaviour

5.6: Maintenance and Repair

1. Members must keep their units reasonably neat and clean. The units must meet the standards of cleanliness and maintenance set by health and other public authorities. Members who damage Co-op property are responsible for its repair. It is understandable that a unit will gradually show the effects of normal wear and tear. *[Feb/2011]*
2. If a member damages Co-op property, either wilfully or through neglect, the member must repair the item(s) to the Co-op standard, as determined by the Maintenance Committee.
3. Members must obey the Maintenance responsibilities that are part of this Bylaw.
4. Members cannot make alterations and improvements without written permission from the Maintenance Committee or the Board. Members cannot alter or change their locks, without permission from the Maintenance Committee or the Board. *[Feb/2011]*
5. Members must promptly report to the Co-op any condition in their unit, the equipment in their unit, or their building, which may cause damage to their unit or their building.

If members do not carry out any responsibilities connected with maintenance or repair in a reasonable time, the Co-op can carry them out. Those members must pay for the cost of the repair. The costs will be assessed as follows:

- a) full costs of repairs, including all labour costs
 - b) full replacement costs, including labour costs, pro-rated to the life span of the item
6. The Co-op must keep all units, Co-op property, and all services and facilities of the Co-op in a good state of repair and fit for habitation. It must make sure that it meets all the legal standards of health, safety, maintenance and occupancy.
 7. The Co-op must provide each unit with a stove and refrigerator in normal working order.
 8. When members move out of their unit, they must leave it clean and in good order.

5.7: Acts of Others

Members are responsible for any act or failure to act of their household or guests. This includes any person they, or their household or guests invite or allow onto Co-op 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

6.1: Internal Waiting List

1. The Co-op will keep an internal waiting list of members who want to move to another unit in the Co-op. When units come available, members on the internal waiting list will usually be given priority, according to procedures adopted from time to time by the Board. *[approved Oct/07 AGM]*
2. However, the Board can:
 - (a) suspend internal moves *[approved Oct/07 AGM]*
 - (b) change the order on the internal waiting list
 - (c) change the order on the external waiting list; and
 - (d) give a person on the external waiting list priority over someone on the internal waiting list.

These exceptions can be made only if there is good reason to do so.

6.2: Membership Policy

The Co-op will use Schedule A of this Bylaw to allocate units to new members and to those moving internally.

6.3: Security of Tenure

1. A member who has lived in the Co-op for at least 3 years without a change in household size will have the right to stay in that unit even if her/his household size changes. In exceptional circumstances, the Board can give this right to members who have lived in the Co-op for less than 3 years.
2. This right may be limited by provisions in Bylaw No. 9 (Subsidy). *[October 2017]*

Article 6: Allotment of Units

6.4: Change in Household Size

1. The Co-op occupancy standard is stated in the Membership Policy.
2. If:
 - (a) a member no longer has a family size appropriate to their unit and
 - (b) the member has lived in the Co-op for less than three years
the Board can:
 - (c) evict the member; and
 - (d) suspend the eviction if the member agrees to a Performance Agreement containing the following provisions:
 - (i) the member will be placed on an internal waiting list for a unit of appropriate size; and
 - (ii) the member must accept the first available unit
3. Article 10 of the bylaw describes the rules and procedures for evictions and performance agreements.
4. Bylaw No. 9, Schedule A (Housing Charge Assistance Procedure) deals with over-housing issues in regard to members receiving subsidy. *[October 2017]*
5. For the purposes of this article, a 2-bedroom apartment shall be considered a 1-bedroom unit. That is, a single person may occupy a 2-bedroom apartment and will be considered to have a family size appropriate to their unit. *[October 2015]*

6.5: Expropriation

1. When either a whole or part of a unit is taken over by expropriation, members' occupancy rights against the Co-op end on the date the takeover is final.
2. Members cannot profit from the takeover. This does not include compensation from the expropriating authority for disturbances or moving expenses. Members must pay any other compensation to the Co-op. The Co-op has the right to take any necessary action to obtain that compensation. This includes the right to sue or make any other claim in the name of the member.
3. Members whose units are being expropriated will be placed at the top of the internal move waiting list for a suitable unit. The member must accept the first suitable unit offered.

Article 6: Allotment of Units

6.6: Damage by Fire, etc.

1. If there is minor damage to a unit because of fire or other disaster, the Co-op will repair the unit as quickly as possible. There will be no reduction in housing charges.
2. If the damage is major, and the Board decides that it is not worth repairing the unit, the member's occupancy rights will be terminated. Housing charges are due up to the day before the damage.
3. If the Co-op intends to repair the unit that is no longer habitable, then
 - (a) The member's occupancy rights will be suspended until the unit is repaired
 - (b) Housing charges are due up to the day before the damage
 - (c) The member will be placed at the top of the internal waiting list for a suitable unit. The member must accept the first unit offered.
 - (d) The member will have the right to re-occupy the damaged unit once it has been repaired. This applies only if the member has not accepted another unit in the meantime.

Article 7: Occupancy by Members

7.1: No Strangers

When a Unit has been allocated to a member or members, no person other than the member or members may occupy the Unit except as provided in this Article.

7.2: Persons Sixteen Years of Age

If a person who is part of a member's household turns 16, that person may apply for membership in the Co-op, as stated in Bylaw 7, Article 3.2

7.3: Guests

1. Guests are visitors to the Co-op who stay for a short period of time.
2. Members must notify the Co-ordinator if they will have a guest for 3 weeks or longer.
3. Members must have the Board's permission to permit a guest to stay longer than six weeks.
4. If the Board refuses permission, the guest must leave the Co-op by the date set by the Board.

7.4: Live-in Caregiver

If a member has a live-in caregiver, the member must notify the Co-ordinator, for the Board's approval of the arrangement and of how long the caregiver is expected to stay. The Board must approve the arrangement. The caregiver has no membership rights, and must leave the Co-op if the Board asks.

7.5: No Profit

Members must not profit, directly or indirectly, from sharing expenses with anyone using their unit. When members occupying a unit share expenses, each member must pay their fair share.

7.6: Extended Leave

If a member leaves the Co-op for more than 12 months they must withdraw from membership.

7.7: Subleasing

The Co-op does not permit subleasing of a unit.

Article 8: Liability and Insurance

8.1: Co-op Liability

The Co-op is liable for damage caused by the Co-op or its employees to members, their families, or their property. This includes damage caused by defects in the buildings, or by equipment that is owned or rented by the Co-op.

8.2: Co-op Insurance

The Co-op will ensure that it has adequate insurance coverage. This includes:

- (a) Fire and property insurance, as required by the mortgage holder
- (b) Insurance for equipment
- (c) Public liability insurance
- (d) Bonding of employees and directors

8.3: Members' Liability

Members are liable for any damage that they cause to their units or Co-op property. Members are also liable for damage caused by their family, guests or visitors. Damage does not include normal wear and tear. *[Feb/2011]*

8.4: Members' Insurance

Members are responsible for obtaining insurance to cover personal property and personal liability insurance.

Article 9: Termination of Occupancy by Member

9.1: Giving Notice

1. If members want to end their occupancy in the Co-op, they must give at least 60 days written notice, except when the notice period includes the month of February, as shown in the table below. The notice period must end on the last day of the month. When calculating the correct day to give notice, start counting on the day after the notice is delivered. If the member can give more than 60 days notice that would always be beneficial to the Co-op.

To end your occupancy on this date	You must deliver the notice on or before this date
January 31	December 2
February 28 or 29	January 1
March 31	February 1
April 30	March 1
May 31	April 1
June 30	May 1
July 31	June 1
August 31	July 2
September 30	August 1
October 31	September 1
November 30	October 1
December 31	November 1

[October 2015]

2. The members' right to occupy their unit ends at the end of the notice period.
3. Members cannot withdraw a notice without the Board's consent. The Board can refuse to allow the member to withdraw notice. Members cannot appeal the Board's decision.
4. Members have full rights and obligations during the notice period.
5. If members vacate their unit early, they are still responsible for any outstanding obligations until the end of the notice period.
6. If a member gives less than the required notice of termination, the termination will still be effective. The termination date will be 60 days after the notice is given. If that is not the last day of a month, the termination date will be the last day of that month.

For example, if a member gives notice on April 2 intending to end their occupancy on May 31 that notice will be effective even though it is late. 60 days after April 2 is June 1, so the termination date will be June 30. *[October 2015]*

Article 9: Termination of Occupancy by Member

7. Any items left behind after the member(s) vacate the unit under the provisions of this section become the property of the co-op. The co-op can sell, retain or dispose of them without liability to anyone. Any costs for disposal can be charged to the former member. *[October 2015]*

9.2: The Co-op takes Possession of a Unit

If the Co-op needs to get possession of a unit of a member who has given notice, the Board can follow the procedures as stated in the Act or take any other action. It can do this before or after the day on which the member's notice stated. In this case, the Board does not have to follow the procedures in Article 10 of this Bylaw.

9.3: Withdrawal from Membership

A notice to end occupancy will also be considered a notice of withdrawal from membership. Any withdrawal from membership without ending occupancy will not be valid.

9.4: Vacant Unit

If a unit is vacant, the Co-op can take possession. The member's occupancy and membership rights end on the day that the Co-op takes possession.

9.5: Members who no longer live in the Co-op

This article applies when a member ceases to live in the Co-op as a principal residence.

It will be considered that the member has given notice to withdraw from membership on the first day the member no longer lives in the unit. The member's occupancy rights also end on that day.

Article 9: Termination of Occupancy by Member

9.6: Death of a Member

[March 25 2018]

(a) Membership and occupancy rights end

If a member dies, that person's membership and occupancy rights end on the date of death.

(b) If no other members occupy the unit

If no other members occupy the unit, the member's estate will be responsible for housing charges for the month in which the member died and the following month. The estate must remove all of the member's possessions by the end of that time. The estate and the co-op can agree in writing to a different date to end housing charges and to remove possessions. If possessions are not removed by the time required under this paragraph, or by the time agreed to by the estate and the co-op, the co-op can remove and dispose of them without liability to anyone.

(c) If children of members occupy the unit

(i) Minors

If only a minor child or children remain in a unit after the death of a member the assigned guardian or parent of said child or children may apply for membership, and if approved they may be allocated the unit without being placed on a waiting list and without following the unit allocation process.

(ii) Adult Children

Any adult child that remains in a unit after the death of a member may apply for membership. If their application for membership is approved by the Board they may be allocated the unit without being placed on a waiting list and without following the unit allocation process.

(d) If other members occupy the unit

If other members occupy the unit at the date of death, they must give the co-op written notice of the death.

(e) Approved long-term guests

A long-term guest can apply for membership under this paragraph if

- the guest occupied the unit at the time of the member's death,
- the occupancy by the guest was approved by the board, and
- no other member occupied the unit at the time of the member's death.

A guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 6.4 (Change in Household Size) of this bylaw if that section applies. The guest will not receive the member's housing charge subsidy, but might be able to apply under the co-op's Subsidy Bylaw, and Housing Charge Assistance Procedure. If a guest does not apply for membership or the application is rejected, the board can evict the guest without using the procedures in Article 10 (Eviction by the Co-op) of this bylaw.

Article 9: Termination of Occupancy by Member

(f) Accessible units

This section applies if:

- the person who dies was living in an accessible unit, and
- no members of the remaining household (including an assigned parent or guardian per section (c) and/or approved long-term guests per section (e)) qualify for an accessible unit.

In this case the resulting household must move to the first non-accessible unit appropriate to their household size that becomes available no sooner than six months after the end of the month in which the death occurred.

Article 10: Eviction by the Co-op

10.1: When the Co-op can Evict a Member

The Board can evict a member if the member:

1. owes housing charges to the Co-op at the time of the Board meeting
2. has been repeatedly late in paying housing charges
3. has repeatedly failed to participate in the Co-op, as stated in Article 3.2 of this Bylaw
4. has repeatedly interfered with the rights of other members, as stated in Article 5 of this Bylaw
5. has repeatedly failed to fulfil their maintenance responsibilities, as stated in the Maintenance policy
6. has broken other Bylaws in a way that the Board considers serious;
or
7. has behaved in such a way that detracts or threatens the ongoing development of the Co-op community

10.2: How the Co-op can Evict a Member

1. The Board must pass a resolution by majority vote to evict a member. The Board can base its resolution on the model in Schedule F1 (for arrears) or F2 (for other reasons) of this Bylaw. The Board can evict a member only if that member has ceased to occupy the unit, or for a serious breach of the Bylaws, as stated in Article 10.1. The reasons for eviction cannot be unreasonable or arbitrary. *[October 2015]*
2. Before passing a resolution to end membership and occupancy rights, the Board must give written notice to the member of a meeting held to consider the eviction of the member. This notice must be given to the member at least 10 days before the meeting. The notice must be signed by a director.
3. The notice must state the following, as contained in Schedule E1 (for arrears) or E2 (for other reasons) of this bylaw: *[October 2015]*
 - (a) the time and place of the Board meeting, and optionally a time when the Board will discuss the member's membership and occupancy rights during the meeting *[October 2015]*
 - (b) the reasons for the proposed eviction
 - (c) the member's unit
 - (d) the proposed eviction date, which date shall be a reasonable time after the meeting, but normally at least 30 days after the meeting
 - (e) that the member need not vacate the unit, but that the co-op may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating the member's occupancy and evicting the member under Part V.1 of the Residential Tenancies Act, 2006 after it ends the

Article 10: Eviction by the Co-op

member's membership and occupancy rights *[October 2015]*

- (f) that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- 4. Additionally, if the reasons for eviction are other than arrears, the Notice to Appear should include copies of any written materials that the board of directors may consider at the meeting. Examples would be a report from the manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted if reprisals are a possibility or for other good reasons. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the co-op and the member do not have to be included. *[October 2015]*
- 5. The Board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the Board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- 6. The Board can decide that the eviction will be later than the date given in the notice.
- 7. If the Board decides to evict a member, it must give the member a written eviction notice. The notice must be delivered within 5 days of the meeting. The notice must be signed by the secretary or by a person authorized by the Bylaws for that purpose. Such notice may be in the form contained in Schedule G1 (for arrears) or G2 (for other reasons) of this bylaw. *[October 2015]*

Article 10: Eviction by the Co-op

10.3: Serving Eviction Documents

When the Co-op serves documents to members in connection with an eviction, it must follow this procedure:

- (a) A separate notice must be given to each member being evicted, and to any member who has left the unit.
- (b) If a member is absent or evading notice, the notice can only be given by:
 - handing it to an apparently adult person in the unit
 - leaving it in the mail box where mail is ordinarily delivered to the member
 - if there is no mail box, sliding it under the door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered to the member
 - mailing it to the last known address where the member lives or works. *[October 2015]*

10.4: Legal Action

1. The Board can take legal action as a result of the decisions under previous sections. The Board does not have to wait until the eviction date to start legal action.
2. The Co-op can sue the member for any money that the member owes the Co-op.
3. The Co-op cannot seize the member's property, and cannot use the member's property to pay any housing charge arrears.
4. The Co-op must not enter a member's unit, or regain possession of it without the members' consent, unless
 - (a) the member has abandoned their unit; or
 - (b) the Co-op has an eviction order issued by the Landlord and Tenant Board.

Article 10: Eviction by the Co-op

10.5: Performance Agreements

1. The Co-op can sign a Performance Agreement with the member. When a member and the Co-op sign a Performance Agreement, the Board may cancel or suspend any outstanding resolution evicting the member.
2. If the decision is suspended, the Performance Agreement must set out how and when the Co-op may act on the decision. This will include:
 - (a) what the member must do to break the agreement before the Board can act on the eviction decision; and
 - (b) what the Co-op must do before it can act on the eviction decision, including what notice must be given to the member.
3. The Performance Agreement may state:
 - (a) how the member will carry out obligations in the future
 - (b) how the member will correct any past problems
 - (c) how the member will compensate the Co-op for any losses
 - (d) what the Co-op may do if the member breaks the agreement, including any action on any eviction decision that has been suspended *[October 2015]*
4. The Board must authorize every Performance Agreement. It can authorize an employee, director or Committee to decide on the details of the agreement and sign it.
5. The Board can use the Performance Agreements in Schedules H (for arrears) and I (for other reasons) of this bylaw. *[October 2015]*
6. If the member breaks the Performance Agreement, the Co-op can act on any suspended eviction decision if it follows the requirements of the Performance Agreement. If there is no suspended decision, then the Board must start the eviction procedure over again.
7. When signing a Performance Agreement, the Board can decide that a resolution of eviction will not be effective if the member:
 - (a) pays the amount owed; or
 - (b) carries out any acts that the Board states in the resolution within the time period of the resolution.

Article 11: Miscellaneous

11.1: Subordination

1. The holder of the co-op's mortgage has priority over any rights granted to members in this Bylaw. This holds for the current mortgage and for any future mortgages that the co-op enters into. The members must sign any and all documents required by the lender or deemed necessary by the co-op to grant this priority to the lender. The co-op and its officers act on behalf of every member to enter into agreements with the lender. The members have no right to revoke these agreements.
2. Any notice regarding default, foreclosure or other legal action related to the mortgage will be given to the co-op and/or its officers who act on behalf of every member. The members waive their right to receive such notices individually.

11.2: Errors or Omissions in Procedures or Notices

A minor error or omission in any action taken or notice given will not affect any decision made by the Board and/or members, if there has been substantial compliance with the provisions of the bylaw and if no injustice results. Any member may waive any minor defect in the Co-op's procedures. The member can do this in writing, orally or by not objecting at the appropriate time.

11.3: References to Other Bylaws

Some terms in this Bylaw contain references to other Bylaws of the Co-op. If those other Bylaws have not been passed by the Co-op, the Board will decide any matters which would have been included in the Bylaw. The Board will take into account any resolutions made by the membership concerning the matters which would be covered by the Bylaw.

11.4: Partial Invalidity

1. If a clause or section of this or any Bylaw which deals with the occupancy rights of members is found to be invalid, it will not invalidate the remaining sections of the Bylaws.
2. If at any time the Co-op fails to enforce any of its rights or condones any breach of the bylaws, this will not prevent the Co-op from insisting on its rights at a later time.

Article 11: Miscellaneous

11.5: Policies

1. Wherever this bylaw refers to a Policy of the Co-op attached as a schedule, or to the Rules and Regulations, such Policy or Rules and Regulations shall be considered a part of this bylaw and may be adopted or changed only in the same manner as this bylaw may be amended.
2. Some terms in this Bylaw contain references to Policies or Rules and Regulations of the Co-op. If those Policies or Rules and Regulations have not been passed by the Co-op, the Board will decide any matters which would have been included in the Policies or Rules and Regulations. The Board will take into account any resolutions made by the membership concerning the matters which would be covered by the Policies or Rules and Regulations.

Bylaw #8, Schedule A: Membership Policy

To be considered for membership and residence at Beaver Creek Housing Co-operative, applicants must complete the prescribed application form with full information as indicated, pay a lifetime membership of 15 dollars per adult household member and participate in a membership interview. Acceptance will be by resolution of the Board of Directors.

The main objective of the membership selection process for Beaver Creek Housing Co-operative is to choose the best possible membership for the Co-op taking into account the needs of the community and the needs of the individual and to recognize the importance of providing housing for people with a variety of needs. *[October 2007]*

Therefore, the criteria for membership selection shall include:

- a) Commitment to Co-op Principles and a willingness to participate and share in Co-op activities, responsibilities and democratic decision-making; *[approved Oct/07 AGM]*
- b) A willingness to abide by the Bylaws, Agreements, Policies and Rules set from time to time by the co-operative;
- c) No indication of a prejudicial attitude towards persons on a the basis of race, exual preference, age gender or other basic human rights, and a willingness to respect the human and civil rights of others and generally to live peaceably with fellow co-op members; *[October 2007]*
- d) An indication of commitment to long term residence;
- e) Financial responsibility and a willingness to show proof thereof;
- f) A need appropriate to the available unit, generally defined as one bedroom per resident;
- g) Household size and income meet the Co-op's requirements; and *[October 2007]*
- h) Has been a good resident and a good neighbour likely to maintain their home in good condition and will respect the rights of others. *[October 2007]*

Bylaw #8, Schedule A: Membership Policy

In cases where there is more than one applicant for an available unit, the following priorities shall prevail:

1. First preference shall be given to in-situ members of Beaver Creek Housing Co-operative under the terms of Bylaw No. 8.
2. Second preference shall be given to applicants who have been approved for occupancy and are on our waiting lists. *[October 2007]*
3. Other applicants will be judged on their merits according to the above criteria in order to achieve a proper balance between the needs of the co-op and the needs of the individual.

In order to be effective and fair, the membership selection process shall provide for:

- Adequate training of volunteer interviewers through workshops and practise; A thorough orientation of prospective applicants; *[October 2007]*
- An in-depth interview by trained volunteer members with review by Committee and/or the Board of Directors;
- A positive recommendation by the interviewers and other references; *[October 2007]* and
- A procedure for appeal to the Board of Directors by applicants who are not accepted for membership.

Bylaw #8, Schedule B: Membership Agreement

Between BEAVER CREEK HOUSING CO-PERATIVE (the "Co-op") and:

(Full Name)

I, as a member of the Co-op, hereby agree to perform the obligations of resident members as set out in the Articles of Incorporation, Bylaws, and Policies and Procedures of the Co-op as they at present exist, and as they may be duly amended. I acknowledge that I have received and read a copy of the Bylaws and Policies and Procedures of the Co-op.

The following provisions apply at the date of this agreement:

Unit No. _____

Monthly Housing Charge _____

(Includes mortgage payments, municipal taxes, water and sewage, insurance on buildings only. Does not include telephone, heating, electricity, cable TV, and insurance on members' property)

Member Loan _____

(Equivalent to one month's Housing Charge on move-in. On move-out, an amount equivalent to the current Housing Charge will be refunded, less any outstanding charges, cleaning or maintenance determined to be the member's responsibility)

Membership Fee _____

Minimum participation requirement for each member: Attendance at general members' meetings, and involvement in some type of voluntary activity necessary to the ongoing operation of the Co-op. The exact nature and amount of this commitment may be varied from time to time by the Co-op, but only in accordance with the Bylaws, Policies and Procedures.

Commencement of Occupancy: _____

I understand that the monthly charges, together with the other items set out above and all the other provisions contained or referred to in the Articles of Incorporation, Bylaws and Policies and Procedures of the Co-op may be changed in accordance with the Co-operative Corporations Act and the Bylaws subject to the consent of the members. I have one vote at any members' meeting to consent to, consider or confirm such matters.

Date: _____

Member: _____

BEAVER CREEK HOUSING CO-OP hereby grants to the member occupancy rights in the Co-op and all rights and privileges of members in accordance with the Articles of Incorporation and Bylaws of the Co-op as they at present exist and as they may be duly amended.

Date: _____ Per: _____

Per: _____

Bylaw #8, Schedule C: Rules and Regulations

1: Safety

1. The members must at all times exercise care for the safety of others.
2. Members must not store large quantities of solvents, oil, paint or other flammable or dangerous materials in their units. Propane tanks must not be stored inside units. Gasoline must not be stored inside units. Residents must not permit anything to be done in their premises which will significantly increase the risk of fire. *[October 2015]*
3. Smoke and carbon monoxide alarms must not be disconnected, painted or otherwise rendered inoperable. It is the member's responsibility to test smoke and carbon monoxide alarms regularly, replace batteries and report any malfunction to the Co-op. It is recommended that smoke and carbon monoxide alarms be kept free of dust. The Co-op will provide smoke and carbon monoxide alarms and other safety devices as required by law. *[October 2015]*
4. Common walkways must be kept free from obstruction.
5. No bedrooms are allowed in the basement unless the unit has a walk-out basement. *[February 2011]*
6. Each unit is provided with a fire extinguisher by the Co-op. Members must report if it has been discharged so that it can be re-charged. *[February 2011]*

2: Noise

1. Unnecessary and unreasonable noise that is disruptive to neighbours will not be permitted at any time.
2. It is the responsibility of members to exercise control over the activities of their children and pets in respect to the rights of neighbours to quiet privacy.

3: Sanitation

1. Members are expected to keep the interior of their home reasonably clean.
2. Pest infestation must be reported to the Co-op immediately, so that any necessary remedial measures can be taken. *[Jan 2011]*
3. Garbage must immediately be placed in bins in designated areas. Garbage must not be left in the front or back yard of a unit. *[October 2015]*

Bylaw #8, Schedule C: Rules and Regulations

4: Parking

1. Each unit will be allotted one designated parking space. This designated space is for the exclusive use of that household. *[October 2015]*
2. If a household has more than one vehicle, those additional vehicles may be parked in any available visitor parking space. There will be no designated parking spaces for those additional vehicles. *[October 2015]*
3. No trailers or oversized vehicles will be permitted parking space, except by permission of the Board and in consideration of the parking requirements of the Co-op as a whole.
4. Vehicles may not be parked in such a way as to impede the passage of other vehicles or be parked on the road, which is a fire route re: city Bylaw.
5. Illegally parked vehicles or those vehicles which are wrecked, dismantled, inoperative, discarded, or unlicensed (without a valid license plate sticker) will be ticketed or towed away at owner's risk and expense.
6. The Board may make exceptions to this policy on a case by case basis. Where exceptions are made, the situation shall be reviewed on an annual basis to account for changes in membership and numbers of vehicles.

Bylaw #8, Schedule C: Rules and Regulations

5: Pets

The ownership of a household pet is a privilege not a right and this privilege, once given, may be withdrawn by a vote of the Board of Directors.

The following rules will apply to all members who own household pets:

1. Pet owners must not encourage or permit their pets to create a nuisance or noise inside or outside their residence that will cause a disturbance to any other members.
2. All pet owners are to adhere to Waterloo Bylaws.
3. Subject to appeal to the Board all pets must be spayed or neutered. Pet owners are required to clean up after their pets immediately after any mess is created anywhere on Co-op property, including totally enclosed rear yards. Pet owners are responsible for repairing sod in their back yard damaged by their pet(s) before they leave the Co-op. If they are unable to do so due to weather or other circumstances the Co-op will repair the sod and may charge the cost to the member. Damage to sod on other Co-op property will be repaired immediately at the expense of the member whose pet is responsible. *[October 2015]* All dogs must be on leash and under control while on Co-op property. Dogs must not be allowed to roam. *[October 2015]*
4. Animal Control will be called in to deal with any stray dogs and stray cats found wandering loose.
5. Complaints referring to the same infringement of these regulations on the same day at approximately the same time will be treated as one and the same complaint.
6. Where applicable, proof of annual pet vaccination(s) must be provided by the pet owner to the Co-ordinator.
7. Members must register their pets with the Co-ordinator. The pet registry must include the following information: 1) name and sex of pet; 2) type of pet (cat, dog, or other); 3) if a cat, house or roaming cat; 4) breed; 5) description.
8. All owners of roaming cats will, to the best of their ability, ensure that their cats are kept indoors between the hours of 11:00 pm and 6:00 am.
9. Owners of roaming cats are required to maintain outdoor litter boxes in their back yards.

Bylaw #8, Schedule C: Rules and Regulations

6: Vandalism

Any act of vandalism, theft or malicious mischief perpetrated by a member, or any resident of their household, or any of their guests, against the Co-op or other residents may be grounds for immediate termination of the member's Occupancy Agreement, as well as prosecution. *[October 2015]*

7: Smoking

As it is recognized as a significant health hazard usurping the rights of non-smokers, smoking of tobacco products is not permitted in enclosed common areas.

8: Pools

[October 2018]

Preamble:

For the safety of all members, guests, children and animals:

Bylaw:

Members shall not leave water in a swimming or wading pool when it is unattended.

A swimming pool is described as any privately-owned outdoor body of water.

Any pool or hot tub that can hold 0.6 meters (two feet) of water or more must have prior approval from the appropriate committee (See the Unit Improvement procedure) before installation.

Any fees or fines associated with not following the City of Waterloo's Pool Enclosure By-Law will be the sole responsibility of the member.

Bylaw #8, Schedule D: Spending Policy

0. Preamble

Ultimate control of spending rests with the membership who must approve the annual budget, and audit *[Feb/2011]*, each year. At the same time, staff, committees and the Board of Directors must have sufficient flexibility to manage the co-op between general meetings. This policy outlines how spending control is to be achieved.

All expenses incurred on behalf of the co-op will be made with sufficient care to obtain the best value for the co-op's money.

1. Annual Budget

Prior to the beginning of each fiscal year, an annual budget for the year will be presented to the general meeting. The members have the right to question and, if necessary, alter the budget. The budget should provide separately for each major category of revenue and expenses (for example, landscape or maintenance expenses). These categories should be accompanied by sufficiently detailed notes to allow meaningful discussion by the members.

Once approved by the general meeting, the budget authorizes staff, committees and the Board of Directors to incur expenses according to the provisions of the following sections.

2. Replacement Reserve

The Replacement Reserve Plan is a cash-flow planning document that estimates future expenditures for the purpose of determining if the Replacement Reserve is adequately funded.

The Replacement Reserve Plan is presented to the members for their information at the same general meeting that considers the operating budget.

The Replacement Reserve Plan may be amended at any time by the Board of Directors. These changes will be reported to the members at the next general meeting.

[June 24 2018]

3. Spending Control for Operating Expenses

(a) Non-Discretionary Expenses

Non-discretionary expenses are those incurred by the co-op as a matter of course.

These include such things as taxes, electricity, water, salaries (once a position and salary has been approved), insurance (if coverage has not changed), mortgage payments, and any contracted services once the contract has been signed.

If a non-discretionary expense is over budget, it must be reported to the next meeting of the Finance Committee and the Board. *[June 24 2018]*

Bylaw #8, Schedule D: Spending Policy

(b) Discretionary Expenses

Discretionary expenses are those where the co-op has an option as to when or if to incur them. *[June 24 2018]*

(i) Administrative Discretionary Expenses

- 1) Discretionary expenses up to \$1000 *[Feb/2011]* for administrative expenses will be authorized by a staff person designated by the Board. *[June 24 2018]*
- 2) Discretionary expenses over \$1000 *[Feb/2011]* for administrative expenses must be authorized by a staff person designated by the Board and by the treasurer or their designate.

(ii) Committee Discretionary Expenses

- 1) Amounts up to \$1000 will be approved by the committee or by a staff person designated by the Board. *[Feb/2011]*
- 2) Amounts over \$1000 but less than \$2000 will be approved by the committee and a staff person designated by the Board. If it is an emergency, see section 6 of this schedule. All expenses must be reported to the next committee meeting and minuted. *[June 2018]*
- 3) Amounts over \$2000 *[Feb/2011]* must be approved by the committee, reviewed by the treasurer and approved by the Board of Directors. The expense must be minuted by the Board. *[June 2018]*

4. Spending Control for Replacement Reserve Expenses

a) Approvals required

All expenses from the Replacement Reserve require the approval of the appropriate committee and the Board. These approvals must be minuted by both the committee and the Board. *[June 2018]*

b) Recurring expenses

For recurring expenses (for example fridges, stoves, flooring and tubs, among others) the committee and the Board will approve a contractor and an estimated amount. If the contractor changes, or if the actual expenses exceed the initial estimated amount by 25%, the committee and the Board must approve the new conditions. A recurring expense is one that occurs at least once every three years. *[June 2018]*

The co-op office will maintain a list of these approvals. *[June 2018]*

5. Expense over \$5000

Before approving an expense of more than \$5000, *[February 2011]* the co-op will normally obtain three quotes. It is recognized that it may not be possible to obtain three quotes for certain specialized work. Approval of the expense must be minuted by each committee involved in the decision. Final approval rests with the Board. *[June 2018]*

Bylaw #8, Schedule D: Spending Policy

6. Emergency Expenses

Emergency expenses are those that have to be incurred immediately because a delay will cost the co-op more money, risk property damage, or endanger personal safety. There is no spending limit for an emergency expense. Any two of the following people are authorized to approve an emergency expense: a designated staff person, Board member, treasurer, or maintenance chairperson. All emergency expenditures must be reported to the next meeting of the Board of Directors and the Finance Committee, both of whom will minute it. *[Feb/2011]*

7. Signing officers

All cheques drawn on the co-op's accounts, or monthly on-line banking payments, *[Feb/2011]* will be signed by any two of the designated signing officers or directors of whom at least one shall be the president or treasurer. The person responsible for preparing cheques or on line payments shall not also sign them. For the purposes of this section, initialling of the on-line payment transaction record is equivalent to signing. *[Feb/2011]*

8. Miscellaneous

- 1) No person may approve or make any purchase or payment that substantially benefits that person.
- 2) If a member makes an approved purchase on behalf of the co-op and that member is in arrears, the reimbursement to that member will take the form of a credit against their arrears. *[March 2013]*

Bylaw #8, Schedule D: Spending Policy

9. Line of Credit or General Service Agreement

[October 2015]

(a) Definition

A Line of Credit (LOC) or General Service Agreement (GSA) is an arrangement between the co-op and its financial institution whereby the financial institution has agreed to provide a loan to the co-op up to a specified maximum amount.

(b) Intent

The LOC or GSA is generally meant to be used for unexpected capital expenditures which would otherwise cause the Replacement Reserve balance to fall below a specified minimum. This minimum balance will be determined from time to time by resolution of the Board of Directors on recommendation from the Finance Committee.

It may also be used for unexpected operational expenses if there is not sufficient funds in the operating account to cover the expense and leave a reasonable balance, and the expense must be paid for immediately.

The LOC or GSA should be used only when absolutely necessary, as doing so puts the co-op into debt and incurs interest charges.

(c) Approvals

(i) Emergencies

If an emergency situation exists then the use of the LOC or GSA can be approved as per Section 6 (Emergency Expenses) of this schedule.

(ii) Replacement Reserve Items

If it is proposed to use the LOC or GSA to fund a capital repair or replacement, and that capital repair or replacement is necessary to prevent further losses or property damage, but is not an emergency, then the use of the LOC or GSA must be approved by both the Finance Committee and the Board of Directors.

(iii) Other Uses

If it is proposed to use the LOC or GSA for expenses that do not meet the criteria in (i) or (ii), above, then the expenditure must also be approved by the members by resolution at a general meeting.

(d) Reporting

Any use of the LOC or GSA must be reported to the membership at the next general meeting.

Bylaw #8, Schedule E1: Notice to Appear for Arrears

Beaver Creek Housing Co-operative (Waterloo) Inc. Notice to Appear

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 10.1.1 (When the Coop can Evict a Member) 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:

Beaver Creek Housing Co-operative (Waterloo) Inc.

Date: _____

By: _____

Print name:

Title:

[October 2015]

Bylaw #8, Schedule E2: Notice to Appear

Beaver Creek Housing Co-operative (Waterloo) Inc.

Notice to Appear

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 bylaws 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 bylaws:** _____

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

Attachments: (See section 10.2.4 (How the Coop can Evict a Member) of the Occupancy By-law about what should be included. List the Attachments here.)

Signature: Beaver Creek Housing Co-operative (Waterloo) Inc.

Date: _____

By: _____

Print name:

Title:

[October 2015]

Bylaw #8, Schedule F1: Eviction Decision for Arrears
Beaver Creek Housing Co-operative (Waterloo) Inc.
Eviction Decision for Arrears

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 bylaws.

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 10.1.1 (When the Coop can Evict a Member) 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:

Beaver Creek Housing Co-operative (Waterloo) Inc.

Date: _____

By: _____

Print name:

Title:

[October 2015]

Bylaw #8, Schedule F2: Eviction Decision

Beaver Creek Housing Co-operative (Waterloo) Inc. Board of Directors Eviction Decision

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 bylaws.

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 bylaws 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 bylaws 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:

Date: _____

Beaver Creek Housing Co-operative (Waterloo) Inc.

By: _____

Print name:

Title:

[October 2015]

Bylaw #8, Schedule G1: Notice of Eviction Decision for Arrears

Beaver Creek Housing Co-operative (Waterloo) Inc. Notice of Board of Directors Eviction Decision for Arrears

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: Beaver Creek Housing Co-operative (Waterloo) Inc.

Date: _____ By: _____
[

October 2015]

Bylaw #8, Schedule G2: Notice of Eviction Decision
Beaver Creek Housing Co-operative (Waterloo) Inc.
Notice of Board of Directors Eviction Decision

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 bylaws broken:** _____

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

Signature:

Beaver Creek Housing Cooperative (Waterloo) Inc.

Date: _____

By: _____
Print name:
Title

Bylaw #8, Schedule H: Performance Agreement for Arrears

Performance Agreement - Arrears and late Payment Beaver Creek Housing Co-operative (Waterloo) Inc.

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) or electronic funds transfer. 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 10.4 (Serving Eviction Documents) of the Occupancy Bylaw. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Date: _____

Beaver Creek Housing Co-operative (Waterloo) Inc.

By: _____

Print name:

Title:

Date: _____

Print name of member:

Date: _____

Print name of member:

Date: _____

Print name of member:

[October 2015]

Bylaw #8, Schedule I: Performance Agreement

Performance Agreement Beaver Creek Housing Co-operative (Waterloo) Inc.

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 10.4 (Serving Eviction Documents) of the Occupancy Bylaw. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Beaver Creek Housing Co-operative (Waterloo) Inc.

Date: _____

By: _____

Print name:

Print title:

Date: _____

Print name of member

Date: _____

Print name of member

Date: _____

Print name of member

Date: _____

Print name of member

[October 2015]

Bylaw #8, Schedule J: Arrears Policy

Arrears

Arrears Policy Statement

The policy outlined below is designed to protect both the co-op and individual members from accumulating substantial arrears and the associated problems of long term debt and repayment.

Cases of arrears which indicate a basic inability to afford the current housing charge require immediate attention to forestall the accumulation of unmanageable levels of debt.

The arrears policy can only be considered properly within the total context of financial management, including possible housing charge assistance, i.e subsidy.

Payment

- a) Each unit shall provide the office, upon move-in, with pre-authorized debit, or sufficient post dated cheques, or another form of payment that is acceptable to the office to cover housing charges to the end of the current fiscal year. In addition, arrangements must be made to pay the member loan. *[June 24 2018]*
- b) In the month prior to the commencement of a new fiscal year, the unit shall provide the office with pre-authorized debit or sufficient post dated cheques or another form of payment that is acceptable to the office, for the upcoming year. *[June 24 2018]*
- c) Payment cannot be made in cash. The co-op is not set up to handle cash. *[June 24 2018]*
- d) Arrears are any amounts owing to the co-op that have not been paid when due. Arrears are also any payments returned due to non-sufficient funds pertaining to the said amounts. *[June 24 2018]*

Arrears Committee

- a) The Arrears Committee will be comprised of the Co-ordinator and a member of Beaver Creek Co-operative. This representative will be a member of the Finance Committee or of the Board of Directors. The Finance Committee will recommend a representative for appointment by the Board of Directors. *[approved Oct/07 AGM]*
- b) The member cannot remain on the Arrears Committee if they are in arrears. An exemption will be made if a housing charge is late, but is paid by the end of the month for which it is due. *[approved Oct/07 AGM]*
- c) The Arrears Committee will keep confidential any private information about the affairs of the Co-op, its current and past members and staff as it relates to the work of the Arrears Committee. *[approved Oct/07 AGM]*
- d) The purpose of the Arrears Committee is to administer this Arrears Policy, resolve cases of arrears and, where necessary, refer cases to the Board for eviction or other action.
- e) The Arrears Committee will meet monthly or more often when necessary.

Bylaw #8, Schedule J: Arrears Policy

- f) The Arrears Committee will report to the Finance Committee and the Board of Directors on any arrears outstanding on a monthly basis or as necessary. The report will show the amount of arrears, and summarize arrangements by the Committee.

Procedure to deal with Arrears

- a) The Arrears Committee shall consider the explanation and any proposal to pay the arrears.
- b) The Committee will establish conditions under which the arrears are to be rectified and may specify further actions to be taken if any of the conditions are not met.
- c) If the conditions set by the Arrears Committee are not met promptly, the Committee may recommend to the Board a "Notice to Member." (See Schedule F) The Arrears Committee may also recommend to the Board either that the occupancy rights of the member be terminated, or conditions under which the member is allowed to rectify the arrears.
- d) Any performance agreement passed by the Board dealing with a matter referred to the Board under this Policy shall be administered by the Arrears Committee.

Charges

- a) In addition, the member shall be treated as though she or he is in arrears until such time as the payment is received and has cleared with the bank. Therefore, this will be considered a late payment and will be subject to a late payment charge. *[June 24 2018]*
- b) Monthly housing charges which are not paid at the first of the month are subject to a late payment charge.
- c) The first and second late payment charge assessed against a member in a fiscal year will be \$10 each. The third and subsequent late payment charges in the same fiscal year will be \$50.00 each. These charges will apply unless a member is subject to a Performance Agreement for arrears which states otherwise. *[approved June/05 GMM]*
- d) Interest charges on amounts owing to the co-op shall be determined by Bylaw #2, Paragraph 3.09 (b).
- e) Any arrears outstanding after a member moves out may be dealt with by the use of a collection agency. The Arrears Committee will make a recommendation to the Board regarding collection of the debt.

Bylaw #8, Schedule K: Conflict Policy

[February 6 2011]

Introduction

Conflict is a natural occurrence. There can be positive or negative results.

Conflict can happen anywhere. Members, their families or guests may have conflicts with:

- Other members
- Other members' families or guests or
- With the Board of Directors and/or Committees of the co-op

Whenever there is a difference of opinion, of values, of feelings or of direction there is the potential for conflict.

At Beaver Creek Housing Co-op, we strive to resolve conflict in a co-operative way, meeting the needs of both individuals and the community. Our objective is to manage conflict respectfully and creatively to find the common ground beneath our differences. Conflict can then be an opportunity for positive community and individual development and growth.

A workable resolution must be found to which all parties willingly agree. Unresolved conflicts negatively affect the co-op community. It becomes a serious community situation if all parties do not agree to mediation and/or find an acceptable resolution(s) by themselves. Mediation can be offered by the Board. Mediation means an outside neutral party helps the parties themselves find a resolution to the conflict. Both parties must willingly agree to participate in mediation for it to happen. The Board will pay the costs of mediation.

It is not the Board's role to mediate conflicts. The Board's role is to enforce the By-laws. They act as adjudicators. They interpret the By-laws and make judgements that determine the outcome of the conflict. One or all of the parties may be evicted.

Bylaw #8, Schedule K: Conflict Policy

Assessing the conflict

As a community, we expect members experiencing conflict to think about all sides of the situation, not just their own point of view. Considering the following questions can help:

- Who is involved in the problem situation?
- What is each party's interest?
- What are you feeling?
- What are the other parties feeling?
- How do you know what the other parties are feeling?
- What is your best solution?
- What is the best solution for each of the parties involved?
- What would be a win/win solution for everyone concerned? • What would have to change for this to happen?

First steps in resolving the conflict

- a) If you have a conflict(s) with another person(s):
 - i) The persons involved must try to resolve the matter amongst themselves. It is important to speak to the other person(s) directly, in a calm and respectful manner.
 - ii) If the persons can not resolve the conflict(s) between themselves and one or both parties feel there is a bylaw infraction, the conflict can be taken to the Board.
 - iii) You may inform the Board in person at its meeting or in writing. Tell the other person(s) involved in the conflict when you are going to the Board meeting and give them copies of all your written complaints. The Board will not consider your conflict until this step is completed. The Board must then decide whether the conflict is a legitimate Board concern.
- b) If you have a conflict with a committee decision or action:
 - i) Go first to the committee, either in person at its meeting or in writing.
 - ii) If you can not resolve the conflict, you or the committee may take the conflict to the Board. You must tell the other party when you are going to the Board and provide the party with copies of all of your written complaints.
- c) If you have a conflict with a general co-op issue, direction or action, not the responsibility of a committee:
 - i) Go first to the Board, either in person at its meeting or in writing.

Bylaw #8, Schedule K: Conflict Policy

Serious Conflicts

- a) The Board of Directors must be told of:
 - Serious breaches of co-op by-laws
 - Serious threats to co-op property
 - Harassment of members or staff
- b) Some conflicts are beyond the scope of the by-laws. Conflicts should be referred to the appropriate external authorities when they involve:
 - A threat to personal safety
 - Child abuse
 - Other illegal acts.

Youth Addendum to Bylaw #8, Schedule K

Introduction

A group of youth (up to age 18), with guidance from the community development committee, formulated a “youth” conflict policy. The conflict policy was designed around the specific needs of this age group. The format of this proposed addendum follows the existing conflict policy in structure.

Policy

[Approved March/05 ABM]

The overall objective of the “Youth” addendum of the conflict policy of Beaver Creek Housing co-operative is to promote and maintain the safety and security of those living within Beaver Creek Housing Co-operative.

We, as the youth, will support the open, diverse and equal community in which we live. In accordance with the Beaver Creek Housing Co-operative Conflict Policy the youth will abide by and adhere to the current documentation and will also follow the outlined Youth Conflict Policy and Procedures when conflict arises with an adult, child, outside person(s) and/or other youth. The Youth Conflict Policy pertains to Youth ages up to 18. These youth are all considered minors and therefore when conflict arises their own power is limited in many situations and will be turned over to parents, responsible members and or the proper authorities i.e. Police, Family and Children’s Services etc.

Procedures

[Affirmed March/05 ABM]

Note to all parents and youth ages 16+. If you are aware of child abuse, by law you are required to report any and all incidences. If you don’t and authorities become aware that you had information you can be fined. It is very important, especially in our community to ensure the safety of our children.

Bylaw #8, Schedule K: Conflict Policy

Conflict Situations

Member or Youth vs. “the Outsider”

All youth have been made aware that the premise of Beaver Creek Housing Co-operative is private property. If there is a person in the co-operative area that any youth feels uncomfortable with, are being harmed by or disrespected by they may be asked to leave the premises. If “the outsider” is a visitor, the youth is to ask an adult to assist them to speak with the member the visitor is visiting. If the issue is not resolved authorities may then be contacted.

Older Youth/Teen and a Child

The youth committee has introduced the “Ouch Rule” to Beaver Creek. This rule is used in the Co-operative Young Leaders program and is used by simply saying the word “Ouch”. If you feel unsafe, discriminated against, or someone is using inappropriate language and/or gesture the word “ouch” may be used and the individual must stop. Any issue about what was happening will be dropped immediately and people will go on with what they were previously doing. The Teen and/or Older Youth will realize the strength over the child and act as a role model instead of provoking further problems/conflict. If the issue is serious, the youth should take responsibility to talk to both the child and the parent.

Older Youth vs. Older Youth

First attempt to talk it out.

Use the Ouch Rule when needed,

If things are not being resolved ask an adult for help (i.e .parent or co-op member) Do not spread rumours, they will do more harm than good.

Follow the Beaver Creek Housing Co-operative Conflict Policy.

Member vs. Older Youth/Teen

Do speak calmly with one another.

Adults need to listen to the teen/youth. They may have valuable input into a situation that must not be overlooked. The teens/youth need to feel respected in order to solve conflict.

Follow the Beaver Creek Housing Co-operative Conflict Policy.

If the teen or adult is uncomfortable with the situation ask another member to mediate conversation and conflict resolution process.

Follow the “ouch” rule. It can be effective for all ages.

If it involves a co-op issue report to the proper committee.

The Youth are very interested in being involved. It is essential to respect their schedules as they revolve around their school year. Youth may be under more stress near exam periods or during heavy testing times. Conflict may easily arise during this time, assist the youth to help them have their needs met. They will likely be more responsive if you need help later. Often they require help and guidance from older people as they are trying to learn and grow. “It takes a village to raise a child.”

Bylaw #8, Schedule K: Conflict Policy

Bylaw #8, Schedule K: Conflict Policy

The Beaver Creek Housing Co-operative Youth Vision Statement

The Beaver Creek Housing Co-operative youths will grow up as the leaders of tomorrow, in doing so we will bring co-operative morals and respect for diversity into the future. This will create a healthy community: environmentally, educationally, diversely, and co-operatively for the future generations to love and share.

Beaver Creek Housing Co-operative Youth Mission Statement

As the Youth of Beaver Creek Housing Co-operative, we plan to work together in combination with the adults and children using the seven international principles of co-operation to strive for a healthy, bright, co-operative community for everyone to enjoy in the present and the future.

Bylaw #8, Schedule L: Maintenance Policy

Introduction

The key to a functioning co-operative lies with a well-run Maintenance Committee and Program. This is where costs are incurred as well as saved and passed on to the Members. Member responsibility must be striven for and promoted. This will be achieved through a particularly strong preventive maintenance program. Constant communication is necessary so that the Committee can both carry out the wishes and needs of the Members as well as develop working policies and procedures to attain their goals.

Program Content

Maintenance-Preventive/Routine

- The day-to-day operation of the project (buildings and grounds)
- Work List (tasks and their frequency)
- Annual Unit Inspection
- Painting and Improvements to Units

Repairs and Emergencies

- Criteria and procedures to be followed Member/Committee

Move In/Out

- Policies and procedures regarding repairs

Supplies and Equipment

- Purchasing and contract procedures, e.g. contractors, inventories (tool/supply, etc.)

Objectives

- To maintain a sound building structure and grounds.
- To maintain mechanical systems and services in good functioning order.
- To ensure cleanliness.
- To respond both adequately and responsibly to the maintenance needs of the Co-op.

Bylaw #8, Schedule L: Maintenance Policy

General Overview of Maintenance Responsibilities

A. Co-op Responsibilities

1. Regular maintenance and periodic redecoration of the Common Unit.
2. Maintaining and servicing all mechanical and electrical systems and equipment (e.g. common area laundry appliances, refrigerators and stoves).
3. Regular testing of smoke detectors in the Common Unit.
4. Regular inspections and maintenance of exterior common areas including outside drains, walls and roofs.
5. Exterior maintenance of buildings.
6. Periodic repainting of unit interiors. [approved March 20, 2005 ABM]
7. All major repairs.
8. Repainting vacant units before new members move in, if required, unless alternate arrangements are made with the new members.

B. Member Responsibilities

Members will be individually responsible for the following:

1. window cleaning;
2. minor repairs to the unit;
3. reporting repairs promptly by submitting a work order request form to the Maintenance Representative/Co-ordinator; and
4. the cost of repairs if any damage is caused by the member, other occupants or guests to any Co-op property through negligence or wilful abuse.
5. draining exterior faucets prior to winter freeze-up. [Feb/2011]

Bylaw #8, Schedule L: Maintenance Policy

Maintenance Committee

Responsibilities

To establish and monitor the Co-op's Maintenance Program. • routine maintenance procedures

- unit maintenance procedures
- inspections
- repairs and improvements
- emergency procedures
- equipment-rental, purchase, inventory, use • contracts
- labour (supervision)
- budget (establish and monitor)
- administration
- education [*Feb/2011*]

Tasks

1. To set goals and formulate policies concerning maintenance and recommend changes or additions to the policies when necessary.
2. To report to the Board and General Membership on the progress and problems of the Program.
3. To monitor, following contracting, workmen/women in conjunction with the Co-ordinator.
4. Submit written report to Board/Members.
5. Inform and educate Members about their maintenance responsibilities and simple repairs by:
 - a. developing a maintenance handbook
 - b. presenting workshops on specific maintenance topics
 - c. articles in the Co-op newsletter.
6. To propose, organize and supervise "work parties" for special maintenance projects.

Bylaw #8, Schedule L: Maintenance Policy

Unit Improvement Policy and Procedure

Unit Improvements/Alterations

1. All improvements and renovations must be approved by the Maintenance Committee. Written requests must be submitted.
2. When renovations are approved, the member and the Maintenance Committee for the Co-op will enter into a simple contract to insure the Co-op that:
 - the workmanship is up to standard
 - the improvement will become the property of the Co-op
 - members costs cover renovations costs
 - what will happen if the contract is defaulted.
3. In the case of default of the contract, the Member will pay the Co-op to return the unit to its original shape.
4. The Maintenance Committee will inspect all renovations.
5. The Maintenance Committee when approving renovations should be sure that the renovation does not contravene any CMHC regulations or local or provincial building codes.
6. Major improvements are made for the sole pleasure and use for the member who does such. Members assume the risk that their life-style may change, involving a move before they have totally "reaped the benefits". No reimbursement for materials or labour will be made by the Co-op at the time that the improvements are made or on move-out. Major improvements must meet building codes for the Municipality. Before work is started, a written request must be submitted for approval to the Maintenance Committee.
7. If major improvements are made, on leaving, the unit should be left with said improvement or restored to its original condition.

Bylaw #8, Schedule L: Maintenance Policy

Emergency Policy and Procedure

The purpose of Emergency Policy and Procedures is to provide service in a crisis situation when regular procedures will not be adequate.

The following conditions constitute an emergency:

- a) Safety of life is endangered
- b) Immediate health hazard exists
- c) Loss of essential services
- d) Financial loss will arise if immediate action is not taken e) Protection of public or private property

Procedures

1. In the case of extreme emergency (fire, gas leak, severe accident), the member should call the appropriate emergency number and then report the emergency to the Co-ordinator or the Maintenance Representative in charge of their building.
2. In the case of other emergencies (leaking pipes, floods, electrical breakdown), the Maintenance Representative in charge of their building should be informed and they will evaluate the situation and may call tradespersons if needed.
3. No member may call a tradesperson and if a member does, he/she will be responsible for payment of the bill. If all the Maintenance Committee Representatives and/or Co-ordinator cannot be reached, the Co-op may pay the bill.
4. All emergencies will be reported to the Maintenance Committee and the Board by the provided form.

Bylaw #8, Schedule L: Maintenance Policy

Work order Policy and Procedure

1. Members will deliver all work order request forms to the Office. In extenuating circumstances, the Coordinator may accept a phone or verbal work order. *[Feb/2011]*
2. The work order request form may be revised from time to time and may be available electronically. *[Feb/2011]*
3. The work orders will be prioritized by a Maintenance Committee and/or the Coordinator. If the work cannot be done immediately or will not be done, the Maintenance Committee Representative and/or Coordinator will communicate this decision to the member. A copy of all incomplete work orders will be kept in the back of the work order register. Rejected work order requests will be filed in the office. *[Feb/2011]*
4. The Coordinator will sign all completed work orders and will file them for the monthly Maintenance Committee meeting and the unit file. *[Feb/2011]*

Appeal Procedure

An appeal may be made, in writing, to the Board of Directors, if a member is not satisfied with the decisions of the Maintenance Committee.

Supplies and Equipment

Procedures

Equipment and Supplies Inventory

1. The Maintenance Committee (or its designate) will keep an inventory of all tools, equipment and appliances and a maintenance record of all equipment. The inventory list will be kept in the office. *[Feb/2011]*
- ~~2. The Maintenance Committee will be responsible for maintaining a sufficient quantity of each type of material and for maintaining an up-to-date list of the products kept in stock. *[deleted Feb/2011]*~~
3. Supplies and equipment will usually be stored in the maintenance room. Equipment can be signed out by members and they are responsible for returning the item and signing it back in. The sign in/our sheet is in the maintenance room. *[Feb/2011]*
4. Members will be encouraged to use supplies and equipment in a responsible manner in order to maintain their units. They are asked to report any insufficient levels of supplies and broken equipment. *[amended Feb/2011]*

Bylaw #8, Schedule L: Maintenance Policy

Inspection Policy and Procedure

1. Inspections will take place when each member moves in or out and also annually.
2. The move-in/out inspection will be done by the Co-ordinator and the Chairperson of the Maintenance Committee (or his/her designate). *[Feb/2011]*
3. In the case of a member moving out, the member will be asked to be present at the inspection, will be given seven days' notice of the inspection, the Chairperson and Co-ordinator will evaluate any damage and inform the member of the expense to be paid by him/her. The member will be given the option to re-schedule. *[Feb/2011]*
- ~~4. The move-in inspection will be carried on by the Co-ordinator and Chairperson in the presence of the new member, prior to move-in. *[deleted Feb/2011]*~~
4. The annual inspection of individual units will be carried out by the Co-ordinator and Member-Maintenance Committee. seven days' notice of the inspection and its purpose and value shall be given in person to all members and members may be given the option to re-schedule. *[Feb/2011]*
5. The "Unit Inspection Form" will be used to document the move-in/out inspections and also annual inspections of members' units.

Bylaw #8, Schedule M: Land Use Policy

0. Introduction

This policy governs all aspects of the exterior care and maintenance of the grounds of the Co-op

1. Block Responsibility

Units within a block will be jointly responsible for the following tasks in the area surrounding the block as shown on the attached site plan:

- grass cutting, including edging
- removal of garbage from grounds and walks
- snow shovelling, including parking spaces and public walks
- reporting of plant damage and/or disease

2. Genetically Modified Organisms

No genetically modified organisms will deliberately be planted anywhere in the Coop.

3. Private Outdoor Space

a) Extent

The only private outdoor space is members' back yards. The intention is for each townhouse unit to have a backyard extending directly behind the unit. This private space is defined as follows:

- a) in width by the privacy fences provided by the co-op except units 23 and 24, and
- b) in depth,
 - i) for units 15 through 23, and 25, 16 feet from the rear face of the unit
 - ii) for all other units, 20 feet from the rear face of the unit.
- c) for units 23 and 24,
 - i) the width of unit 23's backyard delineated on the retaining wall side by the lower retaining wall supporting the co-op proper raised bed and on the opposite side by the privacy fence extending between units 22 and 23
 - ii) unit 24's backyard is delineated by the retaining wall fence on the back and sides and the privacy fence between units 24 and 25.

[June 24 2018]

b) Fences

If the backyard is fenced, such fence shall not enclose an area greater than that

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defined above. If a member wishes to fence the backyard area, approval must first be obtained from the Landscape Committee. The fence must match the existing privacy fence, or its design must be explicitly approved by the Landscape Committee.

[October 2016]

c) Alterations

Members may add landscaping improvements to their private outdoor space as defined in 3 (a). Significant alterations must be approved by the Landscape Committee. Significant alterations include, but are not limited to, the addition or removal of trees, shrubs, vines, ground cover, patios or decks; the addition or removal of built-up planting beds; any alteration that changes the slope of the yard.

Depending on the design of the deck, approval from the Maintenance Committee may also be required. Written requests for significant alterations must be submitted to the Landscape Committee. The Unit Improvement Policy and Procedures will apply to these improvements. *[October 2016]*

d) Laundry lines

i) Preamble

Laundry Lines are a good way to reduce our carbon foot print. Unfortunately, our 4x4 fence posts are not strong enough to support a laundry line. *[June 24 2018]*

ii) Policy

Laundry lines are not to be attached to the building or the 4x4 fence posts. You may replace the post with a 6x6 post cemented 4 ft. into the ground at your expense. This depth must be verified by Landscape, including a photo taken to be filed with the office, prior to filling in the hole. The laundry line must not extend past your backyard.

Another option for a laundry line is to install a laundry tree. There are different types of laundry trees. Some are permanent and some are retractable. Installing a laundry tree and community laundry lines are permissible provided a solid and safe plan is presented to, and approved by, the Landscape Committee and the Board. Permanent installation requires permission from the Landscape Committee. *[June 24 2018]*

e) Pools

See Schedule C (Rules and Regulations - Safety) of this bylaw for rules and regulations regarding pools. *[June 24 2018]*

f) Private Accessory Buildings

1. Site considerations and building standards

- a) The building must be made of wood or metal or plastic (plastic specifically defined as “resin, vinyl or fiberglass” construction. It shall be painted or otherwise protected from weather damage. Its area shall not exceed 64 square feet. Its height shall not exceed 7 feet.
- b) The building shall be placed on a concrete base or footings. The member will be responsible for removing the base or footings when leaving the unit.

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- c) Buildings are only permitted on personal private space allocated to each unit (not on Co-op common land). This area is described in section 3(b) - Fences - of this policy.

2. Application:

- a) Any member requesting the installation of a storage shed, or similar building on their property, must apply to and receive approval from the Landscape Committee. Approval is a 3 step process:
 - i) the member will draw up a detailed site plan, including:
 - The member's reasons for erecting the building
 - A drawing of the yard to contain the building with the building's exact location indicated, as well as exact location of all gas, hydro, telephone and cable lines.
 - A description of the building including dimensions, materials, base, colour, trim and roof
 - The estimated time line for completion
 - ii) circulate the site plan to the adjacent neighbours for their information iii) bring the site plan and completed Accessory Building Approval application (available in the office) to the Landscape Committee for approval.
- b) The member is required to be at the Landscape Committee meeting when the Application is discussed. The Committee will give the member written notice of the meeting time and place.
- c) The member shall be prepared to answer any questions regarding the plan.
- d) Approval for the buildings will be in the form of a motion passed by the Landscape Committee and included in the minutes.
- e) The Committee has the discretion to attach conditions to any approval.
- f) Any conditions will be included in the minutes of the Landscape Committee meeting and provided in writing to the applicant.
- g) A rejection decision by the Landscape Committee of an application may be appealed to the Board of Directors.
- h) The member is responsible for all maintenance of the building and will repair all damage
- i) The member is responsible for all security measures.
- j) Accessory buildings will be inspected for compliance with this bylaw by the Landscape Committee on a yearly basis.
- k) The member may transfer ownership of the building to the next person moving into the unit.

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- l) If the person moving in does not wish to have the building, then the current member must remove it no later than 2 weeks before the current member's termination of occupancy.
- m) When a member with an accessory building leaves the co-op or wishes to dismantle the building, then its removal, restoration of the area, and all associated costs are the responsibility of the member.
- n) The member must remove the base and/or footings and return the area to its condition prior to installation of the building.
- o) If a member refuses to remove the building, the co-op will have the work done and the member will be responsible for the cost.

4. Common Outdoor Space

a) Definition

All outdoor areas except those defined in 3(a) are common space. *[October 2016]*

b) Member Responsibility

Each member is responsible to maintain the common area in front of the unit they occupy. *[October 2016]*

c) Delineation of Common Areas:

Specific co-op areas will be defined according to their use. These designations will determine how each area will be maintained. The use of specific areas will be defined by the Landscape Committee and approved as policy by the members. Appendix 1 of this policy contains descriptions of the use areas and a sketch plan of the property showing the designated areas.

d) Plantings in Common Areas:

The plantings of each area will be determined by the use for which the area is designated.

As much as is reasonable, new plantings will:

- be native to this geographic location (in the awareness that native species change as climate changes)
- increase and sustain a wide diversity of plantings within the co-op - be drought and disease resistant
- support birds and pollinating insects
- carry low initial purchase and planting costs
- demand relatively low maintenance in both material costs and time.
- provide food for co-op members (e.g., fruit and nut bearing trees).

e) Private Possessions in Common Areas

Private possessions cannot be stored on common areas without prior permission of the Landscape Committee.

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f) The Common Areas in Front of Units

The area in front of each unit is part of the common area of the co-op. Despite this, members may make improvements to the area in front of their units. Written requests for any all all improvements to the common front yard area must be submitted to the Landscape Committee. The Unit Improvement Policy and Procedures will apply to these improvements.

Common access across the front of units must not be unreasonably restricted.

Any improvement must not be perceived to attempt to define the front yard space as private space. In other words, the improvement must not be perceived to say: “this is mine, not yours”.

Members have a reasonable expectation of privacy in the use of the common area in front of their units. *[October 2016]*

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5. Planting and Landscape Maintenance In Private and Common Areas

a) Trees

- Members may not plant any trees without the approval of the Landscape Committee.
- Trees must be planted far enough away from buildings to prevent root damage to the buildings.
- Trees must be pruned to prevent them from touching the roofs and sides of buildings.
- Any planting around trees in common areas must be done in consultation with the Landscape Committee to prevent damage to the trees.
- No planting of shrubs or trees is permitted near the units in order to protect drainage and to prevent damage to foundations.
- The Landscape Committee is responsible for the pruning and removal of trees. It can draw upon the knowledge and skills of resource people within the co-op to determine when these tasks are necessary and to perform the tasks. Tree pruning may be done only by designated resource people. Professional service may be contracted as needed.
- Any trees that are removed should be replaced by new trees; when possible these should be planted several years before the removal of old trees. Replacement trees may not necessarily be in the same location as the removed trees.
- Where feasible, the "snags" (tree stumps) of removed trees will be left to promote new plant growth and the welfare of insects, birds and bats.
- In wooded areas, logs may be left on the ground.

b) Bushes

Preamble

After speaking to a foundation specialist, it was recommended that any bush with a root diameter of more than 1 inch should not be planted near any of the foundations in the co-op due to the way our buildings are built. It was the specialist's recommendation that we have no garden beds beside the units, and while this will push too far, the largest damaging item to our buildings are the bushes. If our buildings were concrete/cement it would be ok to plant bushes close to the units. *[June 24 2018]*

Policy

Bushes that have more than a 1 inch root diameter for the full grown plant species at any point in the root structure shall not be planted by any unit. The root structure can penetrate through the parging and cause cracks in our foundations. *[June 24 2018]*

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Based on experience, the Landscape Committee may ban specific plants, bushes or shrubs that have the potential to damage the units, from being planted near the foundations. *[June 24 2018]*

c) Vines

Preamble

While having vines covering a unit is a pretty picture, it can also be the cause of serious damage. Vines can dig under siding and through wood, causing cracks and holes in the exterior of the house. This reduces heating efficiency and can create a possible health problem when mold or dirt begin to build up under the siding. Vines also hold moisture against your siding. The cost of replacing a section of siding can be more than \$10,000. *[June 24 2018]*

Policy

Vines are not to be touching any part of the unit structure, including siding, overhangs, balcony structures and any attached wooden trellis. Vines may grow up up mailboxes and independently installed trellises, and must be properly maintained at all times. *[June 24 2018]*

6. Garden plots

Each year, plots will be divided and allocated by lot, based on indications of interest shown by members to the garden plot co-ordinator. Efforts will be made to locate people on adjacent plots who wish to garden collectively, or to locate people on the same plot year after year if they wish. No chemical pesticides, herbicides or fungicides will be used for any reason - see Schedule R - Pesticide Policy, of this bylaw. The Landscape Committee will provide a list of acceptable treating agents on an annual basis.

7. Prairie Garden

- a) The Landscape Committee is responsible for maintaining the prairie garden as a native plant area (see Appendix 2).
- b) Expenses related to maintaining the prairie garden will be part of the Landscape Committee budget.
- c) The Board will negotiate with the City any changes which may arise in its agreement regarding this plot of land, upon recommendation of the Landscape Committee.

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8. Consultation with the Membership

All members will be consulted whenever significant changes are being planned for any of the common areas or the prairie garden. Significant changes are those that will alter the use and/or overall appearance of a common space. For example, planting trees on a sports hill would alter both the use and appearance of this common space. Member approval would be required for such a change.

Individual members will be consulted in a timely manner about any landscaping work done near their units (for example, pruning trees or removing dead trees). The approval of the members is not required for this work to proceed.

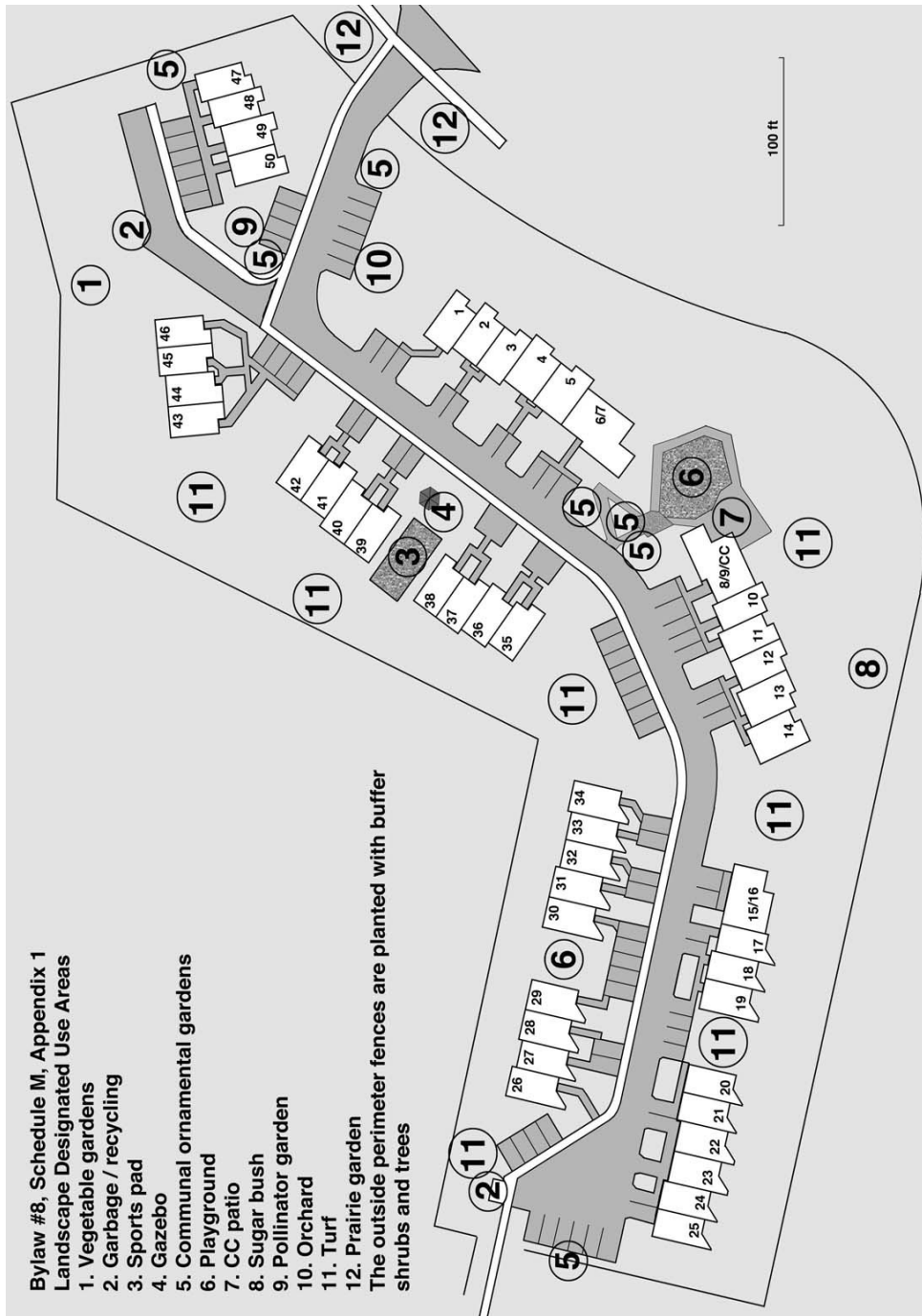
9. Role of Resource People

Resource people provide specific skills or general work assistance to the Landscape Committee.

- a) Member skills, knowledge, and labour will be used whenever possible, rather than hiring outside professionals.
- b) Resource people are accountable to the Landscape Committee.
- c) If an interested person needs training, the Landscape Committee will provide it.
- d) Resource people cannot incur expenses without Landscape Committee approval.
- e) Resource people should consult with the Landscape Committee before beginning new projects/tasks.

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Appendix 1: Landscape Designated Areas



Bylaw #8, Schedule M: Land Use Policy

Appendix 2: A Brief History of the Prairie Garden

In 1996, Beaver Creek signed a three year contract with the City of Waterloo. This contract outlined the terms for creating a native plant garden on the city owned land between Bearinger Road and the co-op property.

In presenting its proposal for the Prairie Garden to Beaver Creek members, the Landscape Committee included the following benefits:

- It would enhance the area and make the co-op entrance more attractive. - It would provide a buffer between the co-op and Bearinger Road.
- It would create a low-maintenance landscape, relieving the City of its obligation to maintain the property.
- It would provide an educational opportunity for co-op members and people using the sidewalk, introducing them to new plants and habitats, and alternative, low-maintenance landscaping. - It would provide a habitat for butterflies and birds.

A large majority of the Beaver Creek community supported the plans to develop and maintain such a garden.

The contract stipulated that the city would help prepare the land, supply some of the initial materials and labour for the sign and pathways, and contribute \$400 for the purchase of plants. The co-op would supply the remainder of the materials and plants, and would be fully responsible for the ongoing labour and costs of maintaining the garden.

After the original 3 year contract expired in 1999, another contract was not signed, but the city and the co-op have informally continued with the arrangement.

In 1995-96 the Coop received a \$1,200 Friend of the Environment grant to maintain the prairie garden.

Since 1996, a wide variety of native grasses and flowers and even fruits have grown on the land. The co-op has continued to introduce new varieties of native plants and to care for the plants which are there, including a bi-annual controlled burn. The garden continues to mature.

Bylaw #8, Schedule N: Newsletter Policy

1. Content

- a) All submissions will be subject to the Human Rights Code of Canada and Ontario.
- b) Anything offered for public approval is open to comment and constructive criticism. *[March/2022]*
- c) Any material deemed libellous toward any individual or group will not be printed. To attack or cause injury to a person/group's reputation will not be allowed.
- d) Photos of members may be used in the newsletter if they have given such permission with a photo release form. *[March/2022]*
- e) Every copy of the newsletter will state that any opinions are those of the writer and not necessarily those of the newsletter Committee of Beaver Creek Co-op.
- f) Material which may contravene Newsletter policy may be brought before the Ad Hoc Editorial Committee.

2. Submissions:

- Co-op news is a priority.
- All original material must be signed by the author.
- Newspaper clippings, cartoons and announcements of interest shall be credited. • All articles may be edited for clarity, length, spelling, grammar, and unnecessary profanity. Extensively edited articles will be returned to the submitter for approval.
- The newsletter will not accept paid advertising.

3. Ad Hoc Editorial Committee

Material perceived to go against newsletter policy must be discussed with the submitter together with one of the following:

- a) Members of the newsletter Committee
- b) The Ad Hoc Editorial Committee

The submission will not be printed until this is done.

The Ad Hoc Editorial Committee will be composed of the President, (or designate) of the Board of Directors, the Board liaison to the Newsletter, the Editor and may include any other resource person(s) deemed pertinent to the discussion.

The Ad Hoc Editorial Committee will refuse to print articles judged libellous.

4. The Newsletter will not accept paid advertising.

5. All submissions to the Newsletter must be signed by the submitter.

Bylaw #8, Schedule O: Social Committee Policy

1. The Social Committee shall, whenever possible, use Co-op resources to achieve its goals and objectives.
2. The Social Committee will organise social events. Members or Committees requesting help from the social Committee must give written notice to the social Committee at least one month in advance for consideration.
3. The Social Committee annually budgets for member events (including refreshments at General Members' Meetings), and gifts as outlined in the Terms of Reference.
4. Gifts, using community resources, (i.e. skills, materials and member connections) are given to members under circumstances deemed appropriate by the Social Committee.
5. The Social Committee will organize a minimum of 4 events per year taking into consideration a diverse membership in the co-op.
6. At all social events the Social Committee reserves the right to send disruptive and/or *[October 2012]* unsupervised children home.
7. The Social Committee reserves the right to hold events limited to ages 16 and over.

Bylaw #8, Schedule P: Key Policy

1. It is essential that the co-op have emergency access to all units. Locks not changed in accordance with the key policy shall be removed and replaced at the member's expense.
2. Duplicate keys to all locks (office, units, etc.) will be secured in a locked key box in the co-op office.
3. Access to the duplicate key box is restricted to the President, Vice-President, Maintenance Chairperson, Maintenance Staff and Co-ordinator. No duplicate to this key is permitted.
4. A key designed to open the front door of the community centre and the photocopy room will be given to each unit. Upon move-out, this key and the member's unit keys must be returned to the office.
5. A key to the office door is to be held by the President, Vice-President, Secretary, Treasurer, Maintenance Chairperson, Newsletter Chairperson, Maintenance Staff and Co-ordinator. No duplicate to this key is permitted. There will be 3 extra keys which the Board can designate as required.
6. A key to the office file cabinets is to be held by the Treasurer and Co-ordinator. A key to the cabinet where the confidential Board minutes are kept will be held by the Secretary and the Co-ordinator. No duplicate key is permitted.
7. Keys to the landscape and maintenance rooms and sheds will be assigned to member representatives. Representatives will be posted on the co-op phone list.
8. Lost keys will be replaced at the member's expense.
9. All keys must be signed for. Responsibility for these keys will terminate when the key is returned to the co-op office.
10. Unit locks will be changed upon move-out.

Bylaw #8, Schedule Q: Unit Care Handbook

Well kept units are enjoyable to live in, less expensive to maintain, and easier to market.

This handbook is intended to assist you in caring for your unit. It contains specific information about caring for your unit, about your rights and responsibilities, and about the policies and procedures that govern decision making with respect to maintenance.

For a policy to be adopted or revised it must be approved by the appropriate Committee, approved by the Board of Directors, and confirmed at a Members Meeting.

Section 1.2 of this schedule is policy. *[October 13 2018]*

1. Unit Care: Policies and Procedures

1.1 Unit Care Procedures

For a procedure to be adopted or revised it must be approved by the appropriate Committee and approved by the Board of Directors. The following sections of the Unit Care Handbook are procedures.

- 2. Unit Care: Standard of Care *[October 14 2018]*
- 3. Unit Care: Rights and Responsibilities
- 5. Work Order Procedure
- 6. Unit Improvement Procedure
- 7. Annual Inspection Procedure
- 8. Emergency Procedure
- 9. Move-Outs: Inspection Procedure
- 10. Move-Outs: Checklist
- 11. Charges
- 12. Procedure for serious Bylaw or Ontario Fire Code infractions

The remaining section of the Unit Care Handbook is for your information. It provides some suggestions to guide decisions about replacing larger items such as appliances and flooring.

- 4. Unit Care: Replacing Larger Items

1.2 Unit Care Policies

1.2.1 Financial Policy *[October 14 2018]*

[Paint Allowance deleted: March 20 2005 ABM]

- a) The co-op will not reimburse members for costs incurred in a unit improvement.
- b) No reimbursement for costs incurred in a unit improvement may be asked by outgoing members of any member moving into a unit.
- c) No member may call a tradesperson unless explicitly authorized to do so. Members will pay the cost of unauthorized service calls.

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- d) Members may be charged for any costs incurred by the co-op in restoring their unit if damage is a result of non-compliance with any co-op policy or procedure. These costs may include full labour costs to repair or replace the item. If items are replaced, the costs will be prorated to the life span of the item.
- e) For replacing larger items, a member can pay the difference for an upgrade. The upgraded item becomes the property of the co-op. The member may not take it with them when they move out. The member may not ask the incoming member for payment for the upgraded item.
[October 14 2018]

1.2.2 Paint Policy *[October 14 2018]*

- When a member moves in, their unit is painted in co-op colours, unless they request to do it themselves.
- A member may request a can of paint of co-op approved colours for touch ups every 5 years.
- Members may not paint their units for 3 years after the co-op has painted. If you paint and move out before the 3 years is up, you will be charged the cost of repainting.
- Any arrangement for waiving the paint requirement must be handled through the co-ordinator.
- Outgoing members may be charged for any costs incurred by the co-op in restoring the unit to co-op standard shades.
- Only latex paints can be used.
- Do not add wallpaper, borders, finishes, wall treatments or anything that changes

the texture of the wall as these are costly things to remove from the wall.

Do not paint the following:

- window frames trim or seals.
- plumbing fixtures
- electrical switches, electrical sockets, lighting fixtures
- closet doors
- heating registers
- flooring
- countertops
- cupboards

Painting the following items requires a unit improvement request:

- exterior door
- interior doors
- ceilings

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- mailbox

2. Unit Care: Standard of Care

A small amount of effort can keep your unit looking sharp, and reduce maintenance time and expense for both you and the co-op.

2.1 Care Sheets *[October 14 2018]*

The Maintenance Committee will develop “care sheets” for various items in the units (for example: flooring, appliances, countertops, tubs).

After approval by the Maintenance Committee and the Board of Directors, these care sheets:

- a) will be procedures under this section, and
- b) will be the minimum expected standard of care.

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3. Unit Care: Rights and Responsibilities

This procedure indicates which elements of a unit a member is responsible for and which elements of a unit the co-op is responsible for. The Maintenance Committee is willing to assist any member unable to carry out work they are responsible for due to age, disability or lack of knowledge.

Where a member responsibility is listed in this section, it is considered part of the minimum standard of care. *[October 14 2018]*

Specific member responsibilities in the care of their unit are contained in the care sheets issued under section 2.1 of this schedule. It is the member's responsibility to report deficiencies by submitting a work order. *[October 14 2018]*

3.1 Envelope and Skeleton of Units

Includes:

Roof, siding, foundation, parging, posts and beams, other structural items, major electrical and plumbing (other than fixtures) items, furnace, ducts. Does not include gas hot water heater and the balconies and decks of accessible units 7 and 8.

Characteristics

- These items form the "envelope" and "skeleton" of the units.
- They cannot be easily serviced by members.
- They are usually not significantly influenced by members.

Rights and Responsibilities

Inspection and maintenance of these items is a co-op responsibility.

Members are expected to replace their furnace filters on a monthly basis during the heating season.

Notes

Most hot water heaters are not owned by the co-op, so it is the members' responsibility to maintain these by contacting the appropriate utility.

3.2 Windows, Exterior Doors, Trim and Seals

Includes:

Windows, front door (not surface paint), sliding patio doors, exterior and interior window frame paint, exterior and interior caulking around windows.

Characteristics

- Windows and doors are important aesthetic and functional elements.
- They are easy to maintain but costly when neglected as a result of broken seals, rotting and/or warping.
- Unit access is not required to inspect or service the exterior of these items, but is required to inspect or service their interior.

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Rights and Responsibilities

- The co-op is responsible for the inspection and most of the maintenance of windows, front doors and sliding patio doors.
- Inspection and maintenance of exterior trim and seals is a co-op responsibility.
- Inspection of interior trim and seals is a co-op responsibility.
- Do not paint window frames, trim or seals. See Section 1.2.2 (Paint Policy) of this schedule. *[October 14 2018]*
- Painting exterior doors requires a unit improvement request. See Section 1.2.2 (Paint Policy) of this schedule. *[October 14 2018]*
- Do not screw into any window frame or door. *[October 14 2018]*
- Members are responsible for promptly reporting any deficiencies or damage.

Window Mounted Air Conditioners *[October 14 2018]*

When installing air conditioners please be careful when taking out the screen. There are tabs on the bottom corners of the screen. Grab the tabs and lift up gently. When the screen comes out of the track move the screen down, turn it sideways and bring it into your unit. Screens should be stored in an upright position and nothing leaning against it.

When putting the air conditioner in you must put something on the track in order to support the air conditioner as the track can crack with the sliding of the air conditioner.

You must not drill, screw or nail anything into the window frame.

Make sure the air conditioner is sticking out of the window enough so it doesn't drip down the siding. Also make sure your air conditioner is placed at the proper angle so it doesn't drip inside the unit either.

Any damage caused to the window frame, screen or water damage inside the unit will be charged back to the member. If you need help taking out or putting your screen back in please fill out a maintenance request so our contractor can do it.

3.3 Caulking Around Tubs, Sinks and Fixtures Includes:

Caulking in and around bathtubs and shower control/head, caulking around edges of the bathroom and around other bathroom fixtures, caulking around kitchen sink.

Characteristics

- These items need regular inspection and maintenance.
- If not maintained regularly and with sufficient skill, the resulting water damage can be very costly to the co-op.

Rights and Responsibilities

- Members are responsible for inspecting and promptly reporting any damage to caulking around plumbing fixtures, bath and sinks or suspected signs of water damage.
- The co-op is responsible for the maintenance of these items and will conduct an annual inspection.

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3.4 Interior Fixtures and Fittings Includes:

Plumbing fixtures (includes faucets, basins, tub, tub surround, toilets), electrical switches, electrical sockets, lighting fixtures, interior doors, closet doors, heating registers, etc. *[October 14 2018]*

Characteristics

- These items will break at random intervals because of normal wear and tear.
- They can be repaired or replaced at a reasonable cost.

Rights and Responsibilities

- Do not paint: plumbing fixtures, electrical switches, electrical sockets, lighting fixtures, closet doors, heating registers. See Section 1.2.2 (Paint Policy) of this schedule. *[October 14 2018]*
- Members are required to report any broken or malfunctioning items.
- Items broken through normal wear will be replaced by the co-op.
- If members accidentally break an item (e.g. cover for light fixture), they will be expected to pay for a co-op-supplied replacement. *[October 14 2018]*
- If large numbers of items are damaged by a member or guest, or if an item is damaged deliberately, the co-op will charge the member responsible or deduct the costs from the member loan in the case of a member leaving the unit.

3.5. Appliances Includes:

Co-op owned fridges, stoves and electric water heaters.

Characteristics

- These items can be moved.
- Most components of these appliances can be fixed.
- Their life spans are variable and hard to predict.
- Replacement of these items is costly.

Rights and Responsibilities

- The members are responsible for the regular cleaning of the appliances and for promptly reporting any deficiencies in their operation.
- The co-op is responsible for the regular inspection and maintenance of appliances, and the repair and replacement of deficient appliances.

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3.6. Walls and Doors

Includes

Drywall, all interior paint (except window and door trim and seals covered above), paint on outside of front door, general unsullied appearance. Does not include flooring.

Characteristics

- These are important aesthetic elements for all members, including prospective and incoming members.
- Their nature and appearance varies widely depending on the personal tastes of the members.
- These items make up a large part of the unit.
- These items can usually be restored to an excellent condition with relative ease.
- The reason wallpaper is not allowed in the co-op is because it can cause great damage to the surface of drywall when removed. *[October 14 2018]*

Rights and Responsibilities

- Members receive their units in good condition and are expected to leave them in good condition upon move-out. If the walls are left in anything other than good condition upon move-out, the member loan will be used as needed.
- In the case of internal moves where the walls are not in good condition, the move may be disallowed.

3.6.1. Painting *[October 14 2018]*

- When a member moves in, their unit is painted in co-op colours, unless they request to do it themselves.
- A member may request a can of paint of co-op approved colours for touch ups every 5 years.
- Do not add wallpaper, borders, finishes, wall treatments or anything that changes the texture of the wall as these are costly things to remove from the wall. See Section 1.2.2 (Paint Policy) of this schedule.

3.7 Flooring, Countertops, and Cupboards

Includes:

All flooring (includes linoleum, carpet, hardwood, laminate, vinyl), countertops, cupboards.

Characteristics

- These are important aesthetic elements to members.
- New occupants will inherit these items in a worn condition and will, through the process of normal wear, leave them somewhat more worn.
- Maintenance of these items by the members will in large part dictate their life-span and the impact of neglect can be dramatic.
- Most damage cannot be repaired short of replacing the items.
- Most of these items are very costly to replace.

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Rights and Responsibilities

- Do not paint flooring, countertops, or cupboards. See Section 1.2.2 (Paint Policy) of this schedule. *[October 14 2018]*
- Members are responsible for the regular inspection and maintenance of these items and for reporting any deficiencies.
- The co-op is responsible for scheduling the replacement of these items.

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4. Unit Care: Replacing Larger Items

4.1 Preamble

The Co-op is getting older, and many larger items such as flooring, windows, doors and appliances will be replaced in coming years. For many of these items, their replacement will be staggered over several years and the Maintenance Committee will have to determine the order for their replacement. This is not necessarily a simple matter. Many potential disputes and concerns can arise when trying to come up with an order for the replacement of items. The Committee has come across several such disputes, and they will increase in frequency as more items are replaced in upcoming years. Consequently, the Maintenance Committee has to determine how to replace larger items in the most fair and equitable way possible while ensuring that the Co-op is maintained properly and resources (time and money) are spent wisely.

First, general strategies are identified and discussed for determining the order of replacement of these larger items when they cannot all be replaced at once.

Appropriate strategies are then discussed for different categories of items, and suggestions for each are recommended. These suggestions provide guidance to the Maintenance Committee for the order of replacement of larger items and also clarify this process for all members.

This section of the Unit Care Handbook is for information. It is neither policy nor procedure.

Bylaw #8, Schedule Q: Unit Care Handbook

4.2 General Strategies for Replacement of Larger Items

4.2.1. Condition of Item

The order of replacement depends upon the condition of the item. The items would be ranked from poor to good, and would be replaced in that order.

This method is now being used for solar windows and sliding doors. For this method, a survey has to be conducted to rank the items. This ranking method would be based on specific criteria to ensure objectivity. If the assessment of condition is done well, this is a sound method. The rankings may need to be reviewed and updated periodically. This method requires a lot of time and/or money to make accurate assessments. Also, poor maintenance may be indirectly rewarded with faster replacement because poor condition items would be replaced earlier. This may not inspire members to be proactive about maintenance.

4.2.2. Lottery

The order for replacement of items is determined by lottery.

With this method, unit numbers requiring replacement of an item are placed in a hat and the order in which they are picked from the hat would be the order of replacement. This is the least biased method since the order of replacement would be random. It would also be unrelated to the condition of the item. This method is also of great advantage to the Maintenance Committee because there is a minimal time requirement for determining the order of assessment. If items are replaced over a relatively short period of time (i.e., 2 consecutive years), a lottery may be the best method since the waiting period is relatively short, minimizing potential conflicts.

4.2.3. As Needed

Items are considered for replacement when a non-functional item is brought to the attention of the Maintenance Committee and the Committee agrees that the item needs to be replaced.

This is a one-at-a-time approach with minimal planning involved. The minimal planning is a blessing because minimal time or effort is spent by the Committee, but a curse because the Committee never really knows the real state of those items throughout the Co-op. There is also a danger that persons will take advantage of this system and have more items replaced faster, to the detriment of other units which really require items replaced. This option is best used in association with other strategies.

4.2.4. Move-out

Items requiring replacement are identified at move-out and are then replaced. This is a special case of the "as needed" case above, but the assessment of need is made during the move-out inspection when the inspector is given the proactive option of recommending replacement of an item. This strategy has the advantage of impressing prospective and new members and improving marketability, but perhaps the disadvantage of alienating current members.

Bylaw #8, Schedule Q: Unit Care Handbook

4.2.5. Partial Payment

Members are given the option of paying in part for replacement of an item, with the co-op paying for the rest.

With this method the member could have their item replaced before it is scheduled to be replaced. The Co-op would retain complete ownership of the item. One possible scheme would be to charge a member the amount of lost interest income to the Co-op. For example, if the item is supposed to be replaced in 4 years, the Co-op would charge them 4 years of interest to replace it now. This is a user-pay strategy, with the advantage of allowing faster replacement of items. The disadvantage is that it is not equitable; people who cannot afford to pay may not be pleased.

Bylaw #8, Schedule Q: Unit Care Handbook

4.3 Recommended Procedures for Specific Larger Items

4.3.1. Solar Windows, Windows and Sliding Doors

Characteristics

These are all part of the shell of a unit and problems with them can lead to other damage (i.e. rot, water damage) which can in turn lead to far greater expense.

Options

Since there is potential for further damage if the worst windows/doors are not replaced first, it makes sense to use a "condition of item" approach, setting priorities from worst to best and replacing them in that order. Recommendation

A "condition of item" strategy will be used to determine the order of replacement for solar windows, windows and sliding doors.

4.3.2. Appliances

Characteristics

Wear in an appliance such as fridge or stove is not necessarily obvious so it may not be easy to assess condition in an adequate manner. As well, although they may have a general life expectancy, they may continue to operate well for a longer time, and some appliances such as stoves may be easily repaired.

Options

- Since it is difficult to assess refrigerators and stoves, a condition approach may not be easy to use.
- A "lottery" approach would be feasible, especially if they are replaced over a shorter period.
- An "as needed" or "move-out" approach would be feasible in the short term.
- A "partial payment" type of option would likely work quite well for appliances, especially since we can buy wholesale. The old appliances could be sold to help defray part of the cost or could be bought as second fridges.

Recommendation

Combinations of the "lottery", "as needed", "move-out" and "partial payment" strategies will be used for the replacement of appliances.

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4.3.3. Flooring (Linoleum, Carpet and Hardwood)

Characteristics

Flooring is an important functional and aesthetic element in units. Many members simply do not like their present linoleum and carpet.

Options

- Although it is possible to use a "condition of item" approach and rank linoleum or carpet, there are wide discrepancies in members' standards. Also, since many people do not like their floors, any ranking scheme may be viewed as wrong. Floors in poor condition are most often a result of poor maintenance - we might be rewarding those members who do not take good care of their flooring. People who look after their floors may be upset if they have to wait the longest for the replacement of the floors. Therefore, although it is possible to use a "condition of item" approach, it may create many headaches.
- A lottery approach would be feasible, especially if the replacement is made over a relatively short period (2-3 years). If members do not have to wait too long, most would probably view a lottery as a reasonable method.
- An "as needed" approach could be used in exceptional instances where floors are in very poor condition.
- A "move-out" approach would be feasible as a secondary strategy in cases where improved flooring could improve the marketability of a particular unit.

Recommendation

A combination of "as needed", "move-out" and "lottery" strategies will be used to replace flooring.

Bylaw #8, Schedule Q: Unit Care Handbook

5. Work Order Procedure

1. Members will deliver their work order request forms to the Coordinator. No phone or verbal request will be accepted.
2. The Coordinator will prioritize the work orders. If the work cannot be done immediately or will not be done, the Coordinator will communicate this to the member.
3. Work orders that require spending authority beyond that of the Coordinator, or work that is too demanding in scope for the available resources, must be brought to the Maintenance Committee for a decision. The Coordinator is free to bring any particular work order to the Maintenance Committee.
4. The Coordinator, Maintenance Committee and Maintenance staff person are responsible for the accurate filing and management of work orders.
5. A copy of every completed work order and related purchase orders must go into the appropriate unit file.
6. A copy of purchase orders related to the work will be attached to the work order request form.

Bylaw #8, Schedule Q: Unit Care Handbook

6. Unit Improvement Procedure

6.1 Guiding Principles

1. Major improvements are made for the sole pleasure and use of the member. Members assume the risk that their lifestyle may change, involving a move before they have totally "reaped the benefits".
2. No reimbursement for materials or labour will be made by the Co-op at the time the improvements are made or at move out.
3. No reimbursement for materials or labour may be asked by the member to any member moving into the unit.
4. Changes made without written approval from the Maintenance Committee must be restored to the original condition.
5. Copies of all documentation relating to unit improvement requests will be kept in the appropriate unit file.

6.1.1. Before beginning work

1. The member seeking to make the improvement must submit a proposal to the Maintenance Committee with enough detail to assure the Committee that the work proposed will be done in a competent and timely manner. The member should indicate how they will comply with any relevant building codes and provide copies of all building permits.
2. The Maintenance Committee will respond to the request in writing indicating whether or not the proposal is acceptable.
3. If a unit improvement proposal is approved, the member and the Maintenance Committee, on behalf of the Co-op, will enter into a simple contract to ensure that:
 - The work is done in a competent and timely manner.
 - Both parties are aware that the unit improvement becomes the property of the Co-op.
 - The member covers all costs of the work.
 - Both parties are aware of the consequences of default on the contract.

6.1.2. After the work is complete

1. The Maintenance Committee will inspect all unit improvements.
2. If the work is acceptable, a letter indicating so will be written to the member and a copy placed in the unit file.
3. If the work is unacceptable, a letter indicating so will be written to the member and a copy placed in the member file. If, after 30 days the member has not brought the work up to standard, the Co-op will, at a time of its choice, endeavour to return the unit to its prior condition and will bill the member for all costs incurred.

Bylaw #8, Schedule Q: Unit Care Handbook

7. Annual Inspection Procedure

7.1. Unit Inspection Team (UIT)

1. Unit inspections will be carried out by at least two members of the Unit Inspection Team (UIT).
2. The UIT will consist of three to five trained individuals that may include the coordinator, maintenance staff person, a member of MSC, and must include a member of the Maintenance Committee.

7.2. Annual Inspections

1. Each unit will be inspected annually.
2. Each unit will be given seven days notice of an inspection. It is preferable, though not necessary, for a member living in the unit to be present.
3. After the inspection, a checklist of cleaning and repairs will be reviewed with the member, if present, and any particular repairs needed in that unit will be noted. The inspector will identify what work is required of the member and what work is required of the Co-op. The member shall receive, within seven days, a list of work required of the member and of the Co-op.
4. The Coordinator will make out work orders for each task to be performed by the Co-op. One such work order will be to check that the work required of the member is completed within five weeks of the inspection.
5. It is the responsibility of members to point out any needed repairs that they are aware of, especially those that may not be obvious to the inspectors.
6. Upon request, the Maintenance Committee may be able to help with repairs and or cleaning that the member is unable to make.

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8. Emergency Procedure

The purpose of the Emergency Procedure is to provide service in a crisis situation when regular procedures are not adequate.

The following conditions constitute an emergency.

- Life is endangered.
- Immediate health hazard exists.
- Essential services may be lost.
- Significant financial loss will arise if immediate action is not taken.
- Public or private property needs to be protected.

8.1 Extreme Emergencies

In case of fire, gas leak, severe accident, or comparable situation, the member should call the appropriate emergency number and then report the emergency to the Coordinator or Maintenance Chairperson.

8.2 Other Emergencies

1. In the case of leaking pipes, floods, electrical breakdown and similar situations the Coordinator or Maintenance Chairperson, or their delegate, should be informed. The Coordinator or Maintenance Chairperson, or their delegate, will evaluate the situation and call a tradesperson if needed. Delegates must be recognized under the Spending Policy.
2. No member may call a tradesperson unless explicitly authorized to do so. Members will pay the cost of unauthorized service calls. If the Coordinator, Maintenance Chairperson, or their delegate cannot be reached, the Co-op may pay the bill.
3. The Coordinator will report all emergencies to the Maintenance Committee.

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9. Move-outs Inspection Procedure

1. When there is a move-out in the Co-op, the Maintenance Committee Chairperson will arrange for a quick inspection of the unit to determine whether or not down time is needed for repairs. Down time will only be arranged for work that would cause intolerable conditions for someone living there. This may be the case if a hardwood floor needs to be sanded and refinished. MSC will be informed immediately if down time is needed.
2. The Unit Inspection Team (see 7.1) will arrange to have at least 2 of its members perform a preliminary move-out inspection as soon as possible, preferably with the member present. The UIT will check the unit file for unit improvement forms and documents relevant to the move-out inspection. The UIT will consist of 3 to 5 trained individuals that may include the coordinator, maintenance staff person, a member of MSC, and must include a member of the Maintenance Committee.
3. During the preliminary move-out inspection, a checklist of cleaning and repairs will be reviewed with the member, if present, and any particular repairs to that unit will be noted. The inspector will identify what work is required of the member and what work is required of the Co-op. Within seven days the member shall receive, from the Co-ordinator, a list of work required of the member and of the Co-op. Any work not completed by the Co-op at move-in shall be communicated to the incoming member.
4. It is the responsibility of the moving member to point out any needed repairs that they are aware of, especially those that may not be obvious to the inspectors.
5. Upon request, the Maintenance Committee may be able to help with repairs and or cleaning that the member is unable to make. Arrangements must be confirmed in writing at least 30 days prior to move-out.
6. If down time is required, the maintenance Committee will make arrangements to have all repairs done as soon as the unit is vacant.
7. Upon vacating the unit, the member will submit all copies of their keys to the Coordinator, or their delegate.
8. As soon as the unit is empty, the UIT will do a final inspection. This will take place before the new member moves in. Every attempt will be made to have the preliminary and final inspections done by the same people.
9. Upon completing the inspection, the inspectors will assess the work not done adequately by the member and notify the Coordinator who will notify the member. The inspectors will prepare a written report (this can be the same as the checklist used for the preliminary inspection), sign it, and give copies to the Coordinator and members.
10. The Coordinator will inform the outgoing member of the possibility of charges for any repairs or work done by the Co-op as a result of work not done properly by the member.

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10. Move-outs: Checklist

10.1: Preamble

To help ensure that your unit is left in good condition and ready for occupancy by new members, the Maintenance Committee has prepared a checklist of tasks that should be taken care of before you move out. We wish to remind you that work completed by the Co-op on your behalf will be charged against your member loan. A complete description of member rights and responsibilities with respect to maintenance is provided in the document Unit Care: Rights and Responsibilities. Please refer to Section 3 of the Unit Care Handbook.

10.2: General

- Carry out any repairs identified during the Preliminary move-out inspection of your unit.
- Ensure that all fixtures, hardware, shelving and other fittings originally in place are present and in good condition. Repair or replace as necessary.

10.3: Interior

10.3.1: Walls and Ceilings

- Walls should be left clean and free of marks.
- Decorative tiles, mirrors, cork Board or other wall finishes which have been applied by the member must be removed and the wall surface restored.
- Nails, screws, anchors, picture hooks and ceiling hooks should be removed and the holes filled and touch up paint applied.
- Walls damaged during the move must be repaired and touch up paint applied.
- All wallpaper must be removed upon move-out unless waived by the incoming member. Please see Section 3.6 Walls and Doors of the Unit Care Handbook for details.
- Please consult with the Office before any repairs to holes larger than those caused by nails, hooks or hangers are carried out.

[amendments to 10.3.1 approved by Maintenance and Board March 2005]

10.3.2: Doors

- Any doors which have been removed must be rehung.
- Doors should be left clean and free of marks or decals.
- Outside doors should be closed and locked.

[amendments to 10.3.2 approved by Maintenance and Board March 2005]

10.3.3: Windows

- Clean windows, sills and frames.
- Windows and screens must be present and in good condition. • Windows and screens must be left closed and locked.
- The solar blanket should be properly hung.

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10.3.4: Floors

- Vacuum all bare and carpeted floors. Wash all floors.
- Carpeted areas must be professionally steam-cleaned on move-out if the carpets have not been professionally steam-cleaned within the past 12 months. Please have receipts available. The Co-op will arrange for the steam-cleaning for you after you move out and will charge the expense against your member loan (less the \$60 carpet-cleaning rebate). *[Board - February 2013]*
- Members can book a Co-op-approved professional carpet cleaning contractor themselves but the cleaning must be done when the unit is empty so that all carpets (not just traffic areas) will be cleaned. Whether you do it or the Co-op does it, the cost to you is likely to be the same. The Co-op offers this service as a convenience to the members who are moving out. *[Board - February 2013]*
- Damage judged by the Maintenance Committee to be in excess of normal "wear and tear" may result in flooring replacement and consequent charges to your member loan.

10.3.5: Electrical Fixtures

- All light fixtures must be present, clean and in good condition.
- Switch plates and outlet covers must be free of marks, paint splatters, cracks or chips.
- Painted or damaged covers must be replaced by the member.
- The cable outlet must be clean and free of paint splatters.
- Exhaust fans must be vacuumed and wiped clean.
- Smoke detectors must be clean, free of paint splatters and functional.
- Thermostats, heat ducts and baseboard heaters must be clean, free of paint splatters and functional.

10.3.6: Bathrooms

- Clean the basin, tub, shower, toilet and toilet tank.
- All decals must be removed.
- Clean medicine drawer and vanity top and cupboard.
- Towel bars and shower rod must be clean and in good condition.
- Chrome fixtures, tile and caulking must be clean and in good condition.
- Walls and floors must be washed.
- Taps should not drip.

10.3.7: Kitchen

- Clean the stove inside and out using appropriate cleansers.
- Oven and burner controls, oven racks, broiler pan, drip pans and burner rings must be clean, free of grease and functional.
- The exhaust fan, hood and screen must be clean and free of grease.
- Defrost the fridge.
- Clean the fridge inside and out.

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- Racks and crisper must be clean and intact.
- Clean cupboards, counter tops and chrome fixtures.
- Cupboards, countertops and fixtures must be in good repair.
- Taps should not drip.

10.3.8: Basement

- Remove all personal items from the basement.
- Clean furnace filter or replace as necessary.
- In the heating season, set the thermostat to 18 degrees Celsius.
- Leave all windows closed and locked.
- Ensure taps are not dripping and that floor drains are operational.

10.4. Exterior

10.4.1: Lawn and Fence

- The lawn must be free of garbage and in good condition.
- In season, cut the grass.
- Fences must be left in good condition.

10.4.2: Unit Exterior

- Ensure that balcony is free of garbage and swept clean.
- Down spouts must be in good condition.
- Exterior light fixtures and mailboxes to be present and in good working condition.

10.5: Keys

All keys should be returned to the Coordinator or their delegate.

11: Charges

11.1: Preamble

Members of the Co-op can reasonably expect that all members will take appropriate care of their unit. Poor care results in higher costs. In order to minimize the impact of negligent behaviour of any member, the Co-op may choose to recover any costs associated with restoring a unit to marketable condition.

11.2: The Rate

- The Co-op will charge for all contract costs.
- Above and beyond contract costs, the Co-op will charge \$25/hour for each person hour of staff, or volunteer time used to restore a unit.
- This hourly charge is intended to recover costs and to encourage members to fulfil their obligations.
- The Co-op may charge, at its discretion, for any materials used.
- The charge will be reviewed annually by the Maintenance Committee.

11.3: At Move-out

- The Unit Inspection Team (UIT) has the authority to decide whether or not walls need to be repainted.

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- If a member disagrees with the decision of the UIT, he or she should speak first with the UIT. If no resolution is reached, the decision of the UIT may be appealed to the Board of Directors.
- The Coordinator and Maintenance Committee Chair shall agree on the number of hours to be charged. This number, and the consequent charge, shall be communicated to the outgoing member in writing.
- All costs incurred for restoring a unit at move-out will be deducted from the member loan before any part of the member loan is refunded.

11.4: Record Keeping

The Co-op will ensure that complete and accurate records are kept in order to substantiate any of the charges levied.

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12: Procedure for Serious Bylaw or Ontario Fire Code Infractions

12.1: Preamble

This procedure details the steps the Co-op will take if the Co-op determines a serious infraction of Bylaw #8, its schedules, and/or the Ontario Fire Code has occurred.

12.2: Who Acts for the Co-op

- (a) The Coordinator, Inspections Coordinator or other representatives will normally carry out the steps and duties specified in this procedure.
- (b) Infractions are typically, but not always, identified by unit inspectors. They may also be identified by contractors, for example. There may be occasions where the Board may appoint other representatives to deal with these issues.

12.3: Examples

Examples of a failed inspection may be (but are not limited to):

- (a) inspectors observe that the the member has disabled or removed a smoke alarm or carbon monoxide alarm, or has failed to notify the Co-op when the operation of a smoke alarm or carbon monoxide alarm is impaired in violation of Bylaw #8, Schedule C, paragraph 1.3, and/or the Ontario Fire Code paragraphs 6.3.3.5, 6.3.3.6, 6.3.4.5 and/or 6.3.4.6.
- (b) inspectors observe evidence of sleeping quarters in the basement of a unit that does not have a walk-out basement, in violation of Bylaw #8, Schedule C, paragraph 1.5, the Ontario Fire Code and/or the Ontario Building Code.
- (c) the Coordinator and/or Inspections Coordinator and/or their representatives determine that a member(s) has not met the minimum care of the unit as stated in Bylaw #8, Article 5.6.1, Bylaw #8, Schedule C, paragraph 3.1, and Bylaw #8, Schedule Q, section 3 (Unit Care: Rights and Responsibilities).
- (d) the Coordinator and/or Inspections Coordinator and/or their representatives determine that the member has done something, or failed to do something, that impairs the safety of members, or could cause or has caused undue damage to the Co-op's property (for example, but not limited to, storage of flammable materials within 18 inches of the furnace, indoor storage of propane tanks, damage by pet urine and/or feces in the unit, pest infestation).

12.4: Notice of Follow-up Inspections

- (a) A twenty-four notice will be given to the members for any follow-up inspections as a result of the procedure per Bylaw #8, Article 5.2.2.

12.5: Procedures

When the Co-op determines a member(s) has committed an infraction, the following procedures will be followed.

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- (a) In the case where the member has disabled, or removed a smoke alarm or carbon monoxide alarm, or failed to notify the Co-op when the operation of a smoke alarm or carbon monoxide alarm is impaired:
 - (i) If a smoke alarm or carbon monoxide alarm is found to be missing, the Co-op will immediately replace the alarm and the member will have 24 hours to produce the original smoke alarm or carbon monoxide alarm. Otherwise the replacement cost will be charged to the member per Bylaw #8, Schedule Q (Unit Care Handbook), 1.1(d) (Unit Care Policies), and Section 11 (Charges).
 - (ii) The first time a member(s) has committed such an infraction the Coordinator will write a letter to the member(s) reminding them of their obligations under Bylaw #8, Schedule C, paragraph 1.3, and under the Ontario Fire Code. The letter will inform the member(s): (1) that subsequent violations may result in the matter being referred to the Board with a recommendation to consider eviction proceedings; (2) of the times of follow-up inspections that will be conducted by Co-op representative(s) to ensure prompt and continued compliance; (3) that any or all of these inspections may be attended by the appropriate fire safety official.
 - (iii) After the second such infraction by the member the matter will be referred to the Board with a recommendation to consider eviction proceedings.
- (b) In the case of sleeping quarters in the basement of a unit that does not have a walkout basement:
 - (i) The first time a member(s) has committed such an infraction the Coordinator will write a letter to the member(s) reminding them of their obligations under Bylaw #8, Schedule C, paragraph 1.3, and under the Ontario Fire Code. The letter will inform the member(s): (1) that they must immediately cease using the basement as sleeping quarters; (2) that subsequent violations may result in the matter being referred to the Board with a recommendation to consider eviction proceedings; (3) of the times of follow-up inspections that will be conducted by Co-op representative(s) to ensure prompt and continued compliance; (4) that any or all of these inspections may be attended by the appropriate fire safety official.
 - (ii) After a second such infraction the matter will be referred to the Board with a recommendation to consider eviction proceedings.
- (c) In the case of failure to meet the minimum care of the unit:
 - (i) The Coordinator will write a letter to the member(s) informing them of the Co-op's determination that they are in violation of Bylaw #8, Article 5.6.1 and/or Article 5.6.2 and/or Bylaw #8, Schedule C, Article 3.1. The

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letter will invite them to meet with the Coordinator to discuss ways to resolve the situation. The member will be asked to provide a written proposal to the Co-op that specifies the exact steps that will be taken to resolve the issue. The proposal must include (1) a time line for having the unit brought up to a standard level of minimum care, and (2) agreed procedures to ensure that the unit continues to meet at least the minimum standard of care and (3) the times of follow-up inspections that will be conducted by Co-op representative(s) to ensure prompt and continued compliance. Once the proposal is accepted by the Co-op, the member must comply. If an agreement between the member and the Co-op cannot be reached the matter will be referred to the Board.

- (ii) Failure to meet any of the conditions agreed upon between the Co-op and the member(s) will be grounds for referring the matter to the Board with a recommendation to consider eviction proceedings.
- (d) In other cases:
- (i) The Coordinator and/or Inspections Coordinator or their representatives will write a letter to the member(s) informing them of the Co-op's determination that they are in violation of a specific bylaw of the Co-op. The letter will invite them to meet with the Coordinator to discuss ways to resolve the situation. The member will be asked to provide a written proposal to the Co-op that identifies the exact steps that will be taken to resolve the issue. The proposal must include a time line for having the unit brought up to a standard level of minimum care, and agreed procedures to ensure that the unit continues to meet at least the minimum standard of care. This should include the times of follow-up inspections that will be conducted by Co-op representative(s) to ensure prompt and continued compliance. Once the proposal is accepted by the Co-op, the member must comply. If an agreement between the member and the Co-op cannot be reached the matter will be referred to the Board.
 - (ii) Failure to meet any of the conditions agreed upon between the Co-op and the member(s) will be grounds for referring the matter to the Board with a recommendation to consider eviction proceedings.

Bylaw #8, Schedule R: Pesticide Policy

The pesticide policy applies to all common areas of the co-op, as well as garden plots and members' private front and back yards.

Policy

1. There will be no unauthorized chemical pesticides used at Beaver Creek. The co-op will promote the following forms of pest control:
 - Turf maintenance: to control weeds, the co-op will improve the turf through aerating, seeding, top-dressing and the application of organic fertilizers.
 - Physical, biological and cultural controls: to control insects in gardens and in co-op landscaped areas:
2. In the event of a severe infestation, the Landscape Committee may approve the use of chemical pesticides, if other forms of control have been unsuccessful.

Definitions

Pesticides is a generic term that includes the following:

- a) Herbicides: to kill plants
- b) Insecticides: to kill unwanted insects
- c) Fungicides: to prevent rot on seeds, and to prevent fungi from attacking fruits and vegetables
- d) Nematocides: to kill harmful nematodes (small worm-like insects that live in the soil) that attack plant roots

Background

There are 5 main forms of pest control:

- a) Physical controls: includes such things as mosquito netting, row covers, sticky traps to bait insects
- b) Cultural controls: includes crop rotation, mixed cropping, companion planting, as well as sanitation (removing plant debris)
- c) Biological controls: using other living things to control pests (generally using insects to control insects such as ladybugs and lacewings)
- d) Chemical controls: chemically formulated compounds to kill weeds or insects
- e) Genetic controls: using genetic material (DNA) to alter the genetic makeup of plants to enhance their defence mechanisms against insects.

Rationale

The consequences of using chemical pesticides can include the following:

- a) Poisoning: This can result from incorrect application of the chemicals, faulty equipment, applying the chemical in incorrect doses, or not wearing adequate protective gear. Pesticides can also be tracked indoors by humans or pets, potentially causing harmful effects.
- b) Wildlife: Chemicals are ingested by animals, (earthworms, bugs, etc.). When these animals are eaten by other animals, the chemicals are

Bylaw #8, Schedule R: Pesticide Policy

passed up the food chain. Pesticides are stored in animal fat, and are not readily broken down. The result is that the accumulation of pesticides is magnified up the food chain.

- c) Effect on non-target species: Pesticides can kill beneficial insects as well as unwanted or harmful insects.
- d) Development of resistant species: Insects and plants develop a resistance to pesticides, resulting in further applications of different pesticides.
- e) Soil contamination: Pesticides can kill beneficial soil organisms. Toxic chemicals can accumulate in the soil, inhibiting plant growth.
- f) Groundwater contamination: Chemicals can leach from the soil into the groundwater.

Bylaw #8, Schedule S: Personal Information Policy

Background

Personal Information and the Co-op's Personal Information Policy

In April 2000, the federal government passed a law to protect the privacy of personal information – the Personal Information Protection and Electronic Documents Act (PIPED Act). This law applies to housing co-ops as of January 1, 2004.

The Act requires Beaver Creek Housing Co-operative Inc. to tell applicants and members what personal information we have, how we use it, and how we share it. It applies to information that we have collected in the past as well as information that we will collect in the future.

Here is a list of the personal information that we may have about applicants and members.

Information

Contact Information; household size and composition; household income; place of employment; housing charge payment record; age and gender; medical information; any incidence of property damage; complaints filed by other concerning the household; pet information; proof of insurance info, vehicle information and next of kin and emergency contact.

Who we will share it with

Office staff; Board of Directors; member selection, subsidy and arrears, maintenance and unit inspection committees; auditors and CMHC

We use this information to:

- Comply with our Operating Agreement and/or Bylaws
- Decide if applicant/members qualify for a subsidy and to calculate the subsidy
- Decide if members qualify for an internal move
- Determine if member qualifies to be a director

The PIPED Act requires Beaver Creek Housing Co-op to designate a person responsible for handling questions or complaints about how the co-op uses and protects personal information. The co-op's Personal Information Protection Officer carries out this duty. The Board should appoint this person as soon as possible. A Term of Reference for this position will need to be drafted for approval.

Any questions or objections regarding how Beaver Creek Co-op handles personal information of applicant/members will be directed to the Personal Information Protection Officer appointed by the Board of Directors from time to time. *[March 2014]*

Obtaining Consent

Application for membership – there will be an area on the application to sign acknowledging information required and that applicant is in agreement of providing the information. Completing and signing application for membership form give consent.

Bylaw #8, Schedule S: Personal Information Policy

Application for subsidy – All members who make an application for subsidy must sign the application form for subsidy. Completing and signing application for subsidy form give consent to provide the necessary information required to do the calculations;

The individual member/applicant, legal guardian or person that holds the power of attorney can give consent. This consent must be in writing;

Consent may be withdrawn provided there are no legal restrictions and the withdrawal must be in writing.

Protection of Personal Information – Safeguards as well as Disclosure

All due diligence will be used in safeguarding all personal information

In regards to credit checks, only the Treasurer and the Co-ordinator will see an applicant's credit check. Recommendations regarding the applicant's credit will go to the finance committee and/or the Board of Directors.

The credit report is to remain in the office until the membership process is complete. If the application is rejected due to poor "personal financial management" indicated in their credit report, the applicant must be notified of this reason. If they wish specific details of the credit report, they will be required to contact the credit bureau personally for their report at their expense.

Any financial information received will be kept in a locked file cabinet in a locked office. The people who may see the information will be the Co-ordinator, subsidy and arrears committee, auditor, CMHC (on a need to know basis)

Any medical information will be kept in a locked file cabinet in a locked office. The people who may see the information will be the Co-ordinator, the Board of Directors and the CMHC (on a need to know basis).

All member files will remain in a locked file cabinet in a locked office. The person who will see it will be the Co-ordinator.

Any vehicle information will be kept in a locked file cabinet in a locked office. The people who may see the information will be the Co-ordinator, the Board of Directors and the collection agency (on a need to know basis).

All members who have access to member files would sign a confidentiality agreement.

Fax and phone messages will be accessible to only the co-ordinator or designated director.

Accuracy

Anyone can request to see his or her personal information kept by the co-op in order to check accuracy. Any mistakes that are uncovered will be corrected expeditiously by the co-op.

Names, phone numbers and number of people in a unit can be updated once a year for the Annual Household Information Update Report

Bylaw #8, Schedule S: Personal Information Policy

Safeguards

The office will have a full phone listing and age of residents. If a member does not want their phone number known, then it will be marked as unlisted. *[March 2019]*
Financial records are on the office computer and are password protected. The access is limited to the Co-ordinator, Bookkeeper and the Auditor. On a need to know basis, the Treasurer, subsidy and arrears committee and CMHC will have visual access.

Individual Access & Openness

Members or individuals must request in writing any of their personal information they want.

The Co-op office will require a minimum of 2 business days to make the member's file information available for review by the member. A meeting will be set for the file to be reviewed.

Individual member file information can only be reviewed in the co-op office in the presence of the Co-ordinator or other designated person. The file will not be allowed to leave the Co-op office.

The Co-op office will make any requests for photocopies of the personal information in the file in a timely manner.

Limiting Collections

Income information will only be collected if subsidy is requested.

Contact information will be collected in order to be able to speak to or get a message to an individual or member.

Household member numbers will be collected only for the person per bedroom policy. This is also for insurance purposes in case of fire.

Age information will be collected to ascertain member status and for social activities.

[March/2014]

Vehicle and pet information will be collected to be in compliance with the co-op's bylaws regarding the number of vehicles and pets.

Retention

All information will be retained as long as members live in the co-op.

Subsidy information must be retained for seven years.

Files will be shredded or purged 7 years after a member moves out of the co-op, unless they owe money to the co-op. *[March/2014]*

Withdrawn or rejected applications will be shredded after one year.

Bylaw #8, Schedule S: Personal Information Policy

Accountability

The co-op will name a privacy officer who will receive any and all complaints regarding the Privacy Act

If the privacy officer resigns, the co-op will name another one in an efficient manner.

All information must be handed over to the new officer.

Personal Information Protection Policy

1. The Personal Information Protection Officer will ensure that Beaver Creek Housing Co-operative Inc. follows the Personal Information Protection and Electronic Documents Act (PIPED) and its principles. They will receive and follow up on any inquiries or complaints about how Beaver Creek Housing Co-op collects, uses and shares personal information.
2. Beaver Creek Housing Co-op shall collect only the personal information that it requires to ensure sound management of Beaver Creek Housing Co-op Inc. and to fulfill its obligations to its members and the government.
3. Beaver Creek Housing Co-op shall use and share personal information only with the agreement of the individuals concerned.
4. Beaver Creek Housing Co-op will store personal information securely to prevent unauthorized use. Beaver Creek Housing Co-op will destroy personal information when it is no longer needed.
5. Individuals will, on request, have access to any personal information about themselves that Beaver Creek Housing Co-op has. Beaver Creek Housing Co-op will correct any errors in personal information that the individual brings to its attention.

Passed by the Board of Directors May 10, 2005.

Passed by the General Membership June 19, 2005

Bylaw #8, Schedule S: Personal Information Policy

Personal Information Protection Statement

BEAVER CREEK HOUSING CO-OPERATIVE INC.

I agree that Beaver Creek Housing Co-op may keep the following information about me:

Family Contact Information	Household size and composition
Household income	Place of Employment
Previous housing situation	Co-op financial records on your household
Age & Gender	Medical information
Any incidence of property damage	Complaints (filed by others concerning the Household)
Housing charge account information	Next of kin & emergency contact
Vehicle registration and license plate	Landlord references
Household Content Insurance info	Pet information
Credit Check	Social Insurance Number

I agree that this personal information may be made available to the following people only as it relates to their positions:

Office Staff	Board of Directors
Member Selection Committee	Subsidy and Arrears Committee
Maintenance Committee	Unit Inspections Committee
Auditors	CMHC
Collection Agency	Lawyer

I understand that Beaver Creek Housing Co-op will use the information to:

- Contact me about this statement
- Determine my eligibility for housing and membership in the co-operative
- Decide if I qualify for subsidy
- Decide on any request for an internal move.
- Determine my eligibility to meet the requirements of being a director.

Bylaw #8, Schedule S: Personal Information Policy

- Meeting the requirements of federal or provincial laws, the co-op's bylaws or occupancy agreements or any legal binding contracts.
- To comply with CMHC's operating agreement rules.

I understand that the co-operative will destroy personal information that it no longer needs.

According to the PIPED Act, the co-op is required to designate a person responsible for handling questions or complaints about how we use and protect personal information. Please call the co-op office to obtain the contact information for them.

[March/2014]

I have read and received a copy of this statement.

Name

Date

Bylaw #8, Schedule T: Community Centre Use Policy

[Replaced October 2012]

Welcome to our Community Centre!

The Community Centre spaces - meeting room, kitchen, laundry room, washroom, patio, and its related resources - photocopier, library, Mother Hubbard's Cupboard, sports equipment - are available to all members and their dependents for the enrichment of our community. Everyone's health and well-being are respected here, as is the right to use the facilities in peace. Courtesy and co-operation are expected. The Community Centre serves three major functions:

1. As the office of the co-ordinator
2. As the meeting space for official gatherings such as Board and committee meetings, and general members meetings.
3. As a space for recreation, e.g. movie nights, and for private member events

Guidelines for prioritizing these functions, and for managing them harmoniously, are given in the Community Centre Use Procedures.

Management responsibilities

The Board of Directors is responsible for the administration of the Community Centre. This includes developing and overseeing the procedures for its use, its overall upkeep, and any permanent changes made to it.

The Board is also in charge of the Community Centre budget. Although it can delegate some of these responsibilities to the co-ordinator, a co-op committee, or an individual member, final responsibility remains with the Board.

Pets

Pets are not allowed, service dogs excepted.

Maintenance and upkeep

1. **The Board** is responsible for finding volunteers or hiring cleaners to clean the Community Centre regularly, and for overseeing all renovations and other changes or improvements to any part of the Community Centre and its related resources. Things that come under these headings include, but are not limited to:
 - Lighting fixtures, painting, landscaping
 - Additions or removal of furniture, plants, décor, appliances, multi-media equipment, window coverings etc.
 - Changes to the patio
2. **Members** who use the Community Centre for any reason (co-op or private) are responsible for restoring it to the conditions outlined in the Procedures.

Any costs incurred for extra cleaning or damage repair in the Community Centre will be charged directly to the member(s) responsible for the situation.

Bylaw #8, Schedule T: Community Centre Use Policy

Fees

At the discretion of the Board, rental fees may be imposed for the use of any part of the Community Centre and its resources.

Infractions of rules

The Board can rescind a member's privilege to use the Community Centre if the member does not abide by the spirit of this Policy and by the letter of the Procedures.

Procedures

The Board will keep the membership aware of the Community Centre Procedures, and of any changes made to them.

Members can request changes to the Procedures at any Board meeting, either in person or in writing, or at any general meeting.

Bylaw #8, Schedule T: Community Centre Use Policy

Community Centre use procedures

Introduction

In order for us all to manage the multi-functional use of the Community Centre and its resources as smoothly as possible, we rely on two things. The first is a civilized, courteous and common-sense attitude toward our fellow members and their dependents. The second is a set of rules and priorities regarding the ways we use the Community Centre's various spaces and resources.

Hours of use

Monday to Thursday	7:00 AM - 9:00 PM
Friday	7:00 AM - 10:00 PM
Saturday	7:00 AM - 10:00 PM
Sunday	9:00 AM - 9:00 PM

Exceptions

- New Year's Eve hours are extended to 1:00 a.m. January 1st
- By permission of the Board

General Guidelines

1. Reservations

In order for anyone, both co-op members and outside organizations, to use the Community Centre, it must be booked ahead of time with the co-ordinator; the reservation must include the date, the name and contact information (such as unit number and phone number) of the contact person, the duration of the event, and should take into account adequate time for preparation and clean-up. The co-ordinator is in charge of the official calendar and will keep it up to date. Reservations can be made no more than three months in advance.

The playground cannot be reserved by any group or member; it remains open to everyone at all times.

2. Noise

The Community Centre is physically attached to people's homes. Please avoid excessive noise. For special occasions with more than the usual volume level, e.g. if you are bringing in a band, you must make special arrangements: check in with the neighbours, and ask the Board for permission. See also "The Law" under Rules below.

3. Disturbing an event in progress

Try as much as possible not to intrude on the co-ordinator's working hours, co-op meetings, and private events. Find another time to play the Community Centre piano, do your laundry, or make photocopies.

If you are hosting a private event, the office can provide a "Do not disturb" sign for you to put on the outside door.

Sometimes private events are held closely together and may accidentally overlap. We

Bylaw #8, Schedule T: Community Centre Use Policy

count on the good will and courtesy of our members to handle these situations with tact and generosity.

4. Health considerations

The Community Centre is small relative to the size of the membership, which means we often find ourselves in close quarters. For this reason we are working to achieve an allergen-free environment in the Community Centre. Please be sensitive to the health concerns of others.

Nuts

Even a distant exposure can be life-threatening to those who are allergic to nuts. Avoid bringing food to the Community Centre that contains nuts or nut products.

Fragrances

A number of our members are allergic to certain scents, particularly personal fragrances and heavily scented laundry products. Extreme forms of these allergies can cause difficulty in breathing. Please keep this in mind when visiting the Community Centre.

The rules

The law

When using the Community Centre, members shall abide by all fire regulations, liquor laws and city noise bylaws. No illegal substances will be tolerated and, if discovered, the police will be called. Members shall be responsible for any fines or results incurred for violating any of the above.

Priorities & Conditions

The Community Centre may be reserved for official or private use by members of Beaver Creek, and also by outside co-operatives or other outside organizations, in accordance with the following schedule of priorities:

Group A Official Beaver Creek Events

Requests are honoured in the following order of priority:

1. General meetings of members
2. Board of Director meetings/Special Board events
3. Co-op related workshops for co-op members hosted by Beaver Creek
4. Co-op social events
5. Co-op committee meetings and other committee-related meetings

Requests by groups in the same category are handled on a first-come, first-served basis

Group B Private Member Functions

- a. Requests are honoured on a first-come, first-served basis.
- b. In unavoidable circumstances, personal functions may be bumped if there are needs from Group A that must be met.

Bylaw #8, Schedule T: Community Centre Use Policy

Group C Use by other co-operatives or co-op organizations (e.g. workshop)

- a. Requests must be approved by the co-ordinator
- b. Requests must be made at least two weeks in advance whenever possible
- c. Requests received after this time will be confirmed on a first-come, first-served basis

The Board must be notified of all such events

Group D. Use by outside organizations not included in group C (e.g. boy scout troop)

- a. Group D must meet all the conditions stated under group C
- b. In addition, the event must be hosted by a co-op member, who must be in attendance at the event
- c. The member host is responsible for making sure the space is restored to its best original condition afterwards, and for locking -up.

Group E. Casual use (e.g. reading or playing the piano while doing laundry)

- a. Unscheduled, casual use is reserved for members, their dependents and their guests
- b. Group E users of the Community Centre may be bumped by any higher group with reservations

Minors

Supervision

- Events for minors must be supervised by an adult member. Supervision is defined as being continually present for children, and checking in at intervals no longer than 30 minutes apart for teens.
- Unsupervised children and teens can be asked to leave.
- The supervising member is responsible for making sure the CC is cleaned and locked at the completion of the function.

Out of Bounds

- Children and teens are not permitted in the CC during the co-ordinator's working hours unless previously approved by the co-ordinator and/or Board, or unless they are there specifically to see the co-ordinator.
- Sleep-overs are not permitted in the Community Centre except with authorization from the Board. Permission will generally not be given for private events.

Upkeep and cleaning

Anyone using the Community Centre is responsible for returning the space to its original condition by end of the scheduled time:

Bylaw #8, Schedule T: Community Centre Use Policy

- No items are to be left behind including garbage, food and drink, dishes and utensils, or personal possessions such as multimedia devices and games
- No items are to be removed, including furniture, kitchen utensils or appliances, or multimedia devices (excluding food from Mother Hubbard's cupboard and books/movies from the lending library)
- Only the provided, environmentally-friendly, unscented cleaning products are to be used in the Community Centre. The co-ordinator will replace supplies as needed.
- Comprehensive cleaning instructions are posted in the Community Centre foyer, and a copy is available upon request from the co-ordinator to anyone booking the space

Laundry room and photocopy room

These rooms are accessible for use by any member and their dependents during any function unless the CC is closed with Board approval for co-op use.

The membership will be notified of closures in writing at least two days prior to the function. In case of an emergency closing or during a confidential Board meeting, notice will be posted on the CC door.

The membership will be notified of closures in writing at least two days prior to the function. In case of an emergency closing or during a confidential Board meeting, notice will be posted on the CC door.

Bylaw #8, Schedule T: Community Centre Use Policy

Procedures for Barbeque Use

[March 2019]

Reservations

- The barbeque must be reserved in conjunction with the Community Centre to ensure access to water and bathroom facilities
- Reserving the barbeque is permitted only by members
- The reserving member is responsible for seeing that all the conditions set out on the booking contract are followed
- The reserving member is required to provide their own propane tank

Upkeep

As with all events in and around the Community Centre, participating members are responsible for returning the barbeque and the surrounding area to its original condition:

- The barbeque is to be used by members only.
- The barbeque is never to be left unattended while being used and/or turned on
- Burners **MUST BE OFF** before cleaning! Clean barbeque with brush supplied. After you have cleaned the cooking grates, spray them with cooking oil supplied and located in Community Centre kitchen
- Return barbeque cover on barbeque after you finish cleaning and barbeque is completely cooled

Reserve The Barbeque Using The Community Centre Booking Procedures

- 1 Official Co-op functions take priority over private events
- 2 All functions- official and private- must end by 10 pm Sunday through Thursday, and by 11pm Friday and Saturday
- 3 The barbeque must be reserved, together with the Community Centre. Fill out CC Booking Form and submit to Co-ordinator.
- 4 The member of Beaver Creek must be on site the entire time while using barbeque. S/he is responsible for making sure that all the rules are followed
- 5 Always light a barbeque with the lid open.
- 6 When the event is over, clean up **RIGHT AWAY**. Remove food, chairs, and any other items supplied for your event. Tidy up CC. Put garbage, recycling, and compost in appropriate bins, not in the playground garbage cans. If outdoor garbage cans are full, make sure they are emptied and replace garbage bags.
- 7 Wash and replace supplied barbeque utensils.
- 8 Keeps kids and pets away from a hot grill, just as you would a hot stove.
- 9 Propane tanks must be stored outside in your private outdoor space.

Bylaw #8, Schedule U: Marketing Policies

A: Web Site Policy

1: Introduction

This policy governs the use and administration of our Co-op's website. The website is part of the Co-op's public face and is used, among other things, to promote our Co-op to the general public. The web site contains information about our Co-op and Co-op events, photos of our Co-op, a notification of available units, and a Blog. The Blog consists of posts presented in reverse chronological order. The posts which may be articles that reflect our Co-op's values, or news about or related to our Co-op.

2: Roles

1. The web site is maintained by the following people:
 - a) Administrators: have full access to the website and are able to add, remove, and modify any website content. In particular, administrators have full access to all private pages. Administrators are able to grant or revoke privileges of other people.
 - (i) The office will have administrator access to the website.
 - b) Editors: can add, remove, and modify publicly-accessible content
 - c) Blog Posters: can add, remove, and modify blog posts.
2. Each role may be filled by:
 - a) Marketing Committee members, or
 - b) Beaver Creek members appointed by the Marketing committee to that role and approved by the Board for that role.
3. If Marketing is not a standing committee the roles will default to be assigned by the Board

3: General Content

1. All content will reflect the spirit of cooperative principles the vision statement and bylaws of Beaver Creek Housing Cooperative.
2. Any publicly-accessible content that is not specifically allowed by this policy must have Board approval before it is posted.
3. The Board may have content removed from the website according to procedures developed by the Marketing committee and approved by the Board.
4. All content will be of a positive nature, both for the benefit of present members of Beaver Creek Housing Co-operative and for the purpose of marketing a positive image to the general public.
5. All content will speak as Beaver Creek Housing Co-operative, and not be of a personal nature. (eg. Not to forward personal beliefs, gripes, issues, agendas, politics, et cetera)
6. Content items can include general co-op events, reminders, advertisements of available units, photos and videos; as well as Beaver Creek Housing Co-operative relevant information and media reproduced in compliance with Canadian

Bylaw #8, Schedule U: Marketing Policies

copyright laws.

4: Pictures and Videos

1. Pictures and videos may be posted only if all people in the picture or video (or their parents, if they are under 18 years of age) have given consent.
2. Pictures of the interiors of units may be posted only with permission of the residents at the time the picture was taken, or if the unit was vacant. Unit pictures may indicate what type of unit (e.g. 2-bedroom townhouse, apartment), but not the unit number.
3. Pictures of the Beaver Creek exterior may be posted, provided that it does not show any private areas (e.g. within a unit's privacy fence, or the interior of a unit through a window), unless the resident has given permission.
4. License plates must be blurred out.

5: Blog Posts

1. Blog posts may only be made by designated Blog Posters, as defined above.
2. Blog posts may be made by designated Blog Posters on behalf of other Beaver Creek Housing Co-operative members with the consent of the author(s). In this case, the by-line of the blog post will be changed to reflect the original author(s).
3. All Blog posts will have a disclaimer indicating that opinions contained in the Blog post are solely the author's, and do not represent the opinions of the Board or of Beaver Creek.
4. Dam News articles may be republished as Blog posts, with permission of the author. The articles may be edited for formatting in order to better suit online reading.
5. All Blog posts must meet the General Content guidelines given above.

6: Private Content

1. Some pages or areas of the website may be accessible only to certain people. For example, some pages may be restricted to viewing by current members of Beaver Creek Housing Co-operative, or by members of a certain committee. Members may be given permission to read and/or modify and/or create new pages in a given section of the website.

Bylaw #8, Schedule U: Marketing Policies

B. Social Media Policy

[March 2019]

Introduction

Beaver Creek Housing Co-operative (BCHC) may maintain social media presence for marketing purposes to the wider community, and/or member education and communications.

Roles

Administrative status will be the responsibility of Marketing Committee, and any specifically assigned resource people delegated by Marketing Committee or Board of Directors. BCHC Office Co-ordinator will also have administrative status.

Content

1. All posts will be of a positive nature. Content items can include general co-op events, reminders, advertisements, photos and videos; as well as BCHC relevant information and media.
2. All content will respect copyright laws.
3. All images used will have the permission of both the photographer and the subjects in the image (see the photo release for permissions).
4. All posts will speak as BCHC, and not be of a personal nature thus avoiding personal beliefs, gripes, issues, agendas, politics. Posts will reflect the spirit of our vision statement, the 7 cooperative principles, and any relevant BCHC by-laws.
5. friendly and positive.
6. Respectful debate is acceptable. However, any content that is harmful to the co-op community, individuals or staff, or is considered negative/derogatory/harmful/cruel/ abusive/ slanderous/ incorrect etc., will be immediately deleted and brought to the Board's attention.
7. Confidentiality will be maintained regarding membership issues or inquiries by forwarding them to the Office to be dealt with, rather than being the responsibility of a member administrator.
8. Prior to initiating new social media accounts or closing obsolete ones, Marketing Committee will obtain Board approval.
9. If any unofficial social media accounts in the name of BCHC are discovered, they will be brought to the attention of the Board.
10. Marketing Committee will not promote unofficial BCHC social media sites as these sites are not sanctioned by the Board or under Marketing Committee purview.

Bylaw # 8, Schedule V: Customer Service Policy

[Passed by the members, October 14, 2018]

1. Policy Statement

Beaver Creek Housing Co-op (the “co-op”) is committed to providing quality services that are accessible to all, and to communicating with all persons with disabilities in a way that takes into account their disabilities.

In so doing, the co-op strives at all times to provide services in a way that respects the principles of:

- *independence* – allowing people with disabilities to do things on their own without unnecessary help or interference from others
- *dignity* – providing services in a way that allows people with disabilities to maintain self-respect and the respect of others
- *integration* – allowing people with disabilities to benefit from the same services, in the same place, and in the same or similar ways as others
- *equality of opportunity* – offering people with disabilities an equal opportunity to benefit from the co-op’s services and co-op life.

2. Purpose of Policy

The purpose of this policy is to describe how the co-op provides services to people with disabilities and to ensure these services are provided in accordance with the *Accessibility for Ontarians with Disabilities Act, 2005*, S.O. 2005, c.11 and the *Integrated Accessibility Standards Ontario Regulation 165/16* (collectively the “AODA”).

3. Definitions

Accessible formats

Formats that are an alternative to standard print and are accessible to people with disabilities. Accessible formats may include large print, recorded audio, electronic formats (HTML and Microsoft Word) and Braille.

Communication supports

Supports that individuals with disabilities may need to access information. Some examples include plain language, sign language interpreter, reading the information out loud to a person with vision loss, adding captioning to videos or using written notes to communicate with someone who is hard of hearing. Other supports include intervenor services such as a note taker or communication assistant, the use of letter, word or picture boards, devices that speak out, and repeating, clarifying or restating information.

Assistive device

A tool, technology or other mechanism that helps a person with a disability do everyday tasks such as moving, communicating or lifting. Assistive devices may include, but are not limited to, wheelchairs, lifts, reading machines, recording machines, amplifiers, TTY services, oxygen tanks, communication boards, and/or white canes.

Bylaw # 8, Schedule V: Customer Service Policy

Disability

As defined by the AODA and Ontario Human Rights Code:

- (a) any degree of physical disability, infirmity, malformation or disfigurement that is caused by bodily injury, birth defect or illness and, without limiting the generality of the foregoing, includes diabetes mellitus, epilepsy, a brain injury, any degree of paralysis, amputation, lack of physical co-ordination, blindness or visual impediment, deafness or hearing impediment, muteness or speech impediment, or physical reliance on a guide dog or other animal or on a wheelchair or other remedial appliance or device;
- (b) a condition of mental impairment or a developmental disability
- (c) a learning disability, or a dysfunction in one or more of the processes involved in understanding or using symbols or spoken language;
- (d) a mental disorder; and/or
- (e) an injury or disability for which benefits were claimed or received under the insurance plan established under the Workplace Safety and Insurance Act, 1997.

Employee

In the legislation an employee is defined as:

- full-time, part-time, seasonal and contract workers
- paid wages or a salary
- have control over the work assigned
- have a right to control the details of the work

Volunteers and independent contractors are not considered employees.

Service animal

An animal is a service animal for a person with a disability:

- if it is a guide dog as defined in the Blind Persons' Rights Act, R.S.O. 1990, c. B.7;
- if it is readily apparent that the animal is used by the person for reasons relating to his or her disability; or
- if the person provides a letter from a physician, nurse, optometrist, mental health therapist, audiologist, occupational therapist, chiropractor or psychotherapist confirming that the person requires the animal for reasons relating to the disability.

Support person

A person who accompanies a person with a disability to assist with communication, mobility, personal care, medical needs or access to goods and services.

Bylaw # 8, Schedule V: Customer Service Policy

4. Policies

4.1 Assistive devices

- (a) The co-op is committed to serving people with disabilities who use assistive devices to access the co-op's services.
- (b) A person with a disability may use his or her own assistive device to access the co-op's services, unless this device poses a risk to the health and safety of the person with a disability or to others.
- (c) If a person with a disability cannot use his or her assistive device because of health and/or safety risks, the co-op will take reasonable measures to assist this person to access the co-op's services.
- (d) The co-op will ensure that its staff is trained and familiar with various assistive devices that may be used by persons with disabilities while accessing the co-op's goods or services.
- (e) The co-op will also ensure that staff knows how to use assistive devices available on its premises for use by members and/or the public.

4.2 Service animals

- (a) The co-op acknowledges the vital relationship between a person with a disability and his or her service animal. Service animals are allowed to accompany people with disabilities on all parts of the co-op's premises that are open to the public or other third parties, except where food is prepared, utility rooms, or as otherwise excluded by law.
- (b) The co-op will ensure that all staff, volunteers and others dealing with the public are properly trained in how to interact with people with disabilities who are accompanied by service animals.
- (c) The person accompanied by the service animal will keep the animal with him or her at all times, and will be responsible for the service animal's care, supervision and control while on the co-op's premises.
- (d) Where another person's health and safety could be adversely affected by the presence of a service animal, the co-op will fully analyze all options for safely allowing the service animal onto the premises. In so doing, the co-op will consult with the person with the disability, and with the adversely affected person, to find a solution that meets the needs of both individuals.
- (e) If the service animal is excluded by law, or cannot otherwise enter the co-op's premises because of the health and safety risks to another person, the co-op shall ensure that other measures are available to enable the person with a disability to access the co-op's services.

Bylaw # 8, Schedule V: Customer Service Policy

4.3 Support persons

- (a) The co-op welcomes people with disabilities who are accompanied by a support person. Any person with a disability who is accompanied by a support person will be allowed to enter the co-op's premises with his or her support person. At no time will a person with a disability who is accompanied by a support person be prevented from having access to his or her support person while on the co-op's premises.
- (b) If the co-op needs to discuss confidential information with a person accompanied by a support person, the person with a disability will be asked if he or she wishes the support person to be present and, if so, to sign a consent form authorizing the co-op to disclose confidential information in the presence of the support person. In addition, the support person will be asked to sign a confidentiality agreement to keep the confidential information disclosed by the co-op in strict confidence.
- (c) Where the presence of a support person is required, the co-op will waive any applicable admission fee or fare for a co-op event.
- (d) The co-op may require a person with a disability to be accompanied by a support person when on the co-op's premises. This would occur only if, upon consultation with the person with the disability, there is no other reasonable way to fulfill the co-op's obligations to protect the health or safety of the person with a disability and of others on the premises based on available evidence.

Bylaw # 8, Schedule V: Customer Service Policy

4.4 Communication and information

- (a) The co-op will make documents and information (e.g., policies, information about feedback procedures, applications and notices) accessible by arranging for formats that take into account a person's disability or through communication supports.
- (b) If a person with a disability requests accessible information or requires communication supports, the co-op will consult with the person to determine on how best to meet their needs This may include, but is not limited to, telephoning members to convey information normally provided in written notices, providing large-print documents, electronic means, providing access to a computer or one-on-one meetings with members to review important information.
- (c) The co-op will let members, employees and the public know that written information and other forms of communication are available in accessible formats, upon request, by posting notice on a website, promotional material, or on a bulletin board.
- (d) Types of information that can be requested in an accessible format include:
 - emergency plans and procedures
 - maps, warning signs and evacuation routes
 - information about alarms or other emergency alerts
 - customer service feedback processes
 - workplace information for employees
 - other public or member information
- (e) The co-op will train staff who communicate with members, applicants, and/or the public on how to interact and communicate with people with various types of disabilities.
- (f) The co-op will use plain language in its written materials.
- (g) Accessible formatted information will be provided in a timely manner without charge.
- (g) Upon request, the co-op will work with members with disabilities to ensure their full participation at board, members' and committee meetings.

Bylaw # 8, Schedule V: Customer Service Policy

4.5 Notice of service disruptions

- (a) The co-op will notify the public of a disruption in facilities or services usually used by people with disabilities to access the co-op's premises or services. The notice will include the reason for the disruption, its duration, and the alternative services available (if any).
- (b) The type of notice will depend on the circumstances. The notice may be given by posting a written notice in common areas (e.g. beside an elevator that is out of order, or an entrance way that is closed for repairs), by email, by posting a notice on the co-op's website (if any), or by a telephone call to members expected to be particularly affected by the disruption.
- (c) The co-op will give advance notice of scheduled disruptions. If the disruption is unexpected, notice will be provided as soon as possible.

4.6 Feedback

- (a) The co-op is committed to maintaining and improving access to its goods and services by people with disabilities, including members, applicants, and the public. Comments regarding the manner in which the co-op provides goods or service to persons with disabilities are welcome and appreciated.
- (b) Feedback regarding the way the co-op provides goods and services to people with disabilities can be made in person, by telephone, in writing, by email, by diskette, online, or by any other method.
- (c) The feedback process will be posted in the co-op's office, in the member handbook and on the co-op's website (if any).
- (d) If the person requests a response to the feedback, the [Co-op Manager] will contact him or her within three [3] business days to discuss next steps.
- (e) Feedback will be used to improve the way the co-op provides goods and services to people with disabilities. The co-op will seek the consent of the person giving the feedback before bringing a suggestion or complaint to the board, a committee, or any other person.

Bylaw # 8, Schedule V: Customer Service Policy

4.7 Training

- (a) Every employee and board member will receive training on Integrated Accessibility Standards. Other volunteers will receive training as deemed appropriate by the Board.
- (b) Everyone involved in the development of the co-op's accessible customer service policies, practices and procedures will receive training on Integrated Accessibility Standards requirements.
- (c) All third-party contractors who deal with members of the public on the co-op's behalf shall, upon request, demonstrate that their employees, agents, and/or subcontractors have received training on Integrated Accessibility Standards requirements.
- (d) Accessible customer service training will meet the current AODA requirements. Training will include the following:
 - i. the purposes of the AODA and the requirements of Integrated Accessibility Standards ;
 - ii. how to interact and communicate with people with various types of disabilities;
 - iii. how to interact with people with disabilities who use an assistive device or require the assistance of a service animal or a support person;
 - iv. how to use the assistive devices available on the co-op's premises or otherwise that may help with the provision of goods or services to people with disabilities;
 - v. what to do if a person with a disability is having difficulty in accessing the co-op's goods and services; and
 - vi. the co-op's policies, practices and procedures relating to the customer service standard.
- (e) Training may be provided through workshops, on-line training, written guides or any other method agreed upon by the board. The level of training will be dependant on the duties and responsibilities of the person.
- (f) The co-op will ensure that new employees receive training within [one] month of the commencement of their employment, and that board or committee members receive training within [three] months of the commencement of their appointment. The co-op will also provide training on changes to the AODA and/or the co-op's policies or practices.
- (g) The co-op will maintain records of each training recipient group (staff, directors, committees, general membership, third party contractors), the training provided, and the date the training was completed.

Bylaw # 8, Schedule V: Customer Service Policy

4.8 Accessible workplaces

- (a) The co-op will notify employees and the public that it will accommodate the needs of people with disabilities in the hiring process by posting the information on a website or on a job posting.
- (b) The co-op will provide workplace information in an accessible format if an employee requests it. Workplace information includes:
 - any information employees need to perform their jobs (e.g. job descriptions and manuals)
 - general information that is available to all employees at work (e.g. company newsletters, bulletins about company policies and health and safety information)
 - procedures when an employee with a disability may need accommodation in an emergency
- (c) The co-op will consider the needs of an employee with disabilities when conducting a performance review or during career develop by providing accommodations to successfully develop skills or take on new responsibilities.
- (d) The co-op will tell its employees about policies to support people with disabilities, including changes to policies. The co-op could inform employees through newsletters, emails, memos, staff meetings or one-on-one conversations.

Bylaw # 8, Schedule W: Workplace Violence and Harassment

[Passed by the members, October 14, 2018]

1. Policy Statement

Beaver Creek Housing Co-op is committed to the safety of its workers. Co-op staff should enjoy a workplace that is free from violence and harassment. No worker, volunteer or any other individual associated with the co-op shall subject any other person to workplace violence or harassment or allow or create situations that allow workplace violence or harassment to occur. The co-op will

- support and promote a program on the prevention of workplace violence and harassment
- regularly assess the risks of workplace violence
- identify possible sources of violence and harassment;
- strive to eliminate or reduce the risk of workplace violence and harassment;
- take every precaution reasonable in the circumstances to protect workers from domestic violence that would likely cause physical injury to workers in the workplace;
- investigate and deal with all incidents and complaints of workplace violence and harassment in a fair and prompt manner

2. Purpose of Policy

The purpose of this policy is to

- identify roles and responsibilities when violence or harassment take place in the workplace;
- set out how the co-op will respond to reports of violence or harassment in the workplace.

Bylaw # 8, Schedule W: Workplace Violence and Harassment

3. Definition of Workplace Violence and Harassment

Under the Occupational Health and Safety Amendment Act 2009, workplace violence means

- the exercise of physical force by a person against a worker, in a workplace, that causes, or could cause, physical injury to the worker,
- an attempt to exercise physical force against a worker, in a workplace, that could cause physical injury to the worker,
- a statement or behaviour that is reasonable for a worker to interpret as a threat to exercise physical force against the worker, in a workplace, that could cause physical injury to the worker.

Under the *Occupational Health and Safety Amendment Act 2009*, workplace harassment means

- engaging in a course of vexatious comment or conduct against a worker in a workplace that is known, or ought reasonably to be known, to be unwelcome.

4. Definition of Worker

For the purposes of this policy, a worker means a person who performs work or services for monetary compensation at the co-op and includes all full-time and part-time employees, casual workers, individual contractors and employees or staff of any contractor or service provider carrying out business for the co-op.

Bylaw # 8, Schedule W: Workplace Violence and Harassment

5. Rights and Duties

5.1 Workers' Rights

Workers have a right

- (a) to report an incident of violence or harassment or file a complaint without fear of retaliation;
- (b) to be told about the co-op's process for looking into the incident or complaint;
- (c) to choose a person to be with them during meetings about the incident or complaint. This can be a lawyer or other person;
- (d) to get information about the review of the incident or complaint;
- (e) to be treated fairly while the co-op is looking into the incident or complaint;
- (f) to get information about the action taken by the co-op because of the incident or complaint;
- (g) to refuse work if the worker has reason to believe that workplace violence is likely to endanger himself or herself.

5.2 Workers' Duties

- a) Workers have a duty to report any incidents of violence or harassment they become aware of, even if they are not personally involved.
- b) Workers who feel they have been harassed have a duty to communicate clearly to the person who harassed them that the behaviour was unwelcome, unless it is unreasonable to expect them to do so.
- c) Workers who report an incident or file a complaint have a duty to co-operate with the people who are looking into the incident or complaint.

Bylaw # 8, Schedule W: Workplace Violence and Harassment

5.3 Rights of the Person Accused of Violence or Harassment

A person accused of violence or harassment has the right:

- (a) to be told that a report or complaint has been filed;
- (b) to know who filed the report or complaint, unless the co-op decides that reprisals are an issue, in which case the name may be withheld. This should be done only in the most extreme circumstances;
- (c) to be told about the co-op's process for looking into the incident or complaint;
- (d) to choose a person to be with them during meetings about the incident or complaint. This can be a lawyer or other person;
- (e) to be treated fairly during the investigation process

5.4 Duties of the Person Accused of Violence or Harassment

Anyone accused of violence or harassment has a duty to co-operate with the co-op in the investigation of the incident or complaint.

6. Reporting Workplace Violence

- a) When an incident of workplace violence occurs, the co-op will notify police or emergency responders for immediate assistance where necessary.
- b) If the incident results in a person being killed or critically injured, the co-op will immediately notify a Ministry of Labour health and safety inspector, the co-op's health and safety representative and union, if any, and within 48 hours notify, in writing, a director of the Ministry of Labour.

Bylaw # 8, Schedule W: Workplace Violence and Harassment

7. Investigating Incidents and Complaints

The co-op will investigate all incidents and complaints about violence and harassment promptly: *[March 2019]*

- a) An incident report or a complaint must be in writing and signed by the person filing the report or making the complaint unless this is unreasonable. The report or complaint should be given to the co-op manager. If the report or complaint is about the manager it can be given to the President. If the report or complaint is about both the manager and the President it can be given to any director.
- b) The co-op will designate a person to look into the incident or complaint. This position may be called the Incident Investigator or the Complaints Officer. The designated person may or may not be a director or a staff member and may be from outside the co-op.
- c) The designated person may be authorized to consult the co-op lawyer. Where there is a possible legal liability on the part of the co-op, the co-op lawyer will be consulted before proceeding further.
- d) The investigation into the incident or complaint will include interviews with the parties and any others that may have knowledge of the incident or complaint. The investigation may include a review of co-op files and inspection of parts of the co-op as necessary. The designated person will submit a written report to the board.
- e) The board will consider the report and take the appropriate action where there is evidence of violence or harassment. In determining the action to take, the board will consider the seriousness of the acts. Possible actions include:
 - a letter of apology or a performance agreement, if the parties will agree to these;
 - mediation between the parties or mandatory counselling;
 - proceedings to remove someone from the board if the person at fault is a director;
 - reprimand, suspension or dismissal if the person at fault is a worker;
 - eviction, if the person at fault is a resident of the co-op. However, in determining what to do, the board will be guided by the eviction process;
 - establishing appropriate security measures as part of the workplace violence and harassment program.

Bylaw # 8, Schedule W: Workplace Violence and Harassment

8. Privacy

As far as possible, the co-op will keep all information relating to an incident or complaint confidential.

However, in order to investigate an incident or complaint, the person conducting the investigation may have to interview people in order to get at the facts. As far as possible in doing these interviews, that person will try to protect the identity of those involved, but this will not always be possible.

The Co-op will disclose information only on a need-to-know basis.

9. Action by Co-operative

While the incident or complaint is being investigated, the co-op will

- (a) limit contact between the parties involved in the incident or complaint
- (b) assist the affected worker in obtaining help to deal with any stress they may be feeling (refer to the Employee Assistance Program for counselling).

10. Other Legal Rights

This policy does not in any way limit the right of workers to take any other legal action resulting from violence or harassment.