

**BY-LAW NO. 2 (OCCUPANCY BY-LAW)
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Brighton Yards

Housing Co-operative Inc.

TO BE SIGNED BY EACH MEMBER. IF MORE THAN ONE MEMBER OCCUPIES THE SAME UNIT, THEY SHOULD EACH SIGN A SEPARATE AGREEMENT. PLEASE SIGN TWO COPIES. ONE COPY WILL BE RETURNED TO THE MEMBER AND THE OTHER WILL BE PLACED IN THE MEMBER'S

OCCUPANCY AGREEMENT

Between Brighton Yards Housing Co-operative Inc.
(herein called the "Co-op") and:

(Full Name)

I, as a member of the Co-op, hereby agree to perform all the obligations of resident members as they are set out in the Articles, By-laws, Rules and Regulations of the Co-op as they presently exist and as they may be duly amended.

I acknowledge that I have received and read over a copy of the By-laws, Rules and Regulations of the Co-op.

The following provisions apply at the date of this agreement:

Unit No.: _____

***Monthly Housing Charge** _____

Parking Charge (if applicable) _____

****Member Loan** _____

* The monthly housing charge includes mortgage payments, municipal taxes, water and sewage, and insurance on the buildings only. The monthly housing charge does not include telephone, insurance on members' property, heating, electricity and cable TV.

** The member loan is equal to the first month's housing charge.

Minimum Participation Requirement per Member

PLEASE TURN OVER

Brighton Yards Housing Co-operative Inc. • 64 Pepler St. • Waterloo, ON N2J 4P7
Community Living in the Heart of Waterloo

Minimum Participation Requirement per Member

The minimum participation requirement of each member includes 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 its By-laws, Policies and Rules and Regulations.

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, By-laws and Rules and Regulations of the Co-op may be changed in accordance with the Co-operative Corporations Act and the By-laws subject to the consent of the members. I have one vote at any members's meeting to consent to, consider or confirm such matters.

Date: _____ **Member:** _____

Brighton Yards Housing Co-operative Inc. hereby grants to the Member occupancy rights in the Co-op and all the rights and privileges of members in accordance with the Articles and By-laws as they at Present exist and as they may be duly amended.

Date: _____

Director: _____

Director: _____

PLEASE TURN OVER

BY-LAW NO. 2

A by-law relating to the rights and obligations of the Co-operative and its resident members

WHEREAS the Co-op has been formed for the purpose of providing accommodation to its resident members and it is desired to set out the terms on which such accommodations will be provided and the rights and obligations of the Co-op and its resident members;

AND WHEREAS the requirements of a non-profit co-operative housing corporation must be set out in the Articles of Incorporation or By-laws of the Co-op, and it is desired to set some of them out in this By-law.

BE IT ENACTED as a by-law of Brighton Yards Housing Co-operative Inc. (herein called "the Co-op") as follows:

**ARTICLE 1
CO-OP'S RELATIONS WITH MEMBERS**

1.01 MEMBERSHIP

The Board of Directors may accept persons having the qualifications set forth in the membership Policy attached hereto as Schedule "A" for membership in the Co-op. The membership of such persons shall commence when they have been accepted by the Board and have taken possession of their allocated units, unless the Board by resolution determines otherwise.

1.02 ADMISSION OF MEMBERS TO OCCUPANCY

Where a person has been accepted for membership and allocated a unit of housing in the Co-op, prior to taking occupancy such person shall sign the Occupancy Agreement and make all payments required by the by-laws.

1.03 TERMS OF OCCUPANCY

The terms of occupancy of units of housing in the Co-op by members shall be those set Out in the by-laws and rules and regulations and Occupancy Agreement of the Co-op. The Occupancy Agreement attached to the front of this by-law is hereby adopted as the Occupancy Agreement of the Co-op and is incorporated herein. The Co-op, its officers and members shall observe all the terms of the articles, by-laws, rules and regulations and the Occupancy Agreement and be bound thereby (whether or not any particular member has signed an occupancy agreement).

1.04 PRIORITY

Insofar as possible, by-laws, policies and procedures of the Co-op shall not conflict with each other or with the Co-operative Corporations Act and Articles of Incorporation of the Co-op. In the event of conflict, the order of priority shall be first the Act, second the Articles of Incorporation of the Co-op, and any amendments thereto, third By-law No. 5, fourth By-law No. 2 (the Occupancy By-law), fifth By law No. 1 (the Constitutional By-law), sixth other by-laws, seventh occupancy-related policies, eighth organizational policies, and ninth procedures.

1.05 NON-MEMBER OCCUPANTS

This by-law shall apply to all occupants of the Co-op who are members (herein called "resident members"). If the Co-op has any tenants (whether they be such on a commercial or residential basis) who are not the responsibility of some member(s) under the by-laws of the Co-op, the relationship between the Co-op and such persons shall be on the basis of leases, dealing with such persons, or terminating their relationship with the Co-op, the Board shall act in accordance with the applicable sections of the Landlord and Tenant Act or the Residential Tenancies Act, whichever is applicable, and shall not be obligated to follow the procedure set out in this by-law with respect to resident members.

ARTICLE 2
RESIDENT MEMBERS' RIGHTS

2.01 EXCLUSIVE POSSESSION

Resident members of the Co-op (together with co-occupants of their individual units) shall be entitled to exclusive and sole possession of the unit assigned to them by the Board of Directors in accordance with this by-law. Similarly, resident members and their co-occupants shall have exclusive use of the parking space(s) assigned them by the Board of Directors.

2.02 COMMON AREAS

Resident members of the Co-op (together with co-occupants of their individual units) shall have the right of the use as designated in Schedule "H" of the designated common areas on the Co-op's property. This right shall be exercised in association with all other persons to whom, in the case of specific common areas, this right applies.

2.03 QUIET ENJOYMENT

Notwithstanding the above paragraphs of this article, resident members of the Co-op (together with co-occupants of their individual units) shall exercise their rights of exclusive possession of assigned units and use of designated common areas in a quiet and non-destructive manner and in accordance with the by-laws of the Co-op.

ARTICLE 3
MEMBERS' CONTRIBUTIONS

3.01 PARTICIPATION AND PAYMENTS

Each member shall make the following contributions to the Co-op where applicable:

- Participation
- Monthly housing charge
- Deposit equal to first month's housing charge and parking charge (if applicable)
- Maintenance guarantee (if applicable)
- Additional charges which may be payable because of the member's breach of any of their obligations under this by-law
- The lifetime membership fee of \$15.00 per member

The monthly housing charge, deposit, and maintenance guarantee referred to in this article shall be required on a "per unit" basis in accordance with paragraph 3.12.

3.02 PARTICIPATION

- a) All members shall attend all meetings of members, unless prevented by illness, duties of their employment, or other cause beyond their control, or unless excused by the Board. Failure to attend two consecutive meetings may result in expulsion from membership and termination of occupancy rights in accordance with the provisions of this by-law.
- b) Each member shall, unless excused by the Board, give some voluntary time in service to the Co-op, on its Board, committees, or in other areas of the operation of the Co-op (other than the maintenance responsibilities relating to their own unit). If the Co-op adopts a policy on participation setting out relevant matters, such policy shall be adopted in the same manner as this by-law is amended and shall be attached to this by-law as a schedule.

3.03 MONTHLY HOUSING CHARGE

- a) The monthly housing charge shall be set by the members in accordance with Article 4 of this by-law. It shall be paid monthly in advance of the first day of each month in such manner and at such place as the Board may direct. The monthly housing charge shall include, but not be limited to, the following: Mortgage payments, municipal taxes, water and sewage service, insurance on the buildings and Co-op assets only, Co-op administration, repairs and maintenance, reserves, contingencies, and other items duly approved by the members in accordance with Article 4.
- b) The monthly housing charge shall not include the following and the member shall be responsible for paying them: Telephone, insurance on the members' own property, personal liability insurance for the members, electricity, gas and cable T.V.

3.04 MONTHLY PARKING CHARGE

If a parking space is allocated to a member, the member shall pay the applicable charge in the same manner and at the same time as the monthly housing charge.

3.05 MEMBER LOAN

Each member household shall pay to the Co-op a sum of money as a Member Loan to be held by the Co-op as long as that person remains a member of the Co-op. For members who have paid a last month's housing charge deposit, that deposit shall be converted to a Member Loan with the passage of this By-law. All other members shall pay a Member Loan equivalent to the market housing charge for their unit at the time of move-in. Members may request to pay the Member Loan in instalments.

3.06 ADJUSTMENT TO MEMBER LOANS

If there is any change in the monthly charges, there shall be no adjustments to the Member Loans already paid by members. The Member Loan shall not bear interest.

3.07 REFUND OF MEMBER LOAN

If the unit is in satisfactory condition on move-out and if no other amounts are due from the member, the Member Loan will be refunded no longer than fourteen days after the Co-op regains possession of the unit from the members.

If the unit has not been left clean and in good repair by the member, or if the member owes money to the Co-op, the Member Loan shall be refunded only after such money is deducted from the Member Loan.

3.08 HOUSING CHARGE SUBSIDY

- a) Entitlement to terms of and administration of housing charge subsidies shall be in accordance with this article and By-law No. 3 of the Co-op.
- b) If by any default of the member all or any part of the subsidies are not received by the Co-op for any month for which the member is responsible, the member shall pay to the Co-op the full amount of the housing charge for that unit as otherwise determined less any portion of the housing charge assistance received. Similarly, the member shall pay to the Co-op the full amount of the housing charge if the subsidy is cancelled.
- c) Subject to subparagraph (b), the amount of charge payable by members receiving a subsidy shall be increased or decreased in accordance with income and assets and retroactive adjustment shall be made if income is misrepresented or not reported.
- d) If the Co-op is investigating a member's income, family size, or other qualifications, the member shall co-operate fully and give complete information in the form required to the Co-op for the purpose of its investigation. The member thereby consents to the Co-op, its employees or agents, receiving credit information from any credit agency or other person having such information.
- e) All information received by the Board, members of the Co-op, or staff under this section shall be confidential and shall not be revealed to anyone except as required for the purpose set out in the Co-op's by-laws.

3.09 SEPARATE SCHOOL SUPPORT

If there is any change in municipal taxes as a result of a member being assessed as a separate school supporter, there shall be a corresponding change in the charges for that year with respect to the member's unit.

3.10 ADDITIONAL CHARGES

- a) If, as the result of the activities of any member, whether or not there is a breach of this by-law, the Co-op becomes liable for any additional taxes, charges or expenses, the member shall pay such taxes, charges or expenses to the Co-op on demand. Such charges shall include returned cheque charges and collection charges and fees. If such tax, charge or expense is a regularly recurring payment, the member's monthly housing charge shall be adjusted accordingly.
- b) A member shall pay all fines which may be levied against them in accordance with the by-laws or the schedules to the by-laws.

3.11 CHARGES AS RENT

All charges (including those referred to in paragraph 3.10) which may become due and payable as set out in this by-law shall be deemed to be rent or additional rent and the remedies available to the Co-op for dealing with a failure to pay rent or housing charges shall apply to a failure to pay any of them.

3.12 LIABILITY

- a) The monthly charges, deposits, and maintenance guarantee referred to in this article shall be required on a "per unit" basis. If more than one person occupies a unit, whether or not they are members of the same family or household, they shall each be liable for all charges jointly and severally. If any person ceases to occupy the unit, the remaining occupants shall be liable for the charges applicable to that unit.
- b) Any arrangements for sharing expenses will be the responsibility of the members or occupants and will not bind the Co-op. If there is any arrangement for sharing expenses, one of the members occupying the unit shall collect the contributions of each occupant and make one single monthly payment to the Co-op.

ARTICLE 4
DETERMINATION OF HOUSING AND ASSOCIATED CHARGES

4.01 ANNUAL DETERMINATION BY MEMBERS

Monthly housing and associated charges shall be reviewed and revised (as necessary) not less frequently than once per year. The manner in which such review and revision is undertaken shall be determined by this article and in accordance with other By-laws of the Co-op.

4.02 EXISTING CHARGES TO REMAIN IN EFFECT

Existing charges shall continue until a change is approved by a vote of the members in accordance with this article and other by-laws of the Co-op.

4.03 BUDGET

The Board, or a committee thereof, shall prepare a budget for the next fiscal year, showing the estimated total expenses of the Co-op, including reserves and contingencies, and showing all external income and proposed housing and associated charges (internal income) for each unit.

4.04 MEETINGS TO BE CALLED

The Board shall call at least two meetings of the members to consider the next fiscal year's budget and subsequently review and revise (as necessary) housing and associated charges. The first of these meetings shall occur at least 90 days prior to the commencement of the next fiscal year. The second meeting shall occur at least 75 days prior to the commencement of the next fiscal year, if needed. If not required, it may be cancelled by a majority vote at the first meeting.

4.05 DECISION MAKING IN DETERMINATION OF CHARGES

The Co-op's budget shall be adopted and housing and associated charges shall be determined by a simple majority of the votes cast at a duly held meeting of the Co-op's members. Abstentions are not to be considered as "votes cast". The procedure to be followed shall be in accordance with the Co-op's by-laws.

4.06 ADDITIONAL MEETINGS AS NECESSARY

If the Board determines that adoption of the proposed budget and/or determination of housing and associated charges is likely to require more than two meetings of the members, it shall call such additional meetings as necessary. Every reasonable effort shall be made to adopt a budget and determine charges at least two months and five days prior to commencement of the next fiscal year.

4.07 NOTICE OF MEETINGS AND PROPOSED BUDGET

Notice of meeting of the membership in consideration of budget and charges shall be given in accordance with the Co-op's by-laws. A copy of the proposed budget, including the proposed charges for each unit size and type (together with alternatives which may be under consideration) shall be delivered to each unit at least 48 hours prior to the first meeting called. If, as a result of any prior meeting, there are changes in the housing charges to be considered at an upcoming meeting, there shall similarly be delivered a notice of the relevant changes to affected units.

4.08 COMMENCEMENT OF CHANGED HOUSING CHARGES

Unless otherwise determined by the members by a two-thirds majority of the votes cast at the meeting at which housing charges are actually determined, no change in these charges shall take effect until at least two months and five days after such change is approved by the members.

4.09 NOTICE OF CHANGES IN HOUSING AND ASSOCIATED CHARGES

Notice of changes in charges applicable to each unit shall be delivered to that unit as soon as practically possible after the changes have been determined.

4.10 CHANGE IN BUDGET

If, during a fiscal year, the Board feels that a change in the budget that necessitates a change in housing charges is desirable, it may call a special meeting of the members for the purpose of considering such a change. All procedures established by this article shall apply in consideration of such a change.

ARTICLE 5 USE AND BEHAVIOR

5.01 PRIVATE RESIDENCES

Units shall be used only as private residences as defined by the applicable municipal by-laws, for members and their households, and for other persons in accordance with this by-law, and for no other purpose.

5.02 NUISANCE

Members shall not behave in any fashion that may unreasonably interfere with the enjoyment of other members, nor shall they commit or permit any nuisance or any noise or disturbance that would unduly disturb other members, nor shall they commit or suffer any illegal acts to be committed within the unit or on the common elements.

5.03 RULES AND REGULATIONS

The rules and regulations of the Co-op shall be the rules and regulations set out in Schedule "B" hereto and may be amended only by all members of the Co-op.

5.04 PRIVACY

- a) Members shall be entitled to privacy within their units. The Co-op or anyone on its behalf shall not enter any member's unit without the member's permission except in case of emergency and except as set out in subparagraphs (b) and (c).
- b) Persons designated by the Board shall be permitted to enter each unit on twenty-four hours' notice for a regular annual maintenance inspection, and for any special inspections for maintenance and repair purposes that may be authorized by the Board, or as may be required in connection with any insurance policy or appraisal of the Co-op's property, or for such other reason related to enforcement of the by-laws.
- c) The Co-op may on twenty-four hours notice enter a unit at any reasonable time to show the unit to prospective occupants if the member has given notice of termination of occupancy under paragraph 9.01, or if a resolution has been passed by the Board terminating occupancy under paragraph 10.02 (unless an appeal, as defined under paragraph 10.03 is in process).

5.05 MAINTENANCE AND REPAIR

- a) Each member shall maintain their unit in an ordinary state of cleanliness at all times, and shall comply with all requirements and standards of health authorities and other authorities respecting standards of cleanliness and maintenance. Each member shall repair damage caused by their wilful or negligent conduct or that of persons permitted on the property of the Co-op by them or others occupying their unit.
- b) Each member shall observe the maintenance responsibilities with respect to their unit and the common elements of the project as set out in the Maintenance Policy attached to this by-law as Schedule "C".
- c) Except for those set out in Schedule "C", no member shall make any alterations or improvements to their unit or alter, or in any way change the locking system, without permission in writing from the Board. At the end of a member's occupancy of a unit, they may remove their fixtures, provided such removal may be and is done without injury to the unit.
- d) Each member shall report to the Co-op promptly any condition in the unit or its equipment or in the building containing the unit, which comes to the knowledge of the member, and which may cause deterioration of the unit or building if not corrected.
- e) The Co-op may perform any of the maintenance or other obligations set out in this paragraph if the member responsible does not perform them within a reasonable time in the circumstances, and the member shall reimburse the Co-op for the costs of such performance in accordance with paragraph 3.10.
- f) The Co-op shall maintain the common areas of the Co-op (subject, however, to such responsibilities respecting the common areas which members may have in accordance with the Maintenance Policy).
- g) The Co-op shall repair damage to the units except reasonable wear and tear (see Schedule "C") and except damage that is the responsibility of members, subject to paragraph 6.05 in case of substantial damage.
- h) The Co-op shall provide a stove and refrigerator in reasonable working order to each unit.
- i) At the end of a member's occupancy in a unit, they shall leave the unit in a clean and tidy condition.

5.06 VIOLENCE

- a) Residents, guests and employees of BYHC must not commit violence against another person in the Co-operative. It is the universal right of all BYHC members, employees and guests to be safe from bodily harm or the threat of

bodily harm. The violence can be physical, psychological and/or sexual and includes child abuse. This violence can be real or threatened. Co-operative staff is authorized to call police and the Children's Aid Society in cases of child abuse. "Domestic violence", "violent behaviour," "the threat of violence," and the use of "weapons" will not be tolerated by BYHC. Any person found to be violating these rights will be reported to the police and to the board of directors and subject to immediate removal from the property, termination of occupancy and membership rights, and eviction.

b) It is also the right of all members and guests to be free of damage to personal property.

5.07 DOMESTIC VIOLENCE

a) Domestic violence is violence against another member of the same household. The Co-operative does not tolerate domestic violence. It will try and assist victims of such violence. Members of the Co-operative who engage in domestic violence may be evicted.

b) Members who are victims of domestic violence can:

- i) ask the Board to evict any person who commits domestic violence
- ii) request emergency subsidy if stated in the Housing Charge Subsidy By-law, and
- iii) get information from the Co-operative on support groups in the community

When the Board evicts anyone who has committed domestic violence a complaint from the victim is not necessary. The Board does not have to wait until any court charges are heard.

c) The Board must have proof that domestic violence occurred. The Board can accept the following as proof:

- i) a restraining order or peace bond
- ii) terms of bail which allow no contact, or
- iii) the offending member has been found guilty of assault
- iv) any other evidence admissible in a court of law

d) When a member is ready to let a previously violent spouse, partner or co-occupant return, the member can ask the Board in writing to reinstate that person's membership. The Board may reject an application for membership from that person if the member does not consent.

e) if someone has been evicted because of domestic violence, and returns without the consent of the victim, the Co-operative may treat that person as a trespasser. The Co-operative may remove that person from the property. Domestic violence,, violent behaviour, threat of violence and weapons are defined below.

Definitions

Domestic Violence

Domestic violence is a learned pattern of behaviours used by one person in a relationship to control the other person. It includes but is not limited to:

Emotional abuse through mind games, name-calling, or put-downs
 Isolation from family or friends
 Economic abuse by withholding money or being prevented from getting or holding a job
 Actual or threatened physical harm
 Sexual assault
 Stalking
 Intimidation

Violent Behaviour

The use of physical force or violence to restrict the freedom of action or movement of another person or to endanger the health or safety of another person or the property of BYHC. It applies to all members or guests or BYHC and any independent contractors hired by or working at BYHC. Examples of violent behaviour include, but are not limited to:

Unwelcome physical contact
 Slapping, punching, striking, pushing or otherwise physically attacking a person
 Throwing, punching, or otherwise handling objects in an aggressive manner
 Brandishing weapons

Threat of Violence

An express or implied threat to interfere with an individual's health or safety, or with the property of BYHC, which causes a reasonable apprehension that such harm is about to occur. Examples of a threat of violence include, but are not limited to:

Direct or indirect threats of harm

Words or gestures that intimidate others' Prolonged or frequent shouting
Stalking or following an individual or conduct which causes another to fear for their safety
Possession of deadly weapons on BYHC property
Coercion

Weapons:

Any instrument, device or thing capable of inflicting bodily harm or death, and designed or specially adapted for use as a weapon, or possessed, carried or used as a weapon. Weapons include but are not limited to:

Guns

Knives

Explosives

Incendiary devices

Any other item which may be used as a weapon that is commonly known to inflict bodily harm or death.

ARTICLE 6 ALLOTMENT OF UNITS

6.01 INTERNAL WAITING LIST

The Co-op shall maintain a waiting list of members occupying units of the Co-op who have indicated a desire to change their units. As suitable units become available, priority shall normally be given to persons on the internal waiting list in accordance with the Membership Policy. The Member Selection Committee may, subject to Board approval, either depart from the order on the internal waiting list in accordance with this article or from the order on the external waiting list, or give a particular person on the external waiting list priority over a member on the internal waiting list, if it feels there is good reason to do so.

6.02 MEMBERSHIP POLICY

In allotting units to new members and changing units within the Co-op, the Member Selection Committee shall act in accordance with the Membership Policy attached hereto as Schedule "A".

6.03 CHANGE IN FAMILY/HOUSEHOLD SIZE

- a) A member who has resided in the Co-op for at least three years without a change in family/household size shall have the right to retain occupancy of their unit if they wish, notwithstanding any future change in family size. In exceptional circumstances, the Board may also extend the right to members who have resided in the Co-op for less than three years, but only in truly deserving instances.
- b) Subject to paragraph (a), if a member ceases to have a family size appropriate for their unit as set out in the Membership Policy, the Co-op may terminate their right to occupy their unit by resolution of the Board provided that at the date of passage of the resolution the member has resided in their unit for less than three years and there has been a change in family/household size.
- c) Any member whose rights to occupancy are terminated in accordance with subparagraph (b) shall be given a position of uppermost priority on the internal waiting list.
- d) Notice of any meeting to consider a resolution as outlined in subparagraph (b) shall be given to the member at least seven days prior to the meeting. The member shall be entitled to attend the meeting and be represented by agent or counsel and make representations.
- e) If the member was present or represented at the meeting of the Board, the member may appeal the decision terminating their occupancy in the manner provided in paragraph 10.03. The procedure set out in paragraph 10.03 will be followed in respect of the appeal, except that the day of termination shall be in accordance with this paragraph.
- f) No termination of the member's rights to occupancy shall occur if there is neither a member on the internal waiting list with a deserving need nor a family/household on the external waiting list which has been approved for membership by the Board.
- g) Termination shall take effect three calendar months after the passing of the resolution of the Board.

6.04 EXPROPRIATION

- a) If the whole or any part of any unit is expropriated, members' rights to occupy such unit as against the Co-op shall terminate on the day when the expropriating authority obtains possession. Charges shall be paid to that date but no further charges shall be due thereafter.
- b) To implement the non-profit policy of the Co-op, compensation received by a member on expropriation except for compensation for disturbance or relocation expenses shall be the property of the Co-op and any rights in such compensation held by members are hereby assigned to the Co-op. The Co-op shall be subrogated to the members' rights to prosecute any claim for compensation and if a member receives any of the compensation assigned to the Co-op under this paragraph, it shall immediately be paid to the Co-op.
- c) During the period commencing when the Co-op reasonably expects the unit to be expropriated, each member occupying a unit expropriated shall have priority on the internal waiting list for any unit for which they qualify until a suitable unit is offered to them. Thereafter, they shall be deleted from the list.

6.05 DAMAGE BY FIRE OR CASUALTY

- a) If any unit in the Co-op is damaged by fire or other casualty and such damage is minor, the unit shall be repaired by the Co-op as quickly as possible and there shall be no reduction in housing charges.

- b) If the damage is so serious that, in the opinion of the Board, it is not desirable to repair the unit or the building in which it is situated, then the members' rights to occupy the unit shall be terminated but not their membership rights, and charges shall cease effective the day of the fire or casualty.
- c) If the damage is such that the unit is no longer habitable, but the Co-op intends to repair the unit, then the members' right to occupy the unit shall be terminated but not their membership, and charges shall cease to be effective the day of the fire or casualty, and in addition to the priority on the waiting list referred to in subparagraph (e). Such member shall have a further right to reoccupy the damaged unit when it is repaired, unless in the meantime they have elected to accept another unit or have obtained alternate accommodation.
- d) The occupants of the damaged unit shall be able to temporarily occupy a vacant unit, paying the lesser of the charges applicable to such a unit or the damaged unit, until the damaged unit is deemed habitable by the Board.
- e) If any member loses their right to occupancy under this paragraph they shall have priority on the internal waiting list until a suitable unit is offered to them. Thereafter, they shall be deleted from the list.

**ARTICLE 7
OCCUPANCY BY MEMBERS**

7.01 NO STRANGERS

- a) When a unit has been allotted to a member, no persons other than the member or members may occupy the unit except as provided in this article.
- b) **PERSONS UNDER EIGHTEEN**
Persons under eighteen years of age may occupy a unit as part of a member's household. When any such person turns eighteen, they may apply for membership in the Co-op and, if accepted, shall sign an Occupancy Agreement. If not accepted, or if they do not apply, they may continue to reside with their family and the members occupying the unit shall continue to be responsible to the Co-op for their behaviour. If the members refuse to take responsibility, then the person shall leave the Co-op.
- c) **GUESTS**
No member shall have any guest in their unit for a period greater than one month without the permission of the Board. If permission is refused, the guest shall cease to occupy the unit on such date as the Board may determine and any occupancy after that date shall be considered a default by the members occupying the unit, and the members' occupancy rights may be terminated in accordance with Article 10.01

7.02 ROOMERS AND BOARDERS

No member shall have a person sharing the unit with them other than those specified in paragraphs 7.01b) and c), unless such person has applied for membership in the Co-op and been accepted and allocated the unit on a sharing basis. Applications for membership will not be accepted or processed from visitors/guests residing with members. Application for membership must be made prior to residence. If accepted, such person must sign an Occupancy Agreement. If any such person occupies a unit without applying for membership, or after having been refused membership, they shall cease to occupy the unit on such date as the Board may determine. Any occupancy after that date shall be considered a default by the members occupying the unit, and the members' occupancy rights may be terminated in accordance with Article 10.01.

7.03 SHARED EXPENSES

To implement the non-profit policy of the Co-op, any arrangements for sharing expenses among members occupying a unit, shall distribute expenses on a fair, reasonable and equitable basis and shall not directly or indirectly permit a profit to any members, or relieve any member from their fair share.

7.04 NO ASSIGNMENT

Any member desiring to leave the Co-op for more than twelve months must surrender their occupancy rights to the Co-op and withdraw from membership. No member may assign their right to occupy their unit.

7.05 SUB-OCCUPANCY

There shall be no sub-occupancy permitted.

7.06 CONSENT TO ASSIGNMENT

The Co-op may withhold its consent to any assigning, underletting, parting with possession of or disposing of any unit.

ARTICLE 8
LIABILITY AND INSURANCE

8.01 CO-OP'S LIABILITY

The Co-op shall be liable for any damage caused by the Co-op or its employees to the persons or property of the members and their families. This shall include damage caused by any defects in buildings or equipment owned or rented by the Co-op.

8.02 MEMBERS' LIABILITY

The members of the Co-op shall be liable to the Co-op for any damage to the units or other parts of the Co-op's property caused by them, their family, guests, and invitees.

8.03 CO-OP'S INSURANCE

The Co-op shall maintain where applicable insurance including, but not limited to the following:

- a) Fire and extended coverage in amounts required by any mortgage or as the Board may reasonably determine.
- b) Boiler and machinery insurance in amounts required by any mortgage or as the Board may reasonably determine.
- c) Public liability insurance, including liability to members, tenants and other persons on the property in such amounts as the Board may reasonably determine.
- d) Fidelity bonding for its employees and signing officers in such amounts as the Board may reasonably determine.

8.04 MEMBERS' INSURANCE

Members shall obtain whatever insurance they feel appropriate for theft of or damage to property owned by them and liability insurance for damage they may cause to the Co-op's property, if any.

ARTICLE 9
TERMINATION OF OCCUPANCY BY MEMBER

9.01 NOTICE REQUIRED

A member may terminate their occupancy in the Co-op by giving, in writing, two calendar months and five days notice, such that the end of said notice period coincides with the end of a calendar month. The member's right to occupy their unit shall terminate at the end of the notice period.

9.02 RIGHTS AND OBLIGATIONS

Until the notice period is up, the member's rights and obligations remain in full force and effect. On the expiration of the notice period, if the member vacates the unit in accordance with the notice, their obligations to the Co-op existing on that date shall continue until paid or fulfilled.

9.03 WITHDRAWAL OF NOTICE

If notice of termination is given in accordance with Article 9.01, it may not be withdrawn without the written consent of the Board.

ARTICLE 10
TERMINATION OF OCCUPANCY BY THE CO-OP

10.01 TERMINATION ON DEFAULT

The Board may terminate a member's right to occupy their unit for any of the following reasons:

- a) As defined in Schedule "D", the member is in default of, or has been repeatedly late in payment of monthly charges or other charges payable under the by-laws of the Co-op.
- b) The member has, in the opinion of the Board, substantially or repeatedly failed to participate in the Co-op in accordance with paragraph 3.02 of this by-law.
- c) The member has, in the opinion of the Board, substantially or repeatedly interfered with the rights of other members as described in Art. 2 of this by-law.
- d) The member has, in the opinion of the Board, substantially or repeatedly failed to observe their maintenance and repair responsibilities as set out in paragraph 5.05 and the Maintenance Policy.
- e) The member has committed any other breach or breaches of their obligations under the by-laws or rules and regulations of the Co-op, and the Board feels that such breach or breaches are serious enough to warrant termination of occupancy.

10.02 PROCEDURE FOR TERMINATING OCCUPANCY

- a) The Board may not terminate any member's occupancy rights unless written notice has been delivered to the member's unit at least ten days prior to a meeting of the Board (except in case of emergency or circumstances described in paragraph 11.01), which notice shall: specify the breach or default complained of
 - i) identify the member's unit
 - ii) specify the proposed date of eviction
 - iii) set out the time and place for the meeting to consider whether the member's occupancy rights shall be terminated
 - iv) the fact that the member need not vacate the unit, but that the Co-op may obtain a writ of possession after it ends the membership and occupancy rights
 - v) advise the member that he/she may appear and make submissions at the meeting
 - vi) advise the member that he/she may appeal the Board's decision to the members

Such notice may be in the form contained in Schedule "E" to this by-law. The member may appear personally or by agent or counsel at the meeting and make representations to the Board prior to its vote.

- b) If the Board is of the opinion that one of the causes set out in paragraph 10.01 exists, and the member has not remedied or compensated for the breach in accordance with the notice, or it is a repeated breach, the membership and occupancy rights of the member may be terminated by resolution passed by a majority of those present and voting at the meeting. Such resolution shall be delivered to the member in the form attached hereto as Schedule "F". Such termination of occupancy rights shall be effective at a date specified in the resolution, which date shall be a reasonable time after the meeting, but normally at least thirty days after the meeting.
- c) The Board may postpone the determination of whether to terminate the member's occupancy for consideration at a specific future time of which the member shall be informed. It shall not be necessary to give the member any further notice of any such future meeting.
- d) If it sees fit, the Board may resolve that the termination of a member's occupancy shall not take effect, if the member makes such payments or performs such acts, on or before a specified date, as the Board may determine. If the member complies with such resolution, then the resolution terminating their occupancy rights shall be of no further force or effect.
- e) If the occupancy rights of the member are terminated, a notice to vacate specifying the date of termination shall be delivered to the member's unit normally within five days following the meeting of the Board (and whether or not a resolution referred to in subparagraph (d) has been passed). Such notice may be in the form contained in Schedule "G" to this by-law.

10.03 RIGHT TO APPEAL

- a) The member may appeal the decision terminating their occupancy rights by leaving notice at the office, within seven days of delivery of the notice referred to in paragraph 10.02(e). The member may also submit a written statement, no greater than 5,000 words, with the notice of appeal. The Co-op will distribute the statement to every member provided its contents fall within the limits specified by the Act.

- b) On receipt of such notice, the President shall call a meeting of the members giving due notice thereof, or put the matter on the agenda for the next members' meeting. Any such meeting must occur at least fourteen days after the notice of appeal has been received.
- c) At such meeting, the member whose occupancy rights are being terminated may appear with or without counsel and may make representations to the meeting.
- d) By a majority vote, the meeting may confirm the decision of the Board, or substitute for its decision any decision which could have been made by the Board.
- e) If an appeal is launched in accordance with this paragraph, the day of termination shall be postponed until the date for which the members' meeting is called. The members may extend the termination date; however, the eviction date shall be set to prevent the Co-op from loss of income due to vacancy.
- f) If the members' meeting is duly called and fails to pass a resolution confirming or changing the decision of the Board, or if a quorum is not present, the decision of the Board shall be deemed to have been confirmed.

10.04 LEGAL PROCEEDINGS

- a) If the member fails to vacate on the proper day of termination, determined in accordance with the previous paragraph, or if it appears likely that the member will not so vacate, the Co-op may also sue the member for any monies owing by the member to the Co-op.
- b) The Co-op shall not have the right to seize the goods and chattels of any member (unless the member has abandoned their unit). None of the members' property shall be subject to levy by distress for arrears of housing charges (unless the member has abandoned their unit).

10.05 APPLICABILITY OF BY-LAWS

The Co-op shall have no right to terminate occupancy rights or to re-enter a unit unless the provisions of its by-laws have been adhered to.

10.06 ABANDONMENT

If any member abandons their unit, the Co-op may enter the unit and allot it to another member, or rent it, and any losses or costs resulting to the Co-op shall be the responsibility of the abandoning member.

ARTICLE 11
WITHDRAWAL FROM MEMBERSHIP

11.01 NO WITHDRAWAL WITHOUT TERMINATING OCCUPANCY

A resident member may not withdraw from membership in the Co-op without terminating their occupancy in the Co-op. If a member serves notice of withdrawal from membership under Section 64 of the Co-operative Corporations Act, they shall be deemed to have given 3 months' notice to terminate occupancy in accordance with paragraph 9.01 at the same time. If the member fails to vacate their unit in accordance with paragraph 9.01, the Co-op may apply for a Writ of Possession and take such other proceedings as the Board sees fit against the member without the necessity of following the provisions of paragraphs 10.01 and 10.02.

11.02 NO TERMINATION OF OCCUPANCY WITHOUT WITHDRAWAL

No member may terminate their occupancy rights in the Co-op under paragraph 9.01 without also withdrawing from membership in the Co-op and the delivery of a notice of termination under paragraph 9.01 of this by-law shall be deemed to be delivery of a notice of intention to withdraw from membership under Section 64 of the Co-operative Corporations Act.

11.03 ABANDONMENT

Any member who has abandoned their unit will be deemed to have given notice of intention to withdraw from membership in the Co-op on the day of abandonment unless written notice to the contrary is given to the Co-op.

11.04 WREN OCCUPANCY RIGHTS TERMINATED

- a) Any member whose occupancy rights have been terminated under Article 10 of this by-law shall be deemed to have given notice of intention to withdraw from membership in the Co-op effective on the day on which possession is recovered by the Co-op, unless written notice of intention to withdraw from membership is accepted by the Co-op.
- b) Any member who ceases to have a right to occupy, reoccupy or remain on the internal waiting list for a unit in the Co-op under paragraphs 6.03, 6.04, or 6.05 shall be deemed to have given notice of intention to withdraw from membership in the Co-op effective on the day on which they cease to have such right, or cease to remain on the internal waiting list as the case may be, unless written notice of intention to withdraw from membership is accepted by the Co-op.

11.05 EXPULSION FROM MEMBERSHIP

Any member who is no longer resident in the Co-op may be expelled from membership in accordance with the procedure set out in Section 66 of the Co-operative Corporations Act.

ARTICLE 12 MISCELLANEOUS

12.01 SUBORDINATION

- a) The rights granted to members in this by-law shall be subject and subordinate to all mortgages or ground leases now existing on the Co-op's property or those which may be duly entered into in the future by the Co-op. The members shall execute any documents which the Co-op or any lender may deem necessary or desirable to give effect to this paragraph.
- b) b) The Co-op and each and every officer and future officer shall be the irrevocable attorney-in-fact of each member to execute any such instrument on behalf of the members. The members shall be deemed to have waived and shall not have any rights to notice of any default or notice of foreclosure or other legal action on any such ground lease or mortgage. The Co-op shall be the agent of each member to receive and accept such notice on the member's behalf, if such notice is necessary.

12.02 TIME

Time shall be of the essence in this by-law and in the performance of the duties of the Co-op and its members.

12.03 PROCEDURAL IRREGULARITIES

No minor defect in the procedure or in the notice given with respect to any matter dealt with in this by-law, including termination of occupancy under paragraphs 10.01 and 10.02, shall invalidate any decision made, if there has been substantial compliance with the provisions of the by-law and if no injustice results. Any member may waive, in writing or by conduct, any defect in procedure with respect to any matter dealt with in this by-law.

12.04 PARTIAL INVALIDITY

If any clause or provision of this by-law or any by-law of the Co-op affecting the occupancy rights of members shall be adjudged invalid, the same shall not affect the validity of any other clause or provision of this by-law or any agreement with any member pursuant to this by-law, or constitute any cause of action in favour of the Co-op, or any member. No failure by the Co-op to enforce any of its rights, and no condoning or waiver of any particular breach or default, shall operate to prevent the Co-op from insisting on its rights with respect to any other or continued breach or default.

12.05 PLANNING ACT

This by-law and agreements made pursuant to it shall be effective to create an interest in land or give a term of occupancy of twenty-one years or more only if the provisions of Section 49 of the Planning Act are complied with. However, except as to the creation of an interest in the land, this by-law and agreements made pursuant to it shall remain in full force and effect, despite any non-compliance with the said provisions.

12.06 POLICIES

Wherever this by-law 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 as part of this by-law and may be adopted or changed only in the same manner as this by law may be amended. If at the day of the passing hereof, or at any other time, any of the policies or rules and regulations referred to in this by-law is not in existence or has not yet been adopted, any reference to such policy or rules and regulations in this by-law shall be taken as a reference to the resolutions or decisions made by such policy or rules and regulations.

12.07 NOTICE

All the notices referred to in this by-law, except the notice to enter for maintenance inspection, shall be in writing and shall be sufficiently given, if handed personally or left with the member, or other apparently adult person at the unit. Notices may be otherwise delivered by registered mail or by posting it in a conspicuous place on some part of the unit (e.g. taping it to the door). Each member to whom notice is being given shall receive separate notice.

12.08 AMENDMENT

This by-law shall come into force only after being passed by a resolution of the Board and confirmed by a two-thirds majority of the votes cast at a meeting of members, and may be amended only in the same manner and by the same majority.

Passed by the Board of Directors of Brighton Yards Housing Co-operative Inc. at a duly constituted meeting, on this 13th day of July, 1985.

Confirmed by 2/3 of the votes cast at a duly constituted general meeting of Brighton Yards Housing Co-operative Inc., which was called for this purpose on the 13th day of July, 1985.

Repealed 2020-10-24

SCHEDULE "A"
BRIGHTON YARDS HOUSING CO-OPERATIVE INC.

MEMBERSHIP POLICY

To be considered for membership and residence at Brighton Yards Housing Co-operative, applicants must complete the prescribed application form with full information as indicated, pay a lifetime membership fee 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 the Brighton Yards 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. Every attempt will be made to serve the needs of people who are not adequately served by the commercial housing market while obtaining the best possible and most diverse mix of members.

Therefore, the criteria for membership selection shall include all of the following:

- a) A willingness to participate in the ongoing development of the Co-operative as a community
- b) A willingness to participate in the ongoing operation of the Co-operative
- c) A willingness to abide by the by-laws, agreements, policies and rules set from time to time by the Co-operative
- d) A willingness to respect the human and civil rights of others and to generally live peaceably with fellow Co-op members
- e) An indication of commitment to long term residence
- f) Financial responsibility and a willingness to show proof thereof
- g) A need appropriate to the available unit

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 Brighton Yards Housing Co-operative under the terms of By-law No. 2.
- 2) Second preference shall be given to applicants who have been approved for occupancy.
- 3) Third preference shall be given to approved applicants from other housing co-ops with positive recommendations from that co-op.
- 4) 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:

- 1) Adequate training for volunteer interviewers through workshops and practice A thorough orientation of prospective members
- 2) An in-depth interview by trained volunteer members with review by Membership Committee and/or the Board of Directors
- 3) A positive recommendation by the interviewers and, in the case of applications from members of other housing co-ops, by the Board of Directors of the other co-op
- 4) A procedure for appeal to the Board of Directors by applicants not accepted for membership

SCHEDULE "B"
BRIGHTON YARDS HOUSING CO-OPERATIVE INC.
RULES AND REGULATIONS

SAFETY

- 1) The member shall at all times exercise care for the safety of others.
- 2) Members shall not store large quantities of gasoline, oil, paint, or other highly flammable or dangerous materials in their units. Residents shall not permit anything to be done in their premises which will significantly increase the risk of fire.
- 3) Smoke detectors must not be disconnected or painted. It is the member's responsibility to test smoke alarms regularly and report any malfunction to the Co-op.
- 4) Common walkways shall be kept free of obstruction.

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.

SANITATION

- 1) Members are expected to keep the interior of their home reasonably clean.
- 2) Pest infestation shall be reported to the Co-op as soon as possible so that any necessary remedial measures can be taken.
- 3) Garbage must be securely wrapped and placed in designated areas at designated times.

PARKING

- 1) Each unit shall be allotted at least one designated parking space.
- 2) Parking spaces designated for visitors will be used by visitors only. A household's additional vehicle shall be parked in its designated parking space, if available. If no space is available for such designation, off site parking shall be used.
- 3) No oversize vehicles will be permitted parking space.
- 4) Abandoned or illegally parked vehicles may be towed away at the owner's risk and expense.
- 5) Vehicles may not be parked in such a way as to impede the passage of other vehicles.

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 privilege will be granted by execution of a pet agreement between the Co-op and member(s).

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 member.
- 2) All pet owners are to adhere to the by-laws of Brighton Yards Housing Co-operative Inc.
- 3) Subject to appeal to the Board, all pets must be spayed or neutered.
- 4) Pet owners are expected to clean up after their pets immediately after any mess is created outside of their yards.
- 5) All dogs must be under control while on Co-op property. Dogs will not be allowed to roam.
- 6) Animal Control will be called in to deal with stray dogs and stray cats found wandering loose.
- 7) 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.
- 8) Pet feces will not be allowed to accumulate inside yards so as to create a health hazard or nuisance to members or children.
- 9) Any cost to repair damage caused by a pet to a unit or property will be charged to the pet owner.
- 10) The maximum number of pets per unit is two.

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.

Repealed 2020-10-24

MEMBER RELATIONS COMMITTEE GUIDELINES FOR HANDLING GRIEVANCES AND BY-LAW INFRACTIONS

The Member Relations Committee is responsible for dealing with several types of problems within the Co-op. These include most by-law infractions as well as disputes between members. Some of the situations which the Member Relations Committee will deal with may, if no other solution is found, result in the termination of a member's occupancy rights. This means that the committee must be extremely careful to deal fairly and consistently with all cases, follow policies and procedures adopted by the membership and keep detailed written records of all its activities.

Notwithstanding Article 6 of this by-law, the Co-op's Occupancy By-law specifies five causes for termination of occupancy. The first of these is failure to pay charges. Problems in this area will be dealt with by the Arrears Committee and the Board of Directors and are, therefore, not of concern to the Member Relations Committee.

- 1) Non-participation
- 2) Interference with other members' use of their units
- 3) Failure to carry out maintenance responsibilities
- 4) Other breaches of the by-laws or rules and regulations of the Co-op

In all cases considered by the Member Relations Committee, it must be remembered that the objective is to resolve problems within the Co-op with the minimum number of cases being taken to the Board to consider eviction. The second objective is to resolve problems in such a way as to minimize lingering bad feelings and bitterness and to create a healthy and positive social climate. In order to do this, the committee must always be fair and humane but must also be prepared to act quickly and firmly where serious problems do exist. The committee must not be afraid to take action where necessary.

The Member Relations Committee cannot on its own make any decision to terminate the occupancy and membership rights of a member. The final decision rests with the Board of Directors of the Co-op. Where the Member Relations Committee sees no solution to a grievance and finds no other course of action, the case should be referred to the Board of Directors and may include a recommendation to terminate the occupancy rights of the member.

PROCEDURE FOR FILING COMPLAINTS

Members of the Co-op follow the following procedure when reporting grievances or violations of the by-laws and rules and regulations of the Co-op by other members:

- 1) Prior to submitting a complaint, the member must make a reasonable attempt to deal with the problem personally.
- 2) Complaints submitted to the Member Relations Committee must always be in writing and signed. This helps to discourage anonymous complaints which cannot be properly investigated. The committee will then investigate the complaint to determine whether or not it is valid and whether or not a Co-op regulation is being violated. This will involve an interview both with the person or persons registering the complaint as well as an interview with the member being complained about.
- 3) When it has been determined that the member is not carrying out their responsibilities or behaving in accordance with the by-laws of the Co-op, the committee will attempt to find solutions to the problems with the member in question.
- 4) Where a solution is found, the committee must monitor the situation to make sure that the problem has been solved. Where no solution is found or a solution does not work, and the committee can see no other course of action, the case will be referred to the Board of Directors and may include a recommendation to terminate the occupancy rights of the member.

SCHEDULE "C"
BRIGHTON YARDS HOUSING CO-OPERATIVE INC. MAINTENANCE POLICY

A) INTRODUCTION

It is expected and encouraged that members are responsible for maintenance of their unit as much as their skills allow. If a member does not have the skills, then they are expected to seek help in completing the task. Any work done by the members saves the Co-op money and, therefore, each individual member saves money. Preventative maintenance is a strong focus of the committee.

B) OBJECTIVES

- To maintain a safe and sound building structure
- To maintain mechanical systems and services in good functioning order
- To respond both adequately and responsibly to the maintenance needs of the Co-op
- To use, where feasible, volunteer labour to reduce costs

C) CO-OP RESPONSIBILITIES

- 1) To establish and monitor the Co-op's maintenance program including:
 - Routine maintenance procedures
 - Inspections
 - Repairs and improvements
 - Emergency procedures
 - Education of members and assistance in routine maintenance procedures
 - Establish and monitor a budget and
 - Administration of labour and maintenance contract.
- 2) To set goals and formulate policies and procedures concerning maintenance and recommend changes or additions to the policies and procedures when necessary
- 3) To submit written reports to Board/general membership
- 4) To propose, organize, and supervise "work parties" for special maintenance projects
- 5) To maintain an inventory of maintenance equipment and supplies and to oversee their use
- 6) To regularly maintain, clean and periodically redecorate the Community Centre
- 7) To maintain and service all mechanical and electrical systems and equipment owned by the Co-op (e.g. refrigerators, stoves, common area laundry appliances)
- 8) To regularly test smoke detectors in the Community Centre
- 9) To regularly inspect and maintain exterior structural areas including outside drains, walls and roofs, siding, brick, eaves-toughing, and fences
- 10) To carry out minor repairs and periodic repainting of unit interiors where a member is unable to do so
- 11) To carry out all major repairs that are not the result of negligence or damage by co-op members, other members of their household, or their guests
- 12) To repaint vacant units before new members move in, if required, unless alternate arrangements are made with the new members

D) MEMBER RESPONSIBILITIES

Members are individually responsible for the following:

- 1) Maintaining units in a reasonable state of cleanliness
- 2) Periodic painting of unit interiors
- 3) Obtaining Co-op approval prior to beginning unit improvement projects, as required by Section F of this policy
- 4) Exterior window cleaning, maintenance and repair of screens
- 5) Draining exterior faucets prior to winter freeze-up
- 6) Minor repairs to the unit
- 7) Reporting required repairs promptly to the Co-op
- 8) 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
- 9) Upon move-out, leaving their unit in a condition ready for immediate occupancy
- 10) Vestibule cleaning and painting

E) UNIT REPAIR POLICY

- 1) Members are required to deal with all repair work in their unit promptly. Failure to do so is not only an inconvenience to the members but will potentially lead to greater damage and higher repair costs if left unattended.
- 2) In the case of minor repairs for which the members in the household have the ability and skills to fix, it is expected that they do so. For members making such repairs, necessary supplies, tools, and equipment owned by the Co-op will be made available to them. Members signing out tools and equipment are responsible for the prompt return of items and replacement if lost or damaged.
- 3) In the case of repairs for which members of the household do not have the ability or skills to fix, the members are responsible for completing a Work Request Form and for submitting the form to their Block Contact.
- 4) The following conditions constitute an emergency:
 - Safety and life is endangered
 - An immediate health hazard exists
 - Loss of essential services
 - Financial loss to the Co-op will arise if immediate action is not taken and
 - Protection of public or private property
- 5) 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-op in writing.
- 6) In the case of other emergencies (leaking pipes, floods, electrical breakdown), the Block Contact should be informed. They will evaluate the situation and may call tradespersons if needed.
- 7) Matters not considered to be emergencies should be treated as normal repair work and a Work Request Form should be completed and submitted to their Block Contact.
- 8) No member except Block Contacts may call a tradesperson and if a member does, they are responsible for payment of the bill.
- 9) Block Contact and Emergency Procedures will be developed by the Co-op and distributed to all member households.

F) UNIT IMPROVEMENT POLICY

- 1) Members are individually responsible for the cost of improvements or alterations to their units. Only in the case in which renovations include repair work which the Co-op would have to undertake within a two year period can reimbursement for materials be considered.
- 2) Fixtures and appliances in place are the property of the Co-op; such items, if removed, shall be stored by the member in their unit and replaced when the member leaves the unit.
- 3) The Co-op establishes a painting allowance for each unit. The amount of the painting allowance is determined by the annual operating budget approved by members at the Annual Budget Meeting. The painting allowance may be used by member households to purchase paint to repaint their units. The cost of supplies is not covered by the allowance.
- 4) Any colour and brand of paint may be used in units. Latex paint is to be used wherever possible. Where two colours meet, members are to ensure that edges are straight (masking tape works well). All stucco ceilings must be left or painted plain white.
- 5) It is the responsibility of members to ensure that paint does not get onto carpets, linoleum, fixtures, etc. by removing the latter and/or covering them with drop sheets, masking tape or similar protection.
- 6) At the time of move-out, members must leave paint and wallpaper in good condition.
- 7) At the time of move-in, members may leave the walls as they are, paint them using any available painting allowance for their unit, or paint them at their own cost.
- 8) Wallpaper must be dry-strippable. Only Co-op approved adhesives may be used to apply or repair wallpaper or border. Damaged, stained, or torn wallpaper must be removed before move-out and the wall prepared for painting.
- 9) Plans for any exterior renovations or additions to the building must be submitted to the Co-op at least two months before work is begun; any such projects must be done by qualified workers, conform to all building codes and C.M.H.C. regulations, and be paid for by the member. Such exterior renovations become the property of the Co-operative.
- 10) In the case of requests to alter the exterior of the building, the occupants of any other units which would be affected by the alteration must be contacted for comment.

11) Permanent interior improvements and alterations, including but not restricted to the following:

- major structural changes, moving or adding walls
- replacing floor coverings
- installation of additional wall coverings (tile, paneling, etc.)
- electrical, plumbing, and heating work
- basement finishing projects

may be made only with the prior written approval of the Co-op. Members proposing to carry out unit improvements as outlined in this policy shall follow the "Unit Improvement Procedures" as developed by the Co-op and distributed to members from time to time. Any such work must be done by qualified workers, conform to all building codes and CMHC regulations, and be paid for by the members. Such improvements become the property of the Co-operative.

- 12) A deposit is required if returning the unit to its original condition would cost in excess of one month's housing charge. Schedule C to By-Law No. 2 January 28, 2000
- 13) Upon approval of the proposed renovations, terms of agreement must be signed by the member and the Co-op. Terms of agreement must include expectations regarding move-out condition of the unit.
- 14) If the work is not completed in a satisfactory manner at the time of the next annual unit inspection, the member pays the cost of returning the unit to its original condition.

G) UNIT INSPECTION POLICY

- 1) A unit inspection takes place when each member household moves in or out of a unit and also annually thereafter.
- 2) During any unit inspection, a member of the household must be present.
- 3) Move-out inspections are done within 10 days of receiving notice to vacate. All member responsibilities and tasks must be completed before actual move-out. Members must notify the Co-op of the exact date and time of move-out so that final inspection can be done in the empty unit with the member present. Keys must be turned in at the end of the inspection.
- 4) Prior to each annual unit inspection, written notice is given regarding purpose and value of the inspection. Members receive confirmation of the agreed-upon time seven days prior to the inspection.

BYHC Paint Policy

Proposed changes: Approved at General Members Meeting on April 17, 2011

Schedule C, F, (3)

The co-op provides primer and paint in antique white for members to paint their unit. Any cost of painting supplies are the responsibility of the members.

(4) If a member would like a colour other than antique white, the cost of the paint is the member's responsibility. Latex paint is to be used wherever possible. Where two colours meet, members are to ensure that edges are straight (masking tape works well). All stucco ceilings must be left or painted plain white.

(5) No change.

(6) At time of move-out, members must leave paint and walls in good condition (holes must be patched, sanded and spot-painted).

SCHEDULE "D"
BRIGHTON YARDS HOUSING CO-OPERATIVE INC.
SPENDING AND ARREARS POLICIES SPENDING POLICY

PURPOSE

1. To ensure that the Co-op Membership maintains ultimate control over spending.
2. To enable staff, committees, and the Board of Directors to have sufficient flexibility to manage the finances of the Co-op on a day-to-day basis.
3. To provide for efficient spending control.

DEFINITIONS

1. For the purposes of this policy, "Approval of Expenditures" refers to a decision that a given expenditure by the co-op is acceptable within the current fiscal year.
2. For the purposes of this policy, "Authorization of Purchases" refers to a decision that money, in the form of either cash or a cheque, be provided at a particular point in time to carry out a given approved expenditure.
3. For the purposes of this policy, "emergency expenditures" refers to expenditures that must be incurred immediately because a delay would:
 - Cause property damage, or
 - Endanger personal safety, or
 - Cost the Co-op more money if not incurred immediately.
4. For the purposes of this policy, "nondiscretionary expenditures" refers to expenditures where the Co-op has no realistic option as to when or if to incur them. They include such items as municipal taxes, utilities, garbage disposal, and most repair costs.
5. For the purposes of this policy, "discretionary expenditures" refers to expenditures where the Co-op has an option as to when or if to incur them. They include such things as equipment purchases, maintenance supplies, office supplies, professional or consulting services, education for staff, directors or members, membership in other organizations, new staff positions, changes in insurance coverage, and new contracts for any goods or services.

POLICY

A) ANNUAL BUDGET APPROVAL

- 1 Prior to the beginning of each fiscal year, an annual budget for the year, including proposed housing and associated charges, is presented by the Board of Directors to the general membership for approval.
- 2 The budget must provide separate amounts for each major category of revenue and expense. These categories should be accompanied by sufficiently detailed notes to adequately identify what is included in each budgeted amount.

B) BUDGET REVISIONS

- 1 The Board of Directors may approve revisions to the budget during the course of the fiscal year, if deemed appropriate by the Board.
- 2 Revisions to the operating budget must be reported to the membership at the next general meeting when:
 - There is a change of more than 10% in one budget account, or
 - There is an overall change of more than 5% in total budgeted expenses.
- 3 Any change in housing or associated charges must be approved by the members.

C) APPROVAL OF BUDGETED EXPENDITURES

Approval of the operating budget or approval of revisions to the budget constitutes approval of the expenditures contained in the budget.

D) APPROVAL OF UNBUDGETED EXPENDITURES

- 1 An expenditure is considered unbudgeted and requires approval by the Board of Directors when:
 - The expenditure was not included in the approved operating budget, or
 - The expenditure results in the budget account containing the expenditure being over the budgeted amount.
- 2 Unbudgeted emergency and nondiscretionary expenditures may be approved without limits by persons designated by the Board of Directors.
- 3 Unbudgeted emergency and nondiscretionary expenditures must be reported to the Finance Committee and the Board of Directors as soon as is reasonably possible.

- 4 Unbudgeted discretionary expenditures must be referred to the Finance Committee for recommendation to the Board of Directors for approval or rejection.
- 5 If the Finance Committee is unable to meet within a reasonable time, requests for unbudgeted expenditures may be dealt with directly by the Board of Directors.

E) AUTHORIZATION OF APPROVED PURCHASES

- 1 The purchase of approved expenditures may be authorized by Committee Chairpersons and their designates, the Board of Directors, and staff where such expenditures relate to their areas of responsibility.
- 2 Wherever feasible, copies of bids or quotes indicating the best value for the money must accompany requests for the authorization of purchases exceeding \$1,000.00.
- 3 The issuance of a cheque for an authorized purchase may be delayed if the Co-op's cash balance is inadequate, such a delay to be reported to the individual making the request, to the Finance Committee, and to the Board of Directors.

F) SIGNING OF CHEQUES

- 1 All cheques drawn on the Co-op's account must be signed in accordance with Article 7, Paragraph 7.06, of By-law No. 1.
- 2 The person responsible for preparing cheques must not be a signing officer.

ARREARS POLICY

A) PREAMBLE

The Co-op provides housing for its members on a non-profit basis. It is the responsibility of each member to pay their fair share of the costs, as determined at a general members' meeting called for that purpose, promptly as they become due.

B) PAYMENT

1. Housing Charges are to be paid monthly on the first day of each month by post dated cheques.
2. Each unit shall leave with the office, upon move-in, sufficient post-dated cheques to cover Housing Charges to the end of the fiscal year as well as the deposit and associated charges.
3. In the month prior to the commencement of a new fiscal year, the unit shall leave twelve (12) post-dated cheques with the office for the upcoming fiscal year.
4. Payment must be made by cheque. The Co-op is not set up to handle cash.
5. Arrears are any amounts owing to the Co-op that have not been received when due. Arrears are also any cheques returned pertaining to the said amounts.

C) ARREARS COMMITTEE

- 1) The Arrears Committee consists of one Finance Committee member, the Treasurer and the Co-op coordinator.
- 2) The purpose of the Arrears Committee is to administer this Arrears Policy, resolve cases of arrears and, where necessary, refer cases to the Board of Directors for eviction or other action.
- 3) The Arrears Committee will meet on or before the 15th of each month and more often when necessary.
- 4) The Arrears Committee will report to the Board of Directors on any arrears outstanding on a monthly basis or as necessary. The report will show the unit number, amount of arrears, and summarize arrangements made by the Committee.

D) PROCEDURE TO DEAL WITH ARREARS

- 1) The Arrears Committee will appoint one of its members to contact the unit in arrears.
- 2) The Arrears Committee shall consider the explanation and any proposal to pay arrears.
- 3) The Arrears 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.
- 4) If the conditions set by the Arrears Committee are not met promptly, the Committee may recommend to the Board the issuance of the "Notice to Member" (see By-law #2, Schedule E). The Arrears Committee may also recommend to the Board either the occupancy rights of the member be terminated, or conditions under which the member is allowed to rectify the arrears.

- 5) Any motion passed by the Board dealing with a matter referred to it under this Policy shall be administered by the Arrears Committee.

E) CHARGES

- 1) If a member's cheque to the Co-op is returned by the Credit Union (or other financial institution), the member shall be required to reimburse the Co-op for any service charge levied against the Co-op.
- 2) In addition, the member shall be treated as though they are in arrears until such time as the cheque is replaced by another. Therefore, this will be considered a late payment and will be subject to a Late Payment Charge of \$25.00.
- 3) Monthly Housing Charges which are not negotiable at the first of the month are subject to a Late Payment Charge of \$25.00.
- 4) 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.

F) DIRECTORS IN ARREARS

- 1) Directors must not owe any money to the co-op other than housing charge for the current month and/or future payments for their member deposit. A director must have a signed payment agreement for these payments.
- 2) The Board will ask directors in arrears to resign as per the Board Members in Arrears Procedure.
- 3) Brighton Yards Housing Co-operative encourages best practices in governance and long term financial sustainability. We strive for compassionate and fair practices when managing arrears and wish to minimize the potential for conflicts of interest.

SCHEDULE "E"
BRIGHTON YARDS HOUSING CO-OPERATIVE INC.
NOTICE OF PROPOSED TERMINATION

To Members:

- 1.
- 2.
- .
- 3.
- 4.

Unit # and Street: Unit # _____ - 64 Pepler Street
 City / Postal Code: Waterloo, Ontario N2J 4P7

The Board of Directors is going to consider ending your membership and occupancy rights at a Board meeting.

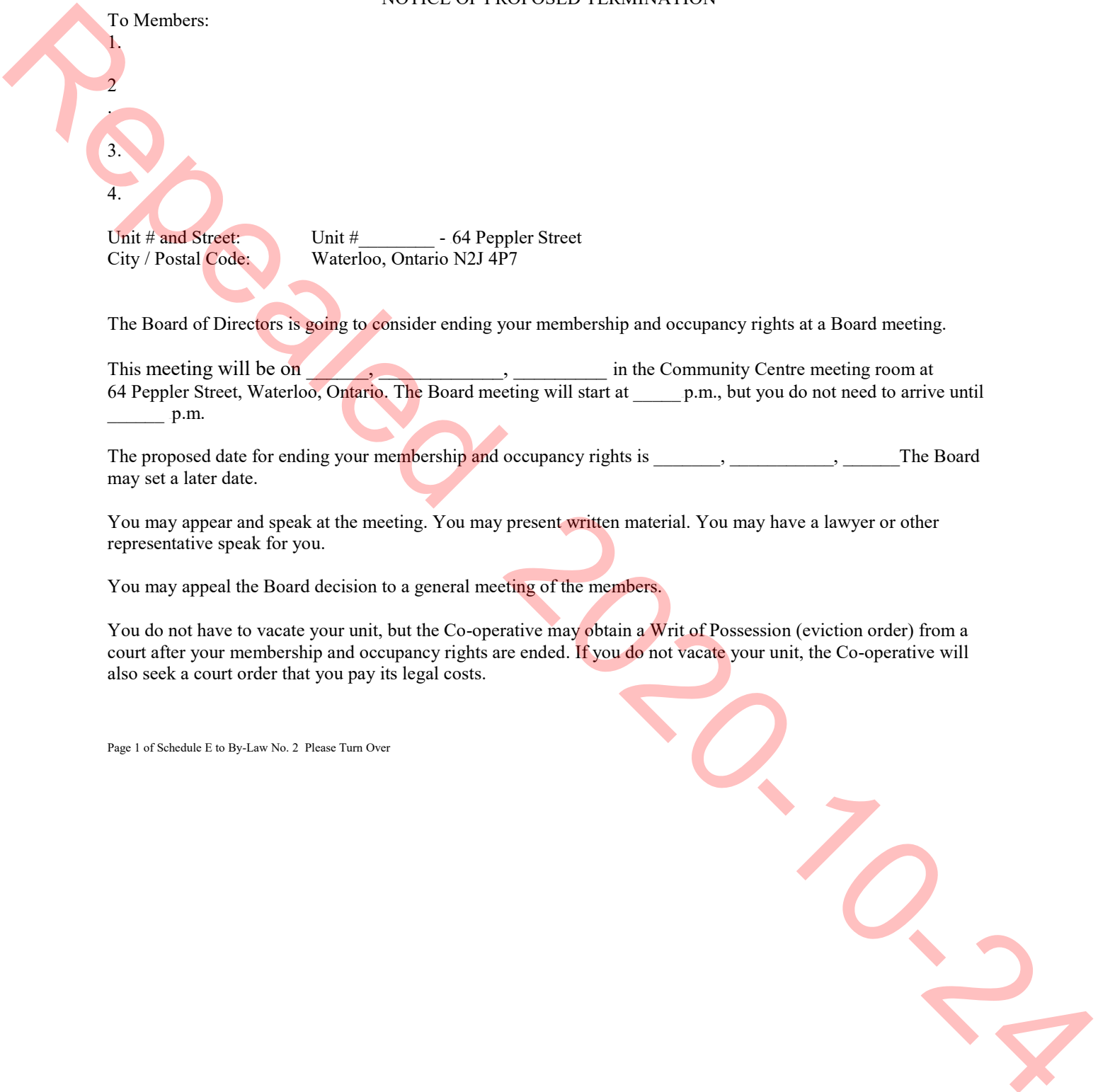
This meeting will be on _____, _____, _____ in the Community Centre meeting room at 64 Pepler Street, Waterloo, Ontario. The Board meeting will start at _____ p.m., but you do not need to arrive until _____ p.m.

The proposed date for ending your membership and occupancy rights is _____, _____, _____. 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 may appeal the Board decision to a general meeting of the members.

You do not have to vacate your unit, but the Co-operative may obtain a Writ of Possession (eviction order) from a court after your membership and occupancy rights are ended. If you do not vacate your unit, the Co-operative will also seek a court order that you pay its legal costs.



Schedule E continues

The grounds for ending your membership and occupancy rights are:

ARREARS:

1. You owe the Co-op \$ _____ in housing and related charges as of _____, _____, _____
This is contrary to Article 10, Paragraph 10.Ola) of the Occupancy By-law, By-law No. 2.

2. You have been repeatedly late in the payment of your monthly housing charges. This is contrary to Article 10, Paragraph 10.Ola) of the Occupancy By-law, By-law No. 2.

OTHER:
SPECIFIC:

GENERAL:

DETAILS:

Dated this _____ day of _____, _____ Brighton Yards Housing Co-operative Inc.

_____ (Signature)

_____ (Signature)

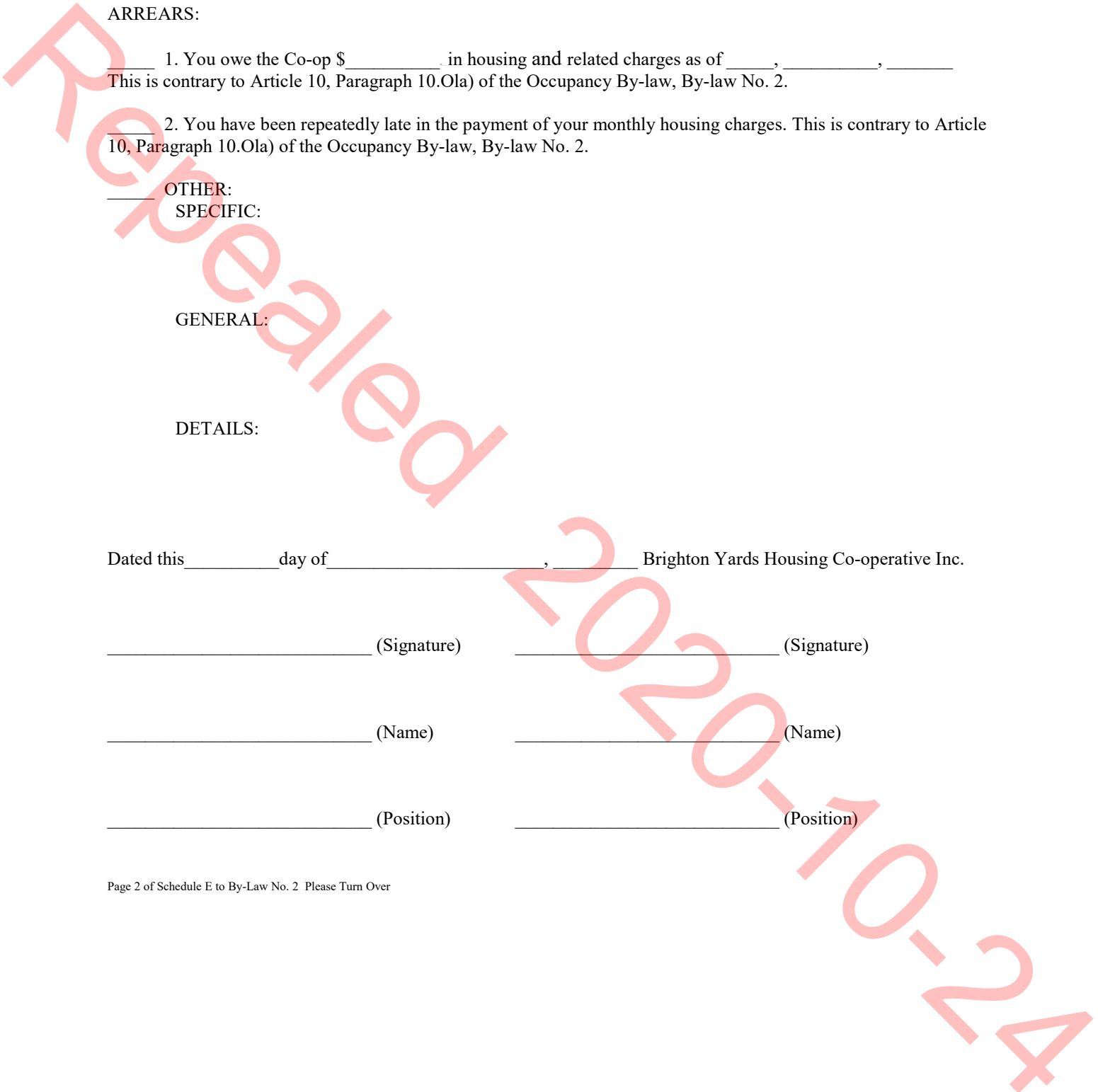
_____ (Name)

_____ (Name)

_____ (Position)

_____ (Position)

Page 2 of Schedule E to By-Law No. 2 Please Turn Over



SCHEDULE "F"
BRIGHTON YARDS HOUSING CO-OPERATIVE INC.
DECISION OF THE BOARD OF DIRECTORS
ENDING MEMBERSHIP AND OCCUPANCY RIGHTS

To Members:

- 1.
- 2.
- 3.
- 4.

Unit # and Street: Unit # _____ - 64 Pepler Street
 City / Postal Code: Waterloo, Ontario N2J 4P7

BACKGROUND:

- 1) The Co-operative gave the member(s) a Notice to Appear as required by Article 10.02 of the Occupancy By-law (By-law No. 2) and Section 171.8 of the Co-operative Corporations Act (as amended by Bill 166).
- 2) The member(s) (attended/did not attend) the Board meeting. A representative of the member(s) (attended/did not attend) the Board meeting.
- 3) This decision was made by a majority of the directors at a proper meeting.

Decision

- 4) The occupancy rights of the member(s) in the above unit are ended on _____, _____, _____. The membership of the member(s) in the Co-operative is ended on the same date.

REASONS:

The Board of Directors made its decision because:

_____, 1 Arrears: You owe the Co-op in housing and related charges as of _____, _____.
 This is contrary to Article 10, Paragraph 10.01a) of the Occupancy By-law, By-law No. 2.

_____. 2. You have been repeatedly late in the payment of your monthly housing charges. This is contrary to Article 10, Paragraph 10.01a) of the Occupancy By-law, By-law No. 2.

_____. 3. Other
 SPECIFIC:

GENERAL:

DETAILS:

FURTHER DECISION:

Certified to be a true copy of a decision of the Board of Directors of Brighton Yards Housing Co-operative Inc. passed on the ___ day of _____, _____ at a proper meeting, which resolution is still in effect and has not been amended.

Dated this _____ day of _____, _____ Brighton Yards Housing Co-operative Inc.

_____ (Signature)

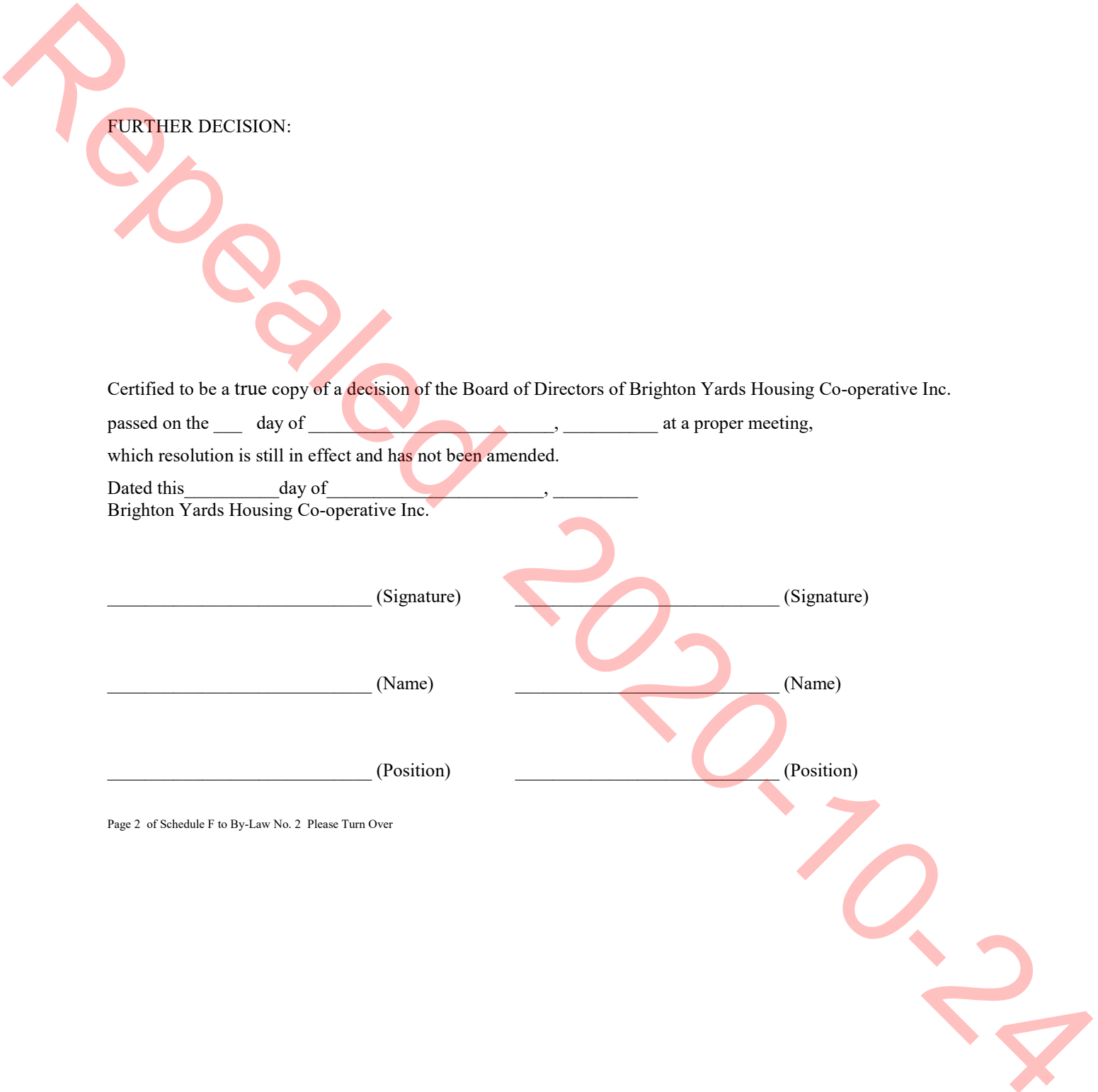
_____ (Signature)

_____ (Name)

_____ (Name)

_____ (Position)

_____ (Position)



SCHEDULE "G"
BRIGHTON YARDS HOUSING CO-OPERATIVE INC.
NOTICE OF BOARD OF DIRECTORS' EVICTION DECISION

To Members:

- 1.
- 2.
- 3.
- 4.

Unit # and Street: Unit # _____ - 64 Pepler Street
 City / Postal Code: Waterloo, Ontario N2J 4P7

A meeting of the Board of Directors was held on _____, _____, _____. You were given a Notice to Appear to be considered at that meeting. The Board of Directors decided to end your occupancy rights in the above unit on _____, _____, _____ and decided to end your membership rights in the Co-operative on that date (See the attached Decision of Board of Directors Ending Membership and Occupancy Rights).

Leave your unit by _____, _____, _____.
 If you do not, the Co-operative will start a court proceeding against you.

To find out how you may appeal this decision, see Article 10.03 of the Occupancy By-law (By-law No. 2) and Section 171.8 of the Co-operative Corporations Act (as amended by Bill 166).

Dated this _____ day of _____, _____
 Brighton Yards Housing Co-operative Inc.

_____ (Signature)

_____ (Signature)

Schedule G to By-Law No. 2

SCHEDULE "H"
 'BRIGHTON YARDS HOUSING CO-OPERATIVE INC.
 LAND USE POLICY

The Land Use Policy governs all aspects of the exterior care and maintenance of the Co-op grounds.

A) GENERAL COMMON AREAS

- 1 Areas such as Sunset Common and the Co-op entrance will be maintained by the Maintenance Committee.
- 2 The Co-op shall be jointly responsible for the following tasks in the common areas surrounding the block (as shown in the attached site plan):
 - a) grass cutting, including edging
 - b) removal of garbage from grounds and walkways
 - c) snow shovelling, including parking spaces and public walks
 - d) reporting of plant damage and disease
- 3 Other seasonal tasks, such as spring and fall clean up, pruning, etc., will be undertaken by work parties organized by the Maintenance Committee.

B) PRIVATE AREAS

- 1 Each unit in the Co-op has a designated private outdoor area. The individual member shall be responsible for the maintenance of the area designated by the privacy fence. The fences may be extended and the yard enclosed. However, a four foot walk through shall be maintained:
 - a) between the end of the fence and the Co-op property fence
 - b) between the fences of facing units
- 2 Units with "back yards" facing the parking lots may extend the fencing to the edge
- 3 Fence extensions shall match the existing privacy fences. All fences must have an opening and/or gate for safety reasons.
- 4 Green areas facing the parking lots are considered common areas (excluding those areas designated as "backyards").
- 5 While these areas are common, members should respect each other member's right regarding quiet enjoyment and show consideration with respect to noise and traffic across the grass.

C) PESTICIDES

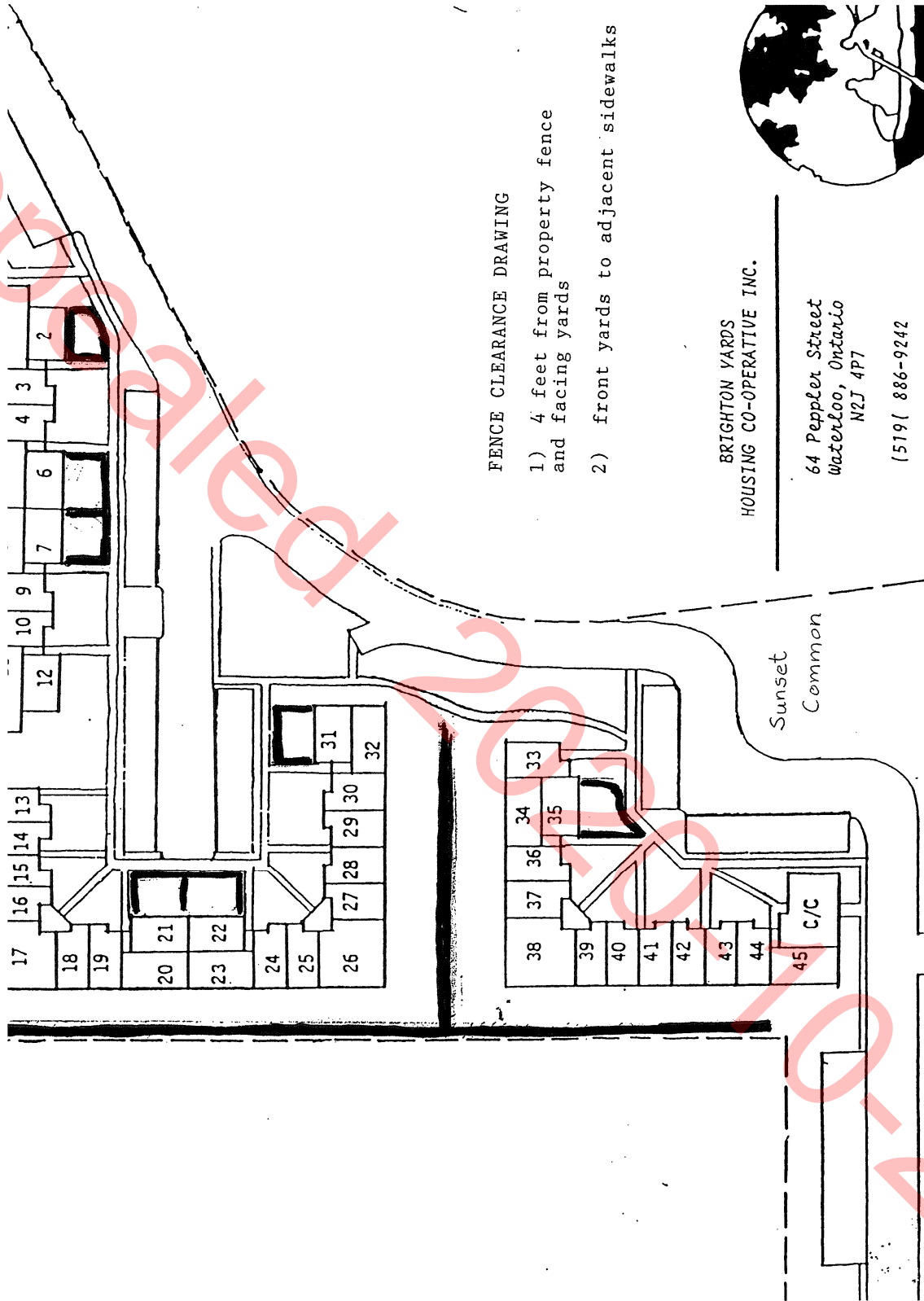
No chemical pesticides will be used for any reason.

D) USE OF COMMON AREAS BY INDIVIDUAL MEMBERS

- 1 The Co-op encourages the creative use of common lands. Use is to be considered a privilege, not a right, and must be regarded as such. Use will be guided by the following conditions:
 - a) Any change to a common area must be agreed upon by the members directly affected.
 - b) Use includes, but is not limited to, planting of vegetable or flower gardens, games areas, pet areas, etc.
 - c) Current areas in use are considered to be valid unless challenged by an affected member.

Schedule H to By-Law No. 2

ATTACHMENT:



FENCE CLEARANCE DRAWING

- 1) 4 feet from property fence and facing yards
- 2) front yards to adjacent sidewalks

BRIGHTON VARDS
HOUSING CO-OPERATIVE INC.

64 Pepler Street
Waterloo, Ontario
N2J 4P7

(519) 886-9242

