

**A By-law to comply with the  
Ontario Housing Services Act**

**By-law No 18**

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**HOUSING SERVICES ACT BY-LAW**

***REPEALS AND REPLACES  
THE SHRA BY-LAW No. 9 and  
THE ABSENCE FROM UNIT POLICY***

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**Passed by the Board of Directors on December 7, 2016  
Confirmed by the Members on January 18, 2017**

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## **By-law No. 18 HSA By-law**

This By-law contains rules which Wyndham Hill Co-operative Homes Inc.\* (the Co-op) is adopting to comply with the Ontario *Housing Services Act*.

It changes the Co-op's existing by-laws in the following areas:

- Appendices to the Occupancy Agreement (Appendices A, B, C and E)
- Required internal transfers (Article 3)
- Guest rules for members who pay a geared-to-income housing charge (Article 4)
- Special needs eligibility and waiting list (Article 5)
- Procedures for decisions, reviews and notices (Article 6)
- Selection of geared-to-income and special needs members (Article 7)
- Forms to be used by the Co-op (Forms A to I)

# 1. About this By-law

## 1.1 Special Meanings

Certain words have special meanings when used in this By-law.

- (a) “*Housing Services Act*” means the Ontario *Housing Services Act*, including all amendments to bring it up to date.
- (b) “*Co-operative Corporations Act*” means the Ontario *Co-operative Corporations Act*, including all amendments to bring it up to date.
- (c) “Regulations” means official Regulations passed by the Ontario government under the *Housing Services Act*, including all amendments to bring them up to date.
- (d) “Local Rules” means rules and standards that are officially set by the Service Manager in compliance with the *Housing Services Act*.
- (e) A “Service Manager” is the municipal body that relates to the Co-op under the *Housing Services Act*. The Service Manager for the Co-op is **The County of Wellington**.
- (f) “Government Requirements” is a term used in this By-law to refer to the rules that apply to co-ops as stated in the *Housing Services Act*, the Regulations, Local Rules or any of them.
- (g) A “Review” is a review of a decision about geared-to-income or special needs housing resulting from an appeal by an applicant or member under Government Requirements. Procedures for reviews by the Co-op are in Attachment 3 – Procedure for Decisions, Reviews and Notices and Attachment 5 – Procedure for a Review of a Refusal of Membership Application.

Words that have special meanings in the *Housing Services Act* and the Regulations have the same meaning when used in this By-law unless another meaning is clearly intended.

Some other words have special meanings in this By-law. These include:

- Applicable occupancy standards (section 3.6)
- Special needs households and special needs units (section 5.5)
- Household (section 6.6).

## **1.2 Applicable Rules**

Many of the rules applicable to co-ops are set out in the *Housing Services Act*, the Regulations and Local Rules. The Co-op must obey these rules even if they conflict with its by-laws. The Co-op must also continue to follow the rules in the *Co-operative Corporations Act*.

If there is a conflict among rules, they will govern in this order:

1. the *Co-operative Corporations Act* and the *Housing Services Act*
2. the Regulations under the *Housing Services Act* and any regulations that are relevant under the *Co-operative Corporations Act*
3. Local Rules
4. this By-law, including the Appendices, Forms and Attachments
5. the other by-laws of the Co-op.

## **1.3 Relation to Other By-laws**

- (a) This By-law takes the place of or amends all previous by-laws or resolutions that deal with matters covered by this By-law. If there is a conflict, this By-law governs.

The following by-laws, or parts of by-laws, are repealed when this By-law is passed:

- 
- The Occupancy By-law (By-law No. [ ]\*), section 3.6, (Housing Charge Subsidy)
- *The Social Housing Reform Act (SHRA)* By-law No. 9

## 2. Occupancy Agreement

### 2.1 Occupancy Agreement

- (a) The Occupancy By-law is amended by deleting Appendices A, B and C of the Occupancy By-law and replacing them with Appendices A, B, C and E to this By-law.

The Occupancy By-law is amended by attaching Appendices A, B, C and E of this By-law. They will form part of the Co-op's Occupancy Agreement.

- (b) The attached Appendices A and B will be used for all members. The attached Appendix C, Terms of the Member's Housing Charge Subsidy, will be used only for members who pay a geared-to-income housing charge. The attached Appendix E, Terms of the Member's Special Needs Housing, will be used only for members who live in a special needs unit.
- (c) The Co-op and the members must obey this By-law and the Occupancy Agreement and the Appendices to the Occupancy Agreement that apply to them, even if a particular member has not signed an Occupancy Agreement or the Appendices.

### 2.2 Signing Occupancy Agreement

- (a) New members must sign Appendices A and B when their membership in the Co-op begins and they sign an Occupancy Agreement. If they pay a geared-to-income housing charge, they must also sign Appendix C. If they occupy a special needs unit, they must also sign Appendix E.

Existing members who pay a market housing charge must sign Appendices A and B Within 12 months of this by-law passing.

- (b) Existing members who pay a geared-to-income housing charge must sign Appendices A, B and C within 12 months of this By-law passing. The Service Manager may require new Appendices to be signed sooner.
- (c) Existing members who occupy a special needs unit must sign Appendices A, B and E within 12 months of this By-law passing. The Service Manager may require new Appendices to be signed sooner.

- (d) Existing members who pay a market housing charge and start to receive geared-to-income assistance must sign Appendices A, B and C when they start to receive geared-to-income assistance.
- (e) Existing members must sign Appendices A and B, and Appendix C if applicable, when there is a change in their household size.
- (f) Members who pay a geared-to-income housing charge must make sure that non-member occupants in their household sign the Appendices as stated in the signature section.

## **3. Required internal transfers**

### **3.1 Purpose of Article 3**

The *Housing Services Act* requires the Service Manager to set up a waiting list system. This includes rules about internal transfers. The Co-op's policies and procedures must comply with Government Requirements. They are different from the Co-op's earlier policies as stated in its by-laws.

### **3.2 Relation to Other By-laws**

The policies and procedures set out in this Article are intended to work with the Co-op's existing by-laws. If there is a conflict, this By-law governs. This By-law covers only required moves for:

- households paying a geared-to-income housing charge who have requested an internal move and been given special priority status under Government Requirements and
- special needs households who have requested an internal move and been given special priority status under Government Requirements and
- households who pay a geared-to-income housing charge and are overhoused under applicable occupancy standards (see section 3.6) and
- households who live in a special needs unit and are no longer eligible for special needs housing.

### **3.3 Internal Waiting List**

The Co-op will have a waiting list for internal transfers. The Internal Waiting List will include transfers required under this By-law and all other transfers.

### **3.4 Existing Waiting List**

The Co-op's internal waiting list at the time this By-law is confirmed will be continued as the Internal Waiting List referred to in this By-law. It will be adjusted as necessary to fit the categories and rules stated in this By-law.

### **3.5 Priority**

- (a) This section states the order of priority for allocating a unit when it becomes vacant. It is subject to all Government Requirements and the specific provisions set out in this By-law.
- (b) The board of directors will offer the unit in the following order:
- first, to geared-to-income or special needs members who have requested an internal transfer and been given special priority status under Government Requirements
  - second, to members who have to make a required transfer under this By-law. They will be ranked in the following order:
    - section 3.9 (Overhoused Geared-to-Income)
    - section 3.10 (Special Needs – Modified Units)
    - section 3.11 (Special Needs – Support Services)
  - third, to members on the Internal Waiting List who are required to transfer under the Co-op's by-laws
  - fourth, to members who have requested an internal transfer
  - fifth, to external applicants.

### **3.6 Applicable Occupancy Standards**

In this By-law “applicable occupancy standards” means the occupancy standards, if any, set out in the Co-op’s Occupancy By-law and the occupancy standards set by the service manager and the City of Guelph for geared-to-income households.

### **3.7 Special Priority Status for Members Requesting an Internal Transfer**

- (a) This category is made up of geared-to-income or special needs households who have been given special priority status on the Internal Waiting List due to abuse by another member of the household or immigration sponsor. Geared-to-income households are included if the Co-op has at least one unit where the

household would not be overhoused. Special Priority status in subsidized units must be processed and approved by the County of Wellington

- (b) Households paying a geared-to-income housing charge who have been given special priority status under Government Requirements and have requested an internal transfer will be offered units of a size and type for which they are eligible under applicable occupancy standards.
- (c) Within this category, priority will be as stated in Government Requirements.
- (d) If the household is removed from the special priority category under Government Requirements, the household will be removed from the Internal Waiting List.

### **3.8 Required Transfers**

Sections 3.8 to 3.15 state rules for priority in offering units to households that must move to another unit according to Government Requirements. In this By-law these moves are called required transfers.

### **3.9 Overhoused – Geared-to-Income Households**

This category is made up of households paying a geared-to-income housing charge who have received a notice that they are overhoused from the Service Manager (or the Co-op on behalf of the Service Manager). The Co-op must notify the household of being overhoused as per the County of Wellington Directives and include the County's Review of Decisions process and form.

- (b) Within this category, priority will be as stated in Government Requirements .

### **3.10 Special Needs – Modified Units**

- (a) This category is made up of households who occupy modified units and who are no longer eligible for this type of special needs housing. The board can give them a Notice to Transfer.

These households are no longer considered special needs households so applicable occupancy standards apply to them.

*Notice must be given as per the County of Wellingtons rules and regulations.*

- (a) Within this category, priority will be based on the date of delivery of the Notice to Transfer.

### **3.11 Procedure for Required Transfer**

This section applies to Notices to Transfer under sections 3.9 to 3.11. It replaces any notice requirements or other procedures relating to these notices in the Co-op's other by-laws, and the procedures as required by the County of Wellington local rules and directives. . The Co-op will not be financially responsible for any costs of a member having to move.

### **3.12 Effect of Refusals**

All refusals for subsidized units must be followed as per the County of Wellington's local rules and directives.

- Overhoused Geared to Income Households
- Special Priority Households
- Special Needs Households

### **3.13 Role of Staff in Making Offers**

- (a) Co-op staff are authorized to make offers to households that are required to transfer under this By-law without referring them to the board.
- (b) Co-op staff and directors will keep the board up to date on information they may have regarding potential move-outs and internal transfers. This is to permit offers to be made quickly.

### **3.14 Making and Accepting Offers** *(use this if the Co-op has a Membership Approval and Unit Allocation By-law and omit 3.18 and 3.19)*

The rules about offering units and how members accept the offer are in the Member Selection By-law No. 10

### **3.15 Serious Damage to Unit**

Despite anything in the Co-op's by-laws, if the board determines that a household is required to move because of fire or other serious damage to their unit or contamination of their unit or any other reason that requires the unit to be vacant, the board can offer any vacant unit to that household. When the household's original unit is repaired, they will move back. The board can decide to give them the option of staying in the new unit. The Co-op will not be financially responsible for any costs of a member having to move.

### **3.16 Priority if Member Unavailable**

If the Co-op is unable to contact the member with priority on the Internal Waiting List within 48 hours the unit will be offered to the next eligible member. The original household will retain its priority on the Internal Waiting List. The Co-op will maintain written records of the attempts to contact or the actual contacts made with each household including date and time of contact.

### **3.17 Notification of Acceptance**

- (a) Members must notify the Co-op office within 48 hours of being offered a unit whether they wish to accept the unit. If they fail to do so, they will be considered to have refused the unit.
- (b) Once a member on the Internal Waiting List has accepted a unit, the member must vacate his or her existing unit and move into the new unit on the date specified when the unit was offered. Acceptance of the unit may not be withdrawn without the consent of the board. Members of the household cannot appeal the board's decision.
- (c) When a member accepts a unit, they must come into the office and sign a form provided by the Co-op accepting the unit and agreeing to move and/or a new Occupancy Agreement. This should be done within the 48 hours, but can be postponed by Co-op staff if it is a weekend or is inconvenient for other legitimate reasons.

### **3.18 No Liability**

Anything in the Co-op's by-laws, or any commitment made by anyone that is not authorized by the board, will not create liability for the Co-op. The Co-op will not be liable to anyone for:

- any error, omission, or mistake concerning the Internal Waiting List
- the allocation of units or geared-to-income assistance
- the failure to allocate units or geared-to-income assistance to persons on the Internal Waiting List.

### **3.19 Things Not Stated in By-laws**

The board will decide anything relating to the Internal Waiting List not stated in this By-law or in the Co-op's other by-laws or in Government Requirements.

## 4. Guest rules

### 4.1 Purpose of Article 4

The Regulations require the Co-op to set rules for the temporary accommodation of guests in geared-to-income units. This Article only applies to households who pay a geared-to-income housing charge.

### 4.2 Relation to Other By-laws

The policies and procedures stated in this Article are intended to work with the Co-op's existing by-laws. If there is a conflict, this By-law governs.

### 4.3 Casual Guest Rules

Members can have only a reasonable number of casual guests.

A casual guest may not stay at the co-op for more than three months in any year. Persons will be considered as staying at the co-op even if they are away from the

co-op for short periods. If members wish someone to stay longer, they must ask the board of directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).

The board normally allows a single visit to last for three (3) months. When the board gives permission for any visit it:

- Sets the time limit for the visit
- Can decide to include the income of the casual guest when calculating household income for a housing charge subsidy, and
- Can set reasonable conditions that must be met by the member or by the guest.

The Co-op's guest rules for members who pay a geared-to-income housing charge will be as stated in Article 8 of the Occupancy By-law, especially sections 8.4 (Casual Guests) and 8.5 (Long-Term Guests), except as changed by this By-law.

#### **4.4 Income of Long Term Guests**

Despite anything in the Occupancy By-law or the Co-op's other by-laws, if anyone is accommodated in a unit for more than **[three]**\* months for any number of visits during any twelve-month period, the income of that person must be included when calculating a geared-to-income housing charge.

The Board normally allows a single visit to last for three months. When the Board gives permission for any visit it:

- can decide to include the income of a guest
- can set the time limit for the visit.
- can set reasonable conditions that must be met by the member or by the guest

All applications for subsidy must be sent to the County of Wellington to determine eligibility. If the guest does not qualify for subsidy, and still remains in the unit, then the unit loses all rights to subsidy. The Co-op must follow all County of Wellington procedures, rules and directives with respect to subsidy eligibility.

If Government Requirements are changed to establish a time limit for including income of guests, or a maximum time limit for co-ops to use, that time limit or maximum time limit will apply instead of what is stated in this By-law.

#### **4.5 Signing Appendices**

If a guest's income is included under section 4.4, the household must submit new Appendices A, B and C to the Occupancy Agreement including the guest's signature.

## **5. Special needs eligibility and waiting list**

### **5.1 Purpose of Article 5**

The County of Wellington is responsible for the eligibility of special needs units and the waiting list for special needs units for rent subsidy purposes.

### **5.2 Relation to Other By-laws**

The policies and procedures stated in this bylaw are intended to work with the Co-op's existing by-laws and the rules and regulations of the Housing Services Act, and the County of Wellington. If there is a conflict, this By-law governs.

### **5.3 Signing Agreement**

Members living in special needs units, must sign Appendix D.

## **6. Procedures for decisions, reviews and notices**

### **6.1 County of Wellington Directive**

The County of Wellington's Review of Decisions system centralizes the decision review process for all decisions (as prescribed under section 156 of the HSA) made by the County of Wellington, Housing Services and its housing providers with respect to applicants, clients, members and tenants. This policy will replace all current Internal Review policies and/or bylaws in use by the CMSM and its housing providers. Refer to County of Wellington's Directives for the full version.

Section 156 of the HSA prescribes the following decisions as reviewable:

- The household is not eligible for rent-geared-to-income assistance;
- The size and type of unit that would be permissible if the household received rent-geared-to-income assistance;
- The household is not included in a category given priority over other categories;
- The amount of rent payable by the household;
- The household is no longer eligible for rent-geared-to-income assistance;
- The household is not eligible for special needs housing;
- The special needs household is not included in a category given priority over other categories;
- The household that occupies a special needs housing unit no longer continues to be eligible for special needs housing.

### **Housing Providers and committee involvement**

Effective April 1, 2014, housing providers are directed to:

1. Ensure that any committee members supplied by a housing provider are made available for review committee meetings as they occur.
2. Ensure that any committee members supplied by the housing provider are made available for review committee training as arranged by the CMSM.
3. Ensure that any committee member supplied by the housing provider is aware of how to avoid and declare a conflict of interest or an impartiality concern.

### **Housing Providers and facilitating the review system process**

Effective April 1, 2014, housing providers are directed to:

1. Ensure that all staff/individuals involved in making the decisions prescribed in section 156 of the HSA, are familiar with and able to access a copy of the attached Review of Decisions policy HS2013-PA14.0 (available in the office)
2. Provide written notices to applicants, clients, members or tenants regarding all decisions made by the housing provider which fall under section 156 of the HSA. All written notice of decision letters must include the following paragraph:

“As prescribed in the Housing Services Act, 2011 you have the right to request a review of this decision. This review falls under the County of Wellington’s Review of Decision policy and would be completed by an unbiased review committee consisting of individual members who were not involved in the original decision. To request a review of this decision, please complete the attached “Review of Decision Request Form” by **DATE** and submit it to the County of Wellington, Review Coordinator at the address supplied on the form. You may also contact the County of Wellington, Review Coordinator directly at 519.837.5492 extension 4361.”

The review request deadline date used in the above paragraph must be set as 15 business days from the date of the original decision. (five (5) business days for mailing time (if it is mailed via Canada Post), and ten (10) business days for applicant, client, member or tenant consideration.)

3. Attach the Review of Decisions Request Form (Appendix E) to all notice of decision letters supplied to all applicants, clients, members or tenants in the situations prescribed

in section 156 of the HSA.

4. Provide applicants, clients, members or tenants with the following contact information when they receive questions pertaining to a review request or the County of Wellington's Review of Decisions system:

Review Coordinator  
County of Wellington, Housing Services  
138 Wyndham Street North  
Guelph, Ontario N1H 4E8  
T – 519.837.5492 ext. 4361  
E – [reviewcoord@wellington.ca](mailto:reviewcoord@wellington.ca)

5. Provide basic statistics upon request, pertaining to past review of decision (formally referred to as “internal review”) meetings conducted.

## **6.2 No Appeal to Members**

Decisions under this By-law cannot be appealed to the members.

## **6.3 Confidentiality Agreement**

When the board decides to ask someone to sign a confidentiality agreement under this By-law, it can use the attached Form F, Confidentiality Agreement.

## **7. Selection of geared-to-income and special needs members**

### **7.1 Purpose of Article**

Government Requirements contain rules and procedures about rejecting applications for membership from applicants who will pay a geared-to-income housing charge or occupy special needs units. This Article applies to them. It does not apply to applications for market units that are not special needs units.

### **7.2 Relation to Other By-laws**

The policies and procedures stated in this Article are intended to work with the Co-op's existing by-laws, but some of them may be different from existing by-laws. If there is a conflict, this By-law governs. Rights to information, review and other things dealt with in this Article will replace information, appeal and similar rights in the Co-op's other by-laws for applicants who will pay a geared-to-income housing charge or occupy special needs units.

### **7.3 Making Decisions**

- (a) The board will pass a motion to create a membership committee. The Organizational By-law sections will apply to it.
- (b) The board will decide how many members are on the committee. The committee could be a committee with only one member.
- (c) The board will decide who makes up the committee. The board can decide to include directors, non-directors, staff or any combination. Any volunteers must be approved by board motion.
- (d) The board will decide the duties of the committee.

- (e) The committee will report to the board on each application and will normally include a recommendation to accept or refuse the application.
- (f) The board can decide to accept or refuse the application.

If a review is requested, it will be conducted by the board.

Directors who were on the Membership Committee that made the original report to the board cannot participate in the review as directors.

#### **7.4 Refusal of Geared-to-Income and Special Needs Applicants**

The Co-op may refuse to offer a unit to a household applying for special needs housing or geared-to-income assistance only for the following reasons (or any other reasons that may be stated in Government Requirements in the future):

- (a) selection of the household would be contrary to the Co-op's mandate
- (b) the Co-op has reasonable grounds to believe, based on the household's rental history, that the household may fail to fulfill the obligation to pay housing charges for the unit in the amount and at the times they are due
- (c) members of the household do not agree to accept their responsibilities as members of the Co-op, or the Co-op has reasonable grounds to believe that members of the household will not accept or will be unable to accept those responsibilities
- (d) the unit is one in which individuals will reside in a shared living situation and the Co-op has reasonable grounds to believe that it is unreasonable for the household to reside in the shared accommodation
- (e) the unit is special needs housing and the level of service required by the household is significantly greater or significantly less than the level of service provided in the unit
- (f) the unit is special needs housing and the household is not eligible for special needs housing.

#### **7.5 Notice of Refusal**

The first time an application from a household is refused, the Co-op will give notice of the refusal by following the procedures as per section 6.

## **7.6 Request for Review**

If any member of a household disagrees with the refusal of their membership application, they have the right to a review of the decision. .

Applicants must follow the procedure in Government Requirements for requesting a review of this decision as per section 6.

## **7.7 Procedure for Review**

Co-ops must follow the Government Requirements for procedures for a review. These requirements are set out in section 6.

## **7.8 No Liability**

Anything in the Co-op's by-laws, or any commitment made by anyone that is not authorized by the board, will not create liability for the Co-op. The Co-op will not be liable to anyone for:

- any error, omission, or mistake concerning an application for membership or occupancy or external waiting lists
- the allocation of units or geared-to-income assistance
- the failure to allocate units or geared-to-income assistance.

## **7.9 Things Not Stated in By-laws**

The board will decide anything relating to selection of geared-to-income and special needs members that are not stated in this By-law or in the Co-op's other by-laws or in Government Requirements.

## 8. Absence from unit

### 8.1. Permitted Absences

All members of a household in receipt of RGI assistance are allowed to be absent from the unit for a maximum of sixty (60) consecutive days.

All members of a household in receipt of RGI assistance are allowed to be absent from the unit for a maximum of ninety (90) days over a twelve (12) month period.

### 8.2. Exception

A household in receipt of RGI assistance shall be deemed to be not absent from the unit for the purposes of these local rules if such a person is absent from the unit for medical reasons.

### 8.3. Extenuating Circumstances

Any request for a waiver of this policy based on extenuating circumstances will be considered by the housing provider. All extenuating circumstance requests must be submitted to the housing provider in writing prior to or as soon as the circumstances are known to the household. All decisions with regards to extenuating circumstances are at the discretion of the housing provider.

#### Definition

“Extenuating Circumstances” means a situation which hinders a household’s ability to follow the local rule.

“Medical Reasons” may include but are not limited to the following medical situations:

-A patient in hospital;

- A person in a residential treatment centre or substance abuse recovery programme;
- A person in a care facility; or
- A person recuperating from a serious medical intervention at the home of family or friends

**CERTIFIED to be a true copy of By-law No. [ 18 ] of Wyndham Hill Co-operative Homes Inc. , passed by the Board of Directors at a meeting held on January 11, 2017 and confirmed by 15% vote of the total membership at a meeting of members held on January 18, 2017.**

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**Secretary**

# APPENDIX A

## Charges to the Member

### Wyndham Hill Co-operative Homes Inc.

Unit: \_\_\_\_\_ Monthly charges  
as of: \_\_\_\_\_

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Market housing charge	\$0.00
Less Geared-to-income assistance	<u>- 0.00</u>
Your housing charge*	\$0.00
Parking charge	0.00
Cable TV charge	0.00
Sector support charge	0.00

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<b>Your total housing charge is:</b>	<b><u>\$0.00</u></b>
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**Member deposit: \$** \_\_\_\_\_

*Note: The figures stated may change from time to time as stated in the Co-op by-laws or the other rules about geared-to-income assistance, if applicable. There may be other charges as permitted under the Co-op by-laws and Government Requirements.*

Signatures of Members:

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

3. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

4. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

**Signatures of Non-member Occupants if household pays a geared-to-income housing charge:**

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

2. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

3. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

4.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: This form must be signed by all members. If the household pays a geared-to-income housing charge, this form must also be signed by all non-member occupants, including:*

- *anyone who is required to sign by the Service Manager*
- *anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests.*

# APPENDIX B

## Member's Household

### Wyndham Hill Co-operative Homes Inc.

Unit: \_\_\_\_\_

List each Member in the Member Unit:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

List each non-member in the Member Unit (including children):

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

If I receive geared-to-income assistance, this includes anyone whose income should be considered in setting the amount of a geared-to-income housing charge.

I understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with Article 8 (Occupancy by Members) of the Occupancy By-law and Article 4 (Guest Rules) of the HSA By-law.

**Signatures of Members:**

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Signatures of Non-member Occupants if household pays a geared-to-income housing charge:**

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: This form must be signed by all members. If the household pays a geared-to-income housing charge, this form must also be signed by all non-member occupants, including:*

- anyone who is required to sign by the Service Manager
- anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests.

# APPENDIX C

## Terms of the Member's Housing Charge Subsidy

### Wyndham Hill Co-operative Homes Inc.

Unit: \_\_\_\_\_

#### Rules for geared-to-income assistance:

1. This document states rules for households paying a geared-to-income housing charge.
2. These rules are required by the *Housing Services Act* and Regulations passed by the Ontario Government, and Local Rules set by the municipal Service Manager. These are called Government Requirements.
3. This document does not state all the rules that apply. Government Requirements and the Co-op by-laws have many other rules for households who receive geared-to-income assistance.
4. Households receiving geared-to-income assistance are responsible for finding out about all the rules that apply to them. This includes any changes in the rules.
5. The Co-op or the Service Manager can give people an information package that may answer any questions about the rules. Members should ask the Co-op or Service Manager if they have any other questions.

6. The rules in this document could be changed if Government Requirements or the Co-op's by-laws are changed. The new rules will govern even if there is no change in this document.
7. In case of conflict, Government Requirements will take priority over this document.

#### Basic agreement

8. The household and the Co-op agree to comply with the rules in Government Requirements and the Co-op by-laws. The household and the Co-op agree to comply with all decisions duly made under Government Requirements and the Co-op by-laws.
9. "Household" in this document means all members and all non-member occupants of the unit. This includes:
  - anyone who is required to sign the Occupancy Agreement by the Service Manager, and
  - anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests.

This may include people who are not considered part of a household under other parts of the Co-op's by-laws.

10. Each person who is part of the household will be fully responsible for all obligations of the household under this document and the Co-op's Occupancy Agreement and by-laws. By signing this document each person agrees to perform those obligations.
11. This document forms an agreement between the Co-op and each member and non-member occupant. Each non-member occupant who signs this document agrees to comply with the applicable parts of the Co-op's Occupancy Agreement and by-laws and the Co-op's standard Long-term Guest Agreement.

### Amount of geared-to-income assistance

12. The housing charges payable by the household are stated in Appendix A to the Occupancy Agreement. These charges apply at the time it was issued.
13. A change in the household's financial circumstances could affect their geared-to-income housing charge in the following ways:
  - The amount of a geared-to-income housing charge may go up or down.
  - The household may receive no geared-to-income assistance and pay equivalent to market housing charge for 12 consecutive months, but remain but still remain eligible for for rent subsidy. This could happen if the household's income increases so that no assistance is payable under the geared-to-income formula. Once they have paid the equivalent of market housing charge for 12 consecutive months, they will have to reapply for rent subsidy.

Decisions about these things will be made by the Service Manager, or by the Co-op if responsibility has been delegated to it.

14. Overpayments of assistance may have to be repaid to the Co-op. The geared-to-income housing charge can be increased or the household can be required to repay the entire amount. These decisions will be made by the Service Manager, or by the Co-op if responsibility has been delegated to it.
15. At the discretion of the co-op, if it is determined that the household did not receive all the assistance it was entitled to, the household may be credited with the underpayment of assistance to a maximum retroactive credit of 30 days. The credit will be applied to later housing charge payments as they fall due.
16. Under Government Requirements households may get a notice telling them to obtain certain types of income. The household has to apply for and use reasonable efforts to get the income. If the household does not comply with the notice, it is no longer eligible for assistance. The types of income include:
  - Ontario Works assistance
  - child or spousal support under applicable laws
  - employment insurance
  - government pension benefits for persons 65 or older

- support or maintenance under an immigration undertaking.

The exact types of income are stated in the Regulations, and the County of Wellingtons local rules and directives

Occupancy of unit:

17. No one may occupy the unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the Co-op, as stated in Article 7 (Occupancy by Members) of the Occupancy By-law and Article 4 (Guest Rules) of the *HSA* By-law.
18. The household must report to the Co-op in writing of any persons who cease to occupy the unit or start to occupy the unit after the Occupancy Agreement was signed. These reports must be made within the time set by Government Requirements. As per the County of Wellingtons rules and regulations, changes in household members must be notified to the Co-op within 30 days of the change.. This does not include casual guests, if the guest's income does not have to be included in calculating geared-to-income assistance.
19.
  1. Permitted Absences  
All members of a household in receipt of RGI assistance are allowed to be absent from the unit for a maximum of sixty (60) consecutive days.  
  
All members of a household in receipt of RGI assistance are allowed to be absent from the unit for a maximum of ninety (90) days over a twelve (12) month period.
  2. Exception  
A household in receipt of RGI assistance shall be deemed to be not absent from the unit for the purposes of these local rules if such a person is absent from the unit for medical reasons.
  3. Extenuating Circumstances  
Any request for a waiver of this policy based on extenuating circumstances will be considered by the housing provider. All extenuating circumstance requests must be submitted to the housing provider in writing prior to or as soon as the circumstances are known to the household. All decisions with regards to extenuating circumstances are at the discretion of the housing provider.

Definition

“Extenuating Circumstances” means a situation which hinders a household’s ability to follow the local rule.

“Medical Reasons” may include but are not limited to the following medical situations:

- A patient in hospital;
- A person in a residential treatment centre or substance abuse recovery programme;
- A person in a care facility; or
- A person recuperating from a serious medical intervention at the home of family or friends.

20. Households that are overhoused must follow the applicable rules. Rules relating to overhoused households are in Government Requirements and the Co-op’s by-laws. Overhousing will be determined according to occupancy standards under Government Requirements. special needs households will follow all rules and regulations regarding Special Needs Housing.

Giving information:

21. Government Requirements require periodic reviews by the Service Manager for each household receiving geared-to-income assistance. These items have to be reviewed:
- continuing eligibility for geared-to-income assistance
  - amount of geared-to-income assistance for which the household is eligible
  - size of unit for which the household is eligible.

22. The household must:
  - co-operate in the review
  - provide all required information both with respect to members and non-member occupants
  - do this within the time limits required.
  
23. The Co-op may be doing some or all of these reviews on behalf of the Service Manager.
  
24. Government Requirements require prompt updating of information. Between reviews, it is the household's responsibility to report in writing to the Service Manager, or to the Co-op if responsibility has been delegated to it, within 30 days of the change:
  - any change in income
  - any change in assets
  - any change in household composition
  - any change in immigration status.
  
25. These changes must be reported no matter how small the change is unless the Service Manager has made a different Local Rule.
  
26. These reports must be made within the time set by Government Requirements. The household must make these reports even if the paperwork relating to the change has not been received. The household must use any forms that are set by the Service Manager or Co-op.
  
27. The household agrees that the Co-op can receive, through its employees or agents, credit information and income information from any credit agency or other source, including but not limited to Ontario Works, ODSP, any other social agency providing income. . The member must have all persons in the member's household sign an authorization for a credit check, if requested by the Co-op.
  
28. Personal information about the household may be shared with the Service Manager, Ontario Works, ODSP and other bodies as stated in Government Requirements and the Co-op's by-laws or as stated in other laws. Except for this, the Co-op must keep all personal information confidential.

### Losing assistance:

29. Households can lose their geared-to-income assistance if they break any of the rules that apply – whether or not the rules are stated in this document. In addition:
- They may have to repay amounts that should have been paid by them, either immediately or over time.
  - They will have to meet special requirements to get geared-to-income assistance again. These can include things like:
    - they will have to go on the Service Managers' centralized waiting list
    - they will have to pay any arrears, as required by the County of Wellington's local rules.
    - they may have to wait up to two years after any crime, offence or misrepresentation relating to geared-to-income assistance
30. Households can also lose their geared-to-income assistance without breaking any rules. This can happen for the following reasons:
- (a) The household's income increases so that no assistance is payable under the geared-to-income formula. The household will remain eligible for 12 months in case their circumstances change.
  - (b) The household's income or assets increase above a limit set by the Service Manager. The household will no longer be eligible.

### Review

31. If any member of a household disagrees with certain decisions, they are entitled to a review of the decision. See section 6 for the types of decisions. The household is entitled to receive notice of the decision.

Members' rights on decisions

32. The household can request a review of as per section 156 of the HSA:
- The household is not eligible for rent-geared-to-income assistance;
  - The size and type of unit that would be permissible if the household received rent-geared-to-income assistance;
  - The household is not included in a category given priority over other categories;
  - The amount of rent payable by the household;
  - The household is no longer eligible for rent-geared-to-income assistance;
  - The household is not eligible for special needs housing;
  - The special needs household is not included in a category given priority over other categories;
  - The household that occupies a special needs housing unit no longer continues to be eligible for special needs housing.
33. These decisions are made by the Service Manager, or by the Co-op if responsibility has been delegated to it. Even if responsibility for the decision has been delegated to the Co-op, the Service Manager may be responsible for the review.
34. Procedures, requirements and other rules about reviews are stated in Government Requirements and the Co-op by-laws. See Article 6 of the *Housing Services Act* By-law.
35. Members need to act within the required time limits or they lose the right to a review. Members should ask the Co-op or Service Manager if they do not know who performs the review or if they have any other questions.

By signing this document, the undersigned agrees to observe and comply with the *Housing Services Act*, the Regulations, Local Rules, the Co-op's by-laws, the Co-op's Occupancy Agreement and this document.

**Signatures of Members:**

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

3. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

4. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

**Signatures of Non-member Occupants if household pays a geared-to-income housing charge:**

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

2. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

3. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature Date

4. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: This form must be signed by all members. If the household pays a geared-to-income housing charge, this form must also be signed by all non-member occupants, including:*

- *anyone who is required to sign by the Service Manager*
- *anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests.*

# APPENDIX D

## Terms of the Member's Special Needs Housing

### Wyndham Hill Co-operative Homes Inc.

Unit: \_\_\_\_\_

#### Rules for special needs housing:

1. This document states some of the rules for special needs households. Rules can also be found in Article 5 of this By-law.
2. These rules are required by the *Housing Services Act* and Regulations passed by the Ontario Government, and Local Rules set by the municipal Service Manager. These are called Government Requirements.
3. This document does not state all the rules that apply. Government Requirements and the Co-op by-laws have many other rules for special needs housing.
4. Households living in a special needs unit are responsible for finding out about all the rules that apply to them. This includes any changes in the rules.
5. The Co-op or the Service Manager can give people an information package that may answer any questions about the rules. Members should ask the Co-op or Service Manager if they have any other questions.

6. The rules in this document could be changed if Government Requirements or the Co-op's by-laws are changed. The new rules will govern even if there is no change in this document.
7. In case of conflict, Government Requirements will take priority over this document.

#### Basic agreement

8. The household and the Co-op agree to comply with the rules in Government Requirements and the Co-op by-laws. The household and the Co-op agree to comply with all decisions duly made under Government Requirements and the Co-op by-laws.
9. "Household" in this document means all members and all non-member occupants of the unit. This includes:
  - anyone who is required to sign the Occupancy Agreement by the Service Manager, and
  - anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests.

This may include people who are not considered part of a household under other parts of the Co-op's by-laws.

10. Each person who is part of the household will be fully responsible for all obligations of the household under this document and the Co-op's Occupancy Agreement and by-laws. By signing this document each person agrees to perform those obligations.
11. This document forms an agreement between the Co-op and each member and non-member occupant. Each non-member occupant who signs this document agrees to comply with the applicable parts of the Co-op's Occupancy Agreement and by-laws and the Co-op's standard Long-term Guest Agreement.

Occupancy of unit:

12. No one may occupy the unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the Co-op, as stated in Article 7 (Occupancy by Members) of the Occupancy By-law and Article 4 (Guest Rules) of the HSA By-law.
13. The household must immediately inform the Co-op in writing of any persons who cease to occupy the unit or start to occupy the unit after the Occupancy Agreement was signed. This does not include casual guests.

Giving information:

14. Government Requirements require periodic reviews for each household living in a special needs household. The household's continuing eligibility for special needs housing has to be reviewed. If the Co-op has been designated a special needs housing administrator under the HSA or if responsibility has been delegated to the Co-op by the Service Manager, the Co-op will do the review.
15. The household must:
  - co-operate in the review
  - provide all required information both with respect to members and non-member occupants
  - do this within the time limits required.
16. The Co-op may be doing some or all of these reviews on behalf of the Service Manager.
17. Government Requirements require prompt updating of information. Between reviews, it is the household's responsibility to promptly report in writing to the Service Manager, or to the Co-op if responsibility has been delegated to it:
  - a change in any document provided to the Service Manager or Co-op
  - a change in any information provided to the Service Manager or Co-op
  - any change in household composition.

18. These reports must be made within the time set by Government Requirements. The household must make these reports even if the paperwork relating to the change has not been received. The household must use any forms that are set by the Service Manager or Co-op.
19. The household agrees that the Co-op can receive, through its employees or agents, credit information from any credit agency or other source. The member must have all persons in the member's household sign an authorization for a credit check, if requested by the Co-op.
20. Personal information about the household may be shared with the Service Manager and other bodies as stated in Government Requirements and the Co-op's by-laws or as stated in other laws. Except for this, the Co-op must keep all personal information confidential.

#### Losing eligibility

21. Households can lose their eligibility for special needs housing if they break any of the rules that apply – whether or not the rules are stated in this document.
22. Households can also lose their eligibility for special needs housing without breaking any rules. This can happen for the following reasons:
  - (a) The household lives in a special needs – modified unit and no longer has any members that require accessibility modifications.
  - (b) The household lives in a special needs – support services unit and no longer has any members who require provincially funded support services.

Review

23. If any member of a household disagrees with certain decisions, they are entitled to a review of the decision. See section 24 for the types of decision. The household is entitled to receive notice of the decision.

Members' rights on decisions

24. The household can request a review of:

- a decision that the household is not eligible for special needs housing
- a decision about the type and size of unit for which the household is eligible.

25. These decisions are made by the Service Manager, or by the Co-op. Even if the Co-op is responsible for the decision, the Service Manager is responsible for the review.

26. Procedures, requirements and other rules about reviews are stated in Government Requirements and the Co-op by-laws. See Article 6 of the *Housing Services Act* By-law.

27. Members need to act within the required time limits or they lose their right to a review. Members should ask the Co-op or Service Manager if they do not know who performs the review or if they have any other questions.

By signing this document, the undersigned agrees to observe and comply with the *Housing Services Act*, the Regulations, Local Rules, the Co-op's by-laws, the Co-op's Occupancy Agreement and this document.

**Signatures of Members:**

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Signatures of Non-member Occupants if household pays a geared-to-income housing charge:**

1.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3.

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*Note: This form must be signed by all members. If the household pays a geared-to-income housing charge, this form must also be signed by all non-member occupants, including:*

- *anyone who is required to sign by the Service Manager*
- *anyone whose income is considered in setting the amount of a geared-to-income housing charge, such as long-term guests.*

## APPENDIX E

# SCHEDULE A

## Long-term Guest Agreement

Wyndham Hill Co-operative Homes Inc.

Unit: \_\_\_\_\_

List each Member in the Member Unit:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

**Long-term Guest:** \_\_\_\_\_

1. The Co-op agrees that the long-term guest(s) can live in the member's unit as a part of the member's household.
2. The member(s) is still responsible to the Co-op for all housing charges and all the member's obligations to the Co-op.
3. The long-term guest(s) agrees not to break any of the terms of the member's Occupancy Agreement or any Co-op Bylaws.
4. The long-term guest(s) acknowledges that the Co-op only allows members and their households to occupy Co-op units. The long-term guest(s) agrees to leave

the member's unit if the member(s) or the Co-op requests it. The long-term guest(s) will be entitled to a written notice to leave the unit.

5. The long-term guest(s) must immediately leave the unit when the member's occupancy rights end.
6. The long-term guest(s) acknowledges that the unit is/are a member(s) of the Co-operative Corporations Act and only a portion of the Residential Tenancies Act applies.
7. The long-term guest(s) and the member(s) agree that all income and household information must be reported to the office as required under the Housing Services Act and the County of Wellington Local Rules, including but not limited to the Annual Review as required, and any changes to income or household that may happen at any time. The member(s) and long term guest(s) agree to pursue all sources of income as required under the Housing Services Act.
8. The member(s) and long-term guest(s) agrees to follow all City of Guelph bylaws, County of Wellington rules and regulations surrounding rent subsidy, and all appropriate legislation, including but not limited to: Violence and Harassment legislation.
9. The Long Term Guest agrees that he/she has no right to discuss co-op business with any Board Member or staff member, including but not limited to: operations, contracts, contractors, daily business, finances etc.
10. The member(s) and long-term guest(s) understand that the long-term guest(s) does not have any rights concerning Co-op issues including but not limited to: Member(s)s requests and or Maintenance requests. Any issues the household brings to the office or The Board Of Directors must be brought forth by the member(s).
11. The member(s) and long-term guest(s) agree to treat staff, Board members, neighbours, and all property belonging to the co-op with respect at all times.
12. The long-term guest(s) agrees that the Co-op, through its employees or agents, can receive credit and reference information from any credit agency, prior landlord, or other sources.

**Signatures of Members:**

1. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

2. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

3. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

4. \_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Signature of the long-term guest:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Signature for the Co-op:**

\_\_\_\_\_  
Write and sign name of signing authority for co-op  
Wyndham Hill Co-operatives Homes Inc.

\_\_\_\_\_  
Date

# FORM A

## Confidentiality Agreement

### Wyndham Hill Co-operative Homes Inc.

I have agreed to assist the Co-op in performing a review of one or more decisions under the Co-op's *Housing Services Act* By-law.

Confidential information is any personal, financial, medical or other information about any individuals.

I agree that I will keep secret any confidential information that I learn in connection with a review unless required by law to reveal it or unless it is revealed to the Co-op board or staff in relation to the review process.

---

Write and sign name.

---

Date

# FORM B

## Notice of Refusal of Membership Application

Wyndham Hill Co-operative Homes Inc.

**To:** Include names of all persons who are part of the household.

**Address:** \_\_\_\_\_

This is your notice that the Co-op refuses to offer you membership and a unit of housing in the Co-op.

You are entitled to a review of this refusal. To receive a review you must follow the rules in Attachment 4 - Request for Review of Refusal of Membership Application. A copy of Attachment 4 is attached to this notice.

This request must be received by the Co-op on or before (see note at end about what date to insert) \_\_\_\_\_.

The procedures for the review are stated in Attachment 5 - Procedure for Review of Refusal of Membership Application. A copy of Attachment 5 is attached to this notice.

### Reasons

The reasons for the Co-op's refusal to offer the unit to you are:

*Check one or more and fill in details below.*

selection of your household would be contrary to the Co-op's mandate

- the Co-op has reasonable grounds to believe, based on your household's rental history, that your household may fail to fulfill the obligation to pay housing charges for the unit in the amount and at the times they are due
- members of your household did not agree to accept their responsibilities as members of the Co-op, or the Co-op has reasonable grounds to believe that members of your household will not accept or will be unable to accept those responsibilities
- the unit is one in which individuals will reside in a shared living situation and the Co-op has reasonable grounds to believe that it is unreasonable for your household to reside in the shared accommodation
- the unit is special needs housing and the level of service required by your household is significantly greater or significantly less than the level of service provided by the Co-op in the unit
- the unit is special needs housing and your household is not eligible for special needs housing.

Details

The facts on which the Co-op relied in making its decision not to offer the unit to you are:

**Signature for the Co-op:**

\_\_\_\_\_  
Write and sign name of signing authority for co-op  
Wyndham Hill Co-operative Homes Inc.

\_\_\_\_\_  
Date

# FORM C

## Notice of Board Meeting to Conduct Review of Refusal of Membership Application

**Wyndham Hill Co-operative Homes Inc.**

**To:** Include names of all persons who are part of the household.

**Address:** \_\_\_\_\_

The Co-op refused to offer you a unit of housing in the Co-op. You requested a review of this refusal.

### Meeting to Conduct the Review

The board of directors is going to conduct the review at a board meeting. This meeting will be on \_\_\_\_\_, in the community centre at the Co-op, 467 Auden Road, Guelph, Ontario. The board meeting will start at \_\_\_\_\_, but you do not have to arrive before \_\_\_\_\_. Because of the time frames set by Government Requirements, the board cannot alter this time.

*Fill in the date of the meeting, the room or location, the street address and the municipality, the start time and the time that the member must arrive.*

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 withdraw your request for review by giving written notice to the Co-op.

Information

The information used to make the decision is [fill in details and/or attach copies of information].

**Signature for the Co-op:**

\_\_\_\_\_  
Write and sign name of signing authority for co-op  
Wyndham Hill Co-operative Homes Inc.

\_\_\_\_\_  
Date

# FORM D

## Notice of Result of Review of Refusal of Membership Application

**Wyndham Hill Co-operative Homes Inc.**

**To:** \_\_\_\_\_ Include names of all persons who are part of the household.

**Address:** \_\_\_\_\_

The Co-op refused to offer you a unit of housing in the Co-op. You requested a review of this refusal.

This is your notice that the Co-op has conducted a review of the refusal.

*Check one or more*

- The original refusal has been confirmed. The Co-op still refuses to offer you membership and a unit of housing in the Co-op.
- The original refusal has been reversed. The Co-op has accepted your household for membership. You will become a member when a unit is allocated to you and you sign all necessary papers. You will be contacted when a unit is available.
- The original decision has been changed. The Co-op is prepared to accept your household for membership, if the conditions stated below are fulfilled. You will become a member when the conditions are fulfilled, a unit is allocated to you and you sign all necessary papers. You will be contacted when a unit is available. If the conditions are not fulfilled, your application is refused.

*Note: Insert any conditions such as having a specific person sign a guarantee document satisfactory to the Co-op. Conditions should state when they must be fulfilled. You should be careful about timing.*

*For instance, if a guarantor is suggested you would ordinarily not be able to complete a credit check on them within 48 hours of when a unit is available.*

The decision stated above is final.

**Signature for the Co-op:**

\_\_\_\_\_  
Write and sign name of signing authority for co-op  
Wyndham Hill Co-operative Homes Inc.

\_\_\_\_\_  
Date