

9. THE CO-OP EVICTS A MEMBER .....

**Article 9: The Co-op Evicts a Member**

**9.1**

**Terms Used  
in This By-law**

The *Act* uses the terms "terminating membership and occupancy rights" when referring to members, and "terminating occupancy rights" when referring to non-members. In this By-law these acts of the co-op are referred to as "evict the member" or "eviction". A copy of the rules in the *Act* that apply to ending the membership and occupancy rights of a member are contained in Schedule I.

**9.2**

**When the Co-op  
Can Evict a Member**

- (a) The board can evict a member if the member:
- i. owes housing charges to the co-op at the time of the board meeting
  - ii. has been repeatedly late in paying housing charges
  - iii. has broken the by-laws in a way the board considers serious, or
  - iv. has repeatedly broken the by-laws in a way the board considers serious, even if the member has corrected the situation when given notice.

The board can also evict a member if someone the member is responsible for, under the by-laws, has done any of the above.

- (b) The board can evict a member under 6.2, 6.3, a resolution referred to in 6.4 and a decision on membership referred to in 6.6 of this By-law.



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9.3  
How the Co-op  
Can Evict a Member

- (a) The board must pass a resolution by majority vote to evict a member. ✓

The board can base its resolution on the model in Schedule E of this By-law.

- (b) Before passing a resolution to end membership and occupancy rights, the board must give written notice to the member of a meeting held to consider the eviction of the member. This notice must be given to the member at least ten days before the meeting. ✓

The Co-operative Secretary or the President must sign the notice.

- (c) The notice must state:
  - i. the time and place of the board meeting. It may also state a time when the board will discuss the member's membership and occupancy rights during that meeting.
  - ii. the reasons for the proposed eviction
  - iii. the member's unit
  - iv. the proposed eviction date, and
  - v. 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 member's membership and occupancy rights.

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- (d) The board can choose a later date to continue the discussion about eviction. If the meeting is continued at another time, the board does not have to give notice of the continued meeting as long as the time and place is announced at the original meeting.
- (e) The notice must state the proposed eviction date. The figure to be inserted in the notice will be the following number of days after the board meeting:
  - i. **ten** days if the member owes charges to the co-op
  - ii. **one** day in the case of domestic violence
  - iii. **sixty** days if the member is unable to live independently, as in 6.3 of this By-law
  - iv. **sixty** days if the member's household size breaks the co-op's occupancy standards
  - v. **thirty** days for all other reasons.

The board can decide that the eviction will be later than the date given in the notice. *Bob Decided*

- (f) The notice must state that the member has the right to attend and speak or present written material at the meeting, or have a representative speak. The representative can be a lawyer or any other person. It must also state that the member has the right to appeal the board's decision to the members.

The notice must contain the information in the model notice in Schedule D of this By-law.

- (g) If the board decides to evict a member, it must give the member a written eviction notice. **The notice must be**

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delivered within five days of the meeting. The notice must be signed by the co-operative secretary or any director or president.

The decision may be in the form attached as Schedule E of this By-law.

The eviction notice may be in the form attached as Schedule F of this By-law.

9.4  
Right of Appeal

- (a) A member can appeal the board's decision. The decision is not effective until the appeal is decided or dropped.
- (b) A member who wants to appeal must give a notice of appeal to the co-op office within seven days of the date on which the eviction notice was given.
- (c) When the co-op receives a member's notice of appeal the co-op must:
  - i. call a meeting of the members, giving proper notice, or
  - ii. put the matter on the agenda for another members' meeting.

However, there must be at least fourteen days between the time the notice of appeal is received and the members' meeting to discuss the appeal.

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- (d) Everyone who receives notice of the members' meeting should also receive copies of any written statements that the member included with the notice of appeal. This right is limited by the *Act*.
- (e) The member appealing the decision has the right to attend and speak at the meeting, or have a representative speak. The representative can be a lawyer or any other person.
- (f) The meeting can confirm the board's decision, or replace it with any other decision, which the board could have made.
- (g) The board's decision is confirmed if:
  - i. the meeting does not pass a resolution to change the decision, or
  - ii. a quorum is not present at the meeting or at the time of the vote.
- (h) If the appeal is unsuccessful, the member will be evicted **two** days after the meeting, or on the date stated in the notice to vacate, whichever is later. However, the members' meeting can set a later date for eviction.

**9.5**

**Legal Action**

- (a) The board can decide to take legal action as a result of decisions under previous sections.

The board does not have to wait until the eviction date to start legal action.

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(b) The board can choose someone to deal with legal actions for the co-op. It can do this either by making it part of that person's job description or by a resolution. This person can:

- i. give all necessary instructions to the co-op's lawyers, and
- ii. make a settlement or other agreement after consulting with the co-op's lawyers.

For example, there could be a performance agreement or similar agreement worked out. The board can limit the person's authority by a board resolution.

9.6

Performance Agreements

(a) The co-op can sign a performance agreement with the member. When a member and the co-op sign a performance agreement, any outstanding resolution evicting the member will be cancelled.

(b) The performance agreement may state how the member will:

- i. carry out obligations in the future
- ii. correct any past problem, and
- iii. compensate the co-op for any losses.

The board must authorize every performance agreement except under 9.5 (b). It can authorize an employee, director or committee, formal or informal, to decide on the details of the agreement and sign it.

(c) The board can use the Performance Agreements in Schedules G and H of this By-law.

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- (d) If the member breaks the performance agreement, then the board must start the procedure to evict the member over again. Breaking the performance agreement does not itself give the co-op the right to evict the member. However, any statements in the agreement, and the fact that the member broke the agreement, may be taken into consideration by the board, the members or a judge.
- (e) When signing a performance agreement, the board can decide that a resolution of eviction will not be effective if the member:
  - i. pays the amounts owed, or
  - ii. carries out any acts that the board states in the resolution

within the time period stated in the resolution.

**9.7  
Non-Members  
in a Member Unit**

In dealing with non-members who are occupying a member unit, the co-op may take any procedure permitted by law as long as it does not break this By-law.