

BY-LAW NO. 13

SHELTER AGENCY BY-LAW

**A By-law relating to relations between
Mimico Co-operative Homes Incorporated
and a Shelter Agency and members
referred by the Shelter Agency**

WHEREAS Mimico Co-operative Homes Incorporated (the "Co-op") owns and operates a non-profit co-operative housing project located on Summerhill Road in the City of Etobicoke.

AND WHEREAS The Adult Cerebral Palsy Institute of Metropolitan Toronto ("Bellwoods") is a non-profit organization which provides or assists in providing attendant care facilities to disabled adults in various locations.

AND WHEREAS the Co-op desires to implement a special program to assist disabled persons to achieve better housing by providing housing to appropriate households referred by Bellwoods in twelve of the Co-op's units as follows:

3rd floor: Apt. 301, 302
5th floor: Apt. 501, 502, 503, 504
7th floor: Apt. 701 (2 bdrm), 703, 704
9th floor: Apt. 901 (2 bdrm), 903, 904

which units are herein called the "Bellwoods Units".

AND WHEREAS the Bellwoods Units have been specially designed to be suitable for persons with physical disabilities, in accordance with the programs of the Ministry of Housing of the Province of Ontario and Canada Mortgage and Housing Corporation, which provide funding to or have authority over the Co-op, and only to the extent of what is permitted and/or required by them.

AND WHEREAS the Co-op wishes to permit Bellwoods to maintain an office within the Co-op for the purpose of assisting the Co-op members occupying the Bellwoods Units and their households, which office shall be Unit 902, a one bedroom apartment unit.

AND WHEREAS a draft agreement between the Co-op and Bellwoods has been prepared and a copy is attached to this By-law.

NOW THEREFORE the following is enacted as a By-law of the Co-op:

1. AGREEMENT AUTHORIZED

The Board is authorized to enter into an agreement (the "Shelter Agency Agreement") on behalf of the Co-op with Bellwoods, or another Shelter Agency determined by the Board, on the terms and conditions of the agreement attached hereto, with any changes in detail, not affecting the substance, as the Board may determine. The Board is further authorized from time to time to renew, replace, or amend the Shelter Agency Agreement, determine that other or different units shall be subject to the Shelter Agency Agreement, or in the event the Shelter Agency Agreement is terminated, to make a new Shelter Agency

Agreement with the same or another Shelter Agency, or do all such other acts as may be necessary or convenient for the purpose of implementing the special program referred to above, or any Shelter Agency Agreement.

2. STATUS OF BELLWOODS REFERRALS

Persons who become members of the Co-op by reason of a referral from Bellwoods (or any other Shelter Agency with which a Shelter Agency Agreement may have been entered into) and occupy one of the Bellwoods Units are herein called "Bellwoods Referrals". Bellwoods Referrals shall have all of the rights and be subject to all the obligations of other members of the Co-op, subject only to those exceptions or differences specifically set out in this By-law or the Shelter Agency Agreement. The Occupancy By-law and all other by-laws of the Co-op shall be deemed to be amended as necessary to comply with the provisions of this By-law. The Occupancy Agreement to be signed by Bellwoods Referrals shall contain the following statement:

The Member(s) acknowledge(s) that the provisions of the Co-op's Shelter Agency By-law affect the rights and obligations of the Member(s) and acknowledges receipt of a copy of the Shelter Agency By-law on or before signing this Agreement.

3. UNIT ALLOCATION

The Bellwoods Units shall be allocated in accordance with the procedure set out in the Shelter Agency Agreement. On any vacancy occurring in the Bellwoods Units, the procedure set out in the Shelter Agency Agreement shall be followed, notwithstanding the provisions of the Member Selection and Unit Allocation By-law. The provisions of paragraph 5.05 of the Member Selection and Unit Allocation By-law respecting relocation of part of a household shall apply to the households of Bellwoods Referrals, but Bellwoods Referrals shall not otherwise be entitled to relocate on the internal waiting list except to another Bellwoods Unit.

4. CO-OPERATION WITH BELLWOODS

The Board, officers and staff of the Co-op shall co-operate with Bellwoods as contemplated in the Shelter Agency Agreement in matters relating to member selection and perceived problems with any Bellwoods Referral. For this purpose, confidential information may be released to Bellwoods to the extent reasonably necessary in the circumstances.

5. TERMINATION OF OCCUPANCY

The ordinary provisions of the Co-op's by-law respecting termination of occupancy shall apply to Bellwoods Referrals. For this purpose, in the event of a default in payment of housing charges or other obligations to the Co-op, the Bellwoods Referral shall be considered to remain in default, even though Bellwoods may be compensating the Co-op for the default as provided in the Shelter Agency Agreement.

6. TERMINATION RELATING TO BELLWOODS

In the event that the Shelter Agency Agreement is terminated, or in the event Bellwoods notifies the Co-op that a Bellwoods Referral is no longer considered a

Bellwoods client (regardless of the reasons as between Bellwoods and the member), the Board may terminate the member's right to occupy his or her unit, unless the member demonstrates to the satisfaction of the Board that suitable arrangements have been made for any necessary care and support for the member without any burden to the Co-op. The Board may refrain from adopting a resolution of termination if the member or person making such representations enters into a written agreement with the Co-op on such terms and the Board may approve. In considering the matter, the Board shall not be required to make any determination as to physical capacity or any other matter relating to the member's health, but if it deems fit, shall be entitled to terminate the member's occupancy rights solely by reason of the termination of the Shelter Agency Agreement or the termination by Bellwoods of its relationship with the member. The provisions of paragraph 6.03(b), (c), (d) and (e) with all necessary changes shall apply in the case of any termination of occupancy rights pursuant to this paragraph.

7. COMING INTO FORCE

This By-law will come into force only after being passed by a resolution of the Board and confirmed by at least two-thirds' majority of 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 and sealed with the corporate seal of the Co-op this 13 day of February, 19 89.

K. Schultz
President

Jouise Gibbs c/s
Secretary

CONFIRMED by at least two-thirds of the votes cast at a general meeting of members, this 14th day of March, 1989.

K. Schultz
President

Jouise Gibbs c/s
Secretary

