
Guide - Occupancy Agreement Options

The Occupancy Agreement is the same for both versions of the Rules.

The Occupancy Agreement is the agreement between the co-op and each member governing the terms on which members occupy units in the co-op. In the Model, the Occupancy Agreement is a Schedule to the Rules and forms part of the Rules.

Read the Model Occupancy Agreement carefully. Discuss with CHF BC, your lawyer or management company any parts of the agreement that do not seem to fit your co-op's situation.

Enter the name of your co-op on the title page, in the Table of Contents and again at the top of the first page in Schedule A.

RECITALS

A. The Purpose of the Co-op

If the Co-op owns its land (instead of leasing it) substitute “owned” for “leased”.

Insert the Co-op's full civic and legal address after “known and described as”. This can be found on the Co-op's tax assessment notice.

1 Conditions of Possession

1.02 Rules

If the Co-op leases its land, insert the required details of your lease in 1.02 [d].

If the Co-op owns its land, delete 1.02 [d].

Our Co-op's Choice:

- ☐ Leases
- ☐ Owns



3 **Parking**

3.01 **Use of parking**

3.02 **Parking policies**

Complete as appropriate for your co-op.

If the Co-op does not provide parking of any kind, substitute the following for both 3.01 and 3.02:

3.01 **No parking**

The Member acknowledges that the Co-op does not provide parking to members, visitors or guests.

Our Co-op's Choice:

☐ Model

☐ Option

4 **Housing Charge**

4.01 **Payment of Housing Charge**

The Model provides that Housing Charges are due on the first day of the month. Change 4.01 if you want Housing Charges to be due on some other day, for example, the day before the first day of the month.

Our Co-op's Choice:

☐ Model

☐ Option

4.03 **Setting the Housing Charge**

4.04 **Considerations in setting the Housing Charge**

The Model provides that the members have final approval of Housing Charges. If you want the Directors to have the authority to set Housing Charges without further approval from members, delete 4.03 and 4.04 and substitute the following:

4.03 **Setting the Housing Charge**

The Directors of the Co-op shall set the monthly Housing Charge payable hereunder.

4.04 Considerations in setting the Housing Charge

In setting the monthly Housing Charge payable hereunder, the Directors shall take into account the amount of money which, in the opinion of the Directors, shall be required by the Co-op during each fiscal year for:

- [a] the maintenance of the corporate existence of the Co-op;
- [b] the carrying charges on the Lands and the Development, including taxes, and the sums in lieu of taxes;
- [c] licenses, assessments, insurance, repairs, replacements, upkeep, maintenance and operations;
- [d] adequate contributions to a capital replacement reserve fund and to any other reserve funds established by the Co-op;
- [e] all other fees, costs and expenses incurred in the management of the Lands and the Development;
- [f] the amount, if any, as may be required to meet any deficit in the preceding fiscal year; and
- [g] any other amounts reasonably required to accomplish the purposes for which the Co-op was incorporated.

In carrying out their responsibilities to set the monthly Housing Charge, the Directors shall have regard for any relevant obligation imposed by statute or contract.

Our Co-op's Choice:

- ☐ Model
- ☐ Option

5 Payment of Utilities

5.01 Utilities

Make sure this section describes accurately which charges the members are responsible for.



7 Use of Unit

7.03 Home-based business

You can delete all of 7.03 and re-number. Don't forget to refresh the table of contents too.

Our Co-op's Choice:

- ☐ Model
- ☐ Option

7.04 Smoking

Delete any or all of [a] [3] to [6] where appropriate. Ensure this section does not contradict any municipal by-law.

You can delete all of 7.04. Don't forget to refresh the table of contents too

Our Co-op's Choice:

- ☐ Model
- ☐ Option

9 Alterations to Property

9.02 Restoration costs

You can increase the time available to the Member to make required repairs. Do not reduce the time, as anything less than ten days may be considered unreasonable by a court.

9.04 No compensation for alterations

In [c] you can increase the number of days allowed, within reason. Do not reduce the time, as anything less than ten days may be considered unreasonable by a court.

10 Interior Maintenance and Repair of Unit

10.04 Repairs as required

You can increase the time available to the Member to make required repairs. Do not reduce the time, as anything less than ten days may be considered unreasonable by a court.



22 Right to Enter

22.05 Time of entry

You can change the times, but do not use any time earlier than 8:00 a.m. or later than 9:00 p.m., as a court may consider it unreasonable.

This is part of the Model Rules 2.0 document collection.

