

RULES OF

**Helen's Court Co-operative Housing Assoc.**

Adopted by the Members on the  
24<sup>th</sup> day February, 2014.

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**Helen's Court Co-operative Housing Assoc.**

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## RULE 1 Interpretation

### 1.1 Definitions

In these Rules:

[a] “**Act**” means the *Cooperative Association Act* of British Columbia S.B.C. 1999, c. 28, as amended;

[b] “**Co-op**” means Helen’s Court Co-operative Housing Assoc.;

[c] “**Director**” means any one director of the Co-op;

[d] “**Directors**” means the directors of the Co-op acting collectively as the board of directors;

[e] “**Memorandum**” means the memorandum of the Co-op;

[f] “**Occupancy Agreement**” means the form of occupancy agreement attached as Schedule A to these Rules;

[g] “**occupancy charge**” means the amount due by the member to the Co-op on a monthly basis on account of occupancy of the Unit and as determined by the Co-op under the Occupancy Agreement;

[h] “**ordinary resolution**” means a resolution of the members of the Co-op that is passed at a duly called general meeting by a simple majority of the total votes cast by the members who are entitled to vote on the resolution, or alternatively, a resolution that is submitted to all members who are entitled to vote on the resolution and passed by being consented to in writing by three-quarters of those members;

[i] “**Rules**” means these Rules, as amended or replaced from time to time, including every schedule to these Rules;

[j] “**share**” means a membership share of the Co-op;

[k] “**special resolution**” means a resolution of the members of the Co-op that is passed at a duly called general meeting by a majority of two thirds of the total votes cast by the members who are entitled to vote on the resolution, or alternatively, a resolution that is submitted to all members who are entitled to vote on the resolution and passed by being consented to in writing by all of them; and

[l] “**Unit**” means the residential premises owned or operated by the Co-op for which a principal member has entered into an Occupancy Agreement to occupy on a full-time basis.

## **1.2 Cooperative Association Act definitions apply**

Words that are not specifically defined in these Rules have the meanings assigned to them in the Act.

## **1.3 Cooperative Association Act governs**

If there is a conflict or inconsistency between the Act and these Rules, the Act governs.

## **1.4 Occupancy Agreement attached as Schedule A**

The terms and conditions of the Occupancy Agreement attached as Schedule A to these Rules shall be binding upon each member and the Co-op with respect to the occupancy of the Unit by the member.

## **RULE 2 Eligibility for membership**

### **2.1 Principal membership**

A person who is at least 19 years old may be admitted as a principal member by submitting a written application, a subscription for the purchase of shares of the Co-op (which must not be less than one share), and any required payment for shares, each as set by the Directors from time to time.

### **2.2 Associate membership**

A person who is at least 19 years old who lives or will live in the Unit with a principal member, on a full-time basis as their principal residence, may be admitted as an associate member by submitting a written application and a payment equal to the purchase price of one fully paid share.

### **2.3 Approval by the Directors**

The Directors may, in their discretion, approve or refuse any application for membership or may postpone making a decision about any application for membership.

### **2.4 Eligibility for membership**

Subject to these Rules, eligibility for membership in the Co-operative is open in a non-discriminatory manner to individuals that are able to fulfill the responsibilities and conditions of membership.

### **2.5 Effective date of membership**

Membership is effective on the day the Directors approve the application for membership.

### **2.6 Number of shares to be held**

The Co-op, by special resolution, may change the minimum number of shares a member must hold. If the minimum number of shares is increased by special resolution, each member is deemed to have subscribed for the increased number of shares and must make any required additional payments for the shares.

### **2.7 Membership limited to occupants**

Membership in the Co-op is limited to persons who live in the Unit in the Co-op on a full-time basis as their principal residence, however, the Directors may exempt, in their discretion and upon the terms they see fit, an existing member from the application of this Rule.

### **2.8 Number of Units to be occupied by members**

A minimum of 80% of all Units of the Co-op must be occupied by members of the Co-op, unless the Co-op changes the number of Units by an ordinary resolution.

## **RULE 3 Joint membership**

### **3.1 No joint membership**

There shall be no joint membership.

## **RULE 4 Withdrawal from membership**

### **4.1 Withdrawal from membership**

A member may withdraw from membership in the Co-op:

[a] by giving to the Co-op at least 60 days' written notice calculated from the last day of the month in which the notice is given; or

[b] with the written consent of the Directors, by giving less than 60 days' written notice,

and in each case, membership ceases on the last day of the notice period.

### **4.2 Deemed withdrawal of membership by a member**

Unless the Directors determine otherwise, a member will be deemed to have given notice of withdrawal of their membership if the member:

[a] surrenders possession of the Unit;

[b] dies; or

[c] is an associate member and the principal member in the Unit withdraws or the membership of the principal member is terminated,

and in each case, notice is deemed to have been given when the event occurs and membership ceases 60 days later.

### **4.3 Withdrawal of membership with the consent of the Directors**

The Directors may consent to withdrawal from membership in the Co-op by a member under any other circumstances where it seems just and equitable to do so and may agree on the date on which membership ceases.

## **RULE 5 Termination of membership**

### **5.1 Grounds for termination of membership**

Where a member:

[a] has engaged in “conduct detrimental” to the Co-op;

[b] has not paid occupancy charges or any other money due by the member to the Co-op within a reasonable time after receiving written notice to do so from the Co-op; or

[c] in the opinion of the Directors, based on reasonable grounds,

[1] has breached a “material condition” of the Occupancy Agreement; and

[2] has not rectified that breach within a reasonable time after receiving written notice from the Co-op to do so,

the membership of that member may be terminated by a resolution of the Directors requiring a majority of at least three-quarters of all the Directors and passed at a meeting of the Directors called to consider the resolution.

### **5.2 Conduct detrimental to the Co-op**

Conduct detrimental to the Co-op can include, but is not limited to, such things as:

[a] failure to comply, or failure to ensure compliance by any resident or person visiting the member, with any term or provision of:

[1] these Rules or the Occupancy Agreement; or

[2] any house rule or policy which may be in effect;

[b] causing, permitting, or threatening wilful damage to the property or physical premises of the Co-op or the Unit;

[c] causing, permitting, or threatening violence directed against persons on the Co-op’s property;

[d] unauthorized detention of property of the Co-op; or

[e] causing, permitting, or threatening injury or harm to the reputation of the Co-op.

### **5.3 Material conditions of the Occupancy Agreement**

Material conditions of the Occupancy Agreement are those defined as material conditions in the Occupancy Agreement.

#### **5.4 Notice of meeting**

A member of the Co-op whose membership is proposed to be terminated by a resolution of the Directors:

[a] must receive at least seven days' notice of the meeting at which the resolution is to be considered, together with a statement of the grounds on which the membership is proposed to be terminated; and

[b] may appear, either personally or by or with an agent or counsel, to make submissions at the meeting.

#### **5.5 Notice of outcome of the meeting**

Within seven days after the date on which a proposed resolution to terminate the membership:

[a] is withdrawn;

[b] is defeated because it does not receive the required majority of three-quarters of all Directors; or

[c] is passed by the required majority of three-quarters of all Directors,

The Directors must

[d] deliver written notice of the outcome to the member; or

[e] if membership is being terminated for non-payment of rent, occupancy charges or other money due by the member to the Co-op, serve written notice of the outcome on the member along with a notice setting out the person's right to appeal the termination to the Supreme Court of British Columbia, as well as copies of such forms as may be prescribed by the Act and the *Cooperative Association Regulation*, as amended from time to time.

#### **5.6 Notice of appeal of termination**

If the Directors resolve to terminate a person's membership, the person may, unless the person's membership was terminated for non-payment of rent, occupancy charges or other money due to the Co-op, appeal the termination at the next general meeting of the Co-op by delivering a written notice of appeal to the Co-op within seven days after the date of delivery of the written notice given to the member advising the member of the termination of their membership.

#### **5.7 Appeal of termination**

A person whose membership in the Co-op is terminated by the Directors on grounds other than non-payment of rent, occupancy charges or other money due by the member to the Co-op, and who appeals the termination of the membership under Rule 5.6 continues to be a member of the Co-op, despite the resolution of the Directors, unless the members, at the general meeting to which the appeal is brought, confirm the termination of membership:

[a] by a special resolution, if the membership is terminated for the “conduct detrimental” of the member, as described in Rules 5.1 and 5.2; or

[b] by an ordinary resolution, if the membership is terminated for a breach of a material condition of the Occupancy Agreement, as described in Rules 5.1 and 5.3.

### **5.8 Confirmation of termination**

If the members of the Co-op confirm the termination of a person’s membership by the Directors, the Co-op must promptly notify the person with:

[a] a notice that the ordinary resolution or special resolution, as the case may be, confirming the termination was passed by the members; and

[b] a notice as prescribed by the Act, setting out the person’s right to appeal the termination to the Supreme Court of British Columbia, as well as copies of forms as may be prescribed by the Act and the *Cooperative Association Regulation*, as amended from time to time.

### **5.9 Appeal to the Supreme Court of British Columbia**

If a person’s membership is terminated, the person may appeal the termination to the Supreme Court of British Columbia, in the manner provided in the Act:

[a] within 30 days after the date on which the notice referred to in Rule 5.5 was served on the person if the membership was terminated for non-payment of rent, occupancy charges or other money due to the Co-op;

[b] within 30 days after the date on which the notice referred to in Rule 5.8 was served on the person if the membership was terminated for any other reason.

### **5.10 Court filing fees**

At the written request of the member appealing the termination, and if the member is not in arrears for any monthly occupancy charge, the Co-op must issue to the member a cheque payable to the Minister of Finance (or to the member for reimbursement), for the amount of the fee required by the Supreme Court of British Columbia to file a notice of appeal of the termination. If there is a dispute between the member and the Co-op

respecting the amount of the occupancy charge, then the amount of the occupancy charge for the purposes of this Rule 5.10 must be the amount of that charge that is not in dispute.

### **5.11 Timing of request for filing fees**

The request under Rule 5.10 must be made by the member within ten days after the day the member is served with notice of termination under Rule 5.8. If the member fails to make the request within this time, the Co-op may, but need not, issue the cheque for the filing fee.

### **5.12 Certain sections of the Act and these Rules do not apply**

Sections 156 (i.e. oppression remedy) and 208 (i.e. arbitration) of the Act and Rule 25 of these Rules (i.e. dispute resolution) do not apply to terminations under Rule 5.

## **RULE 6 Miscellaneous matters re: withdrawal or termination of membership**

### **6.1 Possession and occupancy rights**

The right of a member, or that of any person residing in the Unit, to possession or occupancy of the Unit is terminated upon withdrawal from membership, termination of membership, or if membership ceases for any other reason.

### **6.2 Refund of amount paid for shares**

Subject to any liens of the Co-op and the right of the Co-op to set off any amounts due to the Co-op by the member, and subject to the provisions of the Act, a person who withdraws from membership, whose membership is terminated, or whose membership ceases for any other reason, is entitled to a refund of the amount the member paid for shares if the member:

[a] and all other residents of the Unit, have vacated the Unit, and

[b] has paid all amounts due by the member to the Co-op.

### **6.3 No release from debts or obligations**

Withdrawal from membership, termination of membership, or cessation of membership for any reason does not release the member from any debt or obligation owed to the Co-op.

#### **6.4 Withholding of refund**

The Directors may withhold the refund to which a member may otherwise be entitled until a purchaser satisfactory to the Directors purchases the shares of the member.

## **RULE 7 Share structure**

### **7.1 Authorized share structure**

The authorized share structure of the Co-op is set out in the Memorandum.

### **7.2 Investment shares**

The Co-op will not issue investment shares.

## **RULE 8 Payment for shares**

### **8.1 Payment for shares**

Membership shares are payable on call and may be forfeited for default of payment. All shares must be paid for in cash.

### **8.2 Calls on unpaid amount of shares**

The Directors may make calls on the members for any of the money unpaid on shares and a call is deemed to have been made at the time when the resolution of the Directors authorizing the call was passed.

### **8.3 Interest on unpaid calls**

If a call is not paid on or before the date set for payment, the member from whom the money is due must pay interest on the unpaid amount of the call at the rate of 8% per year from the date set for payment until the date of payment and the interest that accumulates is a debt due to the Co-op. The Directors may waive payment of any or all of the interest due.

### **8.4 Notice requiring payment of call**

If a member fails to pay a call on or before the date set for payment, the Directors may, at any time after that date, deliver a notice on the member requiring payment within 14 days from the date of service of the unpaid amount of the call together with any interest that has accrued.

## **RULE 9 Share certificates**

### **9.1 No issuing of share certificates**

No share certificates shall be issued.

## **RULE 10 Transfer of shares**

### **10.1 Requirements of instrument of transfer**

An instrument of transfer of any shares in the Co-op must:

[a] be in writing,

[b] specify the number of shares being transferred, and

[c] be executed and dated both by the transferor and transferee,

[d] and the transferor remains the holder of the shares until the name of the transferee is entered in the register of members.

### **10.2 Form of transfer**

Shares in the Co-op may be transferred in a form approved by the Directors.

### **10.3 Effective date of transfer of shares**

A transfer of shares does not take place until:

[a] a duly executed instrument of transfer and the share certificate, if one was issued, has been delivered to the Co-op;

[b] any lien of the Co-op on the shares has been satisfied;

[c] the transfer has been authorized by the Directors; and

[d] the name of the transferee is entered in the register of members.

## **RULE 11 Transmission of shares**

### **11.1 Procedure on death of a member**

The person entitled to the shares of a deceased member, on providing proof satisfactory to the Directors of the death of the member and the person's entitlement, may:

[a] if the person is not a member but is residing in the Unit as their principal residence on a full-time basis, apply under Rule 2 for membership in the Co-op;

[b] if the person is an associate member, request that the Directors register the shares of the deceased principal member in the name of the associate member; or

[c] apply to the Directors to redeem the shares.

### **11.2 Redemption of shares of a deceased member**

If the person entitled to the shares of a deceased member does not qualify for membership under Rule 2 or the Directors do not approve the transfer of shares to that person, the Co-op must, subject to the provisions of the Act, redeem those shares by paying to that person, within 90 days of the date on which the person provided the Co-op with proof of their entitlement, the amount paid up on shares.

## **RULE 12 Redemption of shares**

### **12.1 Co-op authorized to purchase and redeem its shares**

Subject to the Act, the Co-op may, by a resolution of the Directors, redeem any of its shares at the price and on the terms specified by the resolution.

### **12.2 Redemption of shares on cessation of membership**

Subject to these Rules and the Act, the Co-op must redeem the shares of a person who withdraws from membership, whose membership is terminated, or whose membership ceases for any reason.

### **12.3 Amount paid on redemption**

A member is entitled to the amount paid up on the share on redemption by the Co-op.

### **12.4 Lien on shares**

The Co-op shall have a lien on a member's shares for a debt or any other amount whatsoever due to the Co-op by the member and the lien will extend to the proceeds of any redemption or sales of the shares.

### **12.5 Redemption or sale to satisfy a debt due to the Co-op**

Despite any other provisions of this Rule, the Directors may, upon 30 days written notice to a member, cause the Co-op to sell or redeem all or a sufficient number of the shares of the member to satisfy the lien of the Co-op.

### **12.6 Debt to be satisfied first**

Upon any sale or redemption of shares, the Directors must apply the proceeds of the sale or redemption in satisfaction of the lien of the Co-op by the member and any surplus or excess from the proceeds will be paid to the member or other person entitled to the shares.

## **RULE 13 Register of members**

### **13.1 Register must be kept and maintained**

The Co-op must keep and maintain a register of members which shall contain the following:

[a] the names and addresses of the members, the number of shares held by each member and the amount paid on each share;

[b] the date on which the name of any person was entered in the register as a member;  
and

[c] the date on which any person ceased to be a member.

## **RULE 14 General meetings of the Co-op**

### **14.1 The Annual General Meeting**

The Co-op must hold an Annual General Meeting at least once each calendar year and which meeting must take place not later than four months after the fiscal year end of the Co-op, but the Registrar may approve of the meeting being held on a suitable date close to the date when the meeting ought to have been held.

### **14.2 Business of the Annual General Meeting**

At each Annual General Meeting, and subject to the Act, the following business must be considered:

- [a] report of the Directors;
- [b] financial statement;
- [c] auditor's report;
- [d] election or appointment of Directors; and
- [e] appointment of auditor.

### **14.3 Order of business**

The order of business at the Annual General Meeting, to the extent appropriate in the circumstances and subject to the approval of the members at the meeting, must be as follows:

- [a] call to order;
- [b] approval or variation of agenda;
- [c] minutes of preceding meeting to be disposed of;
- [d] business arising out of minutes;
- [e] financial statements;
- [f] report of the auditor;
- [g] appointment of the auditor;
- [h] report of the Directors and any committees;

[i] election of Directors;

[j] special business, unfinished business, and new business; and

[k] adjournment.

#### **14.4 Frequency of general meetings**

In addition to the Annual General Meeting, the Directors must call a general meeting not less than once each year to review the business and operations of the Co-op and any other business as may be brought before the meeting, on a day and at an hour and place determined by the Directors in their discretion.

#### **14.5 Calling of special general meetings**

The Directors may call a special general meeting when they think fit and must call a special general meeting when requisitioned to do so in accordance with the Act.

#### **14.6 Order of business at general meetings other than the Annual General Meeting**

The Directors may, subject to the approval of the members at the meeting, determine the order of business at a general meeting, other than the Annual General Meeting, which is governed by Rule 14.3.

#### **14.7 Time and place of general meetings**

General meetings must be held at the time and place in British Columbia that the Directors specify.

#### **14.8 Notice of meeting to be given**

Every member and the auditor must receive:

[a] at least 14 days' notice of every Annual General Meeting of the Co-op and of every general meeting at which a special resolution is to be proposed; and

[b] at least seven days' notice of any other type of general meeting.

#### **14.9 Notice must specify**

The notice of meeting must specify:

[a] the place, day, and the hour of the meeting; and

[b] the general nature of the business to be considered at the meeting.

#### **14.10 Notice of special resolution**

If a special resolution is to be proposed at a general meeting, the notice of the meeting must include the full text of the special resolution. If amendments to the text of the special resolution are reasonably anticipated to be made, the notice of the meeting shall state that amendments may be considered and voted upon by the members at the meeting.

#### **14.11 Financial statement**

A copy of the financial statement that is to be placed before the Annual General Meeting must be provided to the members in advance of the date of the meeting.

#### **14.12 Meeting valid despite failure to give notice**

The accidental omission to give notice of any general meeting to, or the non-receipt of any notice by, a member or person entitled to receive notice, or any error or omission in the notice does not in itself invalidate any proceedings at that meeting.

#### **14.13 Requirement for quorum**

No business, other than the election of a chair and the adjournment of the meeting, may be transacted at any general meeting unless:

[a] a quorum of 1/4 of the members entitled to vote are present in person at the commencement of the meeting; and

[b] at all times not less than nine members are personally present.

#### **14.14 Lack of quorum**

If within 60 minutes from the time appointed for a general meeting a quorum is not present, the meeting, unless the notice of meeting specifies otherwise as to adjournment, is dissolved.

#### **14.15 Adjournment of a meeting at which quorum is present**

Despite any other provision of Rule 14, the chair of the meeting may, and if so directed by the members must, adjourn a meeting at which quorum is present from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

#### **14.16 Quorum at an adjourned meeting**

If the quorum required by Rule 14.13 is not present within 60 minutes from the time appointed for an adjourned meeting, those members present shall constitute quorum, unless the notice specifies otherwise as to quorum.

#### **14.17 Chair**

Every general meeting will be chaired by:

[a] the president; or

[b] the vice-president, if the president is absent, unable, or unwilling to chair the meeting, unless the majority of the Directors choose another person, who need not be a member, to be the chair.

#### **14.18 If no chairperson**

If there is no such chairperson present within 30 minutes after the time appointed for holding the meeting, the members present at a general meeting must elect a member to chair the meeting.

#### **14.19 Recording secretary**

The Directors must appoint a recording secretary, who need not be a member, for the general meetings.

#### **14.20 Minutes of meetings**

The minutes of all resolutions and proceedings at a general meeting must be filed in the books provided by the Directors for that purpose.

#### **14.21 Persons entitled to be present at general meetings**

The only persons entitled to be present at a general meeting are members, the auditor of the Co-op, and others who are entitled or required under any provisions of the Act or these Rules. Other persons may be admitted to the meeting only on the invitation of the chair or with the consent of the members at the meeting.

## **RULE 15 Voting at general meetings**

### **15.1 Actions to be determined by ordinary resolution**

At a general meeting, every motion must be determined by ordinary resolution unless otherwise required by the Act or these Rules.

### **15.2 Chair entitled to casting vote**

In case of an equality of votes, and provided that the chair is a member, the chair of a general meeting is entitled to a second or casting vote.

### **15.3 Decisions by show of hands or secret ballot**

Unless otherwise provided in the Act or these Rules, every motion for a resolution put to a vote at a general meeting is to be decided on a show of hands unless, before the vote is taken, the chair designates, or three or more members request, a secret ballot.

### **15.4 Declaration of result**

The chair must declare to the general meeting the decision on every motion in accordance with the result of the show of hands or the secret ballot, and that decision must be entered in the minutes of the meeting.

### **15.5 Declaration is proof**

Unless a secret ballot is required or demanded, a declaration by the chair of the decision on a motion and an entry in the minutes to that effect, in absence of evidence to the contrary, shall be conclusive evidence of the result.

## **RULE 16 Voting rights of members**

### **16.1 Voting rights and restrictions**

Every principal and associate member will have one vote on all matters to be decided by the members.

### **16.2 Call on shares**

A member with an unpaid call on the member's shares may not exercise any right to vote.

### **16.3 Proxy voting**

There will be no proxy voting.

### **16.4 Production of evidence of authority to vote**

The chair of any meeting may, but need not, inquire into a person's entitlement to vote at the meeting and may make a determination as to the person's entitlement to vote.

## **RULE 17 Directors**

### **17.1 Duties of Directors**

The Directors must manage or supervise the management of the business of the Co-op in accordance with the responsibilities, duties, and powers set out in the Act, the Memorandum of the Co-op and these Rules and may exercise all the powers of the Co-op that are not required by the Act or the Rules to be exercised by the members.

### **17.2 Policies**

The Directors may propose policies with respect to:

[a] the operation and maintenance of the Co-op; and

[b] the conduct of members and other persons in relation to the use and enjoyment of the Co-op and its property including the residential premises operated by the Co-op.

### **17.3 When policies take effect**

The policies do not take effect until approved by an ordinary resolution at a general meeting.

### **17.4 Number of Directors**

The number of Directors may be set, increased, or reduced from time to time in a general meeting, but at all times, the number of Directors will not be less than three and unless otherwise determined will be nine.

### **17.5 Persons disqualified to act as Directors**

No person is qualified to become or act as a Director who is:

[a] under the age of 18 years;

[b] found by a court, in Canada or elsewhere, to be incapable of managing their own affairs;

[c] an undischarged bankrupt;

[d] convicted of an offence in connection with the promotion, formation, or management of a corporation or of an offence involving fraud;

[e] not a member of the Co-op;

[f] employed by the Co-op in any office except that of manager, financial manager, secretary or treasurer;

[g] indebted to the Co-op and the indebtedness remains unpaid for more than 60 days unless payment is being made in accordance with a plan approved by the Directors; or

[h] a person whose office as Director would be vacated under any provision of Rule 18.11.

### **17.6 Declaration of qualifications to act**

Before standing for election or appointment to serve as a Director, every person must declare in writing or in person at the meeting at which the election or appointment takes place that they consent to serve as a Director and that they are qualified to act as a Director.

### **17.7 Remuneration**

Directors will serve without remuneration and a Director must not receive, directly or indirectly, any profits from their position as Director but, in accordance with policies approved by the members, a Director may be paid reasonable expenses incurred in the performance of their duties as Director.

## **RULE 18 Election, appointment, and removal of Directors**

### **18.1 Election at Annual General Meeting**

At every Annual General Meeting, the Directors will be elected to fill the vacancies of Directors whose terms are expiring and any other vacancies as may then exist.

### **18.2 Nomination of candidates**

A member may nominate a candidate for Director, or a member may volunteer to be a nominee for Director, either before or at a meeting at which Directors are to be elected.

### **18.3 Number of candidates**

If the number of candidates in an election for Directors exceeds the number to be elected at the election:

[a] there must be an election by secret ballot.

### **18.4 Candidates declared elected**

If the number of candidates in an election for Directors is equal to or less than the number of Directors to be elected, subject to the minimum number of Directors required by these Rules, those nominated are declared elected and no election is required.

### **18.5 Directors elected according to number of votes**

In an election for Directors, the chair must declare elected the candidates who received the highest number of valid votes up to the number of Directors to be elected.

### **18.6 If two or more candidates receive equal number of votes for last vacancy**

If two or more candidates receive an equal number of votes for the last vacancy on the Board, those candidates may agree on who will fill the vacancy, but if they cannot agree, the members will immediately hold a run-off election, by secret ballot, between those candidates, in which case, if the run-off election results in a tie vote, the last vacancy shall be decided by lot.

### **18.7 When term of office of Directors ends**

The term of office of a Director ends at the end of the Annual General Meeting at which a replacement is to be elected.



## **18.8 Term of office of Directors**

In the election of Directors:

[a] held at the first Annual General Meeting after these Rules come into effect, half of the Directors (rounded up in the case of an odd number of Directors) must be elected for a term of two years and the remainder must be elected for a term of one year; and

[b] held at each subsequent Annual General Meeting, the Directors must each be elected for a term of:

[1] one year, if the Director is completing the term of a Director who vacated their office in the first year of their two-year term; or

[2] two years, in a manner to ensure that no more than a simple majority of Directors is elected for a term of two years at any Annual General Meeting.

## **18.9 Further terms of office of Directors**

A Director must not serve as such for greater than a continuous period of four years, unless an additional term not to exceed two years is approved by an ordinary resolution of members, and the Director may again serve after an absence of at least one year.

## **18.10 Effect of vacancy on ability of Directors to act**

Despite any vacancy on the Board, the continuing Directors,

[a] if and so long as the number of continuing Directors constitutes a quorum of the Board, may continue to function without filling the vacancy or may appoint a qualified member to fill the vacancy or may call a general meeting and hold a by-election to fill the vacancy, which new Director in either case will hold office for the balance of the term of the vacating Director, or

[b] if the number of continuing Directors does not constitute a quorum of the Board, may appoint qualified members as Directors for the purpose of increasing the number of Directors for the sole purpose of calling a general meeting in order to hold a by-election by secret ballot to fill the vacancy.

## **18.11 Director ceasing to hold office**

A Director of the Co-op will cease to hold office if:

[a] the term of office of that Director expires in accordance with the Act or these Rules;

[b] the Director is removed in accordance with Rule 18.12;

- [c] the Director dies;
- [d] the Director resigns in writing;
- [e] the Director ceases to be qualified under any provision of Rule 17.5;
- [f] the Director ceases to be a member;
- [g] the Director ceases to live in the Unit on a full-time basis as their principal residence;
- [h] the Director is absent from three consecutive regular meetings of the Directors without the consent of the Directors;
- [i] the Director holds any office of profit under the Co-op, except that of manager, financial manager, secretary or treasurer;
- [j] the Director is a shareholder, Director, or employee of a corporate entity with whom the Co-op considers entering into or has entered into a contract, unless the Director complies with the provisions of Rule 22; and
- [k] the Director considers entering into or has entered into a contract directly with the Co-op, unless the Director complies with the provisions of Rule 22.

### **18.12 Removal of Director**

A Director may be removed before the expiration of the Director's term of office by a special resolution. The Director, if any, who is to fill the vacancy, must be elected by the members at a general meeting.

### **18.13 Validity of acts of Directors**

Every act of a Director of the Co-op is valid, despite any defect in the Director's appointment, election, or qualification.

## **RULE 19 Meetings of Directors**

### **19.1 Regulation of meetings**

Subject to the Act and these Rules, the Directors may meet together to conduct business, adjourn, and otherwise regulate their meetings, as they consider appropriate.

### **19.2 Time and place of meetings**

Meetings of the Directors must be held at the time and place in British Columbia that they determine is appropriate, and if they don't determine the time and place, the president or any two Directors may make that determination.

### **19.3 Who may call meetings**

The president may, and the secretary of the Co-op on the written request of three Directors must, call a meeting of the Directors at any time.

### **19.4 Quorum of the Board**

The quorum necessary for the transaction of business may be fixed by the Directors, and unless so fixed shall be five.

### **19.5 Meeting valid despite failure to give notice**

The accidental omission to give notice of any meeting of the Directors to, or the non-receipt of any notice by, a Director does not in itself invalidate any proceedings at that meeting.

### **19.6 Chair**

Every meeting of the Directors will be chaired by:

[a] the president; or

[b] the vice-president, if the president is absent, unable, or unwilling to chair the meeting, unless the majority of the Directors choose another person, who need not be a member, to be the chair.

### **19.7 Voting at meetings**

Questions arising at any meeting of the Directors are to be decided by a majority of votes, unless the Act or these Rules require otherwise, and in the case of an equality of votes, and provided that the chair is a member, the chair of the Directors' meeting is entitled to a second or casting vote.

### **19.8 Minutes of the Directors' meetings**

The Directors must cause minutes of the following to be filed in books provided for the purpose:

[a] all appointments of officers made by the Directors;

[b] the names of the Directors present at each meeting of Directors or of any committee of Directors; and

[c] all resolutions and proceedings at all meetings of the Directors, or any committee of Directors.

### **19.9 Directors must sign in at meetings**

A Director who is present at a meeting of the Directors or of a committee of Directors must sign their name in a book kept for that purpose, but a failure to sign does not invalidate the meeting.

### **19.10 Transaction of business by written resolution**

A resolution of the Directors signed by all Directors shall have the same force and effect as if passed at a duly constituted meeting of the Directors and the signed resolution must be kept with the minutes of proceedings of the Directors.

## **RULE 20 Committees of Directors and advisory committees**

### **20.1 Committees of Directors**

The Directors may delegate any of their powers to committees consisting of a member or members of the Directors as they think fit and any committee to whom powers are delegated shall, in the exercise of its powers so delegated, conform to any policies that may be imposed by the Directors and must keep the records required of them under Rule 19.8.

### **20.2 Advisory committees**

The Directors and the members in general meeting may appoint advisory committees consisting of a member or members of the Co-op and may assign duties and responsibilities to those committees that are not inconsistent with the Act and these Rules and may make policies governing their conduct.

### **20.3 Duty of advisory committees appointed by the Directors and members to report to the Directors and members**

Advisory committees appointed by the Directors and members report to, and serve at the pleasure of, the Directors and members, and must cause minutes of the following to be filed in books provided for the purpose:

[a] the names of those present at each meeting of the advisory committee; and

[b] all proceedings at all meetings of the advisory committee, and those minutes must be made available to the Directors and members on request.

## **RULE 21 Officers**

### **21.1 Appointment of officers**

The Directors must appoint, by resolution, a president, a vice-president, a treasurer, and a secretary of the Co-op from among the Directors.

### **21.2 Powers and duties of officers**

Subject to the Act, the Directors may specify the powers, duties, and responsibilities of the officers, and may vary, add to, or limit the powers, duties, and responsibilities of any officer.

### **21.3 Remuneration and term of office of officers**

Officers will serve without remuneration and the term of office of an officer will be determined by resolution of the Directors.

### **21.4 Removal of an officer from their position**

The Directors, at their discretion, may remove any officer from their position by a resolution of the Directors.

## **RULE 22 Conflict of interest rules for Directors and officers**

### **22.1 Disclosable interest**

A Director or officer holds a “disclosable interest” in a contract or transaction if:

- [a] the contract or transaction is material to the Co-op;
- [b] the Co-op is or proposes to become a party to the contract or transaction; and
- [c] the Director or officer has a material interest in the contract.

### **22.2 Conflict of interest**

A Director or officer of the Co-op is in a “conflict of interest” if that person holds any office or possesses any property or right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that person’s duty or interest as a Director or officer.

### **22.3 Disclosure of “disclosable interest” or “conflict of interest”**

A Director or officer of the Co-op must disclose and the Co-op must approve the nature and extent of any disclosable interest held by that person or any conflict of interest in which that person is involved in the manner set out in the Act.

## **RULE 23 Indemnification of Directors and officers**

### **23.1 Indemnification**

Subject to the provisions of the Act and to Rule 23.2, the Directors must cause the Co-op to indemnify a person who is or was a Director or officer of the Co-op, as well as the person's heirs and personal representatives, against all costs, charges, and expenses whatsoever, including legal fees and any amount paid to settle any action or proceeding or to satisfy any judgment in respect of any threatened, pending or completed civil, criminal or administrative action or proceeding to which the person is or is threatened to be made party by reason of the person being or having been a Director or officer of the Co-op.

### **23.2 Limitations on the indemnity**

The Director or officer must not be entitled to be indemnified under Rule 23.1 if, in relation to the subject matter of the proceeding referred to in that Rule, that person did not act honestly and in good faith with a view to the best interests of the Co-op or in the case of a proceeding that is not a civil proceeding, that person did not have reasonable grounds for believing that his or her conduct in respect of which the proceeding was brought was lawful.

### **23.3 Insurance**

The Directors may cause the Co-op to purchase and maintain insurance for the benefit of a Director or officer of the Co-op or the heirs or other legal representative of the Director or officer against any liability that may be incurred by reason of the Director or officer being or having been a Director or officer of the Co-op.

## **RULE 24 Finances**

### **24.1 Security may be required**

Every Director, officer, member, or employee of the Co-op having receipt or charge of money must, before entering upon their duties, give such security as may from time to time be deemed necessary by the Directors.

### **24.2 Non-disclosure of personal financial information**

Every Director, officer, member, agent, or employee of the Co-op must not disclose personal financial information pertaining to a member, prospective member, or tenant to any person except:

[a] Directors, officers, committees, employees, agents, managers, or advisors of the Co-op for use in connection with their official duties;

[b] those legally entitled to the information; and

[c] at a general meeting at which a member is appealing a decision of the Directors of the Co-op to terminate the member's membership and a ground of termination is the failure of the member to pay money due to the Co-op or a breach of a material condition relating to financial information to be provided to the Co-op.

### **24.3 Borrowing powers**

The Directors may, at their discretion, raise or borrow money for the purposes of the Co-op, on behalf of the Co-op, and secure payment thereof in any manner which they see fit, whether by charge upon any or all of the assets of the Co-op, both real or personal, present or future, or otherwise.

### **24.4 Restrictions**

If any security proposed to be given in the exercise of the borrowing powers described in Rule 24.3 is intended to charge the whole or substantially the whole of the undertaking of the Co-op, the borrowing power must not be exercised by the Directors without the authority of a special resolution.

### **24.5 Raising money in an emergency situation**

Notwithstanding Rule 24.6, the Directors from time to time, if in their opinion an emergency exists for which additional funds are required, may levy and collect an additional sum from each member to raise the additional funds to meet the emergency and the same must be payable by the member upon notice to the member.



#### **24.6 Other approved levy**

If the members of the Co-op, by ordinary resolution at a general meeting of the Co-op, approve a levy to raise additional funds for any purpose, the Directors may levy and collect an additional sum from each member and the same must be payable by the member upon notice to the member.

#### **24.7 Uniform application of levies**

All levies under Rule 24.5 and Rule 24.6 shall apply uniformly to all members without preference, but may be prorated in accordance with the number of shares for which the member has subscribed.

#### **24.8 Levy constitutes a debt due**

Upon notice to a member of the levy under Rule 24.5 or Rule 24.6, the same shall constitute a debt due from the member to the Co-op payable on demand.

#### **24.9 Investment powers**

The Directors must invest and deal with any part of the funds of the Co-op in such manner as they think fit provided that the Directors must not invest any part of the funds of the Co-op other than:

[a] in a security or class of securities in which trustees are permitted to invest trust funds under the *Trustee Act*, or

[b] by deposit in a savings institution in which deposits may be made by trustees under the *Trustee Act*.

#### **24.10 Requirement for auditor**

An auditor or firm of auditors, meeting the qualifications provided in the Act, must be appointed by the Co-op by ordinary resolution at every Annual General Meeting, but if an appointment is not made at that meeting, the auditor in office continues as auditor until a successor is appointed.

#### **24.11 Restriction on who may be auditor**

No Director, officer, or member of the Co-op may be appointed or may act as auditor.

#### **24.12 Provisions of the Act in respect of the auditor**

The Co-op must comply with the other provisions in respect of the auditor as set out in the Act.

#### **24.13 Accounting records**

The Directors must cause accounts to be kept in accordance with the Act.

#### **24.14 Location of books of account**

Subject to Rule 24.2, the books of accounts must be kept at the registered office of the Co-op, but may be kept at such other place or places as the Directors see fit, and shall at all reasonable times be open to the inspection of the Directors and members.

## **RULE 25 Dispute resolution**

### **25.1 Initial attempts to resolve the dispute**

Any member having a dispute with another member of the Co-operative may first attempt to resolve the dispute with the other parties to the dispute.

### **25.2 Initiating mediation**

If the dispute cannot be resolved by the parties involved, a member wishing to initiate a resolution of the dispute may submit the dispute in writing to the Directors.

### **25.3 Resolving through mediation**

Upon receipt of the written dispute, the Directors, or a mediation committee duly appointed by the Directors, must review the dispute and may try to promptly resolve the dispute as mediators.

### **25.4 Initiating arbitration**

If the dispute is not resolved to the satisfaction of the parties, the Directors may, but need not refer the matter to an arbitration committee consisting of three persons, being a member appointed by each party and a chairperson, who need not be a member, who is mutually agreed upon by those two persons.

### **25.5 Resolving through arbitration**

The decision of the arbitration committee shall be final and binding on all parties and may be enforced on application to the Supreme Court of British Columbia.

### **25.6 Does not apply to terminations of membership**

None of the provisions of this Rule 25 apply to the termination of the membership of a member under Rule 5.

## **RULE 26 Notices**

### **26.1 Notices to Directors, members, and other persons**

Any notice or document under these Rules to be given to or served upon a Director, member, or any other person must be in writing and is sufficiently given if it is:

[a] delivered personally;

[b] placed in a mail receptacle at or on the principal entrance to the Unit or placed through or affixed to the principal entrance to the Unit;

[c] delivered or mailed by prepaid mail to the person's last known address, as recorded in the Co-op's register of members or other record of the Co-op; or

[d] sent to the person by facsimile transmission to a telephone number provided by that person for that purpose.

### **26.2 Notice to the Co-op**

Any notice or document under these Rules to be given to or served upon the Co-op must be in writing and is sufficiently given if it is:

[a] delivered to the registered office of the Co-op;

[b] mailed by registered mail to the registered office of the Co-op as recorded under the Act; or

[c] personally served on a Director of the Co-op.

### **26.3 Deemed receipt if sent by mail**

A notice or document may be delivered or served by addressing, prepaying and mailing the notice or document by ordinary mail, and shall be deemed received on the second day, Saturdays, Sundays, and holidays excepted, after the date of mailing.

### **26.4 Computation of time**

In computing the date when notice must be given under any provision requiring a specified number of days notice of any meeting or other event, the date of giving notice must be excluded and the date of the meeting or other event must be included.

## **RULE 27 Corporate seal and execution of documents and other instruments**

### **27.1 Corporate seal**

The Directors may provide a seal for the Co-op and may determine its form.

### **27.2 Custody of corporate seal**

The Directors must provide for the safe custody of the seal, which may be stored at the registered office of the Co-op or kept at such other place or places as the Directors see fit.

### **27.3 Use of the corporate seal**

The impression of the seal on any document or instrument must be attested by the signatures of any two Directors or other persons as determined by resolution of the Directors.

### **27.4 Execution of documents**

Documents and other instruments may be executed by the Directors or other persons so authorized without the impression of the seal.

## **RULE 28 Alteration of Memorandum or Rules**

### **28.1 Alteration of Memorandum or Rules**

Amendments to the Memorandum and the Rules of the Co-op must be in accordance with the Act and these Rules.

## **Note on dissolution of the Co-op**

The existing dissolution provision, Rule 68, filed and registered the 6<sup>th</sup> day of December, 1982, remains in force under section 173 of the *Cooperative Association Act*.

*Reproduced here for reference only:*

### **Rule 68 Dissolution**

- (a) In the event of dissolution of the Association, for whatever reason and in whatsoever manner, no part of the assets remaining after the discharge of payment of all obligations, liabilities and debts including payment of the amount actually paid up on account of shares of the Association shall be distributed or paid to any member of the Association.
  
- (b) In the event of the winding up or dissolution of the Association, for whatever reason and in whatsoever manner, or if the members of the Association take proceedings to surrender the Certificate of Incorporation, of the Association, the whole of the surplus remaining after the discharge in payment of all obligations, liabilities and debts of the Association shall be paid over to a trust company incorporated under the laws of British Columbia or of Canada, or to a central credit union incorporated under the Credit Union Act of British Columbia, or to a non-profit corporation incorporated under the laws of British Columbia having among its objects the encouragement, promotion, maintenance or improvement of housing conditions in British Columbia, as the directors of the Association may designate by resolution or if the directors shall fail to designate then to a trust company or central credit union or non-profit corporation designated by the Superintendent of Co-operatives upon the condition that any surplus so paid over shall be used for the purpose of encouraging, developing, establishing or maintaining co-operative housing or improvements in housing conditions in the Province of British Columbia, in such a manner or means as the trust company or central credit union or non-profit corporation may determine and whether by way of loan, guarantee, grant or donation.