

# BYLAWS OF THE RAINBOW HOUSING CO-OPERATIVE, LTD.

## Membership

1. Membership in the Rainbow Housing Co-operative Ltd. shall be open to all those of the age of majority and older (unless otherwise approved by the Board) indicating a need of its services, an understanding and acceptance of its objectives, and a willingness to abide by the co-operative principles.
2. Applicants for membership or joint membership in the co-operative shall apply in the form prescribed by the directors.
  - a) At the time of occupancy, unless other arrangements for payment are approved by the directors, those members or joint members completing occupancy agreements shall be required to purchase sixteen hundred shares in the co-operative, each share having a par value of one dollar (\$1.00).
  - b) The method of the collection of monies for the purchase of the required shares shall be, determined by the Directors.
  - c) When all units have been allocated, the membership of those not accommodated in the co-operative shall be terminated. From that time forward, membership shall be contingent upon residence in the co-operative.
  - d) The co-operative shall, within fifteen (15) days, refund all shares, at par value, to all whose memberships were terminated.
  - e) A member, who does not move into a unit and is not refunded his/her initial share capital may appeal this decision and, where circumstances warrant, the co-operative shall refund this share capital within fifteen (15) days of a successful appeal.
3. In addition to the provision of Bylaw No. 2 the number of shares required to be purchased by members in the future may be determined by the Board of Directors, from time to time.
4. Applicants for membership shall be approved or rejected by the Board of Directors of the Co-operative, and their decision recorded in the minutes.
5. Two or more persons who intend to reside in the same unit in the co-operative shall apply for joint membership as joint owners with the right to survivorship. Each member of the joint membership shall have one vote.
6. The owner of a share in the co-operative shall dispose of that share only to the co-operative for a price equal to the amount paid for that share on its purchase by the owner.

## Occupancy Agreement

7. Members shall be required to sign an occupancy agreement with the Rainbow Housing Co-operative Ltd. before occupying a unit in the co-operative.

#### **Housing Charges**

8. Monthly housing charges and such other assessments as may be necessary from time to time will be recommended by the Board of Directors and approved by the members at a duly called meeting.
  - a) In accordance with the Section 56.1 Agreement, signed between Canada Mortgage and Housing Corporation and the Rainbow Housing Co-operative Ltd. In the year one of operation the regular occupancy charge shall be equivalent to the lower end of the range of market rents for similar accommodation in the area as established by Canada Mortgage and Housing Corporation. In subsequent years of operation, the total of the regular occupancy charges shall be the sum of project operating costs including the replacement reserves and the reduced amount of principal and interest paid on the mortgage. Housing charge differentials shall be determined on the basis of bedroom count.
  - b) Monthly housing charges shall be paid in the manner prescribed by the directors in the policy manual.
  - c) The co-operative shall not impose upon any member accelerated housing charges, i.e. the co-operative shall not require any member to pay more than one (1) month's housing charges in advance.
  - d) The co-operative shall give three (3) months notice of any increase in housing charges except where the Registrar gives his approval for a shorter notice or the members have unanimously approved the increase at a general meeting.

#### **Quiet Enjoyment of Home**

9. Every member is entitled to have quiet enjoyment of her/his home.

#### **Maintenance of Unit**

10. Responsibility for the maintenance of the residential unit in a safe, habitable and reasonable state of repair, such responsibility to include the repair and replacement of fixtures and the repair of any damage to the unit, shall be governed by the maintenance policy.

#### **Entry of Unit**

11. The co-operative and its agents, except in the case of an emergency, are required to give reasonable notice to the member prior to entry of the member's unit. Such notice shall be defined in the policy manual.

#### **Arbitration of Disputes, Between Members**

12. Disputes arising between members of the co-operative shall be resolved according to the grievance policy of the co-operative.

#### **Arbitration of Disputes, Between Members and the Co-operative**

13. Disputes arising between members of the co-operative and the Board of Directors shall be handled as follows:
  - a) Any decision of the Board of Directors may be appealed to the membership at a regular or special meeting as provided for in Section 31 of these bylaws.
  - b) A majority vote of those members present at the meeting shall determine the appeal.

#### **Letting of Units to Non-members**

14. In the event that a member cannot be found to occupy a vacant unit in the co-operative, the Board of Directors may lease a unit on a month-to-month basis to a non-member. The Board of Directors will set the monthly lease amount.
15. Subject to the approval of the Board of Directors or their designates, and on terms and conditions prescribed by the directors, members may let a unit in the co-operative to non-members for a period of not normally more than twelve (12) consecutive months.

- a) The member remains at all times responsible for payment to the co-operative of housing charges.
- b) Membership in the co-operative, and the member occupancy agreement, shall be terminated on a unit, which remains unoccupied by the member for a period longer than twelve (12) months.
- c) Non-member occupants will not enjoy voting rights during their stay in the co-operative, but will be expected to assume some responsibility for participation in accordance with the Participation policy.

#### **Withdrawal from Membership**

- 16. A member may withdraw from membership.
  - a) Notice of intention to withdraw shall be given in writing at least sixty (60) days prior to the date of withdrawal, which shall fall on the last day of a month or on the 15<sup>th</sup> day of a month.
  - b) Upon the date of withdrawal, the Directors shall within one hundred, twenty (120) days, order the repayment of the share capital owing to the member, less any accounts owing or damages that may be assessed.

#### **Death of a Member**

- 17. Upon the death of a member, the joint member shall continue to enjoy all rights of membership, including the right to occupy the premises allocated to or previously occupied by the deceased member.

#### **Termination of Membership**

- 18. The Directors may, by a two-thirds vote of the Directors present at a duly called meeting, order the termination of a membership in the co-operative, subject to the following provisions:
  - a) The co-operative shall give a minimum of sixty (60) days notice to a member of the termination of his/her membership except where a member contravenes bylaws or policies governing:
    - i) Ordinary cleanliness of the unit after having received written notice of the contravention;
    - ii) The use of the premises for prohibited purposes;
    - iii) Payment of housing charges; or,
    - iv) Vandalism or destruction of property belonging to the co-operative or other members of the co-operative:

In these cases the member has a minimum of twenty-four (24) hours **from receipt of the order of termination to vacate the premises.**
  - b) All capital furnished by the member, less any outstanding accounts owing to the co-operative, shall be refunded to the member within a time of one hundred twenty (120) days following the day of termination.
  - c) The secretary shall within five (5) days from the date on which the order is made, notify the member of the order. Notice shall be by registered letter addressed to the members' last known address. The member is deemed to have received the notice 5 days after the registered letter is posted.
  - d) An appeal of the order of termination may be taken by the member to a special meeting of the co-operative. Provided that written notice of intention to appeal shall be given in writing by the member to the Secretary within thirty (30) days from the date of the notice mentioned in section 18 c) above.
  - e) In the event of an appeal being lodged with the Secretary, as provided for in section 18(d) of this bylaw, the Directors shall call a special meeting within fifteen (15) days of receipt of the written notice of appeal.
  - f) At the special meeting provided for in section 18(e) of this bylaw, a majority vote of the members present shall determine the appeal. Residents whose membership has been terminated must vacate the premises owned by the co-operative within thirty (30) days of termination **except in the cases noted under 18(a).**

### **Appeal to the Registrar**

19. Termination of a membership may be appealed to the Registrar:
- a) termination of a membership may be appealed to the Registrar in the manner prescribed in the Co-operatives Act, and the Registrar shall confirm or set aside the resolution terminating the membership.
  - b) no person whose membership is terminated for failure to pay fees, assessments, or occupancy charges or to fulfil other financial obligations to the co-operative is eligible to appeal the termination to the Registrar.

### **Board of Directors**

20. The Board of Directors shall consist of minimum of five (5) to a maximum of nine (9) members of the Co-operative.
- a) At the first general meeting:
    - i) Four (4) Directors shall be elected for a term of two years;
    - ii) Five (5) Directors shall be elected for a term of one year.
  - b) In succeeding years, at the annual meeting, Directors elected to replace those whose terms have expired shall be elected for two-year terms.
  - c)
    - i) After six (6) consecutive years of service (3 terms) on the Board of Directors, a member is ineligible for further election for a period of one (1) year before he/she can be nominated to stand for election to the Board of Directors again.
    - ii)
      - A) The Executive shall be defined as: President, Vice-President, Secretary, and Treasurer, or Secretary/Treasurer.
      - B) A director may serve for six (6) consecutive years three (3) terms as an Executive Officer during his/her tenure on the Board of Directors as outlined in Bylaw 20c) (i) above.
21. No more than one member of a unit shall serve on the Board of Directors at a given time.
22. The Board of Directors shall meet within fourteen (14) days of their election, and shall elect from their number a President and one or more Vice-Presidents and shall appoint a Secretary and a Treasurer or a Secretary-treasurer who need not be a director or a member of the co-operative.
23. The Directors shall be empowered to engage, define the duties, and fix the remuneration of the Secretary-treasurer, and such other employees as they deem advisable.
24. The Directors shall examine carefully and regularly the business and property of the co-operative. And, shall require the manager or Secretary-treasurer or such other employee in charge of the co-operative records to furnish monthly or quarterly a report or reports disclosing the results of the operations of the co-operative during a specified period. Including information respecting accounts receivable, accounts payable, assets and liabilities, income and expenditures.
25. The Directors shall direct and supervise the business and property of the co-operative and may by resolution exercise all such powers as are not required to be exercised by the co-operative membership in a general or special meeting.

### **Insurance**

26. The Directors shall secure from a reputable company, adequate insurance coverage for the co-operative, such coverage may include:
- a) public liability insurance (minimum required coverage \$1,000,000 for bodily injury and property damages);
  - b) non-owned auto insurance;
  - c) all-risk building/content insurance for all co-operative buildings and property (minimum required

- coverage for replacement cost of entire complex, with reinstatement clause);
- d) glass insurance for common areas;
- e) boiler and machinery insurance;
- f) housing charge insurance (minimum coverage sufficient to cover full housing charge income of all units for one year);
- g) employer's liability insurance or employees workers' compensation insurance;
- h) accident insurance for volunteers or Directors;
- i) fidelity bond for officers of the co-operative who will handle the co-operative's money or assets.

#### **Meetings of Directors**

27. a) The Directors shall by resolution set forth the manner in which notice of regular meetings of the Directors shall be given.
- b) The President may call a special meeting of the Directors at any time, or the President shall call a special meeting of the board at any time by written request of two or more Directors. Unless otherwise provided by resolution of the Directors, notice of special meetings of the Directors, shall be given in writing, by the Secretary to each Director. Such notice shall be hand-delivered or postmarked at least five (5) days before such meeting, and shall specify the time, place and purpose of the special meeting.
- c) Notwithstanding the requirements of section 27(a) and 27(b) of this bylaw, when all Directors are present at any given meeting of the Directors, however called or notified, or have given their consent in writing, the meeting shall be deemed to have been regularly and legally constituted.
- d) At regular and special meetings of the Directors a quorum shall be a majority of Directors.

#### **Removal of Directors and Officers**

28. a) The directors may, by majority vote, remove from office any director who has missed three consecutive directors' meetings without cause acceptable to the other directors.
- b) The members of the co-operative may, by a resolution approved by two-thirds of votes cast at a general meeting, remove any director from office.
- c) The Board, in its discretion, may remove any officer of the Co-operative and elect or appoint another individual to fill the unexpired portion of the officer's term.

#### **Committees**

29. The Directors shall be empowered to set up standing and ad hoc committees as they deem necessary to facilitate the smooth operation of the co-operative.

#### **Fiscal Year**

30. The fiscal year of the co-operative shall terminate on the 31<sup>st</sup> Day of December of each year.

#### **Meetings**

31. a) The annual meeting of the co-operative shall be held within six (6) months of the fiscal year end.
- b) From time to time a general meeting of the members may be called by the Directors to consider the business of the co-operative. And an agenda outlining the business to be considered at the general meeting shall be distributed to the membership, at least ten (10) days prior to the general meeting.



c) Upon written request of ten (10) percent of the members, the Board of Directors shall call a special membership meeting within fifteen (15) days of receipt of the written request. Written notice of such special meeting shall be mailed to all members, ten (10) days in advance of the meeting, stating time, place and purpose of the meeting. Special meetings shall dispose of only the specific business outlined in the request and on the notice to members; no other business shall be conducted.

d) The quorum for special, general and annual meetings shall be twenty percent of the members.

#### **Funds and Reserves**

32. No interest on capital stock shall be paid, and no part of the surplus arising from the yearly operations of the co-operative shall inure to any member.
33. After providing for legislated reserves and those as may be approved by the Board of Directors, the balance of the surplus arising from the yearly operations of the co-operative shall be used as the Directors see fit in the interest of the co-operative.

#### **Political Candidates**

34. The co-operative shall allow candidates for public office access to the common premises of the co-operative.

#### **Member Copies of Bylaws, Agreements, Policies**

35. The co-operative shall provide a copy of the bylaws, policies, and occupancy agreement to every member household.

#### **Registered Office**

36. The registered office of the co-operative shall be in the City of Saskatoon.

#### **Amendments**

37. These bylaws may be amended by a resolution passed by two-thirds of the members present and voting at any general meeting.

#### **Execution of Instruments**

38. a) Contracts, documents or instruments in writing requiring execution by the Co-operative shall be signed on behalf of the Co-operative by two persons; and, subject to clause (b), either the President or the Secretary shall sign such contracts, documents or instruments in writing on behalf of the Co-operative.
- b) The Board is authorized, from time to time, to appoint, by resolution, any officer or officers or any persons on behalf of the Co-operative either to sign contracts, documents or instruments in writing generally or to sign specific contracts, documents or instruments in writing.
- c) The cheque-signing officers shall be duly appointed by the board and recorded in the minutes at each re-organization meeting.

#### **Borrowing Power**

39. a) Unless otherwise provided in the bylaws, the borrowing powers shall be as specified in the Co-operatives Act and as limited by the Co-operative's Operating Agreement with the Saskatchewan Housing Corporation.
- b) Any loans or borrowing made by the co-operative must have the approval of the members.

### **Financing Arrangements**

40. The financial business of the Co-operative; including, the borrowing of money and the giving of security thereof, shall be transacted with such credit unions, credit union centrals, banks, trust companies or other bodies corporate or organizations as may from time to time be designated by or under the authority of the Board. Such financial business or any part thereof shall be transacted under such agreements, instructions and delegations of powers as the Board may, from time to time, specify or authorize.

### **Dissolution**

41. Upon dissolution of this co-operative, any statutory reserves, unallocated surplus, unencumbered assets and unclaimed equity shall be paid to:
- i) a non-profit corporation, society, organization, association, or co-operative established for charitable or benevolent purpose;
  - ii) a co-operative established for similar object; or
  - iii) any other person that the Registrar may designate.

Revised AGM October 9, 2008

Revised GM June 16, 2009

Revised GM June 23, 2010 to change date of fiscal year end.

Revised AGM November 8, 2011 to change the par value of share capital.

Revised AGM June 29, 2015 to change the number of consecutive terms Directors may serve

Revised GM November 29, 2016 to change the number of Directors that must serve

Revised AGM June 26, 2018 to change the par value of share capital and recognize our agreement with SHC.