

### **Members Rights and Responsibilities Policy:**

1. All adults aged 18 years or older must be approved for membership prior to moving into Rainbow Housing Cooperative, with the exception of infirm dependants.
2. Regular membership within the Cooperative will be decided, by formal vote and motion of the Board of Directors and be contingent on a \$30.00 per adult application fee, a credit check, a landlord and/or personal reference check, and a recommendation from the Membership Selection Committee based on an interview for membership. This process must be repeated each time a person applies for regular membership.
3. There must be at least one regular member residing in a unit.
4. Conditional Membership may be granted by the Board of Directors to any applicant who may otherwise be refused for membership, provided there is at least one approved regular member residing in the unit they are applying to live. Conditional Members will be considered a co-signer on the Occupancy Agreement and will enjoy all the rights and responsibilities outlined in the Cooperative's Bylaws and Policies; however, conditions must be removed before any conditional member may reside in a unit on their own.
5. All young adults currently residing in the Cooperative must apply for conditional membership within thirty (30) days of becoming 18 years of age. Conditional membership will be decided by the Board of Directors and be contingent on a recommendation from the Membership Selection Committee based on an interview for membership.
6. A conditional member may apply to have the conditions removed from their membership at any time as described in section two (2).
7. Should the regular member(s) resign their membership leaving the unit to conditional member(s) only, at least one conditional member must apply to have the conditions removed from their membership as described in section two (2) within thirty (30) days. Should the Board of Directors decide, by vote and formal motion, that removing conditions is denied the conditional member(s) will be given sixty (60) days' notice of the termination of his/her membership followed by eviction.
8. Should a conditional member wish to apply for an internal move to their own unit, the conditional member must apply to have the conditions removed first. Should the conditions be removed, they will be eligible to apply for an internal move twelve (12) months after the member was approved for conditional membership.
9. Should any member resign their membership leaving regular or conditional members in the unit, any existing investment in the unit's share capital will remain with the members residing in the unit.

### **NEW MEMBER PROBATION:**

#### **Objective:**

To ensure that any new member who is moving into the Co-operative is adhering to the policies and bylaws as set out by the Co-operative.

1. Any new member(s) will be on probation for the first twelve (12) months of their membership.
2. Any new member(s) who is/are still in their probationary period and is not in adherence with the policies and/or bylaws will be subject to termination of their membership.
3. Membership reviews will be done twelve (12) months. The review will include but not be limited to the unit inspections, participation, arrears and submission of time sensitive documentation.
4. At the end of each review, the member(s) will meet with the Directors responsible for the review to discuss the results. If the result (12) month review is negative, the member may face termination of their membership.
5. The Board of Directors will, at all times, handle each case in an objective and considerate manner and maintain confidentiality of the case in hand.

### **GUESTS:**

**Definition:**

**“Guest” is: a non-member**

1. **No member shall have a non-member(s) stay in their unit for a period longer than fourteen (14) days in any calendar month without notifying the Board of Directors**  
**(a) In exceptional circumstances, a limited extension may be granted by the Board of Directors (e.g., caring for a convalescing parent).**
2. No member shall have a non-member(s); guest(s) share their unit on a **regular basis**.
3. No member shall have a roomer or boarder staying in their unit.
4. Violation of the above Policy will require that the member appear before the Board of Directors for a membership review.

Definition of “Regular Basis” – More than fourteen (14) days in ANY calendar month. \*

### **SPECIAL CONSIDERATIONS FOR CHILDREN:**

1. Children over the age of 5 may play, unsupervised in outdoor common areas.  
 Children under 5 must be supervised at all times in outdoor common areas. Any personal belongings left at large in the common area are the sole responsibility of the owner
2. Children in the Community Centre must be, supervised by an adult.
3. Children may not play in stairwells.
4. In all cases, parents or guardians assume full financial responsibility for any damage to co-op property caused by their child (children).
5. Should any dispute between members arise due to a child’s conduct, a private settlement is to be attempted. If the problem cannot be resolved, a complaint may be lodged with the Member Relations Committee in accordance with the Co-op’s Grievance Policy.

## **Responsibilities of Membership:**

### **A. Financial Responsibilities**

- I. Maintain Utilities – Power and Natural Gas
  - i. All members are required to ensure that the utilities are maintained in their names and are operational in the unit from the first day to the final day of occupancy. Members who have any utility disconnected will be given seven (7) days to have the utility reconnected. Failure to have the utility reconnected after that may result in Membership Termination and Eviction.
  - ii. Members who have their utilities disconnected three (3) times during any twelve (12) month period may result in Membership Termination and Eviction.
  - iii. Proof that the applicable utilities (i.e., gas and electricity) have been connected in the leaseholder's name must be received by the office prior to the release of the unit and its keys. Failure to receive this information will result in a delay in members moving into the units.
  - iv. If any utility is transferred onto Rainbow Housing Cooperative's account during your unit's occupancy, a \$50 fine will be applied. Any charges will be subject to payment as outlined in the Arrears Policy.
  - v. Should any damages occur due to disconnected utilities the members will be charged back accordingly.
- II. Members must pay all monthly housing charges and other financial obligations as outlined in the Arrears Policy.
- III. Secure and maintain adequate insurance
  - i. All members are required to ensure that they have secured necessary personal property insurance. Insurance must be maintained for the duration of their membership.
  - ii. Any member who owns or operates a business from their unit must secure liability insurance with Rainbow Housing Cooperative named as an additional insured. Liability insurance must be maintained for the duration of the business.
  - iii. Proof that adequate insurance has been secured in the leaseholder's name must be received by the office prior to the release of the unit and its keys. Failure to receive this information will result in a delay in members moving into the units.
  - iv. Proof that adequate insurance has been maintained in the leaseholder's name must be submitted to the office annually. Failure to do so will result in the following:
    - a) Warning with a 30-day deadline to secure and submit adequate insurance.
    - b) After 30 days a \$50 fine will be applied. Any charges will be subject to payment as outlined in the Arrears Policy. The member will be given an additional 30 days to secure and submit adequate insurance.
    - c) Failure to submit proof of adequate insurance after that may result in Membership Termination and Eviction.
  - v. Rainbow Housing Cooperative will not be liable for the cost of any damages to personal property.

### **B. Maintenance of Premises Responsibilities**

- I. Maintain one's unit in a condition, which meets the standards of the Co-op as set out in the Maintenance Policy.
- II. Co-operate with all routine and special unit maintenance procedures of the Co-op (e.g., inspections, repairs, renovations, redecoration, etc.).
- III. Report any damage or required maintenance to the Office immediately.
- IV. Ensure basements are not used for sleeping quarters as per City of Saskatoon Bylaw #8175.
- V. Ensure your unit is taken care of if you are away for more than 48 hours.

- VI. Maintain one's yard:
- i. Remove snow and ice from your unit's personal walkway within **48 hours** following any snowfall. Failure to remove all snow and/or ice within the timeframe will result in snow/ice removal by Rainbow Housing Cooperative with a minimum chargeback of one hour labour rate set by the Board of Directors. Any charges will be subject to payment as outlined in the Arrears Policy.
  - ii. Maintain Lawn including mowing grass to a maximum of 6 inches, removing excessive weeds and saplings, and removing garbage. Should Rainbow Housing deem your units' yard unacceptable, a notice will be given advising you to conduct the work within 48 hours. Failure to maintain the yard within the timeframe will result in yard clean up by Rainbow Housing Cooperative with a minimum chargeback of one hour labour rate set by the Board of Directors. Any charges will be subject to payment as outlined in the Arrears Policy.
  - iii. Fill annually the risk management unit checklist included is a members vs Maintenance responsibilities list.

### **C. Community Responsibilities**

- I. Adhere to all of Rainbow Housing Cooperative's regulations (bylaws, policies, and procedures), and bylaws set by the City of Saskatoon.
- II. Be considerate of neighbours.
- III. Respect all Rainbow Housing Cooperative property.

Members of Rainbow Housing Cooperative will be held accountable for their guests and their guests' pets, which includes personal conduct and how they treat other Members

### **NON-SMOKING:**

Due to the irritation and known health risks of exposure to second-hand smoke, increased risk of fire and increased maintenance, cleaning and redecorating costs, all forms of smoking shall be prohibited in all units of Rainbow Housing Cooperative.

#### **A. DEFINITION OF SMOKING:**

1. **The term "smoking" means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette, or any other tobacco or organic material product in any manner or in any form, including vaping.**

#### **B. CONDITIONS:**

1. Smoking is prohibited inside any building on Rainbow Housing Cooperative property, including private units. Members of the units, other occupants, visitors and guests shall not smoke anywhere inside the unit.
2. Smoking is allowed outside the member's unit and in common areas except:
  - a. A ten (10) meters radius from any Rainbow Housing playground.
  - b. A ten (10) meter radius from the front door of the Rainbow Housing Community Centre.
3. Rainbow Housing Cooperative is not a Guarantor of the Smoke-Free Environment. The adoption of a no-smoking policy does not make Rainbow Housing Cooperative or any of its managing agents the guarantor of member's health or of a smoke-free unit or complex. Rainbow Housing Cooperative cannot and does not warranty or promise that the rental premises or common areas will be free from second-hand smoke.

4. Smoking waste (e.g., Cigarette butts, used matches, etc.) must be disposed of into a fire proof container supplied by the member. Waste may not exceed the top of the container.
5. Smoking waste is not permitted on the ground of any private yard or common area.

**C. EXEMPTIONS:**

1. Members residing in their units prior to July 31, 2016 who were previously smoking in their unit. Members must have registered their unit as a designated smoking unit prior to July 31, 2016 in order to qualify.
2. Once the grandfathered member moves to a different unit in the Cooperative, this exemption will no longer apply.

**D. NON-COMPLIANCE:**

1. Should the Cooperative suspect or receive a report that smoking exists in a unit, a mandatory unit inspection by one staff person and one Board of Director will take place.
2. During the first inspection, should reasonable evidence of smoking exists a warning and a \$50 fine will be issued.
3. Subsequent smoking offenses will result in further fines as follows:
  - Second Offense - \$75
  - Third Offense - \$150
  - Fourth Offense - termination of occupancy rights under the Occupancy Agreement.
4. Chargebacks for smoking damage will be assessed upon move out. If the damages exceed the available share capital, a bill will be sent to the former member.

**Political Sign:**

Members are allowed to post political signs in their windows or in their fenced space or on their private space within five (5) feet of their entrance door. Political signs must not be posted on the sides of fences, on the sides of buildings or posted on any common areas of the Co-op. The Executive of the Board of Directors has the right to order and have removed any sign that is in violation of this policy.

**PROBATION:**

**Definition:**

"Probation" for the purpose of this policy is defined as a trial period in which a member is able to prove their ability to overcome inappropriate behavior and adhere to Co-operative policies and bylaws.

1. When a member has failed to adhere to the Rainbow Housing Co-operative policies and/or procedures on an ongoing basis or has two or more grievances filed against them and the Board of Directors cannot find a workable solution to the problem, the Board of Directors can place the member(s) occupancy rights into a probationary period. The probationary period will be a period of time of 12 consecutive months.
2. At the end of the probationary period, a review of the member(s) will be done by the Board of Directors and if the result is positive, the probation period is lifted. If the member(s) is still not complying with the policies or procedures of the Co-op, or more **validated** grievances have been filed, the Board of Directors may do a membership review and terminate their membership.
3. The Board of Directors will, at all times, handle each case in an objective and considerate manner and maintain confidentiality of the case in hand.
4. A full review of membership may be done at any time during the probation period.

I, \_\_\_\_\_ have read the above policy and discussed it with the Board of Directors for Rainbow Housing Co-operative and understand its implications.

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Signature

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Date

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Signature

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Date

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Witness

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