

# Member contract

\_\_\_\_\_ Housing Co-op

Adopted by the General Meeting on:



FÉDÉRATION DES COOPÉRATIVES  
D'HABITATION INTERMUNICIPALE  
DU MONTRÉAL MÉTROPOLITAIN



LES COOPÉRATIVES D'HABITATION  
présence des femmes  
pouvoir des femmes

BETWEEN: The \_\_\_\_\_ Cooperative, a legally constituted legal person having its registered office at \_\_\_\_\_, represented for the purposes hereof by \_\_\_\_\_, duly authorized.

(Hereafter, the "Cooperative")

AND: \_\_\_\_\_, domiciled and residing at \_\_\_\_\_.

(Hereafter, the "Member")

CONSIDERING that the rental of housing units belonging to the Cooperative is a privilege reserved solely for persons interested in being admitted as members of the Cooperative;

CONSIDERING that a member who joins the Cooperative is not a tenant, but a person who agrees, in a spirit of cooperation, to join forces with others in pursuit of a common goal;

CONSIDERING that the success of the Cooperative depends on the commitment and involvement of each and every one of its members, on their adherence to cooperative values as well as to the Cooperative's economic and social objectives;

CONSIDERING that the person concerned is interested in becoming a member and tenant of the Cooperative;

CONSIDERING that the Member has satisfied the conditions for admission set out in the Cooperatives Act, CQLR, c. C-67.2, and the Cooperative's internal governance by-law and has been admitted as such by resolution of the board of directors;

ACCORDINGLY, the parties agree to the following:

## **1. Object**

The purpose of this contract is, on the one hand, to specify the rights and obligations of the Cooperative and of the Member and, on the other hand, to confirm the Member's adherence to the objectives pursued by the Cooperative as well as to the internal governance by-law.

## 2. The member's commitments

### 2.1 The Member agrees that:

a) The Cooperative is a legal person governed by the *Cooperatives Act* and is required to act in accordance with the principles for cooperative action in the International Cooperative Alliance's Statement on Cooperative Identity which are:

- **Voluntary and open membership**
- **Democratic member control**
- **Member economic participation**
- **Autonomy and independence**
- **Education, training and information**
- **Cooperation among cooperatives**
- **Concern for community**

- b) The Cooperative aims to provide its members with its goods and services at cost and at a price consistent with sound financial management.
- c) The Cooperative is managed democratically and that its success depends on the active involvement of each and every one of its members.
- d) Training is an essential element in helping members acquire the knowledge and skills that will enable them to contribute effectively to the development of their co-operative.
- e) The sharing of each member's skills and know-how is essential to meeting the Cooperative's management needs.
- f) The Cooperative is a safe living environment for all women, i.e., free of all forms of violence against them (harassment, intimidation, sexual and conjugal violence, etc.);
- g) The Cooperative promotes egalitarian relationships, free of direct, indirect or systemic discrimination, particularly in decision-making bodies, and supports the full participation of these bodies in the reflection and decision-making processes.

### 2.2 Thus, the Member undertakes to:

- a) Remain a user of the services offered by the co-operative for as long as he or she is a member.
- b) Not engage at any time in activities that compete with those carried out by the Cooperative.
- c) Subscribe to and pay for the required qualifying shares according to the terms set out in the by-law.
- d) Be actively and diligently involved in the various activities of the Cooperative, notably by participating in general meetings, meetings and seasonal chores, unless he or she is unable to do so, in which case he or she must inform the person designated by the Cooperative.

- e) Carry out, in accordance with his or her abilities or aptitudes, the various mandates and responsibilities that may be assigned to him or her by the board of directors, the general meeting or a committee, and carry out the duties assigned to him or her by virtue of any position or office he or she holds in the Cooperative.
- f) Honour any undertaking to which he or she has consented under any contract that binds him or her to the Cooperative.
- g) Participate in training activities related to the various aspects of cooperative life.
- h) Know and comply with legal obligations and the Cooperative's articles, by-laws and policies.
- i) Act with prudence and diligence, honesty and loyalty, in the Cooperative's interests.
- j) Exercise discretion and not use or disclose confidential information of which he or she has knowledge.
- k) Take out and maintain home insurance (public liability) for the entire duration of his or her lease. The Member must provide proof of insurance annually and upon request by the Cooperative.
- l) Not to injure by word or deed the reputation, interests or good standing of the Cooperative.
- m) Be civic-minded towards other members and occupants of the Cooperative and refrain from aggressive behaviour, including any discriminatory comments or behaviour (for example, racist, sexist or homophobic comments and behaviour, etc.).
- n) Never engage in harassment or violence, whether sexual, physical, verbal or psychological, particularly against women, in the building and in all activities of the Cooperative. Failure to comply with this undertaking shall be subject to sanctions, which may lead to expulsion.
- o) Any type of violence or harassment, especially economic harassment, is prohibited in the Cooperative.

### **3. The cooperative's commitments**

#### **The Cooperative makes the following commitments to the Member:**

- a) Grant, because of her or his commitment and involvement in the activities of the Cooperative and adherence to cooperative values and the economic and social objectives of the Cooperative, the membership discount provided for in article 5 of this contract;
- b) Facilitate his or her integration into cooperative life, its committees and the activities organized by the Cooperative by offering reception, integration and training measures.
- c) Promote active democratic participation.
- d) In assigning tasks and responsibilities to a member, the Cooperative takes into account the individual's interests, aptitudes and abilities; in the event of a loss of capacity, the Cooperative will adjust the tasks and responsibilities accordingly or consider alternative measures to allow a member to continue to participate in the operation of the Cooperative.

- e) Give her or him the explanatory documents and inform him or her of the possibilities of rent assistance or subsidies.
- f) Grant, where applicable, any other benefits granted to members of the Cooperative pursuant to its internal governance by-law.<sup>1</sup>
- g) Take all necessary actions to ensure that no member experiences situations of sexual violence, harassment or intimidation.
- h) Provide a living environment that is respectful of one's physical and mental health.
- i) Ensure fairness to all its members.

## 4. Member discount

Because of her or his commitment and involvement in the Cooperative's activities and adherence to cooperative values and to the Cooperative's economic and social objectives, the Cooperative grants the Member the privilege of a monthly discount of \$\_\_\_\_\_,<sup>2</sup> an amount that is deducted from the monthly rent on the lease.

Since the membership discount is set by regulation, its modification is therefore the responsibility of the general meeting of the members of the Cooperative.

If the Member resigns, is excluded or suspended<sup>3</sup> while remaining a tenant of the Cooperative, he or she must pay, on the first day of the month following the date of his or her resignation, exclusion or suspension, the full amount of the rent stipulated in their lease.

If he or she is a beneficiary of the Rent Supplement Program, his or her monthly rent cost will then be adjusted in accordance with section 16<sup>4</sup> of the *By-law respecting the conditions for the leasing of dwellings in low-rental housing Act respecting the Société d'habitation du Québec*.

If she or he is receiving rent-gated-to-income (RGI) assistance from Canada Mortgage and Housing Corporation (CMHC) or the co-op's Security of Tenure Fund (SOF), the rent is calculated according to the assistance management policy in effect.<sup>5</sup>

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<sup>1</sup>List any additional benefits the co-op offers its members.

<sup>2</sup>It is recommended to have a significant membership discount in order to create a significant gap between the lease price and the member price. Some co-ops opt for a percentage membership discount rather than a dollar member discount. This may be relevant where there is a significant rent differential in a co-op's housing stock.

<sup>3</sup>Section 60 of the *Cooperatives Act* reads as follows: "...A member who has been suspended loses, for the duration of the suspension, all his or her rights as a member unless the Board decides otherwise." The power to determine the penalty to be applied to the suspended member is at the sole discretion of the Board.

<sup>4</sup>"Where a subsidized dwelling belongs to a cooperative, a lessee who is not a member of the cooperative shall be responsible for any resulting fees. However, those fees may not exceed 10% of the rent calculated in accordance with section 5, without taking into consideration the adjustments provided for in section 12."

<sup>5</sup>The last two paragraphs of Article 5 of this contract must be adapted according to the type of assistance to the person administered by the co-op (whether the co-op administers shelter assistance from the Rent Supplement Program, an RGI envelope, a Security of Tenure Fund, or the person is receiving no form of assistance).

## 5. Mediation

Any dispute between a Member and the Cooperative relating to this contract or arising from its interpretation or application shall, unless one of the parties refuses, be submitted to a mediation process.

## 6. Duration of contract

This contract replaces any membership contract previously signed by the parties. It comes into force on \_\_\_\_\_ and shall remain in force as long as the Member maintains his or her membership status or until this contract is replaced by another version duly signed by both parties.

A Member of the Cooperative can only be suspended or expelled by the Cooperative's board of directors in accordance with the requirements of the *Cooperatives Act*, CQLR, c. C-67.2

In the event of death, resignation, exclusion, departure or any other cause of termination of membership provided for by law, this contract shall be considered terminated as of the date on which the tenant ceases to be a Member of the Cooperative.

IN WITNESS WHEREOF, the parties have signed this contract in duplicate.

MEMBER:

I \_\_\_\_\_ (Member), acknowledge that I have read the terms and conditions of this contract as well as the articles, by-laws, and policies in force within the co-operative and agree to abide by them.

\_\_\_\_\_  
Signature of Member

\_\_\_\_\_  
Signature of individual representing  
the Cooperative

Signed in \_\_\_\_\_, on the \_\_\_\_ day of the month of \_\_\_\_\_, 20\_\_\_\_.