
MEMBERSHIP POLICY

Passed by Residents' Council on June 17, 2020

Amended by Residents' Council on March 21, 2022

(Amendments to language in Part 4: all points, and in Part 5: 5.1, 5.2 and 5.3)

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1. ABOUT THIS POLICY

This Policy takes the place of or amends all previous policies or decisions that deal with membership approvals, unit allocations, and waiting lists. Some related provisions appear in the Co-op's Occupancy By-law #36. If there is a conflict between documents, the following will govern in order of authority:

- first the *Co-operative Corporations Act*
- second, the Co-op's Organizational or Occupancy By-law
- third, this policy

1.1 Special meanings

Certain words have special meanings when used in this Policy.

- (a) "Overhoused" is the term used to describe a household where there are fewer occupants than permitted under the minimum applicable occupancy standards (ie. fewer than one person per bedroom).
- (b) "Underhoused" is the term used to describe a household where there are more occupants than permitted under the maximum applicable occupancy standards (ie. more than two people per bedroom – with some exceptions).
- (c) "Applicable Occupancy Standards" means the occupancy standards set out in the Co-op's Occupancy By-law.

1.2 Aims of the process

The aims of the application and membership approval process are to make sure that:

- applications are evaluated fairly using the Co-op's membership criteria
- applicants have enough information to decide whether they are interested in living in the Co-op
- the Co-op has enough information to evaluate the application
- the process minimizes loss of revenue caused by vacancies.

1.3 Non-discrimination

In assessing applications for membership, the Co-op will comply with the *Ontario Human Rights Code* and will not discriminate against anyone in a way that is prohibited by it.

1.4 Membership criteria

Applicants for membership in the Co-op must meet the following standards:

- at least one member of the household is aged 16 years or older
- the household's rental history does not give the Co-op reasonable grounds to believe the household may fail to pay the housing charge, or an appropriate guarantor has been provided
- the household size meets the Applicable Occupancy Standards
- applicants have:
 - attended a Bain Co-op Orientation
 - a positive attitude towards living in a community with people from different social, economic, and cultural backgrounds, and a commitment to treating other members with respect
 - a genuine interest in contributing to the operation and life of the Co-op

The Co-op will apply these standards equally to all applicants.

2. APPLYING TO THE CO-OP

2.1 Application requirements

All applicants must apply to the Co-op on the application form that the Co-op provides, AFTER having attended a Membership Orientation. Schedule A of this Policy provides a sample application form. Application forms must be complete and signed by all adult household members.

All members of the applicant's household who are 16 years of age or older and intend to live in the Co-op must apply for membership or long-term guest status. If they do not, the Co-op will not consider the application.

All applicants must go through the Co-op's membership or long-term guest approval process.

All applicants must provide proof of income in a form determined by the Co-op as noted on the application.

Incomplete applications will be returned to the applicant and not considered until resubmitted in full.

2.2 Confidentiality

Each applicant must agree on their application to give permission for the Co-op to conduct a rental history/credit check, and landlord check, for purposes of determining rental history, and whether the applicant will require a guarantor. The co-op will use the

information obtained only in connection with the application. *(This consent is part of Schedule A - Sample Application Form)*

3. REFUSALS AND REVIEWS

3.1 Purpose of this article

The Co-op will consider all applications seriously and will not refuse applications without careful consideration. This article sets out the rules for the refusal of applicants.

3.2 Refusals

The reasons to refuse an applicant must conform to the criteria stated in section 1.4 of this Policy, the provisions of the Co-op's Organizational By-law and its Occupancy By-law #36. [The process for refusing applicants including giving notice of the refusal is set out in Schedule B.] The process will apply to all applicants.

3.3 Reviews

If any member of a household or external applicant disagrees with a refusal of their membership application, they have the right to a review of the decision. There is only a right to a review the first time an application from a household is refused.

3.4 Re-applying after refusal

Applicants that have been refused membership can submit a new application in the future after a waiting period of six months (and if the Co-op is still accepting applications at that time). For example, the applicants may feel that their circumstances have changed and they now meet the Co-op's membership criteria.

Residents' Council may decide not to consider the application if they determine that the circumstances have not changed.

4. WAITING LISTS

4.1 Two waiting lists

There are two waiting lists in the Co-op:

- "The Internal Waiting List"
- "The External Waiting List"

The "Internal Waiting List" is made up of people who live in the Co-op who have submitted

a Request for Relocation Application (a sample application is available as **Schedule D** to this policy) for one of the following reasons:

- They need to relocate due to emergency or medical issues
- They are required to relocate under the Co-op's other policies or by-laws, such as in instances of underhousing or overhousing
- They want or need to move to a different unit (in this case, a minimum period of 12 months living in their current unit must have been completed)

The "External Waiting List" is made up of households who do not live in the Co-op but have applied for a unit.

4.2 Priority Statuses

The Internal Waiting List has priority over the External Waiting List.

Internal and External waiting lists are governed by the following priorities:

PRIORITY STATUSES

1. **Emergency Priority** (requested from and granted by Residents' Council)
2. **Medical Priority** (requested from and granted by Residents' Council)
3. **Overhoused/Downsizing Priority** (granted automatically if household meets Co-op overhousing criteria)
4. **Underhoused Priority** (granted automatically if household meets Co-op underhousing criteria)

NON-PRIORITY STATUS

5. **Standard Application** (prioritized by date of application filing only; time on waitlist may be extensive especially if there is a request to be relocated to a specific location within the Co-op)

5. INTERNAL WAITING LIST

5.1 Member's right to apply

Subject to Section 5.3, members may apply to relocate to any size or type of unit for which they qualify (or will qualify for at the time of relocation). All households must meet any applicable occupancy standards as set out in the Occupancy By-law #36, Household Size.

Members may specify that they only wish to relocate to a particular area of the Co-op, a particular type of unit or a particular unit or units. With supporting documentation provided, members may request a medical relocation, especially if they wish accommodation for a special requirement. For emergency relocations, if requested, members should inform the General Manager in writing or in person to provide details of their particular situation.

All requests to relocate to another unit in the Co-op must be submitted to the Co-op office using the Application for Relocation form (**Schedule D**) provided by the Co-op. Members may amend this application at any time by contacting the Office Administrator.

5.2 Required relocations under the Co-op's Occupancy By-law

For households required to submit an Application for Relocation form under the Co-op's Occupancy By-law #36, the rules are set out in that by-law (Article 9, Household Size). These households have greater priority than households described in Section 5.3, Standard Relocation with a non-priority status, of this Policy (i.e. they would receive upsizing priority if underhoused, downsizing priority if overhoused).

5.3 Members requesting an internal relocation

For members that **do not have special priority status** and have requested an internal relocation, the record date for determining an applicant's ranking on the Internal Waiting List will be the order of:

- the date that a completed application for relocation is received by the Co-op
- the earliest date on which the member is first permitted to make an application for relocation under section 5.5 Minimum Period of Residence
- the specificity of location requested for a Standard Relocation, as noted on the Application for Relocation form (**Schedule D**)

5.4 No trading of units

No trading of units directly between members will be permitted, unless under direct approval of Residents' Council, with units being accepted as-is in a direct swap with no vacancy loss accrued by the Co-op.

5.5 Minimum period of residence

- (a) Except where the internal relocation is required under the Co-op's Occupancy By-law, or where the household has been given special priority status and has requested a relocation, applicants for internal relocation must have been resident as members on a signed Occupancy Agreement in a unit in the Co-op for a minimum of one year immediately prior to submitting an application to relocate. Following an internal relocation, members must have been resident in that unit for at least one year immediately prior to applying to relocate to another unit.
- (b) Residents' Council may waive the one-year residency requirements set out in (a), for any of the following reasons:
 - the number of persons in the member's household exceeds the maximum, or doesn't meet the minimum requirements under Applicable Occupancy Standards;
or
 - the member's household size has changed and, as a result of the change, the

- household qualifies for a size of unit for which it was not previously eligible; or
 - the household needs to move to a less expensive unit because of an unexpected change in financial circumstances; or
 - any other special need recognized by Residents' Council.
- (c) A person who moved into the Co-op to join a member already residing may not apply to relocate independently of that member until they are a registered long-term guest for six months, then apply for Co-op membership themselves. They must then wait for a period of one year after becoming a member (on a signed Occupancy Agreement) and will not be eligible to have the waiting period waived under (b).

5.6 Relocation of part of household

If one or more, but not all, residents who live together in a unit wish to relocate to a separate unit, they may do so provided that all the following requirements are met:

- at least one of the persons remaining in the original unit is a member of the Co-op and at least one of the persons moving to the new unit is a member of the Co-op
- at least one member remaining in the old unit and at least one member moving to the new unit have resided in the old unit for the minimum period of residency set out in section **5.5: Minimum period of residence**, unless approval is sought by Residents' Council for a special circumstance in which the minimum period of residence may be waived
- the relocating member(s) is in good standing, or if the household is in arrears, the household complies with section **5.9 Arrears**
- the size of the household remaining in the old unit and the size of the household moving to the new unit will, at the time of the relocation, meet the Applicable Occupancy Standards. If the remaining household does not meet Applicable Occupancy Standards, they must also submit a Relocation Application.
- any new residents in either household who are 16 years of age or older are accepted for membership or given long-term guest status in the Co-op, **AND**
- Residents' Council is satisfied that the household remaining in the old unit and the household moving to the new unit will meet the obligation to pay housing charges for the unit in the amount and at times they are due.

5.7 Priority Order

- (a) When a unit becomes vacant, or the Co-op determines that a unit is going to become vacant, the rules for the order of priority for allocating a unit set out in Article 4.2 are to be followed.

The unit will be offered to members on the Internal Waiting List, it will only be offered to qualified members who have indicated an interest in that unit or that type of unit. The unit will be offered in accordance with the members' record dates or approved exceptions as set out in section 5.3.

- (b) The unit will not be offered to anyone on the External Waiting List until it has been refused by all qualified members on the Internal Waiting List.

5.8 Serious damage to unit

if Residents' Council determines that a household is required to move because of fire or other serious damage to their unit, or contamination of their unit or any other reasons that require the unit to be vacant, Residents' Council can offer any vacant unit to that household. Residents' Council can decide to give them the option of staying in the new unit or remain in the unit they resided in while repairs were performed. A written contract between the Co-op and all the members of the relocated household confirming the terms of the relocation shall be signed by all parties.

5.9 Arrears

A household on the Internal Waiting List will not be eligible for a unit that becomes available if the household is in arrears, with the exception of:

- a household that has requested an internal relocation and has been given special priority status
- an overhoused, rent-geared-to-income household
- a special needs household that requires accommodation
- a household paying a market value housing charge that wishes to relocate to a less expensive unit that has signed a payment agreement and is meeting the terms of the payment agreement. (A member with a signed payment agreement is considered to be in good standing).

5.10 Role of staff in making offers and managing vacancies

- (a) Co-op staff are authorized to show units and make offers to households that are on the Internal Waiting Lists. Staff administers and manages accuracy of lists.
- (b) Co-op staff will keep Residents' Council up to date on information they may have regarding potential move-outs and internal relocations via an updated Status Change Report. This is to permit offers to be made quickly to avoid vacancy loss for the Co-op.

5.11 Priority if member unavailable

If the Co-op is unable to contact the member with priority on the Internal Waiting List within 24 hours, the unit will be offered to the next eligible member. The original household will retain its priority on the Internal Waiting List. The Co-op will maintain written records of the attempts to contact or the actual contacts made with each household including date and time of contact.

5.12 Effect of refusals (aka “turndowns”)

Members must notify the co-op in writing when choosing to decline a unit for any reason. For households that are required to move under the Co-op's Occupancy By-law because

they don't meet the Co-op's occupancy standards (ie. Overhoused members), rules about refusals are in Article 9 of Occupancy By-law #36.

Households on the Internal Waiting list that hold a priority level 1 (Emergency) or level 2 (Medical), must accept the first offer of a unit of the type that they have requested or they will lose their priority status. A written appeal to maintain their status must be submitted to Residents' Council within 5 business days.

Households that have standard applications on the Internal Waiting List may refuse two units that have been offered and retain their spot on the Internal Waiting List. If they refuse three units that meet the conditions specified by them in their Internal Relocation Application, they will be placed at the bottom of the Internal Waiting List

Please note that an offer of a unit is when the household is given the opportunity or is in the position on the list to accept the unit. The offer is not contingent on whether the member actually views the unit. If the member refuses to view a unit, it only counts as a refusal/turndown if they become directly eligible to accept the unit (ie. they are first on the list).

5.13 Notification of acceptance by applicant

- (a) Members must notify the Co-op office in writing within 24 hours of being offered a unit whether they wish to accept the unit (via Acceptance of Unit form provided by the Co-op, or via email if the form has not been provided to the Member). If they fail to do so, they will be considered to have refused the unit. Members will be informed by staff of the time restraint.
- (b) Once a member on the Internal Waiting List has accepted a unit, the member must vacate his or her existing unit and move into the new unit on the date specified when the unit was offered; no extra days to allow more time to move are guaranteed and should not be expected. Acceptance of the unit may not be withdrawn without the consent of Residents' Council.
- (c) When a member accepts a unit, they must come into the office and sign a form provided by the Co-op accepting the unit (Acceptance of Unit Form) and agreeing to move and sign a new Occupancy Agreement. This should be done within 24 hours (business days only), but can be postponed by Co-op staff for a legitimate reason (i.e. updated financial review needed). Members will be informed by staff of the time restraint.

6. EXTERNAL WAITING LIST

6.1 Maintaining the External Waiting List

- (a) The External Waiting List will include:
 - Fully completed applications for units without geared-to-income assistance (aka households paying a market value housing charge) and applications will only be accepted and processed after an applicant has completed an orientation.
- (b) Priority on the Co-op's External Waiting List will be based on the date when a completed application form was received by the Co-op, unless a priority status is requested and granted by Residents' Council.

6.2 Offering units

- (a) Co-op staff are authorized to show units and make offers to households that are on the External Waiting Lists. Staff administers and updates accuracy of the lists.
- (b) A unit will be considered available to an applicant on the External Waiting List if no member on the Internal Waiting List is eligible or has accepted the unit.
- (b) When a unit becomes available to a household on the External Waiting List, it will be offered to the household with priority on the External Waiting List that has completed the Co-op's membership approval process as set out in **Schedule B Membership Approval Process**, has been accepted for membership, is eligible for that size and type of unit, and indicates they want the unit.

6.3 Withdrawal of membership approval

Where new information about an approved applicant comes to the attention of the Co-op prior to the offer of a unit, the Co-op may make any appropriate change to its External Waiting List or may withdraw its approval of the application for membership without liability. [If approval of the application is withdrawn, the application will be treated as if originally refused and the applicant will be entitled to a review as described in section 3.3 of this Policy.]

A withdrawal may occur for any of the following reasons:

- The applicant's credit check result was not acceptable
- The applicant's household income no longer meets the Co-op's minimum requirements and an adequate guarantor was not provided
- The applicant has exhibited unacceptable inappropriate behaviour to a member or to staff

6.4 Priority if applicant is unavailable

If the Co-op is unable to contact the household with priority on the External Waiting List within 24 hours, the unit will be offered to the next eligible household. The original household will retain its priority on the waiting list. In order to avoid vacancy loss, the Co-op can contact several households in order of priority to generate interest. The Co-op will maintain written records of the attempts to contact or the actual contacts made with each household including date and time of contact.

6.5 Refusals

- (a) A household on the External Waiting List may refuse a unit because the date of occupancy is less than the 60 days from the date the unit is offered without losing its priority on the waiting list.
- (b) A household on the External Waiting List that has applied directly to the Co-op may refuse two units that have been offered and still retain their priority on the External Waiting List. Subject to (a), if the household refuses a third unit, it will lose its priority on the waiting list with the record date for its application being changed to the day the household turned down the third unit, and therefore placed at the bottom of the wait list.

6.6 Notification of acceptance

- (a) Applicants must notify the Co-op office in writing within 24 hours of being offered a unit whether they wish to accept the unit. If they fail to do so, they will be considered to have refused the unit. Applicants will be informed by staff of their obligations and time restraint.
- (b) When a household accepts a unit, they must come into the office and sign an Acceptance of Unit form and an Occupancy Agreement. This should be done within 36 hours (business days only), but can be postponed by Co-op staff for a legitimate reason (i.e. updated financial review needed, credit check completed).
- (c) If the household does not, within 24 hours, inform the Co-op office that it accepts the unit and (subject to subsection (b) immediately above) signs the Occupancy Agreement, it will be considered to have refused the unit.
- (d) If a household on the External Waiting List accepts a unit that has been offered to them, they will not be required to take occupancy and start paying the housing charges for at least one full calendar month from the date they were first offered the unit. If the unit is vacant earlier, the household must make all reasonable efforts to move in and start paying the housing charges earlier, if it can be done without financial hardship to them.

6.7 Deposits and charges

- (a) The Occupancy Agreement between the Co-op and the member sets out the charges to members.
- (b) The applicant must pay the monthly housing charge beginning on the date specified in the Occupancy Agreement or on the date the member gets the keys to the unit, whichever is earlier.
- (c) A Member Deposit equal to the current housing charge for the unit is due prior to

occupancy for all households paying a market value housing charge. The Co-op may allow the household to pay the Member Deposit at another time (The household must sign a Payment Agreement in this case).

The Member Deposit may be returned after the household has vacated the unit and met all of the requirements regarding vacating a unit that are in the Co-op's Occupancy By-law. The Co-op does not pay interest on the Member Deposit.

7. NO LIABILITY

7.1 No liability

- (a) Anything in the Co-op's by-laws or policies, or any commitment made by anyone that is not authorized by Residents' Council will not create any liability for the Co-op.

The Co-op will not be liable to anyone for:

- any error, omission, or mistake concerning the waiting lists
- the allocation of units
- the failure to allocate units

- (b) The provisions of the Co-op's by-laws and policies are for the benefit of the Co-op and its members. They do not create any rights in favour of non-members. Anyone who is accepted for membership will have no right to make any claim respecting any breach of this policy or any of the other Co-op policies or by-laws.

- (c) The Co-op will in no case have any liability if a unit is not available for occupancy on a date notified or agreed to with anyone because of failure of the prior occupant to vacate or need for repairs or maintenance work.

7.2 Matters not addressed in Policy

Residents' Council will decide anything relating to membership approval and waiting lists not set out in the Policy or the Co-op's other Policies or By-laws.

Certified to be a true copy of the Membership Policy of Bain Apartments Co-operative Incorporated
passed by Residents' Council at a meeting held on

Approved by Residents' Council on _____

Secretary of Residents' Council

SCHEDULE A

Sample Application Form

Hello to our prospective new members,

Thank you for your interest in becoming a member of the Bain Co-op community.

Please read everything carefully. Incomplete applications will be returned to you and will not be considered until it is submitted as complete.

There are several steps to complete to assist us in evaluating your request for membership.

First, you must attend a Membership Orientation session for Bain Apartments Co-op facilitated by the Membership Committee. We want to make sure the fit is right – for you and for the Bain Co-op – and to ensure you have a solid understanding of co-op living. **If you submit an application without indicating the date you attended orientation, it will not be accepted.**

Second, there is the application itself. The following application asks for a great deal of information and will take some time to complete. We do require that all applicable fields (other than SIN, which is optional) be filled in. The Bain Co-operative does a credit check, landlord check, employment check, and reference check on each applicant. Please include proof of household income (cheque stubs, or a letter from employer, or [only if you are retired or self-employed] a Notice of Assessment and 12 months of bank statements). **A non-refundable application fee of \$20 must also accompany the application.**

In accordance with the *Personal Information Protection and Electronic Documents Act* (“PIPEDA”), please note that all personal information provided is kept strictly confidential and is used by the Bain Co-op only in evaluating and expediting your request for membership.

Please keep in mind that the Bain Co-op has a policy regarding household size when making your choice for the desired size of unit. The basic rule is no more than two people per bedroom and no less than one person per bedroom. For example, a single applicant may apply for a one-bedroom unit, but NOT a two-bedroom unit. If your household size changes, it may mean you are eligible for a different sized unit. A list of the types of units and their associated housing charge can be found on our website. **The Co-op has some Designated Tobacco Smoke Free Units.**

If you are recommended for potential membership by Residents’ Council, you will be placed on our waiting list. Your place on the waiting list is determined by the date by which the Co-op received your complete application, not by date of the orientation attended. Membership is confirmed when you sign the Occupancy Agreement and move into a unit. We may ask for updated financial information upon the occasion of your acceptance of a unit. We suggest you keep a copy of the completed application for your own records.

Please notify us immediately in writing if any contact information on the application changes. If we are unable to contact you, we will assume you are no longer interested in the Bain Apartments Co-operative and withdraw your application. Since we do not maintain inactive files, your application and accompanying documentation will be disposed of in a secure manner.

If you have any questions about this application or require any clarification, please call 416.466.2186 x101 or email admin@100bain.com. Please see our website at www.bainco-op.ca for further information.

Thank you



bain apartments co-operative incorporated

DATE OF ORIENTATION ATTENDED: _____

For office use only Received by _____

Date Received _____

Application Number _____

Approved (YYYYMMDD) _____

Membership Application

CONFIDENTIAL

SECTION 1 – Personal and Household Information – please fill in all applicable fields.

Applicant A

Last Name		First Name	
Middle Name		Suffix (Sr, II)	
SIN (optional)		Birth Date YYYYMMDD	
Street No		Street Name, apt #	
City		Province	
Postal Code		Driver's Licence	
Phone		Work Phone	
E-mail address			
Current Rent		Includes Utilities Yes <input type="checkbox"/> No <input type="checkbox"/>	
Current Landlord		Phone	
How long at this address?		Reason for Leaving	
May we contact your current landlord for a reference? Yes <input type="checkbox"/> No <input type="checkbox"/> Why not?			
Check all that apply:			
<input type="checkbox"/> I am a Canadian Citizen; <input type="checkbox"/> I am a Landed Immigrant <input type="checkbox"/> I have made an application for status as a permanent resident under the Immigration and Refugee Protection Act (Canada) OR <input type="checkbox"/> I have made a claim for refugee protection under the Immigration and Refugee Protection Act (Canada)			
<input type="checkbox"/> No removal order has become enforceable under the Immigration and Refugee Protection Act (Canada) against any member or child of this application			
<input type="checkbox"/> No member of the household owes money to another social housing provider in Ontario			
<input type="checkbox"/> No household member has convictions for rent-geared-to-income fraud or misrepresentation			

Applicant B

Last Name		First Name	
Middle Name		Suffix (Sr, II)	
SIN (optional)		Birth Date	
Street No		Street Name, apt #	
City		Province	
Postal Code		Drivers Licence	
Phone		Work Phone	
E-mail address			
Current Rent		Includes Utilities	Yes <input type="checkbox"/> No <input type="checkbox"/>
Current Landlord		Phone	
How long at this address?		Reason for Leaving	
May we use your current landlord as a reference? Yes <input type="checkbox"/> No <input type="checkbox"/> Why not?			
Check all that apply:			
<input type="checkbox"/> I am a Canadian Citizen; <input type="checkbox"/> I am a Landed Immigrant <input type="checkbox"/> I have made an application for status as a permanent resident under the Immigration and Refugee Protection Act (Canada) <u>OR</u> <input type="checkbox"/> I have made a claim for refugee protection under the Immigration and Refugee Protection Act (Canada)			
<input type="checkbox"/> No removal order has become enforceable under the Immigration and Refugee Protection Act (Canada) against any member or child of this application			
<input type="checkbox"/> No member of the household owes money to another social housing provider in Ontario			
<input type="checkbox"/> No household member has convictions for rent-geared-to-income fraud or misrepresentation			

(Please add pages for additional applicants)

Former Address – Applicant A			
Street No		Street Name, apt #	
City		Province	
Postal Code			
Monthly Rent		Includes Utilities	Yes <input type="checkbox"/> No <input type="checkbox"/>
How long at this address?		Reason for Leaving	

Former Address – Applicant B			
Street No		Street Name, apt #	
City		Province	
Postal Code			
Monthly Rent		Includes Utilities	Yes No
How long at this address?		Reason for Leaving	

Please complete the following for all persons that will be sharing the premises other than the applicant(s).
Note that all persons 16 years of age and over at the time of application must apply for membership.

Surname	Given Name(s)	Birth Date	Relationship to Applicant(s)

☐ **Size of unit requested? (2 choices only)** 1B ☐ 1D ☐ 2B ☐ 2D ☐ 2BH ☐ 3B ☐ 4B ☐

(B is bedroom and D is with dining room – i.e. 1B, one bedroom - 1D, one bedroom with dining room, BH is two-bedroom townhouse.) Note that unit size must provide no more than one bedroom per person.

How much notice are you required to give to move from your current address? _____

Would you prefer a designated tobacco-smoke-free unit? Yes ☐ No ☐
If yes, please read by-law #35 attached to this application.

Would you accept a designated tobacco-smoke-free unit? Yes ☐ No ☐
If yes, please read by-law #35 attached to this application.

Would you prefer a smoking-optional unit? Yes ☐ No ☐

Would you accept a smoking-optional unit? Yes ☐ No ☐

Would you be able to arrange to move on short notice? _____

When are you looking to move? _____

Are you looking for long-term housing? Yes ☐ No ☐ _____

Will this be your primary address? Yes ☐ No ☐ _____

The Co-op Pet By-law requires that all pets be spayed or neutered and allows no more than two outdoor pets per unit. Do you have pets? If yes, what kind and how many? No ☐ Yes ☐ _____

Do you require parking? No ☐ Yes ☐

SECTION 2 – Financial and Employment Information

Applicants are required to submit pay stubs for the last three months with this application as income verification. If that is not possible than one of the following must be submitted in their place: Letter from employer confirming length of employment and salary; receipts and/or 12 consecutive months of bank statements and a Notice of Assessment if self-employed.

Current Employment	Applicant A	Applicant B
Occupation		
Employer		
Telephone		
Gross Monthly Income		
Length of Time Employed		

Other source(s) of income (*List source and amount or indicate source of income if not presently employed, i.e. Social Assistance, Employment Insurance, Self-Employment, Student Fellowships etc.*)

Applicant A	Source	Amount
Applicant B		

Previous Employment	Applicant A	Applicant B
Occupation		
Employer		
Telephone		
Gross Monthly Income		
Length of time employed		

While 50% of the Co-op is designated as “Rent Geared to Income” as part of our commitment to reasonable access to affordable housing, this allotment is completely filled and the Co-op has an extensive existing waiting list. You will therefore be required to pay the full housing charge for your unit. There are no subsidies available through the Co-op.

The first month’s housing charge and a member deposit equal to the first month’s housing charge will be due in full when you sign the Occupancy Agreement. Full housing charges are due on time and in full by 12:00PM on the first day of the month. There will be a charge applied for late payment and there are penalties and procedures in place for consistent late or non-payment. Any changes that might occur in housing charges will take effect as of February 1. Increases in housing charges begin February 1st of each year regardless of date of occupancy. Increases are determined by the members under the guidance of the Finance Committee and Residents Council.

Do you have any concerns about these guidelines?

Yes ☐ _____ No ☐

Do you have any concerns about the housing charge you will be required to pay? (See attached for housing charges by unit list.)

No ☐ Yes ☐ _____

References – Please give your bank or Credit Union and three other references (non-relatives). Please list name and telephone numbers for all references.

Reference	Applicant	Co-applicant
Bank/Credit Union		
	Telephone	Telephone
Reference 1	Name	Name
	Telephone	Telephone
Reference 2	Name	Name
	Telephone	Telephone
Reference 3	Name	Name
	Telephone	Telephone

SECTION 3 Participation and General Information

How did you hear about the Bain Apartments Co-operative?

Have you ever been involved with any other co-ops? If yes, please give details. No ☐ Yes ☐

What do you think are the advantages of co-op living? What do you think are the disadvantages?
Please give your impressions even if you do not have prior experience with co-op living.

Describe your experience with community, volunteer and/or non-profit groups. Please be specific and give as much detail of your involvement as possible.

What interests, skills, hobbies or talents are you willing to share that may benefit the co-op?

All members are expected to participate in some aspect of the Co-op's operation and management. There are a number of Committees that enable the Co-op to exist and function properly. In order for the Bain to remain successful, it is crucial that Committees, or more specifically, members who give some of their time to Committees, continue to participate as fully as possible. Our Committees are:

Residents' Council	Courtyard Representatives	Personnel Committee
Membership Committee	Member Relations Committee	Bylaws and Policies Committee
Finance Committee	Community Centre Committee	Property Committee

In addition, there are many other opportunities for volunteers: special events such as the annual street festival, book fairs, the clothing exchange, courtyard gardening and various subcommittees. In which Co-op committee or volunteer area do you see yourself being most effective?

The Bain operates on the principle of open membership. Our members include people of many ethnic, religious, social and economic backgrounds. We are of different cultural and racial backgrounds and differing sexual orientation. Please tell us how you feel about the principle of open membership.

At the Bain, we live in close quarters and the units are not as insulated as apartment buildings are. You *will* hear the day-to-day noises of family living – you may have a unit with both children and pets living above you. You might also have a smoker living above or below you. Given this, please describe your ideal neighbour. Are there any types of people that you would most prefer to live near? That you would not feel comfortable living near?

I/We understand that only members of the Bain Apartments Co-operative Inc. may occupy a housing unit and I/we hereby apply for membership in the Co-operative.

I/We understand that this application must be accompanied by the following:

- ✓ **a non-refundable application fee of \$20.00**
- ✓ **income verification for each member of the household who receives an income: letter from employer confirming length of employment and salary or pay stubs for the last three months. If self-employed: receipts and/or 12 consecutive months of bank statements and a Notice of Assessment.**
- ✓ **proof of Canadian status (legal residency in Canada): birth certificate; passport; a permanent resident card; a protected person status document; or a temporary resident permit**

I/We understand that the Bain Apartments Co-operative Inc. is formed for the purpose of providing affordable housing to its members and that membership includes the responsibility to participate in the management and maintenance of the Co-operative.

I/We confirm that I/We have read By-law 35 and will sign Schedule A if I/We accept a unit that is Designated Tobacco-Smoke-Free.

I/We understand that all members of our household 16 years of age and over are included in this application and are applying for membership. All applicant(s) will be charged a membership fee of \$2.00 upon moving in.

I/We declare that all the information in this application is correct and hereby authorize the Co-operative to verify, and maintain on file as long as required, any or all of the information collected herein and perform a credit and reference check at the discretion of the Co-operative.

Applicant(s) please sign and date where indicated below.

Signature

Date

SCHEDULE B

External & Internal Membership Approval and Relocation Process

External Membership Process: from Application to Move-In

1. External applicants must attend an orientation before submitting an application and provide proof of completion on their application (as discussed in the orientation)
2. Administrative Assistant receives and processes completed application. This includes:
 - a. Date-stamp and assign an application number and confirm receipt of application by email or letter, add application to Office Report
 - b. calculate applicant's financials (request a guarantor if the Bain housing charge is more than 35% of an applicant's income)
 - c. call a previous landlord for a reference
 - d. If information is missing on the application form itself, or any supporting documents are missing, the application is sent back to the applicant for completion.
 - e. Enter application into HMWorx
3. Once an application is complete (applicant has attended an orientation, all documents received and reviewed, financials appropriate, satisfactory guarantor provided if necessary), Administrative Assistant writes memo to be included on next Residents' Council agenda that names applicants to be reviewed by Council for approval. The Membership Committee may forward to RC any comments they may have about applicants along with confirmation of their attendance at the orientation. RC approves or declines applicants.
4. Administrative Assistant is notified of RC approved and declined applicants and completes their application process by:
 - a. recording approval date on their application
 - b. changing their status in HMWorx to "Approved Applicant", and
 - c. informing the applicant by letter or email that they have been approved for membership and placed on the requested wait list(s); they are also informed that the internal wait lists are consulted before the external wait lists are contacted.
 - d. If RC declines an applicant, the Administrative Assistant sends a letter on their behalf outlining their options re: appeal or review
5. Once a unit becomes available, a "Unit Coming Available" form is completed by the office and a move-in ready date is set by the Maintenance Supervisor. If members on the internal wait list do not want the available unit, the first several external applicants on the corresponding wait list is contacted by the office and a viewing is arranged.
 - a. If an external applicant is offered and declines three units, their application is withdrawn and they are removed from the wait list(s).
6. Once the external applicant views and accepts a unit and signs an "Acceptance of Unit" form, the Admin Assistant:
 - a. performs a credit check within two business days

- b. Writes an Occupancy Agreement for the new prospective member
- c. The applicant has 72 hours from signing the Acceptance of Unit form to provide updated financial information and/or an appropriate guarantor and come into the office to sign the Occupancy Agreement, pay their first month's housing charge and Member Deposit – **only at this time do they officially become a Member**

Internal Membership Process

1. First of all, a non-member resident may only apply for membership if they have been a registered long-term guest of a Bain household for at least 6 months or is a child of a Bain member living at home with their member parent(s)/guardian(s), and have attended an orientation.
2. An Internal Membership application must be submitted with proof of residency, proof of attendance at an orientation, and (for long-term guests) consent for a credit check to be performed. Once it is received completed, it is date-stamped and an application number is assigned.
3. The applicant is then included on the memo of applicants to be reviewed for RC approval.
4. Once approved, the applicant is informed via a letter dropped off in the unit mail box stating the next steps to complete their membership process. If declined, the applicant is informed in writing of their options re: appeal.
5. The Administrative Assistant creates a new Occupancy Agreement that includes the applicant as a member – ALL MEMBERS AND NON-MEMBER RESIDENTS OF THE HOUSEHOLD MUST SIGN THE NEW OCCUPANCY AGREEMENT FOR THE MEMBERSHIP OF THE APPLICANT TO BE VALID
6. The applicant must also sign a Membership form and pay a \$2 membership fee.
7. Only when all the documents are signed by all necessary parties is the membership of the applicant started. The Admin Assistant should then change the applicant's status in HMWorx to "Member" and include the correct membership start date. All internal applicants, once membership has officially started, must remain in their current unit for 12 months before they are eligible to apply for relocation into their own unit (This timeframe does not apply if the entire household relocates together).

Internal Relocation Process: from Application to Move-In

1. An Internal Relocation application must be submitted with proof of residency. Once it is received completed, it is date-stamped and an application number is assigned.
2. Admin assistant ensures that the member has been a co-op member and resident of their current unit for at least 12 months and asks for income verification and/or a guarantor if the member is up-sizing or moving out into their own unit from a family household (if the household as a whole is downsizing or receiving subsidy, then income verification is not needed).
3. Admin assistant begins a Relocation Report Form which requires signatures from the General Manager, Maintenance Supervisor, Financial Assistant, and Admin assistant (regarding any financials that were reviewed).
4. Admin Assistant performs a mini-inspection of the unit to ensure it is rentable and in

reasonable condition. Applications may be placed on hold if the condition of the unit is deemed unrentable due to damage, pest control issues, or lack of cleanliness.

5. Once all above paperwork is completed and cleared, the application is included at the next Residents' Council meeting.
6. Once the application is approved by RC, the Admin Assistant informs the member via letter dropped in their unit mailbox and changes their status in HMWorx to "IA" = "Internal Applicant" which puts them on the internal waitlist for their requested unit size. The application's spot on the waitlist is determined first by priority status, and then by date of submission.
7. Once a unit becomes available, a "Unit Coming available" form is completed by the office and a move-in ready date is set by the Maintenance Supervisor.
8. The top applicant on the corresponding wait list is contacted by the office and a viewing is arranged or declined. A member on the internal list may decline three offered units before they are moved to the bottom of the list. If a member is granted Emergency or Medical Priority, they must accept the first unit offered, or they will lose their priority status (with an option to appeal in writing within five days of the refusal).
9. Once the internal applicant views and accepts a unit (they will be provided with a form which they must sign to formally accept the offer), the Admin Assistant:
 - a. Writes a new Occupancy Agreement for the member's new unit
 - b. Has the member sign the new OA and pay their first month's housing charge and the top up of their Member's deposit (a statement of which can be obtained by the financial assistant)
 - c. If an applicant is leaving a household, a new Occupancy Agreement must be created for the remaining household
 - d. Sets up a move-in in HMWorx

Orientation Material and Sign-in Sheet and/or Quiz or Form? This material is currently in progress.



bain apartments co-operative incorporated

*To amend this application at any time, please contact
the Office Administrator at admin@100bain.com,
or call 416-466-2186 ext. 101*

SCHEDULE D

APPLICATION FOR RELOCATION

Please note that a Member MUST be in good standing to apply for relocation. Members who are in arrears CANNOT apply for relocation unless downsizing. Please provide proof of address along with this application in the form of one of the following: driver's licence, government issued ID, OR a Notice of Assessment.

DATE RECEIVED: _____

APPLICATION #: _____

NAME (print): _____
(Last Name) (First Name)

CURRENT UNIT: _____

PHONE 1: _____

PHONE 2: _____

HAS THIS UNIT BEEN DESIGNATED TOBACCO SMOKE FREE? YES _____ NO _____

OTHER PERSONS WHO WILL RESIDE IN UNIT: (Please inform us if any members will remain in current unit)

NAME	Relation to Applicant	BIRTHDATE	Are they a Co-Op Member? Y/N

SIZE OF UNIT REQUESTED: (Please check two options only)

Note: Appropriate unit size is based on a minimum of 1 person and maximum of 2 people per bedroom.

- ☐ one-bedroom
- ☐ one-bedroom plus dining room
- ☐ two-bedroom
- ☐ two-bedroom plus dining room
- ☐ two-bedroom townhouse
- ☐ three-bedroom
- ☐ four-bedroom

FOR WHEN: _____

**REQUEST FOR RELOCATION TO A SPECIFIC
COURTYARD (add name of courtyard, applicable to
STANDARD Relocations ONLY)**

NOTE: The more specific the request for a standard relocation, the longer the wait time.

REASON FOR RELOCATION REQUEST (e.g. medical reason, emergency, standard request):

Would you prefer a designated tobacco-smoke-free unit? YES ____ NO ____
If yes, read By-Law 35 attached to this application

Would you accept a designated tobacco-smoke-free unit? YES ____ NO ____
If yes, read By-Law 35 attached to this application

Would you prefer a smoking optional unit? YES ____ NO ____
Would you accept a smoking optional unit? YES ____ NO ____

LENGTH OF RESIDENCY AT CURRENT UNIT: ____ Yrs. ____ Mos.
IN THE CO-OP: ____ Yrs. ____ Mos.

HAVE YOU RELOCATED WITHIN THE CO-OP BEFORE? YES ____ NO ____
PROVIDE DETAILS (where, when, reasons): _____

*PLEASE NOTE THAT A UNIT INSPECTION WILL BE DONE BEFORE A DECISION IS
MADE ABOUT YOUR RELOCATION APPLICATION.*

**If you are requesting a larger unit, or if this is your first unit, a review of your
household income will also be done. Please provide the following:**

Income verification for each person in the household who receives an income.

Income verification includes:

A letter from your employer stating your salary, OR

The last three consecutive months of pay stubs, OR

A Notice of Assessment PLUS 12 months of consecutive bank statements

**Please note: Members who receive rent supplement are not required to undergo a review of
household income when applying for relocation.**

Are you presently in receipt of rent supplement? YES ____
NO ____

Will you require rent supplement in the unit requested? YES ____
NO ____

PARTICIPATION: Provide a list of activities, committees, volunteer
time, which you have contributed to the Co-op, particularly within the
past two years:

MEMBER'S SIGNATURE: _____

MEMBER'S SIGNATURE: _____

DATE: _____

INTERNAL MEMBERSHIP APPLICATION

This form is for the use of people who are living at Bain Co-op who are children of Co-op members or who have been registered long-term guests for at least six months. Applicants must be at least 16 years old, and must sign the Occupancy Agreement for their current unit. Applicants must also provide proof of residency in the form of either a driver's licence, government issued ID, or their most recent Notice of Assessment. Applicants who are registered long-term guests must also consent to and complete a credit check.

Please note that all information you provide is strictly for the use of the Co-op in evaluating your request for membership and will be kept confidential. If you would like clarification on any of the questions you may call the Co-op office or discuss your concerns with the Membership Committee's interviewing team.

1. PERSONAL INFORMATION (Please print clearly)

Name: _____
Unit #: _____ Date of Birth: _____
Telephone: (h) _____ (w) _____ (c) _____
Previous Address: _____

2. HOUSEHOLD INFORMATION

Please give the names of all other adult members of your household and their relationship to you.

NAME	RELATIONSHIP TO APPLICANT

3. GENERAL INFORMATION

A. How long have you lived at the Bain Co-op? _____

B. Why do you want to become a member of the Bain Co-op?

C. Have you ever been involved with any other Co-op(s)? Give details.

D. Are you now, or have you ever been, a member of any other volunteer organizations such as community groups, service clubs, trade unions, etc.? Give details.

E. What contribution have you made to the Bain Community since you have been living here?

F. What contribution do you expect to make to the Bain Community as a member?

G. The Bain operates on the principle of open membership. Our members include people of many ethnic, religious, social and economic backgrounds. We are of different cultural and racial backgrounds and differing sexual orientation. Please tell us how you feel about the principle of open membership:

1. I intend to remain in the unit where I currently reside.
2. I intend to apply for my own unit after I have been a member for one year

Current Source of Income _____ Occupation _____

***If you choose to apply for a unit after one year, you must fill out a relocation application and provide financial information.**

I understand that the Bain Apartments Co-operative Inc. was formed for the purposes of providing housing at cost to its members, and that membership includes the responsibility to participate in the management and maintenance of the Co-op.

I understand that a Membership Fee of \$2.00 is required upon membership approval.

I declare that all the information in this application is correct and hereby authorize the Co-operative to verify any of the information contained herein.

Signed: _____

Dated: _____

STATEMENT OF SUPPORT BY CO-HOUSEHOLD MEMBERS OF BAIN

I/We have read the application made by _____ who is a member of my/our household and wishes to become a full member of Bain Co-op. I/We understand that the applicant will need to sign the Occupancy Agreement for this unit in order to become a member. I/We believe the information provided is complete and accurate and support the application.

SIGNED: _____

SIGNED: _____

DATED: _____

DATED: _____

SCHEDULE E

Forms in use for process available in the Bain Office (forms may change in design and content if necessary)

**Form A Patient Information Form for Internal Relocation
applicants requesting medical priority**

PATIENT INFORMATION FORM

RE: MEDICAL NEEDS RELATED TO UNIT SIZE OR LOCATION

Name of patient _____

Patient's address _____

NOTICE TO PHYSICIAN

Your patient has made certain requests related to medical needs. The purpose of this form is to obtain information from you. This is done only with your patient's consent. Personal health information disclosed on this form will be used only for the purpose of evaluating the household's medical needs relating to unit size or location.

If you have any questions about this form, please address them to:

Administrative Assistant
Bain Apartments Co-operative Inc.
100 Bain Ave
Toronto, Ontario M4K 1E8
Phone: 416-466-2186 ext 101 Email: admin@100bain.com

This section to be completed and signed by the patient.

I consent to my doctor disclosing the personal health information requested on this form to Bain Apartments Co-operative Inc. for the purposes identified on this form.

Signature of patient/guardian _____

Date _____

BACKGROUND INFORMATION

Bain Apartments Co-operative provides housing to its members on a four-block property in Riverdale. Housing is provided on a non-profit co-operative basis, with a volunteer resident board of directors.

Continued next page

This section to be completed and signed by the patient's doctor.

Doctor's Name _____

(PLEASE PRINT)

Address _____

Phone _____

Your patient lives in a unit that they believe is not as well suited to their health or medical needs as another unit on our site could be, OR they wish to remain in a unit of a larger size than usually allowed. If the need for a more suitable unit is urgent, a member may apply for medical priority for relocation. We require confirmation of this urgent need from a healthcare provider via this form. Please indicate below what your patient wishes to request, and the medical reason for the request

1. Please check all that apply and list the medical reason(s) why the request was made:
 - ☐ Lower/ground floor unit (It is important to note that EVERY unit on our site has stairs. Lower units have less stairs to access main living areas)
 - ☐ Requirement for **or to remain in** a larger unit than usually allowed (usual allowance: minimum one person per bedroom, maximum two people per bedroom).
 - ☐ Designated non-smoking unit
 - ☐ Other: _____
2. Please briefly describe the medical reason for this request (if the second box above is checked, please be specific about why the patient needs extra space):

3. What is the expected duration of the medical condition or disability referred to in Question 2?

4. How long has this patient been under your care for the medical condition or disability referred to in Question 2?

Continued next page

5. Do you have any other comments or recommendations?

DOCTOR'S SIGNATURE

I certify that I have read and considered all three pages of this form and that the information I have provided represents my best professional judgement and is true and correct to the best of my knowledge.

Date

Signature

**Approved by Residents' Council on February 12, 2019*

Acceptance of Unit

The Canada Mortgage Housing Corporation requires that Co-operatives follow ingoing income guidelines for external applicants (\$81,400 in 2019). In the event that your combined household income exceeds the Annual CMHC Ingoing Income Guidelines, you will be ineligible for membership at Bain Apartments Co-operative. **Updated proof of income must be provided to the Bain office within 3 business days of signing this Acceptance of Unit.**

Today's Date: _____ Unit Address: _____ Upper/lower unit (circle as appropriate)

Current Market Housing Charge: _____

Name of Member(s) Moving Out: _____

Name of Person(s) Moving In: _____

Move out date: _____

Move in date: _____

Is this Unit a Tobacco Smoke-Free Designated Unit? Yes _____ No _____

If unit is designated as smoke-free:

I /We have read the No Tobacco Smoking By-Law #35 and will sign Schedule A upon accepting a Smoke Free Designated Unit.

The new occupants would like the following dark walls in the following areas to be fully primed by the departing member before the move-in date:

Kitchen _____

Bathroom _____

Bedroom 1 _____ Bedroom 2 _____ Bedroom 3 _____ Bedroom 4 _____ Living Room _____ Dining Room _____

Solarium _____

Other (specify) _____

The departing occupant is responsible for priming or arranging to prime any or all of the above spaces.
Failure to do so will result in a charge of current market value of labour and materials.

New occupants must arrange with the Office by email at admin@100bain.com, or by phone to arrange to sign the Occupancy Agreement and, *when applicable, Schedule A of the No Tobacco Smoking By-Law #35.*

Signed: Co-op Representative _____

Member(s) Moving Out _____

Person(s) Moving In _____

External Applicants: Please note that this Acceptance of Unit form is conditional upon a satisfactory credit check being obtained by Bain Apartments Co-operative within 3 business days. You also must provide updated financials (for yourself or an appropriate guarantor if necessary) within 3 business days.

Form C Spot on Waitlist Form

RE: Request for wait list information

Dear Member or Applicant,

The Co-op will provide the information below to internal and external applicants upon receipt of a written request for their place on the waitlist(s).

Internal

This letter is in response to your request for information regarding your place on the external waiting list(s):

You are currently No. _____ on the following list _____

You are currently No. _____ on the following list _____

Please note that your place on the waiting list does not guarantee that you will be offered a unit based on this order as it does not reflect future situations where priority status for members due to medical or other emergencies may take precedence.

External

This letter is in response to your request for information regarding your place on the external waiting list(s):

You are currently No. _____ on the following list _____

You are currently No. _____ on the following list _____

Please note that applicants on the external waiting list will be contacted to view an available unit based on their place on corresponding list *after* co-op members on the internal waitlist have been offered the unit.

Form D Guarantor Form

BAIN APARTMENTS CO-OPERATIVE INCORPORATED INSTRUCTIONS FOR GUARANTORS FOR MARKET APPLICANTS

Applicants for occupancy and membership in the Co-operative who do not qualify for a market unit, may qualify by providing a guarantor. If the applicant is attempting to qualify by providing a guarantor, a complete guarantor form must accompany the applicant form. The application will be returned to the applicant as incomplete if the information noted below in bold is not provided on the guarantor form or the required documents are not provided.

Guarantors must be legal residents of Ontario and keep Bain Apartments Co-operative Incorporated informed of their current address and phone number.

Please fill in the Guarantee but excluding the address and the Housing Charge of the Bain Apartments Co-operative Incorporated unit.

The guarantor must provide income verification along with the application (see attached form, to be completed by the guarantor). The income verification requirements are the same as those noted on the Application for Market Rent Accommodation.

The guarantor must provide income verification along with the application. Housing costs are the rent or mortgage payments, plus taxes. Rent verification must indicate whether the utilities are included or not. Income verification includes a letter from the guarantor's employer confirming wages, hours and gross income or the last three months of paystubs or a notice of assessment and 12 months of consecutive bank statements.

The guarantor's housing costs, plus the rent of the prospective Bain Apartments Co-operative Incorporated unit must be less than 35% of the guarantor's income.

The guarantor must indicate on the form whether they have sought independent legal advice. If adults will be sharing a unit and a guarantor is required, each adult without a rental history of paying the full market rent will require a guarantor. Adults with a rental history must still have the same income as they had during the qualifying rental history period.

Bain Apartments Co-operative Incorporated may do a rent check and/or credit check of the guarantor. If either is unsatisfactory, Bain Apartments Co-operative Incorporated may not accept the guarantor. This process requires a \$20 processing fee.

The guarantee remains in force for the life of the Occupancy Agreement or until revoked by mutual agreement of the guarantor, the Applicant and Bain Apartments Co-operative Incorporated. Note, however, that if the Occupancy Agreement is terminated and the Applicant ceases to be a member of Bain Apartments Co-operative Incorporated or ceases to live at Bain Apartments Co-operative Incorporated and there is money that the Applicant still owes to Bain Apartments Co-operative Incorporated, then the Guarantee will remain in force until those amounts are paid in full.

Continued next page

GUARANTEE

To: Bain Apartments Co-operative Incorporated (the **Co-operative**)

Subject: Bain Apartments Co-operative Incorporated occupancy agreement (referred to in this Guarantee as the **Occupancy Agreement**) with: _____ (Print Full name of Applicant who is applying for occupancy and membership in the Co-operative upon move-in), hereinafter referred to as the Applicant, who has applied to live in a _____ bedroom unit at a maximum current housing charge of \$_____per month.

Address: Apt. _____ at _____

For good and valuable consideration, including the Co-operative entering into the Occupancy Agreement referred to above, the receipt and sufficiency of which are acknowledged by me, I agree with the Co-operative as follows:

1. I absolutely and unconditionally guarantee the payment to the Co-operative of all amounts, including any arrears of amounts owing (together referred to as the **Housing Charge**), which are now or which shall at any time in the future be due to the Co-operative from the Applicant by the terms of the Occupancy Agreement or any extension or replacement of the Occupancy Agreement or that arise out of or are in any way related to the Applicant's occupation of the housing unit or of any other dwelling unit in the Co-operative in which the Applicant hereafter obtains occupancy rights.
2. I further agree and acknowledge that, although as between the Applicant and me I am only surety for the payment by the Applicant of the moneys hereby guaranteed, as between the Co-operative and me I shall be considered as primarily liable for the Housing Charge.
3. I acknowledge and agree that, as of the date of this Guarantee, the address of the unit in which the Applicant shall have occupancy rights is not known and has therefore not been inserted above next to the heading "Address:" Notwithstanding that fact, I acknowledge and agree that this Guarantee is valid and enforceable and I hereby irrevocably appoint and authorize the Co-operative to act as my attorney for the purpose of inserting the missing information next to the heading "Address:" as soon as this information is available and to provide me with a copy.
4. The Guarantee shall continue to apply even if there is an increase in the current Housing Charge of \$_____per month which the Applicant shall be required to pay because the Co-operative has raised the Housing Charge. The Co-operative will provide me with a copy of the notice of increase upon the consent of the Applicant.
5. I further agree and acknowledge that no indulgence shown by the Co-operative in respect of any default by the Applicant which may arise under the Occupancy Agreement, and that no extension or extensions granted by the Co-operative to the Applicant for payment of the Housing Charge or part of the Housing Charge, nor any variation in or departure from the provisions of Occupancy Agreement nor any dealings between the Applicant and the Co-operative nor any release of the Applicant or any other thing whatsoever whereby I, as surety only, would or might have been released shall in any way change or affect the liability that I in any way have under this Guarantee.
6. I also understand and agree that the Co-operative may alter the terms of the membership or occupancy of the Applicant, may grant extensions of time or other indulgences, and otherwise deal with the Applicant as it may see fit, without giving any notice to me of such changes, without in any way limiting or lessening my liability under this Guarantee.

Continued next page

7. I also agree and acknowledge that my liability under this Guarantee shall continue and be binding on me for so long as the Applicant is a member of the Co-operative, and as well after as before default and after as before the termination of the Occupancy Agreement and of the Applicant's membership and occupancy rights, until all of the Housing Charge that is due and owing from time to time and at any time is fully paid and satisfied.

8. The Co-operative shall not be required to start or to complete any legal proceedings against the Applicant to recover the Housing Charge, including any arrears of the Housing Charge, nor will the Co-operative be obligated to exhaust its recourse against the Applicant under any other security that the Applicant may have given or will give to the Co-operative in the future, before being entitled to payment from me of all amounts hereby guaranteed.

9. I acknowledge and agree that any payment that I make of any money under this Guarantee will not be taken to affect the liability of the Applicant for payment of the Housing Charge, and I agree that I shall not be entitled in any event to rank for payment on account of the Housing Charge in competition with the Co-operative unless and until the whole of the Housing Charge due and owing from time to time, and at any time, and irrespective of when such Housing Charge becomes due and owing from the Applicant to the Co-operative, shall have been paid.

10. I understand that legal proceedings, including court action, may be initiated against me in order to collect any payments due under this Guarantee.

11. For the purpose of any notices to me under this Guarantee, my contact information is as follows:

a. My home address is: _____

b. My home telephone number is: _____

I agree to provide the Co-operative notice in writing of the following information in a timely fashion, from time to time: (a) my future home address, if I should move; and (b) my future home telephone number, if I should move.

12. All notices to me from the Co-operative shall be given in writing and shall be delivered personally or mailed by prepaid regular mail. Any such notice shall be conclusively considered to have been given and received on the day on which it is delivered, if personally delivered to me, or if mailed, on the second business day immediately next following the date of mailing and addressed to me at the address set out above (or at such other address of which I have given notice to the Co-operative in writing). A "business day" means any day, other than a Saturday, Sunday or any other day on which the principal-chartered banks located in the City of Toronto are not open for business during normal banking hours.

13. I hereby authorize the Co-operative to conduct a credit check of me in order to verify my creditworthiness and to confirm such other information as I have given to the Co-operative in connection with my signing this Guarantee.

My birthdate is: (YYYYMMDD)_____ and I have enclosed \$20 as a processing fee.

14. I acknowledge and agree that all of the agreement, liabilities and obligations that I have made and undertaken in this Guarantee shall be equally binding upon me and my heirs, executors, administrators and assigns.

Continued next page

15. I am fully aware that this Guarantee provides no direct benefit to me and it exposes me to personal risk.

16. I am at least eighteen (18) years of age.

17. I acknowledge that I have been given a copy of the Co-operative's form of Occupancy Agreement, which has been or will be used in connection with the Applicant becoming a member in the Co-operative and obtaining occupancy rights in a unit in the Co-operative, as well as related documents, and that I have read them and confirm that I understand them.

18. I acknowledge that: a. I have been advised by the Co-operative to seek independent legal advice before signing this Guarantee. However, I fully understand the consequences of this document, including my obligations under it and the risks that this Guarantee exposes me to, and, notwithstanding the Co-operative's advice, I have chosen not to seek independent legal advice. I acknowledge and agree that by signing this document, I hereby waive my right to independent legal advice and acknowledge that I have signed this Guarantee freely, and without duress, coercion or undue influence.

b. I have obtained (optional) independent legal advice. Attached to this Guarantee is the certificate of independent legal advice that I have obtained with respect to this Guarantee.

Signature

Guarantor's Name Applicant's Name

Dated at Toronto this _____ day of _____ 20_____.

Form E Membership Fee and Confirmation Form

Membership Fee

One form is to be completed and signed by **each** co-op member in the household. \$2.00 to be paid by **each** co-op member in the household.

Name: _____

Unit Number: _____

I have been accepted for membership in the Co-op and allocated the above-named unit.

I understand that I must abide by the by-laws, policies, and procedures of the Co-op.

I understand that my membership in the Co-op is contingent upon my residence in a unit of the Co-op.

I have signed the Occupancy Agreement.

I understand that I am required to pay a one-time Membership Fee of \$2.00 with the signing of this form.

SIGNATURE: _____

DATE: _____

FEE RECEIVED BY: _____

Form F Relocation Report Form

RELOCATION REPORT FORM

APPLICANT'S NAME: _____ MEMBER FOR AT LEAST ONE YEAR?
YES NO

COMMENTS:

(Please initial your comments)

1. MAINTENANCE:

(Comments on condition of unit, rehab date)

UNIT #: _____

2. Financial Assistant:

(Comments on subsidy status, arrears, late payments, NSF's)

3. General Manager

(Comments on member relations, committee involvements, etc.)

4. Admin Assistant

(Comments regarding financials, other)

Form G Vacating Unit Inspection Report Form

VACATING UNIT INSPECTION AND DEPOSIT CHARGEBACKS

UNIT: _____

VACATE DATE: _____ DATE OF INSPECTION: _____

VACATING MEMBER(S): _____

RESULTS OF MAINTENANCE INSPECTION:

please take pictures of any below issues to submit with this form

Damages? _____

Garbage/items left behind? _____

Other issues (cleanliness, dark paint, etc)? _____

Maintenance Signature: _____

CHARGEBACKS ISSUED:

Damages: \$ _____

Garbage removal: \$ _____

Other: \$ _____ for: _____

Total: \$ _____ to be deducted from Member Deposit

Chargeback Authorized by: _____

General Manager