

# By-law No. 13

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## SUBSIDY ASSISTANCE BY-LAW AND POLICY BY-LAW

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Passed by the Board of Directors on May 24, 2018

Confirmed by the members on MAY 30, 2018

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## **Article 1 – About This By-Law**

### **1.1: Preamble**

The Co-operative has available to it limited resources that include the amount of money received from CMHC each month, in addition to the maximum number of apartments that can be subsidized (35) in accordance with our Operating Agreement with CMHC. It is the intention of the Co-operative that these resources will be applied in a manner which permits some members as well as some of those whose applications for membership have been approved, live at the Co-operative at a reduced housing charge.

## **Article 2 – Administration of Subsidy**

### **2.1: Operating Agreement**

The administration of the subsidy program will be in accordance with terms of the Agreement signed by the Co-operative and the Agency. In the event of any dispute the terms written in the Agreement will prevail.

### **2.2: Co-Ordinator to Manage Day-to-Day Operation of Subsidy**

The co-operative's Co-ordinator will be responsible for the day-to-day administration of the Subsidy Program under the supervision of the Treasurer.

## **Article 3 – Eligibility**

### **3.1: Eligibility**

Only members of the co-operative shall be eligible for subsidy assistance.

### **3.2: Other Criteria for Eligibility**

Regulations or procedures governing specific criteria for eligibility will be approved from time to time, by the Board of Directors, and distributed to the Members.

## **Article 4 – Maximum Subsidy**

### **4.1: Maximum Subsidy Allocation**

The maximum number of units that can receive subsidy assistance is capped at 35 units. To qualify for subsidy assistance, the gross household income must be less than 30% of the market rent of the apartment.

## **Article 5 – Allocation of Subsidy**

### **5.1: Annual Basis**

- a) All households will be required to apply, and reapply each year, in order to continue to receive subsidy assistance.
- b) All subsidy agreements with the Member will automatically end on March 31<sup>st</sup> of each year (end of the Co-Operative fiscal year).

### **5.2: Application Requires Income Verification**

All applications for subsidy assistance must be accompanied by appropriate documentation verifying the gross income of the household.



### **5.3: Notice to Members to Apply For Subsidy**

No later than January 1<sup>st</sup> of each year, written notification will be delivered to Members who are currently receiving subsidy assistance, stating that all subsidy applications and income verification must be received by the Co-Operative Office no later than January 25<sup>th</sup>.

### **5.4: Notice to Members Who Have Applied For Subsidy**

No later than February 1<sup>st</sup>, written notice shall be given to all applicants who applied for subsidy, on the status of their application as well as the amount of any subsidy they will receive in respect to their application.

### **5.5: Terms and Conditions of Subsidy Assistance**

The terms and conditions under which subsidy is approved must be signed by the Member and no monies will be allocated to the Member's unit until this document is signed.

### **5.6: Right of Appeal**

Any applicant who is denied subsidy assistance may appeal their decision to the Board of Directors.

## **Article 6 – Termination of Subsidy**

### **6.1: Reason for Termination of Subsidy Assistance**

Any subsidy agreement with a Member can be terminated prior to the end of the fiscal year by a resolution of the Board of Directors, for any one of the following reasons:

- Failure to follow the by-laws of the co-operative
- Failure to follow the Occupancy Agreement which they signed
- Failure to follow the Subsidy Agreement

- Presenting falsification of Income Verification
- Failure to report additional household income within 30 days of any such change.

## **Article 7 – Confidentiality**

### **7.1: Confidentiality is a Priority**

Every reasonable effort will be made to make sure the confidentiality of all Members who apply for Housing Charge Assistance is protected.

### **7.2: Confidentiality of Applicants and Agreements**

Only the Co-ordinator, Treasurer, duly appointed Auditor, representatives of CMHC and/or the Agency, and the Member(s) directly involved, will have access to a given file or its contents.

### **7.3: Loss of Confidentiality**

A Member's personal information may be revealed to the Board of Directors if the Member:

- a) Defaults on the Subsidy Agreement, or
- b) Appeals a decision made by the Co-Ordinator and/or the Treasurer

If either of the above situations occur, the Board of Directors must continue to maintain the Member's confidentiality regarding personal information.

### **7.4: Approvals**

The approval of a subsidy application is the responsibility of the Co-Ordinator and the Treasurer. In the event that the Treasurer is in receipt of housing charge subsidy, the subsidy application of the Treasurer, must be signed by 2 Members of the Board of Directors in addition to the Co-Ordinator.



**SCHEDULE "A"**  
**OVER AND UNDER HOUSING POLICY**  
**ADENDUM TO SUBSIDY BY-LAW #13**

**Purpose of the Policy:**

- To make sure that members live in units of appropriate size
- To balance members households make-up with the co-op's objective to follow the guidelines provided to the Co-operation
- To ensure that over- and under – housing situations are not intentionally created on move-in

**Definitions:**

Over-Housing means having too many bedrooms for the size of the household

Under-Housing means having too few bedrooms for the size of the household

Maximum Housing Charge means the full market rent for a unit

1. Parents do not have to share a bedroom with a child
2. Due to the small size of a 1 bedroom apartment, couples will not be considered to be over-housed in a 2 bedroom apartment.
3. Members who have medical problems and require medical devices will be allowed an additional bedroom to store these devices or equipment.
4. Members who, due to the death of a partner/spouse and are over-housed, will be permitted to remain in their current apartment for a period not to exceed 2 years from the date of death.
5. Members who have medical problems that require them to have a larger apartment than they would qualify to have, must provide a medical letter from their physician indicating the reasons behind this requirement. The physician must also indicate if the problem is short or long term. The letter must be presented to the Board of Directors who will approve the decision to allow over-housing if justified. This letter does not have to be kept in the file and will be returned to the Member.



6. Members who are over-housed without any justification for being in the larger unit, must agree to be placed on the internal waiting list and move to an appropriate sized unit. Should they not wish to do so, they can pay the amount of their subsidy assistant in addition to the difference between the 2 units and remain in their current unit. For example at the present time the difference between a 1 and 2 bedroom apartment would be \$208.00 per month – this would be in addition to their approved monthly housing charges.
7. Members who are over the age of 70 who are considered to be over-housed, will be allowed to remain in their current apartment so as not to cause the Member undo stress or anxiety. This will also allow for family or support helpers to remain over-night when assistance is required, either on an occasional, part time or full time basis.
8. Members will be exempt from the over-housing charge if they house:
  - Children on a part-time basis (at least 50% of the month) due to formal custody arrangements
  - Foster children or family members on an interim basis, at least 50% of the year

Members must provide documentation acceptable to the Co-operative to support exemptions list above.

9. Members must immediately advise the Co-operative of any change in household size.