

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

**MOTION RECORD OF THE RECEIVER
(returnable December 11, 2025)**

December 3, 2025

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TO: THE SERVICE LIST

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(as at May 28, 2025)

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Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

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TAB 1

Court File No. CV-22-00688248-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

B E T W E E N:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

**NOTICE OF MOTION
(returnable on December 11, 2025)**

TDB Restructuring Limited (“**TDB**”) in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the “**Respondent**” or “**HSC**”), will make a Motion to a Judge presiding over the Commercial List at 330 University Avenue, Toronto, on December 11, 2025 at 10:00 a.m., or as soon after that time as the Motion can be heard.

PROPOSED METHOD OF HEARING: The Motion is to be heard:

[] In writing under subrule 37.12.1(1) because it is

[] In writing as an opposed motion under subrule 37.12.1(4);

[] In person;

[] By telephone conference;

[X] By video conference.

at the following location: ***Judicial Video Conference link to be provided in Case Center.***

THE MOTION IS FOR an order:

1. If necessary, abridging the time for, and validating service of, this Notice of Motion and Motion Record;
2. Authorizing and directing the Receiver to continue developing the requirements and viability of the Options (as defined below) available to HSC for the purpose of developing a process, subject to approval of this Court:
 - a. for calling and counting votes of the Members with respect to the Members' preferred Option (the "**Voting Procedures**"), provided that the votes of Members are not binding on any person, including the Receiver, with respect to HSC;
 - b. to disseminate information to the members of HSC (the "**Members**") in respect of the Options and the Voting Procedures; and,
 - c. for holding a further town hall meeting with the Members with respect to the Options and Voting Procedures;
3. Authorizing the Receiver to engage in considering and, where appropriate, approving applications for membership to HSC and unit transfer requests, in accordance with the provisions of the *Co-Operative Corporations Act* (Ontario) and the by-laws of HSC;
4. Approving the Third Report to the Court dated November 20, 2025 (the "**Third Court Report**") and the activities and conduct of the Receiver described therein;
5. Approving the interim statement of receipts and disbursements of the Receiver;
6. Approving the fees and disbursements of the Receiver and its counsel; and
7. Such further and other relief as this Honourable Court may deem just.

THE GROUNDS FOR THE MOTION ARE:

1. On March 14, 2023, pursuant to subsection 85(7) of the *Housing Services Act, 2011*, SO 2011, c 6, Sch 1, as amended (the "**HSA**"), the Honourable Justice Penny granted an order

appointing RSM Canada Limited as receiver and manager, without security, of all of the assets, undertakings and properties of HSC (the “**Appointment Order**”);

2. On March 1, 2024, the Honourable Justice Conway granted an order substituting the name TDB in place of RSM Canada Limited as Receiver (the “**Omnibus Order**”);

3. On June 30, 2025, the Honourable Justice Kimmel issued an endorsement approving a process for requesting expressions of interest from members of HSC to serve as a director of HSC (the “**RFEIQ Process**”), authorizing the Receiver to implement the RFEIQ Process, and directing the Receiver to report on the RFEIQ Process before the end of 2025;

4. The RFEIQ Process was designed to provide member stakeholders with information and an opportunity to express interest in, and for the Receiver to assess qualifications for, serving on the board of directors for HSC;

5. The Third Court Report summarizes the Receiver’s activities since the Second Court Report, including reporting on the RFEIQ Process, and makes certain recommendations given the results of the RFEIQ Process;

6. The Receiver, in consultation with the City and the Co-operative Housing Federation of Toronto, has identified four potential options (the “**Options**”) that require further development as to viability, which the Receiver recommends be put to the members of HSC as a part of a consultative process;

7. The Receiver’s recommendation includes developing these Options together with a process to disseminate the information on the Options to the members of HSC, including by holding a further town hall meeting, and implementing a voting process to assess the preference of the members;

8. The Receiver has included in its Third Court Report an interim statement of receipts and disbursements for the period March 14, 2023 to November 17, 2025 (the “**Interim SRD**”), which amounts are reasonable and appropriate in the circumstances, and as such should be approved by this Honourable Court;

9. Approval of the Third Court Report and the activities described therein allows the Receiver to move forward with next steps appropriately;
10. Membership applications and unit transfer requests are functions of the board of HSC;
11. Appropriate circumstances exist to authorize the Receiver to consider and, where appropriate, approve, membership and unit transfer requests within HSC;
12. The Appointment Order provides that the Receiver and its counsel are to be paid their reasonable fees and disbursements upon passing their accounts before the Court;
13. The Affidavit of Arif Dhanani sworn on November 14, 2025 (the “**Dhanani Fee Affidavit**”) appended to the Third Report sets out the reasonable fees and disbursements of the Receiver, which fees and disbursements are reasonable and appropriate in the circumstances, and as such, should be approved by this Honourable Court;
14. The Affidavit of Philip Cho sworn on November 18, 2025 (the “**Cho Fee Affidavit**”) appended to the Third Report sets out the reasonable fees and disbursements of counsel to the Receiver, which fees and disbursements are reasonable and appropriate in the circumstances, and as such, should be approved by this Honourable Court;
15. The Receiver recommends continuation of its appointment to complete certain capital repair projects and to continue advancing the Court-approved process toward a sustainable governance model for the housing project;
16. Subsection 96(2) of the HSA;
17. Rule 37 of the *Rules of Civil Procedure* RRO 1990, Reg 194; and
18. Such further grounds as counsel may advise and this Honourable Court may permit.

THE FOLLOWING DOCUMENTARY EVIDENCE will be used at the hearing of the motion:

1. The Third Court Report and the appendices thereto; and,

2. Such further and other evidence as this Honourable Court may permit.

December 3, 2025

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TO: THE SERVICE LIST

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE
INC.

Respondent

Court File No. CV-22-00688248-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

PROCEEDING COMMENCED AT
TORONTO

NOTICE OF MOTION

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IN THE MATTER OF THE RECEIVERSHIP OF

HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

THIRD REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

NOVEMBER 20, 2025

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**”, the “**Co-op**”, or the “**Housing Project**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Appendix “B”**.
3. The Appointment Order requires the Receiver to provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.
4. The Receiver’s motion record, including its first annual report to the Court dated March 19, 2024 (the “**First Court Report**”), was served on March 19, 2024. A copy of the First Court Report, without appendices, is attached hereto as **Appendix “C”**.
5. The Receiver’s motion was heard by the Court on March 25, 2024 and adjourned at the request of counsel representing the Co-op’s Board of Directors (the “**Board**”) on the basis that the Board had not had the time to formulate a reply. The hearing was adjourned to April 25, 2024. The Receiver served its reply motion record, including its supplement to the First Court Report dated April 22, 2024 (the “**Supplement to the First Court Report**”) on April 22, 2024. A copy of the Supplement to the First Court Report, without appendices, is attached hereto as **Appendix “D”**.
6. On April 29, 2024, the Court issued its endorsement (the “**April 29th Endorsement**”) and order (the “**April 29th Order**”) in connection with the relief sought by the Receiver. Copies of the April 29th Endorsement and the April 29th Order are attached hereto as **Appendix “E”** and **Appendix “F”**, respectively.

7. The Receiver's motion record, including its second annual report to the Court dated April 30, 2025 (the "**Second Court Report**") was served on May 1, 2025. A copy of the Second Court Report, without appendices, is attached hereto as **Appendix "G"**.
8. The Receiver's supplemental motion record, including its supplement to the Second Court Report (the "**Supplement to the Second Court Report**") dated May 8, 2025, was served on the same day. A copy of the Supplement to the Second Court Report, without appendices, is attached hereto as **Appendix "H"**.
9. After service of the motion record of Betty's Law Office ("**Betty's Law**") on May 12, 2025, the Court heard the submissions of the Receiver and Betty's Law and issued an Endorsement dated May 13, 2025 (the "**May 13th Endorsement**"). The May 13th Endorsement set out, among other things, that:
 - a) the legal fees motion made by Betty's Law was to be heard on May 30, 2025 and a timetable for submission of materials in connection with that hearing was set; and
 - b) the Receiver's motion was to be heard on June 20, 2025 and a timetable for submission of materials in connection with that hearing was set.

A copy of the May 13th Endorsement is attached hereto as **Appendix "I"**.

10. The Receiver served its responding motion record with the Receiver's second supplement to the Second Court Report dated May 16, 2025 (the "**Second Supplement to the Second Court Report**"). The Second Supplement to the Second Court Report, without appendices, is attached hereto as **Appendix "J"**.
11. The Receiver served its reply motion record on June 11, 2025, which included the Receiver's third supplement to the Second Court Report (the "**Third Supplement to the Second Court Report**"). A copy of the Third Supplement to the Second Court Report, without appendices, is attached hereto as **Appendix "K"**.
12. On June 18, 2025, the Receiver served its fourth supplement to the Second Court Report (the "**Fourth Supplement to the Second Court Report**"). A copy of the Fourth Supplement to the Second Report, without appendices, is attached hereto as **Appendix "L"**.

13. On June 20, 2025, the Court issued an order (the “**June 20th Order**”) approving the relief requested by the Receiver, including a modified approach the Receiver’s proposed process for requesting expressions of interest and qualifications (the “**RFEIQ Process**”) from the Co-op’s membership to act on the board of directors (the “**Board**”). A copy of the June 20th Order and the Court’s endorsement dated June 30, 2025 in connection thereto are attached hereto, respectively, as **Appendix “M”** and **Appendix “N”**.
14. On October 21, 2025, the Court issued an Endorsement (the “**October 21st Endorsement**”) setting out a timetable for the delivery of the Receiver’s report to the Court reporting on the conduct of the RFEIQ Process to date, and delivery of reply materials thereto. A copy of the October 21st Endorsement is attached hereto as **Appendix “O”**.
15. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver’s website, which can be found at <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.

1.1 Purpose of the Third Report to Court

16. The purpose of this third report to Court (the “**Third Court Report**”) is to:
 - a) summarize for the Court’s information the Receiver’s activities since the Second Court Report;
 - b) update the Court on the status of the capital repair projects approved by the City of Toronto (the “**City**”) and further projects submitted for consideration by the City for funding;
 - c) in accordance with the June 20th Order, provide the Court with details regarding the conduct of the RFEIQ process to date, including the expressions of interest and qualifications received from the membership to serve on the Board;

- d) provide the Court with Receiver's options and recommendations and seeking directions for next steps respecting the governance of the Co-op on a go-forward basis;
- e) request that the Court grant an order:
 - i. authorizing the Receiver to:
 - 1. continue developing the requirements and viability of the options available to the Co-op (the "**Options**");
 - 2. prepare an information package for the membership containing information on the Options;
 - 3. develop a process for a further town hall meeting and voting procedures for the membership with respect to the Options;
 - 4. return to Court to have such process approved for calling and holding a further town hall meeting, and implementing voting procedures on the Options; and
 - 5. process membership applications and unit transfer requests, from time to time, with the assistance of CFDI;
 - ii. approving the Receiver's interim statement of receipts and disbursements (the "**Interim SRD**"); and
 - iii. approving the fees and disbursements of the Receiver and its counsel, WeirFoulds LLP ("**WeirFoulds**").

1.2 Terms of Reference

- 17. In preparing this Third Court Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the "**Information**"). Certain of the information contained in the Third Court Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the

Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

18. Unless otherwise stated, all dollar amounts contained in the Third Court Report are expressed in Canadian dollars.

2.0 BACKGROUND

19. The background leading up to the appointment of the Receiver can be found in the City's application record dated November 10, 2022, which is posted on the Receiver's website at <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.
20. Briefly, on October 4, 2022, the City commenced an application for the appointment of a receiver pursuant to *Housing Services Act, 2011* (the "HSA"), which appointment was ordered by the Honourable Justice Penny on March 14, 2023. The application was commenced because HSC failed to comply with certain requirements of the HSA, despite being provided with notice and an opportunity to cure the identified failures.

3.0 RECEIVER'S ACTIVITIES

21. In accordance with paragraph 12 of the Appointment Order, the Receiver has posted on its website, its first, second and third quarterly reports, the First Court Report and the Supplement to the First Court Report, which collectively set out the Receiver's activities for the period March 14, 2023 to April 22, 2024. In consultation with the Applicant, the posting of the Receiver's quarterly reports to the Receiver's website was determined to be satisfactory for the purposes of paragraph 12 of the Appointment Order. The Court approved the Receiver's activities for the period March 14, 2023 to April 22, 2024 in the April 29th Order.
22. The Receiver's fourth, fifth and sixth quarterly reports are posted on the Receiver's website along with the Second Court Report and supplements thereto. The Receiver

has not prepared further quarterly reports on the basis that the Second Court Report and four supplements thereto have been served and posted on the Receiver's website in the time period between April 30, 2025 and June 18, 2025, and which supplements provided updates as appropriate.

23. A summary of the Receiver's activities since June 18, 2025, are set out below:

- a) ensuring all pleadings, Receiver's reports and endorsements and orders of the Court are posted on the Receiver's website in accordance with the Court's e-Service Protocol;
- b) managing resident housing and parking charge arrears with Community First Developments Inc. ("CFDI");
- c) arranging payment plans and/or arrange for paralegal assistance to attend at the Landlord Tenant Board for resolution of issues;
- d) reviewing, among other materials, the factum served by Betty's Law and provide detailed comments thereon to counsel for the Receiver;
- e) attending in Court on May 20, 2025 in connection with the relief requested by the Receiver in its Second Court Report;
- f) reviewing monthly property management reports and financial statements provided by CFDI and discussing same with the City;
- g) reviewing and approving quotes forwarded by CFDI for, among other things, vent, duct and dryer cleaning, fixing lighting issues in the Co-op's parking garage, fixing outside lighting, power washing the Co-op's parking garage, cleaning all carpets and attending to mould remediation in various units;
- h) completing all things necessary to update resident housing deposits and housing charges for those residents paying by electronic funds transfer, pursuant to instructions from CFDI;
- i) continuing with approval and payment of the Co-op's ongoing operating liabilities and property taxes;

- j) doing all things necessary in connection with the RFEIQ Process, including:
 - i. providing residents with the June 20th Order;
 - ii. preparing an information document, including information on serving on the board of directors (the “FAQ”) and disseminating the FAQ to members and residents of the Co-op;
 - iii. organizing an information session (the “**Town Hall**”) for members and residents, which Town Hall took place on the grounds of York University, including coordinating same with York University;
 - iv. attending meetings with the City and Co-operative Housing Federation of Toronto (“**CHFT**”) to understand and discuss stakeholder questions and concerns with respect to the FAQ and the Town Hall;
 - v. preparing and sending residents notice of and an agenda for the Town Hall, including maps to location of same;
 - vi. setting up an email address for residents to submit questions in connection with the Town Hall;
 - vii. preparing a form to be completed by residents in connection with the RFEIQ Process and disseminating same at the Town Hall and arranging for forms to be available at the Co-op’s property management office; and
 - viii. attending the Town Hall;
- k) providing additional information following the Town Hall to members and residents of the Co-op, including a link for access to a video recording of the Town Hall and a form for requesting access to the community room for the purpose of membership related business and activities;
- l) monitoring with CFDI the progress of the various capital repair projects pursuant to the City’s Canada-Ontario Community Housing Initiative (“**COCHI**”);

- m) attend to all things necessary to have the Co-op's June 30, 2025 audited financial statements and annual information return completed and submitted to the City; and
- n) drafting, finalizing and serving the Receiver's Third Court Report.

4.0 CAPITAL REPAIRS PROJECTS STATUS UPDATE

- 24. As referred to in the Second Court Report, the Receiver entered into the COCHI Agreement with the City in early December 2023 with a view to obtaining funding for certain desperately needed capital repairs to the Co-op.
- 25. As set out in the First Court Report, while not all of the capital repairs the Receiver applied for were approved, the City did approve the following capital repairs:
 - a) roof replacement;
 - b) replacement of fire alarms over 10 years old;
 - c) repaving of road and parking areas;
 - d) replacement of uneven paving;
 - e) replacement of ground lighting;
 - f) replacement of hallway/common area and underground parking lighting;
 - g) elevator modernization; and
 - h) booster pump replacement.
- 26. On the basis that certain of the approved capital projects are outdoors and weather dependent (e.g. roof replacement, paving), the Receiver applied to the City for an extension of the timeline for completion of the capital projects from March 31, 2025 to September 30, 2025 (the "**Extension**"), which was granted on June 15, 2025.
- 27. At this time, all of the capital projects have been completed and closed out, except the booster pump replacement. The progress on the booster pump replacement was halted, pending confirmation from the City that the Extension would be granted. At

the time the Extension was granted, CFDI contacted the booster pump supplier who advised that the pump would not be available for eight weeks from the date of ordering same. The revised estimated completion of this project is December 2025. CFDI has contacted the City to confirm if the project can still proceed and funds would be made available to pay for same. CFDI is currently awaiting the City's response.

28. Attached hereto as **Appendix "P"** is a progress report as of October 21, 2025 on the various projects approved and funded by the City and an estimated timeline for completion of same.
29. In or about the beginning of October 2025, the City contacted the Receiver to discuss further available funding and advised that an application was required to be submitted by mid-October 2025 in order for the City to consider same.
30. CFDI completed and submitted an application for three additional projects, a summary of which is set out below. The City has not yet responded with any questions or approvals in connection with this application.
 - a) Project #1 – Replacement of Make Up Air Handling Unit
 - i. Estimated cost - \$150,000;
 - ii. Number of units impacted – 128 (hi-rise building);
 - iii. Proposed project timeline:
 1. tendering for consultant – December 2025;
 2. investigation/design – January/February 2026;
 3. tendering to contractors – March 2026;
 4. manufacturing and delivery – April – June 2026; and
 5. estimated project completion date – July 31, 2026.

- b) Project #2 – Window Replacement
 - i. Estimated cost - \$2,050,000;
 - ii. Number of units impacted – 164 (hi-rise building and townhouses);
 - iii. Proposed project timeline:
 - 1. tendering for consultant – December 2025;
 - 2. investigation/design – January/February 2026;
 - 3. tendering to contractors – March 2026;
 - 4. manufacturing and delivery – April – July 2026; and
 - 5. estimated project completion date – November 30, 2026.
- c) Project #3 – Fire Alarm Panel and Related Systems Replacement
 - i. Estimated cost - \$175,000;
 - ii. Number of units impacted – 128 (hi-rise building);
 - iii. Proposed project timeline:
 - 1. tendering for consultant – December 2025;
 - 2. investigation/design – January/February 2026;
 - 3. tendering to contractors – March 2026;
 - 4. installation and testing – November 2026 to March 2027; and
 - 5. estimated project completion date – March 2027.

31. These additional capital projects, if approved by the City, will provide much-needed improvements to the buildings for the benefit of the members and residents of the Co-op.

5.0 RFEIQ PROCESS

5.1 Summary/Overview

32. Following its appointment, the Receiver reviewed the operations of the Housing Project, including the internal records available, and engaged with key stakeholders, namely the City of Toronto (as Service Manager), CHFT and York University (as landlord of real property on which the Housing Project is situate).
33. Since its appointment, the Receiver has made significant progress toward operational and financial stabilization of the Co-op. It has completed outstanding audited financial statements, corporate tax returns and annual information returns, resumed regular reporting to the City, and advanced essential capital repairs. With the Co-op's immediate financial and operational deficiencies largely remedied, and consistent with the Court's direction set out in the April 29th Endorsement, the Receiver determined that it should begin developing a plan to ultimately terminate the receivership, and explore returning management of the Housing Project to the Co-op.
34. In its Second Report to the Court dated April 30, 2025, the Receiver recommended the implementation of the RFEIQ Process to canvass whether members of the Co-op (the “**Members**” or the Co-op “**Membership**”) had both the interest and the capacity to assume governance of the Co-op through an elected board of directors. The Receiver determined that this information was necessary for the Receiver to consider and provide recommendations to the Court with respect to the appropriate circumstances on which to return management of the Housing Project to the Co-op.
35. The RFEIQ Process was also designed to provide information to Members regarding the duties, obligations, and statutory qualifications applicable to a board of directors under the HSA and the *Co-operative Corporations Act*¹ (the “**Co-op Act**”), as well as the steps required to evaluate the Co-op’s readiness to return to member-elected governance. The Receiver believed it appropriate and important to ensure that Members had relevant information available to them to make the RFEIQ Process meaningful.

¹ *Co-operative Corporations Act*, RSO 1990, c C 35 [“**Co-op Act**”].

36. As approved and amended by the Court, the RFEIQ Process was structured in three principal phases:
 - a) Information Phase – to provide Members with accessible information regarding the receivership and governance obligations through dissemination of the FAQ and holding of a Town Hall meeting to explain the process and respond to general questions about board duties and the transition from receivership;
 - b) Solicitation Phase – to invite Members to submit Expressions of Interest and Qualifications (“**EIQ**”) Forms, indicating their willingness and basic eligibility to serve on a future board, to be reviewed and clarified by the Receiver as required; and
 - c) Preliminary Reporting Phase – to report to the Court about the conduct of the RFEIQ to date, about the EIQ Forms received and, if appropriate, to provide recommendations, seek further directions, or seek further approvals from the Court. The Court did not approve aspects of the RFEIQ Process relating to subjective assessments and evaluations of prospective board members, which the Court ordered to be reconsidered following the Preliminary Reporting Phase.
37. This Report constitutes that Preliminary Reporting Phase within the meaning of the RFEIQ Process.

5.2 Frequently Asked Questions

38. In accordance with the Court-approved RFEIQ Process, the Receiver prepared and circulated the FAQ dated July 25, 2025 to all Members. The FAQ and its schedules were posted on the Receiver’s case website and distributed in hard copy at the Co-op’s premises to each unit on July 28, 2025 to ensure accessibility for all Members. A copy of the FAQ document is attached hereto as **Appendix “Q”**.
39. The FAQ was developed by the Receiver, in consultation with the City of Toronto (as Service Manager), CHFT and the Co-operative Housing Federation of Canada (“**CHFC**”) to provide Members with clear, accessible information about their Co-op.

40. Specifically, the FAQ:

- a) provided background on the nature of non-profit housing co-operatives, including from a governance perspective, and explained that a board of directors, elected by the Membership, is responsible for oversight of operations, finances, and maintenance. It clarified that service on the board of directors is voluntary and uncompensated, and that directors must act in the interests of the Co-op;
- b) summarized the status of the receivership, noting that the Co-op is under a long-term land lease with York University. It explained that, following operational and governance deficiencies identified by the City and the issuance of a Notice of Triggering Events in 2021, the Court appointed the Receiver on March 14, 2023 to stabilize the Co-op and restore compliance with the HSA;
- c) described the Receiver's role as having assumed much of the powers and responsibilities of the former Board, including oversight of property management through CFDI, financial administration, and reporting to the Court and the City. It confirmed that the professional costs of the receivership are funded by the City in its capacity as Service Manager and not through Co-op funds; and
- d) outlined the three-phase structure of the RFEIQ Process – Information, Solicitation, and Preliminary Reporting – as approved by the Court, and a copy of which was appended to the FAQ as Schedule A. It explained that the purpose of the RFIEQ Process was for the sharing of information and canvassing members as to interest and qualifications to constitute a new board.

41. Also attached to the FAQ as Schedule B was “Information About Serving on a Co-op Board”, a document outlining the principal duties of Co-op directors: financial stewardship, risk management, and community relations. Schedule B was developed with reference to CHFC’s Model Organizational By-law, and included model Ethical Conduct, Confidentiality, and Conflict of Interest Agreements to guide future governance. It also summarized director qualification requirements under the Co-op Act, including age, financial standing, and independence criteria. CHFC’s Model Organizational By-law is attached hereto as **Appendix “R”**.

42. Through the preparation and distribution of the FAQ, the Receiver initiated the Information Phase of the RFEIQ Process and ensured that Members were informed of the receivership's background, the Co-op's statutory obligations, and the governance expectations applicable to any future member-elected board.

5.3 Town Hall

43. As the second part of the Information Phase of the Court-approved RFEIQ Process, the Receiver convened a Town Hall meeting with the Members on August 19, 2025 at York University. In attendance were approximately 35 Members,² the Receiver, counsel to the Receiver (WeirFoulds LLP), representatives from the City of Toronto (Leif Lahtinen and Malcolm Stanley) and a representative from CHFT (Emily Ramirez).
44. Notice of the Town Hall meeting was provided to all Members by posting a Notice of Town Hall Meeting (the “**Notice of Town Hall**”) and Town Hall Meeting Agenda (the “**Agenda**”) within the building and by electronic communication in advance of the scheduled date and copies of same were delivered by CFDI to each unit in the Co-op on August 13, 2025. The Agenda included the names and email addresses of meeting representatives from the Receiver, WeirFoulds LLP, the City of Toronto, and CHFT, and details of the topics to be discussed. A copy of the Notice of Town Hall and Agenda are attached hereto as **Appendix “S”**.
45. Days ahead of the Town Hall meeting, and at the Town Hall meeting, certain Members expressed a preference that the meeting be held in the Co-op’s community room rather than at York University. However, with approximately 164 households at HSC, the community room cannot safely hold all Members. Given the limited capacity of the community room as compared to the York University lecture hall, coupled with York’s AV capabilities (required to record the Town Hall), the Receiver proceeded to hold the Town Hall at York’s Accolade West building (less than a 10-minute walk from the Co-op). The Receiver printed a map showing the walking route from the Co-op to the Accolade West building and directed CFDI to (1) deliver a copy to each unit and (2) post it next to the Notice of the Town Hall and Agenda. The Town Hall was held

² This number may include a combination of Co-op Members and non-Member residents.

in-person at York University, which was recorded. The recording of the Town Hall was made available to Members following the Town Hall.

46. The Town Hall was chaired by Ms. Kelsey Ivory (the “**Chair**”), a lawyer at WeirFoulds. The Chair progressed through the Agenda. Mr. Dhanani, for the Receiver, provided an update on the status of the receivership and the role of the Receiver, particularly in relation to the Board. Mr. Philip Cho, a lawyer at WeirFoulds, then outlined the objectives and structure of the RFEIQ Process as previously described in the FAQ, emphasizing that the process was designed to assess whether qualified and interested Members could form a viable future board of directors in accordance with the Co-op Act and the HSA. Members were informed of the timelines for submitting EIQ Forms and of the Receiver’s commitment to review and, where appropriate, clarify submissions prior to evaluation. Mr. Cho reiterated that submission of an EIQ Form would not constitute a commitment to serve but would assist in assessing the overall readiness of the membership for self-governance.
47. A representative from CHFT provided an overview of co-operative governance. The presentation explained that Members elect a volunteer board of directors to act collectively on behalf of the co-operative, and that the Board is responsible for overseeing finances, maintenance, and risk management. Members retain key decision-making authority, including the approval of by-laws and housing charges. It was also emphasized that each Member holds one vote, that Board service is voluntary and unpaid, and that directors only exercise authority as a group at properly convened Board meetings.
48. Several questions and comments were raised by Members. Themes included:
 - a) **Community-room access for education and engagement.** With concerns expressed that access had previously been limited or unclear. The Receiver undertook to facilitate access through CFDI or direct request, noting that any prior restrictive notice did not originate from the Receiver or management;
 - b) **Clarification of the status of the board.** The Receiver’s counsel confirmed that to the best of the Receiver’s knowledge, no meetings of members had been called since the Receiver’s appointment, leaving the prior Board to remain in

place, and that the Court had recently ordered no election to take place while the Receiver implemented the RFEIQ Process;

- c) **Questions about RGI targeting and funding implications.** The Receiver and CHFT explained the Co-op's RGI requirements in that the Co-op was required to maintain 90 RGI units, being 55% of the Co-op's total number of units, and was currently well below that amount; and
- d) **Concerns about the possibility of Members Loss of their Units due to Receivership.** The Receiver confirmed there were no specific intentions at this time to shut down or sell the Housing Project. The Receiver explained the receivership process under the HSA as being distinct from other insolvency receivership processes where marketable assets are sold and proceeds distributed to creditors.

49. Members further raised concerns about historic governance and the desire for additional opportunities to pose questions directly to the Receiver. Members expressed concern regarding a lack of information being shared with them, both historically (by HSC's Board) and presently. Based on the concerns expressed at the Town Hall, it is apparent to the Receiver that information regarding the receivership has not been shared comprehensively with Members by HSC's Board and that Members appeared to have been misinformed as to the role of the Receiver and status of the Co-op. The Receiver clarified that its mandate was not to sell the Co-op but to first, regularize the operational and financial issues, which included ensuring that necessary repairs and improvements were completed, and to provide recommendations to the Court as to the best course of action for the Housing Project to best achieve the intent of HSC.

50. The Town Hall concluded with the Receiver inviting Members to obtain and submit EIQ Forms. The Receiver advised that any refinements to timelines or logistics (including an extension of the initial 30-day period) would be communicated by notice to the Membership.

51. The Receiver notes that to the best of its knowledge and information, having made inquiries with some of the Members in attendance, none of the Board members attended the Town Hall.

5.4 Post-Town Hall

52. Following the Town Hall, the Receiver provided written notice to all Members on September 4, 2025 (the “**September 4th Notice**”), which was hand delivered to each unit by CFDI. The September 4th Notice provided Members with a link to the video recording of the Town Hall and addressed certain matters raised at the meeting. In particular, the Receiver advised that the deadline for submitting EIQ Forms had been extended from September 18, 2025 to September 25, 2025 at 5:00 p.m., to allow additional time for Member participation. The notice also confirmed the point of contact for inquiries regarding the EIQ Forms and for governance training and resource support through CHFT.
53. As of November 17, 2025, the video recording of the Town Hall has been viewed 39 times. The Receiver is unable to determine if these are 39 unique viewers or whether this number includes repeat viewings.
54. The Receiver also addressed concerns raised by Members at the Town Hall regarding perceived limitations on access to the Community Room for Member meetings and community engagement. The Receiver coordinated with CFDI to implement a clear and consistent request and approval process for Member use of the Community Room for Co-op-related meetings, without deposit or rental fee, subject to reasonable scheduling conditions. Personal or private-use bookings remain subject to the pre-existing rental fee structure. A copy of the September 4th Notice is attached hereto as **Appendix “T”**.
55. As of the date of this Third Court Report, only one Member has requested access to the Community Room for the purpose of holding a homework club between 6:00 – 7:30 pm from Monday to Friday for high school students in the building. The Receiver has authorized access to the Community Room to this member, after hours, for this purpose on a temporary basis in order to facilitate this program. The Community Room is normally locked after 5:00 pm because food donations from Second Harvest are stored in the room and are brought out in appropriate amounts each day by volunteers of the food program. When the Community Room was left unlocked, volunteers of the food program informed the Receiver that certain members of the Co-op would access the room at night and take inordinate amounts of food out of the room. The Co-op’s library, previously used as a storage room, is in the process of

being cleaned out by CFDI in order for it to be used for the homework club so that the Community Room can again be locked after 5:00 pm.

56. Having made inquiries of CHFT, the Receiver understands that no Member contacted CHFT to obtain additional information regarding the co-op housing model or to request additional learning sessions.
57. No communications from the Board or its counsel, Mr. Courtney Betty, were received following the Town Hall, except in relation to scheduling court attendances for the Receiver's motion to deliver this Third Court Report, and the Board's request to schedule a motion to address certain issues, which is discussed below.

5.5 Preliminary Reporting – EIQ Forms

58. By the extended deadline of September 25, 2025, the Receiver had received **eight** EIQ submissions. The Receiver has not taken steps to verify the accuracy of the information contained in the EIQ submissions.
59. Upon review of the submissions:
 - a) Four submissions were made by Members who indicated they are current or former board members;
 - b) Two submissions were received from Members indicating they reside in the same household;
 - c) Two submissions did not include an acknowledgement, by the interested person, that they (i) are a member of HSC, (ii) are at least eighteen years of age, (iii) are not currently bankrupt, (iv) are mentally capable of managing their own property, (v) are not employed by HSC or any company that provides services to HSC, or (vi) have read the FAQ provided by the Receiver; as such, the Receiver is not aware whether these two interested persons meet the minimum qualifications, as described below; and
 - d) One submission was received from a Member who had previously commenced a legal proceeding against the Co-op, which was discontinued in June 2025.

60. The minimum requirements for directors are included in sections 85-89 of the Co-op Act and Article 4 of HSC's Organizational By-law ("**By-law 26**" attached hereto as **Appendix "U"**) are largely duplicative, and are as follows: each director must be a Member, must be eighteen years or older, must not be an undischarged bankrupt or person who is incapable of managing property within the meaning of the *Substitute Decisions Act, 1992*, and must consent to acting as a director.
61. Taking these requirements into account, the Receiver is presently aware of **six** individuals who, based on the EIQ forms, are both interested in, and (according to their acknowledgements) meet the minimum qualifications of, serving as directors.
62. CHFT's Model Organizational By-law 2023 (the "**Model By-laws**"), article 7.2, contains additional recommended requirements for directors, including that no members residing in the same unit can be directors at the same time. The Model By-laws requirements were not taken into account in determining that there are six individuals available to be nominated as directors. However, the Receiver anticipates that, in any process to return governance of the Co-op to the Members, the Receiver, together with CHFT, will recommend that the Model By-laws be substantially adopted by the Co-op. In that case, only five individuals appear available to be nominated as directors.
63. Moreover, if one or more of the individuals comprise the prior Board at the time of the receivership Appointment Order, the Receiver questions the suitability or appropriateness of such an individual serving on a newly constituted board. In that case, this may further reduce the number of potential candidates for nomination.

5.6 Former Board Activities

64. The Receiver does not have any knowledge of the Board engaging in any activities since its last report to the Court. As noted above, following the Town Hall, the Receiver received only brief communications from the Board's counsel, Mr. Betty, with respect to scheduling, including the request to schedule a case conference to address certain issues. This case conference is scheduled for 11:30 AM on November 28, 2025.
65. At the time of this Third Court Report, the Receiver has a limited understanding of the Board's issues which relate to "Enforcement of court order dated June 03, 202

[sic], clause (42) with respect to legal fees reasonably incurred by Counsel for the Board;” and, “An order allowing the present board to hold a public townhall meeting to discuss public accusations made at the last townhall held on August 19, 2025, by the Receiver and legal counsel”. The Receiver understands that Mr. Cho had a brief meeting with Mr. Betty regarding these issues which will be addressed at the Case Conference. The Board’s Case Conference Request Form is attached hereto as **Appendix “V”**.

66. The Receiver notes that counsel to the Board has, once again, resorted to bald allegations against the Receiver’s counsel in his email dated October 29, 2025, when responding to questions posed by Mr. Cho. In response to inquires about whether Mr. Betty’s office has first inquired into the Court’s availability before requesting dates from counsel, and whether the City’s counsel had been canvassed, Mr. Betty responded, “What I am searching for is to have You abide by the Order of The Court.” The extent of these brief communications are attached collectively hereto as **Appendix “W”**.
67. No additional context was provided by Mr. Betty in his bald statement implying that Receiver’s counsel was in breach of a Court order. The Receiver surmises that this relates to Mr. Betty’s request for payment of his legal fees in relation to the motion before Justice Kimmel for approval of the RFEIQ Process. Attached hereto as **Appendix “X”** is a copy of this email exchange beginning August 5, 2025 and ending August 6, 2025 regarding the request for payment.
68. Following Mr. Cho’s email of August 6, 2025 explaining the Receiver’s understanding of the effect of the Court’s orders regarding entitlement to fees, no further correspondence was forthcoming until the request to schedule the November 28, 2025 case conference. As noted above, Mr. Cho and Mr. Betty had a brief video meeting to discuss the upcoming Case Conference with a view to a resolution. No resolution was reached.

6.0 RECEIVER'S RECOMMENDATIONS

6.1 Consultations with Stakeholders

69. To assist the Receiver in developing potential options for further consideration, exploration and consultation, the Receiver consulted with the following stakeholders: City of Toronto, York University, and CHFT. The Receiver summarized the events following the Town Hall, including the EIQ Forms received (on a no-names basis) and the lack of follow-up engagement by Members with CHFT or the Receiver.
70. These stakeholders have had experience with HSC in the past, pre-dating the current Board and issues leading to the receivership appointment. The Receiver understands that due to prior mismanagement concerns, the Co-op amended its by-laws on March 14, 2011, to mandate a specific number of non-Member directors that would assist with training and best practices, with a non-Member director rolling off every year, gradually transitioning governance back to Members by 2016. The Receiver notes that the *Co-op Act*, pursuant to s. 87(2), provides that the by-laws of a co-operative, ***other than a non-profit housing co-operative***, may provide for the appointment of election of directors who are non-members. The Receiver makes no comment at this time whether these March 2011 amendments to the by-laws were valid or effective.
71. Given the extensive nature of the issues faced by HSC in the past, as well as the outcome of the RFEIQ process, and based on its recent discussions, the Receiver believes it unlikely that these stakeholders would endorse an ordinary election or even an election with a supported board governance option, which had already occurred as described above.
72. The Receiver also notes that the land lease with York University expires in 2037. York University has announced that its current President, Rhonda Lenton, will be departing her role effective December 31, 2025, to be replaced by an interim president to hold the position while the Board of Governors commences an international search for the next president and vice-chancellor. In discussions between counsel for the Receiver with York's legal department, it was confirmed that any decisions with respect to a renewal of the land lease is unlikely to be made until a new permanent president is appointed. The uncertainty with respect to York University's intentions

regarding the property is a factor for consideration in making any recommendations for the Housing Project.

73. When the Receiver consulted with CHFC in the creation of the FAQ and planning of the Town Hall, CHFC indicated that “CHFT has worked extensively with Harry Sherman Crowe Co-op in the past” and that CHFC would work with CHFT if CHFT requested its assistance in this matter. As a result, CHFC was not consulted by the Receiver.

6.2 EIQ Form Submissions

74. The Town Hall and specifically, the RFEIQ Process, was intended to solicit interest from Members as to returning governance of the Co-op back to its Members with a newly elected board. However, as noted above, the Receiver received **eight** EIQ submissions from interested Members. The Receiver has identified **six** individuals who, based on information currently available, could potentially be nominated as directors. However, as noted above, this number could be further reduced based on other factors.
75. By-law 26 provides that the Co-op’s board is to consist of **seven** directors. As such, the Co-op presently has fewer potentially interested and qualified candidates than required to constitute a full board. The Receiver acknowledges that other Members may decide to nominate themselves for election, but at this time, there is no assurance that this will occur.
76. As such, the Receiver questions whether a meaningful election could take place when there may be insufficient candidates, leading to a process where persons may simply be acclaimed due to the low number of candidates, while still failing to comply with the minimum board composition requirement.

6.3 Options for Consideration

77. Following its consultations with the City, York University, and CHFT, the Receiver believes that there are four possible options to consider. These options will require additional development and consideration but can be generally described for the purpose of this Third Court Report and to seek advice and directions.

78. In describing these options, the Receiver is not, at this time, recommending one over another as the Receiver considers it to be premature to do so. Rather, the Receiver proposes that it develop these options in more detail so as to present them to the Members and allow the Members to vote, the results of which will be considered by the Receiver in making a recommendation to the Court with respect to the Options. As such, these Options should not be considered as comprehensive descriptions of any particular recommendation by the Receiver at this time.

6.3.1 Ordinary Election Option

79. The Receiver can facilitate an ordinary election process, wherein a board is elected from a slate of qualified and interested candidates. Should an ordinary election process occur, the Receiver anticipates a process administered by the Receiver, with the assistance of CHFT, whereby it (1) confirms that those who submitted EIQ forms remain interested in running as candidates in an ordinary election, (2) obtains from all candidates information respecting their respective qualifications and other information the prospective candidate may wish to share to support their candidacy, (3) disseminates to the Membership a list of the candidates' and their qualifications and information for review and consideration by the Membership, prior to holding a vote. The Receiver anticipates it will recommend that each candidate be required to attend and complete governance training with CHFT. Ideally this training would occur before voting, so that the Membership could take this demonstrated commitment and qualification into account when voting.

80. In the Receiver's assessment, while the submissions demonstrate a degree of interest among some Members, the level of participation does not, at this time, reflect a sufficiently broad or stable base from which to reconstitute a functional and sustainable board of directors, under the current requirements of By-law 26. In particular, the limited pool of eligible candidates may present challenges with respect to continuity, committee coverage, conflict-of-interest management, and resilience against turnover.

81. Despite these preliminary concerns, the Receiver believes it appropriate to canvass with the Membership whether it sees an ordinary election process as the preferred course of action for the Co-op.

6.3.2 Election with Supported Board

82. The Receiver can explore the option of returning to the supported board model, comprised of a mix of Members and Non-Resident Advisor Members (as defined below). The Non-Resident Advisor Members would be nominated by CHFT and automatically acclaimed as directors, to provide assistance and education to Resident Member directors as the board re-builds its competencies, then gradually transitioning to a full Member comprised board.
83. According to documents reviewed by the Receiver, it appears as though HSC's 2011 Organizational By-law:
 - a) reduced the requisite number of directors from eight (8) to seven (7) (as noted, the current By-law 26 continues to require seven (7) directors);
 - b) permitted some directors to be resident members of the Co-op and other directors to be "Non-Resident Advisor Members" of the Co-op, nominated by CHFT and automatically acclaimed as directors, with proportions as follows:
 - i. 2011 and 2012: five (5) Non-Resident Advisor Members and two (2) Resident Members;
 - ii. 2013: four (4) Non-Resident Advisor Members and three (3) Resident Members;
 - iii. 2014: three (3) Non-Resident Advisor Members and four (4) Resident Members;
 - iv. 2015: two (2) Non-Resident Advisor Members and five (5) Resident Members; and
 - v. 2016: all seven (7) directors were Resident Members.
84. While this is one transition option potentially available to HSC, it will need to be further developed with the assistance of CHFT or some other third-party to ensure there are sufficient candidates to act as Non-Resident Advisor Members. The Receiver notes that while the Member composition at HSC may evolve, this transition option appears to have not prevented a return to significant governance and operational

issues at the Housing Project. As such, while this option appears to be an improvement over an ordinary election, and should be canvassed with the Members, through its discussions with CHFT who has greater historical experience with HSC, there are concerns as to whether this option is appropriate.

6.3.3 Turnover to Non-Profit Operator

85. With the appropriate approvals,³ the Housing Project can be sold to a non-profit housing corporation. Under this model, HSC's assets would be transferred to a non-profit housing corporation which, in turn, would provide housing to the existing residents on substantially similar terms and with the benefit of substantially similar subsidies as presently enjoyed by HSC.
86. The Receiver notes that there have been other co-operative housing projects that have been sold and transferred to a non-profit housing corporation, which has the benefit of permitting non-residents to serve on the board.
87. The viability of this option is less known at the present time, particularly given that HSC does not own the land on which the Housing Project is located, and its lease with York University ends in approximately ten years. Soliciting interest from non-profit housing corporations may be challenging in the circumstances. However, the option is nonetheless worth exploring and canvassing with the Members.

6.3.4 Hybrid Land Trust Model

88. CHFT advised the Receiver of an option whereby CHFT, through a land trust entity (“**CHFT Trust**”), could manage the real property, while the Co-op continues to manage its member affairs. CHFT operates community land trusts through community land trust corporations. It currently has 32 community land trust projects. In this model, the Co-op would assign its land lease to CHFT Trust or a new land lease would be signed between York University and CHFT Trust. CHFT Trust would grant a sublease to the Co-op to continue the Housing Project.

³ The Receiver anticipates that in addition to Court approval, the transfer will be subject to consents from the Minister of Municipal Affairs and Housing and HSC's mortgagee and CMHC.

89. In this model, CHFT Trust would be responsible for: management and staffing (with management reporting to CHFT Trust); physical repair, replacement and maintenance; fridges, stoves and equipment; finance control; building condition assessments and capital reserves; and debt servicing. HSC (through its board) would be responsible for Member relations and Co-op by-law enforcement, as well as Membership and unit allocation.⁴ Both CHFT Trust and HSC would be responsible to the Service Manager, and both would be audited. CHFT Trust would be entitled to have a representative on the HSC board, who must be present to achieve quorum.
90. Before this model is adopted, CHFT would need to conduct due diligence, including a review of HSC's current financial and physical condition, including its current mortgage and any arrangements with the City. Further approvals would likely be required by York University, the City, the Province, the mortgagee and CMHC. However, the Receiver views this to be a promising option for governance of HSC that is worth further exploration and consideration.

6.3.5 Membership Views

91. The Receiver has not yet consulted with Members regarding potential governance options available to HSC. The Receiver proposes to present the Options to the Membership at a further Town Hall meeting. The Receiver further proposes to hold a vote in order to canvass the Membership's views on the Options for consideration.
92. Subject to the Court's directions, the Receiver proposes to conclude the RFEIQ Process, and to take the following steps in anticipation of a Membership vote:
 - a) develop the above-noted Options in more detail, with input from CHFT, York University and the City;
 - b) prepare an information document presenting the Options to the Membership;
 - c) prepare voting procedures to be administered by the Receiver;

⁴ Co-op standards, including by-laws and enforcement, would be required to comply substantially with co-op sector norms, including the Model By-laws developed by CHFT and CHFC.

- d) return to Court to further update the Court on the Options after further development and the proposed voting procedures; and,
- e) seek the Court's authorization and direction to disseminate the information document and voting procedures to the Members, hold a further Town Hall meeting and ultimately, holding a vote with respect to the Options.

93. The Receiver requests the Court's approval of these next steps before it provides the Court with the Receiver's specific governance recommendations, to ensure that the Receiver has the benefit of hearing directly from HSC's Membership in forming its recommendations. The evaluation phase of the RFEIQ Process that this Court declined to approve need not occur at this time, as it is premature to evaluate any board candidates given the Receiver's recommendation to develop the Options.

6.4 Membership Applications

94. The Co-op Act provides that the process for admission of new members involves an application for membership, approval of that application by the board of directors and full compliance with any by-law requirements for admissions. Based on the information known to the Receiver, HSC's by-laws (No. 6 and No. 18) provide for certain process for occupancy (additional household member, long-term guest, or sub-occupancy), and for membership admission (including, credit check, landlord check, information and orientation, interview). By-law No. 18 provides for a Member Selection Committee to process and interview candidates for membership and make recommendations to the Board. Attached hereto as **Appendix "Y"** are By-Law Nos. 6 and 18.

95. As outlined in the Receiver's Second Court Report, the Receiver has identified irregularities with respect to unit assignment by the prior Board. Since the Receiver's appointment on March 14, 2023, the Receiver understands that no membership applications or unit transfer requests have been processed by the Board.

96. The Receiver has received two requests for membership applications to be processed or reconsidered since its appointment. In the circumstances, given that there is no immediate timeline for termination of these receivership proceedings, the Receiver recommends that with the support of CFDI, the Receiver be directed to process

membership and unit transfer requests. The Receiver, with the support of CFDI, will ensure compliance with any RGI administration requirements as well as compliance with the Co-op Act and the By-laws. In the event of any questions that the Receiver cannot determine, the Receiver will return to the Court for directions.

97. The Receiver recommends that the Court provide the express authorization and direction to the Receiver to exercise this function so as to minimize any potential prejudice or hardship to any potential members or current residents.

7.0 RECEIVER'S INTERIM SRD

98. Attached hereto as **Appendix "Z"** is the Receiver's Interim SRD for the period March 14, 2023 to November 17, 2025. During this period, cash receipts were \$11,411,686 and cash disbursements were \$11,313,356, resulting in an excess of receipts over disbursements of \$98,331.
99. As set out in the Second Court Report, the Receiver has left open HSC's operating account to which, among other things, residents of the Co-op pay housing and parking charges via electronic funds transfers and the City deposits its monthly subsidy payments. The Receiver, on a monthly basis, sweeps this operating account and transfers substantially all of the funds in it to the Receiver's trust account. The balance in HSC's operating account as of November 17, 2025 was \$54,717.

8.0 PROFESSIONAL FEES AND DISBURSEMENTS

100. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 21 of the Appointment Order, the Receiver and its counsel shall pass their accounts before the Court.
101. The fees and disbursements of the Receiver for the period from March 14, 2023 to January 31, 2024 were previously approved by the Court pursuant to the April 29th Order (attached hereto as Appendix F).

102. The fees and disbursements of the Receiver for the period from February 1, 2024 to March 31, 2025 and the fees and disbursements of the Receiver's counsel for the period from March 18, 2024 to March 31, 2025 were previously approved pursuant to the June 20th Order (attached hereto as Appendix M).

103. The Receiver's accounts from April 1, 2025 to October 31, 2025 total \$128,904.60 and \$103.51 in fees and disbursements, respectively, plus HST of \$16,771.07 for a total amount of \$145,779.18. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on November 14, 2025 and attached to this report as **Appendix "AA"**.

104. The total fees and disbursements of WeirFoulds LLP, as counsel to the Receiver, for the period from April 1, 2025 to October 31, 2025, were fees of \$153,970.69, plus disbursements of \$1,332.16, plus HST of \$20,145.30, for a total of \$175,448.15 (the "**WeirFoulds' Invoices**"). The Receiver is therefore requesting approval of the WeirFoulds' Invoices in the amount of \$175,448.15, inclusive of HST. A copy of the WeirFoulds' Invoices and the time spent by WeirFoulds is more particularly described in the Fee Affidavit of Philip Cho sworn November 18, 2025, which is attached hereto as **Appendix "BB"**.

9.0 CONCLUSION AND RECOMMENDATION

105. The Receiver recommends that it be authorized to:

- a) Continue developing the requirements and viability of the Options;
- b) prepare an information package for the membership containing information on the Options;
- c) develop a process for a further town hall meeting and voting procedures for the membership with respect to the Options;
- d) return to Court to have such process approved for calling and holding a further town hall meeting and implementing voting procedures on the Options; and

- e) process membership applications and unit transfer requests, from time to time, with the assistance of CFDI.

10.0 RECEIVER'S REQUEST OF THE COURT

106. Based on the foregoing, the Receiver respectfully requests that the Court grant the order described in paragraph 16 (e) above.

All of which is respectfully submitted to this Court as of this 20th day of November 2025.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per: 
Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX A



Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

COMMERCIAL LIST

THE HONOURABLE MR.)

TUESDAY, THE

JUSTICE PENNY)

14TH DAY OF MARCH, 2023

)

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

ORDER
(appointing Receiver)

THIS APPLICATION made by the Applicant for an Order pursuant to section 85(7) of the *Housing Services Act, 2011*, S.O. 2011, c. 6, Sch. 1, as amended (the "HSA"), and section 101 of the *Courts of Justice Act*, R.S.O. 1990, c. C.43, as amended (the "CJA"), appointing RSM Canada Limited as receiver and manager (in such capacities, the "Receiver"), without security, of all of the assets, undertakings, and properties of Harry Sherman Crowe Housing Co-operative Inc. ("Harry Sherman" or "the Housing Provider"), acquired for, or used in relation to, the operation of the Housing Provider, including the housing project at 51 The Chimneystack Road on the York University Campus in the City of Toronto, Province of Ontario (the "Housing Project"), was heard this day at 330 University Avenue, Toronto, Ontario.

ON READING the Application Records and Facta before the Court, the Consent of RSM Canada Limited to act as the Receiver, and on Consent of the parties:

APPOINTMENT

1. THIS COURT ORDERS that pursuant to section 85(7) of the HSA and section 101 of the CJA, RSM Canada Limited is hereby appointed as Receiver, without security, of all of the assets, undertakings, and properties of the Housing Provider acquired for, or used in relation to, a business carried on by the Housing Provider, including the Housing Project, and including all proceeds thereof (the "Property").

RECEIVER'S POWERS

2. THIS COURT ORDERS that the Receiver is hereby empowered and authorized, but not obligated, to act at once in respect of the Property and, without in any way limiting the generality of the foregoing, the Receiver is hereby expressly empowered and authorized to do any of the following where the Receiver considers it necessary or desirable, providing that, in doing so, the Receiver complies with the HSA and its regulations:

- (a) to take possession of and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of or from the Property;
- (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
- (c) to manage, operate, and carry on the business of the Respondent, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Respondent;

- (d) to engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel, and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver's powers and duties, including without limitation those conferred by this Order;
- (e) to purchase or lease such machinery, equipment, inventories, supplies, premises, or other assets to continue the business of the Housing Provider or any part or parts thereof;
- (f) to receive and collect all monies and accounts now owed or hereafter owing to the Respondent and to exercise all remedies of the Respondent in collecting such monies, including, without limitation, to enforce any security held by the Respondent;
- (g) to settle, extend, or compromise any indebtedness owing to the Respondent;
- (h) to execute, assign, issue, and endorse documents of whatever nature in respect of any of the Property, whether in the Receiver's name or in the name and on behalf of the Respondent, for any purpose pursuant to this Order;
- (i) to initiate, prosecute, and continue the prosecution of any and all proceedings and to defend all proceedings now pending or hereafter instituted with respect to the Respondent, the Property or the Receiver, and to settle or compromise any such proceedings. The authority hereby conveyed shall extend to such appeals or applications for judicial review in respect of any order or judgment pronounced in any such proceeding;
- (j) to market any or all of the Property, including advertising and soliciting offers in respect of the Property or any part or parts thereof and negotiating such terms and conditions of sale as the Receiver in its discretion may deem appropriate;

- (k) to sell, convey, transfer, lease, or assign the Property or any part or parts thereof out of the ordinary course of the Respondent's business,
 - (i) without the approval of this Court, in respect of any transaction not exceeding \$25,000.00, provided that the aggregate consideration for all such transactions does not exceed \$100,000; and
 - (ii) with the approval of this Court, in respect of any transaction in which the purchase price or the aggregate purchase price exceeds the applicable amount set out in the preceding clause;
- and in each such case, notice under subsection 63(4) of the Ontario *Personal Property Security Act* shall not be required;
- (l) to report to, meet with and discuss with such Persons (as defined below), as well as the City of Toronto, as the Receiver deems appropriate on all matters relating to the Property and the receivership, and to share information, as the Receiver deems advisable and pursuant to the terms set out below, subject to such terms as to confidentiality;
- (m) to register a copy of this Order and any other Orders in respect of the Property against title to any of the Property;
- (n) to apply for any permits, licences, approvals or permissions as may be required by any governmental authority and any renewals thereof for and on behalf of and, if thought desirable by the Receiver, in the name of the Respondent;
- (o) to enter into agreements with any trustee in bankruptcy appointed in respect of the Respondent, including, without limiting the generality of the foregoing, the ability to enter into occupation agreements for any property owned or leased by the Respondent;
- (p) to exercise any member, partnership, joint venture, or other rights which the Respondent may have;

- . -
- (q) to increase the rents, housing charges, and any other fees and charges the occupants of the Housing Project (as that term is defined in the HSA) are required to pay, as the Receiver deems appropriate under the circumstances, and in accordance with the provisions of the HSA, the HSA's regulations, and the *Residential Tenancies Act, 2006*, S.O. 2006, c. 17, as amended (the "RTA");
- (r) to terminate the occupancy of any resident of the Property, in accordance with the HSA, the HSA's regulations, and the RTA; and
- (s) to take any steps reasonably incidental to the exercise of these powers or the performance of any statutory obligations,

and in each case where the Receiver takes any such actions or steps, it shall be exclusively authorized and empowered to do so, to the exclusion of all other Persons (as defined below), including the Respondent, and the Respondent's Board of Directors, and without interference from the Respondent, the Respondent's Board of Directors, and any other Person.

DUTY TO PROVIDE ACCESS AND CO-OPERATION TO THE RECEIVER

3. THIS COURT ORDERS that (i) the Respondent, (ii) all of its current and former directors, officers, employees, agents, accountants, legal counsel and members, and all other persons acting on its instructions or behalf, and (iii) all other individuals, firms, corporations, governmental bodies or agencies, or other entities having notice of this Order (all of the foregoing, collectively, being "Persons" and each being a "Person") shall forthwith advise the Receiver of the existence of any Property in such Person's possession or control, shall grant immediate and continued access to the Property to the Receiver, and shall deliver all such Property to the Receiver upon the Receiver's request.

4. THIS COURT ORDERS that all Persons shall forthwith advise the Receiver of the existence of any books, documents, securities, contracts, orders, corporate, and accounting records, and any other papers, records and information of any kind related to the business or affairs of the Respondent, and any computer programs, computer tapes, computer disks, or other data storage media containing any such information (the foregoing, collectively, the "Records")

in that Person's possession or control, and shall provide to the Receiver or permit the Receiver to make, retain, and take away copies thereof and grant to the Receiver unfettered access to and use of accounting, computer, software, and physical facilities relating thereto, provided however that nothing in this paragraph 4 or in paragraph 5 of this Order shall require the delivery of Records, or the granting of access to Records, which may not be disclosed or provided to the Receiver due to the privilege attaching to solicitor-client communication or due to statutory provisions prohibiting such disclosure.

5. THIS COURT ORDERS that if any Records are stored or otherwise contained on a computer or other electronic system of information storage, whether by independent service provider or otherwise, all Persons in possession or control of such Records shall forthwith give unfettered access to the Receiver for the purpose of allowing the Receiver to recover and fully copy all of the information contained therein whether by way of printing the information onto paper or making copies of computer disks or such other manner of retrieving and copying the information as the Receiver in its discretion deems expedient, and shall not alter, erase, or destroy any Records without the prior written consent of the Receiver. Further, for the purposes of this paragraph, all Persons shall provide the Receiver with all such assistance in gaining immediate access to the information in the Records as the Receiver may in its discretion require including providing the Receiver with instructions on the use of any computer or other system and providing the Receiver with any and all access codes, account names and account numbers that may be required to gain access to the information.

NO PROCEEDINGS AGAINST THE RECEIVER

6. THIS COURT ORDERS that no proceeding (including any arbitration proceeding) or enforcement process in any court tribunal, or before an arbitrator (each, a "Proceeding"), shall be commenced or continued against the Receiver, except with the written consent of the Receiver or with leave of this Court.

NO PROCEEDINGS AGAINST THE RESPONDENT OR THE PROPERTY

7. THIS COURT ORDERS that no Proceeding against or in respect of the Respondent or the Property shall be commenced or continued, except with the written consent of the Receiver or with leave of this Court, and any and all Proceedings currently under way against or in respect

of the Respondent or the Property are hereby stayed and suspended pending further Order of this Court.

NO EXERCISE OF RIGHTS OR REMEDIES

8. THIS COURT ORDERS that all rights and remedies against the Respondent, the Receiver, or affecting the Property, are hereby stayed and suspended, except with the written consent of the Receiver or leave of this Court, provided however that this stay and suspension does not apply in respect of any "eligible financial contract" as defined in the BIA, and further provided that nothing in this paragraph shall: (i) empower the Receiver or the Respondent to carry on any business which the Respondent is not lawfully entitled to carry on; (ii) exempt the Receiver or the Respondent from compliance with statutory or regulatory provisions relating to health, safety or the environment; (iii) prevent the filing of any registration to preserve or perfect a security interest; or (iv) prevent the registration of a claim for lien.

NO INTERFERENCE WITH THE RECEIVER

9. THIS COURT ORDERS that no Person shall discontinue, fail to honour, alter, interfere with, repudiate, terminate, or cease to perform any right, renewal right, contract, agreement, licence, or permit in favour of or held by the Respondent, without written consent of the Receiver or leave of this Court.

10. THIS COURT ORDERS that the Respondent, its directors, employees, members, and/or agents be and are hereby restrained from issuing cheques on, withdrawing any monies from, or in any way dealing with the property of the Respondent or in which the Respondent has an interest, including but not limited to personal property, bank accounts, trust accounts and real property.

11. THIS COURT ORDERS that the Respondent shall be deemed to ratify and confirm whatever the Receiver does in the course of the receivership, so long as it is done in accordance with the HSA, the HSA's regulations, and the terms of the Receiver's appointment, and the Receiver shall not be required to consult with, obtain the approval of, or have its actions ratified by the Respondent.

REPORTING REQUIREMENTS

12. THIS COURT ORDERS that the Receiver shall provide quarterly updates to the Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver.

13. THIS COURT ORDERS that the Receiver shall also provide an annual report to this Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.

CONTINUATION OF SERVICES

14. THIS COURT ORDERS that all Persons having oral or written agreements with the Respondent or statutory or regulatory mandates for the supply of goods and/or services, including without limitation, all computer software, communication and other data services, centralized banking services, payroll services, insurance, transportation services, utility or other services to the Respondent, are hereby restrained until further Order of this Court from discontinuing, altering, interfering with, or terminating the supply of such goods or services as may be required by the Receiver, and that the Receiver shall be entitled to the continued use of the Respondent's current telephone numbers, facsimile numbers, internet addresses, and domain names, provided in each case that the normal prices or charges for all such goods or services received after the date of this Order are paid by the Receiver in accordance with normal payment practices of the Respondent or such other practices as may be agreed upon by the supplier or service provider and the Receiver, or as may be ordered by this Court.

RECEIVER TO HOLD FUNDS

15. THIS COURT ORDERS that all funds, monies, cheques, instruments, and other forms of payments received or collected by the Receiver, and after the making of this Order from any source whatsoever, including without limitation the sale of all or any of the Property and the collection of any rents and accounts receivable in whole or in part, whether in existence on the date of this Order or hereafter coming into existence, shall be deposited into one or more new accounts to be opened by the Receiver (the "Post Receivership Accounts") and the monies

standing to the credit of such Post Receivership Accounts from time to time, net of any disbursements provided for herein, shall be held by the Receiver to be paid in accordance with the terms of this Order or any further Order of this Court.

EMPLOYEES

16. THIS COURT ORDERS that all employees of the Respondent shall remain the employees of the Respondent until such time as the Receiver, on the Respondent's behalf, may terminate the employment of such employees. The Receiver shall not be liable for any employee-related liabilities, including any successor employer liabilities as may provided under any other applicable legislation, other than such amounts as the Receiver may specifically agree in writing to pay.

PIPEDA

17. THIS COURT ORDERS that, pursuant to clause 7(3)(c) of the Canada *Personal Information Protection and Electronic Documents Act*, the Receiver shall disclose personal information of identifiable individuals to prospective purchasers or bidders for the Property and to their advisors, but only to the extent desirable or required to negotiate and attempt to complete one or more sales of the Property (each, a "Sale"). Each prospective purchaser or bidder to whom such personal information is disclosed shall maintain and protect the privacy of such information and limit the use of such information to its evaluation of the Sale, and if it does not complete a Sale, shall return all such information to the Receiver, or in the alternative destroy all such information. The purchaser of any Property shall be entitled to continue to use the personal information provided to it, and related to the Property purchased, in a manner which is in all material respects identical to the prior use of such information by the Respondent, and shall return all other personal information to the Receiver, or ensure that all other personal information is destroyed.

LIMITATION ON ENVIRONMENTAL LIABILITIES

18. THIS COURT ORDERS that nothing herein contained shall require the Receiver to occupy or to take control, care, charge, possession, or management (separately and/or collectively, "Possession") of any of the Property that might be environmentally contaminated, might be a pollutant or a contaminant, or might cause or contribute to a spill, discharge, release,

or deposit of a substance contrary to any federal, provincial, or other law respecting the protection, conservation, enhancement, remediation, or rehabilitation of the environment or relating to the disposal of waste or other contamination including, without limitation, the *Canadian Environmental Protection Act*, the Ontario *Environmental Protection Act*, the Ontario *Water Resources Act*, or the Ontario *Occupational Health and Safety Act*, and all regulations thereunder (the "Environmental Legislation"), provided however that nothing herein shall exempt the Receiver from any duty to report or make disclosure imposed by applicable Environmental Legislation. The Receiver shall not, as a result of this Order or anything done in pursuance of the Receiver's duties and powers under this Order, be deemed to be in Possession of any of the Property within the meaning of any Environmental Legislation, unless it is actually in possession.

LIMITATION ON THE RECEIVER'S LIABILITY

19. THIS COURT ORDERS that the Receiver shall incur no liability or obligation as a result of its appointment or the carrying out the provisions of this Order, save and except for any gross negligence or wilful misconduct on its part. Nothing in this Order shall derogate from the protections afforded the Receiver by any other applicable legislation, including the protections afforded to the Receiver by the HSA and its regulations or any other applicable legislation.

RECEIVER'S ACCOUNTS

20. THIS COURT ORDERS that the Receiver and counsel to the Receiver shall be paid their reasonable fees and disbursements, in each case at their standard rates and charges unless otherwise ordered by the Court on the passing of accounts, and that the Receiver and counsel to the Receiver shall be entitled to and are hereby granted a charge (the "Receiver's Charge") on the Property, as security for such fees and disbursements, both before and after the making of this Order in respect of these proceedings, and that the Receiver's Charge shall, subject to the limits set out in the provisions of the HSA and its regulations, form a first charge on the Property in priority to all security interests, trusts, liens, charges, and encumbrances, statutory or otherwise, in favour of any Person

21. THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.

22. THIS COURT ORDERS that prior to the passing of its accounts, the Receiver shall be at liberty from time to time to apply reasonable amounts, out of the monies in its hands, against its fees and disbursements, including legal fees and disbursements, incurred at the standard rates and charges of the Receiver or its counsel, and such amounts shall constitute advances against its remuneration and disbursements when and as approved by this Court. Any monies advanced to the Receiver and/or the Receiver's Legal Counsel, as set out in this paragraph, shall be reimbursed to the Respondent Applicant, following notice by the Receiver to the Applicant of such advances.

FUNDING OF THE RECEIVERSHIP

23. THIS COURT ORDERS that the Receiver be at liberty and it is hereby empowered to borrow by way of a revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as this Court may by further Order authorize) at any time, at such rate or rates of interest as it deems advisable for such period or periods of time as it may arrange, for the purpose of funding the exercise of the powers and duties conferred upon the Receiver by this Order, including interim expenditures. The whole of the Property shall be and is hereby charged by way of a fixed and specific charge (the "Receiver's Borrowings Charge") as security for the payment of the monies borrowed, together with interest and charges thereon, in priority to all security interests, trusts, liens, charges and encumbrances, statutory or otherwise, in favour of any Person, but subordinate in priority to the Receiver's Charge, subject to and the limitations set out in the provisions of the HSA and its regulations.

24. THIS COURT ORDERS that neither the Receiver's Borrowings Charge nor any other security granted by the Receiver in connection with its borrowings under this Order shall be enforced without leave of this Court.

25. THIS COURT ORDERS that the Receiver is at liberty and authorized to issue certificates substantially in the form annexed as Schedule "A" hereto (the "Receiver's Certificates") for any amount borrowed by it pursuant to this Order.

26. THIS COURT ORDERS that the monies from time to time borrowed by the Receiver pursuant to this Order or any further order of this Court and any and all Receiver's Certificates evidencing the same or any part thereof shall rank on a *pari passu* basis, unless otherwise agreed to by the holders of any prior issued Receiver's Certificates.

SERVICE AND NOTICE

27. THIS COURT ORDERS that the E-Service Protocol of the Commercial List (the "**Protocol**") is approved and adopted by reference herein and, in this proceeding, the service of documents made in accordance with the Protocol (which can be found on the Commercial List website at <http://www.ontariocourts.ca/scj/practice/practice-directions/toronto/e-service-protocol/>) shall be valid and effective service. Subject to Rule 17.05 this Order shall constitute an order for substituted service pursuant to Rule 16.04 of the Rules of Civil Procedure. Subject to Rule 3.01(d) of the Rules of Civil Procedure and paragraph 21 of the Protocol, service of documents in accordance with the Protocol will be effective on transmission. This Court further orders that a Case Website shall be established in accordance with the Protocol with the following URL <http://www.rsmcanada.com/harry-sherman-crowe-housing-co-op>

28. THIS COURT ORDERS that if the service or distribution of documents in accordance with the Protocol is not practicable, the Receiver is at liberty to serve or distribute this Order, any other materials and orders in these proceedings, any notices or other correspondence, by forwarding true copies thereof by prepaid ordinary mail, courier, personal delivery, or facsimile transmission to the Respondent's creditors or other interested parties at their respective addresses as last shown on the records of the Respondent and that any such service or distribution by courier, personal delivery or facsimile transmission shall be deemed to be received on the next business day following the date of forwarding thereof, or if sent by ordinary mail, on the third business day after mailing.

GENERAL

29. THIS COURT ORDERS that the Receiver may from time to time apply to this Court for advice and directions in the discharge of its powers and duties hereunder.

30. THIS COURT ORDERS that nothing in this Order shall prevent the Receiver from acting as a trustee in bankruptcy of the Housing Provider.

31. THIS COURT HEREBY REQUESTS the aid and recognition of any court, tribunal, regulatory, or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory, and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

32. THIS COURT ORDERS that the Receiver be at liberty and is hereby authorized and empowered to apply to any court, tribunal, regulatory, or administrative body, wherever located, for the recognition of this Order and for assistance in carrying out the terms of this Order, and that the Receiver is authorized and empowered to act as a representative in respect of the within proceedings for the purpose of having these proceedings recognized in a jurisdiction outside Canada.

33. THIS COURT ORDERS that any interested party may apply to this Court to vary or amend this Order on not less than seven (7) days' notice to the Receiver and to any other party likely to be affected by the order sought or upon such other notice, if any, as this Court may order.

A handwritten signature in blue ink, appearing to read "Perry", is placed over a horizontal line. To the right of the signature is a handwritten number "3.".

SCHEDULE "A"

RECEIVER CERTIFICATE

CERTIFICATE NO. _____

AMOUNT \$ _____

1. THIS IS TO CERTIFY that RSM Canada Limited, the receiver and manager (the "Receiver") without security, of all of the assets, undertakings, and properties of Harry Sherman Crowe Housing Co-operative Inc. (the "Housing Provider") acquired for, or used in relation to a business carried on by the Housing Provider, including operation of the housing project at 51 The Chimneystack Road on the York University Campus in the City of Toronto, Province of Ontario, including all proceeds thereof (collectively, the "Property"), appointed by Order of the Ontario Superior Court of Justice (Commercial List) (the "Court") dated the _____ day of _____, 20____ (the "Order") made in an action having Court file number _____-CL-_____, has received as such Receiver from the holder of this certificate (the "Lender") the principal sum of \$_____, being part of the total principal sum of \$_____ which the Receiver is authorized to borrow under and pursuant to the Order.
2. The principal sum evidenced by this certificate is payable on demand by the Lender with interest thereon calculated and compounded [daily][monthly not in advance on the _____ day of each month] after the date hereof at a notional rate per annum equal to the rate of _____ per cent above the prime commercial lending rate of Bank of _____ from time to time.
3. Such principal sum with interest thereon is, by the terms of the Order, together with the principal sums and interest thereon of all other certificates issued by the Receiver pursuant to the Order or to any further order of the Court, a charge upon the whole of the Property, in priority to the security interests of any other person, and the right of the Receiver to indemnify itself out of such Property in respect of its remuneration and expenses.
4. All sums payable in respect of principal and interest under this certificate are payable at the main office of the Lender at Toronto, Ontario.
5. Until all liability in respect of this certificate has been terminated, no certificates creating charges ranking or purporting to rank in priority to this certificate shall be issued by the Receiver

to any person other than the holder of this certificate without the prior written consent of the holder of this certificate.

6. The charge securing this certificate shall operate so as to permit the Receiver to deal with the Property as authorized by the Order and as authorized by any further or other order of the Court.

7. The Receiver does not undertake, and it is not under any personal liability, to pay any sum in respect of which it may issue certificates under the terms of the Order.

DATED the _____ day of _____, 20____.

RSM CANADA LIMITED, solely in its capacity as Receiver of the Property, and not in its personal capacity

Per: _____

Name:

Title:

B E T W E E N :

CITY OF TORONTO
(*Applicant*)

-and-

HARRY SHERMAN CROWE HOUSING
CO-OPERATIVE INC.
(*Respondent*)

ONTARIO

SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceeding commenced at Toronto

ORDER
(appointing Receiver, dated March 14, 2023)

CITY SOLICITOR'S OFFICE

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APPENDIX B

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

BETWEEN:

TDB RESTRUCTURING LIMITED

Applicant

and

RSM CANADA OPERATIONS ULC

Respondent

APPLICATION UNDER Rule 14.05(3)(h) of the *Rules of Civil Procedure*

SUBSTITUTION ORDER

THIS APPLICATION made by TDB Restructuring Limited (“**TDB**”) for an order, among other things, substituting the name of RSM Canada Limited with the name TDB Restructuring Limited on the Substituted Mandates (as defined below), was heard was heard this day by way of judicial video conference in Toronto, Ontario by Zoom videoconference

ON READING the Application Record of TDB, including the Affidavit of Bryan A. Tannenbaum sworn February 27, 2024, together with the exhibits attached thereto (the “**Affidavit**”), and on hearing the submissions of counsel for TDB, no one else appearing, although served as evidenced by the Affidavit of Service of Lynda Christodoulou sworn February 28, 2024

1. **THIS COURT ORDERS** that the time for service of the Notice of Application and the Application is hereby abridged and validated so that this application is properly returnable today and hereby dispenses with further service thereof.

BIA MANDATES

2. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Trustee in Bankruptcy (the “**Bankruptcy Trustee**”) of the estate files listed as bankruptcies on Schedule “A” hereto (the “**BIA Estates**”) and as Proposal Trustee (the “**Proposal Trustee**”) of the estate files listed as proposals on Schedule “A” hereto (collectively with the BIA Estates, the “**BIA Mandates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such BIA Mandates or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.
3. **THIS COURT ORDERS** that, for greater certainty all, real and personal property wherever situate of the BIA Estates shall be, remain and is hereby vested in TDB Restructuring Limited in its capacity as Bankruptcy Trustee, to be dealt with by TDB Restructuring Limited in accordance with the provisions of the *Bankruptcy and Insolvency Act* (Canada) (the “**BIA**”), pursuant to its powers and obligations as Bankruptcy Trustee of the BIA Estates.
4. **THIS COURT ORDERS** that TDB Restructuring Limited is authorized and directed to continue and to complete the administration of the BIA Mandates, to deal with the property in the BIA Mandates in accordance with its duties and functions as Bankruptcy Trustee or Proposal Trustee, as the case may be, as set out in the BIA and to receive all remuneration of the Bankruptcy Trustee or Proposal Trustee in the BIA Mandates for services performed from the commencement of each of the BIA Mandates until the discharge of the Bankruptcy Trustee or Proposal Trustee, as applicable.
5. **THIS COURT ORDERS** that the requirement and responsibility for taxation of the Bankruptcy Trustee’s or Proposal Trustee’s accounts in respect of the BIA Mandates with respect to all work performed in respect of such BIA Mandate from the initial appointment of RSM Canada Limited or any other party, through to the completion of the administration of such BIA Mandates and discharge of TDB Restructuring Limited as Bankruptcy Trustee or Proposal Trustee, as applicable, shall be completed using the name TDB Restructuring Limited.

6. **THIS COURT ORDERS AND DIRECTS** that to the extent that security has been given in the name of RSM Canada Limited in cash or by bond of a guarantee company pursuant to section 16(1) of the BIA (the “**Security**”), such Security shall be transferred from the name RSM Canada Limited to the name TDB Restructuring Limited and any party holding such Security be and is hereby directed to take all steps necessary to effect such transfer. TDB Restructuring Limited shall retain all obligations respecting the Security.

RECEIVERSHIP PROCEEDINGS

7. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as the Receiver, Receiver and Manager, or Interim Receiver (collectively, “**Receiver**”) in respect of the mandates listed in Schedule “B” hereto (the “**Receivership Proceedings**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such Receivership Proceedings or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

CCAA PROCEEDINGS

8. **THIS COURT ORDERS** that the name TDB Restructuring Limited be and is hereby substituted in place of the name of RSM Canada Limited as Monitor of the estate files listed as CCAA restructuring proceedings on Schedule “C” hereto (the “**CCAA Estates**”) and any reference to the name RSM Canada Limited in any Court Order in respect of such mandates (the “**CCAA Mandates**”) or any schedule to such Court Order shall be replaced by the name TDB Restructuring Limited.

ESTATE TRUSTEE DURING LITIGATION PROCEEDINGS

9. **THIS COURT ORDERS** that: (i) the name TDB Restructuring Limited be and is hereby substituted in place of the name RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” hereto; and (ii) the name Bryan A. Tannenbaum of TDB Restructuring Limited be and is hereby substituted in place of the name Bryan A. Tannenbaum of RSM Canada Limited as Estate Trustee During Litigation in respect of the mandate listed in Schedule “D” (collectively, the “**Estate Mandates**”), and any reference to the name RSM Canada Limited in any Court Order in respect of such Estate Mandates or any

schedule to such Court Order shall be replaced by the name TDB Restructuring Limited. Collectively, the BIA Mandates, the Receivership Proceedings, the CCAA Mandates and the Estate Mandates are referred to herein as the “**Substituted Matters**”).

SUBSTITUTED MANDATES

10. **THIS COURT ORDERS** that TDB Restructuring Limited (and its directors, officers, employees, agents, legal counsel and other representatives, as applicable) will continue to have all rights, benefits, protections and obligations granted to RSM Canada Limited (and its legal counsel and representatives, as applicable) under any order made in the Substituted Mandates or any statute applicable to the Substituted Mandates or any contract or agreement to which TDB Restructuring Limited is party under the name RSM Canada Limited in the Substituted Mandates. For greater certainty and without limitation, this includes the benefit of any indemnity, charge or priority granted in the Substituted Mandates and relief from the application of any statute including the Personal Information Protection and Electronic Documents Act (Canada) (“**PIPEDA**”).

11. **THIS COURT ORDERS** that to the extent required by the applicable Orders in the Substituted Mandates, the accounts of RSM Canada Limited and its legal counsel in respect of the Substituted Mandates shall be passed in accordance with the applicable Orders in the Substituted Mandates in the name and on the application of TDB Restructuring Limited.

ACCOUNTS

12. **THIS COURT ORDERS** that TDB Restructuring Limited be and is hereby authorized to transfer any and all accounts from the name RSM Canada Limited to the name TDB Restructuring Limited and, if the name on such accounts cannot be changed, to transfer all funds that remain in its trust bank accounts that belong or relate to the Substituted Mandates, or otherwise, to accounts in the name TDB Restructuring Limited, and TDB Restructuring Limited be and is hereby authorized to take all steps and to execute any instrument required for such purpose. Any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of

this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

13. **THIS COURT ORDERS AND DIRECTS** that TDB Restructuring Limited be and is hereby authorized to endorse for deposit, deposit, transfer, sign, accept or otherwise deal with all cheques, bank drafts, money orders, cash or other remittances received in relation to any of the Substituted Mandates where such cheques, bank drafts, money orders, cash or other remittances are made payable or delivered to the name TDB Restructuring Limited, in relation to the same, and any bank, financial institution or other deposit-taking institution with which TDB Restructuring Limited banks be and is hereby authorized to rely on this Order for all purposes of this paragraph and shall not be under any obligation whatsoever to inquire into the propriety, validity or legality of any of the foregoing actions.

GENERAL

14. **THIS COURT ORDERS** that this Order shall be effective in all judicial districts in Ontario which govern any of the Substituted Mandates.

15. **THIS COURT ORDERS** that the requirement for a separate Notice of Motion and supporting Affidavit to be filed in the Court file of each of the Substituted Mandates be and is hereby waived.

16. **THIS COURT ORDERS** that TDB Restructuring Limited shall notify the parties on the Service Lists of the Substituted Mandates (if applicable) of the new website established for such Substituted Mandate and shall post a copy of this Order to the website of each Substituted Mandate and that such notice shall satisfy all requirements for service or notification of this motion and this Order on any interested party in the Substituted Mandates including, without limitation, proven creditors within the BIA Mandates, parties on the Service Lists of the Substituted Mandates (if applicable), the applicable bankrupts or debtors within the Substituted Mandates, and any other person, and any other requirements of service or notification of this motion be and is hereby waived.

17. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States, to give

effect to this Order and to assist TDB Restructuring Limited in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to TDB Restructuring Limited as may be necessary or desirable to give effect to this Order, or to assist TDB Restructuring Limited and its agents in carrying out the terms of this Order.

18. **THIS COURT ORDERS** that this Order is effective from today's date and is enforceable without the need for entry or filing.



Schedule “A”: BIA Mandates

Bankruptcies

	Name	Estate Number
1.	Carrington Homes Limited	31-457618
2.	Fernicola, George	31-457619
3.	D. Mady Investments Inc.	31-2281994
4.	Eco Energy Home Services Inc.	31-2502463
5.	Ontario HVAC & Water Inc.	31-2613545
6.	2305992 Ontario Inc.	31-2655918
7.	Fernwood Developments (Ontario) Corporation	31-2661061
8.	Legal Print and Copy Incorporated	31-2884436
9.	Commerce Copy Incorporated	31-2884438
10.	TDI-Dynamic Canada, ULC	31-2903815
11.	Limestone Labs Limited	31-2907613
12.	2465409 Ontario Inc.	31-2939766
13.	Creative Wealth Media Finance Corp.	31-3003083
14.	Knight-Pro Inc.	31-3013900
15.	Ulmer, Blair	32-159136

Division 1 Proposals

	Name	Estate Number
1.	Vaughn Mills Packaging Ltd.	31-2895096
2.	RLogistics Limited Partnership	31-3040679
3.	RLogistics Inc.	31-3042209
4.	1696308 Ontario Inc.	31-3042213

Schedule “B”: Receivership Proceedings

Name	Court / OSB Number
1. Z. Desjardins Holdings Inc.	CV-23-00706607-00CL
2. 485, 501 and 511 Ontario Street South, Milton, ON	CV-23-00696349-00CL
3. Eco Energy Home Services Inc.	CV-19-614122-00CL
4. 3070 Ellesmere Developments Inc.	CV-19-00627187-00CL
5. Fernwood Developments Ontario Corporation	CV-20-00635523-00CL
6. Utilecredit Corp.	CV-20-00636417
7. 134, 148, 152, 184/188, 214, 224 and 226 Harwood Avenue, Ajax, ON	CV-20-00651299-00CL
8. Greenvilla (Sutton) Investment Limited (private receivership)	31-459273
9. 2088556 Ontario Inc. (private receivership)	31-459274
10. 935860 Ontario Limited (private receivership)	31-459275
11. Areacor Inc.	CV-22-00674747-00CL
12. Limestone Labs Limited and CleanSlate Technologies Incorporated (private receivership)	31-459498
13. 12252856 Canada Inc.	CV-22-00691528-00CL
14. Harry Sherman Crowe Housing Co-operative Inc.	CV-22-00688248-00CL
15. Richmond Hill Re-Dev Corporation	CV-23-00695238-00CL
16. Stateview Homes (Hampton Heights) Inc.	CV-23-00700356-00CL
17. 142 Queenston Street, St. Catharines, ON	CV-23-00705617-00CL
18. 2849, 2851, 2853, 2855 and 2857 Islington Avenue, Toronto, ON	CV-23-00701672-00CL
19. 311 Conacher Drive, Kingston, ON	CV-23-00701672-00CL
20. Real Property owned by King David Inc.	CV-23-00710411-00CL
21. CBJ Developments Inc. et al.	CV-23-00707989-00CL
22. 25 Neighbourhood Lane, Etobicoke, ON M8Y 0C4	31-459784

Schedule “C”: CCAA Proceedings

Name	Court Number
1. Quality Sterling Group, comprising Quality Rugs of Canada Ltd., Timeline Floors Inc., Ontario Flooring Ltd., Weston Hardwood Design Centre Inc., Malvern Contact Interiors Ltd., Timeline Floor Inc. Ontario Flooring Ltd. Weston Hardwood Design Centre Inc. Malvern Contract Interior Limited Quality Commercial Carpet Corporation Joseph Douglas Pacione Holding Ltd. John Anthony Pacione Holding Ltd. Jopac Enterprises Limited, and Patjo Holding Inc.	CV-23-00703933-00CL

Schedule “D”: Estate Trustee During Litigation Proceedings

Name	Court Number
1. The Estate of Sarah (Sue) Turk *	01-3188/14
2. The Estate of Sarah (Sue) Turk *	05-35/14
3. The Estate of Lev Alexandr Karp – <i>discharge pending</i>	05-100/17 05-265/17
4. The Estate of Peter Trezzi	01-4647/16
5. The Estate of Florence Maud Anderson *	05-159/19
6. Estate of Murray Burke	2988/19
7. Estate of Robert James Cornish	CV- 23-00693852-00ES
8. Estate of Anne Takaki *	CV-22-00011105-00ES
9. Estate of John Takaki *	CV-22-00011105-00ES
10. Estate of James Frederick Kay **	06-006/14
11. Klaczkowski Family Trust **	CV-21-00659498-00ES
12. Estate of Ethel Ailene Cork **	CV-23-00710309-00ES
13. Estate of Justin Milton Cork **	CV-23-00710291-00ES

* In the name of Bryan A. Tannenbaum of RSM Canada Limited.

** In the name of Bryan A. Tannenbaum only.

TDB RESTRUCTURING LIMITED

and

RSM CANADA OPERATIONS ULC

Court File No. CV-24-00715515-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

Proceedings commenced at TORONTO

O R D E R

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APPENDIX C



TDB Restructuring Limited
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IN THE MATTER OF THE RECEIVERSHIP OF

HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

FIRST REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

MARCH 19, 2024

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. On March 1, 2024, the Court granted an order substituting TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Appendix “B”**.
3. The Appointment Order authorizes the Receiver to, among other things:
 - (a) take possession and exercise control over the Property and any and all proceeds, receipts and disbursements arising out of, or from, the Property;
 - (b) to receive, preserve, and protect the Property, or any part or parts thereof, including, but not limited to, the changing of locks and security codes, the relocating of Property to safeguard it, the engaging of independent security personnel, the taking of physical inventories and the placement of such insurance coverage as may be necessary or desirable;
 - (c) manage, operate, and carry on the business of the Co-op, including the powers to enter into any agreements, incur any obligations in the ordinary course of business, cease to carry on all or any part of the business, or cease to perform any contracts of the Co-op;
 - (d) engage consultants, appraisers, agents, experts, auditors, accountants, managers, counsel and such other persons from time to time and on whatever basis, including on a temporary basis, to assist with the exercise of the Receiver’s powers and duties, including without limitation those conferred by the Appointment Order; and

- (e) receive and collect all monies and accounts now owed or hereafter owing to HSC and to exercise all remedies of HSC in collecting such monies, including, without limitation, to enforce any security held by the HSC.
- (f) The Appointment Order empowers the Receiver to borrow by way of revolving credit or otherwise, such monies from time to time as it may consider necessary or desirable, provided that the outstanding principal amount does not exceed \$500,000 (or such greater amount as the Court may order), for the purpose of funding the administration of the receivership and the exercise of the Receiver's powers and duties.

4. Paragraphs 12 and 13 of Appointment Order require the Receiver to:

- (a) provide quarterly updates to the Applicant Service Manager, which reports shall be shared with the Respondent and its members, to update the Service Manager and, through it, the Housing Provider and its membership, of the actions taken and decisions made by the Receiver in respect of the Property, provided that the information included in such reports shall be in the sole discretion of the Receiver; and
- (b) provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment.

5. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver's website, which can be found at <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-operative-inc/>.

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1.1 Purpose of the First Report to Court

6. The purpose of this first report to Court (the “**First Court Report**”) is to:

- a) advise the Court of the actions taken and decisions made by the Receiver under its appointment, including the Receiver’s decision to replace the Receiver’s independent legal counsel, in accordance with paragraph 13 of the Appointment Order;
- b) provide the Court with information in relation to certain capital repairs projects approved by the City of Toronto (the “**City**”) and progress made by the Receiver and Community First Developments Inc. (“**CFDI**”), the property manager engaged by the Receiver;
- c) provide the Court with a summary of the Receiver’s statement of interim cash receipts and disbursements (the “**Interim SRD**”) for the period March 14, 2023 to March 11, 2024; and
- d) request that the Court grant an order:
 - i. approving the Quarterly Reports (defined below) and the First Court Report and the activities and conduct of the Receiver as described in the Quarterly Reports and the First Court Report;
 - ii. approving the R&D; and
 - iii. approving the fees and disbursements of the Receiver.

1.2 Terms of Reference

7. In preparing this First Court Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in the First Court Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the

Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.

8. Unless otherwise stated, all dollar amounts contained in the First Quarterly Report are expressed in Canadian dollars.

2.0 BACKGROUND

9. The background leading up to the appointment of the Receiver can be found in the City of Toronto's application record dated November 10, 2022, which is posted on the Receiver's website at <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.
10. Briefly, on October 4, 2022, the City of Toronto commenced an application for the appointment of a receiver pursuant to *Housing Services Act, 2011* (the “**HSA**”), which appointment was ordered by the Honourable Justice Penny on March 14, 2023. The application was commenced because HSC failed to comply with certain requirements of the HSA, despite being provided with notice and an opportunity to cure the identified failures.

3.0 RECEIVER’S ACTIVITIES

11. In accordance with paragraph 12 of the Appointment Order, the Receiver has posted on its website, its first, second and third quarterly reports (the “**Quarterly Reports**”), which set out the Receiver’s activities for the periods March 14, 2023 to June 13, 2023, June 14, 2023 to September 18, 2023 and September 19, 2023 to December 14, 2023. In consultation with the Applicant, the posting of the Quarterly Reports to the Receiver’s website was determined to be satisfactory for the purposes of paragraph 12 of the Appointment Order. The Quarterly Reports are attached hereto, without appendices, as **Appendix “C”**, **Appendix “D”** and **Appendix “E”**.

12. A summary of the Receiver's activities since December 14, 2023, are set out below:

- a) corresponded with the Co-op's auditor to finalize the audited financial statements for the year ended June 30, 2023 and filed same with the City and Canada Revenue Agency ("CRA");
- b) corresponded with the Co-op's auditor to finalize the corporate tax return for the year ended June 30, 2023 and filed same with CRA;
- c) completed and filed with CRA various HST rebate forms for the Co-op;
- d) finalized and filed with the City the Co-op's amended Annual Information Return ("AIR") for the year ended June 30, 2022 and the AIR for the year ended June 30, 2023;
- e) completed all things necessary to update resident housing deposits and housing charges for those residents paying by electronic funds transfer, pursuant to instructions from CFDI;
- f) continued with approval and payment of the Co-op's ongoing operating liabilities and property taxes;
- g) approved and effected capital repairs and maintenance to the Co-op's common areas and systems and various units, as necessary;
- h) reviewed and commented on monthly property management reports from CFDI;
- i) approved payment arrangements for certain residents in arrears of housing (rent) payments;
- j) attended several notice to appear meetings with CFDI and residents in arrears of housing (rent) payments and decided on whether to issue eviction decisions;
- k) received and invested in a guaranteed investment certificate capital repairs funding received from the City pursuant to its Canada-Ontario Community

Housing Initiative Agreement (the “**COCHI Agreement**”), which is discussed in further detail below;

- I) attending to all other administrative matters with respect to the receivership administration, including supervision, all meetings, telephone and virtual attendances and written and verbal correspondence to facilitate the forgoing.

4.0 CHANGE OF COUNSEL

13. Upon its appointment, in accordance with paragraph 2 (d) of the Appointment Order, the Receiver retained Blaney McMurtry LLP (“**Blaneys**”) as its independent legal counsel for this receivership proceeding.
14. The Partner at Blaney’s with carriage of the file retired in or about June 2023 and the file was passed on to another partner at Blaneys.
15. In or about October 2023, the Receiver required Blaneys to respond to certain questions of a legal nature posed by HSC’s auditor with respect to finalization of the treatment of certain amounts in and notes to the June 2023 audited financial statements of the Co-op; however, Blaneys was unresponsive.
16. After the auditor emailed Blaney’s on several occasions and the Receiver sent numerous follow up emails to Blaney’s with no response, the Receiver held several calls with HSC’s auditor to ascertain what could be done to satisfy the auditor so that the June 2023 financial statements could be finalized and issued by the auditor. The auditor worked with the Receiver to obtain sufficient and appropriate audit evidence for the financial statements to be issued.
17. In January 2024, Blaney’s responded to the auditor; however, at that point, the June 30, 2023 financial statements had already been finalized and filed with the City and CRA.
18. In late February 2024, the Receiver replaced Blaney’s with WeirFoulds LLP as its independent legal counsel.

5.0 CAPITAL REPAIRS PROJECTS AND FUNDING

19. As referred to above, the Receiver entered into the COCHI Agreement with the City in early December 2023 with a view to obtaining funding for certain desperately needed capital repairs to the Co-op.
20. While not all of the capital repairs the Receiver applied for were approved, the City did approve the following capital repairs:
 - a) roof replacement;
 - b) replacement of fire alarms over 10 years old;
 - c) repaving of road and parking areas;
 - d) replacement of uneven paving;
 - e) replacement of ground lighting;
 - f) replacement of hallway/common area and underground parking lighting;
 - g) elevator modernization; and
 - h) booster pump replacement.
21. In accordance with the COCHI Agreement, the City has advanced \$431,250 to the Receiver, which represents 30% of the total approved funding, which the Receiver has invested in a short-term guaranteed investment certificate. Further monies will be advanced to the Receiver as eligible work progresses and payments to consultants and trades are made in accordance with the COCHI Agreement. A copy of the COCHI Agreement has not been attached hereto; however, should the Court require it, the Receiver will provide same.
22. Attached hereto as **Appendix “F”** is a progress report on the various projects approved and funded by the City and an estimated timeline for completion of same.

6.0 RECEIVER'S INTERIM SRD

23. Attached hereto as **Appendix "G"** is the Receiver's Interim SRD for the period March 14, 2023 to March 11, 2024. During this period, cash receipts were \$4,197,332 and cash disbursements were \$3,567,713, resulting in an excess of receipts over disbursements of \$629,619. The cash balance in the Receiver's trust account totals \$198,369 and as set out above, the Receiver has invested \$431,250 funded by the City for capital repairs in a short-term guaranteed investment certificate.
24. The Receiver has left open HSC's operating account to which, among other things, residents of the Co-op pay housing and parking charges via electronic funds transfers and the City deposits its monthly subsidy payments. On a daily basis, the Receiver receives a report of HSC's operating account activity from Bank of Montreal ("BMO") and accepts or rejects any debits to the account, as appropriate. Credits or receipts to the account are automatically accepted by BMO. The Receiver, on a monthly basis, sweeps this operating account and transfers the funds in it to the Receiver's trust account. The balance in HSC's operating account as at March 11, 2024 was \$44,215.

7.0 PROFESSIONAL FEES AND DISBURSEMENTS

25. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 21 of the Appointment Order, the Receiver and its counsel shall pass their accounts before the Court.
26. The Receiver's accounts total \$230,391.50 and \$366.95 in fees and disbursements, respectively, plus HST of \$29,998.58 for a total amount of \$260,757.03 from March 14, 2023 to January 31, 2024. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on * and attached to this Report as **Appendix "G"**.

8.0 CONCLUSION AND RECOMMENDATION

27. The Receiver is continuing to work with the City, CFDI and various other constituents to ensure that the housing project is operating in a manner consistent with the HSA and to complete the various capital repairs projects, which the City has approved and funded.
28. The Receiver recommends continuing the appointment of the Receiver until such time as the housing project is being operated in full compliance with the HSA, the various capital repairs projects approved and funded by the City being completed and the housing provider set to assume responsibility for managing and operating the housing project at that stage is capable of managing the housing project as a going concern with the support of the City and other stakeholders. The City of Toronto has advised that it is supportive of this recommendation.

9.0 RECEIVER'S REQUEST OF THE COURT

29. Based on the foregoing, the Receiver respectfully requests that the Court grant the order described in paragraph 6 (d) above.

All of which is respectfully submitted to this Court as of this 19th day of March 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:


Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX D



TDB Restructuring Limited
Licensed Insolvency Trustee

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IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

SUPPLEMENT TO THE FIRST REPORT TO THE COURT OF
TDB RESTRUCTURING LIMITED

APRIL 22, 2024

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Appointment Order**”).
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited (“**TDB**”) in place of RSM Canada Limited (“**RCL**”) as Receiver.
3. This report (the “**Supplemental Report**”) is a supplement to the first report to the Court of the Receiver dated March 19, 2024 (the “**First Court Report**”) and should be read in conjunction with the First Court Report. Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the First Court Report.

1.1 Purpose of the Supplemental Report

4. The purpose of the Supplemental Report is to provide the Court with information in reply to the Affidavit of Rosell Kerr sworn April 16, 2024 (the “**Kerr Affidavit**”) and clarify certain matters raised in the Kerr Affidavit.
5. The Receiver notes that the Kerr Affidavit does not expressly indicate whether Ms. Kerr has submitted her evidence on behalf of the Co-op or its board members (the “**Board**”), or in her personal capacity. Significantly, Ms. Kerr does not indicate in the Kerr Affidavit whether she is authorized by the Co-op members or the Board to submit her affidavit and “raise areas of concern” in respect of the relief requested by the Receiver.

2.0 REPLY TO THE KERR AFFIDAVIT

6. The Receiver’s comments with respect to certain of the issues raised in Ms. Kerr’s affidavit are set out below. As preliminary comments, the Receiver:

- a) has not addressed every matter raised by Ms. Kerr and cannot speak: (i) to events that transpired prior to the Receiver's appointment; and (ii) for the City of Toronto (the "**City**");
- b) understands that many, if not all, of the items raised by Ms. Kerr with respect to the City were addressed and at issue in the City's application for the appointment of the Receiver; and,
- c) has not engaged in "extensive audits" of the allegations made by the City, as suggested in paragraph 16 of the Kerr Affidavit, and is not aware of any such "audit".

2.1 Notification of Change of Name

- 7. On February 1, 2024, the name RCL was changed to TDB and, as referred to above, on March 1, 2024, the Court issued an order substituting the name TDB for RCL on all of RCL's ongoing mandates (the "**Omnibus Order**"). Community First Developments Inc. ("**CFDI**"), the property manager engaged by the Receiver, and the licensed insolvency trustees with carriage of this matter have remained the same throughout the receivership administration.
- 8. In paragraph 7 of the Kerr Affidavit, Ms. Kerr comments that the Omnibus Order was obtained without notice or service of any materials. The Receiver is unclear as to whether any issue is taken by Ms. Kerr, the Co-Op or the Board regarding notice of the application for the Omnibus Order, but the Receiver notes that the recitals to the Omnibus Order expressly state that the Application Record was served. The Receiver also notes that service of notice of the Application for the Omnibus Order is not required on stakeholders of the various mandates for which RCL was appointed as their rights or interests are not affected by the Omnibus Order.

2.2 Triggering Events and Financial Stability of the Co-op

- 9. As referred to in paragraph 20 of the Kerr Affidavit, certain triggering events led up to the appointment of the Receiver. These triggering events are identified pursuant to section 83 of the *Housing Services Act 2011* (the "**Act**") and summarized in the City's letter to the Co-op dated March 29, 2021 (the "**Notice of Triggering Events**"). A

copy of the Notice of Triggering Events is attached hereto as **Appendix “A”**. To summarize, the triggering events identified include:

- a) Contravening the Act or regulations by failing to comply with s. 75(1) of the Act to operate the housing project and govern itself in accordance with prescribed provincial requirements and local standards made by the Service Manager¹ and by failing to comply with s. 69(2) of the Act to ensure the project is well managed; and
- b) Failing to operate the designated housing project properly.

10. The underlying issues giving rise to the triggering events leading up to the appointment of the Receiver, and the consequences arising therefrom, continue to be addressed by the Receiver, including the following items:

- a) CFDI is continuing to work with Rent-Geared-to-Income (“**RGI**”) households to obtain missing information in their files, which information was missing from prior to the Receiver’s appointment and continues to be outstanding notwithstanding repeated attempts by CFDI to obtain same;
- b) as set out in the Kerr Affidavit, the number of RGI households required to be maintained by the Co-op is 90. The number of RGI units currently maintained by the Co-op is below the required threshold and the Receiver and CFDI are attempting to increase the number of RGI households as units within the Co-op are vacated over time by households paying market rent;
- c) prior to the Receiver’s appointment, the Board filled vacated units with market rent households instead of RGI households, notwithstanding the City’s requirements, and either did not provide the City with accurate reporting or any reporting at all. As a result, the City provided a level of subsidy based on the misreported or historical number of RGI households, which subsidy levels exceeded warranted amounts. On the basis that the Receiver has now provided the City with audited financial statements and annual information reports for the years ended June 30, 2022 and 2023, the City has advised that it intends to

¹ The Service Manager under the Act is the City of Toronto

recoup the excess subsidies paid historically by reducing its monthly subsidy on a go forward basis. The Receiver is now managing the costs of operating the Co-op with a lower monthly subsidy from the City; and

- d) as described in the First Court Report, there are several capital projects that have been approved and partially funded by the City, which need to be completed by the Receiver.

11. In paragraph 20, the Kerr Affidavit states that the Receiver has invested \$431,250.00 in term deposits and that this is evidence that the Co-op is financially stable. At paragraphs 21 and 23 of the First Court Report and note 1 to the Receiver's statement of receipts and disbursements, the Receiver has explained that these funds have been advanced by the City for the specific purpose of completing capital projects approved by the City. The Receiver has invested the funds in a guaranteed investment certificate to: (i) earn a better rate of interest on the funds; and (ii) segregate the funds from general operating funds so that they are not unintentionally used for a purpose other than for what they have been specifically provided. The Receiver is uncertain as to whether Ms. Kerr has mistakenly understood that these funds are for general use. The financial stability of the Co-op is further discussed below.

2.3 Market Rent vs. RGI Income and Financial Report

12. As a preliminary matter, in paragraphs 21, 22 and 29 of the Kerr Affidavit, reference is made to the Receiver's "annual financial statements" or "annual financial report". To be clear, the Receiver has not provided financial statements or any form of annual financial report. The Receiver has provided quarterly reports and an annual report in accordance with its duties under the Appointment Order. The Receiver's report sets out the Receiver's activities, relevant information for the Court, the Receiver's interim statement of cash receipts and disbursements and fees to January 31, 2024 and seeks approval of the Court for same. The Receiver's interim statement of cash receipts and disbursements does not constitute a financial statement or financial report.

13. The Kerr Affidavit states at paragraph 22 that "the Board inquired from the Receiver answers in relation to the distinction between RGI income and market income. To date the Board have not received any clarification or breakdown from the Receiver."

The Receiver has no knowledge of any such request from Ms. Kerr or the Board to which she refers. Without any particulars as to the date and form in which these requests are alleged to have been made, the Receiver is unable to comment further.

14. In the Kerr Affidavit, at paragraph 25, Ms. Kerr has asked for a breakdown of, among other things, the subsidy paid by the City for the Receiver's fees. Paragraph 5 of the affidavit of Arif Dhanani states that the Receiver's fees and disbursements plus HST have been subsidized by the City of Toronto. To be clear, the full amount of the Receiver's fees, disbursements and HST associated therewith have been funded by the City and have not been paid from any subsidies intended for the housing project or in respect of RGI subsidies.
15. In order to be helpful and provide Ms. Kerr with financial information that she may be traditionally familiar with, the Receiver has attached hereto as **Appendix "B"**, the annual audited financial statements of the Co-op for the year ended June 30, 2023. The Receiver notes that:
 - a) although its financial position as at June 30, 2023 has improved slightly from June 30, 2022, the Co-op continues to be insolvent; and
 - b) the amount of the government subsidy (re)payable to the City has increased from the prior year. The Receiver believes that the subsidy (re)payable to the City may be even greater as at June 30, 2024 as a result of the full impact of the issue raised in 10 (c) above.

2.4 Maintenance and Repairs and Property Management Fees

16. In paragraph 27 of the Kerr Affidavit, Ms. Kerr sets out that repairs and maintenance costs reported by the Board's maintenance staff in 2022 were \$53,736 and that the forecast for 2023 was \$174,111; however, the audited financial statements set out that repairs and maintenance costs were actually much higher: (i) \$714,250 for the year ended June 30, 2022; (ii) \$658,319 for the year ended June 30, 2023; and (iii) the budgeted amount for repairs and maintenance costs for the year ended June 30, 2023 was \$440,586.

17. Property management fees have increased significantly on the basis that the Receiver engaged CFDI after evaluating the qualifications and performance of the property managers engaged by the Board following the Receiver's appointment. CFDI is a reputable property manager with a history of managing large properties and is well known in the non-profit and social housing sector, having a separate accounting department with appropriate internal controls and segregation of duties.
18. The Receiver's comments, observations and evaluation based on the Board's oversight of both the books and records of the Co-op, and the Co-op's property managers engaged prior to and at the time of the Receiver's appointment and CFDI's discussions with various residents after its engagement by the Receiver is set out below:
 - a) the property managers engaged by the Co-op at the time of the Receiver's appointment were two individuals;
 - b) there was no segregation of duties and one of the property managers was also completing the Co-op's accounting; however, this individual had no formal accounting accreditation or experience and the other individual did not appear to have any qualifications at all;
 - c) both property managers failed the Ontario Non-Profit Housing Association's RGI administration course, the successful completion of which is mandatory for all new RGI administrators in the City of Toronto regardless of whether new administrators have completed any previous training on RGI administration/simplification;
 - d) among other things, the books and records of the Co-op were in disarray, bank reconciliations had not been completed in several months until the Receiver requested that they be brought up to date and the Co-op's HST rebate claims had been rejected by Canada Revenue Agency on the basis that they were incorrectly filed;
 - e) the Co-op's former auditor advised that the June 30, 2022 financial statements had not been completed as there was missing information and outstanding questions that had not been answered by either the Board or the accounting/property management staff;

- f) the Receiver came to later learn from CFDI, based on resident complaints and work orders submitted, that a significant number of units, the common elements, and the building systems, had been neglected and that residents were suffering, among other things, from: (i) very significant pest control issues; (ii) severe plumbing issues; (iii) rotting kitchen and bathroom cabinets and raised flooring (as a result of leaks and flooding from the plumbing issues); and (iv) allergies from mould accumulation; and
- g) a significant number of residents complained to CFDI about the above issues and that the issues were raised with the prior property managers and the Board and that nothing had been done about them.

19. The Receiver is of the view that the condition of the Property suffered from a lack of appropriate repairs and maintenance and as such, the present increase in property management fees and repair and maintenance fees, is appropriate and necessary. In addition, the Receiver recommends that its appointment continue until, among other things, the Property is brought back to an appropriate standard and condition, which includes the work described in the First Court Report.

2.5 Professional Fees and Disbursements

20. While the Kerr Affidavit sets out Ms. Kerr's opinion in paragraph 31 that the Receiver's average hourly rate of \$435.85 is excessive, based on the fee affidavits submitted by many of the Receiver's competitors in other insolvency proceedings, the Receiver's hourly rate in respect of this mandate is below market and was discounted to consider the nature of this particular engagement.

21. The webpage that Ms. Kerr refers to in paragraph 31 of her affidavit as something that "already existed" is misconstrued. The Receiver, as is standard practice in court-appointed receivership matters, is expected to create a case website in respect of these particular proceedings. The website referred to in the Receiver's invoices is the Receiver's website and the specific webpage referred to in the Receiver's invoices was set up in accordance with the Court's e-Service Protocol.

22. While the Receiver is surprised that it is required to provide this context, given the allegation made in the Kerr Affidavit at paragraph 32, it appears necessary. Mr.

Tannenbaum is the Receiver's senior restructuring partner and has significant experience with receivership administrations in the non-profit and social housing sector. While there are numerous comments about Mr. Tannenbaum's involvement with the file, including signing cheques and making electronic payments, it should be noted that the Receiver is a court-officer and a fiduciary and that it is responsible and accountable for the funds entrusted to it. The act of "signing cheques" involves Mr. Tannenbaum's review and approval of all disbursements from the Co-op's operating account and the Receiver's trust account, all of which are critical to ensuring that every disbursement made is appropriate and accurate. No one in the Receiver's office, other than a licensed insolvency trustee, has the ability or authority to sign cheques or make electronic payments. The approval and disbursement of trust funds is not an "administrative" task but is an important function reserved to be completed by a licensed insolvency trustee.

3.0 CONCLUSION

23. Based on the foregoing, the Receiver respectfully requests that the Court grant the order requested in the First Court Report.

All of which is respectfully submitted to this Court as of this 22nd day of April 2024.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:


Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX E



SUPERIOR COURT OF JUSTICE

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-22-00688248-00CL

DATE: Apr 29 2024

NO. ON LIST:2

TITLE OF PROCEEDING: CITY OF TORONTO v. HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

BEFORE: JUSTICE PENNY

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark Siboni	CITY OF TORONTO	mark.siboni@toronto.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Courtney Betty	HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.	betty@bettyslaw.com
Julian Castro		Julian@bettyslaw.com

For Other, Self-Represented:

Name of Person Appearing	Name of Party	Contact Info
Philip Cho	Counsel for Receiver	pcho@weirfoulds.com
Brian Tannenbaum	Counsel for Receiver	btannenbaum@tdbadvisory.ca
Arif Dhanani	Counsel for Receiver	adhanani@tdbadvisory.ca

ENDORSEMENT OF JUSTICE PENNY:

- [1] The Receiver moves for an order approving: its First Report; the interim statement of receipts and disbursements; and the Receiver's fees.
- [2] The Respondent is a co-op housing project governed by the *Housing Services Act, 2011*. Under the *HSA*, the City of Toronto is the "service manager". The service manager is entitled to certain disclosures, ongoing reporting and such from registered housing Toronto co-ops. As a result of specific deficiencies in building maintenance and management, governance, and financial reporting, Toronto took the extraordinary step of bringing an application for the appointment of a receiver over the assets and undertaking of the Co-op. By order of March 14, 2023, I granted the order and appointed RSM Canada as Receiver. RSM subsequently changed its name to TDB Restructuring. Conway J. made an omnibus order changing RSM in the title of proceedings to TDB. My order required the Receiver to provide quarterly reports to Toronto and the Co-op, and to report to the Court at least annually.
- [3] Over the course of the last year the Receiver has worked diligently to remedy many of the deficiencies and problems. Among other things, the Receiver has: assessed the capabilities of, and replaced, the former property managers; worked with the new property manager to prepare accurate monthly financial statements, rent geared to income (RGI) calculations, urgent repair requests, essential services and up to date tax filings; worked with the auditor to prepare annual audited financial statements; attended to urgent maintenance and repairs in units, common areas and mechanical systems; updated housing deposits and charges; and administered funding to address necessary capital repairs. The capital repairs include roof replacement, fire alarm replacement, road and parking re-pavements, indoor and outdoor lighting upgrades and replacement, and elevator modernization. The Receiver has also prepared, and made available to both Toronto and the Co-op, quarterly reports, and has completed, and filed with this motion, the Receiver's first annual report. Among other things, the Receiver reports that the Co-op is still insolvent and could not continue without support from the Toronto.
- [4] Not all of the capital repairs applied for to Toronto were approved. It is anticipated that other applications for approval will be made once the current slate of projects is completed or nearing completion. The Receiver provided a progress report on the approved projects. The most complicated and involve project is the elevator renovation, which has an anticipated completion date of March 2025. The Receiver continues to work with the service manager, the property manager, the Co-op and other stakeholders to ensure the Co-op is operating in a manner consistent with the *HSA* and to complete various capital projects which Toronto has approved and funded (with earmarked funds). The Receiver recommends continuing the appointment until such time as the housing project is being operated in full compliance with the *HSA*, the various capital repair projects approved and funded by Toronto are completed and the Co-op is at a stage where it is capable of managing the project as a going concern. Toronto supports this recommendation.
- [5] The Co-op filed the affidavit of Rosell Kerr, who is the Chair of the Co-op board. In her affidavit, Ms. Kerr raised a number of concerns related to the Receiver and the ongoing receivership. In a supplement to its First Report, the Receiver comprehensively responded to those concerns, many of which appear to have resulted from a misunderstanding of what is actually happening, what the true financial circumstances of the Co-op are and what should be done in the future. I accept the Receiver's explanations in the supplementary report. For example, Ms. Kerr was concerned about the cost of the Receivership – but did not appreciate that the cost of the receivership was being paid by Toronto, not out of Co-op revenues. Ms. Kerr felt that the fact that the Co-op had over \$400,000 in its account showed the

Co-op was solvent – when in fact these funds are an advance from Toronto for capital repairs, earmarked for specific upgrades.

- [6] Although efforts to explore a consent order today were unsuccessful, in the end, Mr. Betty, on behalf of the Co-op, did not oppose the specific relief being sought today. His concern, and the concerns of the Co-op, relate to the path forward and to obtaining greater clarity about when the triggering events which lead to the receivership will have been sufficiently addressed to warrant return of control of the Co-op to its board of directors.
- [7] At the close of submissions, I indicated that I would grant the order sought today and provide some suggestions for the path forward. I am satisfied with the Receiver's First Report and with the actions taken by the Receiver to date, as documented in the Report. I am likewise satisfied with the interim statement and with the Receiver's outline, and amount of, its fees.
- [8] The Receiver's motion is granted. Order to issue in the form signed by me this day.
- [9] In my view, the past year has been spent dealing with the most urgent and pressing problems; this was necessarily so given the extent and seriousness of the physical, financial, governance and other problems being faced by the Co-op. Now that the situation has begun to stabilize, the Receiver should, as outlined in the First Report, continue with the initiatives it has undertaken. At the same, time, in this next phase of the receivership, Toronto and the Receiver should work with the Co-op to begin working toward a plan for when and how the transition back to board control might be achieved.
- [10] For example, counsel for Toronto advised that there are various resources available to board members, and potential board members, to help them understand what is required to successfully manage a co-op housing project. I strongly recommend that the board work with Toronto to understand and utilize these resources. The history of this matter leads me to believe that, in the past, the board has on occasion failed to understand, and to follow, various requirements necessary to maintain the service manager's support and co-operation. If the board wishes to successfully transition out of the receivership, it will have to show it has a clear understanding of what is required, from a regulatory, governance and financial point of view, for the successful operation of the Co-op.
- [11] Similarly, it would enhance the process if, during the next phase of the receivership, the Receiver and Toronto work toward specific, identifiable metrics and milestones for the resolution of the triggering events and what the conditions are for a successful conclusion of the receivership and a transition back to board control.



Penny J.

APPENDIX F

Court File No. CV-22-00688248-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

**THE HONOURABLE
JUSTICE PENNY**

**MONDAY THE 29TH DAY
OF APRIL 2024**

BETWEEN·

CITY OF TORONTO

Applicant
-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

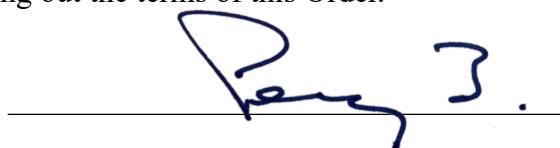
ORDER (approval of activities and fees)

THIS MOTION made by TDB Restructuring Limited (“**TDB**”) in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the “**Respondent**” or “**HSC**”) for an order approving the activities and conduct of the Receiver set out in its first report to the court dated March 19, 2024 (the “**First Court Report**”) and the Receiver’s quarterly reports dated June 13, 2023, September 18, 2023 and December 14, 2023 (the “**Quarterly Reports**”) and other relief, originally returnable on March 25, 2024, was heard this day by video conference.

ON READING the Motion Record of the Receiver, including the First Court Report, the Appendices thereto and the Affidavit of Arif Dhanani sworn on March 19, 2024 (the “**Fee Affidavit**”), the Affidavit of Rosell Kerr sworn on April 16, 2024, the Receiver’s Reply Motion Record, including the Supplement to the First Report (the “**Supplemental Report**”) and the

Affidavit of Paul Fischer sworn on April 22, 2024, the facts of the Receiver and of the Respondent, and on hearing the submissions of the lawyers for the Receiver, the Applicant and the Respondent:

1. **THIS COURT ORDERS** that the First Court Report, the Quarterly Reports, the Supplemental Report (collectively, the “**Reports**”) and the activities and conduct of the Receiver described therein be and are hereby approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Reports.
2. **THIS COURT ORDERS** that the interim statement of receipts and disbursements appended to the First Court Report be and is hereby approved.
3. **THIS COURT ORDERS** that the fees and disbursements of the Receiver as set out in the Fee Affidavit appended to the First Court Report be and is hereby approved.
4. **THIS COURT ORDERS** that this Order be and is effective from the date that it is made, and is enforceable without any need for entry and filing.
5. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

A handwritten signature in blue ink, appearing to read "Paul Fischer", is written over a horizontal line. To the right of the signature is a small handwritten mark resembling a stylized '3' or a checkmark.

CITY OF TORONTO

- and -

**HARRY SHERMAN CROWE HOUSING CO-
OPERATIVE INC.**

Applicant

Respondent

Court File No. CV-22-00688248-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE**

Proceeding commenced in Toronto

ORDER

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**Lawyers for the Receiver,
TDB Restructuring Limited**

APPENDIX G



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IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

SECOND REPORT TO THE COURT OF TDB RESTRUCTURING LIMITED

APRIL 30, 2025

Court File No. CV-22-00688248-ooCL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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Document #1: Internal Moves Request submitted to the Co-op by AC with respect to Unit 311, marked as “received” on August 23, 2019.

Document #2: Internal Transfer Offer from the Co-op addressed to AC of Unit 311, dated June 7, 2022.

Document #3: Letter from the Co-op addressed to AC of Unit 311, dated June 24, 2022.

Document #4: Occupancy Agreement between Rosell Kerr and the Co-op, with respect to Unit 311, signed June 13, 2005, effective as of July 1, 2005.

Document #5: Letter from AK, to the Co-op, dated March 10, 2020.

Document #6: Email to the Co-op from AK, dated April 1, 2020.

Document #7: Internal Moves Request submitted to the Co-op by ZM, with respect to Unit 403, marked as “received” on November 16, 2015.

Document #8: Internal Moves Request submitted to the Co-op by CG, with respect to Unit 403, marked as “received” on February 23, 2018.

Document #9: Long Term Guest Agreement between IR and RF, as members, and CG, as long-term guest, with respect to Unit 612, signed July 13, 2021, effective as of July 7, 2021.

Document #10: Application for Membership submitted to the Co-op by CG on or around February 24, 2023

Document #11: Internal Moves Request submitted to the Co-op by LM, with respect to Unit 405, marked as “received” on February 14, 2019.

Document #12: Internal Moves Request submitted to the Co-op by EP, with respect to Unit 405, marked as “received” on July 23, 2019.

Document #13: Application for Membership submitted to the Co-op by EP, as applicant, and TS as co-applicant, dated December 4, 2022 and related Occupancy Agreement with respect to Unit 807, dated February 12, 2023, effective as of February 1, 2023.

Document #14: Internal Moves Request submitted to the Co-op by CM, with respect to Unit 817, marked as “received” on August 23, 2019.

Document #15: Occupancy Agreement between CM and DM, with respect to Unit 511, dated February 23, 2023, effective as of March 1, 2023.

Document #16: Application for Membership submitted by CM, as applicant, and DM, as co-applicant, dated May 18, 2020.

Document #17: Application for Membership submitted by CM, as applicant, and DM, as co-applicant, dated February 23, 2023.

RGI-Related Documents..... L

Document #18: Handwritten notes found on Co-op computer [date unknown].

Document #19: Email chain between Saud Ahmad of Maple Property Management Group and Ms. Kerr, comprised of emails dated July 28, 2021, July 29, 2021, March 2, 2022 and March 16, 2022.

City to the Co-op from the City, dated November 18, 2020L1

Inspection Reports & Related Documentation M

Document #20: Annual Inspections with respect to renovated Units.

Document #21: Corporate Profile Report of Sinai Plumbing Inc., current as of April 14, 2025.

Document #22: Letter addressed re: Housing Charge Increase effective July 1, 2022, from the Co-op, addressed to Patrick Baker of Unit 515, dated May 16, 2022.

Document #23: Appraisal Report, prepared by Janeterra, effective as of June 29, 2022.

Document #24: Annual Inspections with respect to unrenovated Units.

Document #25: Correspondence from EB to CFDI dated April 2, 2024, enclosing certain correspondence between EB and Ms. Kerr, with respect to TH 12, dated 2021 and 2022.

Document #26: Minutes of the Meeting of the Board of Directors of the Co-op held on September 22, 2021 [unsigned].

Additional Documentation N

Document #27: Email from Amna Nawaz of Maple Property Management Group, to the Co-op's Board of Directors, dated September 27, 2021.

Document #28: Correspondence between KL, DA, and the Co-op, comprised of letters and emails dated October 2022 and November 2022.

WeirFoulds Letter to Betty's Law, dated September 11, 2024 O

Email Chain between WeirFoulds and Betty's Law from February 12, 2025, to March 6, 2025 ... P

Email Chain between WeirFoulds to Betty's Law from March 6, 2025 to March 12, 2025 Q

Letter to Ms. Julie Western Set from Ms. Kerr, dated October 26, 2020	R
Notice of Triggering Events, dated March 29, 2021	S
Receiver's proposed RFEIQ Process	T
Receiver's Interim SRD for the period March 14, 2023 to April 20, 2025.	U
Affidavit of Arif Dhanani, sworn on April 30, 2025	V
Fee Affidavit of Philip Cho, sworn on April 29, 2025	W

1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**”, the “**Co-op**”, or the “**Housing Project**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Property**”). A copy of the Appointment Order is attached hereto as **Appendix “A”**.
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the “**Omnibus Order**”). A copy of the Omnibus Order is attached hereto as **Appendix “B”**.
3. The Appointment Order requires the Receiver to provide an annual report to the Court, the purpose of which is to advise the Court of the actions taken and decisions made by the Receiver under its appointment. The Receiver’s motion record, including its first annual report to the Court dated March 19, 2024 (the “**First Court Report**”), was served on March 19, 2024. A copy of the First Court Report, without appendices, is attached hereto as **Appendix “C”**.
4. The Receiver’s motion was heard by the Court on March 25, 2024 and adjourned at the request of counsel representing the Co-op’s Board of Directors (the “**Board**”) on the basis that the Board had not had the time to formulate a reply. The hearing was adjourned to April 25, 2024. The Receiver served its reply motion record, including its supplement to the First Court Report dated April 22, 2024 (the “**Supplement to the First Court Report**”) on April 22, 2024. A copy of the Supplement to the First Court Report, without appendices, is attached hereto as **Appendix “D”**.
5. On April 29, 2024, the Court issued its endorsement (the “**April 29th Endorsement**”) and order (the “**April 29th Order**”) in connection with the relief sought by the Receiver. Copies of the April 29th Endorsement and the April 29th Order are attached hereto as **Appendix “E”** and **Appendix “F”**, respectively.
6. The Appointment Order, together with Court documents related to the receivership proceeding, has been posted on the Receiver’s website, which can be found at

<https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.

1.1 Purpose of the Second Report to Court

7. The purpose of this second report to Court (the “**Second Court Report**”) is to:
 - a) advise the Court of the actions taken and decisions made by the Receiver under its appointment since the First Court Report and the Supplement to the First Court Report;
 - b) provide an update to the Court with respect to the continuing capital repair projects approved by the City of Toronto (the “**City**”);
 - c) provide the Court with a summary of the findings made by Community First Developments Inc. (“**CFDI**”), the property manager engaged by the Receiver, in relation to the operational issues prior to the Receiver’s appointment;
 - d) update the Court on discussions between the Receiver, the City and the landlord, York University;
 - e) update the Court on discussions between the Receiver and the former Board;
 - f) provide recommendations for, and request approval of, a preliminary process to elicit interest from members of the Co-op to serve on a newly constituted board of directors;
 - g) request that the Court grant an order:
 - i. approving the Quarterly Reports (defined below) and the Second Court Report and the activities and conduct of the Receiver as described in the Quarterly Reports and the Second Court Report;
 - ii. approving the interim statement of receipts and disbursements; and
 - iii. approving the fees and disbursements of the Receiver and its counsel, WeirFoulds LLP (“**WeirFoulds**”).

1.2 Terms of Reference

8. In preparing this Second Court Report and making the comments herein, the Receiver has relied upon information from third-party sources (collectively, the “**Information**”). Certain of the information contained in the Second Court Report may refer to, or is based on, the Information. As the Information has been provided by other parties or obtained from documents filed with the Court in this matter, the Receiver has relied on the Information and, to the extent possible, reviewed the Information for reasonableness. However, the Receiver has not audited or otherwise attempted to verify the accuracy or completeness of the Information in a manner that would wholly or partially comply with Canadian Auditing Standards pursuant to the Chartered Professional Accountants Canada Handbook and, accordingly, the Receiver expresses no opinion or other form of assurance in respect of the Information.
9. Unless otherwise stated, all dollar amounts contained in the Second Court Report are expressed in Canadian dollars.

2.0 BACKGROUND

10. The background leading up to the appointment of the Receiver can be found in the City’s¹ application record dated November 10, 2022, which is posted on the Receiver’s website at <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.
11. Briefly, on October 4, 2022, the City commenced an application for the appointment of a receiver pursuant to *Housing Services Act, 2011* (the “**HSA**”), which appointment was ordered by the Honourable Justice Penny on March 14, 2023. The application was commenced because HSC failed to comply with certain requirements of the HSA, despite being provided with notice and an opportunity to cure the identified failures.

¹ References herein to the City include the City of Toronto’s Housing Stability Services Unit, or the “HSS”, the City in its capacity as “Service Manager”, and/or HSS or City staff.

3.0 RECEIVER'S ACTIVITIES

12. In accordance with paragraph 12 of the Appointment Order, the Receiver has posted on its website, its first, second and third quarterly reports, the First Court Report and the Supplement to the First Court Report, which collectively set out the Receiver's activities for the period March 14, 2023 to April 22, 2024. In consultation with the Applicant, the posting of the Receiver's quarterly reports to the Receiver's website was determined to be satisfactory for the purposes of paragraph 12 of the Appointment Order. The Court approved the Receiver's activities for the period March 14, 2023 to April 22, 2024 in the April 29th Order.
13. The Receiver's fourth, fifth and sixth quarterly reports (the "**Quarterly Reports**"), setting out the Receiver's activities from April 23, 2024 to December 17, 2024 are attached hereto, without appendices, as **Appendix "G"**, **Appendix "H"** and **Appendix "I"**. The Quarterly Reports have been posted to the Receiver's website. The activities set out in the Quarterly reports are not repeated herein.
14. A summary of the Receiver's activities since December 18, 2024, are set out below:
 - a) finalize and post on the Receiver's website the Receiver's sixth quarterly report;
 - b) work with CFDI to manage resident housing and parking charge arrears, meet with residents with arrears, arrange payment plans and/or arrange for paralegal assistance to attend at the Landlord Tenant Board for resolution of issues;
 - c) review HST returns for the Co-op's RT0001 account and the Receiver's RT0002 account for the period October 1, 2024 to December 31, 2024 and remit HST payable to CRA for the subject period;
 - d) discuss with CFDI the status of remittance of rebate forms for the Co-op to CRA and follow up same with CRA;
 - e) complete all things necessary to update resident housing deposits and housing charges for those residents paying by electronic funds transfer, pursuant to instructions from CFDI;

- f) continue with approval and payment of the Co-op's ongoing operating liabilities and property taxes;
- g) approve and effect required repairs to residents' units or townhomes as required, including, among other things, plumbing, flooring, kitchens and bathrooms;
- h) review and comment on monthly property management reports from CFDI and forward same to the City;
- i) work with CFDI to source a new photocopier and lease for same for the property management office, including reviewing various contracts and pricing schedules and commenting on same;
- j) approve and effect capital repairs and maintenance to the Co-op's common areas and systems and various units, as necessary;
- k) manage funds received from the City in connection with capital repairs pursuant to the City's Canada-Ontario Community Housing Initiative Agreement (the "**COCHI Agreement**"), including:
 - i. making payments from those funds for invoices rendered by consultants and trades in relation thereto;
 - ii. working with WeirFoulds and Brown & Beattie Ltd. ("**Brown & Beattie**"), the consultant engaged by the Receiver to oversee the various capital projects included in the COCHI Agreement, to develop and/or amend various contracts for trades engaged to complete the capital projects;
 - iii. executing contracts and amendments thereto for various capital projects; and
 - iv. monitoring with CFDI the progress of the various projects;
- l) work with CFDI to submit to the City a record of invoices paid to date for the capital projects in order to apply for additional funding pursuant to the terms and conditions of the COCHI Agreement;

- m) work with the Receiver's counsel, WeirFoulds, and the City to develop a framework for assessment of residents' interest and qualifications to act as future board members of the Co-op and process for election of same;
- n) work with WeirFoulds and CFDI to ascertain the existence and completeness of the Co-op's pre-receivership books and records, by-laws and Board of Directors' minutes and evaluate past governance practices, rent-gearied-to-income compliance and rationale for various expenditures made prior to the Receiver's appointment;
- o) draft and finalize the Receiver's Second Court Report; and
- p) attend to all other administrative matters with respect to the receivership administration, including supervision, all meetings, telephone and virtual attendances and written and verbal correspondence to facilitate the forgoing.

4.0 CAPITAL REPAIRS PROJECTS STATUS UPDATE

- 15. As referred to above, the Receiver entered into the COCHI Agreement with the City in early December 2023 with a view to obtaining funding for certain desperately needed capital repairs to the Co-op.
- 16. As set out in the First Court Report, while not all of the capital repairs the Receiver applied for were approved, the City did approve the following capital repairs:
 - a) roof replacement;
 - b) replacement of fire alarms over 10 years old;
 - c) repaving of road and parking areas;
 - d) replacement of uneven paving;
 - e) replacement of ground lighting;
 - f) replacement of hallway/common area and underground parking lighting;
 - g) elevator modernization; and

- h) booster pump replacement.
- 17. In accordance with the COCHI Agreement, the City advanced \$431,250 (the “**COCHI Funds**”) to the Receiver, which represents 30% of the total approved funding, which the Receiver invested in a short-term guaranteed investment certificate. Since the time of the investment of the COCHI Funds, the Receiver has utilized the full amount advanced by the City towards paying the invoices from various trades and consultants in connection with the capital projects.
- 18. The Receiver has sent to the City a spreadsheet summarizing all invoices paid to date from the COCHI Funds and copies of all invoices and correspondence from Brown & Beattie required by the City. The City’s process for COCHI funding after the initial advance of the COCHI Funds is to reimburse amounts invoiced to the Co-op in connection with the capital projects on an invoice-by-invoice basis, less any HST charged by suppliers. CFDI maintains a listing of invoices submitted to the City and continues to forward copies of the invoices to the City as invoices are received in connection with the capital projects. A copy of the COCHI Agreement has not been attached hereto; however, should the Court require it, the Receiver will provide same.
- 19. On the basis that certain of the approved capital projects are outdoors and weather dependent (e.g. roof replacement, paving), the Receiver has applied to the City for an extension of the timeline for completion of the capital projects from March 31, 2025 to September 30, 2025. CFDI has followed up with the City with respect to granting of the requested extension; however, the City has not yet formally consented to same. The City has advised that it is consulting with the Province of Ontario on extensions requested by a number of social housing providers that are participating in the COCHI program.
- 20. Attached hereto as **Appendix “J”** is a progress report as at April 20, 2025 on the various projects approved and funded by the City and an estimated timeline for completion of same.

5.0 SUMMARY OF CFDI FINDINGS

- 21. As reported in the First Report, the Receiver engaged CFDI as the property manager for the Co-op. In connection with managing the Co-op, as described in the

Supplement to the First Court Report, the Receiver, with the support of CFDI, addressed some of the triggering events leading to the Receiver's appointment, including but not limited to:

- a) Collecting missing information in respect of "Rent-Geared-to-Income" ("RGI") households;
- b) Working to address the RGI unit threshold issue;
- c) Reconciling books and records that were in a state of disarray to enable the Receiver to file tax returns and financial statements for the Co-op; and,
- d) Attend to outstanding repairs and maintenance issues in resident units.

22. As the Receiver has generally stabilized operations of the Co-op, and CFDI has completed its review, the Receiver believes it important that the Court be advised of certain issues identified by CFDI. The summary of findings of CFDI will be reported in the following manner:

- a) Inappropriate Allocation of Units and Related Record Keeping;
- b) Renovation of Certain Selected Units; and,
- c) General Management Concerns.

5.1 Inappropriate Allocation of Units and Related Record Keeping

23. Based on CFDI's review and reconciliation of records and occupancy status of units,² the former Board did not appear to maintain complete documentation. The City recommended that the Co-op implement improved record management policies and practices.³ While such policies appear to have been proposed to the City by the former Board, the City indicated that this requirement would remain outstanding until the proposed policies were approved of and passed by the Board.⁴ This does not appear

² This included a review of records such as occupancy agreements, short- or long-term guest agreements, member applications, proposed transfer requests and/or approvals, rent rolls, inspection reports, letters, emails and correspondence, etc.

³ See Exhibit "G" to the Affidavit of Julie Western, sworn November 10, 2022, Application Record.

⁴ *Ibid.*

to have occurred. Furthermore, the records themselves, including from 2020 onwards, are deficient. Given the incomplete nature of the documentation and the current stage of CFDI's review, it is difficult for the Receiver to understand what took place or confirm the accuracy of certain statements in the records. CFDI has identified other concerns and inconsistencies, the significance of which is unknown at this time.

24. Despite there being issues with the documentation maintained by the former Board, it appears, to the Receiver, that the former Board may have been assigning units to new members of the Co-op through the use of internal transfers (despite the fact that they were new members and not members transferring out of one unit and into another unit), thereby circumventing the City's waiting list and RGI priority for residency.
25. The Receiver highlights certain examples of CFDI's findings below. Additional examples are located in **Appendix "K": Examples of Inappropriate Allocation of Units and Related Record Keeping Issues**, with underlying documentation found in **Appendix "K1"**. It is recognized, in providing these examples, that the composition of the former Board may have evolved in and around the dates listed below and in Appendices "K" and "K1".
 - a) ***AC⁵ appears to have obtained residency in Unit 512 without appropriate supporting documentation on file:***
 - i. In an "Internal Moves Request" stamped as having been received on August 23, 2019, AC requested to move out of Unit 311 (a 2-bedroom), into a different 2-bedroom unit. The reason for the move request was listed as "family expanded". It is unclear, based on the documentation located, how or why a different 2-bedroom unit would better support AC's needs after her family expanded. On the bottom of the page there is a handwritten note stating, "moved to 512 – 2 bedroom."
 - ii. CFDI could not locate any long-term guest or occupancy agreement supporting AC's residency in Unit 311. According to an occupancy

⁵ To protect the identity of individuals, the Receiver will use initials of the individual's name, except where the individual is a known member of the former Board.

agreement on file with the Co-op, Ms. Rosell Kerr has occupied Unit 311 since at least 2005.

- iii. In a letter dated June 7, 2022, signed by “Management” of the Co-op and addressed to AC, the writer indicated that AC had been placed on the Co-op’s internal waiting list and that AC’s internal transfer request was approved.
- iv. In a letter dated June 24, 2022, addressed to AC in Unit 311 and authored by Shameika Rose, described as the “Property Manager” of the Co-op (“**Rose**”), Rose wrote “thank you for accepting the offer and look forward in [sic] move-in date Unit512 July 1, 2022.”

5.2 Rent-Geared-to-Income Administration

26. CFDI conducted a review of the new unit assignments at market rent during the time of the former Board’s management. During that time, nineteen (19) new Unit assignments were made at market rent. During this same period, there were NIL new RGI unit assignments. CFDI located notes on one of the Co-op’s computers indicating that, starting January 1, 2020, Ms. Kerr approved a transfer of Unit 313 from market rent to RGI. These notes are enclosed as **document #18, Appendix “L”: RGI-Related Documents**. However, the City had written to the Co-Op, to Ms. Kerr’s attention, advising that the designation of Unit 313 to RGI was unauthorized and should be returned to Market Rent. A copy of this letter dated November 18, 2020 is attached as **Appendix “L1”**.

27. These notes also indicated that:

- a) Unit 509: “Rosell wants to give the unit to her friend”;
- b) Unit 312: “Rosell wants to give the unit to her relative.”.
- c) TH 13: “Member gave a move out notice for April 1, 2020 on Jan 13, 2020”, “currently RGI”, “As per Rosell, Unit should be given to [HM] (807)”, and “Unit 807 Market Unit \$1119”.

28. CFDI located an email chain between Saud Ahmad of Maple Property Management Group (“**Maple Property**”), the former property manager of the Co-op, where Mr. Ahmad expressed frustration with Ms. Kerr and advised that the Board was (or would be) breaching the RGI administration process by filling a vacant Unit with individual(s) not on the City’s waiting list. This email chain is enclosed as document #19 in Appendix “L”.
29. It appears to the Receiver that the former Board did not administer the RGI process rigorously, such that individuals on the waiting list for affordable RGI units were not allocated units as or when they became available.

5.3 Renovation of Certain Selected Units

30. The Receiver notes a significant disparity in the condition of certain units in the Co-op. There are no records reflecting the basis for the decisions to fully renovate certain units. The disparity appears to favour certain members of the former Board. The renovated Units appear to have higher quality of the finishes than other units. The Receiver has included, as **document #20 in Appendix “M”**, a copy of inspection reports prepared by CFDI for the fully renovated units, containing photographs of the units’ interior. These photographs demonstrate that the fully renovated Units have modern, updated finishes, including countertops and flooring.
31. In particular, the Receiver notes the following with respect to the fully renovated units:
 - a) There are a total of approximately 30 fully renovated units (the Co-op has a total of 164 units);
 - b) CFDI believes that five (5) renovated units are occupied by current or former Board members; two (2) of those units have inspection reports stating that there are no items that are damaged or in need of repair;
 - c) CFDI believes that another three (3) of the renovated units are occupied by BE (unit 312) – see paragraph 40 (a) below, EP (unit 807) – see Appendix K, row 4, and CM (unit 511) – see Appendix K, row 5;

- d) The Receiver understands that the renovations were completed by Sinai Plumbing Inc. CFDI reports that the residents of Unit 515 appear to be affiliated with Sinai Plumbing Inc. Patrick Baker, the sole director and officer of Sinai Plumbing, is described in Co-op documentation as a resident of Unit 515 (see documents #21 and #22 in Appendix "M"). The Receiver has not been able to locate any meeting minutes or other documents indicating how Sinai Plumbing Inc. was selected to carry out the renovations.

32. The Co-op commissioned an Appraisal Report, prepared by a firm called "Janterra," effective as of June 29, 2022. Appraisers were given access to only two units as being representative of the condition of the Co-op units. Those two units were 313 and 708. Unit 708 was described as being renovated and unit 313 was described as being in good condition (see document #23 in Appendix "M").

33. However, in the balance of units, the condition varies, but is generally worse than in fully renovated units. The Receiver has included, as document #24 of Appendix M, a copy of the inspection reports for the unrenovated units prepared by CFDI. Those inspection reports demonstrate that multiple unrenovated units contain, among other defects:

- a) plumbing issues;
- b) water damage;
- c) mould, mildew and rust in the shower and bathtub;
- d) deteriorating, cracked, or broken countertops that may have mould;
- e) flooring and tiles that are missing and/or broken; and
- f) cabinet drawers and doors that are broken or missing completely.

34. By way of further example, a resident of one of the unrenovated townhouses (the "**Unrenovated Townhouse**") reported to CFDI a lack of action taken by the former Board to address certain issues in her unit that appeared structural, including:

- a) cracks in the basement floor running from one wall across the floor to the other wall;

- b) home sloping in different directions; and
- c) cracks in walls and nails/screws protruding out from the paint.

35. This resident indicated they had been complaining about various issues in her unit since as early as 2014. Some of the structural issues may have been related to the subway construction at York University, located about one block south of the Co-op. Records related to this are enclosed as document #25, Appendix "M".

36. The Receiver understands through CFDI that as of April 2024, all of the significant deficiencies relating to the Unrenovated Townhouse have been rectified.

37. There appear to be very few Board meeting minutes for 2022 and 2023. No documentation or records were identified or located by CFDI as to how the renovation work was determined and allocated. In a September 2021 Board meeting (at a time when the Co-op was insolvent), the meeting minutes indicate that the Board decided to hold back payments to service contractors in order to service the Co-op's debt. At that time utility payments (e.g. hydro, gas, water and property taxes) were not being made. Those minutes are enclosed as document #26 in Appendix "M".

38. However, despite necessary maintenance and repairs not being completed and utility and other payments not being made to suppliers, significant renovations were carried out using Co-op funds for certain members, including some of the Board members. In 2020 and 2021, the Co-op paid certain invoices of the general contractor, Sinai Plumbing Inc., totaling approximately \$330,000.00.

39. As noted above, the Receiver is attending to, and continues to attend to, the required unit repairs.

5.4 Other Identified Concerns

40. CFDI identified other concerns apparent from the records that it reviewed. These are summarized below:

- a) During conversations with various residents, CFDI learned that many different persons appeared to reside in Unit 312, registered to an individual, BE, indicating that Unit 312 may have been sublet by BE with management's knowledge.

- b) Indication that \$1,000.00 in Co-op funds may have been “donated” to Ms. Kerr in relation to the passing of her brother “as condolences for her beloved brothers on behalf of the board of directors”. The email thread includes an email from Lessley Manso, on behalf of the Board of Directors, indicating that something similar was done for another Co-op member in the past. Ms. Manso also requested that management pay for a fruit basket to be delivered to Ms. Kerr. A copy of this email is included as document #27, **Appendix “N”: Additional Documentation**.
- c) Correspondence indicates that the former Board denied an internal transfer request on the basis of RGI requirements. The correspondence implies that management and/or the former Board attempted to use the transfer request to suggest to the resident that they petition against the City’s RGI requirements. The Receiver notes that an existing resident transferring to a different unit in the project would be neutral to the RGI numbers. This was conveyed by the resident who stated in correspondence:

“I don’t understand what the petition has to do with my apartment transfer request. After reading the letters, it seems like an ultimatum and if I don’t do a petition, I won’t receive the apartment transfer that was agreed upon... I am in need of the two-bedroom unit as per my initial request; the board is currently aware that I am expecting a child therefore a two bedroom unit is required urgently.”

(See document #28, Appendix “N”: Additional Documentation).

- 41. The Receiver notes that within the Co-Op’s records, there is a long list of maintenance and repair requests. However, there are little or no records that track the status of these requests. The Receiver continues to work with CFDI to address all maintenance and repair issues to the best of its ability.

6.0 DISCUSSIONS WITH YORK UNIVERSITY

- 42. The Co-op leases the lands on which the Housing Project operates pursuant to a lease agreement dated January 31, 1992 (the “Lease”) from York University (“**York**”). The term of the Lease is for 45 years from the Commencement Date (as that term is defined in the Lease). The Receiver understands that the Commencement Date was January 31, 1992, such that the Lease term expires on January 31, 2037.

43. On May 22, 2024, the Receiver and its lawyers met with representatives of York and the City to discuss the status of the receivership and the Co-op. In addition to questions regarding the status of the capital projects and unit repairs/maintenance issues, York inquired as to the status of governance issues that led to the receivership appointment. The Receiver advised that it was premature to consider addressing governance issues at that time but that when it was ready to do so, it would report to the Court and make recommendations.
44. York advised the Receiver that the University was undergoing a vision strategy of the surrounding lands to the campus, which included the Co-op leased lands. York advised that part of this exercise included considerations as to the strategy regarding residential spaces and affordable housing. While no details could be provided to the Receiver, York acknowledged that considerations included whether the Housing Project should continue to be managed in its current form, or by a different entity.
45. The Receiver acknowledged that as it addressed the governance concerns at the Co-op and a plan for terminating the receivership, it would be appropriate to confer with York. The parties discussed a number of issues and concerns of relevance in the context of ending the receivership and management of the Housing Project.
46. At the conclusion of the meeting, York acknowledged that it would provide updates as appropriate with respect to its plan for the campus lands and any potential impact on the Housing Project.
47. Since that meeting, the Receiver has not had any significant communication with York. The Receiver corresponded with York to schedule a follow-up meeting in April 2025. However, York's representatives were not available for a meeting. The Receiver will keep York informed of next steps, including with respect to the RFEIQ Process (described below).

7.0 COMMUNICATIONS WITH BOARD OF DIRECTORS

48. Since the last attendance before the Court, the Receiver has had limited communication with the former Board members or counsel to the former Board, Betty's Law Office ("Betty's Law").

49. Between May 16, 2024 and June 4, 2024, Betty's Law and WeirFoulds exchanged several emails regarding a request by Betty's Law to submit its accounts to the City to consider settlement of the invoices. The Receiver forwarded the accounts as requested to the City.
50. On September 11, 2024, WeirFoulds wrote to Betty's Law requesting certain information to assist the Receiver to work toward a potential resolution of the triggering events. A copy of this letter is attached as **Appendix "O"**. The Receiver requested, among other things:
 - a) Whether any annual meetings of the Board occurred since the Receiver's appointment on March 14, 2023;
 - b) Whether the Board had taken any steps to address the inadequacy or absence of certain policies and procedures identified in the Notice of Triggering Events.
51. Betty's Law did not respond to the letter and, on February 12, 2025, WeirFoulds followed up requesting either a response or confirmation if Betty's Law was no longer retained to act. On February 18, 2025, WeirFoulds sent another follow up email to which Betty's Law acknowledged receipt but did not provide a substantive response to the letter. WeirFoulds advised Betty's Law that a court date had been booked for March 28, 2025. Unfortunately, Mr. Courtney Betty of Betty's Law advised that he would not be available on that date but would like to make submissions. On February 19, 2025, WeirFoulds requested Mr. Betty's availability for the following two weeks. Not having received a response, WeirFoulds followed up on February 24, 2025. Betty's Law advised that the entire month of April was not convenient and requested a date in the second week of May. A copy of the email chain from WeirFoulds to Betty's Law is attached as **Appendix "P"**.
52. In its email dated March 6, 2025, which appears in Appendix "P", Betty's Law also advised that the former Board did not have access to certain areas of the Co-op to "properly carry out their duties and host meetings." On behalf of the former Board, Betty's Law requested a key and access to certain rooms in the building and return of a computer and printer. The email concluded by advising that "The Board intents [sic] to have a meeting as soon as practically possible in the boardroom to properly address the questions raised in your letter of September 2024."

53. WeirFoulds responded to the March 6 Email, noting that given that this was the first time such a request was being made for access, it appeared that the former Board had not met since the Receiver's appointment, nor conducted any business. WeirFoulds also provided the Receiver's position with respect to the request for access to the boardroom and in particular, that access would need to be arranged through the property manager in advance. The Receiver advised that it would arrange for a second key to be made so that the Board could sign it out for access. With respect to the computer, the Receiver advised that it still had not received the password for access from the former Board and that it was not prepared to return the computer until it first had the opportunity to access the computer and review the books and records stored digitally.
54. In response, Betty's Law expressed shock and alleged the Receiver "took no steps to address the City's concerns" and tried to "blame the Board". WeirFoulds responded to this email on March 12, 2025 to clarify and correct certain matters, including that the Receiver has carried out its mandate and had addressed many of the City's concerns. A copy of the email exchange from March 6, 2025 to March 12, 2025 is attached as **Appendix "Q"**.
55. On April 16, 2025, WeirFoulds wrote to Betty's Law to advise that the extra key to the boardroom had been made and was available to sign out for access to the boardroom in the building. As of the date of this Second Report, neither Betty's Law nor any member of the Board has requested access to the key or the room.

8.0 REQUEST FOR EXPRESSIONS OF INTEREST AND QUALIFICATIONS

56. The Receiver has reviewed the operations of the Housing Project, including the internal records available following its appointment, and the findings of the CFDI, referenced and reported above. It has engaged with certain key stakeholders, namely City of Toronto (the area Service Manager), and York University (the Housing Project's landlord).
57. Following the steps taken by the Receiver as detailed in sections 3 (Receiver's Activities) and 4 (Capital Repair Project Status Update), above, the Receiver is of the

view that it is appropriate to begin evaluating what steps ought to be taken next in order to transition the Housing Project out of receivership.

58. An objective review of the Housing Project's operations prior to the issuance of the Appointment Order indicates significant concern with the ability or willingness of the former Board to manage the Co-op or to address the triggering events that were brought to its attention. The former Board's Court materials, namely, the Affidavit of Rosell Kerr in the Responding Application Record on the City's application for an Order appointing a receiver, illustrates internal tensions within the Co-op's membership that should be considered. These historical governance issues should be taken into account in determining the next steps in the transition out of receivership.
59. For example, the Receiver notes the following excerpt from a letter provided to Ms. Julie Western Set on October 26, 2020 from Ms. Kerr on behalf of the former Board, which is Exhibit "N" to the First Western Set Affidavit, a copy of which is reproduced as **Appendix "R"**. The excerpt highlights the recognition by the former Board of internal tensions among some of the members:

"We would like to take a moment and talk about the cell of members that are calling the City instead of bringing any unfair treatment from the Board to the membership... These are only a fraction of the issues that this Board and Management are encountering from a few members. However, it is concerning that when this practice gets out that they can bully the Board and Management through the City, CHFT and other sectors to avoid abiding by the rules, the Co-op will soon go back to being lawless and fall apart...."

60. The Receiver would, under normal circumstances, recommend that an election be held and that a new board of directors be constituted. Responsibility for the continued management of the Co-op would then be transitioned to the newly elected Board. Given the governance issues and internal tensions among members described above, the Receiver recommends that the Co-op's entire membership be engaged to determine if there is a pool of members who (i) are interested in volunteering to serve on the Co-op's Board and (ii) have the requisite qualifications to do so.
61. The Receiver proposes a preliminary process for engaging with the membership to help the Receiver formulate a recommendation for the Court's consideration on the question of whether it is viable for the Housing Project to continue operating within the co-operative housing model.

62. This preliminary process would entail soliciting expressions of interest and qualifications from existing Members. In developing this Request for Expressions of Interest and Qualifications (“**RFEIQ**”) process, the Receiver has considered:

- a) the statutory and operational framework within which the Co-op exists (discussed below);
- b) the nature of the triggering events leading to the appointment of the Receiver (set out in the Application Record and summarized below); and
- c) the findings of CFDI with respect to the prior Board’s management of the Co-op (as described above).

8.1 Statutory and Operational Framework

63. The Co-op is a co-operative housing project, incorporated under the *Co-operative Corporations Act* (“**Co-op Act**”). The Co-op also operates as a social housing program under the provisions of the *Housing Services Act* (“**HSA**”). The First Western Set Affidavit sets out the framework within which the Co-op operates in more detail.

8.1.1 The Co-op Act

64. HSC is an independent, self-governing co-operative housing corporation with a Board of Directors elected by its membership. The board is responsible for making decisions related to the governance of the corporation, including giving appropriate direction to building management and staff who are responsible for the day-to-day operation of the Co-op.

65. In addition to common director requirements relating to age, bankruptcy status, and residency in Canada, the Co-op Act also requires that subject to certain exceptions, board members must be a member of the co-operative corporation. The Receiver notes that the exception for appointment of a non-member director does not apply where the co-operative corporation is a non-profit housing co-operative, such as HSC.

66. The Receiver obtained the available books and records of HSC. The Receiver is not certain if the books and records are complete or up to date. Of note, however, is HSC’s Organizational By-Law No. 26 which states that a director must also be a “member in

good standing”, defined in Article 4.2 of the Co-op’s Organizational By-Law as a member (a) who is not in arrears; (b) who is eighteen years or older; (c) who is not a undischarged bankrupt; and (d) who is capable of managing property within the meaning of the *Substitute Decisions Act, 1992*.

8.1.2 HSC Social Housing Program

67. Social housing programs are government-funded initiatives designed to provide affordable rental accommodation to low-income households. Under these programs, co-operative non-profit corporations make rental units available to eligible individuals and families who are part of low-income households. According to the City, under the HSA, housing providers’ obligations include, but are not limited to, the establishment of (and adherence to) prescribed RGI practices and protocols and using the government funding it receives appropriately.
68. As of the time of the 2022 Western Set Affidavit, there were 14,494 households on the City’s waiting list to receive housing at HSC. Of those households, 2,510 had been on the waiting list for more than 10 years. HSC operates a social housing program at 51 The Chimneystack Road. As stated previously herein, the Housing Project rests on land that is owned by, and leased from, York University. The Housing Project is comprised of a number of buildings that contain 164 units. Since 2019, the Housing Project was required to maintain a minimum of 90 RGI units.
69. Under section 68 of the HSA, a service manager (in this case the City) is directed to administer and fund a “transferred housing program”, as it relates to a housing project designated in the regulations. Under Ontario Regulation 368/11, Schedule 33, the Housing Project operated by the Co-op is listed as a designated “transferred housing program” and is listed as Program Category 6(b). Being a Program Category 6(b) transferred housing program prescribes the assistance programs in which the Co-Op is entitled to participate. As a “transferred housing program”, the Co-op’s operations are governed by Part VII of the HSA.
70. Since 2002, the City has held the responsibility of funding and administering the Housing Project. The Housing Project receives two forms of subsidy – an operating subsidy and a rent subsidy pursuant to formulae set out in regulations promulgated under the HSA, including Ontario Regulation 369/11. These subsidies are described

in the 2022 Western Set Affidavit at paragraphs 14-20. As of the time of the 2022 Western Set Affidavit, the Housing Project was receiving a total monthly subsidy of \$128,640. The estimated combined operating and rental annual subsidy for the fiscal year ending June 30, 2023 was \$1,534,680.

8.1.3 Rent-Geared-to-Income Program

71. Under Part VII of the HSA, section 77(1) provides that for each Part VII housing project, there shall be a target for:
 - a) The number of units occupied by households receiving rent-geared-to-income assistance as defined in section 38; and,
 - b) The number of modified units (defined as a unit that has been modified so as to be accessible to an individual with a physical disability so as to allow such an individual with a physical disability to live independently).
72. The rules for rent-geared-to-income assistance are set out in Ontario Regulation 367/11, sections 17 to 67, which sets out comprehensive rules relating to:
 - a) Eligibility;
 - b) Occupancy Standards;
 - c) Application and Determination;
 - d) Selection System;
 - e) Priority Rules; and
 - f) Miscellaneous matters.
73. While these rules are generally applicable to the service manager (the City), the housing provider (the Co-op) is, pursuant to section 75 of the HSA, expected to cooperate with the City to comply with the HSA and the Regulations, including the rent-geared-to-income assistance rules.

8.2 The Triggering Events

74. Section 83 of the *HSA* details “triggering events” which could allow the City to take action pursuant to sections 84 to 98 of the *HSA*. The Receiver summarizes the triggering events that led to the City’s application to appoint the Receiver. Attached as **Appendix “S”**, the Receiver reproduces the March 29, 2021, notice of triggering events delivered to the Co-op (the “NTE”), which provided:⁶

- a) The Co-op contravened subsection 75(1) of the *HSA* by failing to operate the housing project and govern itself in accordance with the prescribed provincial requirements and local standards made by the City. It had inadequately documented policies dealing with, among other things, internal transfers, records management, and reviews regarding RGI households. HSC also failed to correctly implement required policies and procedures regarding the administration of its RGI units and/or the filling of any vacant RGI units.
- b) The Co-op contravened subsection 69(2) of the *HSA* by failing to ensure that the Housing Project was well managed. Among other things, it had failed to establish appropriate governance procedures.
- c) The Co-op contravened subsection s. 83(11) of the *HSA* by failing to operate the Housing Project properly, as evidenced by its significant deficit, its poor financial position, and its failure to establish adequate internal financial controls.

75. The NTE set out the steps that HSC was required to take to address the identified contraventions. It stated how the failure to address these contraventions may result in the City exercising any or all remedies available to it under section 85 of the *HSA*.⁷

8.3 Proposed RFEIQ Process

76. In all of the circumstances, the Receiver recommends a preliminary process to provide information to Members, particularly in relation to the nature of the duties and obligations expected of a board member and the nature of triggering events that

⁶ 2022 Western Set Affidavit, at para 67.

⁷ 2022 Western Set Affidavit, at para 69.

may need to be addressed, which the Receiver cannot remedy or address as they concern governance and ongoing operational matters.

77. The Receiver's proposed RFEIQ process, attached hereto as **Appendix "T"**, is structured with three distinct phases:
 - a) an information phase designed to provide necessary information to the Members;
 - b) a solicitation phase, where the Receiver will solicit and receive expressions of interest and qualifications from Members; and
 - c) an evaluation phase, through which the Receiver will evaluate and assess the viability of continuation as a co-operative housing project.
78. The Receiver seeks this Court's approval of, and authorization to implement, the RFEIQ process. Following the RFEIQ process, the Receiver will report back to the Court and if appropriate, provide recommendations as to whether an election should be implemented, or if another process may be more appropriate.

9.0 RECEIVER'S INTERIM SRD

79. Attached hereto as **Appendix "U"** is the Receiver's Interim SRD for the period March 14, 2023 to April 20, 2025. During this period, cash receipts were \$8,407,463 and cash disbursements were \$8,186,186, resulting in an excess of receipts over disbursements of \$221,277.
80. The Receiver has left open HSC's operating account to which, among other things, residents of the Co-op pay housing and parking charges via electronic funds transfers and the City deposits its monthly subsidy payments. The Receiver, on a monthly basis, sweeps this operating account and transfers substantially all of the funds in it to the Receiver's trust account. The balance in HSC's operating account as of April 20, 2025 was \$74,110.18.

10.0 PROFESSIONAL FEES AND DISBURSEMENTS

81. Pursuant to paragraph 20 of the Appointment Order, the Receiver and its counsel are to be paid their reasonable fees and disbursements at their standard rates and charges, incurred both before and after the making of the Appointment Order. Pursuant to paragraph 21 of the Appointment Order, the Receiver and its counsel shall pass their accounts before the Court.
82. The fees and disbursements of the Receiver for the period from March 14, 2023 to January 31, 2024 were previously approved by the Court pursuant to the April 29th Order.
83. The Receiver's accounts from February 1, 2024 to March 31, 2025 total \$191,936.00 and \$184.32 in fees and disbursements, respectively, plus HST of \$24,975.68 for a total amount of \$217,096.00. A copy of the Receiver's interim accounts, together with a summary of the accounts, the total billable hours charged per account, and the average hourly rate charged per account, is set out in the Affidavit of Arif Dhanani sworn on April 30, 2025 and attached to this Report as **Appendix "V"**.
84. The total fees and disbursements of WeirFoulds LLP, as insolvency counsel to the Receiver, for the period from March 18, 2024 to March 31, 2025, were fees of \$112,047.50, plus disbursements of \$339.00, plus HST of \$14,610.27, for a total of \$126,996.77 (the "**WeirFoulds' Invoices**"). The Receiver is therefore requesting approval of the WeirFoulds' Invoices in the amount of \$126,996.77, inclusive of HST. A copy of the WeirFoulds' Invoices and the time spent by WeirFoulds is more particularly described in the Fee Affidavit of Philip Cho sworn April 29, 2025, which is attached hereto as **Appendix "W"**.

11.0 CONCLUSION AND RECOMMENDATION

85. The Receiver is continuing to work with the City, CFDI and various other constituents, to ensure that the Housing Project is operating in a manner consistent with the *HSA* and to complete the various capital repairs projects, which the City has approved and funded. The Receiver also is working with the City to seek and obtain appropriate extensions for some of the capital repair projects.

86. The Receiver recommends continuing the appointment of the Receiver until such time as the Housing Project is being operated in full compliance with the *HSA*, the various capital repairs projects approved and funded by the City being completed and the housing provider set to assume responsibility for managing and operating the housing project at that stage is capable of managing the housing project as a going concern with the support of the City and other stakeholders. The City of Toronto has advised that it is supportive of this recommendation.
87. The Receiver also recommends that this Court authorize the Receiver to implement the RFEIQ Process such that the Receiver can return to the Court and report on whether there are sufficient number of Members willing and able to serve as board members.

12.0 RECEIVER'S REQUEST OF THE COURT

88. Based on the foregoing, the Receiver respectfully requests that the Court grant the order described in paragraph 6 (d) above.

All of which is respectfully submitted to this Court as of this 30th day of April 2025.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:


Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX H



TDB Restructuring Limited
Licensed Insolvency Trustee

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IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

SUPPLEMENT TO THE SECOND REPORT TO THE COURT OF
TDB RESTRUCTURING LIMITED

MAY 8, 2025

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Appointment Order**”).
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.
3. This report (the “**Supplemental Report**”) is a supplement to the second report to the Court of the Receiver dated April 30, 2025 (the “**Second Court Report**”) and should be read in conjunction with the Second Court Report. Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Second Court Report.

1.1 Purpose of the Supplemental Report

4. The purpose of the Supplemental Report is to provide the Court with:
 - a) information in relation to the communication and correspondence between the Receiver’s counsel, WeirFoulds LLP (“**WeirFoulds**”), and counsel to the board of directors of HSC (the “**Board**”), Betty’s Law Office (“**Betty’s Law**”), on and after the date the Receiver served the Second Court Report, May 1, 2025; and
 - b) the Receiver’s concerns regarding the Annual General Membership Meeting proposed to be held on May 10, 2025.

2.0 COMMUNICATION EXCHANGE

5. Much of the correspondence between WeirFoulds and Betty’s Law, prior to May 1, 2025, is included in the Second Court Report.
6. On May 1, 2025, Betty’s Law sent an email to WeirFoulds advising that it was awaiting confirmation from the City of Toronto (the “**City**”) regarding its fees for representing

the Co-op (or the former Board) and that the Co-op was scheduling an Annual General Meeting which would be happening shortly. Betty's Law also advised that it was seeking an adjournment of the May 13, 2025 Court hearing.

7. WeirFoulds replied to Betty's Law's request for an adjournment by advising that the Receiver's motion record would be served that same day and that any discussion regarding an adjournment would be more appropriate after Betty's Law had the opportunity to review the Receiver's motion record.
8. Betty's Law then forwarded to WeirFoulds a Notice of Annual General Membership Meeting to be held on May 10, 2025 (the "**Meeting**") and an agenda for same. A copy of the email from Betty's Law dated May 1, 2025 and the materials forwarded to the Receiver are attached hereto as **Appendix "A"**.
9. Subsequent to this, WeirFoulds and Betty's Law exchanged correspondence regarding the appropriateness of holding the Meeting in light of the Receiver's Second Court Report and motion record. As part of this correspondence, the City responded to Betty's Law to advise that it was not in a position to make a decision in respect of the request made by Betty's Law on payment of its fees and that a formal motion to the Court would have to be made in this regard. A copy of the full correspondence exchange between WeirFoulds and Betty's Law, including the City's email, is attached hereto as **Appendix "B"**.

3.0 RECEIVER'S CONCERNs

10. Based on the email exchange between Betty's Law and WeirFoulds and the Notice of Annual General Membership Meeting and agenda thereto, the Receiver has the following concerns:
 - a) as set out in paragraph's 9-11 of the April 29th Endorsement, a copy of which is attached to the Second Court Report as Appendix E, the Court indicated that the Board was to work with the City and the Receiver to work towards showing that it has a clear understanding of what is required from a regulatory, governance and financial point of view for the successful operation of the Co-op; however, the Receiver has not heard from the Board and understands that the City has not heard from the Board either. The Board has not demonstrated that it has taken

advantage of any of the resources available to it or that it has any better understanding of what is required from a regulatory, governance and financial point of view for the successful operation of the Co-op;

- b) the lack of responsiveness from Betty's Law as counsel to the Board and its responses to WeirFoulds, when it has chosen to respond, have been unhelpful in making any progress with respect to complying with the April 29th Endorsement;
- c) the appropriateness of the Meeting to be held in advance of and on the "eve" of the May 13, 2025 Court hearing;
- d) only the notice and agenda for the Meeting were forwarded to the Receiver on May 1, 2025. The Receiver has not received copies of any of the materials to be disseminated at the Meeting;
- e) the Receiver has not been invited to the Meeting, and it understands that neither the City nor the Cooperative Housing Federation of Toronto ("CHFT") have been invited to the Meeting;
- f) the agenda for the Meeting sets out that the membership is to be provided with an update on the receivership, the City and CHFT; however, if the Board has not had any meaningful contact with any of these parties, the Receiver questions how the Board intends to provide its membership with any update;
- g) the agenda for the Meeting sets out that three new Board members are to be elected; however, the Receiver has no information on the candidates or their qualifications to serve as Board members. The Receiver is unaware if the nomination of these candidates was done in compliance with the Co-op's policies in this regard, which appears to require the use of an Election Committee, as per the election procedures policy (the "**Election Procedures Policy**") which was part of the Co-op's books and records. This is especially concerning in light of the Receiver's proposed RFEIQ Process. A copy of the Election Procedures Policy is attached hereto as **Appendix "C"**.
- h) the Receiver does not know what pre and post receivership budgets are to be compared or the appropriateness and accuracy for comparison of same;

- i) notwithstanding that the Receiver has been in regular communication with York University and has asked for information in respect of its development plans as they may relate to the Co-op, the Receiver has not been provided with any information from York University on the York University Development Project. The Receiver questions what update the Board may be able to provide to its membership in this regard; and
- j) the agenda sets out that the Meeting is to be held in the Co-op's community room. The community room is a secured space that may be used by the membership to host events, provided that it is reserved for such an event with the Receiver's property manager, Community First Developments Inc. ("CFDI"), in advance and a key to access the community room is provided by CFDI to the individual making the reservation. As of the time of writing this report, CFDI has advised that no reservation has been made by anyone for May 10, 2025.

4.0 CONCLUSION

- 11. Based on the foregoing, the Receiver respectfully requests that the Court grant the order requested in the Second Court Report.

All of which is respectfully submitted to this Court as of this 8th day of May 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:


Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX I



ONTARIO SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

COUNSEL/ENDORSEMENT SLIP

COURT FILE NO.: CV-22-00688248-00CL

DATE: MAY 13, 2025

NO. ON LIST: 2

TITLE OF PROCEEDING: CITY OF TORONTO -v- HARRY SHERMAN CROWE HOUSING CO-OPERTIVE INC.

BEFORE: JUSTICE KIMMEL

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark Siboni	Counsel for City of Toronto	Mark.siboni@toronto.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Courtney Betty	Counsel for the current elected members of the Board of Directors of Harry Sherman Crowe Housing Cooperative Inc.	betty@bettyslaw.com

Others in Attendance:

Name of Person Appearing	Name of Party	Contact Info
Philip Cho	Counsel for the Receiver TDB Restructuring Ltd	pcho@weirfoulds.com
Kelsey Ivory	Counsel for the Receiver TDB Restructuring Ltd	kivory@weirfoulds.com
Brian Tannenbaum	Representative for TDB Restructuring Ltd	btannenbaum@tdbadvisory.ca
Arif Dhanani	Representative for TDB Restructuring Ltd	adhanani@tdbadvisory.ca

ENDORSEMENT OF JUSTICE KIMMEL:

- [1] TDB Restructuring Limited, ("TDB") in its capacity court-appointed receiver-manager (in such capacity, the "Receiver") of all the assets, undertakings and properties of Harry Sherman Crowe Housing Co-operative Inc. ("HSC" or the "Co-op"), seeks approval of its proposed preliminary process (the "RFEIQ Process") for: (i) engaging with the membership, soliciting expressions of interest and qualifications from members of the Co-op to serve on the board of directors (the "Board") with a view to developing a transition plan for return of management of the Co-op, and (ii) formulating a recommendation to the Court as the viability of the Housing Project continuing to operate within the co-operative housing model.
- [2] The Receiver's motion also seeks ancillary relief for the court's approval of its Second Court Report, the Supplement to the Second Report, the Quarterly Reports (among others, the "Receiver's Reports") and the activities and conduct of the Receiver and statement of receipts and disbursements described therein as well of the fees and disbursements of the Receiver and its counsel.
- [3] This motion was returnable on an earlier date that was rescheduled to accommodate counsel for the current elected members of the Board. That counsel requested an adjournment of today's motion on two related grounds:
 - a. The Board wants to have the benefit of legal advice in respect of the Receiver's Motion and to instruct counsel with respect to the Board's response to this motion; and
 - b. the Board served a motion last night (uploaded to case center during the hearing today) seeking court approval for the payment of the past and continuing legal fees of the Board's counsel, either by the by the Receiver (out of the Co-op's funds) or by funding from the City of Toronto (the "Board Legal Fees Motion") and the Board wants this motion determined first, so that they know whether their legal representation will be funded. This motion was served after attempts to reach an agreement regarding the payment of these legal fees.
- [4] In the meantime, while the Receiver's motion was pending, the Board purported to call an annual general meeting ("AGM") last Saturday May 10, 2025, that was adjourned to this coming Saturday, May 17, 2025, at which the current elected members of the Board proposed to set in motion a process for the election of new directors to the Board.
- [5] The Receiver is responsible for the day-to-day operations and for the management of the financial affairs of the Co-op. It has posted its Reports on its website but is not confident that the members of the Co-op have seen or been made aware of the Receiver's Reports

and the activities, findings and recommendations contained in them. The Receiver is concerned that the proposed AGM will directly or indirectly undermine, or detract from, the RFEIQ Process that it has devoted time and resources to preparing and that is intended to be for the benefit of the Co-op and its members with a view to developing a transition plan for return of management of the Co-op. The Receiver is also concerned about what level of information or disclosure the members have regarding the RFEIQ Process and the Receiver's Reports and the activities, findings and recommendations contained in them.

- [6] Counsel argues that the Board needs to have the ability to seek advice and instruct counsel with respect to the Receiver's Motion. While, in theory, they could pay out of pocket for this legal representation, and while the motion could have been brought earlier, I agree that they should know whether there is funding available for their legal counsel to have the benefit of their counsel's input and advice.
- [7] The Receiver suggested that the relief it is seeking could be granted without prejudice to the Board Legal Fees Motion proceeding and to the right of the Board to come back to court for further advice and directions after that motion has been decided.
- [8] There is no immediate urgency to the Receiver's motion aside from the risk that it's objectives could be undermined by the Board's proposed Annual General Meeting, called for May 10, 2025 and adjourned to May 17, 2025. The court concluded that it would be prepared to grant a brief adjournment of the Receiver's motion to allow the Board Legal Fees Motion to be heard, on the condition that the current Board not proceed with the AGM or any other meetings of the members of the Co-op until after the Receiver's motion has come back on before the court and been determined.
- [9] After some discussion during the hearing, counsel for the current Board agreed to the condition for their requested adjournment, and confirmed that the AGM scheduled for May 17, 2025 would be adjourned.
- [10] Accordingly, the Board Legal Fees Motion has been scheduled for a 90-minute hearing by zoom on May 30, 2025 and the Receiver's motion that was returnable today is adjourned to June 20, 2025. The parties have agreed to the following timetable of pre-hearing steps for these motions:

Board Legal Fees Motion – Scheduled for May 30, 2025

- Receiver and City ("Respondents") responding materials by May 16th
- Board's ("Moving Party") Reply, if any, by May 21st
- Cross-examinations, if any, on May 22nd/23rd
- Moving Party factum by May 26th
- Respondents' facta by May 28th
- Reply factum if appropriate in accordance with the Consolidated Commercial List Practice Direction by noon on May 29th

Receiver's Motion – Adjourned to June 20, 2025

- Board's responding materials, if any, by June 6th
- Receiver's reply, if any, by June 11th
- Cross-examinations, if any, on June 12th, 13th, and/or 16th
- Receiver's Factum if any by June 17th
- Board's responding factum by June 19th (by 4:30PM)

[11] This endorsement does not override the presumptive practice that questions to be posed to the Receiver as a court officer are to be done in writing.

[12] In the meantime, the Receiver is encouraged to take further steps to disseminate its Reports outlining its activities, findings and recommendations to the members of the Co-op and to solicit consider any input it receives from the members and any other institutions or governmental agencies that it deems appropriate regarding its proposed RFEIQ Process, so that the eventual hearing of its motion can be as comprehensive as possible.

[13] In the spirit of co-operation, counsel for the Board also agreed to further reflect upon the Receiver's proposed Town Hall meeting, and/or other means of communicating the activities, findings and recommendations of the Receiver to the members of the Co-op and to soliciting their input.

[14] The parties are encouraged to look for a path forward that builds upon the apparently common objective of determining the viability of constituting a new Board to which management of the Co-op can be returned for the continued operation of this Housing Project within the co-operative housing model. If a consensual resolution is reached on either or both motions, counsel are asked to advise the Commercial List scheduling office as soon as possible so that the hearing time can be vacated.



KIMMEL J.

APPENDIX J



TDB Restructuring Limited
Licensed Insolvency Trustee

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IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

SECOND SUPPLEMENT TO THE SECOND REPORT TO THE COURT OF
TDB RESTRUCTURING LIMITED

MAY 16, 2025

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Appointment Order**”).
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.
3. This report (the “**Second Supplemental Report**”) is a further supplement to the second report to the Court of the Receiver dated April 30, 2025 (the “**Second Court Report**”) and should be read in conjunction with the Second Court Report and the first supplement to the Second Court Report dated May 8, 2025 (the “**Supplemental Report**”). Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Second Court Report and the Supplemental Report.
4. All amounts set out in the Second Supplemental Report are in Canadian dollars, unless stated otherwise.

1.1 Purpose of the Second Supplemental Report

5. The purpose of the Second Supplemental Report is to provide the Court with the Receiver’s reply in connection with the motion made by HSC (the “**Fee Motion**”) in connection with the fees owed to Betty’s Law Office (“**Betty’s Law**”) for representing the board of directors of HSC (the “**Board**”) prior to the appointment of the Receiver and for ongoing legal fees incurred by the Board for continuing representation by Betty’s Law.

2.0 REPRESENTATION BY BETTY’S LAW

6. Betty’s Law indicates in the Fee Motion, served on May 12, 2025 and uploaded to Case Center on May 13, 2025, that the respondent, HSC, is making a motion for payment of the pre-receivership and ongoing legal fees of Betty’s Law from the Co-op’s funds.

The Receiver would like to clarify that HSC has been and currently is in the possession and control of the Receiver since the Receiver's appointment on March 14, 2023. The Receiver has not, nor has it ever requested representation by Betty's Law on behalf of HSC. A copy of the Fee Motion is attached hereto as **Appendix "A"**.

7. The Receiver's counsel is WeirFoulds LLP.
8. The Receiver understands from the hearing held on May 13, 2025, that Betty's Law represents the Board.

3.0 PRE-RECEIVERSHIP FEES OF BETTY'S LAW

9. The Receiver understands from the Fee Motion that the pre-receivership fees of Betty's Law for representing the Board total \$30,809.08.
10. Based on information provided to the Receiver by the former property managers of HSC, the Receiver finalized and mailed out on March 22, 2023, its Notice and Statement of Receiver (the "**Notice**") pursuant to S. 245/246 of the *Bankruptcy and Insolvency Act* (Canada) (the "**BIA**"). A copy of the Notice is attached hereto as **Appendix "B"**.
11. At the time of the Receiver's appointment, HSC was an insolvent entity with approximately \$1.1 million owed to its unsecured creditors.
12. With respect to the pre-receivership fees owed by HSC to Betty's Law, the Receiver considers Betty's Law to be an unsecured creditor of HSC along with the numerous unsecured creditors listed in the Notice. Payment of the pre-receivership fees of Betty's Law from HSC's funds over and above the claims of other unsecured creditors of HSC is a preference pursuant to S. 95 of the BIA or pursuant to the *Assignment and Preferences Act* (Ontario).

4.0 FINANCIAL STATUS OF THE CO-OP POST-RECEIVERSHIP

13. The Receiver, in its supplement to its First Court Report dated April 22, 2024 (the "**Supplement to the First Court Report**"), stated the following:

- a) prior to the Receiver's appointment, the Board filled vacated units with market rent households instead of RGI households, notwithstanding the City of Toronto's (the "**City**") requirements, and either did not provide the City with accurate reporting or any reporting at all. As a result, the City provided a level of subsidy based on the misreported or historical number of RGI households, which subsidy levels exceeded warranted amounts. On the basis that the Receiver has now provided the City with audited financial statements and annual information reports for the years ended June 30, 2022 and 2023, the City has advised that it intends to recoup the excess subsidies paid historically by reducing its monthly subsidy on a go forward basis. The Receiver is now managing the costs of operating the Coop with a lower monthly subsidy from the City.

A copy of the Supplement to the First Court Report, without appendices, is attached hereto as **Appendix "C"**.

- 14. The repayment to the City during the Co-op's 2025 fiscal year (ending June 30, 2025) exceeds \$100,000 and the Receiver has arranged with the City to reduce the monthly subsidies received by the Co-op over a number of months in order to reduce the impact on the Co-op's working capital.
- 15. The level of repairs and maintenance currently required to upkeep the Co-op due to the neglect of required repairs and maintenance prior to the Receiver's appointment is significant. Substantially all of the Co-op's working capital and its entire reserve fund, were used to renovate certain units in the Co-op. The Receiver believes that if these funds were utilized to complete required repairs and regular maintenance of the Co-ops building systems and plumbing that the level of repairs and maintenance currently required would be substantially lower. A copy of the Co-op's audited financial statements for the year ended June 2023 are attached hereto as **Appendix "D"**.
- 16. As set out in the First Court Report and the Second Court Report, the Receiver engaged with the City and entered into the COCHI Agreement for the receipt of funds related to various significant capital projects. An initial advance of \$431,250 was made by the City. The funds from this initial advance have been used in full to pay suppliers for invoices rendered in connection with the capital projects. On a go-forward basis, the mechanism to recoup further funds from the City for invoices

rendered by trades and consultants in connection with these capital projects is for the Co-op to send copies of the invoices to the City for reimbursement. The City takes anywhere between six to eight weeks, and possibly longer, to reimburse the Co-op for the invoices submitted. As such, the Receiver is currently carefully managing the Co-op's: (i) payments to suppliers in connection with the COCHI projects; and (ii) working capital, so that suppliers for utilities, repairs and maintenance and other operating items are not prejudiced or not paid in the ordinary course of business due to a lack of funds.

17. As at March 31, 2025 and April 30, 2025, the cash balance held in the Receiver's trust account for the Co-op was \$9,038 and \$62,282, respectively. A copy of the Receiver's statement of receipts and disbursements as at April 30, 2025, which was prepared and included with its S. 246(2) report, filed with the Office of the Superintendent of Bankruptcy on May 6, 2025, is attached hereto as **Appendix "E"**.
18. Payments to suppliers are significant and are made twice a month. This is evidenced by the balance in the Receiver's trust account as at April 20, 2025 of \$221,277 (Appendix U to the Second Court Report), and as at April 30, 2025 of \$62,282.

5.0 POST-RECEIVERSHIP FEES OF BETTY'S LAW

19. As stated above, during its appointment the Receiver has never engaged Betty's Law for any purpose. The Receiver is unclear as to whether the Board or only specific individuals on the Board have engaged Betty's Law.
20. With regard to payment of the post-receivership fees of Betty's Law, the Receiver is concerned that incurring legal fees for the benefit of the Board, which fees the Fee Motion contemplates being paid from the Co-op's funds, will compromise the Co-op's working capital and ability to pay its obligations in the ordinary course of business.

6.0 PAYMENT OF THE RECEIVER AND ITS COUNSEL'S FEES

21. The Receiver and its counsel's fees have been fully funded by the City. The Receiver understands from the City that:

- a) it sought a remedy to inaction by the Board to resolve the triggering events and that remedy was the appointment of the Receiver;
- b) it recognizes that the Receiver requires independent legal counsel as part of the remedy; and
- c) the fees of the Receiver and its counsel are a cost of implementing such remedy.

22. None of the Receiver's fees or its counsel's fees have been paid from the working capital of the Co-op.

7.0 RECEIVER'S COMMENTS ON REQUEST FOR FEES

- 23. For the purpose of responding to the Fee Motion, the Receiver has appended the relevant written correspondence with Betty's Law regarding payment of fees, some of which were reproduced in prior Reports (and where the Receiver and/or its counsel are copied). These written exchanges are summarized below:
 - a) Email exchange between Mark Siboni, lawyer for the City, and Mr. Betty dated May 2, 2025, in which Mr. Siboni responds to a comment from Mr. Betty that as per a previous discussion, the City cannot make a decision as to whether the Co-op funds can be accessed for Betty's Law's fees and that it should be presented to the Court by way of a formal motion (**Appendix "F"**);
 - b) Email exchange between Mr. Siboni and Mr. Betty dated May 9, 2025, in which Mr. Siboni summarizes some of the information in the Affidavits of Julie Western-Set filed in these proceedings that set out in detail the City's obligation to fund the Co-op's housing project, and how it is prescribed by statute and regulation, and repeating that there is no authority for the City (as Service Manager) to provide funding outside of the formula and framework provided by the governing legislation (**Appendix "G"**).
- 24. With respect to the evidence of Ms. Rosell Kerr filed in support of the Fee Motion, the Receiver makes the following comments:
 - a) Ms. Kerr makes clear that the legal services provided by Betty's Law were incurred by the Board;

- b) Ms. Kerr acknowledges that the City sought to appoint a receiver due to “its concerns about governance, financial control, and property management”, which the Receiver notes are functions of the Board to oversee and manage;
- c) Betty’s Law was retained by the Board to represent the Board in relation to the receivership application and that Betty’s law “has continued to assist the Board in its efforts to participate meaningfully in receivership proceedings and to protect the interests of Co-op members”. The Receiver notes that where the receivership application sought to relieve the Board of its management function over the Co-op by appointing a receiver-manager, it is not clear what, if any, role should be played by the Board. However, where the Board sought to resist the appointment of a receiver, or regain management functions over the Co-op, the services provided by Betty’s Law would be personal to the Board;
- d) Ms. Kerr anticipates that the Board will incur “ongoing legal fees” to effectively participate in “legal processes and governance transition planning”, review future filings, respond to the RFEIQ process, and attend before the Court. The Receiver notes that these anticipated activities by the Board are either not obviously necessary or appropriate. Firstly, given the nature of the proposed RFEIQ process, the Receiver, as an officer of the Court, intends to engage with the Co-op members, and develop recommendations for governance transition. Secondly, given the nature of the concerns identified in respect of the Board on the application to appoint the Receiver, and the findings in the Second Report, there is, at least, an appearance of a conflict of interest if the Board (as presently constituted) purports to act on behalf of, or represent the interests of, the Co-op or its members.

25. To the extent the Board seeks legal representation to respond to, or to address, the findings of the Receiver and its property manager as reported in the Second Report, or the concerns raised by the City in its application, these are interests that are personal to the Board – and are distinct from the interests of the Co-op and its members.

8.0 CONCLUSION

26. Based on the foregoing, the Receiver respectfully recommends that Betty's Law seek payment of its post-receivership fees from its client.

All of which is respectfully submitted to this Court as of this 16th day of May 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:


Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX K



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IN THE MATTER OF THE RECEIVERSHIP OF

HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

THIRD SUPPLEMENT TO THE SECOND REPORT TO THE COURT OF

TDB RESTRUCTURING LIMITED

JUNE 11, 2025

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Appointment Order**”).
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.
3. This report (the “**Third Supplemental Report**”) is the third supplement to the second report to the Court of the Receiver dated April 30, 2025 (the “**Second Court Report**”) and should be read in conjunction with the Second Court Report, the supplement to the Second Court Report dated May 8, 2025 (the “**Supplemental Report**”) and the second supplement to the Second Report dated May 16, 2025 (the “**Second Supplemental Report**”). Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Second Court Report, the Supplemental Report and the Second Supplemental Report.

1.1 Purpose of the Third Supplemental Report

4. The purpose of the Third Supplemental Report is to provide the Court with information in reply to the Supporting Affidavit of Rosell Kerr sworn June 6, 2025 (the “**Kerr Affidavit**”) and clarify certain matters raised in the Kerr Affidavit.
5. The Receiver notes that the Kerr Affidavit does not expressly indicate whether Ms. Kerr met with or consulted members of the Co-op or the board members (the “**Board**”) in preparation for making the Kerr Affidavit. Significantly, Ms. Kerr does not attest that she is authorized by, or has the support of, the Co-op members or the Board to submit her affidavit and “raise areas of concern” in respect of the relief requested by the Receiver.

2.0 REPLY TO THE KERR AFFIDAVIT

6. The Receiver's comments with respect to certain of the issues raised in the Kerr Affidavit are set out below. As preliminary comments, the Receiver:

- a) has not addressed every matter raised by Ms. Kerr and cannot speak: (i) to events that transpired prior to the Receiver's appointment; and (ii) for the City of Toronto (the "City"); and
- b) understands that many, if not all, of the items raised by Ms. Kerr with respect to the City were addressed and at issue in the City's application for the appointment of the Receiver.

2.1 Fraud and Financial Condition of the Co-op

7. Ms. Kerr states in the Kerr Affidavit that:

- a) At paragraph 1 – she has been a member of the Board since 2019;
- b) At paragraphs 4 and 9 – a fraud of \$230,000 occurred and the Receiver understands that this incident occurred in or about July 2019, prior to the Receiver's appointment;
- c) At paragraph 5 – "It is only through the leadership, determination, and vision of this Board that meaningful transformation began."; and
- d) At paragraph 7 – "We confronted a long-standing pattern of non-responsiveness by implementing accountability protocols, revising internal policies, and establishing formal relationships with organizations like CHFT."

8. It appears to the Receiver that despite the general statements made by Ms. Kerr, appropriate measures had not been put in place to adequately address the financial condition and controls and appropriate governance of the Co-op during Ms. Kerr's tenure on the Board. Specifically, the Receiver notes that:

- a) in its letter to management dated September 24, 2019 (the “**Management Letter**”), the Co-op’s external auditor notes numerous deficiencies in reporting, internal controls, documentation related to decision making, governance and financial controls. A copy of the Management letter is attached hereto as **Appendix “A”**;
- b) in its letter to the Board dated April 6, 2022 (the “**City’s April 2022 Letter**”), which addresses the Co-op’s annual information return and audited financial statements for the year ended June 30, 2020, the City states that the Co-op’s external auditor identified significant deficiencies and that most of the deficiencies listed in the auditor’s previous management letter are still outstanding and not addressed. The City’s April 2022 Letter then sets out a number of the deficiencies and discusses the Co-op’s accumulated deficit, a portion of which resulted from a fraudulent EFT transaction during the year of \$149,144. A copy of the City’s April 2022 Letter is attached hereto as Appendix “**B**”; and
- c) in the City’s Notice of Triggering Events dated March 29, 2021 (the “**NTE Letter**”), the City sets out at paragraphs 2(a) and (b) that the Co-op has not established effective financial management controls resulting in an accumulated deficit nor has the Board ensured that the necessary policies and procedures are in place to ensure appropriate approvals and monitoring of internal controls. A copy of the NTE Letter is attached hereto as **Appendix “C”**.

9. With respect to the prior fraud incident identified by Ms. Kerr, it is unclear to the Receiver as to the relevance of this historical event in relation to the Receiver’s request for relief on its motion, now returnable on June 20, 2025 (the “**Second Report Approval Motion**”). As noted above, these matters were before the Court in connection with the City’s application to appoint a receiver, on which Justice Penny heard arguments and made his decision to appoint the Receiver.

2.2 Co-op Stabilization and Relief Requested from the City

10. At paragraphs 11-14 of the Kerr Affidavit, Ms. Kerr sets out that:

“while the Receiver’s most recent reports suggest that operations at the Co-op have been “generally stabilized” and that substantial improvements have been made, these conclusions do not align with the lived reality of many residents. Paragraph 22 of the Second Court Report, for example, states because the Community First Developments Inc. “CFDI” has completed its review and the Receiver believes operations are now stable, the Court should be informed of certain issues. But that characterization fails to account for ongoing and unresolved issues that continue to impact daily life at the Co-op—issues that are not adequately reflected in the Receiver’s filings and reports.”

11. It appears to the Receiver that Ms. Kerr has misinterpreted paragraph 22 of the Second Court Report and the meaning of stabilization of the Co-op.
12. The review summarized in the Second Report undertaken by CFDI does not relate to current operations or stabilization of the Co-op. The review relates to the inappropriate allocation of units and related record keeping, renovation of certain selected units and general management that occurred prior to the Receiver’s appointment during Ms. Kerr’s tenure on the Board and the Receiver’s concerns with respect to same, which concerns the Receiver was required to bring to the Court’s attention on the basis that a significant portion of the relief sought by the Receiver relates to governance issues of the Co-op.
13. The Co-op and its operations have been generally stabilized on the basis that:
 - a) all of the liabilities incurred by the Co-op since the Receiver’s appointment have been paid as they generally come due;
 - b) maintenance of building systems such as plumbing, the boiler and ventilation are regularly performed; whereas, prior to the Receiver’s appointment, records supporting such maintenance are either incomplete or do not exist;

- c) the Receiver has attended to repairs in various units that have been outstanding since prior to the Receiver's appointment, which the Board neglected to address (including one particular matter that had been brought to the Board's attention as early as 2014, but had never been addressed by the Board – Second Court Report, Exhibit M, Document #25); and
- d) the Receiver has secured funding from the City for, and has substantially completed, in whole or in part, various significant capital projects that required urgent attention.

14. Referring to the stabilization of the Co-op was never meant to convey that the property at 51 The Chimneystack Rd. in Toronto, Ontario (the “**Property**”) has been or is currently without ongoing operational and maintenance challenges. The Property is an older building and issues with respect to same are frequently encountered. This is evidenced by the fact that CFDI, in managing the building, has had to allocate additional maintenance staff to maintain the property.

15. Regarding the allegation that the Receiver's characterization of stabilization does not recognize the “lived experience” of residents, Ms. Kerr provided certain information to support this statement. The Receiver has reviewed Exhibit B to the Kerr Affidavit and notes that pages 2, 3, 4 and 39 of the 311-chart (the “**Chart**”) set out therein are illegible. The Receiver also notes that there are numerous line items relating to the same issue(s), and as such, reference should be made to the left-most column titled “Request Number” to identify unique issues. The Receiver has identified 25 unique Request Numbers, a number of which appear to be from the same resident. In addition, requests concerning the faulty elevators and plumbing pre-date the Receiver's appointment while others, such as missed garbage collection and stray animals are unrelated to property management.

16. Set out below is a schedule that summarizes the main issues in the Chart and what the Receiver has done to address them as part of the Receiver's ongoing management of the Co-op.

Issue	Receiver's Action
Garbage pick-up	Members will often call 311 when garbage is not picked up as opposed to informing the property management office. When property management is made aware of the issue, it calls 311 to advise the City that garbage has not been picked up. This is an issue for the City, it is not a matter that can be controlled by the Receiver or CFDI.
Adequate heat/no heat	To the Receiver's knowledge, this matter arose in mid-late April of 2023, shortly after the Receiver's appointment in mid-March 2023. During the week of April 10, 2023, external temperatures rose to above 30 degrees Celsius and the Receiver received numerous complaints about the heat in the building. On this basis, the former property managers engaged by the Board, Mr. Nelson and Ms. Rose, recommended to the Receiver that the heat be turned off. The Receiver implemented this recommendation. During the last week of April 2023, Mr. Nelson and Ms. Rose were terminated and CFDI started work. During the last week of April, temperatures suddenly plummeted. A contractor was called out to restart the boiler; however, the boiler could not be re-started. On the recommendation of CFDI, another plumber was called out on an emergency basis, who was able to start up the boiler on May 1, 2023. Since that time the Receiver has ensured that the boiler is being maintained on a regular basis.
Bathroom sewage	This matter was brought to CFDI's attention on May 22, 2023. A plumber was called and was able to be on site on May 23, 2023, when the issue was addressed. On May 30, 2023, the Receiver caused the plumbing in the entire building to be flushed.
Elevator issues	The elevators in the Property have been an issue since the outset of the Receiver's appointment and have constantly broken down. The Receiver initiated the elevator modernization project in order to address this matter. There are two elevators in the Property. The elevator modernization was being conducted one elevator at a time so as to keep one elevator operational. On the basis that one elevator was being upgraded and was out of service, the second elevator bore a heavier workload and, on this basis, there were additional issues experienced with the second elevator. There is no practical work around for such a problem, except to address repairs as and when required. The elevator modernization project is almost complete and both elevators should be functional shortly.
Garage parking door	The garage parking door has been an ongoing problem, since the outset of the Receiver's appointment and has had to be fixed on numerous occasions. The Receiver has replaced numerous parts on the garage door in order to address the various issues with the goal of ensuring that issues do not arise again.
Parking gate	The Receiver understands that in 2021, the parking lot was opened to the public and the parking gate was broken prior to the Receiver's appointment. There are parking meters (Precise Park Link) on site for the public to pay for parking and the Co-op benefits from a portion of the public parking revenue. On the basis that the public is able to access the lot, the Receiver did not consider it practical to have the broken parking gate fixed at a cost of approximately \$28,000.
Water temperature fluctuation	There was one work order regarding significant water temperature fluctuation. The Receiver called a plumber to address the issue and was advised that the water temperature fluctuation was a result of a bidet that was installed in the unit's bathroom by the resident.
Mould	The Receiver understands that numerous mould issues in various units existed prior to its appointment, and this is addressed at paragraph 18(f) of the Receiver's Supplement to the First Court Report and paragraph 33 of the Second Court Report. Based on work orders submitted by residents, in 2024, the Receiver engaged a professional to remediate the mould issues reported.

17. At paragraphs 15 and 16 of the Kerr Affidavit, Ms. Kerr indicates that the Board had previously applied for COCHI funding on two separate occasions and was denied. The Receiver's understanding of the reason these applications were denied is that required reporting under the *HSA* framework had been outstanding and that the City required this reporting to be brought up to date before considering injecting further funds into the Co-op under the Board's oversight. The Receiver, after it's appointment, with the assistance of CFDI and the Co-op's external auditors, caused to have the June 30, 2022 audited financial statements and related corporate income tax return, annual information return and required RGI reporting completed and has continued to do so for the years ended June 30, 2023 and 2024. In addition, the Receiver also had the Co-op's 2021 annual information return and RGI reporting amended to the satisfaction of the City.
18. Ms. Kerr, at paragraph 16 of the Kerr Affidavit, recognizes that the serious issues related various capital projects now being completed by the Receiver existed and were known to the Board prior to the Receiver's appointment. The Receiver notes that according to the Co-op's audited financial statements for the years ended June 30, 2021, 2022 and 2023, funds totaling \$457,132 were used to fully renovate various units in the Co-op, including the unit in which Ms. Kerr resides. It appears that the Board prioritized unit renovations in favour of addressing the serious issues relating to the roof, elevators, lighting upgrades and fire safety maintenance. The Receiver does not agree that these repair and maintenance issues are being "used to justify extending the Receiver's appointment."

2.3 RFEIQ Process

19. At paragraphs 17 and 18 of the Kerr Affidavit, Ms. Kerr sets out that there is no Court Order authorizing the Receiver to implement the RFEIQ Process and that the Appointment Order does not grant the Receiver the power to initiate such a process. The Receiver respectfully submits that it is cognizant of same and as part of the relief being sought in the Second Report Approval Motion, the Receiver is specifically seeking an Order of the Court to implement the RFEIQ Process, for the reasons set out in the Second Court Report.

20. Ms. Kerr, at paragraphs 17-23 of the Kerr Affidavit, characterizes the RFEIQ Process as an attempt to restructure the Co-op's governance or override membership's statutory right to elect their Board, and states that the proposed RFEIQ Process "risks overriding these existing legal mechanisms without statutory basis or meaningful member consultation." The RFEIQ Process was carefully developed, as described in the Second Court Report, within the context of the statutory framework of both the *HSA* and the *Co-operative Corporations Act*. The RFEIQ Process does not contemplate any election process for the board members but seeks to solicit interest and information to make a further recommendation to the Court. Contrary to Ms. Kerr's characterization, the proposed RFEIQ Process also contemplates a consultative engagement with the Co-operative Housing Federation of Toronto and the Co-operative Housing Federation of Canada, in addition to other stakeholders such as the City and York University.
21. The Court's Endorsement dated May 13, 2025 (the "**May 13th Endorsement**") sets out at paragraph 12 that:

"In the meantime, the Receiver is encouraged to take further steps to disseminate its Reports outlining its activities, findings and recommendations to the members of the Co-op and to solicit consider any input it receives from the members and any other institutions or governmental agencies that it deems appropriate regarding its proposed RFEIQ Process, so that the eventual hearing of its motion can be as comprehensive as possible."

In this regard, the Receiver issued a notice dated May 13, 2025 (the "**Notice**") to the residents of the Co-op, drawing their attention the Second Court Report and specifically the RFEIQ Process. A copy of the Notice is attached hereto as **Appendix "D"**. The Notice was delivered to each unit in the Co-op and posted in the message boards on the main floor of the Property by CFDI on May 13, 2025.

22. On or about May 16, 2025, the Receiver received a call from a resident of the Co-op who advised that:
 - the resident had received a copy of the Notice and was working with a number of residents to review the Receiver's materials;
 - the resident's main concern was that what occurred during the term of the Board preceding the Receiver's appointment does not occur again;

- the resident described the situation and dealing with the Board, among other things, as “a nightmare”;
- intimated that it appeared that the Receiver was attempting to implement a process to initiate a transparent process to lead the Co-op to a structure of fair and unbiased governance; and
- indicated that if the resident or the group the resident was working with required assistance from the Receiver, they would contact the Receiver. The Receiver has not yet heard from this resident again.

23. The May 13th Endorsement, at paragraphs 13 and 14, sets out that:

“[13] In the spirit of co-operation, counsel for the Board also agreed to further reflect upon the Receiver’s proposed Town Hall meeting, and/or other means of communicating the activities, findings and recommendations of the Receiver to the members of the Co-op and to soliciting their input.

[14] The parties are encouraged to look for a path forward that builds upon the apparently common objective of determining the viability of constituting a new Board to which management of the Co-op can be returned for the continued operation of this Housing Project within the co-operative housing model.”

In this regard, neither the Receiver nor its counsel heard from the Board or its counsel in relation to the proposed RFEIQ Process. Rather, counsel to the Board sought a further extension of time to deliver its responding motion record, which request was denied, indicated it would cross-examine Philip Cho, counsel to the Receiver on his Fee Affidavit, and served the responding motion record on June 6, 2025. Attached as **Appendix “E”** is a copy of the relevant email correspondence between Mr. Courtney Betty and Mr. Cho. Based on the content of the Kerr Affidavit in relation to the proposed RFEIQ Process, the Board would have benefited from reaching out to the Receiver or its counsel to better understand the proposed RFEIQ Process.

2.4 Receiver’s Statement of Receipts and Disbursements

24. At paragraphs 24-28 of the Kerr Affidavit, Ms. Kerr takes issue with the Receiver’s statement of receipts and disbursements (“**R&D**”). The Receiver comments as follows:

a) Ms. Kerr indicates at paragraphs 24 and 25 of the Kerr Affidavit that the Receiver and its counsel's fees were \$387,889 and \$139,601, respectively, and property management fees were over \$972,000 for 2025 alone. She further states that the resources consumed by the payment of the Receiver and its counsel's fees could have been redirected toward urgently needed repairs and community services. Ms. Kerr fails to appreciate that:

- i. the Receiver's R&D is for the period March 14, 2023 to April 20, 2025, which is a period of 23 months as opposed to 4 months (being January to April 2025);
- ii. the fees of the Receiver and its counsel, WeirFoulds LLP ("WeirFoulds"), are paid by the City and not from the funds of the Co-op. As stated numerous times by the City, the funding provided to the Co-op by the City is pursuant to a formula prescribed by legislation and as such, the payments made by the City to the Receiver for its fees and those of its counsel do not in any way deprive the Co-op of any resources. In fact, the Receiver only pays its fees and those of its counsel, once the additional funding for same is actually received from the City (i.e. the Co-op does not finance these fees for any period of time). It is unclear to the Receiver what issue Ms. Kerr takes with the fees of the Receiver and its counsel, on the basis that the Co-op is neither funding those fees nor deprived of any resources to which it is entitled. If any stakeholder has an issue with the Receiver and its counsel's fees, it would be the party that bears these costs, which is the City; however, to the Receiver's knowledge, the City has been supportive of the Receiver and its counsel's activities and efforts to date;
- iii. CFDI is a full-time property management company with over 30 years of experience in the social housing sector. Not only does CFDI provide property management and maintenance services on site, it also provides, among other things, accounting and bookkeeping services, RGI reporting, completion of the Co-op's annual information return, oversees the COCHI projects and is the liaison between the various trades for day-to-day operating issues and the COCHI projects, on-call and after-hours

emergency services and provides the Co-op's external auditor with all of the books and records required to complete annual audits and corporate income tax returns; and

- iv. as stated previously herein, the Property is significantly aged and experiences a variety of issues on an ongoing basis. This is evidenced by the level of repairs and maintenance work required to upkeep same. As set out in the R&D, the Receiver has spent \$863,785 on repairs and maintenance, which includes COCHI capital expenditures for trades engaged to deal with the required repairs.

25. Ms. Kerr states at paragraph 25 of the Kerr affidavit that only \$15,811 was spent on consultant fees for capital expenditures, with no evidence of major repairs or structural upgrades. The fees of \$15,811 were paid to Brown & Beattie Ltd., the engineering consultant engaged to oversee the COCHI projects. A consultant is required by the City under the COCHI Agreement to oversee the capital projects. In respect of the evidence of major repairs or structural upgrades, this is addressed in the Second Court Report at paragraphs 15-20 and Appendix J, which provides a COCHI progress update report as at April 20, 2025.

2.5 Receiver and it's Counsel's Fees and Disbursements

26. At paragraphs 28 – 31 of the Kerr Affidavit, Ms. Kerr again takes issue with the Receiver and its counsel's fees and disbursements. While the Receiver has partially addressed the matter of Receiver and WeirFould's fees and disbursements in the preceding section of this report, the Receiver's further comments in this regard are set out below:

- a) while the Kerr Affidavit sets out Ms. Kerr's unqualified opinion that the Receiver's average hourly rate of \$438.71 is excessive, based on the fee affidavits submitted by many of the Receiver's competitors in other insolvency proceedings, the Receiver's average hourly rate in respect of this mandate is below market and was discounted to consider the nature of this particular engagement. The Receiver has held the same rates it charged in 2023 throughout its mandate and has not increased them in 2024 or 2025;

- b) Ms. Kerr provides an example of budgeted legal fees in the matter of Upwood Park/Salvador Del Mundo; however, this comparison to the fees of the Receiver's legal counsel is misleading. The budgeted fee accrual in the matter of Upwood Park/Salvador Del Mundo is a standard legal accrual made for the purposes of budgeting paralegal fees for dealing with residents and actions that may need to be taken in connection with the Landlord Tenant Board. If Ms. Kerr wanted to accurately compare the Receiver's legal fees to that of another receivership administration, she would seek out a receiver's report in which the subject receiver and its counsel were seeking fee approvals and then compared the average hourly rates charged by that receiver and its counsel to those of the Receiver and WeirFoulds;
- c) the Receiver and its counsel have provided detailed invoices with narratives of their activities in the Second Court Report, which support their fees and disbursements; and
- d) Ms. Kerr and Betty's Law have contributed to an increase in the Receiver and its counsel's fees on the basis that the Receiver has had to:
 - i. draft a supplement to the First Court Report in reply to Ms. Kerr's affidavit sworn on April 16, 2024. The Receiver notes that in his Endorsement dated April 29, 2024, Justice Penny stated a paragraph 5 that:

“The Co-op filed the affidavit of Rosell Kerr, who is the Chair of the Co-op board. In her affidavit, Ms. Kerr raised a number of concerns related to the Receiver and the ongoing receivership. In a supplement to its First Report, the Receiver comprehensively responded to those concerns, many of which appear to have resulted from a misunderstanding of what is actually happening, what the true financial circumstances of the Co-op are and what should be done in the future. I accept the Receiver's explanations in the supplementary report. For example, Ms. Kerr was concerned about the cost of the Receivership – but did not appreciate that the cost of the receivership was being paid by Toronto, not out of Co-op revenues. Ms. Kerr felt that the fact that the Co-op had over \$400,000 in its account showed the Co-op was solvent – when in fact these funds are an advance from Toronto for capital repairs, earmarked for specific upgrades.”;

- ii. draft the Supplemental Report, the Second Supplemental Report and this Third Supplemental Report to the Second Court Report based on events that have occurred after the filing of the Second Court Report and in reply to the various documents served by Betty's Law.

3.0 CONCLUSION

27. Based on the foregoing, the Receiver respectfully requests that the Court grant the orders requested in the Second Court Report.

All of which is respectfully submitted to this Court as of this 11th day of June 2024.

TDB RESTRUCTURING LIMIITED, solely in its capacity as Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

Per:


Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX L



TDB Restructuring Limited
Licensed Insolvency Trustee

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IN THE MATTER OF THE RECEIVERSHIP OF

HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.

FOURTH SUPPLEMENT TO THE SECOND REPORT TO THE COURT OF

TDB RESTRUCTURING LIMITED

JUNE 18, 2025

Court File No. CV-22-00688248-00CL

ONTARIO

SUPERIOR COURT OF JUSTICE

(COMMERCIAL LIST)

BETWEEN:

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

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APPENDICES

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Excerpts	C

1.0 INTRODUCTION

1. By order of the Ontario Superior Court of Justice (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC, including all proceeds thereof (the “**Appointment Order**”).
2. On March 1, 2024, the Court granted an order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.
3. This report (the “**Fourth Supplemental Report**”) is the fourth supplement to the second report to the Court of the Receiver dated April 30, 2025 (the “**Second Court Report**”) and should be read in conjunction with the Second Court Report, the supplement to the Second Court Report dated May 8, 2025 (the “**Supplemental Report**”), the second supplement to the Second Report dated May 16, 2025 (the “**Second Supplemental Report**”) and the third supplement to the Second Court Report dated June 11, 2025 (the “**Third Supplemental Report**”). Capitalized terms, unless otherwise expressly defined, shall have the meaning set out in the Second Court Report, the Supplemental Report, the Second Supplemental Report and the Third Supplemental Report.

1.1 Purpose of the Fourth Supplemental Report

4. The purpose of the Fourth Supplemental Report is to provide the Court with information in relation to:
 - a) an email exchange between WeirFoulds LLP (“**WeirFoulds**”) and Betty’s Law Office (“**Betty’s Law**”) alleging professional misconduct and threatening to bring a motion to remove WeirFoulds as the Receiver’s counsel;
 - b) the cross examination of Mr. Philip Cho of WeirFoulds by Betty’s Law on Mr. Cho’s affidavit of fees and production of the transcript for same; and
 - c) the posting of various excerpts from the Second Court Report at the Co-op by residents.

2.0 INAPPROPRIATE ALLEGATION OF MISCONDUCT ON WEIRFOULDS

5. As the Court is aware, part of the Second Court Report contained the fee affidavit of Mr. Philip Cho of WeirFoulds (the “**Cho Affidavit**”). The purpose of inclusion of the Cho Affidavit in the Second Court Report was to support certain of the relief sought by the Receiver and specifically, seeking the Court’s approval of WeirFoulds’ fees and disbursements as counsel to the Receiver in accordance with standard practice in Ontario. Paragraph 21 of the Appointment Order sets out that:

“THIS COURT ORDERS that the Receiver and its legal counsel shall pass its accounts from time to time, and for this purpose the accounts of the Receiver and its legal counsel are hereby referred to a judge of the Commercial List of the Ontario Superior Court of Justice.”

6. On June 16, 2025, Mr. Courtney Betty of Betty’s Law emailed Mr. Cho to advise, among other things, that:
 - a) Betty’s Law’s position was that the Law Society Rules prevent WeirFoulds as acting as counsel in this matter since Mr. Cho provided evidence in this matter by way of affidavit;
 - b) if counsel to the Receiver was not prepared to remove itself, Mr. Betty would be raising this issue as a preliminary matter to have WeirFoulds removed as counsel;
 - c) notice was being provided to not further delay the proceedings and to give WeirFoulds time to brief new counsel; and
 - d) Betty’s Law will also be seeking an order that the Cho affidavit be struck from the record if WeirFoulds persisted on acting contrary to the Law Society Rules.
7. WeirFoulds responded to these emails by, among other things, referring to the Appointment Order and specifically paragraph 21 of same, advising that court officers and their counsel are required to submit affidavits in respect of their fees, citing a past precedent and to advise that this manner of seeking fee approvals was normal practice in a receivership administration.

8. A copy of the June 16, 2025 email exchange between Betty's Law and WeirFoulds is attached hereto as **Appendix "A"**.

3.0 CROSS EXAMINATION OF P. CHO AND TRANSCRIPTS

9. As part of Appendix E to the Third Supplemental Report, the Receiver attached correspondence between Betty's Law and WeirFoulds in which Mr. Betty indicated that he intended to cross-examine Mr. Cho on the Cho Affidavit. The examination of Mr. Cho occurred on June 16, 2025.
10. On June 17, 2025, Mr. Betty emailed WeirFoulds and the City of Toronto to request confirmation that the cost of the transcript of Mr. Cho's examination would be paid by the Receiver and/or the City of Toronto.
11. WeirFoulds responded by citing Rule 39.02(4) and set out, among other things, that where a party cross-examines on an affidavit, that party shall purchase and serve a copy on every adverse party on the motion free of charge, and is liable for the partial indemnity costs of every party in respect of the cross-examination motion.
12. In response, Mr. Betty did not confirm that his client would abide by Rule 39.02(4). Rather, Mr. Betty indicated he would advise the Court of Mr. Cho's "position".
13. A copy of the June 17, 2025 email exchange between Betty's Law and WeirFoulds is attached hereto as **Appendix "B"**.
14. On the morning of June 18, 2025, the Receiver's counsel received a copy of the cross-examination transcript from the court reporter's office, without any invoice for payment.

4.0 EXCERPTS POSTED AT THE CO-OP

15. On June 17, 2025 the Receiver was notified that certain members of the Co-op had posted excerpts from the Receiver's Second Report (the "**Excerpts**") on various floors of the Co-op. The property management office at the Co-op operates from approximately 9 am – 5 pm from Monday through Friday and the Receiver

understands that the Excerpts were posted some-time overnight during the early hours of June 17, 2025. Copies of the Excerpts are attached hereto as **Appendix "C"**.

16. The Receiver understands from its property manager, Community First Developments Inc. ("CFDI"), that there is no by-law or rule that prevents residents from posting notices or documents in the Co-op and that doing so is routine without previously consulting with CFDI.
17. On the basis that the Receiver believes posting excerpts from the Receiver's Second Report out of context may be unnecessarily inflammatory and potentially misleading, the Receiver instructed its property manager, CFDI, remove the Excerpts. CFDI has confirmed that the Excerpts have been removed.
18. Late in the afternoon of June 17, 2025, the Receiver received a voicemail from a resident who indicated that the Excerpts were posted as a way of informing residents of the Co-op who may have difficulty accessing the Second Report on the Receiver's website of the contents of the Second Report.

All of which is respectfully submitted to this Court as of this 18th day of June 2025.

TDB RESTRUCTURING LIMITED, solely in its capacity
as Receiver and Manager of Harry Sherman Crowe Housing
Cooperative Inc. and not in its personal or corporate capacity

Per:


Arif Dhanani, CPA, CA, CIRP, LIT
Managing Director

APPENDIX M

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

THE HONOURABLE) FRIDAY, THE 20TH
)
JUSTICE KIMMEL) DAY OF JUNE 2025

BETWEEN:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

ORDER

(approval of activities, RFEIQ Process and fees)

THIS MOTION made by TDB Restructuring Limited (“**TDB**”) in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the “**Respondent**” or “**HSC**”) for an order approving the activities and conduct of the Receiver set out in its second report to the court dated April 30, 2025 (the “**Second Court Report**”), the Receiver’s quarterly reports dated July 4, 2024, September 30, 2024, and December 18, 2024 (the “**Quarterly Reports**”), the Supplement to the Second Court Report dated May 8, 2025, the Second Supplement to the Second Court Report dated May 16, 2025, the Third Supplement to the Second Court Report dated June 11, 2025, and the Fourth supplement to the Second Court Report dated June 18, 2025 (the “**Supplemental Reports**”) and other relief was heard this day by video conference.

ON READING the Motion Record of the Receiver, including the Second Court Report and the Appendices thereto, the Affidavit of Arif Dhanani sworn on April 30, 2025 (the “**Dhanani Fee Affidavit**”), the Affidavit of Philip Cho sworn on April 29, 2025 (the “**Cho Fee Affidavit**”),

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the Supplemental Reports and the appendices thereto, the Responding Motion Record of the Elected Board of Directors of the Respondent (the “**Board**”) dated June 6, 2025, the Factum of the Receiver, the Factum of the Board, and the Aide Memoire of the Applicant, and on hearing the submissions of the lawyers for the Receiver, and those other persons in attendance as indicated in the Participant Information Form, no other person in attendance although properly served as appears from the Lawyer’s Certificates of Service of Philip Cho dated May 2, 2025, May 8, 2025, May 16, 2025, June 11, 2025 and June 18, 2025, filed:

1. **THIS COURT ORDERS** that the Second Court Report, including the Quarterly Reports and the Supplemental Reports, and the activities and conduct of the Receiver described therein be and are hereby approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Second Court Report, including the Quarterly Reports and the Supplemental Reports.
2. **THIS COURT ORDERS** that the Request for Expressions of Interest and Qualifications Process (“**RFEIQ Process**”), attached hereto as Schedule “A”, be and is hereby approved, and the Receiver is authorized and directed to take any and all actions as may be necessary or desirable to implement the RFEIQ Process as set out therein.
3. **THIS COURT ORDERS** that the interim statement of receipts and disbursements appended to the Second Court Report be and is hereby approved.
4. **THIS COURT ORDERS** that the fees and disbursements of the Receiver as set out in the Dhanani Fee Affidavit appended to the Second Court Report be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of counsel to the Receiver as set out in the Cho Fee Affidavit appended to the Second Court Report be and is hereby approved.
6. **THIS COURT ORDERS** that this Order be and is effective from the date that it is made, and is enforceable without any need for entry and filing.

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7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

SCHEDULE "A"

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

**REQUEST FOR EXPRESSIONS OF INTEREST
AND QUALIFICATIONS PROCESS**

1. By order of the Ontario Superior Court of Justice (Commercial List) (the “**Court**”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (in such capacity, the “**Receiver**”), without security, of all of the assets, undertakings and properties of Harry Sherman Crow Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to, a business carried on by HSC, including all proceeds thereof. On March 1, 2024, the Court granted an omnibus order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.

2. As described in the Receiver’s Second Report to the Court dated April 30, 2025, the Receiver proposes a process to provide information and canvass whether members of the Co-op have an interest in, and are suitably qualified, to constitute a new board of directors to oversee the operations and management of the Co-op (the “**RFEIQ Process**”), in accordance with the requirements of the *Co-Operative Corporations Act* (the “**Co-Op Act**”).

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Summary of Timeline

Information Phase	
Within 21 days of Commencement Date (defined below)	Make RFEIQ Process and “FAQ” available to Members (as defined below)
Within 45 days of Commencement Date	Hold Town Hall meeting to further explain RFEIQ Process and status of Receivership to Members
Solicitation Phase	
30 days after Town Hall	Deadline for interested persons to submit Expression of Interest and Qualifications form (“EIQ Form”)
45-day period after Town Hall	Receiver may, but is not required, to extend the deadline for an additional 15 days to assist interested persons who were unable to meet the deadline or whose EIQ Form was incomplete in re-submitting an EIQ Form
Preliminary Reporting Phase	
Within 75 days after Town Hall	Receiver to arrange case conference for the purpose of delivering report about the conduct of the RFEIQ to date, about the EIQ Forms received, and if appropriate, provide recommendations, seek further directions, or approvals from the Court.

Role of the Receiver

3. The RFEIQ Process will be administered by the Receiver. The roles and responsibilities of the Receiver are described in further detail throughout this RFEIQ Process.
4. In administering the RFEIQ Process, the Receiver shall consult with the City of Toronto, the Co-operative Housing Federation of Canada (“CHFC”) and Co-operative Housing Federation of Toronto (“CHFT”), including with respect to information to include in the FAQ (as defined below), objective qualifying questions to include on the EIQ Form, and generally about the Town Hall meeting (as defined below).

Commencement of RFEIQ Process – Information Phase

5. The RFEIQ Process shall commence upon the date of the issuance of an Order (the “RFEIQ Order”) of the Court approving the RFEIQ Process (the “Commencement Date”).

- 6 -

6. Within 21 days of the Commencement Date, the Receiver will make the RFEIQ Order available to all members of the Co-op (the “**Members**”) by email, where available, and posting a notice in a conspicuous place at the Co-op’s premises directing Members to the Receiver’s case website for this Receivership proceeding (the “**Case Website**”), or through any other means the Receiver deems appropriate.

7. The Case Website will have the following documents available for download:

- (a) The RFEIQ Order;
- (b) This RFEIQ Process document;
- (c) An information document that provides information regarding the Receivership, the Co-op’s status, and the purpose of the RFEIQ Process, including information about qualifications, duties and responsibilities for serving as a director of the Co-op (“**FAQ**”); and,
- (d) Particulars for the Town Hall meeting as described herein.

8. Within 45 days of the Commencement Date, the Receiver shall hold an information meeting for the Members (the “**Town Hall**”). The purpose of the Town Hall will be to provide Members with an update as to the status of the Receivership in relation to governance and to explain the purpose and implementation of the RFEIQ Process. Information regarding the status of repairs and other operational issues will not be addressed by the Receiver at this Town Hall. The Receiver shall invite members of CHFC and/or CHFT to answer questions regarding the Co-Operative housing principles and expectations in relation to governance of the Co-op.

9. The Receiver, in consultation with City of Toronto, CHFC, and/or CHFT, may use its discretion in determining logistics for the Town Hall, including but not limited to time and place, participation by video or telephone, and conduct of the Town Hall. The Receiver shall be authorized to control, at its sole and unfettered discretion, participation and attendance at the Town Hall for the purpose of encouraging open, civil and respectful discourse for the benefit of the Members, generally.

10. At the conclusion of the Town Hall, the Receiver shall provide all Members with information as to how to obtain and submit an EIQ Form for the purpose of declaring their interest in serving as a potential board member of the Co-Op. Submission of a completed EIQ Form is not a commitment to serve, nor is it determinative of whether an applicant is eligible to serve. The Receiver shall have EIQ Forms available and to members following the Town Hall, either to download from the Case Website, or through any other means the Receiver deems appropriate.

Implementation of RFEIQ Process - Solicitation Phase

11. Subject to paragraph 12 below, the deadline for interested Members to submit a completed EIQ Form shall be 30 days after the Town Hall (the “**EIQ Deadline Date**”). EIQ Forms must be submitted to the Receiver by email to info@tdbadvisory.ca no later than 5:00 p.m. on the EIQ Deadline Date. The Receiver may, but is not required to, accept EIQ Form submissions that are provided in a manner other than in accordance with this RFEIQ Process.

12. The Receiver shall review the EIQ Forms and identify any issues or concerns that the Receiver believes may be inadvertent or may require clarification. The Receiver may communicate with and assist any prospective candidates who were unable to meet the EIQ Deadline Date or whose EIQ Forms were incomplete. If appropriate, the Receiver may extend the EIQ Deadline Date for an additional 15 days whereby the Member may resubmit or amend their EIQ Form.

13. Any EIQ Form that is not submitted to the Receiver in accordance with this RFEIQ Process need not be considered, provided that the Receiver, in its sole and unfettered discretion may, but is not required to, accept EIQ Form submissions that are provided in a manner other than in accordance with this RFEIQ Process. An EIQ Form that is submitted in accordance with this RFEIQ Process, or is otherwise accepted by the Receiver, shall be deemed to be an “**EIQ Submission**”.

14. The Receiver shall review all EIQ Forms solely for the purpose of confirming and evaluating the objective qualifications for candidacy as a potential director of the Co-op. In conducting its review, the Receiver shall consider:

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- (a) the Co-op's Articles of Incorporation and By-Laws;
- (b) the Co-Op Act, and regulations made thereunder;
- (c) the *Housing Services Act, 2011* (the “**HSA**”), and regulations made thereunder; and,
- (d) any guidelines, recommendations and input from CHFC and CHFT.

15. Within 75 days following the Town Hall, the Receiver shall:

- (a) deliver a report (the “**RFEIQ Process Report**”) about the conduct of the RFEIQ to date, about the EIQ Forms received, and if appropriate, provide recommendations, seek further directions, or approvals from the Court. The RFEIQ Process Report shall not name or identify any individuals that participated in the RFEIQ Process. The RFEIQ Process Report shall not offer any subjective views or assessments with respect to any person that has submitted an EIQ Form; and,
- (b) arrange for a case conference with the Court for the purpose of delivering the RFEIQ Process Report and if necessary, for the scheduling of a motion for advice and directions with respect to the RFEIQ Process Report and any recommendations contained therein.

16. The Receiver may, in its reasonable discretion, extend or adjust any of the timelines or dates set out in this RFEIQ Process, or waive compliance with any provision in this RFEIQ Process, as may be required to best achieve the purpose of the RFEIQ Process.

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE
INC.

Respondent

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

ORDER
(JUNE 20, 2025)

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TDB Restructuring Limited**

APPENDIX N

CITATION: City of Toronto v. Harry Sherman Crowe Housing Co-Operative Inc., 2025 ONSC 3908
COURT FILE NO.: CV-22-00688248-00CL
DATE: 20250630

SUPERIOR COURT OF JUSTICE – ONTARIO (COMMERCIAL LIST)

RE: CITY OF TORONTO

Applicant

AND:

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

BEFORE: KIMMEL J.

COUNSEL: *Mark Siboni*, for the Applicant

Philip Cho & Wojtek Jaskiewicz, for the Receiver TDB Restructuring Limited

Courtney Betty, for the Elected Board of Directors of the Harry Sherman Crowe Housing Co-Operative Inc.

HEARD: June 20, 2025

ENDORSEMENT
(RECEIVER'S MOTION FOR DIRECTIONS, APPROVAL
OF FEES AND ACTIVITIES AND PROPOSED RFEIQ PROCESS)

Procedural Context

[1] The City of Toronto (“Toronto” or the “City”) brought an Application to appoint a Receiver and Manager over the property, assets and undertaking of Harry Sherman Crowe Housing Co-operative Inc. (the “Co-op”) pursuant to, and in accordance with the provisions of the *Housing Services Act, 2011*, S.O. 2011, c. 6, Schedule I (the “HSA” or the “Act”). The receivership application was brought because the City (the designated service manager of the Co-op under the HSA) determined that the Co-op was experiencing challenges with respect to its operations and the administration of its Rent-Geared-to-Income (“RGI”) portfolio. The City also identified issues with the Co-op’s financial position and its governance structures and practices.

[2] These challenges and issues were among the triggering events that were detailed in a March 29, 2021 letter from the City to the Board of the Co-op setting out alleged contraventions of the HSA and regulations thereunder. These included the failure to adopt adequate policies and procedures, inadequate management and governance, and operational failures involving financial management and controls. This letter also set out what the City expected the Board to do in the

short and longer term to remedy these concerns. The City was ultimately not satisfied with the Board's response to this letter, and sought the appointment of the Receiver.

[3] Since the Receiver was appointed by order of this court on March 14, 2023 (the "Appointment Order"), the individuals who comprised the elected members of the board of directors of the Co-op prior to the appointment of the Receiver (the "Board") have participated in the receivership proceedings through their independently appointed legal counsel. They have eventually agreed to some or all of the relief sought by the City and/or the Receiver over the course of these proceedings. However, the Board has typically objected initially and filed materials in opposition to most requests for relief that have come before the court since these proceedings were initiated. In some instances, their objections have resulted in refinements or changes to the orders sought.

[4] While this motion by the Receiver (described below) was pending (it was originally returnable on May 13, 2025), the Board purported to call an annual general meeting ("AGM") on Saturday, May 10, 2025, that was adjourned to Saturday, May 17, 2025, at which the current elected members of the Board proposed to set in motion a process for the election of new directors to the Board. In the meantime, the Board requested an adjournment of the Receiver's motion to afford it time to respond to it and to seek approval for the payment of its past and continuing legal fees (the "Board Legal Fees Motion"). The court concluded that it would be prepared to grant a brief adjournment of the Receiver's motion to allow the Board Legal Fees Motion to be heard, on the condition that the current Board not proceed with the AGM or any other meetings of the members of the Co-op until after the Receiver's motion (this motion) had come back before the court and been determined.

[5] The court's decision on the Board Legal Fees Motion was released on June 3, 2025.

The Present Motion

[6] The Receiver's present motion seeks an order:

- a. Approving the Second Annual Court Report dated April 30, 2025 (the "Second Report") and the First, Second and Third Supplemental Reports thereto dated May 8, 16 and June 20, 2025 respectively (the "Supplemental Reports"), including its Fourth, Fifth and Sixth Quarterly Reports (the "Quarterly Reports") setting out the Receiver's activities from April 23, 2024 to December 17, 2024 (the "Quarterly Reports"), and the activities and conduct of the Receiver described in all of these Reports (collectively, the "Reports");
- b. Approving a process for requesting expressions of interest and qualifications to serve as Members of the board of directors of the Co-op as described in the Receiver's Second Report (the "RFEIQ Process"); and,
- c. Approving the interim fees and disbursements of the Receiver and its counsel, as set out in the Affidavit of Arif Dhanani and the Affidavit of Philip Cho (the "Fee Affidavits").

[7] Capitalized terms not otherwise defined in this endorsement shall have the meanings ascribed to them in the Receiver's Second Report.

[8] The Board initially opposed all of the relief sought by the Receiver. After cross examining the Receiver's counsel and after delivering its factum in opposition to this motion on June 19, 2025, the Board withdrew its objections to the Receiver's request for approval of its fees and the fees of its counsel at the hearing on June 20, 2025, leaving that approval to the court to determine. At the same time, the Board also withdrew its objection to the approval of the Reports and the activities and conduct of the Receiver described therein, except insofar as they relate to the approval of the RFEIQ process.

[9] Even though the Board eventually withdrew its opposition, the court must be satisfied that the approval of the Receiver's fees; the fees of its counsel; and of the Reports and the activities and conduct of the Receiver described therein are appropriate. Those aspects of the Receiver's motion will be addressed first, followed by the request for approval of the RFEIQ process that the Board continues to oppose. To preview that aspect of the motion, and for the reasons that follow, the proposed RFEIQ process is approved in part, with the expectation that there will be a report from the Receiver to the court before the end of this year.

Approval of Fees, Reports Activities and Conduct

[10] All of the Receiver's activities set out in its Reports were conducted within the ambit of its powers as granted by the Appointment Order, and in furtherance of the objectives of this appointment and the HSA. The approval of the Reports and the activities of the Receiver described therein has been made subject to the standard qualification that has become the Commercial List practice to include in these types of orders.

[11] The statement of receipts and disbursements appears to be in order. While there were some initial concerns raised by the Board about certain of the disbursements in this year compared to the prior year, those appear to have been the result of a misunderstanding about the cumulative nature of this statement.

[12] It has become the practice of the court to periodically approve the activities of its court appointed officers to ensure that their activities are being conducted in a prudent and diligent manner. This provides certainty for the Receiver and stakeholders, and provides an opportunity to address any problems. This approval falls within the court's inherent jurisdiction: see *Target Canada Co. (Re)*, 2015 ONSC 7574, 31 C.B.R. (6th) 311, at paras. 22-23; *In the Matter of The Body Shop Canada Limited*, 2024 ONSC 3882, at para. 27.

[13] I am satisfied that the Receiver's activities have been conducted in a prudent and diligent manner and, as noted above, in accordance with its mandate under the Appointment Order and the objectives of the HSA. The Reports and the Receiver's activities and conduct described in them are approved, excluding only the proposed RFEIQ process the approval of which is discussed in the next section of this endorsement.

[14] The professional fees and disbursements claimed for the Receiver and its counsel are supported by Fee Affidavits and reflect the nature of the work that has been done, the complications and difficulties encountered, and include detailed time descriptions of the work

performed. The fees are commensurate with the tasks performed and the Receiver considers the fees and hourly rates to be reasonable and within the range of comparable market rates: see *Confectionately Yours Inc. (Re)* (2002), 219 D.L.R. (4th) 72 (Ont. C.A.), at paras. 40, 45.

[15] The total professional fees were understandably higher in the second year than the first year of this receivership because most of the court attendances are covered by the second year's fees and some of the issues required specialized professional input: ranging from corporate and governance, construction, landlord and tenant, insolvency, and general litigation. Given all that they were contending with, the professionals appear to have staffed the file in a manner commensurate with the issues involved, and to have involved juniors at lower hourly rates when appropriate. Importantly, the City is paying the fees of the Receiver and its counsel directly, they are not being paid out of the operating funds of the Co-op, and the City supports the Receiver's request for this fee approval.

[16] I find the fees of the Receiver and its counsel to be fair, reasonable and justified in the circumstances and having regard to relevant factors: see *Bank of Nova Scotia v. Diemer*, 2014 ONCA 851, 20 C.B.R. (6th) 292, at paras. 33, 44-45.

[17] The Receiver owes duties to all relevant stakeholders. One of its duties is to provide an annual report. The Receiver's first annual report was presented to the court on April 29, 2024 (the "Receiver's First Report - Approval Motion"), at which time the First Report, the Receiver's activities described in it and its fees and disbursements were approved. The court's endorsement on that motion dated April 29, 2024 (the "April 2024 Endorsement") observed that, after the first year, progress has been, and continued to be, made to stabilize the Co-op's finances, governance and physical condition.

[18] The continued progress made in this regard is detailed in the Receiver's Second Report and Quarterly Reports and summarized at paragraph 7 of the Receiver's factum on this motion. The work has been extensive and wide ranging. The Receiver has generally stabilized operations of the Co-op with the assistance of the property manager that it hired, Community First Developments Inc. ("CFDI"). In the course of its mandate, CFDI has made recommendations and undertaken some work to address certain of the triggering events.

[19] As was noted at the time of the court's approval of the Receiver's First Annual Report, and remains the case now as approval of the Second Annual Report is sought, the Receiver continues to work with the service manager (the City), the property manager, the Co-op and other stakeholders to ensure the Co-op is operating in a manner consistent with the HSA. The Receiver has also worked on a number of capital projects that are detailed in its Second Report and Appendix J thereto.

[20] I do wish to make an observation regarding some of the stated grounds of objection by the Board to the approval of the Receiver's activities and fees, even though their objections were eventually withdrawn. The objections were, at least in part, premised on an argument that the Receiver should have to show some measurable connection between the work it has been doing and the physical state of the Co-op and its facilities. One area of criticism is that there are still problems and ongoing complaints being made to Toronto 311.

[21] While the Receiver has focused some of its attention on urgent repair, capital improvements and maintenance work regarding the physical facilities, it is not realistic in the circumstances of this case to expect that the Receiver would be able to resolve all concerns regarding the finances, governance and physical condition of the Co-op since its appointment. The Second Report is detailed and demonstrates the breadth of issues that had to be attended to and prioritized. In its Third Supplement to the Second Report, the Receiver has addressed the concerns noted in the log of Toronto 311 calls (after noting its evidentiary objection to the introduction of those call logs), many of which relate to problems pre-dating the Appointment Order, and some of which have been addressed.

[22] The Receiver's counsel was also understandably concerned about some of the other criticisms raised against the conduct of the Receiver and its counsel in the Board's opposition to these approvals, even though that opposition was ultimately withdrawn, specifically arguments suggesting that:

- a. the Receiver and its counsel were milking this mandate for their fees;
- b. the Receiver and its counsel had misrepresented facts and misled the court; and
- c. the Receiver was acting with *mala fides* towards the Board.

[23] In the court's last endorsement, the Board was invited to direct questions they had about the Receiver's Reports and activities in writing to the Receiver, but they declined to do so. Instead, they read the Reports, interpreted them, and raised arguments based on their own interpretations and views about how the Receiver and its counsel should be conducting themselves. These accusations (examples of which can be found throughout the Factum filed on behalf of the Board and the supporting affidavit of Rosell Kerr sworn June 6, 2025) have not been substantiated and are denied by the Receiver and its counsel.

[24] The Receiver and its counsel are officers of the court. Criticisms against them are a serious matter. These types of attacks on court officers made without evidentiary foundation can be subject to sanctions, such as costs: see *Kaptor Financial Inc. et al v. SF Partnership, LLP et al*, 2016 ONSC 6607, 41 CBR (6th) 262, at para 7. No sanction is being sought at this time, but it was appropriate for the Receiver to point out the many unfounded criticisms and accusations. This has been duly noted by the court.

Approval of Proposed RFEIQ Process

The Proposed RFEIQ Process

[25] The Receiver's proposed process for Requests of Expressions of Interest and Qualifications ("RFEIQ Process") is described as a preliminary process for: (i) engaging with the membership of the Co-op, soliciting expressions of interest and qualifications from members to serve on the board of directors (the "Board") with a view to developing a transition plan for return of management of the Co-op and out of the Receivership, and (ii) formulating a recommendation to the Court as the viability of the Housing Project continuing to operate within the co-operative housing model.

[26] The proposed RFEIQ Process has been developed by the Receiver in consultation with the City. It has three phases (described in the Second Report) projected to take place over the next 9 months, so that the final report to the court would coincide with the Receiver's Third Annual Report to the court in April 2026:

- a. First, the Receiver will disseminate information to the members of the Co-op through an FAQ and Town Hall meeting about what led to the appointment of the Receiver, what the Receiver has been doing, and what will be required for the management of the Co-op to be transitioned back to an elected board: including the duties and responsibilities of the board members. The Receiver plans to invite local non-profit sector organizations that support co-operative housing providers (the Cooperative Housing Federation of Canada, "CHFC" and the Cooperative Housing Federation of Toronto, "CHFT", collectively, the "Federations") to attend a town hall meeting to speak to the members and to answer questions about co-operative housing principles and what is expected of those managing a housing co-operative, from a governance perspective (the "RFEIQ Information Phase"). The estimated timeline is 45 days from the date of this decision to conduct the Town Hall meeting, allowing for 21 days from the date of the decision (within the same 45 day period) to disseminate the FAQs.
- b. Second, the Receiver will engage with the members of the Co-op to ascertain their interest and their capacity to serve as potential Co-op Board members (the "RFEIQ Identification of Board Candidates Phase"). The estimated timeline is 75 days from the date of the town hall meeting to receive final Expression of Interest and Qualifications ("EIQ") forms from interested members.
- c. Third, the Receiver will review and evaluate the responses it receives from the members and any additional feedback it may receive from the Service Manager, and the housing provider's landlord - York University – and reporting to the court to report on the results of the RFEIQ process and to make a further recommendation to the Court about next steps (the "RFEIQ Evaluation of Board Candidates Phase"). The estimated timeline for this phase is 90 days from the EIQ deadline for the Receiver to review the EIQs, confirm qualifications for candidacy, conduct due diligence on the candidates and evaluate them, and consult with the City and the Landlord. Further, within 12 months of the date of the decision, the Receiver will prepare a report on the results of the RFEIQ process, an evaluation of the EIQs received, and for the Receiver to make its recommendations to the court.

[27] At the hearing, the Board focused their objection on the second and third phases of the RFEIQ, arguing that what the Receiver is proposing to do in these phases falls outside of the Receiver's mandate from the court under the Appointment Order and improperly supplants the statutory and corporate processes and procedures in place for the election of a board of directors by the members of the Co-op.

The Receiver's Mandate and Authority

[28] The powers of a Receiver appointed by order of the court pursuant to subsection 85(7) of the HSA are governed by the Appointment Order. Under the Appointment Order, the Receiver was empowered and authorized to act in respect of the Property, defined to include the assets, undertakings and property acquired or used in relation to the business carried on by the Co-op, and to manage, operate and carry on the business of the Co-op and take any steps reasonably incidental to the exercise of its statutory powers or powers under the Appointment Order.

[29] The Receiver's non-exhaustive powers under the Appointment Order include the power to meet, and to receive and share information with any Persons (including the Board and other members of the Co-op), subject to terms as to confidentiality. The Receiver also is authorized by the Appointment Order to apply to the court at any time for advice and directions in the discharge of its powers and duties.

The Future Role of the Current Board

[30] For their own reasons, each of the Receiver and the Board place emphasis on the following directions contained in the April 2024 Endorsement given at the time of the court's approval of the Receiver's First Annual Report:

- a. At paragraph 9: Now that the situation has begun to stabilize, the Receiver should, as outlined in the First Report, continue with the initiatives it has undertaken. At the same, time, in this next phase of the receivership, Toronto and the Receiver should work with the Co-op to begin working toward a plan for when and how the transition back to board control might be achieved.
- b. At paragraph 10: I strongly recommend that the board work with Toronto to understand and utilize these resources [available to board members, and potential board members, to help them understand what is required to successfully manage a co-op housing project]. The history of this matter leads me to believe that, in the past, the board has on occasion failed to understand, and to follow, various requirements necessary to maintain the service manager's support and co-operation. If the board wishes to successfully transition out of the receivership, it will have to show it has a clear understanding of what is required, from a regulatory, governance and financial point of view, for the successful operation of the Co-op.
- c. At paragraph 11: Similarly, it would enhance the process if, during the next phase of the receivership, the Receiver and Toronto work toward specific, identifiable metrics and milestones for the resolution of the triggering events and what the conditions are for a successful conclusion of the receivership and a transition back to board control.

[31] The Board contends that these provisions of the April 2024 Endorsement make it clear that: "the Receiver was never intended to govern in a vacuum, nor to override or isolate the Board, but to engage constructively with the Co-op community in a transitional and collaborative capacity".

[32] The Receiver does not dispute this, but contends that the provisions of the April 2024 Endorsement make it clear that the Receiver was expected to continue its work to try to stabilize the Co-op, both financially and from a governance perspective. It further contends that the existing Board was to engage with the Receiver and seek out resources available to them if they wanted to have a meaningful role in the transition back to board control. Part of that would entail satisfying the City and the Receiver, and ultimately the court, that the triggering events under the HSA that had led to the Appointment Order had been or could be addressed and avoided in future.

[33] In the course of its mandate, which included a review of the triggering events, CFDI has confirmed, where it was able to obtain the necessary records and information, the validity of the stated grounds for the triggering events. It has also confirmed that certain of those concerns (which pre-dated the appointment of the Receiver) have not been addressed by the current Board. The Receiver believes that certain of these concerns would need to be addressed before management could be transitioned back to this Board, such as: (1) the inappropriate allocation of units and related record keeping, (2) the renovation of certain selected units; and (3) some other general management and governance concerns detailed in Section 5 of the Second Report.

[34] The Receiver has described in Section 7 of the Second Report that when its efforts to engage the Board after the April 2024 Endorsement got no response, it engaged with the City to come up with a plan (e.g., the RFEIQ Process) that would ensure all members of the Co-op were informed and had the opportunity to participate in a process that was designed with the intention that there eventually be an elected board to which management and control of the Co-op could be transitioned to from the Receiver.

[35] The Board indicated in their submissions to the court that the Receiver did not engage with them after the April 2024 Endorsement. That is contrary to what the Receiver has said in its Second Report. Notably, this was not challenged by the Board to indicate otherwise, either in the form of questioning, or contradictory evidence. The Receiver also points out that the Board has not put in any evidence to demonstrate having attempted to access available resources such as courses offered through the CHFC or the CHFT as contemplated by the April 2024 Endorsement. Nor did the Board offer any comments on the proposed RFEIQ Process until they responded to this motion to oppose it, despite invitation to do so by the court in its May 30, 2025 endorsement (the “May 2025 Endorsement”).

[36] Overall, the Board has not demonstrated an interest or willingness to engage with the Receiver. Rather, it appears to be waiting for control to be transitioned back to it after the Receiver has stabilized the financial and physical concerns. But this ignores the governance and management concerns that were among the triggering events noted by the City dating back to March 2021. The April 2024 Endorsement made it clear that, “[if] the board wishes to successfully transition out of the receivership, it will have to show it has a clear understanding of what is required, from a regulatory, governance and financial point of view, for the successful operation of the Co-op”.

[37] In the May 2025 Endorsement, I observed (at paragraph 33):

[33] The Board’s request and presumption that the transition will necessarily be back to this Board (as presently constituted) goes too far.

The Receiver's proposed RFEIQ process, if approved, or some further direction or order of the court will determine what the transition will look like, and to whom at the appropriate time. The concerns that existed at the outset when the Appointment Order was made, that included financial management and governance issues associated with this Board, may factor into this analysis. That remains an open question.

[38] It was under this backdrop that it was contemplated that the Receiver and the City would work with the Co-op (if the Board was willing to engage) toward a plan for when and how the transition back to some form of board control might be achieved. The Receiver's proposed RFEIQ process is a product of the functions carried out by the Receiver under the authority of the Appointment Order and the prior directions of the court toward this objective, in the absence of engagement by the Board.

The Board's Objections to the RFEIQ Identification and Evaluation of Board Candidates Phases

[39] The Board has been struggling to regain its authority since the Receiver was appointed. It does not like the proposed RFEIQ process because the Receiver appears to be proposing to exercise control and oversight over the potential candidates in the RFEIQ Identification of Candidates Stage, and to be pre-vetting the prospective members of the Co-op who will be permitted to run for election in the RFEIQ Evaluation of Board Candidates Phase.

[40] The Board is concerned that the approval now of the proposed RFEIQ process is laying the foundation for a future request to do away with the statutory and corporate board election process. The current elected Board members fear that those of them who wish to stand for re-election may be disqualified by the Receiver without their candidacy being considered through the established voting procedures under the Co-op's by-laws and the statutorily mandated process for elections of the board under ss. 90-91 of the *Co-Operative Corporations Act*, R.S.O. 1990, c. C.35.

[41] The Board emphasizes that, from their perspective, the triggering events were due to a fraud that was committed by someone who is no longer involved in the Co-op. They point out that this is not a social housing project. A certain number of the units are designated for RGI housing that is subsidized by the City, but the remaining members are paying market rent.

[42] The Board argues that the premise of the proposed RFEIQ process presupposes that this long-standing community housing co-op that has been operating since 1989 is incapable of managing the Co-op or even managing to conduct a democratic vote to elect its own board of directors, despite having done so in the past. The Board is concerned that the proposed RFEIQ will supplant the by-laws and statutory framework for electing directors and deprive the members of the Co-op of their democratic right to elect their own Board. The Board maintains that there is no demonstrated reason for supplanting the normal processes for board elections prescribed by the applicable by-laws and statutory framework.

[43] The Board further contends that it reflects a bias against them for the Receiver to suggest that there is a need to supervise their democratic elections process. They went so far in their submissions at the hearing to suggest that the Receiver's proposed RFEIQ process is fraught with biases against the members of this community and their abilities, on the basis of their race,

ethnicity, socio-economic and marital status among other grounds. I find these latter accusations to be inflammatory and lacking in any evidentiary foundation.

[44] The Board also does not like that this is projected to be a lengthy and prolonged process that would not result in an election of a new board until after April of 2026. The Board is less concerned about the Receiver's proposed FAQ or Town Hall but suggest that there should be a board election within 3-6 months. They have suggested that the Federations be asked to oversee the elections, as has been done in the past.

The Receiver's Response to the Board's Objections

[45] The Receiver counters that there is no evidence about the demographics of the members of the Co-op and that its concerns and recommendations are primarily based on the remaining unresolved triggering events. It acknowledges that it also has lingering concerns about the seeming disinterest of the Board to avail itself of the resources that they were encouraged to explore in the April 2024 Endorsement to educate themselves about the responsibilities of board members and good corporate governance.

[46] The Receiver maintains that the proposed RFEIQ process does not directly address the election of the Board. It is primarily concerned with steps that would precede any election. That said, the proposed RFEIQ process does contemplate a pre-vetting of declared candidates by the Receiver in the second and third phases directed to the identification and evaluation of board candidates.

[47] The Receiver also acknowledges that the eventual outcome of the RFEIQ process will be to make recommendations to the court about the viability of holding an election to appoint a new board, depending on the results of the Receiver's diligence regarding candidates who have declared their interest in serving on the board and whether, in the Receiver's view, there are enough interested, qualified candidates to hold an election. The Receiver and the City do not foreclose the possibility of a scenario under the current proposed RFEIQ process in which the Receiver might recommend that there not be an election of a new board but rather some other path forward (that would be subject to court approval with a full opportunity for members and any other interested stakeholders to be heard).

Analysis

[48] The primary objective of the RFEIQ process at this stage should be to provide information to members so that all potential candidates are identified, and to gather information about the qualifications of potential candidates to form a board, against the important back drop of the events that led to this receivership, and the governance and management issues that were among the triggering events for the City to seek the appointment of the Receiver in the first place. The first and second RFEIQ Information and Determination of Board Candidacy Phases should be the initial focus.

[49] The Receiver describes in its factum that the goal of the RFEIQ process is to provide the Receiver with sufficient information to then formulate a recommendation for the Court's consideration on the question of whether it is viable for the Housing Project to continue operating within the co-operative housing model. I consider it to be premature at this stage to approve now

any future steps that may be required if the Receiver has concerns about the pool of potential candidates for election to the board.

[50] There can be objective and subjective aspects to the determination of the qualifications of candidates. The objective aspects include statutorily mandated requirements, such as minimum age, residency, and membership in the Co-op (e.g. ss. 85, 87 and 89 of *Cooperative Corporations Act*). Some objective aspects may also include a willingness to accept the fiduciary responsibilities and obligations of serving on this Board, as well as the associated time commitment. Further objective aspects may include a willingness to undergo available education and training to ensure that candidates understand those fiduciary responsibilities and obligations, and that they are equipped to run the Co-op and manage its annual budget of in excess of \$100,000.

[51] During the hearing, I explored with counsel the possibility of removing from the proposed RFEIQ process, for the time being, the aspects of phases two and three that involve the Receiver vetting, independently researching or evaluating and making its own subjective recommendations about specific individual members who express an interest in becoming board members. I also explored shortening some of the timelines so that the Receiver can report to the court before the end of 2025, so that the court, the members and other stakeholders can first hear what is being recommended by the Receiver coming out of those phases. I further explored ways in which the canvassing of potential candidates for the board could be done based on objective metrics and questions to be developed in consultation with the Foundations, or using their resources – with a view to the Receiver reporting to the court on the outcome of these phases but not expressing its subjective views about the candidacy of any particular individual.

[52] Counsel responded to questions from the court about the sequencing and timing of the steps that could be taken in furtherance of the first two phases of the proposed RFEIQ process and an earlier report to the court before the end of this year. Having considered the written and oral submissions of the parties and the evidence before the court, I have determined that it is just and convenient to approve certain aspects of the first two phases of the proposed RFEIQ process, as follows:

- a. RFEIQ Information Phase: unchanged estimated timeline of 45 days from the date of this decision to conduct the Town Hall meeting, allowing for 21 days from the date of the decision (within the same 45 day period) to disseminate the FAQs. The Receiver shall confer with the City and the Foundations about: what information to include in the FAQs, about what objective qualifying questions to include on the EIQs, and generally about the Town Hall. The Foundations shall be invited to attend the Town Hall Meeting if they are willing to, and to provide whatever resources, support and assistance they deem appropriate. They are not party to this proceeding and were not represented at this hearing, so no orders or directions are made against the Foundations, just a request for their assistance to be provided. The Receiver shall arrange for the Town Hall Meeting to be publicized through available means and shall have the EIQ forms available at that time and to members thereafter, to be downloaded from its website or through any other means the Receiver deems appropriate.

b. RFEIQ Identification of Board Candidates Phase - Reporting: estimated timeline of 75 days from the Town Hall meeting. The submission deadline for EIQs will be 30 days after the Town Hall Meeting, but the Receiver may extend that deadline for an additional 15 days during which it may assist prospective candidates who were unable to meet the deadline or whose EIQs were incomplete. The Receiver shall prepare a report about the conduct of the RFEIQ to date, and about the EIQs received. Individuals who submitted EIQs shall not be named or identified in the Receiver's report or its appendices. The Receiver shall not offer any subjective views or its own assessments of these candidates.

[53] In anticipation of the Receiver's report, a case conference shall be arranged in the normal course through the Commercial List office for a date that is after the Receiver expects to have delivered its report, before me if my schedule permits. At this case conference, the Receiver shall outline whether any, and if so which, of its recommendations require further directions or approvals from the court (with a draft Notice of Motion if appropriate). Based on the above timeline, it is expected that this case conference will take place before the middle of November 2025.

[54] The Receiver relies on the court's general jurisdiction to include such terms as are just in connection with any receivership order as provided for under s. 101(2) of the *Courts of Justice Act*, R.S.O. 1990, c. C.43 in asking that the court exercise its discretion to approve the proposed RFEIQ process that is intended to inform the eventual recommendations for transitioning management and control of the Co-op out of the receivership. It analogizes this to the many other circumstances in which receiver's come to court for approval of specific steps they propose to take. I agree with the Receiver that the requested approval of the proposed RFEIQ process falls within these general parameters of a motion for advice and directions to be given to a court officer under supervision by the court.

[55] In other contexts where court officers seek court approval of proposed steps (often by a motion for advice and directions arising out of the original appointment order) the court has consistently required that the receiver's powers be exercised with procedural fairness, strict adherence to the appointment order, and deference to the rights of affected stakeholders. For example, these procedural safeguards are embodied in the test for approval of a sale transaction endorsed by the Court of Appeal in *Royal Bank of Canada v. Soundair Corp.*, (1991), 4 O.R. (3d) 1 (C.A.); see also *Lash v. Lash Point Association Corp.*, 2022 ONCA 361, at paras. 34, 37-41, 45. The Board itself in its submissions urged the court to apply these procedural safeguards, by analogy, when considering whether or not to approve the proposed RFEIQ process.

[56] In my view, a more directly analogous test to apply for the approval of a proposed process would be the test for the approval of a sales investment solicitation process ("SISP"), which typically is sought by a motion for directions. In that context, several factors have been established to guide the exercise of the court's discretion. In considering whether to approve a SISP, the court considers, among other things, factors such as:

- a. the fairness, transparency and integrity of the proposed process;
- b. the commercial efficacy of the proposed process in light of the specific circumstances facing the court officer running the process; and

- c. whether the sales process will optimize the chances, in the particular circumstances, of securing the best possible price for the assets up for sale.

See *Ontario Securities Commission v. Bridging Finance Inc.*, 2021 ONSC 5338, at paras. 7-8; *Choice Properties Limited Partnership v. Penady (Barrie) Ltd.*, 2020 ONSC 3517, at paras. 15-16; *CCM Master Qualified Fund v. blutip Power Technologies*, 2012 ONSC 1750, 90 C.B.R. (5th) 74, at para. 6).

[57] At a high level, these same considerations are relevant to a motion such as this for advice and directions concerning the proposed RFEIQ process. The analytical framework for the court to consider in deciding whether to approve a process that is recommended by the Receiver should focus on whether it will optimize the chances, in the particular circumstances, of achieving some important objective or goal in the receivership.

[58] In the circumstances of this case, the eventual goal is to transition the management of the Co-op out of the control of the Receiver in a way that mitigates against the continuation or recurrence of the triggering events, many of which were governance and management related. The Second Report explains how the RFEIQ process was designed with this goal in mind. It is in the interests of all of the Co-op members to have a board that is comprised of members who seek election with full knowledge of their duties, responsibilities and the time commitment involved, who are willing to educate themselves and avail themselves of available resources and support from the Foundations and who otherwise meet the statutory requirements to serve as board members, if that can be achieved.

[59] I find the first and second phases of the proposed RFEIQ process, as amended and described above, to be fair, transparent and commercially efficacious in the circumstances. I am satisfied that the approval now of these aspects of the proposed RFEIQ process will lay a foundation for achieving the eventual objective of transitioning the management and control of the Co-op out of the receivership to an elected board (or, if later determined to be appropriate, some other management structure or operating entity). In the exercise of my discretion, these first two phases of the RFEIQ process (as amended) are approved.

[60] The Receiver is directed to undertake the steps set out above and report back to the court before the end of 2025 about the outcome of these first two phases and for advice and directions concerning any further recommendations it has, on a date to be scheduled with the court at a scheduling appointment or case conference to be arranged in the fall of 2025. The court will consider at that time what the Receiver is recommending as the path forward, to end the receivership and ultimately transfer management of the Housing Project to a permanent operator, whether that be the Co-op or some other structure. If the Receiver is then still recommending further vetting of prospective board members before an election, that can be revisited.

Disposition

[61] The Receiver's motion is granted in part. The draft order submitted by the Receiver shall be updated to reflect the date of this decision and the parties in attendance at the hearing. Schedule "A" to the order shall be amended to reflect the limitations on what aspects of the proposed RFEIQ process are being approved at this time, carving out the aspects of phases two and three that involve the Receiver vetting, independently researching or evaluating and making recommendations about

specific individual members who express an interest in becoming board members. It shall also be amended to adjust the timelines to correspond with those imposed under this endorsement.

[62] A revised draft order with Schedule A, together with a blackline to show the changes made to implement the court's directions in this endorsement, shall be sent by the Receiver to me by email to my judicial assistant: linda.bunoza@ontario.ca with a copy to counsel for the Board and counsel for the City. I will review this draft and edit as needed to ensure conformity with the intention of this endorsement and then will sign it.

[63] No costs were sought by the Receiver, despite the concerns noted earlier in this endorsement about the unfounded allegations of misconduct and misfeasance.

[64] Given the outcome of the RFEIQ process approval (largely in favour of the Receiver) and the timing of the Board's withdrawal of its opposition to the other aspects of the relief sought by the Receiver, no costs are awarded to or in favour of the Board.

[65] In the meantime, and to be clear, as a term of accepting and implementing the Board's request (at least for the time being) that the court not to approve the third phase of the proposed RFEIQ process and those aspects of the second phase involving subjective assessments and evaluations of prospective board members by the Receiver, the Board shall not call an AGM or any other meeting, while the RFEIQ process is ongoing, without leave of the court.



KIMMEL J.

Date: June 30, 2025

APPENDIX O



SUPERIOR COURT OF JUSTICE
COMMERCIAL LIST

ENDORSEMENT

COURT FILE NO.: CV-22-00688248-00CL

DATE: October 21, 2025

NO. ON LIST: 1

TITLE OF PROCEEDING: City of Toronto v. Harry Sherman Crowe Housing Co-Operative Inc et al

BEFORE: Justice Kimmel

PARTICIPANT INFORMATION

For Plaintiff, Applicant, Moving Party:

Name of Person Appearing	Name of Party	Contact Info
Mark Siboni	Counsel for the City of Toronto	mark.siboni@@toronto.ca

For Defendant, Respondent, Responding Party:

Name of Person Appearing	Name of Party	Contact Info
Courtney Betty	Board of Directors of Harry Sherman Crowe Housing Co-Operative Inc.	betty@bettyslaw.com

For Other:

Name of Person Appearing	Name of Party	Contact Info
Philip Cho	Counsel for the Receiver TDB Restructuring Ltd.	pcho@weirfoulds.com
Arif Dhanani	Receiver	adhanani@tdbadvisory.ca

ENDORSEMENT OF JUSTICE KIMMEL:

[1] Pursuant to the court's order of June 20, 2025, within 75 days of the Town Hall Meeting, the Receiver is required to arrange a case conference for the purpose of delivering report about the conduct of the RFEIQ to date, about the EIQ Forms received, and if appropriate, provide recommendations, seek further directions, or approvals from the Court. The Town Hall Meeting has been held. The Receiver requested this 9:30 scheduling appointment for the purpose of scheduling the required report to the court.

[2] The court has scheduled a 90-minute zoom hearing on December 11, 2025 commencing at 11:00 a.m. for the Receiver to deliver its report. The Receiver's written report shall be distributed to stakeholders at least 3 weeks in advance of this hearing. The Receiver and any other party that intends to say anything about the report and the Receiver's recommendations contained in it shall deliver to the Receiver and any other known participating stakeholders an Aide Memoire (maximum 3 pages double spaced) and file it with the court by no later than 4:30 p.m. on December 8, 2025. The Receiver shall ensure that all materials delivered for the December 11, 2025 hearing are in the hearing bundle in Case Center.

[3] Mr. Betty indicated that he had other matters of concern that he wished to raise and that there may be a need for directions and steps in advance of the Receiver's report to the court. Those matters were not indicated in any materials or request forms filed in advance of today's appearance, which was booked as a 15-minute scheduling appointment. The Commercial List Practice Direction is clear about what can and cannot be done at a 9:30 scheduling appointment, and what Mr. Betty was asking for clearly falls outside of those parameters.

[4] Mr. Betty was directed to make a request for a case conference in the normal course if he has other matters that he would like the court to consider in advance of the Receiver's report to the court now scheduled for December 11, 2025.



Justice J. Kimmel

Date: October 21, 2025

APPENDIX P

COCHI Project – Progress Report – October 21, 2025 Update

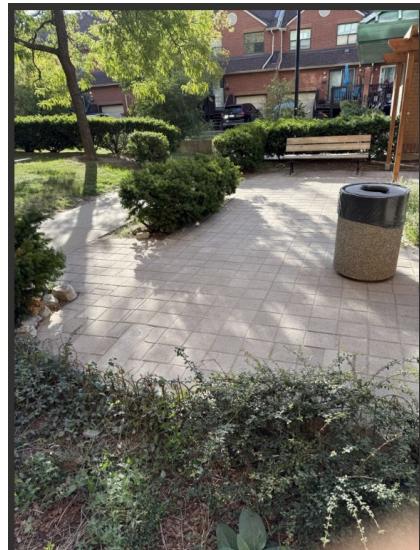
Paving Repair of Road and Parking Areas, Uneven Paving

Completed: Road paving of the entire road area (as additionally approved as Change Order 1), gate arm island removal (Change Order 3.) speed bump reconstruction and painting have been completed .

The project is complete and closed out.

Membrane Repairs: small membrane repairs were approved subsequently for an estimated additional amount of \$ 6,900. However, when the area was opened up, it was determined that the area of water penetration is not involving the membrane, but rather the expansion joint. Before proceeding with paving, the consultant provided a rough verbal estimate of repairing the expansion joint between the building wall and the South end of the roadway to see if the Co-op would be interested in adding that work to the contract. The rough verbal estimate was in excess of \$ 120,000 and was therefore not further pursued.

Mancuso repaired and reconstructed the walkway in the respective area (See picture). No additional charges were applied.



Timeline: Project to be fully completed.

Invoicing: Final Draw Invoice and Holdback invoice received.

Booster Pump Replacement:

Progress was halted due to awaiting response on COCHI Funding extension, which was confirmed June 15, 2025. Grundfoss examined the property and send pump specifications to Noble (Pump distributor). Cost for pump is \$ 7799.40+tax. Modern Niagara confirmed their availability to do the installation during the last week of September.

Modern Niagara sent an updated quote at the cost of \$14,286 + tax (see attached), but confirmed that the pump, contrary to the assurance of Noble, the supplier, was not available until 8 weeks from date of order.

HSS was contacted to confirm if project could still proceed and funds would be available. Awaiting response.

Expected completion Date: Pending response from HSS

Elevator Renovation: Project Closed Out. Both elevators' interior were completed by March 20, 2025. July 3 – 17: correction of deficiencies arising from final inspection.

TSSA Re-inspection has been set up to clear minor TSSA Inspection deficiencies.

Invoicing: Holdback Invoice has been received but will not be paid until the deficiency is fully rectified

Underground, Hallway and Common Area, as well as Outdoor Lighting:

Final Status: Invoiced, inspected and paid – project complete.

Roofing Replacement:

Project Closed Out: Final Status: Completed by March 28, 2025.

Invoicing completed by end of August 2025

Smoke Alarm Replacements:

Completed and Invoiced: The work was done following the annual fire alarm inspection and report. The work was invoiced and invoices submitted to the City.

General: Of the total COCCHI funding granted, approx.. \$ 350 K have not been spent. This is mainly due to both the elevator project and the roofing project coming in well under budget.

New COCHI Funding Application for 2026/27:

A new COCHI Funding Application was submitted after receiving the BCA for the high rise building. Some of the details in that BCA were incorporated into the Draft COCHI Application.

Please find final Application Form, submitted on the morning of Oct. 15, 2025 attached

Budget Vs. Actual: Please see below the already committed and anticipated expenditures, in relation to the total funding amount.

	Total Funding		\$ 1,437,500.00				Total Spent:		\$ 1,086,170.57				Total remaining		\$ 351,329.43		
As per quote or invoice	Elevator Modernization	As per quote	Roofing	As per quote or invoice	Paving/Uneven Sidewalk	As per invoicing	Grounds Lighting/Hallway and Common Areas/Underground Lighting (cost before rebate)			As per quote	Replacement of Smoke alarms	As per quote	Booster Pump	Total before GST	HST	Non-Refundable HST	Total with non-refundable HST (as per COCHI Agreement)
Budget	\$ 600,000.00	Budget	\$ 600,000.00	Budget	\$ 145,000.00	Budget	\$ 28,500.00		Budget #####	Budget	\$ 15,000.00	\$ 1,401,000.00	\$ 182,130.00	\$ 36,426.00	\$ 1,437,426.00		
Actual B	\$ 444,185.02	Actual	\$ 407,417.07	Actual	\$ 266,730.71	Actual	\$ 34,263.24		Actual	Actual	\$ 7,799.40	\$ 1,164,463.44	\$ 151,380.25	\$ 30,276.05	\$ 1,194,739.49		
invoiced so far	Invoice d so far			Invoiced so far					Invoice d so far								
							Aegis	\$ 2,825.00	E.F.S.	\$ 4,068.00			\$ 2,500.00	325	\$ 65.00	\$ 2,565.00	
							Optoelec.	\$ 31,438.24					\$ 27,821.45	3616.79	\$ 723.36	\$ 28,544.81	
Element	\$ 114,381.99												\$ 101,223.00	13158.99	\$ 2,631.80	\$ 103,854.80	
Element	\$ 38,127.33												\$ 33,741.00	4386.33	\$ 877.27	\$ 34,618.27	
	B&B	\$ 5,454.82											\$ 4,802.24	652.58	\$ 130.52	\$ 4,932.76	
	Solar	\$ 56,957.08											\$ 56,329.41	627.67	\$ 125.53	\$ 56,454.94	
NECL	\$ 4,997.50												\$ 4,997.50	649.68	\$ 129.94	\$ 5,127.44	
	Solar	\$ 80,185.36											\$ 70,960.50	9224.86	\$ 1,844.97	\$ 72,805.47	
	Solar	\$ 211,261.41											\$ 186,957.00	24304.41	\$ 4,860.88	\$ 191,817.88	
	B&B	\$ 6,780.32											\$ 6,780.32	\$ 881.44	\$ 176.29	\$ 6,956.61	
	B&B	\$ 6,349.83											\$ 5,619.25	730.58	\$ 146.12	\$ 5,765.37	
	Solar	\$ 34,258.00											\$ 34,258.00	4453.54	\$ 890.71	\$ 35,148.71	
	B&B	\$ 659.00											\$ 583.11	75.89	\$ 15.18	\$ 598.29	
Lifeline	\$ 15,000.00												\$ 15,000.00	1950	\$ 390.00	\$ 15,390.00	
Midnorth	\$ 1,796.70												\$ 1,796.70	206.7	\$ 41.34	\$ 1,838.04	
Midnorth	\$ 4,254.00												\$ 4,254.00	489.45	\$ 97.89	\$ 4,351.89	
Element	\$ 101,223.00												\$ 101,223.00	\$ 13,158.99	\$ 2,631.80		
EGCom	\$ 1,355.00												\$ 1,355.00	\$ 176.15	\$ 35.23	\$ 1,390.23	
Diversat	\$ 8,900.00	B&B	\$ 5,511.25										\$ 14,411.25	\$ 1,873.46	\$ 374.69	\$ 14,785.94	
Total Pov	\$ 1,105.00												\$ 1,105.00	\$ 143.65	\$ 28.73	\$ 1,133.73	
NECL	\$ 4,997.50												\$ 4,997.50	649.68	\$ 129.94	\$ 5,127.44	
Element	\$ 105,939.00												\$ 105,939.00	\$ 13,772.07	\$ 2,754.41	\$ 108,693.41	
Element	\$ 42,108.00												\$ 37,264.00	\$ 4,844.32	\$ 968.86		
							Mancuso	\$ 227,808.00					\$ 201,600.00	\$ 26,208.00	\$ 5,241.60		
							Mancuso	\$ 25,312.00					\$ 22,400.00	\$ 2,912.00	\$ 582.40		
							B & B	\$ 7,186.01					\$ 6,359.23	\$ 826.70	\$ 165.34		
							B & B	\$ 959.96					\$ 849.50	\$ 110.44	\$ 22.09		
							B & B	\$ 5,464.74					\$ 4,836.00	\$ 628.68	\$ 125.74		
	\$ 444,185.02							\$ 266,730.71					\$ 1,059,962.96	131038.049	\$ 26,207.61	\$ 1,086,170.57	

Anticipated Project Timeline (if Extension granted):**Harry Sherman Crowe - COCHI Project Timeline**

Project(s)	Oct	Nov	Dec.	
<u>Booster Pump Replacement</u>	Manufacturing of Pump	Delivery of pump	Installation and Inspection	

APPENDIX Q

FREQUENTLY ASKED QUESTIONS (FAQ)

The property of Harry Sherman Crow Housing Co-operative Inc. (the “HSC Co-op”), including the housing project (the “HSC Housing Project”), is currently being managed by the receiver-manager, TDB Restructuring Limited (“TDB” or “the Receiver”). TDB was appointed to serve as Receiver and manager by order of the Ontario Superior Court of Justice (the “Court”).

In keeping with directions provided by the Court, the Receiver is taking steps to engage with the members of the HSC Co-op to provide information about co-operative corporations (“Co-ops”), particularly housing Co-ops, and the HSC Co-op, its current status, and the receivership administration. The Court’s directions also include engaging with the membership to canvas whether members of the HSC Co-op have an interest in, and are suitably qualified to, constitute a new board of directors that, if elected by the membership, could oversee the operation and management of the HSC Housing Project when the Receivership comes to an end.

This document has been prepared by the Receiver, in consultation with the City of Toronto (the “City”), the Co-operative Housing Federation of Toronto (“CHFT”), and the Co-operative Housing Federation of Canada (“CHFC”). It shares the information with the members by setting out key questions that the Receiver, the City, CHFT, and CHFC, anticipate members may have and answers them.

Please note, the information set out in this FAQ is not intended as legal advice, and readers should not rely upon it for that purpose.

Non-Profit Housing Co-ops and the HSC Housing Project

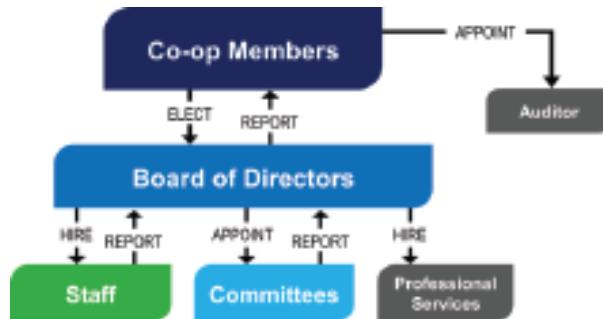
- *What is a non-profit housing Co-op?*

Co-operative housing is a unique form of rental housing. People join housing Co-ops because they want housing that is: decent, affordable, and secure. Non-profit Co-ops are distinct from other types of Co-ops. People who live in non-profit Co-ops do not invest their own money and therefore have no ownership interest in the corporation. The HSC Co-op is a non-profit housing Co-op.

- *How are non-profit housing Co-ops traditionally run?*

Co-ops are self-governed by its members. The people who live in the Co-op are its members. The members are responsible for managing the Co-op in a manner that is consistent with the *Co-operative Corporations Act* (the “CCA”), any properly enacted corporate by-laws, and any other applicable legislation.

Each member has one vote. Members elect a board of directors from amongst themselves. The elected board of directors oversees the running of the Co-op. Most boards hire staff or retain a property management company to do their day-to-day work. The members themselves make certain big decisions. These decisions include setting the annual housing charges (rents), approving by-laws, and appointing auditors to conduct annual reviews of the Co-op's finances.



Co-ops rely on members volunteering their time on the board of directors, or on Co-op committees.

- *What are the HSC Co-op's responsibilities in relation to the HSC Housing Project?*

The HSC Co-op was developed in the early 1990s under a provincial government program. It operates the "housing project" – the residential units and facilities in the buildings at 51 The Chimneystack Road, on lands that it leases from York University. At the end of the lease, the rental buildings will vest in the landlord.

The HSC Housing Project is designated as a non-profit, full assistance housing program under the *Housing Services Act, 2011* (the "HSA") and its regulations. The HSC Co-op is responsible for operating the HSC Housing Project. It is considered a "housing provider" under the HSA. Its responsibilities include: (i) ensuring that the HSC Housing Project is well managed, maintained in a satisfactory state, and fit for occupancy; (ii) in relation to the HSC Housing Project, the collection of rent and the administration of leases; (iii) the provision of information to the body responsible for overseeing the HSC Co-op – the "Service Manager"; and (iv) the preparation and implementation of plans related to its own governance and operations, in keeping with the applicable laws.

- *Does the HSC Co-op have to make RGI units available?*

Yes. The HSC Co-op is currently required to maintain a minimum of 90 Rent-Geared-to-Income (or "RGI") units in accordance with the HSA.

- *Does the HSC Co-op receive funding to help cover the costs associated with operating the HSC Housing Project?*

Yes. Under the HSA, the HSC Co-op is entitled to receive various forms of subsidy – (1) an operating subsidy; (2) a rent subsidy in relation to the number of RGI units it makes available; and (3) a property tax subsidy. The funding it is entitled to receive is set out in the HSA and its associated regulations. This funding supplements the revenue that the HSC Co-op generates from the rent it collects from its members.

- *What role does the City of Toronto play in relation to the HSC Co-op and the HSC Housing Project?*

The City is the Service Manager responsible for administrating, monitoring, and funding housing provider operations under the HSA.

When a Service Manager, in the course of monitoring housing provider operations, identifies one or more instances of a housing provider failing to meet its obligations under the HSA, these failures are called “triggering events” – the Service Manager then take steps to address these triggering events.

The Current Status of the HSC Co-op and the Receivership Proceeding

- *What is the current status of the HSC Co-op?*

In the course of monitoring the operations of the HSC Co-op, the City identified that there were several issues with how the HSC Housing Project was being operated. These issues were brought to the attention of the HSC Co-op’s board of directors in 2020 and 2021, ultimately resulting in the issuance of a **Notice of Triggering Events** in March 2021. When the identified issues persisted, the City brought an application to Court asking that the Court appoint a receiver-manager over HSC Co-op.

The Court approved the City’s application and appointed TDB as the receiver-manager of HSC Co-op. The costs of the Receiver are the responsibility of the City in its capacity as Service Manager.

Information about the appointment of the Receiver, including the Court Order appointing the Receiver, can be found at the following website address: <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.

- *Who is the Receiver?*

TDB (formerly known as RSM Canada Limited) was appointed by the Court on March 14, 2023, over all of the property of the HSC Co-op. TDB is a financial advisory firm whose principals are licensed insolvency trustees. The Receiver is an officer of the Court and has a duty to consider the interests of all stakeholders, which includes, but is not limited to, the City, the members and residents of the HSC Co-op and the HSC Housing Project, York University, and creditors of the HSC Co-op.

- *What is the Receiver’s Job?*

The Receiver has “stepped into the shoes” of the HSC Co-op, taking over the management of the operations of the HSC Co-op from the prior board of directors to address the issues that gave rise to its initial appointment. The activities of the Receiver during its appointment over the HSC Co-op include: (i) reviewing the HSC Co-op’s financial records and documents and attending to all corporate and tax filings, and reporting to the City, as required; (ii) directing and instructing the property manager, Community First Developments Inc., to manage the building, including day-to-day operations and addressing tenant concerns; (iii) reconciling and managing all of the rental income, operating, rental and capital improvement subsidies; (iv) applying for special capital improvement funds on behalf of the HSC Co-op for the purpose of certain repairs and improvements, such as elevator improvement, parking lot re-paving, roof replacement, and more, and managing the construction and repair projects on behalf of the HSC Co-op; and (v) communicating with various stakeholders or interested persons, including residents, the City, York University and others, including providing reports to the Court.

Information about the Receiver's role and the work the Receiver has done to date, as reviewed and approved by the Court, can be found at the following website address: <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.

- *How long will the Receivership Last?*

There is no anticipated end date for the Receivership.

The Receiver sought and was granted permission from the Court to implement a process and to develop a plan for how and when the transition out of the Receivership might be achieved. This process involves sharing information with the HSC Co-op's membership about how Co-op's operate, the Receivership, and about what running the HSC Co-op will entail. Once that information sharing process is complete, the process also involves canvassing whether members of the Co-op have an interest in, and are suitably qualified, to constitute a new board of directors to oversee the operations and management of the Co-op.

This Court approved process is referred to as a **Request For Expressions of Interest and Qualifications** or "**RFEIQ**". A copy of the RFEIQ process can be found as Schedule "A" to this FAQ document and at the following website address: <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/>.

The RFEIQ Process

- *How will the information be shared with the membership?*

This FAQ document has been prepared and will be made available to the membership.

In addition, the Receiver will arrange for a Town Hall to explain to the Co-op members the purpose and implementation of the RFEIQ Process and the status of the Receivership in relation to governance. The Receiver will invite members of CHFT and/or CHFC to answer questions about Co-op governance and to explain the purpose and implementation of the RFEIQ.

- *Who can attend the Town Hall?*

All members of the Co-op are invited to attend.

The Role of the Co-op's Board of Directors

- *What responsibilities does a member of a Co-op's board of directors have?*

An information package setting out the role that a member of a Co-op's board, what responsibilities they have, what qualifications they have to meet, and what commitments they have to make, is attached as Schedule "B" to this FAQ document, and at the following website address: <https://tdbadvisory.ca/insolvency-case/harry-sherman-crowe-housing-co-operative-inc/om>.

- *Do volunteer board members get paid for their service?*

No. It is a volunteer position.

- *I'm interested in volunteering to serve on the HSC Co-op's board of directors, what should I do?*

The steps that anyone interested in volunteering should take are set out in the RFEIQ process.

At the conclusion of the Town Hall, members will be given information as to how to obtain and submit an Expression of Interest and Qualifications Form (an “EIQ Form”) for the purpose of declaring their interest in serving as a potential member of the Board. These forms must be submitted to the Receiver by email at info@tdbadvisory.ca by no later than 5 p.m., 30 days after the Town Hall, the date for which will be announced shortly.

INDEX

SCHEDULE	Document
A.	RFEIQ Process
B.	Information About Serving on a Co-op Board

SCHEDULE "A"

Court File No. CV-22-00688248-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

**REQUEST FOR EXPRESSIONS OF INTEREST
AND QUALIFICATIONS PROCESS**

1. By order of the Ontario Superior Court of Justice (Commercial List) (the “Court”) dated March 14, 2023, RSM Canada Limited was appointed receiver and manager (in such capacity, the “Receiver”), without security, of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Cooperative Inc. (“HSC” or the “Co-op”) acquired for, or used in relation to, a business carried on by HSC, including all proceeds thereof. On March 1, 2024, the Court granted an omnibus order substituting the name TDB Restructuring Limited in place of RSM Canada Limited as Receiver.

2. As described in the Receiver’s Second Report to the Court dated April 30, 2025, the Receiver proposes a process to provide information and canvass whether members of the Co-op have an interest in, and are suitably qualified, to constitute a new board of directors to oversee the operations and management of the Co-op (the “RFEIQ Process”), in accordance with the requirements of the Co-Operative Corporations Act (the “Co-Op Act”).

Summary of Timeline

Information Phase	
Within 21 days of Commencement Date (defined below)	Make RFEIQ Process and “FAQ” available to Members (as defined below)
Within 45 days of Commencement Date	Hold Town Hall meeting to further explain RFEIQ Process and status of Receivership to Members
Solicitation Phase	
30 days after Town Hall	Deadline for interested persons to submit Expression of Interest and Qualifications form (“ EIQ Form ”)
45-day period after Town Hall	Receiver may, but is not required, to extend the deadline for an additional 15 days to assist interested persons who were unable to meet the deadline or whose EIQ Form was incomplete in re-submitting an EIQ Form
Preliminary Reporting Phase	
Within 75 days after Town Hall	Receiver to arrange case conference for the purpose of delivering report about the conduct of the RFEIQ to date, about the EIQ Forms received, and if appropriate, provide recommendations, seek further directions, or approvals from the Court.

Role of the Receiver

3. The RFEIQ Process will be administered by the Receiver. The roles and responsibilities of the Receiver are described in further detail throughout this RFEIQ Process.
4. In administering the RFEIQ Process, the Receiver shall consult with the City of Toronto, the Co-operative Housing Federation of Canada (“**CHFC**”) and Co-operative Housing Federation of Toronto (“**CHFT**”), including with respect to information to include in the FAQ (as defined below), objective qualifying questions to include on the EIQ Form, and generally about the Town Hall meeting (as defined below).

Commencement of RFEIQ Process – Information Phase

5. The RFEIQ Process shall commence upon the date of the issuance of an Order (the “**RFEIQ Order**”) of the Court approving the RFEIQ Process (the “**Commencement Date**”).
6. Within 21 days of the Commencement Date, the Receiver will make the RFEIQ Order available to all members of the Co-op (the “**Members**”) by email, where available, and posting a notice in a conspicuous place at the Co-op’s premises directing Members to the Receiver’s case website for this Receivership proceeding (the “**Case Website**”), or through any other means the Receiver deems appropriate.
7. The Case Website will have the following documents available for download:
 - (a) The RFEIQ Order;
 - (b) This RFEIQ Process document;
 - (c) An information document that provides information regarding the Receivership, the Co-op’s status, and the purpose of the RFEIQ Process, including information about qualifications, duties and responsibilities for serving as a director of the Co-op (“**FAQ**”); and,
 - (d) Particulars for the Town Hall meeting as described herein.
8. Within 45 days of the Commencement Date, the Receiver shall hold an information meeting for the Members (the “**Town Hall**”). The purpose of the Town Hall will be to provide Members with an update as to the status of the Receivership in relation to governance and to explain the purpose and implementation of the RFEIQ Process. Information regarding the status of repairs and other operational issues will not be addressed by the Receiver at this Town Hall. The Receiver shall invite members of CHFC

and/or CHFT to answer questions regarding the Co-Operative housing principles and expectations in relation to governance of the Co-op.

9. The Receiver, in consultation with City of Toronto, CHFC, and/or CHFT, may use its discretion in determining logistics for the Town Hall, including but not limited to time and place, participation by video or telephone, and conduct of the Town Hall. The Receiver shall be authorized to control, at its sole and unfettered discretion, participation and attendance at the Town Hall for the purpose of encouraging open, civil and respectful discourse for the benefit of the Members, generally.

10. At the conclusion of the Town Hall, the Receiver shall provide all Members with information as to how to obtain and submit an EIQ Form for the purpose of declaring their interest in serving as a potential board member of the Co-Op. Submission of a completed EIQ Form is not a commitment to serve, nor is it determinative of whether an applicant is eligible to serve. The Receiver shall have EIQ Forms available and to members following the Town Hall, either to download from the Case Website, or through any other means the Receiver deems appropriate.

Implementation of RFEIQ Process - Solicitation Phase

11. Subject to paragraph 12 below, the deadline for interested Members to submit a completed EIQ Form shall be 30 days after the Town Hall (the “**EIQ Deadline Date**”). EIQ Forms must be submitted to the Receiver by email to info@tdbadvisory.ca no later than 5:00 p.m. on the EIQ Deadline Date. The Receiver may, but is not required to, accept EIQ Form submissions that are provided in a manner other than in accordance with this RFEIQ Process.

12. The Receiver shall review the EIQ Forms and identify any issues or concerns that the Receiver believes may be inadvertent or may require clarification. The Receiver may communicate with and assist any prospective candidates who were unable to meet the EIQ

Deadline Date or whose EIQ Forms were incomplete. If appropriate, the Receiver may extend the EIQ Deadline Date for an additional 15 days whereby the Member may resubmit or amend their EIQ Form.

13. Any EIQ Form that is not submitted to the Receiver in accordance with this RFEIQ Process need not be considered, provided that the Receiver, in its sole and unfettered discretion may, but is not required to, accept EIQ Form submissions that are provided in a manner other than in accordance with this RFEIQ Process. An EIQ Form that is submitted in accordance with this RFEIQ Process, or is otherwise accepted by the Receiver, shall be deemed to be an **“EIQ Submission”**.

14. The Receiver shall review all EIQ Forms solely for the purpose of confirming and evaluating the objective qualifications for candidacy as a potential director of the Co-op. In conducting its review, the Receiver shall consider:

- (a) the Co-op’s Articles of Incorporation and By-Laws;
- (b) the Co-Op Act, and regulations made thereunder;
- (c) the *Housing Services Act, 2011* (the “**HSA**”), and regulations made thereunder; and,
- (d) any guidelines, recommendations and input from CHFC and CHFT.

15. Within 75 days following the Town Hall, the Receiver shall:

- (a) deliver a report (the “**RFEIQ Process Report**”) about the conduct of the RFEIQ to date, about the EIQ Forms received, and if appropriate, provide recommendations, seek further directions, or approvals from the Court. The RFEIQ Process Report shall not name or identify any individuals that participated in the RFEIQ Process. The RFEIQ Process Report shall not offer

any subjective views or assessments with respect to any person that has submitted an EIQ Form; and,

- (b) arrange for a case conference with the Court for the purpose of delivering the RFEIQ Process Report and if necessary, for the scheduling of a motion for advice and directions with respect to the RFEIQ Process Report and any recommendations contained therein.

16. The Receiver may, in its reasonable discretion, extend or adjust any of the timelines or dates set out in this RFEIQ Process, or waive compliance with any provision in this RFEIQ Process, as may be required to best achieve the purpose of the RFEIQ Process.

SCHEDULE “B”

A housing co-op’s board of directors is legally responsible to manage or supervise the management of the business of the co-op. Whoever sits on the board of directors can determine the success of the co-op. It is therefore a very important role.

Co-op members elect the board directors to perform this important role.

To help provide a better sense of what serving on a Co-op Board of Directors involves, please find below:

- An explanation of the Role of the Board of Directors,
- The Ethical Conduct Agreement and the Confidentiality and Conflict of Interest Agreement that anyone serving on an elected Board of Directors would be expected to sign and abide by.
- The qualifications that one must meet to serve on a Co-op Board of Directors.

Role of the Board of Directors

(As set out in the model Organizational Bylaw for Ontario Co-ops, made available by CHFC)

9.1 Duties of Board of Directors

The board is responsible for the good governance of the co-op. The board supervises the management of the co-op. It can use all the powers of the co-op, unless the *Co-op Act* or the by-laws say that a members’ meeting is needed to decide on something. Some of the board’s duties are to:

- (a) **Members**
 - approve or refuse membership applications
 - call members’ meetings and present an agenda to the members
 - report to the members on the activities of the board and committees
 - pay attention to the community needs of the members
 - make sure that education about co-operatives is available to members
- (b) **Finances**
 - oversee the financial affairs of the co-op
 - present a budget to the members
 - make financial decisions for the co-op within the budget and by-laws
 - arrange for long-term financial planning based on expected future needs of the co-op
 - make sure the co-op has a current building condition assessment, a current reserve fund study and an asset management plan
 - report to the members on the co-op’s finances
- (c) **Maintenance**

- ensure that the co-op's property is well maintained and repairs are done when needed
- make sure that the system for responding to member work orders operates efficiently

(d) **Risk management**

- make sure the co-op has appropriate insurance for the co-op property and for co-op liability
- make sure that other kinds of insurance are maintained if prudent and cost- effective, such as directors' and officers' liability insurance and employee and contractor dishonesty insurance or bonding
- evaluate long-term maintenance contracts for co-op equipment
- make sure the co-op has a disaster relief plan
- arrange for all required fire plans
- make sure the co-op's electronic records and data are backed up and protected

(e) **Organization**

- make sure that co-op by-laws are reviewed regularly
- have a clear outline of the responsibilities of committees and staff
- direct and co-ordinate the activities of committees
- involve the co-op in the broader co-operative movement and in the local community

(f) **Staffing**

- deal with staffing as stated in Article 16 (Staffing)

9.2 Committees and Staff

The board can arrange for things to be done by committees or staff. The board has to supervise them. The board has final responsibility and can overrule committees or staff.

9.3 Powers of Individual Directors

The board of directors can act only by a decision of the board as a whole. Individual directors have no authority to act except as stated in a by-law or as authorized by a decision at a board meeting.

Director's Ethical Conduct Agreement

(As set out in the model Organizational Bylaw for Ontario Co-ops, made available by CHFC)

TO: Harry Sherman Crowe Housing Co-operative Inc.

I agree to be a director of the co-op and to do my best to forward the interests of the co-op and the members and the other stakeholders in the co-op.

1. I am at least 18 years old am not bankrupt or incapable of managing property under the Substitute Decisions Act.

BOARD PROCEDURES

2. **CROSS OUT ONE:**
 - (a) I will accept notices to directors by electronic mail.
 - (b) I will NOT accept notices to directors by electronic mail.

DUTIES OF A DIRECTOR

3. I will perform my duties as a director honestly, in good faith and in the best interest of the co-op rather than in my personal interest.
4. I will use the care, diligence and skill of a reasonably prudent person in performing my duties as a director.
5. I will sign and comply with the co-op's Confidentiality and Conflict of Interest Agreement and all legal and government requirements about confidentiality, privacy and conflict of interest.
6. I will always give the board any information requested by the board. I will return confidential papers to the co-op when requested. I will delete confidential materials from my computers and electronic devices when requested. When I am no longer on the board, I will return all co-op papers and property to the co-op and I will delete confidential materials from my computers and electronic devices.
7. I will attend all board and members' meetings unless excused by the board based on advance notice of absence.
8. I will prepare for board meetings and act constructively at all board meetings.
9. I will participate in all training programs as decided by the board.

ACTING AS A BOARD

10. I understand that the board acts as a whole. If I disagree with something the board is considering, I will say so at a board meeting. Once the board has made a decision, I will support that decision or remain silent.
11. I understand that directors can act only by a decision at a proper board meeting. Between meetings I have no authority unless the board has given me authority to do something, such as to sign a document.
12. I understand that even if the board has given me responsibility for something, the final authority and responsibility stays with the board.
13. I understand that, if I am an officer or a member of a committee, my duties must be performed as directed by the board and within any limits set by the board.

RESPECT FOR OTHERS

14. As a director I will remain open to other points of view and options. I will not act defensively when directors or members question or disagree with my point of view.
15. I will do my best to work together with the other directors for the good of the co-op. I will not let personal dislikes or grudges affect my conduct or decisions.
16. I will never make statements which in any way harm, put down or show a lack of respect for other directors, members or staff.
17. I will never make statements, take actions or harass anyone in any way that is prohibited under the Ontario Human Rights Code.
18. I will make any complaints I may have about the co-op or the co-op's staff only to other directors. I will bring any concerns I may have to the attention of the board.
19. I will support the co-op's staff as they carry out their duties and not say or do anything that might cause them to lose respect among the membership or other staff.

DUTIES OF A MEMBER

20. I will perform my duties as a co-op member. I will comply with the by-laws of the co-op.
21. I will not be in arrears while I am a director.

I have read and understood this Agreement and I agree that I will follow it. I understand that, if I break this Agreement, the board of directors can follow the procedure stated in the Organizational By-law to remove me as a director.

Date: _____

Signature: _____

Print name: _____

Confidentiality and Conflict of Interest Agreement

(As set out in the model Organizational Bylaw for Ontario Co-ops, made available by CHFC)

TO: Harry Sherman Crowe Housing Co-operative Inc.

I am signing this Agreement as a director, officer, committee member or staff member of the co-op.

CONFIDENTIALITY

1. I understand that this Agreement applies to
 - (a) Personal information about co-op members and applicants.
 - (b) Confidential information about co-op staff.
 - (c) Confidential information about the co-op or co-op business.
2. I understand that the above is considered confidential information even if I learn about it from a source unrelated to my position with the co-op and even if it is publicly available.
3. I will not tell anyone any confidential or personal information
 - that I know through my position with the co-op
 - that I learn at meetings related to my position with the co-op, or
 - that I know about in any other way.
4. I will not disclose, or permit disclosure of, any confidential or personal information in any other way.
5. I will safeguard confidential or personal information that I may have.
6. The only exception is when I am authorized by the board or the co-op by-laws to disclose the information. If I am not sure whether information should be kept confidential, I will ask the board for a decision about it.
7. I agree that the above obligations apply while I have my position with the co-op and after I no longer have that position or any connection with the co-op.
8. I will always give the board any information requested by the board. When I no longer have my position with the co-op, I will return all co-op papers and property to the co-op.

9. While I have a position with the co-op, I will not gossip about the co-op or its members or employees.

CONFLICT OF INTEREST

10. Whenever I am involved in a decision or action of the co-op, I will put the best interests of the co-op ahead of my personal interests and the interests of my relatives and friends.
11. A conflict of interest is where I take part in a decision that benefits me or a relative or friend in a way that is different from most co-op members.
12. I understand that some conflicts of interest are prohibited and some situations are manageable as stated in the Organizational By-law.
 - **Prohibited conflicts.** I will not become involved in any conflict of interest that is prohibited.
 - **Manageable situations.** If I am involved in a potential conflict that is manageable, I will follow the applicable rules as stated in the co-op's Organizational By-law.
13. I promise that I will declare any conflict of interest or situation that could become a conflict of interest as stated in the Organizational By-law. If there is any doubt, I will report the situation to the board, or any committee that I am on, and they will decide if it is a conflict of interest.
14. I promise that I will abide by the conflict of interest rules and definitions in the Organizational By-law. I promise to ask if I have any questions or there is anything I don't understand.
15. I also agree to abide by any legal and government requirements about conflict of interest that are not included in co-op by-laws.

GENERAL

16. I understand that this Agreement is a binding legal document and I have had the opportunity to obtain legal or other advice before signing it.

Date: _____ Signature: _____

Qualifications for who can be a director

(found in section 7.2 of the model Organizational Bylaw for Ontario Co-ops, made available by CHFC)

(a) Co-op Act requirements - Directors have to be

- members of the co-op,
- at least 18 years old and,
- may not be bankrupt or incapable of managing property under the *Substitute Decisions Act*.

(b) Good financial standing

- Members who are in arrears may not be elected or appointed as directors.

(c) Members of same household

- Two or more members who occupy the same unit may not be directors at the same time.

(d) Relatives

- Two or more members who are relatives cannot be directors at the same time.
- Someone is considered a relative of someone else if that person is related by blood, marriage or adoption or has ever lived in the same household at the co-op or somewhere else.

(e) Management or service company employee

- Management or service company employee may not be elected or appointed as directors.

(f) Former directors who resigned

- A member who resigns as a director may not be on the board until the second annual election after resigning. Until then, the member cannot be elected to the board or appointed to fill a board vacancy. The member cannot run at the first annual election after resigning.

(g) Ethical Conduct and Confidentiality and Conflict of Interest Agreements

- Every director has to sign a Directors' Ethical Conduct Agreement and a Confidentiality and Conflict of Interest Agreement.

Term of Office

(found in section 7.3(a) of the model Organizational Bylaw for Ontario Co-ops, made available by CHFC)

Directors serve for terms of two years.

APPENDIX R

[Legal name of co-op]

**A BY-LAW ABOUT THE GOVERNANCE
OF THE CO-OP**

By-law No. []

ORGANIZATIONAL BY-LAW

MODEL FOR ONTARIO CO-OPS

Use with the **Guide to the 2023 by-law updates for Ontario co-ops**.

Passed by the Board of Directors on _____, 20____

Confirmed by the members on _____, 20____

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ORGANIZATIONAL BY-LAW

The purpose of _____ (the co-op) is to provide housing to its members at cost and without the possibility of profit and to give its members control over how their housing is operated. This By-law is the framework for the governance of the co-op. It states the basic rules for how the co-op is organized.

Article 1: About This By-law

1.1 Older By-laws

(a) Repeals

The following by-laws, or parts of by-laws, are repealed when this By-law becomes effective:

- The Organizational By-law (By-law No. ____).
- The Conflict of Interest By-law (By-law No. ____).
- The Confidentiality By-law (By-law No. ____).
- The Borrowing By-law (By-law No. ____).
- The COVID-19 Emergency By-law (By-law No. ____).

(b) Not repealed

The following policies and procedures are not repealed when this By-law becomes effective. They will be adopted as by-laws of the co-op at that time.

- The _____ Policy will become the _____ By-law (By-law No. ____).
- The _____ Procedure will become the _____ By-law (By-law No. ____).

1.2 Priority of this By-law

(a) Conflict with other by-laws

This is the order of priority in case of conflict:

- The Occupancy By-law governs over this By-law and other co-op by-laws.
- This By-law governs over all other co-op by-laws.
- Other by-laws can only change or govern over the Occupancy By-law or this By-law if they specifically state that they are doing so.

(b) References to other by-laws

Sometimes this By-law refers to another co-op by-law. If the co-op does not have that by-law, the board of directors will decide on anything which could have been in it. This does not apply if the co-op has the by-law, but just uses a different name for it or if the co-op includes those things in a different by-law.

1.3 Laws that Apply to the Co-op

(a) Co-operative Corporations Act and Human Rights Code

The Ontario *Co-operative Corporations Act* (the *Co-op Act*) and the Ontario *Human Rights Code* are laws that affect things in this By-law. The co-op and the members have to follow them.

(b) Funding program laws

If the co-op received funding under an Ontario government program, it may have to follow governance and organizational rules under the *Housing Services Act*. The co-op's service manager may also have governance and organizational rules. The co-op may also have to follow rules under other funding programs.

(c) Changing by-laws

If any part of the co-op by-laws breaks any laws, the board of directors will pass by-law amendments to correct the situation and submit them to the membership for approval. This could happen if there are changes in the laws or new interpretations.

1.4 Special Meanings

(a) Co-op office

If the co-op does not have an office, the board should designate a place or person that members can use to give things to the co-op or get them from the co-op and make sure all members know about it. If the board does not do this, the person will be the president. When this By-law talks about the "co-op office", members can use that place or go to that person if the co-op doesn't have an office.

(b) Confidentiality and Conflict of Interest Agreement

The co-op's Confidentiality and Conflict of Interest Agreement is in Schedule B of this By-law. It must be signed by all directors, officers and committee members. Staff must also sign the Agreement or it can be part of an employment or management contract that says the same basic things.

(c) Directors' Ethical Conduct Agreement

The Directors' Ethical Conduct Agreement is in Schedule C of this By-law. It must be signed by all directors.

(d) Government requirements

“Government requirements” means the laws, regulations or agreements with government bodies that apply to the co-op.

(e) Manager

When this By-law talks about the “manager”, it means the senior staff person (even if a different job title is used). It can also mean other staff members who have been authorized to perform some of the manager’s duties stated in this By-law.

(f) Officers

“Officers” means only the officers stated in Article 13 (Officers). It does not include any staff.

(g) Relatives

In this By-law someone is considered a relative of someone else if that person is related by blood, marriage or adoption or has ever lived in the same household at the co-op or somewhere else. In addition,

- **Groups of relatives:** A relative of one person is also a relative of all relatives of that person.
- **Related businesses:** Related businesses are included in the word “relative” in this By-law. A business is related to anyone who owns any part of the business or works for the business or gets any benefit that depends on how well the business does. It does not include owning stock or securities listed on a public exchange.

(h) Staff

The word “staff” in co-op by-laws means people who are hired or contracted to perform staff duties at the co-op. It does not matter if they are co-op employees, people who work under a contract with the co-op, or property management or service companies and their staff.

1.5 Electronic Participation

(a) Special meaning

In this By-law “electronically” means transmitting information or data by telephone or in other electronic or technological ways, including phone calls, voicemail, fax, e-mail, automated touch phone system, cell phone, computer or computer networks.

(b) Electronic meetings

When meetings are held electronically or have electronic participation, people who attend electronically must be able to reasonably participate in the meeting. They are considered to be present at the meeting for all purposes including quorum.

(c) Electronic notices and documents

Rules about delivering notices and documents to members and to the co-op are stated in section 26.2 (Notices to Members) and section 26.3 (Notices to Co-op). When signed documents or notices are referred to in co-op by-laws, they may not be signed or delivered electronically unless a by-law allows electronic signature or delivery for that type of document or notice.

Article 2: Membership

2.1 Membership

To become members of the co-op, applicants have to be approved by the board of directors and become residents of the co-op. The procedures in the Membership Approval By-law or other co-op by-laws must be followed.

2.2 Qualifications for Membership

To become members of the co-op, applicants have to be at least sixteen years old. Applicants must also meet any other qualifications in the Membership Approval By-law or other co-op by-laws.

2.3 Applying for Membership

(a) Who applies

All members of an applicant's household have to become members or long-term guests if they intend to move into the co-op. The only exceptions are children of applicants. They are covered by the Occupancy By-law Article on Members' Household and Guests.

(b) Signing application

Everyone in a household who intends to become a member has to sign a membership application. Anyone else in the household (except children of the applicant) has to sign a long-term guest application. The applications have to be completed and signed using the co-op's standard forms or the co-op will not consider the applications. The board or staff may permit electronic signature or delivery in unusual cases.

(c) Other applicant requirements

Everyone in an applicant's household has to follow the process stated in the Membership Approval By-law or other co-op by-laws. This applies to everyone except children under sixteen.

2.4 Financial Responsibility

(a) *Human Rights Code* requirements about income information

To comply with the Ontario *Human Rights Code* the co-op can ask applicants for income information only if it also asks for credit references, rental history information and authorization for credit checks. The co-op can consider income information only if it also considers all the other information that was obtained.

(b) Applicants with credit problems

In case of problems, the board can approve an application if the applicant has a satisfactory guarantor or co-signer or makes other special financial arrangements. Schedule D is a form that can be used. Electronic signature or delivery of Schedule D is not acceptable.

(c) Membership Approval By-law

The Membership Approval By-law also applies to membership applications in addition to this section.

2.5 Moving in to the Co-op

(a) Move-in requirements

Prior to move-in, new members must

- sign the occupancy agreement
- pay the lifetime membership fee if the co-op has one
- pay the member deposit or follow the member deposit requirements in the Occupancy By-law and
- pay the first month's housing charge.

Applicants will still become members even if they do not do the above, as long as they have been approved by the board and become residents of the co-op.

(b) Approved long-term guests

Prior to move-in, a long-term guest agreement has to be signed by the co-op, the member and any approved long-term guests as stated in the Occupancy By-law. This does not apply to children of the applicants.

Article 3: Calling Members' Meetings

3.1 Annual General Members' Meeting

The board has to call an annual general members' meeting each year. The meeting has to take place not more than six months after the end of the co-op's fiscal year. It also has to be no more than fifteen months after the last annual meeting.

3.2 Other Members' Meetings

The board has to call at least one other general members' meeting each year and can call other members' meetings. A members' meeting can also be called by a motion passed at an earlier members' meeting or as stated in section 6.5 (Requisition to Call a General Members' Meeting).

3.3 Electronic Members' Meetings

When a members' meeting is called, the board will decide whether

- members have to attend in person,
- members have to attend electronically, or
- members can attend either in person or electronically.

3.4 Notice of Members' Meetings

(a) Length of notice

Notice of a members' meeting has to be given at least ten days before the date of the meeting. It can't be given more than forty-nine days before the meeting.

(b) Who gets notice

Notice of a members' meeting has to be given to everyone who is a member at the time the notice is sent out.

(c) Contents of notice

Notice of a members' meeting must state the date or time of the meeting. It has to include an agenda for the meeting or state the general nature of the business at the meeting.

(d) Financial statements

A copy of the financial statement and auditor's report has to be given to each member at least ten days before the annual meeting.

(e) Proposed by-law or budget

A proposed by-law or budget has to be mentioned in a notice of meeting or an agenda sent out with the notice. A copy of the proposed by-law or budget has to be given to each member at least five days before the meeting.

(f) Electronic meetings

The notice of a members' meeting has to state the place of the meeting. If electronic attendance is allowed or required, the notice of meeting will state the details on how members can connect, participate and vote.

Article 4: Holding Members' Meetings

4.1 Agenda of Members' Meetings

(a) Annual meetings

The agenda for each annual meeting has to include:

- presenting the financial statements
- presenting the auditor's report on the financial statements, and
- appointing the auditor for the next year.

The agenda usually includes election of directors and reports from the board.

(b) All meetings

The agenda for all meetings has to be approved at the meeting. The agenda can only include things referred to in the notice of the meeting or a proposed agenda sent out with the notice. Members cannot vote on anything else, although they can discuss other business without voting.

(c) Proposed agenda

The board has to present a proposed agenda for each members' meeting. The proposed agenda should be sent out with notice of the meeting. It can also be sent out later or presented at the beginning of the meeting, but it can only include things referred to in the notice of the meeting.

(d) Adding items

Any member can have something put on the proposed agenda by sending a written request to the board. The board has to put the item on the proposed agenda for the next members' meeting. If the next meeting is less than fifteen days after the request is received, the board will put it on the proposed agenda for the following meeting. Anything added to the proposed agenda has to be within the powers of the members as stated in section 6.1 of this By-law (*Co-op Act Requirements*).

4.2 Authority of Members' Meetings

A members' meeting can amend any by-law or budget presented to it. They can do this even if the version they pass is different from, or contrary to, what was originally sent out under section 3.4(e) (Proposed by-law or budget). Any decision at a members' meeting must be within the powers of the members as stated in section 6.1 of this By-law (*Co-op Act Requirements*).

4.3 Quorum at Members' Meetings

(a) Minimum number

Fifteen percent of the members is the minimum number that must be present for the co-op to hold a legal members' meeting. This is called a quorum. A quorum must be present at the beginning of the meeting and at the time of any vote. If there is not a quorum, anything done has no official status.

- If there is a secret ballot at a meeting, a quorum has to be present at the time the ballots are collected, but not when the result is announced.
- When counting quorum, the chair is included if the chair is a member of the co-op.

(b) If no quorum

A meeting should start at the time stated in the notice of the meeting or as soon after that as a quorum is present. A meeting has to be called off or postponed

- if there is not a quorum thirty minutes after the time stated in the notice, or
- if a quorum is not present when it is time for a vote.

(c) Continuing the meeting at a later time

If there is not a quorum at a time stated in the previous paragraph, the members who are present can vote to continue the meeting between five and fifteen days later. The agenda for the continued meeting will be the same as for the original meeting or the remaining part of the original meeting. There must be at least two days' notice of the continued meeting as stated in section 3.4 (Notice of Members' Meetings). If the members who are present do not vote to continue the meeting, the meeting is called off.

(d) Quorum at continued meeting

Sections 4.3(a) and (b) apply to the continued meeting, but the quorum for that meeting will be ten percent of the members.

(e) Appeal meeting or requisitioned meeting

If a meeting is to consider a member requisition or an appeal of a board decision that is permitted under another by-law, sections 4.3(a) and (b) apply, but the meeting cannot be continued at a later time to consider the requisition or appeal. Sections 4.3(c) and (d) do not apply. The board does not have to call another meeting in response to the requisition or appeal. If a meeting is continued to deal with other items, the requisitioned item or appeal will not be on the agenda for the continued meeting.

4.4 Attendance by Non-Members

(a) Non-members

The board can invite non-members to attend members' meetings. In addition, the chair can permit non-members to attend a members' meeting. Permission can be withdrawn by the chair (including permission given by the board). The members at the meeting can reverse decisions about permission.

(b) Evictions in process

Membership ends on the termination date in an eviction decision or at the end of the notice period under a performance agreement or conditional eviction. See the Occupancy By-law section 16.2(a) (Membership Rights on Eviction—When Membership Ends). After membership ends, former members are not evicted until after the procedure in court or at the Landlord and Tenant Board or if they vacate the unit. Despite the Occupancy By-law, former members can apply to the board for permission to attend members' meetings as guests. If the board gives permission, sections 4.4(a) and (c) apply.

(c) Speaking

Non-members can speak at members' meetings only if the chair gives them permission. The members at the meeting can reverse permission to speak.

(d) Manager

The board should usually arrange for the manager to be present at members' meetings to answer questions and explain things.

4.5 Minutes and Record of Attendance

The board will arrange for the secretary or someone else to keep minutes and a record of all persons who attend members' meetings. The minutes should comply with section 21.1 (Confidentiality of Minutes).

Article 5: Procedure

5.1 Chair

(a) Chosen by board

The chair for each members' meeting will be chosen by the board. The board can choose a director or member or an outside person.

(b) Outside chair

If the board chooses an outside person who is not a member, the members must approve that person at the meeting. If they do not approve the outside person, the chair will be another member chosen by the board.

(c) If board does not choose

If the board does not choose someone else, the chair will be the president.

5.2 Rules of Order

The Rules of Order are a part of this By-law. They are attached as Schedule A. The chair uses the Rules of Order to run members' meetings, and decides any question about procedure that is not in the Rules of Order. The members have the right to appeal the chair's ruling as stated in the Rules of Order.

5.3 Voting

(a) Right to vote

Every member of the co-op has the right to one vote at any members' meeting. Anyone can vote who is a member at the time of the vote.

(b) Must be present

Members cannot appoint someone else to vote for them. Members can vote only

- if they are present at the meeting in person;
- if they are present at the meeting electronically if electronic attendance was stated in the notice of the meeting); or
- if they vote in advance. See section 8.2(d) (Election Meeting — Advance Voting).

(c) Voting by show of hands

Voting is by show of hands unless there is a secret ballot. If there is electronic attendance, show of hands includes electronic voting and automated electronic voting.

(d) Secret ballot

Directors are elected by secret ballot. See section 8.2(c) (Election Meeting—Voting). There can also be a secret ballot where the board decides there should be a secret ballot and states this on the agenda for the meeting. In that case, the board will make sure there are procedures for secret voting for members who attend electronically. There can also be a secret ballot if both the following conditions are satisfied:

- if the members at the meeting decide by simple majority vote to have a secret ballot; and
- if electronic attendance was stated in the notice of the meeting, there are procedures for secret voting for members who attend electronically.

(e) Voting by chair

The chair can vote only if the chair is a member of the co-op and only in the following situations.

- **Secret ballot:** The chair can vote on a secret ballot. If it is a tie, the chair does not get a second vote.
- **Other votes:** The chair can vote only to break a tie.

5.4 Majority Required

(a) Simple majority

A simple majority vote is needed to make any decision at a members' meeting unless a by-law or the *Co-op Act* has other requirements. A simple majority is more than half the votes cast, without counting abstentions. A tie vote defeats the motion.

(b) Two-thirds majority

A two-thirds majority vote is needed to confirm by-laws and by-law amendments. This means at least two-thirds of the votes cast, without counting abstentions and without rounding. A two-thirds majority vote is also needed to confirm special resolutions. Special resolutions are required in certain situations stated in the *Co-op Act* and the co-op by-laws. Examples of when a two-thirds majority vote is needed are when amending the Articles of Incorporation and when approving Major Commitments under section 24.2(a) (Approval Process – How member approval is given).

(c) Calculating majorities

Rule 6 (Voting) in the Rules of Order states how a simple majority and a two-thirds majority are calculated. Examples are in the Comment in Rule 6.

Article 6: Member Control

6.1 *Co-op Act* Requirements

The *Co-op Act* states the basic requirements for member control and board of directors responsibility. These are:

(a) **Board responsibility**

The board supervises the management of the affairs and business of the co-op.

(b) **Member control**

The members do not manage the affairs of the co-op. They have final say only in the ways stated in the *Co-op Act*. In addition, the by-laws require member approval for certain actions. Examples where member approval is required are:

- electing directors
- removing directors
- approving the housing charges
- approving operating and capital budgets
- appointing the auditor
- approving commitments as stated in section 24.1(a) (Major Commitments – When member approval is needed)
- confirming by-laws and by-law changes

6.2 Requisitions

If any members feel that there is a problem that requires a membership decision, they can submit a requisition. This is sometimes called a petition. Requisitions are not business as usual, but are used as a last resort in unusual circumstances where members feel they are not being served by the board. The *Co-op Act* has detailed rules for requisitions. Members should consult the Act. The next part of this Article has explanations and additions. The last section of this Article has rules that apply to all requisitions.

6.3 Requisition to Put Something on the Agenda for a Members' Meeting

Members can submit a requisition to put something on the agenda for the next general members' meeting. This may not be necessary because a single member can do the same thing under section 4.1(d) (Agenda of Members' Meeting – Adding items) of this By-law. The requisition can also ask the board to circulate a statement about something already on the agenda. The requisition must include the exact wording of the statement. Details of this kind of requisition include:

- **Section 71:** See Section 71 of the *Co-op Act*.

- **Five percent:** The requisition must be signed by five percent of the members.
- **21 days:** A requisition to add an item must be received at least 21 days before the meeting.
- **14 days:** A requisition to circulate a statement about something must be received at least 14 days before the meeting.
- **Limits:** The agenda item must be within the authority of the members.

6.4 Requisition to Pass a By-law or Directors' Resolution

Members can submit a requisition for the board of directors to pass a by-law or resolution. The requisition must include the exact wording of the by-law or resolution. The board does not have to agree with the requisition. In that case the board calls a general members' meeting to consider the question. If the board does not do that, then anyone who signed the requisition can call the general members' meeting. Details of this kind of requisition include:

- **Section 70:** See Section 70 of the *Co-op Act*.
- **Ten percent:** The requisition must be signed by ten percent of the members.
- **21 days:** If the board agrees with the requisition, it has 21 days to pass the by-law or resolution and call a members' meeting to confirm it, if necessary.
- **General members' meeting:** If the board does not agree with the requisition, it can call a general members' meeting to decide. If the board does not call a general members' meeting within 21 days, then anyone who signed the requisition can call the meeting. The meeting has to be held within 60 days.
- **No repetition:** If the requisition failed, no new requisition is permitted for a similar by-law or resolution for two years.

6.5 Requisition to Call a General Members' Meeting

Members can submit a requisition for the board of directors to call a general members' meeting. The requisition must state the purpose of the meeting. This is normally used when the board has not been calling enough meetings or members want information about something from the board. It can also be used if members want to remove directors from the board. It does not authorize the members to pass a by-law unless the board has already passed it. Details of this kind of requisition include:

- **Section 79:** See Section 79 of the *Co-op Act*.
- **Five percent:** The requisition must be signed by five percent of the members.
- **30 days:** The board must call and hold the general members' meeting within 30 days.
- **60 days:** If the board does not call and hold a general members' meeting within 30 days, then anyone who signed the requisition can call the meeting. The meeting has to be held within 60 days.
- **Limits:** The business for the meeting must be within the authority of the members.

6.6 Requirements for All Requisitions

Requisitions have to follow the requirements of the *Co-op Act*. This can be very detailed and complicated. The following rules apply to requisitions at the co-op under the *Co-op Act* and the by-laws.

- **Exact wording:** Requisitions must include the exact wording of the proposed motion, resolution, by-law, etc.
- **Original signatures:** The requisition submitted must have the original of all signatures, not photocopies. It cannot be signed or delivered electronically. Section 26.3(c) (Notices to Co-op – Electronic mail) does not apply.
- **Confidentiality:** The board may distribute copies of the requisition, but will not disclose the names and addresses of the persons who signed.
- **Multiple pages:** The signatures can be on more than one page, but each page has to have the full wording of the proposed motion, resolution, by-law, etc.
- **Time limits:** All time limits start when the original requisition is given to the co-op as stated in section 26.3 (Notices to Co-op).
- **Calling meetings:** Meetings called under requisitions are called in the same way as other members' meetings and with the same notice periods and are governed by the same rules.
- **Planned meetings:** The board does not have to call a separate meeting under Sections 70 or 79 of the *Co-op Act*, but can put the requisition on the agenda for another members' meeting within the same time limits. The board must put an item on the agenda for the next members' meeting if it was requisitioned under Section 71 of the *Co-op Act*.

Article 7: Board of Directors

7.1 Number of Directors

The board of directors is made up of _____ directors.

7.2 Who Can be a Director

(a) *Co-op Act*

Directors have to be members of the co-op who are at least 18 years old and have the other qualifications stated in the *Co-op Act*. These qualifications are that a director may not be bankrupt or incapable of managing property under the *Substitute Decisions Act*. They apply at the time directors are elected and while they are directors. If an existing director no longer has the required qualifications, the position on the board is automatically vacant.

(b) **Good financial standing**

Members who are in arrears may not be elected or appointed as directors. The rules for existing directors who go into arrears are stated in the Occupancy By-law.

(c) **Members of same household**

Two or more members who occupy the same unit may not be directors at the same time.

(d) **Management or service company employee**

A member cannot be a director as stated in section 18.7(a) (Management or Service Company Employee – Can't be director or officer) and the Occupancy By-law section on “Co-op Employees”.

(e) **Former directors who resigned**

A member who resigns as a director may not be on the board until the second annual election after resigning. Until then, the member cannot be elected to the board or appointed to fill a board vacancy. The member cannot run at the first annual election after resigning.

(f) **Ethical Conduct and Confidentiality and Conflict of Interest Agreements**

Every director has to sign a Directors' Ethical Conduct Agreement and a Confidentiality and Conflict of Interest Agreement. The Agreements have to be signed before the election or appointment of a director or within ten days afterwards. A signed copy of each Agreement must be given to the manager. If a director fails to do this, the position on the board is automatically vacant.

(g) Issues about qualification

A. Before the board elections

Any question about whether the member meets the requirements to be a director should be resolved before board elections, if possible. If there is a disagreement, the member can run for the board. If elected, the member will not become a director until the board decides on the question.

B. After the board elections

If a question about a director's qualifications at the time of election comes up later, the director will continue on the board until the board makes a decision about it.

C. Effect of board decision

If the decision under A. or B. is that the member did not meet the requirements, the position on the board is automatically vacant. The decision is not subject to appeal.

(h) Board procedure for deciding about qualification

If a question about a director's qualifications at the time of election comes up after an election, the member must be given written notice of the board meeting to discuss whether the member met the requirements to be a director. The notice has to be given at least ten days before the meeting and must state the date, time and place of the meeting and the reason why the member may not have met the requirements. The member can appear and speak at the meeting. The member can have a representative at the meeting. The board decides and votes without the member present.

7.3 Term of Office

(a) Length of term

Directors serve for terms of two years. A term of two years means a term starting at the end of an annual members' election meeting and ending at the end of the second annual members' election meeting after that. This means that a term will not be exactly two years.

(b) First meeting of new board

The board must meet no more than seven days after an annual general members' election meeting or any meeting where more than forty percent of the director positions are elected. The time for the meeting can be postponed only if all directors sign a consent to postpone it. Until the board meeting, the co-op signing officers prior to the election will keep their responsibilities under this By-law.

(c) Staggered terms

Directors' terms will be staggered so that in one year about half the directors will be elected for two-year terms and in the next year the other directors will be elected for two-year terms. If there is a vacancy, the replacement will serve for the remainder of the former director's term.

(d) Election for partial terms

Sometimes a single election is for directors with full terms and partial terms. An example would be where a director resigned and the board did not appoint someone. At those elections the candidates with the largest number of votes will be elected to the full terms. If there is a tie for the last full-term position, the board will decide. The decision will be recorded in the board minutes.

7.4 Director Term Limits

(a) One year gap

A member who has been a director for two consecutive terms is not eligible to be a director until the next annual election after the second term ended. Until then, the member cannot be elected to the board or appointed to fill a board vacancy. A partial term counts as a term if it is longer than one year.

(b) Start of these rules

The existing terms of directors will not be reduced when this By-law comes into force. This section will apply to all elections after that time.

Article 8: Board Elections

8.1 Election Procedures

(a) Election committee

The board will appoint an election committee or election officer before any members' meeting where there will be an election. The committee or officers do not have to be members. If the board does not appoint an election committee or officer, then the board will perform the duties of the election committee.

(b) General duties of election committee

- giving information about the election to the members, including educating members on the duties and responsibilities of the board
- finding candidates
- discussing qualification issues with candidates
- setting a deadline for nominations
- making sure the election follows the rules stated in the *Co-op Act* and the by-laws
- arranging for ballots to be distributed to members
- acting as or arranging for returning elections officers to control the ballot boxes and ensure confidentiality of marked ballots,

(c) Nominations

Members can run for a director position by submitting a nomination form that includes the information in Schedule E to this By-law. The form must be signed by the nominee and two other members. The nominee must submit a signed Directors' Ethical Conduct Agreement and a Confidentiality and Conflict of Interest Agreement at the same time. These will take effect if the nominee is elected.

(d) Nomination deadline

The election committee will establish a deadline for nominations. This must be at least six days before the date of the election meeting. It can extend the deadline to a day at least three days before the date of the election meeting. It can do this before or after the original deadline and regardless of the number of nominations received before the original deadline.

(e) Checking qualifications

The election committee will review the qualifications of each candidate and, if there is any question, will discuss it with the candidate. If the candidate does not withdraw the nomination before the election meeting, the candidate may

run and section 7.2(g)(A) (Issues about Qualification— Before the board elections) will apply.

(f) Number of candidates

The election committee should try to have more candidates than the number of directors to be elected.

(g) Counting votes

The election committee supervises counting the votes and announces the results. The members' meeting should choose two or more members unrelated to the candidates to count the votes. If there is no election committee, or if the members do not choose people to count the votes, the chair will decide how the votes will be counted.

(h) No conflict of interest

If there is an election committee separate from the board, no member of the committee, or relative of a member, can run in the election. If the board is acting as the election committee, any director who wishes to run in the election, or who has a relative who wishes to run, has to declare a conflict of interest and cannot be involved in any board decisions or activities related to the election. The conflict-of-interest rules in the by-laws will apply. If a conflict of interest is not declared, the director and all relatives are not eligible to run for the board. Someone who is running for election or re-election cannot chair any part of a members' meeting where there are elections.

8.2 Election Meeting

(a) Annual members' election meeting

Members elect the directors at the annual meeting, but elections can be scheduled for another meeting. If there are vacancies, they are filled as stated in section 12.3 (Vacancies).

(b) Nominations

The election committee will present a list of candidates that have been nominated. Nominations from the floor at the election meeting are not permitted.

(c) Voting

Voting will be by secret ballot. The rules in the *Co-op Act* must be followed. These include:

- Members must cast a number of votes equal to the number of positions to be filled. Any ballot which has more or less votes will not be counted.
- Members cannot vote more than once for a candidate.
- Members cannot appoint someone else to vote for them.

(d) Advance voting

Members can vote in advance at the co-op office or another polling station set up by the election committee. The committee will notify all members of the days and hours when they can vote. Members may have to provide identification. They will be given a ballot to fill in in secret. The filled-in ballots will be put in a sealed box that will not be opened until the election meeting.

(e) Special circumstances

If members cannot vote at the office or polling station because of special circumstances, such as illness or absence during polling hours, they can contact the office or the election committee. The committee can arrange for two persons to meet a member at the office or their unit, give them a ballot and put the ballot into a sealed box.

(f) Quorum requirements

There must be a quorum at the election meeting until the final vote is cast. There does not have to be a quorum while the votes are being counted and when the results of the vote are announced.

(g) Most votes

The candidates with the most votes are elected to the board. The number of votes for each candidate or the order in which they finished should not be announced. If applicable, there will be an announcement of:

- the names of candidates tied for the last position
- the names of candidates elected for a full term and for a partial term.

(h) Tie vote

If there is a tie for the last position for a full or partial term, the chair will decide the winning candidate at the meeting by lottery (coin toss or random draw).

(i) Acclamation

If the number of nominees is equal to the number to be elected or less, the chair will declare that the candidates are elected by acclamation.

(j) Lower number elected

If the number of directors elected is lower than the positions available, the vacancies can be filled by the board under section 12.3 (Vacancies).

8.3 Recount

(a) Immediate recount

A member can move to have a recount immediately after the results are announced. If a quorum is still present and at least nine members support the

motion, there will be an immediate recount. One of the members who supported the motion can be present during the counting.

(b) Special recount meeting

If there has not been an immediate recount, five percent of the members can requisition a special members' meeting to recount the votes. See section 6.5 (Requisition to Call a General Members' Meeting). This requisition must be received during the seven days following the election meeting. There will be a recount at the meeting. One of the members who signed the requisition can be present during the counting. Until the recount, the results announced at the election meeting will stand.

(c) Used ballots

The election committee or the chair will destroy the ballots, counting records and any electronic records right after a recount. If there is no recount at the election meeting, those items will be kept in a safe place during the seven days following the election meeting. They will be destroyed on the eighth day unless a recount meeting has been requisitioned under this section.

Article 9: Role of the Board of Directors

9.1 Duties of Board of Directors

The board is responsible for the good governance of the co-op. The board supervises the management of the co-op. It can use all the powers of the co-op, unless the *Co-op Act* or the by-laws say that a members' meeting is needed to decide on something. Some of the board's duties are to:

(a) **Members**

- approve or refuse membership applications
- call members' meetings and decide about electronic attendance
- present an agenda to the members
- report to the members on the activities of the board and committees
- pay attention to the community needs of the members
- make sure that education about co-operatives is available to members

(b) **Finances**

- oversee the financial affairs of the co-op
- present a budget to the members
- make financial decisions for the co-op within the budget and by-laws
- arrange for long-term financial planning based on expected future needs of the co-op
- make sure the co-op has a current building condition assessment, a current reserve fund study and an asset management plan
- report to the members on the co-op's finances

(c) **Maintenance**

- ensure that the co-op's property is well maintained and repairs are done when needed
- make sure that the system for responding to member work orders operates efficiently

(d) **Risk management**

- make sure the co-op has appropriate insurance for the co-op property and for co-op liability
- make sure that other kinds of insurance are maintained if prudent and cost-effective, such as directors' and officers' liability insurance and employee and contractor dishonesty insurance or bonding
- evaluate long-term maintenance contracts for co-op equipment
- make sure the co-op has a disaster relief plan
- arrange for all required fire plans
- make sure the co-op's electronic records and data are backed up and protected

(e) Organization

- make sure that co-op by-laws are reviewed regularly
- have a clear outline of the responsibilities of committees and staff
- direct and co-ordinate the activities of committees
- involve the co-op in the broader co-operative movement and in the local community

(f) Staffing

- deal with staffing as stated in Article 16 (Staffing)

9.2 Committees and Staff

The board can arrange for things to be done by committees or staff. The board has to supervise them. The board has final responsibility and can overrule committees or staff.

9.3 Powers of Individual Directors

The board of directors can act only by a decision of the board as a whole. Individual directors have no authority to act except as stated in a by-law or as authorized by a decision at a board meeting.

Article 10: Standards for Directors

10.1 Standard of Care

Standards of care required for a director are stated in the *Co-op Act* and other laws. A director must

- act honestly, in good faith and in the best interests of the co-op rather than in the director's personal interest, and
- use the care, diligence and skill of a reasonably prudent person.

10.2 Performance of Directors' Duties

Each director must

- attend all board and members' meetings unless excused by the board based on advance notice of absence or later information if advance notice was not possible
- prepare for all meetings
- comply with the co-op by-laws and with board decisions, and
- comply with the Directors' Ethical Conduct Agreement and the Confidentiality and Conflict of Interest Agreement.

Article 11: Board Procedures

11.1 Board Meetings

(a) Regular meetings

Unless the board decides something else, the board will hold regular monthly meetings at a regular time and place set by the board.

- There is no need to give notice of regular meetings.
- The board can consider or adopt a motion even if no advance notice of the item was given.

(b) Special meetings

The board can hold special meetings. A special meeting can be called by a decision of the board, by the president or vice-president or by a quorum of directors. It can be held at any place the board approves. A director with a conflict of interest cannot call a special meeting about the item where there is a conflict or be part of the quorum that calls the special meeting.

- Each director must be given at least three days written notice. In case of emergency, less notice can be given and/or notice can be given in person or by phone or voicemail.
- The notice must state the general nature of the meeting's business. An agenda should be included with the notice if possible.
- The board can only adopt motions about things that were within the notice or on the agenda.

(c) E-mail notices

Any director can agree in writing to accept notices by e-mail. This can be done using section 2 of the Directors' Ethical Conduct Agreement. E-mail can be used to give those directors notices of board meetings, agendas of board meetings and reports and other documents related to board functions. Highly sensitive materials should not be sent by e-mail, but should be distributed at the meeting and all copies should be collected afterwards.

(d) Giving up the right to a notice

Directors can give up their right to notice of a specific meeting. This can be done in writing or by attending the meeting.

11.2 Quorum at Board Meetings

A quorum must be present in order to hold a board meeting and make decisions or transact any business. A quorum equals a majority of the number of directors stated in section 7.1 (Number of Directors). The number required for a quorum can only

be reduced by an amendment to this By-law and only if the new quorum complies with the *Co-op Act*. It is not reduced by vacancies, conflicts of interest or for any other reason. If the chair is a member of the co-op, the chair is included when counting quorum.

11.3 Phone Meetings

Any or all directors can participate in a board meeting by conference phone or other equipment where all the directors can communicate with each other simultaneously and instantaneously. A director participating in those ways is considered to be present at the meeting.

11.4 Resolutions in Writing

The directors can pass a motion by signature (except a motion to end a member's membership and occupancy rights). The motion must be in writing and signed by all directors. Signature can be in person, by e-mail or a scanned document or through an electronic signing service. Resolutions or motions passed in this way will be included with the minutes of the next board meeting. The same confidentiality requirements apply as if the matter came up at a board meeting.

11.5 Board Polls

(a) Effect of board poll

If no director objects, a board poll can be used to get an advance opinion from the directors. A board poll is not a legal decision. The results have to be reported to the next board meeting. The board poll becomes a legal decision if the board passes a motion to confirm it or all directors sign a resolution in writing to confirm it.

(b) Procedure for board poll

A board poll can be arranged by a decision of the board, by the president or vice-president or by the manager. The poll can be conducted by e-mail, telephone or in other way. All directors will be given the same information and the opportunity to state their position on the issue.

(c) Acting on board poll

Before the next regular board meeting, action can be taken as a result of a board poll only if

- the result of the board poll is confirmed by a special board meeting, which could be by telephone,
- the result of the board poll is confirmed by a resolution signed by all directors under section 11.4 (Resolutions in Writing), or
- the action is within the authority of the manager or another person who takes the action.

11.6 Chair

The chair for all board meetings will be the president, or the vice-president if the president is absent. The board can choose someone else. That person can be another director, a member or an outside person. The chair can only vote in order to break a tie and only if the chair is a director.

11.7 Voting

Each director has one vote at board meetings. A simple majority vote is needed to make any decision, unless a by-law, or the *Co-op Act*, states something else. An abstention is not counted as a vote. A tie vote defeats the motion unless the chair is a director and votes to break the tie.

11.8 Procedures

Procedures at board meetings will be the same as at members' meetings. The Rules of Order for members' meetings also apply to board meetings except when this By-law states something else.

11.9 Members, Staff and Guests at Board Meetings

Members, staff and guests can attend the non-confidential part of board meetings with the permission of the board. Permission can be withdrawn at any time. Persons who are not directors can speak with the board's permission, but they cannot make motions or vote.

11.10 Minutes of Board Meetings

The approved minutes, or brief summaries, should be made available to members as soon as possible after they are approved. A copy of the approved minutes must be available to members at the co-op office during regular office hours. This does not include confidential minutes as stated in section 21.1 (Confidentiality of Minutes).

Article 12: Early Ending of Directors' Terms

12.1 Resignation of a Director

(a) Submitting resignation

A director can resign by giving written notice to the co-op. The notice must be delivered to the president or to the co-op office. The resignation will not take effect until the time stated in this section.

(b) If there would still be quorum

The board will consider the resignation at the first meeting after it is received. If the board would still have a quorum after the resignation takes effect, the board must accept the resignation at that meeting. The resignation will take effect when it is accepted.

(c) If there would not be quorum

If the resignation would leave the board without a quorum, it will take effect thirty days after the board meeting or earlier if enough vacancies are filled so there will be a quorum.

(d) Withdrawing resignation

A director can withdraw a resignation before it takes effect, but only if the board passes a motion to consent to withdrawal.

12.2 Removal of a Director

(a) Members can remove

A members' meeting can remove any director before the end of the director's term. This can be for the reasons stated in the next paragraph of this section or for any other reason that the members wish. Notice that a motion made to remove a director must be given to all members at least ten days before the meeting. The motion must be passed by majority vote.

(b) Board can recommend removal

The board can recommend that the members remove a director if the board decides that the director has broken Article 10 (Standards for Directors) or has not carried out the other responsibilities of a director or member.

(c) Procedure for board recommendation

The director must be given written notice of the board meeting to discuss the recommendation. The notice has to be given at least ten days before the meeting and must state the time and place of the meeting and the grounds for the recommendation. The director can appear and speak at the meeting. The

director can have a representative at the meeting. The board decides and votes on the recommendation without the director present.

(d) Report to members

If the board votes to recommend removal and the director does not resign, the board must report the recommendation to the next members' meeting. The members make the final decision. If no motion is passed at the members' meeting, the board decision is confirmed and removal is effective on the day of the members' meeting.

(e) Until members' meeting

If the board votes to recommend removal, then until the members' meeting the director will not be entitled to attend board meetings as a director or count in the quorum or receive notices or documents that go to directors.

(f) Resignation after board decision

If the board votes to recommend removal, the director may decide to resign before the next members' meeting. If the director submits a written resignation, it will take effect only as stated in section 12.1 (Resignation of a Director).

(g) Removal for prohibited conflict of interest

The board can remove a director with a prohibited conflict of interest as stated in section 19.5(e) (Rules for Directors – If there is a prohibited situation). In that case, removal is effective immediately and does not require approval by the members.

12.3 Vacancies

(a) When members do not elect enough directors

When the members do not elect the full number of directors at an election meeting, the board can appoint a qualified person to fill the vacancy.

(b) If no board quorum

If there is a vacancy and the board no longer has a quorum, the remaining directors must appoint or serve as an election committee. Article 8 (Board Elections) will apply. The remaining directors must call a members' election meeting as soon as possible after the nomination deadline to elect directors to serve the rest of the terms of the former directors.

(c) If meeting not called

If the remaining directors do not call the members' meeting under the previous paragraph, then any member can call the meeting. The meeting must permit electronic attendance. At the meeting the members elect directors to serve the rest of the terms of the former directors. Candidates must be nominated from the floor and seconded. Section 5.3(d) (Voting – Secret Ballot) applies.

(d) When the members remove a director

When the members remove one or more directors, they can elect any qualified person for the rest of the term of the former director (see section 104 of the Co-op Act). They can do this only if the meeting permits electronic attendance. Candidates must be nominated from the floor and seconded. Section 5.3(d) (Voting – Secret Ballot) applies. If they do not elect a replacement, the board can appoint a qualified person to fill the vacancy. If the board no longer has a quorum, paragraphs (b) and (c) of this section will apply.

(e) When vacancies occur for any other reason

When there is a vacancy on the board and the previous paragraphs of this section don't apply, the board can appoint a qualified person for the rest of the term of the former director. The appointment takes effect immediately, but the election of the director must be put on the agenda for the next members' meeting. The appointment will be considered confirmed unless the members decide to have an election for the position at a later meeting. Article 8 (Board Elections) will apply.

Article 13: Officers

13.1 Election of Officers

(a) Electing officers

The board elects the following officers annually, or more often as needed:

- president
- vice-president
- secretary
- treasurer

(b) Electing officers

Officers will be elected at the first meeting after the board's election. The board can fill vacancies as necessary. The board can elect any other officers and give them any authority and duties.

(c) Qualifications

All officers must be members of the co-op. Only the president and vice-president have to be directors. An office becomes vacant when the officer is no longer a member. If the president or vice-president ceases to be a director, the office automatically becomes vacant. If other officers cease to be directors, the office does not automatically become vacant.

(d) Only one office

Directors and other members can only hold one office at a time.

13.2 Confidentiality and Conflict of Interest Agreement

All officers who are not directors must sign a Confidentiality and Conflict of Interest Agreement within ten days after they become officers. A signed copy must be given to the manager. People who fail to do this are automatically removed as officers.

13.3 Resignation of Officers

(a) Different from resignation as a director

This section deals with the resignation of an officer. Section 12.1 deals with the resignation of a director. An officer who is a director can resign as an officer without resigning as a director.

(b) How to resign

An officer can resign by giving written notice to the co-op. The notice must be delivered to the president or to the co-op office. The resignation will take effect at the time the resignation is received or at the time stated in the resignation, if that is later.

13.4 Removal of Officers

(a) Different from removal as a director

This section deals with removing an officer separate from removal as a director. Section 12.2 deals with removing a director. When a director is also an officer, removal as a director does not automatically include removal as an officer except in the case of the president or vice-president.

(b) How to remove an officer

The board can remove any officer at any time and for any reason. At least three days' written notice of a motion to remove an officer must be given to all directors and to the officer, if not a director. The officer can appear and speak at the meeting. The board decides and votes without the officer present. If the officer is removed, the board can immediately fill the vacancy.

Article 14: Officers' Duties

14.1 The President

The president

- gives leadership to the co-op
- represents the co-op to the outside world unless the board has appointed someone else for a specific event or purpose
- chairs meetings of the board unless the board chooses someone else
- follows the decisions approved at board and members' meetings
- acts as the co-op's representative in ongoing dealings with staff unless this duty is given to another officer
- co-ordinates the work of the board, committees, members and staff, and
- reports about board activities at every members' meeting.

14.2 The Vice-President

The vice-president performs the president's duties in the absence of the president and generally works with the president in carrying out the president's duties. The president and vice-president review their roles regularly to make sure that they are carrying out all their responsibilities.

14.3 The Secretary

(a) Role of staff

Staff is responsible for performing regular secretarial duties for the co-op. The manager must see that all the staff duties are done and that legal requirements are met. The secretary will be familiar with staff secretarial duties and report to the board if staff is not adequately performing them. The secretary will perform any secretarial duties that are not part of staff responsibilities.

(b) Duties

The secretarial duties are:

- giving all required notices of board and members' meetings
- providing all necessary documents for board and members' meetings
- ensuring that co-op minutes and minute books are properly kept up and meet appropriate standards, including
 - minutes of board and members' meetings include all motions and the results of the motions

- all reports, resolutions, by-laws and other things submitted at a meeting are attached to or included with the minutes
- minutes of board and members' meetings are duly signed by two signing officers and inserted in the minute book
- the minute book is kept up to date, and
- minutes of all board and members' meetings are distributed before the next meeting
- making all necessary corporate filings with the government, and
- arranging for a copy of all new by-laws to be given to the members as soon as possible after they are confirmed.

14.4 The Treasurer

(a) Role of staff

Staff is responsible for the day-to-day financial management of the co-op. The treasurer must understand and review the co-op's finances and report on them to the board and the members and any financial committees. The treasurer will report to the board if staff is not adequately performing its duties in relation to finances. The treasurer will report to the board with respect to any financial problems and issues.

(b) Treasurer's duties

The treasurer will

- act as the co-op's representative in dealing with the auditor beyond what is normally done by staff
- work with staff and the auditor in implementing and monitoring internal financial controls
- when available, sign cheques on behalf of the co-op along with one other signing officer
- each month, review the reconciliation of the co-op's bank accounts performed by staff, sign the reconciliation statement to show the review has been performed and report to the board on any problems
- work with staff in preparing an annual budget and any capital budget and present the budget to the board, and
- receive a copy of any management report from the auditor as soon as possible, report to the board on it and work with staff and the board in implementing its recommendations.

Article 15: Membership in Federations

15.1 Membership in Federations

The co-op should be a member of the Co-operative Housing Federation of Canada, any local co-op housing federation and other co-operative federations and bodies which support and promote co-operative housing.

15.2 Board Appoints

The board will appoint delegates to the Co-operative Housing Federation of Canada, the local co-op housing federation and other bodies as necessary, and define their duties and authority. They must be members of the co-op, but do not have to be directors or officers. Article 13 (Officers) will apply to them in the same way as to officers. The same member can be delegated to more than one body.

15.3 Federation Delegates

Each federation delegate

- represents the co-op at meetings of the federation
- informs the board and the members of what the federation is doing
- informs the federation of the views and concerns of the co-op, and
- votes at federation meetings. The delegate should get direction from the board on important issues.

15.4 Expenses

The co-op will pay the reasonable expenses of delegates and other members appointed to attend federation activities.

Article 16: Staffing

16.1 Staffing the Co-op

The board is responsible for co-op staffing. This includes:

- recommending amounts for staffing in the budget presented to the members
- arranging contracts with property management or service companies or others or hiring employees
- negotiating management fees, salary and employment terms, as applicable
- making sure there is an adequate contract for all staffing services including a description of duties, responsibilities and authority
- following the Occupancy By-law section on “Co-op Employees”, and
- making sure that education about co-operatives is available to staff.

16.2 Dealing with Staff

(a) Board responsibility

The board is the final authority for the co-op in relation to staff. This includes:

- dealing with property management or service companies
- supervising the manager
- reviewing performance of property management companies and employed staff at least annually
- considering increases in fees or salaries when desirable
- dealing with complaints and problems relating to property management companies and employed staff, and
- terminating staffing contracts when needed.

(b) Manager

The board can give authority to the co-op manager to deal with some of its responsibilities in relation to other staff.

16.3 Confidentiality and Conflict of Interest Agreement

The board must make sure that all contracts for staffing include an agreement that the staff will follow the confidentiality and conflict of interest requirements of this By-law. This could be in employment contracts or contracts with property management or service companies or other contracts. The board must arrange for all staff to sign a Confidentiality and Conflict of Interest Agreement when they become staff. A signed copy must be kept with staff contracts. The Agreement must be the one in Schedule B, or it can be part of an employment, management or other contract as long as it says the same basic things.

16.4 Staff Information

(a) Confidential staff information

The co-op will respect the right of staff to privacy in their relations with the co-op and in personal information. Confidential staff information includes staff salaries, fees for staff, employment contracts, management contracts, records of reviews and complaints, personal information and personal health information.

(b) Access to confidential staff information

The board can have access to confidential staff information as necessary to make any decisions about staff. Individual directors can have access only as authorized by the board. They must keep the information confidential. The general membership cannot have access.

(c) Review by new directors

Directors must have all significant information about the co-op's contracts and obligations in order to do their job. Within thirty days after they are elected or appointed, each new director should review all the co-op's employment contracts, management contracts, staff salaries, benefit payments, fees and related materials.

(d) Detailed review by new officers

The officers that are mainly responsible for staff need to have more detailed knowledge of staff information. Within thirty days after they are elected, the president, the treasurer and any other officer designated by the board, will review the complete co-op file on all staff. If there are any active complaints or other issues outstanding when they are elected, the retiring officers will give them all relevant information.

(e) Backup copies

The board must ensure that complete copies of all staffing contracts and important documents relating to staffing are sent to the co-op's lawyer or auditor. The manager will prepare a list of all passwords, e-mail addresses and similar electronic data and ensure that a copy is given to the co-op's lawyer or auditor.

Article 17: Committees

17.1 Creating Committees

A committee can be created by the board or by a members' meeting. The board decides on the membership and duties of all committees. The board decides when the work of the committee is finished or when a committee is ended.

17.2 Committee Membership

The board can appoint members to a committee. Committees can also appoint members unless the board states that they can't. The board can remove members from a committee whether the committee was created by the board or by a members' meeting.

17.3 Confidentiality and Conflict of Interest Agreement

All committee members must sign a Confidentiality and Conflict of Interest Agreement within ten days after they become members. A signed copy must be given to the manager. People who fail to do this are automatically removed from the committee.

17.4 Role of Committees

Committees should report to the board at least quarterly. Minutes of committee meetings should be copied to the office for review by the board and for historical reference. Committees must have authority from a motion passed by the board to:

- spend any money
- authorize any expense
- enter into any contract
- commit the co-op to anything.

Article 18: No Payment of Directors and Officers

18.1 No Payment for Being a Director or Officer

Directors and officers must serve without payment of any kind for being a director or officer.

18.2 No Other Payment to Directors or Officers

Except as stated in this Article, directors and officers and their relatives cannot receive any pay, remuneration or compensation from the co-op.

18.3 Authorized Expenses

Directors and officers may be reimbursed for reasonable travel or other expenses while doing business for the co-op. The board of directors must authorize these expenses. These expenses must meet guidelines and limits set by the board. The co-op cannot compensate directors or officers for income that was lost because they were spending time at co-op meetings or doing things for the co-op.

18.4 Contracts with Co-op

Except as specifically permitted in this By-law, directors and officers and their relatives cannot enter into any contracts with the co-op other than contracts that are generally available to other members, such as occupancy or performance agreements.

18.5 On-call

Directors and officers and their relatives can be on-call committee members if the total on-call payment for the director or officer and all relatives is no more than \$100 per month.

18.6 One Year Gap

One year must pass after someone is a director or officer before that person or any of their relatives can be paid by the co-op or receive an honorarium from the co-op. This includes being a temporary or permanent employee or contractor or paid member of an on-call or other committee.

18.7 Management or Service Company Employee

(a) Can't be director or officer

A member cannot be a director or officer if the member or a relative is employed by a company that provides services to the co-op. This also applies if the member or a relative is related to the business as defined in section 1.4(g) (Special Meanings – Relatives).

(b) Making contract

The co-op may make a contract with a property management or service company or business even though one of its employees or a relative was a director or officer of the co-op within the prior year if all of the following are true:

- The company was selected after a fair competitive process.
- The director or officer did not take any part in the selection or contracting process, either on behalf of the co-op or the company [see section 19.5 (Rules for Directors)].
- The director or officer resigns from the board or the office before the contract starts.
- The company does not employ the director or officer or their relatives at the co-op for one year after the contract starts – even if it would be permitted under the Occupancy By-law section on “Co-op Employees”.

Article 19: Conflict of Interest

19.1 Purpose of this Article

The rules in this Article are to help avoid conflicts of interest and to have fair ways to deal with them. They apply in addition to the requirements of the *Co-op Act* and other legal and government requirements. The first part of this Article explains conflict of interest. The definition of relatives is also important [section 1.4(g) (Special Meanings – Relatives)]. The second part of this Article states rules for different situations.

19.2 Understanding Conflict of Interest

People who make decisions on behalf of the co-op should make the decisions in the best interests of the co-op – not in their personal interests. This includes directors, officers, committee members and staff. Decisions at a members' meeting are governed by section 19.9 (Members' Conflict of Interest).

19.3 What is Conflict of Interest?

Two things create a conflict of interest:

- someone takes part in a decision on behalf of the co-op, and
- the decision affects that person or a relative or friend in a way that is different from most co-op members.

(a) Taking part in a decision

People who take part in a decision on behalf of the co-op include:

- directors voting on a motion
- committee members making a decision or recommendation
- staff making a decision or giving advice to the board about a decision

(b) Benefits of a decision

Benefits of a decision include:

- direct or indirect benefits
- actual or potential benefits
- benefits to relatives and friends
- non-financial benefits

19.4 Conflict Situations

Two kinds of situations can become conflicts of interest:

- manageable situations
- prohibited situations

(a) Manageable situations

Manageable situations are part of the ordinary operation of the co-op. They could become conflicts of interest if the person getting the benefit takes part in the decision. Examples:

- A director puts in a work order for major renovations to their unit.
- A friend of a director is given a Notice to Appear.
- An employee requests a pay raise.

(b) Prohibited situations

Prohibited situations are things that do not happen in the ordinary operation of co-ops. They are often illegal. Examples include:

- A director gets a reduced price on carpeting from the same company that is contracting for carpeting for the co-op.
- A property management company or an employee receives an incentive or commission in connection with a contract signed by the co-op.
- A director is a partner or shareholder in a company that is bidding on the co-op's snow shovelling contract.

19.5 Rules for Directors

(a) Declaring

If a director has a conflict of interest or is involved in a situation that could become a conflict of interest, the director must declare it in writing before the next board meeting. If the director learns about it at a board meeting, the director must declare it at the meeting.

(b) If in doubt, declare

If a director is not sure whether something would be a conflict of interest, the director must report it to the board in the same way as stated in the previous paragraph. If other directors or members think a director could have a conflict of interest or is involved in a situation that could become a conflict of interest, they should also report it to the board.

(c) Deciding

The board has to decide if there is a conflict of interest and what to do about it. It should be considered at the first meeting after it is declared or reported or the next one after that. The persons who might have a conflict cannot participate in the process of deciding. They cannot be present while the decision is being made. The conflict declaration and the board decision must be recorded in the minutes of the meeting. This could be in the confidential minutes if appropriate.

(d) If there is a manageable situation

If there is a manageable situation, the person with the potential conflict

- cannot vote or participate in any decision-making relating to the item

- cannot be present at a meeting while the item is under discussion
- cannot see any of the documents or materials relating to the item, either before or after the decision is made

(e) If there is a prohibited situation

If there is a prohibited situation, the circumstances have to be changed so the prohibited situation no longer exists. It may not be enough for the director to leave the board since the director may have learned something that would give an advantage to someone, such as a bidder on a contract. Steps to be taken could include one or more of the following:

A. Resignation

The person involved can resign as a director.

B. Removal

The board can remove the person involved from the board. Despite section 12.2 (Removal of a Director), removal under this section is effective as soon as the board passes the motion. There is no appeal to the members. If there is enough time, the director should be given written notice of the board meeting to discuss removal including the time and place of the meeting and the grounds for removal. The director can appear and speak at the meeting. The board decides and votes on the removal without the director present.

C. Deal with someone else

If the situation involved bidding on a contract with the co-op or selling something to the co-op, the co-op can reject the bidder or seller that is involved.

D. Change the situation

The situation that created the prohibited conflict can be changed in other ways so there will not be a prohibited conflict.

(f) Government requirements

Individual directors and the board as a whole must also follow government and funder reporting and procedural requirements about conflict of interest.

19.6 Rules for Officers

Officers have to follow the same rules as directors, including any officers who are not directors.

19.7 Rules for Committee Members

(a) Declaring

Committee members must declare conflicts of interest and situations that could become a conflict of interest to the committee in the same way as directors declare them to the board. In addition, a copy of all conflict declarations should be given to the board, including those made during a committee meeting.

(b) Deciding

A committee has to decide about conflict of interest in the same way as the board. In addition, the chair of the committee has to give the board a written report on the situation no later than three days after the committee meeting.

(c) Dealing with committee conflicts

A committee has to deal with conflict of interest in the same way as the board. In addition, the board can make a decision about a committee conflict. The committee has to follow the board decision.

19.8 Rules for Staff

(a) Declaration by property management company

If the co-op has a contract with a property management company, that company has to declare conflicts of interest and any situation that could become a conflict of interest by giving a written report to the president as soon as possible. This has to be presented to the board at the next meeting. This could be a conflict of interest or situation involving the property manager's staff at the co-op or involving the company or its owners or personnel who do not work at the co-op. The written report should state proposed steps to deal with the situation.

(b) Service companies or others who are not employees

Service companies and others who are not employees have to follow the same requirements as property management companies under (a).

(c) Declaration by manager

If the manager is an employee of the co-op and has a conflict of interest, or is involved in a situation that could become a conflict of interest, the manager has to give a written report and explanation to the president as soon as possible. This has to be presented to the board at the next meeting.

(d) Declaration by other staff

Other co-op employees who have a conflict of interest, or are involved in situations that could become conflicts of interest, have to report it to the manager immediately. The manager will give any immediate directions that are needed and give a written report and explanation to the president as soon as possible. This has to be presented to the board at the next meeting.

(e) Board action

The board will decide if there is a conflict of interest and what steps to take.

19.9 Members' Conflict of Interest

At members' meetings, all members can discuss and vote as they wish, even if they have a conflict of interest. Members are encouraged to declare the conflict of interest before taking part in the discussion. Members should try to act in the best interests of the co-op as a whole.

19.10 Proof

(a) When required

The board can ask someone for evidence to prove that there is no conflict of interest or that the conflict of interest rules have been followed. It does this when deciding if there is a conflict of interest or investigating compliance with conflict of interest requirements.

(b) Response

Members and staff must give complete proof and details in response to a request under this section. This may require showing documents and getting sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. Also, failure to provide proof can be evidence of non-compliance with conflict of interest requirements.

Article 20: Confidential Information

20.1 Co-op Confidentiality Policy

The co-op has information about co-op members and the members themselves deal with and control that information while carrying out duties for the co-op.

The co-op's policy is to protect that information and only use or disclose it as necessary or appropriate. The rules in this part of the By-law are to outline co-op systems to do this. They apply in addition to all legal and government requirements.

20.2 Kinds of Information

(a) Confidential information

Confidential information is

- personal information
- confidential co-op information, and
- confidential staff information

(b) Personal information

Personal information is information about an individual. The information can be recorded on paper, electronically or in other ways. It also includes information that has not been recorded in writing. Personal information may be known to other people and not confidential. That does not affect the co-op's duty to treat it under the personal information rules in this By-law.

(c) Confidential co-op information

Confidential co-op information is information about the co-op or co-op business which should be kept confidential to protect the co-op.

(d) Confidential staff information

Confidential staff information is confidential information about co-op staff. It includes property management fees, staff salary and benefits except as presented in a general way in the co-op budget. It also includes property management and individual staff contracts.

20.3 Basic Rules

The following basic rules govern how the co-op deals with personal information. They are subject to all government and legal requirements and the other parts of this By-law.

(a) Personal information

- The Co-op will only collect personal information that is needed for the co-op's operations.

- Personal information will only be kept as long as it is legally needed or still relevant.
- Members and staff have a right to see personal information about them that the co-op has and to correct any errors.

(b) **All confidential information**

- Confidential information will only be shown to people on a need-to-know basis or as permitted or required by government and legal requirements or co-op by-laws.
- Confidential information will be used and stored in a way that protects confidentiality.

20.4 Limiting Collection

The co-op will only collect personal information that is necessary to perform the co-op's functions under the co-op by-laws and government requirements. This can include:

- credit, reference and other information for new applicants, members applying for an internal move and applicants for long-term guest status
- reference and other information about applicants for work at the co-op
- household income and household composition information for households who apply for or receive subsidy and any other information needed under government requirements
- household composition information for all members in order to know who is living in a unit and to enforce the co-op by-laws
- information about the condition of a member's unit
- information about payment of housing charges
- information about possible breaches of co-op by-laws
- information about performance by co-op staff

20.5 Limiting Disclosure

(a) **Board of directors decides on confidentiality**

If there is any doubt, the board of directors will decide whether any information is confidential and whether confidential information should be disclosed. The Occupancy By-law states when information can be disclosed in certain situations. Other co-op by-laws can also deal with confidential information.

(b) **Obligations apply to everyone and do not end**

All co-op members and staff must follow the requirements of this By-law and the Occupancy By-law about disclosing confidential information. It does not matter how anyone got the confidential information. It could be by serving on the board or a committee, by a statement at a members' meeting or even by accident. The requirements of this By-law continue to apply even after

someone no longer has the position under which they got the information or even after they are no longer members or co-op staff.

(c) Breaking obligations

Unauthorized disclosure of confidential information is serious and could be grounds for eviction under the Occupancy By-law, removal from the board of directors, termination of employment without notice or other legal actions. In deciding what to do about any unauthorized disclosure, the board will consider factors like the sensitivity of the confidential information, how often it was disclosed and who received it.

20.6 Access to Personal Files and Accounts

(a) Right to see file

Members have the right to see their own personal files and financial accounts during co-op office hours. Members may have to make an appointment.

(b) Notes and copies

Members who look at their files can take notes. They can make photocopies of materials in the file. They must pay any photocopying charge normally charged by the co-op for personal photocopies. Staff may decide to make the photocopies for them.

(c) Exclusions

Letters to and from the co-op's lawyers about a member, complaints or investigations relating to a member, confidential board minutes related to a member and similar things are not part of a member's personal file. These may be kept in a separate legal file. The same applies to electronic information. If there is any issue about whether a member can see these items, the co-op will get legal advice.

(d) Written statements by members

Members can put written statements in their files.

(e) Errors

If a member believes that there is a factual or other error in their personal file or accounts, staff should try to correct the problem. If the member is still not satisfied, the member can make a complaint under Article 23 (Confidential Information Complaints).

(f) Staff access to member files

Co-op staff can see members' personal files only as necessary to perform their duties for the co-op. Directors and committee members can see members' personal files only as authorized by a board decision or as presented at a board meeting by staff (such as considering prior history of arrears or complaints when necessary).

20.7 Staff Access to Personnel Files

Co-op staff will have the right to see their personnel files as stated in their contracts with the co-op. Access that is not dealt with in a staff contract will be decided by the board. The board will be guided by the principles applicable to members' access in this Article.

Article 21: Confidentiality Situations

21.1 Confidentiality of Minutes

(a) Record of attendance

The record of attendance at members' meetings should not be part of the minutes. It should be kept separately in a separate confidential minute book. The record of attendance at board and committee meetings should be part of the minutes.

(b) Motions

Minutes should record all motions passed or rejected. They can also include names of movers and seconders and information on the discussions. They do not have to. This applies to members' meetings and board and committee meetings. At the request of any director, minutes of board meetings should state whether that director voted for or against something.

(c) Confidential board minutes

When the board discusses things involving confidential information or members' personal information, the minutes of these discussions must be kept in a separate confidential minute book. This includes any reports or documents and any motions or decisions. Only directors and staff can see the confidential minutes unless the board decides to let someone else see them. Directors cannot see confidential minutes for meetings that occurred before the director's current terms unless authorized by the board. Directors cannot see confidential minutes where they would have a conflict of interest.

(d) Right of membership to information

The board must decide which items go in the confidential minutes. They should remember that the members have the right to be kept fully informed about the co-op's business. The board must have a good reason for keeping something confidential.

(e) Committee business

Committees have to follow the same rules as the board. If there is any doubt, the committee should report to the board and the board will decide.

21.2 No Recording of Meetings

(a) Recording co-op meetings

People present at a co-op meeting can take notes but are not allowed to record the meeting, whether by tape or any other device. This includes members' meetings, board meetings and committee meetings. It includes the participants

in the meeting, such as directors or committee members, and also members and guests. It applies whether the people are present in person or by conference phone, electronic or other equipment.

(b) Board authorization

The board can authorize taping or recording of meetings to help in minute-taking or for other reasons. Only the board can give the authorization, whether it is for a board, members' or committee meeting. The motion to authorize taping or recording must be recorded in the minutes of a board meeting.

21.3 Electronic Entry and Security Systems

(a) Electronic records

The co-op may have security cameras, key fobs or other systems that automatically create records. These are called electronic records in this section. They are considered confidential information under this By-law.

(b) Approval at a members' meeting

The installation of any new electronic records system, or any major change in an existing system, requires approval at a members' meeting. The board can approve other changes, such as relocation of a security camera.

(c) Location of security camera screens

Live monitors, computer or television screens that show images from security cameras will be placed so that only authorized staff can see them. A motion at a members' meeting can decide something else. This does not apply if the co-op has arranged for direct viewing on a cable or similar channel.

(d) Checking electronic records

Electronic records will be checked as necessary by authorized staff. No one else can see them except as stated in this section.

(e) Discarding electronic records

The board will decide on a normal time frame for discarding or recycling each kind of electronic record unless one of the following applies:

- The manager is aware of an incident or situation where the records may shed light on the problem in the future.
- Someone has submitted an incident report or complaint where the manager believes the records could be relevant.
- The manager feels the records could be relevant in a legal proceeding.
- The manager has received an indication that the records should be kept as evidence.

21.4 Incidents

(a) Use of records

When the manager is reporting to the board on any incident, complaint or situation, the manager should report to the board on what is shown by relevant paper, electronic and other records. The manager may show the record itself. Records will be made available to the police under a warrant and may be made available without a warrant when the manager thinks it is appropriate.

(b) Disputes between members

Paper, electronic and other records may be requested by someone who is having a dispute with someone else. If the records show information about someone who is not involved in the dispute, they will not be shown without that person's written consent unless the relevant information can be deleted.

The following additional points will apply:

- The records will be kept if the manager is given notice that they may be needed.
- If both sides consent in writing, records may be reviewed by those involved or their lawyers or representatives.
- A member can submit a written request to the board to see the records. If the board decides to permit this, the records will be available to people on both sides of the dispute.
- Despite the above, the records will be shown or delivered in obedience to any subpoena or court order.

(c) Legal action

Paper, electronic and other records may be shown or sent to the co-op's lawyers or anyone investigating or dealing with an incident or complaint on behalf of the co-op. Paper, electronic and other records may be used in connection with any eviction or procedure in Court or at the Landlord and Tenant Board.

Article 22: Ensuring Privacy

22.1 Privacy Officer

The president will be the co-op's privacy officer unless the board chooses someone else. The name, business address and business telephone number of the privacy officer will be made available on request.

22.2 Duties of the Privacy Officer

The privacy officer will work with the manager to review the co-op's confidential information procedures and consult with the manager on specific situations, concerns and issues raised by the manager, including the ones in Article 21 (Confidentiality Situations). The privacy officer will be accountable for the co-op's compliance with confidentiality requirements. The privacy officer can report to the board on any specific situation and on any recommendations for improvements in the co-op's confidential information practices and procedures.

22.3 Limits on Privacy Officer

The privacy officer will not have authority to give directions or orders to staff, board or committees or to incur any expense. The privacy officer can point out the problem and the person responsible should correct it. If they do not do so, or if there is any disagreement, the privacy officer can report the situation to the board. The board's decision will be final.

Article 23: Confidential Information Complaints

23.1 Making Complaints

Any member, staff member or other person can make a complaint to the privacy officer about confidential information. Complaints should be in writing signed by the person making the complaint. No special form is needed. The privacy officer should assist in putting the complaint in writing, if necessary.

23.2 Informal Action

Depending on the nature of the complaint, the privacy officer may try to resolve the situation informally, such as by consulting with the member and staff and assisting them to come to agreement on the issue.

23.3 Referral to Board

If a complaint is not resolved informally, the privacy officer will refer the complaint to the board of directors. The privacy officer will always refer a complaint to the board if the privacy officer feels an investigation could hurt anyone's rights, if staff is involved, or if legal advice is needed.

23.4 Investigating Complaints

The board will decide whether an investigation of the complaint is needed. An investigation could be done by the privacy officer or someone else. The board will determine the procedure. The board can decide to get legal advice.

23.5 Board Report

After completing the investigation, the investigator will give a written report to the board. The report should summarize the position of the parties to the complaint, the investigation process and the investigator's conclusions and recommendations. It should include a copy of the complaint, any written response and any relevant documents.

23.6 Board Action

The board will decide what steps to take as a result of the report.

23.7 Confidentiality of Complaint Process

The complaint, all materials related to the investigation and the report will be considered confidential information. If the complaint is about someone, that person will be shown the complaint or a summary and given an opportunity to comment. The board may decide to permit the person who complained or anyone complained about to see the report and to give comments. The board does not have to do this. The board will decide whether the report or any materials relating to the complaint should be inserted in the file of the party who complained or the party complained about or neither.

Article 24: Financial

24.1 Major Commitments

(a) When member approval is needed

The following actions are called “Major Commitments” in this By-law. They can be taken by the board of directors on behalf of the co-op, but only if they have been authorized by the members under this Article or are within the exceptions in (b):

- borrowing money
- mortgaging co-op property or giving any kind of security for a loan or payment of a debt through a charge, mortgage, pledge or other security interest in real or personal property of the co-op
- issuing, selling or pledging securities of the co-op
- investing co-op money as stated in section 24.3(e) (Investment of Co-op Money – Alternatives)
- acquiring real estate by purchase, lease or in other ways
- selling, transferring, leasing or disposing of real estate
- entering into agreements that will involve charges to the members for items that were not included in the most recent approved budget
- entering into non-residential leases for space that was not leased before
- entering into agreements with government bodies that may require changes in the co-op by-laws
- entering into any agreements or commitments with a term of ten years or more, or where the other party can renew the term so the total is more than ten years

(b) When member approval is not needed

Despite the previous paragraph, the following actions are not considered Major Commitments and the board can take them without member approval:

- borrowing money without security as long as the total unsecured borrowing of the co-op will be less than \$25,000
- renewing or refinancing an existing loan without increasing the principal, including a loan secured by mortgage or in other ways
- entering into any agreements or commitments that can only continue for less than ten years (including renewals)
- renewing or extending non-residential leases or signing new non-residential leases of the same space.

(c) Optional member approval

The board can request approval from the members for any action that is not within the definition of Major Commitment. If the board requests approval, it must follow the decision of the members' meeting.

(d) Authority to spend

When the members approve borrowing under this Article, they are not automatically giving the board authority to spend the borrowed money. Spending authority has to be requested separately as stated in the Occupancy By-law and Spending By-law. That can be requested at the same members' meeting or another members' meeting.

(e) Adjusting items in housing charges

Despite the Occupancy By-law, the items that are included in housing charges or not included in housing charges can be changed by a vote of the members at a general meeting. There should normally be a separate motion approving the change even though it may also be stated in the budget materials.

24.2 Approval Process

(a) How member approval is given

Member approval for Major Commitments has to be given by a resolution passed by the members by a two-thirds majority vote at a members' meeting. Member approval is needed for the action, but not necessarily to the specific documents required for the action.

(b) Board approval process

Before the board proposes a resolution to go the members on a Major Commitment, a report must be given to the board. The report has to include a summary of the proposal and a letter from the co-op's lawyer or auditor commenting on it. Each director has to read the basic documents before approving. For example, each director must read a mortgage commitment letter, but only the signers have to review the mortgage itself.

(c) Requesting member approval

When requesting member approval, the board must give a report to the members. The report has to include a summary of the proposal and a letter from the co-op's lawyer or auditor commenting on it. The actual documents have to be available for members to review before the meeting. If any parts of the report or documents have to be kept confidential or are not yet available, they must be explained orally at the members' meeting.

(d) Optional approval process

If the board requests approval under section 24.1(c) (Major Commitments – Optional member approval), only a simple majority vote will be needed at the members' meeting.

(e) Conditional commitments

The board can sign a commitment to something requiring member approval if the commitment is conditional on obtaining member approval.

24.3 Investment of Co-op Money

(a) Government requirements

The board has to invest co-op money as stated in government requirements. This includes the *Housing Services Act* or the co-op's Operating Agreement, as applicable.

(b) Other investments

Where government requirements do not apply, the board can invest co-op money in

- government bonds, treasury bills or other securities guaranteed or insured by the governments of Canada or Ontario or a crown corporation or agency
- investments under a program where oversight is provided or arranged by the Ontario Housing Services Corporation, the Co-operative Housing Federation of Canada or a local co-op housing federation
- investments under a bulk-investment program that is part of the services of the Co-operative Housing Federation of Canada or a local co-op housing federation

(c) Investment By-law

If the co-op has a separate Investment By-law, the board can invest co-op money in other investments that are permitted under the Investment By-law if it follows the procedures stated in the Investment By-law.

(d) Deposits

The board can deposit funds with a Canadian credit union, chartered bank or trust company.

(e) Alternatives

The board may not invest or put co-op funds in any investment, security or deposit other than as stated in the earlier paragraphs of this section unless it is approved by the members as a Major Commitment.

(f) Reserves and special funds

If there are any reserve or special funds, money earned on them will be put back into the funds.

24.4 Financial Year

The financial year (fiscal year) of the co-op will be decided by the board. The board can change the financial year.

24.5 Auditor

(a) Appointed by members

The members appoint an auditor at each annual members' meeting. The auditor can be either a chartered professional accountant or a chartered professional accountant firm. The auditor stays in office until another auditor is appointed as stated in the *Co-op Act*. The *Act* states how to remove an auditor and appoint a different auditor. The board will arrange for payment of the auditor.

(b) Work of auditor

The auditor must have access to the co-op's books, accounts and vouchers at all reasonable times. Directors, officers and staff must give any information or explanations that the auditor requests.

24.6 Indemnification

(a) Obligation to indemnify

The co-op will indemnify all directors and officers, and their heirs and legal personal representatives, to the maximum extent permitted by the *Co-op Act*.

(b) Insurance

The board of directors may purchase insurance to cover this liability, subject to reasonable limitations and deductibles.

Article 25: Signing on Behalf of the Co-op

25.1 Committing the Co-op

This Article governs committing the co-op. This includes ordering anything, writing any cheque, creating any obligation or making any other commitment. It does not matter if this is done through a formal contract or document, orally, by e-mail, or in other ways. These are all called “documents” in this Article.

25.2 Board Approval

Board approval must be given before anyone is authorized to commit the co-op to anything or to sign any document. Member approval may also be needed as stated in section 24.1 (Major Commitments). Whoever signs any document must be sure that these approvals have been given.

25.3 Signing

(a) Signing officers

The president, vice-president, secretary and treasurer will be signing officers.

(b) Signing specific documents

When approving a document, the board can decide who is authorized to sign on behalf of the co-op. The board can authorize one or more of the signing officers or anyone else to sign. If the board does not decide something else, documents must be signed by two signing officers.

(c) Form of documents

When authorizing a document, the board can decide its exact form. If it does not, the signer or signers can approve the final document.

(d) Kinds of documents

The board can authorize one or more officers, directors or staff members to sign specific kinds of documents for the co-op.

(e) Cheques

All cheques or other negotiable documents must be signed by two authorized signers. No one is authorized to sign a blank cheque, or a cheque to one of the signers or a relative. Before signing, the signers must make sure that the expense has been properly approved.

25.4 Staff Authority

Staffing contracts can give spending and signing authority to staff members. This includes employment contracts and property management contracts. When the board approves the staffing contract, it is also approving the spending and signing authority stated in it and no additional approval is needed unless approval of the members is required. See section 24.1 (Major Commitments).

25.5 Approval Motions

All board approvals and decisions mentioned in this Article must be made by a formal motion passed by the board and recorded in the minutes of a board meeting.

Article 26: Giving Notices

26.1 Scope of this Article

Notices relating to an eviction are governed by the Occupancy By-law. This Article is about other kinds of notices.

26.2 Notices to Members

(a) Number of notices

Only one notice or one copy of a document needs to be given for each unit.

(b) Delivery

Notices and documents can be

- handed personally to the member
- left with an adult in the member's unit
- left in the unit mailbox
- slid under the unit door or through a mail slot in the door
- delivered in any other way to the member's unit
- put in the member's box in the co-op's internal mailbox system.

(c) Mail

Notices and documents can be given by ordinary mail to members at their co-op unit or the last known address where the member lives or works.

Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(d) Electronic mail

Members can sign a form consenting to notices by electronic mail. The form must state an e-mail address. Notices and documents can be given to those members by e-mail. They will be considered delivered at the time of sending. Members can change their e-mail address by notice to the co-op. Members can also cancel their consent to receive e-mail notices.

(e) Delivery by electronic mail

The following types of notices and documents can be delivered to members by e-mail if the member has consented under paragraph (d):

- notices of members' meetings, agendas and documents to be presented or discussed at a meeting
- notices about the co-op, the co-op property or co-op activities that the board or staff decides to send to all members or a large portion of the membership (such as all members on a floor)
- notices personal to a member or responses to e-mails from a member.

26.3 Notices to Co-op

(a) **Delivery**

Notices and documents can be given to the co-op by delivery to the co-op office. If the co-op does not have an office, see section 1.4(a) (Special Meanings – Co-op office).

(b) **Mail**

Notices and documents can be given by ordinary mail to the co-op addressed to the co-op office. Notices and documents that are sent by mail are considered delivered on the fifth day after the day of mailing.

(c) **Electronic mail**

Section 1.5(c) (Electronic Notices and Documents) states rules for about when notices and documents can be signed or delivered electronically. Members can sign or deliver those documents to the co-op by e-mail at an address set by the co-op. They are considered delivered at the time of sending.

(d) **Exceptions**

The following are some examples of documents that may *NOT* be signed or delivered electronically unless a by-law says something else:

- applications for membership
- credit check authorizations
- occupancy agreements, including all attachments, schedules and appendices
- statements of income and household composition, as applicable
- co-signer or guarantee agreements
- long-term guest agreements
- sub-occupancy agreements
- requisitions or petitions
- Directors' Ethical Conduct Agreements, Confidentiality and Conflict of Interest Agreements, Consents to serve as Director or any similar documents
- confidential information complaints
- human rights complaints
- other complaints under co-op by-laws.

26.4 Defects in Notice

A minor error or omission in any notice will not affect any decision made by the board or members. This includes accidentally failing to give notice or a document to someone. It also includes someone not receiving a notice or document that has been delivered or sent.

**Schedules
And
Attachments**

Schedule A: Rules of Order

These are the rules of order for members' meetings. These rules replace any other rules such as Robert's Rules of Order. There are also comments that explain the meaning of some of the rules. The comments are part of the rules.

Rule 1: Chair

In these rules of order, the "chair" means the person chairing the meeting at the time that the rule applies.

1. **Choosing chair:** The chair is chosen as stated in section 5.1 of the By-law (Chair).
2. **Role of chair:** The chair makes sure that meetings run smoothly. The chair tries to make sure that members have a chance to discuss every item on the agenda fully and fairly and that the meeting comes to a clear conclusion.
3. **Participation by chair:** A chair who wants to discuss a motion must step down until the meeting has dealt with all matters concerning the motion. Another person approved by the members can chair the meeting in the meantime. This applies whether the chair is a member or non-member.
4. **Voting by chair:** Section 5.3(e) of the By-law (Voting – Voting by chair) states when the chair can vote.

Rule 2: Motions

1. **How to deal with things:** A meeting can deal with an item of business on the agenda in three ways:
 - The member who asked that the item be put on the agenda can ask the members to approve a proposal by "moving" it. If the member does not want to make a motion, another member can make one.
 - The chair can present an item on the agenda and ask if any member wishes to make a motion.
 - A member can present an item on the agenda for discussion without making a motion. The chair decides if a motion is needed. If so, the chair asks for a motion.
2. **Seconder needed:** Another member must "second" a motion. If there is no seconder, members cannot discuss the motion.
3. **One motion at a time:** Members can only discuss one main motion at a time.

Comment: A main motion tells members what the proposal is. It's helpful if the motion can be written and sent to members before the meeting. If possible, get motions written, given to the chair, and written on a flip chart for members. The secretary reads the motion to the members before a vote is taken.

Rule 3: Speaking

1. **Speaking on a motion:** Members can discuss a motion after it has been moved and seconded. The chair controls the discussion. Members speak as follows:
 - They can ask questions for information. The chair or the member who moved the motion can answer the questions.
 - They can speak for or against the motion.
 - They speak to the chair.
 - Each speaker speaks for 3 minutes or less. The chair can set a longer or shorter time limit.
 - Members can speak more than once on an item only after all others who want to speak have done so. The chair can make exceptions.

Comment: All those who want to speak should raise their hands or indicate through an electronic message. The chair may keep a speakers' list and call members to speak in order if they have not already spoken. The chair may rule speakers "out of order" if their comments are off the point. Speakers must stop speaking when their time is up.

Rule 4: Amendments

1. **Motion to amend:** When a member is speaking, the member can suggest a change to a main motion. The member does this by moving an amendment. The motion to amend must be seconded like any other motion.
2. **Majority needed:** An amendment must have the same majority as the motion that it amends. This means that an amendment to a proposed by-law requires a two-thirds majority vote to pass.
3. **When not permitted:** An amendment cannot in the opinion of the chair:
 - be unrelated to the main motion; or
 - be contrary to the meaning of the main motion.

Comment: Members cannot amend a motion by moving a whole new motion, or by an amendment that is directly against the meaning of the main motion. A member who wants something contrary to the main motion can

- speak against the motion
- ask the mover and seconder to withdraw the main motion
- ask the members to defeat the main motion so a different motion can be moved.

4. **Friendly amendments:** A member can ask that the mover and seconder of the main motion accept a change to their motion. If they accept the change, it becomes part of the main motion.
5. **Withdrawal of a motion:** The member who moved a motion can withdraw it at any time during the discussion if the seconder agrees. If any members still want to vote on the motion, they can move and second the same motion themselves.

Comment: The mover might decide that this is not the right time to make a decision, or might feel that someone else has a better motion to present.

Rule 5: Procedures for Amendments

1. **Discussion on amendments:** After an amendment has been moved and seconded, speakers can only speak about the amendment. They continue to do so until the amendment has been voted on. The chair will keep a separate speakers' list for the discussion on amendments.
2. **After amendment:** After the amendment has been voted on, discussion can continue on the motion as amended or the original motion if the amendment was defeated.
3. **Only one amendment:** Only one motion to amend can be on the floor at one time. After the meeting deals with that amendment, members can move other amendments if they wish.
4. **Chair can authorize more than one:** Despite the above, the chair can authorize more motions to amend before earlier ones have been voted on. This would only apply if the later amendment would change the terms of the first one. Amendments are discussed and voted on in reverse order from when they were moved. This means that only the current amendment can be discussed until it is voted on.

Comment: Usually only one amendment at a time should be under consideration. Members can easily become confused if there are several amendments being discussed at once. If the chair decides there can be more amendments, there should be great care taken to see that members understand what the current amendment is.

Rule 6: Voting

1. **When to vote:** The chair calls for a vote
 - after every member who wishes to speak has spoken
 - at a fixed time that the members decided the vote would take place
 - after the members pass a motion to call the question
2. **How to vote:** Voting is by show of hands unless the *Co-op Act* or the co-op's by-laws say that a vote will be by secret ballot. See section 5.3(d) of the By-law (Voting – Secret ballot).
3. **Counting:** The chair counts the votes and rules on whether or not the motion has passed unless the co-op's by-laws say something different. See By-law sections 8.1 (Election Procedures) and 8.2 (Election Meeting).
4. **Recount:** For election of directors, recount rules are stated in section 8.3 of the By-law (Recount). In other cases, a member can request a recount

immediately after the results are announced. If a quorum is no longer present, the results that were originally announced will stand. If a quorum is still present, then

- if the vote was by show of hands, there must be an immediate recount.
- if the vote was by ballot and four other members support the request, there must be an immediate recount with scrutineers.

5. **Majority:** Motions are decided by simple majority unless the *Co-op Act* or the co-op's by-laws say something else. See section 5.4 of the By-law (Majority Required).

Comment: A simple majority is more than half of the votes cast. A two-thirds majority is at least two-thirds of the votes cast. Abstentions and spoiled ballots are not considered votes cast. Examples:

- Simple majority:
 - 31 members present and 25 vote
 - a simple majority is 13 (more than $25/2 = 12 \frac{1}{2}$)
 - **it is not 50% plus one** (more than $12 \frac{1}{2} + 1 = 13 \frac{1}{2}$), which would be 14.
- Two-thirds majority:
 - 31 members present and 26 vote
 - a two-thirds majority is 18 (at least $2/3 \times 26 = 17 \frac{1}{3}$)
 - **it is not 17**, because it has to be "at least" $17 \frac{1}{3}$

Rule 7: Motions About Procedure

1. **Calling the question (Vote immediately):** When a member is speaking, the member can ask for an immediate vote by saying "I call the question" or "I move to end the debate". There must be a seconder. The chair will immediately ask the members to vote on whether they want to finish the discussion at this point. A two-thirds majority vote is needed. The vote is by show of hands.

- If the motion to call the question is carried, the members then vote on the main motion or amendment.
- If the motion to call the question is defeated, members can continue the discussion.

Comment: A motion to call the question should be used when members seem to be ready to vote and when speakers are not saying anything new. It should be used carefully because it may take away someone's right to speak.

2. **Motion to postpone:** When a member is speaking on a motion or amendment, the member can make a motion to postpone any decision. There must be a seconder to the motion to postpone. A simple majority is needed. The vote is by show of hands. There are three kinds of motion to postpone.

- (a) **Defer the motion:** This means to put off discussion to another time. The motion can be discussed before voting on it. The motion must state the time or how the time will be decided. Examples:
 - until 9:30 p.m. during the same meeting
 - until after item ... on the agenda for the same meeting
 - until the next meeting
 - until a special meeting to be called by the board.
- (b) **Refer the motion:** This means to refer the motion to the board or a committee for a recommendation. They will bring the issue back to the members at a later time. The motion can be discussed before voting on it.
- (c) **Table the motion:** This means to put off the motion for an indefinite time. It is usually used when members don't want to discuss something, or to express their opinions. There is no discussion or debate before voting on the motion.

3. **Motion to take from the table:** When a motion has been tabled, it can be brought back to the members by a motion "to take from the table". This must be on the agenda if it is at a different meeting. There must be a seconder to the motion to take from the table. It can be discussed before voting on it. A simple majority is needed. The vote is by show of hands.
4. **Motions that waste time:** The chair can rule a motion out of order on the grounds that it is absurd or wasting time and not worth the members' attention.

Rule 8: Interruptions

1. **Limits:** Members cannot interrupt another speaker or speak out of turn except in the specific situations stated in this rule. In all cases the interruption must be as brief as possible and not part of a debate. Members who want to interrupt under this rule should stand up and politely say what their interruption is about.
2. **Point of order:** Members can raise a point of order if they think that the meeting is not following the correct procedure or there is not a quorum at the beginning of a meeting or at the time of a vote. The chair rules on the point of order and takes any action that is necessary.
3. **Question of privilege (point of privilege):** Members who feel that there is a risk to the rights, safety or comfort of the members (or of one member) can raise a question of privilege. It may be a simple thing, such as the need for better ventilation, or for the use of a microphone. The chair rules on the question of privilege and takes any action that is necessary.
4. **Point of information:** Members can raise a point of information if they have an important piece of information or question and dealing with it will save

time in the discussion. A point of information must be very brief. The chair rules on whether it is a point of information and what action should be taken.

5. **Appeals from the chair:** Members can appeal when they think a ruling of the chair is not correct. The appeal must be made immediately after the ruling. There must be a seconder. Both the member who appealed and the chair can give their reasons. There is no other debate or discussion. The chair does not step down. The question: “Do we confirm the decision of the chair?” is put to the vote. The chair does not vote. If the vote is tied, the chair’s ruling is confirmed.

Comment: The chair does not have to resign if an appeal is supported by a majority of members. Members have the right to decide how their meetings should run. An appeal is not a vote of confidence. It is simply a way for members to control their meeting.

Rule 9: Unacceptable Behaviour

1. **Vote of members:** If a member’s behaviour is unruly or inappropriate in a significant way that interferes with the conduct of a meeting, the member may be ejected from the meeting or disconnected electronically by vote of the members present. There is no discussion or debate. A simple majority is needed.
2. **With or without motion:** The chair can put the question to the members without a motion. A motion can also be made by anyone who is speaking on a motion or amendment, but only if the chair permits it. The motion needs a seconder.
3. **Refusing to leave meeting:** If a member does not leave the meeting after a motion has been passed to eject the member and cannot be disconnected electronically, the member will be considered in breach of the Organizational By-law. Repeated breaches are grounds for eviction under the Occupancy By-law. In addition, the chair or the meeting may take any other measures that are appropriate to remove the member from the meeting.

Schedule B: Confidentiality and Conflict of Interest Agreement

TO: [Insert name of co-op]

I am signing this Agreement as a director, officer, committee member or staff member of the co-op.

CONFIDENTIALITY

1. I understand that this Agreement applies to
 - (a) Personal information about co-op members and applicants.
 - (b) Confidential information about co-op staff.
 - (c) Confidential information about the co-op or co-op business.
2. I understand that the above is considered confidential information even if I learn about it from a source unrelated to my position with the co-op and even if it is publicly available.
3. I will not tell anyone any confidential or personal information
 - that I know through my position with the co-op
 - that I learn at meetings related to my position with the co-op, or
 - that I know about in any other way.
4. I will not disclose, or permit disclosure of, any confidential or personal information in any other way.
5. I will safeguard confidential or personal information that I may have.
6. The only exception is when I am authorized by the board or the co-op by-laws to disclose the information. If I am not sure whether information should be kept confidential, I will ask the board for a decision about it.
7. I agree that the above obligations apply while I have my position with the co-op and after I no longer have that position or any connection with the co-op.
8. I will always give the board any information requested by the board. When I no longer have my position with the co-op, I will return all co-op papers and property to the co-op.
9. While I have a position with the co-op, I will not gossip about the co-op or its members or employees.

CONFLICT OF INTEREST

10. Whenever I am involved in a decision or action of the co-op, I will put the best interests of the co-op ahead of my personal interests and the interests of my relatives and friends.

11. A conflict of interest is where I take part in a decision that benefits me or a relative or friend in a way that is different from most co-op members.
12. I understand that some conflicts of interest are prohibited and some situations are manageable as stated in the Organizational By-law.
 - **Prohibited conflicts.** I will not become involved in any conflict of interest that is prohibited.
 - **Manageable situations.** If I am involved in a potential conflict that is manageable, I will follow the applicable rules as stated in the co-op's Organizational By-law.
13. I promise that I will declare any conflict of interest or situation that could become a conflict of interest as stated in the Organizational By-law. If there is any doubt, I will report the situation to the board, or any committee that I am on, and they will decide if it is a conflict of interest.
14. I promise that I will abide by the conflict of interest rules and definitions in the Organizational By-law. I promise to ask if I have any questions or there is anything I don't understand.
15. I also agree to abide by any legal and government requirements about conflict of interest that are not included in co-op by-laws.

GENERAL

16. I understand that this Agreement is a binding legal document and I have had the opportunity to obtain legal or other advice before signing it.

Date: _____ Signature: _____

Schedule C: Director's Ethical Conduct Agreement

TO: [Insert name of co-op]

I agree to be a director of the co-op and to do my best to forward the interests of the co-op and the members and the other stakeholders in the co-op.

1. I am at least 18 years old am not bankrupt or incapable of managing property under the *Substitute Decisions Act*.

BOARD PROCEDURES

2. **CROSS OUT ONE:**
 - (a) I will accept notices to directors by electronic mail.
 - (b) I will **NOT** accept notices to directors by electronic mail.

DUTIES OF A DIRECTOR

3. I will perform my duties as a director honestly, in good faith and in the best interest of the co-op rather than in my personal interest.
4. I will use the care, diligence and skill of a reasonably prudent person in performing my duties as a director.
5. I will sign and comply with the co-op's Confidentiality and Conflict of Interest Agreement and all legal and government requirements about confidentiality, privacy and conflict of interest.
6. I will always give the board any information requested by the board. I will return confidential papers to the co-op when requested. I will delete confidential materials from my computers and electronic devices when requested. When I am no longer on the board, I will return all co-op papers and property to the co-op and I will delete confidential materials from my computers and electronic devices.
7. I will attend all board and members' meetings unless excused by the board based on advance notice of absence.
8. I will prepare for board meetings and act constructively at all board meetings.
9. I will participate in all training programs as decided by the board.

ACTING AS A BOARD

10. I understand that the board acts as a whole. If I disagree with something the board is considering, I will say so at a board meeting. Once the board has made a decision, I will support that decision or remain silent.
11. I understand that directors can act only by a decision at a proper board meeting. Between meetings I have no authority unless the board has given me authority to do something, such as to sign a document.

12. I understand that even if the board has given me responsibility for something, the final authority and responsibility stays with the board.
13. I understand that, if I am an officer or a member of a committee, my duties must be performed as directed by the board and within any limits set by the board.

RESPECT FOR OTHERS

14. As a director I will remain open to other points of view and options. I will not act defensively when directors or members question or disagree with my point of view.
15. I will do my best to work together with the other directors for the good of the co-op. I will not let personal dislikes or grudges affect my conduct or decisions.
16. I will never make statements which in any way harm, put down or show a lack of respect for other directors, members or staff.
17. I will never make statements, take actions or harass anyone in any way that is prohibited under the Ontario *Human Rights Code*.
18. I will make any complaints I may have about the co-op or the co-op's staff only to other directors. I will bring any concerns I may have to the attention of the board.
19. I will support the co-op's staff as they carry out their duties and not say or do anything that might cause them to lose respect among the membership or other staff.

DUTIES OF A MEMBER

20. I will perform my duties as a co-op member. I will comply with the by-laws of the co-op.
21. I will not be in arrears while I am a director.

I have read and understood this Agreement and I agree that I will follow it. I understand that, if I break this Agreement, the board of directors can follow the procedure stated in the Organizational By-law to remove me as a director.

Date: _____

Signature: _____

Print name:

Schedule D: Co-signer Agreement

To: [Insert name of co-op]

From Co-signer(s): _____
[Include address, phone, e-mail, if available]

Applicant: _____

I wish to assist the applicant to obtain housing at the Co-op. My relationship to the Applicant is:

[Insert relationship, such as _____
 “The Applicant is my son” or _____
 “The Applicant is my friend.”] _____

I understand that the Co-op may accept the Applicant as a member if I agree to be responsible for the Applicant’s financial obligations.

In consideration for the Co-op accepting the Applicant as a member and permitting the Applicant to live at the Co-op, I agree to pay all housing charges and other financial obligations of the Applicant to the Co-op when due.

I understand and agree to the following points:

- I am directly and principally responsible for these obligations. I am not merely a guarantor or surety.
- The Co-op can do any of the following things without my consent, without notice to me and without releasing me from my obligations under this Agreement:
 - change the terms of the membership or occupancy of the Applicant
 - allow the Applicant to move to a different unit with a different housing charge
 - change the amount payable by the Applicant because of changes in the housing charges for the Applicant’s unit
 - change the amount payable by the Applicant because of changes in the Applicant’s income if the Applicant receives geared-to-income assistance or subsidy
 - extend time to the Applicant for payment or performance of obligations
 - take or not take steps to enforce payment of money or performance of obligations by the Applicant
- The Co-op does not have to bring legal action or exercise other remedies against the Applicant or any other person before requiring payment of money or performance of obligations by me. I will remain responsible both before and after the Co-op does this.
- I cannot cancel or revoke the obligations I have agreed to in this document.

I agree that the co-op can receive, through its employees or agents, credit information about me from any credit agency or other source.

I acknowledge that I have had the opportunity to obtain legal advice and I have obtained any legal advice I wish prior to signing this document.

Signed:

Date: _____

Witness: _____
Print Name: _____

Co-signer

I authorize the Co-op to give the Co-signer any information it may have about me at the present time or in the future. I agree that I cannot cancel or revoke this authorization.

Signed:

Date: _____

Witness: _____
Print Name: _____

Applicant

Note: To be signed by all persons in Applicant's household sixteen or older, including members and non-member occupants.

Note: Adjust above if applicant is already a member and is asking for a new unit or a separate unit (such as the child of an existing member).

Schedule E: Director's Nomination Form

To: [Insert name of co-op]

We nominate _____ to run as a candidate for director of the co-operative at the next election meeting of members.

Nominator name: _____

Nominator address: _____

Nominator signature: _____

Date of signing: _____

Nominator name: _____

Nominator address: _____

Nominator signature: _____

Date of signing: _____

I accept the nomination. Enclosed are the Directors' Ethical Conduct Agreement and Confidentiality and Conflict of Interest Agreement. These will take effect if I am elected.

Candidate signature: _____

Date of signing: _____

APPENDIX S



TDB Restructuring Limited
Licensed Insolvency Trustee

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Court File No: CV-22-00688248-00CL

NOTICE OF TOWN HALL MEETING

**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.**

To All Members of Harry Sherman Crowe Housing Cooperative Inc. (the “**Co-op**”)

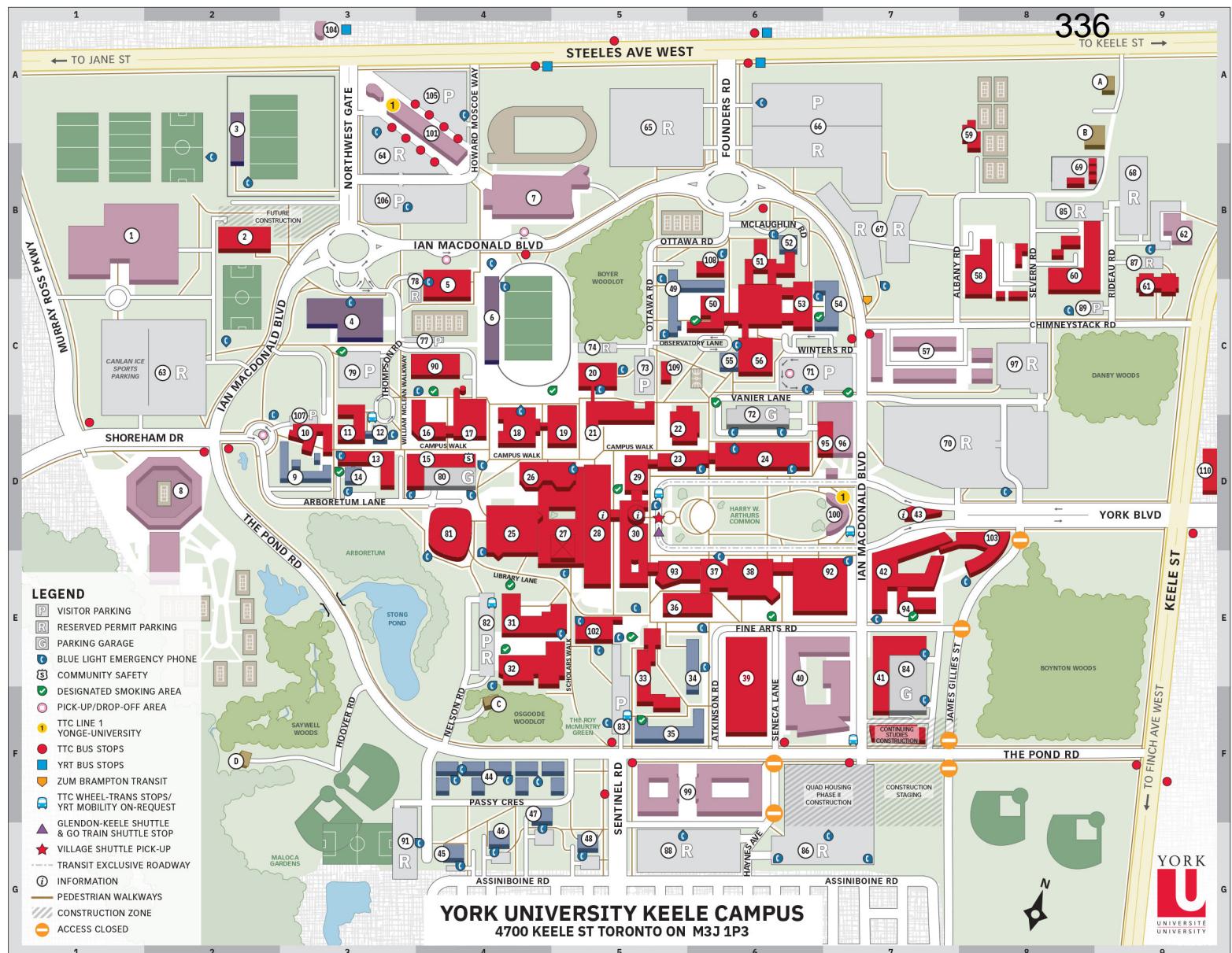
TAKE NOTICE THAT:

1. Pursuant to the Order of the Ontario Superior Court of Justice dated June 20, 2025, the Receiver is required to hold a town hall meeting (the “**Town Hall**”) in accordance with the Request for Expressions of Interest and Qualifications (“**RFEIQ**”) Process to provide information and canvass whether members of the Co-op have an interest in, and are suitably qualified, to constitute a new board of directors to oversee the operations and management of the Co-op.
2. The Town Hall will be held on the 19th day of August 2025, at 6:30 PM at the York University, Accolade West Building – Lecture Hall 206, 89 York Boulevard, North York. A map of York University is attached hereto and the Accolade West building is identified as building 93 (map reference E – 5).
3. The Receiver will make efforts to record the Town Hall meeting and make a video recording available to any members that are unable to attend the Town Hall meeting.

Dated at Toronto in the Province of Ontario, this 12th day of August 2025.

Yours truly,

TDB RESTRUCTURING LIMITED, solely in its capacity as Court-appointed Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity



CAMPUS DIRECTORY

■ ACADEMIC, ADMINISTRATIVE & COMMERCIAL BUILDINGS

59	190 Albany Road	ALB	A8
110	4747 & 4751 Keele Street	D9	
92	Accolade East	ACE	E7
93	Accolade West	ACW	E5
33	Atkinson	ATK	E5
17	Allan I. Carswell Astronomical Observatory, Petrie	PSE	D4
29	Behavioural Science	BSB	D5
41	Bennett Centre for Student Services, Admissions	BCS	E7
81	Bergeron Centre for Engineering Excellence	BRG	D4
24	Bookstore, York Lanes	YL	D6
69	Bus Compound	B8	
10	Calumet College	CC	D3
27	Central Square	CSQ	D5
58	Central Utilities Building	CUB	B8
38	Centre for Film & Theatre	CFT	E6
16	Chemistry	CB	D4
26	Curtis Lecture Halls	CLH	D4
94	Executive Learning Centre	ELC	E7
21	Farquharson Life Sciences	FRQ	D5
23	First Student Centre	STC	D5
108	Founders Annex North	FAN	B6
109	Founders Annex South	FAS	C5
50	Founders College	FC	C6
31	Health, Nursing & Environmental Studies	HNE	E4
32	Ignat Kaneff Building, Osgoode Hall Law School	OSG	E4
36	Joan & Martin Goldfarb Centre for Fine Arts	CFA	E5
95	Kaneff Tower	KT	D7
61	Kinsmen	K	C9
19	Lassonde Building	LAS	D5
90	Life Sciences Building	LSB	C4
43	Lorna R. Marsden Honour Court & Welcome Centre	HC	D7
20	Lumbers	LUM	C5

51	McLaughlin College	MC	B6
11	Norman Bethune College	BC	D3
17	Petrie Science & Engineering	PSE	D4
60	Physical Resources Building	PRB	B8
103	Rob and Cheryl McEwen Graduate Study & Research Building	MB	D8
28	Ross Building	R	D5
25	Scott Library	SCL	D4
27	Scott Religious Centre, CSQ	SRC	D5
102	Second Student Centre	SSC	E5
42	Seymour Schulich Building	SSB	E7
2	Sherman Health Science Research Centre	SHR	B2
18	Steacie Science & Engineering Library	STL	D4
22	Stedman Lecture Halls	SLH	D5
13	Stong College	SC	D3
4	Tait McKenzie Centre	TM	C3
56	Vanier College	VC	C6
30	Vari Hall	VH	D5
39	Victor Phillip Dahdaleh Building	DB	E6
5	West Office Building	WOB	C4
15	William Small Centre	WSC	D4
53	Winters College	WC	C6
24	York Lanes	YL	D6

■ RESIDENCES & APARTMENTS

48	320 Assiniboine Road	AS2	G5
47	340 Assiniboine Road	AS4	F4
46	360 Assiniboine Road	AS6	G4
45	380 Assiniboine Road	AS8	G4
34	Atkinson Residence	AR	E6
9	Calumet Residence	CR	D3
49	Founders Residence	FR	C5
12	Norman Bethune Residence	BR	D3
14	Stong Residence	SR	D3
52	Tatham Hall	TH	B6
35	The Pond Road Residence	PON	F5
55	Vanier Residence	VR	C6
54	Winters Residence	WR	C7

■ PARKING GARAGES – VISITORS

80	Arboretum Lane Parking Garage	APG	D4
84	Student Services Parking Garage	SPG	E7
72	York Lanes Parking Garage	YPG	D6

■ PARKING LOTS – VISITORS

83	Atkinson Lot		F5
107	Calumet Lot		D3
66	Founders Road East Lot		A6
73	Lumbers Lot		C5
82	Nelson Road Lot		E4
64	Northwest Gate Lot		B3
105	Northwest Gate North Lot		A4
106	Northwest Gate South Lot		B3
89	Physical Resources South Lot		C8
77	Thompson Road East Lot		C3
79	Thompson Road Lot		C3
71	Vanier Lot		C6

■ PARKING LOTS – RESERVED PERMIT

67	Albany Road Lot		B7
97	Chimneystack Lot		C8
66	Founders Road East Lot		A6
65	Founders Road West Lot		A5
88	Haynes Avenue Lot		G5
87	Kinsmen Lot		B9
74	Lumbers North Lot		C5
82	Nelson Road Lot		E4
64	Northwest Gate Lot		B3
91	Passy Crescent Lot		G3
85	Physical Resources North Lot		B8
68	Physical Resources East Lot		B9
63	Shoreham Drive Lot		C2
86	The Pond Road Lot		G6
78	West Office Building Lot		C4
70	York Boulevard Lot		D7

■ VISUAL PERFORMANCE ARTS FACILITIES

92	Art Gallery of York University	ACE	E7
37	Burton Auditorium	BU	E6
93	Gales Gallery	ACW	E6
38	Joseph G. Green Studio Theatre	CFT	E6
92	McLean Performance Studio	ACE	E7
92	Price Family Cinema	ACE	E7
92	Sandra Faire & Ivan Fecan Theatre	ACE	E7
92	Tribute Communities Recital Hall	ACE	E7

■ ATHLETICS & RECREATION FACILITIES

3	Alumni Field	STA	A2
4	Tait McKenzie Centre	TM	C3
6	York Lions Stadium	YLS	C4

■ HISTORICAL HOUSES

D	Hoover House	HOH	F2
C	Skennen kō:wa Gamig "bab-à bf"	SKG	F4
B	Stong Barn	SB	A9

■ NON-YORK U BUILDINGS

96	Archives of Ontario *	AO	D7
1	Canlan Ice Sports *	ICE	B1
62	CMIC Building	CMB	B9
57	Harry Sherman Crowe Housing Co-op	HCC	C7
101	Pioneer Village TTC subway station	PVS	A3
40	Seneca @ York, Stephen E. Quinlan Building	SAY	E7
8	Tennis Canada - Sobeys Stadium *	TC	D2
7	Track & Field Centre *	TFC	B4
99	The Quad Student Housing (managed by Forum Campus Suites)	QSH	F6
104	York Region Transit Terminal	YRT	A3
100	York University TTC subway station	YUS	D6

* Shared use
x Temporarily Closed

Please visit yorku.ca/mapskeele for the most up to date version of the campus map



**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC. ("HSC")**

TOWN HALL MEETING AGENDA

*Pursuant to the Order of Justice Kimmel
dated June 20, 2025 (signed July 4, 2025)*

TDB Restructuring Limited
Licensed Insolvency Trustee

11 King St. W, Suite 700 ☎
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TUESDAY, AUGUST 19, 2025

6:30 p.m. – 8:30 p.m.

York University, Accolade West Building – Lecture Hall 206
89 York Boulevard, North York

TOWN HALL PURPOSE

To provide information to the Harry Sherman Crowe Co-operative (the “**Harry Sherman Co-Op**”) residents about the status of the receivership in relation to Co-Op governance, to explain the RFEIQ Process, and provide information about how to declare an interest in serving as a potential board member of the Harry Sherman Co-Op.

MEETING REPRESENTATIVES

TDB Restructuring Limited Court-Appointed Receiver	Arif Dhanani	adhanani@tdbadvisory.ca
WeirFoulds LLP Lawyers for the Receiver	Philip Cho Kelsey Ivory (<i>Chair</i>) Alexandra Noppers (student-at-law)	pcho@weirfoulds.com kivory@weirfoulds.com anoppers@weirfoulds.com
City of Toronto Service Manager under <i>Housing Services Act, 2011</i>	Paul Fischer Malcolm Stanley	Paul.Fischer@toronto.ca Malcolm.Stanley@toronto.ca
Co-operative Housing Federation of Toronto	Emily Ramirez	emily@coophousing.com



AGENDA

1. Introductions (Chair)

- 1.1. Receiver and lawyers
- 1.2. Service Manager
- 1.3. CHFT

2. Brief Overview of Receivership (Receiver)

- 2.1. Role of Receiver
- 2.2. Status of Board

3. RFEIQ Process (WeirFoulds)

- 3.1. FAQ
- 3.2. Town Hall
- 3.3. EIQ Form
- 3.4. Key Dates

4. Co-operative Housing (CHFT)

- 4.1. Role of CHFT/CHFC
- 4.2. Co-op housing generally
- 4.3. Role of Members
- 4.4. Role of Board of Directors

5. Questions and Answers (Chair)

TDB Restructuring Limited
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APPENDIX T



TDB Restructuring Limited
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Court File No: CV-22-00688248-ooCL

**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.**

NOTICE TO MEMBERS

September 4, 2025

To All Members of Harry Sherman Crowe Housing Cooperative Inc. (the “**Co-op**”)

TAKE NOTICE THAT:

1. A video recording of the Town Hall Meeting held on August 19, 2025 is available for viewing at the following link: <https://tinyurl.com/3jx8p23z> (passcode: **f&O454\$J**).



2. The deadline for submission of EIQ Forms is extended from September 18, 2025 to September 25, 2025 at 5:00 PM. Any questions regarding the completion of the EIQ Forms may be directed to info@tdbadvisory.ca.
3. With respect to information or questions regarding co-op housing resources, the Receiver reminds members that inquiries may be directed to Co-operative Housing Federation of Toronto, attention: emily@coophousing.com.

4. With regard to access to the Community Room for member meetings, the Receiver has coordinated with Community First Developments Inc. (“**CFDI**”) to implement a process to manage access to the Community Room for Co-op related members’ meetings. Scheduling and access will be managed through the CFDI by completing a request form, which will be available in the property management office beginning September 8, 2025. Access to the Community Room for Co-op membership purposes will not require a fee or deposit. Members requesting such access must indicate the purpose of the meeting and the persons invited to the meeting. Requests will be subject to approval by the Receiver. Use of the Community Room for personal reasons, such as parties or other personal gatherings, remain subject to the same process including payment of a fee and a deposit.

Dated at Toronto in the Province of Ontario, this 4th day of September 2025.

Yours truly,

TDB RESTRUCTURING LIMITED, solely in its capacity as Court-appointed Receiver and Manager of Harry Sherman Crowe Housing Cooperative Inc. and not in its personal or corporate capacity

APPENDIX U

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Organizational By-law

5

By-law # 26**Organizational By-law**

This By-law repeals By-law #1, General By-laws (January, 1992) and Bylaw #19, Conduct at Meetings Bylaw (March 26, 2001) and Bylaw #20, Conflict of Interest (March 26, 2001).

This By-law contains the rules under which Harry Sherman Crowe Housing Co-operative Inc. (the Co-operative) is organized. The *Co-operative Corporations Act* (the *Act*) regulates the co-op. Certain parts of the *Act* contain rules which are not included in this by-law. Members should refer to them when questions come up.

ARTICLE 1 GENERAL**Article 1.1****Aims and objectives**

The aims and objectives of the Co-operative are:

- To provide and operate housing accommodation primarily for persons of low or modest income; and
- To provide the majority of these housing units for occupancy by members of the Co-operative.

Article 1.2**Head office**

The head office and place of business of the Co-operative will be located at 51 The Chimneystack Road, North York, ON M3J 3L9.

Article 1.3**Priority of this by-law**

If there is a conflict between documents, the documents will govern in the following order:

- first, the *Act*
- second, the Co-operative's Articles of Incorporation
- third, any provisions of the *Housing Services Act* or any local rules from the City of Toronto that conflict with any of the provisions here
- fourth, the *Occupancy By-law* of the co-op, and
- fifth, the rest of this by-law, the other by-laws, and the legally adopted policies, rules and regulations of the co-op.

The Co-operative, board, members and employees must follow this order of priority.

Article 1.4**Power and Authority of By-Law #25**

By-Law # 25, which allows for non-resident members and directors, will continue to be valid even when it disagrees with this By-Law.

ARTICLE 2 MEMBERSHIP**Article 2.1****Membership**

To become members of the Co-operative, applicants must be sixteen (16) years or older. The Co-operative may have other by-laws stating qualifications that applicants must have.

To become members of the Co-operative, applicants must be approved by the board and become residents of the Co-operative.

When considering applications, the Co-operative must comply with the *Ontario Human Rights Code*.

Article 2.2**Applying for membership**

Application for membership must be made in writing on the form that the Co-operative provides.

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

New members must

- sign the occupancy agreement
- pay the lifetime membership fee of \$25.00
- pay the member deposit, and
- pay the first month's housing charge.

The board can require a new member to have a co-signer or to make other special financial arrangements.

If long-term guests are permitted as part of an applicant's household, the long-term guests and the member must sign a long-term guest agreement as stated in the *Occupancy By-law*.

Article 2.3**Refusal of application**

The Board of Directors may refuse to accept any application for membership. If the application is not accepted, any membership fee forwarded with it will be refunded without interest.

Article 2.4**Transfers and withdrawals**

Members cannot transfer their membership to any other person. Rules that apply to withdrawing from membership are in the *Act* and; Article 6.4 and Article 10 of the *Occupancy By-law*. Membership ends when a member dies.

Article 2.5**Expulsion from membership**

The Board of Directors may pass a resolution to expel any member from the Co-operative in accordance with the procedures set out in the *Act* and in the by-laws of the Co-operative.

ARTICLE 3 MEETINGS OF MEMBERS**Article 3.1****Notice of meetings**

Notice of each annual or other meeting of members will be given to the members not less than ten or more than thirty days before the date of the meeting.

The notice calling the meeting must include the time and place of the meeting and either include the agenda or within the body of the notice.

A copy of a proposed by-law or budget does not have to be given with the agenda or notice of meeting. However, a copy must be given to each member as stated in 10.2 of this By-law at least five days before the meeting.

Article 3.2**Member's Additions to Agenda of Meetings**

Members can have any item put on the agenda which accompanies

the notice of meeting. However, members must give the secretary written notice of the item at least 5 days prior to notices of the meeting being sent out.

If the members do not give notice to the secretary in time, they can, at their own expense, give written notice directly to all members at least five days prior to the date of the members' meeting.

Members can have an item added to the agenda at a meeting, but the members present at the meeting cannot vote on it at that meeting.

Article 3.3

Location of Member's Meetings

Meetings of the membership will normally be held on the premises of the co-op, but may be held anywhere within the City of Toronto.

Article 3.4

Annual Members' Meetings

The Annual Members' Meeting is the meeting at which the members review the auditor's report and appoint the auditor for the following year. This meeting may include the election of directors or that election could be held at a regular meeting of the membership. It may also include any other pertinent business of the corporation.

Annual meetings must be held no later than

(a) Five months after the end of the co-op's fiscal year.

Article 3.5

Regular Members' Meetings

The Board must call at least one regular members' meeting during the year. This meeting is in addition to the annual meeting.

Article 3.6

Requisitioned meetings

(a) Ten percent (10%) of the members can requisition the directors to pass any by-law or resolution. They must sign and deliver a notice to the Co-operative's office. The notice must state the wording of the by-law or resolution.

(b) The board does not have to comply with the notice. If it wishes to comply, it must pass the by-law or make the decision within twenty-one days. If confirmation is required, the board must also call a members' meeting to confirm it within the twenty-one day time limit, or put it on the agenda for a meeting that has already been called. The meeting does not have to be held within the twenty-one day limit.

If the board does not wish to comply with the notice, any of the members who requisitioned the meeting can call a members' meeting for that purpose. This members' meeting has the full power to pass the by-law or make the decision. This is the only way that members can adopt a by-law that the board has not passed.

(c) The rules for these requisitions are in sections 70, 71 and 79 of the *Act*.

Article 3.7

Conduct of Members' Meetings

The Rules of Order are a part of this by-law and are attached as Schedule A.

The chairperson uses the Rules of Order to run members' meetings and also decides any question about procedure which is not in the Rules of Order. The members have the right to appeal the chair's ruling as stated in the Rules of Order.

Article 3.8

Voting

(a) Every member of the Co-operative has the right to one (1) vote at any members' meeting. Anyone can vote who is a member at the time that the vote is held.

(b) Only members who are present at the meeting can vote. Members cannot appoint someone else to vote for them.

- (c) A majority vote is needed to make any decision, unless a by-law, or the *Act*, states differently.
- (d) A two-thirds majority is needed to pass or amend by-laws.
- (e) An abstention is not counted as a vote. A tie vote defeats the motion.

Article 3.9**Quorum at Members' Meetings**

Quorum at members' meetings means the minimum number of members who must be present for the Co-operative to hold a members' meeting which may make decisions or transact any business. If there is no quorum, anything discussed has no official status.

Twenty (20) households make up a quorum.

A meeting must be called off if a quorum has not arrived thirty (30) minutes after the meeting is scheduled to start. The presiding officer will continue the meeting to a date not less than seven (7) and not more than fifteen (15) days later. Notice of the meeting will be given to all members not less than five (5) days before the continued meeting. The decision of the continued meeting will be binding provided that at least twelve (12) households are present.

If members have requisitioned a meeting and there is no quorum present thirty (30) minutes after the meeting was scheduled to start, the meeting must be called off, and cannot be continued as in the paragraph above.

Article 3.10**Decision-Making at Members' Meetings**

If proper notice is given, the members can make any decision or pass any version of a by-law or budget. They can do this even if the version they pass is different from, or contrary to, the original.

ARTICLE 4 BOARD OF DIRECTORS**Article 4.1****Board of Directors**

The Board of Directors manages and directs the business of the Co-operative. It can use all the powers of the Co-operative, unless the *Act* or the by-laws or a statute says that a members' meeting is needed to decide on a specific matter, see Schedule B.

Article 4.2**Qualifications of directors**

The rules stating who can be a director are in the *Act*. To be a director, a person must be a member of the Co-operative.

To be a director, a member must be a member in good standing. A "member in good standing" is defined as a member

- (a) who is not in arrears;
- (b) who is eighteen years or older
- (c) who is not a undischarged bankrupt and
- (d) who is capable of managing property within the meaning of the *Substitute Decisions Act, 1992*.

Article 4.3**Number and quorum of directors**

The Board is made up of seven (7) directors.

Quorum at Board meetings means the minimum number of directors who must be present to hold a Board meeting and make decisions or transact any business. Four (4) directors make up a quorum to deal with the business of the Co-operative.

Article 4.4**Election of directors**

- (a) Members elect the directors. Normally, elections take place at the annual meeting but they can be scheduled for another

meeting. If vacancies occur, the board appoints someone as stated in 4.11 of this by-law.

(b) Sections 90 and 91 of The *Act* state the election procedures that the co-op must follow.

The election is by secret ballot.

Members must cast a number of votes equal to the number of positions to be filled. Any ballot which has more or less votes will not be counted. For example, if the meeting is electing three directors, then members must vote for three of the candidates.

Members cannot vote more than once for a candidate.

Members cannot appoint someone else to vote for them.

(c) Members can vote only during a proper meeting. There must be a quorum present from the time the ballot boxes open until the final vote is cast. There does not have to be a quorum present while the votes are being counted and when the results of the vote are announced. If there is a tie and a quorum is no longer present, then the board must call a new meeting to complete the election.

Article 4.5

Procedures for elections

(a) The members can appoint an election officer or committee. If the board has appointed an election officer or committee for the election meeting, the members can approve this appointment for the meeting or appoint someone else. If no one is appointed, the chair can perform the duties of the election officer or committee or appoint someone else.

(b) The candidates who receive the greatest number of votes are elected to the board. The election officer or committee counts the votes and announces the results. The officer or committee

should not announce the number of votes that each candidate got or the order in which they finished.

- (c) A second election must be held immediately if there is a tie for the final position on the board. In the second election only the candidates who were tied for the final position can be on the ballot.
- (d) After the election, the election officer or committee must return the ballots to the ballot box. The ballots must be kept in a sealed container in the co-op office, or some other safe place, for seven (7) days. Then the officer can destroy the ballots.
- (e) During the seven (7) day period ten percent of the members can requisition a special members' meeting to recount the votes. If this happens, the ballots must be kept until the requisitioned meeting. There must be scrutineers present at the recount and detailed results must be announced. Until the recount, the results announced at the election meeting will stand.

Article 4.6

Term of Office

- (a) The directors will have staggered terms. At the first election using this system, the four candidates with the largest number of votes will be elected to a two year term. The next three candidates will be elected to a one year term. All directors will be elected to two year terms from then on.
- (b) Unless they resign or are removed, directors serve until the first board meeting following the election of their successors.

Article 4.7

Conduct of individual directors

Each director must

- act honestly, in good faith and in the best interests of the co-op at all times
- attend all board and members' meetings, unless excused by the board

- prepare for all meetings, and
- keep confidential any private information about the affairs of the co-op, its members or staff.

Confidential matters include personal information on individual members as well as information on Co-operative business that has the potential to be misused by a third party.

There are sample agreements, to be a director and a confidentiality agreement, in Schedules C and D.

Article 4.8

Indemnification of directors

(a) The Co-operative will indemnify all directors and officers and their heirs and legal personal representatives to the maximum extent permitted by section 110 of the *Act*. This includes paying for any judgment or costs against directors and officers less any costs that result from failing to comply with their duties to the Co-operative.

(b) The Co-operative should sign an agreement promising to do this and purchase insurance to cover this liability. There is a sample indemnification agreement in Schedule E.

Article 4.9

Resignation of a director

A director can resign by giving written notice, delivered either to the president or to the co-op office.

The resignation will not take effect until the board accepts it. The board must accept any resignation at the first meeting after it is received, unless it is withdrawn.

Article 4.10

Removal of a director

(a) Members can remove a director

The members can remove any director before the end of the director's term. Notice that a motion will be made to remove a

director must be given at least ten (10) days before the meeting. This motion must be passed by a majority vote.

(b) The board can recommend removal

The board can recommend that the members remove a director if the director

- (i) is absent from three (3) consecutive board meetings without permission or proper excuse
- (ii) has broken the confidentiality rules outlined in Article 4.7 of this By-law
- (iii) has not carried out the other responsibilities of a director, or
- (iv) has not carried out the responsibilities of a member or has broken the co-op's by-laws.
- (v) has broken the Conflict of Interest rules outlined in Article 8 of this By-Law

The board must give written notice to the director of the board meeting held to discuss the recommendation.

The notice must state:

- (i) the time and place of the meeting, and
- (ii) the reasons for the recommendation.

Notice must be given to the director at least seven (7) days before the meeting.

The director can appear and speak at that board meeting. The board decides and votes on the recommendation without the director present.

If the board votes to recommend the removal of a director, it must present a resolution to the next members' meeting. The members must then make a decision. The director remains in office until the members make a decision.

Article 4.11**Vacancy****(a) When the members remove a director**

The members can elect any qualified person to replace the director for the rest of the term of the former director. If the members do not do this, then 4.11(b) applies.

(b) When vacancies occur for any other reason

If there is still a quorum on the board, the directors can appoint a qualified person for the rest of the term of the former director.

This person cannot take office until such time as his/her appointment has been posted in the co-op.

The appointment takes effect immediately. But the election of the director must be put on the agenda for the next members' meeting. The appointment will be considered confirmed unless the members elect someone else.

If no quorum of directors remains in office, the remaining directors must call a members' meeting to fill the vacancies. At that meeting the members elect directors to serve the rest of the terms of the former directors.

Article 4.12**Board meetings****(a) Place of meetings**

Board meetings may be held either at the head office of the Co-operative or at any place chosen by the directors within the City of Toronto.

(b) Regular meetings

The Board must hold regular monthly meetings at a regular time set by the Board. The Board may establish a schedule of more frequent regularly scheduled meetings. There is no need to give notice of regular meetings.

(c) Special meetings

A meeting can be called by the president or vice-president or any three (3) directors or by the secretary by direction of the president or vice-president or any three (3) directors at any time.

(d) Notice and agenda for meetings

An agenda should be given to directors not less than two (2) days before a Board meeting. The agenda contains the items that the directors will consider at the meeting. At regular meetings, however, the board can consider or adopt any motion even if no notice of the item was given.

At special meetings or at emergency meetings, the board can only consider the business stated in the notice, or the agenda given with the notice.

Directors can give up their right to notice. This must be done in writing.

In the case of the first meeting of the Board of Directors held immediately following an Annual Meeting or in the case of a director elected to fill a vacancy on the Board it is not necessary to give notice to the newly elected director or directors to legally constitute a meeting as long as a quorum of directors is present.

(e) Chairperson

The chairperson of board meetings can be either the president or another person chosen by the board.

The chairperson can vote on all matters which come before board meetings, but cannot vote a second time if there is a tie.

(f) Procedures

This By-law's procedures for members' meetings and the Rules of Order also apply to board meetings except when this

By-law states differently. Procedures at board meetings will be the same as members' meetings with all appropriate changes.

Article 4.13**Voting at Board meetings**

A majority vote is needed to make a decision unless this by-law states differently.

Article 4.14**Members, non-members and employees at Board meetings**

Members of the Co-operative can attend Board meetings except when the Board makes a decision that some or all of the business of the meeting is confidential.

If any officer, employee or other member of the Co-operative is present at a Board meeting where confidential matters are discussed, they must keep that information confidential.

Article 4.15**Minutes of Board meetings**

The minutes of all Board meetings will include details of all business discussed and should be circulated to members or posted in a public place as soon as possible after the meeting, except in the case of matters which the Board has declared to be confidential.

Confidential minutes must only be available to Board members unless the Board decides otherwise.

ARTICLE 5 OFFICERS**Article 5.1****Election of officers**

(a) The Board elects the following officers annually, or more often as needed:

- president
- vice-president
- secretary (can be elected or appointed)
- treasurer

All officers must be elected by a majority at the first meeting after the Board's election. If necessary, the Board can elect or appoint by a majority vote or any other officers and give them any authority and duties.

- (b) Any two (2) of these offices can be held by the same person except in the case of the president and vice-president.
- (c) All officers must be members of the Co-operative. Only the president and vice-president must be directors.

Article 5.2

Removal of officers

A majority of the Board can remove any officer by a decision at any time and for any reason.

The directors can immediately choose another qualified person to fill the vacancy.

Article 5.3

Temporary transfer of officer powers

In the absence or inability to act of any officer, a majority of the Board can delegate all or any of the officer's powers to any other officer or director.

Article 5.4

The president and vice-president

- (a) The president
 - may preside at all meetings of members and directors;
 - follows the decisions approved at Board and Members' Meetings and signs all documents that require the president's signature; and
 - performs all duties that are assigned to the president by the Board.
- (b) The president and vice-president work together to carry out the above responsibilities. They decide how they will share them. They review their roles regularly to make sure that they are

carrying out all the responsibilities.

Article 5.5

The secretary

(a) The secretary must ensure that

- all required notices of Board and members' meetings are given;
- all the necessary documents for Board and members' meetings are provided;
- the minute book of the Co-operative is kept up to date;
- all legally required notices are given, such as the notice of meetings;
- all necessary notices are filed with the Ministry of Financial Institutions;
- complete minutes of all Board and members' meetings are kept and distributed before the next meeting;
- a copy of all new by-laws is given to the members as soon as possible after they are confirmed.

(b) The secretary keeps

- the seal of the Co-operative;
- a copy of the articles of incorporation, any amendments and the by-laws;
- an alphabetized list of all current and past members of the Co-operative with the addresses of the current members;
- the names, addresses and business information of all directors past and present of the Co-operative, with the dates of the time they were directors.

(c) The secretary will sign all documents that require the secretary's signature.

The secretary will not personally perform these duties if they are part of staff duties. The manager must see that all the staff duties are done and that legal requirements are met.

Article 5.6

The treasurer

- (a) The treasurer must ensure that
 - all the funds and securities of the Co-operative are deposited in the name of the Co-operative;
 - the books are available for review by any director at the office of the Co-operative during business hours.

- (b) The treasurer will sign all documents that require the treasurer's signature.

Article 5.7**Delegate to the Co-operative Housing Federation of Toronto or the Co-operative Housing Federation of Canada**

The Board should appoint the delegate to represent the Co-op.

The delegate to each of these federations

- (a) represents the co-op at meetings of the federation
- (b) informs the board and the members of what the federation is doing
- (c) informs the federation of the views and concerns of the co-op, and
- (d) votes at federation meetings. The delegate must get direction from the board on important issues if there is time.

ARTICLE 6 STAFF**Article 6.1****Employment of staff**

- (a) The Board hires employees to fill all staff positions.

- (b) The Board should provide a job description for each staff position where appropriate. The job description states the responsibilities and authority of the position.

- (c) A permanent, full-time employee cannot live in the Co-operative.

(d) No duties may be performed by employees that are required by law to be performed by the Board of Directors or by the members at a Members' Meeting.

Article 6.2**Supervision of staff**

(a) The Board is the final authority for the Co-operative in relation to employees. It sets the term of employment.

(b) The employees work under the instructions of the Board. However, the personnel policy or job description may state that some employees will work under the instructions of a senior employee, who may also make salary recommendations to the Board.

ARTICLE 7 COMMITTEES**Article 7.1****Creating Committees**

The board can create a committee. It can decide on the duties of the committee and appoint the committee's members.

Article 7.2**Role of committees**

(a) Each committee reports to the board in the manner and the frequency which may be described by the Board.

(b) A committee must have the authority from a by-law or from a motion passed by the board to

- spend any money
- authorize any expense
- enter into any contract, or
- commit the co-op to any action.

ARTICLE 8 CONFLICT OF INTEREST

Article 8.1

Carrying out duties

All officers, directors, committee members and employees must carry out their duties honestly, in good faith and in the best interests of the Co-operative rather than in their own interest.

Article 8.2

Payment of directors and officers

(a) Directors and officers serve without payment of any kind.

However, they have the right to be paid for traveling or other expenses while doing business for the Co-operative as long as the expenses are reasonable. The Board must authorize these expenses. These expenses must meet the guidelines and limits set by the Board. Directors and officers cannot receive compensation for lost income while doing business for the Co-operative.

Directors and officers cannot enter into any contracts with the Co-operative other than contracts that are generally available to other members, such as occupancy or performance agreements.

(b) Directors and officers hired by the Co-operative to a paid position must resign from office. This does not apply to being the on-call person one day or less a week.

Article 8.3

Types of conflict of interest

(a) A conflict of interest is when someone benefits personally in any way from a decision of the Co-operative. This article covers conflicts of interest of officers, directors, committee members and employees. It also covers all persons in their households and relatives.

(b) A conflict of interest can happen when someone living in the Co-operative or an employee

- makes or takes part in a decision affecting the Co-operative's affairs; and

- has a financial or other interest in, or gets a benefit from, the result of that decision that the rest of the co-op members do not have, or that only a few members have.

Examples of conflict of interest are

- the Co-operative signs a contract with someone living in the Co-operative, an employee or a company in which they, their household members or relatives have a financial interest or any stock;
- someone living in the Co-operative or an employee is involved personally in a decision that affects different groups differently and also belongs to one of these groups (but if many units are involved, not just two or three, there might not be a conflict of interest); and
- someone living in the Co-operative or an employee is involved personally in a disciplinary procedure where they made the complaint or where a household member, friend or relative is being disciplined.

There are other types of conflict of interest. The Co-operative should deal with them by using the principles contained in this Article.

Article 8.4

Deciding whether there is a conflict of interest

The facts of each case are different, and careful judgment is needed to decide whether there is a conflict of interest. Members should follow the procedures below. In such cases the matter should be referred to the Board. The Board (excluding any director involved) will decide whether a conflict of interest exists.

Article 8.5

Procedures when there is a conflict of interest

(a) When a director has or may have a conflict of interest

- i. the director should declare the conflict of interest at the Board meeting considering the matter

- ii. if a director does not declare the conflict of interest, but another director is aware of one, the other director can bring it up at a meeting;
- iii. the Board then decides whether there is a conflict of interest;
- iv. if there is a conflict of interest, the director can be present during any of the meetings discussing the matter, unless the Board decides against it, but cannot vote on the matter and will be considered absent when determining if a quorum is present.

(b) When a committee member has or may have a conflict of interest

If a committee member has or may have a conflict of interest, the committee must follow the same procedure as the Board. If there is a dispute, the matter can be appealed to the Board. The Board decision is final.

(c) When an employee has or may have a conflict of interest

An employee who has or may have a conflict of interest must report it to the employee's supervisor and follow the supervisor's directions.

If the senior employee is involved in a conflict of interest, the senior employee must report the conflict of interest to the staff liaison officer (or president if there is no staff liaison officer) who will report it to the Board. The senior employee must follow the Board's directions.

(d) All other conflicts of interest

If any member or officer acting for the Co-operative has or may have a conflict of interest, that person must report it to the Board. The Board must decide on the matter.

Sometimes decisions have to be made that affect the friends or relatives of officers, directors and committee members. If the relationship is close enough, there is a conflict of interest.

For example, there might be a decision of the Board to evict a friend of a director. If there is a close relationship, it might influence the director's decision, and the director should declare a conflict of interest.

Article 8.7**Members' conflict of interest**

At members' meetings, all members can take part in discussions and vote as they wish, even if they have a conflict of interest.

However, members must declare the conflict of interest before taking part in the discussion. Members can vote even if they have a conflict of interest. They should try to act in the best interests of the Co-operative as a whole.

Article 8.8**Breach of duty**

If a director commits a breach of duty in relation to a conflict of interest, the provisions of section 98 of the *Act* apply. If any officer, committee member or employee of the Co-operative commits a breach of duty in relation to a conflict of interest, the provisions of section 98 of the *Act* will apply with all appropriate changes.

ARTICLE 9 FINANCIAL**Article 9.1****Fiscal Year**

The fiscal year of the Co-operative starts July 1 and ends June 30.

Article 9.2**Bonding of officers and employees**

The following persons must be bondable:

- every officer and employee in charge of or handling money or securities
- every signing officer

- any other officer, employee or person under contract that the Board decides should be bonded

Article 9.3**Auditor**

(a) The members appoint an auditor at each Annual Meeting. The auditor can be either a chartered accountant or a chartered accountant firm.

The auditor stays in office until the next Annual Meeting, and if another appointment is not made, the auditor in office will continue until a new auditor is appointed. The Board will arrange for payment of the auditor.

(b) The auditor must have access to the books, accounts, and vouchers of the Co-operative at all reasonable times.

Article 9.4**Auditor's report**

The auditor reports at the Annual Meeting on the financial statement of the Co-operative and gives an opinion as to whether it fairly represents the financial position of the Co-operative.

Article 9.5**Signing officers**

(a) The president, vice-president, secretary and treasurer (or any officers the Board may appoint) will be signing officers.

(b) All cheques or other negotiable documents must be signed by two signing officers. Officers must never sign a blank cheque.

(c) All other documents must be signed by two signing officers. This includes any written commitment of the Co-operative such as a contract for work to be done.

The Board can make a specific decision to appoint any officer, director or employee to sign documents or any class of documents for the Co-operative.

- (d) Signing officers must have Board approval before making any commitments or entering into contracts or obligations for the Co-operative.
- (e) When authorizing a document, the Board can decide its exact form. If it does not, the signing officers can approve the final document.
- (f) The Secretary shall ensure the safekeeping of the seal of the Corporation in the Co-op office. Anyone who has the authority to sign documents can also put the corporate seal on a document.

Article 9.6

Power to borrow

The Board can

- borrow money on the credit of the Co-operative;
- issue, sell, or pledge securities of the Co-operative;
- use the property of the Co-operative as security for a loan or payment of a debt.

Total liabilities under the paragraph above cannot be more than \$50,000 unless the members pass a special resolution.

The co-op has a first mortgage loan under a government program. In future, the Board can pass a special resolution to obtain new mortgage financing if needed to cover the cost of major repairs. This resolution must be approved by a majority vote of the members before the Board can act on it.

Article 9.7

Investment of Co-operative funds

- (a) The Board can invest Co-operative funds in government bonds, treasury bills or other securities backed by the governments of Canada or Ontario. The Board can deposit funds with a
 - credit union;
 - chartered bank;
 - trust company; or
 - Province of Ontario Savings Office.

- (b) To help promote Co-operative principles, the Board should consider investing Co-operative funds in a credit union.
- (c) If there are any reserve or special funds, money earned on them will be put back into the funds.
- (d) When investing funds the Board must comply with any limitations in the Co-operative's agreements with funding authorities or the *Housing Services Act*.

Article 9.8**Dissolution and disposition of assets**

In the event of dissolution of the Co-operative all the assets, after payment of liabilities, will be paid out as set out in the Articles of Incorporation.

ARTICLE 10 NOTICE**Article 10.1****Signature and defects in notice**

A signature on a notice can be written, stamped, typewritten or printed. A minor error or omission in any notice will not affect any decision made by the Board or members. This includes accidentally failing to give notice to a person entitled to it. It also includes a person's not receiving a notice that has been sent.

Article 10.2**Delivery of notice**

- (a) Except where the *Act* states otherwise, the Co-operative needs to give only one notice per unit.

Any notice or other document can be

- handed personally to the member;
- left with an adult in the member's unit;
- left in the mail box;
- taped to the door;
- delivered in any other manner to the member's unit, or

- put in the member's box in the Co-operative's internal mail box system.

(b) These rules do not apply to notices given to members when they are being evicted. The rules for eviction notices are in Article 9.3 of the *Occupancy By-law*.

Article 10.3**Calculating time for notices**

When calculating the time for a notice, the date on which the notice is given is not counted, but the date of the meeting or event is counted. For example, a members' meeting is scheduled for Thursday, October 21. The by-law says that there must be a notice of ten (10) days. Counting back ten (10) days, including the day of the meeting, this count will end at Tuesday, October 12. Therefore, notice should be given on or before Monday, October 11. Sundays and holidays are included when counting.

Schedule A**Rules of Order for Members' Meetings**

These are rules of order for members' meetings. These rules replace any other rules such as Robert's Rules of Order. There are also comments to explain the meaning of the rules. The comments are not part of the rules.

1. Chair

In these rules of order, "chair" means the person chairing the meeting at the time that the rule applies.

- i. If the board has not appointed a chair, the members can choose the president, the vice-president or anyone else to chair members' meetings. A person can be appointed to chair one meeting or a series of meetings. If the board has appointed a chair, the members must approve that person to chair members' meetings. If the members do not approve that person, they can appoint someone else.
- ii. The chair makes sure that meetings run smoothly. The chair tries to make sure that members have a chance to discuss every item on the agenda fully and fairly and that the meeting comes to a clear conclusion.
- iii. A chair who wants to make or discuss a motion must step down until the meeting has dealt with all matters concerning the motion. Another person approved by the members can chair the meeting in the meantime.
- iv. The chair does not vote unless there is a tie or the vote is by secret ballot. If there is a tie on a secret ballot, the chair cannot vote a second time. The chair must be a member in order to vote.

2. Motions

The meeting can deal with an item of business on the agenda in three ways:

- i. The member who asked that the item be put on the agenda can ask the members to approve a proposal by "moving" it.

- ii. The chair can present an item on the agenda, and ask if any member wishes to make a motion.
- iii. A member can present an item for discussion without making a motion. The chair decides if a motion is needed. If so, the Chair asks for a motion.

Another member must “second” a motion. Otherwise, members cannot discuss the motion. Members can only discuss one main motion at a time.

3. Speaking

Members discuss a motion after it has been moved and seconded. The chair controls the discussion. Members speak as follows:

- i. They can ask questions. The chair or the member who moved the motion answers the questions.
- ii. They can speak for or against the motion.
- iii. They speak to the chair.
- iv. Each speaker normally speaks for 3 minutes or less. The chair can set a longer or shorter time limit.
- v. Normally, the chair will allow a member to speak more than once on an item only after others who want to speak have done so.

4. Amendments

Members can suggest an amendment to a main motion during discussion. An amendment must be moved and seconded like any other motion. An amendment can:

- take out part of the main motion
- add to it, or
- change parts of it.

An amendment cannot:

- be unrelated to the main motion, or
- be, in the opinion of the chair, directly against the meaning of the main motion.

All speakers must speak about the amendment once it has been moved and seconded. They continue to do so until the amendment has been voted on. The chair will keep a separate speakers' list for the discussion on amendments.

(a) Friendly Amendments

A member can ask that the mover and seconder of the main motion accept an amendment as "friendly". If they agree that it is a "friendly" amendment, it becomes part of the main motion.

(b) More Than One Amendment

The chair can accept more than one amendment if:

- the amendments have been moved and seconded
- they would change the same part of the motion, or
- a second amendment would change the terms of the first one.

The chair can limit the number of amendments at any one time. After the meeting deals with them, the chair can allow members to move other amendments.

(c) Order of Voting on Amendments

The order of discussion and voting on amendments is the **reverse** of the order in which they were moved. This means that discussion and voting begins with **the last amendment moved**.

Any amendment to the main motion that is passed becomes part of the main motion. When there are no more amendments to be discussed, members vote on the (amended) main motion.

(d) Majority of Votes

An amendment must have the same majority as the motion that it amends. Therefore, an amendment to a proposed by-law must have a two-thirds majority.

5. Withdrawing a Motion

The member who moved a motion can withdraw it at any time during the discussion if the seconder agrees.

6. Voting

The chair calls for a vote once every member who wishes to speak has spoken.

(a) Majority

Motions are decided by simple majority unless the Act or the co-op's by-laws say otherwise.

A simple majority vote is more than half of the votes cast, without counting abstentions. A two-thirds majority is two-thirds of the votes cast without counting abstentions. If the co-op votes by ballot, a spoiled ballot will not be considered a vote cast.

(b) Chair

The chair rules on whether or not the motion has passed. Any member can request a recount of votes.

Motions About Procedure**(a) Calling the Question**

A member who wishes to end the discussion can call for an immediate vote by saying "I call the question" or "I move to end the debate". This motion to **call the question** needs a seconder. The chair will immediately ask members to vote on whether they want to finish the discussion at this point. A two-thirds majority is needed.

If the motion to call the question is carried, the members then vote on the main motion or amendment.

If the motion to call the question is defeated, members can continue to discuss the main motion or amendment.

(b) Motions to Defer, Refer, or Table a Motion

During the discussion on a main motion or an amendment, any speaker can move to

- defer the question
- refer the question, or
- table the motion.

Motion to defer the question

This motion needs a seconder. Members can debate it. It must state the date or time at which the members will discuss the question.

Motion to refer the question

This motion needs a seconder. Members can debate it. It must state to whom the question is referred.

Motion to table the motion

This motion needs a seconder. Members do not debate it.

(c) Motions that Waste Time

The chair can rule a motion out of order on the grounds that it is absurd or wasting time, and not worth the members' attention.

7. Interruptions

Members can speak out of turn if they wish to raise:

- a point of order

- a point of information
- an appeal against the chair's ruling
- a question of privilege.

They can also speak out of turn if they wish to **call the question**.

Once a **point of order** is raised, the chair rules whether it is correct or not, and acts accordingly.

Members who have:

- an important piece of information, or
- a question which will save time in the discussion

can raise a **point of information**.

Members can **appeal** when they think a ruling of the chair is not correct. The appeal needs a seconder, and is not discussed. Both the chair and the member who makes the appeal can give their reasons. The question: "Do we confirm the decision of the chair?" is put to the vote. The chair does not vote. If the vote is tied, the chair's ruling is confirmed.

A **question of privilege** does not need a seconder. It is not discussed. The chair rules on the question without calling for a vote.

Schedule B**Board Responsibilities**

The board has the following responsibilities:

Members

- approves or rejects membership applications as stated in the by-laws
- sets the advance agenda for all general members' meetings
- reports to the members on the activities of the board and committees
- pays attention to the social and community needs of the members, and
- makes sure that education about co-operatives is available to members.

Finances

- oversees the financial affairs of the co-op
- makes financial decisions for the co-op, and
- makes sure that the co-op has enough insurance coverage.

Organization

- makes sure that the by-laws and continuing resolutions of the board are adopted and reviewed regularly
- gives a clear outline of the responsibilities of staff, committees and members
- directs and coordinates the activities of all committees
- makes sure that the co-op's property is well maintained, and
- involves the co-op in the broader co-operative movement and in the local community.

Employees

- hires, fires and directs employees as stated in the by-laws
- sets the salary and employment terms of employees, and
- makes sure that education about co-operatives is available to employees.

The board can delegate some of these responsibilities to committees or staff. However, the board has the final responsibility.

Schedule C**Agreement to be a Director****Harry Sherman Crowe Housing Co-operative Inc.**

I agree to be a director of the co-op.

I agree that any director can participate in a board meeting by telephone or other communication equipment as long as all persons in the meeting can hear each other.

Name: _____

Signature: _____

Date: _____

Schedule D**Confidentiality Agreement****Harry Sherman Crowe Housing Co-operative Inc.**

Confidential information is

- personal and financial information about members
- personal information about co-op employees, and
- information about co-op business which should be kept secret to protect the co-op.

I agree that I will keep secret any confidential information that I know through my position with the co-op unless authorized by the board of the co-op. This applies while I am a member of the co-op and after I leave the co-op.

Name: _____

Signature: _____

Schedule E**Directors Indemnity Agreement****Harry Sherman Crowe Housing Co-operative Inc.**

To: _____

You have agreed to be a director. The Co-operative agrees to indemnify you to the maximum extent permitted by section 110 of the *Co-operative Corporations Act*. This includes paying for any judgment or costs against you less any costs that result from failing to comply with your duties to the Co-operative.

Signature for the co-op: _____

Position: _____

Date: _____

APPENDIX V

Commercial List File Number: 22-00688248-00CL	YR/CL#####
Civil File Number:	YR/CV#####

Date: _11 November 2025

SUPERIOR COURT OF JUSTICE **COMMERCIAL LIST**

9:30 A.M.Scheduling/Chambers HEARING REQUEST FORM for matters already on The Commercial List

A	PLEASE NOTE: The 9:30 hearing procedure is only for <i>ex parte</i> (must be justified), urgent, scheduling and consent matters which take no longer than 15 minutes" This restriction will be enforced. This matter is (tick one or more); <input type="checkbox"/> <i>ex parte</i> <input type="checkbox"/> urgent <input type="checkbox"/> scheduling <input type="checkbox"/> consent <input type="checkbox"/> other (explain) OR <input type="checkbox"/> Case Conference These appointments can be for longer than 15 minutes. Specify requested length: 45mins
B	Short Title of Proceeding: The City of Toronto v Harry Sherman Housing Co-operative Inc. et al
C	Date(s) Requested: 28 November 2025
D	The following is a brief description of the matter to be considered at the 9:30 appointment: <ol style="list-style-type: none"> 1. Enforcement of court order dated June 03, 202, clause (42) with respect to legal fees reasonably incurred by Counsel for the Board. 2. An order allowing the present board to hold a public townhall meeting to discuss public accusations made at the last townhall held on August 19, 2025, by the Receiver and legal counsel
E	The following materials will be necessary for the matter to be considered. (it is the responsibility of counsel to confirm that the proper materials are available for the Court.) Court Order of Justice Kimmel dated June 03, 2025 and aide memoire
F	Is any Judge seized of these matters or any judicial conflicts? <input type="checkbox"/> No <input type="checkbox"/> The Honourable Justice Kimmel

COUNSEL FOR APPLICANT/MOVING PARTY		COUNSEL FOR RESPONDENT / OTHER PARTY	
Party	The City of Toronto	Party	Harry Sherman Crowe Housing Co-operative
Counsel	Mark Siboni	Counsel	Courtney Betty
Address	Metro Hall, 26 th Floor, 55 John Street, Toronto, ON, M5V 3C6	Address	2300 Yonge Street, Suite 1600, Toronto, ON, M4P 1E4
Phone	416-392-9786	Phone	416-972-9472
Fax	416-397-5624	Fax	
E-Mail	mark.siboni@toronto.ca	E-Mail	betty@bettyslaw.com

(IF MORE THAN 2 PARTIES INVOLVED, ADD ADDITIONAL SIGNATURES AND PARTICULARS ON REVERSE OR SEPARATE PAGE)

Name of Person Appearing	Name of Party	Contact Information
Philip Cho	Counsel for the Receiver TBD Restructuring Ltd.	pcho@weirfoulds.com
Arif Dhanani	Receiver	dhanani@tbdadvisory.ca

To be submitted to: Commercial List Office, 330 University Avenue, 9th Floor, Toronto Ontario **via email to**
mag.csd.to.scjcom@ontario.ca

Endorsement/Disposition

APPENDIX W

Arif Dhanani

From: Philip Cho <pcho@weirfoulds.com>
Sent: Thursday, October 30, 2025 4:17 PM
To: Courtney Betty
Cc: Betty's Law Office; Arif Dhanani; Kelsey Ivory; Tenechia Williams; Bobbie-Jo Brinkman; Angela Jameer
Subject: RE: City of Toronto v HSC

External sender

Mr. Betty, your email below is not helpful nor professional. This correspondence will be brought to the court's attention as it continues a pattern of bald, unprofessional and inappropriate allegations of conduct made against a court-officer and its counsel.

Rather than provide you with three dates in November that may not have any connection to the court's availability, I am providing you with the dates in November that I would be unavailable for a case conference (in accordance with the practice direction these are scheduled at 9:30).

- November 3, 4, 5, 7, 14 and 26

I look forward to hearing back from you with respect to Justice Kimmel's availability for a case conference.

PHILIP CHO | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com



66 Wellington Street West, Suite 4100, P.O. Box 35, TD Bank Tower, Toronto, Ontario, Canada. M5K 1B7 | T. 416-365-1110 | F. 416-365-1876 | www.weirfoulds.com

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From: Courtney Betty <bettyslaw.com>
Sent: October 29, 2025 1:52 PM
To: Philip Cho <pcho@weirfoulds.com>; Tenechia Williams <tenechia@bettyslaw.com>; Bobbie-Jo Brinkman <bbrinkman@weirfoulds.com>; Angela Jameer <ajameer@weirfoulds.com>
Cc: Betty's Law Office <info@bettyslaw.com>; a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com; a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com
Subject: RE: City of Toronto v HSC

[External Message]

What I am searching for is to have You abide by the Order of The Court.

From: Philip Cho <pcho@weirfoulds.com>
Sent: October 29, 2025 1:35 PM
To: Tenechia Williams <tenechia@bettyslaw.com>; Bobbie-Jo Brinkman <bbrinkman@weirfoulds.com>; Angela Jameer

<ajameer@weirfoulds.com>

Cc: Courtney Betty <betty@bettyslaw.com>; Betty's Law Office <info@bettyslaw.com>;
a33abcd24cb46679233191ff232d7de@lawmail.cosmolex.com

Subject: Re: City of Toronto v HSC

Hello, have you obtained availability from the court? I'm not sure what you are looking for - just three dates in November? Also are you canvassing with Mr. Siboni?

PHILIP CHO (he/him/his) | Partner | T. [416-619-6296](tel:416-619-6296) | C. [647-638-7828](tel:647-638-7828) | pcho@weirfoulds.com

WeirFoulds LLP

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From: Tenechia Williams <tenechia@bettyslaw.com>

Sent: Wednesday, October 29, 2025 11:25 AM

To: Philip Cho <pcho@weirfoulds.com>; Bobbie-Jo Brinkman <bbrinkman@weirfoulds.com>; Angela Jameer <ajameer@weirfoulds.com>

Cc: Courtney Betty <betty@bettyslaw.com>; Betty's Law Office <info@bettyslaw.com>;
a33abcd24cb46679233191ff232d7de@lawmail.cosmolex.com
<a33abcd24cb46679233191ff232d7de@lawmail.cosmolex.com>

Subject: RE: City of Toronto v HSC

[External Message]

Good Morning,

As per the endorsement of Justice Kimmel on October 21, 2025, Mr. Betty intends to request a case conference on behalf of the Board to address some issues. Kindly advise on 3 available dates for November 2025 by EOD tomorrow.

Tenechia Williams

Operations Manager, LLB, LLM

Betty's Law Office

2300 Yonge St, #1600

Toronto, ON, M4P 1E4

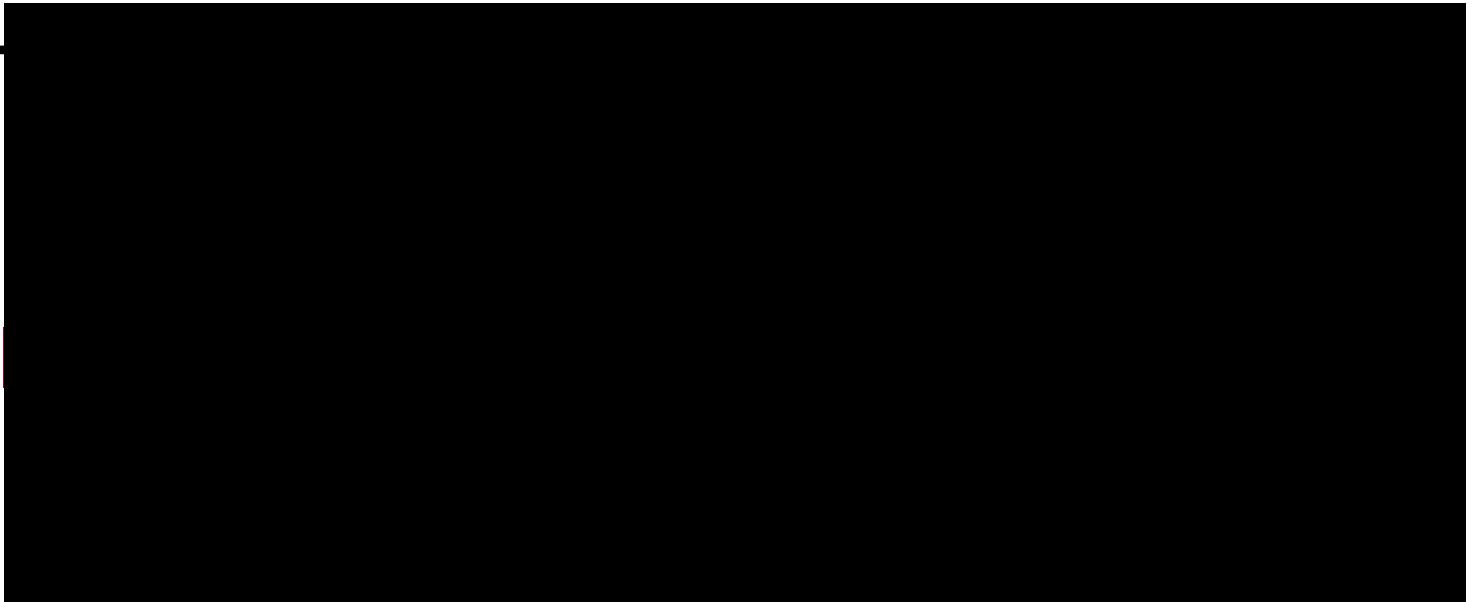


416-972-9472 ext. 105

[https://bettyslaw.com](http://bettyslaw.com)

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APPENDIX X



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From: Philip Cho <pcho@weirfoulds.com>

Sent: August 6, 2025 11:22 AM

To: Courtney Betty <betty@bettyslaw.com>

Cc: Tenechia Williams <tenechia@bettyslaw.com>; Mark Siboni <Mark.Siboni@toronto.ca>; Kelsey Ivory <kivory@weirfoulds.com>

Subject: RE: Harry Sherman Crowe - Request to Access Co-op Funds

Mr. Betty, please let us know what dates are available and I would be pleased to accommodate. However, I'm not sure where the disconnect is between your position and the Receiver. Can you please articulate your position so that the Receiver can consider before we meet before Justice Kimmel? As the Receiver understands, the Court made the following order on June 3:

- That the as-of-yet unbilled legal expenses incurred by legal counsel for the Board in connection with the Receiver's Second Report Approval Motion are approved up to an all-inclusive maximum of \$10,000 (or such lesser amount is substantiated and/or awarded by the court in its discretion at or after that motion): para. 42 of the June 3 Endorsement
- Reference should be had to para. 40 of the June 3 Endorsement as well, which provides that:
 - The court requires evidence of the need for advance funding and what it is for, and will not write a blank cheque. Given the timing, the court is provisionally approving a budget up to a maximum of \$10,000 in legal expenses for Betty's Law to provide legal representation to the Board in connection with the upcoming Receiver's Second Report Approval Motion, subject to the submission at the hearing a costs outline (or something similar to detail the

basis for any amount of funding sought) that supports that amount of legal fees and disbursements that the funding is requested to cover and how it was calculated. It shall still remain in the discretion of the court to determine the amount of legal expenses, if any, that will be approved for funding in connection with this motion, up to this maximum amount.

It is clear that the approval of up to \$10,000 was provisional and remained subject to the Court's discretion following the Second Report Approval Motion. Following the Second Report Approval Motion, Justice Kimmel's June 30 endorsement provided:

- Given the outcome of the RFEIQ process approval (largely in favour of the Receiver) and the timing of the Board's withdrawal of its opposition to the other aspects of the relief sought by the Receiver, no costs are awarded to or in favour of the Board.

As a result, please explain your understanding of the Court's orders in relation to the June 24 Invoice.

Thank you.

PHILIP CHO | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com



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From: Courtney Betty <betty@bettyslaw.com>
Sent: August 6, 2025 11:05 AM
To: Philip Cho <pcho@weirfoulds.com>
Cc: Tenechia Williams <tenechia@bettyslaw.com>; Mark Siboni <Mark.Siboni@toronto.ca>; Kelsey Ivory <kivory@weirfoulds.com>; a33abca24cb46679233191ff232d7de@lawmail.cosmolex.com
Subject: RE: Harry Sherman Crowe - Request to Access Co-op Funds

[External Message]

Thank you, Phillip. I will arrange a case conference to address your predictable attempt to avoid the payment ordered by the Court.

From: Philip Cho <pcho@weirfoulds.com>
Sent: August 6, 2025 11:01 AM
To: Courtney Betty <betty@bettyslaw.com>
Cc: Tenechia Williams <tenechia@bettyslaw.com>; Mark Siboni <Mark.Siboni@toronto.ca>; Kelsey Ivory <kivory@weirfoulds.com>
Subject: RE: Harry Sherman Crowe - Request to Access Co-op Funds

Mr. Betty,

As you know, we were provided with a copy of your firm's invoice by email from Ms. Williams on June 27, 2025. We acknowledged receipt that same day. However, Justice Kimmel had not yet released her decision from the June 20 hearing and as such, it was premature at that time to consider the request for payment of the legal fees incurred by the Board.

Since Justice Kimmel released her reasons for decision on June 30 declining to award any costs in favour of the Board, there was no further action required. No amounts are payable as per paragraph 64 of her Reasons: "Given the outcome of the RFEIQ process approval (largely in favour of the Receiver) and the timing of the Board's withdrawal of its opposition to the other aspects of the relief sought by the Receiver, no costs are awarded to or in favour of the Board."

We trust this concludes the matter of the June 24, 2025 invoice.

PHILIP CHO | Partner | T. 416-619-6296 | C. 647-638-7828 | pcho@weirfoulds.com



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From: Mark Siboni <Mark.Siboni@toronto.ca>
Sent: August 5, 2025 4:29 PM
To: 'Courtney Betty' <[bettyslaw.com](mailto:betty@bettyslaw.com)>
Cc: Philip Cho <pcho@weirfoulds.com>; 'Tenechia Williams' <tenechia@bettyslaw.com>; 'a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com' <a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com>
Subject: RE: Harry Sherman Crowe - Request to Access Co-op Funds

[External Message]

Good afternoon Mr. Betty,

We note that the original request we attached to our response below was properly addressed to the Receiver. We thus do not view this as starting the process over again, rather, as ensuring that the proper channels of authority are followed in order to respond to the request. No disrespect was intended.

Yours truly,

Mark Siboni | Lawyer, Litigation Section
 City of Toronto | Legal Services Division
 Metro Hall, 26th Floor, Stn. 1260 | 55 John Street | Toronto ON | M5V 3C6
 T: [416.392.9786](tel:416.392.9786) | F: [416.397.5624](tel:416.397.5624) | E: mark.siboni@toronto.ca

From: Courtney Betty <[bettyslaw.com](mailto:betty@bettyslaw.com)>
Sent: August 5, 2025 4:15 PM
To: Mark Siboni <Mark.Siboni@toronto.ca>
Cc: 'Philip Cho' <pcho@weirfoulds.com>; Tenechia Williams <tenechia@bettyslaw.com>;

a33abcda24cb46679233191ff232d7de@lawmail.cosmolex.com

Subject: [External Sender] RE: Harry Sherman Crowe - Request to Access Co-op Funds

Mark,

There is a great deal I would like to say but I will save that for the right day. You received the invoice and made no attempts to have it paid and now ask us to start the process all over again. Unfair and demonstrates a clear lack of professional respect for counsel.

From: Mark Siboni <Mark.Siboni@toronto.ca>

Sent: August 5, 2025 3:46 PM

To: Courtney Betty <[bettyslaw.com](mailto:betty@bettyslaw.com)>

Cc: 'Philip Cho' <pcho@weirfoulds.com>; Tenechia Williams <tenechia@bettyslaw.com>

Subject: Harry Sherman Crowe - Request to Access Co-op Funds

Good afternoon Mr. Betty,

We write in response to the follow-up emails sent in connection with the request made by Betty's Law Office in the attached email.

As you are aware, the request being made is to access the funds of the Co-op. Under the terms of the receivership that has been put in place by Court Order, it is the Receiver – as an officer of the Court – and not the Service Manager who is responsible for managing the assets of the Co-op and providing access to Co-op funds. This request is one that should be directed to the Receiver and their counsel.

We have copied counsel for the Receiver on this correspondence so that you can address any request you have to them.

Yours truly,

Mark Siboni | Lawyer, Litigation Section
City of Toronto | Legal Services Division
Metro Hall, 26th Floor, Stn. 1260 | [55 John Street | Toronto ON | M5V 3C6](https://www.toronto.ca/55-john-street-toronto-on-m5v-3c6)
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APPENDIX Y

**HARRY SHERMAN CROWE HOUSING
CO-OPERATIVE INC.,
51 THE CHIMNEYSTACK ROAD,
TORONTO, ON. M3J 3L9**

**A BY-LAW ABOUT THE RIGHTS AND OBLIGATIONS
OF THE CO-OP AND THE MEMBERS**

By-law No. [6 Revised]

OCCUPANCY BY-LAW

Passed by the Board of Directors on January 13, 2015

Confirmed by the Members on February 10, 2015

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Article 1: ABOUT THIS BY-LAW

1.1 Introduction

This By-law states the basic rules for the co-op to provide housing for its members and the basic rights and obligations of the co-op and the members.

1.2 Priority of this By-law

(a) Conflict with other by-laws

This By-law governs over other co-op by-laws if there is a conflict. By-laws passed after this By-law can amend or add to this By-law, but they have to specifically state this.

(b) References to other by-laws

Some parts of this By-law refer to other co-op by-laws. If the co-op does not have the by-law referred to, the board of directors will decide on anything which would have been in the by-law. This does not apply if the co-op has the by-law, but just uses a different name for it.

(c) No unauthorized commitments

No one can commit to anything dealing with occupancy rights on behalf of the co-op unless authorized under this By-law. Any unauthorized commitment is not effective.

1.3 Repeals

The following bylaws, or parts of by-laws, are repealed when this by-law becomes effective:

- (a) The Occupancy By-law (By-law No. 6, 1993, and un-numbered by-law of 1998).
- (b) The Organizational By-law (By-law No. 26), Article 2.4

1.4 Laws about Occupancy

(a) Main laws

In addition to this By-law certain laws affect occupancy at the co-op. These include the following laws in addition to other government requirements.

- A. The *Co-operative Corporations Act* governs the co-op. Parts of the *Co-operative Corporations Act* has important rules about occupancy that are not in this By-law.
- B. The *Residential Tenancies Act* has rules about co-op evictions that are not in this By-law.
- C. The Ontario *Human Rights Code* has important rules about housing that affect the co-op.
- D. If the co-op received funding under an Ontario government program, it may have to follow rules about occupancy under the *Housing Services Act*. The co-op's service manager may also have rules about occupancy.

(b) Changing by-laws

If any part of this By-law breaks any laws, the board of directors will pass by-law amendments to correct the situation and submit them to the membership for approval. This could happen if there are changes in the laws or new interpretations.

1.5 Occupancy Agreement

(a) Standard form

The Occupancy Agreement, Schedule A, is part of this By-law. All members must sign it when their membership in the co-op begins. The Occupancy Agreement includes Appendixes that have to be signed at the same time or later.

- **Appendix A: Member Charges.** This applies at the time of signing the Occupancy Agreement. It does not have to be updated each year when charges change.
- **Appendix B: Household Members.** This applies at the time of signing the Occupancy Agreement. If there are changes, the member has to notify the co-op as stated in section 9.5 (Reporting Change in Household Size). A new Appendix B should be signed.
- **Appendix C: Housing Charge Subsidy Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will receive housing charge subsidy. If the member gets housing charge subsidy at a later time, Appendix C has to be signed before the housing charge subsidy starts. Up-to-date Appendixes A and B have to be signed at the same time.
- **Appendix D: Special Needs Unit Terms.** This has to be signed at the same time as the member signs the Occupancy Agreement if the member will occupy a special needs unit. If the member gets a special needs unit at a later time, Appendix D has to be signed then.

(b) Who signs

The Occupancy Agreement must be signed by all co-op members who will occupy the unit.

The Appendixes must be signed by all members and any non-member occupants 16 years old or older.

(c) Government requirements

To meet government requirements, the Appendixes to the Occupancy Agreement can be changed by the board of directors without amending this By-law.

(d) Occupancy Agreement applies

The co-op and the members must obey this By-law, including the Occupancy Agreement and Appendixes, even if a particular member has not signed an Occupancy Agreement or Appendix or has signed an older version of the Occupancy Agreement or Appendix.

(e) Special requirements

Some by-laws and agreements only apply to certain members. Both the co-op and those members must obey them. Examples are performance agreements and by-laws dealing with housing charge subsidy.

1.6 Special Meanings

(a) Business day

A “business day” in this By-law means any day that is not a Saturday, Sunday or public holiday.

(b) Eviction

The *Co-operative Corporations Act* and the *Residential Tenancies Act* use words like “terminating membership and occupancy rights” or “terminating occupancy rights.” In this By-law these are also referred to using words like “evicting the member” or “eviction.”

(c) Government requirements

“Government requirements” means the laws, regulations or agreements with government bodies that apply to co-ops. This includes the ones stated in section 1.4 (Laws about Occupancy).

(d) Housing charge subsidy

“Housing charge subsidy” in this By-law means geared-to-income subsidy, or any other subsidy for housing charges, or any income-based or similar reduction in housing charges.

(e) Housing charges

In this By-law “housing charges” means all charges that the co-op makes to members or that members owe the co-op.

- “Full monthly housing charges” means the housing charges calculated monthly before deducting or crediting any housing charge subsidy.
- “Subsidized monthly housing charges” means the full monthly housing charges after deducting or crediting any housing charge subsidy.

(f) Legal action

A “legal action” under this By-law includes an application to the Landlord and Tenant Board or to the courts.

(g) Manager

In the By-law the co-op “manager” refers to the senior staff person. That person could have a different job title. Also, in some cases the board of directors or manager may authorize other staff members to perform some of the manager’s duties mentioned in this By-law.

(h) Performance agreement

A “performance agreement” includes an arrears payment agreement.

(i) Staff

“Staff” refers to employees of the co-op and to property management companies and other contractors and their employees.

(j) Year

When this By-law refers to a “year”, it means a consecutive twelve-month period. This is not necessarily a calendar year. The co-op decides what twelve-month period to use in each case.

1.7 Summary of Time Requirements

Attachment A at the end of this By-law is a summary of the time requirements for some actions by the co-op as required under this By-law and the *Co-operative Corporations Act*. In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Article 2: MEMBERS' RIGHTS

2.1 Use of a Unit and the Co-op's Facilities

The co-op gives members the right to:

- live in their housing unit
- use their parking space if any,
- use the co-op's common facilities, and
- be involved in the governance of the co-op.

Co-op by-laws limit members' rights.

Article 3: MEMBERS' CONTRIBUTIONS

3.1 Housing Charges

(a) Monthly housing charges

Each member must pay housing charges to the co-op. Monthly housing charges are made up of:

- the full monthly housing charges for the member's unit, less any housing charge subsidy
- parking charges, if applicable
- other monthly charges that members must pay under any of the co-op by-laws.

(b) Other housing charges

Each member must pay additional housing charges, if applicable. These include:

- the membership fee of \$25.00 per member (once only)
- late payment charges
- bank or financial institution charge for NSF cheques or failed payments
- NSF administration or failed payment charges
- other charges that members must pay under any of the co-op's by-laws.

(c) Not included in housing charges

Housing charges do not include the following costs to a member:

- electricity for a unit
- utilities for a unit (other than electricity)
- cable television charges
- telephone for a unit
- insurance on the member's personal property
- the member's personal liability insurance.

If the co-op has to pay for any of these, the cost will be added to the member's housing charges.

(d) Adjusting items in housing charges

This By-law has to be amended in order to change the items that are included in housing charges or not included in housing charges.

3.2 Member Involvement

Members must attend all general members' meetings. Members should take part in the other activities of the co-op.

3.3 Payment of Housing Charges

(a) Time of payment

Housing charges are due each month before noon on the first business day of the month.

(b) No cash payments

Housing charges cannot be paid in cash.

(c) Pre-authorized payment

Members can pay housing charges in a pre-authorized way. This is usually more convenient for both members and co-op staff. This includes:

- pre-authorized debit, if available at the co-op
- pre-authorized payment, if available at the co-op
- post-dated cheques.

Arrangements can be made at the co-op office.

(d) Other ways to pay

Members can pay each month by debit card at the co-op office, if debit card is available at the co-op.

Members who do not pay in any of the ways stated above have to pay by monthly cheque or money order. These have to be delivered to the co-op office. If no one is in the office, they can be put into the co-op office mail box.

3.4 Other Charges

Members are responsible for and must pay the co-op for any extra costs, charges or expenses caused by:

- any member of their household, or
- anyone permitted on co-op property by the co-op member or another member of their household.

This applies even if no co-op by-law has been broken. Examples include debt collection charges and the cost of repairs.

3.5 Member Deposit

(a) Paying the member deposit

Members must pay a member deposit to the co-op. This deposit cannot be used as the last month's housing charges. Members must pay this deposit before moving into their unit, unless the co-op allows them to pay it over time. This could be over several months. This must be stated in a deposit payment agreement prepared by the manager and signed by the member and the co-op.

(b) Amount of the member deposit

If members pay the full monthly housing charges, they must pay a member deposit equal to the monthly housing charges.

If members receive housing charge subsidy, they must pay a member deposit equal to their monthly subsidized housing charges.

The member deposit is rounded to the nearest dollar.

(c) Adjusting the member deposit when housing charges change

If members pay the full monthly housing charges, the amount of the member deposit will be adjusted by the same percentage as any change in the member's monthly housing charges.

Members must pay the amount of any increase on a date set by the board of directors unless the members' meeting approving the new housing charges decides on a different date. If there is a reduction, members will get a credit on future charges.

If members receive housing charge subsidy, the amount of the member deposit will be adjusted annually after the annual review of household income and composition. It will change to the new amount of the monthly subsidized housing charges. Members must pay the amount of any increase on a date set by the board of directors. If there is a reduction, members will get a credit on future charges.

(d) Returning the member deposit

The co-op will return the member deposit when the member and the member's household leave the co-op permanently. Before returning the deposit, the co-op can deduct any amount which the member owes because:

- the member did not give enough notice
- the unit was not left in the condition required under the co-op by-laws
- the member owes money to the co-op, or
- the member did not pay their last month's housing charges.

(e) Interest on the member deposit

The co-op will not pay interest on the member deposit.

3.6 Housing Charges Are Per-Unit

Housing charges and member deposits are payable on a per-unit basis. If more than one member occupies a unit, they are each responsible for the total housing charges—not just a share of them. It does not matter if they are members of the same family or what arrangement they have between them. They must make one single monthly payment to the co-op.

If any person moves out of the unit, the remaining members in that unit are still responsible for all the charges which apply to the unit.

3.7 Housing Charge Subsidy

Members who have a housing charge subsidy owe the co-op the full housing charges less the subsidy. If the housing charge subsidy funds are provided by government or other funders and the co-op does not receive the subsidy funds, the members must pay the full housing charges. It does not matter why the funds were not received. It could be because a member was not entitled to the housing charge subsidy, or the funder changed its policies, or for any other reason.

Article 4: Setting Housing Charges

4.1 The Members Set the Full Monthly Housing Charges

The full monthly housing charges can be set only by a majority vote of the members at a general meeting. Members do this annually or more often as needed. A budget must be presented to the members for approval when they are asked to consider a change in housing charges. Existing charges continue until the members approve a change. The members may approve charges that are different from those proposed in the budget.

4.2 Annual Budgets

(a) Operating budget

Each year the board of directors will submit an operating budget for the next fiscal year for approval of the members at a general meeting. The operating budget must contain:

- the total expected cost of operating the co-op
- a breakdown of the total expected cost in detailed categories
- the full monthly housing charges proposed for each unit or kind of unit
- the charges proposed for each service provided to members and charged separately, such as parking spaces.

(b) Capital budget

The board must also prepare a capital budget for approval of the members if it is planning capital expenses. If possible, it should be presented to the members at the same time as the operating budget. A capital budget must contain:

- the proposed capital expenses
- the proposed source of funds
- the effect of the proposed expenses on the co-op's capital reserve
- the effect of the proposed expenses on the co-op's future operating budget
- the estimated timeline for the capital expenses.

(c) Approval by members

Approval of an operating budget or capital budget by the members authorizes the board to spend money as stated in the budget subject to the Spending By-law, if the co-op has one.

4.3 Notice of Proposed Budget

A general meeting can consider a proposed budget and proposed housing charges only if the notice of the general meeting states that a budget will be considered. The notice must be given as required by the *Co-operative Corporations Act* and the by-laws. A copy of the proposed budget must be delivered to each unit at least five days before the budget meeting. This must include the full housing charges for each type of unit if changes are proposed.

4.4 Changes in Housing Charges

(a) Beginning of changed housing charges

Any change in the full monthly housing charges will begin on the first day of the third month after the members decide on the change. The members at a general meeting can decide by a two-thirds vote on a different date for the new charges to begin, including an earlier date.

(b) Notice of change

Notice of a change in the full housing charges must be delivered to each unit within a reasonable time after the meeting. Government requirements may state a time period.

4.5 Mid-year Change in Housing Charges

The board of directors may decide that there should be a change in the budget and/or housing charges during a fiscal year. If so, the board will prepare a budget or statement showing the reason for the change and submit it to a meeting of the members. Section 4.3 of this By-law states how the co-op will give notice of this meeting. Timing and other rules about any change will be as stated in sections 4.1 to 4.4 as applicable.

Article 5: Members' Units

5.1 Maintenance and Repair

(a) Responsibility of the co-op

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government requirements.

(b) Common elements

The co-op must keep the co-op property and all services and facilities of the co-op to the same standard as the units.

(c) Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order.

(d) Responsibility of members

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements.

(e) Co-operation with the co-op

Members must co-operate in all reasonable ways with co-op staff and any tradespeople or contractors who are involved in repair and maintenance. This includes making sure that their unit is ready for access as stated in section 5.2(b) (Notice of entry).

(f) Reporting problems

Members must promptly report to the co-op any condition in their unit, the equipment in the unit or their building, if it could cause damage to their unit or co-op property.

(g) Maintenance and Improvements By-law

The co-op's Maintenance and Improvements By-law, if there is one, or other co-op by-laws, may have more detail on maintenance and repair responsibilities. The co-op and the members must obey those by-laws.

(h) Alterations and improvements

Members cannot make alterations and improvements to their units or co-op property, unless they comply with the terms of the Maintenance and Improvements By-law or any other applicable co-op by-laws. Members must get advance written permission from the board of directors unless those by-laws say something else.

(i) **Changing locks**

Members cannot change their locks without advance written permission from the co-op. They have to give the co-op keys to new locks or cards, fobs or other things needed for access.

(j) **Neglect of responsibilities**

If members do not fulfil their responsibility under this section, the Maintenance and Improvements By-law or any other applicable co-op by-laws, the co-op can do what is necessary to correct the situation. Those members have to pay the cost.

(k) **Moving out of the unit**

When members move out of a unit, they have to leave it clean and in good condition. The unit has to be left in the condition required by the Maintenance and Improvements By-law, if there is one, or other applicable co-op by-laws.

5.2 Privacy

(a) **Permission needed**

Members have the right to privacy. The co-op may not enter a unit without permission unless an emergency happens or appears to be happening or proper notice has been given.

(b) **Notice of entry**

After giving a member 48 hours written notice, someone designated by the co-op can enter a unit, at any reasonable time, for:

- maintenance inspections, regular or special
- maintenance, repairs or renovations, or
- any other reason which the board of directors decides.

(c) **Showing unit**

After giving a member 24 hours written notice, the co-op can enter the unit to show it to a prospective occupant at any reasonable time. The co-op can do this if:

- the members have given notice to end their membership and occupancy rights, or
- the co-op has given notice of a board of directors' decision to evict the member.

(d) **Time of entry**

Any entry notice can give a time range and not necessarily a specific time. The time range can be longer than one day and the notice can allow more than one entry into a unit. The member does not have to be present at the time of entry.

(e) One notice per unit

Only one notice needs to be given under this section for all members and others in a unit.

5.3 Damage by Fire, etc.

(a) Major damage

If there is major damage affecting a large number of units, the board of directors will examine the situation and propose a solution. The membership will make the final decision at a members' meeting.

(b) Other damage

If only one or a small number of units are damaged, the board of directors will consult with the members living in the units to deal with the situation. If those members do not agree with the proposed solution, the membership will make the final decisions at a members' meeting. The board can give these decisions priority over the internal and external waiting lists.

(c) Things to decide

The board of directors and members will consider questions such as the following:

- Should the unit be repaired?
- How quickly?
- When will the members be required to move out?
- When will the members be entitled to move back?
- Will there be any charges to the members during the period?
- Are there any available units that the members can occupy until their unit is repaired?
- Should there be any priority on the co-op's internal or external waiting list?

(d) Limit of co-op responsibility

The co-op does not have to provide a housing unit, or pay for increased housing charges, or rent to an outside landlord, or any other costs, because of damage unless the costs are covered by the co-op's insurance or are payable by a government or other subsidy provider. The co-op does not have to repair a unit and can terminate membership and occupancy rights because of damage if that is part of the decision under this section.

(e) What is damage?

Damage under this section is anything that makes a unit uninhabitable. It could be a specific event, such as a fire, or a condition like mould or insect infestation.

5.4 Members' Insurance

Members can obtain public liability insurance and property insurance for their unit. The co-op, co-op staff, contractors and other members will not have any liability to a member or a person in a member's household for things that would be covered by a normal renter's or co-op member's insurance policy. It does not matter what caused any loss and it does not matter whether the member or anyone in the household had any insurance.

Article 6: Use of Units

6.1 Residences

Units must be used as private residences for members, their households and other persons allowed by this By-law.

6.2 Principal Residence

Each member must use the member's co-op unit as the member's principal residence and personally occupy it. A member may not be absent from the co-op unit for a total of more than three months in any year without the permission of the board of directors. The unit must remain the member's principal residence while the member is absent. Members will be considered absent from their units even if they visit them for short periods. Government requirements or co-op by-laws may set limits on absence from units for members who receive housing charge subsidy. Members who receive housing charge subsidy should check section 8.6(a) (Sub-Occupancy and Absence from Unit—Housing charge subsidy).

6.3 Related Uses

(a) Related uses permitted

"Related uses" are typical home business uses that are related or incidental to the use of a unit as a member's principal residence. Members can have one or more related uses, if:

- the use is permitted by government requirements, including zoning by-laws
- the use does not create disturbance beyond what is appropriate in a residential community like the co-op, such as by too much noise or too many visitors
- the use does not involve excessive demands on co-op utilities and services, such as electricity, and
- co-op by-laws are obeyed.

(b) No rooming or boarding houses

Related uses do not include using a unit as a rooming house, or boarding house, or providing food or lodging for others or renting space or anything similar. Those uses are prohibited except for sub-occupancy and sharing permitted under this By-law.

(c) Insurance and liability

A member must have all insurance that is reasonable for a related use including any insurance that is needed to meet government requirements. The member must give the co-op a current copy of the insurance policy and any changes. The member will obey any directions by the co-op about the insurance so that it will protect the co-op in addition to the member. The member will be responsible for any claims against the co-op, co-op staff, contractors and other members and occupants that are connected to any related use by the member.

6.4 No Transfer of Membership or Occupancy Rights

Members cannot transfer their membership or their occupancy rights to anyone else.

6.5 No Profit from Unit

(a) When leaving co-op

Members must not profit, directly or indirectly, when they leave the co-op.

(b) Sub-occupancy or sharing

Members must not profit, directly or indirectly, when they allow others to use their unit. This includes sub-occupancy of the unit when the member is away or any sharing arrangement.

(c) Examples

Examples of profit are key money and placing too great a value on the furnishings of a unit. Profit does not include guests or sub-occupants paying their fair share of the housing charges and other household costs if it is not a hidden profit on the housing charges.

6.6 Co-op's Insurance

Members must not break any obligation that the co-op has to its insurance companies. The use of a member's unit must not increase the co-op's insurance costs or any other cost or liability of the co-op.

Article 7: Behaviour

7.1 Prohibited Conduct

The co-op is a community which includes all the residents, visitors and staff. It is also part of the larger neighbourhood community. Co-op members must not harass, obstruct, coerce, threaten or interfere with any other member of these communities. Co-op members must not make or allow any noise, nuisance or other act that unreasonably disturbs or interferes with any other member of these communities. Co-op members must not commit any illegal act in their units or on co-op property.

7.2 Human Rights

Co-op members must respect the human rights of other members of these communities. Co-op members must obey the Ontario *Human Rights Code* and not do anything that would discriminate against or harass any other member of these communities in a way that would breach the *Human Rights Code*. Co-op members must strive for an environment at the co-op that is fair, inclusive and respectful of people's dignity.

7.3 Violence

Co-op members must not commit violence against any other member of these communities. Violence can be real or threatened. Violence can be physical, psychological and/or sexual. Child abuse is a kind of violence. Violence against another person in the same household is domestic violence.

7.4 Domestic Violence

(a) Not tolerated

The co-op does not tolerate domestic violence. It will try to assist victims of domestic violence. Members who engage in domestic violence may be evicted.

(b) Rights of victim

Members who are victims of domestic violence while they live at the co-op can:

- ask the board of directors to evict any person who commits domestic violence
- request emergency housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements
- get information from the co-op on supports available in the community.

(c) **Eviction**

Under Article 12 (Dealing with Problems) the board of directors can evict anyone who has committed domestic violence at the co-op. A complaint from the victim is not necessary. The board can accept the following as proof that domestic violence occurred:

- a restraining order or peace bond is in effect at the time the Notice to Appear is issued
- terms of bail allowing no contact are in effect at the time the Notice to Appear is issued, or
- the offending member has been convicted of an offence against the victim.

7.5 **Return of Member**

If a member is ready to let a previously violent spouse, partner or co-occupant return, the member can ask the board of directors in writing to reinstate that person's membership. The board may reject an application from that person if the victim does not consent, or if the board thinks it would not be best for the co-op. Article 8 (Members' Households and Guests) applies if the member wants that person to stay as a long-term or casual guest. Section 8.7 (Evicted Persons) applies if that person is on co-op property without board approval.

7.6 **Explanations**

Violence and harassment can be based on a prohibited ground under the Ontario *Human Rights Code* or on other grounds. Criticism of the job performance of the board of directors and staff is not harassment or a breach of section 7.1 (Prohibited Conduct) if it is made in a reasonable and constructive way. The board does not have to wait until any court charges are heard before evicting someone in the case of violence or other illegal acts.

7.7 **Calling Police and Other Authorities**

Co-op staff is authorized to contact the police, children's aid society and other authorities in case of violence or illegal acts.

7.8 **Acts of Others**

Co-op members are responsible for any act or failure to act by

- any member of their household, and
- anyone permitted on co-op property by the co-op member or another member of their household.

Members must make sure that none of those persons does anything that would break this Article or other parts of the co-op by-laws. Co-op members may be evicted as a result of acts or failures to act by those persons and will have to pay for any damage caused by them.

Article 8: Members' Households and Guests

8.1 Basic Requirements

(a) Who is part of a household

In the co-op's by-laws, household means:

- a member
- any other members living in the unit
- children of the member who are under sixteen and live in the unit
- children of the member who have turned sixteen and continue to live in the unit, and
- long-term guests approved by the board of directors under this Article.

Someone is considered a child of a member if they would be considered the member's child under the Ontario *Family Law Act*.

(b) Who is not part of a household

Only persons mentioned in paragraph (a) are part of a member's household. Other persons can stay in a member's unit only as casual guests or sub-occupants and only if permitted by this By-law. Members must not allow anyone other than the persons referred to in paragraph (a) and this paragraph to use their unit.

(c) Non-member occupants

Occupants of a unit who are not members have:

- no right to occupy the unit independent of the members
- no right to occupy any other unit in the co-op
- no right to a place on the co-op's internal waiting list.

8.2 Addition of a Member

Someone can apply for membership in the co-op as an addition to an existing household. The application must also be signed by all co-op members in the household. The applicant will become part of the household if accepted as a member. If not accepted, the applicant can occupy the unit only as a long-term guest if approved by the board.

8.3 Turning Sixteen

Persons in a member's household who turn sixteen can apply for membership in the co-op. The application must also be signed by all co-op members in the household. If persons who turn sixteen do not apply for membership or are not accepted as members, they will automatically be considered long-term guests. A long-term guest agreement is not necessary.

8.4 Long-term Guests

(a) Approval needed

Members can make a written request to the board of directors to approve someone as a long-term guest. The request must be signed by all co-op members in the household. The proposed guest must sign the request and a consent to a credit check. The member and the proposed guest must provide any other information requested by the co-op.

(b) Length of time

The board can approve a long-term guest for a fixed period or for a maximum period or for an indefinite period. This must be stated in the board's approval motion. If approval is for a fixed or maximum period, the person will no longer be a long-term guest at the end of the period. Paragraph (d) (Cancelling long-term guest status) does not apply.

(c) Long-term guest agreement

All members in the household and their guests must sign and comply with a long-term guest agreement, such as Schedule B attached to this By-law.

(d) Cancelling long-term guest status

The board of directors can cancel long-term guest status or change the terms of long-term guest status at any time. This includes long-term guests under section 8.3 (Turning Sixteen). The board must give written notice to the members in the household and the guest of any meeting where it will be discussed and of the board decision. Only one notice needs to be given for all members and others in a unit. There is no right of appeal.

(e) Housing charge subsidy calculation

The income of long-term guests is normally to be included in household income when housing charge subsidy is calculated. This is subject to government requirements and the co-op's Housing Charge Subsidy By-law, if it has one.

8.5 Casual Guests

Members can have only a reasonable number of casual guests.

A casual guest may not stay at the co-op for more than three months in any year. Persons will be considered as staying at the co-op even if they are away from the co-op for short periods. If members wish someone to stay longer, they must ask the board of directors to approve that person as a long-term guest as stated in section 8.4 (Long-term Guests).

8.6 Sub-Occupancy and Absence from Unit

(a) Housing charge subsidy

Section 8.6 applies to all members, but special rules can also apply to members who receive housing charge subsidy and want to have a sub-occupant or be absent from the co-op.

- Government requirements may state that members who receive housing charge subsidy cannot have a sub-occupant. This may be stated in Appendix C attached to the member's Occupancy Agreement.
- Government requirements may state that members who are absent from their unit will lose their housing charge subsidy and it will not be reinstated when they return.
- Government requirements may set a maximum time a member can be absent before losing housing charge subsidy.
- If the co-op has a Housing Charge Subsidy By-law, it may say some of the same things. It may also say that housing charge subsidy will be suspended during some absences without being cancelled.

Members who receive housing charge subsidy, and who are thinking about sub-occupancy or other absence from the co-op, should find out what effect it may have on their housing charge subsidy.

(b) Temporary absence from co-op

If a member wants to leave the co-op temporarily, the member can allow someone to occupy their unit as a sub-occupant. All co-op members in the household and all sub-occupants must sign and comply with a Sub-Occupancy Agreement approved by the co-op before the sub-occupancy begins. Schedule C attached to this By-law is a sample Sub-Occupancy Agreement.

(c) Sub-occupancy longer than one month

Members must have the written approval of the board of directors to permit a sub-occupancy for more than one month. All sub-occupants must be approved.

(d) **Maximum sub-occupancy**

Normally a sub-occupancy cannot last more than three months. In unusual circumstances the board of directors can allow a longer term but not longer than twelve months.

8.7 Evicted Persons

If someone has been evicted from the co-op or has left after a Notice to Appear was issued or in a situation of domestic violence or owing money to the co-op, a member cannot permit that person to be a casual or long-term guest or a sub-occupant without advance written approval from the board of directors. The co-op may treat that person as a trespasser and may remove him or her from co-op property. The member who permits that person on the co-op's property will be considered in default under this By-law.

Article 9: Household Size

9.1 Purpose of Household Size Requirements

The co-op has established minimum household size rules in order to balance the co-op's obligation to make the best use of co-op property and the right of co-op members to have long-term security in their units.

9.2 When Household Size Rules Apply

The minimum household size rules in this Article apply in the following situations:

(a) **New members**

A household cannot be allocated a unit and move into the co-op unless the household size meets the minimum requirement for that unit.

(b) **Moving to a different unit**

A household cannot move to a different unit unless the household size meets the minimum requirement for the new unit or gets closer to it.

(c) **Splitting a household**

A member cannot move to a new unit while another member remains in the old unit unless the household size in each unit meets the minimum requirement.

(d) **When a household is reduced in size**

Section 9.4 (Not Meeting Minimum Household Size) applies if a member of the household stops occupying a unit and the remaining members in the household do not meet the minimum requirement for the unit.

9.3 Minimum Household Size

The minimum number of persons for each of the co-op's unit types is:

- bachelor 1 person
- one-bedroom 1 person
- two-bedroom 2 persons
- three-bedroom 3 persons
- four-bedroom 4 persons.

9.4 Not Meeting Minimum Household Size

(a) When this section applies

This section applies when household size no longer meets the minimum requirement for the unit that the household occupies. This could be because a household member gave the co-op a written notice of withdrawal or stopped living in the co-op as a principal residence or because an occupant died.

(b) Requirement to move

The remaining household must move to a unit that meets the minimum requirement if the co-op has one. If the co-op does not have one, the remaining household must move to a unit that is closer to the minimum requirement if the co-op has one. A household can only be required to move once for each time household size is reduced.

(c) Offering unit

The board of directors may offer the remaining household a unit in priority to the internal and external waiting lists. The board can postpone offering an available unit if the board decides that someone ahead of the remaining household on the waiting list should get that unit.

(d) Three offers

The remaining household may refuse the first two units offered to it, but must move to the third unit. A member can be evicted for failing to move to the third unit offered by the board.

(e) Health issues

The board can decide that someone does not have to move under this section for legitimate documented health reasons.

9.5 Reporting Change in Household Size

If the number of persons in a member's household changes, the member must give written notice of the change to the co-op office within ten days, including the names of the persons involved.

9.6 Subsidized Households

Subsidized households have to meet any household size standards and other rules in government requirements and in the co-op's Housing Charge Subsidy By-law, if it has one. These are in addition to what is stated in this Article.

Article 10: How Members Withdraw from the Co-op

10.1 Membership and Occupancy are Linked

Members cannot withdraw from membership without ending their occupancy rights. Members cannot end their occupancy rights without withdrawing from membership. A notice to end occupancy is also a notice to withdraw from membership and a notice to withdraw from membership is also a notice to end occupancy rights.

10.2 Ending Membership and Occupancy

This section applies when all members in a household wish to end membership and occupancy rights. The procedure is based on the requirements of the *Co-operative Corporations Act*.

(a) Last day of a month

Each member must give advance written notice of termination to the co-op. The notice must state a termination date. The termination date must be the last day of a month. Membership and occupancy rights end on the termination date stated in the notice.

(b) 60 days' notice

The amount of notice given must be at least 60 days. There is an exception if the termination date is the last day of February or March.

(c) February and March

If the termination date is the last day of February, the notice can be given on or before January 1 of that year.

If the termination date is the last day of March, the notice can be given on or before February 1 of that year.

(d) Not enough notice

If a member gives less than the required notice of termination, the termination will still be effective. The termination date will be 60 days after the notice is given. If that is not the last day of a month, the termination date will be the last day of that month.

(e) No withdrawal of notice without consent

Members cannot withdraw a notice of termination without the written consent of the board of directors. The board can refuse to allow members to withdraw a notice of termination. Members cannot appeal the board decision.

(f) **Vacating early**

If all persons in the household vacate the unit earlier than the termination date, the co-op can take possession of the unit and the members and other persons in the household are not entitled to move back in. Membership and occupancy rights end on the day the co-op takes possession. The members will owe housing charges that become due until the original termination date.

(g) **If members do not vacate**

If all persons in the household do not vacate the unit on the termination date or earlier, the co-op can take legal action for an eviction order. The procedures in Articles 11 to 15 relating to eviction do not apply.

10.3 Part of Household Ends Membership and Occupancy

This section applies if a member stops occupying a unit as a principal residence, but one or more co-op members continues to occupy the unit. This could happen following domestic violence (see section 7.4) or because a member moved out for any other reason.

(a) **Notice procedure**

The member who is leaving should follow the procedure in section 10.2 (Ending Membership and Occupancy), as applicable.

(b) **When procedure not followed**

If the procedure in section 10.2 is not followed by the member who is leaving, that person's membership and occupancy rights end on the first day that person no longer occupies the unit as a principal residence.

(c) **Notice by remaining household**

The members who continue to occupy the unit must notify the co-op in writing within ten days after one of the members or a non-member occupant stops occupying the unit as a principal residence. They must do this whether or not that person gave notice of termination.

(d) **Housing charge subsidy**

Government requirements or the co-op's Housing Charge Subsidy By-law, if it has one, may state what happens when one person no longer occupies the unit. Unless they state something else, the remaining members in the household will not be entitled to an increase in housing charge subsidy. If section 7.4 (Domestic Violence) applies, the remaining members may be entitled to emergency housing charge subsidy if available under the co-op by-laws and subject to any applicable government requirements.

10.4 Death of a Member

(a) **Membership and occupancy rights end**

If a member dies, that person's membership and occupancy rights end on the date of death.

(b) **If no other members occupy the unit**

If no other members occupy the unit, the member's estate will be responsible for housing charges for the month in which the member died and the following month. The estate must remove all of the member's possessions by the end of that time. The estate and the co-op can agree to an earlier date to end housing charges and to remove possessions. If possessions are not removed by the time required under this paragraph, the co-op can remove and dispose of them without liability to anyone.

(c) **If other members occupy the unit**

If other members occupy the unit at the date of death, they must give the co-op written notice of the death.

(d) **Approved long-term guests**

A long-term guest can apply for membership under this paragraph if

- the guest occupied the unit at the time of the member's death
- the occupancy by the guest was approved by the board, and
- no other member occupied the unit at the time of the member's death.

A guest who is accepted for membership under this paragraph will be entitled to remain in the unit for the time being, but may be required to move under section 9.4 (Not Meeting Minimum Household Size) if that section applies. The guest will not receive the member's housing charge subsidy, but might be able to apply under government requirements or the co-op's Housing Charge Subsidy By-law, if it has one. If a guest does not apply for membership or the application is rejected, the board can evict the guest without using the procedures in Articles 11 to 15 relating to eviction.

10.5 Vacant or Abandoned Unit

If a unit is vacant or abandoned, the co-op can take possession or the board of directors can decide to take legal action. The procedures in Articles 11 to 15 relating to eviction do not apply. Membership and occupancy rights end on the day that the co-op takes possession.

Article 11: Dealing with Arrears

11.1 Eviction

The board of directors can evict a member if the member owes housing charges to the co-op.

11.2 Non-Payment and Late Payment

(a) Procedures

This section states procedures to ensure that member arrears are dealt with quickly and fairly. The board of directors can change these procedures if it decides that other procedures would be better. A Notice to Appear for arrears can be issued without following the procedures in this section.

(b) Late payment letter

The manager will send a late payment letter to each member who did not pay housing charges in full or arrange an arrears payment agreement by noon on the first business day of the month. The letter will normally be sent before the end of the first business day of the month. Only one letter needs to be sent for all members and others in a unit.

(c) Notice to Appear

The manager will give a Notice to Appear to each member who has not paid housing charges in full or has not arranged an arrears payment agreement. This will normally be done by noon on the fifth business day of the month.

(d) Persistent late payment

Late payment includes

- failure to pay the full amount owing, and
- a failed payment as described in section 11.3(a) (Failed Payment).

Late payment of housing charges three times in any year will be considered persistent late payment. The manager will give a Notice to Appear under Article 12 (Dealing with Problems) to each member who is late paying for the third time in any year. That Notice to Appear will be in addition to a Notice to Appear for arrears under this section.

(e) Advance notice of lateness

If for legitimate reasons of financial hardship, a member cannot pay housing charges by noon on the first business day of the month, the member must let the manager know *before* the first business day of the month. The manager will decide if the reasons are legitimate. In that case, an arrears payment agreement may be arranged by the manager if permitted under section 11.6 (Arrears Payment Agreements) or a request for an arrears payment agreement may be submitted to the board of directors.

11.3 Replacement Payment

(a) Failed Payment

A “failed payment” includes:

- a cheque is returned to the co-op by the bank or financial institution
- payment is not made to the co-op under a pre-authorized debit plan, pre-authorized payment plan or other pre-authorized plan.

In case of a cheque this could happen because the cheque is marked NSF (not sufficient funds), Stop Payment, Account Closed or for any reasons. The same reasons and other reasons could apply in the case of a pre-authorized plan. The reason does not matter if the funds are not paid or credited to the co-op.

(b) Replacement payment required

A member must replace a failed payment within two business days of being notified by the co-op. Only one notice needs to be given for all members and others in a unit. A failed payment must be replaced by a certified cheque or money order or the payment must be made by debit card, if available at the co-op.

(c) Notice to Appear

If the member does not replace the failed payment within two days of being notified, the manager will give a Notice to Appear to the member.

(d) Future payments

If the members in a household have two failed payments within a year, then for the next year the members must pay housing charges by certified cheque, money order or debit card, if available at the co-op. The co-op will not accept payment in any other form.

11.4 Late Payment and Failed Payment Charges

(a) Late payment charges

A member that does not pay the full housing charges by noon on the first business day of the month and has not arranged an arrears payment agreement will be charged

a late payment charge of \$25.00 per household. This amount may be increased by the members at a general meeting.

(b) Failed payment charges

A member will pay the amount charged to the co-op by its bank or credit union for a returned cheque or other failed payment, plus an administration charge of \$25.00 per household. This is in addition to the late payment charge, if applicable. The administration charge may be increased by the members at a general meeting.

(c) Charges are arrears

Members who do not pay their late payment charges, failed payment charges and administration charges (as well as other amounts owing to the co-op) will be considered in arrears.

11.5 Directors in Arrears

(a) Directors' arrears policy

If directors are in arrears, it:

- undermines the co-op's governance
- weakens the co-op's financial management
- sends the wrong message to members of the co-op and to government.

(b) No director arrears

A director must not owe any money to the co-op other than future payments for a member deposit. A director must have a signed payment agreement for these payments.

11.6 Arrears Payment Agreements

(a) Before Notice to Appear

This Article applies to arrears payment agreements made with a member before a Notice to Appear has been issued. If a Notice to Appear has been issued and has not been decided by the board of directors, or an eviction decision has been made and is still outstanding, any agreement will be governed by Article 14 (Alternatives) or Article 16 (Legal Action).

(b) Limits of manager's authority

The manager has the authority to approve the first request from a household for an arrears payment agreement made in a year as long as the agreement provides for full payment within 60 days in addition to the normal housing charges within that time.

(c) Board's approval needed

Approval by the board of directors is required:

- for additional requests for an arrears payment agreement within a year
- for an arrears payment agreement where full payment will not be made within 60 days in addition to the normal housing charges within that time.

(d) Procedure for additional arrears payment agreements

If a member requests an additional arrears payment agreement within a year, the manager will submit the request to the board of directors along with payment terms that the member suggests. If the member goes into arrears, or deeper into arrears, before the board considers the request and section 11.2(c) (Notice to Appear) applies, the manager will issue a Notice to Appear in addition to submitting the request.

(e) Limits

Generally, the co-op will not approve more than one arrears payment agreement for a household in a year or an arrears payment agreement where full payment will not be made within 60 days.

(f) Non-payment

If a member does not make the payments stated in an arrears payment agreement, the manager will give each co-op member in the household a Notice to Appear. This does not apply if the arrears payment agreement states something else.

11.7 Notice to Appear for Arrears

(a) Issuing Notice to Appear

A Notice to Appear for arrears must contain the information in Schedule D attached to this By-law. It must be given at least ten days before the board meeting where it will be considered.

(b) **Termination date**

The proposed termination date in the Notice to Appear will be ten days after the board meeting or later.

Article 12: Dealing with Problems

12.1 Eviction

The board of directors can evict a member if the member has broken the by-laws in a way the board considers serious or someone the member is responsible for under the by-laws has done so.

This includes repeated serious breaches of the by-laws even if the situation was corrected after notice was given.

12.2 Notice to Appear

(a) When Notice to Appear required

A Notice to Appear must be given to a member before the board of directors can decide to evict the member. It must be given at least ten days before the board meeting where it will be considered.

(b) Information in Notice to Appear

A Notice to Appear under this Article must contain the information in Schedule E attached to this By-law.

(c) Additional information

When a Notice to Appear is given to a member, it should include copies of any written materials that the board of directors may consider at the meeting. Examples would be a report from the manager on the background and letters of complaint from others. The name of the person who complained and details that could identify that person can be deleted if reprisals are a possibility or for other good reasons. Irrelevant parts of the written materials may be deleted. Correspondence and notices between the co-op and the member do not have to be included.

(d) Termination date in Notice to Appear

The proposed termination date in the Notice to Appear will be ten days after the board meeting or later. If there is a right of appeal to the membership under this By-law, the proposed termination date in the Notice to Appear will be at least twenty days after the board meeting.

12.3 Deciding to Give a Notice to Appear

(a) No prejudgment

The board of directors can decide to issue a Notice to Appear. When making this decision, the board must not prejudge the situation. It cannot make any conclusion about evicting without following the Notice to Appear process in this By-law.

(b) Other by-laws may apply

When a complaint is received by the board of directors or staff, or when the board or staff becomes aware of any problem, it may be dealt with under other by-laws, such as a Human Rights By-law or a Member Relations By-law, if the co-op has those by-laws. In addition, the board can decide to issue a Notice to Appear instead of following the procedures in other by-laws that could be applicable.

12.4 Limits of Action by Co-op

(a) Factors to consider

The co-op does not have to issue a Notice to Appear or take other action to deal with noise, harassment, violence, illegal acts or other behavioural issues, even if they are a breach of this By-law. The same applies to other breaches of this By-law or other co-op by-laws. The board of directors has to consider things like:

- the evidence available as to what happened
- the appropriateness of eviction as a response
- the costs involved in evicting someone.

(b) No co-op liability

The co-op has no liability to anyone for misbehaviour by a member or anyone else, even if the misbehaviour is a breach of this By-law. An exception is that the co-op could have liability if the person is acting officially on behalf of the co-op.

Article 13: Eviction Procedures

13.1 Board Meeting on Notice to Appear

(a) Member and representative can attend meeting

When a Notice to Appear has been given, the member can appear at the board of directors meeting and can have a lawyer or other representative. The member and a representative can speak at the meeting. They can also deliver written statements at the meeting or before the meeting. They can take notes but cannot record the meeting, whether by tape or any other device. The board sets the procedure for the meeting. The board can limit the number of people brought by the member.

(b) Continuing meeting

If the board of directors decides to continue the meeting on another date, no new Notice to Appear is required if the time and place to continue the meeting is announced at the original meeting.

(c) Making decision

The board of directors makes an eviction decision by passing a resolution to evict a member. A quorum of the board must be present and there must be a majority vote. The board decision should state the grounds of eviction on which the decision is based and the termination date. The board can make its decision using Schedule F or Schedule G attached to this By-law. The minutes do not have to state who made or seconded the motion to pass the resolution or how each director voted.

(d) Date of termination

The decision can state a termination date that is later than the proposed date in the Notice to Appear.

(e) Notice of decision

Written notice of a decision to evict must be given to the member within ten days after the board meeting. Schedule H or Schedule I attached to this By-law can be used for the notice. The Notice should normally include a copy of the eviction decision.

Article 14: Alternatives

14.1 Alternatives to Eviction

The board of directors can take steps to deal with issues without eviction. These could happen after a Notice to Appear was issued or without a Notice to Appear. Some examples are:

- mediation, which could be paid for by the co-op
- limiting access by a member or another person to the co-op staff or office or other parts of co-op property or requiring different ways of access
- limiting or prohibiting access by non-residents to co-op property
- limiting contact between certain households or household members
- sending a warning letter
- signing an arrears payment agreement
- signing a performance agreement
- having a conditional eviction decision.

14.2 Conditional Eviction Decisions

When a Notice to Appear is considered by the board of directors, the board can decide to evict a member, but also decide that the eviction will not go ahead if the member meets conditions stated in the decision, such as that the member does something or stops doing something as stated in the decision.

14.3 Performance Agreements

The board of directors can decide to sign a performance agreement in different situations. Examples include:

- A condition under section 14.2 (Conditional Eviction Decisions) could be that the member sign and comply with a performance agreement (including an arrears payment agreement).
- The board could decide not to pass an eviction decision if a performance agreement is signed.
- The board could decide to sign a performance agreement instead of issuing or considering a Notice to Appear.

Sample performance agreements are in Schedules J and K of this By-law.

14.4 Information to Others

(a) Limited information

The board of directors must limit information about a performance agreement or conditional eviction decision that it gives to a member who complained and to others.

(b) What can be disclosed

A performance agreement can state what can be told to others. If it does not state this, the board of directors can decide to disclose that there is a performance agreement but not personal information that led to the agreement. The board may be able to disclose some of the details of the agreement that do not involve sensitive information.

(c) Example

For example, someone who complained can be told that there is a performance agreement that includes not playing the radio after 10.00 p.m., but not about other parts of the agreement that relate to medical treatment of the member involved.

14.5 Non-Performance by Member

(a) If member breaks conditions in eviction decision

If a member does not perform the conditions stated in a conditional eviction decision, the board of directors can decide to go ahead with the eviction. The member is not entitled to notice of the board meeting, but will be given at least ten days' notice of the decision. It may not be appealed to the membership.

(b) If member breaks performance agreement

If a member does not comply with a performance agreement required by a conditional eviction decision, paragraph (a) applies. If the performance agreement was not required by a conditional eviction decision, the board of directors must issue a Notice to Appear if it wishes to consider eviction.

(c) Time limit in decision

The board can set a time limit for performing the conditions in an eviction decision or a performance agreement, but if the board has not decided to go ahead with the eviction within six months after the original decision, the board cannot proceed to evict without a new Notice to Appear. This must be given under Article 11 (Dealing with Arrears) or Article 12 (Dealing with Problems). The same procedure will be followed as if there had not been a conditional eviction decision or a performance agreement.

14.6 Authorization of Performance Agreements

All performance agreements must be authorized by the board of directors except as stated in section 11.6 (Arrears Payment Agreements). The board can authorize the manager or someone else to decide on a performance agreement and/or to approve the actual wording of a performance agreement.

Article 15: Appeals to Membership

15.1 When a Member Can Appeal

A member can appeal a board of directors' eviction decision to the membership if the grounds of termination are not:

- Arrears
- Domestic violence
- An act involving drugs or violence
- An illegal act, or
- An act or failure to act that impairs the safety of others.

15.2 How to Appeal

(a) Notice of appeal

A member who wants to appeal must give written notice to the co-op office within seven days after notice of the eviction decision was given.

(b) Member's statement

A member who appeals can include a written statement with the notice of appeal. The board of directors will give a copy of the statement to each member with the notice of meeting or separately before the meeting. This paragraph is limited by the *Co-operative Corporations Act*.

(c) Board statement

If the member delivers a written statement that is distributed to the membership, the board of directors can deliver a written statement in response.

(d) Date of members' meeting

The members' meeting to decide on the appeal must be at least fourteen days after the notice of appeal is received. The board of directors can call a special meeting to decide on the appeal or put the appeal on the agenda for another members' meeting.

15.3 Appeal Information

(a) Limited information on agenda

When an eviction appeal is on the agenda for a members' meeting, the agenda will only state that there is an appeal, the name of the member or members who appealed, the unit address and a short statement of the grounds for eviction.

(b) Information package

The co-op will prepare an information package that includes only:

- the Notice to Appear including anything attached to it
- the eviction decision
- other written information that was presented by the member or anyone else at the board meeting that made the decision.

The information does not include a member's statement referred to in sections 15.2(b) (Member's Statement) and 15.2(c) (Board Statement). Those sections will apply if the member delivers a statement under them.

(c) Personal information about others in information package

The board may decide to omit names and/or personal information about others from the information package unless those persons give written consent to including that information.

(d) Available at office and at members' meeting

Members may come to the co-op office during ordinary office hours after delivery of the agenda and before the members' meeting and read the information package. The information package will be available to all members at the meeting. Copies may not be made except by the co-op and the member who appealed.

(e) Request to distribute information

The information package will not be distributed in advance of the meeting unless the member who appealed requests it before delivery of notice of the meeting. In that case the Notice to Appear and eviction decision will be distributed, but the board may decide not to distribute some or all of the other information.

(f) Disclosure at members' meeting

Discussion at the members' meeting will normally be limited to things mentioned in the information package. If the member or member's representative brings up other things, then the board or staff can disclose other relevant information, including personal information about the member.

(g) Personal information about others at members' meeting

If anyone wishes to raise personal information about others that is not in the information package, section 17.1(b) of this By-law applies (When members raise

things about someone else). This may limit the information that can be stated by the board, staff or member who appealed.

15.4 Procedure at Members' meeting

(a) Chair

The board will decide whether the meeting will be chaired by the president, another director or an outside person.

(b) Member and representative can attend meeting

The member who appealed has the right to attend and vote at the members' meeting. The member can have a lawyer or other representative at the meeting. The member and any representative can speak at the meeting. They can also deliver written statements at the meeting.

(c) No taping

People present at the meeting can take notes but cannot record the meeting, whether by tape or any other device.

(d) Secret ballot

Voting on motions about the eviction decision will be by secret ballot. This does not include procedural motions, such as a motion to end debate.

(e) Quorum

The quorum at the meeting will be the normal quorum as stated in the Organizational By-law. If the quorum is not present thirty minutes after the meeting is scheduled to start, or a quorum is not present at the time of the vote, the board decision is confirmed. The meeting cannot be continued on a later date.

(f) Membership decision

The members' meeting can confirm the board of directors' eviction decision, or replace it with any other decision which the board could have made. This includes changing any terms and conditions for a performance agreement or a conditional eviction. A simple majority vote is needed. The board decision is confirmed if the meeting does not pass a motion to change the board decision.

(g) Effective date of decision

If a member appeals an eviction, the decision is not effective until the appeal is decided or dropped. If the appeal is not successful, the termination date will be the latest of:

- the second day after the members' meeting
- the date stated in the eviction decision
- a later date decided by the members at the meeting.

Article 16: Legal Action

16.1 Enforcing Eviction Decisions

The board of directors can decide to take legal action as a result of decisions under previous sections. The board can choose someone to deal with legal actions for the co-op. This will be the co-op manager unless the board decides something else. The board can limit that person's authority by a board motion. The board can designate a director or someone else to work with that person.

That person can:

- give all necessary directions to the co-op's lawyers and paralegals
- act as agent for the co-op on court actions and at the Landlord and Tenant Board
- make a settlement or other agreement.

16.2 Membership Rights on Eviction

(a) When membership ends

Membership ends on the termination date in an eviction decision, even though the former member can continue to occupy the unit until the co-op gets an eviction order. Since the occupant is no longer a member, the occupant cannot attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was on the board, the position is automatically vacated on the day that membership ends.

(b) When membership restored

The *Co-operative Corporations Act* and the *Residential Tenancies Act* state when someone's membership and occupancy rights are considered not to be terminated. This could be because the member paid arrears by a certain time or for other reasons. When this happens, the occupant's membership is restored. The occupant can attend meetings of the co-op as a member, vote or run for the board of directors. If the occupant was a director when their membership ended, that person will not automatically be a director when their membership is restored. They would have to be re-elected to the board or appointed to fill a vacancy.

(c) Co-op actions while occupants were not members

Any votes or actions taken by the co-op during the time when the occupant was not a member will be valid and binding.

(d) When new Notice to Appear not needed

No new Notice to Appear or eviction decision is needed in the case of:

- repeat breaches within six months referred to in subsection 94.2(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights)
- breaking the conditions in a mediated settlement agreement or order of the Landlord and Tenant Board as stated in subsection 94.11(2) of the *Residential Tenancies Act* (Deemed termination of membership and occupancy rights).

The board of directors can decide to go ahead with the eviction. The member is not entitled to notice of the board meeting, but will be given notice as required under the *Residential Tenancies Act*. The board decision may not be appealed to the membership.

16.3 Interest

Members owe interest on all arrears and other amounts owing to the co-op at the rate of six percent above the prime rate of any credit union or bank designated by the board of directors. The co-op may include this interest when bringing legal action against a member or former member, but will not normally claim interest at other times.

16.4 Rights Not Cancelled

The only way the co-op can cancel or waive any rights is under an arrears payment agreement or other performance agreement or settlement agreement authorized under this By-law and signed by the co-op. The co-op does not waive any Notice to Appear, eviction decision or other rights by:

- accepting arrears or compensation
- sending reminder or other letters even if incorrectly addressed “Dear Member” or similar
- recalculating housing charge subsidy
- making any error on a member ledger or other document
- accepting a cheque or other item marked “Payment in Full” or anything similar
- doing anything else except as stated at the beginning of this section.

16.5 Co-op Costs

The co-op has the right to recover full indemnity costs (the actual legal fees and costs) of any legal action that the co-op takes to recover money owed to it or enforce its rights under the by-laws.

Article 17: Miscellaneous

17.1 Personal Information to Membership

(a) When members raise things about themselves

If a member appeals a board of directors' decision under the co-op by-laws, or raises something at a members' meeting involving the member's personal information, the board can disclose other relevant personal information about that member.

(b) When members raise things about someone else

A member cannot appeal a board of directors' decision under the co-op by-laws about another person, or raise something at a members' meeting involving personal information about another person, unless the other person has given written approval. The member must show the written approval to the chair of the meeting. It may be examined by any member. If the written approval is given, the chair can allow members to discuss that personal information and the board and staff can disclose other relevant personal information about the person. If that person does not give approval, the appeal or discussion is out of order.

(c) Appeal information

If a member distributes written information to the membership about an appeal under the co-op by-laws or other decision involving their own personal information, the board can disclose other relevant personal information about that member. The same thing applies if the co-op is required to distribute the information under section 15.2(b) (Member's statement) of this By-law.

17.2 Legal Actions by Members

If a member sues the co-op or takes other legal action against the co-op, such as a complaint to the Ontario Human Rights Tribunal, the board of directors should report the matter to the members in writing or orally at a members' meeting. The report can include relevant detail, including relevant personal information of the person who started the action. The board does not have to report the matter to the members if it does not believe it would be in the best interests of the co-op to do so. The board would normally get legal advice about any disclosure or decision not to disclose.

17.3 External Complaints

If a member makes a complaint about the co-op to anyone outside the co-op, or sends anyone outside the co-op a copy of an internal complaint, the board of directors is entitled to respond to that complaint to the same persons or organizations. In doing so it can disclose relevant personal information about the member and the member's household. Examples include complaints sent to bodies like the Agency for Co-operative Housing, Canada Mortgage and Housing Corporation, a service manager, a government official, a newspaper, the Co-operative Housing Federation of Canada or a local co-op housing federation.

17.4 Co-op Employees

(a) Not members

A permanent employee of the co-op cannot be a member of the co-op or live in the household of a member.

(b) Exceptions

Paragraph (a) does not apply to members and members of their households:

- who are temporarily employed by the co-op if the total employment for all members of the household is not more than two weeks in a year
- who are on-call committee members if the total on-call payment for all members of the household is for not more than one day a week of on-call on average, or
- who are employed by a property management company or another contractor of the co-op if the total employment at the co-op for all members of the household is not more than two days a week on average.

(c) Serving on board of directors

Members in the first two exceptions can be on the board of directors, but they have to watch out for conflicts of interest and follow the by-laws, if there is a conflict.

Members in the third exception cannot be on the board.

(d) Live-in staff

If the board of directors decides that the duties of an employee or the employee of a contractor make it necessary to live in the co-op, the employee and the employee's household will be tenants of the co-op, not members. The board must make sure that there is a written agreement stating that the tenancy ends when the employment or contract ends or as soon after that as legally required. The board must pass a motion before the employment starts designating the employee's unit as a non-member unit.

17.5 Non-Member Units

This By-law applies only to member units. The co-op does not have to follow the procedures in this By-law when dealing with non-member units or non-residential spaces, if any. Leases, agreements or government requirements govern the co-op's relations with them.

17.6 Non-Members in a Member Unit

Parts of this By-law apply to non-members living in a member unit. In dealing with non-members who are occupying a member unit, the board of directors may take any action permitted by law.

17.7 Proof

(a) When required

When investigating compliance with the co-op's by-laws or government requirements, the co-op can ask a member to prove:

- that the member's unit is the member's principal residence
- that the member is not profiting from any arrangement with guests or sub-occupants
- the member's household composition
- the member's household income if the member receives housing charge subsidy
- other things to show compliance with government requirements, this By-law and other co-op by-laws, as applicable.

(b) Member response

If asked, members must give complete proof and details about the things stated in paragraph (a). This request can include originals or copies of any documents and sworn statements from everyone involved. Failure to provide proof under this section is a breach of this By-law. If a member fails to provide proof, the co-op can conclude that this is evidence that the member is not complying with government requirements, this By-law or other co-op by-laws, as applicable.

17.8 Serving Documents

(a) Ways to serve documents

Notices and other documents relating to an eviction are considered served on a member if given in any of the following ways:

- handing it to the member
- handing it to an apparently adult person in the unit
- leaving it in the mail box where mail is ordinarily delivered to the member
- if there is no mail box, sliding it under the door of the member unit or through a mail slot in the door or leaving it at the place where mail is ordinarily delivered to the member
- mailing it to the last known address where the member lives or works.

(b) When mailed

Documents that are mailed to a member are considered delivered or served on the fifth day after the day of mailing.

(c) More than one member

A separate notice or other document must be given to each member involved and to any member who has left the unit, but is still involved.

17.9 Signing Schedules for Co-op

The Schedules to this By-law (including any Appendixes) can be signed on behalf of the co-op by the manager or another staff member, any director or anyone authorized by the board of directors.

17.10 Minor Errors, Omissions or Irregularities

A minor error, omission or irregularity will not affect any decision made by the board of directors and/or members as stated in the *Co-operative Corporations Act*.

17.11 Starting Date for this By-law

This By-law will go into effect on the date when it is confirmed by the membership.

Schedules and Attachments

Schedule A: Occupancy Agreement**Harry Sherman Crowe Housing Co-operative Inc.****Names of members:** _____
_____**Unit address:** _____
_____**Date of occupancy:** _____**Membership terms:**

1. The co-op gives you the right to occupy a unit.
2. The main terms of your occupancy rights and obligations are contained in the Occupancy By-law. The remaining co-op by-laws also contain rights and obligations of members. You agree to obey all co-op by-laws and decisions made by the board and co-op members.
3. Under the *Co-operative Corporations Act* and the co-op's by-laws, the co-op can change the terms of membership and occupancy. You are entitled to a notice of all general meetings where members will decide on these changes. You are also entitled to attend and vote at these meetings. You will be bound by these changes even if you do not agree with them.
4. If there is a conflict between the co-op's by-laws and this Agreement, the co-op's by-laws have priority.

Before signing this Agreement, you are responsible for reading and understanding it. You are also entitled to a copy of all the co-op's by-laws. You are entitled to ask any questions and to have them answered.

The attached Appendixes are part of this agreement. Any updated Appendixes will be part of this Agreement.

Signatures:

Harry Sherman Crowe Housing Co-operative Inc

Date: _____ By: _____

Print name:
*Title:*Date: _____ *Name of member:* _____Date: _____ *Name of member:* _____

Appendix A: Member Charges

Harry Sherman Crowe Housing Cooperative Inc.

Unit address: _____

Date of the charges in this form: _____

Full monthly housing charges	\$ _____
LESS housing charge subsidy (if any)	\$ _____
Monthly housing charges	\$ _____
Monthly parking charges	\$ _____
Monthly Cable TV charges	\$ _____
Sector support charges	\$ _____
Your total monthly housing charges are:	\$ _____
Your member deposit is:	\$ _____

Note: The figures stated in this Appendix may change as stated in the co-op by-laws and/or the rules about housing charge subsidy, if applicable. There may be other charges as permitted under the co-op by-laws and government requirements.

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

Date: _____ *Name of non-member occupant:* _____

Date: _____ *Name of non-member occupant:* _____

To be signed by all members and any non-member occupants 16 years old or older

Appendix B: Household Members
Harry Sherman Crowe Housing Co-operative Inc.

Unit address: _____

Date of this form: _____

List the names of each member in the unit.

List the names of each non-member 16 years old or older in the unit.

List the names of each non-member less than 16 years old in the unit.

I agree to give prompt written notice of any change in the size of my household or the persons who make up the household. This includes any long-term guests.

I understand that no one may occupy the unit except the people listed on this form. To have additional occupants I must comply with Article 8 (Members' Household and Guests) of the Occupancy By-law and any other applicable rules.

If I receive housing charge subsidy, this includes anyone whose income has to be considered in setting the amount of housing charge subsidy.

Signatures:

Date: _____ *Name of member:* _____

Date: _____ *Name of member:* _____

Date: _____ *Name of non-member occupant:* _____

Date: _____

Name of non-member occupant: _____

To be signed by all members and any non-member occupants 16 years old or older

Appendix C: *Housing Charge Subsidy Terms*

Harry Sherman Crowe Housing Co-operative Inc.

Names of members: _____

Unit address: _____

Names of any non-member occupants 16 years old or older:

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that receive a housing charge subsidy. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households who receive housing charge subsidy are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. The co-op members decide on the housing charges as stated in the Occupancy By-law. The co-op will reduce the household’s housing charges by the amount of the housing charge subsidy that is allocated to the household. This amount is determined under government requirements or the co-op’s Housing Charge Subsidy By-law, if it has one, or other co-op by-laws or a combination of these.

Giving information:

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to housing charge subsidy and must ensure that that information is accurate and complete at all times.
7. Once a year the household will have to update the record of all persons in the household and their incomes. The household will have to give proof of current household income and the income for the previous year. This must include the income of any long-term guests and may have to include the income of casual guests.
8. The household must report the following changes to the co-op within ten days after they happen:
 - any change in any relevant document previously provided
 - any change in income
 - any change in assets
 - any change in the source of income for any member of the household
 - any change in household composition
 - any change in immigration status if that is a government requirement.
9. The co-op will investigate the household's financial situation when it decides on the amount of housing charge subsidy and may do so at other times. All members of the household must give the co-op any information it requests for this investigation. This includes household income, household composition and any other relevant information. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
 - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Ending subsidy:

10. Housing charge subsidy ends when the household has not occupied a unit in the co-op for more than six weeks. This period of time will be changed to meet any applicable government requirements. This applies whether or not the absence is permitted under co-op by-laws.
11. Housing charge subsidy can be ended if any member of the household does not give any information or proof that the co-op asks for. Housing charge subsidy ends if a member or anyone in the household breaks any term of the Housing Charge Subsidy By-law, if the co-op has one, or government requirements, or this Appendix or any other rules that apply.
12. Households that are overhoused must follow the applicable rules in the co-op by-laws and government requirements. Overhousing will be determined according to occupancy standards under co-op by-laws or government requirements.
13. If the household ever receives more subsidy than it should have because of a breach of co-op by-laws or government requirements or this Appendix or for other reasons, each household member must pay back the excess.

Each of the undersigned agrees that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member's household must sign a separate authorization for a credit check if requested by the co-op.

Each of the undersigned agrees that personal information that the co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: _____ *Name of member:*

Date: _____ *Name of member:*

Date: _____ *Name of member:*

Date: _____ *Name of non-member occupant:*

Date: _____ *Name of non-member occupant:*

Appendix D: Special Needs Unit Terms**Harry Sherman Crowe Housing Co-operative Inc.**

Names of members: _____

Unit address: _____

Names of any non-member occupants 16 years old or older: _____

Basic rules:

1. This document is an agreement between the co-op and each member and between the co-op and each non-member occupant who signs it. They are called the “household” in this document.
2. Each member of the household agrees to comply with the rules and obligations in this document and the applicable parts of the co-op’s Occupancy Agreement and by-laws. Words used in this document have the same meaning as in the co-op’s Occupancy By-law.
3. This document states some of the rules and obligations for households that occupy a special needs unit. It does not state all of them. Government requirements and co-op by-laws have many other rules and obligations that apply. These rules can change. These rules can govern over this document.
4. Households that occupy a special needs unit are responsible for finding out about all the rules and obligations that apply to them and any changes in them. The co-op can give people information and answer questions about these rules and obligations.
5. No one may occupy the Unit except people who were members of the household at the time the Occupancy Agreement was signed and any additional people authorized by the co-op under its by-laws.

Updating information: _____

6. Each of the members of the household must truthfully and completely give the co-op all information that is relevant to occupying a special needs unit and must ensure that that information is accurate and complete at all times.
7. Periodically the household will have to update the record of all persons in the household. The household will have to give proof of continuing eligibility for special needs housing.
8. The household must report the following changes to the co-op within ten days after they happen:
 - any change in any relevant document previously provided
 - any change in household composition
 - any change that would affect continuing eligibility for special needs housing.
9. All members of the household must give any information that the co-op requests for any investigation of continuing eligibility for special needs housing. Each member of the household is responsible to make sure that all persons in the household also give all requested information to the co-op.
 - If asked, households must give complete proof and details about the above. This request can include originals or copies of any documents and sworn statements from everyone involved.

Losing eligibility:

10. Households can lose their eligibility for special needs housing if they break any of the rules that apply – whether or not the rules are stated in this document.
11. Households can also lose their eligibility for special needs housing without breaking any rules. This can happen for reasons like:
 - The household lives in a special needs-modified unit and no longer has any members that require accessibility modifications.
 - The household lives in a special needs-support services unit and no longer has any members who require the support services.

Each of the undersigned agree that the co-op can receive, through its employees or agents, credit information from any credit agency or other source. All persons in the member's household must sign a separate authorization for a credit check if requested by the co-op.

Each of the undersigned agrees that personal information that the co-op receives during its investigations will be kept confidential, but it may be shared as stated in government requirements.

Signatures:

Date: _____

Name of member: _____

Date: _____

Name of member: _____

Date: _____

Name of member: _____

Date: _____

Name of non-member occupant: _____

Date: _____

Name of non-member occupant: _____

Schedule B: Long-term Guest Agreement**Harry Sherman Crowe Housing Co-operative Inc.**

All members and the long-term guest must sign.

Names of members: _____

Names of long-term guest: _____

Unit address: _____

Start date: _____

End date: _____

Terms of agreement:

1. The co-op agrees that the long-term guest can live in the member's unit as a part of the member's household starting on the Start Date stated in this agreement. If a date is filled in for the End Date, the long-term guest agrees to leave the member's unit on or before the End Date. The long-term guest must have written permission from the co-op and the member to stay longer.
2. The member is still responsible to the co-op for all housing charges and all the member's obligations to the co-op.
3. The long-term guest agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
4. The long-term guest acknowledges that the co-op only allows members and their households to occupy co-op units. The long-term guest acknowledges that being a long-term guest does not give the member a right to the unit or any other unit or position on the co-op's internal or external waiting lists.
5. The long-term guest agrees to leave the member's unit if the member or the co-op requests it. The long-term guest will be entitled to written notice to leave the unit.
6. The long-term guest must immediately leave the unit when the member's occupancy rights end.

7. The long-term guest acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the long-term guest is not a tenant under the *Residential Tenancies Act*.
8. The member and the long-term guest acknowledge and understand that the long-term guest cannot pay anything to the member, such as key money, and the only payment permitted is a fair share of the housing charges. Any other payment is against the law.
9. The long-term guest agrees that the co-op, through its employees or agents, can receive credit information about the long-term guest from any credit agency or other source.

Signatures:

Date: _____

Print name of member: _____

Date: _____

Print name of member: _____

Date: _____

Print name of member: _____

Date: _____

Print name of long-term guest: _____

Date: _____

Print name of long-term guest: _____

Harry Sherman Crowe Housing Co-operative Inc

By: _____

Print name: _____*Title:* _____

Schedule C: Sub-Occupancy Agreement**Harry Sherman Crowe Housing Co-operative Inc.**

All members and the sub-occupant must sign.

Names of members: _____

Names of sub-occupants: _____

Unit address: _____

Start date: _____

End date: _____

Contact information for member: _____

Current monthly housing charges: \$ _____

Terms of agreement:

1. The co-op agrees that the sub-occupant can live in the member's unit from the Start Date to the End Date stated in this agreement. The sub-occupant agrees to leave the member's unit on or before the End Date. The sub-occupant must have written permission from the co-op and the member to stay longer.
2. If the End Date in this agreement is blank or indefinite the sub-occupant can live in the member's unit on a monthly basis starting on the Start Date. The member or the sub-occupant can end this agreement on sixty days' written notice. The notice period must end on the last day of a month.
3. The member is still responsible to the co-op for all the member's obligations to the co-op.
4. The sub-occupant agrees not to break any of the terms of the member's Occupancy Agreement or any co-op by-laws.
5. The sub-occupant agrees to pay all housing charges and to carry out all the obligations that the member has to the co-op. The current monthly housing charges are stated above and

must be paid directly to the co-op. The monthly housing charges may change during the sub-occupancy.

6. The member agrees that the member is still legally responsible for housing charges if the sub-occupant does not pay them.
7. The member agrees that all legally required notices to the member may be delivered or served at or to the unit in compliance with co-op by-laws and the *Co-operative Corporations Act*.
 - (a) The sub-occupant agrees to contact the member immediately on receipt of any notice from the co-op.
 - (b) The co-op may contact the member as stated in the contact information in this agreement and may send the member a copy of a notice. The co-op does not have to do this. This includes important documents, such as a Notice to Appear. If the co-op does contact the member, the time of service of the notice or document will be when it was delivered or served at or to the unit or the sub-occupant.
8. The sub-occupant acknowledges that the co-op allows only members and their households to occupy co-op units, except for a temporary sub-occupancy. The sub-occupant's right to live in the member's unit ends when the member's occupancy rights end. This agreement does not give the sub-occupant a right to the unit or any other unit in the co-op or position on the co-op's internal or external waiting lists.
9. The co-op can end the sub-occupant's rights to the unit when it wishes to do so. The sub-occupant will be entitled to thirty days' notice to leave the unit. The co-op can do this if the member ends co-op membership or the co-op is evicting the member or for other reasons that the co-op decides.
10. The member and the sub-occupant must update the co-op in writing within five days of any change in the member's contact information.
11. The sub-occupant acknowledges that the unit is a member unit under the *Co-operative Corporations Act* and that the sub-occupant is not a tenant under the *Residential Tenancies Act*.
12. The member and the sub-occupant acknowledge and understand that the sub-occupant cannot pay anything to the member, such as key money, and the only payment permitted is the housing charges. Any other payment is against the law.
13. The sub-occupant agrees that the co-op, through its employees or agents, can receive credit information about the sub-occupant from any credit agency or other source.

Signatures:

Date: _____ *Print name of member:* _____

Date: _____ *Print name of member:* _____

Date: _____

Print name of member:

Date: _____

Print name of sub-occupant: _____

Date: _____

Print name of sub-occupant: _____

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____

By: _____

Print name:

Title:

Schedule D: Notice to Appear for Arrears**Harry Sherman Crowe Housing Co-operative Inc.**

To members: _____

Address of member unit: _____

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The grounds for this are that you have failed to pay housing charges to the Co-operative. The amount owing is stated in this Notice. This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You do not have to vacate the unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

***** If an appeal to the members is permitted under the Occupancy By-law, the following information should be included:**

You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Housing charges owing: \$ _____ as of _____

Proposed termination date: _____

Attachments: Copy of Member Ledger as of _____

Other _____

Signature:

Date: _____

Harry Sherman Crowe Housing Co-operative Inc.

By: _____

Print name:

Title:

Schedule D: Notice to Appear for Arrears

Harry Sherman Crowe Housing Co-operative Inc.

To members: _____

Address of member unit: _____

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The grounds for this are that you have failed to pay housing charges to the Co-operative. The amount owing is stated in this Notice. This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You do not have to vacate the unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

***** If an appeal to the members is permitted under the Occupancy By-law, the following information should be included:**

You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you.

More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Housing charges owing: \$ _____ as of _____

Proposed termination date: _____

Attachments: Copy of Member Ledger as of _____

Other _____

Signature:

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____

By: _____

Print name:

Title:

Schedule E: Notice to Appear

Harry Sherman Crowe Housing Co-operative Inc.

To members: _____

Address of member unit: _____

The board of directors is going to consider ending your membership and occupancy rights and evicting you.

The board of directors is going to consider whether you have broken the Co-operative's by-laws and, if so, whether you should be evicted. The grounds for this are stated in this Notice.

The meeting to consider this will be in the place and at the time stated in this Notice. You do not have to arrive before the arrival time stated in this Notice.

The proposed date for ending your membership and occupancy rights is stated in this Notice. The board may set a later date.

You may appear and speak at the meeting. You may present written material. You may have a lawyer or other representative speak for you.

You do not have to vacate your unit, but after your membership and occupancy rights are ended, the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006* if it applies, or else by obtaining a writ of possession from the court.

***** If an appeal to the members is permitted under the Occupancy By-law, the following information should be included:**

You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171.8(3) of the *Co-operative Corporations Act*.

Place of board meeting: _____

Time and date of board meeting: _____

Time for arrival: _____

Proposed termination date: _____

Grounds of termination:

(a) **By-laws and parts of by-laws:** _____

(b) **Summary of facts:** _____

Attachments: *(See section 12.2(c) (Notice to Appear Additional Information) of the Occupancy By-law about what should be included. List the Attachments here.)*

Signature: Harry Sherman Crowe Housing Co-operative Inc.
Date: _____ By: _____
Print name:
Title:

Schedule F: Board of Directors' Eviction Decision for Arrears
Harry Sherman Crowe Housing Co-operative Inc.

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because the member owed housing charges to the co-op on the date of the meeting. This is grounds for eviction under section 11.1 (Eviction) of the Occupancy By-law.

Additional decision, if any:

Date of board meeting: _____

A member attended the board meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer _____ Paralegal _____ Other _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

This document is a resolution of the board of directors duly passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____ By: _____

Print name:
Title:

Schedule G: Board of Directors' Eviction Decision**Harry Sherman Crowe Housing Co-operative Inc.**

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Decision refers to all members.

Background:

The Co-operative gave the member a Notice to Appear as required by the *Co-operative Corporations Act* and the by-laws.

Decision:

The occupancy rights of the member in the unit are ended on the date stated in this Decision. The membership of the member in the Co-operative is ended on the same date.

Reasons:

The board of directors made its decision because the member broke the Co-operative's by-laws and eviction is appropriate.

Additional decision, if any:

Date of board meeting: _____

A member attended the board meeting: Yes: _____ No: _____ Who: _____

Representative of a member attended board meeting: Yes: _____ No: _____

Name of representative: _____

Kind of representative: Lawyer _____ Paralegal _____ Other _____

Termination date: _____

Grounds of termination: (*Insert grounds from Notice to Appear as decided by board*)

(a) **By-laws and parts of by-laws broken:** _____

(b) **Summary of facts:** _____

This document is a resolution of the board of directors passed on the date of the board meeting stated in this document and this resolution is still in effect and has not been amended.

Signature:

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____

By: _____

Print name:

Title:

Schedule H: Notice of Eviction Decision for Arrears**Harry Sherman Crowe Housing Co-operative Inc.**

To members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your membership and occupancy rights on the date stated in this Notice.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*.

Additional decision, if any:

Date of board meeting: _____

Housing charges owing at time of board meeting:

\$ _____ as of _____

Termination date: _____

Signature:

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____

By: _____

Print name:

Title:

Schedule I: Notice of Eviction Decision**Harry Sherman Crowe Housing Co-operative Inc.**

To members: _____

Address of member unit: _____

A meeting of the board of directors was held on the date stated in this Notice. You were given a Notice to Appear to be considered at that meeting. The board of directors decided to end your membership and occupancy rights on the date stated in this Notice.

You do not have to vacate your unit, but the Co-operative may get possession of the unit by obtaining an order of the Landlord and Tenant Board terminating your occupancy and evicting you under Part V.1 of the *Residential Tenancies Act, 2006*, if it applies, or else by obtaining a writ of possession from the court.

***** If an appeal to the members is permitted under the Occupancy By-law, the following information should be included:**

You may appeal the board decision to a general meeting of the members. To do this, you must give written notice to the co-operative within seven days after this Notice was given to you. More information about appealing is in Article 15 (Appeals to Membership) of the Occupancy By-law and subsection 171:8(3) of the *Co-operative Corporations Act*.

Additional decision, if any:

Date of board meeting: _____

Termination date: _____

Grounds of termination: (*Insert grounds from board decision*)

(a) **By-laws and parts of by-laws broken:** _____

(b) **Summary of facts:** _____

Signature:

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____

By: _____

Print name:
Title:

Schedule J: Performance Agreement Arrears**Harry Sherman Crowe Housing Co-operative Inc.**

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Agreement refers to each member.

Date of board meeting: _____

Date of this Agreement: _____

Housing charges owing at date of this Agreement: \$ _____

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

The member

- admits that the co-op is owed the amount of housing charges stated in this Agreement.
- agrees to pay the entire amount owing as follows:

- agrees to make these payments to the co-op office by 4:00 p.m. on or before the agreed dates. If any of the agreed dates is a weekend or holiday, the payment must be made by 4:00 p.m. on the next business day.
- agrees to pay all monthly housing charges on or before the first day of each month from the date this agreement is signed.
- agrees to make all arrears and monthly housing charge payments by certified cheque or money order or debit card (if available at the co-op). This will apply until all arrears are paid.
- agrees to meet all the deadlines in this Agreement and not to miss any of them without advance written permission from the co-op.

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

(Choose ONE of the following three paragraphs. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____

By: _____

*Print name:
Title:*

Date: _____

Print name of member: _____

Date: _____

Print name of member: _____

Date: _____

Print name of member: _____

Schedule K: Performance Agreement**Harry Sherman Crowe Housing Co-operative Inc.**

Members: _____

Address of member unit: _____

Note: If there is more than one member, the word "member" in this Agreement refers to each member.

Date of board meeting: _____

Date of this Agreement: _____

A meeting of the board of directors was held on the date stated in this Agreement. The member was given a Notice to Appear to be considered at that meeting.

The member

- admits that the following is true: _____

- agrees to: _____

- authorizes the co-op to give information about this agreement to others as follows:

The member understands the terms of this Agreement and has had the opportunity to get legal advice.

(Choose ONE of the following three paragraphs. Delete the others.)

If the member breaches this Agreement, a Notice to Appear may be issued and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is cancelled on signing this Agreement. If the member breaches this Agreement, a new Notice to Appear may be issued and the member may be evicted.

The board of directors decided to end the member's membership and occupancy rights in the above unit. The eviction decision is suspended on signing this Agreement. If the member breaches this Agreement, the eviction decision will become effective. The date of termination of membership and occupancy rights will be at least ten days after a written notice served on the member as stated in section 17.8 (Serving Documents) of the Occupancy By-law. The notice must state the termination date and details of the breach of this Agreement.

Signatures:

Harry Sherman Crowe Housing Co-operative Inc.

Date: _____

By: _____

Print name:

Title:

Date: _____

Print name of member: _____

Date: _____

Print name of member: _____

Date: _____

Print name of member: _____

Attachment A: Summary of Time Requirements and Examples

In case of conflict the *Co-operative Corporations Act* and the By-law will govern over Attachment A.

Business day

3.3(a) Housing charges are due before noon on first business day of the month.

Example: September 1, 2013 is a Sunday.

Monday, September 2, 2013 is a public holiday—Labour Day.

Housing charges are due on Tuesday, September 3, 2013—the first business day in September.

Budget

4.3 Must be delivered at least five days before the budget meeting.

Example: Budget meeting is June 16, 2014.

Last day to deliver a copy of the budget is June 11, 2014.

Changed housing charges

4.4 Begin on the first day of the third month after the members decide on the change.

Example: Budget meeting is June 16, 2014 and members approve a change.

July is the first month after the decision.

August is the second month after the decision.

Therefore, housing charge change takes effect on September 1, 2014. Changed housing charges apply for September.

Notice of entry

5.2(b) 48 hours notice is required. A time range can be given (5.2(d)).

Example: Plumber to arrive at 8:00 a.m. on Monday, June 16, 2014 to work on several units; will be there for a week.

Notice must be given by 8:00 a.m. on Saturday, June 14, 2014. Notice can cover the whole week to June 20, 2014.

Showing unit

5.2(c) 24 hours notice is required. A time range can be given.

Example: Member has withdrawn from co-op effective June 30, 2014.

Potential new member to look at the unit at 7:00 p.m. June 16, 2014.

Notice must be given by 7:00 p.m. on June 15, 2014.

Year

6.2 Can't be away from unit more than 3 months in a year without board approval.

Example: Member will be away November and December 2014 and January and February 2015.

"Year" means a consecutive twelve-month period, not a calendar year. (See Definitions paragraph 1.6(j)).

Therefore, member can't be away without board approval.

Change in household size

9.5 Notice must be given by member to co-op within 10 days.

Example: Child gets married on May 14, 2014 and leaves home permanently.

Last day for notice to co-op is May 24, 2014.

Withdrawing from co-op

10.2 (b) At least 60 days' written notice required ending on last day of month.

Example: Member wants to withdraw from co-op effective June 30, 2014.

Notice must be delivered to co-op office on or before May 1, 2014.

— 30 days in May (not counting May 1).

— 30 days in June (counting June 30).

— Total 60

Example: Member wants to withdraw from co-op effective August 31, 2014.

Notice must be delivered to co-op office on or before July 2, 2014.

— 29 days in July (not counting July 2).

— 31 days in August (count August 31).

— Total 60

10.2 (c) Special counting rules for February and March.

Example: Member wants to withdraw from co-op effective February 28, 2014 (or 29th in a leap year).

Notice must be delivered to co-op office on or before January 1, 2014.

Example: Member wants to withdraw from co-op effective March 31, 2014.

Notice must be delivered to co-op office on or before February 1, 2014.

Death of a member

10.4 (b) Unit rights and responsibilities end at the end of the month after the month of death.

Example: Member dies on March 15, 2014.

Month after March is April.

Rights and responsibilities end on April 30, 2014.

Notice to Appear for arrears

11.2(c) Notice to Appear to be given by manager by noon on fifth business day of the month.

Example: May 1, 2014 is a Thursday.

Housing charges are due on May 1, 2014.

May 3 and 4 are Saturday and Sunday.

Fifth business day is Wednesday, May 7, 2014.

Delivery of Notice to Appear to member

11.7(a) or 12.2(a) At least 10 days before board meeting.

Example: Board meeting is Monday, June 16, 2014.

Last day to give notice to member is June 6, 2014.

Proposed termination date in Notice to Appear

11.7(b) or 12.2(d) 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

Day to put in notice is Thursday, June 26, 2014.

Proposed termination date in Notice to Appear if there is right of appeal

12.2(d) 20 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

Day to put in notice is Sunday, July 6, 2014. (It can be a non-business day.)

Delivery of notice of board eviction decision to member.

13.1(e) Within 10 days after board meeting.

Example: Board meeting is Monday, June 16, 2014.

Last day to deliver to member is Thursday, June 26, 2014.

Member breaks performance agreement or condition in eviction decision.

14.5(a) and (b) Member must be given at least 10 days' notice of board decision to proceed with the eviction.

Example: Board meeting is Monday, June 16, 2014.

Notice is given to member on Tuesday, June 17, 2014.

First day to take legal action or other steps is Friday, June 27, 2014.

Appeal to membership

15.2(a) Member must give written notice to office within seven days after notice of eviction decision was given.

Example: Notice of eviction decision given on Monday, June 16, 2014.

Last day to deliver appeal notice is Monday, June 23, 2014.

15.2(b) Members' meeting must be at least 14 days after appeal notice received.

Example: Notice of appeal received on Monday, June 23, 2014.

Earliest day for members' meeting is Monday, July 7, 2014.

15.4(g) If appeal not successful, termination date is second day after meeting (unless the membership changes it).

Example: Members' meeting is Tuesday, July 8, 2014.

Termination date is Thursday, July 10, 2014.

Q

Q

Q

Harry Sherman Crowe Housing Co-operative Inc.

Member Selection and Unit Allocation By-law

Member Selection and Unit Allocation By-law

as passed by the Members on March 26/01.

Bylaw No. 18 Member Selection and Unit Allocation By-law

This By-law contains the rules under which the Harry Sherman Crowe Housing Co-operative Inc. (the co-op) chooses prospective members, allocates units to members, and the rights and obligations of both the co-op and its members. The *Co-operative Corporations Act* (the *Act*) regulates how the co-op must be run. Certain parts of the *Act* contain rules which are not included in this By-law. Members should refer to them when questions come up.

Schedule A

**Application for Relocation
at
Harry Sherman Crowe Housing Co-operative Inc.**

List each Member in the Member Unit:

Please print or type. Add additional pages if necessary.

- 1.
- 2.
- 3.
- 4.

The address of your Member Unit:

51 The Chimneystack Road Unit #

List other persons in the Member Unit:

1. under 16 Long term Guest other
2. under 16 Long term Guest other
3. under 16 Long term Guest other
4. under 16 Long term Guest other
5. under 16 Long term Guest other
6. under 16 Long term Guest other

List which persons in the unit would like to relocate:
 ALL or list

Please print or type. Add additional pages if necessary.

- 1.
- 2.
- 3.
- 4.

Signature(s) of Member(s):

Member 1:	Date:
Member 2:	Date:
Member 3:	Date:
Member 4:	Date:

Signature for
the Co-op:

Co-op

by:

Date:

Reason(s) for
moving:

Into which
would you like
to move?

Please print or type. Add additional pages if necessary.

Apartment Units: Any
 North side South side East end West end
 One bedroom
 Two bedroom any, or which size A B C
 Mobility Challenged Accessible two bedroom
 Three bedroom
 Four bedroom (1 unit only, north side, west corridor)

Townhouse Units: Any

(The front door is defined as the door with the concrete steps leading up to it.)

Front Door Facing

North South West
 Three bedroom Four Bedroom

Article 1

About This By-law and Schedules

1.1 This By-law contains the rules under which the Harry Sherman Crowe Housing Co-operative (the “Co-operative” or “co-op”) chooses prospective members and allocates units to its members and prospective members. The *Co-operative Corporations Act* (the “Act”) regulates how the Co-operative must be run. Certain parts of the *Act* contain rules which are not included in this By-law. Members should refer to them when questions come up.

1.2 Priority of This By-law

(a) This By-law takes the place of or amends all previous by-laws or resolutions that deal with member selection and unit allocation by the co-op and its members. In particular, this By-law repeals and replaces By-law no.6 Appendix A. Any future by-law can only amend this By-law if the future by-law states that it is doing so. No one can commit to anything dealing with member selection and unit allocation except where they are authorized under this By-law. Any unauthorized commitment is not effective.

(b) If there is a conflict between documents, the following will govern in the order in which they appear:

- first the Ontario Human Rights Code
- second the *Act*
- third, the Articles of Incorporation
- fourth, the Ministry of Municipal Affairs and Housing
- fifth, the Occupancy By-law,
- sixth, this by-law, and
- seventh, the other by-laws of the co-op, unless the by-laws state differently.

Article 2: Member Selection Committee

2.1 Purpose

The Member Selection Committee (the "Committee") shall be assigned the task of finding, processing, interviewing applicants that wish to be members of the co-op. Its mandate shall be from the Board of Directors (the "Board") and answering to the Board.

2.2 Composition

This Committee shall be composed of members of the co-op. The Committee members shall be members of the co-op for at least one year. The Committee members shall be members in good standing. The co-op shall maintain a Member Selection Committee chosen or approved by the Board, in consultation with the existing Committee members.

2.3 Confidentiality

The Committee shall operate as a confidential committee reporting directly to the Board. The Committee members shall sign the same confidentiality agreement as the Board.

2.4 Operation

The Committee shall operate with rules of order, minutes, Chair, Secretary, and any other positions that the Committee requires to function. The number of Committee members required to fulfill its mandate shall be decided by the Committee with the Board's approval.

Article 3:

Member Selection Criteria

3.1 Member selection criteria

The member selection criteria set out the standards that the co-op shall use when assessing applicants' suitability for membership. These standards shall be applied equally to all applicants.

3.2 No Discrimination

The co-op shall not discriminate the suitability of applicants by reason of:

- race,
- nationality or ethnic origin,
- colour,
- religion,
- age,
- sex,
- marital status,
- political ^{Affiliation} disability or activity,
- sexual orientation,
- family relationship,
- physical disability,
- conviction for which a pardon has been granted, or
- by any other reason which would be a violation of fundamental human rights.

3.3 Applicants must be prepared and willing to:

- participate in the development of the co-op as a community.
- abide by the by-laws, rules, and regulations set out by the co-op.
- respect the rights of others.
- live in the co-op for at least two (2) years.

3.4 **Financial Responsibility**

- i. Applicants must be financially responsible, have a satisfactory credit rating and have a satisfactory credit record.
- ii. In assessing the financial responsibility of applicants, the co-op will review an applicant's current accommodation cost, household income, rent-payment history, credit record and rating, and household expenses to determine an applicant's ability to pay the co-op's housing charges. These criteria shall apply to all applicants.
- iii. If credit or landlord check reveals information detrimental to an applicant, the applicant shall be afforded the opportunity to clear up any misinformation or provide new information to the co-op.

Article 4: Member Selection Process

4.1 Purpose

The purpose of the selection process is to ensure that all applicants are evaluated equally and fairly using the member selection criteria.

4.2 Process

The co-op shall determine the order of the process.

The process shall include:

- an application for membership,
- receipt of a fully completed application by the co-op,
- a credit check,
- a landlord check,
- a financial responsibility check,
- an information or orientation session,
- at least one interview,
- a decision by the Member Selection Committee,
- a decision by the Board of Directors, and possibly
- a waiting period for a vacant unit.

4.3 Application Form

The co-op shall have application forms for applicants. The design of the form may vary as the co-op requires. The co-op shall not process an incomplete Application form. A complete application form means an application where the entire form has been filled and signed by all household members over the age of sixteen (16), and they must all submit proof of income acceptable to the co-op.

4.4 Financial Responsibility

The Arrears Committee of the co-op shall decide specific guidelines it shall use for this matter. If the applicant(s) is (are) required to appear at the co-op to answer questions these can be in person before the Arrears Committee or in writing to and from the Arrears Committee.

- i. Applicants must be financially responsible, have a satisfactory credit rating and have a satisfactory credit record.
- ii. In assessing the financial responsibility of applicants, the co-op will review an applicant's current accommodation cost, household income, rent payment history, credit record and rating, and household expenses to determine an applicant's ability to pay the co-op's housing charges. These criteria shall apply to all applicants.
- iii. If a credit or landlord check reveals information detrimental to an applicant, the applicant shall be afforded the opportunity to clear up any misinformation or provide new information to the co-op.

4.5 Interviews

a. The First Interview

The Committee shall arrange interviews to maintain a waiting list for a unit or to fill a unit. There shall be two Committee members conducting the interview in accordance with procedures established by the committee and approved by the Board.

At the interview:

- two Member Selection Committee members shall conduct the interview.
- all members of the household more than sixteen must be interviewed.

Only those applicants that are interviewed and approved for membership may become members.

b. **The Second Interview**

If the Committee feels that it was not satisfied with the first interview the Committee shall conduct a Second Interview.

At the interview:

- another two Member Selection Committee members shall conduct the interview.
- all members of the household more than sixteen must be interviewed.

Only those applicants that are interviewed and approved for membership may become members.

c. **Appeals of the Board of Directors Decision**

The Board will receive any appeals of the Board of Directors rejections which may be based upon the Committee recommendation of rejection.

The Board may uphold the Board of Directors own decision possibly based upon the Committee recommendation, without any further appeal.

If the Board chooses to consider the appeal, the Board of Directors will review the material that the Board of Directors and the Member Selection Committee used to arrive at their decisions. The Board will also speak to the original interviewers and Committee.

An additional Interview by the Board of Directors may be conducted.

At any such interview of the Appellant:

- a least two members of the Board of Directors shall conduct the interview.
- all members of the Appellant household more than sixteen must be interviewed.

Only those Appellants that are interviewed and approved for membership may become members.

The results of this appeal shall be communicated to the Member Selection Committee, and to the Appellant, in a timely manner.

4.6 Unit Allocation to Applicants

Subject to waiting lists, units shall be allocated to approved applicants on the basis of:

- the limits within the Occupancy By-law (By-law 16, Article 6, Subsection 6.2), then
- availability of the unit size, and then
- availability of the approved applicant.

Also, see the Article 5: Waiting List portions of this By-law.

Article 5:

Waiting Lists

5.1 Administration

The Co-op shall maintain a Waiting List Committee. The Waiting List Committee shall be composed of one member of the Member Selection Committee, one member of the Board of Directors, and an Administrative Staff member. The Waiting List Committee shall administer the Waiting lists of the co-op.

5.2 Purpose of the Waiting Lists

- (a) The co-op maintains waiting lists to allow it to have a pre-approved interested party for a requested or required action once there is an opportunity available. A waiting list allows the co-op to reduce financial loss caused by delays in finding and processing potential interested parties.
- (b) This article of this by-law is to direct the co-op in administering its waiting lists.
- (c) The co-op maintains waiting lists to allow an ordering of applicants.

5.3 Types of Waiting Lists

There shall be waiting lists for a variety of differing purposes including but not limited to:

- Internal Waiting List [Member(s) waiting for a Change in Unit].
- External Waiting List [Approved for Membership waiting for unit allocation].
- Applicants waiting for an Interview.
- Parking spaces.

5.4 Priority of the Waiting Lists

Order in which the Waiting lists are to be consulted:

- i Internal Waiting List [Member(s) waiting for a Change in Unit].
- ii External Waiting List [Approved for Membership waiting for unit allocation].
- iii Applicants waiting for an Interview.
- iv Any other waiting lists.

5.5 Priority of Persons on Waiting Lists

Members shall be considered first, Approved Applicants shall be considered next, Non-members shall be considered last for any matter for which they are waiting. The Board of Directors shall make decisions where there is a dispute. Their decision regarding persons that are not members cannot be appealed.

Multiple Applicants for the same matter shall have their decision mainly based upon information in the following order:

- i. the Applicant with the longest time as a member. (Seniority)
- ii. the order in which the application was submitted by date order. (Seniority tie breaker.)
- iii. the numerical sequence of the application, if applicable. (Further, Seniority tie breaker. The numbering was used in the earliest applications.)
- iv. the date order of availability of the member to do, or qualify for, the requested matter.
- v. the date order of receipt of the newest original application submitted to become a member. (The inability to retain seniority past occupancy. Further, to deal with the possibility of multiple applications prior to acceptance as a member.)
- vi. In the event that two or more members combine in a unit the oldest application shall be used for the purposes of Member Unit applications, but only while these Members remain together.
- vii. In the event that two or more members separate from a member unit. Each separate member shall retain the same position that they held prior to separating. (There is the potential that a member was added to an existing unit at a later point in time, this will not change the date that each became a member.)

Article 6:

Internal Waiting List

6.1 Considerations

- (a) Internal moves are an expensive matter for the Co-operative as the desired unit must be prepared for occupancy, and the existing unit shall remain vacant during its preparation for the next occupant.
- (b) To ensure that the Co-op is not an insular environment where only current members fill vacant units from within, the following shall be enacted to allow outside applicants to also join our community from time to time.

If there is no vacancy created, the move shall **not** be considered an Internal move.

This can occur if one or more members of a member unit wish to relocate to a separate member unit. The member(s) wishing to move shall be placed upon the **External Waiting List** (see Article 7) if:

- they are members in good standing of the co-op.
- the original member unit still has a member.
- the members have all resided within the co-op for at least one (1) year.
- that each of the member units that would be formed shall be financially viable.
- that any member units created shall all meet the Occupancy Minimum and Maximum Limits within the Occupancy By-law.
- the position on the **External Waiting List** shall become the date of receipt of the completed application form.

6.2 List content

This list shall consist only of Member Units that have submitted a written application to relocate and that will be remaining together after the move.

6.3 How to Apply

This application shall specify the unit, size, or location (general or specific) to which the member unit wishes to relocate. The Member(s) will be requested to use an **Application for Relocation** form as is in the Schedule A attached (or as modified by the co-op from time to time.)

6.4 Qualifications

In order to relocate a member unit **all** the member(s):

- must have an excellent membership record for the past one (1) year. (This includes participation and following Co-operative principles, among other factors.)
- must have signed the **Application for Relocation**.
- must have a satisfactory **Unit Inspection Report**. Otherwise, the repairs must be made prior to being placed upon the list. A re-inspection shall be done again once a potential unit is to be offered and it also must be satisfactory prior to the potential unit being offered.
- must not be in arrears, or must have a repayment agreement that is current.
- must have lived in the current unit for one (1) year.
- must have on placed a refundable deposit of \$100.00 (or some other sum as determined by the Board of Directors, from time to time) for cleaning and repairs of the unit being left. If this sum is insufficient, then the actual sum shall be considered Housing Charges as per the Occupancy By-law "other charges." (By-law 16, Article 3, Subsection 3.1(a), bullet 4)

6.5 Priority

Determining the priority of Internal moves takes into consideration the priority in part 5.5 of this by-law and the following:

- a. All persons in the Member Unit are : Members, persons under the age of sixteen, or Long Term Guests. (By-law 16, Article 7, Subsections 7.2, 7.3, and 7.5)
- b. The Operating Agreement with the Government is being followed with the move.
- c. If a Housing Charge Subsidy is required, that such funding is available.
- d. The needs of the Co-op and the Member Unit in greatest need, shall be taken into consideration.

6.6 Occupancy Limits

The Occupancy Minimum and Maximum Limits within the Occupancy By-law shall govern the number of persons in a unit for the purposes of this By-law. (By-law 16, Article 6, Subsection 6.2)

6.7 No Trading

Trading of units among members shall **NOT** be permitted. This By-law may help such moves by application to do so.

6.8 Retention of Priority

A Member Unit may turn down any unit that has been offered and retain a position on the Internal Waiting List. If the internal move is required because of the Occupancy By-law please refer to that By-law. (By-law 16, Article 6, Subsection 6.2(c))

6.9 Co-op Advised

Members shall advise the Co-op office within two business days (48 hours) of the acceptance of an offered unit. If the member(s) does not (do not), they shall be considered to have refused the offered unit. If the Co-op is unable to contact the Member Unit within three business days (72 hours), the unit shall be offered to the next Member Unit. The Member Unit that was unable to be contacted shall retain a position on the Waiting List that is appropriate.

APPENDIX Z

**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.
TRUSTEE'S STATEMENT OF RECEIPTS AND DISBURSEMENT
FOR THE PERIOD MARCH 14, 2023 TO NOVEMBER 17, 2025**

RECEIPTS	Notes
Opening cash on hand	\$ 49,444
Housing charges and parking	4,796,477
Government subsidies - operating funds and	5,420,649
Receiver's fees	1
Government subsidies - capital projects	442,063
Laundry and commercial parking	80,906
HST refund/rebate	579,069
Interest	42,223
Insurance refund	855
Total receipts	\$ 11,411,686

DISBURSEMENTS	
Mortgage payments	\$ 4,322,850
Property taxes	614,746
Repairs and maintenance	1,586,708
Consultants fees - capital projects	40,255
Insurance	351,838
Gas	200,633
Telephone	39,756
Water and electricity charges	1,123,951
City of Toronto - emergency services	36,072
Property management and bookkeeping fees	1,253,708
Janitorial services, waste removal, landscaping and snow clearing	143,508
Receiver's fees	538,694
Audit fees - year end June 30, 2022, 2023, 2024 and 2025	65,600
Legal fees	285,709
HST/PST paid	622,276
HST remitted to Canada Revenue Agency	15,750
Cooperative Housing Federation of Canada/Cooperative Housing Federation of Toronto - membership fees 2023 and 2024	47,904
Photocopier	11,984
Change of locks - common areas/units and security services	4,060
Filing fees, Ascend license, bank charges, expense reimbursements, office supplies, replenishment of petty cash, other	7,352
Total disbursements	\$ 11,313,356
Excess of receipts over disbursements	\$ 98,331

**IN THE MATTER OF THE RECEIVERSHIP OF
HARRY SHERMAN CROWE HOUSING COOPERATIVE INC.
TRUSTEE'S STATEMENT OF RECEIPTS AND DISBURSEMENTS
FOR THE PERIOD MARCH 14, 2023 TO NOVEMBER 14, 2025**

Notes:

1. The Receiver applied to the City of Toronto for capital repairs funding for various projects, including replacement of the roof of the Co-op, modernization of the elevators, replacement of ground lighting, booster pump replacement and replacement of hallway, common area and parking garage lighting. The City of Toronto provided an initial installment of \$431,250 in this regard, which is 30% of the total approved costs for all projects. To date the Receiver has used entire installment paid by the City of Toronto towards the capital projects. The City continues to provide additional funds as invoices for the capital projects are provided to the City and various criteria under the Canada-Ontario Community Housing Initiative Contribution Agreement are fulfilled. The Co-op recently paid an invoice for its paving project in the amount of \$227,808, inclusive of HST, for which it has yet to be reimbursed by the City of Toronto as part of the COCHI capital projects.
2. Includes charges from the City of Toronto for attending to, among other things, residents trapped in the Co-op's elevators and false fire alarms triggered by residents. Invoices from the City of Toronto for these services were previously included on water and electricity bills invoiced by York University. Since May 2024, the Receiver has requested that invoices for these types of charges from the City of Toronto be forwarded to the Receiver separately and not be included in York University's invoices.

APPENDIX AA

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N :

CITY OF TORONTO

Applicant

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondents

AFFIDAVIT OF ARIF DHANANI
(Sworn November 14, 2025)

I, **ARIF DHANANI**, of the City of Toronto, in the Province of Ontario, **MAKE OATH AND SAY:**

1. I am a Managing Director of TDB Restructuring Limited (“**TDB**”) and as such I have personal knowledge of the matters to which I hereinafter depose, save and except those matters based upon information and belief, in which case I have stated the source of such facts, all of which I verily believe to be true.

2. Pursuant to an order of the Court dated March 14, 2023 (the “**Appointment Order**”), RSM Canada Limited was appointed receiver and Manager (the “**Receiver**”), without security, over of all of the assets, undertakings and properties of Harry Sherman Housing Cooperative Inc. (“**HSC**” or the “**Co-op**”) acquired for, or used in relation to a business carried on by HSC,

including all proceeds thereof. A copy of the Appointment Order is attached as Appendix A to the Receiver's Third Court Report.

3. On March 4, 2024, the Court granted an order substituting TDB Restructuring Limited in place of RSM Canada Limited as Receiver (the "**Omnibus Order**"). A copy of the Omnibus Order is attached as Appendix B to the Receiver's Third Court Report.

4. Attached hereto and marked as **Exhibit "A"** to this my affidavit are copies of invoices issued by the Receiver for fees and disbursements incurred by the Receiver in respect of the receivership proceedings from April 1, 2025 to October 31, 2025 (the "**Period**"). The total fees charged for the Period are \$128,904.60, plus disbursements of \$103.51 and HST of \$16,771.07 for a total of \$145,779.18. The average hourly rate charged during the Period was \$447.90.

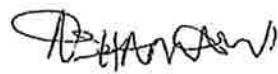
5. The Receiver's fees and disbursements plus HST have been subsidized by the City of Toronto.

6. The invoices are a fair and accurate description of the services provided and the amounts charged by the Receiver for the Period.

7. Attached hereto and marked as **Exhibit "B"** is a schedule summarizing the invoices in Exhibit "A", the total billable hours charged, the total fees charged and the average hourly rate charged.

8. I make this affidavit in support of a motion for an Order approving the Receiver's fees and disbursements and for no other or improper purpose.

SWORN BEFORE ME remotely by)
Arif Dhanani, stated as being located at)
the City of Toronto in the Province of)
Ontario, before me at the City of Toronto)
in the Province of Ontario, on November)
14, 2025, in accordance with O. Reg)
431/20, Administering Oath or)
Declaration Remotely.)

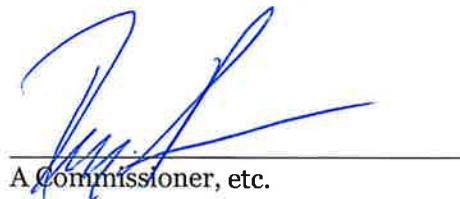


ARIF DHANANI


A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.

**THIS IS EXHIBIT "A" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN
BEFORE ME THIS 14TH DAY OF NOVEMBER, 2025**



A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.



To TDB Restructuring Limited
 Court-appointed Receiver of
 Harry Sherman Crowe Housing Cooperative Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

11 King St. W, Suite 700 ☎
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca 📩
 416-575-4440 📞
 416-915-6228 📲

tdbadvisory.ca

Date May 20, 2025

Client File 3-001
Account # TDB #15
No. 2505026

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. (the "Co-op"), for the period April 1, 2025 to April 30, 2025.

Date	Professional	Description	Time
4/1/2025	Arif Dhanani	Review of amounts deposited in Co-op's operating account, complete documentation for transfer of funds to Receiver's trust account, make transfer and send documentation to J. Hornbostel to record transfer in Receiver's G/L; complete documentation for payment of April 2025 mortgage, pay mortgage; send documentation to J. Hornbostel to record mortgage payment in Receiver's GL; send mortgage payment confirmation to MCAP; review and respond to email from C. de Poppe of Community First Developments Inc. ("CFDI") re further COCHI funding submission and 5-year capital expenditure plan; review of email from E. Vieira of CFDI to HSS with further COCHI invoices; review listings of debit and Tenantpay payments made by residents on March 31, 2025 for housing and parking charges; review of cheque deposits made by CFDI to Receiver's trust account on March 31, 2025, complete supporting documentation and send same to J. Hornbostel to record same in Receiver's GL; call with S. Lama of the City of Toronto re counsel.	1.8
4/1/2025	Jennifer Hornbostel	Post transfer from operating account; post receipt of rental and parking income; post payment to MCAP.	0.3
4/2/2025	Arif Dhanani	Review and respond to email from P. Cho of WeirFoulds LLP re modification of draft email to the City of Toronto; review of listing of debit and Tenantpay payments made by residents on April 1, 2025 for housing and parking charges; review email from E. Vieira re deficiencies noted in February monthly fire inspection and quote for rectification of same, approve quote; review Co-op's operating account for various credits, including payment of \$10,813 in connection with COCHI expenses for first submission; review of HST rebate cheques deposited by D. Nishimura and forward copies of same to CFDI; review of email from CFDI with copies of submissions to Canada Revenue Agency ("CRA") for quarterly HST rebates and outstanding cheques; compare rebate submissions to cheques; discussion with D. Nishimura re further two HST rebate cheques to be received.	1.2

Date	Professional	Description	Time
4/2/2025	Jennifer Hornbostel	Post receipt of HST refunds.	0.1
4/2/2025	Donna Nishimura	Prepare receipts processing form and deposit HST cheques at the bank.	0.5
4/3/2025	Arif Dhanani	Review of listings of debit and Tenantpay payments made by residents on April 2, 2025 for housing and parking charges.	0.2
4/4/2025	Arif Dhanani	Review of email from C. de Poppe re fire alarm activation, including draft notice for residents, approve notice and request for it to be posted as soon as possible; review of listing of debit payments made by residents on April 3, 2025 for housing and parking charges; download from Receiver's online banking platform Co-op's trust account bank statement and Co-op's operating account bank statement for March 2025, resident EFT payments taken on April 1, 2025 and Receiver's cheque register for March 2025 and send all to CFDI; review listing of cheques deposited to Receiver's trust account on April 4, 2025, complete documentation for recording of deposit in Receiver's GL and send same to J. Hornbostel.	1.1
4/4/2025	Jennifer Hornbostel	Post rental and parking income.	0.1
4/4/2025	Anne Baptiste	Prepare bank reconciliation for March 2025.	1.0
4/7/2025	Arif Dhanani	Review letter from counsel to Sinai Plumbing; forward same to WeirFoulds for response and comment on same; review of listing of debit payments made on April 7, 2025 by residents for housing and parking charges; review email from E. Vieira re sprinkler system repair required and quote for same, approve quote.	0.7
4/7/2025	Bryan Tannenbaum	Receipt and review of D. Ebady, counsel for Sinai Plumbing, email letter regarding Sinai Plumbing; review of A. Dhanani email re same to P. Cho for response.	0.2
4/8/2025	Arif Dhanani	Review of email from L. Lee of CFDI re HST return filed for the period January 1 to March 31, 2025, review return filed; email to J. Hornbostel with request to process cheque for payment to CRA; complete cheque processing documentation and email same to J. Hornbostel with request to process cheque for monthly insurance installment; review of email from E. Vieira re no heat in building.	0.4
4/8/2025	Bryan Tannenbaum	Review and sign cheques.	0.1
4/8/2025	Jennifer Hornbostel	Prepare and mail cheques to CRA and Cooperators.	0.5
4/9/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
4/9/2025	Arif Dhanani	Email to E. Vieira and L. Lee re COCHI invoices, receipt of funds from HSS for reimbursement of various COCHI invoices and include various supporting emails and documents; review listing of debit payments made by residents on April 7 and 8, 2025 for housing and parking charges; review listing of Tenantpay payments made by residents on April 7, 2025 for housing and parking charges; review invoice from Toronto Fire Services forwarded by York University re nuisance false alarm, complete documentation for payment of invoice and email all to J. Hornbostel to process cheque; review listing of cheques deposited to Receiver's trust account on April 8, 2025, complete documentation for recording of deposit and send same to J. Hornbostel to record in Receiver's GL; review Receiver's GL and bank account and reconcile difference; briefly review accounts payable invoices uploaded by E. Vieira and calculate Receiver's GL balance after payment of accounts payable.	1.6
4/10/2025	Arif Dhanani	Detailed review of accounts payable submission made by E. Vieira and email to J. Hornbostel in this regard with comments on same; review of	1.4

Date	Professional	Description	Time
		email from E. Vieira re TH 36 mold removal and quote for same, approve quote; review of payment proposal letter sent by TH24 and email to E. Vieira with questions regarding same; review of contract for landscaping services forwarded by E. Vieira and make changes thereto; email amended contract to E. Vieira with explanation of changes and request to forward contract to landscaping provider for approval.	
4/14/2025	Arif Dhanani	Review and respond to email from WeirFoulds re questions on unit occupants, RGI units, renovations and invoices therefor and composition of the board of directors; review of further email from WeirFoulds; email to E. Vieira asking for specific resident information; review and sign off on accounts payable cheques.	2.0
4/14/2025	Jeff Berger	Review and sign cheques to suppliers.	0.7
4/14/2025	Jennifer Hornbostel	Prepare and mail A/P cheques.	1.5
4/15/2025	Arif Dhanani	Review of draft email from P. Cho to D. Ebady; re-review of letter from D. Ebady and respond to P. Cho; review of update from L. Lee re call with CRA on remaining HST rebates and respond thereto; review supporting documentation for payment of York University invoice for water and electricity, pay invoice and send payment confirmation to J. Hornbostel to record same in Receiver's GL, send payment confirmation to York University; review of Tenantpay payments made by residents on April 11, 2025 for housing and parking charges; review of debit payments made by residents on April 10 and 11, 2025 for housing and parking charges.	1.0
4/15/2025	Jennifer Hornbostel	Post payment to York University.	0.1
4/15/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email to P. Cho re finalize email to Sinai Plumbing counsel; review of P. Cho email re same.	0.2
4/16/2025	Arif Dhanani	Review of email from E. Vieira re Mid-Northern Electric; review of email from P. Cho to D. Ebady re Sinai Plumbing; review and sign Mircom Security release form for access to programming function of fire alarm panel and equipment; review of email from E. Vieira re payment to Lifeline Fire Protection, review Receiver's GL, cheque register and online bank statement and respond to E. Vieira confirming payment to Lifeline, including cheque number, date and amount, invoice numbers paid and date cheque was cashed.	1.0
4/17/2025	Arif Dhanani	Review of email from P. Cho to C. Betty of Betty's Law Office re availability of boardroom key for sign out.	0.1
4/21/2025	Arif Dhanani	Emails from/to E. Vieira re petition circulating among members to reinstate board; review of listing of Tenantpay payments made by residents on April 17, 2025 for housing and parking charges; reconcile Receiver's GL to bank and complete Receiver's statement of receipts and disbursements as at March 31, 2025; review of listing debit payments made by residents on April 17, 2025 for housing and parking charges; review of listing of Tenantpay payments made by residents on April 21, 2025 for housing and parking charges; reconcile Receiver's GL to bank and complete Receiver's statement of receipts and disbursements as at April 20, 2025; draft portions of Receiver's second report; complete fee summary for second report; review and respond to E. Vieira re quote for cleaning and other supplies required for the Co-op.	2.6
4/22/2025	Arif Dhanani	Brief review of court report draft sent by WeirFoulds; email to E. Vieira with questions; review of response from E. Vieira and forward same to WeirFoulds; email to WeirFoulds with availability for a call with the City of Toronto and York University on April 28th or 29th; email to R. Silva of York University re timing and purpose of meeting on April 28th and	1.2

Date	Professional	Description	Time
		29th and request for confirmation of same; review of insertions and additions made to sections 5 and 5.1 in Receiver's second report by WeirFoulds.	
4/22/2025	Bryan Tannenbaum	Receipt and review of P. Cho email attaching comments to draft second consolidated report; review of A. Dhanani email to P. Cho re meeting; review of A. Dhanani email to York University for a meeting.	0.4
4/23/2025	Arif Dhanani	Review of draft of Receiver's second report sent by WeirFoulds and comment thereon; email to E. Vieira re clarification required by WeirFoulds on long term guests and Co-op membership; review of email from E. Vieira and forward same to WeirFoulds re long term guests and Co-op membership.	2.8
4/24/2025	Arif Dhanani	Review of email from R. Silva re property tax invoices unpaid, review Receiver's GL and records for copies and payment of same and respond to R. Silva re non-receipt of invoices; follow up email to R. Silva re call with the City of Toronto; review email from R. Silva regarding meeting and forward same to P. Cho; review of email from P. Cho re timing of service of Receiver's materials and email to R. Silva in this regard.	1.0
4/25/2025	Arif Dhanani	Review of email from P. Cho re agreement governing Co-op and respond thereto; review of changes made to report by WeirFoulds; review RFEIQ Process document; email to P. Cho re clean-up of report and RFEIQ Process document; accept changes to court report and track further changes; accept changes to RFEIQ document and track further changes; send all to WeirFoulds; review of email from R. Silva and email to P. Cho in this regard; review of email from E. Vieira re Unit 604 and respond to E. Vieira with questions; add additional member of CFDI to accounts payable sharing folder at the request of L. Lee and send confirmation email to CFDI.	2.9
4/25/2025	Bryan Tannenbaum	Receipt and review of P. Cho email attaching updated version of the court report; review of P. Cho email regarding Operating Agreement; review of P. Cho email re updated RFEIQ Process with proposed timelines.	0.5
4/28/2025	Arif Dhanani	Review of email from P. Cho with further updates on report; review of listing of debit and Tenantpay payments made by residents on April 25, 2025 for housing and parking charges; call with the Cooperators re light post damaged by GFL disposal truck; review accounts payable invoices and vouchers uploaded by E. Vieira, review Receiver's GL balance; email to E. Vieira re Solar Roofing invoice and inability to pay same until the Receiver receives reimbursement from the City of Toronto; review of cheques deposited to Receiver's trust account on April 28, 2025, complete documentation for recordings same in Receiver's GL and send all to J. Hornbostel; reconcile legal fees paid vs. outstanding for the Receiver's counsel; email to L. Lee re additional subsidy to be paid by the City of Toronto on May 1, 2025 and provide L. Lee with copies of all legal fee invoices for the Receiver's counsel.	2.1
4/28/2025	Donna Nishimura	Prepare receipts processing form and deposit HST cheque at the bank.	0.3
4/28/2025	Jennifer Hornbostel	Post receipts for HST refund and rental and parking income.	0.2
4/29/2025	Arif Dhanani	Review and respond to email from L. Lee re legal fees and additional subsidy to be provided by the City of Toronto, including review of budget to actual variance in legal expenses; call with P. Cho to go through various outstanding comments in the Receiver's second report to Court; review of listing of debit payments made by residents on April 28, 2025 for housing and parking charges; review of April 2025 management report and March 2025 financial statements and email same to S. Lama	6.4

Date	Professional	Description	Time
		with comments; detailed review of Receiver's second court report, comment thereon and send track changes version to P. Cho at WeirFoulds; complete TDB fee affidavit; review RFEIQ Process document and comment thereon; review summary of Appendix K and respond with confirmations to questions from WeirFoulds; commence assembling appendices for second report.	
4/29/2025	Jennifer Hornbostel	Prepare A/P cheques for signing; prepare labels; post electronic payments to York University.	1.4
4/29/2025	Bryan Tannenbaum	Receipt and review of C. de Poppe email re COCHI report; receipt and review of E. Lok of CFDI email re same.	0.2
4/30/2025	Arif Dhanani	Assembling appendices for second report to court; corresponding with WeirFoulds on report and changes thereto; finalize and execute Receiver's Second Court Report.	3.7
4/30/2025	Jeff Berger	Review and sign supplier cheques.	0.7
4/30/2025	Jennifer Hornbostel	Mail cheques; arrange courier.	0.3
4/30/2025	Bryan Tannenbaum	Review, approve and sign cheques; review of follow up emails to CFDI re COCHI report.	0.5
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			45.1

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.10	\$ 595	\$ 1,249.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	35.20	\$ 495	17,424.00
Jeff Berger, CPA, CA, CIRP, LIT	Vice President	1.40	\$ 495	693.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	6.40	\$ 125	800.00
Total hours and professional fees		45.10		\$ 20,166.50
HST @ 13%				2,621.65
Total payable				\$ 22,788.15



To TDB Restructuring Limited
 Court-appointed Receiver of
 Harry Sherman Crowe Housing Cooperative Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

11 King St. W, Suite 700 ☎
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca 📩
 416-575-4440 📞
 416-915-6228 📲

tdbadvisory.ca

Date June 23, 2025

Client File 3-001
Account # TDB #16
No. 2506027

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. (the "**Co-op**"), for the period May 1, 2025 to May 31, 2025.

Date	Professional	Description	Time
5/1/2025	Jennifer Hornbostel	Post receipt from Co-op operating account; post mortgage payment to MCAP.	0.2
5/1/2025	Arif Dhanani	Review of emails from P. Cho of WeirFoulds LLP re redacting portions of appendices to Second Court Report and respond thereto; review of Co-op operating account, complete supporting documentation for transfer from operating account to Receiver's trust account, transfer funds and send transfer confirmation and supporting documentation to J. Hornbostel to record in Receiver's GL; review listing of April 30, 2025 debit and Tenantpay payments made by residents for housing and parking charges; complete documentation for payment of May 2025 mortgage payment, make mortgage payment; send supporting documentation and payment confirmation to J. Hornbostel to record in Receiver's GL; send payment confirmation to MCAP; review City of Toronto's funding letter and forward same to L. Lee of Community First Developments Inc. ("CFDI"); review email from E. Vieira of CFDI re TH12 and respond thereto; review of email from R. Silva of York University re court and respond thereto; forward email chain with York University to WeirFoulds; review of email from C. Betty of Betty's Law Office forwarded by P. Cho with agenda for proposed members meeting and detailed email to P. Cho in this regard; email exchange with B. Tannenbaum re meeting with P. Cho.	2.4
5/1/2025	Bryan Tannenbaum	Receipt and review of P. Cho email attaching C. Betty email with general meeting notice for May 10, 2025; review of P. Cho email attaching an email from C. Betty requesting an adjournment of Motion Hearing; receipt and review of A. Dhanani email to P. Cho with detailed comments on general members meeting called by R. Kerr per C. Betty's email; receipt and review of A. Dhanani email to P. Cho re C. Betty's request for payment of his fees.	0.9
5/2/2025	Arif Dhanani	Review of debit payments made on May 1, 2025 by residents for housing and parking charges; review of Receiver's GL to reconcile cash balance; review of Motion Record served by WeirFoulds and draft Orders therein;	2.4

Date	Professional	Description	Time
		email to D. Nishimura re posting the Receiver's Second Court Report and Motion Record on the Receiver's webpage in accordance with the Court's e-Service Protocol; detailed email to S. Lama and P. Fischer of the City of Toronto (the "City") re Receiver's Second Court Report and communication with C. Betty; review of email from M. Siboni of the City of Toronto to C. Betty; email to P. Cho in this regard; review email from P. Cho re discussion with M. Siboni; review of draft email from P. Cho to C. Betty and comment thereon; review of email sent by P. Cho to C. Betty.	
5/2/2025	Bryan Tannenbaum	Receipt and review of C. Betty email to P. Cho re fees; receipt and review of A. Dhanani email to the City with detailed status of Motion, C. Betty and requests; receipt and review of M. Siboni email to C. Betty re fees and court approval/direction required; email from A. Dhanani to P. Cho re commenting on C. Betty's position; review of P. Cho response; review of P. Cho email with draft email to C. Betty regarding Motion Record and request to postpone general members meeting; email with comments to P. Cho draft provided; review of P. Cho response with changes; receipt and review of A. Dhanani email to P. Cho with edits; other emails re same; receipt and review of P. Cho final email to C. Betty.	1.5
5/2/2025	Donna Nishimura	Post Receiver's Second Report to the Court and Motion Record of the Receiver to the client webpage on the TDB website.	0.5
5/4/2025	Bryan Tannenbaum	Receipt and review of C. Betty's email to P. Cho.	0.1
5/5/2025	Arif Dhanani	Review of email from C. Betty to P. Cho.	0.1
5/5/2025	Tanveel Irshad	Prepare S.246(2) notice and statement of receipts and disbursements ("R&D").	0.7
5/5/2025	Anne Baptiste	Prepare bank reconciliation for April 2025.	1.0
5/6/2025	Tanveel Irshad	Update and email S.246(2) notice and R&D to A. Dhanani; assemble and fax same to the Office of the Superintendent of Bankruptcy ("OSB").	0.3
5/6/2025	Arif Dhanani	Review of email from resident re trailer parked in laneway near townhouses; email to E. Vieira in this regard; review of reply from E. Vieira re trailer; download Co-op operating account and Receiver's trust account bank statements and Receiver's cheque register for the month of April 2025, download schedule of EFT payments taken from residents on May 1, 2025 and send all to CFDI for accounting purposes; review of email from L. Lee of CFDI re City additional funding amount and respond thereto; review of debit and Tenantpay payments made by residents on May 5, 6, 2025 for housing and parking charges; review of Receiver's S.246(2) notice and R&D to April 30, 2025 prepared by T. Irshad, finalize notice and sign same and send email to T. Irshad to send all to the OSB.	1.3
5/7/2025	Arif Dhanani	Review of further email from resident regarding trailer parked in fire lane and forward same to E. Vieira, review reply from E. Vieira and respond thereto; review of listing of cheques deposited to Receiver's trust account on May 2, 2025 by CFDI, complete documentation for recording of same in Receiver's GL and email to J. Hornbostel in this regard; review of draft email from WeirFoulds to Betty's Law and comment thereon; review of email from L. Lee re electronic payments made by the Receiver on April 15 and 29, 2025; respond to L. Lee with copies of invoices paid; review and respond to E. Vieira re installation of AC in TH12 and furnace; review of quote from Northstar Glass re fixing two windows in each of two units and approve same; review of email response to P. Cho from C. Betty; email to P. Cho in this regard; review	1.6

Date	Professional	Description	Time
		listing of debit payments made on May 7, 2025 by residents for housing and parking charges.	
5/7/2025	Bryan Tannenbaum	Receipt and review of P. Cho draft email response to C. Betty; review of P. Cho final email to C. Betty ; review of C. Betty's response; review of A. Dhanani email to P. Cho re comments for C. Betty and question if we need a supplementary report; review of P. Cho response agree to supplemental report; my email re same; email from P. Cho re supplementary report and aide memoire; review Aide Memoire.	1.3
5/8/2025	Arif Dhanani	Draft supplement to Second Court Report and send same to P. Cho for comments; review comments from P. Cho and incorporate same in report, as appropriate; finalize report, assemble appendices, sign report and send same to WeirFoulds for service; review of Aide-Memoir drafted by WeirFoulds and respond to email from B. Brinkman in connection therewith; emails to D. Nishimura re posting of various documents to the Receiver's website in accordance with the Court's e-Service Protocol.	3.3
5/8/2025	Donna Nishimura	Post Supplemental Motion Record of the Receiver (in connection with the Second Court Report) and Supplement to the Receiver's Second Court Report to the client webpage on the TDB website.	0.3
5/8/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email attaching draft supplement to second report; review of P. Cho response; review of P. Cho edits.	0.5
5/9/2025	Arif Dhanani	Review of email from the Cooperators in connection with light post damaged by City of Toronto garbage truck; review listing of debit payments made on May 8, 2025 by residents for housing and parking charges; review of email from C. Betty to P. Cho re adjournment; email to P. Cho in this regard; review of further email from C. Betty to P. Cho re fees paid to WeirFoulds and email to P. Cho in this regard; review of reply from P. Cho; call with WeirFoulds, M. Siboni and B. Tannenbaum to discuss the May 13, 2025 hearing; post-call meeting with WeirFoulds.	1.7
5/9/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email to P. Cho with additional comments to Aide Memoire; Teams call with M. Siboni, P. Cho, K. Ivory and A. Dhanani re preparation for court on Tuesday; receipt and review of P. Cho email with draft email to C. Betty; response approving same; review P. Cho email attaching M. Siboni draft email to C. Betty; approve/agree with same.	1.8
5/12/2025	Arif Dhanani	Review of listing of debit and Tenantpay payments made by residents on May 9, 2025 for housing and parking charges; review of email from M. Siboni to C. Betty re payment of fees; review of email from P. Cho to C. Betty re May 13, 2025 hearing and matters related thereto; complete documentation for payment of May insurance premium and send to J. Hornbostel with request to process cheque; review of email from C. Betty re attendance at May 13, 2025 hearing for purposes of adjournment; review of accounts payable invoices and vouchers uploaded by E. Vieira for May 10, 2025 and email to J. Hornbostel in this regard; review of listings of debit and Tenantpay payments made by residents on May 12, 2025 for housing and parking charges; review and respond to P. Cho re members meeting on May 10, 2025.	1.5
5/12/2025	Bryan Tannenbaum	Receipt and review of P. Cho email asking if board meeting took place; receipt and review of A. Dhanani response confirming there was no meeting at the premises; receipt and review of A. Dhanani email attaching Notice of Motion and Kerr Affidavit and comments thereto; receipt and review of P. Cho email with comments; email with comments	1.5

Date	Professional	Description	Time
		sent to P. Cho and A. Dhanani; further emails from P. Cho with further comments.	
5/12/2025	Jennifer Hornbostel	Post receipt from rental and parking income; prepare cheques to Cooperators.	0.3
5/13/2025	Arif Dhanani	Review of notice of motion, draft order and affidavit of Rosell Kerr served by Betty's Law Office; emails to/from P. Cho and B. Tannenbaum in this regard; emails to D. Nishimura re posting of updated service list and materials served by Betty's Law Office on Receiver's website in accordance with the Court's e-Service Protocol; attend court hearing; further email to P. Cho re relief sought by Betty's Law Office; post-court hearing call with WeirFoulds, M. Siboni and B. Tannenbaum; call with B. Tannenbaum re Receiver's reporting to membership and the Co-op's working capital status; review of WeirFoulds' email to C. Betty with proposed timetable for exchange of materials in respect of motions to be heard on May 30 and June 20, 2025; draft notice to residents of availability of the Receiver's second report and supplement thereto on the Receiver's website and send same to WeirFoulds for comments; review comments from P. Cho, finalize notice and send same to CFDI for distribution to the residents of the Co-op.	3.4
5/13/2025	Donna Nishimura	Post updated Service List, Notice of Motion of Harry Sherman Crowe Housing Cooperative Inc., Affidavit of Rosell Kerr and Draft Order proposed by Harry Sherman Crowe Housing Cooperative Inc. to the client webpage on the TDB website.	0.3
5/13/2025	Bryan Tannenbaum	Attend Court; debrief call with P. Cho, M. Siboni, K. Ivory and A. Dhanani to discuss timing of productions, etc., for the new hearing dates; discussion with A. Dhanani re status and review issues from court; email from P. Cho regarding a supplemental further report; review of P. Cho email to Registrar with proposed timetable dates; review of A. Dhanani email attaching draft notice to members; review of P. Cho comments thereto; review of C. Betty email regarding timetable; review of P. Cho and A. Dhanani comments; provide additional comments on emails; P. Cho email about speaking to C. Betty; receipt and review of Justice Kimmel's Endorsement.	2.8
5/13/2025	Jennifer Hornbostel	Prepare A/P cheques.	1.1
5/14/2025	Arif Dhanani	Review of emails from the Court and WeirFoulds with Endorsement of J. Kimmel, review Endorsement and email to D. Nishimura with request to post Endorsement on Receiver's webpage; review of emails between P. Cho and B. Tannenbaum re email from C. Betty on fees motion; review of documentation supporting payment of York University invoice for property taxes, pay invoice and send email to J. Hornbostel to record same in Receiver's GL; email to York University with payment confirmation; review and respond to email from R. Malinowski of the Cooperators re May insurance installment; review HVAC rental agreement for TH12 and other documentation provided by Enercare, email to E. Vieira in this regard with refusal to sign agreement and no consent for Enercare to register on title; call with a resident of the Co-op regarding the Receiver's notice to residents of availability of its Second Court Report and Supplement thereto; drafting the Receiver's second supplement to the Second Court Report and send same to WeirFoulds for comments.	4.1
5/14/2025	Donna Nishimura	Post Endorsement to the client webpage on the TDB website.	0.2
5/14/2025	Bryan Tannenbaum	Review, approve and sign cheques.	0.4

Date	Professional	Description	Time
5/14/2025	Jennifer Hornbostel	Post payment to York University; prepare labels and mail A/P cheques.	0.5
5/15/2025	Arif Dhanani	Review email from E. Vieira re merits hearing for Unit 512 resident on May 28, 2025 and payment plan, review tenant ledger, propose payment plan for presentation at merits hearing; review and respond to email from E. Vieira re TH12 and AC contract.	0.7
5/15/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email attaching draft of the Second Supplement to the Second Court Report.	0.3
5/16/2025	Arif Dhanani	Review email from B. Tannenbaum re City's awareness of matters regarding Betty's Law and respond thereto; review comments on second supplemental report from WeirFoulds, finalize second supplemental report, assemble appendices thereto, execute report and send same to WeirFoulds for service; review email from E. Vieira re leaking pipe, review pictures of same and quote to repair and approve same; review of listing of cheque deposits made to Receiver's trust account, complete supporting documentation and send same to J. Hornbostel to record in Receiver's GL; review of service email from WeirFoulds re responding motion record of the Receiver and email to D. Nishimura requesting document to be posted on Receiver's website; review of email from P. Cho re discussion with C. Betty and respond thereto.	2.6
5/16/2025	Donna Nishimura	Post Responding Motion Record of the Receiver to the client webpage on the TDB website.	0.2
5/16/2025	Bryan Tannenbaum	Receipt and review of P. Cho email attaching edits to the draft second supplement to the second court report ("Report"); review of A. Dhanani email to P. Cho accepting changes and finalizing Report; final Report sent to P. Cho; receipt and review of responding Motion Record to service list; receipt and review of P. Cho email reporting on his conversation with C. Betty; review of A. Dhanani response.	1.2
5/16/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
5/20/2025	Arif Dhanani	Review of debit payments made by residents on May 16, 2025 for housing and parking charges; review of quotes obtained by CFDI for Units 313 and 811 for repairs and painting and approve same; review of quote for replacement of carpet in part of Unit 811, approve same, and question carpet vs. flooring replacement; review of quote for flooring replacement in Unit 306 and approve same, further email exchange with E. Vieira in this regard.	0.8
5/21/2025	Arif Dhanani	Review of email from E. Vieira re Unit 804 plumbing issue and email from resident, review of email from resident, respond to E. Vieira with comments and questions; review listing of debit payments made by residents on May 20, 2025 for housing and parking charges; review of reply from Betty's Law to Receiver's second supplement to the second report and email to P. Cho and B. Tannenbaum with comments, review of reply from P. Cho; review of Co-op's operating bank statement and amount funded by the City of Toronto for COCHI invoices submitted, attempt reconciliation to invoices, email to E. Vieira in this regard; call with WeirFoulds and B. Tannenbaum re cross examinations of R. Kerr on affidavit; review of email from P. Cho to C. Betty re reply from Betty's Law.	1.7
5/21/2025	Donna Nishimura	Prepare receipts processing form and deposit cheques at the bank.	0.4
5/21/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email attaching C. Betty's Reply Material; review of P. Cho email indicating C. Betty's document not filed	0.7

Date	Professional	Description	Time
		properly; teams call with P. Cho, K. Ivory and A. Dhanani re response to C. Betty and need for cross-examinations.	
5/21/2025	Jennifer Hornbostel	Post receipt of HST refund.	0.1
5/22/2025	Arif Dhanani	Review of email from E. Vieira re breakdown of capital repairs funding from the City of Toronto; complete documentation for transfer of funding from the Co-op's operating account to the Receiver's trust account, review previous entry for capital repairs funding and reclassify entry from rental and parking income and send all to J. Hornbostel to record same in Receiver's GL; review of email exchange between C. Betty and P. Cho; review of listing of Tenantpay payments made by residents on May 21 and May 22, 2025 for housing and parking charges; review of further email exchange between P. Cho and Betty's Law re timing for cross-examination of R. Kerr; review email exchange between P. Cho and C. Betty re timing of cross examination and factums.	1.4
5/22/2025	Jennifer Hornbostel	Post receipt from operating account.	0.1
5/23/2025	Arif Dhanani	Review of listing of debit payments made by residents on May 23, 2025 for housing and parking charges; review email from R. Silva with invoices for electricity and water and respond thereto; review of emails from E. Vieira re GFL truck impact on light post, options from insurer and respond thereto; review of accounts payable invoices and vouchers uploaded by E. Vieira, make notes thereon and send same to J. Hornbostel.	1.1
5/23/2025	Jennifer Hornbostel	Prepare A/P cheques.	0.5
5/26/2025	Arif Dhanani	Review of documentation sent by Service Master, including construction contract, in connection with repair of light post damaged by City of Toronto garbage truck, sign off on agreement and email to E. Vieira in this regard; review of listing of debit and Tenantpay payments made by residents on May 23, 2025 for housing and parking charges; review of listing of cheques deposited to the Receiver's trust account by CFDI on May 23, 2025, complete documentation supporting deposit and send same to J. Hornbostel to record in Receiver's GL; review May 2025 property management report and April 2025 financial statements; review supporting documentation of payment of invoices received from York University, pay invoices, send payment confirmation to J. Hornbostel to record same in Receiver's GL; send payment confirmation to York University; void Receiver's cheque #664 to Ash Appliances and send stop payment confirmation to J. Hornbostel to void cheque in Receiver's GL; review of email exchange between P. Cho and C. Betty re examination of R. Kerr; review and respond to email from E. Vieira re replacement of in-suite closet doors and windowsills; brief review of factum of the respondent.	2.4
5/26/2025	Bryan Tannenbaum	Review, approve and sign cheques; receipt and review of P. Cho email regarding C. Betty not complying with court deadlines; receipt and review of P. Cho email attaching C. Betty email that Ms. Kerr not well and cannot attend examination.	0.3
5/26/2025	Jennifer Hornbostel	Prepare A/P cheques; preparation of and post payment to York University; post receipt of rental and parking income.	1.0
5/27/2025	Arif Dhanani	Email to D. Nishimura with request and instructions to post on Receiver's website the factum served by Betty's Law; review of listing of debit and Tenantpay payments made by residents on May 26, 2025 for housing and parking charges; review email from the Cooperators re litigation with Case and email to P. Cho in this regard; review updated	1.1

Date	Professional	Description	Time
		property management report for May 2025; forward updated report and related documentation to S. Lama; review of documentation provided by K. Frost of the Cooperators re Case v. HSC; complete documentation for payment of invoices from ServiceMaster for repairs to light post.	
5/27/2025	Bryan Tannenbaum	Receipt and review of C. Betty's response to P. Cho regarding Ms. Kerr cross examination availability.	0.2
5/27/2025	Donna Nishimura	Post Factum of the Respondent to the client webpage on the TDB website.	0.2
5/27/2025	Jennifer Hornbostel	Prepare cheque; arrange courier.	0.4
5/28/2025	Arif Dhanani	Review of email exchange between P. Cho and C. Betty re late examination of R. Kerr; review of email from E. Vieira re closet doors in Unit 208, review of pictures of same and respond; review of listing of Tenantpay payments made by residents on May 27, 2025 for housing and parking charges.	0.5
5/28/2025	Bryan Tannenbaum	Receipt and review of draft factum from P. Cho responding to the Board submissions.	0.3
5/29/2025	Arif Dhanani	Review Case Centre, obtain link to May 30, 2025 hearing; review of service email from WeirFoulds re responding Factum of the Receiver; email to D. Nishimura with instructions to post same on Receiver's website pursuant to the Court's e-Service Protocol; review of email from M. Siboni re City of Toronto's responding factum and timing of service of same; detailed review of Receiver's Factum and email to P. Cho in this regard; review of reply factum served by Betty's Law and detailed email to P. Cho in this regard; review of factum of the City of Toronto; email to D. Nishimura with instructions to post reply factum and factum of the City of Toronto on the Receiver's webpage; review of further email from C. Betty and email to P. Cho and M. Siboni in this regard.	3.5
5/29/2025	Donna Nishimura	Post Responding Factum of the Receiver, Factum of the City of Toronto and Reply Factum of the Respondent to the client webpage on the TDB website.	0.4
5/29/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani email with comments to the attached reply factum; review of P. Cho email with comments.	0.2
5/30/2025	Arif Dhanani	Set up EFT payments for residents for housing and parking charges payable on June 1, 2025; attend court hearing; post-hearing debrief call with P. Cho and B. Tannenbaum; review of listing of Tenantpay and debit payments made by residents on May 28 and 29, 2025 for housing and parking charges.	3.1
5/30/2025	Bryan Tannenbaum	Attend Court; debrief call with P. Cho, K. Ivory and A. Dhanani.	2.5
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			66.0

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	16.50	\$ 595	\$ 9,817.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	40.70	\$ 495	20,146.50
Tanveel Irshad	Associate	1.00	\$ 295	295.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	7.80	\$ 125	975.00
Total hours and professional fees		<u>66.00</u>		\$ 31,234.00
Less: Complimentary Discount				(3,123.40)
Adjusted Total Disbursements				\$ 28,110.60
Couriers		<u>\$ 38.86</u>		38.86
Total disbursements				\$ 38.86
Total professional fees and disbursements				\$ 28,149.46
HST @ 13%				3,659.43
Total payable				\$31,808.89

GST/HST: 80784 1440 RT0001



To TDB Restructuring Limited
 Court-appointed Receiver of
 Harry Sherman Crowe Housing Cooperative Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

11 King St. W, Suite 700 ☎
 Toronto, ON M5H 4C7
 info@tdbadvisory.ca 📩
 416-575-4440 📞
 416-915-6228 📲

tdbadvisory.ca

Date July 14, 2025

Client File 3-001
Account # TDB #17
No. 2507012

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. (the "Co-op"), for the period June 1, 2025 to June 30, 2025.

Date	Professional	Description	Time
6/2/2025	Arif Dhanani	Review the Co-op's operating account, complete documentation for transfer of funds from operating account to Receiver's trust account, complete transfer and send documentation to J. Hornbostel to record same in Receiver's GL; complete documentation for payment of June 2025 mortgage to MCAP, make payment, send documentation to J. Hornbostel for recording in Receiver's GL, send payment confirmation to A. Dhar of MCAP; complete documentation for payment of WeirFoulds' invoice to March 31, 2025, email to J. Hornbostel to set up payment on the Receiver's online banking platform; review listing of debit payments made by residents on May 30, 2025 for housing and parking charges; review of listing of cheques deposited to Receiver's trust account on May 30, 2025, complete documentation relating to same and send all to J. Hornbostel for recording in Receiver's GL.	1.2
6/2/2025	Jennifer Hornbostel	Post receipt from operating account; post NSF cheque and charge; post rental and parking income; post payment to MCAP; prepare and post payment to WeirFoulds.	0.6
6/3/2025	Arif Dhanani	Review of listings of debit and Tenantpay payments made by residents on June 2, 2025 for housing and parking charges; complete documentation for payment of June insurance premium and send same to J. Hornbostel with request to process cheque; review of listing of cheques deposited to Receiver's trust account by Community First Developments Inc. ("CFDI"), complete documentation for recording of same in Receiver's GL and send same to J. Hornbostel.	0.6
6/3/2025	Bryan Tannenbaum	Receipt and review of P. Cho of WeirFoulds email attaching C. Betty of Betty's Law Office request for delay in providing responding material; response sent; review of P. Cho email to C. Betty re no extension.	0.4
6/3/2025	Jennifer Hornbostel	Prepare and mail cheque to Cooperators; post receipt of rental and parking income.	0.3

Date	Professional	Description	Time
6/4/2025	Arif Dhanani	Review of listing of debit and Tenantpay payments made by residents on June 3, 2025 for housing and parking charges; review of Endorsement of J. Kimmel dated June 3, 2025, email to P. Cho in this regard to confirm understanding of Endorsement, email to D. Nishimura with instructions to post Endorsement to Receiver's website; review email exchange between P. Cho and C. Betty re examination of P. Cho; email to P. Cho in this regard re payment of fees by the City of Toronto.	1.2
6/4/2025	Donna Nishimura	Post Endorsement to the client webpage on the TDB website.	0.2
6/4/2025	Bryan Tannenbaum	Receipt and review of Justice Kimmel's Endorsement dated May 30, 2025; receipt and review of C. Betty's email to P. Cho re examination of P. Cho; review of P. Cho response; review of A. Dhanani email to WeirFoulds with comment on C. Betty wanting to review their fees; review of P. Cho response thereto; review of C. Betty email to P. Cho.	1.0
6/5/2025	Arif Dhanani	Review listings of debit and Tenantpay payments made by residents on June 4, 2025 for housing and parking charges; download May 2025 bank statements for Receiver's trust account and the Co-op's operating account, listing of EFT payments taken from residents on June 2, 2025, Receiver's cheque register for May 2025 and email all to CFDI for accounting purposes; review of statement of unpaid invoices for water and electricity sent by York University, investigate status of unpaid invoices dated after the date of the Receiver's appointment, March 14, 2023 and respond to York University with details of same; email to E. Vieira of CFDI and J. Hornbostel re York University invoice CSB003017 and review responses from each.	1.9
6/5/2025	Jennifer Hornbostel	Review York University invoice in iManage and Ascend.	0.2
6/6/2025	Arif Dhanani	Review of Tenantpay payments made by residents on June 5, 2025 for housing and parking charges; review and respond to email from CFDI accounting and provide copies of invoices paid electronically by the Receiver; review and respond to email from R. Silva of York University re unpaid invoices; review email from CFDI re payment of York University invoice CSB003135, review payments made and trace same to Receiver's GL and email to R. Silva in this regard; forward email to R. Silva to CFDI; review reply motion record of the Board and emails from/to P. Cho in this regard; commence drafting Receiver's third supplement to its Second Report; call with B. Tannenbaum re reply motion record of the Board.	2.1
6/6/2025	Bryan Tannenbaum	Receipt and review of various emails with C. Betty's Responding Motion Record and comments of A. Dhanani and P. Cho.	1.0
6/9/2025	Arif Dhanani	Review emails from E. Vieira re reply to Betty's Law responding record; review of listings of debit and Tenantpay payments made by residents on June 6, 2025; review and complete documentation to support cheque deposits to Receiver's trust account on June 6, 2025 and send same to J. Hornbostel to record in Receiver's GL; drafting the third supplement to the Receiver's Second Court Report.	3.3
6/9/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
6/10/2025	Arif Dhanani	Review of comments from P. Cho on R. Kerr Affidavit and matters to address in the Receiver's Third Supplemental Report and respond to P. Cho; amend report; further review of Third Supplemental Report, finalize draft and send same to WeirFoulds for comments.	1.0
6/10/2025	Bryan Tannenbaum	Receipt and review of P. Cho email with comments on R. Kerr's responding affidavit to be included in our court report; receipt and	0.8

Date	Professional	Description	Time
		review of A. Dhanani email with draft Receiver's Third Supplement to the Second Court Report; receipt and review of P. Cho email with comments on the draft.	
6/10/2025	Jennifer Hornbostel	Enter A/P cheques to Ascend.	0.4
6/11/2025	Arif Dhanani	Review and incorporate further amendments made by P. Cho to Receiver's Third Supplement to Second Court Report; finalize and sign report, assemble appendices and send all to WeirFoulds for service; review of listings of debit and Tenantpay payments made by residents on June 10, 2025 for housing and parking charges; reconcile difference between Receiver's GL balance and trust account balance; review of accounts payable invoices and vouchers uploaded to shared folder by E. Vieira; email to J. Hornbostel in this regard.	2.5
6/11/2025	Bryan Tannenbaum	Receipt and review of A. Dhanani final report to court now incorporating revisions; email from P. Cho re same.	0.5
6/11/2025	Anne Baptiste	Prepare bank reconciliation for May 2025.	1.1
6/12/2025	Arif Dhanani	Emails with P. Cho re cancellation of cross examination of R. Kerr; review email from E. Vieira re confirmation of extension of COCHI project deadline from the City of Toronto to September 2025 and response from C. de Poppe of CFDI thereto; review of listings of debit and Tenantpay payments made by residents on June 9 and 11, 2025 for housing and parking charges; review of email from S. Lama of the City of Toronto; call with S. Lama and email to same with copies of the Board's motion record of June 6, 2025 and the Receiver's Third Supplement to the Second Report; email to B. Tannenbaum re call with S. Lama; review of Receiver's website, review documents served by the Board and the Receiver and email to D. Nishimura with instructions to post various documents in accordance with the Court's e-Service Protocol; review and approve quotes for drywall repairs to TH 10 and 23 sent by E. Vieira.	1.9
6/12/2025	Donna Nishimura	Post Reply of the Respondent, Responding Motion Record of the Respondent, Reply Motion Record of the Receiver, Second Supplement to the Receiver's Second Report and Third Supplement to the Receiver's Second Report to the client webpage on the TDB website.	0.4
6/16/2025	Arif Dhanani	Review and sign A/P cheques; review email exchange between C. Betty and P. Cho re fee affidavit of Receiver's counsel.	0.7
6/16/2025	Bryan Tannenbaum	Review and sign cheques; receipt and review of C. Betty's emails regarding P. Cho affidavit and Law Society rules; review of P. Cho response to C. Betty; receipt and review of tenant (member) email regarding board of directors prior to the Receiver's appointment.	0.5
6/16/2025	Jennifer Hornbostel	Assemble A/P cheques for signing and mailing.	0.6
6/17/2025	Arif Dhanani	Review of court hearing details for June 20, 2025; review of letter from a resident of the Co-op regarding board actions and conditions prior to the appointment of the Receiver and forward same to counsel; review of emails forwarded by P. Cho from C. Betty re postings by residents of documentation on various floors of the Co-op; email to E. Vieira in this regard; review of emails in connection with transcripts for cross examination of P. Cho by C. Betty; call with WeirFoulds and B. Tannenbaum re cross examination of P. Cho, correspondence between C. Betty and P. Cho re misconduct, notices posted at the Co-op and drafting of fourth supplement; draft the fourth supplement to the	2.7

Date	Professional	Description	Time
		Second Court Report, send same to P. Cho for comments, review comments from P. Cho and incorporate same, as appropriate.	
6/17/2025	Bryan Tannenbaum	Emails from P. Cho re C. Betty wanting to cross-examine P. Cho; receipt and review of P. Cho email with C. Betty email regarding R. Kerr being in jeopardy; review of P. Cho email to C. Betty re posting of notices; email from P. Cho re permission for posting in hallways; teams call with WeirFoulds (P. Cho/W. Jaskiewicz/J. Nield) and A. Dhanani to discuss C. Betty cross-examination, need for supplementary report for the posting of material in the building; various emails on Factum and Fourth Supplement Report to Court.	1.5
6/17/2025	Jennifer Hornbostel	Arrange courier to CFDI.	0.1
6/18/2025	Arif Dhanani	Review of service email with Receiver's factum dated June 17, 2025; review of the Court's Endorsement dated May 13, 2025 for timing of Respondent's reply factum; email to D. Nishimura with request to post Receiver's factum on the Receiver's website and timing of any responding factum by the Respondent; review of transcript of cross-examination of P. Cho by C. Betty; review further changes to fourth supplemental report made by P. Cho and incorporate same, as appropriate; finalize, sign and assemble the fourth supplemental report and send same to WeirFoulds for service; email to D. Nishimura re posting of the Receiver's fourth supplemental report on the Receiver's website.	1.3
6/18/2025	Bryan Tannenbaum	Receipt and review of P. Cho transcript of examination by C. Betty and peruse briefly same; receipt and review of P. Cho email to C. Betty re removal of postings at the building; review of final fourth supplement.	0.8
6/19/2025	Arif Dhanani	Review of email from E. Vieira attaching payment advice from the City of Toronto re subsidy for COCHI funds; review the Co-op's operating account for confirmation of deposit of same; complete documentation for transfer of subsidy funds to Receiver's trust account, complete transfer and send all, including transfer confirmation to J. Hornbostel to record same in Receiver's GL; review of Aide-Memoire of the City of Toronto; email to D. Nishimura with instructions to post same on Receiver's webpage; review listing of debit payments made by residents on June 13, 2025 for housing and parking charges; review of email and letter from resident of the Co-op and forward same to P. Cho, review reply from P. Cho and respond thereto; detailed review of factum served by Betty's Law Office and provide comments to P. Cho thereon on a paragraph-by-paragraph basis; review and respond to emails from B. Tannenbaum re Respondent's factum.	3.2
6/19/2025	Bryan Tannenbaum	Receipt and review of email from resident; receipt and review of M. Siboni email re brief Aide Memoire for the City of Toronto; review of P. Cho email commenting on resident letter for court admissibility; review of A. Dhanani email with comments on same; emails re comments on C. Betty's factum.	0.8
6/19/2025	Jennifer Hornbostel	Post receipt from operating account.	0.1
6/20/2025	Arif Dhanani	Review of listing of cheques deposited to Receiver's trust account on June 13 and 19, 2025, complete documentation for recording of same in Receiver's GL and send all to J. Hornbostel; pre-hearing call with WeirFoulds; debrief call with B. Tannenbaum; review of June 2025 management report and May 2025 financial statements, email same to S. Lama with explanations for significant unfavourable variances; post-hearing debrief with WeirFoulds and B. Tannenbaum.	4.5

Date	Professional	Description	Time
6/20/2025	Donna Nishimura	Post Factum of the Receiver, Fourth Supplement to the Receiver's Second Court Report, Aide-Memoir of the City of Toronto, Factum of the Respondent to the client webpage on the TDB website.	0.6
6/20/2025	Bryan Tannenbaum	Discussion with A. Dhanani regarding his call with P. Cho in preparation for Court; attend Court; debrief call with WeirFoulds.	3.4
6/20/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.2
6/23/2025	Arif Dhanani	Review of listings of Tenantpay payments for June 20 and 23, 2025 and debit payments for June 20, 2025 made by residents for housing and parking charges.	0.2
6/24/2025	Arif Dhanani	Review of notice posted at the Co-op forwarded by E. Vieira; email to E. Vieira with summary of responding notice outline with copy to counsel.	0.3
6/25/2025	Arif Dhanani	Call with S. Lama re court proceedings and other matters; review of email from E. Vieira re parking garage lighting, including quote to repair and pictures, approve work to be done; review of email from E. Vieira and quotes for dryer vent, bathroom vent and duct cleaning for townhouses and approve quote from Indoor Air; review of draft notice to be posted at the Co-op in response to recent notice concerning access to the community room and food program protocols, comment on same and email final version to E. Vieira; review of email from York University forwarded by E. Vieira, review payment details for invoice in York University's email and send details to E. Vieira.	1.3
6/26/2025	Arif Dhanani	Review of email from R. Kerr to the Receiver re matters requiring attention, email to E. Vieira in this regard; review of email from R. Kerr to CFDI re food market and respond to R. Kerr; review of further email from R. Kerr and email to P. Cho in this regard re response; review of emails from P. Cho, forward to P. Cho emails and screenshots of blogs regarding food program; email to E. Vieira re agreement/document supporting food program.	0.9
6/26/2025	Bryan Tannenbaum	Receipt and review of E. Vieira email with responses to email from R. Kerr.	0.2
6/27/2025	Arif Dhanani	Review of listing of debit payments made by residents on June 26, 2025 for housing and parking charges; review of email from L. Manso and forward same to E. Vieira for comments; respond to email from P. Cho re Second Harvest and forward further emails to same; review of invoice from Betty's Law and emails to/from P. Cho in this regard; further emails with P. Cho re Second Harvest; respond to R. Kerr re matters of urgency; respond to L. Manso and R. Kerr re food program.	2.6
6/27/2025	Bryan Tannenbaum	Various emails relating to notice posting complaints; review of P. Cho email re C. Betty fees submission; review of A. Dhanani email to R. Kerr responding to her concerns.	0.5
6/30/2025	Arif Dhanani	Review of accounts payable invoices and vouchers uploaded by E. Vieira and email to J. Hornbostel regarding processing of cheques; review of June 30, 2025 listing of Tenantpay payments by residents for housing and parking charges; review listing of June 27, 2025 listing of debit payments made by residents for housing and parking charges; review contract for vent and duct cleaning for townhouses received from J. Buckstein, sign same and send back to J. Buckstein; review and sign cheques for accounts payable processed by J. Hornbostel; review of payment advice from City of Toronto and email to S. Lama in this regard, review of response from S. Lama and reply regarding amortization of	2.4

Date	Professional	Description	Time
		remaining overpayment in fiscal 2026; review of Endorsement of J. Kimmel; email to D. Nishimura with instructions to post Endorsement on Receiver's webpage.	
6/30/2025	Jennifer Hornbostel	Prepare A/P cheques; post payment to York University; prepare labels and mail cheques.	1.2
6/30/2025	Donna Nishimura	Post Endorsement to the client webpage on the TDB website.	0.2
6/30/2025	Bryan Tannenbaum	Receipt and review of R. Kerr email refuting "bald allegations".	0.2
6/30/2025	Bryan Tannenbaum	Review, approve and sign cheques; receipt and review of Endorsement (Receiver's Motion for Directions, Approval of Fees and Activities and Proposed RFEIQ Process).	1.0
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			54.7

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	12.60	\$ 595	\$ 7,497.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	35.80	\$ 495	17,721.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	6.30	\$ 125	787.50
Total hours and professional fees			<u>54.70</u>	\$ 26,005.50
Disbursements				19.27
Courier		\$ 19.27		
Total disbursements				
Total professional fees and disbursements				\$ 26,024.77
HST @ 13%				3,383.22
Total payable				\$29,407.99



To TDB Restructuring Limited
 Court-appointed Receiver of
 Harry Sherman Crowe Housing Cooperative Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

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 416-575-4440 📞
 416-915-6228 📲

tdbadvisory.ca

Date August 25, 2025

Client File 3-001
Account # TDB #18
No. 2508022

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. (the "**Co-op**"), for the period July 1, 2025 to July 31, 2025.

Date	Professional	Description	Time
7/2/2025	Arif Dhanani	Complete documentation for transfer of funds from the Co-op's operating account to Receiver's trust account and effect same; send transfer confirmation to J. Hornbostel to record same in Receiver's GL; complete documentation for payment of July 2, 2025 mortgage payment to MCAP, effect same and send payment confirmation to J. Hornbostel to record payment in Receiver's GL; review of listing of debit and Tenantpay payments made on June 30, 2025 by residents for housing and parking charges; review and approve quote for cleaning supplies received from E. Vieira of Community First Developments Inc. ("CFDI"); review of amended Order from WeirFoulds and compare same to Endorsement of J. Kimmel dated June 3, 2025, email to WeirFoulds with approval to circulate same; respond to email from P. Cho of WeirFoulds re email address to insert into draft order; review of further changes to proposed order and respond to P. Cho re same.	1.4
7/2/2025	Bryan Tannenbaum	Receipt and review of P. Cho email attaching the revised Schedule A and the blackline to the original version as per Judge's Order.	0.4
7/2/2025	Jennifer Hornbostel	Post receipt from operating account; post payment to MCAP.	0.2
7/3/2025	Arif Dhanani	Review of listings of debit payments made on July 2, 2025, and Tenantpay payments made on July 1 and 2, 2025 by residents for housing and parking charges; review of listing of cheques deposited to Receiver's trust account on July 2, 2025, complete documentation for recording of same in Receiver's GL and send all to J. Hornbostel; review and respond to R. Silva of York University re water and electricity charges and email to E. Vieira in this regard; forward to P. Cho email from York University re consultation process and request input on response to York University; review of email from E. Vieira re York University water and electricity bills and respond thereto; review of letter from BMO received at the Co-op and email to BMO in this regard.	1.4
7/3/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
7/4/2025	Arif Dhanani	Review and respond to email from S. Lama of the City of Toronto re timing of meeting between the City of Toronto and the Receiver; forward	1.3

Date	Professional	Description	Time
		email to P. Cho; review of listing of debit and Tenantpay payments made by residents on July 3, 2025 for housing and parking charges; respond to email from R. Silva re consultation process; review email from P. Cho with Court Order and request for Order to be available at the Co-op, email to CFDI in this regard; email to D. Nishimura with instructions to post Order to Receiver's website; review and respond to email from MCAP forwarded by the City of Toronto Housing Stability Services department.	
7/4/2025	Donna Nishimura	Post Order to the client webpage on the TDB website.	0.2
7/4/2025	Jennifer Hornbostel	Post payment to WeirFoulds.	0.1
7/7/2025	Arif Dhanani	Download June 2025 bank statements for Receiver's trust account and the Co-op's operating account, download Receiver's cheque register for June 2025, download schedule of EFT payments taken on July 2, 2025 and format same and send all to CFDI for accounting purposes; review and approve quote for carpet cleaning; review of payment plan request from resident for payment of updated deposit and approve same; review of draft RFEIQ FAQ and email to P. Cho in this regard; review of debit payments made by residents on July 4, 2025 for housing and parking charges; review listing of cheques deposited to Receiver's trust account on July 7, 2025, complete documentation supporting same and send to J. Hornbostel to record in Receiver's GL.	1.2
7/7/2025	Jennifer Hornbostel	Prepare cheque to Cooperators; post receipt of rental and parking income.	0.2
7/8/2025	Arif Dhanani	Call with S. Lama; emails with P. Cho re scheduling meeting to discuss RFEIQ Process; send out calendar invite; review listing of debit payments made on July 7, 2025 by residents for housing and parking charges; review and respond to emails from L. Lee of CFDI with Receiver's and WeirFoulds' invoices paid on June 2, 2025.	0.7
7/9/2025	Arif Dhanani	Review of listing of debit payments made on July 8, 2025 by residents for housing and parking charges; review of email from E. Vieira re payment of Brown & Beattie invoice and respond with confirmation of release of cheque.	0.3
7/10/2025	Arif Dhanani	Review and respond to email from J. Buckstein regarding replacement of water meter and water shut off.	0.2
7/11/2025	Arif Dhanani	Review of email from E. Vieira re Unit 804 and reimbursements of costs related to rectification of plumbing issue, review of invoice for same and approve; review of email from E. Vieira re Unit 811 and request by resident to renovate same, email to E. Vieira in response to same with concerns; review of listings of debit and Tenantpay payments made on July 10, 2025 by residents for housing and parking charges; review of accounts payable vouchers and invoices uploaded by E. Vieira and email to J. Hornbostel in this regard.	1.1
7/14/2025	Arif Dhanani	Review of listings of debit and Tenantpay payments made on July 11, 2025 by residents for housing and parking charges; status debrief with B. Tannenbaum; review and sign off on accounts payable cheques, make electronic payment to York University for water and hydro; call with the City of Toronto and WeirFoulds re FAQ process and Town Hall; review of Upwood Park FAQ circulated by M. Siboni.	1.5
7/14/2025	Jennifer Hornbostel	Prepare and mail A/P cheques, HST remittance, and post payment to York University.	1.1
7/14/2025	Bryan Tannenbaum	Review, approve and sign cheques; teams call with the City of Toronto (S. Lama/P. Fischer), M. Siboni, WeirFoulds (P. Cho/K. Ivory/J. Nield)	0.8

Date	Professional	Description	Time
		and A. Dhanani re next steps following the Order, dates to prepare the FAQ, arrangements for the Town Hall.	
7/15/2025	Bryan Tannenbaum	Receipt and review of P. Cho email with draft FAQ's.	0.3
7/15/2025	Arif Dhanani	Review of email from S. Lama to T. Clement at CHFT and forward copy of same to P. Cho; review of email from P. Cho re contact at CHFC, review emails and documents for CHFC contact and respond to P. Cho; review of email from E. Vieira re updating resident EFT payment amounts as at August 1, 2025 and spreadsheet attached thereto; update EFT amounts in Receiver's EFT template for 11 households; send confirmation email to E. Vieira.	0.7
7/15/2025	Anne Baptiste	Prepare bank reconciliation for June 2025.	1.0
7/16/2025	Arif Dhanani	Review of listing of debit payments made on July 15, 2025 by residents for housing and parking charges; review of email from York University re duplicate payment for water and hydro invoice, review of attachments to York University's email and respond thereto; review email from T. Clement of CHFT and forward same to P. Cho; review of email from P. Cho to CHFT re meeting; review responding emails to P. Cho from CHFT.	0.8
7/17/2025	Arif Dhanani	Review of email from P. Cho to CHFT with copy of June 20, 2025 Court Order; review of listing of cheques deposited to Receiver's trust account on July 16, 2025, complete documentation supporting same and send to J. Hornbostel to record in Receiver's GL; review of listing of Tenantpay payments made by residents on July 16, 2025 for housing and parking charges; review of listing of debit payments made by residents on July 14, 2025 for housing and parking charges; review of email from P. Cho to CHFT with draft FAQ and comments thereon; review of draft FAQ and comment thereon; email to York University with, among other things, request to consider if Town Hall can be held on York University's premises in an auditorium-type setting; review notice of discontinuance of S. Case vs. HSC; review of emails from E. Vieira and quotes attached thereto for repairs of primary heating pump, garbage room exhaust fan and hallway heating pipe; review of email from resident of Unit 402 forwarded by E. Vieira and respond thereto; call with E. Vieira; review email from E. Vieira re mould remediation for TH8 and pictures and quotes attached thereto, approve supplier recommended by CFDI; review of quote forwarded by E. Vieira re repair of broken window in community room and approve same.	2.8
7/17/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
7/18/2025	Arif Dhanani	Review of listing of Tenantpay payments made by residents on July 17, 2025 for housing and parking charges; review of email from M. Siboni re the City's status on input on the FAQ; review of June 2025 financial statements and July 2025 property management report; email to S. Lama with analysis of significant variances from budget; review of email from S. Lama on observations with respect to CFDI report and respond thereto.	1.8
7/18/2025	Bryan Tannenbaum	Receipt and review of M. Siboni email with FAQ comments, etc.	0.2
7/21/2025	Arif Dhanani	Review of email exchange between M. Siboni and P. Cho; respond to email from M. Siboni re York University; review of FAQ document sent by M. Siboni and comment thereon; review of document titled "Information about serving on a Co-op board" and "Model Organizational By-law" circulated by M. Siboni; review of email from R. Silva and forward same to P. Cho and M. Siboni; review of listing of cheques deposited to Receiver's trust account on July 21, 2025, complete	1.7

Date	Professional	Description	Time
		documentation supporting same and send to J. Hornbostel for recording in Receiver's GL; review listings of Tenantpay and debit payments made on July 18 and 21, 2025 by residents for housing and parking charges.	
7/21/2025	Bryan Tannenbaum	Receipt and review of M. Siboni email attaching comments for FAQ process; review of A. Dhanani email to P. Cho re same; review of P. Cho comments on FAQ.	1.5
7/22/2025	Arif Dhanani	Review of email from K. Ivory to CHFC with request for input on FAQ document; review of email from P. Cho and respond thereto regarding FAQ, role of directors document circulated by M. Siboni and organizational by-law; review of email from M. Siboni to York University and its counsel re RFEIQ Process and providing input thereon; review of listing of Tenantpay payments made by residents on July 22, 2025 for housing and parking charges.	0.7
7/22/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
7/23/2025	Arif Dhanani	Review of email from P. Cho with request to follow up with CHFT on FAQ; review of email from K. Ivory to CHFT; review of email from York University re venue options for Town Hall and related costs, forward email to WeirFoulds and the City of Toronto; review of further email from York University with request for details on Town Hall; review of emails from CHFT regarding FAQ, board role document and organizational by-law.	0.7
7/24/2025	Arif Dhanani	Follow up email to C. de Poppe of CFDI with request for COCHI update; review of further amended FAQ document, comment on same and email to WeirFoulds in this regard; review of listing of debit payments made by residents on July 23, 2025 in connection with housing and parking charges; review of emails from K. Ivory of WeirFoulds and S. Lama in connection with FAQ; respond to K. Ivory on comments provided by S. Lama and distribution of FAQ to York University; further amend FAQ based on S. Lama comments; further emails from/to K. Ivory.	1.7
7/25/2025	Arif Dhanani	Review of email from K. Ivory to the City of Toronto re finalization of FAQ; review of email from K. Ivory to CHFC with request for FAQ comments; review of comments from CHFC.	0.3
7/28/2025	Arif Dhanani	Review and respond to emails from E. Vieira re work schedule; follow up email to E. Vieira re distribution of FAQ materials to residents; review of email from R. Silva of York University to K. Ivory; review of emails from K. Ivory to CHFT, CHFC, York University and the City of Toronto with final FAQ; review of July 25, 2025 listing of Tenantpay payments made by residents for housing and parking charges; review of COCHI update received from CFDI and tender bid by Mancuso Paving; review of email from C. de Poppe re acceptance of Mancuso Paving tender and reply with question on total contract amount; review of email from C. de Poppe re resident requesting payment by EFT and email C. de Poppe with request for void cheque from resident to confirm banking details.	1.1
7/29/2025	Arif Dhanani	Review email from C. de Poppe re contract pricing for Mancuso Paving and approve same; forward most recent COCHI report to the City of Toronto; review email from S. Lama with questions regarding COCHI update and respond thereto; email to C. de Poppe re timing of booster pump replacement and budgeted costs in spreadsheet; review of accounts payable invoices and vouchers uploaded to shared folder by E Vieira, email to J. Hornbostel with comments thereon and request to process cheques on July 30, 2025; review of listing of debit payments made by residents on July 29, 2025 for housing and parking charges;	1.4

Date	Professional	Description	Time
		review of listing of Tenantpay payments made by residents on July 28, 2025 for housing and parking charges.	
7/29/2025	Donna Nishimura	Prepare receipts processing form and deposit cheque at the bank.	0.3
7/29/2025	Jennifer Hornbostel	Post receipt of HST refund.	0.1
7/30/2025	Arif Dhanani	Review of GST 523 form forwarded for signature by CFDI and respond to CFDI with comments thereon; review support for and pay Enbridge invoice online, send payment confirmation to J. Hornbostel to record same in Receiver's GL; review, sign and send updated GST 523 form to CFDI for mail out to CRA; review email from J. Buckstein re early office closure and no void cheque from resident wanting to set up payment of housing charges via EFT and respond thereto.	1.0
7/30/2025	Jennifer Hornbostel	Prepare and mail A/P cheques.	1.2
7/30/2025	Bryan Tannenbaum	Review and sign cheques.	0.3
7/31/2025	Arif Dhanani	Review and respond to email from L. Lee of CFDI re 2025 - 2026 subsidy letter from the City of Toronto; review of emails from E. Vieira re Cooperators invoice, closure of file re S. Case and HSC 2025-2026 subsidy letter; review payment advice from the City of Toronto for subsidy to be paid on August 1, 2025; review listing of debit and Tenantpay payments made by residents on July 30, 2025 for housing and parking charges; review remittance statement from Sparkle Solutions; review of annual subsidy letter provided by the City of Toronto and forward same to L. Lee; review of listing of cheques deposited to Receiver's trust account on July 31, 2025, complete supporting documentation therefor and send to J. Hornbostel to record in Receiver's GL; email exchange with S. Lama re Town Hall; follow up email to WeirFoulds to schedule call to discuss Town Hall.	1.6
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			33.6

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	3.50	\$ 595	\$ 2,082.50
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	25.40	\$ 495	12,573.00
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	4.70	\$ 125	587.50
Total hours and professional fees		<u>33.60</u>		\$ 15,243.00
HST @ 13%				1,981.59
Total payable				\$17,224.59



To TDB Restructuring Limited
 Court-appointed Receiver of
 Harry Sherman Crowe Housing Cooperative Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

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 416-915-6228 📲

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Date September 12, 2025

Client File 3-001
Account # TDB #19
No. 2509010

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. (the "Co-op"), for the period August 1, 2025 to August 31, 2025.

Date	Professional	Description	Time
8/1/2025	Arif Dhanani	Review the Co-op's operating account for deposit of subsidy from the City of Toronto and pre-authorized payments from residents for housing and parking charges; transfer funds from the Co-op's operating account to Receiver's trust account and complete supporting documentation for same; pay the Co-op's August 2025 mortgage payment to MCAP, complete supporting documentation for payment of same; complete supporting documentation for payment of WeirFoulds invoice to May 31, 2025 and pay same; send documentation for transfer and payments to J. Hornbostel to record in Receiver's GL; send payment confirmations to MCAP and WeirFoulds for payments made to them; review of email from WeirFoulds re timing of call for Town Hall details, email to S. Lama of the City of Toronto with request for her availability for same and available times for her to attend; review email from S. Lama re availability and send out invite; review and respond to E. Vieira of Community First Developments Inc. ("CFDI") re release of cheque to Northern Construction Management and details for same; modify resident EFT template for changes to rent amounts for certain residents commencing September 1, 2025 and add Unit 811 resident; review listing of debit payments made by residents on July 31, 2025 for housing and parking charges.	2.1
8/1/2025	Jennifer Hornbostel	Post receipt from operating account, payment to MCAP and WeirFoulds.	0.3
8/5/2025	Arif Dhanani	Review of listing of debit and Tenantpay payments made on August 1, 2025 by residents for housing and parking charges; attend call with the City of Toronto, WeirFoulds and B. Tannenbaum re Town Hall details; attend call with M. Siboni, WeirFoulds and B. Tannenbaum re emails from C. Betty of Betty's Law Office ("Betty's").	1.3
8/5/2025	Bryan Tannenbaum	Teams call with City of Toronto (S. Lama/M. Stanley), M. Siboni, WeirFoulds (P. Cho/K. Ivory/J. Nield) to discuss scheduling information meeting with the members and organize same; subsequent	0.9

Date	Professional	Description	Time
		call with counsel re Betty's fees and interpretation of Judge's Endorsement.	
8/6/2025	Arif Dhanani	Review and respond to P. Cho re draft email to C. Betty re payment of invoice; download July 2025 bank statements for Receiver's trust account and the Co-op's operating account, download schedule of EFT payments taken on August 1, 2025, download Receiver's cheque register for July 2025 and send all to L. Lee of CFDI; review of email exchange with C. Betty forwarded by P. Cho; review of email from R. Silva of York University re utilities invoice and townhall; email to R. Silva re townhall; email to R. Silva re utilities invoice; review of instructions provided by Brown & Beattie re paving contract and provide information requested.	1.6
8/7/2025	Arif Dhanani	Review listing of Tenantpay and debit payments made on August 6 and 7, 2025 by residents for housing and parking charges; review draft audit engagement letter from A. Vahrmeier and approve same; review Receiver's GL for payments made for insurance; email to J. Hornbostel with supporting documents to generate cheque for payment of same; email to R. Malinowski regarding payment and request for confirmation that entire annual premium will be paid with August 2025 payment; receipt and review of DocuSign agreement for Mancuso Paving received from Brown & Beattie and sign same.	0.9
8/8/2025	Bryan Tannenbaum	Review and DocuSign paving contract sent by Brown & Beattie.	0.3
8/10/2025	Anne Baptiste	Prepare bank reconciliation for July 2025.	1.0
8/11/2025	Arif Dhanani	Review of draft agenda and EIQ form circulated by WeirFoulds and comment on same.	0.4
8/12/2025	Arif Dhanani	Review of listing of cheques deposited to Receiver's trust account on August 8, 2025, complete supporting documentation for same and send all to J. Hornbostel to record in Receiver's GL; review of invoice from York University and forward same to E. Vieira with update on timing of supplier payments; review of listings of debit and Tenantpay payments made by residents on August 11, 2025 for housing and parking charges; review of email from P. Cho re notice of Town Hall and finalization of materials; draft notice of meeting and source York University campus map to attach to same; respond to email from P. Cho; call with S. Lama; further emails with P. Cho re Town Hall notice and agenda; call with P. Cho; finalize and PDF Town Hall notice and agenda and send same to CFDI for distribution to residents and to D. Nishimura to post on Receiver's website.	2.1
8/12/2025	Bryan Tannenbaum	Receipt and review of P. Cho email re draft EIQ form and a draft agenda for the Town Hall meeting; review of S. Lama email to P. Cho; review of P. Cho response; review of A. Dhanani response to P. Cho with minor changes.	0.4
8/13/2025	Arif Dhanani	Call with D. Nishimura re posting of Notice of and Agenda for Town Hall meeting on Receiver's website; email to S. Lama with Notice and Agenda for Town Hall pursuant to her request for same; review listing of debit payments made by residents on August 12 and 13, 2025 for housing and parking charges; review of email from L. Lee with request for source documents for one payment and one deposit made in July 2025 and respond thereto with source documents; review H&S Building Supplies quotes forwarded by E. Vieira and approve same; review email from York University re venue for Town Hall and required insurance certificate; email to the Cooperators in connection with the insurance certificate required by York University; emails to/from the Cooperators and call with R. Malinowski regarding insurance certificate required by York	2.3

Date	Professional	Description	Time
		University; review CFDI's draft email to resident in Unit 402 and comment on same; email to York University with copy of insurance certificate required to hold Town Hall and details requested for same; respond to E. Vieira re processing and issuance of Brown & Beattie cheque.	
8/13/2025	Donna Nishimura	Create new section on Receiver's website called Notices to Members/Residents and post Notice of Town Hall Meeting and Town Hall Agenda to the client webpage on the TDB website.	0.3
8/14/2025	Arif Dhanani	Review of listing of cheques deposited to Receiver's trust account on August 12, 2025, complete supporting documentation therefor and send all to J. Hornbostel to record same in Receiver's GL; review of listing of Tenantpay payments made by residents on August 12, 2025 for housing and parking charges; review of email from A. Vahrmeier re the Co-op's rebate claim and WeirFoulds invoices and respond thereto in detail; review of responding email from A. Vahrmeier; review of email from WeirFoulds to CHFT re timing of meeting; attend Town Hall coordination call with the City of Toronto, CHFT and WeirFoulds; review and sign off on new Cintas contract; review and respond to email from K. Ivory re methodology of controlling question period during Town Hall.	2.0
8/14/2025	Donna Nishimura	Post HSC-FAQ Document to the client webpage on the TDB website.	0.1
8/15/2025	Arif Dhanani	Review of email from C. Chandler re involvement with Town Hall meeting; call with York University facilities coordinator, A. Bell, and WeirFoulds to discuss AV requirements and security; post-meeting call with WeirFoulds re Q&A period after Town Hall; sign off on York University event contract and email to A. Bell with same; call with counsel to York University and WeirFoulds; review of listing of Tenantpay payment made on August 15, 2025 by residents for housing and parking charges; review of further email from A. Bell re meeting with security personnel on Monday; review of email from K. Ivory with draft response to former board members requesting Town Hall be held in Co-op community room and comment thereon; print out walking route map from the Co-op to Accolade West building and send same to CFDI with request to deliver same to units and post on bulletin board at the Co-op.	2.2
8/17/2025	Arif Dhanani	Review listing of Tenantpay payments made by residents on August 4, 2025 and listing of debit payments made by residents on August 1 and 5, 2025 for housing and parking charges; review of listing of cheques deposited to Receiver's trust account on August 1 and 5, 2025, complete documentation for recording of same and send to J. Hornbostel to post in Receiver's GL; review of invoice from York University re Town Hall, complete documentation for payment of same and send to J. Hornbostel to set up payment.	0.8
8/18/2025	Arif Dhanani	Call with York University security officials and P. Cho re Town Hall; review documentation sent out by P. Cho, including RFEIQ Form, conflict of interest acknowledgement and obligations of a director; draft speaking notes for Town Hall; pay invoice from York University re Town Hall; review of quote obtained from CFDI for replacement of parking garage fob reader and respond to J. Buckstein re same; review listing of Tenantpay payments made by residents on August 18, 2025 for housing and parking charges; review and respond to email from P. Cho re copies of RFEIQ Form; review and respond to email from P. Cho re potential questions that can be asked at the Town Hall and respond with potential additional questions; review of email from S. Nur and email from P. Cho in this regard; email to CFDI re making RFEIQ Form and Schedule B	2.1

Date	Professional	Description	Time
		available at the property management office; review of York University security script.	
8/19/2025	Arif Dhanani	Review of email from E. Vieira re Unit 606 retroactive adjustment for RGI and calendarize changes to resident EFT template to effect changes; review of accounts payable invoices and vouchers uploaded to shared folder by E. Vieira; email to J. Hornbostel with comments on same and request to set up electronic payments; review of COCHI project update from CFDI; review of separate email from C. de Poppe regarding recommended additional paving work to be done and respond thereto; forward COCHI project update and further email from C. de Poppe of CFDI to the City of Toronto; forward August 2025 management report and July 2025 financial package from CFDI to the City of Toronto; review email from S. Lama re contacting HSS and respond thereto in connection with additional paving work; further email exchange with S. Lama; attend Town Hall meeting at York University.	4.9
8/20/2025	Arif Dhanani	Review of email from P. Cho re Town Hall Zoom recording, briefly review recording and email to P. Cho in this regard; update call with B. Tannenbaum re attendance and details of Town Hall; review documentation for payment of Bell, Enbridge and York University bills and pay same, send payment confirmations to J. Hornbostel with request to post same in Receiver's GL; detailed email to P. Cho re various comments from members at Town Hall regarding unit repairs and common room access; review support for payment of Treasurer, City of Toronto invoices (4) and pay same, send payment confirmations to J. Hornbostel for recording in Receiver's GL; email to E. Vieira and J. Buckstein re Town Hall meeting and availability for meeting with the Receiver and its counsel to discuss some concerns raised by the members during the Town Hall; review of email from P. Cho re rep counsel and/or committee for representation of membership and respond thereto with comments regarding same; review of listing of debit payments made by residents on August 20, 2025 for housing and parking charges.	2.5
8/20/2025	Jennifer Hornbostel	Prepare payments to York, Enbridge and Toronto Fire.	0.6
8/21/2025	Arif Dhanani	Email to R. Malinowski of the Cooperators with request to reduce general liability coverage back to \$2 million; review of response from R. Malinowski; review of listing of debit payments made on August 20, 2025 by residents for housing and parking charges.	0.4
8/22/2025	Arif Dhanani	Review of listing of debit and Tenantpay payments made on August 21, 2025 by residents for housing and parking charges; review of email from A. Vahrmeier re York University invoice #CSB003017, email to York University requesting copy of same, email responding to A. Vahrmeier.	0.4
8/25/2025	Arif Dhanani	Review of invoices from the Cooperators forwarded by E. Vieira and respond regarding same; review of email from resident forwarded by E. Vieira in connection with payment plan for August 2025 rent and approve same; review of and respond to email from J. Buckstein re parking garage fob reader and requirement to replace same; review of email from C. de Poppe re additional paving required, review quote from Mancuso Paving and respond to C. de Poppe; review listing of Tenantpay payments made by residents on August 25, 2025 for housing and parking charges.	0.8
8/25/2025	Jennifer Hornbostel	Post receipts for rental and parking income; post payment to York, Enbridge, Bell, Toronto Fire.	1.2
8/26/2025	Arif Dhanani	Review and sign off on accounts payable cheques processed by J. Hornbostel; email to CFDI and P. Cho re rescheduling meeting; review	1.9

Date	Professional	Description	Time
		email forwarded by E. Vieira with request for payment confirmation from York University re Toronto Fire, respond to E. Vieira with copies of payment confirmations; call with CFDI and P. Cho re Town Hall questions and comments.	
8/26/2025	Jennifer Hornbostel	Prepare accounts payable cheques.	0.5
8/27/2025	Arif Dhanani	Review of listing of Tenantpay payments made by residents on August 26, 2025 for housing and parking charges; filing various emails; review of email from E. Vieira with draft notice to residents regarding underground and above ground visitor parking, including various pictures; message for and email to E. Vieira with questions regarding above ground parking; comment on notice and email to E. Vieira in this regard.	0.9
8/27/2025	Bryan Tannenbaum	Review and sign accounts payable cheques.	0.4
8/28/2025	Arif Dhanani	Review email from E. Vieira re parking notice; call with E. Vieira; add further comments to notice and send final draft with changes tracked to E. Vieira; review listing of debit and Tenantpay payments made by residents on August 27, 2025 and listing of Tenantpay payments made on August 28, 2025 for housing and parking charges.	0.6
8/29/2025	Arif Dhanani	Review of listing of debit payments made by residents on August 28, 2025 for housing and parking charges.	0.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			36.3

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	2.00	\$ 595	\$ 1,190.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	30.30	\$ 495	14,998.50
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	4.00	\$ 125	500.00
Total hours and professional fees		<u>36.30</u>		\$ 16,688.50
HST @ 13%				2,169.51
Total payable				\$ 18,858.01



To TDB Restructuring Limited
 Court-appointed Receiver of
 Harry Sherman Crowe Housing Cooperative Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

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Date October 9, 2025

Client File 3-001
Account # TDB #20
No. 2510011

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. (the "Co-op"), for the period September 1, 2025 to September 30, 2025.

Date	Professional	Description	Time
9/2/2025	Arif Dhanani	Review of email from P. Cho of WeirFoulds re meeting and respond thereto; review of Townhall meeting notes circulated by A. Noppers of WeirFoulds; effect electronic payment of housing and parking charges for residents on EFT; review Co-op's operating account and email to S. Lama of the City of Toronto re timing of deposit of September 2025 subsidy payment; complete documentation supporting payment of MCAP mortgage for September 2025, make payment to MCAP, send payment confirmation to MCAP and to J. Hornbostel to record same in Receiver's GL; complete documentation for payment of WeirFoulds' invoice #391638; review listings of debit and Tenantpay payments made by residents on August 29, 2025 for housing and parking charges; review listing of cheques deposited to Receiver's trust account on August 29, 2025, complete supporting documentation therefor and send same to J. Hornbostel to record in Receiver's GL; review and respond to email from E. Vieira of Community First Developments Inc. ("CFDI") re removal of parking gate arms and islands; call with WeirFoulds re further notice to membership re community room and access, CHFT and members coordinating education sessions and link to Town Hall recording.	1.8
9/2/2025	Jennifer Hornbostel	Post payment to MCAP; post rental and parking income receipt.	0.2
9/3/2025	Arif Dhanani	Review Co-op's operating account for subsidy deposit from the City of Toronto; complete documentation for transfer of funds from the Co-op's operating account to Receiver's trust account and make transfer; send transfer confirmation and supporting documents to J. Hornbostel for recording in Receiver's GL; complete documentation for payment of WeirFoulds invoice to June 30, 2025, pay invoice; send payment confirmation to WeirFoulds and to J. Hornbostel for recording in Receiver's GL; review of listing of debit payments made by residents on September 2, 2025 for housing and parking charges; review listing of cheques deposited to Receiver's trust account on September 2, 2025, complete supporting documentation for same and send to J. Hornbostel	2.1

Date	Professional	Description	Time
		to record same in Receiver's GL; review of email from E. Vieira to L. Lee of CFDI with copy of payment advice from the City of Toronto and provide L. Lee with breakdown of August 2025 subsidy and copies of the Receiver and its counsel's invoices that were funded by the City of Toronto; review of listings of Tenantpay payments made by residents on September 1 and 2, 2025 for housing and parking charges; review of quotes for power washing garage and approve H2GO with questions regarding removal of vehicles by residents; review of notice to members re EIQ form deadline and access to community room and comment thereon; further emails with E. Vieira re parking garage cleaning; call with E. Vieira re parking garage cleaning, EIQ forms and community room access; review and approve quote for garbage bin repair.	
9/3/2025	Jennifer Hornbostel	Post transfer from operating account; post payment to WeirFoulds; post receipt from rental and parking income.	0.3
9/4/2025	Arif Dhanani	Finalize form for members to complete for access to community room and send same to E. Vieira; review listing of Tenantpay and debit payments made by residents on September 3, 2025 for housing and parking charges; review of email from E. Vieira re garage power washing sign off, go to H2GO webpage and attempt sign off, email to E. Vieira in this regard; download Receiver's trust account and the Co-op's operating account bank statements and Receiver's cheque register for August 2025, EFT payments spreadsheet for September 2025 and send all to CFDI for accounting purposes.	0.9
9/5/2025	Arif Dhanani	Review of email from L. Lee requesting copies of various invoices paid electronically by the Receiver, find invoices specified and email to L. Lee with same; review listings of debit and Tenantpay payments made by residents on September 4, 2025 for housing and parking charges.	0.6
9/8/2025	Arif Dhanani	Review of listing of Tenantpay and debit payments made by residents on September 5, 2025 for housing and parking charges; review of email correspondence between L. Lee and A. Vahrmeier re potential adjustment to financial statements; review of email from E. Vieira re City of Toronto approval for removal of gate arms and islands in connection with parking.	0.5
9/8/2025	Anne Baptiste	Prepare bank reconciliation for August 2025.	1.0
9/8/2025	Jennifer Hornbostel	Post receipts from rental and parking income; prepare payment to Cooperators.	0.3
9/9/2025	Arif Dhanani	Review of Tenantpay and debit payments made by residents on September 8, 2025 for housing and parking charges; review of long-term guest requests for Unit 308, approve 1 of 2 requests and email to E. Vieira regarding second request; review of email from J. Hornbostel and copy of NSF cheque attached thereto deposited to Receiver's trust account, forward same to E. Vieira; modify EFT amount for Unit 203 effective October 1, 2025 per request from E. Vieira.	0.8
9/10/2025	Arif Dhanani	Review of Tenantpay and debit payments made by residents on September 9, 2025 for housing and parking charges; review A/P vouchers and invoices for 34 items, emails to E. Vieira with questions on various items, email to J. Hornbostel to request preparation of cheques and electronic payments for September 15, 2025.	1.2
9/10/2025	Jennifer Hornbostel	Post NSF rent cheque and bank charge.	0.2
9/11/2025	Arif Dhanani	Review of cheques deposited to Receiver's trust account on September 10, 2025, complete supporting documentation for same and send to J. Hornbostel to record in Receiver's GL; review of debit	0.2

Date	Professional	Description	Time
		payments made by residents on September 10, 2024 for housing and parking charges.	
9/11/2025	Bryan Tannenbaum	Review and sign insurance cheque.	0.1
9/12/2025	Arif Dhanani	Review of listings of debit and Tenantpay payments made by residents on September 11, 2025 for housing and parking charges; review of draft notice to residents regarding power washing of garage received from E. Vieira and comment thereon.	0.4
9/14/2025	Arif Dhanani	Review of listing of Tenantpay and debit payments made by residents on September 12, 2025 for housing and parking charges.	0.2
9/15/2025	Arif Dhanani	Review supporting documents and payments set up online for payment of 3 invoices from York University and pay same, send payment confirmations to J. Hornbostel to record same in Receiver's GL; review email from E. Vieira re mold in TH12, review pictures sent by resident, email to E. Vieira with approval to proceed with engaging party to conduct mold assessment; review quotes for maintenance and cleaning supplies required by CFDI and approve same; review and sign accounts payable cheques; emails to/from and call with E. Vieira re provision of access to kitchen to Second Harvest volunteers.	1.4
9/15/2025	Jennifer Hornbostel	Prepare and mail accounts payable cheques.	1.6
9/15/2025	Bryan Tannenbaum	Review and sign accounts payable cheques.	0.2
9/16/2025	Arif Dhanani	Review of email from E. Vieira with 2 EIQ forms completed by members; review of email from one member with questions on EIQ forms and respond thereto.	0.3
9/19/2025	Jennifer Hornbostel	Void cheque and stop payment to J. Buckstein.	0.2
9/22/2025	Jennifer Hornbostel	Prepare replacement cheque to property manager for petty cash.	0.2
9/23/2025	Arif Dhanani	Review of listing of debit payments made by residents on September 19, 2025 and Tenantpay payments made by residents on September 22, 2025 for housing and parking charges; review of EIQ Form received from resident; review and respond to email from A. Vahrmeier with respect to questions in relation to June 30, 2025 audit; review and respond to further email from A. Vahrmeier re appendices to Receiver's second report and supplemental reports and WorldSource.	1.1
9/24/2025	Arif Dhanani	Review and respond to email from S. Lama re update meeting; review of CFDI management report for September 2025, COCHI update and financial statements for August 2025; draft and send summary email to S. Lama with variance analysis and other matters for consideration; review email from S. Lama re removal of Receiver and its counsel's additional subsidies and expenses for true operating income/loss of the Co-op and prepare analysis of same; send analysis to S. Lama; review of EIQ Form received from resident and email to E. Vieira in this regard.	1.3
9/25/2025	Arif Dhanani	Call with S. Lama to discuss, amongst other things, financial statements, Receiver's RFEIQ process and communication with York University; review of voicemail from Canada Revenue Agency ("CRA") re HST rebate form, forward voicemail to C. Wong of CFDI with request to call CRA back to discuss; review of reply from CFDI re discussion with CRA.	1.5
9/26/2025	Arif Dhanani	Review of quotes for flooring for TH12, TH33 and Unit 105 and approve same; review of Co-op's payables vouchers and invoices uploaded by E. Vieira; email to E. Vieira re invoice from Dodd's Garage Doors and questions on same, including review of past invoice from Dodd's Garage Doors and payment amount of same; email to J. Hornbostel to process cheques for payment of same; email to E. Vieira re postal strike and	1.6

Date	Professional	Description	Time
		courier of accounts payable cheques to the Co-op to have suppliers pick up same; review of HSS email forwarded by S. Lama; email to E. Vieira, C. de Poppe and E. Lok re completion of forms for capital funding.	
9/29/2025	Arif Dhanani	Call with E. Vieira re email from member re Second Harvest food, cleaning of parking garage and changes to EFT template; access Receiver's on-line banking platform and make changes to EFT template; review of additional funding letter from the City of Toronto and complete documentation for additional funding to be deposited on October 1, 2025; review of payment advice issued by the City of Toronto; review of listings of debit and Tenantpay payments made on September 26, 2025; review of payment plan request made by resident in TH12 and approve same; review and sign off on accounts payable cheques.	1.6
9/29/2025	Jennifer Hornbostel	Prepare accounts payable cheques and arrange courier.	0.9
9/29/2025	Bryan Tannenbaum	Review, approve and sign accounts payable cheques.	0.3
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			23.0

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.60	\$ 595	\$ 357.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	17.50	\$ 495	8,662.50
Anne Baptiste/Jennifer Hornbostel	Estate Administrator	4.90	\$ 125	612.50
Total hours and professional fees		<u>23.00</u>		\$ 9,632.00
Disbursements				26.12
Courier		<u>\$ 26.12</u>		
Total disbursements				
Total professional fees and disbursements				\$ 9,658.12
HST @ 13%				1,255.56
Total payable				\$ 10,913.68



To TDB Restructuring Limited
 Court-appointed Receiver of
 Harry Sherman Crowe Housing Cooperative Inc.
 11 King Street West, Suite 700
 Toronto, ON M5H 4C7

TDB Restructuring Limited
 Licensed Insolvency Trustee

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tdbadvisory.ca

Date November 12, 2025

Client File 3-001
Account # TDB #21
No. 2511006

For professional services rendered with respect to the appointment of TDB Restructuring Limited as Court-appointed Receiver of Harry Sherman Crowe Housing Cooperative Inc. (the "Co-op"), for the period October 1, 2025 to October 31, 2025.

Date	Professional	Description	Time
10/1/2025	Arif Dhanani	Initiate EFT payment from residents for housing and parking charges; transfer funds from the Co-op's operating account to Receiver's trust account, complete supporting documentation therefor and send same to J. Hornbostel to record in Receiver's GL; complete supporting documentation for payment of October 2025 mortgage payment to MCAP, pay same and send supporting documentation and payment confirmation to J. Hornbostel to record same in Receiver's GL; review of vendor payment advice from the City of Toronto re COCHI submission #5, review the Co-op's operating account for payment; review of email from WeirFoulds re EIQ forms and meeting to discuss same; respond to K. Ivory of WeirFoulds with copies of EIQ forms received and availability for meeting; review of further email from K. Ivory and respond thereto.	1.2
10/1/2025	Jennifer Hornbostel	Post transfer from operating account; prepare payment to WeirFoulds.	0.2
10/2/2025	Arif Dhanani	Review of draft audited financial statements, notes and schedules thereto, management letter, audit findings letter, audit entries and A/R and email to A. Vahrmeier regarding same; review of debit and Tenantpay payments made by residents on September 30, 2025 for housing and parking charges; email to WeirFoulds with payment confirmation for invoice to June 30, 2025; call with WeirFoulds re EIQ forms received, organizational by-law, case conference timing, hearing date and timing of Receiver's next report to the Court.	2.2
10/2/2025	Jennifer Hornbostel	Post payment to WeirFoulds.	0.1
10/3/2025	Arif Dhanani	Review of response from A. Vahrmeier to questions on audited financial statements for the year ended June 30, 2025 and respond thereto; review of email from Bettys' Law to WeirFoulds re case conference date; download Receiver's cheque register, trust account bank statement and Co-op's operating bank account statement for September 2025 and spreadsheet of EFT payments made by resident for October 2025, format spreadsheet and send all to E. Vieira of Community First Developments Inc. ("CFDI"); review of email from E. Vieira re resident	0.9

Date	Professional	Description	Time
		applying for membership, review resident's letter and respond thereto with copy to P. Cho of WeirFoulds.	
10/5/2025	Arif Dhanani	Review of response to L. Manso drafted by E. Vieira and comment on same; review listing of cheques deposited to Receiver's trust account on October 3, 2025, complete supporting documentation for recording in Receiver's GL and send same to J. Hornbostel.	0.4
10/5/2025	Anne Baptiste	Prepare bank reconciliation for September 2025.	1.4
10/6/2025	Arif Dhanani	Review of draft Capital Funding Request Form completed by CFDI and attachments thereto, comment on form and attachments; access Receiver's on-line banking platform and change EFT amount for Unit 606 resident; review of email from E. Vieira and quote for replacement of floor in Unit 804 and approve same; review email from E. Vieira re replacement of kitchen countertop in Unit 701 and approve same; review of quote for replacement of windows in TH12 and email to E. Vieira in this regard; review of listings of debit and Tenantpay payments made by residents on October 1, 2025 for housing and parking charges; call with Aaron and Andrew Vahrmeier re audited financial statements for the year ended June 30, 2025.	1.8
10/6/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
10/8/2025	Arif Dhanani	Review of emails from L. Lee of CFDI with questions regarding disbursements from Receiver's trust account and source documents therefor, review Receiver's GL and cheque register, locate source documents and send same to L. Lee with explanations for same.	0.6
10/9/2025	Arif Dhanani	Email exchange with WeirFoulds re September 2025 invoice; review of emails between WeirFoulds and E. Vieira re resident wanting membership to the Co-op.	0.4
10/10/2025	Arif Dhanani	Review of Tenantpay listings sent by E. Vieira for October 3 - 9, 2025 in connection with payments made by residents for housing and parking charges; review and sign off on final financial statements and tax return, complete management rep letter for June 2025 audit and execute same, send all to A. Vahrmeier.	0.9
10/14/2025	Arif Dhanani	Call with WeirFoulds and the City of Toronto re RFEIQ process, interest in members acting on the board and the matters to be addressed in the Receiver's next report to the Court; review and respond to email from Co-op member regarding availability of units to move into; respond to email from P. Cho with availability for a call with CHFT and the City of Toronto; review of final audited financial statements, management letter and A/R spreadsheet for the year ended June 30, 2025.	1.4
10/15/2025	Arif Dhanani	Review of email from E. Vieira to L. Manso re key to kitchen and other matters related to food donations; review of listings of debit payments made by residents on October 3 to 14, 2025 for housing and parking charges; review of emails between CHFT and WeirFoulds re meeting times.	0.8
10/16/2025	Arif Dhanani	Review of draft Aide-Memoire circulated by WeirFoulds and comment thereon; review of accounts payable invoices and vouchers uploaded by E. Vieira; email to J. Hornbostel in this regard with request to process cheques; email to E. Vieira re non-payment of holdback invoice until November 25, 2025.	0.8
10/17/2025	Jennifer Hornbostel	Prepare A/P cheques.	1.0
10/20/2025	Arif Dhanani	Review and respond to email from E. Vieira re 6th COCHI submission; review listings of debit payments made on October 16 and 17, 2025 by residents for housing and parking charges; review of email from E. Vieira	0.9

Date	Professional	Description	Time
		to HSS with 6th COCHI submission and attachments thereto; call with WeirFoulds, the City of Toronto and CHFT re outcome of EIQ Process and next steps.	
10/20/2025	Donna Nishimura	Post Aide Memoire of the Receiver to the client webpage on the TDB website.	0.1
10/21/2025	Jennifer Hornbostel	Prepare and post HST payment; arrange courier for A/P cheques.	0.6
10/21/2025	Arif Dhanani	Review of further email from L. Manso to E. Vieira re kitchen and access to same in connection with food donations; attend case conference scheduling hearing for timing of next full hearing and delivery of Receiver's next court report; review and respond to email from P. Cho re scheduling hearing and Receiver's report; review on-line payment set up by J. Hornbostel to Canada Revenue Agency for Co-op HST liability, approve and pay same and send payment confirmation to J. Hornbostel; review and respond to email from E. Vieira re parking garage power washing and residents that didn't move their vehicles/belongings and next steps; review and respond to further email from E. Vieira re supplemental power washing of specific garage spots; review listing of Tenantpay payments made on October 20, 2025; review of email forwarded by B. Tannenbaum re resident requesting membership and respond thereto; review of the Court's Endorsement dated October 21, 2025 and email to D. Nishimura with instructions to post same to Receiver's website.	2.1
10/21/2025	Bryan Tannenbaum	Review of P. Cho email regarding Mr. Betty's appearance at case conference with various allegations; review of A. Dhanani reply; review and sign cheques.	0.6
10/22/2025	Arif Dhanani	Review of further email from S. Case forwarded by B. Tannenbaum and email to E. Vieira with questions regarding same; review of quotes to repair trash compactor and replace compactor bins and approve same; review of debit and Tenantpay payments made by residents on October 21, 2025 for housing and parking charges; review of template letter and acknowledgement to members re parking garage power wash spot cleaning, comment on same and email to E. Vieira with same; review of quotes for interior and exterior lighting to be replaced and approve same; review of email from E. Vieira and attachment thereto re change of banking information for resident for EFT purposes, make change and confirm same with E. Vieira; review of listing of cheques deposited to Receiver's trust account on October 16, 2025, complete documentation for recording of same and send to J. Hornbostel to record in Receiver's GL.	1.9
10/22/2025	Donna Nishimura	Post Endorsement to the client webpage on the TDB website.	0.1
10/23/2025	Jennifer Hornbostel	Post receipt from rental and parking income.	0.1
10/24/2025	Arif Dhanani	Review of September 2025 reporting package from CFDI and email to CFDI with questions on variances from budget, review of response from L. Lee and respond thereto with further question re legal fees expense; review of email from E. Vieira re member's request for nightly access to community room for homework club and respond thereto, further emails with E. Vieira regarding utilization of library room for book club; call with S. Lama of the City of Toronto re emails from resident and other matters; further emails to/from L. Lee re financial statements for September 2025; email to A. Vahrmeier regarding audit adjustments and request for call; call with A. Vahrmeier re audit adjustment; review of email from E. Vieira regarding replacement of furnace in TH16 and	2.1

Date	Professional	Description	Time
		approve quote for same; review of listing of Tenantpay payments made on October 24, 2025 by residents for housing and parking charges.	
10/27/2025	Arif Dhanani	Review and respond to email from E. Vieira re supplementary power wash of parking garage and cancellation of same; review of financial statement analysis prepared by A. Vahrmeier, review email from L. Lee re adjusting entry to property taxes; email to S. Lama with financial statements for September 2025 and October property management report, including analysis of operating results before additional subsidies and the Receiver and its counsel's expenses.	0.8
10/28/2025	Arif Dhanani	Review of email from K. Ivory re York University response for meeting; email to K. Ivory with comments on same; review list of debit payments made by residents on October 27, 2025 for housing and parking charges; review of email and attachments forwarded by CFDI in connection with S. Case, D. Case and H. Case, review of emails from S. Case and attachments thereto, respond to S. Case.	1.4
10/29/2025	Arif Dhanani	Review of email from K. Ivory to R. Silva of York University re meeting agenda and timelines for Receiver's next report to Court; review and respond to email from R. Silva; review further email from R. Silva; commence drafting Receiver's Third Report to Court; review email from D. Case and respond thereto.	2.2
10/30/2025	Arif Dhanani	Review email from P. Cho re response to S. Case email; review of email from R. Silva and notice from the City of Toronto and forward same to E. Vieira with request to confirm submission of reporting; review of email from K. Ivory re York University meeting to discuss CHFT land trust option and respond thereto; review listing of Tenantpay payments made by residents on October 30, 2025 for housing and parking charges; review of email from E. Vieira re TH8 cracked bathtub and leak into garage and respond thereto; review of email from WeirFoulds to CHFT with questions regarding land trust model; review of email exchange between counsel for York University and WeirFoulds; review of proposed response to S. Case email from P. Cho and respond to P. Cho with numerous comments and documents.	1.6
10/31/2025	Arif Dhanani	Review of various emails from P. Cho re S. Case, including email sent by WeirFoulds to S. Case and D. Case; review of reply from CHFT to WeirFoulds re land trust model and timing of information to be sent to WeirFoulds.	0.3
10/31/2025	Jennifer Hornbostel	Post receipt of rental and parking income.	0.1
		To all other administrative matters with respect to this engagement, including supervision, all meetings, telephone attendances, and written and verbal correspondence to facilitate the foregoing.	
			29.1

FEE SUMMARY

Professional	Level	Hours	Rate	Fees
Bryan A. Tannenbaum, FCPA, FCA, FCIRP, LIT	President	0.60	\$ 595	\$ 357.00
Arif N. Dhanani, CPA, CA, CIRP, LIT	Vice President	24.70	\$ 495	12,226.50
Anne Baptiste/Jennifer Hornbostel/Donna Nishimura	Estate Administrator	3.80	\$ 125	475.00
Total hours and professional fees		<u>29.10</u>		\$ 13,058.50
Disbursements				
Courier		<u>\$ 19.26</u>		
Total disbursements				<u>19.26</u>
Total professional fees and disbursements				\$ 13,077.76
HST @ 13%				1,700.11
Total payable				\$ 14,777.87

GST/HST: 80784 1440 RT0001

**THIS IS EXHIBIT "B" REFERRED TO IN THE
AFFIDAVIT OF ARIF DHANANI SWORN
BEFORE ME THIS 14TH DAY OF NOVEMBER, 2025**



A handwritten signature in blue ink, appearing to read "Bryan Allan Tannenbaum". The signature is written over a horizontal line.

A Commissioner, etc.

Bryan Allan Tannenbaum,
a Commissioner, etc., Province of Ontario,
for TDB Restructuring Limited.
Expires March 6, 2027.

In the Matter of the Receivership of
Harry Sherman Crowe Housing Cooperative Inc.
 Summary of Receiver's Fees
 For the Period April 1, 2025 to October 31, 2025

Invoice #	Invoice Date	Period	Hours	Fees	Disbursements	Subtotal	HST	Total	Average Hourly Rate
TDB #15	May 20, 2025	April 1, 2025 to April 30, 2025	45.1	20,166.50	-	20,166.50	2,621.65	22,788.15	\$ 447.15
TDB #16	June 23, 2025	May 1, 2025 to May 31, 2025	66.0	28,110.60	38.86	28,149.46	3,659.43	31,808.89	\$ 425.92
TDB #17	July 14, 2025	June 1, 2025 to June 30, 2025	54.7	26,005.50	19.27	26,024.77	3,383.22	29,407.99	\$ 475.42
TDB #18	August 25, 2025	July 1, 2025 to July 31, 2025	33.6	15,243.00	-	15,243.00	1,981.59	17,224.59	\$ 453.66
TDB #19	September 12, 2025	August 1, 2025 to August 31, 2025	36.3	16,688.50	-	16,688.50	2,169.51	18,858.01	\$ 459.74
TDB #20	October 9, 2025	September 1, 2025 to September 30, 2025	23.0	9,632.00	26.12	9,658.12	1,255.56	10,913.68	\$ 418.78
TDB #21	November 12, 2025	October 1, 2025 to October 31, 2025	29.1	13,058.50	19.26	13,077.76	1,700.11	14,777.87	\$ 448.75
Total			287.8	\$ 128,904.60	\$ 103.51	\$ 129,008.11	\$ 16,771.07	\$ 145,779.18	\$ 447.90

APPENDIX BB

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

B E T W E E N:

CITY OF TORONTO

Application

- and -

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

AFFIDAVIT OF PHILIP CHO

I, **Philip Cho**, of the City of Toronto, Province of Ontario **MAKE OATH AND SAY:**

1. I am a Partner at the law firm of WeirFoulds LLP (“**WeirFoulds**”), lawyers for TDB Restructuring Limited (“**TDB**”) in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Co-Operative Inc., in this proceeding. As such, I have knowledge of the matters to which I hereinafter depose. Where I do not have personal knowledge of the matters set out below, I state the source of my information and verily believe such information to be true.

2. Attached hereto and marked as **Exhibit “A”** to this affidavit is a summary of fees and disbursements rendered between April 1, 2025 and October 31, 2025. Attached hereto and marked as **Exhibit “B”** are true copies of the accounts rendered between April 1, 2025 and October 31, 2025, which contain detailed descriptions of the services provided by WeirFoulds pursuant to the Receiver’s instructions. The accounts indicate that the following individuals at our firm provided services:

<u>Name</u>	<u>Position</u>	<u>2025 Hourly Rate</u>	<u>Total Hours</u>	<u>Year of Call</u>
Philip Cho	Partner	\$775.00	95.90	2002
Wojtek Jaskiewicz	Partner	\$745.00	8.40	2004
Kelsey Ivory	Partner	\$530.00	75.80	2018
Victoria Bazak	Associate	\$375.00	21.0	2024
Alexandra Noppers	Student	\$315.00	37.20	Student
Imaan Hassanali	Student	\$315.00	5.40	Student
Samuel Maitman- Markowski	Student	\$315.00	6.30	Student
Sophie Porter	Student	\$315.00	6.80	Student
Jillian Nield	Student	\$275.00	63.50	Student
Ruth DeSousa	Law Clerk	\$365.00	0.20	Law Clerk
Bobbie-Jo Brinkman	Law Clerk	\$300.00	29.50	Law Clerk
			350	

3. The work was, to the best of my knowledge, all performed, and the billing rates are the normal billing rates for the individuals who performed the work. Except to the extent that fees were discounted as expressly indicated on certain accounts, there were no additional or special compensation arrangements entered into with the Receiver and as a result, all of the amounts billed were properly due and owing.

SWORN by **PHILIP CHO** of the City of)
Toronto, in the Province of Ontario, before me at)
the City of Toronto, in the Province of Ontario,)
on November 18, 2025)
)
)
)
)
)
)
)
)

Bobbie-Jo Brinkman

A Commissioner for Taking Affidavits, etc.
Bobbie-Jo Brinkman



PHILIP CHO

Bobbie-Jo Tina Brinkman, a Commissioner, etc.,
Province of Ontario, for WeirFoulds LLP,
Barristers and Solicitors.
Expires March 5, 2028.

This is **Exhibit “A”** referred to in the Affidavit of Philip Cho
sworn on November 18, 2025

Bobbie Jo Brinkman
A Commissioner for Taking Affidavits, etc.

Bobbie-Jo Tina Brinkman, a Commissioner, etc.,
Province of Ontario, for WeirFoulds LLP,
Barristers and Solicitors.
Expires March 5, 2028.

SUMMARY OF FEES AND DISBURSEMENTS

Account Period	Fees	Disbursements	HST	Account Total (including taxes)	Hours and Rates Lawyers/Law Clerks
01/04/2025 to 16/05/2025	\$41,732.45 ¹	\$270.30	\$5,460.36	\$47,463.11	BB: 13.10 hrs @ \$300 KI: 33.30 hrs @ \$530 PC: 26.80 hrs @ \$775 RD: 0.20 hrs @ \$365 VB: 17.80 hrs @ \$375 Total Hours: 91.20
17/05/2025 to 31/05/2025	\$20,926.50	\$339.00	\$2,720.45	\$23,985.95	BB: 7.90 hrs @ 300 KI: 10.30 hrs @ \$530 PC: 16.90 hrs @ \$775 Total Hours: 35.10
01/06/2025 to 30/06/2025	\$35,618.75 ²	\$281.50	\$4,667.03	\$40,567.28	BB: 7.10 hrs @ \$300 JN: 38.30 hrs @ \$275 KI: 7.90 hrs @ \$530 PC: 22.60 hrs @ \$775 VB: 0.70 hrs @ \$375 WJ: 8.40 hrs @ \$745 Total Hours: 85.00
01/07/2025 to 31/07/2025	\$9,164.25 ³	\$0.00	\$1,191.35	\$10,355.60	JN: 21.50 hrs @ 275 KI: 0.60 hrs @ \$530 PC: 7.60 hrs @ \$775 Total Hours: 29.70
01/08/2025 to 30/08/2025	\$30,450.24 ⁴	\$383.14	\$4,008.34	\$34,841.72	AN: 16.40 hrs @ \$315 BB: 0.20 @ \$300 IH: 5.40 hrs @ \$315

¹ Total amount of Fees was \$49,097.00. A discount was provided in the amount of \$7,364.55.

² Total amount of Fees was \$40,885.00. A discount was provided in the amount of \$5,266.25.

³ Total amount of Fees was \$12,120.50. A discount was provided in the amount of \$2,956.25.

⁴ Total amount of Fees was \$33,453.00. A discount was provided in the amount of \$3,002.76.

Account Period	Fees	Disbursements	HST	Account Total (including taxes)	Hours and Rates Lawyers/Law Clerks
					JN: 3.70 hrs @ \$275 KI: 14.90 hrs @ \$530 PC: 17.40 hrs @ \$775 SMM: 6.30 hrs @ \$315 SP: 6.80 hrs @ \$315 Total Hours: 71.10
01/09/2025 to 31/10/2025	\$16,078.50	\$58.22	\$2,097.77	\$18,234.49	AN: 20.80 hrs @ \$315 BB: 1.20 hrs @ \$300 KI: 8.80 hrs @ \$530 PC: 4.60 hrs @ \$775 VB: 2.50 hrs @ \$375.00 Total Hours: 37.90
<u>TOTAL:</u>	<u>\$153,970.69</u>	<u>\$1,332.16</u>	<u>\$20,145.30</u>	<u>\$175,448.15</u>	

AN = Alexandra Noppers, BB = Bobbie-Jo Brinkman, IH = Imaan Hassanali, JN = Jillian Nield, KI = Kelsey Ivory, PC = Philip Cho, RD = Ruth DeSousa, SMM = Samuel Maitman-Markowski, SP = Sophie Porter, VB = Victoria Bazak, WJ = Wojtek Jaskiewicz.

This is **Exhibit “B”** referred to in the Affidavit of Philip Cho
sworn on November 18, 2025



A Commissioner for Taking Affidavits, etc.

Bobbie-Jo Tina Brinkman, a Commissioner, etc.,
Province of Ontario, for WeirFoulds LLP,
Barristers and Solicitors.
Expires March 5, 2028.

INVOICE

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

May 21, 2025
Invoice 389482
Page 1

TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00001 Court-Appointed Receiver Over the Property of Harry Sherman Crow Housing CO-Operative Inc

For Professional Services through May 16, 2025

FEES	\$49,097.00
LESS DISCOUNT	-7,364.55
NET FEES	\$41,732.45
DISBURSEMENTS (Taxable)	\$270.30
DISBURSEMENTS (Non Taxable)	None
HST	\$5,460.36
TOTAL FOR THIS INVOICE (CAD)	\$47,463.11

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

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May 21, 2025
 Invoice 389482
 Page 2

Below is a description of the services rendered through May 16, 2025 with respect to our File No. 25084.00001

Fee Detail

Date	Description	Name	Hours	Rate	Fees
01/04/25	Correspond with P. Cho; review correspondence from City re draft report; instruct V. Bazak re same; review report and edits to same;	Kelsey Ivory	1.00	530.00	530.00
02/04/25	Emails with K. Ivory; review of file; emails with P. Cho; further emails with K. Ivory attending to relevant information.	Bobbie-Jo Brinkman	0.40	300.00	120.00
02/04/25	Correspond with B.J. Brinkman re edits to second report; review correspondence from City and edit second report;	Kelsey Ivory	0.50	530.00	265.00
03/04/25	Further emails with K. Ivory, locate relevant documents and information and respond to emails.	Bobbie-Jo Brinkman	0.30	300.00	90.00
04/04/25	Review of file regarding which fees have been assessed in order to prepare fee affidavit; communication to P. Cho.	Bobbie-Jo Brinkman	0.20	300.00	60.00
04/04/25	Review City's comments re second report; edit second report; correspond with V. Bazak;	Kelsey Ivory	2.70	530.00	1,431.00
04/04/25	Review of the City's comments on the second report; communication with K. Ivory with respect to same.	Victoria Bazak	0.70	375.00	262.50
07/04/25	Correspond with V. Bazak; consider V. Bazak correspondence and enclosures; draft and send correspondence to P. Cho re second report and next steps;	Kelsey Ivory	0.70	530.00	371.00
09/04/25	Correspond with P. Cho and V. Bazak; prepare for and attend meeting with P. Cho re edits to second report; correspond with V. Bazak and attend meeting with V. Bazak re same;	Kelsey Ivory	2.30	530.00	1,219.00

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

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May 21, 2025
Invoice 389482
Page 3**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
09/04/25	Review summary of issues and comments on draft report; meeting with K. Ivory regarding draft report of Receiver	Philip Cho	0.90	775.00	697.50
09/04/25	Meeting with K. Ivory to review file and discuss next steps.	Victoria Bazak	1.10	375.00	412.50
10/04/25	Correspond with V. Bazak re documents for unit allocations; review rules relevant to co-op and draft summary of same; review documents from CFDI and CFDI findings; edit draft second report; communicate with V. Bazak re addressing comments from City;	Kelsey Ivory	4.10	530.00	2,173.00
10/04/25	Review of the City's comments on the second report; review supporting documentation on file; make changes to second report to reflect same; communication with K. Ivory with respect to same.	Victoria Bazak	4.70	375.00	1,762.50
11/04/25	Review V. Bazak comments in draft second report and consider same; continue editing draft second report to address City's comments; review court application record and factum for same; correspond with A. Dhanani;	Kelsey Ivory	4.30	530.00	2,279.00
11/04/25	Review of the Co-op's board meeting minutes from 2019 onwards; advise K. Ivory of potentially useful or relevant minutes for use in preparing the second report.	Victoria Bazak	1.50	375.00	562.50
14/04/25	Review documentation from CFDI; edit draft second report; review correspondence from A. Dhanani and enclosures and respond to same; correspond with V. Bazak and P. Cho; instruct V. Bazak;	Kelsey Ivory	5.40	530.00	2,862.00

4100 - 66 Wellington Street West, PO Box 35, Toronto-Dominion Centre, Toronto, ON, Canada. M5K 1B7

T: 416-365-1110 F: 416-365-1876

www.weirfoulds.com

May 21, 2025
Invoice 389482
Page 4**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
14/04/25	Email correspondence with A. Dhanani regarding proposed response to Sinai Plumbing inquiry on claims process	Philip Cho	0.20	775.00	155.00
14/04/25	Conducted a corporate profile search regarding Sinai Plumbing Inc.;	Ruth DeSousa	0.20	365.00	73.00
14/04/25	Review and further revise second report; communication with K. Ivory and P. Cho with respect to same.	Victoria Bazak	1.80	375.00	675.00
15/04/25	Review correspondence from V. Bazak regarding notes to draft in second report; consider same; edit second report and schedule "A"; communicate with P. Cho; correspondence re same;	Kelsey Ivory	1.50	530.00	795.00
15/04/25	Review and comment on draft Second Report sections relating to CFDI findings and recommendations	Philip Cho	1.00	775.00	775.00
15/04/25	Email correspondence with A. Dhanani regarding draft response to counsel to trade (Sinai Plumbing); email correspondence with D. Ebady regarding same	Philip Cho	0.20	775.00	155.00
16/04/25	Communication to P. Cho regarding fee affidavit.	Bobbie-Jo Brinkman	0.10	300.00	30.00
16/04/25	Edit second report and review changes by P. Cho; correspond with V. Bazak regarding second report; correspond with P. Cho;	Kelsey Ivory	1.30	530.00	689.00
16/04/25	Continue review and revisions to draft Second Report	Philip Cho	0.80	775.00	620.00
21/04/25	Email correspondence with A. Dhanani regarding draft Second Report	Philip Cho	0.20	775.00	155.00
22/04/25	Telephone call with M. Siboni regarding status of Second Report and pre-receivership claims; email correspondence with A. Dhanani	Philip Cho	0.50	775.00	387.50

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May 21, 2025
Invoice 389482
Page 5**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	regarding same and follow up with York University				
23/04/25	Review of file; review of previous materials filed; attend to preparation of draft Notice of Motion and Order; communications with P. Cho regarding quarterly reports, second report and fee affidavit.	Bobbie-Jo Brinkman	1.30	300.00	390.00
24/04/25	Attend to drafting Fee Affidavit; office conference with P. Cho.	Bobbie-Jo Brinkman	1.30	300.00	390.00
24/04/25	Continue drafting Receiver's Second Report to Court; revise and amend draft RFEIQ Process	Philip Cho	2.20	775.00	1,705.00
25/04/25	Various emails regarding motion materials and respond to same.	Bobbie-Jo Brinkman	0.20	300.00	60.00
25/04/25	Review correspondence from P. Cho and A. Dhanani; review and edit report; instruct document services and V. Bazak re same;	Kelsey Ivory	2.70	530.00	1,431.00
25/04/25	Email correspondence with A. Dhanani regarding operating agreement and timing for meeting with York University; email correspondence with M. Siboni regarding same	Philip Cho	0.40	775.00	310.00
25/04/25	Review of second report; review of supporting documentation, update table of contents and compile appendices; communication with K. Ivory with respect to same.	Victoria Bazak	3.70	375.00	1,387.50
27/04/25	Continue review and revisions to draft Second Report	Philip Cho	2.60	775.00	2,015.00
28/04/25	Review of emails from team regarding report and appendices; review of missing appendices; review of report; emails with team regarding fee affidavit; further emails regarding appendices;	Bobbie-Jo Brinkman	1.60	300.00	480.00

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Page 6**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	attend to finalizing fee affidavit;				
28/04/25	Review correspondence from P. Cho and A. Dhanani; instruct V. Bazak and B.J. Brinkman re same; fee affidavit and instruct B.J. Brinkman re same;	Kelsey Ivory	0.40	530.00	212.00
28/04/25	Further revise second court report; compile all appendices; email correspondence to A. Dhanani providing same.	Victoria Bazak	2.20	375.00	825.00
29/04/25	Emails with client regarding fee affidavit and arranging meeting to commission same.	Bobbie-Jo Brinkman	0.10	300.00	30.00
29/04/25	Review of email from P. Cho and provide relevant information for report; updating fee affidavit; finalizing fee affidavit; office conference with A. Jameer and P. Cho regarding motion; commissioning fee affidavit.	Bobbie-Jo Brinkman	0.40	300.00	120.00
29/04/25	Review correspondence from P. Cho and V. Bazak; review file; respond to same;	Kelsey Ivory	0.40	530.00	212.00
29/04/25	Email correspondence with A. Dhanani regarding revisions to draft Second Report; review and revise summary of issues for report; review and revise summary of findings schedule; review and revise draft RFEIQ process	Philip Cho	1.00	775.00	775.00
29/04/25	Review and revise fee affidavit	Philip Cho	0.20	775.00	155.00
29/04/25	Meeting with A. Dhanani regarding draft Second Report	Philip Cho	0.30	775.00	232.50
29/04/25	Revise second report; communication with P. Cho and K. Ivory with respect to same.	Victoria Bazak	0.70	375.00	262.50
30/04/25	Attend to updating fee affidavit for client; email to client regarding fee	Bobbie-Jo Brinkman	2.20	300.00	660.00

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May 21, 2025
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Page 7**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	affidavit; attend on call with client and commission affidavit; email to client x2, which provides commissioned fee affidavit and fee affidavit of P. Cho; review of email from K. Ivory and locate relevant document; email to K. Ivory; email from P. Cho; downloading report as provided by client and attend to updating index and bookmarking report, due to extensive documentation; review email from P. Cho regarding redactions needed to materials and respond to same; further edits to index.				
30/04/25	Review and consider updated report; correspondence re same; communicate with P. Cho re report, motion, and next steps;	Kelsey Ivory	0.50	530.00	265.00
30/04/25	Review updated summary of issues; email correspondence with A. Dhanani regarding same; email correspondence with K. Ivory and V. Bazak regarding same	Philip Cho	0.30	775.00	232.50
30/04/25	Further revise second report; update appendices; email correspondence to client.	Victoria Bazak	0.80	375.00	300.00
01/05/25	Review proposed redactions to appendices; review draft Motion Record; receipt and review email correspondence from C. Betty enclosing notice of annual meeting	Philip Cho	0.50	775.00	387.50
01/05/25	Meeting with B. Brinkman and A. Jameer regarding redactions to apply to appendices	Philip Cho	0.20	775.00	155.00
01/05/25	Review and revise Notice of Motion and draft Order	Philip Cho	0.40	775.00	310.00
02/05/25	Email correspondence with A. Dhanani regarding proposed response to C. Betty on adjournment request and	Philip Cho	0.80	775.00	620.00

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May 21, 2025
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Page 8**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	meeting notice; revise proposed email to C. Betty; email correspondence with C. Betty regarding proposed annual general meeting				
02/05/25	Review of the Co-op's annual general meeting notice; analysis of notice and procedural requirements pursuant to applicable legislation and Co-op by-laws; email correspondence to P. Cho with respect to same.	Victoria Bazak	0.60	375.00	225.00
05/05/25	Instructions to assistant to commence hyperlinking of three volume motion record; email to Court regarding bundle needed in Case Center.	Bobbie-Jo Brinkman	0.20	300.00	60.00
06/05/25	Preparing materials for uploading to Case Center; emails with assistant; review of materials and instructions to add additional hyperlinks for purposes of the Court.	Bobbie-Jo Brinkman	0.20	300.00	60.00
07/05/25	Drafting Aide Memoire; email correspondence with A. Dhanani regarding same	Philip Cho	3.00	775.00	2,325.00
07/05/25	Email correspondence with A. Dhanani regarding proposed response to C. Betty in respect of proposed AGM	Philip Cho	0.20	775.00	155.00
08/05/25	Review of email from P. Cho regarding Aide Memoire; attend to uploading hyperlinked volumes of Motion Record to Case Center; attend to issues with Case Center and materials now appearing how they should; review of emails regarding supplemental report; prepare supplemental motion record index; emails with team; finalizing supplemental report; emails with client; instructions to assistant to finalize supplemental motion record; communications with P. Cho regarding Aide Memoire and update same, which	Bobbie-Jo Brinkman	1.80	300.00	540.00

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Page 9**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	includes updating footnotes, hyperlinking relevant information and footnotes; email to client providing draft Aide Memoire; review of final motion record and provide comments; finalizing Aide Memoire and serving same; uploading supplemental motion record and Aide Memoire to Case Center; emails with P. Cho.				
08/05/25	Review draft supplemental report and aide memoire; correspondence re same;	Kelsey Ivory	0.30	530.00	159.00
08/05/25	Review and revise supplemental report of receiver	Philip Cho	0.40	775.00	310.00
09/05/25	Review of emails from counsel; review of lawyer's certificate for Aide Memoire and provide comments; emails with K. Ivory; attend to adding K. Ivory to Case Center; review of email from City of Toronto.	Bobbie-Jo Brinkman	0.30	300.00	90.00
09/05/25	Attend call with P. Cho, M. Siboni, A. Dhanani; review correspondence from Betty Law; review supplemental motion record and aide memoire; correspond with B.J. Brinkman; draft response to Betty Law; correspondence with P. Cho; review draft correspondence from M. Siboni to Betty Law;	Kelsey Ivory	2.30	530.00	1,219.00
09/05/25	Meeting with M. Siboni, B. Tannenbaum, A. Dhanani and K. Ivory regarding C. Betty's emails; meeting with B. Tannenbaum, A. Dhanani and K. Ivory regarding responding to C. Betty's request for adjournment	Philip Cho	1.00	775.00	775.00
09/05/25	Review and revise email correspondence responding to C. Betty's adjournment request; email correspondence with client regarding same	Philip Cho	0.30	775.00	232.50

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May 21, 2025
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Page 10**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
12/05/25	Prepare draft email to Service List; emails with K. Ivory; finalize email to Service List; review of various responses and updating Participant Information Sheet; emails with team regarding TDB's access issues with Case Center; emails with Commercial List Office; emails with P. Cho and K. Ivory regarding uploading emails to Case Center; attend to uploading relevant emails to Case Center; review of draft Order and updating same; email to P. Cho regarding draft Order; attend to uploading draft Order and Blacklined Order to Case Center.	Bobbie-Jo Brinkman	0.90	300.00	270.00
12/05/25	Review of materials received from Mr. Betty regarding motion returnable on May 13, 2025; emails with team.	Bobbie-Jo Brinkman	0.20	300.00	60.00
12/05/25	Review correspondence from B. Tannenbaum; correspond with B.J. Brinkman re same; correspond with B.J. Brinkman and P. Cho re motion; review Betty Law motion materials; correspondence re same;	Kelsey Ivory	0.30	530.00	159.00
12/05/25	Receipt and review Notice of Motion and Affidavit of R. Kerr regarding request for funding	Philip Cho	0.50	775.00	387.50
12/05/25	Review and prepare submissions for adjournment request and motion for approval of Reports and RFEIQ Process	Philip Cho	3.50	775.00	2,712.50
12/05/25	Email correspondence with K. Ivory and B. Brinkman regarding uploading email chains to Case Center; review and revise draft Order	Philip Cho	0.30	775.00	232.50
13/05/25	Updating Participant Information Form; uploading Participant Information Form	Bobbie-Jo Brinkman	0.60	300.00	180.00

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Page 11**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	to Case Center and review same; updating Service List and circulating same to Receiver for posting on website; review of email setting out timetable for motions sent by K. Ivory; review of email from counsel regarding urgent discussion; review of further emails regarding court attendances.				
13/05/25	Prepare for and attend court; memo to file; attend debrief with P. Cho, city of Toronto and client; draft and send correspondence re timetable; attend further court appearance; correspondence with P. Cho;	Kelsey Ivory	2.60	530.00	1,378.00
13/05/25	Review and revise draft notice to members; email correspondence with C. Betty regarding discussion on fee issue; email correspondence with A. Dhanani and B. Tannenbaum regarding same	Philip Cho	0.50	775.00	387.50
13/05/25	Attend continued hearing to approve timetables	Philip Cho	0.70	775.00	542.50
13/05/25	Telephone call with C. Betty regarding proposed timetable and client's position	Philip Cho	0.20	775.00	155.00
13/05/25	Attend on motion for approval of reports and RFEIQ Process; meeting with K. Ivory regarding proposed timetable; meeting with M. Siboni, B. Tannenbaum, A. Dhanani and K. Ivory regarding proposed timetable	Philip Cho	2.00	775.00	1,550.00
14/05/25	Review of Endorsement of Justice Kimmel; serving Endorsement on Service List; instructions for deadlines to be added to relevant calendars; email to Commercial List Office regarding dates for motion; email to P. Cho and K. Ivory.	Bobbie-Jo Brinkman	0.30	300.00	90.00

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Page 12**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
15/05/25	Revise draft Second Supplemental Report	Philip Cho	0.70	775.00	542.50
16/05/25	Review of emails regarding motion record relating to May 30th motion; review of report; reviewing index and updating same; updating motion record, review of final motion record; providing instructions for service and review of lawyer's certificate.	Bobbie-Jo Brinkman	0.50	300.00	150.00
16/05/25	Email correspondence with A. Dhanani regarding supplementary report; email correspondence with C. Betty regarding meeting to discuss settlement; email correspondence with M. Siboni regarding information for responding record	Philip Cho	0.30	775.00	232.50
16/05/25	Meeting with C. Betty regarding fee issue and Receiver's intentions for the housing project	Philip Cho	0.50	775.00	387.50

Total Fees for Professional Services	\$49,097.00
Less Discount	-7,364.55
Net Fees	\$41,732.45
HST	\$5,425.22
Total Fees including HST.....	\$47,157.67

Disbursements

Taxable Disbursements

Prints BW	12.50
Prints Colour	213.50
Binding & Tabs	17.58

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Disbursements

Search Fees	26.72
Total Taxable Disbursements	270.30
Total Disbursements	\$270.30
HST	\$35.14
Total Disbursements and HST for this Invoice	\$305.44

Totals For This Matter

Total Fees Including HST.....	\$47,157.67
Total Disbursements Including HST.....	\$305.44
Total Fees and Disbursements Including HST.....	\$47,463.11
Total Due For This Matter	\$47,463.11

Summary

Name	Hours	Rate	Fees
Bobbie-Jo Brinkman	13.10	300.00	3,930.00
Kelsey Ivory	33.30	530.00	17,649.00
Philip Cho	26.80	775.00	20,770.00
Ruth DeSousa	0.20	365.00	73.00
Victoria Bazak	17.80	375.00	6,675.00
Total Summary	91.20		\$49,097.00

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THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.
R119427177RT0001

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Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
03/31/25	386830	3,814.32
05/21/25	389482	47,463.11
Outstanding AR Summary		<u>51,277.43</u>

PAYMENT REMITTANCE FORM

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WeirFoulds LLP accepts payment by EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.

1. *Preferred Method* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to
accountingstaff@weirfoulds.com.

Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: Wells Fargo Bank (FKA Wachovia Bank)
Bank Address: 11 Penn Plaza 4th Fl New York, NY 10001 US
ABA: 026005092
Swift: PNBPUS3NNYC
S.W.I.F.T BIC Code: PNBPUS3NNYC
AND - Fedwire ABA: 026005092
OR - CHIPS UID: 0509

2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to
accountingstaff@weirfoulds.com.

3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

4. E-Transfer

Please send e-transfers to accountingstaff@weirfoulds.com with invoice / matter number(s) to allocate payment to your account.

5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

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May 30, 2025
Invoice 390020
Page 1

TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00001 Court-Appointed Receiver Over the Property of Harry Sherman Crow Housing CO-Operative Inc

For Professional Services through May 31, 2025

FEES	\$20,926.50
DISBURSEMENTS (Taxable)	None
DISBURSEMENTS (Non Taxable)	\$339.00
HST	\$2,720.45
TOTAL FOR THIS INVOICE (CAD)	<hr/> \$23,985.95

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May 30, 2025
 Invoice 390020
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Below is a description of the services rendered through May 31, 2025 with respect to our File No. 25084.00001

Fee Detail

Date	Description	Name	Hours	Rate	Fees
01/05/25	Review of emails regarding motion record and redactions; attend on call with P. Cho; attend to relevant redactions; review of Notice of Motion and draft Order and update same; emails with Receiver; assist with finalizing motion record.	Bobbie-Jo Brinkman	2.30	300.00	690.00
02/05/25	Emails with assistant regarding filing materials with the Court.	Bobbie-Jo Brinkman	0.10	300.00	30.00
21/05/25	Emails with K. Ivory regarding required documentation; instructions to assistant to provide same.	Bobbie-Jo Brinkman	0.10	300.00	30.00
21/05/25	Review motion materials; communicate with P. Cho re same; attend meeting with client and P. Cho re potential cross-examination; communications with court reporter; instruct B.J. Brinkman re notice of cross-examination; prepare for cross-examination;	Kelsey Ivory	3.30	530.00	1,749.00
21/05/25	Meeting with K. Ivory regarding cross-examination of R. Kerr; meeting with B. Tannenbaum and A. Dhanani regarding same;	Philip Cho	0.70	775.00	542.50
21/05/25	Review reply document served by Betty's Law; review affidavit of R. Kerr regarding potential cross-examination; email correspondence with C. Betty regarding cross-examination scheduling	Philip Cho	0.60	775.00	465.00
22/05/25	Review of email from K. Ivory regarding cross-examination; instructions to L. Wynne regarding preparing notice of cross-examination; review of draft notice of cross-examination; review of email regarding reaching out to Network Reporting; attend on call with Network Reporting; emails with	Bobbie-Jo Brinkman	0.70	300.00	210.00

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May 30, 2025
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Page 3**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	Network Reporting; emails with team; updating Notice of Examination.				
22/05/25	Review correspondence re cross-examination; send correspondence re same; review and edit notice of cross-examination; review caselaw re argument for Betty's fees and provide comments re same to P. Cho;	Kelsey Ivory	0.70	530.00	371.00
22/05/25	Preparation for cross-examinations; analysis of law on residual board powers post-receivership and entitlement to fees	Philip Cho	1.50	775.00	1,162.50
22/05/25	Email correspondence with C. Betty regarding cross-examination schedule and "reply submission"	Philip Cho	0.30	775.00	232.50
23/05/25	Review of email from K. Ivory regarding notice of examination; email to A. Jameer providing instructions to serve.	Bobbie-Jo Brinkman	0.10	300.00	30.00
23/05/25	Continue preparation for cross-examinations	Philip Cho	0.60	775.00	465.00
25/05/25	Preparation for Cross-examination of R. Kerr	Philip Cho	2.50	775.00	1,937.50
26/05/25	Various emails regarding cross-examinations; emails with Networking regarding cancelling examinations; brief review of Factum.	Bobbie-Jo Brinkman	0.40	300.00	120.00
26/05/25	Review correspondence re cross-examination; review Betty Law's factum; correspondence with P. Cho re factum for receiver;	Kelsey Ivory	0.40	530.00	212.00
26/05/25	Email correspondence with C. Betty regarding cross-examinations and cancellation	Philip Cho	0.30	775.00	232.50
27/05/25	Review of email from K. Ivory regarding Factum and respond to same.	Bobbie-Jo Brinkman	0.10	300.00	30.00

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May 30, 2025
Invoice 390020
Page 4**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
27/05/25	Review correspondence re cross-examination; draft factum; conduct research for same; correspond with P. Cho;	Kelsey Ivory	2.70	530.00	1,431.00
27/05/25	Review, revise and draft factum in response to motion for fees	Philip Cho	2.50	775.00	1,937.50
28/05/25	Review of emails regarding Factum; attend on call with K. Ivory; attend to updating Factum; further emails with team; finalize Factum and serve same; email to team regarding Costs Outline.	Bobbie-Jo Brinkman	1.60	300.00	480.00
28/05/25	Draft factum; conduct research for same; communicate with P. Cho regarding factum; edit factum;	Kelsey Ivory	2.40	530.00	1,272.00
28/05/25	Continue drafting factum; review and revise same	Philip Cho	3.00	775.00	2,325.00
29/05/25	Instructions to assistant to file Factum with Court; attend to hyperlinking Factum; attend to preparing Costs Outline; emails with team; review of Reply Factum; review of City of Toronto's Factum; further emails with team.	Bobbie-Jo Brinkman	1.90	300.00	570.00
29/05/25	Review Betty's Law reply factum; correspondence re same and re motion;	Kelsey Ivory	0.50	530.00	265.00
29/05/25	Preparation for motion by Board for fees	Philip Cho	2.00	775.00	1,550.00
29/05/25	Receipt and review City of Toronto's factum; preparation for hearing	Philip Cho	0.70	775.00	542.50
30/05/25	Review of email from P. Cho and attend to finalizing Costs Outline; email to team providing final version of Costs Outline; further emails with team	Bobbie-Jo Brinkman	0.60	300.00	180.00

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May 30, 2025
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Page 5**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	regarding Costs Outline; review of email from P. Cho and Receiver and attend to updating Factum; finalizing updates to Factum and uploading same to Case Center; review of email regarding Judge reserving at motion.				
30/05/25	Attend debrief re motion; memo to file;	Kelsey Ivory	0.30	530.00	159.00
30/05/25	Attend motion before Kimmel J. regarding Board's request for fees	Philip Cho	2.20	775.00	1,705.00
Total Fees for Professional Services					\$20,926.50
HST					\$2,720.45
Total Fees including HST.....					<u><u>\$23,646.95</u></u>

Disbursements

Non-taxable Disbursements

Court Fees	339.00	
Total Non-taxable Disbursements	339.00	
Total Disbursements		\$339.00
HST		\$0.00
Total Disbursements and HST for this Invoice.....		<u><u>\$339.00</u></u>

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Totals For This Matter

Total Fees Including HST.....	\$23,646.95
Total Disbursements Including HST.....	\$339.00
Total Fees and Disbursements Including HST.....	\$23,985.95
Total Due For This Matter	\$23,985.95

Summary

Name	Hours	Rate	Fees
Bobbie-Jo Brinkman	7.90	300.00	2,370.00
Kelsey Ivory	10.30	530.00	5,459.00
Philip Cho	16.90	775.00	13,097.50
Total Summary	35.10		\$20,926.50

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May 30, 2025
Invoice 390020
Page 7

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.
R119427177RT0001

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May 30, 2025
Invoice 390020
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Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
03/31/25	386830	3,814.32
05/21/25	389482	47,463.11
05/30/25	390020	23,985.95
Outstanding AR Summary		75,263.38

PAYMENT REMITTANCE FORM

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1. *Preferred Method* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to
accountingstaff@weirfoulds.com.

Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: Wells Fargo Bank (FKA Wachovia Bank)
Bank Address: 11 Penn Plaza 4th Fl New York, NY 10001 US
ABA: 026005092
Swift: PNBPUS3NNYC
S.W.I.F.T BIC Code: PNBPUS3NNYC
AND - Fedwire ABA: 026005092
OR - CHIPS UID: 0509

2. Direct Deposit

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4. E-Transfer

Please send e-transfers to accountingstaff@weirfoulds.com with invoice / matter number(s) to allocate payment to your account.

5. Cheque

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July 4, 2025
Invoice 391638
Page 1

TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00001 Court-Appointed Receiver Over the Property of Harry Sherman Crow Housing CO-Operative Inc

For Professional Services through June 30, 2025

FEES	\$40,885.00
LESS DISCOUNT	-5,266.25
NET FEES	\$35,618.75
DISBURSEMENTS (Taxable)	\$281.50
DISBURSEMENTS (Non Taxable)	None
HST	\$4,667.03
TOTAL FOR THIS INVOICE (CAD)	\$40,567.28

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July 4, 2025
Invoice 391638
Page 2

Below is a description of the services rendered through June 30, 2025 with respect to our File No. 25084.00001

Fee Detail

Date	Description	Name	Hours	Rate	Fees
03/06/25	Review of Endorsement as rendered by the Court; emails with team regarding same.	Bobbie-Jo Brinkman	0.20	300.00	60.00
03/06/25	Receipt and review endorsement of Kimmel J.	Philip Cho	0.50	775.00	387.50
03/06/25	Email correspondence with K. Ivory regarding preparing materials for Receiver's motion	Philip Cho	0.30	775.00	232.50
04/06/25	Review of email from P. Cho; attend to serving Endorsement on Service List; review of email regarding Reply, Cross-Examinations and Factum and respond to same; instructions to book cross-examinations; emails with Network Reporting; further emails with Network Reporting and team; instructions regarding Notice of Examination and review same.	Bobbie-Jo Brinkman	0.60	300.00	180.00
04/06/25	Review endorsement; correspondence re next steps;	Kelsey Ivory	0.40	530.00	212.00
04/06/25	Email correspondence with client regarding Kimmel J.'s order; email correspondence with C. Betty regarding cross-examinations	Philip Cho	0.20	775.00	155.00
05/06/25	Email to Network Reporting regarding change in time for examinations; emails with team regarding same, and notice of examination.	Bobbie-Jo Brinkman	0.10	300.00	30.00
05/06/25	Consider articles and case law concerning a co-operative social housing project (located on York University campus).	Jillian Nield	0.30	275.00	82.50
05/06/25	Meeting with K. Ivory and J. Nield regarding background and instructions to assist with factum and research	Philip Cho	0.70	775.00	542.50

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July 4, 2025
Invoice 391638
Page 3**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
05/06/25	Email correspondence with J. Nield regarding directions for factum drafting	Philip Cho	0.30	775.00	232.50
06/06/25	Review of email from opposing counsel; review of Responding Motion Record.	Bobbie-Jo Brinkman	0.10	300.00	30.00
06/06/25	Consider documents and case law concerning a co-operative social housing project (located on York University campus); research cases where the fees of the court officer or their counsel have been challenged.	Jillian Nield	4.20	275.00	1,155.00
06/06/25	Review responding record of Board	Philip Cho	0.30	775.00	232.50
07/06/25	Consider documents and case law concerning a co-operative social housing project (located on York University campus); research cases where the fees of the court officer or their counsel have been challenged.	Jillian Nield	2.90	275.00	797.50
08/06/25	Email to P. Cho regarding cross-examination.	Bobbie-Jo Brinkman	0.10	300.00	30.00
09/06/25	Review of email from P. Cho regarding cross-examination and respond to same.	Bobbie-Jo Brinkman	0.10	300.00	30.00
09/06/25	Consider documents and case law concerning a co-operative social housing project (located on York University campus); research cases where the fees of the court officer or their counsel have been challenged; draft factum.	Jillian Nield	1.30	275.00	357.50
09/06/25	Review affidavit of R. Kerr; correspond with P. Cho re same;	Kelsey Ivory	0.40	530.00	212.00
10/06/25	Email to team regarding upcoming court ordered Report; review of email from client; review of emails from P.	Bobbie-Jo Brinkman	0.20	300.00	60.00

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July 4, 2025
Invoice 391638
Page 4**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	Cho.				
10/06/25	Consider documents and case law concerning a co-operative social housing project (located on York University campus); research cases where the fees of the court officer or their counsel have been challenged; draft factum.	Jillian Nield	1.90	275.00	522.50
10/06/25	Review Affidavit of R. Kerr and critical review of 311 incident report summary; email correspondence with A. Dhanani regarding same	Philip Cho	0.70	775.00	542.50
11/06/25	Review of email regarding Third Supplemental Report; review of email from client; instructions to A. Jameer to prepared Supplemental Motion Record; review of Supplemental Motion Record and provide comments; emails with opposing counsel regarding cross-examinations; emails with team; review of Lawyer's Certificates.	Bobbie-Jo Brinkman	0.40	300.00	120.00
11/06/25	Review and revise Third Supplement to Second Report	Philip Cho	1.20	775.00	930.00
12/06/25	Review of email from P. Cho; review of email from Receiver; emails with Networking Reporting cancelling cross-examination; email to team;	Bobbie-Jo Brinkman	0.20	300.00	60.00
12/06/25	Consider documents and case law concerning a co-operative social housing project (located on York University campus); research cases where the fees of the court officer or their counsel have been challenged; draft factum.	Jillian Nield	2.10	275.00	577.50
12/06/25	Email correspondence with A. Dhanani regarding status of COCHI extension and cross-examination of R. Kerr	Philip Cho	0.20	775.00	155.00

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July 4, 2025
Invoice 391638
Page 5**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
13/06/25	Review email and notice of cross-examination and respond to same; email to P. Cho flagging documents to be relied upon at cross-examination.	Bobbie-Jo Brinkman	0.10	300.00	30.00
13/06/25	Meet with K. Ivory regarding social housing project; consider documents and case law concerning a co-operative social housing project (located on York University campus); research cases where the fees of the court officer or their counsel have been challenged; draft factum.	Jillian Nield	5.60	275.00	1,540.00
13/06/25	Instruct summer student re factum; review and edit factum; review caselaw re cross-examination on fee affidavit; correspond with P. Cho;	Kelsey Ivory	2.70	530.00	1,431.00
15/06/25	Research cases where the fees of the court officer or their counsel have been challenged; edit factum after receiving comments from K. Ivory.	Jillian Nield	4.40	275.00	1,210.00
15/06/25	Attend call with P. Cho re cross-examination; review materials re same; correspondence re factum;	Kelsey Ivory	0.50	530.00	265.00
16/06/25	Review of Case Center; instructions to A. Jameer to hyperlink and upload Reply Motion Record to Case Center; review of email from opposing counsel; email to team; email to counsel; review of emails from counsel; emails with team regarding latest emails from opposing counsel; review of emails regarding cross-examination and provide relevant documentation; review of file for upcoming motion; emails with P. Cho regarding motion materials.	Bobbie-Jo Brinkman	0.50	300.00	150.00
16/06/25	Read over factum; send it to P. Cho and K. Ivory; edit factum after receiving comments from K. Ivory.	Jillian Nield	2.60	275.00	715.00

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July 4, 2025
Invoice 391638
Page 6**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
16/06/25	Instruct V. Bazak; prepare for and attend cross examination; attend debrief with P. Cho; memo to file; review and edit factum; correspond with summer student re same; review correspondence from C. Betty re removing P. Cho as solicitor of record;	Kelsey Ivory	3.40	530.00	1,802.00
16/06/25	Review affidavit and preparation for cross-examination	Philip Cho	0.30	775.00	232.50
16/06/25	Attend cross-examination on affidavit; meeting with K. Ivory regarding same and factum	Philip Cho	1.70	775.00	1,317.50
16/06/25	Compile by-laws and policies in response to the Court's request for documents; email correspondence to K. Ivory and P. Cho with respect to same.	Victoria Bazak	0.70	375.00	262.50
17/06/25	Updating Case Center as per emails with P. Cho; email to Service List regarding upcoming motion; email from and to solicitor for City of Toronto; instructions to A. Jameer to prepare Participant Information Form; review of email from K. Ivory; attend to reviewing Factum; attend to preparing Schedules A and B; attend on call with Victory Verbatim regarding transcript evidence; email to K. Ivory; emails regarding Factum and Case Center; review of Case Center and email to P. Cho; review of final Factum and update same; serve Factum; instructions to A. Jameer to file Factum and Case Center.	Bobbie-Jo Brinkman	1.00	300.00	300.00
17/06/25	Review factum for social housing project; attend Zoom call with P. Cho and the client; make changes to factum after discussing with P. Cho.	Jillian Nield	5.30	275.00	1,457.50
17/06/25	Review and edit factum; correspond with P. Cho, B.J. Brinkman, A. Jameer	Kelsey Ivory	0.30	530.00	159.00

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July 4, 2025
Invoice 391638
Page 7**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	and J. Nield;				
17/06/25	Email correspondence with C. Betty regarding cross-examination transcripts and allegation of misconduct on Receiver regarding allegations naming board members; email correspondence with A. Dhanani regarding same; review documents posted at property	Philip Cho	0.40	775.00	310.00
17/06/25	Meeting with client regarding Board's cross-examination, posting of documents in building and status of issues for motion	Philip Cho	0.50	775.00	387.50
17/06/25	Review and revise Fourth Supplemental Report	Philip Cho	0.30	775.00	232.50
17/06/25	Review and revise factum	Philip Cho	4.00	775.00	3,100.00
17/06/25	Reviewing correspondence from C. Betty; meeting with P. Cho to discuss the fee affidavit; meeting with the receiver to discuss the motion.	Wojtek Jaskiewicz	1.00	745.00	745.00
18/06/25	Updating Court documentation and uploading same to Case Center; review of transcript; review of email regarding Supplemental Report; review of email from P. Cho; updating Case Center document; hyperlinking Responding Motion Record and uploading same to Case Center; email from P. Cho; attend to adding hyperlinks to Case Center document and circulating same; further emails with team; instructions to assistant to prepare administrative components for Fourth Supplemental; review of emails regarding Fourth Supplemental; review of Lawyer's Certificate; adding additional hyperlinks to Fourth Supplemental; uploading Fourth Supplemental to Case Center; updating Case Center document; email to P. Cho; updating Participant	Bobbie-Jo Brinkman	2.90	300.00	870.00

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July 4, 2025
Invoice 391638
Page 8**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	Information Form and circulating same to P. Cho; hyperlinking Factum to materials in Case Center; uploading Factum to Case Center and testing hyperlinks; email to team regarding Factum and outstanding steps for motion.				
18/06/25	Receipt of transcript of P. Cho cross and correspondence re same;	Kelsey Ivory	0.20	530.00	106.00
18/06/25	Preparation for motion	Philip Cho	0.50	775.00	387.50
19/06/25	Review of Case Center; attend to updating draft Order; email to P. Cho; further communications with P. Cho; attend to preparing relevant blackline; uploading updated Order and Blackline to Case Center.	Bobbie-Jo Brinkman	0.50	300.00	150.00
19/06/25	Research case law regarding a court appointed receiver.	Jillian Nield	1.30	275.00	357.50
19/06/25	Review Board's factum; meeting with summer student regarding FAQ preparation	Philip Cho	0.80	775.00	620.00
19/06/25	Review and revise updated draft order; email correspondence with A. Dhanani regarding letter from resident	Philip Cho	0.30	775.00	232.50
19/06/25	Preparing submissions for motion	Philip Cho	3.00	775.00	2,325.00
19/06/25	Reviewing the cross examination transcript of P. Cho, the receiver's factum, and the responding party's factum; preparing submissions for the order approving fees.	Wojtek Jaskiewicz	2.60	745.00	1,937.00
20/06/25	Meet with P. Cho for motion prep; attend motion for social housing project and take detailed notes; meet with P. Cho to debrief after motion.	Jillian Nield	5.10	275.00	1,402.50

July 4, 2025
 Invoice 391638
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Fee Detail

Date	Description	Name	Hours	Rate	Fees
20/06/25	Attend motion for approval of Second Report and RFEIQ Process	Philip Cho	3.50	775.00	2,712.50
20/06/25	Meeting with W. Jaskiewicz, A. Dhanani and B. Tannenbaum regarding debrief on hearing	Philip Cho	0.50	775.00	387.50
20/06/25	Meeting with A. Dhanani, W. Jaskiewicz regarding preparation for hearing	Philip Cho	0.50	775.00	387.50
20/06/25	Telephone call with M. Siboni regarding his discussion with C. Betty	Philip Cho	0.20	775.00	155.00
20/06/25	Meeting with P. Cho and A. Dhanani to discuss the motion; attending at the motion to approve the second report and fees; meeting with client re the motion.	Wojtek Jaskiewicz	4.80	745.00	3,576.00
23/06/25	Draft a Q&A sheet; send to P. Cho.	Jillian Nield	1.30	275.00	357.50
27/06/25	Review of email from counsel regarding amounts potentially owned; email to K. Ivory and client; emails with team regarding same.	Bobbie-Jo Brinkman	0.10	300.00	30.00
27/06/25	Email correspondence with A. Dhanani regarding complaints from former board members regarding food bank program	Philip Cho	0.30	775.00	232.50
27/06/25	Reviewing documents relating to food delivery program; draft proposed response to allegations made by board members regarding same	Philip Cho	1.00	775.00	775.00
30/06/25	Review endorsement of Kimmel J.; email correspondence with J. Nield regarding revising RFEIQ Process	Philip Cho	0.40	775.00	310.00
Total Fees for Professional Services					\$40,885.00
Less Discount					-5,266.25

INVOICE

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July 4, 2025
Invoice 391638
Page 10

Net Fees	\$35,618.75
HST	\$4,630.43
Total Fees including HST.....	\$40,249.18

Disbursements

Taxable Disbursements

Reports	281.50
Total Taxable Disbursements	281.50
Total Disbursements	\$281.50
HST	\$36.60
Total Disbursements and HST for this Invoice.....	\$318.10

Totals For This Matter

Total Fees Including HST.....	\$40,249.18
Total Disbursements Including HST.....	\$318.10
Total Fees and Disbursements Including HST.....	\$40,567.28
Total Due For This Matter	\$40,567.28

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July 4, 2025
Invoice 391638
Page 11

Summary

Name	Hours	Rate	Fees
Bobbie-Jo Brinkman	7.10	300.00	2,130.00
Jillian Nield	38.30	275.00	10,532.50
Kelsey Ivory	7.90	530.00	4,187.00
Philip Cho	22.60	775.00	17,515.00
Victoria Bazak	0.70	375.00	262.50
Wojtek Jaskiewicz	8.40	745.00	6,258.00
Total Summary	85.00		\$40,885.00

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July 4, 2025
Invoice 391638
Page 12

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Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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July 4, 2025
Invoice 391638
Page 13

Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
05/21/25	389482	47,463.11
05/30/25	390020	23,985.95
07/04/25	391638	40,567.28
Outstanding AR Summary		112,016.34

PAYMENT REMITTANCE FORM

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Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: Wells Fargo Bank (FKA Wachovia Bank)
Bank Address: 11 Penn Plaza 4th Fl New York, NY 10001 US
ABA: 026005092
Swift: PNBPUS3NNYC
S.W.I.F.T BIC Code: PNBPUS3NNYC
AND - Fedwire ABA: 026005092
OR - CHIPS UID: 0509

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5. Cheque

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66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

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August 7, 2025
Invoice 393221
Page 1

TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00001 Court-Appointed Receiver Over the Property of Harry Sherman Crow Housing CO-Operative Inc

For Professional Services through July 31, 2025

FEES	\$12,120.50
LESS DISCOUNT	-2,956.25
NET FEES	\$9,164.25
DISBURSEMENTS (Taxable)	None
DISBURSEMENTS (Non Taxable)	None
HST	\$1,191.35
TOTAL FOR THIS INVOICE (CAD)	\$10,355.60

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August 7, 2025
Invoice 393221
Page 2

Below is a description of the services rendered through July 31, 2025 with respect to our File No. 25084.00001

Fee Detail

Date	Description	Name	Hours	Rate	Fees
01/07/25	Revise the RFEIQ Process in accordance with Justice Kimmel's endorsement.	Jillian Nield	2.50	275.00	687.50
01/07/25	Review and revise Schedule A to RFEIQ Process Order as directed by Kimmel J.	Philip Cho	0.50	775.00	387.50
02/07/25	Email correspondence with A. Dhanani regarding amendments to RFEIQ process as per directions by Kimmel J; revise draft order and RFEIQ Process	Philip Cho	0.50	775.00	387.50
04/07/25	Email correspondence with A. Dhanani regarding meeting with City of Toronto; review and revise draft FAQ; email correspondence with A. Dhanani regarding same	Philip Cho	0.80	775.00	620.00
09/07/25	Meeting with J. Nield regarding preparing FAQ document	Philip Cho	0.30	775.00	232.50
10/07/25	Draft answers to FAQ.	Jillian Nield	1.10	275.00	302.50
12/07/25	Draft answers to FAQ.	Jillian Nield	5.60	275.00	1,540.00
14/07/25	Attend call with the team to discuss next steps.	Jillian Nield	0.80	275.00	220.00
14/07/25	Prepare for and attend call with TDB and City; memo to file;	Kelsey Ivory	0.60	530.00	318.00
14/07/25	Review and revise draft FAQ; email correspondence with City and Receiver regarding same	Philip Cho	1.10	775.00	852.50
14/07/25	Meeting with representatives of the City of Toronto and the Receiver to discuss implementation of RFEIQ Process	Philip Cho	0.50	775.00	387.50
16/07/25	Revise answers to the FAQ; meeting with P. Cho and representatives from Co-operative Housing Federation of	Jillian Nield	3.50	275.00	962.50

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August 7, 2025
Invoice 393221
Page 3**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
Toronto.					
16/07/25	Review and revise draft FAQ	Philip Cho	0.40	775.00	310.00
16/07/25	Meeting with CHFT representatives and the Receiver; telephone call with A. Dhanani regarding same	Philip Cho	0.70	775.00	542.50
16/07/25	Email correspondence with A. Dhanani regarding CHFT contact person; Email correspondence with E. Ramirez regarding meeting to discuss CHFT participation	Philip Cho	0.20	775.00	155.00
17/07/25	Revise FAQ; meet with P. Cho to discuss FAQ.	Jillian Nield	1.80	275.00	495.00
17/07/25	Review revisions to FAQ; meeting with J. Nield regarding same	Philip Cho	0.30	775.00	232.50
17/07/25	Email correspondence with CHFT regarding draft FAQ and contact information for CHFC	Philip Cho	0.20	775.00	155.00
20/07/25	Review and revise draft FAQ	Philip Cho	0.80	775.00	620.00
21/07/25	Look over P. Cho's changes to the FAQ; draft email to Dawn Richardson at Co-operative Housing Federation of Canada; revise FAQ.	Jillian Nield	1.50	275.00	412.50
21/07/25	Review proposed revisions to FAQ from City; email correspondence with A. Dhanani regarding same	Philip Cho	0.30	775.00	232.50
22/07/25	Revise FAQ.	Jillian Nield	1.00	275.00	275.00
23/07/25	Review and revise draft FAQ	Philip Cho	1.00	775.00	775.00
24/07/25	Revise FAQ.	Jillian Nield	1.90	275.00	522.50
25/07/25	Revise the FAQ.	Jillian Nield	1.80	275.00	495.00

INVOICE

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August 7, 2025
Invoice 393221
Page 4

Total Fees for Professional Services	\$12,120.50
Less Discount	-2,956.25
Net Fees	\$9,164.25
HST	\$1,191.35
Total Fees including HST.....	<u><u>\$10,355.60</u></u>

Totals For This Matter

Total Fees Including HST.....	\$10,355.60
Total Disbursements Including HST.....	\$0.00
Total Fees and Disbursements Including HST.....	<u><u>\$10,355.60</u></u>
Total Due For This Matter	<u><u>\$10,355.60</u></u>

Summary

Name	Hours	Rate	Fees
Jillian Nield	21.50	275.00	5,912.50
Kelsey Ivory	0.60	530.00	318.00
Philip Cho	7.60	775.00	5,890.00
Total Summary	29.70		\$12,120.50

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August 7, 2025
Invoice 393221
Page 5

THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.
R119427177RT0001

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August 7, 2025
Invoice 393221
Page 6

Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
07/04/25	391638	40,567.28
08/07/25	393221	10,355.60
Outstanding AR Summary		<u>50,922.88</u>

PAYMENT REMITTANCE FORM

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1. *Preferred Method* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to
accountingstaff@weirfoulds.com.

Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: Wells Fargo Bank (FKA Wachovia Bank)
Bank Address: 11 Penn Plaza 4th Fl New York, NY 10001 US
ABA: 026005092
Swift: PNBPUS3NNYC
S.W.I.F.T BIC Code: PNBPUS3NNYC
AND - Fedwire ABA: 026005092
OR - CHIPS UID: 0509

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Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to
accountingstaff@weirfoulds.com.

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Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

4. E-Transfer

Please send e-transfers to accountingstaff@weirfoulds.com with invoice / matter number(s) to allocate payment to your account.

5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

INVOICE

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August 31, 2025
Invoice 394655
Page 1

TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00001 Court-Appointed Receiver Over the Property of Harry Sherman Crow Housing CO-Operative Inc

For Professional Services through August 28, 2025

FEES	\$33,453.00
LESS DISCOUNT	-3,002.76
NET FEES	\$30,450.24
DISBURSEMENTS (Taxable)	\$383.14
DISBURSEMENTS (Non Taxable)	None
HST	\$4,008.34
TOTAL FOR THIS INVOICE (CAD)	\$34,841.72

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August 31, 2025
 Invoice 394655
 Page 2

Below is a description of the services rendered through August 28, 2025 with respect to our File No. 25084.00001

Fee Detail

Date	Description	Name	Hours	Rate	Fees
21/07/25	Communicate with J. Nield; correspond with CHFC;	Kelsey Ivory	0.20	530.00	106.00
23/07/25	Communications with J. Nield; correspondence with CHFT and P. Cho;	Kelsey Ivory	0.40	530.00	212.00
24/07/25	Correspondence and communications with A. Dhanani, J. Neild, and City re FAQ; instruct D. Hurst and J. Neild re same; correspondence with V. Bazak re by-laws;	Kelsey Ivory	1.40	530.00	742.00
25/07/25	Correspondence with stakeholders and A. Dhanani re FAQ; communications with J. Neild; correspondence with P. Cho re same;	Kelsey Ivory	1.60	530.00	848.00
05/08/25	Attend meeting to discuss next steps with the team.	Jillian Nield	1.20	275.00	330.00
05/08/25	Review Justice Kimmel's endorsements; review correspondence with York University and TDB; attend meeting with A. Dhanani, P. Cho, City; memo to file;	Kelsey Ivory	1.30	530.00	689.00
05/08/25	Email correspondence with M. Siboni regarding Board's request for payment	Philip Cho	0.20	775.00	155.00
05/08/25	Meeting with Receiver/City re: Town Hall	Philip Cho	1.00	775.00	775.00
05/08/25	Review decisions of Justice Kimmel regarding costs; email correspondence with A. Dhanani regarding proposed response to C. Betty	Philip Cho	0.30	775.00	232.50
06/08/25	Review correspondence from A. Dhanani; draft correspondence to CHFT; correspond with P. Cho; correspond with CHFT and CHFC and review responses from same;	Kelsey Ivory	0.40	530.00	212.00

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August 31, 2025
Invoice 394655
Page 3**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
06/08/25	Email correspondence with C. Betty regarding request for payment of invoice	Philip Cho	0.20	775.00	155.00
07/08/25	Receive file from J. Neile; review TDB court materials: Appellant factum (December 2022) and J. Kimmel Order (July 2025); review EIQ draft.	Alexandra Noppers	1.60	315.00	504.00
07/08/25	Draft EIQ Form.	Jillian Nield	1.00	275.00	275.00
08/08/25	Attend meeting with P. Cho and J. Niele to discuss developments in casefile; review CHFT policies and incorporate into materials for Townhall; draft EIQ document for distribution.	Alexandra Noppers	1.80	315.00	567.00
08/08/25	Draft EIQ Form; meet with P. Cho to discuss file.	Jillian Nield	1.50	275.00	412.50
08/08/25	Meeting with J. Nield and A Noppers regarding EIQ Form	Philip Cho	0.40	775.00	310.00
08/08/25	Email correspondence with A. Dhanani regarding Town Hall meeting; email correspondence with R. Silva regarding same	Philip Cho	0.30	775.00	232.50
08/08/25	Prepare draft agenda	Philip Cho	0.50	775.00	387.50
10/08/25	Draft EIQ and Co-op Board of Directors Information Sheet.	Alexandra Noppers	2.40	315.00	756.00
11/08/25	Finalize EIQ and Co-op Board of Directors Information Sheet; consult with P. Cho and K. Ivory.	Alexandra Noppers	1.40	315.00	441.00
11/08/25	Review of email from K. Ivory regarding Order; review of file and email to K. Ivory and A. Jameer regarding same.	Bobbie-Jo Brinkman	0.20	300.00	60.00
11/08/25	Review agenda and edit same; review EIQ form and CHFC model by-laws and edit EIQ form; correspondence with P. Cho and A. Loppers re same;	Kelsey Ivory	1.20	530.00	636.00

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August 31, 2025
Invoice 394655
Page 4**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
11/08/25	Review and revise draft EIQ Form and draft Agenda; email correspondence with K. Ivory and A. Noppers regarding same; email correspondence with stakeholders on input to EIQ Form and draft Agenda; email correspondence with S. Lama regarding same	Philip Cho	0.80	775.00	620.00
12/08/25	Attend meeting with P. Cho and York University to discuss upcoming Town Hall.	Alexandra Noppers	0.30	315.00	94.50
12/08/25	Communications with P. Cho re town hall;	Kelsey Ivory	0.10	530.00	53.00
12/08/25	Email correspondence with A. Dhanani regarding noticing of Town Hall meeting; telephone call with A. Dhanani regarding same; telephone call with A. Bell regarding venue for Town Hall; meeting with A. Noppers regarding Town Hall meeting; meeting with K. Ivory regarding chairing of meeting; email correspondence with Y. Mazurak regarding participation of York U; revise Agenda	Philip Cho	1.20	775.00	930.00
13/08/25	Review correspondence re town hall and agenda; review correspondence re preparation for same; respond to same; correspond with stakeholders re scheduling meeting to prepare for town hall;	Kelsey Ivory	0.40	530.00	212.00
14/08/25	Attend meeting "Preparation for HSC Town Hall".	Alexandra Noppers	0.80	315.00	252.00
14/08/25	Review correspondence re scheduling meeting with York; correspondence re same; review and edit town hall agenda and notes for presenters; circulate same;	Kelsey Ivory	0.60	530.00	318.00

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August 31, 2025
Invoice 394655
Page 5**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
14/08/25	Preparation for meeting to discuss Town Hall and agenda; meeting with A. Dhanani, City of Toronto and CHFT representatives to discuss same; review and revise agenda outline	Philip Cho	1.50	775.00	1,162.50
15/08/25	Attend Teams meeting with P. Cho and K. Ivory to prepare for upcoming Town Hall; discuss Co-op receivership process with York University representatives; call K. Ivory to discuss meeting logistics and request other articling student assistance.	Alexandra Noppers	0.70	315.00	220.50
15/08/25	Attend call with A. Bell, P. Cho and A. Dhanani; memo to file; attend call with York, A. Dhanani, and P. Cho; memo to file; prepare for town hall and correspondence re same; review correspondence from co-op Board; correspond with A. Dhanani re same; draft response to Board and circulate same; instruct articling students re town hall; communications with P. Cho;	Kelsey Ivory	3.40	530.00	1,802.00
15/08/25	Meeting with A. Bell, K. Ivory and A. Dhanani regarding Town Hall set up and logistics; meeting with A. Dhanani, K. Ivory, A. Noppers, and York U representatives regarding Town Hall and anticipated plan for Co-op	Philip Cho	1.00	775.00	775.00
15/08/25	Review email correspondence from certain members of co-op regarding Town Hall; review and revise draft response to members; email correspondence with K. Ivory and A. Dhanani regarding same	Philip Cho	0.50	775.00	387.50
18/08/25	Review correspondence; communications with P. Cho re town hall;	Kelsey Ivory	0.30	530.00	159.00
18/08/25	Meeting with York U Community Relations team and Receiver; email	Philip Cho	0.80	775.00	620.00

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August 31, 2025
Invoice 394655
Page 6**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	correspondence with stakeholders regarding Town Hall meeting; revise EIQ Form				
18/08/25	Preparation for Town Hall meeting	Philip Cho	0.50	775.00	387.50
19/08/25	Prepare Town Hall documents; attend Harry Sherman Crowe Co-op Town Hall; debrief Town Hall with P. Cho & K. Ivory.	Alexandra Noppers	7.40	315.00	2,331.00
19/08/25	Attended town hall meeting with K. Ivory and P. Cho.	Imaan Hassanali	5.40	315.00	1,701.00
19/08/25	Prepare for and attend town hall;	Kelsey Ivory	3.60	530.00	1,908.00
19/08/25	Email correspondence with A. Dhanani regarding draft response to member regarding Town Hall	Philip Cho	0.20	775.00	155.00
19/08/25	Preparation for Town Hall; telephone call with A. Dhanani regarding same; meeting with articling students to discuss logistics for meeting	Philip Cho	1.50	775.00	1,162.50
19/08/25	Attendance and speaking at Town Hall Meeting	Philip Cho	5.50	775.00	4,262.50
19/08/25	Attend Harry Sherman Crowe Co-op Town Hall; debrief Town Hall with P. Cho and K. Ivory.	Samuel Maitman-Markowski	6.30	315.00	1,984.50
19/08/25	Attend Harry Sherman Crowe Co-op Town Hall; debrief Town Hall with P. Cho & K. Ivory.	Sophie Porter	6.80	315.00	2,142.00
26/08/25	Meeting with CFDI representatives and A. Dhanani	Philip Cho	1.00	775.00	775.00

Total Fees for Professional Services	\$33,453.00
Less Discount	-3,002.76

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August 31, 2025
Invoice 394655
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Net Fees	\$30,450.24
HST	\$3,958.53
Total Fees including HST.....	\$34,408.77

Disbursements

Taxable Disbursements

Prints Colour	250.00
Travel	133.14
Total Taxable Disbursements	383.14
Total Disbursements	\$383.14
HST	\$49.81
Total Disbursements and HST for this Invoice.....	\$432.95

Totals For This Matter

Total Fees Including HST.....	\$34,408.77
Total Disbursements Including HST.....	\$432.95
Total Fees and Disbursements Including HST.....	\$34,841.72
Total Due For This Matter	\$34,841.72

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August 31, 2025
Invoice 394655
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Summary

Name	Hours	Rate	Fees
Alexandra Noppers	16.40	315.00	5,166.00
Bobbie-Jo Brinkman	0.20	300.00	60.00
Imaan Hassanali	5.40	315.00	1,701.00
Jillian Nield	3.70	275.00	1,017.50
Kelsey Ivory	14.90	530.00	7,897.00
Philip Cho	17.40	775.00	13,485.00
Samuel Maitman-Markowski	6.30	315.00	1,984.50
Sophie Porter	6.80	315.00	2,142.00
Total Summary	71.10		\$33,453.00

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August 31, 2025
Invoice 394655
Page 9

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WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

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August 31, 2025
Invoice 394655
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Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
08/07/25	393221	10,355.60
08/31/25	394655	34,841.72
Outstanding AR Summary		<u>45,197.32</u>

PAYMENT REMITTANCE FORM

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accountingstaff@weirfoulds.com.

Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: Wells Fargo Bank (FKA Wachovia Bank)
Bank Address: 11 Penn Plaza 4th Fl New York, NY 10001 US
ABA: 026005092
Swift: PNBPUS3NNYC
S.W.I.F.T BIC Code: PNBPUS3NNYC
AND - Fedwire ABA: 026005092
OR - CHIPS UID: 0509

2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to
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4. E-Transfer

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5. Cheque

Please indicate the invoice / matter number(s) and mail to:

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66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

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November 10, 2025
Invoice 398262
Page 1

TDB Restructuring Limited
Attention: Mr. Tannenbaum
11 King Street West, Suite 700
Toronto, ON M5H4C7

Our Matter # 25084.00001 Court-Appointed Receiver Over the Property of Harry Sherman Crow Housing CO-Operative Inc

For Professional Services through October 31, 2025

FEES	\$16,078.50
DISBURSEMENTS (Taxable)	\$58.22
DISBURSEMENTS (Non Taxable)	None
HST	\$2,097.77
TOTAL FOR THIS INVOICE (CAD)	\$18,234.49

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November 10, 2025
Invoice 398262
Page 2

Below is a description of the services rendered through October 31, 2025 with respect to our File No. 25084.00001

Fee Detail

Date	Description	Name	Hours	Rate	Fees
31/08/25	Review video of Townhall meeting; compare with transcription; identify action items; prepare findings.	Alexandra Noppers	3.30	315.00	1,039.50
01/09/25	Review video of Townhall meeting; compare with transcription; identify action items; prepare findings.	Alexandra Noppers	2.00	315.00	630.00
02/09/25	Meet with A. Dhanani, P. Cho and K. Ivory; draft notice to Co-op members; draft community room access form.	Alexandra Noppers	0.80	315.00	252.00
02/09/25	Review correspondence; prepare for meeting; attend meeting with A. Dhanani, P. Cho and A. Noppers; memo to file;	Kelsey Ivory	0.70	530.00	371.00
02/09/25	Preparation for meeting with A. Dhanani; meeting with A. Dhanani, K. Ivory and A. Noppers regarding follow up actions from Town Hall meeting; meeting with K. Ivory and A. Noppers regarding same	Philip Cho	0.50	775.00	387.50
03/09/25	Finalize notice to Co-op members; finalize community room access form.	Alexandra Noppers	0.60	315.00	189.00
01/10/25	Meet with K. Ivory; review EIQ submissions.	Alexandra Noppers	0.20	315.00	63.00
01/10/25	Correspondence with P. Cho; correspondence with A. Dhanani; review EIQ submissions and townhall attendance sheets and summarize same;	Kelsey Ivory	0.90	530.00	477.00
02/10/25	Meet with P. Cho, K. Ivory and A. Dhanani to discuss EIQ submissions and upcoming court report; provide meeting transcript; review HSC by-laws.	Alexandra Noppers	1.30	315.00	409.50

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November 10, 2025
Invoice 398262
Page 3**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
02/10/25	Communications with P. Cho; communications with Court regarding court availability; review of email from Court; review of email to counsel.	Bobbie-Jo Brinkman	0.20	300.00	60.00
02/10/25	Prepare for and attend meeting with A. Dhanani, P. Cho; memo to file; review correspondence;	Kelsey Ivory	0.50	530.00	265.00
02/10/25	Meeting with A. Dhanani, K. Ivory and A. Noppers regarding EIQ forms and next steps; email correspondence with City of Toronto regarding meeting to discuss next steps; email correspondence with C. Betty and M. Siboni regarding scheduling hearing	Philip Cho	0.90	775.00	697.50
03/10/25	Consult with V. Bazak on HSC By-law review.	Alexandra Noppers	0.20	315.00	63.00
03/10/25	Review of emails from counsel regarding court time; prepare Chambers Appointment Request; emails with P. Cho; finalize Chambers Appointment Request and email same to Commercial List Office.	Bobbie-Jo Brinkman	0.60	300.00	180.00
06/10/25	Consult with V. Bazak about HSC by-laws; review by-law documents; prepare tabled analysis.	Alexandra Noppers	0.80	315.00	252.00
06/10/25	Meeting with A. Noppers re by-law review; review of file and compile by-laws.	Victoria Bazak	0.70	375.00	262.50
07/10/25	Review HSC by-law documents; prepare tabled analysis.	Alexandra Noppers	1.80	315.00	567.00
08/10/25	Review HSC by-law documents; prepare tabled analysis.	Alexandra Noppers	3.20	315.00	1,008.00
09/10/25	Review HSC by-law documents; prepare tabled analysis.	Alexandra Noppers	1.90	315.00	598.50

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November 10, 2025
Invoice 398262
Page 4**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
09/10/25	Email correspondence with A. Dhanani regarding Receiver's authority to admit members	Philip Cho	0.20	775.00	155.00
13/10/25	Review of by-laws and policies; review of summary prepared by A. Noppers and revise same.	Victoria Bazak	1.80	375.00	675.00
14/10/25	Prepare for and attend meeting with P. Cho, City of Toronto, A. Dhanani; memo to file; review correspondence re meeting with CHFT; correspond with P. Cho re report to court;	Kelsey Ivory	1.50	530.00	795.00
14/10/25	Meeting with Receiver and City of Toronto representatives regarding results of RFEIQ Process and next steps	Philip Cho	0.80	775.00	620.00
15/10/25	Communications with P. Cho; review file and prepare aide memoire for case conference; correspond with P. Cho re same; instruct A. Noppers;	Kelsey Ivory	0.70	530.00	371.00
16/10/25	Review of email from K. Ivory and Aide Memoire; email to A. Jameer to prepare service email and lawyer's certificate.	Bobbie-Jo Brinkman	0.10	300.00	30.00
16/10/25	Review of email from P. Cho; updating Aide Memoire; email to A. Jameer providing instructions to serve and file.	Bobbie-Jo Brinkman	0.10	300.00	30.00
20/10/25	Review Townhall footage; identify member concerns emphasizing C. Betty's lack of involvement; attend meeting with CHFT and City of Toronto regarding next steps in receivership process; provide meeting transcript.	Alexandra Noppers	3.60	315.00	1,134.00
20/10/25	Prepare for and attend meeting with City, TDB, and CHFT; memo to file; review correspondence re next steps;	Kelsey Ivory	0.70	530.00	371.00
20/10/25	Meeting with representatives of CHFT and City of Toronto and Receiver	Philip Cho	0.50	775.00	387.50

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November 10, 2025
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Page 5**Fee Detail**

Date	Description	Name	Hours	Rate	Fees
	regarding results of RFEIQ Process and proposed next steps				
21/10/25	Review of update regarding court attendance; email to A. Jameer to prepare shell Notice of Motion.	Bobbie-Jo Brinkman	0.10	300.00	30.00
21/10/25	Attend scheduling appointment before Justice Kimmel	Philip Cho	0.50	775.00	387.50
21/10/25	Email correspondence with A. Dhanani regarding outline for court report	Philip Cho	0.30	775.00	232.50
28/10/25	Prepare the first draft of the Court Report for HSC Co-op.	Alexandra Noppers	0.40	315.00	126.00
28/10/25	Review correspondence from P. Cho and respond to same; consider outline for report to the court; instructions to and communications with A. Noppers; correspond with A. Dhanani; correspond with York and review response from same; correspondence with P. Cho and A. Dhanani regarding York's correspondence; prepare agenda items for meeting with York; draft and send correspondence to York;	Kelsey Ivory	1.70	530.00	901.00
28/10/25	Email correspondence with K. Ivory regarding drafting report and setting up meeting with York U	Philip Cho	0.20	775.00	155.00
29/10/25	Review of emails regarding case conference.	Bobbie-Jo Brinkman	0.10	300.00	30.00
29/10/25	Communication with A. Noppers re next steps; review correspondence from A. Dhanani;	Kelsey Ivory	0.10	530.00	53.00
30/10/25	Prepare for meeting with York University re: CHFT hybrid land trust model; prepare court report on HSC Co-op receivership status.	Alexandra Noppers	0.70	315.00	220.50

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Fee Detail

Date	Description	Name	Hours	Rate	Fees
30/10/25	Review correspondence from York; instruct A. Noppers; review leases; correspond with A. Dhanani; review file; draft and send correspondence with CHFT; draft and send correspondence with York; review correspondence between P. Cho and Betty Law;	Kelsey Ivory	1.80	530.00	954.00
30/10/25	Email correspondence with K. Ivory and A. Dhanani regarding meeting with York U	Philip Cho	0.20	775.00	155.00
30/10/25	Receipt and review email correspondence from A. Dhanani regarding membership application request issue; email correspondence with V. Bazak and A. Noppers regarding research required; email correspondence with S. Case regarding same	Philip Cho	0.50	775.00	387.50
31/10/25	Correspond with P. Cho; communicate with A. Noppers;	Kelsey Ivory	0.20	530.00	106.00
Total Fees for Professional Services					\$16,078.50
HST					\$2,090.20
Total Fees including HST					\$18,168.70

Disbursements

Taxable Disbursements

Travel	58.22
Total Taxable Disbursements	58.22
Total Disbursements	\$58.22
HST	\$7.57

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Page 7**Disbursements**

Total Disbursements and HST for this Invoice.....	\$65.79
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Totals For This Matter

Total Fees Including HST.....	\$18,168.70
Total Disbursements Including HST.....	\$65.79
Total Fees and Disbursements Including HST.....	\$18,234.49
Total Due For This Matter	\$18,234.49

Summary

Name	Hours	Rate	Fees
Alexandra Noppers	20.80	315.00	6,552.00
Bobbie-Jo Brinkman	1.20	300.00	360.00
Kelsey Ivory	8.80	530.00	4,664.00
Philip Cho	4.60	775.00	3,565.00
Victoria Bazak	2.50	375.00	937.50
Total Summary	37.90		\$16,078.50

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THIS IS OUR ACCOUNT HEREIN.

WeirFoulds LLP

Per



Philip Cho

Account Payable upon receipt. In accordance with Section 33 of the Solicitors Act, interest will be charged at 3.0% per annum calculated from 30 days after delivery of this account. A receipted account will not be mailed unless requested by you

GST/HST REG.NO.
R119427177RT0001

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Outstanding AR Summary

Date	Invoice Number	Outstanding Amount
11/10/25	398262	18,234.49
	Outstanding AR Summary	18,234.49

PAYMENT REMITTANCE FORM

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WeirFoulds LLP accepts payment by **EFT, Wire Transfer, Direct Deposit, Credit Card, E-transfer, and Cheque.**

1. *Preferred Method* EFT/Wire Transfer

Once payment is made, please send payment confirmation with invoice / matter number(s) to accountingstaff@weirfoulds.com.

Bank of Montreal Address: 100 King Street West, Toronto, Ontario, M5X 1A3
Account Address: 66 Wellington Street West, Suite 4100
Toronto, Ontario, M5K 1B7

CANADIAN GENERAL ACCOUNT

Account Name: WeirFoulds LLP
Transit Number: 00022
Bank Number: 001
Account Number: 1987-799 (for Canadian Dollars)
Account Number: 4775 002 (for US Dollars)
Swift Code: BOFMCAM2 (Payments from outside Canada)
Routing Number: //CC000100022

FOR WIRE PAYMENTS ORIGINATING FROM THE USA

USD CORRESPONDENT BANK INFORMATION:

Pay through: BMO Bank N.A.
Bank Address: 320 South Central Canal Street, Chicago, IL 60606
ABA: 071000288
Swift: HATRUS44
S.W.I.F.T BIC Code: HATRUS44
AND - Fedwire 071000288
ABA:

2. Direct Deposit

Once payment is made, please email a copy of the deposit receipt along with invoice / matter number(s) to accountingstaff@weirfoulds.com.

3. Online Credit Card for invoices

Please process your Credit Card payment(s) online using the following link <https://www.weirfoulds.com/pay> or call us at 416-365-6506 / 416-365-1110 (Accounts Receivable).

4. E-Transfer

Please send e-transfers to accountingstaff@weirfoulds.com with invoice / matter number(s) to allocate payment to your account.

5. Cheque

Please indicate the invoice / matter number(s) and mail to:

WeirFoulds LLP - Attention: Accounting Dept.
66 Wellington Street West, Suite 4100, Toronto, Ontario, M5K 1B7

CITY OF TORONTO

Applicant

-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE
INC.

Respondent

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE

PROCEEDING COMMENCED AT
TORONTO

FEE AFFIDAVIT OF PHILIP CHO

WEIRFOULDS LLP
Barristers & Solicitors
66 Wellington Street West, Suite 4100
P.O. Box 35, Toronto-Dominion Centre
Toronto, ON M5K 1B7

Philip Cho (LSO# 45615U)
pcho@weirfoulds.com
416-619-6296

Tel: 416-365-1110

Lawyers for the Receiver, TDB Restructuring Limited

Court File No. CV-22-00688248-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

BETWEEN:

CITY OF TORONTO

Applicant
-and-

HARRY SHERMAN CROWE HOUSING CO-OPERATIVE INC.

Respondent

ORDER

(reporting on RFEIQ Process, advice and directions, approval of interim SRD, activities and fees)

THIS MOTION made by TDB Restructuring Limited (“**TDB**”) in its capacity as court-appointed receiver and manager (in such capacity, the “**Receiver**”) of all of the assets, undertakings and properties of Harry Sherman Crowe Housing Co-Operative Inc. (the “**Respondent**” or “**HSC**”) for advice and directions, approval of the interim statement of receipts and disbursements, approval of the Third Report to the Court of the Receiver dated November 20, 2025 (the “**Third Court Report**”) and the activities described therein, and approval of the fees of the Receiver and its counsel and other relief, was heard this day at 330 University Avenue, Toronto by video conference.

ON READING the Motion Record of the Receiver, including the Third Court Report, the Appendices thereto and the Affidavit of Arif Dhanani sworn on November 14, 2025 (the “**Dhanani Fee Affidavit**”), the Affidavit of Philip Cho sworn on November 18, 2025 (the “**Cho Fee Affidavit**”), the factum of the Receiver, and on hearing the submissions of the lawyers for the Receiver, the Applicant, and those other persons as appears in the Participant Information Form,

no other persons appearing although properly served as evidence by the Lawyer's Certificate dated December 1, 2025, filed:

1. **THIS COURT ORDERS** that the Receiver be and is hereby authorized and directed to continue developing the requirements and viability of the Options (as that term is defined in the Third Court Report) available to HSC for the purpose of developing a process, subject to approval of this Court:
 - a. for calling and counting votes of the Members with respect to the Members' preferred Option (the "**Voting Procedures**"), provided that the votes of Members are not binding on any person, including the Receiver, with respect to HSC;
 - b. to disseminate information to the members of HSC (the "**Members**") in respect of the Options and the Voting Procedures; and,
 - c. for holding a further town hall meeting with the Members with respect to the Options and Voting Procedures.
2. **THIS COURT ORDERS** that the Receiver be and is hereby authorized, but not required, to consider, and where appropriate, approve applications for membership to HSC and unit transfer requests, in accordance with the provisions of the *Co-Operative Corporations Act* (Ontario) and the by-laws of HSC, and for this purpose, the Receiver is authorized to confer and consult with any such person as the Receiver may in its discretion deem appropriate to assist the Receiver, including without limitation, Community First Developments Inc. and Co-operative Housing Federation of Toronto, provided that the Receiver shall incur no

liability or obligation as a result of any action carried out by the Receiver pursuant to this Order, save and except for any gross negligence or wilful misconduct on its part.

3. **THIS COURT ORDERS** that the Third Court Report and the activities and conduct of the Receiver described therein be and are hereby approved, provided that only the Receiver, in its personal capacity and only with respect to its own personal liability, shall be entitled to rely upon or utilize in any way the approval of the Third Court Report.
4. **THIS COURT ORDERS** that the interim statement of receipts and disbursements appended to the Third Court Report be and is hereby approved.
5. **THIS COURT ORDERS** that the fees and disbursements of the Receiver and its counsel as set out in the Dhanani Fee Affidavit and the Cho Fee Affidavit appended to the Third Court Report be and are hereby approved.
6. **THIS COURT ORDERS** that this Order be and is effective from the date that it is made, and is enforceable without any need for entry and filing.
7. **THIS COURT HEREBY REQUESTS** the aid and recognition of any court, tribunal, regulatory or administrative body having jurisdiction in Canada or in the United States to give effect to this Order and to assist the Receiver and its agents in carrying out the terms of this Order. All courts, tribunals, regulatory and administrative bodies are hereby respectfully requested to make such orders and to provide such assistance to the Receiver, as an officer of this Court, as may be necessary or desirable to give effect to this Order or to assist the Receiver and its agents in carrying out the terms of this Order.

CITY OF TORONTO

- and -

**HARRY SHERMAN CROWE HOUSING CO-OPERATIVE
INC.**

Applicant

Respondent

Court File No. CV-22-00688248-00CL

**ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)**

Proceeding commenced in Toronto

ORDER
**(reporting on RFEIQ Process, advice and directions,
approval of interim SRD, activities and fees)**

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**Lawyers for the Receiver,
TDB Restructuring Limited**

CITY OF TORONTO

Applicant

-and-

**HARRY SHERMAN CROWE HOUSING CO-OPERATIVE
INC.**

Respondent

Court File No. CV-22-00688248-00CL

ONTARIO
SUPERIOR COURT OF JUSTICE
(COMMERCIAL LIST)

PROCEEDING COMMENCED AT
TORONTO

MOTION RECORD OF THE RECEIVER
(returnable December 11, 2025)

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**Lawyers for the Receiver,
TDB Restructuring Limited**