

IN THE SUPREME COURT OF BRITISH COLUMBIA

Citation: *Synala Housing Co-operative v. Michel*,
2026 BCSC 412

Date: 20260312
Docket: S256797
Registry: Vancouver

Between:

Synala Housing Co-operative

Plaintiff

And

**Patricia Michel, Matthew Ryan,
Jane Doe and John Doe**

Defendants

- and -

Docket: S254783
Registry: Vancouver

Between:

Patricia Michel and Matthew Ryan

Petitioners

And

Synala Housing Cooperative

Respondent

Before: The Honourable Madam Justice Burke

Reasons for Judgment

Counsel for the Plaintiff/Respondent:

G.H. Dabbs

Counsel for the Defendants/Petitioners
Patricia Michel and Matthew Ryan:

D. MacGregor

No other appearances

Place and Date of Hearing:

Vancouver, B.C.
January 19, 2026

Place and Date of Judgment:

Vancouver, B.C.
March 12, 2026

INTRODUCTION

[1] The Co-op has filed an application seeking a declaration that by correspondence to the Co-op dated May 9, 2025, Ms. Patricia Michel has provided irrevocable notice of her intention to withdraw her membership in the Synala Housing Co-operative (the “Co-op”) pursuant to the rules of the Co-op (the “Co-op Rules”).

[2] Ms. Michel filed a mirror petition seeking a declaration that she did not provide a notice of withdrawal under the Co-op Rules, and any assertion to the contrary is of no legal force and effect.

[3] These matters were heard on the same day. All affidavits filed in the respective matters were referred to interchangeably in the proceedings.

BACKGROUND

[4] The plaintiff/respondent Co-op is a cooperative association incorporated under the *Cooperative Association Act*, S.B.C. 1999, c. 28 [the *Act*] and has an address at 3090 Kingsway, Vancouver, BC.

[5] The defendant/petitioner Ms. Michel is a 77-year-old Indigenous woman who has lived at the Co-op for over 15 years together with her grandson, the defendant/petitioner Matthew Ryan, in a unit of the Co-op (the “Unit”). In these reasons I refer to Ms. Michel and Mr. Ryan collectively as the petitioners.

[6] There is some dispute as to whether Mr. Ryan is a member of the Co-op. The Court does not need to resolve this issue for the purposes of these matters.

[7] The petitioners’ occupancy, membership and shareholder rights are governed by an occupancy agreement with the Co-op (the “Occupancy Agreement”), the Co-op Rules and the provisions of the *Act*.

[8] The contested issue between the parties arises from a May 9, 2025 email sent by Ms. Michel to the Co-op’s property manager, Amelia Sandor. That email reads as follows:

subject: Attached email for Synala Board

please add attached email to Synala Board as item for next board meeting

I've enjoyed living at Synala Coop these 15 years. I've decided to move on for a couple of reasons. My family has had to fight to keep traditional lands that our family lived on for 70 years on Williams Lake First Nation Reserve. I chose to build a house on said land to help our family maintain that land.

In last long while, I also spend a lot of time assisting in caring for family members who had grave health issues, in both instances, my family members passed away recently. I have felt the need to move home to be closer with family as we are all in our elder years. I wanted to continue to stay with the Coop until renovations were completed in our unit to support my grandson Matt settle back in.

I now feel I can move on and hope that the Board Members would honour our request that my lease of Unit 28 be transferred to Matt Ryan, my grandson who has proven responsible in sharing the expense of paying housing charges, utilities and upkeep of our townhouse over these past 15 years.

thank you for your consideration

Pat Michel

[9] The Co-op considered the email to express an intention by Ms. Michel to withdraw from the Co-op's membership and therefore a formal notice of withdrawal. At a meeting on May 21, 2025, the Co-op accepted the notice of withdrawal and resolved that Ms. Michel's membership would end effective July 9, 2025, pursuant to Rule 4.1(a) of the Co-op Rules. This rule allows a member to voluntarily withdraw their membership with two months' written notice. The Co-op further resolved to reject Ms. Michel's bid to have her membership shares transferred to Mr. Ryan.

[10] Ms. Michel says the email was in effect an inquiry to the Co-op as to whether her membership shares could be transferred to Mr. Ryan should she leave. Ms. Michel says the email did not meet the requirements of withdrawal as set out in Rule 4.1(a) of the Co-op Rules and she followed up with further correspondence to confirm that she did not intend to withdraw her membership or vacate the Unit.

[11] On May 26, 2025 however, the Co-op issued a letter advising Ms. Michel that she would need to vacate the Unit by July 9, 2025. This letter further suggested that Ms. Michel's membership was terminated due to alleged non-occupancy of the Unit, in violation of s. 13.02 of the Occupancy Agreement. Neither Ms. Michel nor

Mr. Ryan were provided any notice of termination, nor were they invited to attend the May 21, 2025 meeting or advised of the right to appeal the purported termination as required by ss. 36 and 37 of the *Act*.

[12] On May 27, 2025, Ms. Michel responded in writing expressly stating that she had not withdrawn from the Co-op's membership; disputed the termination and requested proper process. The Co-op maintained however that the withdrawal was effective and irrevocable.

[13] Counsel became involved shortly thereafter. On June 13, 2025, the Co-op's counsel wrote to Ms. Michel indicating that she had "irrevocably withdrawn" by way of the May 9th email according to Rule 4.1(a) of the Co-op Rules; rejected her "attempt to resile from the withdrawal" and insisted she vacate the Unit by July 9, 2025 or face legal action to repossess the Unit without further notice.

[14] On June 18, 2025, Ms. Michel's counsel responded to the Co-op's counsel demanding a reversal of the Co-op's decision to terminate Ms. Michel's membership.

[15] On June 25, 2025, Ms. Michel and Mr. Ryan filed a petition seeking declarations that they remain members of the Co-op; that no valid withdrawal occurred, and that their occupancy rates continued.

[16] On September 10, 2025, the Co-op commenced an action by notice of civil claim seeking declarations confirming Ms. Michel's withdrawal and an order for vacant possession of the Unit.

[17] The parties sought to have this matter heard as a summary trial together with the petition to determine the common issues concerning membership withdrawal and occupancy rights.

ISSUES

- 1. Did the May 9th email constitute an irrevocable notice of withdrawal from the Co-op membership?**

ANALYSIS

Summary Trial

[18] Both parties sought the matter to be determined on a summary trial basis.

[19] Under R. 9-7(15)(a) of the *Supreme Court Civil Rules*, the court may grant judgment by way of summary trial unless the court is unable to find the facts necessary to decide the issues of fact or law or it would be unjust to decide the issues on the application.

[20] This Court concludes the issues raised in this proceeding are suitable for determination by summary trial. The dispute turns on the legal effect of written communications and the proper interpretation of the Co-op Rules and the Occupancy Agreement. The relevant facts are largely contained in documents and affidavit evidence and credibility is not a central issue on this point. The Co-op concedes and does not rely on any termination process in this matter.

[21] As a result, the question of whether Ms. Michel provided a voluntary withdrawal of membership under Rule 4.1(a) of the Co-op Rules can be decided under R. 9-7 on a summary trial basis. I do not need to resolve any contested evidence with respect to whether Ms. Michel continued to reside in the Unit to reach a conclusion on this matter.

[22] The Co-op at the outset conceded that issues related to termination are not engaged in this case as it did not follow the proper termination procedures required under the *Act* and the Co-op Rules. This matter only concerns the question of whether a voluntary withdrawal of membership under Rule 4.1(a) has occurred, with the resulting consequence on Ms. Michel's occupancy.

[23] With respect to any disputed evidence, the Co-op maintains evidence as to whether Ms. Michel had an intention to move out, is relevant for considering whether

on an objective basis whether she gave notice of withdrawal. It says the Court does not need to find that Ms. Michel moved out but some of the evidence supports the Co-op's reasonable conclusion that on an objective basis she gave notice of withdrawal of membership.

Notice of Withdrawal

Statutory Framework

[24] The Co-op was created under, and is therefore governed by the *Act*. Section 18 of the *Act* provides that an association's rules, when filed with the Registrar of Companies, bind the association and its members to the same extent as if the rules had been signed and sealed by the association and each of its members. Section 33 requires an association to permit the withdrawal of members and allows the association to make rules regarding the withdrawal process.

[25] Rule 4.1(a) of the Co-op Rules sets out the process for voluntary withdrawal of membership and is the key provision in this case:

A member may withdraw from membership in the Co-op:

- a) by giving to the Co-op at least two full calendar months' written notice calculated from the last day of the month in which the notice is given; or
- b) with the written consent of the [Co-op], by giving less than two full calendar months' written notice,

and in each case, membership ceases on the last day of the notice period.

[26] In accordance with Rule 4.1(a), Ms. Sandor incorrectly calculated that Ms. Michel's occupation of the Unit would end on July 9, 2025. The Co-op concedes this was incorrect, as Rule 4.1(a) requires that the two months' notice take effect from the last day of the month in which notice is given. Ms. Michel's possession of the Unit should have therefore ended on July 31, 2025, if notice was in fact given on May 9, 2025, though this point is now immaterial.

[27] The Occupancy Agreement is a schedule to the Co-op Rules and forms part of the Co-op Rules. Ms. Michel is bound by both. Section 17.01 of the Occupancy Agreement provides that withdrawal of membership automatically terminates the

Occupancy Agreement. Rule 6.1 of the Co-op Rules and section 2.03 of the Occupancy Agreement further provide that when a member's membership ceases, the right of occupancy of all persons in the unit terminates at the same time.

[28] The *Residential Tenancy Act*, S.B.C. 2002, c. 78, while covering most tenancy agreements, does not apply to a housing cooperative where it rents to one of its members: s. 4(a). That relationship, as in this case, is governed by the *Act* and any applicable rules and occupancy agreements.

Discussion

[29] In this matter, the Co-op and Ms. Michel essentially disagree as to the nature, intent and implications of the May 9th email. To determine whether Ms. Michel provided a proper notice of withdrawal to the Co-op, it is critical to review the email alleged to be the notice of withdrawal.

[30] As stated, the Co-op took this email as an irrevocable notice of withdrawal from membership in the Co-op and therefore the occupancy of the Unit. Ms. Michel argues it is not a clear notice of withdrawal as it is ambiguous and inquires in part as to whether her membership shares can be transferred to Mr. Ryan.

[31] Rule 4.1(a) of the Co-op Rules sets out a formal withdrawal mechanism. This Court agrees with the petitioners that this rule must be strictly interpreted, given that it results in an irrevocable notice of withdrawal which directly impacts on the occupancy of a unit. Intent is irrelevant to Rule 4.1(a). If irrevocable notice of withdrawal is provided, the member loses the ability to occupy the unit; which is a significant loss to the member. Notice given under a withdrawal rule must therefore include clear and unequivocal language that objectively evinces the member's decision to end their membership.

[32] The May 9th email contains significant ambiguity and does not unequivocally demonstrate an irrevocable notice of withdrawal. The email indicates that withdrawal may be a possibility, and/or is conditional on the Co-op allowing Ms. Michel to transfer her membership shares to Mr. Ryan.

[33] While Ms. Michel travelled to Williams Lake, and may have been preparing to relocate there eventually, she did not specifically state that she was withdrawing her membership *at that time*, nor did she use any words to that effect. Her statement that “I now feel I can move on” on its own is insufficient. Ms. Michel did not provide a date of withdrawal nor the two months’ notice required under Rule 4.1(a). There was no suggestion that she was requesting the Co-op’s written consent under Rule 4.1(b) to withdraw her membership on less than the requisite two months’ notice.

[34] In these circumstances, the Co-op ought not to have seized on the ambiguity of the May 9th email to claim Ms. Michel had expressed the intent to withdraw from membership in the Co-op. It was incumbent on the Co-op to make further inquiries as to whether Ms. Michel was providing formal notice under Rule 4.1(a) through the May 9th email, before making a final determination on the matter and setting a date for the end of her membership.

[35] The Co-op argues this two month notice period is for the protection of the Co-op as it seeks to find a new occupant for the unit. Given the limited protections in the Co-op Rules for an individual who voluntarily withdraws however, and in light of the significant result of such notice being given – irrevocable loss of occupancy rights to a unit – this Court concludes this provision provides reciprocal protection to both parties.

[36] Rule 4.1(a) governs voluntary withdrawal of membership and is triggered by strict compliance with its express notice requirements. Other forms of conduct which may give rise to involuntary withdrawal are addressed elsewhere in the Co-op Rules and the *Act*, notably through termination provisions that require notice, procedural fairness and a member vote. None of that is present under Rule 4.1(a) which supports to the conclusion that it should be strictly interpreted.

[37] This decision affirming the strict interpretation of previously agreed-upon notice and withdrawal rules will provide certainty to cooperative associations and their members. It will therefore protect residents from being summarily displaced

based on ambiguous communications, and without any procedural redress other than through the courts.

CONCLUSION AND COSTS

[38] In view of the above, the Court grants the petition of Ms. Michel and Mr. Ryan. The Court orders that:

1. The petitioners remain members of the Co-op unless and until their occupancy is voluntarily withdrawn or lawfully terminated in accordance with the procedures required by the *Act*, the Co-op Rules, and the Occupancy Agreement.
2. The petitioners' rights of occupancy to the Unit under their Occupancy Agreement remains valid, binding and enforceable and continues unless withdrawn or lawfully terminated.
3. The petitioners did not provide a notice of withdrawal under Rule 4.1(a) of the Co-op Rules.
4. The petitioners, Ms. Michel and Mr. Ryan are granted costs in this matter.

[39] Given the lack of clarity in this matter, I am not inclined to order elevated or punitive costs. If, however, the Co-op's conduct exhibits a continuing pattern similar to what has occurred in this case, that conduct may be taken into account in any further proceedings.

"Burke J."