

## CHARTER OF LIVING OF BABAYAGA HOUSE

**Montreuil, France**

### **Preamble:**

This Charter sets out the conditions for putting into practice the values of **self-management, solidarity, citizenship, and ecology**, the pillars of the project, in the daily life of the residents of the Maison des Babayagas/Babayaga House:

This Charter sets out the mutual commitments of each resident and of all the residents of the house.

This Charter was voted in at the General Assembly Extraordinaire of the **Association** (of Maison de Babayagas\*) in 2006. Reviewed by the **City of Montreuil** and **OPHLM (Office Public de l'Habitat Montreuillaise/Montreuil Public Housing Office)** so that its formulation would be consistent with existing social housing legislation, it is the basis of the accord between the three partners working for the establishment of the Maison des Babayagas de Montreuil.

*\* The Association is made up of the residents of the Maison de Babayagas, and it is their deliberations and decisions that are reflected in the Charter.*

Plan of Charter:
I- Personal Commitments of Each Resident <ul style="list-style-type: none"><li>• Entry into the house</li><li>• Life in the house</li><li>• Eventual departure of resident</li></ul>
II-Collective Commitments <ul style="list-style-type: none"><li>• Daily life</li><li>• Change in state of resident as case of necessity for departure</li></ul>
III-Mutual Engagement: Citizenship, Solidarity
IV-Breakdown

This Charter was elaborated in the spirit of the founding values developed by the Association of La Maison des Babayagas:

<b>SELF-MANAGEMENT:</b> We will manage our house ourselves, accepting the least possible outside help, when necessary to compensate for our declining strength.
<b>SOLIDARITY:</b> We will combine our resources. We will help each other to age well and to meet death with serenity.
<b>CITIZENSHIP:</b> We will express ourselves through being open to the city and to mutual exchanges, centring on political, social and cultural life, in a perspective of participative democracy,
<b>ECOLOGY:</b> In our operations we will be rigorous in our management of water, energy and waste. We will act as an impetus for consumption favoring a unified economy and sustainable development.

The Charter outlines the conditions for putting into practice these values in the daily life of aged persons living in the House – designated hereafter by the term ‘resident’— and frames the mutual commitments of each tenant individually and of the entirety of tenants of the house.

A College of Residents of the House is set up to ensure the proper implementation of the Charter. The College of Residents is composed of elderly persons living in the House.

## Life Charter of Babayaga House

### I personal commitment of each resident:

#### Entry into the house.

I.1 Each tenant enters the house of her own free will and with full knowledge of the present Charter.

I.2 a) The resident must declare upon entry one or some “persons of confidence,” according to a written document signed by the three parties: the **resident**, the **person(s) of confidence** and the **College** of residents, with each part keeping a copy.

The persons of confidence are the persons to contact about every decision concerning the resident's life, if the latter becomes unable to do so herself.

Any change of a person of confidence must go through the same procedures.

b) Each resident may specify by a written statement, presented to the other two parties above, the arrangements that she wants to see respected, in case of illness and after her death, aside from the disposition of her will.

c) The resident must make known the name of her treating physician.

#### Life in the House

I.3 Each resident is the personal tenant of her quarters, according to the OPHM.

I.4 a) She lives in her personal quarters according to the usual rules of a tenant's contract. Nonetheless she will provide a copy of her key to the college.

b) She must let people know about projected periods of absence, in order [for others] to be able to re-arrange the tasks of collective operation of the house.

I.5 Each resident lives in her place according to her own choices and habits, receiving whomever she wants as guests. Nevertheless, it is forbidden for a third party to move in with the resident, unless it is a case of necessary assistance; in this case, the decision is taken in common agreement with the resident or her person(s) of confidence and the College of Residents.

b) If a resident wants to live with another person, she agrees to give up her apartment under conditions clarified further in Article I.8.

I.6 In order to contribute to the optimal functioning of the house, according to the founding values stated earlier, each resident is a party to the rights and duties of the College. All residents must participate in its meetings as much as they are able.

### **Eventual Departure of a Resident**

I.7 a) If a resident foresees that she will leave the house for good, she should inform the College, sending a copy of the letter of departure, addressed to the OPHM, by registered letter, three months in advance of this departure.

b) In this case she can not reclaim any payments already paid in to the mutual fund, as defined by Article II.11 of this Charter.

I.8 Each resident commits to participating in activities (including those related to the outside community) developed in the collective space situated at the RDC(?) and to subsidize any costs that might be entailed.

## **II. Collective Engagements**

II.1 Residents commit to welcoming each new resident according the founding values stated above.

### **Daily Life**

II.2 The College of residents meets at least once a month. It is responsible for the optimal functioning of the House; it defines the rules of use and of management of the communal spaces; it establishes the routines of the building together with OPHM and ensures that each person may participate fully and with complete liberty of expression.

II.3 In Babayaga House each resident is assured of respect for her choices and personal convictions.

II.4 Residents will look out for the welfare of each person, and for the respectful use of all things in the habitation (?)

II.5 They will be particularly attentive to any risk of addiction, putting in danger a resident and her integration in the life of the House.

II.6 They will ensure that no proselytizing takes place, especially with residents weakened by illness or extreme old age.

II.7 Frictions inherent in communal life could become prejudicial to the solidarity between residents as well as to their commitments to civic life, therefore what is foreseen is the routine intervention of a mediator who could help get to the bottom

of the causes of eventual conflicts in order to allow for their resolution. The acceptance of this mediation and participation in meetings meant to resolve issues is the right and duty of each resident. No one may absent themselves or refuse to take part. The decisions that ensue fall within the responsibility of the College.

*[Adherence to Public Health codes is mentioned here but the context is unclear. We of course will have to include such things in our Charter too.]*

### **Change in status of a resident—case of necessity for leaving**

II.8 In the case of the alteration of capacities of one of the residents, the College will alert her persons of confidence. Together they may solicit putting into place, in legal instances, what was envisaged as appropriate measures, whether of guardianship or supervision.

II.9 In extreme cases, where the changes in a resident's mental state would no longer allow her to be cared for on the premises, any change of this person's residence will be carried out as far as possible through common agreement between her person/s of confidence and the College, after consulting with various interveners—the affected resident's treating physician, a mediator, and/or any other interveners agreed to by all.

II.10 In this case the College will participate as much as possible in choosing an appropriate establishment for their departing member. In this way, if the place is not too far away, the remaining residents can stay in regular contact with the resident who has left, in order to accompany her and to maintain the moral commitment to which this charter engages everyone.

### **III Mutual Commitment – Citizenship and Solidarity**

III.1 a) the residential sector and the activity sector (including those related to the outside community) are indissoluble and are the basis of the Babayaga House project. The residents subscribe to this in its entirety and commit to preserving this unity and to collectively take on any costs that might accrue as a result.

b) a mutual fund meant for putting into practice the values inscribed in this charter will be created among the residents. The principles of supply of these funds, the conditions of its use and of putting into place solidarities between residents, will be defined by the College and will be regulated internally.

III.2 The amount put into this category is independent of any gift which a resident may offer the Association, just like any other person.

### **IV. Breakdown**

IV.1 In case of an important dispute between the College and one of the residents, and if putting into practice established regulatory procedures, notably article II.7, has no effect; the college will inform OPHM, which will examine all possible next steps. That agency may go so far as to start legal proceedings as planned in cases of a resident failing to conform to the regulations of the House.