

Fairlea Park Housing Co-operative Inc.

By-law # 43

Maintenance and Improvements By-law

This By-law replaces previous By-law(s) # 21

The Co-op office is authorized by the Board to carry out this By-law.

ARTICLE 1 : GENERAL

1.1 Aims of the By-law

- a) The aims of this By-law are:
 - i. to set out the responsibilities of the co-op and of individual members for the maintenance, repair, and improvement of co-op property;
 - and
 - ii. to set up guidelines concerning alterations, repairs and improvements members may do within their own units
- b) The By-law does not deal with the procedures for carrying out the terms of the By-law. The Board sets up procedures in consultation with the co-op staff.

1.2 Co-op's Responsibilities

- a) The Co-op is responsible for the routine maintenance, repair, and improvement of the buildings' interior, exterior, and grounds. This is to:
 - i. Ensure the buildings are structurally sound, safe, and secure;
 - ii. Keep mechanical systems and appliances in good working order;
 - iii. Ensure that the co-op complies with all health, safety, maintenance and occupancy standards required by law;
 - iv. Provide property-related services and facilities to meet the needs of members; and
 - v. Maintain and improve the appearance of the property.
- b) The Co-op may carry out its maintenance responsibilities by using Co-op staff, contractors, or through the participation of members

1.3 Member's Responsibilities

- a) Members are individually responsible for the upkeep of their units including:

- cleaning their units, keeping their floor, wall and ceiling surfaces free from grease, dirt or trash;
- carrying out minor repairs to property they damage;
- reporting promptly to the Co-op any problems they become aware of;
- redecorating; and
- where applicable, grounds keeping and general maintenance of private yards.

b) Members unable to carry out maintenance and other responsibilities under this By-law may request that the Co-op do the work. This may be because of ill health, disability, or similar reasons. They submit a written request to the Co-op staff. The Co-op will not take responsibility for routine cleaning and upkeep of the unit.

1.4 Responsibility for Costs

Costs from the repair or replacement of Co-op property are the responsibility of members. Examples of repair or replacement are:

- the removal by the member, member's family and/or guests of property or equipment the Co-op owns;
 - undue wear and tear caused by the member, member's family and/or guests;
- and
- damage caused deliberately or through negligence by the member, member's family and/or guests.

ARTICLE 2: MAINTENANCE OF UNITS

2.1 Decorating

Members are responsible for repainting their units. The Co-op will not tell members to repaint their units unless it is necessary because of undue

wear and tear. Said undue wear and tear to be determined by the Annual Unit inspection.

2.2 Supplying Paint

The Co-op will supply enough paint to repaint units every three years and/or or when there is a change of occupancy.

Members can claim this allowance in instalments if the whole unit is not painted at once. The Co-op will decide the amount of paint allowed for each size of unit.

Members must supply painting equipment and supplies at their own expense (for example brushes, rollers, and drop cloths).

2.3 Colours and Types of Paint

a) The Co-op will pay for paint from a selected range of types and colours.

It will not reimburse members for the cost of paint which they have bought themselves.

b) Members who buy their own paint are expected to use reasonable common sense when choosing a paint colour. If a dark colour is used, the cost of extra coats of paint when repainting will be charged to the member when the member moves out.

c) Only surfaces previously painted may be painted unless members receive written permission from the Co-op in advance. Kitchen and bathroom cupboards, wooden railings in Phase I , and doors must NOT be painted.

d) Members are expected to take care when painting. Members must use drop cloths or similar protective coverings. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc.

masked before painting.

2.4 Wallpaper

- a) The Co-op will not pay for wallpaper.
- b) Members must remove existing wallpaper before applying any new wallpaper. All wallpaper must be dry-strippable. All wallpaper must be removed when the member vacates the unit. The member moving in may request, in writing, that the wallpaper be left in place.

2.5 Other Wall Coverings

- a) Other wall finishes such as cloth, tiles, mirrors, etc. may be used only if they will not damage the wall surface. Members must correct any damage caused by wall finishes at their own expense, before vacating the unit.
- b) Stucco or textured paint may only be applied to surfaces previously finished in this way.

2.6 Damage to Walls

Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by hooks and nails. If a member fails to do this, the Co-op will repair any damage at the member's expense.

2.7 Upkeep of Floors

Members are expected to regularly clean and maintain existing flooring and floor coverings.

2.8 Installing Carpet

Members must install carpet in a way that will not cause permanent damage. Rubber-backed carpeting and area rugs must have underlay.

2.9 Appliances

- a) Co-op appliances and their accessories belonging to the Co-op may not be removed or replaced without written permission from the Co-op in

advance.

- b) The Co-op is responsible for maintaining appliances it owns in working order and replacing them, as necessary.

- c) Members must regularly clean both the interior and exterior of their refrigerators and stoves, according to the recommendations of the manufacturer. The Co-op will repair damage caused by a member's neglect of these responsibilities or abuse. These damages include broken fridge doors, crispers and stove burner trays. The member must pay for these repairs.

2.10 Installing Additional Appliances

Members may install additional appliances except window-mounted air conditioners and dishwashers without consulting the Co-op if no structural changes or changes or additions to existing circuits are needed. If structural changes or additions to existing circuits are needed, they must be approved, in advance, by the Co-op according to Article 5.

2.11 Windows and Screens

The Co-op is responsible for replacing all broken windows and torn screens. The member will be charged for the cost of the repair if the damage is judged to be the fault of the member, their family or their guest.

2.12 Pest Control

a) In case of a pest control problem in the buildings, the Co-op has the right to carry out pest control measures that it considers necessary to deal with the problem. The Co-op will consider the health of members when choosing the method.

b) Chemical pesticides do not have to be used in units of members who

have a letter from a doctor saying that the members have an allergy or are sensitive to them. Members who are exempt must agree to another method of pest control recommended by the Co-op. Exemptions will only apply to the member's unit, and not to common areas of the building.

c) Members must prepare their units for the extermination services. The Co-op will provide a list of organizations that could assist members who are unable to do the preparation.

2.13 Locks

a) The Co-op will maintain all locks on entrance doors to the Community Centre and individual units.

b) Members must not change the locks on their unit without the advance written permission of the Co-op.

c) If a lock is changed or added, members must give a copy of the key to the Co-op office within 24 hours.

2.14 Plumbing

a) The Co-op will maintain pipes and fixtures in the Unit.

b) The member will ensure that fixtures are in good working order. Leaks and drips must be promptly reported to the Co-op office.

c) The member will repay the Co-op for plumbing charges and/or damage to sinks, toilets, fixtures or drains caused by the member, member's family and/or guests.

2.15 Hazards

a) Members are not permitted to store highly flammable substances within their units, sheds or on their balconies.

- b) Smoke detectors and Carbon Monoxide detectors installed by the Co-op must not be painted, disconnected, or removed.

- c) Members are responsible for replacing batteries in the Smoke and Carbon Monoxide detectors installed by the Co-op.

- d) Members must not overload electrical circuits.

- e) Because these hazards put the entire co-op and lives at risk, members violating this Article of the bylaw risk eviction. The member will be also be fined as determined by the government fine guidelines. The member will also be financially responsible for any Corporate fine incurred for being in violation of this article.

2.16 Move-out/Move-in Inspections

- a) When a member notifies the Co-op that it intends to vacate, the Co-op will carry out an inspection of the member's unit according to the Occupancy By-law. The member must allow the Co-op to inspect the unit.

- b) After an inspection, the Co-op will provide the member with a list of repairs needed if any to bring the unit up to a condition which the Co-op finds acceptable.

- c) If a member is responsible for repairs, a follow-up inspection will take place to ensure that the repairs have been completed. The member will be charged for expenses the Co-op incurs for repair work.

- d) The Member Deposit may be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where the Member Deposit is insufficient, the member(s) will be charged for the balance of these costs.

e) Members moving out are required to leave the unit in a clean and repaired state, according to the Move-out Maintenance Responsibilities list (Appendix A). If such cleaning and repairs are not done when the member vacates the unit, the Co-op has the right to have the cleaning and repairs done and deduct the charges from the Member Deposit.

f) A minimum of two (2) hours must be allotted between move-out and move-in schedule to allow for a proper move-out inspection to be carried out.

g) Soon after a new member moves in, the Co-op carries out a unit inspection according to the Occupancy By-law. The member and the Co-op sign a copy of the report on the condition of the unit. The member is given a copy.

h) There shall be a 30-day "grace period" to be applied to a unit on move-in, whereby any outstanding Work Orders, carpet laying and/or painting may be completed without undue hardship to the Co-op, its members and/or contractors.

2.17 Regular Maintenance Inspections

a) The Co-op can carry out annual inspections of all units as part of its maintenance planning program. The purpose of the inspection is to help in planning for the maintenance and renovation requirements of the Co-op.

b) The Co-op will give each household a one-week notice of the scheduled inspection.

c) In the course of an inspection, if the Co-op representative notices a maintenance problem that is the member's responsibility, the Co-op will

give the member a list of the repairs (if any) needed. A date will be set for a follow-up inspection. If the member does not do the necessary repairs, the Co-op will arrange for the work to be completed. The member will be charged for the cost of the work.

ARTICLE 3: MAINTENANCE OF INTERIOR COMMON AREAS

3.1 General

The Co-op is responsible for:

- the routine maintenance, repair and periodic redecorating of the Community Centre, office, laundry room and maintenance workshop;
- maintaining and servicing mechanical systems, equipment and appliances in the common elements of the Co-op;
- re-lamping lights in the common areas;

And

- regular testing of the fire alarm system.

3.2 Keeping Exits Clear

Members must not allow anything to block fire exits, stairs and corridors, or public thoroughfares. This includes corridors in the laundry area.

ARTICLE 4: EXTERIOR MAINTENANCE

4.1 Garbage Disposal

a)Members must store their garbage, compost and recycling bins in a proper enclosure until 6pm the eve of scheduled garbage, compost or recycling pick-up. Members must then place garbage, recycling or compost bins at curb side in front of their units, as advised by the Co-op. All garbage must be placed in garbage bins with animal proof closures. These containers must be reclaimed and stored before end of day of pick-up.

b) Members must place large items (such as unwanted furniture) in the area set aside for City pick-up of such items. The items must be placed in the area only in the evening before the day scheduled for pick-up of such items.

4.2 Co-op's Responsibilities

a) The Co-op is responsible for the routine maintenance, repair and renovation of the outside of the buildings for example, roofing, masonry, windows, light fixtures, etc.).

b) The Co-op is responsible for periodically cleaning the windows of the Community Centre, office, laundry room and maintenance workshop windows.

4.3 Grounds

The Co-op is responsible for doing the following **common area** grounds maintenance (using Co-op staff or contractors):

- routine maintenance and repair of driveway, steps and walkways;
- maintenance of exterior drains;
- routine maintenance of fire hydrants;
- routine maintenance, repair and replacement of outside common areas lighting, including periodic re-lamping;
- repair of damaged fences erected by the Co-op. (The cost of repair will be charged to the member if the damage was caused by neglect or abuse.)

The Co-op is responsible for performing the following common area grounds maintenance (using Co-op staff or through the participation of members):

- care of common area lawns and trees;
- removal of litter from common area lawns, walkways and driveways;

- regular removal of snow and ice and sanding of common walkways, steps and driveways;

4.4 Members' Responsibilities

- a) Members are responsible for cleaning all exterior and interior of all windows and doors of their unit.
- b) Members are responsible for the reasonable maintenance and orderly appearance of their private yards, driveways and walkways leading to their units.
- c) Members may not remove any trees, shrubs or flowers planted by the Co-op without written permission of the Co-op.
- d) Members are responsible for maintaining the lawn in the front and back of their unit. Members must repair or replace grass damaged by themselves, their families, guests or pets.
- e) During the winter months, members are required to maintain safe access to their units by clearing the ice and snow from their front walks.

ARTICLE 5: IMPROVEMENTS BY MEMBERS

5.1 Approval Needed

- a) Members must get the written approval of the Co-op before undertaking any alteration to their units which:
 - involves structural changes (such as removing walls);
 - needs a building, electrical or other permit (such as making plumbing or electrical alterations);
 - is to be permanent (such as built-in bookcase);
 - will affect the external appearance of the unit such as erecting storage shed, installing an air conditioner);

- involves changes in the equipment in the unit (such as replacement of stove);
- alters the division of space in the unit;
- would limit Co-op access to the unit (such as changing lock).

b) Members must apply to the Co-op and give all information the Co-op staff asks for about the proposed alteration.

c) Co-op staff can, according to the terms of this By-law, review such requests and recommend approval or rejection to the Board. Co-op staff can attach such conditions to approved requests that it considers appropriate. The Board makes the final approval.

d) The Board of Directors will set up Improvement Procedures which will set out guidelines for staff to use when reviewing requests. These guidelines will ensure that any alteration:

- is safe,
- meets all codes and regulations that apply,
- does not adversely affect the future marketability of the unit,
- will be of an acceptable quality and generally in the interests of the Co-op.

e) Co-op staff may need to hire a consultant to decide whether an improvement request should be approved. The member submitting the request will have to pay for the costs involved. (Before hiring the services of a consultant, the Co-op will tell the member the costs. The member will decide if they wish to go ahead.)

f) Co-op staff may require a member to pay a deposit to the Co-op before undertaking an improvement. It can hold the deposit until the work has been completed satisfactorily. In the case of a temporary, but major alteration, until the unit has been restored to its original condition.

g) Members must obtain and pay for the cost of any permits required by the local municipality. The Co-op must receive a photocopy of any permit.

h) The Co-op may, from time to time, set standards of design, materials and quality of work for improvements. Members carrying out these improvements must meet the standards.

i) Members will not be compensated for the cost of improvements they arrange for their units.

j) Fixtures in place are the property of the Co-op. Members may temporarily replace fixtures owned by the Co-op. Members are responsible for storing the original fixtures and replacing them, in good condition, before they move out.

k) The Co-op may require members to restore their unit to its original condition at their own expense if: members make any alteration without the written approval of Co-op staff; the work is judged to be unsatisfactory in the final inspection.

ARTICLE 6: REIMBURSEMENT FOR EXPENDITURES BY MEMBERS

6.1 Co-op Approval Needed

The Co-op will reimburse members for maintenance-related expenses only if the Co-op gave written approval for the expenses. Receipts must be provided to the Co-op.

ARTICLE 7: TOOLS AND EQUIPMENT

7.1 Borrowing Co-op Equipment

a) Landscaping equipment, tools and supplies owned by the Co-Op may normally be borrowed or used by members for maintaining their yards or common areas.

b) The Landscaping committee, co-op office and the Board will determine, from time to time, what Co-op equipment, tools and supplies, may be loaned to members and on what terms.

c) Members will be responsible for loss of or damage to any equipment borrowed from the Co-op for personal use while in their custody, however it was caused.

PASSED by the Board of Directors and sealed with the corporate seal of the Co-op on July 2nd, 2014.

President

(corporate seal here)

Secretary

CONFIRMED by at least two-thirds of the votes cast at a General Meeting of the Members on March 31, 2015.

President

(corporate seal here)

Secretary

SCHEDULE "A"

MOVE-OUT MAINTENANCE RESPONSIBILITIES

To help ensure that a unit is left in good condition and ready for occupancy by new members, the Board/Co-op staff have prepared a checklist of tasks that should be taken care of before you move out.

We wish to remind you that the co-op's Occupancy By-law provides that if the unit is found to be in unsatisfactory condition after a member has moved out, the co-op will arrange to have the necessary work completed and the costs involved will be deducted from the Member Deposit.

A. GENERAL

1. Carry out any repairs identified as being the member's responsibility during the Move-Out Inspection(s) of the unit.
2. Remove any temporary alterations made to the unit (e.g. bookshelves attached to the wall).
3. Ensure that all fixtures, hardware, shelving and other fittings originally in place are present and in good condition. Repair or replace, as necessary.
4. Replace any member-owned fixtures which have been installed with the original fixtures or fixtures of equivalent quality (as agreed with the co-op).
5. If you have painted an area a dark colour that will require an additional coat of paint to cover, repaint the area in a neutral colour.

B. INTERIOR

1. Walls and Ceilings

- walls should be left clean and free of grease marks and scratches
- wallpaper, decorative tiles, mirrors, cork board or other wall finishes which have been applied by the member must be removed and the wall surface restored unless the incoming member has requested in writing that the wall surface(s) remain as is
- nails and picture and ceiling hooks should be removed
- repaint walls if you have painted them an alternate colour to the original. Should the member fail to properly apply the paint coverage to the wall, the member will be charged for the additional work completed by a contractor to repaint the walls over and above the standard cost of

repainting the unit.

2. **Woodwork**

- all woodwork, including baseboards, must be left clean and free of marks
- ensure unpainted woodwork is free of paint splatters

3. **Doors**

Interior Doors

- should be left clean, free of marks, decals, etc. and in good condition (including hardware)
- any doors which have been removed must be re-hung

Exterior Doors

- all doors and frames should be left clean and free of marks, decals, etc. and in good condition
- screen/storm door: screen and window must be intact, clean and in good repair. Replace any door/screen/window that is damaged by members, their families, guests and/or pets.

4. **Windows and Screens**

- clean window sills and frames
- windows and screens must be present and in good condition
- windows and screens should be left closed and locked

5. **Floors**

- vacuum all bare and carpeted floors
- wash linoleum and tile floors
- clean hardwood floors with appropriate cleaner
- damage judged by the co-op to be in excess of normal "wear and tear" may result in flooring or carpeting being replaced and the member charged

6. **Electrical Fixtures**

- all light fixtures must be present, clean and in good condition
- switch plates and outlet covers should be clean, free of marks, paint splatters, cracks or chips
- painted or damaged covers must be replaced by the member
- cable outlets should be clean and free of paint splatters
- exhaust fans should be vacuumed and wiped clean; filter, if present, should be replaced

- smoke detector should be clean, free of paint, and functional
- thermostat, heat rads, should be clean, free of paint and functional
- heat ducts should be clean

7. **Bathroom**

- clean basin, tub/shower, toilet, toilet tank
- decals must be removed
- clean medicine cabinet and vanity
- towel bars, shower rod, soap dishes, etc. should be clean and in good condition
- chrome fixtures, tile and caulking should be clean and in good condition
- walls should be cleaned
- floors should be washed
- ensure that taps are not dripping/leaking or blocked

8. **Kitchen**

- stove
 - clean inside and out using approved cleaners
 - oven and burner controls, oven racks, broiler pan, drip pans and burners should be clean, free of grease and intact
 - ensure exhaust fan and hood are clean and free of grease
 - clean floor under and walls behind the stove
- fridge
 - clean inside and out
 - ice cube trays, racks, crisper, etc. should be clean and intact
 - leave at medium cold setting with door(s) closed securely
 - clean floor under and walls behind fridge
- floor under and walls behind appliances should be cleaned
- cupboards and counter sink and chrome fixtures should be left clean and in good condition, replace missing shelf clips handles or other broken/missing parts
- ensure that taps are not dripping
- wash floor

9. **Basement**

- remove all items from basement (if not left empty, the Co-op will hire a contractor to remove items and the amount billed will be deducted from the Member Deposit)
- clean laundry tub and taps: ensure plug is in place, replace if damaged or uncleanable
- if appropriate to the season, leave the thermostat set at the required setting

(16 degrees Celsius)

- ensure hot water tank is not dripping and that floor drains are operational
- close and lock all windows
- in fall and winter, ensure the water to the outside tap is properly drained
- ensure the basement floor is clean
- if a lock is on the window, either leave the key or remove the lock from the window. Failure to do so will result in the co-op billing you for the removal of the lock.

C. EXTERIOR

1. Lawn and Fence

- in season, cut lawn and leave free of debris
- fences must be left in good condition

2. Unit Exterior

- ensure porch steps, balcony, verandah and shed are free of debris and swept clean
- clear downspouts and window wells: ensure they are in good working order
- exterior light fixtures, mail boxes, etc. to be present and in good working order
- shed and garbage enclosures to be swept clean (and hosed out, in season) and left free of garbage

3. Driveway/Reserved Parking

- if a vehicle has leaked oil or gas, etc., it is the member's responsibility to re-seal the driveway or reserved spot upon vacating