

**Hugh Garner Housing Co-operative Inc.**

**BY-LAW 13**

***Common Facilities By-law***

***as amended by By-law # 13A on March 9, 2006***

***A By-law regarding the use of facilities made available to members by the Co-op.***

## **Article 1: Preamble**

### **1.1 PURPOSE**

The purpose of this by-law is to present as a single, integrated unit, the various rules and procedures related to the use of common facilities provided by Hugh Garner Housing Co-operative Inc. ("the Co-op") for the use of its Members.

### **1.2 DEFINITIONS**

- a) For the purposes of this By-law, the common facilities are defined as:
- ! the Party Room
  - ! the Garden Room
  - ! the Children's Playroom
  - ! the Laundry room
  - ! the portion of the Parking Garage procured by the Co-op for the use of its Members, including the Bicycle Room.
- b) "Board" shall mean the Board of Directors of the Co-op.
- c) "Members" shall mean the members of the Co-op.

## **Article 2: Community Rooms**

### **2.1 DEFINITIONS**

- (a) The Community Rooms are:
- ! the Party Room
  - ! the Garden Room
  - ! the Children's Playroom
- (b) For the purposes of this Article, the definition of "Member in Good Standing", contained in the Article 3, Paragraph 8 of By-law 11, the Occupancy By-law, shall be used.

### **2.2 AVAILABILITY FOR USE**

- (a) The Community Rooms are available for use by Member in Good Standing and by Staff for Co-op sponsored, private, Member sponsored events, and to organizations and persons outside of the Co-op for private events.

- (b) A staff member booking a Community Room shall be required to sign an Agreement with the Co-op which shall specify that they agree to abide by the terms of this By-law.

### 2.3 CO-OP SPONSORED EVENTS

This paragraph defines the conditions under which the Community Rooms (the “rooms”) may be used for Co-op sponsored functions and staff sponsored functions. The Roof Deck may not be exclusively reserved for any event.

For the purposes of this paragraph, “users” shall mean individuals, committees or other groups booking the rooms.

1. Co-op sponsored functions are committee meetings, Board meetings, members meetings, membership application interviews, training sessions sponsored at least in part by the Co-op and other activities recognized from time to time by the Board.
2. Staff sponsored functions are staff meetings, employee activities related to the fulfilment of employment requirements, training sessions sponsored at least in part by the Co-op, and other activities recognized from time to time by the Board.
3. Users wishing to use the rooms must book them by contacting the Office. Use of the kitchen and/or furnishings must be specified by the User.
4. Booking of the rooms shall be done by the President or Corporate Secretary, in the case of Board and Members Meetings; the committee chair or other person duly appointed by a committee, in the case of committee functions; or a designated person recognized by the Board.
5. When a room is booked, Users must sign a Letter of Agreement (Schedule A), accepting responsibility for any cleaning or damage to the rooms, appliances or equipment that may occur during their use of the rooms.
6. Users will be responsible for the costs of repairs and cleaning resulting from their use of the rooms.
7. All users are responsible for the behaviour of their guests (including children) while on the property of the Co-operative.
8. At all events at which persons under 18 years of age (“children”) are in attendance, members over the age of 18 years must be present and providing supervision at all times. A minimum ratio of one supervisor to every 5 persons under 18 years of age must be maintained.

9. The rooms, the lobby, the entrance ways and the washrooms ( “related spaces”) are designated as No Smoking Areas. Users are expected to enforce this provision.
10. The rooms may be decorated. No tape or adhesive of any kind may be used.
11. All fire and safety regulations must be followed. There is a limit of 89 persons permitted in the Party Room.
12. All L.L.B.O. regulations must be adhered to and no illegal drugs or activities are permitted.
13. Speakers must be raised off the floor and the volume of music set at a moderate level.
14. Users shall supply their own food, cups, plates and other supplies and materials for their function.
15. Users are responsible for cleaning the rooms by:
  - removing all garbage from the rooms
  - replacing furniture as appropriate
  - cleaning the floors and carpet
  - turning off the stove, oven and coffee maker
  - cleaning the coffee maker and the coffee pot
  - cleaning spills from the stove, oven, refrigerator and counter tops
  - removing their food from the refrigerator
16. Users must make sure all doors and windows are securely locked, and that the lights are turned off when leaving the rooms.
17. Users use the rooms and the equipment at their own risk. The Co-operative takes no responsibility for loss, damage or injury to the User or the User’s guests which may occur in the rooms or related spaces.
18. The rooms close at 11:00 p.m. Users must have completed their event and carried out their cleaning responsibilities under this paragraph by the time.
19. The Staff, On Call Volunteer or other authorized Member has the authority to terminate an event if the provisions of this By-Law and any other guidelines which the Co-operative may establish are not adhered to by the user and their guests.
20. The users are to contact the On Call Volunteer for access to the rooms. Members/non-members shall contact the On Call Volunteer to inspect the facility and lock up once the

facility clean up is finished.

#### **2.4 USE OF THE COMMON ROOMS FOR PRIVATE EVENTS**

This paragraph defines the conditions under which the Community Rooms may be used for private functions. For the purposes of this paragraph, non-members booking the rooms will be called “users”.

1. The Community Rooms may be used by Members and non-members for private on a first come, first served basis, according to availability. The Roof Deck may not be reserved exclusively for any event.
2. Users wishing to use the rooms must book them by contacting the Office. Use of the kitchen and/or furnishings must be specified by the user.
3. When the rooms are booked, Users must sign a Letter of Agreement (Schedule “B”), accepting responsibility for any cleaning or damage to the rooms, appliances or equipment that may occur during their use of the rooms.
4. Users will be responsible for the costs of repairs and cleaning resulting from their use of the rooms.
5. The Member(s) sponsoring the event must leave a deposit of \$100.00, or such other amount as the Board may determine from time to time, in the form of a cheque at the Office, in advance of the event.
6. Members may have three (3) complimentary uses per unit per year, after which there will be a \$100.00 non-refundable rental charge.
7. Non-member individuals or groups will be required to pay:
  - a non-refundable user fee of \$100.00
  - a deposit of \$100.00

Payment shall be made in the form of two certified cheques or money orders.

8. A deduction will be made from the deposit for any damage to the facilities or equipment. A cleaning fee shall be charged if the rooms or equipment have not been adequately cleaned. Costs for damage or cleaning in excess of the deposit amount will be charged to the member and/or non-member sponsoring the event.
9. Following an inspection of the facilities, and subject to clause 8 above, the deposit, less any deductions, shall be returned two weeks after the event.

10. All users are responsible for the behaviour of their guests (including children) while on the property of the Co-operative.
11. At all events at which persons under 18 years of age (“children”) are in attendance, members over the age of 18 years must be present and providing supervision at all times. A minimum ratio of one supervisor to every five (5) children must be maintained.
12. No notices of the event will be permitted in the inner or outer lobby. Users must station a responsible person in the lobby to direct guests, or ensure in advance that the guests know how to reach the Community Rooms.
13. Users must ensure that all activities shall be confined to the Community Rooms.
14. Users must ensure that they and their guests do not interfere with the rights of other Members to the quiet enjoyment of their units and the Roof Deck.
15. Users must respond promptly and politely to complaints from members concerning noise and other matters related to the event.
16. The rooms, the lobby, the entrance ways and the washrooms (together “Related Spaces”) are designated as No Smoking Areas. Users are expected to enforce this provision.
17. The rooms may be decorated. No tape or adhesive of any kind may be used. Use the existing hooks only.
18. All fire and safety regulations must be followed.
19. All L.L.B.O. regulation must be adhered to and no illegal drugs or activities are permitted. The capacity of the Party Room is 89 persons, including children.
20. Speakers must be raised off the floor and the volume of music set at a moderate level.
21. Users shall supply their own food, cups, plates or other supplies and materials for their function.
22. Users are responsible for cleaning the rooms by:
  - \* removing all garbage from the rooms
  - \* replacing furniture as appropriate
  - \* cleaning the floors and carpet
  - \* turning off the stove, oven and coffee maker
  - \* cleaning the coffee maker and the coffee pot
  - \* cleaning spills from the stove, oven, refrigerator and counter tops
  - \* removing their food from the refrigerator

23. Users must make sure all doors and windows are securely locked, and that the lights are turned off when leaving the rooms.
24. Users use the rooms and the equipment at their own risk. The Co-operative takes no responsibility for loss, damage or injury to the User or the User's guests which may occur in the rooms or related spaces.
25. The rooms close at 11:00 p.m. Users must have completed their event and carried out their cleaning responsibilities under this paragraph by the time.
26. The Staff, On Call Volunteer or other authorized Member has the authority to terminate an event if the provisions of this By-Law and any other guidelines which the Co-operative may establish are not adhered to by the user and their guests.
27. The users are to contact the On Call Volunteer for access to the rooms. Members/non-members shall contact the On Call Volunteer to inspect the facility and lock up once the facility clean up is finished.

### **Article 3: Use of Exercise Room for Transient Storage**

#### **3.1 GUIDELINES AND CONDITIONS**

Members may use the Common Rooms designated by the Board of Directors for temporary storage of their personal effects under the following conditions:

- a) Members may apply to the Board of Directors (the "Board") for the exclusive use of a Common Room for temporary, personal storage.
- b) The Board may grant use of a Common Room for temporary, personal storage for the following situations:
  - i) a storage area is required because the member's unit is subject to extensive maintenance work authorized by the Co-operative, and the Co-operative has requested that the member remove personal belongings from certain rooms or from the unit while the work is being carried out; or
  - ii) a storage area is required because the member is carrying out maintenance of the member's own unit which is the responsibility of the member under the *Consolidated Maintenance By-law*, and needs to protect personal property from damage while this work is being carried out.
- c) Any such use of a Common Room is subject to the following conditions:
  - i) a Common Room must be available for use as a storage facility, and its use as a storage facility must not conflict with any bookings from that room;

- ii) use of the Common Room for storage will not exceed 7 days; The Board may extend this period, at its discretion, but the total storage period may not exceed 14 days;
  - iii) the member must provide proof of insurance for the items stored in the Common Rooms, and indemnify the Co-operative for any loss of or damage to personal property;
  - iv) the member must not store any items that are hazardous, including those that are toxic, flammable, explosive or give off an odour, or that might become so if their container is damaged.
- a) The Board may refuse any application for the use of Common Rooms for storage at its discretion.

#### **Article 4: Laundry Room Rules**

##### **4.1 PURPOSE**

The purpose of this Article is to ensure reasonable use of the Laundry Room and its fixtures for the benefit of all members.

##### **4.2 DEFINITIONS**

- a) "User" means any person making use of the Laundry Room.
- b) "Prime Time Hours" means between the hours of 5:00 p.m. and 9:00 p.m., Monday through Friday, inclusive, and between the hours of 8:00 a.m. and 9:00 p.m. on Saturday and Sunday.

##### **4.3 COMPLAINTS**

Member complaints resulting from alleged breaches of this Article shall be adjudicated by the Rules Committee in accordance with the Grievance Procedures adopted from time to time by the Members of the Co-op.

##### **4.4 HOURS OF USE**

The Laundry Room is normally available to all members daily between the hours of 8:00 a.m. and 11:00 p.m.

##### **4.5 USE OF MACHINES**

- a) Users must remove laundry as soon as wash or dry cycle is completed. If this is not done, other users have the right to do so, provided they treat it with the same

respect they would their own laundry.

- b) No user has the right to remove another's laundry before the cycle is complete.
- c) Users must not reserve machines for their own or someone else's use.
- d) During Prime Time Hours, users are limited to four (4) washers and three (3) dryers. These restrictions do not apply at any other time.

#### **4.6 CARE OF MACHINES AND LAUNDRY ROOM AREA**

- a) No dyes, harmful or dangerous chemicals, or corrosive materials are to be used in either washers or dryers.
- b) Soap should be used in accordance with the manufacturer's instruction in order to avoid damage to acoustic insulation in sub-floor.
- c) Latex-backed or plastic-backed materials must only be placed in dryers under low heat.
- d) Users are responsible for cleaning out washing machines and the lint filters in dryers after each use.
- e) Users are responsible for keeping the Laundry Room clean.

### **Article 5: Underground Garage Parking Rules**

#### **5.1 ADMINISTRATION**

- a) Co-op staff will be responsible for co-ordinating and supervising parking arrangements and for administrative tasks, including processing of applications and record keeping, related to parking, in accordance with the provisions of this Article.
- b) The Maintenance Committee will be responsible for reviewing and recommending revisions to the provision of these Article, as required.

## 5.2 COMPLAINTS

Member complaints resulting from alleged breaches of this Article shall be adjudicated by the Rules Committee in accordance with the Grievance Procedures adopted from time to time by the Members of the Co-op.

## 5.3 REGISTRATION

- a) Members who intend to keep motor vehicles in the portion of the underground parking garage procured by the Co-op for that purpose must apply to the Co-op for a space, and when allocated a space, pay the designated monthly parking charge at the same time as housing charge payments are made.
- b) Members must inform the Co-op immediately of any changes in the vehicle information registered with the Co-op.
- c) Members may apply for a parking space if they are acquiring a vehicle, but the vehicle must be registered with the Co-op within two months of the space being allocated. If after two months no vehicle has been registered, the space will be assigned to another applicant on the waiting list and the Member must re-apply if he or she wishes a space subsequently.
- d)
  - i) There shall be a monthly charge for the use of a parking space. This charge shall be reviewed annually by the Board and presented to the Members as part of any proposed budget or proposed change in budget.
  - ii) Changes in Parking Charges shall normally come into effect at the beginning of a fiscal year.
  - iii) Charges may be on a per-space basis, or based on vehicle type, that is four-wheeled and two-wheeled, as determined by the Members from time to time.
- e) Parking stickers will be issued by the Co-op for all vehicles allocated a space. The sticker will show the numbers of the spaces in which the vehicle may be parked and the licence number of the vehicle. Stickers must be displayed on the vehicle in such a way as to be easily visible.

## 5.4 ALLOCATION OF SPACES

- a) Each unit in the Co-op is eligible to be allocated up to two parking spaces on a permanent basis when the spaces are required to park vehicles belonging to that unit. Initially, one space per unit will be allocated to all units requiring a space. Following this, second spaces will be allocated.

- b) Third spaces may be allocated, as available on a month-to-month basis only, and may be re-allocated, as necessary, to units requiring a first or second space.
- c) Spaces to be used for parking vehicles without current valid licences, snowmobiles, trailers or other recreational vehicles will be allocated on a month-to-month basis only and may be re-allocated to Member requiring a first or second space.
- d) Once all available spaces have been allocated, a waiting list will be established. Priority will be based on date of application for parking space. Regardless of date of application, all requests for a first space for a unit will have priority over requests for a second space, and all requests for a second space will receive priority over requests for a third space.
- e) Members must inform the Co-op immediately if they no longer require a parking space.
- f) Parking spaces not required by Co-op Members may be allocated to non-members on a month-to-month basis at a rate to be determined by the Board of Directors.
- g) Parking spaces may not be sublet under any circumstances.
- h) Subject to availability at the time the space is required, each permanent employee of the Co-op is entitled to one parking space.
- I) Where a car other than the Member's, including courtesy cars, etc., is parked in a Member's spot, The Co-op must be given the following information:
  - ! parking space number
  - ! colour, make and licence plate number of the car
  - ! period of time car will be parked in the space
- j) Vehicles belonging to a visitor of a Member may be parked in the Member's parking space for a period of three months.

## **5.5 PARKING RESTRICTIONS**

- a) Residents and employees may park vehicles only in the space allocated to them.
- b) Any vehicle, belonging to a resident or to a visitor, parked in a No Parking area in such a way as to interfere with the free passage of other vehicles is liable to be tagged and towed away at the owner's expense under the City of Toronto By-law 675-79.

- c) If a Member parks in a space other than the space allocated, the Co-op will take appropriate action as follows:
  - ! in the first instance, a written warning will be sent to the Member
  - ! for a second violation, a fine of \$20.00 will be imposed
  - ! in the case of a third or subsequent violation, the matter will be referred to the Board. The Board may impose a further fine or take such other action as it deems appropriate.
- d) Vehicles belonging to non-Co-op members parked in a space other than the space allocated are liable to be tagged and towed away at the owner's expense under City of Toronto By-law 675-79.
- e) Members and visitors are required to respect all traffic control signs in the underground parking garage.

#### **5.6 USE AND MAINTENANCE OF PARKING SPACES**

- a) No mechanical work or automotive repairs other than light repair or routine maintenance shall be carried out in the parking garage.
- b) Residents are expected to observe common courtesy toward their neighbours in the parking garage by parking in such a way as not to interfere with the entry or exit of other vehicles or the legitimate use of the parking garage by other Members.
- c) The Co-op will be responsible for the maintenance, repair and regular cleaning of the underground parking garage. All residents, however, are expected to co-operate to keep the parking garage tidy.
- d) Vehicle engines must not be left running in the underground garage.

#### **5.7 PARKING FOR DISABLED RESIDENTS**

Spaces will be allocated to suit the special needs of disabled residents or residents with medically-documented special need. Priority for allocation of space will be given to disabled residents. This may necessitate the allocation of two adjacent spaces to the disabled resident. In such case, the resident will pay only the charge required for a single space.

## **Article 6: Bicycle Room**

### **6.1 ADMINISTRATION**

Co-op staff will be responsible for co-ordinating and supervising Bicycle Room arrangements, including processing of applications and record-keeping.

### **6.2 COMPLAINTS**

Member complaints resulting from alleged breaches of these Article shall be adjudicated by the Rules Committee in accordance with the Grievance Procedures adopted from time to time by the Members of the Co-op.

### **6.3 REGISTRATION**

- a) Residents who intend to keep their bicycles in the bicycle room must apply to the Co-op for a space, and when allocated a space, pay the designated monthly Bicycle Room charge at the same time as housing charge payments are made.
- b) At the time of allocation of space, one key to the bicycle room will be issued to the resident.
- c)
  - D) There shall be a monthly charge for the use of a bicycle space. This charge shall be reviewed annually by the Board of Directors and presented to the Members as part of any proposed budget or proposed change in budget.
  - ii) Changes in bicycle charges shall normally come into effect at the beginning of a fiscal year.

### **6.4 ALLOCATION OF SPACES**

- a) Residents must use assigned spaces only.
- b) Once all available spaces have been allocated, a waiting list will be established. Priority will be based on date of application for a space.
- c) Residents must inform the Co-op immediately if they no longer require a space.
- d) Spaces may not be sublet under any circumstances.
- e) Where a bicycle other than the residents will be stored in the resident's spot, the Co-op must be informed.

### **6.5 STORAGE RESTRICTIONS**

- a) Only bicycles may be stored in the Bicycle Room.
- b)
  - i) If a resident uses a space other than the space allocated, and this matter is brought to the attention of the Co-op, the Co-op will remove the bicycle from the Bicycle Room and impound it. The Co-op shall not be held responsible for the bicycle.
  - ii) The bicycle may be reclaimed at the office of the Co-op after payment of an administrative fee, set by the Board from time to time. In exceptional circumstances, the Board may waive the payment of the fee.
- c) Residents must access the Bicycle Room through the elevators or stairwell only. Under no circumstances are residents to use the car entrance or exit ramps.
- d) Under no circumstances are residents allowed to ride their bicycles in the parking garage.

**6.6 USE AND MAINTENANCE OF BICYCLE ROOM**

- a) No bicycle repairs or maintenance shall be carried out in the bicycle room.
- b) Members allocated spaces in the Bicycle Room shall be responsible for keeping the area in a clean and orderly condition.

**6.7 SECURITY**

Residents using the Bicycle Room must ensure the room is locked.

**Confirmed by General Member Sept 20, 1994**  
**13A Approved by Board of Directors Feb 1, 2006**  
**13A Confirmed by the General Member, March 9, 2006**