



By-law No. 26, Consolidated Maintenance and Improvement By-law

ARTICLE 1: About this By-law, Schedules and Appendices

1.1 The purpose of this By-law is:

- a) Repeal of old By-law. The Maintenance and Improvement By-law (By-law No. 9) is repealed.
- b) To set out the respective responsibilities of the Members and the Co-op for the maintenance, repair and improvement of the Co-op's property; and
- c) To establish the conditions under which Members may undertake repairs and improvements to their Units.

ARTICLE 2:

General

- 2.1 The Co-op is generally responsible for the routine maintenance, repair and improvement of the building's interior, exterior and grounds in order to:
 - i) ensure the comfort, health and safety of the residents;
 - ii) maintain a sound building structure and extend its useful life;
 - iii) keep mechanical systems and services in good working order;
 - iv) enhance the appearance of the Co-op's property; and
 - v) conserve energy and other resources
- 2.2 The Members are generally responsible for maintaining the ordinary cleanliness of their Units, assisting with occasional maintenance projects, decorating and carrying out minor

repairs to their Units, reporting maintenance problems to the Co-op, and, where applicable, grounds keeping and general maintenance of private yards.

ARTICLE 3: Maintenance of Units

3.1 Decorating

A) PAINT

- 1) All Members are responsible for painting their own Units unless they are physically incapable, in which case they may request assistance from the Co-op.
- 2) a) The Co-op will provide paint, limited to the quantities in (b) below, under the following conditions:
 - i) The Unit has not been repainted in the preceding 36 months; or
 - ii) the condition of the existing paint is considered unacceptable by the Co-op, according to the published standard adopted by the Board of Directors from time to time.

- 2) The Co-op shall provide paint not to exceed the following Maximum

Quantities for each Unit type:

One Bedroom	20 litres (5 gallons)
Two Bedroom (one-level)	24 litres (6 gallons)
Two Bedroom (two-level)	28 litres (7 gallons)
Three Bedroom	32 litres (8 gallons)
Four Bedroom	36 litres (9 gallons)

The above allotments do not include paint required for ceilings.

- 3) The Co-op will be responsible for the purchase of the paint, subject to the provisions of this Policy. Members' request for paint will be submitted as a work order and entered in to HM Works.
- 4) The Co-op's liability under this policy extends only to providing paint that it purchases. The Co-op will not reimburse Members for the cost of paint purchased by the Member or by a third party.
- 5) a) i) The Co-op will supply only standard white latex paint. The Member shall have the choice of eggshell or semi-gloss finish.

- ii) Under no circumstances are oil-based paints to be used except on stucco ceilings. Any costs incurred by the Co-op for the sanding or priming of surfaces to which oil-based paint has been applied will be charged to the Member.
- b) Members may, if they wish, have the paint supplied tinted at their own expense.
- c) i) If the Member chooses a tint that requires more than the maximum quantity of paint allotted to the unit in .2 (b) above to cover it on subsequent repainting, the cost of the additional paint will be borne by the Member.

ii) If a Member chooses a dark tint requiring more than 1 coat, when the member vacates the unit, the Co-op will hire a contractor to do preparation and priming and the cost will be deducted from the members deposit and/or billed to the members account.

- iii) If a Member taking possession of a Unit does not wish the Unit repainted and accepts the colour(s), then this Member assumes the financial responsibility of (i) above, and will be required to sign an agreement.
- 6) The Co-op will not supply brushes, rollers, drop cloths or other painting equipment or materials to the Members, nor will the Co-op reimburse Members for the cost of these items.
- 7) a) Only surfaces previously painted may be repainted. Floors, stairs, cover plates, window frames, and cabinet doors, faces and frames may not be painted. Metal paint to be used for window frames will be supplied by the Co-op.
- b) Members are responsible for ensuring that the Units are painted neatly. Drop cloths, masking tape or similar protective coverings must be used.
- c) The cost of any repair, cleaning or replacement required due to improper or incorrect painting will be charged to the Member.

B) WALLPAPER

- 3) If they wish, Members may use wallpaper to decorate their Units, under the following conditions:
 - a) All wallpaper used, including borders and wainscoting, must be dry strippable.
 - b) All wallpaper, including borders and wainscoting, must be removed when the Member vacates the Unit, except as provided in (c) below. If the Member fails to remove the wallpaper, the cost of effecting this work will be charged to the Member.
 - 4) If the Member taking possession of a Unit accepts the wallpaper present in the Unit, this Member then assumes the responsibilities outlined in (b) above, and will be required to sign an agreement.
 - 5) The Co-op will not contribute to the cost of wallpaper.

C) OTHER DECORATIVE FINISHES OR ORNAMENTATION

- 1) The use of texture spray, stucco or texture paint on any wall or ceiling is not allowed.
- 2) Other wall finishes, such as cloth, tiles and mirrors, may be used. Such finishes must be removed by the Member when the Member vacates the Unit. Any damage resulting from the application of such finishes must be repaired to the Co-op's satisfaction. If the Member fails to satisfactorily repair this damage, the cost of effecting these repairs will be charged to the Member.
- 3) Members are responsible for repairing damage to ceilings and walls caused by the installation of hooks, picture-hanging devices, brackets, standards, etc. If the Member fails to effect repairs to the Co-op's satisfaction, the cost of effecting these repairs will be charged to the Member.

3.2 FLOORS

- 6) Members are expected to regularly clean and maintain parquet, vinyl asbestos tile and carpet floor coverings.
 - b) The Co-op will renew finish on parquet floors, at the request of member, provided that the floors have not been refinished within the previous (3) years, or at move out, as assessed by the Maintenance Co-ordinator.
 - c) Members may install carpet in their units, at their own expense, under the following conditions:

- i) Carpets must be installed in such a way as not to cause permanent damage.
- ii) Rubber-backed area rugs and underlay must be installed with additional underlay material to protect the floor from damage.
- iii) Carpet laid over parquet flooring must not be steam cleaned at any time.

3.3 APPLIANCES

- a) The appliances provided with each Unit, which includes but is not limited to refrigerators and stoves and their accessories, may not be removed from the Unit or moved from one Unit to another, or replaced without prior written permission from the Co-op.
- b) The Co-op is responsible for maintaining Co-op owned appliances in working order and replacing them, as necessary. Members will be held financially responsible for damage to appliances caused by neglect or abuse.
- c) Members are required, on a regular basis, to clean their refrigerators and to clean both the interior and exterior of their stoves, in accordance with the recommendations of the manufacturer. Damage to any appliance which is caused by the failure of a Member to carry out these responsibilities will be repaired by the Co-op at the Member's expense.
- d) Members who wish to line their stove elements must do so with liners manufactured for this purpose. Lining stove elements with loose foil is prohibited.
- e)
 - i) Washing machines and exterior-vented dryers may be installed at the Member's expense in Unit located only on the Ground Floor and First Floor, subject to the specifications attached to this By-law as Schedule 1, and other provisions of this By-law. Washing machines and clothes dryers may not be installed in apartments located on any other floor other than those specified.
 - ii) Washing machines dryers and dishwashers installed in apartments may not be operated between the hours of 11:00 pm to 10:00 am.
- 7) Members may install vertical air conditioners only. Horizontal air conditioners are allowed for the lower level of ground and 1st floor units only. All air conditioner installation must receive the prior, written approval of the Maintenance Co-ordinator. All members operating air conditioners are responsible for ensuring that doing so does not interfere unduly (i.e. excessive noise, excessive water dripping) with their neighbours.

- g) Members may install other additional appliances without consulting the Co-op, provided no structural alterations are required to do so. If structural alterations are required, they must be approved, in advance, by the Maintenance Co-ordinator in accordance with Article 6 of this By-law.

3.4 WINDOWS AND SCREENS

The Co-op is responsible for the replacement of all broken windows and torn screens. The Member will be charged for the cost of such repair if the damage is judged to be the Member's fault.

3.5 PEST CONTROL

- 8) In the event of a pest-control problem in the building, the Co-op will have the right to order extermination services carried out in the whole building. Members have the right to select the method of extermination in their units, however members have an obligation to make reasonable efforts to participate in extermination efforts.
- b) Members shall be required to prepare their Units for extermination services, unless they are physically incapable, in which case they may request assistance from the Co-op.

1.6 LOCKS

- a) The Co-op will maintain all locks on entrance doors to the building and individual Units.
- b) Members may not alter the locking system of their Unit without the written permission of the Co-op.
- c) If a lock is changed or added, a copy of the key must immediately be delivered to the Co-op's Office.

3.7 HAZARDS

- a) Members are not permitted to store highly flammable substances or materials within their Units.
- b) Fire Equipment (including smoke detectors, horns, heat detectors and sprinklers) installed by the Co-op may not be painted, disconnected or removed.

3.8 UNIT INSPECTIONS

A) MOVE-OUT INSPECTIONS

- 1) On receipt of proper notice of a Member's intention to vacate, the Co-op will carry out an inspection of that Member's Unit.
- 2) On completion of the inspection, the Co-op will provide the Member with a list of repairs, if any, required to bring the Unit up to a condition which, in the opinion of the Co-op, is acceptable.
- 3) a) Where a Member is responsible for repairs, a follow-up inspection to ensure that the repairs have been completed will take place not less than thirty days after the list is delivered.
b) If the repairs have not been completed, the Co-op will arrange for the work to be done and the Member will be liable for the expenses incurred.

B) MOVE-IN INSPECTIONS

When a Member takes possession of a unit, a Unit Inspection will be carried out by the Co-op in the presence of the Member. A report on the condition of the Unit will be signed by both the Member and the Inspector(s) and action taken as stated in the report.

C) ANNUAL INSPECTIONS

- 1) The Co-op will carry out a maintenance inspection of all Units annually.
- 2) The Co-op will give two weeks' notice of the inspection. The exact date and time will be mutually agreed upon by the Co-op and the Member. If agreement is not forthcoming within a reasonable time, the Co-op shall exercise its right to enter the unit under the provisions of the Occupancy By-law. In any case, the Member need not be present when the inspection is carried out.
- 3) On completion of the inspection, the Co-op will provide the Member with a list of repairs, if any, required to bring the Unit up to a condition which, in the opinion of the Co-op, is acceptable.

- 4) a) Where a Member is responsible for repairs, a follow-up inspection will take place not less than thirty days after the list is delivered to ensure that the repairs have been completed.
- b) If the repairs have not been completed , the Co-op will arrange for the work to be done and the Member will be liable for the expenses incurred.

ARTICLE 4: Interior Common Elements

1.7 GENERAL

- a) The Co-op is responsible for the routine maintenance, repair and periodic redecorating of all interior common areas, including but not limited to lobbies, corridors, offices, laundry room, and maintenance workshop. Individual members will not paint, paper or decorate in any fashion any common area of the Co-op.
- b) The Co-op will carry out an annual maintenance inspection of all interior common elements.
- c) The Co-op is responsible for maintaining and servicing all common mechanical systems and equipment.
- d) The Co-op is responsible for relamping lights in the common areas.
- e) The Co-op is responsible for regular testing of all safety systems.
- f) Members must not permit anything to block fire exits, stairs and corridors or public thoroughfares.
- g) Members must not leave any personal items (such as shoes, mats, strollers, etc.) in the common areas.

4.2 GARBAGE

- a) i) Members must place garbage into the chutes provided.
- ii) No boxes or other large items which may block chute may be placed into the chute. The Co-op shall be responsible to provide an alternative means of disposal for these items.

- iii) All garbage must be in securely tied bags. No garbage may be left in hallways, ground level backyard/areas or in garbage chute rooms. Members may only use the garbage chutes between 7:00 a.m. and 10:00 p.m.
- b) Paper products (newspapers, magazines etc) must be placed in the recycling chute in the disposal room on the main floor. They may not be placed in the garbage chute.
- c) Glass and metal recyclable material must be placed in the recycling chute in the disposal room on the main floor. They may not be placed in the garbage chute.
- d) Items such as unwanted furniture must be disposed of in the area set aside for this purpose by the Co-op. Prior arrangements must be made with staff or the on-call person for storage prior to a special pick-up. No items can be left outside.
- e) The Co-op shall be responsible for the regular cleaning and spraying of the garbage room, chute and collection bins.

4.3 MECHANICAL AND ELECTRICAL SYSTEMS

- a) The Co-op is responsible for the routine maintenance and repair of mechanical and electrical systems to ensure their effective and proper functioning.
- b) Members must report any mechanical or electrical problems to the Co-op as soon as detected.
- c) Any alterations or additions to electrical circuits by a Member must have been approved in advance by the Maintenance Co-ordinator.
- d) Members must not cause electrical circuits to be overloaded.
- e) Members must not cause plumbing fixtures or drains to be blocked or damaged in any way.

ARTICLE 5: Exterior Maintenance

5.1 BUILDINGS

- a) The Co-op is responsible for the routine maintenance, repair and improvement of the exterior of the building.

- b) The Co-op will carry out an annual maintenance inspection of the building's exterior and the outdoor common areas.
- c) The Co-op is responsible for all exterior painting.
- d) The Co-op is responsible for periodically cleaning the exterior of all windows of the building. Members are expected to co-operate when cleaning is scheduled.

5.2 GROUNDS

- a) The Co-op is responsible for the following:
 - i) Routine Maintenance of lawns and trees;
 - ii) Routine maintenance and improvement of driveways, steps and walkways, including repair and resurfacing of pavement, cleaning and sweeping;
 - iii) Removal of litter from common-areas;
 - iv) Maintenance of exterior drains;
 - v) Routine maintenance, repair and replacement of exterior common area lighting, including periodic relamping;
 - vi) Regular removal of snow and ice and de-icing of walkways, steps and driveways;
 - vii) Painting and staining of fences and gates;
 - viii) Repair of damaged fences. The cost of the repair will be charged to the Member if the damage was caused by negligence or abuse.
- b) Members with private yards are responsible for the following:
 - i) The reasonable maintenance and orderly appearance of their private yards. Members must not allow garbage to accumulate in yards.
 - ii) Obtaining the prior written approval of the Maintenance Co-ordinator prior to erecting any structure in their private yard.
- c) Maintenance of exterior faucets in the private yards is the responsibility of the Co-op.

ARTICLE 6: Damage and Maintenance Charges

- 6.1 The Co-op may charge any Member for all or any costs resulting from the repair or replacement of Co-op property where such repair or replacement is necessitated by removal, undue wear and tear, or damage caused negligently or willfully by the Member. Such costs shall include the actual cost of labour and materials plus the Co-op's administrative costs charged at ten per cent (10%) of the labour and materials costs.

ARTICLE 7: Improvements by Members

- 7.1. Members will be responsible for the cost of improvements and alterations to their Units unless the improvements or alterations are undertaken at the initiative of the Co-op. Under no circumstances will Members be entitled to compensation for improvements carried out at their own initiative.
- 7.2. Fixtures in place are the property of the Co-op. Members may, on a temporary basis, replace Co-op-owned fixtures with their own. but are responsible for storing the original fixtures within their Units and replacing them, in good condition, before they vacate the Unit.
- 7.3 Major structural changes such as removing or adding walls, or installing additional plumbing, must receive prior written approval of the Maintenance Co-ordinator and must meet all applicable building codes and By-laws.
- 7.4 Permanent improvements and alterations, including the installation of wall coverings such as tiles and panelling and built-in furniture, must receive the prior written approval of the Maintenance Committee. When reviewing requests, the Committee will consider the future marketability of the Unit.
- 1.8The Maintenance Committee, in conjunction with the Maintenance Co-ordinator, may set standards of design, materials and workmanship for improvements. It shall be the responsibility of Members carrying out such improvements to meet these standards.
- 7.6 If Members undertake any alteration or improvement without the approval of the Maintenance Committee, such Members may be required to restore the Unit to its previous condition at their expense.

7.7 The Maintenance Committee may require a Member to pay a deposit to the Co-op prior to undertaking any improvements. Such deposit would be returned to the Member upon satisfactory completion of the work.

ARTICLE 8: Reimbursement for Expenditures by Members

8.1 The Co-op will reimburse Members for maintenance-related expenditures which they have made only if they have received the prior approval of the Co-op for the expenditures. Receipts must be provided.

ARTICLE 9: Tools and Equipment

9.1 Maintenance tools and supplies owned by the Co-op may not be borrowed or used by Members for their own use.

9.2 The Maintenance Co-ordinator will determine from time to time what Co-op equipment, if any, may be loaned to Members and on what terms.

9.3 Members will be responsible for loss of or damage to any equipment borrowed from the Co-op while in their custody, however caused.

Approved by Board: January 3, 2002

Approved by Members: January 23, 2002



By-law No. 26, Consolidated Maintenance and Improvement By-law

**SCHEDULE 1
Appliance Installation**

GENERAL NOTES:

1. All work to be performed by licensed contractors approved by the Co-op.
2. Plumbing permit to be obtained before work is started. Hydro inspection required.
3. Washer, dishwasher and dryer installations to be limited to ground floor (south wing) and first floor (north wing).
4. The Member in whose Unit a washer and dryer is installed shall be responsible for all maintenance with respect to the installation (e.g. leaks or plugged drains).

INSTALLATION SPECIFICATIONS:

WASHER

1. Shut-off valves for hot and cold water lines to be installed.
2. Check valves to be installed in hot and cold water lines close to washer.
3. Separate electrical circuit (120 v.) to washer.
4. A rubber mat covering the parquet floor to be installed extending one foot beyond the machines.

DRYER

1. Exhaust fan (with lint trap) to be installed such that fan starts when dryer turned on.
2. Install each damper in duct between kitchen exhaust fan and connection to dryer exhaust duct.
3. Provide separate 200-220 v. circuit for dryer.
4. All connections to dryer exhaust to be of flexible 4" tubing.
5. Exhaust ducts connected to dryer shall be independent of other exhaust ducts as per the Ontario Building Code.