

Maintenance, Repairs and Improvements By-Law

Approved by the Maintenance Committee: September 15, 1981

Passed by the Board of Directors: May 12, 1982

Confirmed by the General Members: February 22, 1983

Passed (as Amended) by the Board of Directors: May 31, 2004

Confirmed (as Amended) by the General Members: October 21, 2004

Article 1:	Policy Statement	3
Article 2:	General Maintenance	3
Article 3:	Unit Maintenance.....	3
3.1	Decorating.....	3
3.2	Windows	5
3.3	Floors	5
3.4	Appliances.....	5
3.5	Fixtures	6
3.6	Pest Control.....	6
3.7	Locks.....	6
3.8	Hazards	6
3.9	Move-In.....	6
3.10	Move-Outs	6
Article 4:	Common Area Maintenance	7
4.1	Interior.....	7
4.2	Garbage	7
4.3	Mechanical and Electrical System	8
4.4	Lockers and Basement Storage Areas.....	8
4.5	Exteriors	8
4.6	Damage and Maintenance Charges.....	9
4.7	Improvement By Members	9
4.8	Inspections	9
4.9	Tools and Equipment	10
4.10	Reimbursement for Expenditures by Members	10

Article 1: Policy Statement

The purpose of this policy statement is:

1. To set out the respective responsibilities of the Members and the Co-operative for the maintenance, repair, and improvement of Co-operative property;
2. To establish regulations concerning allowable alterations within individual units

This statement does not address the organizational policies and procedures of the Maintenance Committee.

Article 2: General Maintenance

1. The Co-operative is responsible for the routine maintenance and repair of the building interiors and exteriors in order to:
 - a. Ensure the comfort, health and safety of members;
 - b. Protect the value of the physical plant and extend its useful life;
 - c. Maintain the structural integrity of the buildings;
 - d. Conserve energy and other resources;
 - e. Enhance the appearance of Co-operative property.
2. Members are responsible for maintaining the ordinary cleanliness of their units, grounds and the common areas of their buildings; assisting with minor maintenance and occasional maintenance projects; decorating and carrying out improvements in their units; reporting structural deficiencies (plumbing leaks, electrical problems, etc.); and carrying out repairs necessitated by their, the Member's, damage or neglect.
3. In this document 'Maintenance' is defined as, maintenance committee, co-ordinator, or designated sub-ordinate approved by the Board.
4. Members may apply to the Board of Directors to be exempted from common area and exterior maintenance for reasons of physical limitations. In these cases, the Board may delegate these duties to other members of the co-operative when hardship is caused to the members in question. No member, however, may be exempted from unit maintenance responsibilities set out under this policy.

Article 3: Unit Maintenance

3.1 Decorating

1. Members are required to paint their own units.
2. The Co-operative will supply sufficient light/neutral-tint based paint to repaint units upon new member possession and once every four years after. Requests before this time period should be submitted to the Board.

- a. This allowance may be claimed in instalments if the whole unit is not painted at one time. Maintenance shall determine the allotments from time to time.
 - b. If Members wish to paint in deep tint/colours other than those approved then the Members are responsible for difference in paint cost.
 - c. If colour other than light/ neutral-tint based is used, the Member assumes responsibility for the cost of painting the unit with primer paint when the Member moves out.
 - d. Members who are unable to paint their units due to physical limitations may apply to Board for assistance.
 - e. Latex paint is to be used throughout the unit, either eggshell or semi gloss. High gloss latex may be used in the bathroom and kitchen and for the trim (if previously painted, see # 5 below).
3. Requests for paint should be directed to Maintenance, A purchase order will be issued in compliance with current co-op practices. Members who wish to purchase paint themselves, and be reimbursed may do so only after having obtained prior approval from maintenance, and only up to the quantity and value set by maintenance. Receipts must be provided.
 4. Painting equipment and supplies must be supplied by members at their own expense.
 5. Only previously painted woodwork maybe painted.
 6. Walls should be washed and properly prepared before painting.
 7. Switch and plug covers must be removed and all non-removable hardware, controls and fixtures masked before painting.
 8. Members are expected to take due care when painting. Drop cloths or similar protective coverings must be used.
 9. The Co-operative will not contribute to the cost of wallpaper. All wallpaper must be dry-strippable, and removed at the member's expense upon move-out. Annual inspections will document which units have wallpaper, and who is responsible for said wallpaper.
 10. Other wall finishes such as cloth, tiles, mirrors, etc., may be used only if their application or subsequent removal will not damage the wall surface. Any damage caused by their application, or subsequent removal, must be corrected by the member at his or her own expense before the unit is vacated.
 11. The use of stucco or textured paint is not permitted.
 12. Members are responsible to correct any damage to walls and ceilings by picture hanging devices, ceiling hangers, etc.
 13. Members wishing to paint their basements must do so at their own expense.

14. Maintenance may, in cases of extreme deterioration of wall and/or ceiling surfaces, make exceptions to the above policies regarding wall and ceiling finishes.
15. Any plaster or wall repair initiated by maintenance will be finished to prime. In cases of minor repairs, members will be responsible to sand, and finish/repaint. In cases of major repair work, the Board will decide.

3.2 Windows

1. Members are responsible for the cleaning and maintenance of all windows and screens.
2. The Co-operative is responsible for the replacement/repair of all broken windows and screens. Members will be charged for the cost of replacement/repair if caused by the Member's negligence.

3.3 Floors

1. Members are expected to clean hardwood floors and to clean and re-wax vinyl and vinyl asbestos type floors periodically.
2. In units where the co-op has installed carpeting the member is expected to vacuum regularly and to steam clean the carpeting once a year.
3. Floor coverings or carpet installed by Members must be installed in such a way as not to cause permanent damage to the floors or walls. Rubber-backed area rugs and carpet underlay must be installed with additional underlay material to protect floors from damage.
4. Maintenance will budget for the sanding and refinishing of floors. Floors in living room, dining room and hallway will be strip hardwood, bedrooms in parquet, kitchen and bathroom in vinyl tile. Members may upgrade flooring in kitchen or bathrooms at their own expense with prior approval of the Board.

3.4 Appliances

1. Appliances and their accessories belonging to the Co-operative may not be removed from a unit without the prior permission of Maintenance.
2. The Co-operative is responsible for maintaining kitchen appliances in good working order and replacing them as necessary. The member is responsible for any repair or replacement necessitated by neglect or abuse by the member.
3. Members are required to regularly clean the interior and exterior of their refrigerators and their stoves in accordance with the recommendation of the manufacturer. At the Member's expense the Co-operative will repair damage to any appliance, which is caused by the failure of a member to carry out these responsibilities.
4. Members must clean all appliances before vacating units.

3.5 Fixtures

1. No doors, cupboards, hardware or other fixtures may be replaced or removed without the permission of the Board. Members who do not comply will be responsible for the cost of replacement and installation.

3.6 Pest Control

1. The Co-operative is responsible for controlling pests in units and common areas.
2. Members are required to co-operate with the Co-operative's pest control policy.
3. Members must report any suspected pest problems, in their units, garages or storage areas to Maintenance.

3.7 Locks

1. Locks will automatically be changed when members move into a unit.
2. Any entrance locks to be added or changed must be done by the Co-operative's proscribed contracted locksmith; a copy of the key must immediately be delivered to the Co-op office.
 - a. Except in cases of damaged and/or faulty locks, move in or move out, the cost to change the locks will be the responsibility of Members (e.g. lost keys),
 - b. The Board, to determine whether the Member or the Co-operative is liable, will review all costs resulting from emergency service by the locksmith.

3.8 Hazards

1. Members are not permitted to store highly flammable substances within their unit, basements or lockers.
2. Smoke detectors and carbon monoxide detectors installed by the Co-operative may not be disconnected, removed or painted.
3. Foreign objects or fuses in excess or recommended amperage may not be installed in unit fuse panels.

3.9 Move-In

1. As soon as possible after the Move-In the Co-operative, in the presence of the new Member taking possession of the unit, will carry out a unit inspection. Both the new Member and the Co-operative will sign a report on the condition of the unit; both will retain a copy of the report.

3.10 Move-Outs

1. Upon a member giving 65 days notice of move-out, the Co-operative will carry out an inspection of that member's unit.

2. On completion of the inspection, the Co-operative will provide the member with a list of repairs required (if any) to bring the unit up to a condition, which, in the opinion of the Co-operative is reasonable.
3. Where a member is responsible for repairs, a follow-up inspection will take place before the member moves out to ensure that the repairs have been completed. If the repairs have not been completed, the Co-operative will arrange for the work to be done and the member will be liable for the expense incurred.
4. In exceptional circumstances, the Board of Directors at the departing member's expense may authorize the formation of a work committee or the hiring of a cleaner in cases where a unit is vacated and left in an unacceptable condition.
5. If a maintenance deposit is in place, the deposit may be applied against the costs of repair and/or cleaning.
6. Money on deposit will not be refunded until after the Co-operative has received vacant possession of the unit in acceptable condition.
7. Upon Move-Out unit must be left vacant, free and clear of any articles. (Refer to maintenance, Repairs and Improvements By-Law 4.2)
 - a. Any cost for the removal and disposal of that which is left behind is responsibility of outgoing Member.
 - b. Failure to pay charges will be reported to credit bureau and Members will not be granted "Member in good standing" status.

Article 4: Common Area Maintenance

4.1 Interior

1. Unless the Board of Directors has made other arrangements, the occupants of each building are responsible for the cleanliness and re-lamping of the common areas of the building of which the occupant's unit is a part. In addition, in buildings other than Kew Park Mansions and Willow Court, occupants are responsible for periodically redecorating the common areas of their buildings with materials supplied by the Co-operative.
2. Members must not permit anything to block fire exits, stairwells, corridors or any common areas.

4.2 Garbage

1. Garbage removal is the responsibility of individual Co-operative Members.
 - a. Garbage must be securely bundled and left in assigned areas only.
 - b. No garbage may be left in hallways or stairwells, or any common area.
2. Newspapers and other recyclable materials are prohibited from being stockpiled in units, storage areas, garages, common areas or balconies, and are to be placed for collection according to city regulations.

3. The disposal of large items (e.g. unwanted furniture) and any incurred cost is the responsibility of individual members.

4.3 Mechanical and Electrical System

1. The Co-operative is responsible for the routine maintenance, and repair of replacement of mechanical and electrical systems to ensure their full functioning.
2. Members must report any mechanical or electrical problem(s) (including leaky faucets) to the Co-operative as soon as detected.
3. Members must receive prior approval from Maintenance for alterations or additions to electrical circuits.
4. Members must not cause electrical circuits to be overloaded.
5. Members must not cause plumbing fixtures or drains to be blocked or damaged in any way.

4.4 Lockers and Basement Storage Areas

1. Members will be responsible for maintaining and ordinary cleanliness of the basement area of the buildings in which they reside. Paint and other flammable materials must be stored in a safe manner away from boiler rooms, furnaces and water heaters.
2. The Co-operative is not responsible for loss or damage to Member's possessions stored in lockers or basements.

4.5 Exteriors

1. The Co-operative is responsible for the routine maintenance, repair and improvement of the exterior of all buildings.
2. The Co-operative is responsible for the refinishing of all exterior wood trim, porches, metal work, stucco, etc., though members may, from time to time, be asked to take responsibility for such work.
3. The Co-operative is responsible for the routine maintenance and repair of driveways, walkways and steps.
4. Members are responsible for all exterior window cleaning.
5. Members are responsible for the maintenance of all exterior common areas and must not allow refuse, garbage or other debris to accumulate in or around the buildings, yards or passageways.
6. Unless the Board of Directors has made other arrangements, members are jointly responsible for regularly clearing snow and ice from, and sand/salt required, walkways, steps and porches of the buildings they occupy. If members do not fulfill this responsibility, the Co-operative may arrange to have the areas cleared and may charge the members for the cost of the service. Members will be responsible for any fines levied by the city to their property.

4.6 Damage and Maintenance Charges

1. The Co-operative may charge any member for all/any cost(s) resulting from the repair/replacement of Co-operative property where such repair/replacement is necessitated by undue wear and tear, damage or removal caused wilfully or negligently by the Member. Such costs will include the actual cost of labour and materials.
2. Any charges incurred will be levied to the member's account.

4.7 Improvement By Members

1. Fixtures in place are the property of the Co-operative and may not be removed or replaced without permission of Maintenance.
2. The member may not remove fixtures that have been installed at the member's expense, unless the original fixtures are replaced in the same condition as when removed.
3. Major structural changes such as removing or adding walls, installing additional plumbing, etc., must receive the prior written approval of Maintenance and must meet all the applicable building codes and by-laws.
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 Maintenance.
5. Maintenance may, from time to time, set standards of design, materials, or workmanship for improvements which members carrying out such improvements must meet.
6. If a member undertakes any alteration or improvement listed above without the approval of Maintenance, the member may be required to restore the unit to its prior condition at his or her expense.
7. Maintenance may require members to pay a deposit to the Co-operative prior to the undertaking of any improvements. Such deposit would be returned to the member upon satisfactory completion of the work.

4.8 Inspections

1. The Co-operative will carry out an annual maintenance inspection of all units and building exteriors and common areas.
2. Members will be given a minimum of one week's notice of the unit inspection.
3. Following the inspection, the member will be given a list of the repairs required and a date for a follow-up inspection will be set.
4. If the member fails to carry out the necessary repairs, Maintenance will arrange for the work to be completed and the member will be liable for the expenses incurred.

4.9 Tools and Equipment

1. Maintenance will determine from time to time what Co-operative owned equipment, if any, may be loaned to members and on what terms.
2. Members will be responsible for the loss of, or damage to, any equipment borrowed from the Co-operative, however caused.
3. Tools and equipment will not be loaned to non-Co-operative members.

4.10 Reimbursement for Expenditures by Members

1. The Co-operative will reimburse members for maintenance related expenditures that they have made only if they have received the prior approval of Maintenance for the expenditure. Receipts must be provided.