

BIRCHWOOD MEADOW HOUSING CO-OPERATIVE INC.

BY-LAW NO. 10

MAINTENANCE AND IMPROVEMENTS BY-LAW

Preamble

The purpose of this by-law is:

- To set out the respective responsibilities of the members and the co-op for the maintenance, repair and improvement of co-op property;
- To establish guidelines concerning what repairs and improvements members may undertake within their individual units;

The by-law does not deal with all maintenance-related procedures that will be needed to implement the by-law. The Board of Directors (in consultation with the co-op Staff) is responsible for putting in place such procedures.

This by-law shall be read in conjunction with Article 5.09 and all other relevant articles of By-law No. 6 (Occupancy By-law).

ARTICLE 1

1.01 GENERAL

- a) The co-op is generally responsible for the routine maintenance, repair and improvement of the building interior, exterior and grounds in order to:
 - i) Ensure that the building is structurally sound, safe and secure;
 - ii) Provide property-related services and facilities to meet the needs of the members;
 - iii) Keep mechanical systems and appliances in good working order;
 - iv) Maintain and enhance the attractive appearance of the property;
- b) Nothing in this paragraph shall be interpreted as limiting the member's responsibility for upkeep and repair as defined below or in Article 5.09 of the Occupancy By-law.
- c) Members are generally responsible for the upkeep and cleaning of their units including;
 - i) Carrying out minor repairs;
 - ii) Reporting maintenance problems to the co-op promptly;
- d) Members will be responsible for any costs resulting from repair or replacement of co-op property which is necessitated by:
 - i) The removal by the member of co-op owned property or equipment
 - ii) Undue wear and tear caused by the member;
 - iii) Damage caused willfully or through negligence by the member;
 - iv) Damage caused by the member's failure to follow directions issued in regards to condensation build-up in the

unit (ie: hanging of clothing in the unit to dry; failure to use exhaust fans for the required period of time etc.);

- v) Members will be responsible for any costs incurred by the co-op in performing any of the responsibilities noted in the Move-Out Inspection if the unit is not left in a condition acceptable to the Co-op under the terms of this by-law and Article 5.09 of the Occupancy By-law.

ARTICLE 2

UNITS

2.01

DECORATING

- a) When members wish to repaint their units, they will be responsible for carrying out the work and providing all paint required. The co-op will not require members to repaint their units unless repainting is necessary because of undue wear and tear.
- b) Members who are purchasing their own paint are expected to use reasonable discretion when choosing a paint colour. If a dark colour is used, the cost of extra coats of paint required when repainting will be charged back to the member. Under no circumstances are Members to use oil based paint in their units.
- c) Only surfaces previously painted may be painted.
- d) Members are expected to take due care when painting. A dropcloth must be used at all times and will be supplied by the Co-op when requested in advance. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. must be masked before painting.
- e) All wallpaper must be dry-strippable and must be removed when the member vacates the unit unless the member moving in has requested, in writing, that the wallpaper be left in place. Any damage caused by the application or removal of wallpaper must be corrected by members at their own expense upon vacating the unit.
- f) Other wall finishes such as cloth, tiles, mirrors, etc. may be used only if their application will not damage the wall surface. Any damage caused by their application must be corrected by the members at their own expense before the unit is vacated. Any wall finish added to the unit by the member must be removed upon

move-out unless the member moving in has requested in writing that the wall surface be left as is.

- g) Texture spray, stucco or textured paint may not be applied to any wall or ceiling, except with prior written permission of the Co-op. When the member vacates the unit, any expense incurred by the Co-op in returning the unit to its original condition will be deducted from the member's Member Deposit.

2.02 FLOORS

Members are expected, on a regular basis, to clean and maintain existing floor coverings. Shampooing of carpets are the member's responsibility as part of normal household maintenance.

2.03 APPLIANCES

- a) Co-op owned appliances and their accessories belonging to the co-op may not be removed 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.
- c) Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and 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 or otherwise caused by the member's neglect or abuse will be repaired by the co-op at the member's expense.

Failure to keep the stove-top and oven in an acceptable level of cleanliness will be considered a fire hazard.

- d) Members may install 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 Co-op in accordance with paragraph 5 below.

2.04 WINDOWS AND SCREENS

The Member is responsible for the replacement of all broken windows and torn screens unless it is found that the Member, residents of their household, guests or pets were not responsible for causing the damage.

2.05 PEST CONTROL

- a) In the event of a serious pest control problem in the building, the Co-op will have the right to take such pest control measures as it considers necessary to deal with the problem. When determining what measures to take, the co-op will have regard for the health of members.
- b) Exemptions to the general requirement that chemical pesticides be used in units will be allowed to members who obtain a letter from a doctor confirming an allergy or a susceptibility to these products. Members who are exempted from the use of chemical pesticides will be required to co-operate with the implementation of an alternative method of pest control recommended by the co-op's exterminator. Such exemptions will only apply to the member's unit, and not to common areas of the building or grounds unless the use of pesticides are restricted by Provincial or Municipal By-Laws.

2.06 LOCKS

- a) The co-op will maintain all original locks on entrance doors to common buildings and individual units.
- b) Members may not alter the locking systems of their unit without the written permission of the Board of Directors.
- c) If a lock is changed or added, in accordance with paragraph (b) above, a copy of the key must immediately be delivered to the co-op office.

2.07 HAZARDS

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

- b) Smoke detectors installed by the co-op may not be painted, disconnected or removed. Heat sensors and horns must not be painted or tampered with.
- c) Members must not cause electrical circuits to be overloaded.
- d) Members must not make any changes to the electrical components in their units without written permission of the Board of Directors and then work must be completed by a licensed electrician.
- e) Barbecues may be used on co-op balconies only if municipal by-laws allow for their use. The use of propane tanks is governed by Provincial and Municipal fire codes. Charcoal brickettes cannot be used within the confines of the building.
- f) No natural Christmas trees will be permitted in the units or in the common areas.

2.08

MOVE-OUT/MOVE-IN INSPECTIONS

- a) Subsequent to receipt of 70 days notice from a member of their intention to vacate, the co-op will carry out an inspection of that member's unit, according to procedures established by the Board of Directors
- b) On completion of the inspection, the co-op 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-op, is acceptable.
- c) Where a member is responsible for repairs, a follow-up inspection will take place upon or prior to move-out to ensure that the repairs have been completed. If they have not been completed, or if they have not been completed to a satisfactory standard, the co-op will arrange for the work to be done and the member will be charged for the expenses incurred.
- d) The Member deposit may be applied against the costs of repairs or cleaning resulting from the application of paragraphs "a", "b", and "c" above. Members will be responsible for all tasks listed in the Move-Out Inspection as being their responsibility. Members have the right to appeal this list to the Board of Directors.
- e) Money on deposit will not be refunded until after the co-op has received vacant possession of the unit and reviewed the relevant

inspection reports in order to determine if any outstanding obligations remain.

- f) On move-in, a unit inspection will be carried out by the co-op in the presence of the new member. A report on the condition of the unit will be signed by both the new member and the co-op.

2.09 ANNUAL UNIT INSPECTIONS

- a) As part of the preventive maintenance program, the Co-op will carry out an annual inspection of all units to identify present and possible future maintenance problems.
- b) The Co-op will be responsible for giving each household at least one week's advance notice of the inspection.
- c) Following the inspection, the member will be given a list of the repairs (if any) required and a date for the follow-up inspection will be set. If the member fails to carry out the necessary repairs, the Co-op will arrange for the work to be completed and the member will be charged for the expenses incurred. Such charges, if not paid by the member within thirty (30) days shall be deemed to be arrears as defined in the Arrears By-Law, and all terms of the Arrears By-Law and procedures established by the Board under the authority of the Arrears By-Law shall apply.

3.01 INTERIOR COMMON ELEMENTS

General

- a) The Co-op is responsible for the routine maintenance, repair and periodic redecorating of all interior common areas (including offices, laundry room, maintenance workshop, meeting rooms, etc.)
- 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 (e.g. laundry room, appliances, etc.).
- d) The Co-op is responsible relamping lights in the common areas.

- e) The Co-op is responsible for regular testing of all safety systems.

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 functioning.
- b) Members are responsible for reporting any mechanical or electrical problem (e.g. leaking faucets) to the Co-op as soon as detected.

4.01

EXTERIOR MAINTENANCE

Buildings

- a) The Co-op is responsible for the routine maintenance, repair, and improvement of the exterior of the buildings (e.g. roofing, masonry, windows, light fixtures, etc.) and the relamping of all exterior lights.
- b) The Co-op will carry out an annual maintenance inspection of the exterior and common areas of the buildings.
- c) The Co-op is responsible for all exterior painting.
- d) Members are responsible for periodically cleaning the exterior of their balcony windows and all interior windows.

Grounds

- a) Co-op's Responsibilities

The Co-op is responsible for the following common area grounds maintenance:

- Routine maintenance of lawns and trees;
- Routine maintenance and improvement of roadways, and common walkways, including repair and resurfacing of pavement, cleaning and sweeping;
- Removal of litter from common lawns, common walkways, roadways and play areas;

- Maintenance of exterior drains;
- Routine maintenance, repair and replacement of exterior common area lighting, including periodic relamping;
- Regular removal of snow and ice and sanding of common walkways and roadways;
- Painting and staining of balconies and exterior stairways (to be done solely by the Co-op in order to maintain a uniform appearance);
- Repair of damaged balconies and exterior stairways. (The cost of repair will be charged to the Member if the damage was caused by neglect or abuse)

b) **Members Responsibilities**

- Members are responsible for the reasonable maintenance and orderly appearance of their balconies and exterior stairways. Under no circumstances are clothing items to be hung over the balconies. Balconies are not to be used as storage areas and beer cases and/or garbage, boxes, or other large items should not be stored on the balconies.
- Members must receive the prior, written approval of the Board of Directors to erect any structure (e.g. storage box) on their balconies.
- During winter months Members on the ground floor are required to use the main entrance to their unit. If they choose to enter or leave (or have guests enter or leave) their unit by way of the balcony, they assume all responsibility for removing ice and snow from the balcony, steps and walkway of their own unit.

Garbage

Members must place garbage in the garbage chutes or in the main bin provided in the first floor garbage room. All garbage must be in securely tied bags capable of fitting in the garbage chutes. Garbage cannot be left on the floor in the refuge rooms. The time frame for depositing garbage in the chutes are posted on each floor.

5.01 IMPROVEMENTS BY MEMBERS

- a) Members must receive the prior written approval of the Co-op before undertaking any alteration to their units or balconies or exterior stairways which:
 - Involves structural changes (e.g. removing walls);
 - Requires a building, electrical or other permit (e.g. plumbing or electrical alterations);
 - Is to be left in place permanently (e.g. built-in bookcase);
 - Involves changes in the equipment in the unit (e.g. replacement of stove);
 - Alters the division of space in the unit.
- b) Application must be made to the *Co-op* and all requests concerning the proposed alteration must be approved.
- c) The *Co-op* is authorized, in accordance with the terms of this By-Law, to approve or reject requests and to attach such conditions to approved requests as it considers appropriate. Members may appeal to the Board of Directors if their request is turned down.
- d) The *Co-op* will establish guidelines to use when reviewing requests. These guidelines will be designed to ensure that any alteration undertaken is safe, meets all applicable codes and regulations, does not adversely affect the future marketability of the unit, will be of an acceptable quality and, generally, is in the interests of the Co-op.
- e) If the *Co-op* finds it necessary to employ the services of a consultant in order to determine whether an improvement request should be approved, the member will be responsible for reimbursing the Co-op for any consultants' fees or other expenses incurred. (The member will be advised of the costs and asked whether the consultant should be employed.)
- f) The *Co-op* will require a member to pay a deposit to the Co-op prior to undertaking an improvement. The deposit may be held pending and returned following satisfactory completion of the work or, in the case of a temporary but major alteration, it may be held by the Co-op until the unit has been restored to its original condition.

- g) Members are responsible for obtaining and paying for the cost of any permits required by the local municipality. The *Co-op* must be provided with a photocopy of any permit received.
- h) The *Co-op* may, from time to time, set standards of design, materials and quality of work for improvements which members carrying out such improvements must meet.
- i) Members will not be compensated for the cost of improvements to their units unless the improvements are undertaken at the initiative of the *Co-op*.
- j) 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 move-out.
- k) If a member undertakes any alteration listed above without the prior written approval of the *Co-op*, or if, at the time of final inspection, the work is judged to be unsatisfactory, the member may be required to restore the unit to its previous condition at the member's own expense.

6.01

REIMBURSEMENT FOR EXPENDITURES BY MEMBERS

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

7.01


TOOLS AND EQUIPMENT

- a) Maintenance tools and supplies owned by the *Co-op* may not normally be borrowed or used by members for their own use.
- b) The *Co-op* will determine, from time to time, what *Co-op* equipment or tools and supplies, if any, 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* while in their custody, however caused.

MAINTENACE AND
IMPROVEMENT BY-LAW14

PASSED by the Board of Directors and sealed with the Corporate Seal of the
Co-operative this 11th day of September, 2002.


Vice-President


Secretary