

## Maintenance and Improvements

The purpose of this policy 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 policy does not deal with the maintenance-related procedures that will be used to carry out the policy. The Maintenance Committee (in consultation with the Board and Co-op staff) is responsible for putting in place such procedures.

### 1. General

- I. The Co-op is generally responsible for the routine maintenance, repair and improvement of the building's interior and grounds to:
  - a. ensure that buildings are structurally sound, safe, and secure
  - b. provide property-related services and facilities to meet the needs of the members
  - c. keep mechanical systems and appliances in good working order
  - d. maintain and enhance the attractive appearance of the property.
- II. Members are generally responsible for the upkeep and cleaning of their units, including:
  - carrying out minor repairs
  - reporting maintenance problems to the Co-op promptly
  - redecorating
  - where applicable, groundskeeping and general maintenance of yards.
- III. Members will be responsible for any costs resulting from repair or replacement of Co-op property which is required by:
  - the removal by the member of Co-op-owned property or equipment
  - undue wear and tear caused by the member
  - damage caused wilfully or through negligence by the member

## 2. Units

### I. Decorating

- a. When members wish to repaint their units, they will be responsible for carrying out the work, unless prevented from doing so by illness, age, or disability. 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 painting will be deducted from the Member Deposit when the member moves out.
- c. Painting equipment and supplies, e.g., brushes, rollers, thinner, and drop cloths must be supplied by the members at their own expense.
- d. Members are expected to take due care when painting. Drop cloths or similar protective coverings must be used. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc., must be masked.
- 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. The Co-op will not contribute to the cost of wallpaper.
- f. Other wall finishings such as cloth, tiles, mirrors, panelling, etc., may be used only if the application will not damage the wall surface. Any damage caused by their application must be corrected by the members at their expense before the unit is vacated.
- g. Texture spray, stucco, or textured paint, may not be applied to any wall or ceiling.
- h. Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices ceiling hangers, etc.

### II. Floors

- a. Members are expected, regularly, to clean and maintain hardwood, vinyl asbestos, and ceramic tile and carpet floor coverings.
- b. Carpets installed by members must be installed as not to cause permanent damage. Rubber backed carpeting and area rugs must have underlay.

### III. Appliances

- a. Co-op owned appliances and their accessories may not be removed, 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 to clean both the interior and exterior of their refrigerators and stoves regularly, according to the recommendations of the manufacturer. Damage to any appliance that is caused by the failure of a member to carry out their responsibilities or otherwise caused by the member's neglect or abuse will be repaired by the Co-op at the member's expense.
- d. Members may not install additional major appliances without consulting the Co-op. If structural alterations are required, they must be approved, in advance, by the Board of Directors.

### IV. 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.

### V. Pest Control

- a. In the event of a serious pest control problem in the buildings, 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. Such exemptions will only apply to the member's unit, and not to common areas of the building.

- c. Members must co-operate in the preparation of their units for the extermination services. If Members are incapable of preparing for extermination services, the Co-op will provide assistance.

## VI. Locks

- a. The Co-op will maintain all locks on entrance doors to the building and individual units.
- b. Members may not change or alter the entrance locks of their unit.
- c. If a second lock is changed or added, it must be keyed to conform to the Co-op master at the Member's expense.
- d. Existing non-conforming locks that were installed under previous provisions of this section will be modified, re-keyed or replaced at the co-op's expense.
- e. If a door lock or mailbox lock is changed at the request of a Member, the Member shall be responsible for the cost of changing the lock. Such cost to be determined by the co-op.
- f. All Members of the co-op will receive entrance keys to the high rise.
- g. Only co-op Members who have an underground parking spot or who require an underground key for co-op business will receive high security keys to the underground garage.
- h. A maximum of two free high-security keys will be given to each unit that has an under ground parking spot. Additional keys, at Member request, will be issued at a deposit charge of \$25.00 per key.
- i. Other high-security keys required by committees or individuals for co-op business will be issued at staff discretion.
- j. All high-security keys must be returned by Members upon moving out of the co-op. Keys not returned will be charged against the Member loan at a rate double the deposit charge of additional keys.

*Section VI. Locks: Amended at the General Members Meeting, May 8, 2000  
Section VI. Item h. & j. amended General Members Meeting, May 7, 2001*

page updated September 26, 2001

## VII. Hazards

- a. Members are not permitted to store highly flammable substances within their units.
- b. Smoke detectors installed by the Co-op may not be painted, disconnected, or removed.
- c. Members must not cause electrical circuits to be overloaded.

## VIII. Move-out/Move-in Inspections

- a. On receipt of 90 days' notice from a Member of intention to vacate, the Co-op will carry out an inspection of that Member's unit.
- 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 within 30 days to ensure that the repairs have been completed. If they have not been completed, the Co-op will arrange for the work to be done and the Member will be charged for the expenses incurred.
- d. The Member Loan may be applied against the costs of repairs or cleaning.
- e. Money on deposit will not be refunded until after the Co-op has received vacant possession of the unit.
- 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.

## IX. Annual Unit Inspections

- a. As part of the preventative maintenance program, the Co-op will carry out an annual inspection of all units to identify present and possible future and maintenance problems.
- b. The Co-op will be responsible for giving each household at least one week's advance notice of the inspection. The exact date and time will be mutually agreed upon by the Co-op and the Member.
- c. Following the inspection, the Member will be given a list of the repairs (if any) required and a date for a 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.

## 3. Interior Common Elements

### I. General

- a. The Co-op is responsible for the routine maintenance, repair, and the periodic redecorating of all interior common areas (including lobby, corridors, offices, laundry rooms, maintenance workshop, 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., elevator, appliances, etc.).
- d. The Co-op is responsible for replacing lights in the common areas.
- e. The Co-op is responsible for regular testing of all safety systems.
- f. Members must not allow anything to block fire exits, stairs, and corridors, or public thoroughfares.

## II. Garbage

- a. Apartment residents must place garbage in the chutes provided. No boxes or other large items that may block the chute may be disposed of in the chute. All garbage must be in securely tied bags and no garbage may be left in hallways or in garbage chute rooms. Members may only use the garbage chutes between 7:00 a.m. and 10:00 p.m.
- b. Newspapers and magazines should be bundled separately and left in the garbage bin provided. They must not be placed in the chute.
- c. Bottles must be placed in the garbage bin provided by the Co-op. They must not be disposed of in the garbage chutes.
- d. Large items, such as unwanted furniture, must be disposed of in the area set aside for this purpose by the Co-op.
- e. The Co-op is responsible for the regular cleaning and spraying of the garbage bins, chutes, and storage bins.
- f. Townhouse residents must place garbage in the garbage bins provided. Garbage must be contained in properly secure garbage bags.

## III. 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. Exterior Maintenance

### I. Buildings

- a. The Co-op is responsible for the routine maintenance, repair, and improvement of the buildings (e.g., roofing masonry, windows, light fixtures, etc.).
- 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 in townhouse units are responsible for periodically cleaning the exterior and interior of all windows.

## II. 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 driveways, steps, and walkways, including repair and resurfacing of pavement, cleaning and sweeping
- 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 parking lots and ramp
- repair of damaged fences. (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 yards and walkways leading to their units.
- Members must receive the prior written approval of the Board of Directors to build any structure (e.g., storage shed) in their yards.

## 5. Improvements by Members

I. Members must receive the prior written approval of the Co-op before undertaking any alteration to their units or private outdoor space 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., replacement of the stove)
- will affect the external appearance of the unit (e.g., building a storage shed)



- involves changes in the equipment in the unit (e.g., replacement of stove)
  - alters the division of space in the unit.
- II. Application must be made to the Board of Directors and all information requested concerning the proposed alteration must be provided.
- III. The Board of Directors is authorized, in accordance with the terms of this Policy, to approve or reject requests as it considers appropriate.
- IV. The Board of Directors will establish guidelines to use when reviewing requests. These guidelines will be designated 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.
- V. If the Board of Directors finds it necessary to employ the services of a consultant to determine whether an improvement request should be approved, the member submitting the request will be responsible for the costs involved. (The member will be advised of the costs and asked whether the consultant should be employed.)
- VI. The Board of Directors may require a member to pay a deposit to the Co-op before 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.
- VII. Members are responsible for obtaining and paying for the cost of any permits required by the local municipality. The Board of Directors must be provided with a photocopy of any permit received.
- VIII. The Board of Directors may occasionally set standards of design, materials and quality of work for improvements which members carrying out such progression must meet.
- IX. 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.
- X. Fixtures in place are the property of the Co-op. Members may temporarily 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.

- XI. If a member undertakes any alteration listed above without the prior written approval of the Board of Directors, or if, at the time of the final inspection the work is judged to be unsatisfactory, the member may be required to restore the unit to its previous condition at their own expense.

6. **Reimbursement for Expenditure by Members**

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.

7. **Tools and Equipment**

- a. The superintendent will occasionally determine what Co-op equipment, if any, may be loaned to members, and on what terms.
- b. Members will be responsible for loss of or damage to any equipment borrowed from the Co-op while in their custody, however caused.