

Maintenance, Improvements

And Fire Safety By-law

By-law #24

Passed by the Board of Directors February 25, 2019
Passed by the General Membership September 16, 2019

This By-law contains the rules by which Clintwood Non-Profit Housing Co-operative provides for the maintenance of buildings and systems, and the rights and obligations of both the Co-op and its members.

Article 1: General

1.01 Definitions

- a) The Board of Directors will be referred to as the “Board”;
- b) Clintwood Non Profit Housing Co-operative will be referred to as the “Co-op”;
- c) Employees of Clintwood Non Profit Housing Co-operative will be referred to as “Co-op staff” .

1.02 Aim of the By-law

- a) To establish the responsibilities of the Co-op and of individual members for the maintenance, repair and improvement of Co-op property; and
- b) To establish guidelines regarding alterations member may do within their own unit; and
- c) To establish charges to reimburse the Co-op for restoring Co-op property, for repairs to Co-op property, for clean-up of Co-op property due to misuse or neglect of individual members, their guests, their pets or their property (such as cars, air conditioning, appliances, electrical, plumbing etc.)

1.03 Enforcement

- a) The Co-op’s staff, in co-operation with the Board, will administer this By-law by following its terms and imposing the charges stated in the By-law for non-compliance;
- b) Charges are based on a minimum of one hour’s work, including any administrative charges;
- c) Charges imposed under this By-law are payable within thirty (30) days from the date of notification of charges to the member.

Article 2: Responsibilities of the Co-op and Members

2.01 Occupancy By-law, By-law #16 Section 5.1 (a) *new section*

- a) The Co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and **housing standards in government requirements**
- b) The Co-op may carry out its maintenance responsibilities by using Co-op staff, outside licensed contractors or through the participation of members.

Licensed contractors must provide the Co-op with an Insurance Certificate and WSIB Clearance Certificate where applicable, before commencing work

- c) **CLEANLINESS – Occupancy By-law, By-law #16 Section 5.1 (d) *new section***

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements.

Members must not do, or fail to do, anything that damages their units or other parts of the Co-op property.

- d) **REPORTING PROBLEMS – Occupancy By-law, By-law #16 Section 5.1 (f)**

Members must promptly report to the Co-op any condition in their unit, the equipment in the unit, if it could cause damage to their unit or Co-op property.

- e) **NEGLECT OF RESPONSIBILITIES – Occupancy By-law, By-law #16 Section 5.1 (m) *new section***

If members do not fulfill their responsibility under this section, the Maintenance and Improvements By-law or any other applicable Co-op by-laws, the Co-op can do what is necessary to correct the situation. Those members must pay the cost.

2.02 Alterations and Improvements – Occupancy By-law Article 5 (h) *new section*

- a) Members cannot make alterations and improvements to their units or Co-op property, unless they **comply** with the terms of the Maintenance and Improvements By-law **or any other applicable Co-op by-laws**. Members must get advance written permission from the Board unless those by-laws say something else.

- b) Members must get written approval from the Board before undertaking any alterations in their unit. **To obtain this approval, members must apply in writing to the Board and give all the information about the proposed alteration**
- c) **The Co-op may need to hire a consultant to decide whether an improvement request should be approved. The member will have to pay for the costs involved. The Co-op will advise the member of the costs involved before hiring a consultant. The member can decide whether to proceed with the work.**
- d) Members will be responsible for the costs of any permits or inspection fees, the cost of materials and contractors to perform the improvements.
- e) **The Co-op** may require a member to pay a deposit to the Co-op before undertaking an alteration/improvement and can hold the deposit until the work has been completed satisfactorily. In the case of a temporary, but major alteration, the deposit will be held by the Co-op until the unit has been restored to its original condition.
- f) Members will not be compensated for the cost of improvements they arrange for their units, unless the Co-op decides that the same improvement will be carried out in all the units. The Co-op will only reimburse the member for the cost the Co-op pays for the improvement, per unit, and only if the Co-op gave written approval for the expense. Receipts must be provided to the Co-op.

The Co-op may require members to restore their unit to its original condition at their own expense if the member made any alteration without the written approval of the Co-op, or the work is judged to be unsatisfactory in the final inspection.

2.03 Changing Locks – Occupancy By-law, By-law #16 section (i) *new section*

- a) **Members cannot change their locks without advance written permission from the Co-op. They must give the Co-op keys to new locks or cards, fobs or other things needed for access. If they don't, the Co-op can change the lock and the member will pay the cost. If the Co-op uses a master key system, members must have additional locks keyed to the Co-op's system.**
- b) The Co-op will maintain all locks on entrance doors to the buildings and individual units.
- c) Members who tamper or abuse locks will be charged for repairs.
- d) Door closer's on unit entrance doors are not to be removed or tampered with.

2.04 Decorating

- a) Members are responsible for repainting their units. The Co-op will not tell members to repaint their units unless it is necessary due to undue wear and tear.
- b) The Co-op will reimburse members for paint every **three** years, or when the Co-op deems it necessary. The amount set will be reviewed periodically. Currently the amount is set at \$100.00.
- c) Members are expected to use common sense when choosing a paint colour. If a dark colour is used, the cost of extra coats of paint when repainting will be charged to the member when the member moves out.
- d) Only previously painted surfaces may be painted unless members receive written permission from the Co-op in advance. Pre-finished window frames, stained wood surfaces, ceramic tiles, and flooring must not be painted.
- e) Members are expected to take care when painting and use drop cloths or similar protective coverings. Cover plates on outlets, hardware, controls, fixtures, windows etc., must be taped before painting.
- f) **When members are removing any existing wallpaper, it cannot be replaced with new wallpaper. All wallpaper or borders must be removed before the member vacates the unit place. If the Co-op must remove the wallpaper, the member will be charged (see Article 2.10 for charges)**
- g) Stucco or textured paint is not to be used unless written permission by the Co-op is given in advance.
- h) Members are responsible for the repairs of damaged walls and ceilings from hanging devices. If a member fails to do these repairs before moving out, the Co-op will repair the damage at the member's expense.

2.05 Air Conditioners

- a) Window air conditioners are permitted to be installed only in the window panels provided for such use and are the sole responsibility of the members. Members are responsible to restore the opening used for window air conditioners to its original state when vacating the unit or upon removal of the air conditioner. **The air conditioner is to be placed in such a way as the unit drains properly to the outside and not down through the window sill.** Failure to do any of the above will result in the Co-op doing the repairs at the member's expense.

- b) Central air conditioners are also permitted, providing the member:
- Applies in writing for permission from the Co-op and permission is granted in writing;
 - The name of the contractor is stated in the request;
 - States the location of the compressor which must be within the 20' x 12' patio enclosure or existing patio boundaries, whichever is less;
 - Pays for all costs of the installation;
 - Allows a Co-op inspection after the installation is completed.
- c) The Co-op may require a deposit which will be returned once the Co-op is satisfied that the installation is complete and according to standards.
- d) The member is responsible for restoring the unit to its original state, at the member's expense, before vacating the unit, unless the new member requests in writing that the air conditioner is to stay in place.

2.06 Appliances – Occupancy By-law, By-law #16 Section 5.1 (c) *new section*

- a) **The Co-op must provide each unit with a stove, refrigerator and dryer in normal working order. A member may choose to have their own appliances if they do not require any modification to services or structure. If a member chooses to have their own appliances, they are responsible for its maintenance.**
- b) **If a member chooses to have their own appliance, they must store the Co-op appliance in an area where it will not be damaged so that when a new member moves in, the Co-op appliance will be in the unit.**
- c) Co-op appliances and their accessories must not be removed or replaced without written permission from the Co-op.
- d) The Co-op will repair damages caused by a member's neglect, misuse or abuse, but the member must pay for these repairs.

- e) Members must not install additional major appliances unless they have prior written permission.

2.07 Floors

- a) Members are expected to regularly clean and maintain hardwood, vinyl tile and carpet floor coverings.
- b) The hardwood floors are finished with a **urethane** finish. The Co-op will periodically renew the finish on the hardwood floors. Members may not refinish their hardwood floors without written permission from the Co-op.
- c) Members must install carpet in a way that will not cause permanent damage. Rubber backed carpeting and area rugs must have underlay.

2.08 Windows

- a) The Co-op is responsible for replacing broken windows and torn screens. The member will be charged for the cost of repair if the damage is judged to be the member's responsibility.

2.09 Pest Control

- a) In case of a pest control problem in the building, the Co-op has the right to carry out pest control measures that it considers necessary to deal with the problem, with consideration to the health of members.
- b) The Co-op will make every effort to use non-chemical pesticides, if possible. Members who have a Doctor's letter stating they are allergic to chemical sprays must agree to another method of pest control recommended by the Co-op. Exemptions will only apply to the member's unit and not to the common areas of the building.
- c) Members must prepare their unit for the extermination services; **if they do not and the exterminator charges the Co-op for their time, the member will pay these charges.**

2.10 Move In/Move Out Inspections

- a) When members move out of their unit, they must leave it clean and in good repair. ***Members who leave their units, either through an internal move or leaving the Co-op, in an unsatisfactory manner will be charged for extraordinary charges as per the Move Out Price List included with this By-law as Schedule A. Amendment from Jan 15/18***
- b) Once a member has notified the Co-op of its intention to vacate, the Co-op will carry out an inspection of the unit. The member must allow the Co-op to inspect the unit, according to the **Occupancy By-law, By-law #16 Section 5.2 (b)**.
- c) After the inspection, the Co-op will provide the member with a list of repairs needed, if any, to bring the unit up to a condition satisfactory to the Co-op.
- d) If a member is responsible for repairs, the Co-op will allow three (3) weeks after the first inspection for the repairs to be done and then follow through with another inspection. If the work has not been completed and the Co-op has to make the repairs, the member will be charged for work and expenses incurred by the Co-op for repair work.
- e) The **Maintenance Guarantee** will be used for the cost of repairs or cleaning which are judged to be the member's responsibility. Where the deposit is not enough, the member will be charged for the balance of the costs of repairs. **If a repayment agreement is not arranged, the member will be reported to PWAD (Province Wide Arrears Database).**
- f) As soon as a new member moves in, the Co-op will carry out an inspection according to the **Occupancy by-law, By-law #16 Section 5.2 (B)**. The Co-op and the member will sign a report on the condition of the unit. **The member will receive a letter stipulating any repairs that are required.**

2.11 Hazards

- a) Members must store flammable substances (such as cleaning fluids) safely in their units.
- b) Propane BBQ tanks and gasoline tanks are not to be stored inside units.
- c) Smoke detectors, CO detectors and **audible units** installed by the Co-op are not to be painted, disconnected or removed.
- d) Electrical circuits are not to be overloaded.

- e) Members must not do electrical, plumbing, gas, or furnace work without prior written permission of the Co-op. If members do not comply, the Co-op will charge these members with the costs of reinstating the systems to their original state.

2.12 Electrical

- a) In order to prevent substandard electrical work and to maintain and, if necessary, upgrade existing wiring, in accordance with **Toronto Hydro** standards, the Co-op, through its staff or contractors, forthwith upon discovery of any disrepair will be responsible for labour and material costs involved in general electrical maintenance, including, existing approved receptacles and switches throughout the member's unit and buildings, all electrical panels and all Co-op issued electrical fixtures.
- b) Members are not permitted to do any work involving electrical wiring such as altering electrical panels, changing receptacles and switches, installing or replacing light fixtures, fans, sensors, or other devices which are not simply plugged into an outlet.
- c) Each member is responsible for notifying the Co-op immediately upon discovering faulty building wiring, receptacles, switches, and lighting fixtures. The Co-op cannot assume responsibility for electrical faults of which it does not have notice.
- d) Members who wish to have their own electrical lighting fixtures installed, or wish to have any type of additional electrical work done, must apply in writing to the Co-op for permission. If permission is granted, the Co-op will, until further notice, cover the cost of labour and the member will pay for the cost of materials which must be CSA approved and in safe order.
- e) Such requests must be reasonable and approval will be based on budgetary constraints, and other work orders already in the queue.
- f) A member found to be in breach of Article 2.12 of this By-law will be subject to the following:
 - The member will be charged with the cost of re-instating the electrical wiring, receptacles, switches and/or fixtures, to its previous state;
 - The Board will be notified for further action

2.13 Maintenance Inspection

- a) The Co-op can carry out an Annual Inspection of all units as part of their routine maintenance program. The Co-op will give notice of the inspection as per **Occupancy By-law, By-law #16 Section 5.2 (b)**.
- b) Following the inspection, the Co-op will provide the member with a list of repairs needed, if any, (such as damage caused by the member or areas that need cleaning up) and will set a date for a follow-up inspection. If the member does not do the necessary repairs before the follow-up inspection, the Co-op will arrange for the work to be done and charge the expenses to the member.

The Co-op will also provide the member with a list of work orders generated from the Annual Inspection so that the member knows what the Co-op will be repairing.

2.14 General Maintenance

- a) The Co-op is responsible for:
 - Ensuring the buildings are structurally sound, safe and secure;
 - Routine maintenance, repair and periodic redecorating of all interior and exterior common areas;
 - Maintaining and servicing mechanical systems, equipment and appliances in the common elements of the Co-op;
 - Re-lamping lights in the common areas;
 - Regular testing of the fire alarm system;
 - Cleaning and maintenance of drains.

Members are responsible for:

- **Informing the Co-op of work that is required to be done either in their unit or in common areas. This can be done either by filling out work orders or sending emails.**

- b) Members must keep hallways, entrances and all public thoroughfares free of all obstacles, such as bicycles, mats, boots, strollers, etc.
- c) Members must keep security doors closed at all times and not allow canvassers, salesmen or strangers in hallways.

2.15 Hallway Cleaning

- a) Hallways shall be cleaned through the participation of members. The Hallway Captain is responsible for the cleaning schedule and for reporting to the Co-op of non-participation of hallway cleaning by members. Members are required to vacuum the hallway carpet and mats, clean the windows in and out and damp mop the terrazzo floors and remove flyers and papers from the entrance as per the posted schedule in each hallway. **Members are responsible for the cleanliness of the hallway for the entire week that is posted by their name. Other arrangements can be made with the Hallway Captain. Members who are found to be in breach of this article will be charged for the first offence \$30, the second offence \$60, and the third offence \$75 PLUS a Notice to see the Board of Directors. Amendment from June 26/17**

2.16 Garbage Disposal

- a) Members must take their **garbage/recycling/organics** to the outside garbage/recycling/organics bins and place the garbage/recycling/organics inside the appropriate bins. **Black garbage bags must not be placed in the recycling bin; they can only go into the garbage bin.** No garbage/recycling/organics may be left in hallways, common area or beside the garbage bins.

When members store their individual garbage/recycling bins outside, they must secure the bins so that items are not blown away (put covers on bins). Amendment from Jun 26/17
- b) Members must obey the recycling program and ensure that their garbage is sorted out in the proper bins.
- c) Members must place large items, furniture, appliances etc., in the enclosure located in the south parking lot. Building material, tires, car parts, BBQ tanks are not accepted for large pick-up. Members are responsible to dispose of these items at their expense.
- d) Members will be charged a minimum of \$50 for breach of Section 2.16 **see amendment 20/1/20**

2.17 Basements

- a) **Members must receive written permission from the Board to finish their basement, prior to doing the work. Members are solely responsible for all costs, permits inspections etc.**
- b) The Co-op assumes no responsibility, financial or otherwise, for finished or partially finished basements. Any partition, ceiling and/or wall interfering with Co-op systems, such as electrical wiring, plumbing and gas pipes, drains, etc., will be removed, repaired or replaced by the members at their own expense.
- c) Members will be notified, in writing, for removal of any obstructions and will be given seven (7) days' notice to comply. If the member does not comply with the notice, the Co-op will perform the work and charge the member with the cost of the work.

2.18 Fire Safety – See Schedule B

- a) **Upon hearing the hallway and personal audible alarms, members must vacate their unit. 911 needs to be called because the fire panel is not monitored.**
- b) **In case of a hydro outage, faulty hallway smoke detector or anything else where the fire panel is not working, if it is during the work week, the Co-op Staff must initiate a Fire Watch. If it is after work hours, the Board is responsible for doing this.**
- c) **Smoke detectors, CO detectors and/or personal audible units must not be removed or rendered inoperable.**

Schedule A

Move out Price List

Listed below are the prices for items left in your home upon move-out. These are all items that members are expected to do before they move. The charges will be subtracted from your maintenance guarantee.

The reason for this list is because when maintenance has to take the time to do the additional work, it delays the turn-around time for the unit. This in turn costs the co-op.

ITEM	COST
1. Furniture/garbage left that the Co-op has to dispose	\$200.00
2. Writing on walls that require extra primer	\$100/room
3. Chalkboard paint on walls/doors	\$25/occurrence + cost of additional primer
4. Large holes in walls/doors	\$100/room + cost of materials
5. Wallpaper/trim left on	\$50/hr. for removal
6. Appliances not clean	\$50/appliance
7. Pet damage	Cost incurred by the co-op
8. Floor repairs due to negligence (not wear and tear)	Costs incurred by the co-op

Items may be added to this list as they become a known issue.

