

# Little Falls Co-operative Homes Inc.

MAINTENANCE & IMPROVEMENT POLICY

#### **Article 1: General**

## 1.1 Aims of the by-law:

- a) The aims of this By-law are:
  - to set out the responsibilities of the Co-op and of individual members for the maintenance, repair and improvement of Co-op property.
  - to set up guidelines about alterations members may do within their own units.
    - b) The by-law does not deal with the procedures for carrying out the terms of the by-law. The Board sets up procedures in consultation with the committee that looks after maintenance issues and Co-op staff.

## 1.2 Co-op's Responsibilities

- a) The Co-op is responsible for the routine maintenance, repair and improvement of the building's interior, exterior, and grounds. This is to:
  - ensure the buildings are structurally sound, safe, and secure;
  - keep mechanical systems and appliances in good working order;
  - ensure that the Co-op complies with all health, safety, maintenance and occupancy standards required by law;
  - provide property-related services and facilities to meet the needs of members;
  - maintain and improve the appearance of the property.
- b) The co-op may carry out its maintenance responsibilities by using Co-op staff, contractors or through the participation of members.

#### 1.3 Member's Responsibilities

- a) Members are individually responsible for the upkeep of their units including:
  - cleaning their units, keeping their floor, wall and ceiling surfaces free from a lot of grease, dirt or trash;
  - carrying out minor repairs to property they damage;
  - reporting promptly to the co-op and any problems they become aware of;
    and
  - redecorating.
- b) Members unable to carry out maintenance and other responsibilities under this By-law may request that the Co-op do the work. This may be because of ill health, disability, or similar reasons. They submit a written request to the committee that looks after

maintenance issues. The Co-op will not take responsibility for routine cleaning and upkeep or the unit.

## 1.4 Responsibility for Costs

Cost from the repair or replacement of Co-op property are the responsibility of members. Examples of repair or replacement are:

- the removal by the member of property or equipment the Co-op owns;
- undue wear and tear caused by the member; and
- damage caused deliberately or through negligence by the member.

#### **Article 2: Maintenance of Units**

## 2.1 Decorating

Members are responsible for repainting their units. The Co-op will not tell members to repaint their units unless it is necessary because of undue wear and tear.

#### 2.2 Supplying Paint

The Co-op will supply enough paint to repaint units every three years and/or when the Board thinks it is necessary or when there is a change or occupancy.

Members can claim this allowance in instalments if the whole unit is not painted at once. The committee that looks after maintenance issues will decide the amount of paint allowed for each size of unit.

Members must supply painting equipment and supplies at their own expense (for example brushes, rollers and drop cloths).

#### 2.3 Colours and Types of paint

- a) Only surfaces previously painted may be painted unless members receive written permission from the Co-op in advance. Pre-finished window-frames must not be painted.
- b) Members are expected to take care when painting. Members must use drop clothes or similar protective covering's. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures etc. masked before painting.

#### 2.4 Wallpaper

Members must remove existing wallpaper before applying any new wallpaper. All wallpaper must be dry-strippable. All wallpaper must be removed when the member vacates the unit. The member moving in may request, in writing, that the wallpaper be left in place.

#### 2.5 Other wall coverings

- a) Other wall finishes such as cloth, tiles, mirrors etc. may be used only if they will not damage the wall surface. Members must correct any damage caused by wall finishes at their own expense, before vacating the unit.
- b) Stucco or textured paint may only be applied to surfaces previously finished in this way.

#### 2.6 Damage to walls

Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by hooks and nails. If a member fails to do this, the Co-op will repair any damage at the member's expense.

## 2.7 Upkeep of Floors

Members are expected to regularly clean and maintain hardwood, vinyl tile, and carpet floor coverings.

#### 2.8 Hardwood Floors

Hardwood floors are finished with a varathane 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 in advance.

## 2.9 Appliances

- a) Co-op appliances and their accessories belonging to the Co-op may not be removed or replaced without written permission from the Co-op in advance.
- b) The Co-op is responsible for maintaining appliances it owns in working order and replacing them, as necessary.
- c) Members must regularly clean both the interior and exterior of their refrigerators and stoves, according to the recommendations of the manufacturer. The Coop will repair damage caused by a member's neglect of these responsibilities or abuse. The member must pay for these repairs.

#### 2.10 Installing Additional Appliances

Members may not install additional appliances without approval, in advance, by the Coop according to Article 5.

#### 2.11 Windows and screens

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

#### 2.12 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. The Co-op will consider the health of members when choosing the method.

- b) Chemical pesticides do not have to be used in units of member who have a letter from a doctor saying that the members have an allergy or are sensitive to them. Members who are exempt 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 common areas of the building.
- c) Members must prepare their units for the extermination services. The Co-op will provide assistance to members who are unable to do the preparation.

#### 2.13 Locks

- a) The Co-op will maintain all locks on entrance doors to the building and individual units.
- b) Members must not change the locks on their unit without the advance written permission of the Co-op.
- c) If a lock is changed or added, members must give a copy of the key to the Co-op immediately.

#### 2.14 Hazards

- a) Members must store flammable substances (such as cleaning fluids and paint thinner) safely in their apartments.
- b) Co2 detectors and smoke detectors installed by the Co-op must not be painted, disconnected or removed.
- c) Members must not overload electrical circuits.

#### 2.15 Move-out/ Move- in Inspections

- a) When a member notifies the Co-op that it intends to vacate, the Co-op will carry out and inspection of the member's unit according to the Occupancy By-law. The member must allow the Co-op to inspect the unit.
- b) After an inspection, the Co-op will provide the member with a list of repairs needed if any to bring the unit up to a condition which the Co-op finds acceptable.
- c) If a member is responsible for repairs, a follow-up inspection will take place to ensure that the repairs have been completed. The member will be charged for expenses the Co-op insures for repair work.
- d) The member deposit may be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where there is no Member Deposit, members are charged for these costs.
- e) Soon after a new member moves in, the Co-op carries out a unit inspection according to the Occupancy By-law. The member and the Co-op sign a copy of the report on the condition of the unit. The member is given a copy.

## 2.16 Regular Maintenance Inspections

- a) The Co-op can carry out periodic inspections of all units as part of its maintenance planning program. The purpose of the inspection is to help in planning for the maintenance and renovation requirements of the Co-op.
- b) The Co-op will give each household notice of the inspection as started in the Occupancy By-law.
- c) In the course of an inspection, if the Co-op representative notices a maintenance problem that is the member's responsibility, the Co-op will give the member a list of the repairs (if any) needed. A date will be set for a follow-up inspection. If the member does not do the necessary repairs, the Co-op will arrange for the work to be completed. The member will be charged for the cost of the work.

#### **Article 3: Maintenance of Interior Common Areas**

#### 3.1 General

The Co-op is responsible for:

- the routine maintenance, repair and periodic redecorating of all interior common areas:
- maintaining and servicing mechanical systems, equipment and appliances in the common elements of the Co-op;
- regular testing of the fire alarm system.

#### 3.2 Keeping exists clear

Members must not allow anything to block fire exits, stairs and corridors, or public thoroughfares. This includes corridors in the laundry area.

#### **Article 4: Exterior Maintenance**

### 4.1 Garbage Disposal

- a) All garbage must be in a securely tied plastic bag. No garbage may be left in hallways, on porches or in common areas.
- b) Members must place large items in the area set aside for City pick-up of such items. The items must be placed in the area only in the evening before they day scheduled for pick-up of such items.

#### 4.2 Co-op's Responsibilities

a) The Co-op is responsible for the routine maintenance, repair and renovation of the outside of the building for example, roofing, masonry, windows, light fixtures ect.

#### 4.3 Grounds

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

- routine maintenance and repair of driveway, steps and walkways;
- maintenance of exterior drains;
- routine maintenance, repair and replacement of outside common areas lighting, including periodic re-lamping;

The Co-op s responsible for performing the following common area grounds maintenance

- care of lawns and trees
- removal of litter from lawns, walkways and driveways;
- regular removal of snow and ice and sanding of common walkways, steps and driveways.

## Article 5: Improvements by members

## 5.1 Approval Needed

- a) Members must get the written approval of the Co-op before undertaking any alteration to their units which:
- involves structural changes
- needs a building, electrical or other permit
- is to be permanent
- will effect the external appearance of the unit;
- involves changes in the equipment in the unit
- alters the division of space in the unit.
- would limit Co-op access to the unit.
- b) Members must apply to the committee that looks after maintenance issues and give all information the Committee asks for about the proposed alteration.
- c) The committee that looks after maintenance issues can, according to the terms of this By-law, review such requests and recommend approval or rejection to the Board. The Committee can attach such conditions to approved requests that is considers appropriate. The Board makes the final approval.
- d) The Board of Directors will set up Improvement Procedures which will set out guidelines for the Committee to use when reviewing requests. These guidelines will ensure that any alteration:
- is safe,

- meet all codes and regulation that apply,
- does not adversely affect the future marketability of the unit,
- will be of an acceptable quality and generally in the interests of the Co-op.
- e) The committee that looks after maintenance issues may need to hire a consultant to decide whether an improvement request should be approved. The member submitting the request will have to pay for the costs involved. (Before hiring the services of a consultant, the Co-op will tell the member the costs. The member will decide if they wish to go ahead).
- f) The committee that looks after maintenance issues may require a member to pay a deposit to the Co-op before undertaking an improvement. It can hold the deposit until the work has been completed satisfactorily. In the case of a temporary but major alteration, until the unit has been restored to its original condition.
- g) Members must obtain and pay for the cost of any permits required by the local municipality. The Co-op must receive a photocopy of any permit.
- h) The Co-op may, from time to time, set standards of design, materials and quality of work for improvements. Members carrying out these improvements must meet the standards.
- Members will not be compensated for the cost of improvements they arrange for their units.
- j) Fixtures in place are the property of the Co-op. Members may temporarily replace fixtures owned by the Co-op. Members are responsible for storing the original fixtures and replacing them, in good condition, before they move out.
- k) The Co-op may require members to restore their unit to its original condition at their own expense if:
- members make any alteration without the written approval of the committee that looks after maintenance issues or
- the work is judged to be unsatisfactory in the final inspection.

#### Article 6: Reimbursement for Expenditures by Members

#### 6.1 Co-op Approval Needed

The Co-op will reimburse members for maintenance-related expenses only if the Co-op gave written approval for the expenses. Receipts must be provided to the Co-op.

# **Article 7: Tools and Equipment**

# 7.1 Borrowing Co-op Equipment

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