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# MAINTENANCE AND IMPROVEMENTS BY-LAW

## By-law No. 15

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### A BY-LAW ABOUT ...

The Co-op's staff co-operates with the Maintenance Committee to carry out this By-law.

Passed by the Board of Directors on:	
Confirmed by the Members on:	

## **Article 1: General**

### **1.1 Aims of the By-law**

- a) The objectives of this By-law are:
  - to establish the responsibilities of the Co-op and of individual members for the maintenance, repairs and improvements of Co-op property; and
  - to establish guidelines regarding types and scope of alterations members may do within their own units during their time of occupancy.
- b) The By-law does not deal with the procedures for carrying out the terms of the By-law. The Board creates written procedures in consultation with the Maintenance Committee and Co-op staff.

### **1.2 Co-op's Responsibilities**

- a) The Co-op is responsible for the routine inspection, maintenance, repair, and improvement of the buildings' interior, exterior, and grounds. This is to:
  - ensure the buildings are structurally sound, safe, and secure;
  - keep mechanical systems and appliances it owns 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; and
  - maintain and improve the appearance of the property.
- b) The Co-op may carry out its maintenance responsibilities by using Co-op office staff, contractors, or through the participation of members.
- c) As per the Organizational By-law, each cluster submits their operating budgets and capital budgets to the Board, then the Membership for approval. These budgets include monies for maintenance. The spending for maintenance in each cluster must adhere to the budget. In the event of maintenance emergency that requires more spending than the budget allows, the Board must advise the cluster.

### **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 any problems they become aware of, e.g. dripping faucets, water damage in walls and ceilings, faulty electrical sockets, rodents, bedbugs;
  - Maintenance of private yards,
  - Ensuring their walkways are free of ice, snow and debris, and
  - redecorating, such as painting.
- b) Members unable to carry out maintenance and other responsibilities under this By-law may request assistance from the Co-op to do the work. The Co-op will not take responsibility for routine cleaning and upkeep of the unit.

### **1.4 Responsibility for Costs**

Costs 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.

The members are responsible for the actions of anyone in their household and anyone they allow onto the Co-op property.

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

### **2.1 Decorating**

All issues concerning painting of units are outlined in Schedule C – Paint Policy.

## **2.2 Wallpaper and Other Wall Coverings**

- a) The installation of wallpaper is forbidden. Units with wallpaper at the time this bylaw is approved will be grandfathered.
- b) 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.
- c) Stucco or textured paint may only be applied to surfaces previously finished in this way.

## **2.3 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.

## **2.4 Upkeep of Floors**

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

## **2.5 Hardwood Floors**

Members may only refinish their hardwood floors with written permission from the Co-op in advance.

## **2.6 Installing Carpet**

If installing carpets, Members must install them in a way that will not cause permanent damage. Rubber-backed carpeting and area rugs must have underlay.

## **2.7 Appliances**

- a) The Co-op does not provide appliances. In a few cases where there are appliances in a unit it is the member's responsibility to maintain or replace them.
- b) Members may only install appliances with approval from the Board.

## **2.8 Installing Additional Appliances**

a) Members may not install additional appliances that require changes to structural, electrical, plumbing, or building envelope systems.

b) Members may not install any device that places extraordinary load upon building systems or adversely affects other members' use thereof. Examples include dishwasher, dehumidifier,

heater, air conditioner, laundry machine.

## **2.9 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 determined to be the member's fault.

## **2.10 Pest Control**

- a) In case of a pest control problem in the building, the Co-op has the right 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 members 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.
- c) Exemptions will only apply to the member's unit, and not to common areas of the building. Members must prepare their units for the extermination services. The Co-op will provide assistance to members who are unable to do the preparation.

## **2.11 Key Control System**

- a) The Co-op is responsible for maintaining a key control system.
- b) The Co-op will maintain all locks on entrance doors to the building and individual units.
- c) Members must not change the locks on their unit.

## **2.12 Hazards**

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

## **2.13 Member Deposit**

- a) When a member notifies the Co-op that it intends to vacate, the Co-op will carry out an 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 based on Schedule B of this by-law, 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 incurs for repair work.
- d) The Unit Deposit will be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where the Unit Deposit is not sufficient members are charged for these costs) Before 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. The standard of the state of the unit is based on Schedule A of this by-law.

### **2.15 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 stated 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;
- re-lamping lights in the common areas; and
- regular testing of the fire alarm system.

### **3.2 Keeping Exits 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) Garbage pick-up is according to the City of Ottawa schedule. Garbage is to be placed in designated pick-up area, according to the City of Ottawa's By-law. (The Co-op or Member can be fined if this is not adhered to.)
- b) Members can be charged back for any failure to meet the City's requirements.
- c) Members must place large items (such as unwanted furniture) 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 the day scheduled for pick-up of such items.

### **4.2 Co-op's Responsibilities**

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, etc.).

### **4.3 Grounds**

**a)** The Co-op is responsible for the following **common area** grounds maintenance (using Co-op office staff or contractors):

- 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; **b)** The Co-op is responsible for performing the following common area grounds maintenance (normally using Co-op office staff or through the participation of cluster members):
- 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 (such as removing walls);
  - needs a building, electrical or other permit (such as making plumbing or electrical alterations);
  - is to be permanent (such as built-in bookcase);
  - will affect the external appearance of the unit;
  - alters the division of space in the unit;
  - would limit Co-op access to the unit (such as changing lock or installing burglar alarm).
- b) Members must apply to the Board of Directors and give all information the Board of Directors asks for about the proposed alteration. The Board makes the final approval.
- c) The Board of Directors will set up Improvement Procedures which will be used when reviewing requests. These guidelines will ensure that any alteration:
  - is safe,
  - meets all codes and regulations 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 Board of Directors 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 Board of Directors 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.

- i) 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 Board of Directors 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, or if the expense was related to an emergency. 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.

## **SCHEDULE A: MOVE IN STANDARD**

### **INTERIOR**

1. **Walls and Ceilings**  
Will be professionally painted.
2. **Woodwork**  
All woodwork, including baseboards, will be clean and free of marks.
3. **Railings**  
All stair railings will be properly installed.
4. **Doors**  
**Interior Doors**  
Will be left clean and free of marks.  
**Exterior Doors**  
All doors and frames will be left clean and free of marks.
5. **Windows and Screens**
  - Window sills and frames will be clean.
  - Windows and screens will be in good condition.
6. **Floors**
  - Floors will be clean.
  - Carpeted areas will be shampooed.
7. **Bathroom**
  - Will be clean.
  - Fan vent will be vacuumed.
8. **Kitchen**
  - Stove clean inside and out, including fan and hood.
  - Fridge clean inside and out, included trays, racks and crisper.
  - Cupboards to be cleaned.

### **EXTERIOR**

1. **Lawn**
  - Lawn cut and free of debris (in season).
2. **Unit Exterior**
  - Balcony free of debris.
  - Garbage enclosures to be clean.

## **SCHEDULE B: MOVE-OUT MAINTENANCE RESPONSIBILITIES**

To help ensure that a unit is left in good condition and ready for occupancy by new members, the Board and/or Maintenance Committee has prepared a checklist of tasks that should be taken care of before you move out.

We wish to remind you that the co-op's Occupancy By-law provides that if the unit is found to be in unsatisfactory condition after a member has moved out, the co-op will arrange to have the necessary work completed and the costs involved will be deducted from the Member Deposit.

### **GENERAL**

1. Carry out any repairs identified as being the member's responsibility during the Move-Out Inspection(s) of the unit.
2. Remove any temporary alterations made to the unit (e.g. bookshelves attached to the wall).
3. Ensure that all fixtures, hardware, shelving and other fittings originally in place are present and in good condition. Repair or replace, as necessary.
4. Replace any member-owned fixtures which have been installed with the original fixtures or fixtures of equivalent quality (as agreed with the co-op).
5. Prep the walls as per the Co-op's Paint Policy

### **INTERIOR**

1. **Walls and Ceilings**
  - Walls should be left clean and free of grease marks and scratches.
  - Wallpaper, decorative tiles, mirrors, cork board or other wall finishes which have been applied by the member must be removed and the wall surface restored
  - Nails and picture and ceiling hooks should be removed.
2. **Woodwork**
  - All woodwork, including baseboards, must be left clean and free of marks.
3. **Doors**
  - Interior Doors**
    - Should be left clean, free of marks, decals, etc. and in good condition.
    - Any doors which have been removed must be re-hung.
  - Exterior Doors**
    - All doors and frames should be left clean and free of marks, decals, etc. and in good condition
4. **Windows and Screens**

- Clean window sills and frames.
- Windows and screens must be present and in good condition.
- Windows and screens should be left closed and locked.

## 5. **Floors**

- Vacuum all bare and carpeted floors.
- Wash vinyl floors.
- Hardware should be cleaned with appropriate cleaner.
- Carpeted areas should be professionally cleaned or thoroughly shampooed with an appropriate machine.
- Damage judged by the co-op to be in excess of normal "wear and tear" may result in flooring or carpeting being replaced and the member charged.
- Floor vents to be vacuumed.

## 6. **Electrical Fixtures**

- All light fixtures must be present, clean and in good condition.
- Switch plates and outlet covers should be free of marks, paint splatters, cracks or chips.
- Painted or damaged covers must be replaced by the member.
- Cable outlets should be clean and free of paint splatters.
- Exhaust fans should be vacuumed and wiped clean; filter, if present, should be replaced.
- Thermostat, should be clean, free of paint and functional.

## 7. **Bathroom**

- Clean basin, tub/shower, toilet, toilet tank
- decals must be removed
- clean medicine cabinet and vanity
- towel bars, shower rod, soap dishes, etc. should be clean and in good condition
- chrome fixtures, tile and caulking should be clean and in good condition
- walls and floor should be washed
- ensure that taps are not dripping

## 8. **Kitchen**

### Stove

- clean inside and out using approved cleaners
- oven and burner controls, oven racks, broiler pan, drip pans and burner rings should be clean, free of grease and intact
- ensure exhaust fan and hood are clean and free of grease

### Fridge

- clean inside and out
- ice cube trays, racks, crisper, etc. should be clean and intact
- leave at medium cold setting with door(s) closed securely
  
- floor under and walls behind appliances should be cleaned
  
- cupboards and counter sink and chrome fixtures should be left clean and in good condition
- ensure that taps are not dripping
- wash floor

## 9. **Storage**

- remove all items from storage
- if appropriate to the season, leave the thermostat set at the required setting (18 degrees Celsius)
- ensure hot water tank is not dripping and that floor drains are operational

## **EXTERIOR**

### 1. **Lawn and Fence**

- in season, cut lawn and leave free of debris
- fences must be left in good condition

### 2. **Unit Exterior**

- ensure balcony is free of debris and swept clean
- exterior light fixtures, mail boxes, etc. to be present and in good working order
- garbage enclosures to be swept clean (and hosed out, in season) and left free of garbage

## SCHEDULE C: PAINT POLICY

### Purpose

This Schedule outlines the terms and conditions under which the co-op will paint individual units or provide paint to allow members to paint their own units. It also explains the members' responsibilities regarding standards, and requirements on move-out. This policy does not apply to stucco ceilings, which will be dealt with separately.

### Definitions

**"Acceptable standard"** – paint will be fresh, clean, and walls free of holes or other defects in the paint.

**"Fair wear and tear"** – the condition of paint work after pre-painting preparation so that **one** application of paint is sufficient to bring the unit to an acceptable standard. If a second coat is required, that additional cost is deemed to be as a result of "member caused damage" and will result in charges to the member.

**"Member caused damage"** – large holes in walls; damage caused by removal of (or the need to remove) member-applied wallpapers or borders; dark coloured member-applied paint that requires more than one coat to return to a neutral colour.

**"Paint colours"** - paint supplied by the co-op and used by contractors will normally be white and suitable for ceilings and walls. When a colour, other than the Co-op colour is applied the member is fully responsible for any costs beyond one coat of paint required to return the unit to the colour specified by this Appendix.

**"Pre-painting preparation"** – all fittings and windows to be removed, walls washed, normal hole filling, sanding, priming, clean up, and where possible nail pops repaired. All wood surfaces, such as base boards and trim, should be cleaned, sandpapered and ready to be refinished as part of the pre-painting preparation. All fixtures, outlet and switch plates, doorknobs, and so on, in the area to be painted should be removed/masked. Carpets/flooring to be covered with plastic or other material to protect them from paint drops. All furniture shall be moved out of the way of the area to be painted.

**"Pro-rated"** - a formula to calculate the cost difference a member will pay and the co-op will pay based on a 60-month ratio. For example, if a member has been here for 30 months, the cost for the co-op is 30/60 or 1/2 and the cost for the member is 1/2 for the paint job.

**"Quantity of paint"** - enough paint will be supplied to paint each type of unit as well as an extra 3.78 litre to be kept in the unit for touch-ups.

### Interior Paint Policy

The policy addresses painting requirements at three different milestones, as follows:

## **On Move-In**

Upon move-in, the Co-op will hire a contractor to paint the entire unit (co-op specified colour) prior to the move-in date, so that all new members move in to a freshly painted residence.

## **On Long Term Residency**

After 5 to 7 years of residency in a unit, or since the co-op last paid for paint or the painting of the unit (whichever is later), the person doing an annual unit inspection might recommend that unit be repainted. The unit will be repainted in the following of two ways:

- a) At the request of the member, the co-op will arrange for a contractor to paint the entire unit (co-op specified colour). In this case, the member will be required to ensure all pre-painting preparation is completed, as the contractor's only responsibility will be to apply one coat of paint. The member will also be responsible for post-painting clean up.
- b) The member may choose to paint the unit themselves, in accordance with the painting conditions set out in this Appendix. In this case, the co-op will provide the appropriate quantity of paint for the size of the unit.
- c) The Maintenance Committee, for both options noted above, will do an inspection of the paint job.

## **Provision of Paint or a Painting Contractor**

When members wish to exercise their right to obtain paint as outlined above, they are required to complete the paint requisition form available from the Office, and forward it to the property co-ordinator **before** purchasing any paint. The co-op will have a contract in place with a paint supplier for the provision of paint and **will not** reimburse members for paint that they purchased without authorization.

## **Internal Moves**

The unit being vacated will be treated the same as a move-out of the co-op. All parts of this policy will apply, i.e., any member-borne costs are subject to maintenance guarantee garnishees.

## **Contractors**

Three quotations will be required when a painting job is put out to tender. The job tendered may be a single paint job or may cover all paint jobs for a period of time, as decided by the Board.

The Maintenance Committee will inspect all contractor paint jobs shortly after their completion.

## **Decorating Outside of Policy**

Outside of this policy, members are free to decorate and paint their homes in any manner or

colour, at their own expense. However, in doing so they must still abide by the painting conditions set out in this Appendix.

Based upon the overall spirit of this approach and subject to annual inspections, the condition of the paint work after pre-painting preparation, at the time of move out, should be that one application of new paint is enough to bring the unit to Co-op standard, and no second coat should be required. If a second coat is required, as determined by the contractor and approved by the inspection team, that additional cost will be borne by the member. The 18 month and 36 month conditions and procedures as described above apply to any member-applied paint. Members must understand the consequences of their actions related to any member-applied paint, and must ensure that no additional cost is transferred to the co-op or other members because of their actions.

### **Exceptions**

Exceptions to this policy will only be made in special circumstances and when recommended by the maintenance inspection committee and approved by the Board.

### **Painting Conditions For Member Applied Paint**

The following conditions apply to member painting of units within the Dalhousie Co-op, whether the painting is being done at the expense of the co-op, or at the expense of the member:

- Pre-painting preparations as well as post-painting clean up are to be carried out.
- Only Latex paint may be applied – **OIL BASED PAINT CANNOT BE USED.**
- Doors must not be painted in a colour other than white
- Baseboards and trim must not be painted in a colour other than white
- Members are responsible for any damage caused to the unit during the painting process.
- Dalhousie Co-op is not responsible for any personal injury incurred as a result of the painting process.
- Members will be held liable for any “member caused damages” through the use of dark colours or any other decorative techniques undertaken by the member.
- Within three (3) months of an authorized, member-applied paint job, the Maintenance Committee will inspect the paint job to determine that the member has in fact met the co-op standard for painting.
- Members are responsible for supplying their own painting tools (trays, brushes, rollers, drop cloths etc.)



**PASSED BY THE BOARD OF DIRECTORS**

PASSED by the Board of Directors and sealed with the corporate seal of  
the co-op on (date).

\_\_\_\_\_  
President  
*(corporate seal here)*

\_\_\_\_\_  
Secretary

CONFIRMED by at least two-thirds of the votes cast at a General  
Meeting of the Members on (date).

\_\_\_\_\_  
President  
*(corporate seal here)*

\_\_\_\_\_  
Secretary