

MAINTENANCE

BY-LAW #8

KANATA CO-OPERATIVE HOMES INC.

Approved by the Board of Directors: September 11, 1995

Amended by the Board of Directors: November 25, 1997

Confirmed by the members:

DIVISION OF RESPONSIBILITY

1.1 WHO IS RESPONSIBLE?

- The Board of Directors
- The Maintenance Committee
- The Members (as residents)
- The Members (as volunteer labour)
- The Staff of the Co-op
- External Contractors
- Casual Labour

The sections below define each role.

1.1.1 The Board of Directors

The Board of Directors, as the body elected by the members, has the legal responsibility for overseeing the management of all areas of the Co-operative's operation, including maintenance. The Board is responsible for all expenditures. It may delegate its authority in certain areas to other groups or individuals (such as the co-ordinator). All decisions of the Maintenance Committee must be presented for approval to the Board of Directors, in the form of recommendations.

1.1.2 The Maintenance Committee

The Board of Directors appoints the Maintenance Committee to:

- (a) provide advice to the Board on maintenance spending priorities or other matters which may be referred to it by the Board;
- (b) develop maintenance-related policies;
- (c) review the implementation of the maintenance program to ensure that the policies and procedures for meeting the maintenance objectives are working effectively;

- (d) develop recommendations for change where policies or procedures appear not to be working;
- (e) organize specific maintenance tasks delegated to it such as annual inspections, work days or clean-up days;
- (f) initiate and review maintenance projects.

1.1.3 The Members (as Residents)

The responsibilities of the members are described in specific detail in ~~Chapter~~ ^{Sections} 3, 4, and 5.

1.1.4 The Members (as Volunteers)

1. Several tasks may be identified which are labour intensive, require limited supervision, (or supervision of limited skill), limited equipment (for example hand tools or simple mechanical tools), and limited skills to carry out.
2. These tasks may include carpentry, painting, cleaning, carrying, paving maintenance, and so on. These and similar tasks are especially suited to being carried out by volunteers, either as individuals or organized in work parties.
3. A system for routing the participation of members with these skills must be designed by the Maintenance Committee. The committee must be responsible for matching the member to the job. A simple system may involve identifying "resident experts" at various skills, combined with a system of annual workdays. In the case of "resident experts", it is important to apportion their participation fairly. In the case of annual workdays, it is advisable to have identifiable, seasonal days when many people can turn out, to observe them every year and have them planned well in advance, and to add a social dimension to them by providing refreshments and child care. Examples are Spring Cleaning Day, or Batten Down The Hatches Day before winter.

1.1.5 The Staff of the Co-operative

1.1.5.1 The Co-ordinator

The Co-ordinator is the individual hired by the Board to carry out the management functions of the Co-operative. In the maintenance area, these functions include:

- i) the supervision of the maintenance staff;
- ii) the hiring of casual labour and contractors;
- iii) the supervision of casual labour and contractors;
- iv) authorizing the purchasing of goods and services and approving invoices; and
- v) the establishment and maintenance of such records and files as are essential to good maintenance management.

The Co-ordinator reports to the Board of Directors on the performance of responsibilities in all of these areas. As noted below, the Co-ordinator may look to the maintenance staff for expert advice in the hiring of casual and contract labour, and in quality control of maintenance work. The Co-ordinator may attend Maintenance Committee meetings from time to time to help the committee in carrying out its responsibilities.

1.1.5.2 The Maintenance Staff

The maintenance staff is responsible for carrying out a broad range of maintenance tasks according to his job description, including:

- i) the maintenance of the grounds and building;
- ii) minor repairs and routine maintenance;
- iii) carrying out or supervising the cleaning, painting and repair of a unit when vacated;
- iv) carrying out major repair work in areas where he or she has the necessary expertise;
- v) supervising the work of external contractors, and casual labour in those areas where she or he has the necessary time and expertise;
- vi) maintaining tool inventory; and
- vii) carrying out delegated routine maintenance tasks.

The maintenance staff reports to the Co-ordinator on the performance of responsibilities in all of these areas. The maintenance staff may be expected to provide the Co-ordinator with advice on

the suitability of various individuals for casual labour or contract jobs, and on the quality of casual or contract work performed in all of those areas where he or she has the expertise. The maintenance staff is expected to attend meetings of the Maintenance Committee when necessary to provide the committee with such information and advice as it may need to carry out its responsibilities.

1.1.6 External Contractors

External contractors will be used to carry out maintenance tasks in two types of areas:

- i) where the skill level and/or tools and equipment required dictate that hiring an external contractor is the only (or most cost effective) way of getting the job done; and
- ii) where the maintenance staff would normally carry out a task, but is not available.

The Co-ordinator, with help from the maintenance staff, will maintain information on contractors who are competent and available. The Co-ordinator will follow the Co-operative's spending policy regarding putting work out for tender according to which spending category it is in. The object is to hire the services of companies which are as inexpensive as possible while providing good quality work.

1.1.7 Casual Labour

Many of the tasks which are part of the maintenance program require limited skill and/or a few special tools. Accordingly, the Co-operative can hire individuals to carry out these tasks and provide the necessary tools from Co-operative stores. There are some jobs of this type which the maintenance staff would normally carry out, but because of current work demands on the maintenance staff, require casual labourers. Casual labourers will be supervised by the Co-ordinator.

The Co-ordinator is responsible for hiring all casual labour. The maintenance staff will normally provide the Co-ordinator with advice on the suitability of individuals and on the quality of work done. The Board is responsible for setting rates of pay for casual labour. The Maintenance Committee will develop recommendations on rates of pay annually at the time the budget is set.

OPERATIONAL GUIDELINES OF THE COMMITTEE

2.1 SOURCE OF AUTHORITY

The Board of Directors

2.2 COMPOSITION

The committee will consist of resident-members who have volunteered to sit on the committee and have been confirmed as members of the committee by the Board. As far as possible, the make-up of the committee will reflect the diverse membership of the Co-operative.

The committee will aim to ensure there is always a good balance of new and experienced committee members on the committee.

2.3 TERM OF OFFICE

1 year minimum; 3 consecutive years maximum.

2.4 MEETINGS

1. Quorum shall be 50% of the committee members plus one.
2. Meetings shall be held once per month or more often, as required.
3. Meetings are open to any Co-op member wishing to attend as an observer except for portions of the meeting dealing with confidential matters, which shall be closed.

2.5 AGENDA

Co-op members wishing to have an item placed on the agenda shall inform the Chairperson at least one week before the meeting. An agenda shall be prepared by the Chairperson in consultation with the Secretary before each meeting.

The agenda shall be distributed to all committee members before the meeting.

A copy of the agenda shall be posted on the Co-operative's notice board before each meeting.

2.6 MINUTES

1. Minutes are to be recorded at all committee meetings.
2. Minutes are to be distributed to committee members and to the Co-ordinator as soon as possible after the meeting.
3. One copy of the minutes is to be placed in the Maintenance Committee Administrative File which is to be kept in the Co-op office.
4. All confidential matters considered by the committee shall be recorded in a separate "in camera" section of the minutes.

2.7 REPORTING

1. Recommendations to the Board shall be presented in a written report which states the recommendation and provides background concerning the proposal.
2. A written update on committee activities shall be made monthly to the Board of Directors and to each regular meeting of the members.
3. Sub-committees (Eg. Emergency, Landscaping, Security, and Routine Maintenance) shall report monthly to the Maintenance Committee.

2.8 RESPONSIBILITIES OF EACH AND ALL COMMITTEE MEMBERS

1. To attend all meetings of the committee unless prevented from doing so by ill health, or by work or family commitments. Where a member is unable to attend a committee meeting, the Chairperson should be informed in advance of the meeting.
2. To sit on the committee for at least one year and to give 2 months notice if planning to leave the committee.

3. To prepare for meetings by reading background information and completing any assignments that have been taken on.
4. To take on an equal share of tasks and carry out any specific duties assigned by the committee.
5. To contribute constructively to decision-making.
6. To be familiar with and to follow policies and procedures adopted by the Board and members.
7. To respect the confidentiality of matters considered by the committee or matters to which the committee has access.
8. To make decisions which are in the best interests of the Co-operative.

2.9 FAILURE OF COMMITTEE MEMBERS TO FULFIL RESPONSIBILITIES

1. If there is a problem with a member not meeting the responsibilities of membership on the committee, the Chairperson, or another duly designated representative of the committee, will discuss any such problem with the member and try to resolve it.
2. If a resolution of the problem cannot be arrived at, the member will be asked to discuss the matter at a committee meeting. If a solution is not found, the committee may take a vote by ballot whether the member should be asked to resign, or if necessary, be removed from the committee.
3. The Chairperson shall report the recommendation of the committee to the next Board meeting. The committee member in question shall be entitled to make representation directly to the Board at that meeting.

2.10 FILLING VACANCIES

1. When a vacancy occurs on the committee, the Chairperson and one other committee member designated by the committee will review the list of the Co-op members who have volunteered to serve on the committee. They will select a possible replacement based on the needs of the committee with the aim of ensuring balanced representation. The candidate's name and qualifications will be presented to the Board for its approval. If

a list of volunteers does not exist, the committee will ask for volunteers from the membership.

2. Vacancies should be filled within one month of the vacancy occurring.
3. If a quorum can not be met, the Board shall intervene to determine appropriate action. This may include dissolving the entire committee and appointing a new one or removing some committee members who are not performing their duties and appointing replacements or reducing the size of the committee.

2.11 HANDBOOKS AND TRAINING

1. Each committee member shall be provided with a committee handbook.
2. Each committee member will keep the handbook up-to-date and to return it to the Secretary when leaving the committee.
3. New committee members shall be trained in the areas of committee responsibility by the Chairperson or other designated committee representative.

2.12 SPECIFIC ASSIGNMENTS

(Note: the assignment of responsibilities here assumes that the Co-op employs staff.)

2.12.1 Chairperson

The committee will elect annually, from amongst its members, a Chairperson. The Chairperson's responsibilities shall include:

- (i) calling meetings, as necessary, and ensuring that all committee members are notified of each meeting;
- (ii) preparing an agenda for each meeting (in consultation with the Secretary and, where necessary, with other committee members and the Co-ordinator);
- (iii) calling the meetings to order and chairing the meetings;

- (iv) ensuring that clear decisions are made on each item of business and that all committee members have an opportunity to speak;
- (v) ensuring that new committee members are integrated and provided with necessary information;
- (vi) maintaining an overview of committee operations and ensuring that the committee fulfils the responsibilities and acts within the limits of authority set out in its job description;
- (vii) following up on committee business between meetings to ensure assignments are carried out;
- (viii) ensuring that at least once a year the committee reviews its job description, policies, procedures and committee functioning.

2.12.2 Secretary

The Chairperson shall call for volunteers from the committee for the position of Secretary. The Secretary's responsibilities shall include:

- (i) taking minutes at each meeting;
- (ii) seeing that a copy of the minutes is placed in the Co-op file and that a copy is distributed to each committee member and to the Co-ordinator within two weeks of the meeting;
- (iii) assisting the Chairperson in the preparation of the agenda;
- (iv) preparing and updating the Directory of Committee Members; and
- (v) keeping track of committee handbooks and ensuring that new committee members are provided with an up-to-date committee handbook.

2.12.3 Other Committee Assignments

The Chairperson shall call for volunteers from the committee to be responsible for co-ordinating committee activities in the following areas. It is understood that a single committee member may hold several of these

assignments, if they can do it:

2.12.3.1 Fire Safety Co-ordinator

Responsibilities shall include:

- (i) making sure the maintenance library shelf in the office contains copies of the applicable Fire Codes including the Ontario Building Code;
- (ii) becoming familiar with these laws;
- (iii) participating in annual inspections and preventive maintenance inspections, with expertise in the fire safety and code compliance aspects of these inspections;
- (iv) advising the committee and the Board on the compliance of the building with all municipal and provincial fire code standards;
- (v) ensuring that appropriate fire safety and evacuation procedures are in place and that members are aware of these procedures.

2.12.3.2 Maintenance Education Co-ordinator

Responsibilities shall include:

- (i) preparing reports for members' meetings and reports and other articles for the Co-operative newsletter; and
- (ii) co-ordinating other member education activities carried out by the committee to ensure that members are aware of maintenance policies and program, their maintenance responsibilities and how to fulfil them.

2.12.3.3 Energy Conservation Co-ordinator

Responsibilities shall include:

- (i) co-ordinating the design and implementation of an energy conservation program for the Co-op;

- (ii) providing for member education in this area.

2.12.3.4 Inspections Co-ordinator

Responsibilities shall include:

- (i) co-ordinating annual inspections, reviewing inspections reports and reporting to committee with recommendations concerning follow-up action, according to procedures established by the committee;
- (ii) co-ordinating move-in inspections according to procedures established by the committee.

2.12.3.5 Improvements Co-ordinator

Responsibilities shall include:

- (i) co-ordinating committee review of requests from members to make improvements in their units and, when approval has been given, ensuring that renovations have been carried out according to approved plans and that work is of a satisfactory standard.

2.12.3.6 Work Party Co-ordinator

Responsibilities shall include:

- (i) determining, in consultation with the committee, Board and staff, areas where volunteer work parties of members can usefully be organized to help in the maintenance of the Co-op;
- (ii) scheduling and organizing work parties from time to time.

2.12.3.7 Routine Maintenance Co-ordinator

Responsibilities shall include:

- (i) liaising with the Co-ordinator concerning changes in the routine maintenance program that the committee feels appropriate;

- (ii) co-ordinating volunteer participation in designated areas of the routine maintenance program (e.g., cleaning of corridors and stairwells.)

2.12.3.8 Repairs Co-ordinator

Responsibilities shall include:

- (i) recruiting and training volunteers to help with repairs and other routine non-maintenance tasks.

2.13 THE FILING SYSTEM

The Committee will set up the maintenance files in its own filing cabinet or drawer. The filing cabinet should be in the Co-op office, and be accessible to the Co-ordinator, maintenance staff, and the Chairperson and Secretary of the committee. The file folders and hangers should be a distinctive colour different from other Co-op file folders. The maintenance files shall consist of:

2.13.1 The Administrative Files

This file contains the maintenance committee's policies, minutes, budgets, financial reports, etc., work orders, the work order register, job descriptions, schedules, blank forms and contracts, etc. This file is arranged alphabetically.

2.13.2 The Materials File

This file contains information about all the systems and components that go together to make up the building.

2.13.3 The Unit Files

This file contains the histories of each definable area of the building. To make this system work, each separate area of the building is numbered or labelled. Then a file is opened for every such area, for instance units, storage rooms, lounges, lobbies, etc. Deficiency reports, inspection reports, work orders, contract copies, etc., are kept in these files.

2.13.4 The Maintenance Library

The library consists of a bookshelf near the maintenance filing cabinet. It contains "Materials" files too bulky to fit in the drawer, and at least the following basic books: The Building Code (both national and provincial), The Fire Code, CMHC National Building Standards, the electrical and plumbing codes, and a good book about building maintenance.

THE MEMBER'S MAINTENANCE RESPONSIBILITIES

3.1 THE PURPOSE OF THIS By-law

To set out the responsibilities of the members for the maintenance, repair and improvement of Co-op property.

3.2 SOME GENERAL RESPONSIBILITIES

Members are responsible for the upkeep and cleaning of their units including:

- (i) carrying out minor repairs;
- (ii) reporting maintenance problems to the Co-op promptly;
- (iii) re-decorating;
- (iv) where applicable, grounds keeping and general maintenance of private yards.

Members will be responsible for any costs resulting from repair or replacement of Co-op property which is required by:

- (i) the removal by the member of property or equipment owned by the Co-operative;
- (ii) undue wear and tear caused by the member;
- (iii) damage caused wilfully or through negligence by the member.

3.3 SOME SPECIFIC RESPONSIBILITIES

1. Members are responsible for the following:

- Replacing light bulbs in the unit and in appliances (e.g., refrigerator and stove);
- Replacing fuses in the stove;

- Owning a plunger for unplugging toilets and sinks;
 - Owning a shovel or broom for clearing snow from balconies;
 - Telling members in the units below before washing their balconies;
 - Keeping their unit in general good repair and clean (see "Annual Unit Inspections");
2. Members are encouraged to do their own unit repairs when possible;
 3. For unit repairs beyond the capacity of the member, a maintenance request form must be filled out and placed in the Co-op Office;
 4. As a responsible member of the Co-op, each member should submit a maintenance memo for any repairs he/she notices in any common area of the Co-op (e.g., front lobby door, laundry room, washers and dryers for Co-op use, etc.);
 5. Members who require assistance<<*_S13. REPLACE assistance BY SIMPLER aid or help? *>> in cleaning under stoves and refrigerators or glass in oven doors should submit a maintenance memo for the committee.

3.4 REIMBURSEMENT FOR EXPENDITURES BY MEMBERS

The Co-op will reimburse a member for maintenance-related expenditures, which he or she has made, only if that member has received the prior approval of the Co-op for the expenditures. Receipts must be provided.

3.5 TOOLS AND EQUIPMENT

1. Maintenance tools and supplies owned by the Co-op may not be borrowed or used by members for their own use.
2. The Maintenance Committee will determine what Co-op equipment, if any, may be loaned to members.
3. Members will be responsible for loss of or damage to any equipment borrowed from the Co-op while in their custody, however caused.

3.6 MEMBER'S DETAILED RESPONSIBILITIES: WITHIN THE UNIT

3.6.1 Painting and Decorating

3.6.1.1 Frequency

Members will not be required to re-paint their units unless re-painting is necessary because of undue wear and tear.

3.6.1.2 Labour

When members wish to re-paint their units, they will be responsible for carrying out the work, unless prevented from doing so by illness, age or disability.

3.6.1.3 Materials

- (i) The Co-op will supply paint to re-paint units at least every five years or, if necessary, when there is a change of occupancy. This allowance may be claimed in instalments if the whole unit is not painted at one time. The Maintenance Committee will determine the amount of paint allowable for each size of unit.
- (ii) Paint Allocation Guideline
 - (a) A one-bedroom unit receives 16 litres of paint.
 - (b) A two-bedroom unit receives 20 litres of paint.
 - (c) A three-bedroom unit receives 24 litres of paint.
 - (d) ~~A four-bedroom unit receives 28 litres of paint.~~
- (iii) Flat white latex paint is available to members who wish to paint their ceilings, if this is necessary.
- (iv) Oil-based paints are not to be used. Semi-gloss latex will be used in bathrooms and kitchens, and for trim.
- (v) The following areas are not to be painted:
 - floor and wall tiles;

baseboard and wall heaters (cuts down capacity);
kitchen and bathroom cupboards;
wood grain and closet doors;
dark brown metal window trim and patio doors;
fire alarms and heat detectors;
light switch plates;
electrical outlet plates;
door knobs;
light fixtures;
thermostats;
appliances;
grills and vents.

3.6.1.4 Colour

- (i) The Co-operative will provide the paint from a selected range of types and colours. Members will not be reimbursed for the cost of paint which they have purchased themselves.
- (ii) Members who are purchasing their own paint may paint in the colours of their choice. Such members, however, are expected to use reasonable discretion when choosing a paint colour. If, when they leave their unit, their colour choice is unacceptable (to the Co-operative, or to the new resident), they must restore the unit colour to the original colour. If a dark or vivid colour is used, and the member does not restore the suite colour to the original colour, the cost of extra coats of paint required when repainting will be deducted from the Maintenance Guarantee Deposit when the member moves out.
- (iii) Painting equipment and supplies (other than paint), e.g., brushes, rollers, thinner and dropcloths, must be supplied by the member at their own expense.

3.6.1.5 Quality of Work

- (i) Only surfaces previously painted may be painted.
- (ii) Members should take due care when painting. Dropcloths or similar protective coverings must be used. Cover plates on outlets must be removed before painting. All hardware, controls, fixtures, etc. must be masked before painting.

3.6.1.6 Wallpaper

- (i) All wallpaper must be dry-strippable. It 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.
- (ii) The Co-op will not contribute to the cost of wallpaper, but will supply "wall size" (a wall sealer) at no cost.

3.6.1.7 Other Finishes

- (i) 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.
- (ii) Texture spray, stucco or textured paint may not be applied to any wall or ceiling.

3.6.1.8 Hooks, Hangers, and Nails

- (i) Self-sticking or glue-mounted objects are not allowed. Nail hooks are to be used for light objects, and wall plugs with screws for heavy objects.
- (ii) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers, etc.

3.6.2 Floors

- (i) Members are expected to regularly clean and maintain tile and carpet floor coverings.

3.6.3 Appliances

- (i) Appliances and their accessories belonging to the Co-operative may not be removed or moved from one unit to another, or replaced without prior written permission from the Co-operative.

- (ii) The Co-operative is responsible for maintaining Co-operative-owned appliances in working order and replacing them, as necessary, due to normal wear. In the case of abuse of the appliance by the member, the Co-operative may require the member to contribute to the cost of maintenance.
- (iii) Members are required to regularly clean both the interior and exterior of their refrigerators and stoves, according to the recommendations of the manufacturer. Damage to any appliance caused by the failure of a member to carry out these responsibilities or by the member's neglect or abuse will be repaired by the Co-op at the member's expense.
- (iv) Members may install additional appliances, except for those listed below, without consulting the Co-op, provided no structural alterations are required. If structural alterations are required, they must be approved, in advance, by the Maintenance Committee according to the procedure outlined elsewhere in this By-law. No portable washers and dryers will be allowed at all.

3.6.4 Windows and Screens

- (i) The member is responsible for periodically cleaning windows.
- (ii) 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.

3.6.5 Pest Control

- (i) In the event of a 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.
- (ii) Exemptions to the general requirement that chemical pesticides be used in units will be allowed to members who get 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 the common areas of the building.
- (iii) 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.

3.6.6 Locks

- (i) Members may not add to, or alter the locking system of their unit without the written permission of the Co-op.
- (ii) The Co-op will maintain all locks on entrance doors to the building and individual units.

3.7 CONCERNING ANNUAL UNIT INSPECTIONS

3.7.1 Why?

As part of the preventive maintenance program, the Co-operative may carry out an annual inspection of all units to identify present and possible future maintenance problems.

3.7.2 Requirement To Allow Inspection

The member is responsible for co-operating with the Maintenance Committee to allow representatives to make the annual inspection.

3.7.3 Giving of Notice

Co-op will be responsible for giving each household at least one week's advance notice in writing of the inspection. The exact date and time will be specified in the written notice from the Co-op.

3.7.4 Results of the Inspection

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. The member will be charged for the expenses incurred.

3.8 MEMBER'S RESPONSIBILITY RE: INTERIOR COMMON ELEMENTS

Members must not place personal items in fire exits, stairs and corridors or public thoroughfares (this includes boots, bicycles, etc.).

3.9 RESPONSIBILITY RE: MECHANICAL AND ELECTRICAL SYSTEMS

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

3.10 MEMBER'S RESPONSIBILITY RE: EXTERIOR MAINTENANCE

3.10.1 Buildings

- (i) Members are responsible for periodically cleaning the exterior and interior of all windows accessible from the balconies.

3.10.2 Grounds

- (i) Members are responsible for the reasonable maintenance and orderly appearance of their private yards and walkways leading to their units. These areas must be maintained to at least the standards of the local community.
- (ii) Members must receive the prior, written approval of the Maintenance Committee to erect any structure (e.g., storage shed) in their outdoor space. Such permission will probably not be given without some compelling reason.

3.10.3 Painting

- (i) The Co-operative will maintain the finish of all exterior doors, window trim, and railings. Painting of the exterior of the building is not permitted. Painting of balcony floors is not allowed. (It is not recommended because re-painting would be required every few years.)

Responsibility of Member Wishing to Improve Unit

4.1 Purpose of This By-law

The purpose of this By-law is to set up guidelines concerning what repairs and improvements members may undertake within their individual units and private outdoor space.

4.2 A General Discussion of Considerations

4.2.1 Does The Co-op Approve?

The Co-operative, while not encouraging major unit alteration, is sympathetic to renovations that will enhance the 'marketability' of the unit, providing that the Co-operative has confidence that the renovations will be completed with reasonable taste and quality. Some of the considerations are:

1. Will the renovations reduce the number of rooms in the units? Renovations which will reduce the bedroom count of a unit, may violate agreements with Canada Mortgage and Housing Corporation or affect the Co-operative's status with the Ontario Ministry of Housing. Many such renovations will also reduce the efficiency of the unit and make it less desirable to families who are the target group of most co-operatives.
2. Will the renovations run contrary to local or provincial building codes? Most of the items listed as examples of alteration requests require some type of permit. Other items such as stripping plaster from brick walls may violate building codes by reducing the fire rating of mutual walls.
3. Will the renovations enhance the unit? 'Marketability' of units is an important consideration in reviewing plans for alteration. The Maintenance Committee will insist on the applicant submitting clear detailed plans for analysis by the committee.
4. Will the work be of acceptable quality and will it be completed within a reasonable period? The committee will assess whether the means, the method of the applicant and the scheduling of the work are acceptable. The member must convince the committee that s/he can do the work, and has the time and energy to do the work in cases of major

alteration.

4.2.2. Quality of the Workmanship

There are several ways to protect the Co-operative against incomplete or poor unit alteration by members.

1. The first way is to require the member to live in the Co-operative for a given time before engaging in major renovations. If a Co-operative has, for example, a year's experience with a member it will help the Co-operative to decide his/her trustworthiness.
2. A second way is to require the member to enter a simple contract with the Co-operative, promising that the work will be completed and will be of a quality acceptable to the Co-operative. This simple contract should name the remedies possible if the alterations do not measure up to the agreement. For example, the member could be required to return the unit to its original state, the unit would be repaired at the member's cost, etc.
3. The third way is to require a security deposit. The security deposit could be held until the work is complete, and could be used in case of abandonment or poor workmanship by the member. This of course, would apply only to large alterations. It could be considered to be prejudice against lower income members, however.

Inspection of plumbing, electrical and structural modifications by a municipal inspector, or appropriate renovations expert, plumber, electrician, respected tradesman, is recommended. This may help to ensure that at least the work done by the member that is critical, has been done properly.

The degree of caution exercised by the maintenance committee will depend on each case -- the complexity, size of the alteration and the skills and reliability of the member. The committee must protect the Co-operative while not acting like a landlord and strike a balance between being arbitrary and being overly bureaucratic.

4.3 Who Pays for Materials?

One further issue associated with major unit alterations by members is 'Who pays for materials?' It could be argued that, since the Co-operative will be the ultimate beneficiary of any substantial improvements to the units, the Co-operative should at least pay the material cost of those improvements. However, it is pretty obvious that it could cost a Co-operative a great deal of money if people started to do a lot of renovation work in their units. Other members may resent

spending money on 'frivolous' alterations. It would be those members who had neither the time, the skill nor, perhaps, the inclination to undertake such alterations who would be paying for the alterations of the others.

Some factors that should be considered when deciding if the Co-operative will ever contribute to the material cost of a members' renovation project are:


- (i) Is the work necessary or only cosmetic?

If it is probable that the Co-operative would eventually have to spend money on the unit for repairs that are part of the member's proposal, the Co-operative may be more inclined to pay for the materials or part of the materials. For instance: the kitchen cabinets in a unit are old and rotten and need to be replaced. The member would prefer to make or buy quality cabinets rather than have the Co-operative purchase economical cabinets, if the Co-operative will supply the lumber cost. Then the committee might consider an allowance for lumber and hardware up to an amount equal to the cost of cheap cabinets.

- (ii) How much will it cost?

The exact cost of material requested should be examined considering the budget and available cash. Improvements to a unit by the member are a manifestation of that member's sense of ownership and pride in the unit which should not be disregarded.

4.3.1 Approval Procedure

 Members must receive the prior written approval of the Co-operative before undertaking any alteration to their units or private outdoor space which:

- (i) involves structural changes (e.g., removing walls); requiring a building, electrical or other permit (e.g., plumbing or electrical alterations);
- (ii) is to be left in place permanently (e.g., built-in bookcase); will affect the external appearance of the unit (e.g., erecting storage shed);
- (iii) involves changes in the equipment in the unit (e.g., replacement of stove);
- iv) alters the division of space in the unit.

Application Procedure

- (i) Proposals for unit improvements (accompanied, where appropriate, by a drawing of the proposed improvements) must be submitted to Maintenance Committee through the Office.

If the member is uncertain whether a planned alteration requires co-op approval or has any other questions, the member shall contact the office in person, or by calling the office.

- (ii) In most cases a representative of the committee will visit the member's unit before making a recommendation to the committee about the request.
- (iii) A representative of the committee will inform the member of the committee's decision and of any conditions attached to the approval. A committee representative will inspect the work upon completion.
- (iv) The Maintenance Committee will, according to the terms of this By-law, recommend or not recommend requests and to attach such conditions to recommended requests as it considers appropriate. Members may appeal personally to the Board of Directors if their initial request is turned down.
- (v) The Maintenance Committee will use the guidelines described above when reviewing requests. These guidelines are 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, is in the interests of the Co-op.
- (vi) If the Maintenance Committee 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.)
- (vii) The Maintenance Committee may, from time to time, set standards of design, materials and quality of work for improvements which members carrying out such improvements must meet. These standards must be first approved by the Board of Directors before becoming operative.

4.3.2 Deposit

- (i) The Maintenance Committee may require a member to pay a deposit to the Co-op prior to undertaking an improvement. The deposit may be held pending 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.

4.3.3 Permits

- (i) It is both the Maintenance Committee's and the member's responsibility to determine whether a permit is necessary.
- (ii) Members are responsible for obtaining and paying for the cost of any permits required by the local municipality.

(Note: Permits are required for most substantial alterations, including the following examples: installation of partitions; plumbing alterations; mechanical alterations; electrical alterations.)

- (iii) If requests for alterations that require permits are approved, the Maintenance Committee will provide members with a copy of the original floor plans or other necessary records and help them in preparing the documentation required for the permits.
- (iv) The member must provide the Maintenance Committee with a photocopy of any permit received (by leaving it at the office).
- (v) The member must advise the co-op when the work is complete and a final inspection of the alteration will be carried out. If the work is not considered satisfactory, the member must upgrade it, or, if this is not possible, to return the unit to its original condition.

4.3.4 Compensation

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 or unless a prior agreement has been made according to this By-law and approved by the Board on the recommendation of the

maintenance committee.

4.3.5 Storage of Co-op Fixtures

- (i) Fixtures in place are the property of the Co-op.
- (ii) Members may 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.

4.3.6 Improvements Improperly Undertaken

If a member undertakes any alteration listed above without the prior written approval of the Maintenance Committee and/or the Board, or if, at any 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 his own expense.

Member's Maintenance Responsibilities on Move-Out

5.1 Basis of This By-law

This By-law is based upon the provisions in the Co-operative's By-laws and Occupancy Agreement which state that if the unit is found to be in unsatisfactory condition after a member has moved out, the Co-operative will arrange to have the necessary work completed and the costs involved charged to the member and/or deducted from the member's Maintenance Guarantee.

5.2 Procedure

1. Upon a Member giving proper notice of move-out, an inspection of that Member's unit will be carried out by the Co-op within fifteen (15) days.
2. 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 Co-op's opinion is reasonable.
3. The Member will have thirty (30) days in which to complete the repairs, then a second inspection will be carried out by the Co-op.
4. Money on deposit will not be refunded until after the Co-op has received vacant possession of the unit.
5. The deposit may be applied against the cost of repairs or heavy cleaning if required.
6. 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.

5.3 Checklist Format

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

5.4 General Move-Out Responsibilities

1. Carry out any repairs identified as being necessary during the Move-Out Inspection 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. If you have painted an area a dark colour that will require an additional coat of paint to cover, repaint the area in a neutral colour.

5.5 Move-Out Responsibilities Related to Unit Interiors

5.5.1 Walls and Ceilings

1. Walls should be left clean and free of grease marks and scratches;
2. 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;
3. Nails and picture and ceiling hooks should be removed and the holes filled.

5.5.2 Woodwork

1. All woodwork, including baseboards, must be left clean and free of marks;
2. Ensure unpainted woodwork is free of paint splatters.

5.5.3 Doors

5.5.3.1 Interior Doors

1. Should be left clean, free of marks, decals, etc. and in good condition;
2. Any doors which have been removed must be re-hung.

5.5.3.2 Exterior Doors

1. Each door and frame should be left clean and free of marks, decals, etc. and in good condition;
2. Screen/patio door: screen and window should be clean and in good condition; screen and window to be intact.

5.5.4 Windows and Screens

1. Clean window sills, window tracks, and frames;
2. Windows and screens must be present and in good condition;
3. Windows and screens should be left closed and locked.

5.5.5 Floors

1. Vacuum all bare and carpeted floors;
2. Carpeted areas should be professionally cleaned;
3. Wash and wax all sheet flooring;
4. Hardware should be cleaned with appropriate agent;
5. Damage judged by the Co-op to be more than normal "wear and tear" may result in flooring or carpeting being replaced and the member charged.

5.5.6 Electrical Fixtures

1. All light fixtures must be present, clean and in good condition;
2. Switch plates and outlet covers should be free of marks, paint splatters, cracks or chips;
3. Painted or damaged covers must be replaced by the member;
4. Intercom and cable outlet should be clean and free of paint splatters;
5. Exhaust fans should be vacuumed and wiped clean, filter, if present, should be replaced;
6. Smoke detector (POC/heat detector) should be clean, free of paint, and functional;
7. Thermostat, heat ducts, rads, etc., should be clean, free of paint and functional.

5.5.7 Bathroom

1. Clean basin, tub/shower, toilet, toilet tank;
2. Decals must be removed;
3. Clean medicine cabinet and vanity;
4. Towel bars, shower rod, soap dishes, etc. should be clean and in good condition;
5. Chrome fixtures, tile and caulking should be clean and in good condition;
6. Walls and floor should be washed and floor waxed;
7. Ensure that taps are not dripping.

5.5.8 Kitchen

1. Stove:
Clean inside and out using approved agents;

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.

2. Fridge:

Defrost and 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.

3. Kitchen general:

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 and wax floor.

4. Dishwasher:

If a dishwasher is taken out, the member is responsible for capping the drain and water supply lines to the dishwasher location, and also for properly re-installing the lower cabinet at that location.

5. Storage Locker:

Remove all items from storage;

Clean all spills and stains.

5.6 Move-Out Responsibilities Related To Unit Exterior

5.6.1 Lawn and Fence (Ground-Floor Units)

Fences must be left in good condition.

5.6.2 Balcony (All Other Units)

Ensure balcony is free of debris and swept clean;

Exterior light fixtures, electrical receptacles to be present and in good working order;

Railing to be tight and free of blemishes.

The Co-operative's Maintenance Responsibilities

6.1 The Purpose of This By-law

To set out the responsibilities of the Co-op for the maintenance, repair and improvement of Co-op property.

6.2 General

The Co-op is responsible for the routine maintenance, repair and improvement of the building's interior, exterior, and grounds in order to:

- (i) ensure that buildings are structurally sound, safe and secure;
- (ii) provide property-related services and facilities to meet the needs of members;
- (iii) keep mechanical systems and appliances in good working order;
- (iv) maintain and enhance the attractive appearance of the property.

6.3 Co-op's Responsibilities Within the Unit

6.3.1 Painting and Decorating (see also 3.6.1)

6.3.1.1 Required Frequency

The Co-op will not require members to re-paint their units unless re-painting is necessary because of wear and tear.

6.3.1.2 Labour

The Co-op will not be responsible for the cost of labour.

6.3.1.3 Materials

- (i) The Co-op will supply paint to re-paint units at least every five years or when there is a change of occupancy. This allowance may be claimed in instalments if the whole unit is not painted at one time.
- (ii) The Maintenance Committee will determine the amount of paint allowable for each size of unit.
- (iii) The Co-op will provide the paint from a selected range of types and colours.
- (iv) The Co-operative will not be responsible for the cost of painting equipment and supplies (other than paint), e.g., brushes, rollers, thinner and dropcloths.

6.3.1.4 Wallpaper

The Co-operative will not contribute to the cost of wallpaper or other finishes.

The Co-operative will supply, free of charge, "wall sizing" (a liquid wall sealer) to members who wish to apply wallpaper, to protect the wall surfaces of the Co-operative against damage.

6.3.2 Appliances

- (i) The Co-operative is responsible for maintaining Co-operative-owned appliances in working order and replacing them, as necessary.
- (ii) 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.
- (iii) Damage to any appliance which is caused by the failure of a member to carry out his responsibilities or otherwise caused by the member's neglect or abuse will be repaired by the Co-op, but at the member's expense.

6.3.3 Windows and Screens

The Co-operative 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.

6.3.4 Pest Control

- (i) The Co-operative is responsible for pest control measures throughout the building.
- (ii) In the event of a 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. (See "Exemptions..." under Member's Responsibilities, Section 3.6.5)
- (iii) If members are incapable of preparing for extermination services, the Co-op will provide assistance.

6.3.5 Locks

- (i) The Co-op will maintain all locks on entrance doors to the building and individual units.

6.4 Concerning Annual Unit Inspections

- (i) As part of a preventive maintenance program, the Co-op will carry out an annual inspection of all units to identify present and possible future maintenance problems.
- (ii) The Co-op will be responsible for giving each household at least one week's advance notice in writing of the inspection.
- (iii) 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.

6.5 Co-op Responsibility Re: Interior Common Elements

6.5.1 General

- (i) The Co-op is responsible for the routine maintenance, repair and periodic

- redecorating of all interior common areas (including lobby, corridors, offices, laundry room, maintenance workshop, etc).
- (ii) The Co-op will carry out an annual maintenance inspection of all interior common elements.
 - (iii) The Co-op is responsible for maintaining and servicing all common mechanical systems and equipment (e.g., elevator, laundry room, appliances, etc.).
 - (iv) The Co-op is responsible for re-lamping lights in the common areas.
 - (v) The Co-op is responsible for regular testing of all safety systems.

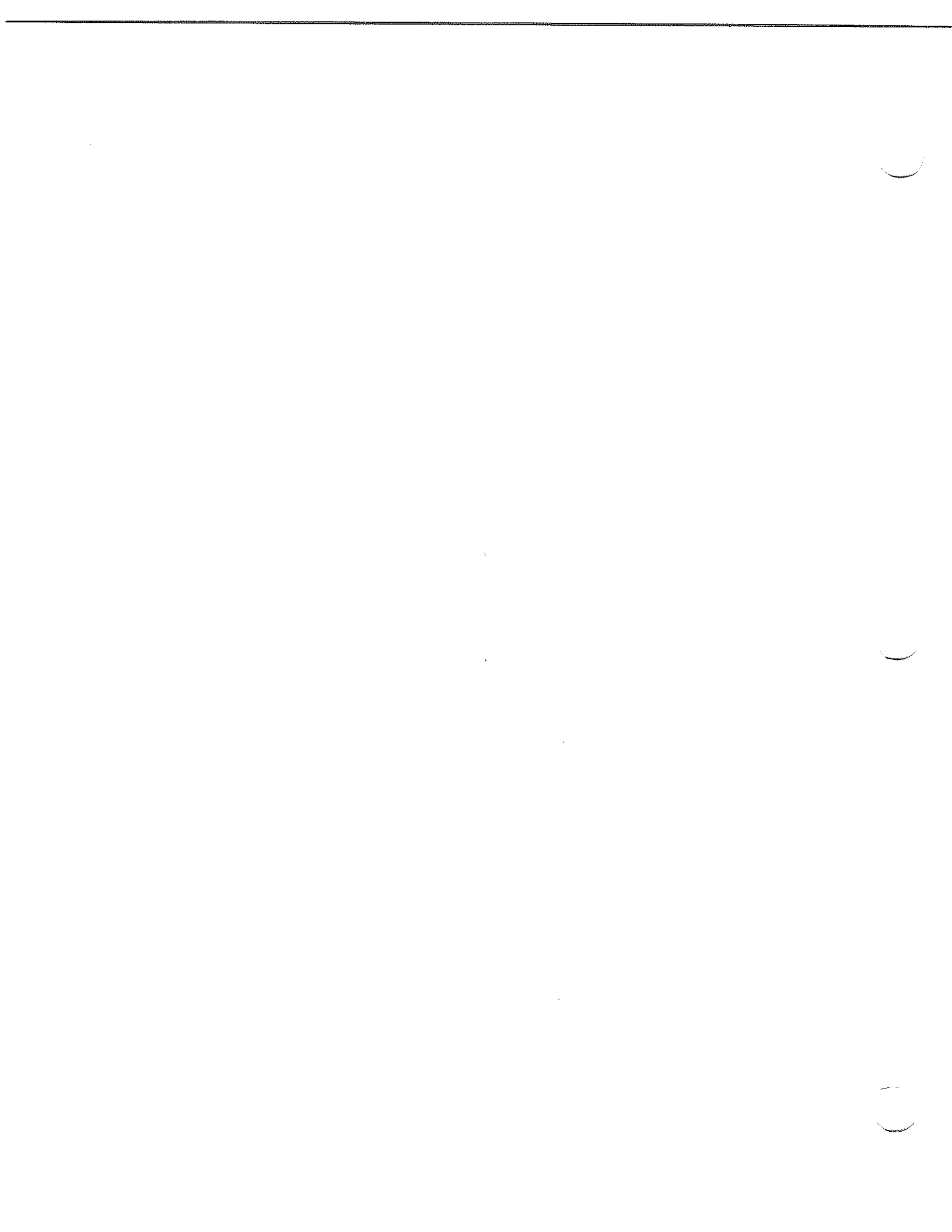
6.5.2 Mechanical and Electrical Systems

The Co-op is responsible for the routine maintenance and repair of mechanical and electrical systems to ensure their effective functioning.

6.6 Co-op Responsibility Re: Exterior Maintenance

6.6.1 Buildings

- (i) 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.).
- (ii) The Co-op will carry out an annual maintenance inspection of the exterior and common areas of the buildings.
- (iii) The Co-op is responsible for all exterior painting.
- (iv) The Co-op is responsible for periodically cleaning the exterior of all inaccessible windows in the apartment building and the interior of common area windows. Members are expected to co-operate when cleaning is scheduled (e.g., by removing screens).



6.6.2 Grounds

6.6.2.1 The Landscape Committee

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

1. Routine maintenance of lawns and trees;
2. Routine maintenance and improvement of driveways, steps and walkways, including repair and resurfacing of pavement, cleaning and sweeping;
3. Removal of litter from lawns and walkways which are not immediately next to ground floor apartments, and from driveways and play areas; maintenance of exterior drains;
4. Routine maintenance, repair and replacement of exterior common area lighting, including periodic re-lamping;
5. Regular removal of snow and ice and sanding of common walkways, steps and driveways;
6. Painting and staining of fences and gates (to be done solely by the Co-op to maintain uniform appearance);
7. Repair of damaged fences. (The cost of repair will be charged to the member if the damage was caused by neglect or abuse).

PASSED by the Board of Directors and sealed with the Corporate Seal this 11th day of September, 1995.

President

Secretary



AMENDED by the Board of Directors and sealed with the corporate Seal this 25th day of November, 1997.

M. Jaylor
President

J. W. G. 12-14-97
Secretary

CONFIRMED by the members of Kanata Co-operative Homes Inc. and sealed with the Corporate Seal this 9th day of December, 1997.

M. Jaylor
President

J. W. G.
Secretary

