

WILLIAM PUNNETT HOUSING CO-OPERATIVE INC.

BY- LAW NO. 10

Maintenance and Improvements By-Law

Passed by the Board of Directors on December 10th 2013

Confirmed by the Members on

Article 1 General Information

Article 2 Members Responsibilities

Article 3 Co-op Responsibilities

Article 4 Emergency Policy and Procedure

Article 5 Work Order Policy and Procedure

Article 6 Unit Improvement Policy and Procedure

6.01-6.03 Unit improvements and procedures

6.04 Decorating

6.05 Floors

6.06 Appliances

6.07 Windows and Screens

6.08 Pest Control

6.09 Locks

6.10 Hazards

6.11 Plumbing and Electrical

6.12 Satellite Dishes

Article 7 Supplies and Equipment Policies and Procedures

Article 8 Inspection Policy and Procedure

Article 9 Charge Backs

MAINTENANCE AND IMPROVEMENTS

Preamble

Co-operative housing is based on principles of self-management and self-reliance; Members contribute to the financial soundness of the co-op community;

Maintenance of the actual physical building is a keystone of sound property management and fiscal responsibility;

Individual participation by the membership is the most direct and practical method of achieving these goals.

In order to keep maintenance costs to a minimum, the members of the co-op are responsible for the routine maintenance of their unit.

The co-op may assist with advice, tools, physical or material help. The co-op does not assume the responsibility for the general upkeep and repair of occupied units.

Objectives

To maintain a safe and sound building structure and grounds

To maintain mechanical systems and services in good functioning order

To respond both adequately and responsibly to the maintenance needs of the co-op

This By-Law outlines the specific duties and responsibilities of the co-op and the members in more detail.

Article 1 General Information

1.01 (a) The purpose of this bylaw is:

- To set out the responsibility of the co-op in providing a place to live that is clean, well maintained and meets off standards of effective property management;
- To set out the responsibility and obligations of the member;
- To set guidelines about what alterations members may make to the units and what conditions must be met before any alterations may be made.

(b) This by-law does not deal with the procedures that will be used by the co-op for the management of the property. The procedures will be developed by the board, maintenance committee (if it exists), and co-op staff.

Article 2 Member Responsibilities

The co-op must make a reasonable effort to provide member education so members are aware and know what is required of them.

- 2.02 Members are responsible for the upkeep of their unit, including:
- cleaning
 - minor repairs
 - reporting any problems quickly
 - redecorating the unit
 - taking care of outdoor space of the unit (i.e., patios, front and rear yards, balconies, etc.)
- 2.03 Members unable to take care of their responsibilities because of disability or illness, may ask the co-op for assistance. A written request must be made to the board of directors. The co-op will never agree to take on routine cleaning and upkeep.
- 2.04 Members will be held responsible for the cost of any repair or replacement of any co-op property if:
- They have removed any co-op property or equipment without permission;
 - They have caused undue wear and tear to the unit or any co-op property;
 - They have wilfully damaged any co-op property or equipment;
 - They have been negligent in using co-op property or equipment and caused damage through this negligence.
- 2.05 Members will be individually responsible for the following, but not limited to;
- (a) Minor repairs to the units, including
- floor register cover replacement
 - cleaning and replacing the range hood filter
 - changing the furnace filter (if applicable)
 - replacing switch plate covers
 - cleaning of the bathroom fans
 - minor plumbing repairs such as clogged drains and plugged toilets
 - keeping the front and rear yards maintained and free of weeds and debris (townhouses)
 - repairing holes in the walls, and plaster cracks
 - tightening kitchen cupboard hinges if they become loose.
 - tightening loose towel bars
- (b) Reporting repairs needed promptly by submitting a work order request form to the office

(c) The cost of repairs if any damage is caused by the member, other occupants of the unit, or guests done to any Co-op property will be charged back to the member.

(d) Periodic painting of unit interiors with latex white base paint only

Article 3 Co-op Responsibilities

3.06 The co-op is generally responsible for the routine maintenance, repair and improvement of the buildings: interior, exterior and grounds. This is undertaken under the direction of the board in order to:

- Be sure that buildings are structurally sound, safe and secure;
- Keep mechanical systems and appliances in good working order;
- Be sure the co-op is in compliance with all health, safety, maintenance and occupancy standards required by law;
- Provide property-related services for you as a member of the co-operative; and
- Maintain and enhance the appearance of the property.

(a) Regular maintenance and periodic redecoration of the Common Room;

(b) Maintaining and servicing all mechanical and electrical systems and equipment owned by the Co-op (e.g.: refrigerators, stoves, common area laundry appliances)

(c) Regular inspections and maintenance of exterior common areas including outside drains, walls and roofs

(d) Exterior maintenance of buildings

(e) All major unit and common area repairs

Article 4 Emergency Policy and Procedure

The purpose of Emergency Policy and Procedures is to provide service in a crisis situation when regular procedures will not be adequate.

The following conditions constitute an emergency:

- Safety of life is endangered
- Immediate health hazard exists
- Loss of essential services
- Financial loss to the Co-op will arise if immediate action is not taken
- Protection of public or private property.

Procedures

1. In the case of extreme emergency (fire, gas leak, severe accident), the member should call the appropriate emergency number, and then also report the emergency to the emergency number provided by management.
2. In the case of other emergencies (leaking pipes, no heat, floods, electrical breakdown), call the emergency number provided by management she/he will evaluate the situation and may call a tradespersons if needed.
3. No member may call a tradesperson and if a member does, she/he will be responsible for payment of the bill.
4. All emergencies will be reported to the office or the after-hours emergency number immediately.
5. Matters not considered to be emergencies should be treated as normal repair work, and the Work Order Policy and Procedures should be followed.
6. If the afterhours emergency number is called and must be dispatched for something that is not considered an emergency such as, lost keys, clogged sinks, and clogged toilets if there is another one available that can be used, the cost will be charged back to the member.
7. In order to avoid fire hazards in the building, members are advised to;
 - I. Never put any burning materials such as cigarettes into the garbage chutes.
 - II. Never dispose of any flammable liquid or aerosol cans in the chutes.
 - III. Never force anything into the garbage chutes.
 - IV. Avoid unsafe cooking practices such as deep frying, unattended stoves, and loose hanging clothing while cooking.
 - V. Avoid unsafe electrical appliances such as frayed extension cords, and overloaded outlets.
 - VI. Avoid careless smoking. Never smoke in bed.
 - VII. Always know where the alarm pull stations, and exits are located.

Article 5 Work Order Policy and Procedures

Members will deliver all Work Order Request forms to the Co-op office. No phone or verbal work orders will be accepted.

The work orders will be prioritized by the office and recorded in the work order register. If the work cannot be done the office will communicate the decision in writing to the member.

Procedures

1. Work order requests will be filed as follows:
 - Received in the office and date stamped
 - completed (signed by Maintenance staff) - unit file
 - completed - work order report on computer
 - rejected – unit file
2. The work order report will be periodically updated by the Maintenance staff to facilitate reports at Board meetings.

Article 6 Unit Improvement Policy and Procedure

- 6.01 Fixtures and appliances in place are the property of the Co-op; such items, if removed, shall be stored by the member in her/his unit and replaced when the member leaves the unit.
- 6.02 Any non-permanent fixtures installed by the member may be removed by her/him at any time, providing the unit is returned to its original or better condition in all respects.
- 6.03 Permanent interior improvements and alterations, including but not restricted to the following:
 - Major structural changes, moving or adding walls;
 - Replacing floor coverings;
 - Installation of additional wall coverings (tile, paneling, etc.);
 - Electrical, plumbing, and heating work; and,
 - Basement finishing projects (in townhouses)May be made only with the prior written approval of the Co-op. Procedures as outlined below must be followed. Any such work must be done by the co-ops preapproved contractor and conform to all building codes and regulations. The board may also impose terms and conditions relating to the alterations or improvements when giving consent.

Procedures

1. All unit improvement requests must be made in writing to the Co-op office to be forwarded to the board of directors, including but not restricted to the following:
 - Replacing or re-finishing floor coverings
 - Installation of additional wall coverings (tiles, paneling, etc.);
 - Electrical, plumbing, and heating work; and,
 - Basement finishing projects. (in townhouses)

Improvements may be made only with the prior written approval of the Co-op. Application should be made in writing to the Board, including a description of the work, what materials will be used, a drawing of the project, and all licenses and permits as required.

2. After consideration by the Board, the office will contact the member as to the status of the application.
3. If additional information is required, or conditions stipulated by the Board, the request will be considered again at the next Board meeting.
4. If the work is not completed in a satisfactory manner at the time of the next annual unit inspection, the member will pay the cost of returning the unit to its original condition.

6.04 Decorating

- (a) You will be responsible for the physical painting of your unit. The co-op will make you repaint unless your unit is showing signs of wear and tear.
- (b) You may only use latex paints. Oil based/Alkyd paints must not be used. You are expected to choose a paint that is a reasonable color. Pastels and pale colors are preferred. Yellow should be avoided because of the difficulty in covering it but you can choose it knowing that it will cost you more to repaint later. If you choose a dark color you will have to pay for the extra cost of paint to return the unit to a pale, neutral color when you move out or will be charged back the full cost of having someone repaint the unit.
- (c) You must buy your own painting equipment and supplies such as paint, drop cloths, brushes and rollers. The co-op does not supply these items and will not pay for them.
- (d) You may only paint surfaces that were painted when you moved in. This means you cannot paint things such as cabinet faces, pre finished window frames and factory finished metal surfaces.
- (e) You must take care of the co-op property while you are painting. You must use drop cloths and other protective coverings. All duplex and switch plate covers must be removed before you paint. All hardware controls and fixtures must be masked before you paint.
- (f) You cannot put up any new wallpaper until all of the old wallpaper and its backing have been removed. You may only use dry strippable wallpaper. You must remove the wallpaper when you move out unless the new member agrees (in writing) to have it left in place.
- (g) Do not put up any other wall coverings such as cloth, tiles, mirrors etc. until you have the written permission of the board to do so. If the materials damage the walls by their application or removal, you will have to pay for any repair to the surface and have the work done before you move out.

- (h) Stucco or textured paint cannot be repainted without prior written permission.
- (i) Before you move out, you will have to fix and/or paint over damage caused to walls and ceilings by the use of picture hangers, traverse/drapery rods, ceiling hangers etc. All repairs must meet the standards established by the co-op.
- (j) You must return the unit to at least the state it was in when you moved into it. The unit must be in reasonable condition when you move out.
- (k) If you are making an internal move, the condition of the unit that you are moving into will have no bearing on your obligations to leave your unit clean and in good state of repair.
- (l) No permanent fixtures are allowed outside in the townhouses unless the member receives prior approval from the board.

6.05 Floors

- (a) Members are expected to clean and maintain any floor coverings and materials in the unit.
- (b) The co-op will periodically replace floor covering and materials. Members cannot install any floor coverings or change any flooring materials without prior written permission from the board.
- (c) Members must prove that any flooring, carpeting, etc. of a permanent or temporary nature, that they lay or have installed will not cause any permanent damage to the co-op property.

6.06 Appliances

- (a) The co-op owns the appliances and their accessories and they cannot be moved from one unit to another without written permission. Members cannot replace co-op appliances without written permission. While members are not encouraged to bring their own fridges and stoves to the co-op, they are responsible for the storage, care and upkeep of co-op appliances.
- (b) The co-op is responsible for the maintenance of appliances to be in good working condition and to repair or replace them as necessary.
- (c) Members are responsible to keep the appliances clean through regular cleaning as recommended by the manufacturer. Members will be held financially responsible for repairs or replacement for damages to appliances and accessories due to negligence or abuse.
- (d) Members may not install additional appliances without approval of the board of directors, for example, a built in dishwasher. The co-op reserves the right to have any unapproved installed appliance removed at the members' cost. The board will consider a request once the appliance has been removed. Members must report all additional appliances immediately

6.07 Windows and Screens

The co-op is responsible for replacing all broken windows. The co-op will charge back any repair or replacement costs if it is determined the damage was a result of negligence or abuse.

6.08 Pest Control

- (a) The co-op has the right to take whatever measures are needed to correct a pest control problem. The co-op will consider the health needs of the members when making a decision about what measures are needed.
- (b) Members requesting an alternate pest control method must provide a doctor's note indicating that the proposed method would be detrimental to the member or an occupant of the member's unit. The alternate method would apply only to the members' unit and not the common areas of the co-op.
- (c) Members must co-operate and prepare their unit for pest control treatments. Members unable to prepare their units may request assistance from the co-op. At the discretion of the board, a charge back to the member for this assistance may be made.

6.09 Locks

- (a) The co-op will maintain all locks to all units and all co-op buildings.
- (b) Members cannot alter or change the locks to their units. Keys for additional locks added by the member must be provided to the co-op.
- (c) The co-op is not concerned about members making copies of keys to the unit. However, members must report how many keys they have and to how many people they have been given to. The member must report a lost or stolen key. Upon move out, the member must return all keys to the unit.

6.10 Hazards

- (a) Members may not violate any Federal, Provincial or Local fire codes, environmental protection acts, propane codes, hazardous materials storage regulations, building codes, etc. which may cause an undue safety hazard to you or the co-op. This would include no bicycles in the hall-ways, no propane or gas barbeques on balconies and no alterations to existing wiring.
- (b) Members are not permitted to store highly flammable substances in their unit.
- (c) Smoke detectors and co detectors may not be painted, disconnected, or removed.
- (d) Members must not overload electrical circuits.

- (e) The co-op will leave it to local authorities to deal with members who deliberately cause a false fire alarm, park in a fire lane, falsely discharge a fire extinguisher or deliberately cause any reckless endangerment to the co-op and its members.

6.11 Plumbing and Electrical

- (a) Bathroom fans must not be disconnected and must be kept in proper working order at all times.
- (b) Floor drains must be kept clear and free flowing.
- (c) Members must keep flammable materials away from all sources of combustion. Flammable materials include paper, paint and solvents. Combustion sources include stoves, heaters and water heaters.
- (d) There must be a clear path and free access to the electrical panel at all times.
- (e) Kitchen exhaust fan filters must be kept clean at all times. Weekly cleaning is recommended.

6.12 Satellite Dishes

- (a) Members are only allowed one satellite dish per unit
- (b) The satellite dish must not be more than 2 to 2 ½ feet in diameter and if attached to the building it must be secured with no damage to the structure of the building.
- (c) All satellite dish installers/companies must have written permission to erect their equipment prior to installing the dish
- (d) It is the responsibility of the member upon removal of the satellite dish that all holes put in the structure of the building must be properly sealed.
- (e) It is further the responsibility of the member to ensure that an inspection is completed upon removal of the dish.
- (f) Failure to properly seal the area where the dish has been attached will result in a chargeback to the member for the full amount
- (g) All members that have a satellite dish must have written permission on file as registration in the office. Failure to provide a registration form could result in the dish being removed at the expense of the member.

Article 7 Supplies and Equipment Policies and Procedures

Only the office personal and the maintenance staff will have access to supplies and equipment. A register of supplies and equipment borrowed by members is to be maintained by the manager and maintenance staff. Supplies and equipment will be checked out and in through the manager or the maintenance staff and must be signed for prior to borrowing. Members signing out equipment will be responsible for the prompt return of items and full replacement cost if lost or damaged.

Article 8 Inspection Policy and Procedures

1. Unit Inspections will take place when each member moves in or out and also annually.
2. The move-in/out inspections will be done by the office, and all information will be given to the board at the next meeting.
3. In the case of a member moving out, the member will be asked to be present at the pre move out inspection, will be given notice of the inspection, the office staff will evaluate any damage and inform the member of the items to be completed by them. Chargebacks for items that were not completed will be brought to the board of director's for approval.
4. The move-in inspection will be carried out by the office, in the presence of the new member, prior to move-in.
5. The annual inspections of individual units will be carried out by staff. Members will be given 24 hour notice of the inspection date and its purpose.
6. The unit inspection forms will be approved from time to time by the Board and will be used to document the move-in/out inspections and also annual inspections of members' units.

Pre Move out and Move out Policies and Procedures

Prior to move out, all members must see to the following:

- (a) All nail holes must be filled and sanded neatly, primed and painted
- (b) The carpets and floors must be clean
- (c) All appliances must be left emptied and cleaned
- (d) The members must remove all personal effects and appliances, including but not limited to garbage and debris, furniture, washer and dryer, clothing, food and toys.
- (e) All personal effects must be removed from the basement, inside the unit, the rear yard, and the front yard of the unit. Garbage cannot be left in the unit or yards.
- (f) Members are not to remove or dispose of any co-op property upon moving out.

Article 9 Charge Backs

Members upon move out who do not clean their units, or who leave furniture, appliances or other debris upon move out will be charged back at the rate of the full actual cost of removal or cleaning.

CERTIFIED to be a true copy of By-law No. 10 of William Punnett Cooperative Homes,
Inc. passed by the Board of Directors at a meeting held on December 10th 2013 and
confirmed by a two-thirds vote at a meeting of members held on _____

_____ c/s

Secretary

