

***Tapscott Village Housing Co-operative Inc.***

***Maintenance and Improvements By-law***

***By-law #14***

Date Approved by the Board of Directors: **July 23, 2015**

Date Confirmed by the Members: **August 17, 2015**

**Maintenance and  
Improvements By-law  
By-law #11**

The Co-op's staff administers this By-law in conjunction with the Board.

**Article 1: General**

**1.1**

**Aims of the By-law**

- a) The aims of this By-law are:
- to set out the responsibilities of the Co-op and of individual members for the maintenance, repair and improvement of Co-op property; and
- b) The By-law does not deal with the procedures for carrying out the terms of the By-law. The Board sets up procedures in consultation with the Co-op staff.

**1.2**

**Co-op's  
Responsibilities**

- a) The Co-op is responsible for the routine 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 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 staff, contractors, or through the participation of members.

### **1.3 Member's Responsibilities**

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

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

### **2.1**

#### **Decorating**

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

### **2.2**

#### **Colours and Types of Paint**

- a) Only neutral colours can be used for paint in the unit. If a dark colour is used, the cost of extra coats of paint when repainting will be charged to the member when the member moves out.
- b) Only surfaces previously painted may be painted unless members receive written permission from the Co-op in advance. Pre-finished window-frames must not be painted.
- c) Members are expected to take care when painting. Members must use drop cloths or similar protective coverings. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. masked before painting.

### **2.3**

#### **Wallpaper**

- a) The Co-op will not pay for any of the cost of wallpaper.
- b) Members must remove existing wallpaper before applying any new wallpaper. All wallpaper must be dry-strippable. All wallpaper must be removed when the member vacates the unit. The member moving in may request, in writing, that the wallpaper be left in place.

### **2.4**

#### **Other Wall Coverings**

- a) Other wall finishes such as cloth, tiles, mirrors, etc. may be used only if it is approved by the Board. Members must correct any damage caused by wall

finishes at their own expense, before vacating the unit.

- b) Stucco or textured paint may only be applied to surfaces previously finished in this way.

## **2.5**

### **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.

## **2.6**

### **Upkeep of Floors**

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

## **2.7**

### **Hardwood Floors**

Hardwood floors are finished with a varathane finish. Members may not refinish their hardwood floors without written permission from the Co-op in advance.

## **2.8**

### **Installing Carpet**

Members must install carpet in a way that will not cause permanent damage. Rubber-backed carpeting and area rugs must have underlay.

## **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 judged to be the member's fault.

## **2.10**

### **Move-out/Move-in Inspections**

- 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, 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 Member Deposit may be used for the costs of repairs or cleaning which are judged to be the member's responsibility. Where there is no Member Deposit, members are charged for these costs.
- e) Soon after a new member moves in, the Co-op carries out a unit inspection according to the Occupancy By-law. The member and the Co-op sign a copy of the report on the condition of the unit. The member is given a copy.

## **2.11**

### **Regular Maintenance Inspections**

- a) The Co-op shall 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. Members must allow access to all areas of the unit, including storage rooms.
- 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**

##### **Co-op's**

##### **Responsibilities**

- a) The Co-op is responsible for the routine maintenance, repair and renovation of the outside of the building for example, roofing, masonry, windows, light fixtures, etc.).
- b) The Co-op is responsible for periodically cleaning the outside of all windows in the building and the inside of common element windows.
- c) Members must co-operate when window cleaning is scheduled (for example, by removing screens and providing easy access to the unit).

## **4.2**

### **Grounds**

The Co-op is responsible for doing the following **common area** grounds maintenance (using Co-op 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;

The Co-op is responsible for performing the following common area grounds maintenance (using Co-op staff or through the participation of 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) 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.
- b) Satellite dish installment is not allowed.

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

### **6.1**



**Co-op Approval  
Needed**

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

**Article 7: Tools and Equipment**

**7.1  
Borrowing Co-op  
Equipment**

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

**PASSED** by the Board of Directors and sealed with the corporate seal of TAPSCOTT VILLAGE CO-OPERATIVE INC. this 23<sup>rd</sup> day of July, 2015.

  
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**Board Director**

  
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**Board Director**

**CONFIRMED** by two-thirds of the votes cast at a general meeting of the Members of TAPSCOTT VILLAGE CO-OPERATIVE INC. this 17<sup>th</sup> day of August, 2015.

  
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**Board Director**

  
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**Board Director**