

BRIDLE MANOR CO-OPERATIVE INC.
BY-LAW NO. 12
MAINTENANCE AND IMPROVEMENT BY-LAW

The purpose of The Maintenance Committee is to review all the maintenance proposed projects and/or requests for work to be done and forward their comments, opinions and recommendations to the Board and, where required, to the Finance Committee.

ARTICLE 1: About This By-law, Schedules and Appendices

1.1 Aims of This By-law

- a) The aims of this By-law are:
 - to set out the responsibilities of the Co-op and of individual members for the maintenance, repair and improvement of Co-op property
 - to set up guidelines about alterations that members may do within their own units
- b) The Schedules included in this By-law will deal with the procedures for carrying out the terms of this By-law. The Board sets up 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 maintenance, repair, and improvement of the interior and exterior of the townhouses and apartment building, and grounds.
The Co-op must also keep all units in a good state of repair and fit for habitation.

This is to:

- ensure the buildings are structurally sound, safe, and secure (according to relevant building codes)
 - keep mechanical systems and appliances in good working condition
 - ensure that the Co-op complies with all health, safety, maintenance and occupancy standards required by law
 - painting of all exterior doors
 - provide property-related services and facilities to meet the needs of members
 - maintain and improve the appearance of the property
 - maintain the truck, tractor, and all machinery necessary to maintain the Co-op 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:
- keep their units reasonably neat and clean
 - meet the standards of cleanliness and maintenance set by *Health Canada* and other public authorities
 - patio areas and apartment balconies must be kept clean and free from accumulations of junk, rubbish, refuse, litter, garbage and other debris and any conditions that are health, fire or other hazards
 - carry out minor repairs to property they damage
 - members who damage Co-op property are responsible for it's repair
 - members must promptly report to the Co-op, in writing, dated and signed, any condition in their unit, the equipment in their unit, or their building, which has caused or may cause damage to their unit, the equipment or their building
 - townhouse members must ensure that excrement from their pet is picked up immediately from the common areas and member's gardens or patios
 - pet owners will be required to pay for all repairs and/or damage caused by their pets in the common areas, member's gardens or patios, as well as in the member's unit. Costs shall include repairs, cleanup and sanitizing of their property, and the property of other members
 - assist with occasional maintenance projects such as spring cleanups, and fall leaf raking
- 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 or disability. The cost of the material and labour is to be the responsibility of the member. The member must submit a written request to the Co-op Property Manager. The Co-op will not be responsible for routine cleaning and upkeep of a member's unit.
- c) Members must co-operate in all reasonable ways with Co-op staff and any tradespeople or contractors who are involved in repair and maintenance. This includes making sure their unit is ready for access as stated in the Occupancy By-law.

1.4 Responsibility for Costs

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

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

ARTICLE 2: Maintenance of Units

2.1 Painting

It is the member's responsibility for repainting the interior of their units, unless prevented by illness, age, or disability.

2.2 Materials

The following areas are not to be painted:

- floor and wall tiles
- metal trim around windows and patio door
- fire alarms and heat detectors
- switch and plug plates
- light fixtures
- door knobs
- thermostats
- grills and vents
- appliances

2.3 Colours

- a) Members are expected to use reasonable discretion when choosing a paint colour. Before the member moves out, if the colour choice is unacceptable to the Co-op the member must restore the unit to a neutral colour (beige, grey or white). If non-neutral colours are not repainted to a neutral colour, the cost of restoring the unit to a neutral colour will be deducted from the member's *Maintenance and Repair Deposit*.
- b) Only surfaces previously painted may be painted, unless members receive written permission from the Co-op Property Manager in advance. Pre-finished window-frames must not be painted.
- c) Members are expected to take care when painting by using drop cloths or similar protective coverings. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc., must be masked before painting.

2.4 Wallpaper

- a) All wallpaper must be removed when the member vacates the unit.
- b) The Co-op will **not** pay for any of the costs involved to install or remove wallpaper.

- c) The new member moving in may request, in writing, that the existing wallpaper be left in place. The new member will be required to sign an agreement with the understanding that they will become responsible for the removal of the wallpaper when they vacate.

2.5 Other Wall Coverings

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

2.6 Damage to Walls

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

2.7 Upkeep of Floors

Members are expected to regularly clean and maintain hardwood, vinyl tile, and carpet floor coverings. Carpet may only be cleaned by professional carpet cleaners.

2.8 Hardwood Floors

- a) Hardwood floors are finished with a varathane finish. The Co-op will periodically renew the finish on the hardwood floors, usually upon vacancy of a unit.
- b) Members must not refinish their hardwood floors under any circumstances.
- c) If members require their hardwood floors refinished or repaired, please contact the Co-op office prior to their yearly unit inspection.

2.9 Installing Carpet

Members must install carpet in a way that will not cause permanent damage. Rubber-backed carpeting and area rugs must be installed with additional underlay material to protect the floor from damage.

2.10 Appliances

- a) The Co-op will provide each unit with a stove and refrigerator in normal working order.

- b) The Co-op is responsible for maintaining the appliances they own, and replacing them, as necessary.
- c) Members must regularly clean both the interior and exterior of their stoves and refrigerators.
- d) The Co-op will repair damage to property caused by a member's neglect or abuse, however, the member will be held responsible for the cost of these repairs.

2.11 Installing Additional Appliances

- a) Members living in the townhouses may install additional appliances such as dishwashers or washing machines, without consulting the Co-op, as long as they do not require structural changes or any additions required to existing electrical circuits.
- b) The Co-op will repair damage to Co-operative property caused by a member's neglect or abuse of such installations, however, the member will be held responsible for the cost of these repairs.
- c) If structural changes or additions to existing electrical circuits are needed, they must be approved, in advance, by the Co-op Property Manager according to Article 5.
- d) Members in the apartment units are not allowed to install additional appliances of any kind.

2.12 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.

2.13 Fluorescent Lights

The Co-op will bulk purchase fluorescent light tubes, and will sell them to members at a reasonable cost. The Co-op will provide installation assistance to members who require it.

2.14 Pest Control

- a) In the event of a serious pest control problem in the apartment building or townhouses, the Co-op has the right to order extermination services carried out in the entire building or townhouse units.

- b) Chemical pesticides do not have to be used in units of members who have a doctor's letter stating 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 (such as boric acid-based solutions). Exemptions will only apply to the member's unit and not to common areas of the building.
- c) Members must co-operate and prepare their units for the extermination services. Depending on the circumstances, the Co-op will provide assistance to members who are unable to do the preparation.

2.15 Locks

- a) The Co-op will maintain all locks to common area doors and individual units.
- b) Members cannot change their locks without advance written permission from the Co-op.
- c) Members must give the Co-op a set of keys to new locks or cards, fobs or other items needed for access.

2.16 Hazards

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

2.17 Move-out/Move-in Inspections

- a) When a member notifies the Co-op of their intention to vacate, the Co-op will carry out an initial inspection of the member's unit as outlined in the Move Out/In Inspection Procedure, Schedule A, and Notice of Move-Out Inspection, Appendix A. 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 (if any) to bring the unit up to a condition which the Co-op finds acceptable. Refer to Notice of Move-Out Inspection Results, Appendix B.
- c) Where a member is responsible for repairs, a follow-up inspection will take place to ensure that the repairs have been completed. If not, the Co-op will arrange for the work to be done and the member will be liable for the expenses incurred.

- d) The member's *Maintenance and Repair Deposit* will be used for the costs of repairs or cleaning which are judged to be the member's responsibility.
- e) Within 48 hours of the move-in, the Co-op will carry out a unit inspection according to the Move- Out/In Inspection Procedure, Schedule A. The member and the Co-op will sign a copy of the report regarding the condition of the unit. The member will be given a copy. Refer to In Inspection Report, Schedule B.

2.18 Regular Maintenance Inspections

- a) The Co-op will 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 representatives notice a maintenance problem that is the member's responsibility, the Co-op will present the member with a list of repairs 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 areas
- re-lamping lights in the common areas of the Co-op
- 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 of the apartment building as well as underground garages.

ARTICLE 4: Exterior Maintenance

4.1 Garbage Disposal

- a) Apartment residents must place garbage in the chutes provided (no boxes or other large items that may block the chute). All garbage must be in securely tied bags, and no garbage may be left in hallways or in the garbage chute rooms.

Members must use the garbage chutes between **8:00 a.m.** and **9:00 p.m.** only.

- b) Townhouse and Apartment members must place items, such as unwanted furniture, in the area set aside for City pickup of such items. The items must be placed in the area only in the evening before the day scheduled for pickup of such items. Members may contact the Co-op office for the location for special pickup.
- c) Recycling:
 - recycled items must not be disposed of in the garbage chutes or in the regular garbage bins
 - newspapers and magazines should be bundled separately and placed in the recycling bins
 - bottles and cans should be placed in the recycling bins
- d) The Co-op is responsible for the regular cleaning and spraying of the garbage huts, chutes and garbage bins.
- e) Townhouse residents must place garbage in one of the two garbage enclosures. Garbage must be contained in properly secured garbage bags and residents should place the bags towards the back of the garbage enclosure.

4.2 Co-op's Responsibilities

- a) The Co-op is responsible for the routine maintenance, repair and renovation of the exterior of the building and townhouses (i.e., roofing, eaves-troughs, masonry, windows, light fixtures, etc.).
- b) The Co-op is responsible for periodically cleaning the outside of windows (excluding balcony windows) in the apartment building and the inside of common area windows.
- c) Apartment members must co-operate, when window cleaning is scheduled, by removing the screens from bedroom windows.
- d) Townhouse members are responsible for cleaning both the inside and outside windows of their unit.

4.3 Grounds

- a) The Co-op is responsible for maintaining Bridle Manor property by:
 - routine maintenance and repair of driveway, steps, walkways, and retaining walls
 - maintenance of exterior drains and sprinkler system
 - routine maintenance, repair and replacement of outside common area lighting, including periodic re-lamping
 - routine maintenance of the playground equipment and playground area
- b) The Co-op is responsible for performing the following Bridle Manor common area grounds maintenance:
 - care of lawns and trees
 - removal of litter from lawns, walkways, driveways, and playground
 - regular removal of snow and ice and salting Co-operative common area walkways, steps and driveways (excluding the section from common walkways to townhouse doors)
 - paint and stain Co-operative fences and gates in order to maintain uniform appearance
 - repair damaged Co-operative common area fences. The cost of repair will be charged to the member if the damage was caused by neglect or abuse.

ARTICLE 5: Improvements by Members

5.1 Approval Needed

- a) Members must obtain the written approval of the Co-op Property Manager 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 bookcases)
 - will effect the external appearance of the unit
 - involves changes to the equipment in the unit (such as replacement of a stove)
 - alters the division of space in the unit
 - would limit Co-op access to the unit (such as installing a burglar alarm)
 - changes or additions to townhouse backyards
- b) The Co-op Property Manager and/or the Maintenance Supervisor will provide the necessary floor plans and assist members in preparing the documentation required for permits. All improvements must be approved and inspected by the Co-op Property Manager and/or the Maintenance Supervisor.

- c) The Board of Directors will set up Improvement Procedures which will outline guidelines to use 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 best interests of the Co-op
- d) If recommended by the Maintenance Committee, the Co-op Property Manager may need to hire a consultant to determine if an improvement request should be approved. The consultant would also be required to carry out an inspection after the project is completed to ensure that everything was built to code. The member submitting the request will have to pay for all of the costs involved. Before hiring the services of a consultant, the Co-op Property Manager will inform the member of the costs and the member can then decide if they wish to proceed or not.
- e) The Co-op Property Manager may require a member to pay a deposit to the Co-op before undertaking an improvement. The deposit will be held until the work has been completed satisfactorily. In the case of a temporary but major alteration, the deposit will be held until the unit has been restored to its original condition.
- f) 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.
- g) The Maintenance Committee may, from time to time, make recommendations for standards of design, materials and quality of work for improvements which are then approved by the Board. Members carrying out these improvements must adhere to these standards.
- h) Members will **not** be compensated for the cost of improvements they arrange for their units.
- i) Fixtures in place are the property of the Co-op. Members may temporarily replace fixtures owned by the Co-op and are responsible for storing the original fixtures and replacing them, in good condition, before they move out.
- j) If members undertake any alteration or improvement listed above without the approval of the Co-op Property Manager, such members will be required to restore the unit to its previous condition at their own expense. The Co-op will take legal action to recover the cost if necessary.

ARTICLE 6: Tools and Equipment

6.1 Maintenance Tools and Equipment

- a) Maintenance tools and equipment (truck, tractor, trailer, lawnmower, etc.) owned by Bridle Manor Co-op may not be borrowed or used by members for their own use.
- b) The Maintenance Committee will determine what Co-op tools and equipment may be loaned to the members of the Gardening Committee, and on what terms.

APPENDIX “A”
NOTICE OF MOVE-OUT INSPECTION

BRIDLE MANOR CO-OPERATIVE INC.
By-law No. 12 Maintenance and Improvement By-law

List each 1.
Member: 2.

Address of Unit No:
Member Address:
Unit: City:

Prior to you vacating your unit, the Co-op office will contact you to arrange a time for the required unit inspection.

When you vacate a unit you are responsible for leaving it clean and in good repair. If you are unable to do so, please inform the Co-op office at once, and arrangements will be made to have professional cleaners come in **AT YOUR OWN EXPENSE**.

The following is a list of the basic items that will be looked for in the inspection.

KITCHEN

1. Fridge and stove cleaned, inside and out
2. Cupboards and shelves cleaned, inside and out, and old liners, papers, etc., removed
3. Sink and counter cleaned

BATHROOM

1. Toilet cleaned, inside and out
2. Sink and medicine cabinet cleaned, inside and out
3. Bathtub and tiles cleaned, and mildew removed
4. Missing towel racks, shelves, etc. must be replaced, at member's expense

ALL ROOMS (INCLUDING KITCHEN AND BATHROOMS)

1. Floors cleaned
2. All carpets on floors and stairs must be removed, including the staples
3. All nails removed from walls, and all holes filled and sanded
4. Walls cleaned and in good condition
5. Window sills and baseboards cleaned
6. Fixed shelving and light fixtures cleaned
7. Missing doors, shelving, and light fixtures must be replaced, at member's expense
8. Missing screens from doors and windows must be replaced, at member's expense
9. All garbage removed

BASEMENT AND OUTSIDE SPACE

1. Clean floor
2. All junk and garbage removed

**APPENDIX “B”
NOTICE OF MOVE-OUT INSPECTION RESULTS**

**BRIDLE MANOR CO-OPERATIVE INC.
By-law No. 12 Maintenance and Improvement By-law**

List each 1.
Member: 2.

Address of Unit No:
Member Address:
Unit: City:

The initial move-out inspection of your unit has been completed. Please remember that you are responsible for leaving your unit clean and in good repair.

The following deficiencies must be rectified before the final inspection. These were noted during the inspection as items that are the responsibility of the member. If you have any concerns about these items, please contact the office.

Please ensure that they are completed before the final inspection, in order to avoid a deduction from your *Maintenance and Repair Deposit*.

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____

SCHEDULE “A”
MOVE-OUT/IN INSPECTION PROCEDURE

BRIDLE MANOR CO-OPERATIVE INC.
By-law No. 12 Maintenance and Improvement By-law

MOVE-OUT

1. The Co-op Maintenance and Improvement By-law No. 12 states that members must carry out repairs identified as being necessary as per Inspection Report, Schedule “B”
 - a) The initial inspection will be carried out by the Inspection Team within 2 - 4 days of notice of intent to vacate.
 - b) The Inspection Team will follow the inspection check list and identify any damaged or missing property belonging to the Co-operative, as well as any violations of the Maintenance and Improvement By-law involving decorating.

The member will sign the inspection check list and it will be witnessed by the Inspection Team and a copy will be given to the member. Damage resulting from normal wear and tear will be noted as such, as well as the location of the damage.

- c) The member will notify the Co-op office, prior to vacating their unit, when they are prepared to have the final inspection carried out.

If the member fails to do so, their *Maintenance and Repair Deposit* will **not** be refunded.

2. From time to time a new member wishing to take possession of a unit may be prepared to accept the current decor. In this case, both the new member and the vacating member must sign the inspection report reflecting their agreement concerning the condition of the unit.

MOVE-IN

1. At the time of viewing the unit, a representative of the Co-op will escort the new member throughout the unit. During the viewing, the Co-op Representative will have on hand the unit's “Move-Out Inspection Report”. Defects and/or repairs will be brought to the attention of the new member, including which items will be corrected by the Co-op and/or the member(s) moving out.
2. If the new member(s) are prepared to accept the decor as is, they will be required to sign the inspection report indicating their acceptance.