ALLIANCE HOUSING CO-OPERATIVE INC.

BY-LAW NO. 6

MAINTENANCE AND IMPROVEMENTS BY-LAW

Passed by the Board of Directors on the 8th day of January, 2019.

Confirmed by two-thirds majority of the Members on the 21st day of February, 2019.

BY-LAW NO. 6
Maintenance and Improvements By-law

ARTICLE 1: GENERAL

1.1 About this by-law

This by-law takes the place of or amends all previous by-laws or decisions that deal with maintenance and improvements to property. Some related provisions may appear in the Co-op's Occupancy By-law, Organizational By-law, the Co-op's Operating Agreement and the Co-op's Articles of Incorporation If there is a conflict between documents, the following will govern in order of authority:

1) the *Co-operative Corporations Act* and the Co-op's Operating Agreement;
2) the Co-op's Articles of Incorporation;
3) the Co-op's Organizational and Occupancy By-laws; and
4) this by-law.

1.2 Aims of the By-law

a) The objectives of this by-law are:
- to establish the responsibilities of the Co-op and of individual members for the maintenance, repairs and improvements of Co-op property;
- to establish guidelines regarding types and scope of alterations members may do within their own units during their time of occupancy; and
- to keep the Co-op operating costs as low as possible.

b) The by-law does not deal with the procedures for carrying out the terms of the by-law. The Board creates written procedures in consultation with the Committee that looks after maintenance issues and the office.

1.3 Co-op's Responsibilities

a) The Co-op is responsible for the routine inspection, maintenance, repair, and improvement of the buildings' interior, exterior, and grounds. This is to:
- ensure the buildings are structurally sound, safe, and secure;
- keep mechanical systems and appliances, owned by the Co-op, 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 the office, contractors, or through the participation of members.

1.4 Member's Responsibilities

a) Members are individually responsible for the upkeep of their units including:
- cleaning their units, keeping their floors, walls 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
- maintaining the grounds, private yards, driveways or carports.

1.5 Responsibility for Costs

Costs for the repair or replacement of Co-op property are the responsibility of members, when:
- the removal by the member damages the property or equipment the Co-op owns;
- undue wear and tear is caused by the member; and
- damage is caused deliberately or through negligence by the member.

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

ARTICLE 2: MAINTENANCE OF UNITS

2.1 Painting

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

2.2 Wall Coverings

a) Wall finishes such as cloth, tiles, mirrors, etc. may be used only if they will not damage the wall surface. Members must correct any damage caused by wall finishes at their own expense, before vacating the unit.

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

2.3 Damage to Walls

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

2.4 Upkeep of Floors

Members are expected to regularly clean all floor surfaces in their unit.

2.5 Flooring

Members must get Board permission before installing any flooring in their unit. If permission is granted, all costs of the installation and maintenance are at the member's expense.

2.6 Installing Carpet

Members must get Board permission before installing or replacing existing carpeting in their unit. If permission is granted, all costs of the installation and maintenance are at the member's expense. Members must install carpet in a way that will not cause permanent damage. Rubber-backed carpeting and area rugs must have underlay.

2.7 Appliances

a) The Co-op provides each unit with a stove and refrigerator. These Co-op appliances and their accessories may not be removed or replaced without written permission from the Co-op in advance.

b) The Co-op is responsible for maintaining appliances it owns in working order and replacing them, as necessary.

c) Members must regularly clean both the interior and exterior of their refrigerators and stoves, according to the recommendations of the manufacturer. The Co-op will repair damage caused by a member's neglect of these responsibilities or abuse. The member must pay for these repairs.

2.8 Installing Additional Appliances

Members may install additional appliances except dishwashers without consulting the Co-op if no structural changes or changes or additions to existing circuits are needed. Board Approval is required in advance of any structural changes or additions to existing circuits, as outlined in this by-law.

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 Pest Control

a) In case of a pest control problem in a unit, the Co-op has the right to carry out pest control measures that it considers necessary to deal with the problem. The Co-op will consider the health of members when choosing the method.

b) Chemical pesticides do not have to be used in units of members who have a letter from a doctor saying that the members have an allergy or are sensitive to them. Members who are exempt must agree to another method of pest control recommended by the Co-op.

c) Members must prepare their units for the extermination services. The Co-op will provide assistance to members who are unable to do the preparation.

2.11 Locks

a) The Co-op will maintain all locks on entrance doors to individual units, the Community Centre and Garage.

b) Members must not change the locks on their unit.

2.12 Hazards

a) Members must store flammable substances (such as cleaning fluids and paint thinner) safely in their units.

b) Smoke detectors and carbon monoxide detectors installed by the Co-op must not be painted, disconnected, or removed.

c) Members must not overload electrical circuits.

2.13 Move-out/Move-in Inspections

a) When a member notifies the Co-op that they intend to vacate, the Co-op will carry out a pre-move-out inspection of the member's unit. The member must allow the Co-op to inspect the unit.

b) After an inspection is done, 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 and in accordance with Annex B of this by-law.

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) A final move-out inspection will be carried out when all of the member's belongings have been removed from the unit. The keys for the unit will be returned to the Co-op at this time. Either the member or a representative of the member should be present for the inspection.

Move-out charges will be assessed on the basis of whether or not the member has completed the items on the pre-move-out inspection report.

All charges will be deducted from the member deposit before reimbursement.

e) The member deposit will be used for the costs of repairs or cleaning which are judged to be the member's responsibility. If the amount of the member deposit is not enough to pay for these costs, the member will be charged for the amount in excess of their deposit.

f) Soon after a new member moves in, the Co-op will carry out a unit inspection. The member and the Co-op sign a copy of the report on the condition of the unit. The member is given a copy. The standard of the state of the unit is based on Annex A of this by-law.

g) A departing member has the right to appeal the move-out charges within 20 days of the date they were advised of the charges. The Board will deal with the appeal at the next Board meeting. The Board's ruling will be final.

2.14 Regular Maintenance Inspections

a) The Co-op will carry out regular inspections of all units as part of its maintenance planning program. The purpose of inspections is to help in planning for the maintenance and renovation requirements of the Co-op.

b) The Co-op will attempt to schedule inspections at a time convenient to members. In the event that a schedule cannot be agreed upon, the Co-op will give a notice of entry, in accordance with the Occupancy By-law.

c) After the inspection, the member will be given a list of maintenance problems that are their responsibility to repair.

ARTICLE 3: EXTERIOR MAINTENANCE

3.1 Garbage Disposal

a) Garbage pick-up is according to the City of Ottawa schedule. Garbage is to be placed on one of the four garbage pads no earlier than 6 pm the night before the scheduled pick-up.

b) Members must place large items (such as unwanted furniture) in the area set aside for City pick-up of such items. The items must be placed in the area only in the evening before the day scheduled for pick-up of such items.

3.2 Grounds

a) **Members' Responsibilities**
Members are responsible for doing the following grounds maintenance for their units:

- cutting grass, raking leaves;
- ensuring driveways, walkways, back decks and balconies are clear of snow and ice at all times;
- ensuring there is a clear path to the gas meter at all times; and
- painting their fences and back decks as well as the interior portions of balconies.

b) **Co-op Responsibilities**
The Co-op is responsible for doing the following common area grounds maintenance:

- routine maintenance and repair of driveway, steps and walkways;
- maintenance of exterior drains; and
- 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 through the participation of members:

- care of lawns and trees;
- removal of litter from lawns, walkways and driveways; and
- regular removal of snow and ice and sanding of common walkways, steps and driveways.

The Co-op is responsible for performing the following grounds maintenance for individual units:

- exterior painting requiring a ladder.

ARTICLE 4: IMPROVEMENTS BY MEMBERS

4.1 Approval Needed

a) Members must get the written approval of the Co-op before undertaking any alteration to their units which:

- needs a building, electrical or other permit (such as making plumbing or electrical alterations);
- is to be permanent (such as built-in bookcase or finished basement);

- will affect the external appearance of the unit (such as larger back decks and installation of a satellite);
- involves changes in the equipment in the unit (such as replacement of stove);
- alters the division of space in the unit;
- would limit Co-op access to the unit (such as changing lock or installing a burglar alarm).

b) Members must apply to the Board and give all information the Board asks for about the proposed alteration. The Board makes the final approval.

c) The Board may set out procedures as required.

ARTICLE 5: TOOLS AND EQUIPMENT

5.1 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 the Co-op this 8th day of January, 2019.

Sue Whittall, President

Justin Guigue, Secretary

CONFIRMED by a vote of two-thirds of the members present at a general meeting of members held on the 21st day of February, 2019.

Sue Whittall, President

Justin Guigue, Secretary

Annex A

Move-in Standard

A. INTERIOR

1. Walls and Ceilings

- Will be professionally painted

2. Woodwork

- all woodwork, including baseboards, will be clean and free of marks

3. Railings

- all stair railings will be properly installed

4. Doors

Interior Doors

- will be left clean and free of marks

Exterior Doors

- all doors and frames will be clean and free of marks

5. Windows and Screens

- window sills and frames will be clean
- windows and screens will be in good condition

6. Floors

- floors will be clean
- carpeted areas will be shampooed

7. Bathroom

- will be clean
- fan vent will be vacuumed

8. Kitchen

- stove will be clean inside and out, including fan and hood
- fridge will be clean inside and out, including trays, racks and crisper
- cupboards will be clean inside and out

B. EXTERIOR

1. Lawn

- lawn cut and free of debris (in season)

2. Unit Exterior

- balcony free of debris
- garbage containers to be clean

Annex B

Move-Out Responsibilities

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

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

The following are responsibilities of the member(s) on move-out.

A. GENERAL

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

B. INTERIOR

1. **Walls and Ceilings**
   - walls should be left clean and free of grease marks and scratches
   - wallpaper, decorative tiles, mirrors, cork board or other wall finishes which have been applied by the member must be removed and the wall surface restored
   - nails, picture and ceiling hooks should be removed and holes patched, sanded and primed

2. **Woodwork**
   - all woodwork, including baseboards, must be left clean and free of marks

3. **Doors**

   Interior Doors
   - should be left clean, free of marks, decals, etc. and in good condition
   - any doors which have been removed must be re-hung

Exterior Doors

- all doors and frames should be left clean and free of marks, decals, etc. and in good condition

4. **Windows and Screens**
   - clean window sills and frames
   - windows and screens must be present and in good condition
   - windows and screens should be left closed and locked

5. **Floors**
   - vacuum all bare and carpeted floors
   - wash vinyl floors
   - hardware should be cleaned with appropriate cleaner
   - carpeted areas should be professionally cleaned or thoroughly shampooed with an appropriate machine
   - damage judged by the Co-op to be in excess of normal "wear and tear" may result in flooring or carpeting being replaced and the member charged
   - floor vents to be vacuumed

6. **Electrical Fixtures**
   - all light fixtures must be present, clean and in good condition
   - switch plates and outlet covers should be free of marks, paint splatters, cracks or chips
   - painted or damaged covers must be replaced by the member
   - cable outlets should be clean and free of paint splatters
   - exhaust fans should be vacuumed and wiped clean; filter, if present, should be replaced
   - thermostat should be clean, free of paint and functional

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

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

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

9. Storage

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

C. EXTERIOR

1. Lawn and Fence

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

2. Unit Exterior

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

Annex C

Paint Policy

Purpose

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

Definitions

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

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

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

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

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

"**Pro-rated**" - a formula to calculate the cost difference a member will pay and the Co-op will pay based on a 36-month ratio. For example, if a member has been in the unit for 30 months, the cost for the Co-op is 30/36 or 5/6 and the cost for the member is 6/36 or 1/6 for the paint job.

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

INTERIOR PAINT POLICY

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

On Move-In

Prior to the member moving in, the Co-op will hire a contractor to paint the entire unit (Co-op

specified colour) prior to the move-in date, so that all new members move in to a freshly painted residence.

On Move-Out

a) Move-out within 18 Months – If the Co-op has paid for the paint and/or the painting of the unit and the member moves out within 18 months, the member will be required to pay for any work required to be done to return the unit to an acceptable standard, as determined by the inspection report or, the member will return the unit to an acceptable standard at their own expense.
b) Move-out between 18 and 36 Months – If the Co-op has paid for the paint/painting of the unit and the member moves out between 18-36 months of this painting, the cost of returning the paint to an acceptable standard will be shared on a pro-rata basis between the Co-op and the member, exclusive of any member-caused damage. However, the departing member is still responsible for the pre-painting preparation.
c) Move-out after 36 Months – If the member moves out after 36 months since the most recent Co-op-paid paint or painting, the deterioration of the paint shall be considered normal wear and tear, exclusive of member-caused damage, and the Co-op will assume responsibility to return the paint to an acceptable standard. However, the departing member is still responsible for the pre-painting preparation.
d) Pre-painting preparation will be done by the member moving out. Failure of a member who is moving out to complete pre-painting preparation will result in such preparation costs being charged against the member deposit.

On Long-Term Residency

After 36 months or more of residency in a unit, or since the Co-op last paid for paint or the painting of the unit (whichever is later), a member is entitled to have their unit painted using one of the two options below:

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

Credit for Participation hours

If Co-op members choose to paint their unit themselves, they will receive credit for 24 participation hours for a complete house painting. Participation hours will be pro-rated if only certain rooms are painted.

Provision of Paint or a Painting Contractor

When members wish to exercise their right to obtain paint as outlined above, they are required to submit a request to the Maintenance Committee. The request form is available through the office.

Internal Moves

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

Contractors

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

Decorating Outside of Policy

Outside of this policy, members are free to decorate and paint their homes in any manner or colour, at their own expense. However, in doing so they must still abide by the painting conditions set out in this Annex.

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

Exceptions

Exceptions to this policy will only be made in special circumstances and when recommended by the Maintenance Committee and approved by the Board.

Painting Conditions for Member-Applied Paint

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

- Pre-painting preparations as well as post-painting clean up are to be carried out.
- Only latex paint may be applied – **oil-based paint cannot be used.**
- Doors, baseboards and trim should be painted white.
- Members are responsible for any damage caused to the unit during the painting process.

- the Co-op is not responsible for any personal injury incurred as a result of the painting process.
- Members will be held liable for any "member-caused damages" through the use of dark colours or any other decorative techniques undertaken by the member.
- Within three (3) months of an authorized, member-applied paint job, the Maintenance Committee will inspect the paint job to determine that the member has in fact met the Co-op standard for painting.
- Members are responsible for supplying their own painting tools (trays, brushes, rollers, drop cloths etc.).