



# DIANE FRANKLING CO-OPERATIVE HOMES INC.

A BY-LAW ABOUT MAINTENANCE RESPONSIBILITIES OF  
MEMBERS AND CO-OP MANAGEMENT

## BY-LAW NO. 19

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### MAINTENANCE BY-LAW

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Passed by the Board of Directors on: *October 4th, 2022*

Confirmed by the members on: *October 19th, 2022*

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# **MAINTENANCE RESPONSIBILITIES OF MEMBERS AND CO-OP MANAGEMENT**

## **1.0 About this By-law**

This By-law repeals By-law(s) #5. That By-law is repealed when this By-law becomes effective.

## **1.1 Priority of this By-law**

### **a) Conflict with other by-laws**

This is the order of priority in case of conflict:

- The Occupancy By-law governs over this By-law and other co-op By-laws.

## **1.2 Responsibilities of Members and Co-op Management**

### **1.21 General Responsibilities**

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

- reporting maintenance problems to the Co-op promptly;
- 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 necessitated by:

- the removal by the member of property owned by the Co-operative;
- undue wear and tear caused by the member;
- damage caused willfully, or through negligence, by the member.

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

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

## **1.3 Specific Responsibilities**

### **1.31 Appliances**

- 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 undue wear and tear being deemed as *abuse* of the appliance by the member, the Co-operative may require the member to contribute to the cost of maintenance.
- 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 Co-op management.
- Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, in accordance with the recommendations of the manufacturer.

- Damage to any appliance which is caused by the member's neglect or abuse will be repaired by the Co-op, at the member's expense
- Members wishing to install extra appliances must first get written permission from Co-op management. Dishwashers are prohibited. Washing machines are permitted only in units built with appropriate plumbing to accommodate them.

### **1.3.2 Windows & 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 deemed to be the member's fault.
- The member is responsible for periodically cleaning windows (where safely accessible) and patio doors.

### **1.3.3 Pest Control**

- The Co-operative is responsible for pest control measures throughout the building. In the event of a pest control problem in the building, the Co-op has the right to take such pest control measures as it considers necessary to effectively deal with the problem. When determining what measures to take, the Co-op will demonstrate regard for the health of members.
- Members must cooperate in the preparation of their units for the pest control treatment. If members are incapable of preparing for this treatment, the Co-op will provide assistance.
- Chemical pesticides will not be used in units of members who provide a letter from a doctor stating that the members have an allergy/ sensitivity to such chemicals. Members who are exempt must agree to another method of pest control recommended by the Co-op. Exemptions will only apply to the member's unit, and *not* to common areas of the building.

### **1.3.4 Locks**

- The Co-op will maintain all locks on entrance doors to the building and individual units.
- Members may not add to, or alter the locking system of their unit without the written permission of Co-op management.
- Members who wish to add an extra lock to their unit must provide Co-op management with a key to that lock, for safety reasons.

### **1.3.5 Tools and Equipment**

- The co-op maintains a small supply of basic tools that members may borrow. These tools must be “signed out”, are the responsibility of the signing member and must be returned in working order to a maintenance staff person.
- Tools must be signed back in, upon return.

### **1.3.6 Periodic Unit Inspections**

- As part of the preventive maintenance program, the Co-op will carry out a periodic inspection of all units to identify present and possible future maintenance problems.
- The Co-op will be responsible for giving each household at least two days' notice, in writing, of the inspection. The exact date and time will be mutually agreed upon by the Co-op and the member.
- Following the inspection, the member will be given a list of the repairs required (if any) and a date when maintenance repairs will be undertaken, in accordance with the responsibilities as outlined in the Occupancy Agreement.

## **2 Member Responsibilities in the Unit**

### **2.1 Miscellaneous**

- Keep unit in general good repair and reasonably clean
- Members must immediately report to the office any observed insects or rodents that could signal an infestation. Pest control measures will be coordinated with the member. The reporting and treatment of pest control issues is mandatory.
- Replace light bulbs in the unit and in appliances (e.g. refrigerator and stove).
- Store flammable substances (such as cleaning fluids and paint thinner) safely in their apartments.
- Members must not paint, disconnect, or remove smoke detectors installed by the Co-op.
- Members must not overload electrical circuits.

### **2.2 Garbage/Recycling/Organics Disposal**

- Members must take garbage to the garbage chute room and deposit it in the chute.
- All garbage must be in securely tied plastic bags.
- No garbage may be left in hallways or common areas, unless otherwise approved by the office.
- 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 on the evening before the day scheduled for pickup of such items. (If uncertain of pickup day, contact the office.)
- Members are encouraged to recycle.

## **2.3 Hoarding of Items in Unit**

Members must avoid accumulating items in their unit to the extent that such items could contribute to the endangerment of the health and safety of the member, their neighbours, and/or any persons who must enter the unit to perform maintenance. The practice of accumulating many items can result in “hoarding”. Hoarding can contribute to unsanitary conditions, resulting in insect and/or rodent infestations, pose a tripping hazard and/or fire hazard. There must be a clear path through the unit for accessibility by fire services and emergency medical personnel. If the co-op has reason to believe that hoarding is taking place in a unit, staff will contact the member to gain entry to perform an inspection. (See "Periodic Unit Inspections" above in 1.2.6.) Any member who thinks they might need help in addressing hoarding is encouraged to reach out to the office. The office recognizes that hoarding is a stressful and sometimes traumatic situation for a person to resolve, without outside support.

## **2.4 Storage of Items in Parking Space**

Members must not store *any* items in their underground parking space, besides an operable vehicle. The accumulation of any other items is against Fire Code regulations, as it could pose a health and safety risk to the member, their neighbours, and/or any persons who must access the garage in the course of maintenance duties. In particular, combustible materials like tires, paint, chemicals, are strictly prohibited.

## **2.5 Unit Maintenance Request Forms - to be submitted by Member**

- Unit maintenance request forms must be filled out either online via the Co-op's website, or by hard copy via the co-op office drop box.
- As a responsible member of the Co-op, members should also submit maintenance requests for any issues they notice in any common area of the Co-op (e.g. front lobby door, laundry room, washers and dryers for Co-op use, etc).
- Members who require assistance in cleaning under stoves and refrigerators or glass in oven doors (for example) should submit a unit maintenance request.

## **2.6 Painting & Decorating by Member**

Members will not be required to re-paint their units, but may do so if they wish. If painting becomes necessary due to normal wear and tear, the member may be eligible to have their unit re-painted by the Co-op once every three years. The Co-op will cover the costs of paint and labour.

Should a member wish to paint their own unit, the Co-op will supply the paint to repaint the unit not more often than every three years, or when there is a change of occupancy. This allowance may be claimed in installments if the whole unit is not painted at one time. Co-op management will determine the amount of paint necessary for each size of unit.

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 to its original colour. If a dark or vivid colour is used, and the member does not restore the unit to the original colour, the cost of extra coats of paint required when repainting will be deducted from the Maintenance Deposit when the member moves out.

Only surfaces previously painted may be painted. The following areas are not to be painted: floor and wall tiles; baseboard and wall heaters; 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, and grills and vents. Members are expected to take due care when painting. Drop cloths or similar protective coverings must be used. Cover plates on outlets must be removed before painting, and all hardware, controls, fixtures, etc. masked before painting.

Should a member wish to paint their own unit, the Co-op will not be responsible for the cost of painting equipment and supplies (other than paint), e.g. brushes, rollers, thinner and drop cloths.

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

Painting of the exterior of the building, including balcony floors, is not permitted.

### **2.6.1 Other Finishes**

- Wall finishes other than paint and strippable wallpaper are prohibited without prior written permission from Co-op management.
- Texture spray, stucco, or textured paint may not be applied to any wall or ceiling.
- All wallpaper must be dry-strippable and 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.

### **2.6.2 Hooks, Hangers, and Nails**

- Nail hooks are to be used for light objects, and wall plugs with screws for heavy objects.
- Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers, etc.

### **2.7 Responsibility of Member Wishing to Improve Unit**

Members cannot make unauthorized changes or improvements to the units. The walls, doors, windows, floors, wiring, cabinets, all fixtures and appliances are the property of the co-operative and must not be removed or altered without the **PRIOR** express written permission of the board of directors. If a member wishes to improve their unit beyond painting and wallpapering, the member must submit a request along with detailed plans in writing to the office, addressed to the board of directors.

Any improvement approvals will be subject to conditions specified by Co-op management (e.g. all materials must meet or exceed building and fire safety codes, all work must be completed by co-op contractors, all work must pass building/safety inspections, etc.) If changes or improvements are authorized, the member will be responsible for all related costs. Decisions on unit improvements will be handled on a case-by-case basis.

Changes or upgrades to units made before this by-law goes into effect will be considered “grandfathered” and will not be considered as precedents when deciding such matters. When the co-op must carry out replacement or repair work in any unit in which prior upgrades were installed, such work will be carried out using standard-grade materials used throughout the co-op at the current time.

## **2.8 Miscellaneous Member Responsibilities**

### **2.8.1 Exterior Elements - Ground floor Units**

- 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.
- Members must receive the prior, written approval of Co-op management to erect any structure (e.g. storage shed) in their outdoor space.

## **3 Co-op’s Responsibilities**

### **3.1 Exterior Elements**

#### **3.1.1 General**

- 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.).
- The Co-op will carry out an annual maintenance inspection of the exterior and common areas of the buildings.
- The Co-op is responsible for periodically cleaning the exterior of all windows that are not safely accessible to members in the apartment building, and the interior of common area windows. The Co-op will arrange for the cleaning of all inaccessible windows every 5 years. Members are expected to co-operate when cleaning is scheduled (e.g. by removing screens).

#### **3.1.2 Painting**

- The Co-operative will maintain the finish of all exterior doors, window trim, and railings.
- The Co-op is responsible for all exterior painting.



## **3.2 Interior Common Elements**

### **3.2.1 General**

- 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.).
- The Co-op will carry out an annual maintenance inspection of all interior common elements.
- Members must not permit anything to block fire exits, stairs, corridors, or public thoroughfares.
- The Co-op is responsible for light bulb replacement in the common areas.

### **3.2.2 Mechanical & Electrical Systems in Building and in Unit**

- The Co-op is responsible for regular testing of all safety systems.
- The Co-op is responsible for the routine maintenance and repair of mechanical and electrical systems to ensure their effective functioning (e.g. elevator, laundry room, appliances, etc.).
- Members are responsible for reporting any mechanical or electrical problem (e.g. leaking faucets) to the Co-op as soon as detected. Members should fill out a maintenance request form – either online or via hard-copy - to report the problem.

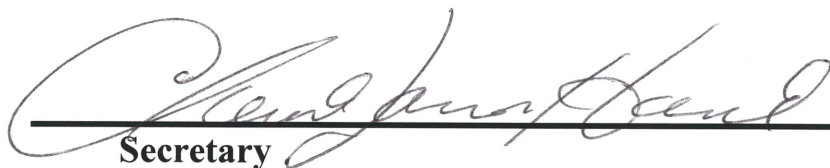


## BY-LAW #19 THE MAINTENANCE BY-LAW

APPROVED by the Board of Directors and sealed with the corporate seal of the co-operative on this 4<sup>th</sup> day of October, 2022.

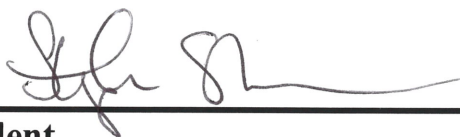


**President**

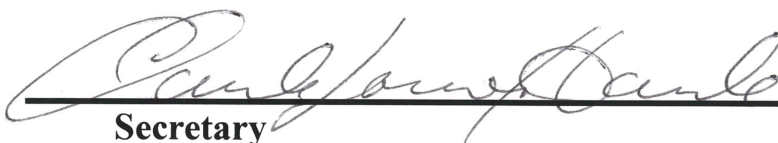


**Secretary**

CONFIRMED by two thirds of the votes cast at a general meeting of the membership this 19<sup>th</sup> day of October, 2022.



**President**



**Secretary**