

Maple Glen Co-operative Homes Inc.

By-Law No. 16

MAINTENANCE

Passed May 26, 2024
by the Board of Directors

Confirmed June 9, 2024
by the Members

Bibi Rahim CS
Corporate Secretary – Bibi Rahim

**MAPLE GLEN HOUSING COOPERATIVE, INC.
THE MAINTENANCE BY-LAW (No. 16)**

**This by-law repeals and replaces any past maintenance by-laws of
the Co-op.**

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INTRODUCTION

- I. Each member of the Co-op is responsible for the maintenance and care of Co-op property. This policy is intended to outline such proper care, while stating the responsibilities of both the Co-op and the individual member in keeping the units and property a pleasant place to live.
- II. Members are prohibited from hiring contractors not approved by the Co-op. If the member wishes to do work in their unit, all work and the contractor(s) must be approved by the Co-op. The member must provide the name, insurance and WSIB certificate for the contractor(s). The Co-

op reserves the right to inspect all work done by the contractor(s). If the Co-op finds deficiencies in the work performed by the contractor(s), the Co-op will have the work remediated at the member's expense. Members must also be aware that any capital work done by them, if approved, is considered a donation to the Co-op, i.e. kitchen cabinets, bathroom vanities, carpet, backyard structures, etc.

- III. Members are required to put in a work order for all issues.
- IV. Members must make themselves or their unit available if they are requesting maintenance. This means if you are not going to be home on the date scheduled, you consent to the Co-op giving the contractor access or you arrange for someone else to let the contractor in.
- V. If member agrees to the date and time for the contractor or maintenance to be performed but is not home and did not give notice to the Co-op that they would not be home, they will be charged for the service from the contractor.
- VI. If a member changes the locks on their unit, they must provide a key (and/or code if a digital lock is put in place) to the Co-op. Failure to do so can result in one or both of the following:
 - a. The Co-op removing the lock and replacing it. For which the member will be charged for the locksmith and the replacement lock.
 - b. The member could face eviction.

1) Fees

- a) Wherever mentioned in this schedule, a fee shall consist of a charge equal to the cost price of materials plus a charge for the cost of labour. All fees will be considered part of your housing charges and considered arrears if not paid on time and/or in full.
- b) The Co-op, at its discretion, may waive or reduce fees or repair requirements where the personal situation of a member so warrants (e.g. financial hardship, poor health, physical handicap, etc.)

- c) Any and all damages caused by the member or by the household or by guests of a member, will be the member's responsibility. The Co-op will charge a fee to the member to carry out repairs or replacements necessitated by such damage(s).
- d) A lockout charge for opening units outside office hours may be levied.
- e) There will be a fine for unauthorized alterations to units, and the member may be required to return the unit to its previous state or pay the cost of doing so.
- f) Members will be charged for replacement of lost keys.

2) **Common Area Maintenance – Interior and Exterior**

- a) The Co-op is responsible for regular maintenance of all common areas.
- b) The Co-op is responsible for maintaining and servicing all mechanical systems and equipment (e.g. appliances owned by the Co-op, main electrical panels, and Air handlers, etc.).
- c) The Co-op is responsible for regular testing of all safety systems.
- d) The Co-op will regularly inspect and maintain all exterior common areas (e.g. outside drains, eaves, roofs).
- e) The Co-op is responsible for all exterior painting. Members may volunteer to do the painting.
- f) The Co-op is responsible for removal of snow from the common areas of the Co-op.
- g) The Co-op is responsible for grounds-keeping in common areas.

3. **Unit Maintenance**

Members are required to keep their units clean and neat. This means that members must sweep and/or vacuum the floors; wash the floors regularly; clean the kitchen and bathroom; keep the bedrooms tidy.

Members are also required to keep their yards neat and clean. Members do not have to maintain a garden, but they do have to maintain any grass areas and keep garbage out of their yards.

(a) Decorating

- 1) Members are responsible for painting their own units. Members are to keep the colours in pastels, neutrals, or muted colours. Members may be required to paint the unit if the colours are not neutral, pastels or muted prior to moving out of their unit. Members who fail to do so will forfeit their member deposit.
- 2) The Co-op will cover the cost of sufficient paint to repaint their unit every seven (7) years on certain conditions as set out below. However, this policy can and will be suspended at any time by the Co-op.
- 3) If a unit has cigarette smoke damage, the Co-op will not pay for the cleaning necessary to prepare for painting and will not pay for the Kilz Restoration primer that will be needed to ensure no bleed through. Members will not be given their paint allowance unit such work is done.
- 4) Where a member may be physically unable to conduct the painting, the Co-op may provide assistance.
- 5) Members are not to install wallpaper in their unit. If there is existing wallpaper in your unit that pre-dates this by-law, it can remain. If the member wishes to remove it, they may at their own expense.

(b) Windows

- 1) The Co-op will replace all broken windows and torn/broken screens. The member will be required to pay the cost, both labour

and materials, for torn or broken screens if it is determined that the damage was not normal wear and tear.

(c) Floor Coverings

- 1) Members are responsible to keep their non-carpet floor coverings clean by regularly vacuuming and/or sweeping. If a member requests new carpets, the carpets will not be assessed or replaced until they are cleaned by the member.
- 2) Members are responsible for maintaining and cleaning their carpet. If there is a major spill, members are required to deal with it immediately.
- 3) The Co-op is responsible for replacing flooring that has reached its lifespan and has worn out. This is at the Co-op's discretion and all flooring will be assessed by the Co-op in order for it to be eligible for replacement.
- 4) Members must get approval from the Co-op Board prior to removing or installing any flooring in their unit. Flooring installed by members must be installed in such a way as not to cause permanent damage. Any flooring installation will be inspected by the Co-op to determine if it is in compliance.

(d) Appliances

- 1) Appliances (refrigerator and stove) and their accessories that are the property of the Co-op may only be replaced by the member with written permission from the Co-op.
- 2) Members are required to keep the appliances clean and report any problems as soon as possible.
- 3) The Co-op will maintain the appliances which are the property of the Co-op in working order.

(e) Plumbing

- 1) Members must report leaks or other problems to the Co-op as soon as detected. If the member fails to notify the Co-op in a reasonable period of time (3 days), the member will be held responsible to pay for any damages caused by failure to report the leak. The Co-op will preform the repairs and charge back the member for materials and labour.
- 2) The Co-op will carry out all plumbing repairs.
- 3) If a clogged toilet cannot be fixed with a plunger, the member must contact the Co-op.
- 4) If a member experiences a minor back up into their basement, they are to clean it after the back up has been dealt with by a contractor(s). If there is a major back up, the Co-op will assess if assistance is needed on a case-by-case basis.
- 5) Winter draining and turning off of the exterior hose bibs is the responsibility of the member.

(f) Electrical

- 1) Prior approval for alterations or additions to electrical circuits must be obtained from the Co-op.
- 2) Repairs to the unit electrical system will be conducted by the Co-op. Please refer to item II above (in the Introduction).

(g) Heating

- 1) The air handlers in the units will be maintained by the Co op.
- 2) Hot water tanks are rented by the member. Any issues with the hot water tanks must be referred to the rental company.
- 3) If a member is using their baseboard heaters, they will be maintained by the Co-op.

4. Exterior Private Areas

(a) Yards

- (1) Members are responsible for reasonable maintenance of their yards, for example, cut the grass regularly, weed and remove leaves and other debris seasonally.
- (2) Members may not keep livestock in yards.
- (3) Members may not allow refuse to accumulate in yards.
- (4) Back gates must remain accessible to allow for entry by utility meter readers.
- (5) Members are not permitted to allow any standing water in their yards, front or back, i.e. random containers that fill with rainwater or other items that can hold water.
- (6) Pools are banned unless they are three (3) feet or under in diameter and no deeper than 12 inches. All pools must be emptied each evening.

(b) Fences

- (1) Painting and staining of fences, gates may be done only by the Co-op in order to maintain a uniform appearance. The cost will be borne by the Co-op.
- (2) The Co-op will repair damaged fences. A fee will be charged if damaged by neglect or abuse.

(c) Front Entrance

- (1) Members in the townhouses are responsible for the maintenance of the front entrance area, including snow removal and removal of rubbish. Each front entrance area extends from the exterior wall of the unit up to and including the Co-op roadway.

- (2) Units that share the same front yard are mutually responsible for keeping the front yard tidy.

5. Health and Safety

a) Garbage and Recycling

- (1) Garbage must be disposed of properly by placing it in the bin in the waste paddock at the entrance to the Co-op. Members are not to send their children with the garbage if they are not able to put it in the bin. Members will be charged for the clean up of any failed attempt to put a garbage bag in the bin.
- (2) If the bin is full, members must return their garbage to their garages for storage until the bin has been emptied. Members are not to leave the garbage outside of their units.
- (3) Recycling must be sorted and placed in the appropriate blue bin at the waste paddock at the entrance to the Co-op. If the bins are full, members are to keep their recycling in the garage until the bins have been emptied and then place their recycling in the appropriate bin.
- (4) Members are not to send their children with the recycling if they are not able to put it in the bin. Members will be charged for the clean up of any recycling left in the paddock area, not in a bin.
- (5) Should members fail to comply with this section of the by-law, they will be fined and/or face consequences with respect to their membership. See Schedule A attached.

b) Hazards

- (1) Members must not store flammable materials in their units (e.g. gasoline, oil, large quantities of paint).
- (2) Members are not to barbeque in their or any other member's garage. Members are permitted to barbeque outside of their garages and store the barbeque in the garage.

- (3) Members are not permitted to have bedrooms in the basement unless they have a walkout basement.
- (4) Smoke/carbon detectors or the batteries in them must not be removed, disconnected, or painted – see the Fire Safety policy. Should a member remove any smoke/carbon detector or battery from a detector, they may be reported to the Fire Marshall's office and/or evicted.
- (5) Smoke/carbon detectors must be dusted or vacuums regularly to maintain effectiveness.

(c) Pest Control

- i) In the event of a serious bug problem in a unit, the Co-op will have the right to order the spraying of the whole building.
- ii) Should members be incapable of preparing for the spraying, the Co-op may provide assistance. A fee may be charged.

6. Improvements By Members

- a) Members shall not perform any alterations or improvements to their units without the explicit permission of the Co-op.
- b) Any Member unit found with alterations that were not permitted, will have to remove them at their cost or the Co-op will remove them and charge the cost back, the member will also risk eviction, depending on the alteration.
- c) Fixtures in place are the property of the Co-op.
- d) Replacing or refinishing floor coverings may be done only with explicit permission from the Co-op.
- e) Major structural changes, such as moving or adding walls, installing additional plumbing, etc., must have prior written approval of the Co-op and must meet all building regulations.

- f) Alterations that would reduce the number of rooms will not be permitted.
- g) Permanent improvements and alterations, including installation of additional wall coverings (e.g. stucco, tiles, paneling) and built-in furniture may be made only with the explicit approval of the Co-op.
- h) Completed alterations/renovations approved by the Co-op and undertaken by a member remain the permanent property of the Co-op.
- i) Upon termination of Occupancy no compensation will be given for said alteration/renovation.

7. Move-Outs And Move-Ins

a) Move-outs

- (1) Upon a member giving notice of move-out, as specified by the By-laws, an inspection of that member's unit will be conducted by the Co-op within fifteen (15) days.
- (2) On completion of the inspection, the Co-op will provide the member with a list of repairs required (if any) to bring the unit up to a condition which, in the Co-op's opinion, is reasonable.
- (3) The member will have twenty-one (21) days in which to complete the repairs at which time a second inspection will be conducted by the Co-op.
- (4) The member deposit will not be refunded until after the Co-op has received vacant possession of the unit.
- (5) The deposit may be applied against the cost of repairs or heavy cleaning if required.

b) Move-Ins

- (1) On move-in, a unit inspection will be conducted by the Co-op in the presence of the new member. A report on the condition of the unit will be signed by both the new member and the Co-op.

8. Inspections

- a) Each unit will be inspected regularly by the Co-op.
- b) The Co-op will be responsible for giving one (1) week's advance notice of the inspection. The member will be notified of the date(s) of the inspection and that the inspector(s) will enter their unit between the hours of 9:00 a.m. and 5:00 p.m. of that day.
- c) In order to conduct the inspections expeditiously, the Co-op cannot specify the exact hour between 9:00 a.m. and 5:00 p.m. that the inspection will be done in any particular unit.

SCHEDULE A

GARBAGE FINES AND CONSEQUENCES

With respect to Section 5. Health and Safety, paragraphs 1 through 4, the following fines and notices will be levied against the member(s) for any violations at the sole description of the Co-op.

1. For a first offence, the member(s) will be fined \$50.00 payable with their next housing charges. This amount will form part of the housing charges and be counted as arrears if not paid. The member(s) will also be served with a Notice to Appear before the board to determine if their membership rights should be revoked.
2. For a second offence, the member(s) will be fined \$100.00 payable with their next housing charges and be given a letter of reprimand that will go on their file. This amount will form part of the housing charges and be counted as arrears if not paid. The member may be sent to the Landlord and Tenant Board at this offence and have their membership rights revoked.
3. If a third offence occurs, the member(s) will be fined \$500.00. This amount will form part of the housing charges and be counted as arrears if not paid. The member(s) will also be sent to the Landlord and Tenant Board and have their membership rights revoked.

