

Maintenance and Improvement Policy

The purpose of this policy is:

- to set out the respective responsibilities of the members and the Coop for the maintenance, repair and improvement of the Coop property;
- To establish guidelines concerning what repairs and improvements individual members may undertake within their individual units.

The policy does not deal with maintenance-related procedures that will be used to carry out the policy. Maintenance personnel, in consultation with the Board is responsible for such procedures.

1. GENERAL:

- i) The Coop is generally responsible for routine maintenance, repair and improvement of the building's interior, exterior and grounds in order to:
 - a) Ensure that buildings are structurally sound, safe and secure
 - b) Provide property-related services and facilities to meet the needs of the members
 - c) Keep mechanical systems and appliances in good working order
 - d) Maintain and enhance the appearance of the property.
- ii) Members are generally responsible for the upkeep and cleaning of their units including:
 - a) Carrying out minor repairs
 - b) Reporting maintenance problems to the Coop promptly
 - c) Redecorating
 - d) Where applicable, grounds keeping and general maintenance of private yards
- iii) Members will be responsible for any costs resulting from repair or replacement of Coop property which is necessitated by:
 - a) The removal by the member of Coop owned property or equipment
 - b) Undue wear and tear caused by the member, member's family, guests or pets
 - c) Damage caused wilfully or through negligence by the member
 - d) Cost of charge backs are to be determined by the Maintenance Personnel and or the Board of Directors. The charge back rate for having Maintenance Personnel do work for a member on a private basis will be approved by the Board of Directors.

2. UNITS – INTERIOR MAINTENANCE

i. Routine Maintenance of Interior of Unit

- a) The Coop will supply sufficient paint for the members to re-paint their units every five years. The Maintenance personnel will determine the amount of paint allowable for each size of unit.
- b) The Coop will require members to re-paint their units at their own expense when it is necessary because of undue wear and tear.
- c) Painting equipment and supplies, e.g. brushes, rollers, thinner and drop cloths will be supplied by the co-op for routine painting only.
- d) Only surfaces previously painted may be painted. (Members are reminded that units must be returned to their original state at termination of occupancy, see Move Out Policy.

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Amended October 21, 2008 AGM Section 6 ii)

Amended October 6, 2009 AGM Section 2 x) added

Amended October 28, 2010 AGM Section 2 iv) b) added

Amended August 28, 2012 AGM to replace Maintenance "Committee" with "Manager"

- e) Members must take due care when painting.
- f) Texture spray, stucco or textured paint may not be applied to any wall.
- g) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangers, etc.
- h) The Maintenance personnel will assist members who are unable to do routine painting work because of illness, age or disability.

ii. Floors

- a) Members are expected, on a regular basis, to clean and maintain any and all floor coverings.
- b) Any floor coverings installed by members must be installed in such a way so as not to cause permanent damage and must be approved by the Board of Directors.

iii. Appliances

- a) Coop owned appliances and their accessories belonging to the Coop may not be removed or moved from one unit to another, or replaced without prior written permission from the Coop.
- b) The Coop is responsible for maintaining Coop owned appliances in working order and replacing them, as necessary.
- c) 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 failure of a member to carry out these responsibilities or otherwise caused by the member's abuse or neglect, will be repaired by the Coop at the member's expense.
- d) Members may install additional appliances without consulting the co-op provided no structural alterations are required to do so. If structural alterations are required; they must be approved in advance by Maintenance personnel, in accordance with Section 5 (to follow).

iv) Windows and Screens

- a) The Coop 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 judged to be the member's fault.
- b) No window mounted air conditioners are allowed at any time.

v) Pest Control

- a) In the event of a serious pest control problem in the buildings, the Coop will have the right to take such pest control measures as it considers necessary to deal with the problem. When determining what measures to take the co-op will have regard for the health of members and will provide seven (7) days prior written notice to the members before action is taken
- b) Exemptions to the general requirement that chemical pesticides be used in units will be allowed to members who obtain a letter from a doctor confirming an allergy or sensitivity to these

products. Members who are exempted from the use of chemical pesticides will be required to co-operate with the implementation of an alternative method of pest control recommended by the co-op. Such exemptions will apply only to the member's unit and not to common areas of the building.

- c) Members must co-operate in the preparation of their units for the extermination services. If members are incapable of preparing for extermination services, the co-op will provide assistance.

vi) Locks

- a) The Coop will maintain all locks on entrance doors to the buildings and individual units, and will change locks when there is a change of occupancy.
- b) Members may not alter the locking system of their unit without the written permission of the co-op.
- c) If a lock is changed or added, a copy of the key must immediately be delivered to the Coop office, including a key for the gate into their back yards. Members with key-less coded entry locks must provide the code to the office; if the lock is changed the new code must be provided to the office within 24 hours of installation.
- d) If all keys to a unit are lost, the co-op will provide one new key for a nominal sum. Additional keys are cut at the member's expense.

vii) Hazards

- a) Members are not permitted to store volatile or flammable substances within their units.
- b) Smoke/carbon monoxide detectors installed by the co-op may not be painted, disconnected, removed or taped over and will be checked annually by the co-op. If a fine is given to the co-op for any detectors being tampered with the offending member(s) will pay the fine not the Co-op as per the Members Legal Rights and Responsibilities Policy.
- c) Members are responsible to report the failure of smoke detectors. The Coop is responsible for repairing or replacing malfunctioning smoke detectors.

viii) Move-out/Move-In Inspections

- a) On receipt of a 60-day notice from a member of intention to vacate, the co-op will carry out an inspection of that member's unit within 30 days of the notice to vacate.
- b) On completion of the inspection, the co-op will provide the member with a list of repairs required (including painting and carpet cleaning) to bring the unit up to a condition which, in the opinion of the co-op, is acceptable.
- c) Where a member is responsible for repairs, a final inspection will take place on move-out day, with the member in attendance, to ensure that the repairs have been completed. If they have not been completed, the co-op will arrange for the work to be done and the member will be charged for the expenses incurred.
- d) The Share Capital may be applied against the costs of repairs or cleaning, including the carpets.

- e) Money on deposit will not be refunded until after the Coop has received vacant possession of the unit and will be refundable as specified by the bylaws of the Coop.
- f) On move-in, a unit inspection will be carried out 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 Coop.

ix) Annual Unit Inspections

- a) As part of the preventative maintenance program, the Coop will carry out an annual inspection of all units to identify present and possible future maintenance problems.
- b) Following the inspection, the member will be given a list of repairs (if any) required and a date for follow-up inspection will be set. If the member fails to carry out the necessary repairs, the Coop will arrange for the work to be completed and the member will be charged for the expenses incurred.

x) Yard Inspections

At any time, the Maintenance personnel will inspect any yard to ensure that back yards are being tended to (See #1 – ii – d). Back yards are considered the members responsibility unless unable to so then the **Member Services Committee** will attend to them. Any offending member will be given a notice in writing and will have 48 hours (weather permitting) to fix the problem. If not, the Maintenance personnel will complete the task and the member will be charged back at the rate set out by the Board of Directors (minimum of one hour), as per section 1, b, iii.

3. INTERIOR COMMON ELEMENTS:

h) General

- a) The Coop is responsible for the routine maintenance, repair and periodic redecorating of all interior common areas (including meeting rooms, offices, laundry, maintenance workshop etc.).
- b) The Coop will carry out annual inspections of all interior common elements.
- c) The Coop is responsible for maintaining and servicing all common mechanical systems and equipment (e.g. laundry room, appliances, etc.).
- d) The Coop is responsible for relamping lights in the common areas.
- e) The Coop is responsible for regular testing of all safety systems, including sirens.
- f) Members must not permit anything to block fire exits, stairs and corridors or public thoroughfares

ii) Garbage

- a) Newspapers, papers, magazines and cardboard boxes may be bundled separately and left in the Cosmos collection depot provided, rather than in the regular garbage bins.
- b) Large items (e.g. unwanted furniture) must be disposed of by members at the city dump.
- c) The Coop is responsible for regular cleaning and spraying of garbage and storage bins.
- d) Residents must place garbage in the garbage containers provided. Garbage must be contained in properly secured plastic bags.

iii) Mechanical and Electrical Systems

- a) The Coop is responsible for the routine maintenance and repair of mechanical and electrical systems to ensure their effective functioning.
- b) Members are responsible for reporting any mechanical or electrical problems (e.g. leaking faucets) to the Coop as soon as detected.

4. EXTERIOR MAINTENANCE

i) Buildings

- a) The Coop is responsible for the routine maintenance, repair and improvement of the exterior of the buildings (e.g. roofing, masonry, windows, light fixtures etc.).
- b) The Coop will carry out an annual inspection of the exterior and common areas of the buildings.
- c) The Coop is responsible for all exterior painting.
- d) The Coop is responsible for periodically cleaning the exterior and the interior of the common area windows.
- e) Members in units are responsible for periodically cleaning the exterior and interior of all windows.

ii) Grounds

- a) The Coop's Responsibilities

The Coop is responsible for the following common area grounds maintenance:

- routine maintenance of lawns and trees
- trees and shrubs in Common areas and in front yards of units are the property of the Co-op and all maintenance and emergency pruning of the same must be approved by the Maintenance personnel according to its established Tree Pruning Guidelines. In order to ensure consistency and correct pruning procedure, members are required to contact the Maintenance personnel about pruning and care of all trees and shrubs; shrubs planted by members in their own fenced yards are exempted.
- routine maintenance and improvement of driveways, steps, and walkways, including repair and resurfacing of pavement, cleaning and sweeping
- removal of litter from common lawns, walkways, parking lots and play areas
- maintenance of exterior drains
- routine maintenance repair and replacement of exterior common area lighting, including periodic relamping

- regular removal of snow and ice and sanding of common walkway, common steps and driveways
 - painting and staining of fences and gates (to be done solely by the Coop in order to maintain uniform appearance)
 - Repair of damaged fences. (The cost of repair will be charged to the member if the damage was caused by neglect or abuse.)
- b) Members will be given at least seven (7) days prior written notification of any application of herbicides or pesticides to common green areas.
- c) Members' Responsibilities
- the reasonable maintenance and orderly appearance (lawn mowing and snow and ice removal) of their private yards and walkways leading to their units
 - the erection of any structure in private backyards must receive prior written approval of Maintenance personnel
 - The Member Services Committee will assist members unable to carry out these responsibilities due to disability, illness or age.

5. IMPROVEMENTS BY MEMBERS

i) Major Renovations

Members must receive the prior written approval of the Coop before undertaking any alteration to their units or private outdoor space which:

- involves structural changes (e.g. removing walls)
- requires a building, electrical or other permit (e.g. plumbing or electrical alterations)
- is to be left in place permanently (e.g. built-in bookcase)
- will affect the external appearance of the unit
- involves changes in the equipment (e.g. replacement of the stove)
- Alters division of space in the unit.

ii) Redecorating

- a) Any redecorating (e.g. painting, wallpaper, and installing new flooring) must have prior written approval of the Maintenance personnel.
- b) When members wish to re-paint their units, they will be responsible for carrying out the work, or paying for it to be done. Members are responsible for the cost of paint when the painting is outside of routine maintenance.
- c) Members repainting outside of routine painting are expected to use discretion when choosing a paint colour. When the member moves out, the cost of paint required to restore the unit to its original condition will be at the member's expense.
- d) Only surfaces previously painted may be painted.
- e) Members must 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.
- f) 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. The co-op will not contribute to the cost of the wallpaper or its removal. No wallpaper or other wall finishes may be applied during the period of the 12-month construction warranty.

- g) Other wall finishes such as cloth, tiles, mirrors etc. may be used only if their application will not damage the wall surface. Any damage caused by their application must be corrected by the members at their own expense, or will be deducted from their share capital, before the unit is vacated.
 - h) Texture spray, stucco or textured paint may not be applied to any wall or ceiling
 - i) Before vacating their unit, members are responsible for the repair of damage caused to walls and ceilings by picture hanging devices, ceiling hangars, etc.
 - j) Any floor coverings installed by members must be installed in a way that does not cause permanent damage.
- iii) **Application and Approval of Alteration/Improvement Requests**
- a) Application must be made to Maintenance personnel and all information requested concerning the proposed alteration must be provided in writing.
- iv) Maintenance personnel is authorized, in accordance with the terms of this Policy, to approve or reject requests and to attach such conditions to approved requests as it considers appropriate. Members may appeal to the Board of Directors if the request is turned down.
 - v) Alterations and improvements will be subject to a final inspection at the discretion of Maintenance personnel.
 - vi) Maintenance personnel will establish guidelines to use when reviewing requests. These guidelines will be designed to ensure that any alteration undertaken is safe, meets all applicable codes and regulations, does not adversely affect the future marketability of the unit, will be of an acceptable quality and, generally, is in the interests of the co-op.
 - vii) If Maintenance personnel finds it necessary to employ the services of a consultant in order to determine whether an improvement request should be approved, the member submitting the request will be responsible for the costs involved. (The member will be advised of the costs and asked whether the consultant should be employed.)
 - viii) Maintenance personnel may require a member to pay a deposit to the co-op prior to undertaking an improvement. The deposit may be held pending and returned following satisfactory completion of the work or, in the case of a temporary but major alteration, it may be held by the co-op until the unit has been restored to its original condition.
 - ix) Maintenance personnel may, from time to time, set standards of design, materials and quality of work for improvements which members carrying out improvements must meet.
 - x) Members are responsible for obtaining and paying for the cost of any permits required by the local municipality. Maintenance personnel must be provided with a photocopy of any permit received.
 - xi) Members will not be compensated for the cost of improvements to their units unless the improvements are undertaken at the initiative of the Coop.
 - xii) Fixtures in place are the property of the co-op. Members may, on a temporary basis, replace Coop owned fixtures with their own, but are responsible for storing the original fixtures within their units and replacing them, in good condition, before they move out.

- k) If a member undertakes any alteration listed above, without signing a **“Letter of Agreement”** with Maintenance personnel or if, at the time of final inspection, the work is judged to be unsatisfactory, the member will be required to restore the unit to its previous condition at their own expense.
- l) In the case of requests for alterations/improvements not specifically mentioned in the above sections, Maintenance personnel should be consulted as to whether or not approval is required.
- m) Member(s) may create gardens inside their fenced yards within 3 feet of the fence, within 3 feet of the fronts of their homes, and within 3 feet of their decks. The member(s) may have to cut back plants when painting or staining is done to property. Garden areas should have some shrubs or perennials or Coop may charge for laying sod or putting in other plants. The move out charge for putting in other plants will not exceed estimate for laying sod.

6. REIMBURSEMENT FOR EXPENDITURES BY MEMBERS

- i) The Coop will reimburse members for maintenance-related expenditures, which they have made only if they have received prior written approval of the co-op for the expenditures. This does not include alterations/improvements not undertaken at the initiative of the Coop.
- ii) Members are required to purchase Tenant/Home Insurance. Rainbow Housing Coop’s insurance does not cover items that are normally covered by Tenant/Home Insurance. If they choose not to do so, they are responsible for damage/injury items normally covered in such insurance policies, since these items are not covered in the co-op’s insurance policy.

7. TOOLS AND EQUIPMENT

Maintenance tools and supplies owned by the co-op may not be borrowed or used by members for their own use.

- a) Maintenance personnel will determine from time-to-time which co-op equipment, if any, may be loaned to member and on what terms.
- b) Members will be responsible for loss of or damage to any equipment borrowed from the Coop while in their custody, however caused.