

Merged maintenance bylaws and policies - a starting place

Colour coding of the merged maintenance-related bylaws and policies:

- Black - Maintenance by-law #21
- Bright Red - Move-Out By-law #41
- Blue - Maintenance Renovation Bylaw #35
- Gold - Floor covering policy
- Dark red - Common Area Decorating Policy
- Orange - Lock-out charges
- Light purple - Wall Covering and Paint Policy
- Turquoise - Rules Bylaw
- Brown - Making Woodsworth accessible policy

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(Temporary labels assigned to some of the major concepts or topics.)

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Fees and damages

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.

(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) All damage caused by the negligence of a member (or by the household or 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.

- Maintenance deposit

(e) A maintenance Deposit will be paid by all members. The amount of this deposit will be set by the Members. (This doesn't agree with Occupancy Bylaw #82 section 3.5 b.)

(f) 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.

- Partial Payment For Damages (#4)

Often a small area of damage becomes very expensive to fix, due to the fact that a much larger area must be replaced – e.g. a small burn on a counter means that the whole counter must be replaced because of matching. However, these things are not new, therefore the Co-op recognizes normal wear and tear. The following formulae will generally be applied:

4.1 Carpet – % of remaining life (based on 15 years) x % of area damaged x cost of replacement. (Minimum of 2 sq. ft. or 3.7 sq. m.)

4.2 Counter – 1/2 cost of replacing section of counter actually damaged.

4.3 Parquet (if less than 5 years since last refinishing) – based on the proportion of floor damaged.

- Other Charges (#5)

5.1 If staff feels that a unit needs to be cleaned prior to a new member moving in, this will be done and the expense billed to the out-going member. (may be staff time or a cleaning service).

5.2 If painting/wallpaper have not been done according to policy staff will assist the in-coming member in dealing with the problem in whatever way seems appropriate. The labour will probably have to be done by the in-coming member, but any expenses, such as extra paint, may be charged to the out-going member.

- Responsibilities of the Co-op (to be charged to outgoing member)

6.1 Major repairs to walls, floors, ceilings

6.2 **Major** cleaning

6.3 Painting if previously not done according to policy, and if not **easily** done by member. (e.g., if wall painted navy blue and it will take several coats to cover, then staff will apply 1 – 2 base coats of white)

6.4 Replacement of fixtures (screens, doorknobs, light fixtures, etc.)

Maintenance Overview

The Maintenance By-Law (No. 21)

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.

Common Area Maintenance – Interior and Exterior

- (a) The Co-op is responsible for regular maintenance and periodic redecoration of all interior common areas (e.g. apartment building lobby, corridors and hallways, elevators, stairways, laundry rooms, etc.)
- (b) The Co-op is responsible for maintaining and servicing all common mechanical systems and equipment (e.g. elevators, laundry room appliances, domestic hot water systems, main electrical panels and switch gear, etc.).
- (c) The Co-op is responsible for regular testing of all safety systems.
- (d) The Co-op will have the garbage room and garbage chutes sprayed regularly for pests.
- (e) The Co-op will maintain the notice boards.
- (f) The Co-op will regularly inspect and maintain all exterior common areas (e.g. outside drains, walls, roofs).
- (g) The Co-op is responsible for all exterior painting.
- (h) The Co-op is responsible for removal of snow from city sidewalks, the apartment building entrance area and all common walkways.
- (i) The Co-op is responsible for gardening and grounds-keeping in common areas.
- (j) The Co-op is responsible for all exterior window cleaning.

- 3. Uniformity

- (a) Generally the Co-op will maintain uniformity of common areas. This means that no renovations which would change the appearance of the exterior of units (e.g. building sun porches) will be approved.
- (b) There will be uniformity of colour for common areas and exterior of units. While this means that, for instance, all front doors on a particular block will be the same colour, each block could conceivably have a different colour.

Keys and lockouts

(d) A lockout charge for opening units outside office hours may be levied.

LOCK-OUT CHARGES POLICY

1. A lock-out charge for providing key access to unit will be levied as follows:

(a) notification for first occasion

(b) \$5 for the second

(c) \$10 for third and succeeding occasions

2.. The fee need not be paid at the time the key access is requested, but rather will be billed to the member. Such charges will be treated as arrears if not paid within 15 days of notification.

3. Resident non-members will not be given access except with the specific permission of one of the members in the unit. This permission may be given either in writing or by telephone.

4. Children of members will be allowed access to the family unit unless notification to the contrary is received by the office from the parent or guardian.

5. Record keeping for lockout charges will be based on the number of incidents within a calendar year.

- Locks

7.9 The co-op will change the lock cylinder on the entrance door to the co-op unit as soon as possible after move out.

Unit Maintenance

- Electrical

(f) i) Prior approval for alterations or additions to electrical circuits must be obtained from the Co-op.

ii) Repairs to the unit electrical system will be carried out by the Co-op.

Floor Coverings

- (c) Wall-To-Wall Carpet

Members are permitted to permanently install wall-to-wall carpet.

NO adhesives may be used to install carpeting.

Minor damage to the floors caused by the nailing strips, near the baseboards will be acceptable. However, if adhesives are used, the member will be billed for the cost of repairing the damage to the floors.

The carpet belongs to the member who installed it. This means:

if the member moving in does not want the carpet, it is up to the member moving out to remove it, and to demonstrate that there is no major damage to the floors under it;

removal of carpeting may not slow up the move-out/move-in sequence. The cost of any such delays will be billed to the member moving out;

the member moving out has the right to sell the carpet to the member moving in, but the member moving in cannot be compelled to buy it; and

the unit inspection for move-out will include a check to ensure that no adhesives have been used in carpet installation, as well as a check for floor damage to the extent possible (whether the carpet is being removed or not).

- Co-Op Owned Carpet

Any member wishing to replace Co-op owned carpet must obtain approval before doing so. Approval may be absolute or conditional (e.g., unusual colour, pattern or quality may require replacement upon move-out).

No member may vacate a unit leaving an area previously carpeted by the Co-op uncarpeted.

- Tile

Members may only install tile with the permission of the Co-op.

Anyone wishing to replace tile which has been applied directly to concrete will generally be given approval. This applies to floors in the medium rise, basements in the stacked townhouse, and ground floor areas in the mews units.

Approval will be given for installation of tiles in REASONABLE shades only. Whenever possible we would like to see a sample.

Members wishing to replace tile in the townhouse kitchens must choose from the Co-op choices on file in the office. The sub-floor must be inspected by the staff before the new tile is laid.

Members wishing to replace linoleum in the townhouse bathrooms must have the sub-floor inspected by the staff before the replacement sheet floor or tile is laid.

- Floor and Wall-Coverings

9 (a) Replacing or refinishing floor coverings may only be done with the permission of the Co-operative in accordance with the Floor Covering Policy.

- i) The Co-op is responsible for maintaining the urethane finish on hardwood floors.
- ii) Carpets installed by members must be installed in such a way as not to cause permanent damage.
- iii) Carpeting installed by the Co-op will be replaced by the Co-op when worn.

Heating

- (g) i) Gas furnaces and domestic hot water tanks (in the townhouses) will be maintained by the Co op.
- ii) The electric heating system in the apartments will be maintained by the Co-op.

Painting and Wallpapering

3 (a) Members must follow the rules outlined in the Paint and Wall papering policy when painting or wallpapering.

ii) Members are responsible for painting their own units. The Co-op will cover the cost of sufficient paint to repaint according to the Paint Policy. Where a member is physically unable to carry out the painting, the Co-op may provide assistance.

(b) Painting, wallpapering, or affixing any other finish to a wall must be done in accordance with the Wall-Covering Policy.

- Wall Covering & Paint Policy

The underlying principle, agreed to at a General Meeting July 3, 1990, is that stripping of wallpaper and repainting of walls is the responsibility of the incoming member.

However, this only applies if the outgoing member has followed these rules:

- Wallpaper Policy

1. Wallpaper must be dry-strippable.
2. Members must be aware that even dry-strippable paper leaves a paper residue on the walls when stripped.
3. The Co-op will pay the cost of rental of a wall-paper stripper for incoming members who wish to remove wall-paper.
4. Incoming members who are physically unable to do the work may be given assistance by the Co op.
5. The cost of “down time” to allow a member to strip wallpaper prior to moving in will be borne by the member moving in.

- Paint Policy

6. Only surfaces previously painted may be painted. (Do not paint smoke detectors, electric baseboard heaters, etc.)
7. Paint must be washable.

8. Members are responsible for painting their own units. The Co-op will cover the cost of sufficient paint to repaint the whole unit once every five years. This allowance may be claimed in instalments, if the whole unit is not painted at one time.

9. A member will not generally be reimbursed for the cost of paint purchased individually.

10. Where a member is physically unable to carry out the painting, the Co-op may provide assistance.

11. Paint will be allocated to paint the whole unit every three years except in the case of Move-ins. Generally, members who are moving into a new unit will be allowed.

To order paint for that unit, regardless of whether that unit has received its quota, or whether the member had drawn the full allotment for the previous unit.

12. To compensate members for painting their own units the Co-op provides a range of approximately 300 colours, instead of 1 or 2. Members must order colours within the colour range if the Co-op is paying for the paint. We discourage painting with deeper toned colours, which subsequently are more difficult to cover.

13. It is possible to order oil-based paint for painting trim.

14. White ceiling paint is available as an additional allotment every three years, on a scale based on the size of the unit.

15. Basement stairs and floors: sufficient and proper paint is available on demand, although colour choice is limited.

16. At Move-in, primer paint will be made available to cover dark colours.

17. Members are responsible for the cost of cleaning paint from floors, walls, carpet or any other places it should not be.

18. See the Woodsworth Members Handbook for painting and wallpapering tips.

- Other wall coverings

Members who wish to do anything to their walls other than paint or wallpaper, must apply to the Maintenance Committee for permission. Normally, anything stuck permanently to the wall, such as panelling, mirrored tile, or ceramic tile, would be

considered a permanent renovation and if approved, become the property of the Co-op.

- Paint ordering procedure

(Minor changes to the following procedure will not require membership approval, but must be published in the Weekly.)

1. Records will be kept for each unit, including a break down of rooms per unit, quantity of paint estimated per room, date and colour paint was distributed per room.
2. The allocation of paint is determined by a formula based on size of unit. Members may claim their paint allowance in installments, if the member wishes to paint less than the whole unit at one time.
3. The paint supplied will be middle-of-the-line Eggshell Latex, unless the member requests otherwise, for all rooms except as outlined in paragraph 4.
4. Members may order alkyd (oil-based) or Latex paint for kitchens and trim. If nothing is specified, semi-gloss will be supplied. Alkyd paint will be supplied for bathrooms.
5. Paint for trim, ceilings, and basement stairs and floors may be ordered as per the Painting Policy, clauses 8, 9 and 10.
6. Members must come in to the office to either choose their paint, or sign out a book of paint chips. When ordering paint, the member must fill out a Paint Order Form (see attached). The paint chip books must be signed back into the office before paint will be ordered.
7. Paint will be ordered, once a week on (Tuesdays). Members must have their order in no later than 5:00 P.M. on Monday. Any orders received after 5:00 P.M. on Monday will not be processed until the following Tuesday. Members may call the office, from Wednesday on, to arrange pick up of their paint. Other arrangements may be made for members physically unable to pick up their paint. This may be discussed with the Paint Co-ordinator.
8. Members must order colours within the colour range, if the Co-op is paying for the paint. The member may select from those colours whose first number is (EXAMPLE: 99YR 83/059).

9. The member may make his/her own arrangements with the Paint store for better quality or a greater quantity of paint, at his/her own expense. You must discuss this with the office staff.

10. No other arrangements will be made for reimbursement of cost of paint, except under exceptional circumstances. (For example: No reimbursement for paint bought at any other store

Windows

(b) i) The Co-op will replace all broken windows and torn screens. The member may be required to pay the cost.

Appliances

(d) i) Appliances 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.

ii) The Co-op will maintain the appliances which are the property of the Co-op in working order.

Plumbing

(e) i) Members must report leaks or other problems to the Co-op as soon as detected. The Co-op will carry out all plumbing repairs.

ii) If a clogged toilet cannot be fixed with a plunger, the member must contact the Co-op.

iii) Winter draining and turning off of the exterior faucets in the townhouses is the responsibility of the member.

- Plumbing, Article 6

(a) Members are not to make any changes to the plumbing without approval from the Co-op.

(b) Equipment such as water purifiers may only be installed if they do not involve any changes to the plumbing (i.e. they are okay if they screw onto the faucet).

(c) In the interests of water conservation, whenever the Co-op has to do any work in bathrooms which would allow it, we will consider changing the tub faucets to a system such as a "Moen/Trol" system.

(d) Basement sinks may be removed by members, but the member is responsible for storage and re-installing upon move-out.

(e) Faucets

i) Members may, with approval, install different types of faucets provided that copper pipes are used, not plastic.

ii) The member will be responsible for upkeep as long as s\he resides in the unit.

iii) Work must be done by a plumber, and inspected by staff when finished.

iv) Depending on the ease of returning to former faucet, this may be treated as a bonded temporary renovation.

v) Any future sink installation must have the faucets mounted on the sink deck, not the counter.

(f) Dishwashers

Members may install built-in dishwashers in their kitchens, provided that:

i) Plans must be checked out with staff before doing the work.

ii) The member is responsible for restoring the cupboard at move-out.

iii) A member who feels that the cupboard being removed is not salvageable, may have it inspected by staff and if they agree, it will be so noted on the file and the member will not have to restore the cupboard. In such a case, the cupboard doors must be saved for future use.

Exterior Private Areas

- Yards

- 4 (a) i) Members are responsible for reasonable maintenance of their yards.
- ii) Members may not keep livestock in yards or allow refuse to accumulate in yards.
- iii) Back gates must remain accessible to allow for entry by utility meter readers.

(c) Backyards

- i) Decks may be installed, with approval, provided they do not involve any changes to the present deck structures (e.g. removal of railings, moving the steps, etc.) and providing the member does not intend to sink the supports in cement in the ground. Decks may not be attached to the building, but may be attached to fences.
- ii) If at move-out time staff deems a deck to be unsafe or ill-built, the outgoing member may be required to remove it.
- iii) Patio stones or similar surfaces may be laid without approval. [Rationale: The grass in the backyards rarely grows properly since the soil is so poor. It is not difficult or expensive to return to grass if the incoming member wishes to do so.]
- iv) Trees may not be planted, removed or pruned, without permission from the Co-op.

- Balconies

- (b) i) Members wishing additional privacy on second floor balconies may install lattice work. Such installation must be approved before installation.
- ii) Hanging plants and other similar things do not need approval, but any damage is the responsibility of the member.
- iii) Members may not paint either the floor of balconies or the railings. Carpet is permitted, provided it is not attached to the balcony by anything other than double-sided tape. (i.e. no glue, no nails)
- iv) Any overhead structure in backyards or patios must allow access to walls and windows by staff and must be approved before installing.

iv) Trees may not be planted, removed or pruned, without permission from the Co-op.

- Wilton St. Patios

(d) i) Patio stones may not be replaced or painted by members.

ii) Any structure which will protrude above the fence must be approved by the Co-op.

iii) Nothing may be mounted to the top of the medium rise patio wall.

- Fences

(b) i) Painting and staining of fences, gates, and outside wooden steps may be done only by the Co-op in order to maintain a uniform appearance. The cost will be borne by the Co-op.

ii) The Co-op will repair damaged fences. A fee will be charged if damaged by neglect or abuse.

- Fences

(e) Members are not permitted to paint or stain fences.

Generally, the only renovations allowed to fences are the following:

i) installation of a bolt on the inside of the gate, provided it can be opened by an adult from the outside, and does not obstruct access to meters.

ii) lattice or trellis work may be temporarily installed on the top of fences, in such a manner that it is easily removed upon move-out. Nothing else may be installed on top of fences (e.g. spikes, other structures).

iii) Installation of easily-removed mesh or grating at bottom of fences to prevent animals from entering or leaving.

- Front Entrance

(c) i) Members in the townhouses and midrise ground floor apartments 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 City sidewalk in front of the unit. Units that share the same front walkway are mutually responsible for the City sidewalk that extends along the frontage of their townhouse stack. The front of each unit and City sidewalks shall be maintained in accordance with City of Toronto By-laws and/or guidelines.

Inspections

8 (a) Each unit will be inspected regularly by the Co-op, as per the Inspections Policy.

(b) The Co-op will be responsible for giving two weeks' 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. In order to carry out the inspections expeditiously, the Coop 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.

1.1 Upon a member giving notice as specified by the By-laws of move-out, the member will be given notice of inspection, to be done within 15 days. This notice will specify that staff must be able to inspect flooring under carpets and walls behind large pieces of furniture.

1.2 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.

1.3 A follow-up inspection will be carried out by the Co-op just prior to move-out.

1.4 No refund of Maintenance Deposit will occur until after final inspection by staff and acceptance by new occupant. If there is any dispute related to condition of the unit on move-out, this must be settled, and all repairs completed (and costed) before any portion of the Maintenance Deposit will be returned.

1.5 Any agreements between in-coming and out-going members must be documented in writing and a copy filed with the Co-op office.

Health And Safety

Garbage

5 i) Garbage must be disposed of according to the [Household recycling, organic wastes and garbage policy](#).

Hazards

(b) i) Members must not store flammable materials in their units (e.g. gasoline, oil, large quantities of paint).

ii) Members must not permit anything to block fire exits, stairs, and corridors, or public thoroughfares.

iii) Smoke detectors must not be disconnected or painted.

ARTICLE III – HEALTH AND SAFETY RULES

Hazards

Residents must not store gasoline, oil, large quantities of paint or other highly flammable or dangerous materials in their units. Residents shall not do or permit anything to be done in their premises which will significantly increase the risk of fire.

Residents must not obstruct or permit anything to obstruct the fire exits, stairwells, corridors, entry passages, and public thoroughfares.

Smoke detectors must not be disconnected or painted.

Pest Control

(c) i) In the event of a serious bug problem in a building, 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 will provide assistance. A fee may be charged.

- Pest control policy and procedure

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Approved by the Board

Improvements By Members

6 (a) Members will be individually responsible for the cost of improvements or alterations to their units.

(b) Fixtures in place are the property of the Co-op.

Fixtures

5. Members who remove fixtures (such as lights or plumbing fixtures) are responsible for storing them. To the extent we have room the Co-op may be able to store some fixtures. If so, a note should be made on the member's file that the Co-op is storing the fixture so that the member will not be held responsible for the fixture.

Floor coverings

(c) Replacing or refinishing floor coverings, with the exception of laying a carpet, may be done only with permission from the Co-op.

Major structural changes

(d) 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. Alterations that would reduce the number of rooms will not be permitted. 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 prior written approval of the Co-op.

(e) Alterations/renovations approved by the Co-op and undertaken by a member remain the permanent property of the Co-op.

(f) Upon termination of Occupancy no compensation will be given for said alteration/renovation.

(Renovation) Approval Process

B. 1. A member wishing to apply for permission for a renovation must submit adequately detailed plans to the office along with a request for approval.

2. In the case of a type of renovation which has previously been approved for another member, staff may give the approval. If there is disagreement between staff and the member as to whether a renovation should be done or how, then the issue must be brought to the Maintenance Committee.

3. If a request does not precisely fit the parameters of a previously approved renovation, it must be brought to the Committee for approval.

4. Any renovations must be completed within 6 months, or before the next unit inspection, whichever is longer. Any renovations started but not completed to the satisfaction of the staff will be reported to the Maintenance Committee for action.

Previously Approved Renovations

- installation of dishwashers in townhouses
- removal of front hall cupboard in Albert Franck Units
- changes to cupboard under stairs in Albert Franck Units
- cutting pass-throughs in wall between kitchen and living/dining room
- renovation of basement space

- decks

Renovations

Temporary renovations

3.1 temporary renovations are those which the Co-op would normally expect to be returned to original condition such as removal of fixtures or cupboard doors. However, if the in-coming member agrees to accept the renovation, this must be documented and a copy of the agreement filed with the office. Acceptance of temporary renovations means that the in-coming member becomes responsible for returning the renovation to original condition upon move-out.

Permanent renovations

3.2 permanent renovations must be approved by the Co-op before being done. They must also be completed before move-out or the Co-op will complete the renovation and bill the out-going member. Please see the Renovation Policy for details.

Changes or renovation without approval

3.3 A renovation which has not been approved by the Co-op will be dealt with on a case-by-case basis. If it would have been approved if the member had requested permission, and it is well done, it may be left. If it is not well done or the in-coming member does not want that particular renovation, staff, or on appeal, the Maintenance Committee, may decide to have the unit returned to previous condition and bill the out-going member for the work. This decision must be made as expeditiously as possible, in order not to hold up the return of the Maintenance Deposit cheque unnecessarily.

3.4 Members who have received permission to renovate but have not completed the work may be charged for completion of the renovation, depending on how livable staff feels the room is. These will be decided on a case by case basis.

3.5 Any of the insulated air conditioning panels which have been removed to install an air conditioner must be replaced.

Types of Renovation

Permanent Approved Renovations

C. 1 These renovations become a permanent part of the unit and the property of the Co-op. They will not be restored to previous condition for subsequent in-coming members.

However, they must be well done and inspected by staff.

Temporary Renovations

2. These renovations would include, but not be limited to, removal of doors, mounting of shelving units or cupboards, painting or papering closet doors.

For this type of renovation, the member would be expected to return the unit to its previous condition, e.g. replace closet door, fill holes in wall, etc. Storage of any items, such as doors, which have been removed, is the responsibility of the member. To the extent that we have room, the Co-op may be able to store some of these, but such facility be cannot be assumed to be available.

Bonded Temporary Renovations

3. There are some changes that members may propose which are either something that subsequent members would not like, or that would involve future cost to the Co-op for upkeep. If the Co-op believes that the renovation would be relatively easy to convert back, the member may be granted permission, provided that s\he deposits a sum of money with the Co-op that would be sufficient to return the unit to its former condition. These renovations would be such things as changing taps, installing dishwashers, etc.

Renovations which have been approved prior to passage of this policy would not be subject to this policy, provided that they are documented in the members' file.

In the case of bonded temporary renovations approved under this policy, the member moving out has two options:

(a) If the incoming member likes the renovation, the outgoing member may obtain this approval in writing to file with the Co-op office. The deposit would be transferred to the account of the incoming members, and it will be up to the outgoing member to arrange financial recompense with the incoming member

- This is not required of the incoming member and s\he cannot be forced to pay for any such renovation.

(b) The out-going member can restore the unit and, if the restoration is well done, the Co-op will return the deposit less any amount needed to properly complete the restoration.

Specific Types of Renovations

D 1. Electric

(a) Any electrical work to be done must be arranged/approved through the office so that we can be assured of the quality.

(b) Pot lights may not be mounted in existing ceilings. However, they may be installed in basements and rec. rooms where the member has installed a drop ceiling.

Air conditioners

2. Air-conditioner Policy

The Medium Rise already has accommodation for installation of air conditioners.

(a) Installation of air-conditioner compatible windows (townhouses):

Since all townhouse bedroom windows are now air-conditioner compatible, the Co-op will not longer pay for additional windows to be installed. If the member wishes to have an air-conditioner compatible window installed in a kitchen or living room window, the cost must be borne by the member, but installation must be arranged through the co-op.

<The section b below on installation of air conditioners is out of date for the mid-rise building. It does not reflect the new window installation over the past few years. Please consult Management..>

(b) Installation of Air Conditioners

i) Air conditioners must be installed in a safe manner and properly maintained.

ii) Security of the installation will be checked from time to time.

iii) Any damage caused by air-conditioners is the responsibility of the member.

iv) Staff will not install air-conditioners.

(c) Central Air-Conditioning in Townhouse Units

i) Installation of central air conditioning is permitted, provided that it is done by a reputable and qualified installer. Members must discuss their plans with staff and obtain the Co-op's permission before the work is done.

ii) The Co-op assumes no responsibility for any of the equipment. Maintenance and repair is the responsibility of the member.

iii) Removal of the unit at the time of move-out is the responsibility of the outgoing member, unless the in-coming member accepts responsibility for it. It must be made clear to the incoming member that s\he has no obligation to accept this responsibility. Any such agreement must be documented in writing and filed with the Co-op.

iv) The Co-op will not pay for any changes to any furnaces to accommodate air conditioners.

1. No renovations will be allowed which involve drilling through exterior walls without specific approval.

2. Renovations that would reduce the number of rooms will not be permitted.

3. All permanent renovations to units must have prior written approval from the Co-op before being undertaken. This includes, but is not limited to, structural changes (such as removal of cupboards or parts of walls, moving or adding walls), plumbing changes, changes to the electrical wiring. When in doubt, members are encouraged to contact the Maintenance Committee.

4. Renovations approved by the Co-op as permanent Renovations and undertaken by a member remain the permanent property of the Co-op unless other arrangements were made at the time of the approval.

5. All renovations must be completed within a reasonable time of being started, and must be inspected by staff after completion. All renovations must meet the Ontario building code. Staff will decide if it is appropriate to call in an inspector, and any charges related to such inspection will be charged to the member.

6. Renovations that staff feel have not been competently done may need to be completed by the co-op, at the expense of the member.

7. Upon termination of Occupancy, no compensation will be given for any renovation.

8. Generally, approval will not be given for any renovation which involves installation of new equipment which will have to be maintained by the Co-op in the long run. The exception to this is covered in C.3. Bonded Temporary Renovations below.

9. The cost of reversing unauthorized renovations will be charged to the member at move-out unless:

(a) The renovation is something that would normally be approved by the committee (Staff may discuss with the Maintenance Committee if in doubt);

(b) The in-coming member accepts the renovation; and,

(c) In staff's opinion the renovation has been well done.

Any agreement to forgo such charges must be confirmed by the Board prior to refund of the Maintenance Deposit.

10. The Co-op shall maintain a list of previously approved renovations, with plans where possible, so that members may duplicate alterations others had made. Members will be encouraged to report back to the Co-op their experience with renovations – e.g. what worked, what problems they encountered, etc., so that others may profit from their experience.

Renovating Basements (Article 7)

Members may apply for permission to renovate basements and recreation rooms in the townhouses. All proposed renovations must be approved.

(a) Care must be taken to ensure adequate space around furnaces. Building Code requirements must be met.

(b) Any ceilings that are installed must be suspended ceilings.

(c) Any renovation to a basement must be completed as proposed.

Move-Outs And Move-Ins

7 (a) Move-outs

i) Upon a member giving notice of move-out, as specified by the By-laws, an inspection of that member's unit will be carried out by the Co-op within fifteen (15) days.

ii) 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.

iii) The member will have thirty (30) days in which to complete the repairs at which time a second inspection will be carried out by the Co-op.

iv) Money on deposit will not be refunded until after the Co-op has received vacant possession of the unit.

v) The deposit may be applied against the cost of repairs or heavy cleaning if required.

Move-ins

(b) Move-Ins

i) 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 Co-op.

ii) The Co-op is responsible for supplying paint for any approved repainting. The painting must comply with the [Painting and Wallpapering Policy](#), as well as Section 3 UNIT MAINTENANCE, subsection (a) Painting and Wallpapering.

Expectation of in-coming members

7.1 When an in-coming (or relocating) member accepts a unit, s/he is also contracting with the Co-op to a definite non-negotiable moving date that is set at the time of unit acceptance.

7.2 The Co-operative will make every effort to remedy major deficiencies in the unit before move-in date. However, any delays (other than refinishing floors) will not change the moving dates. Therefore, when a member accepts a unit they accept the possibility of living in it “as is”. The Co-op cannot restore a unit to its original condition, or guarantee a relocating member that their new unit will be in as good condition as the one which they are vacating.

7.3 Relocating or new in-coming members will have the opportunity to fully inspect the unit they are being offered and will be informed by staff of any known deficiencies prior to acceptance of the unit and payment of any fees.

7.4 If there are major deficiencies (such as floor refinishing, fumigation, structural repairs) staff will schedule sufficient time to do work on the unit. During this time the in-coming member will not have access for painting, storage, etc.

7.5 Should the in-coming member wish additional vacancy time for redecorating, etc., s/he will be responsible for the additional vacancy loss.

7.6 Repainting and removal of wallpaper – provided it was previously done according to policy – are the responsibility of the in-coming member. This includes filling small nail holes in wall.

7.7 The Co-op will not replace baseboards.

Floors

7.8 Decisions about whether floors will be refinished will be made by staff based on their assessment of the condition of the floor and taking the budget into account.

Appeals

7.10 Any decision by staff under this policy is subject to appeal to the Board of Directors. Any such appeal will be dealt with as expeditiously as possible.

Floor and wall covering

2.1 See the Co-op’s Floor-Covering Policy and Wall-Covering Policy.

2.2 Generally, the Co-op tries to refinish parquet floors at move-out time. However, if the floors have recently been refinished and are damaged beyond normal wear and tear, the out-going member may be charged a portion of the cost to refinish.

2.3 Co-op carpet that is seriously soiled will be cleaned and the expense billed to the out-going member. If carpet must be replaced due to soil or damage, the amount billed to the out-going member will be calculated as per section 4.1.

However, if the Co-op staff believes damage is normal wear and tear, or a stain is in an unobtrusive spot, the Co-op may decide not to replace the carpet.

2.4 It is the responsibility of the out-going member to carefully remove any carpet s/he has installed, unless the in-coming member agrees to assume that responsibility.

2.5 Sometimes the Co-op has installed new carpet or tile in all units but a member has declined to have the flooring installed, either because s/he prefers the old or because s/he has installed his/her own (with permission). In that case, it will be documented in the unit file, and an in-coming member may request that the new flooring be installed.

Strategies for Staying Policy: policy on making Woodsworth accessible (approved by members in 2006)

1. A maximum of nine (5%) of our units (including the original “accessible apartments”) will undergo major adaptations and/or architectural changes to improve their accessibility and safety.

2. If a need is demonstrated and if the project is structurally feasible, any unit (up to a total of 9) in the medium-rise may be altered.

3. The Co-op will spend a maximum of \$5,000 per unit per major upgrading project (up to a total of 9). This maximum would be in addition to any grants or other contributions that might be available. The three original “accessible units” — namely apartments 306, 307, and 310 — will be exempt from this \$5,000 guideline.

4. Alterations must be approved by the Board prior to the start of any construction. If a member wishes to apply for financial grants or subsidies from outside agencies or government programs, it is that member’s responsibility to provide the Board, or its

designate, the required information and signatures in order to file or fulfill the application.

5. The accessible apartments 306, 307, and 310 will continue to be allocated to people with disabilities appropriate to those units

(#6 is about waiting lists)

7. Expenditures on common areas accessibility upgrades will be referred to the Board or membership.

8. At the member's written request, the Co-op will install minor safety and accessibility enhancements in any townhouse or medium-rise apartment. These minor assists or safety features shall include, but not be limited to, installation of bathroom safety grab bars, replacement of standard door handles with lever handles, installation of height adjustable shelving in bedroom closets.

Safety Devices (#8)

Members may request safety devices, such as grab bars, be installed in units. These will normally be done at the expense of the Co-op.

9. All safety and accessibility changes to a unit are permanent changes to that unit. Members will not be expected to return the unit to its original condition when they move out, nor will the Co op agree to restore the unit to its previous state for subsequent residents.

Forms

PAINT ORDERING INFORMATION AND ORDERING FORM

Please read these instructions before you select or order your paint.

Your bathroom **MUST** be repainted in an oil-based paint.

Unless you specify otherwise, oil-based semi-gloss will be supplied for your kitchen and trim paint.

All other walls should be repainted in Latex (eggshell supplied unless specified otherwise).

All paints on the colour chips are numbered; you may select only from the chips that are in the first three rows.

PAINT ORDER FORM

Once paints are mixed, they cannot be returned to the supplier.

Date Ordered:

Unit: # Name:

Halls: # Kitchen: # Bathroom: #

Living room: # _____ Dining room: # _____ Sunroom: #

Ceiling (which rooms):

1st Bedroom: # 2nd Bedroom: #

3rd Bedroom: # 4th Bedroom: #

Other:

OFFICE USE: Maximum Allowance: _____

Date Ordered:Date received:

APPENDIX:

Occupancy Bylaw CHFC version 2 - Section 5.1

Source:

<https://chfcanada.coop/resources/model-by-laws-policies-rule/#Ontariomodel>

This model is newer than the one that Woodsworth used for its bylaw.

Article 5: Members' Units

5.1 Maintenance and Repair

(a) Responsibility of the co-op

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government requirements. The co-op must keep the co-op property other than the units and all services and facilities of the co-op to the same standard as the units.

(b) Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order.

(c) Responsibility of members

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements. Members must not do, or fail to do, anything that damages their units or other parts of the co-op property.

(d) Co-operation with the co-op

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 that their unit is ready for access as stated in section 5.2(b) (Notice of entry). It also includes doing anything necessary to prepare their unit for co-op work, such as pest control.

(e) Reporting problems

Members must promptly report to the co-op any condition in their unit, the equipment in the unit or their building, if it could cause damage to their unit or co-op property.

(f) Maintenance and Improvements By-law

The co-op's Maintenance and Improvements By-law, if there is one, or other co-op by-laws, may have more detail on maintenance and repair responsibilities. The co-op and the members must obey those by-laws.

(g) Alterations and improvements

Members cannot make alterations and improvements to their units or co-op property, unless they comply with the terms of the Maintenance and Improvements By-law or any other applicable co-op by-laws. Members must get advance written permission from the board of directors unless those by-laws say something else.

(h) Changing locks

Members cannot change their locks without advance written permission from the co-op. They have to give the co-op keys to new locks or cards, fobs or other things needed for access. If they don't, the co-op can change the lock and the member will pay the cost.

(i) Exterior of unit

Members cannot install or attach anything to the outside of their unit or the outside of doors and windows without advance written permission from the board of directors. Examples are cameras, satellite dishes and antennas. Members must follow co-op by-laws and board decisions about what can be put in or on exterior parts of a unit, such as balconies, yards, driveways and fences. Permission under this paragraph can be withdrawn by the board.

(j) Common elements

Members cannot put or keep anything in the halls, lobbies, corridors, walkways, driveways and any parts of the co-op property other than the interior of their units without advance written permission from the board of directors. Permission under this paragraph can be withdrawn by the board.

(k) Privacy

Members cannot install cameras in their units or in vehicles that could record persons in an apartment building corridor or in public or common walkways or other public or common areas or in yards or outdoor areas adjacent to other members' units.

(l) Neglect of responsibilities

If members do not fulfill their responsibility under this section, the Maintenance and Improvements By-law or any other applicable co-op by-laws, or if members prevent entry when permitted under section 5.2 (Privacy), the co-op can do what is necessary to correct the situation. Those members have to pay the cost. Examples are higher callback charges or additional costs if pests spread to other units.

(m) Moving out of the unit

When members move out of a unit, they have to leave it clean and in good condition. The unit has to be left in the condition required by the Maintenance and Improvements By-law, if there is one, or other applicable co-op by-laws.

Maintenance Committee

Our basic premise is that this process will be guided by committee involvement and democratic decision making. This recognizes that a "majority vote" is the basis for decision making and that as a result various individuals may not have their taste satisfied. Generally common areas should use a consistent colour scheme and where possible projects implemented inside members' units should provide more than one final colour to choose from.

The Maintenance Committee would respond to the need for consultation on decorating issues and would implement the following process under the direction of the Board of Directors:

1. The Maintenance Committee would set up a subcommittee to deal with a specific cycle of consultations. (i.e., specific project might be painting the townhouse garage doors, or re- finishing the medium rise lobby).

2. Members of the subcommittee would seek out the options for implementing changes for the specific project. The options would be reported to the Maintenance Committee. Depending on the range of options, the Maintenance Committee and the subcommittee would agree on the time frame under which the project would proceed. Three basic stages make up the process:
 1. (a) Choosing: arriving at the aesthetic choice(s) within the co-op, would include but not be limited to the options of:
 1. i) retouching/refinishing;

 2. ii) keeping current colour/material; and

 3. iii) doing nothing;

 2. (b) Ordering: negotiating with suppliers; and

 3. (c) Implementing: installing and applying materials.

3. The subcommittee would research the proposed options and include information on repeating the option originally used. The first step in the research process could include committee and member consultation to narrow the options to be pursued.

4. A "cost-benefit" analysis would be prepared for the options available. Sample materials and colours would be put on display for members' viewing. A trial site could receive a proposed treatment or a display could be set up to put the information in context (e.g., in or outside of the office).
5. The Woodsworth Weekly would be the official method of communication with the membership. The names of the subcommittee members would be published to provide the membership with individuals to contact for clarification. The results of the consultation process will be reported to the membership in a format that indicates the ranking and proportions of support for each options as well as the numbers of members participating in the process. (It is suggested that the process allow for a two-week feedback period after the results are reported to facilitate reactions to the dominant choice).
6. In the case of a "split decision" the committee reports back to a general meeting or at a special meeting on the topic.
7. Unbiased expert(s) would be consulted in regard to colour and design, and include considerations of psychological effects and the quality of light.
8. Uniformity of choice would be a guiding principle. Where possible, to be flexible, a limited choice of harmonious colours would be offered.
9. The implementation schedule is announced and carried out.

Points of Access to the Process

1. Need for a project is flagged by the Board/Finance planning process, staff input and/or an interested member's letter to the Maintenance Committee.
2. Committees and the Board work with staff to clarify whether or not there are enough funds available to justify initiating the research and consultation process.

3. If the project is deemed relevant in the near future a subcommittee will be formed. This will generally be co-ordinated by the Maintenance Committee. The subcommittee will need to provide a mix of perspectives and a degree of objectivity.
4. Member input may be needed to narrow or limit the range of options to be considered.
5. Members will be requested to respond to options offered for a vote to prioritize them.
6. Members will have the right to question the report on the results of the voting. It must be acknowledged that a few individuals' resistance will not void the process.

Occupancy Bylaw - maintaining units

Please review section 5.1 of the Occupancy Bylaw #82 which covers maintenance issues -

These would not be incorporated as such into the new bylaw. However, if changed in the new Maintenance Bylaw, the Occupancy Bylaw will need to be changed too. The two bylaws must agree.

Occupancy Bylaw 5.1 Maintenance and Repair

(a) Responsibility of the co-op

The co-op must keep all units in a good state of repair and fit for habitation. It must make sure that each unit meets all health, safety and housing standards in government

requirements.

(b) Common elements

The co-op must keep the co-op property and all services and facilities of the co-op to the same standard as the units.

(c) Appliances

The co-op must provide each unit with a stove and refrigerator in normal working order.

(d) Responsibility of members

Members must keep their units reasonably neat and clean. Members must meet the standards of cleanliness and maintenance in government requirements.

(e) Co-operation with the co-op

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 that their unit is ready for access as stated in section 5.2(b) (Notice of entry).

(f) Reporting problems

Members must promptly report to the co-op any condition in their unit, the equipment in the unit or their building, if it could cause damage to their unit or co-op property.

(g) Maintenance and Improvements By-law

The co-op's Maintenance (#21) and Maintenance Renovation (#35) By-laws, or other co-op by-laws, may have more detail on maintenance and repair responsibilities. The co-op and the members must obey those by-laws.

(h) Alterations and improvements

Members cannot make alterations and improvements to their units or co-op property, unless they comply with the terms of the Maintenance and Maintenance Renovation By-laws or any other applicable co-op by-laws. Members must get advance written permission from the board of directors unless those by-laws say something else.

(i) Changing locks

Members cannot change their locks without advance written permission from the co-

op. They have to give the co-op keys to new locks or cards, fobs or other things needed for access.

(j) Neglect of responsibilities

If members do not fulfill their responsibility under this section, the Maintenance By-law or any other applicable co-op by-laws, the co-op can do what is necessary to correct the situation. Those members have to pay the cost.

(k) Moving out of the unit

When members move out of a unit, they have to leave it clean and in good condition. The unit has to be left in the condition required by the Maintenance By-law, Move- Out By-Law or Maintenance Renovation By-Law or other applicable co-op by-laws.