

## **Maintenance and Improvements Policy Policy # 33**

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A policy dealing with the respective responsibilities of the members and the co-op for the maintenance, repair and improvement of co-op property.

Passed by the Board of directors on  
the *8th* day of *April*, 2014.

Passed by the Membership on  
the 28th day of May , 2014.

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## 1. Purpose of Policy

The purpose of this policy is to:

- To set out the respective responsibilities of the members and the co-op for the maintenance, repair and improvement of the co-op.
- To establish guidelines concerning what repairs and / or improvements members may undertake within their units.
- Definition of what is a Member. Member to include member, member's family, guests, pets, or any others that are in or on your premises with your permission

The policy does not deal with the maintenance-related procedures that may be used to carry out the policy. The trade's person contacted by co-op (in consultation with the Board and Co-op staff) is responsible for putting in place such procedures.

## 2. General

i) **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 the members
- keep mechanical systems and appliances in good working order
- maintain and enhance the attractive appearance of the property.

ii) **Members** shall take good care of the unit and premises and keep the same, clean and in a sanitary condition. Members are generally responsible for the upkeep and cleaning of their units including:

- Reporting maintenance problems to the co-op promptly in writing;
- Re-decorating only in accordance with this policy (refer to Section 3.1)
- Grounds keeping and general maintenance of unit yards
- Carrying out minor repairs which usually do not require special tools or special ability; eg toilet floats adjustments, leaking taps and clogged drains. Members are cautioned not to use crystal type drain cleaner since these can cause further damage and can cause a blockage to become worse. Liquid drain cleaners are much more efficient and safe. If unsure on how to do this, please contact the office.
- Replacement of light bulbs, covers for light switches and wall plugs
- Furnace filters. For more efficient operation and lower fuel bills, filters should be changed at least once every three months during the periods when the furnace is in operation. Filters are available at the office.
- Clean and care of stove and refrigerator surface see Section 3 (3)
- Periodically clean and test smoke alarms and ensure that they are never disconnected. If they are not working, notify the office immediately.

- Clean and remove the bathroom exhaust cover and clean the fan housing
- iii) **Members** may be responsible for any costs resulting from repair or replacement of co-op property which is necessitated by:
- The removal by the member of co-op owned property or equipment;
  - Undue wear and tear caused by the member;
  - Damage caused deliberately or through negligence by the member.
  - The water shall not be left running unless in actual use in or outside the unit. The member shall be responsible for damages to their unit and property of any other member resulting from overflow of water from the member's unit.
  - Graffiti – any person caught defacing any co-op property or buildings with graffiti may be treated as a vandal and dealt with as such.
- iv) **Unit Repair Procedure:**
- Members must immediately inform the office of repair concerns in writing
  - Repairs may be handled in order of priority
  - Date may be set with the Member to set a date for repairs as required.
  - In an emergency the member must contact a Board member for guidance if staff is not available.

### 3. Units

#### A. Interior

##### 1) Decorating

- a) **MODIFICATIONS:** Any modification must be submitted to the office in writing for Board review prior to commencing. No modification can begin until written approval is received from the Board of Directors. Not receiving approval could lead to removal of the modification at the member's expense. For definition of modifications, please contact the office for clarification.
- b) **DECORATING:** Any decorating undertaken in the unit is at the member's own risk and expense. Any decorating must not result in damage to the unit. Should damage occur, members are responsible for repairing the damage at their own expense.
- c) Wallpaper, texture spray, stucco, cork tiles, mirror tiles or textured paint may **not** be applied to any wall, closet door or ceiling.

## 2) Floors

- a) Members are expected, on a regular basis, to clean and maintain the laminate, sheet vinyl and carpet floor coverings
1. **To clean the laminate:** ordinary vacuuming or sweeping is usually sufficient for cleaning with occasional wiping or damp mopping. The laminate floor should never be waxed, polished, sanded or lacquered.  
To remove tough stains such as juice, wine, grease and chocolate, use a dampened rag with warm water and mild detergent and spot clean. For cigarette burns, asphalt, shoe polish, paint, crayon, ink, dried foods, nail polish – dampen a rag with alcohol or nail polish remover and spot clean. To remove candle wax or chewing gum allow hardening and gently scraping with a plastic scraper.
  2. **Carpet cleaning:** members may rent carpet cleaning equipment at their own expense. Any damages caused to carpets due to improper cleaning must be repaired or replaced at the member's expense by the co-op's approved trade.
- b) Area rugs installed by the member, over laminate flooring, must be installed in such a way as not to cause permanent damage. Rubber-backed carpeting and area rugs must have an underlay.

## 3) Appliances

- a) The co-op is responsible for maintaining co-op owned appliances in working order and replacing them, as deemed necessary by the co-op.
- b) Co-op owned appliances and their accessories belonging to the co-op and may not be removed or moved from one unit to another, or replaced without prior written permission from the co-op or Board
- 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.

### Removing the Base Grille on the Refrigerator

The base grille can be easily removed for access to the defrost pan and condenser coils.

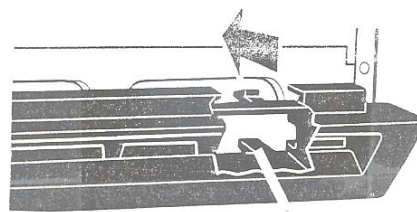
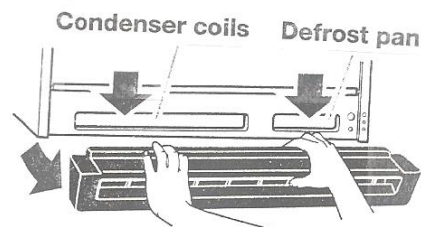
**NOTE:** Carefully avoid touching the condenser coils while cleaning, surfaces may be hot.

#### To remove the base grille:

1. Open the refrigerator door
2. Grasp the grille with both hands
3. Tilt the bottom of the grille up toward you and lower the grille out and away from the refrigerator
4. Close the door

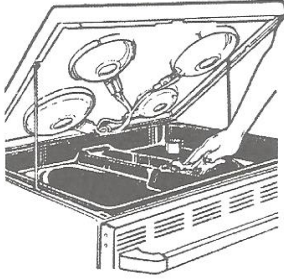
#### To replace the grille:

1. Open the refrigerator door
2. place upper clips in openings in the metal panel
3. Roll the grille down toward the refrigerator until it snaps into place
4. Close the door.



Clips

## Lift-up cooktop



### Lift-up Cooktop

To lift the cooktop of your range in order to clean:

1. Lift front of cooktop at both front corners until the support rods lock into place.
2. Wipe with warm, soapy water. Use a soapy steel-wool pad on heavily soiled areas.
3. To lower the cooktop, lift cooktop from both sides while pressing the support rods back to unlock them. Lower the cooktop into place.

Members are also required to regularly clean the stove exhaust filter. 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 neglect or abuse may be repaired by the co-op at the member's expense.

- d) Members may not install additional appliances that require plumbing or electrical work without consulting and written approval from the Board of Directors. (eg dishwashers)

#### 4) **Handrails**

All handrails are to be kept in place (installed) and not removed. This is an insurance requirement.

#### 5) **Furnace**

During the winter season, furnaces must not be turned off to avoid the possibility of frozen water pipes. The member shall be responsible to the co-op for the cost of any damage caused by a burst frozen water pipe.

#### 6) **Windows and Screens**

The co-op is responsible for the replacement of all windows and screens due to normal wear and tear. The member may be charged for any repairs to windows and screens if damage is judged to be the member's fault. The member shall observe strict care not to allow windows and doors to remain open so as to admit rain, hail or snow.

#### 7) **Painting**

**Interior:** When members wish to re-paint their units, they may be responsible for carrying out the work themselves. The co-op may reimburse 50% of the cost of the paint only to maximum of \$300.00 every two years. Paint receipts are required for reimbursement. **Painting equipment and supplies such as brushes, rollers, drop clothes etc must be supplied by members at their own cost.**

Members are expected to take due care when painting. Drop clothes or similar protective coverings must be used. Cover plates on the outlets and light switches, door knobs, stoppers, kitchen cupboard handles and hinges, kitchen drawer knobs, ceiling light cover fixtures, must be removed or masked before painting. Covers and hardware are to be reinstalled as soon as painting is finished

**Exterior:**

1. Exterior painting to be completed by trades person on behalf of the co-operative.
2. Each Block shall have the same exterior paint colours on the following:
  - Trim
  - ShuttersCo-op will maintain as necessary and colour re-evaluation will be done at that time.
3. Front doors, garage doors and back doors are not to be painted but left white.

7) **Air Conditioners**

a) **Window Units**

- Window units must be installed securely with proper support brackets to avoid the possibility of accidental injuries caused by the unit slipping from its position. Attaching the support brackets to the roof or siding is not permitted.
- The member may be responsible for any repairs or replacement of any damages caused by the installation of an air conditioner. (ie – water leaking back into unit; breaking of the window sill; roof damage).
- Units should be removed at the end of the summer season. If any damage results from the unit not being removed during the winter season, the member will be responsible for repair expenses that may occur.

b) **Central Air Conditioners**

- Installation of central air conditioners are subject to Board approval and completion of central air conditioner agreement prior to installation – form is available at the office
- Members are fully responsible for the costs incurred for the installation, upkeep and removal of the air conditioning system
- A qualified technician must install the central air conditioner. ( A person is deemed to be a qualified technician if they hold a current refrigeration license, have a contractor's registration



number with TSSA, is a current member with the Electrical Safety Authority, be a current ODP card holder and have a WSIB Clearance Certificate)

- A copy of the contract and Clearance Certificate is to be handed in to the office prior to commencing the installation.
- Upon move out and prior to the last inspection, the air conditioner system must be removed (unless the new member agrees to take responsibility of the air conditioner upon move-in) by a qualified technician and repairs completed if required. This is a cost to the move out member. The member is also required to submit the proper paperwork as listed above to the office prior to the removal.

8) **Awnings, Flower Boxes**

No awnings, shades, flower boxes, aerals or other items shall be attached to the outside of the unit. Flower pot hangers are permitted when attached to the brick work or fence.

9) **Vehicles** (i.e. cars, vans, trailer, tent trailers, and boats on trailers) may not be parked on any grassed area, according to City of Burlington By-law 2020 as amended.

10) **Garbage**

Members must abide by the City of Burlington – By-Law 12-2011 “Lot Maintenance” By-law (you may obtain the by-law from city)

11) **Fencing**

Fencing has been replaced (odd numbered units in 2009; even numbered units in 2008)

- No painting or staining of fencing is permitted
- No erecting of items above fence line is permitted ie lattice
- Anything that is affixed to the fence that causes damage, the repair may be completed by the co-op at the member’s expense.
- Any repair issues or concerns are to be reported in writing to the office immediately

12) **Landscaping**

The purpose of landscaping is to maintain the co-op property in a manner that is neat, tidy and aesthetically pleasing and to ensure that the members understand their responsibilities in this area and to inform them of landscaping regulations.

Members:

- Must obtain the approval of the Board of Directors before planting trees in their yards

- May not plant climbing plants (ie ivy) to climb on brickwork or siding
- Rear yard gates must be maintained and made accessible
- Any planting by the foundation must be of the annual kind. Perennials and shrubbery cause foundation and weeping tile damage.
- Care and maintain turf, trees and shrubs in their own front, back, side yards and boulevard areas. If you are concerned of an overgrown tree, please put it in writing to the office to evaluate.
- Keep turf, shrubs and flower beds trimmed, pruned, weed-free and well watered
- Keep turf in all yards and boulevard areas trimmed as indicated in the City By-law under By-law 73-1999
- Remove litter from both front and back yards and boulevard areas
- Be responsible for ensuring all children and guests residing in the household refrain from littering on the member's own or other units and common areas.

13. **Driveways**

- Keep driveway, walkways and sidewalks directly in front of the unit free of ice and snow
- Driveways were completely replaced in 2011. All members are expected to keep the driveways clean and free of fluid leaks. Stains of any kinds of vehicle fluid leaks etc are to be cleaned immediately. Members are reminded to take precautions. Recommendation in cleaning the driveways. Car oil soaks into the porous surface of a driveway if it's left to sit, so immediate action is the best way to prevent difficult stains. Mix a cleaning solution by adding liquid dish soap to a bucket of warm water. Use a stiff-bristled brush to rub the cleaning solution onto the driveway. Concentrate on areas with oil spots and other stains. Substitute a tri-sodium phosphate cleaner (TSP) for the detergent solution if oil and other stains do not come clean. Finish the cleaning process by rinsing off the driveway with a garden hose.

14. **Garage Doors:**

Garage doors were replaced in 2013. These doors are not to be painted

15. **Entry Doors (Front door/screen and back doors).**

Doors were replaced in 2014 with a front and screen door system All doors remain the property of the co-op. Members are encourage to exercise care with the screen doors to avoid damage which could cause the member to be charge for the repair and or replacement. Screen doors are not to be installed on the back doors. No holes can be made on

either the inside or outside or framework of the newly installed front and screen doors. Should you choose to put a curtain on the front door window, it is recommended to use the attached type of magnetic rod.

16. **Garden Sheds**

Sheds must conform to City of Burlington By-law 2020 2.3 and the Ontario Building Code. Members must obtain written Board approval prior to construction of a garden shed. This is to ensure that it does not affect the swale and drainage concerns of the back yards. Sheds (including existing sheds), must be properly maintained in good and safe order. Any damage caused to the lawns by the removal of the shed must be restored by the member at the member's expense.

17. **Satellite Dish Installation**

Any member wishing to install a satellite dish may not exceed 24" in diameter - **there may be absolutely NO exceptions to the maximum size allowed.** The member is responsible for notifying the Co-operative for approval **before** installing the dish. All approved members installing a satellite dish may be required to sign an agreement, which is available at the office, with the member assuming responsibility for any damages and/or repairs made necessary by the installation or removal of the dish. Dishes are only permitted to be installed in the back of the unit attached to the brick work or fence.

18. **Wading/Toddler/Spray Pools/Temporary Pools/Garden Ponds**

The member must abide by the City of Burlington By-laws – By-Law 74-2005. The co-op assumes no liability for accident or injury resulting from use or ownership of any type of pool or pond. Any damages to the grass or other areas, including neighboring yards, caused by the pools/ponds must be repaired at the pool/pond owner's expense.

19. **Pest Control**

- a) Members are to report to the co-op office immediately should there be a problem with rodents, vermin, bedbugs etc infesting the unit both inside and outside.
- b) In the event of a serious pest control problem in the unit, the co-op may 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 may have regard for the health of members.
- c) Members must co-operate in the preparation of their unit for the extermination services

20. **Locks**

- a) The co-op will maintain all locks on entrance doors. (garage door, front door, back door and inner garage door). A copy of all entrance keys will be kept in a locked cabinet in the office.
- b) Members may not alter the locking system of their unit
- c) If a lock needs to be changed in an emergency, please contact a board member to call in the appropriate trade.
- e) The member shall turn over all the unit keys to the inspection team upon move out.

21. **Hazards and Fire Prevention – Safety and Security**

- The member may not disconnect or tamper with smoke detection equipment. The member is responsible to test the smoke detector(s) in the unit occasionally, and notify the office immediately if it does not work
- Flammable solutions and solvents must be properly stored in accordance with applicable fire regulations. Improper storage of flammables invalidates the Co-op's fire insurance coverage
- The sidewalks, driveways and entry ways may not be obstructed to ensure the safety to the members, their guests, delivery persons etc.
- The member shall not install in the unit (interior or exterior) additional heating units or additional electrical circuits and shall not over load existing electrical circuits.
- The use of grills, barbecues etc, in the unit or garage area is strictly prohibited.
- In winter the garage doors should be kept closed. If any damage should result due to the door being left open, the member will be responsible for the cost of any of the repairs.
- It is recommended that garage doors be closed and locked at all times in order to satisfy insurance regulations and ensure the safety of children.
- Children are to be careful when playing on the city street.
- Any incidents of theft, damage or vandalism shall be reported to the office. If any such incident is caused by the member, the co-op will take appropriate action to recover the cost. If the incident is caused by a guest of the member, the member shall be responsible and appropriate legal action may be taken

**4. Unit Inspections**

**1. Move Out Inspections**

- a. On receipt of 67 days notice from a member of intention to vacate, the maintenance contractors or staff will carry out an inspection of that members' unit. Where possible, the committee or staff may have the member sign the inspection report. See Schedule A – Move Out

- b. The member will be held responsible for any damages to the unit caused by moving furniture out of the unit.

## **2. Move-In Inspections**

1. The maintenance contractors/staff may schedule the move-in inspection as soon as possible following the move-in.
2. The maintenance contractor/staff may explain the maintenance procedures and policy to the move in member.
3. If maintenance repairs are required, as a result of moving furniture into the unit, the move-in member will be held responsible for any damages.

## **3. Annual Unit Inspections**

- a. As part of the preventative maintenance program the co-op (inspectors, maintenance contractor and/or staff) will carry out an annual inspection to identify present or possible future maintenance problems.
- b. The co-op will provide unit members at least 48 hours notice of the inspection. The co-op may try to accommodate time and date that may be mutually agreed upon.
- c. Inspections may cover all areas outlined on the inspection form
- d. An adult member of the unit should be but, not necessarily, be present. No minor is to be alone in the unit during the inspection
- e. Photos of deficiencies may be taken by the co-op trade to assist and speed up the repair process
- f. Following the inspection the member may be given a copy, if requested, of the inspection report.
- g. A date for a follow up visit to complete the repairs by the maintenance contractor may be arranged by the office.

## **5. Alterations/Improvements by Members**

### **A. New Alterations and Improvements:**

These guidelines are designed to ensure that any alteration/improvements undertaken are safe, meet all applicable codes and regulations, do not adversely affect the future marketability of the unit, may be of an acceptable quality and generally are in the best interests of the co-op.

- a. Proposal for unit alterations/improvements must be presented to the Board with details of the proposed alteration. Members must receive prior written approval from the Board before undertaking **ANY** alteration to their unit either inside or out. If the Board 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 may be responsible for the costs. The member may be advised of the potential costs involved and asked if they wish to proceed.

- b. Members are responsible for obtaining and paying for the cost of any building, electrical, or other required permits and follow up inspection by the local municipality. The office must be provided with a photocopy of any permits received prior to commencing the alterations or improvements.  
(Examples of projects that DO require a building permit as per the Ontario building code include but not limited to:
  - finishing of unfinished areas including basement areas
  - decks and porches (if attached to the unit) including enclosing existing decks, porches or patios
  - accessory structures such as garages and sheds greater than 10 square meters(Examples that DO NOT require building permit as per the Ontario building code include but not limited to:
  - Patios, landscaping
  - painting, decorating, millwork, replacing plumbing fixtures
- c. The Board is authorized, in accordance with the terms of this policy to approve or reject requests and to attach conditions to approved requests as it considers appropriate. Members may appeal to the Board if turned down.
- d. Members may be responsible for all costs of alterations/improvements to their unit.
- e. Electrical fixtures in place are the property of the co-op. If members wish to attach any electrical light fixtures (eg ceiling lights with a fan) this must be done by a certified electrician only. Members are to supply the office with a copy of the billing which is on company letterhead. Members are responsible for storing the original fixtures within their unit and replacing them, (by a certified electrician) in good condition, before they move out. See move out agreement. The member must advise the co-op when the work is complete and a final inspection of the alteration/improvements may be carried out.
- f. If a member undertakes any alteration/improvement listed above without prior written approval from the Board or if at the time of inspection, the work is judged to be unsatisfactory, the co-op could choose to call in a trade to make it to code and would be at the member's expense.

**B. Existing Alterations and Improvements by Members:**

(eg decks, finished basements)

The co-op will remove repair and replace any existing alteration or improvement to the basement to make necessary repairs. No additional work to be done by the co-op. (eg leaks in basement, removal of basement walls, flooring and or ceiling). The extent of repair to be determined and approved by the Board of Directors.

## **6. Reimbursement for Maintenance Expenditures by Members**

- a. The co-op may reimburse members for maintenance related expenditures which they have made, **only** if they have received the prior approval of the co-op for the expenditure, and the appropriateness of the proposed item. Receipts will be required prior to being reimbursed.

- b. Members must not call trades themselves for repairs to their units, otherwise they will be responsible for the cost of the repairs.
- c. If a member calls in a trade to repair an item that is owned by the member, the cost of this repair must be paid directly by the member.

## **7. Tools and Equipment**

- a. Maintenance tools and supplies owned by the co-op may be borrowed by members for their own use. (eg ladders, lawnmower)
- b. The equipment must be signed out only by adult members and/or their designates of legal age.
- c. Equipment is used at members' own risk and responsibility.
- d. The equipment must be returned in a timely manner and in the same condition as borrowed. This is to enable other members to borrow as well. It is the responsibility of the member who signs out the equipment to report damage or malfunction of the equipment. Any damage caused by misuse or failing to return the item may be charged back to the member.

# Schedule 1

## MOVE OUT SCHEDULE

**The member moving out is responsible for leaving the unit clean and in good repair and is responsible for any damage to the unit and surrounding area caused by a third party during any move out.**

### 1. Notice

Members intending to leave Cavendish Co-op must give a minimum of sixty-seven (67) days written notice. The move out date must fall at the end of the month following the receipt of the 67 days notice. The notice must specify the last day of a month as the date of the termination.

### 2. Move-Out Inspection Team

All move-out inspections are to be carried out by the Move-Out Inspection Team. This two member Team is comprised of a maintenance trade person; or a Board member, or staff.

### 3. Schedules of Move-Out Inspections

- a. The office, vacating member, the Move-Out Inspection Team may endeavour to arrange convenient times for move-out inspections conducive to all parties involved. Arrangements for the first move-out inspection should be made as soon as possible after the receipt of move-out notice. If the vacating member chooses not to co-operate, Cavendish Co-operative Homes Inc. may enact the powers granted to it under Article 5.6 (b) of the Occupancy By-law VI.
- b. A minimum of two move out inspections and a possible third inspection may be done. The first and the last must be completed during daylight hours.
- c. The third inspection, if needed, is to be completed within thirty (30) days of the first inspection, or at the discretion of the team. The team may also decide at this time, depending upon the condition of the unit and the amount of repairs to be completed, to schedule additional inspections prior to the final inspection.
- d. The final inspection is to be completed when the unit is completely emptied of vacating member's property. The vacating member must be present during the final inspection.  
If, for whatever reason, the vacating member cannot be present during the final inspection, the team may make a visual record (photos) of any damage, deficiencies, cleanliness and/or neglected repairs, which could be charged back to the member.





#### 4. **Inspection Form and Reporting**

- a. The Inspection team may inspect the entire unit using the current unit inspection form. The team must report in writing the condition of every item noted on the form.
- b. When the **first** inspection has been completed, a detailed report noting any damages, deficiencies, repairs and lack of cleanness will be completed by the inspection team and will be forwarded to the office. This report will represent a fair and accurate account of the condition of the entire unit including garage, fixtures and surrounding property, excluding any hidden damage due to the placement of belongings.
- c. The inspection team may review the inspection report with the member. The vacating member may receive a copy (if requested) of the inspection report outlining all repairs and/or damage they are responsible for completing and rectifying prior to move-out. The member is to sign the form at the time of inspection.

#### 5. **General Condition of Unit Upon Move-Out**

##### a. **INTERIOR:**

- Garage and the basement, are left clean and free of debris.
- All laminate and vinyl floors including the basement floor and under appliances are to be washed.
- All windows, window tracks and sills are to be cleaned.
- All appliances must be cleaned inside and out. Please see instructions under Appliances 3.3 of this policy.
- All kitchen cupboards, drawers, fixtures, exhaust fan, sink are to be cleaned;
- bathroom sink, tub, toilet, fixtures, vanity and exhaust fan are to be cleaned;
- laundry tub, is to be cleaned.
- Walls, doors, trim and baseboards (including behind the appliances) to be left clean and free of grease marks
- Nails and picture/ceiling hooks must be removed
- Carpets to be vacuumed prior to the carpets being cleaned. In keeping with our carpet manufacturers' warranty, the entire unit (basement excepted) must be professionally steamed cleaned (truck mounted system) upon move-out. This cost will be divided equally between the Co-op and the move-out member.
- all painted or damaged outlet covers and switch plates must be replaced by the member

- heat ducts and vents must be cleaned out
- in winter set the thermostat to low upon vacating (65F)

Should the member not complete the cleaning to the satisfaction of the inspection team the co-op may hire a trade to do the cleaning at the member's expense.

**b. EXTERIOR:**

- Patios (front and back) must be left in as is condition and clean and free of debris
- Any trees, shrubs and plant material present when the member moved into the unit are the property of Cavendish Co-operative Homes Inc. and are not to be removed. Members who wish to remove trees and/or shrubs that they have personally purchased and planted may do so provided they return the landscape to an acceptable state by either refilling any holes and re-sodding lawn areas or replacing with another tree or shrub. If the material is removed from a garden area, the member is responsible for ensuring any holes caused by the removal of the material are refilled.
- Garage to be left free of debris or any items and the floor to be swept and free of oil and grease

**6. Agreements Between Vacating and Move-In Members**

- Any agreements reached between vacating and move-in members, in regards to personal items (ie: washer, dryer, blinds, drapes). It is imperative that the office and Inspection Team receive a copy of this document. This agreement is a private contract between the vacating and move-in member. Cavendish Co-operative Homes Inc. is not responsible for any part of the agreement.
- This agreement does not absolve the vacating member and/or move-in member from any responsibility they have toward repair, cleaning and/or damage of the unit.

**7. Failure to Comply with Move-Out Policy and Inspection Reports**

- If the vacating member fails to carry out all necessary repairs and cleaning of the unit as noted in this policy, and other policies pertaining to maintenance of units and inspection reports, Cavendish Co-operative Homes Inc. may retain the services of any necessary trades, professionals and/or material to do so. Pursuant to Article 3 (B) of the Occupancy By-law any and all costs will be deducted from the member loan. Cavendish Co-operative Homes Inc will also bill any remaining balance to the vacating member. Failure to pay this bill may result in legal action.

- b. In the case of an internal transfer, the member may not be allowed to transfer until the member agrees **in writing to pay for any repairs and/or cleaning** of the unit they are transferring from.

**8. Handing in Keys Members Handbook**

- a. Upon final inspection, if the unit is found in marketable condition, the vacating member will surrender all keys and the member handbook to the Inspection Team.
- b. If the final inspection is done prior to the last day of occupancy, the member may surrender their keys and handbook at this time. The Co-op may change the locks and bear full responsibility for the unit until the new member moves in. However, if the vacating member chooses not to surrender the keys until the last day of the month, they will be responsible for any damage and utility costs that may occur between the time of the final inspection and the new member move-in.

**9. Returning of Member Loan**

Provided the unit has been left in acceptable condition as per the move-out inspection reports and all aspects of this policy and all policies and by-laws pertaining to unit maintenance have been complied with and no money is owed to Cavendish Co-operative Homes Inc. the vacating member may expect their member loan to be returned in cheque form within ten (10) working days. If there are any outstanding costs for cleaning or repairs to the unit that the member is responsible for, their member loan may be refunded after their financial account with the co-op has been completed.

**10. Definition of Terms Used in This Policy**

- a. Members           Member to include member, member's family, guests, pets or any others that are in or on your premises with your permission.
- b. Clean               Free of dirt and grime
- c. Deficiencies       Repairs; missing or lacking necessary components and/or fixtures original to the unit (not limited to electrical outlet covers, window screens, and light fixtures).
- d. City by-laws       City of Burlington By-laws. All members must comply with this city by-law at all times.

# Schedule A

## Agreement Between Members

The following agreement is a private contract between members. Cavendish Co-op is **not** responsible for any part of this agreement. This schedule is provided as a courtesy to members. If additional clauses or pages are required please make sure, both parties have signed all the papers.

The following is a list of articles which \_\_\_\_\_ (move-in member's name) has agreed to purchase from and/or be left in unit number \_\_\_\_\_ by \_\_\_\_\_ (vacating member's name).

Eg curtains, furniture, washer-dryer – items that belong to the departing member)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

I \_\_\_\_\_ (move-in members name) agree to compensate \_\_\_\_\_ (vacating members name), the sum of \$ \_\_\_\_\_ for above noted items.

†

**Both parties have read and are in agreement to all as stated above**

# Schedule 2

## SATELLITE DISH AGREEMENT

DATE: \_\_\_\_\_

MEMBER(S): \_\_\_\_\_

\_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

This agreement is to confirm that I (we), \_\_\_\_\_, am (are) permitted by Cavendish Co-operative Homes Inc. to install a satellite dish on the exterior of my (our) unit. Indicate where the dish will be installed. \_\_\_\_\_

The satellite dish may not be installed anywhere on the front of my unit. The dish may not be installed on the roof or siding. Tapping screws may be used if attaching a dish to the brickwork.

I (We), the member(s) named above, may be **fully** responsible for any repairs to the unit, \_\_\_\_\_, which may be made necessary by the installation or removal of the satellite dish. I (We) am (are) also aware that any costs involved may be my (our) responsibility.

I (We), the member(s) named above, may ensure that any repairs that become necessary are completed **PRIOR TO** vacating the unit.

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE FOR THE CO-OPERATIVE:

\_\_\_\_\_

# Schedule 3

## CENTRAL AIR SYSTEM AGREEMENT

DATE: \_\_\_\_\_

MEMBER(S): \_\_\_\_\_

\_\_\_\_\_

UNIT NUMBER: \_\_\_\_\_

This agreement is to confirm that I (we), \_\_\_\_\_,  
may:

- (a) install
- (b) assume the already installed or
- (c) adhere to the requirements with the presently installed

Central Air system in the exterior and interior of my (our) unit only by a qualified technician, with proper paperwork submitted to the office prior to the work being done. The Central Air system may not be installed anywhere in the front of my (our) unit. The Central Air system may be regarded as chattel not property and may be removed. Upon move-out, if the central air system is removed, the co-op has the right to call in a co-op trade person to verify that the work has been done properly. All paperwork must be submitted to the office prior to installation and if removed, prior to move-out inspection.

I (We), the member(s) named above, may be **fully** responsible for any repairs to the unit, \_\_\_\_\_, which may be made necessary by the installation or removal of the Central Air system. I (We) am (are) also aware that any costs involved may be my (our) responsibility.

I (We), the member(s) named above, may ensure that any repairs that become necessary are completed **PRIOR TO** vacating the unit.

Installation Company:

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

\_\_\_\_\_