



BROOKS CO-OPERATIVE HOMES INC.

2145 Sheridan Park Dr., Ste. 6, Mississauga, Ont. L5K 1C6

Tel: (905) 823-4777 Email: office@brookscooperative.ca

Policy for Unit & Property Maintenance

A policy dealing with the rules regarding unit and property upkeep and maintenance

Passed by the Board of Directors on the 22nd day of January 2014
Confirmed at the General Members Meeting on the 30th day of April 2014
Amended and passed by the Board of Directors on the 13th day of October 2021
Amended and passed by the Board of Directors on the 16th day of October 2024



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1. Policy Statement:

- a. The objective of this policy is to set out the respective responsibilities of “the Member” and “the Co-op” for the maintenance and repair of Co-op property within the units and to establish guidelines concerning what repairs should be undertaken by the members and what improvements may be carried out within their individual units.

2. Purpose of the Policy:

- a. Members are generally responsible for the upkeep of their units, including re-decorating of the unit and cleaning of the unit. Members are responsible for submitting work orders to the Co-op office as soon as possible following discovery of a maintenance issue in their unit.
- b. Note: Members will be held financially responsible if it is determined that their negligence, willful damage or failure to report maintenance issues, resulted in damage and/or repair or replacement of property or equipment.

3. Decorating:

- a. When members wish to re-paint their units, they will be responsible for carrying out the work. The Co-op will not require members to re-paint their units prior to vacating unless re-painting is necessary because of undue wear and tear, nicotine staining, application of wallpaper or application of dark-coloured paint. Refer to clauses (3c.) and (3g.) for more detail.
- b. The Co-op will supply a paint grant to each unit to re-paint the unit. Members are supplied with a paint grant of \$300.00 maximum for every three years of residency. The amount is subject to change. This allowance may be claimed in installments if the whole unit is not painted at one time. Unused paint grants or portions of paint grants cannot be carried forward into future years. Members must provide legitimate receipts prior to being reimbursed. The cost of painting labour may not be claimed as any portion of the paint grant.
- c. Members who are purchasing their own paint are expected to purchase light (white or pastel) coloured paint only. If dark, non-pastel coloured paint is applied in the unit, the members will be required to restore the walls to a light-coloured paint prior to vacating the unit. This condition is waived if the members moving into the unit accept possession of the unit with the dark-coloured paint, in writing.
- d. Painting equipment (e.g., rollers, brushes, trays, etc.) will only be reimbursed up to a total of 10% of the paint grant, or 10% of the portion of the grant used at any time by the members.
- e. Kitchen cabinets and bathroom vanities are not to be painted or customized and no additional fixtures are to be installed inside or outside of these cabinets.
- f. Members are expected to take due care when painting. Drop cloths or similar protective coverings must be used. Cover plates on outlets must be removed before painting and all hardware, controls, fixtures etc. must be masked before painting.



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- g. All wallpaper must be dry-strippable. The Co-op will not contribute to the cost of wallpaper. If wallpaper is applied in the unit, the members will be required to remove it and restore the walls to an acceptable condition, which includes applying light-coloured paint, prior to vacating the unit. This condition is waived if the members moving into the unit accept possession of the unit with the wallpaper in writing.
- h. Texture spray, stucco or textured paint may not be applied to any wall.
- i. Before vacating their unit, members are responsible for the repair or damage caused to walls and ceilings by picture hanging devices, ceiling hangers, nicotine, etc.

4. Floors:

- a. Members are expected, on a regular basis, to clean and maintain all flooring in the unit.
- b. The Co-op may periodically renew polyurethane finishes on hardwood floors. Members may not refinish hardwood floors themselves.
- c. The Co-op strongly encourages the use of area carpets on hardwood floors to minimize noise and preserve the finish of the hardwood.
- d. After obtaining permission from the Board of Directors, members may install vinyl plank flooring in any areas of the unit with existing hardwood at their own cost. Members may not install vinyl plank or any other kind of flooring in any areas of the unit with existing ceramic. Members are not permitted to remove flooring they have installed prior to vacating the unit.

5. Appliances:

- a. Co-op owned appliances and their accessories belonging to the Co-op may not be replaced, removed or moved from one unit to another. Exception applies, see clause (5d.)
- b. The Co-op is responsible for maintaining Co-op owned appliances in working order and replacing them, as necessary.
- c. Members are required, on a regular basis, to clean both the interior and exterior of their refrigerators and stoves, in accordance with the recommendations of the manufacturer.
- d.** Members are permitted to install their personally owned refrigerators and/or stoves in the unit. The Co-op owns an appliance dolly that members may use to remove a Co-op owned appliance from their unit. If a member wishes to replace Co-op owned appliances with their own personal appliances, they must follow these steps:
 - 1. The member must advise the Office three business days in advance of the delivery of their personal appliance, at minimum. The Office will locate a basement storage for the Co-op owned appliance that will be removed from the unit. The space may not be in the same building where the member resides.



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2. The member will be required to sign a liability waiver (“*Schedule A*” attached to this policy) assuming responsibility for personal injury that may occur as a result of moving the Co-op-owned appliance(s) from their unit and into basement storage. The member will be required to assume responsibility for the cost of any damage that may occur to the unit, Co-op common areas, and/or the Co-op owned appliance(s) being moved.
3. The member must return the appliance dolly, and any keys provided to basement storage areas, to the Office immediately upon completion of the appliance relocation.

Members are responsible for all scheduling and costs related to repairs and/or service to their personally owned appliances.

- a. Members are permitted to install personally owned dishwashers in the unit. Members are responsible for all costs associated with installation, service and repair of the dishwasher.
- b. Under no circumstance are members to install a washing machine and/or dryer in their unit. The Co-op provides an ensuite washer and dryer to the two assisted units in the Co-op. Installation of a washing machine and/or dryer in any other unit is expressly forbidden, in accordance with the *Occupancy By-law*.
- c. Damage to or by any appliance (be it *Co-op owned*, or *member owned*) which is caused by the failure of a member to carry out these responsibilities, or otherwise caused by the member’s neglect or abuse, will be repaired by the Co-op at the member’s expense.

4. Locks:

- a. The Co-op will maintain all locks on entrance doors to the building and individual units. Whenever a unit is vacated, the Co-op will automatically replace the unit door lock. Members are not permitted to install their own locks, or to have a lock installed which is not keyed to the Co-op’s unit master system.
- b. The entrances to the upper level of the buildings are controlled by key fobs. Each unit will receive one key fob for every member and long-term guest registered to the unit. Every fob will cost \$10.00 for replacement or if not returned upon the unit being vacated.
- c. Members may request additional key fobs for their unit by informing the Co-op via letter who will be receiving the key fob with their name, relation to the member and their contact information and address.
- d. Compact key fobs are available from the office at a cost of \$15.00 each. This price is subject to change based on the supplier’s cost.



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5. Hazards:

- a. Members are not permitted to store highly inflammable substances within their units/lockers.
- b. Smoke detectors installed by the Co-op may not be painted, disconnected or removed. Replacement of batteries in battery-powered smoke detectors will be completed by Co-op staff following receipt of a work order.
- c. Members are not permitted to make any alterations or modifications to the breaker panel without the permission of the Co-op. In the event of the breakers continually “tripping”, it is the responsibility of the member to notify the office, in writing.

6. Alterations by Members:

- a. Members must receive the prior, written approval of the Board before undertaking any alterations to their units. Application must be made to the Board and all information requested concerning the proposed alteration must be provided.
- b. Members will not be compensated for the cost of alterations to their units unless the alterations are undertaken at the initiative of the Co-op.
- c. Fixtures in place are the property of the Co-op. Members may, on a temporary basis, replace Co-op owned fixtures (e.g. light fixtures) with their own but are responsible for storing the original fixtures within their units and replacing them, in good condition, before they vacate. Members will be responsible for all scheduling, labour and costs associated with installation, service and repair of personally owned fixtures.

7. Reimbursement for Expenditures by Members:

- a. The Co-op will reimburse members for maintenance-related expenditures that they have made only if they have received prior Co-op approval. Receipts must be provided.

8. Unit Inspections

- a. Move-Out Inspections:
 - i. On receipt of a sixty (60) day notice from a member of their intention to vacate, the Co-op will carry out a “preliminary” inspection of that member’s unit.
 - ii. On completion of the inspection, the member will be provided with a list of repairs required (if any) to bring the unit up to a condition which, in the opinion of the Co-op, is acceptable.



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- iii. When vacant possession of the unit is received by the Co-op, a “final” inspection is carried out to ensure that all repairs have been completed and that the unit and its appliances, etc. have, in the opinion of the Co-op, been left in an acceptable state of cleanliness.
- iv. The Member Deposit on file will be applied against the cost of repairs not completed and/or the cost of professional cleaners, if required, to re-clean appliances, kitchen cabinets and/or bathroom fixtures (toilet, tub, shower, vanity, sink etc.).

b. Move-In Inspections

- i. On receipt of keys, or shortly after, a “move-in” inspection will be carried out by the Co-op in the presence of the new member(s). The new members and the Co-op will sign the inspection report, based on the condition of the unit.

c. Unit Inspections

- i. As part of the preventative maintenance program, the Co-op will be carrying out an inspection of each unit once every three years, at minimum. This is to identify present and possible future maintenance problems.
- ii. Following the inspection, each unit will receive a rating: above average, average, fair or poor. Units rated fair or poor will be inspected more frequently than units rated above average or average.
- iii. The Co-op will be responsible for giving at least one week’s advance notice of the inspection. The exact date and time will be mutually agreed upon by the Co-op and the member.
- iv. Following the inspection, the member may be given a list of-repairs required that are the responsibility of the member. If the member fails to carry out the assigned repairs, the Co-op will arrange for the work to be completed, and the member will be charged for the expenses incurred.

CERTIFIED to be a true copy of a policy passed by the Board of Directors at a meeting held on the 16th day of October 2024.

Board Secretary: Cathy Cetrullo



SCHEDULE A

Brooks Co-Op Appliance Relocation Liability Waiver

Release and Waiver of Liability and Indemnity Agreement

This Release and Waiver of Liability (the “Release”) is executed on this ____ day of _____, _____, by _____ (the “Participant”) in favor of **Brooks Co-Op Homes Inc.**, its management, staff, agents, and representatives (collectively, the “Released Parties”).

By signing this waiver, I, the undersigned Participant, understand, acknowledge, and agree to the following:

1. Assumption of Risk

- I understand that the removal of a Co-op owned appliance from my unit, relocation of a Co-op owned appliance to basement storage and use of the Co-op’s appliance dolly involves inherent risks, including but not limited to the risk of injury, illness, physical strain, and in rare cases, death.
- I voluntarily assume full responsibility for any risk of injury, illness, or death associated with my removal of the Co-op owned appliance from my unit, relocation of the Co-op owned appliance to basement storage and use of the Co-op’s appliance dolly, whether caused by my own actions, negligence, or otherwise.

2. Release of Liability

- I, for myself, my heirs, personal representatives, or assigns, hereby release, waive, discharge, and hold harmless the Released Parties from any and all liability, claims, demands, actions, or causes of action that I may have, now or in the future, for any injury, illness, death, or property damage that occurs as a result of my removal of a Co-op owned appliance from my unit, relocation of the Co-op owned appliance to basement storage and use of the Co-op’s appliance dolly.



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- This waiver and release extend to all claims of every kind and nature whatsoever, whether known or unknown, suspected or unsuspected, arising out of my participation in any gym activities or use of gym equipment.

3. Indemnity Agreement

- I agree to indemnify and hold harmless the Released Parties from any loss, liability, damage, or cost (including attorneys' fees) they may incur as a result of my removal of the Co-op owned appliance from my unit, relocation of the Co-op owned appliance to basement storage and use of the Co-op's appliance dolly.

4. Damage to Co-op Property

- I agree that I will reimburse Brooks Co-operative Homes Inc. for any damage to the Co-op's buildings, grounds, appliances and dolly that is caused by my removal of a Co-op owned appliance from my unit and into basement storage.

5. Binding Agreement

- This waiver is intended to be as broad and inclusive as permitted by the laws of Ontario. If any portion of this waiver is held invalid, the remaining provisions shall continue to be enforceable.
- I have read and fully understand this Release and Waiver of Liability and Indemnity Agreement and voluntarily agree to its terms.

Member Name _____

Member Name _____

Member Signature _____

Member Signature _____

Date _____

Date _____

Signature on behalf of Brooks Co-operative Homes Inc. _____

Name of Signor on behalf of Brooks Co-operative Homes Inc. _____

Date _____