

# **WHATTLEKAINUM HOUSING CO-OPERATIVE**



**POLICY AND PROCEDURE MANUAL**

## Table of Contents

TABLE OF CONTENTS.....	2
<b>CHAIN OF LEGAL AUTHORITY</b> .....	3
<b>GENERAL</b> .....	4
CO-OP PHILOSOPHY .....	4
BASIC PRINCIPLES.....	4
GUIDING PRINCIPLES.....	4
<b>BOARD</b> .....	6
JOB DESCRIPTION OF BOARD .....	6
WHATTLEKAINUM HOUSING CO-OP DIRECTOR’S CODE OF CONDUCT.....	10
<b>FINANCE</b> .....	11
<b>INTERNAL SUBSIDY FUND POLICY</b> .....	13
<b>MEMBERSHIP</b> .....	15
<b>PARTICIPATION</b> .....	18
<b>DATA SECURITY</b> .....	19
<b>PETS</b> .....	20
<b>CARPORT SPACES</b> .....	22
<b>FINES</b> .....	23
<b>COMMON GROUNDS</b> .....	24
<b>COMMUNITY ROOM</b> .....	29
<b>COMMUNITY ROOM RENTAL CLEAN-UP CHECK LIST</b> .....	32
<b>GRIEVANCE</b> .....	33
<b>MAINTENANCE</b> .....	34
Storage Shed Approved Renovation 1 .....	43
Atrium Infill.....	45
Privacy Fence.....	46
UNIT MASTER KEY.....	47
<b>MOVE IN/MOVE OUT</b> .....	49

## **CHAIN OF LEGAL AUTHORITY**

*Cooperative Association Act* (and other laws and regulations)  
Co-op's Memorandum and Rules  
Co-op's Occupancy Agreement  
Policies and Standing Resolutions  
Board and staff decisions

British Columbia's *Cooperative Association Act* (called "the Co-op Act", or "the Act") became law on January 31, 2001. It replaces all earlier versions of the Act. Members of our co-op adopted and registered its Rules of Whattlekainum Housing Co-operative and Schedule A to the Rules: Occupancy Agreement in September 2004, and updated in June 2015.

**The *Cooperative Association Act*** is provincial law that governs all co-operatives, including housing co-ops. Only the BC government can change the Act.

**Memorandum of association** is an official document that proves a co-op is incorporated as a legal association under the Co-op Act. Changes to the Memorandum must be consistent with the Act.

**Rules** set out how the co-op will carry on its business. Rules deal with things like how to become a member, membership shares, elections, and how meetings will be run. These Rules must be consistent with the Act and the co-op's Memorandum. The Rules can be changed by a special resolution of the members.

**Occupancy agreement** is the lease between the housing co-op and each member. The occupancy agreement must be consistent with the Rules. If the Rules and the agreement are in conflict, then the Rules take priority.

**Policies** are set by the members or the board of directors. Policies deal with the daily business of the co-op. A co-op can change its policies by a simple majority vote at the general meeting or a board meeting. Policies must be consistent with the Rules and the occupancy agreement.

**Standing resolutions** are decisions made by the board or members that do not need a formal policy. Standing resolutions cannot contradict co-op policies, occupancy agreement, Rules, Memorandum or the Act.

Wording taken from CHFBC's 'Effective Governance for BC Housing Co-ops Guide to the Co-op Act'

(May/2012 GM)

## **GENERAL**

### **CO-OP PHILOSOPHY**

1. To create a community of people committed to the ideas of group protection of the individual's rights and individual responsibility to the welfare of the group.
2. To provide and retain affordable housing within the community.

### **BASIC PRINCIPLES**

1. A continuing co-op in which members do not own individual houses but share collectively in ownership of all.
2. Democratic control by members on the basis of one (1) vote per member.
3. When a member leaves the Co-operative, he does so without financial loss or gain.

### **GUIDING PRINCIPLES**

1. To co-operatively provide and maintain good housing and community services for members at costs they can reasonably afford.
2. To educate and involve members in planning, development, and management of all aspects of the Co-operative.
3. To make optimum use of available land, while, at the same time preserving the natural aspects of the environment.
4. To provide individuals and members with freedom and privacy while maintaining standards and regulations agreed upon.
5. To lease housing to members on a non-profit basis.
6. To provide member residents with security of tenure comparable (within the context of co-operative responsibility) to that of private ownership.
7. To create a community in which people can live comfortably regardless of income, age, or ethnic background.
8. To create a community which seeks to promote mutual understanding, respect for privacy, and the responsibility of members to carry out duties involved in a functioning cooperative.
9. To take into consideration the needs of disabled persons.
10. To maintain a secure and responsible financial position.
11. To support the co-operative philosophy and maintain communication with other co-operative organizations.

(Apr/1982 BD)

**1. MANAGEMENT COMPANY**

THAT we accept a Management Company which will act in accordance to the requirements as stipulated by the Board of Directors.  
(Oct/2023 GM)

**2. DOCUMENTATION**

THAT documents, number of shares member holds and registration be incorporated in the Minute Book.  
(Sept/1983 BD)

**3. LEASE SIGNING**

THAT a Board member be responsible for lease signing in co-ordination with management.  
(Oct/1989 BD)

**4. SHARE PURCHASE AMOUNT**

The share purchase amounts will be set for all units as voted upon by the general membership.  
(May/2012 GM)

**6. SIGNING OFFICERS**

Signing officers shall be two of the following: President, Vice-President, Treasurer, or Secretary.  
(May/2012 GM)

**7. OCCUPANCY REVIEW**

Members are required to complete an annual occupancy review form.  
(May/2012 GM)

**8. SPEAKER'S LIST**

When there has been a discussion on an issue and a speaker's list has been established, that when the question is called, people on the speaker's list be permitted to have their say before the vote is taken.  
(July/1985 GM)

## **BOARD**

### **JOB DESCRIPTION OF BOARD**

#### **PRESIDENT**

The President is the leader of the Co-operative and as such should hold the respect of the members and be committed to improving the Co-operative and achieving its objectives.

The President's duties include:

- a) Chairing General Membership and Board meetings. It is desirable that this duty be shared on a rotational basis with a Vice-President.
- b) Assisting the Recording Secretary in preparing agendas for General Membership and Board Meetings.
- c) Representing the Co-operative to the outside world.
- d) Signing documents.
- e) Overall co-ordination of co-op business and activities. This is the most important duty and includes functions such as:
  - ensuring that all committees are operating well, have competent leadership, and have Board Liaison persons assigned to them;
  - facilitating communications between committees as well as committees and the Board;
  - following up decisions made by the Board and/or the General Membership and ensuring that the Co-op policy is being carried out;
  - having an overview of what is going on in the co-op at all times;
  - being a liaison with the management company;
  - seeking out ways to solve problems and improve the Co-op by making suggestions for policy and procedural changes to the rest of the Board and the General Membership;
  - carrying out the responsibility for communication with professionals providing service to the Co-op (lawyers or engineers, for example).

The list of functions above can be summarized by stating that the Co-op President must know the function of each volunteer and paid person who is working on behalf of the Co-op and must ensure that all tasks are being carried out competently and in a spirit of unison.

## VICE-PRESIDENT

The Vice-President should be familiar with the duties of the President, and be prepared to assume them whenever necessary. He/she should help the President in any way when the President calls on him/her for advice or assistance.

The Vice-President duties include:

- a) understanding the role of the President;
- b) being familiar with the functions of all committees, the management company, and other hired professionals;
- c) chairing of some General Membership and Board meeting;
- d) investigating sources and availability of Board of Director's training courses, so that all Board members know when and where they can attend the compulsory training required of all Directors within their first six months in office.

## TREASURER

The Treasurer works with the Finance Committee and the property management company. The Treasurer's duties include:

- a) ensuring that accurate financial records are maintained. This involves liaison with committees and the property management company to insure that all expenditures are documented and supported by receipts;
- b) Oversees writing of cheques on the Co-operative's operating account and all Co-op's bills, in coordination with the Co-op's management service provider;
- c) reporting regularly to the Board and to the General Membership on financial affairs and ensuring that financial statements, budgets, and reports are understood by the Directors and the members;
- d) advising the Board and membership on the implications of any financial transactions contemplated;
- e) liaison with the Finance Committee, delegation of tasks relating to Co-op's finances.

## CORPORATE SECRETARY

The Secretary's duties include:

- a) In coordination with the Co-op's management service provider, filing required reports to the government (the Director of Co-operatives and the Registrar of Companies);
- b) maintaining historical records for the co-operative as set out in the Co-operatives Act. This includes responsibility for keeping the Minutes Book and Shares Book up to date. The corporate secretary should also ensure that the Co-op's member files are kept up to date

by providing liaison with the Co-op's "office manager". (Other records are currently kept by the property management company.);

- c) signing documents and being a guardian of the Co-operative's seal;
- d) handling correspondence of the Co-op when so directed by the Board;
- e) ensuring that there is a quorum at meetings (A quorum for a General Meeting requires that one-fifth (1/5) of the members entitled to vote are present in person at the commencement of the meeting, and at all times not less than ten members are personally present). A quorum for a Board meeting is at least three (3) Directors (Rule 14.13).

## RECORDING SECRETARY

The Recording Secretary's duties include:

- a) taking minutes of Board meetings and filing them in the Minute Book once they are adopted (the minutes must include the names of those present);
- b) securing minutes of the General Membership meetings from the person who takes them and filing them also in the Minute Book once they are adopted (sign-in sheets of members present must be filed with the minutes);
- c) preparing agendas for Board and General Membership meetings. This involves liaison with the President to ensure that all outstanding business is included;
- d) ensuring that adequate notice is given of all General Membership and Board meetings; it is particularly important that in the case of the Annual General Meeting, the appropriate notice period is respected (in our case - 14 days notice).

It should be noted that in taking minutes, the actual wording of each motion is extremely important. The Secretary can ask a mover to write out his motion.

Within one week of a Board meeting, the Recording Secretary must produce the minutes in the final form, and distribute them to all Board members.

(May/2012 GM)

### Responsibilities of All Co-op Directors

Aside from the specific tasks assigned to the officer, each Director has a number of responsibilities to fulfill. As a Director, one should:

- a) attend all Board and General Membership meetings;
- b) be prepared for meetings by re-reading the minutes of the previous meeting and any other relevant reports;
- c) all Directors who are not acting as officers of the Co-op should act as Board liaison person to at least one committee. All committees are in fact extensions of the Board and the Board is responsible to ensure that they carry out Co-op's policy according to the approved procedures. This duty involves attending the meetings of the assigned committee and reporting back to the Board;

- d) keep in touch with the needs and concerns of members;
  - e) look out for the welfare of the Co-op at all times;
  - f) take on special projects as needed (for example: choosing a lawyer for the co-op or forming a new committee when necessary);
  - g) be prepared to act as a delegate of the Co-op to some other organization of which the Co-op is a member (such as CHF);
  - h) within six (6) months of being elected to the Board, each member must attend a Board of Director's training course, taught by CHF/BC or some other reputable Co-op training body. This is to ensure that all Board members have the knowledge to serve the Co-op as well as possible during their term of office;
  - i) act as a representative of the Co-op to the outside world;
- (Oct/1984 BD)

**Whattlekainum Housing Co-op Director’s Code of Conduct**

I have read, understand, and agree to following Director’s Code of Conduct I agree I will act honestly, in good faith, and in the best interest of the Co-op. I acknowledge if I breach any of these conditions, I will be required to resign in accordance with the Rules.

- (a) Directors have authority only as a Board. They have no individual authority. Between meetings, they have no authority unless the Board has given them specific authority for a task or to convey a decision.
- (b) The Board may delegate authority to any individual director, committee, employee or member. However, the final authority and responsibility remains with the Board as a whole.
- (c) Directors must avoid conflicts of interest, both direct and indirect. Conflict of interest in relation to any co-op contract, business, or proposed business for the co-op must be made in writing at a Board meeting as soon as the conflict exists.
- (d) A director who disagrees with a proposal the Board is considering declare their disagreement.
- (e) All directors must state their position clearly when the Board is making an important decision.
- (f) Each director must follow the co-op’s policy on confidentiality and not disclose to anyone any confidential information while they are a member and after they leave the co-op. This information includes, but is not limited to:
  - Personal and financial information about members, co-op employees or applicants.
  - Information about co-op business which must be kept private to protect the Co-op, unless specifically authorized by the Board to disclose it. This information may come through a Director’s position on the Board or learned while attending Board meetings, Committee meetings, or inspections of common areas or units.
- (g) Each director will obey the Rules and policies of the co-op and will pay housing charges on time.
- (h) All directors will remain open to other points of view and options. They will not act defensively when members question or disagree with their decisions.
- (i) All directors will work together for the good of the co-op. They will not let personal dislikes or grudges affect their decisions.
- (j) The Board will not tolerate bigoted slurs from any director. It will not allow any statements which put down, or show lack of respect for, any member or staff person, especially negative comments concerning: gender, origin, income, physical, mental or developmental disability, sexual orientation, or religion.

Dated at \_\_\_\_\_ this \_\_\_ day of \_\_\_\_\_, 2016

\_\_\_\_\_  
Signature of Director-elect

\_\_\_\_\_  
Director-elect’s home phone number

\_\_\_\_\_  
Director-elect's Printed Name

\_\_\_\_\_  
Director-elect’s email address

\_\_\_\_\_  
Director-elect’s address

\_\_\_\_\_  
Director-elect's work phone number

(Feb/2017 GM)

## **FINANCE**

### **1. CONFIDENTIALITY**

All income review and other private financial statements that are made to the co-op will be treated confidentially. Only the Treasurer and Management Company will be granted access to members' personal financial information.

(Oct/2023 GM)

### **2. INCOME REDUCTION**

Should a member have a reduction of income, he/she can apply for rental assistance through the Co-op's management provider and be granted assistance according to the CMHC's guidelines.

(Oct/2023 GM)

### **3. DELINQUENCY AND ARREARS POLICY**

#### Overview

This document sets out the Co-op's administrative policy for dealing with members in arrears, including the limited repayment arrangements the Co-op may permit to assist members in arrears.

The Occupancy Agreement requires members to pay all housing charges in full, on the first day of each month, without exception.

Late payments, partial payments, withheld payments, dishonoured cheques, and ongoing arrears balances are not acceptable in our co-op. Members in arrears are in breach of the Occupancy Agreement and must take immediate steps to correct the breach. The Co-op will take steps to terminate the membership of any member who does not abide by this arrears policy.

#### Details:

1. Housing charge payments are due, in full, on the first day of each month.
2. Housing charges not paid in full by the first of the month are subject to a late penalty of \$25.00. The late penalties will also apply to partial payments.
3. A penalty of \$25.00 will be applied to all cheques, including housing charge payments, which are not honoured by the financial institution for any reason. Members that have 3 NSF (non-sufficient funds) by a cheque or PAD (pre-approved debit) returned for any reason in a twelve-month period are required to pay by money order or certified cheque for the following 6 months, unless excused in writing by the Board of Directors.
4. Only the (Board/Finance Committee) can authorize the Coordinator to waive or reverse penalties. Appeals regarding late or returned cheque penalties must be submitted, in writing, within 7 days of receiving notice from the Co-op's management service provider.
5. Members in arrears must pay the full balance due, including any penalties, no later than the 15<sup>th</sup> day of the month, except under the special provisions regarding repayment agreements noted under 6, below.

6. Members who cannot pay their arrears balance in full by the 15<sup>th</sup> of the month must submit a written request to arrange for a repayment agreement to repay the balance due over time. Such requests must be submitted to the Co-op's office no later than the 16<sup>th</sup> of the month.
7. The member's request for a repayment agreement must include an explanation of the special circumstances which require them to seek such an arrangement, along with details of the steps they have taken, if any, to obtain the required funds from other sources.
8. The maximum arrears that may be repaid through a repayment agreement is one month's housing charges, plus any penalties assessed for that month.
9. The (Coordinator) may authorize repayment agreements to a maximum term of four months, with minimum monthly payments not less than 25% of the arrears balance.
10. The Board of Directors may consider authorizing repayment agreements for longer terms only in cases of genuine hardship or extraordinary circumstances. However, in no instance will the term of the repayment agreement exceed twelve months.
11. Any member, who, by the 15<sup>th</sup> of the month, has not paid their full arrears balance or submitted a written request for a repayment agreement, will be reported to the Board of Directors, who may begin proceedings to terminate their membership.
12. While a repayment agreement is in effect, the member must pay all housing and other charges in full and on time. The Board, at its sole discretion, may require the member in arrears to make all payments, including monthly housing charge payments, by certified cheque or money order only.
13. If a member fails to meet any of the terms or conditions of their repayment agreement, the Board may immediately cancel the repayment agreement and demand immediate payment of the full balance outstanding. If the member fails to meet the Board's demand for payment, the Board shall begin proceedings to terminate their membership.
14. Any change to the terms and conditions of a repayment agreement may require the consent of the Board of Directors.
15. If the member ceases to reside in the Co-op, the repayment agreement shall be terminated and the full remaining balance of the arrears shall be due and payable immediately.
16. Directors in arrears to the co-op for housing charges, or any other amount other than housing charges, will formally declare their arrears to the Board.
17. Directors who are in arrears will abstain from voting on all arrears matters.

(Feb/2017 GM)

## **INTERNAL SUBSIDY FUND POLICY**

### **Definitions**

Internal Subsidy Fund – IS Fund

### **Intent of Policy**

It is in the Co-op's best interest to maintain a stable membership and to assist households in remaining in the Co-op when they experience a temporary loss of income arising from an unplanned interruption in the ability of the household to work. Accordingly, the Co-op maintains an "Internal Subsidy Fund," which can provide assistance in housing charges payment to qualified households for a limited period.

### **Purpose of the policy**

To set out members' rights and responsibilities for receiving housing charges assistance and to establish a framework for:

- Manage and allocate the internal subsidy surplus fund fairly and consistently, following CMHC FCHI-2 guidelines.
- Monitoring and assessing the impact of any policy application on all member households and the economic viability of the co-op.

### **Policy**

1. As agreed upon by the General Membership, a specific amount will be added to the annual budget to include a contribution to the Co-op's IS Fund, as determined by the co-op's needs on a yearly basis.
2. Whattlekainum Board and Members will ensure that a portion of the annual surplus is allocated in the Draft budget and transferred to the IS Fund budget on a yearly basis.
3. A household who involuntarily loses income may make an application to the Co-op for approval, provided that:
  - a) The household presently pays maximum housing charges.
  - b) The co-op has allocated all rent supplements available under the Federal program (FCHI-2) if the household qualifies.
  - c) The loss of income means the household would now pay more than 30% of its current gross household income in housing charges.
4. Allocations from the IS Fund shall not be allocated for a period longer than three months. After the initial allocation, an income review must be conducted again before any additional allocation/approval to extend for an additional period of no longer than three months.
5. Households may apply to use this fund once every two (2) years. The board will approve the application at its discretion.
6. Households whose income fluctuates throughout the year can only access the IS Fund in the event of illness or other unplanned interruption in the ability of the household to work. Current Income will be based on the previous year's CRA Notice of Assessment.
7. Households with a previous steady income will be eligible based on current income only in the event of illness or other unplanned interruption in the household's ability to work.
8. Knowingly giving false information in an application for assistance from the IS Fund will be grounds for termination of membership.
9. Any housing charge payments made from the IS Fund on the household's behalf for which they were NOT eligible shall be repayable to the Co-op.
10. The Board will monitor the subsidy status reports monthly. Management Company will report to the board about the amount of funds available in the IS Fund.

Procedure:

1. Households applying to the IS Fund must submit a complete Request for Internal Subsidy Form to the Co-op's Management Company, provide the required proof of household income, and be subject to the same CMHC FCHI-2 Calculation Guide guidelines. Management Company (on behalf of the Co-op) may ask for further proof of income as required.
2. Management Company (On behalf of the Co-op) will:
  - a) Verify that applicants qualify for assistance.
  - b) Confirm that the household is not eligible for rent supplements from the federal program.
  - c) Calculate the amount required for the household and seek approval from the board.
  - d) Notifies the applicant of the assessed housing charge and
  - e) Administer the Internal Subsidy waiting list.
3. The co-op may stop providing housing charge assistance to a household for any or all of the following reasons:
  - a) An increase in income disqualifies the household
  - b) Willful falsification of the Request for IS Fund Form or proof of income
  - c) Failure to abide by the Internal Subsidy Policy.
  - d) The member is in violation of the Co-op's Rules and Occupancy Agreement
4. The household is responsible and required to inform the Management Company of any change in income while receiving IS Fund assistance.
5. Processing and allocating IS Funds is subject to the Co-op's privacy and ethical conduct conditions.

IS Fund waiting list:

1. When insufficient funds in the IS Fund and households paying full housing charges apply for assistance, the co-op will establish a subsidy waiting list of eligible members.
2. Households on the subsidy waiting list will receive assistance when it becomes available.
3. Assistance through the IS Fund waiting list will be based on need, meaning the member with the highest percentage of their income going to housing will be prioritized to receive assistance first.

RESOURCES NEEDED: CMHC FCHI-2 Rent Calculation Guide  
(Nov/2024 GM)

## **MEMBERSHIP**

In recognition of the fact that each unit is the home of a member, it is intended that all reasonable effort be made to allow members in good standing to continue to reside in their chosen home, for as long as they should desire.

(Oct/1994 GM)

At Whattlekainum while there are no one bedroom units, an existing one-member household may downsize to a two-bedroom unit.

(Oct/2023 GM)

### **1. UNIT ENTITLEMENT FOR RENTAL ASSISTANCE PROGRAM**

Unit Entitlement is followed using the National Occupancy Standard in the Federal Community Housing Initiative, Phase II (FCHI-2) Agreement. Refer to the Federal Community Housing Initiative II/CMCH ([cmhc-schl.gc.ca](http://cmhc-schl.gc.ca))

### **2. INTERNAL MOVES**

Any member wishing to apply for an internal move must do so in writing to the Membership Committee. Application for an internal move must be for one unit only. If more than one unit is desired, application for the extra unit(s) must be made on the external waiting list. Due to the extra co-ordination involved with internal moves only one internal move per month will be allowed, with the exception when a second unit is affected by the initial internal move.

(Mar/2013 GM)

Member must have been in the Co-op for a minimum of two years before applying for an internal move.

Member applying for an internal move on the basis of pregnancy, must provide documentation of the pregnancy.

Member applying for the internal move must be a member of Whattlekainum Housing Co-operative in "good standing", i.e.:

- a) no outstanding grievances against the member;
- b) not outstanding financial debt to the Co-op;
- c) can demonstrate active participation in the Co-op (see Participation Policy).
- d) Membership Committee must give consideration to the financial needs of the Co-op at the time that a vacancy becomes available.

(Oct/1985) GM

Member required to provide a \$500 deposit submitted upon acceptance of unit to be used:

- a) towards vacancy loss if member rescinds internal unit
- b) towards any painting, cleaning, carpet cleaning, fumigation costs

Any balance remaining will be refunded to member within 60 days of move in.

((Feb/2017 GM)

### **3. GUESTS**

Members may have visitors for up to one month without notifying the Board of Directors or being assessed a higher monthly housing charge. Members must inform the Board if a guest is staying longer than one month (in writing) at which time the Board may give permission for the

guest to stay in a member's unit for an additional length of time at the Board's discretion.  
(Oct/1989 BD)

#### **4. NON-PAYING RESIDENTS**

Any person apparently residing in a unit where the guest policy procedure is not adhered to will be considered a "de facto" resident after a period of one month and will be asked to submit income verification with 14 days of notice by the Board of Directors. Failure to provide this documentation within 14 days will result in the member's housing charge being assessed at maximum on the first day of the next month.  
(Oct/1989 BD)

#### **5. HOUSE SITTING**

Notice of house-sitting arrangements (permissible up to one month) must be given to the Board of Directors in writing. Contact information of the principal member while away and details of the house sitter (name, contact, etc.) must be provided to the Board of Director and Co-op's management service provider.  
(March/2013 GM)

The member is responsible for all housing charges accrued during the house-sitting arrangement.

The member will be responsible for any damage sustained to the unit. Any repairs required must be reported immediately to the Maintenance Committee.

The Board shall have the authority to terminate such a house-sitting arrangement should the house sitters prove unsatisfactory according to the rules and guidelines of the Co-op.

#### **6. SHARES TRANSFERRING**

A member's shares may be transferred to a partner or adult family member residing in the shareholder's unit in the event of death or a crisis situation (eg. divorce or separation) with written approval of the Directors. Granting of any approval shall be in the absolute discretion of the Directors.  
(Feb/2017 GM)

### **ASSOCIATE MEMBERSHIP**

Procedures for Associate Members:

An associate member is a member who has been approved for Membership and who has purchased a \$10.00 share in Whattlekainum Housing Co-Op and must be a full-time resident. Associate Member shall have full voting privileges and are required to actively participate in the co-op.

All members of a household who are full time residents and at least 19 years of age (including adult children of co-op members) who wish to apply for Associate Member status must complete an Associate Member application form and be interviewed by the Membership Committee. Unsuccessful candidates may apply; one year after their previous application.

An adult who joins a household after the original move-in may apply for Associate Membership as long as they have the status of full-time resident. Applicants must provide a written

agreement to such an application from the Principle Member of the household concerned

In order to become an associate member active participation is considered to be:

- a) to have attended at least 4 GM's within the previous 12 month period; and
- b) within the previous 12 months to have 6 months of active participation on a committee or odd job task.

The Associate Membership Application form can be obtained from the Membership Chairperson or from the office. The original application must be filed in the Member/Unit file.

**Principal and Associate Members:**

Principal and Associate Members no longer in residence will have their shares redeemed by Whattlekainum Housing Co-Op. Any outstanding housing charges and unit refurbishing costs will be deducted off the share purchase before a refund cheque can be made.

Former Principal and Associate Members no longer residing in Whattlekainum Co-op may apply only to the external waiting list. A standard membership application must be submitted to the Co-op. A past record of active participation in Whattlekainum will be carefully considered in the case of such applicants.

(Feb/2017 GM)

## ***PARTICIPATION***

1. Members and associate members are required to participate on a committee or any voluntary position that may be available for a minimum of two (2) to four (4) hours per month. The maximum period of continuous participation on any one committee or board shall be two years. Those who have served on a committee for two years may either:

- a) join another committee;
  - b) rejoin the same committee after a break period of one (1) year.
- (Oct/2023 GM)

2. Members and/or associate members of the same unit are required to attend a minimum of four (4) general membership meetings per year. In addition to the mandatory meeting, which include the Annual General Meeting in November and Budget Meeting in Spring. Sign in sheets will be used for verification of attendance. The member must stay for the duration of the meeting.

3. If a member is unable to attend the mandatory meetings, regrets must be submitted to a Board Member at least 24 hours in advance.

4. If a committee member misses three (3) consecutive committee meetings without sending regrets to the committee chair, that member will not be considered "active" on that committee.

5. Members and/or associate members are requested to attend the building meetings, and required to attend the building clean ups - or to do clean up duty within their block. Signup sheets will be used for verification.

6. Committee Chairs are responsible for recording their member committee participation and submitting that information to the Member Involvement Committee. Individual members are responsible for reporting all non-committee Participation to their building rep who will submit this information to Member Involvement. The Board of Directors is responsible for submitting to Member Involvement. All participation records should be submitted to Member Involvement on a monthly basis.

7. The Member Involvement Committee is responsible for maintaining accurate records of individuals' participation, based on the information submitted to them by the above parties. These records will be available upon request.

8. Failure to comply with the participation policy in a reasonable manner will result in the following steps:

- a) an invitation to member to attend a Member Involvement Evening
- b) failure to attend above or begin participating will result in a Member Involvement Committee inviting the member to their next meeting to give an explanation and try to solve the problem.
- c) The member will be ineligible for the following privileges
  - i. internal moves
  - ii. 2 - physical changes to the member's unit
  - iii. 3 - booking the community room for personal use.

## **DATA SECURITY**

### **Data Security Policies**

1. All CO-OP data will be backed up on a monthly and weekly basis on rotating 4 weekly media. The Media will be comprised of USB flash memory sticks stored in a fire-proof safe that is bolted to the floor or wall. (Requires 12 monthly USB sticks and 4 weekly USB stick).
2. All CO-OP data will be backed on a monthly basis to a cloud storage repository and encrypted to Industry standards.
3. The CO-OP will maintain a Public/Private key pair to use with any party to securely transfer data.
4. All Parties accessing and storing COOP data on devices not owned by the COOP will maintain the following security standards.
  1. The device will run an operating system that is able to have folder level permissions and encryption (some examples below)
    - i. Windows 10 Professional
    - ii. Any Linux like Operating System such as Free BSD, Debian, Ubuntu
    - iii. Apple OSX Yosemite 10.10 or higher
  2. The device will be locked with a password comprising a minimum of 6 characters will a complexity pattern comprising alpha numeric, upper and lower case and if possible special characters. (some examples below)  
*%4b5E\* 9jU!3r JUz\$21*
  3. Current commercial Antivirus and malware software with up to date definitions with a weekly full scan of the devices hard drive.
  4. The COOP data will not be accessed while on an unsecured public WiFi network unless the system is using a VPN tunnel running IPSEC or Open VPN encryption protocols.
  5. CO-OP data will not be transmitted to any party on any unencrypted protocol (FTP,TFTP HTTP or basic email).
5. If a device that has COOP data is comprised by Malware, Virus, Ransomware and or the user has been Phished the Data Security officer will be notified immediately.  
(June/2018 GM)

## **PETS**

### **Purpose of policy**

To regulate the number, type, and behavior of pets in our co-op, and to stress member responsibility for pets.

### **Pet Policy**

The term “owner” in this policy refers to an owner of a pet, or in the absence of the owner, the person in charge of the pet.

1. Members of the co-op and their families are allowed either 2 dogs, 2 cats, or one cat and one dog per unit. They may also have contained pets: fish, birds, gerbils, hamsters, rabbits, or guinea pigs. The board may permit other contained pets but may reasonably withhold permission. Contained pets must remain inside their tank or cage when outside the unit.
2. Guide dogs and other certified service animals will not be counted in the number of pets per unit in Point #1.
3. Members shall not own wild, exotic or unusual animals, except with the express written permission of the Board of Directors.
4. Animals or breeds defined as “vicious” by Burnaby City Bylaws are not allowed in the co-op. At the time of the policy update, current Burnaby Bylaw No 9609 defines a vicious dog as:
  - a) a dog that without provocation has bitten or caused injury to a human being or to a domestic animal, but does not include a dog that has bitten or injured a trespasser, and
  - b) a Staffordshire Bull Terrier, an American Pit Bull Terrier and any dog generally recognized as a pit bull or pit bull terrier and includes a dog of mixed breed with predominant pit bull or pit bull terrier characteristics.

Consult Burnaby Bylaws for the most current policy and exceptions.

5. If a pet has caused injury as in 4.a. the Board of Directors can demand that the pet be removed from the co-op property immediately and permanently.
6. If a member houses a vicious dog as described in 3 and 4.b and as per the City of Burnaby bylaws, the Board of Directors can, upon 14 days written notice, order the owner/member to remove the animal from the co-op premises permanently.
7. All dogs must be leashed while on co-op common property and the owner must be in control of the animal.
8. Members must **not** leave pet food outside their units.

9. All dogs must:

- Be licensed and wear identification tags outside,
- Be spayed or neutered,
- Be vaccinated,
- Not be left unattended for unreasonable periods of times within the members' personal outdoor area (within bounds of privacy fence line or balcony),
- Not be left outside at night after 10:00 pm or when their owner is not at home,
- Not disturb the quiet, peace, enjoyment or comfort of the surrounding neighbourhood, or of persons residing in the vicinity, by barking (City of Burnaby bylaw #10689).
- Not be allowed in children's playground area in C block.

10. All cats must:

- Be spayed or neutered, and
- Be vaccinated.

It is strongly suggested that cats be kept indoors for their own safety or be leashed when outside.

11. Owners must immediately pick up any animal excrement left by their pet, including sidewalks and boulevards along Forest Grove Drive, and dispose of the excrement in a sanitary manner.
12. The co-op's common green areas (lawn and play areas) and garden beds are not to be used as members' dog(s) regular toilet area. Members/pet owners are encouraged to use the many trails, parks, and dog parks to exercise their dogs.
13. Owners are responsible for any damage or mess (including excrement) caused by their pets on co-op property/grounds. In cases where owners do not act promptly, the Board of Directors may employ a maintenance crew to cleanup excrement or repair damage to members' units and/or common grounds, and charge back expenses incurred to the member/pet owner.
14. Owners of pets are strongly encouraged to carry adequate liability insurance in case of bites, property damage, etc. caused by their pet.

## Resources

<https://bylaws.burnaby.ca/>  
<https://bylaws.burnaby.ca/media/Consolidated/9609C.pdf> & CHF/BC policy template

(Mar/2019 GM)

## **PARKING**

### **LICENSE, INSURANCE, AND PARKING OF VEHICLES ON CO-OP PROPERTY**

#### OVERVIEW

Each unit has one (1) allocated parking stall. Lower units have carports for parking and upper units have one (1) numbered space. Any vehicle on Whattlekainum property must be licensed for driving and adequately insured for such. Electric bikes and motor bikes are permitted however these bikes may not take up a visitors parking stall. Motorized mini bikes and trail riders and similar unlicensed vehicles with the exception of disability scooters, are not allowed to be operated on Co-op property. The speed limit on Co-op property is 8 km/h (or 5 mph).

#### PARKING RULES

- a) Parking is permitted only in designated parking stalls and in carports. Each unit (family) shall park no more than two vehicles on Co-op property at any one time; this includes a unit's overnight guests. Campers, camping trailers, and utility trailers will be counted as one of the two vehicles.
- b) Carports are intended for parking, not storage. If the unit has a carport, one of the vehicles must park in the carport rather than a visitors spot.
- c) If there is only (1) one licensed driver in a unit only (1) one vehicle is permitted for that unit and must park in their allocated spot.
- d) With written permission from the Board, non-drivable and/or immobile vehicles are permitted up to a period of (90) ninety days and are counted as one of the two vehicles per unit and if there is adequate space. This is to accommodate member's time to dispose of the vehicle. For safety reasons these non-driveable and/or immobile vehicles may not be parked in carports. These vehicles will be towed off the property, at owner's expense, after a maximum of ninety (90) days with 14 days written notice by the Board of Directors.
- e) Dismantling and storage of a dismantled vehicle is not permitted.
- f) Due to emergency vehicle access, vehicles must not be parked in the fire lane. These vehicles may be towed at the owner's expense without further notice. Vehicles may not be parked on driveways except to load and unload (up to a half an hour).
- g) Any member who persists in noncompliance with the above rules may have their vehicle(s) removed at their own expense. Any such removal must be authorized by the Board of Directors of Whattlekainum Housing Co-op.

(March/2010 GM)

#### **CARPORT SPACES**

1. That open spaces within carports must not have any storage materials within 8 feet of the sidewalk carport entrance (4 foot for end units with very short carports] except handicap scooters, bicycles, motor bikes, and operational insured cars.

2. That long items may be hung neatly along the wall/ceiling of the carport. Ladders must be locked up for security reasons.
3. That any flammable, toxic, and dangerous material be stored according to labeled instructions in proper, approved containers in locked sheds or secured appropriately.
4. That no garbage be left overnight in any carports or common areas including near dumpsters.
5. That the Board of Directors has the authority [by 2/3 majority] to determine what is “unsightly or inappropriate storage” in common areas or carports.
6. That the above become part of the Co-op Policy.
7. That any decision made under section 5 may be appealed to the General Membership to be discussed at the next General Membership meeting.

(Sept/2010 GM)

### ***FINES***

1. The duly elected Board of Directors of Whattlekainum Housing Co-operative is authorized by the general membership to levy appropriate fines or fees to members who repeatedly refuse to comply with the written rules and/or bylaws of the Co-op. These fines will only result from a written complaint from a member detailing said situation and/or infraction, with substantiation of the infraction made by the Board. Oral complaints cannot be acted on in any official way.
2. That these fines and/or fees [not to exceed \$100] for any 1 infraction must be approved by a 2/3 majority of voting Board members. That the member who is levied this fee and/or fine will be given two (2) weeks [14 days] to resolve the infraction before the fines/fees are imposed and only after a letter requesting the clean up.
3. That all costs resulting from the action brought about by the infraction will be the responsibility of the member who is levied the fees and/or fines. This may include, but not limited to, all storage costs, towing fees, or clean up fees. Furthermore Whattlekainum Co-op will not assume any liability or risk involved in the course of remedying the aforementioned action.

(July/2010 GM)

## **COMMON AREAS**

### **COMMON GROUNDS**

Purpose of the Policy:

To manage and maintain co-op common and exclusive use grounds to:

- Ensure the health, safety and comfort of members
- Protect and extend the life of the grounds and landscape materials, tools, and
- Ensure protection and maintenance of the protected and designated treed and forested areas, and
- Designate increased shared community gardening areas, and
- Promote sustainability and the ability to “go green” and
- Maintain basic care in exclusive member areas, and
- Identify committee vs. member responsibility, and
- Enhance the co-op livability and marketability.

**Policy:**

### **Grounds Committee responsibilities**

Common grounds: (see definitions)

1. Walkways, common entrances, passages, and emergency vehicle access areas shall be kept clean of all hazards.
2. Grounds committee shall not allow or create any blockage to emergency access of the common area between the rear buildings and the forested area.
3. Wherever possible, common grounds should include 6 feet of clear space for emergency access.
4. Nothing left or placed on the common grounds shall create damage to growth or structures.
5. Committee and members will follow municipal/provincial guidelines for use and non use of common areas, including non use of designated forested area.
6. No person shall, at free will, alter common areas by any method, including with the growth, maintenance, removal, or addition of any vegetation, trees, or structures.  
See Exceptions noted #1 in procedures.
7. No person shall, at free will, alter the designated treed and forested areas by any method, including with the growth, maintenance, removal, or addition of any vegetation, trees, or structures.  
See Exceptions #1 noted in procedures.
8. All plantings in community planting boxes should be accessible for all members as available.
9. Accept written proposals for acceptable planting changes and designations.
10. Accept written proposals for common area planting designs and structure designs.
11. Help and advise in grounds planting and designing when required.
12. Provide, maintain, keep inventory of, and keep an up to date sign out sheet for loaning of tools for grounds maintenance.

13. Plan a minimum of twice yearly grounds improvement, clean up dates.
14. Increase as able, native plants into designated planting areas.
15. Members must obey municipal regulations regarding plantings, tree removal, use of chemicals, etc.
16. Plan schedules for members to assist in common gardens, plant care, and grass maintenance and watering.
17. Seek proposals and estimates, and communicate with the hired landscape, and dangerous tree removal companies.
18. Strive to maintain noise and privacy with vegetation.
19. Communicate with the co-op maintenance coordinator as needed.
20. Plan committee meetings. Keep meeting records and notes. Provide reports for board and general membership meetings.
21. Purchase materials as needed and as required per the budget.
22. Plan yearly committee budget.
23. In Exclusive areas: (see definitions)
  - a. Accept written proposals for acceptable planting additions or changes and designations.
  - b. Help with planting and designing when requested.
  - c.

### **Member Responsibilities**

1. Walkways, common entrances, passages, emergency access areas shall be kept clean of all hazards.
2. No person shall create any blockage to emergency access of the common area between the rear buildings and the forested area.
3. Wherever possible, common grounds should include 6 feet of clear space for emergency access.
4. Nothing left or placed on the common grounds shall create damage to growth or structures.
5. No person shall, at free will, alter common areas by any method, including with the growth, maintenance, removal, or addition of any vegetation, trees, or structures.  
See Exceptions #1 noted in procedures.
6. No person shall, at free will, alter the designated treed and forested areas by any method, including with the growth, maintenance, removal, or addition of any vegetation, trees, or structures.  
See Exceptions #1 noted in procedures.
7. Submit to the grounds committee any proposals for common area planting designs and structure designs.
8. Submit to the grounds committee, proposals for acceptable plant types, plant changes and designations.
9. Members may not use landscape chemicals without written committee permission.
10. Members must obey municipal/provincial regulations regarding plantings, tree removal, use of chemicals, etc.
11. Attend planned co-op grounds clean ups.
12. Follow the watering and any maintenance schedule for member's address.

13. Members are responsible for damages to grounds or buildings caused by family or guests in common grounds area.
14. Member exclusive areas: (see definitions)
  - a. Submit to grounds committee, any proposals to alter exclusive outdoor areas beyond general planting of non damaging vegetation and/or installing patio pavers or ground cover. All changes will be done at the members expense.
  - b. No plants in ground with stems greater than 4" in diameter.
  - c. No plants or structures within the exclusive area that touch the main building are allowed to reach higher than the privacy fence.
  - d. Members should adhere to good neighbour practice for any plantings and structures that interfere with their neighbours enjoyment of exclusive areas, including but not limited to structures or plants that interfere with excessive height and width that may be natural light blocking, wildlife encouraging, pest encouraging, or restrict member safety.
  - e. No building damaging type plants in exclusive area.
  - f. Adhere to keep gardens inside exclusive area.
  - g. Members may not use landscape chemicals, and must adhere to the City of Burnaby Guidelines.
  - h. Members are responsible for damages to grounds or building caused by family or guests in exclusive area.

Committee Procedures:

**Grounds Committee is responsible for the following:**

- Keep an up-to-date inventory list of tools
- Keep up to date instructions in safe and proper use of co-op tools
- Provide, maintain, and organize storage areas for tools and materials
- Schedule inventory of, maintenance to, and loaning out of tools and materials
- Maintain tool and material loan sign out sheet
- Schedule cleanup days
- Provide a list of tasks on cleanup days
- Keep an updated plan and maintenance schedule for Grounds common area
- Seek inspections of potential dangerous trees by the city followed by a schedule for removal or maintenance by an arborist once yearly.
- Instructions for, and storage and disposal of garden refuse
- Making available up to date criteria for the care and upkeep of common areas and private areas
- Making available up to date criteria for approving and/or denying a member's request for common areas planting and changes
- Making available up to date criteria for approving and/or denying a member's request for planting and changes to exclusive area
- Making available up to date criteria for approving and/or denying a member's request for the use of landscape chemicals based on member safety and municipal laws.

- Making available up to date criteria and plans for acceptable plants for shared community garden plots
- Making available up to date criteria and plans for structures to house shared community garden plots.
- Keep members informed of upcoming availability of common ground edible planting boxes. Criteria based on budget available, acceptable area to establish structures for planting in, member interest, written request proposal, and if needed - a fair waiting list.
- Making available up to date criteria and plan for sharing garden plots
- Making available up to date criteria for emergency vehicle access to rear common area designation / marking.

## **Committee and Member Information**

### **Exceptions noted in policy:**

1. Vegetation and Trees
  - a. While most areas of common grounds and gardens in each building have cohesive acceptable plants and plans, there are plants that are poisonous or invasive or create damages. Plants that are poisonous or invasive are not permitted to be planted, and are encouraged to be removed when it is safe to do so.
  - b. It is recommended that before removing or planting any vegetation, adding or removing any structure, that members please check with the grounds committee.
  - c. If trees have been removed for acceptable reasons, they must be replaced with non-invasive and indigenous trees. Please check with the grounds committee for any recommendations they may have previously planned.
2. Edible Gardens
  - a. The intention of the shared community gardens is to create sustainable working edible gardens throughout the co-op common grounds.
  - b. The site of each garden bed must have been designated by the Grounds committee, where space permits, such that each site meets the following criteria:
  - c. The site provides enough space for emergency access.
    - i. The tree line approaches no nearer than 2 feet from site.
    - ii. The gardens are kept in raised garden beds.
  - d. It is strongly recommended to use organic, non-treated, non-GMO/GEO seeds.

### **Definitions:**

#### **Exclusive areas:**

1. Lower Units,
  - a. From the patio door to the outermost end of the privacy fences
  - b. The carport area, immediately in front of the member's unit
2. Upper Units,
  - a. all upper patio areas outside the member's unit
  - b. Assigned numbered parking stall in front of the member's unit.

**Common areas:**

1. All flower or grassed gardens in front of units.
2. All grassed area outside the back of the lower units exclusive areas
3. All planted and grassed areas on the sides of the buildings.

**Treed and forested area;**

1. This is the forested area at the back of the buildings and the forested area above the parking stalls and bordering Forest Grove Dr and Maple Grove Crescent.
  - a. While this is common area, it is restricted from any use, other than maintenance of dangerous trees and removal of non native and invasive growth.
  - b. No member planting, install of structures, or general use is permitted.
  - c. If trees have been removed for acceptable reasons, they can be replaced with the approval of the grounds committee by non-invasive and indigenous trees.

**Common area emergency access.**

1. Access is required for emergencies in all common areas, front and back.
2. If a community garden raised bed is installed, it must leave room for emergency access.

(May/2015 GM)

## **COMMUNITY ROOM**

### **1. BASIC RULES FOR USE OF COMMUNITY ROOM**

The clean-up rules posted above the sink shall be completed at the end of each private function, committee, employee, or trades use.

No smoking is permitted in the common room and adjoining rooms in accordance with the BC Tobacco Control Act in British Columbia. There is a province-wide ban on smoking in public places, including common areas of apartment buildings, condominiums and dormitories, etc. and within 3 metres (buffer zones) of public entranceways to apartment buildings, open windows and air intakes.

All functions must be finished by 12:00 midnight and all people must be out of the room by 1:00 a.m.

The renter must advise guests to park vehicles on Forest Grove Drive and not in the parking lots.

The renting party may use such equipment/supplies as the fridge, stove, tables, chairs, coffee urn, pots, utensils, mops, brooms soap and dishes. Co-op's supplies, such as coffee, sugar, cream and styrofoam cups, may not be used. Renters must bring their own coffee: tea; sugar; disposable cups, paper towels, toilet paper, etc.

NOTE: Rental fees will help to defer the costs of heat, light, and cleaning supplies

NOTE: No common room key holder will loan or give keys to any person not designated to use room or use equipment.

### **2. OFFICIAL WHATTLEKAINUM FUNCTIONS**

There shall be no charge for Co-op related functions which are organized by the Board of Directors or by any of the Committees of Whattlekainum.

#### **RENTAL USE FOR MEMBERS**

Members of Whattlekainum Housing Co-operative may rent the community room for private use for a fee and in accordance with room rental procedures and use. Members renting the room must be present at all times during rental use.

### **3. PROCEDURES**

The Community Room shall be booked well in advance, preferably two weeks ahead, through the contact person.

A damage deposit must be paid by cheque before user will be given the keys to Community Room.

Inspection of the room will take place before and after the function. Cancellations must be made at least 24 hours in advance.

a) Keys must be returned immediately after function end.

- b) Payment for rental hours include time for setup and cleanup.
- c) Payment must be made by cheque immediately following function.
- d) Failure to return keys, non cleanup, non payment, unauthorized parking by guests during function, or neighbor disturbance, using co-op supplies, may result in non return of your deposit.
- e) If the room is found unlocked or items or furniture is missing after your event this will result in loss of deposit. Additional charges may apply if damages exceed deposit.

#### **4. COMMUNITY ROOM RENTAL AGREEMENT**

##### Preamble

As the community room of Whattlekainum Co-op is adjacent to a member's unit and within close range of the bedrooms of other units in both C and D buildings, anyone considering renting the room should be advised that the room is not ideally suited to late/loud parties, particularly when liquor is involved and a larger crowd is expected.

The following rules agreed upon by the members of Whattlekainum Housing Cooperative govern the use of the Community Room for any private function:

- a) The clean-up rules posted above the sink shall be completed at the end of each function. The check list provided with this agreement must be completed and returned with the key.
- b) No smoking is permitted in the common room and adjoining rooms in accordance with the BC Tobacco Control Act in British Columbia. Furnishings may not be removed from the room.
- c) Renters should advise guests to park vehicles on Forest Grove Drive and not in the parking lots.
- d) Persons renting the room must be a co-op principal or associate member and must be present for the entire rental period.
- e) All functions must be finished by 12:00 midnight and all people out of the room by 1:00 a.m. (Clean-up should be completed during this hour).
- f) All music must be turned off at 11:00 p.m. In addition, a courtesy time of 10:00 p.m. should be observed and the music volume reduced at this time.
- g) All guests must remain in the room for the duration of the event, unless otherwise specified on the contract. Note: smoking must take place outside; however, guests should return to the room rather than visit outside where their voices carry.
- h) The Renter is responsible for proper supervision of guests, for clean-up and for damage.
- i) The damage/cleaning deposit will be retained in whole or in part to cover any unusual spills. Should this be deemed necessary an opinion of three (3) people will be used in

consultation with the Renter.

## **5. DAMAGE/CLEANING DEPOSITS**

- a) For family style events not involving liquor, members of Whattlekainum Housing Cooperative must pay a \$50.00 damage/cleaning deposit (by cheque) before the key to the room is provided.

*OR*

- b) For any event involving liquor, members of Whattlekainum Housing Cooperative must pay a \$150.00 damage/cleaning deposit (by cheque) and present a liquor license before the key to the room is provided. Private non selling of liquor does not require a license.

Note: Cheque must be made payable to: Whattlekainum Housing Cooperative.

### In Addition

A rental fee of \$20.00 for the first 4 hour block (or any portion thereof) with \$2.00 per every hour after that, will be collected for family type functions upon return of the key. (This amount may be paid by cheque.)

The damage/cleaning deposit will be returned to the renter following inspection of the Community Room and surrounding outside areas to ensure that all rules have been complied with.

If the room is found to be open/unlocked after use, the deposit will be FORFEITED.

## **6. COMMUNITY ROOM RENTAL GUIDELINES**

Any events held in the Community Room or in common areas (other than Co-op sponsored events) which last longer than one day or are on a recurring basis must be approved by the Board.

There shall be no soliciting of participation of Co-op members (other than for Co-op sponsored events) for activities held by people renting the Community Room or for activities held in common areas.

## **7. COMMUNITY ROOM PARKING GUIDELINES: FIRE LANES**

Parking in Fire Lanes endangers all residents of the co-op and their guests, therefore if any car belonging to the renter of the community room, or to a family member, or to a guest of the renter is parked in a fire lane during the rental of the community room the renter will forfeit the deposit paid at the time of rental of the community room and may, at the discretion of the Board of Directors, be prohibited from renting the common room at any date after this infraction.

(Mar/2016 GM)

## COMMUNITY ROOM RENTAL CLEAN-UP CHECK LIST

Please run through this list and check each item. Return the completed list with the key.

a) Kitchen Area

- All dishes and serving pieces must be washed, dried, and returned to the cupboards.
- Oven must be off.
- Coffee maker must be turned off.
- All leftover food, coffee, cream, etc, must be removed from the fridge.

b) Bathroom Areas

- Toilets must be flushed.
- Waste Baskets must be emptied.
- Water taps must be turned off (no dripping water).
- All lights must be turned off.

c) Furniture

- Tables must be taken down and returned to the dolly.
- Folding chairs must be folded and returned to the dollies.
- Keep furniture away from the heaters

d) General Clean-up

- Floor must be swept and damp mopped with supplied mop and vinegar.
- Sink area must be wiped dry and towels hung to air dry.
- All litter that might have strayed outside must be picked up, i.e.: styrofoam cups, popped balloons, crepe paper, food scraps, etc.
- Garbage containers must be emptied by taking it to "C: building's dumpster. Fresh plastic bags must be placed in both garbage cans. Heat must be turned to 15C°
- The ventilation windows on the corner windows must be all locked.
- All lights must be turned off. Inside light at the door may be left on.
- Fire escape door must be pulled tight so that it clicks into place and is locked. All doors must be locked by both deadbolt and knob lock.

## **GRIEVANCE**

### **1. GRIEVANCE PROCEDURE**

Before submitting a grievance, the members involved are urged to make every effort to settle their differences in a co-operative manner.

All complaints must be made in writing, signed and sealed. All grievances shall be directed to the Board member responsible for grievances. Matters concerning the safety or liability of the co-op or of people living in the Co-op shall be reported to the entire Board by the Board Grievance person. Written records will be kept at all stages of the grievance procedure.

A three-person grievance committee will be set up to deal with the dispute within one week. This committee will consist of an ad hoc committee of impartial Co-op members at large if warranted.

**RECOMMENDATION:** this committee be one Board member, two general members, one male and one female.  
(OCT/1996)

**STEP 1** Within seven days of the time the committee is struck, one member of the committee will meet informally with the parties involved and attempt to act as a mediator to work out a solution acceptable to all parties.

**STEP 2** If step 1 is unsuccessful, all parties concerned will meet with the committee as a whole within seven days. The committee will act as a mediator and try to work out a solution acceptable to all parties involved. In the event that the parties are unable to resolve their dispute by mediation, the grievance committee will negotiate a settlement. Written notice of the decisions reached at the meeting will be given to all parties concerned.

**STEP 3** Members failing to comply with the decisions reached at the above meeting will receive written warning from the grievance committee. Two weeks will be allowed to facilitate compliance. If the members do not comply within this time, the Board will be asked to take appropriate action. Under extraordinary circumstances, i.e., danger to residents or to co-op property, the Board will be asked to proceed immediately.  
(June/1987 GM)

### **2. APPEAL**

Members may appeal any decision of the committee to the Board and then if they wish, to the General Membership.

### **3. CONFIDENTIALITY**

The Board Grievance person will be informed of the general progression of the grievance as each step is completed. Confidentiality of the report will be respected.  
(Feb/2017 GM)

## **MAINTENANCE**

### **1. MAINTENANCE RESPONSIBILITIES**

#### Individual Member's Responsibility:

- cleaning of windows interior and exterior, Co-op may provide a ladder for exterior windows at members' written request;
- replacement of light bulbs;
- repair of damage caused by member, member's family, visitors, and pets; protection of common areas from vandalism;
- redecoration; installation and removal of window coverings and hardware
- de-winterize water system, i.e. turn-off shut-off valve inside your unit an open outside water tap to drain water and avoid freezing of pipes;
- active participation in volunteer maintenance teams to maintain common property, grounds and landscaping.

#### Co-op Responsibility:

- interior: water heater, fridge, stove, electrical, and plumbing repairs;
- exterior of buildings - painting, staining, roofing, repairs, etc.; grounds - common areas, playgrounds, parking areas, sidewalks; garbage collection; recycling
- window replacements;
- common facilities: common room and electrical rooms.
- vermin control in conjunction with member's reasonable and fair cooperation.

### **2. IMPROVEMENTS**

An improvement is any change in a unit other than routine upkeep and maintenance that serves to increase the value of the unit.

Any change which serves merely to reflect the personal tastes and preference of the member or which is a part of a routine maintenance (doing whatever is necessary to keep the unit in a livable, and undamaged condition), and which does not increase the value of the unit is not an improvement.

#### Changes requiring prior approval:

- a) structural changes or additions (except as noted in Section below on non-permissible changes) to the unit (exterior or interior) e.g. alterations to cathedral entrance;
- b) permanent installation (anything that is bolted or nailed down) of materials or fixtures in the unit;
- c) changes that cannot be reversed without expense to the Co-op and/or damage to the unit;
- d) changes for which a permit is required;
- e) any exterior changes that alter the aesthetics and/or the structure of the building e.g. fences, clotheslines, television dishes, balcony covers, enclosing garage door or storage shed (see plans at end of the Maintenance Section).

(Oct2012/ GM)

Changes that can be made without prior approval:

- a) paint;
- b) wallpaper;
- c) shelves in storage closets;
- d) routine maintenance and upkeep;
- e) personal decorating preferences, e.g. curtains.

Non-permissible changes:

- a) physical changes to any wall in the unit (except for paint or wallpaper);
- b) removing part or all of any wall;
- c) cutting through floors or ceilings.

Permits

Certain changes in a unit require permits and the use of qualified tradespersons. Permission to make such changes will not be given until the member provides proof to the Maintenance Committee that all necessary permits have been obtained and also indicates who will be doing the installation and the estimated cost of installing it.

Changes that require a permit:

- a) electrical wiring installation;
  - b) plumbing changes and installations, including installation of dishwasher.
- (Mar/2013 GM)

Inspections

All authorized improvements must be inspected and approved by the Maintenance Committee upon completion (and during construction if deemed necessary).

Non-authorized Changes

Failure to obtain prior approval for any changes that require such approval will result in one or more of the following:

- a) the member may be required to restore the unit to its original condition immediately or upon leaving the Co-op; and/or
  - b) the Co-op may do any necessary repairs and bill the member accordingly.
- (June/1983 BD)

Reimbursements

There will be no reimbursements for improvements made by members to their units. Members will be individually responsible for the cost of any improvements they have made or will subsequently make.

(Feb/1985 GM)

**3. ANNUAL UNIT INSPECTIONS**

There will be an annual routine inspection of structure, appliances, systems, etc. to give

opportunity for discussion and/or explanation regarding maintenance issues. Essentially, the purpose of an annual inspection is to check areas that most members do not normally notice. (July/1983 BD)

Delete Painting and Wallpapering and move to Painting Policy  
(Feb/2017 GM)

#### **4. ELECTRICAL**

- check the electrical breaker switch box for your unit, notify all family members of location and use, be sure the name and location of each circuit is on the label in the space provided;
- make sure everyone in the family knows where the circuit breaker box is located (downstairs in the storage room) and all switches are labeled as to which switches work which electrical items. Circuit breakers may pop off only half way, cutting the power but looking like they are still on. Flip them completely off then on again;
- do not change any of the wiring in your unit without approval from the Maintenance Committee. Such approval will require installation by professional licensed trades people as well as the appropriate municipal permits. Electrical changes without permission will jeopardize the insurance of the Co-op and will place you in violation of your lease agreement;
- report repeated shocks from appliances or plumbing immediately;
- report electrical failure as soon as possible so as to prevent any damage to your unit. Turn off the appropriate circuit breakers to cut the power;
- 60 watt bulbs maximum in bathroom sockets;
- under no conditions should a member make changes to electrical and plumbing systems without the written permission of the Maintenance Committee. Such changes will in fact jeopardize the insurance of the Co-op.

(July/1983 BD)

#### **5. GARBAGE**

Garbage must be disposed of in tied plastic bags. (No large items to be placed in garbage containers).

#### **6. PRIVATE OUTDOOR SPACE**

Private outdoor areas (including the carports) must be maintained to at least the standards of the local community. (Unsightly grounds annoy neighbours and fellow members both.)

(July/1983 BD)

#### **7. MAINTENANCE PETTY CASH**

A maximum of \$500.00 petty cash be maintained by the Maintenance Committee.  
(Sept/1983 BD)

## **8. BACKYARD FENCING**

Members wanting to fence their backyards must do so according to a standard design developed by the Maintenance Committee (see plans at the end of the Maintenance Section). (Dec/1983 GM)

THAT members that enclose their backyards will be responsible for the maintenance and keeping tidy of the enclosed area. (Jan/1984 GM)

## **9. PESTICIDES**

THAT the Board adopt the Burnaby By-law re: Pesticides that states:

"under the provisions of the Burnaby Pesticide Notification By-law, which took effect July 1990, anyone applying a pesticide in a multiple family dwelling (with three or more dwelling units) or on public land must post a clearly visible written notice 72 hours before the spraying and leave it up for another 72 hours."

The intent is to provide notice, so you can be somewhere else when there is spraying. It also means those opposed to the spraying have time to appeal.

The law applies to such things as garden pesticides and herbicides (weed killers), and also to actions like indoor spraying for fleas or other insect infestations.

The only time the new by-law does not apply is "when the Medical Health Officer decides the interests of public health will be better served by a shorter notice period," or when an emergency exists.

The by-law specifies the notice sign must be at least 28 cm by 43 cm, with red printing, and must give the pesticide's trade name, the application date and the applicator's name and phone number. (Aug/1990 BD)

## **10. ATTICS - STORAGE**

THAT the attics of Units 1- 103 not be used for storage at any time and that they be included in unit inspections. (06/19/90 GM)

## **11. PAINTING POLICY**

### **a) Move-In and After Move-in Painting & Wallpapering**

- Walls  
Members will have their unit professional painted with the co-op standard colour(s) upon move in. After move-in individuals may paint their own unit with colour paint, but only on surfaces already painted. Members may wallpaper their unit, but it must be removed upon move out (see procedures).
- Baseboards  
Baseboards in units with laminate flooring are to remain in the standard co-op colour.

- Kitchen Cabinets  
Thermofoil kitchen cabinets are not to be painted by members.
- Ceilings  
Textured ceilings are not to be painted by members.

#### **b) Move-out or Internal Move Painting and Drywall Repairs Policy**

The cost of painting and drywall repairs to the unit will be paid by the vacating member and/or the co-op under the following formula:

##### **Painting:**

- **Co-op standard colour(s)**  
For walls that have remained in the co-op standard colour(s):
  - In 1st year of occupancy member responsible for 100% since last painting of unit
  - In 2nd year of occupancy member responsible for 75% since last painting of unit
  - In 3rd year of occupancy member responsible for 50% since last painting of unit
  - In 4th year of occupancy member responsible for 25% since last painting of unit
  - In 5th or subsequent years of occupancy the Co-op is responsible for 100% since last painting of unit
- **Non co-op standard colour(s)**
  - Member will be responsible for costs related to professional tradespersons painting two or more coats of paint to bring the unit back to co-op standard colour(s).

##### **Drywall repairs:**

- **Structural causes & fair wear and tear:** Co-op is responsible for 100%
- **Member related:** member will be charged accordingly after assessment by the maintenance coordinator and one additional member.

#### **c) Five Year Paint**

Members are entitled to receive paint for their unit every five years from the last time the unit was painted.

### **PAINTING PROCEDURES**

#### **a) Move-In and After Move-in Painting & Wallpapering**

- Walls  
After move-in individuals may paint their own unit with colour paint, but only on surfaces already painted. If members choose to wallpaper their unit, only dry strippable wallpaper preceded by wall sealant may be used. All wallpaper must

be removed and the wall(s) restored to original condition before move-out or the member will incur the cost of the co-op hiring a tradesperson to remove it professionally.

- **Baseboards**  
If a member paints the baseboards with a non co-op standard colour, or if a member paints their walls and paint transfers onto the baseboards, the member will incur the costs associated with the co-op hiring a tradesperson to return the baseboards to the co-op standard colour upon move out.
- **Kitchen Cabinets**  
If a member paints the thermofoil kitchen cabinets, the member will be responsible for the replacement of cabinets upon move out.
- **Ceilings**  
If a member paints his/her unit's textured ceiling, or if paint transfers onto the ceiling while a member paints their walls, the member will incur costs associated with the co-op hiring a professional tradesperson to re-paint the ceiling upon move out.

#### **b) Move-out Painting and Drywall Repairs**

##### **Painting:**

##### **Non co-op standard colour(s)**

- If a member has painted the unit in their own personal colour(s), it will require at least two or more coats of paint to cover in order to bring it back to the co-op standard colour(s) unless a professional trades painter recommends otherwise. The cost of any additional coats of paint required to bring the unit back to the co-op standard colour(s) will be 100% costed back to the vacating member.
- For any unit with persons who create undue residue damage (smoke, etc.) to painted surfaces, the member will incur the costs associated with the additional charges of cleaning and painting the surfaces.

##### **Drywall repairs:**

- Member related - member will be charged accordingly after assessment by the maintenance coordinator and one additional member.
- Fair wear and tear: corner chips; base of carpet, flooring chips; picture hanging, shelf hanging, and curtain rod holes.

#### **c) Five Year Paint**

After five years from when the unit was last painted, and upon written request to the Maintenance Coordinator, the member will be:

- provided with co-standard paint and materials,  
**or**
- reimbursed for paint and materials (amount pre-approved by the co-op Maintenance Coordinator).

The member will provide the labour.  
(Feb/2016 GM)

## 12. WEAR AND TEAR

The following list of deficiencies and problems are put forward as being considered fair wear and tear. These items were included on the list taking into account the fact that:

- a) our Co-op is now 6+ years old;
- b) that some work done by the contractor and sub-trades was not the best;
- c) that growing children live in this co-op;
- d) that our units are small and that we spend a lot of time in the main living areas;
- e) that we all enter our homes directly from a carport or parking area on to a carpeted areas without the benefit of a back door or basement to take care of wet or muddy situations;
- f) that we all need to feel free to report faulty, dangerous or unsightly conditions without the fear of being charged for something we can not afford.

To balance this fair wear and tear policy, we must all be aware of the complete cleaning and/or painting, minor repairs and replacement of broken fixtures that remain the member's responsibility on move-out.

The following are to be considered Fair Wear and Tear:

### Entrance/Carport

- dark stains on concrete (surface oil to be removed);
- loose door knobs and lock mechanism;
- chipped or deteriorating weather stripping or tin strip on front door.

### Walls/Ceilings

- nail pops;
- smoke stains and general discoloration of ceilings;
- chips in the plaster that covers the metal strips at all corners and right angles;
- small holes or gaps in the gyproc wall where it meets the carpet;
- scraped gyproc (in most cases this is repairable before painting).

### Windows/Doors/Screens

- worn plastic locks on windows;
- warped screens or missing "clips";
- worn wheels on patio screen doors;

- broken plastic handle on screen door;
- minor tears at the edge of screen door that have not been caused by a cat or a dog scratching;
- poorly fitting doors.

#### Closets/Laundry Area with Bi-fold Doors

- loose door knobs and door knobs that have cut through the surface of the bi-folds;
- bi-fold doors that have become worn and "off-track" due to use;
- loose shelf brackets;
- warped shelves.

#### Cabinets/Counter Tops

- cupboard hinges that are loose;
- fingernail wear marks on the center posts of cupboard doors;
- bubbled surface of shelf or base of cupboard due to moisture;
- missing cork bumpers;
- worn or broken glides on drawers;
- holes left on the inside of cupboard doors from the safety hinges or closures that were installed to protect children;
- shallow fine knife cuts on counter tops. (This should be avoided where at all possible);
- minor discoloration and food stains on counter tops;
- chips in the overhanging edge of the counter tops;
- loose or unglued edge on the backsplash or other "lifting" due to water damage.

#### Flooring (Lino and Carpet)

- discoloration of carpet due to sunlight;
- worn traffic area;
- very minor and "hard to notice" burn, bleach or grease marks on the carpet;
- discoloration of lino;
- dents, bubbles or worn areas in lino;
- small tears in lino due to heavy fridge, washer or dryer being moved;
- lino seams lifting or separating.

#### Bathroom Fixtures

- discoloration silicone caulking at base of tub, toilet or around sink;
- cracked tiles near tub faucet;
- loose toilet paper holder;
- slight rust on frame or mirrors in medicine cabinet;

- nicks in the enamel of tub, toilet or sink;
- heat damage to bathroom light.

### Plumbing

- dripping faucets and leaking handles due to worn packing nuts, faulty O-rings, packing or stems;
- flush tank problems with the inlet valves, stopper ball, etc.;
- broken flush handles;
- sink and tub stoppers that no longer function due to broken control linkage and/or levers;
- shower head problems.

### Fridge/Stove

- chips or nicks on edge of fridge or stove;
- weak or broken shelf guards on door of fridge;
- cracked veggie/fruit drawers, butter dish, light bulb cover, etc.;
- butter/cheese compartment door that has broken off or lost its spring;
- loose oven door handle;
- any electrical problem.

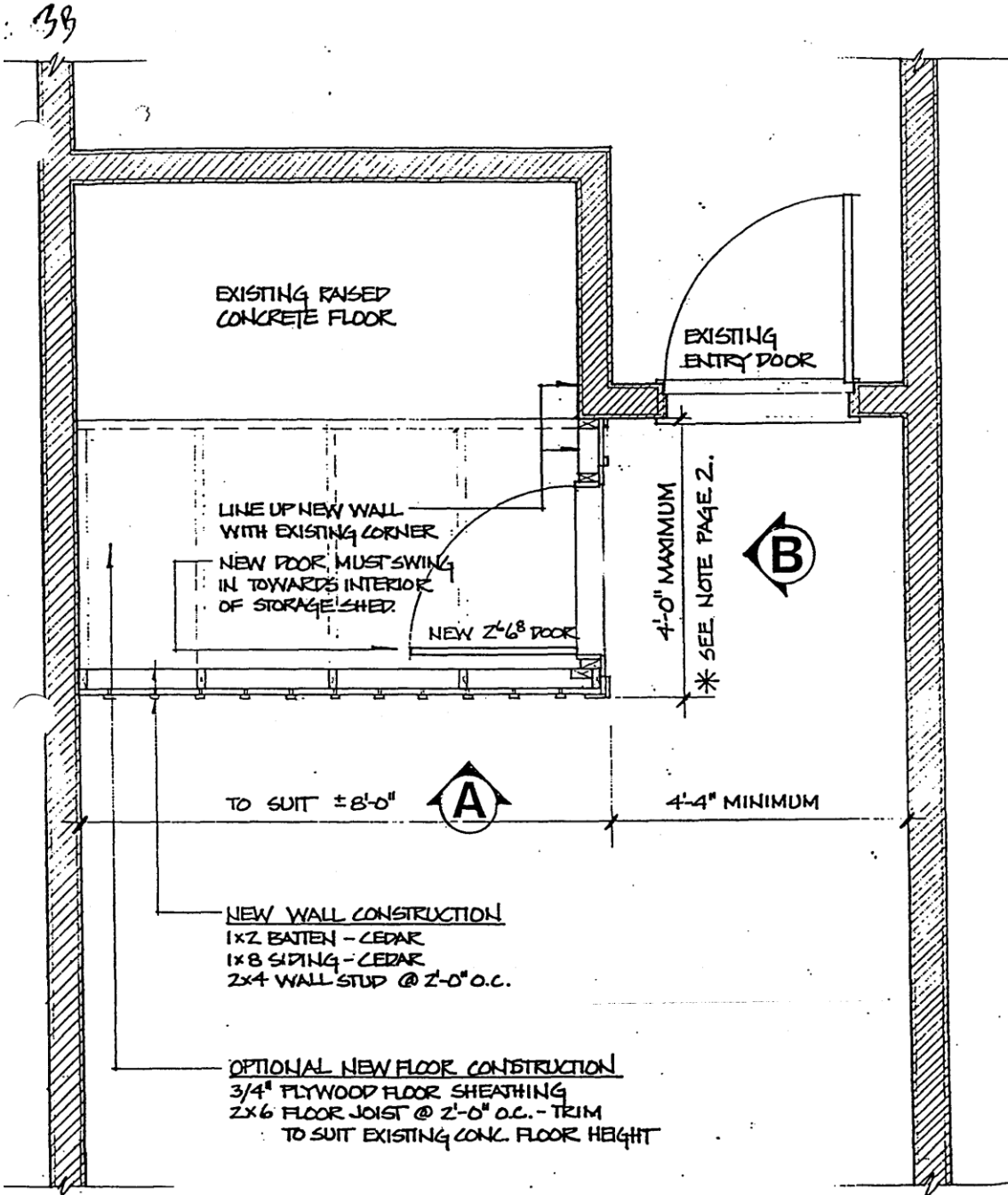
### Electrical

- any electrical problem with the stove including incorrect oven temperature; any problem with bathroom fan/heat lamp except burnt out heat lamp;
- faulty light switches or outlets;
- problems with the smoke alarm. Test it first according to instructions;
- problems with the thermostat or heaters;
- loose baseboard heaters;
- non-functioning door bells;
- ANY problem with the fuse box;
- any problem with the fridge, i.e. noisy, motor, dripping water, etc.;
- any problem with the fan over the stove i.e. noisy motor, both speeds not working etc.

Members have a responsibility to report any electrical or plumbing problems as soon as they are evident. These should not wait for a move-out to be corrected.

(Jan/1990 GM)

Submitted by the Maintenance Committee

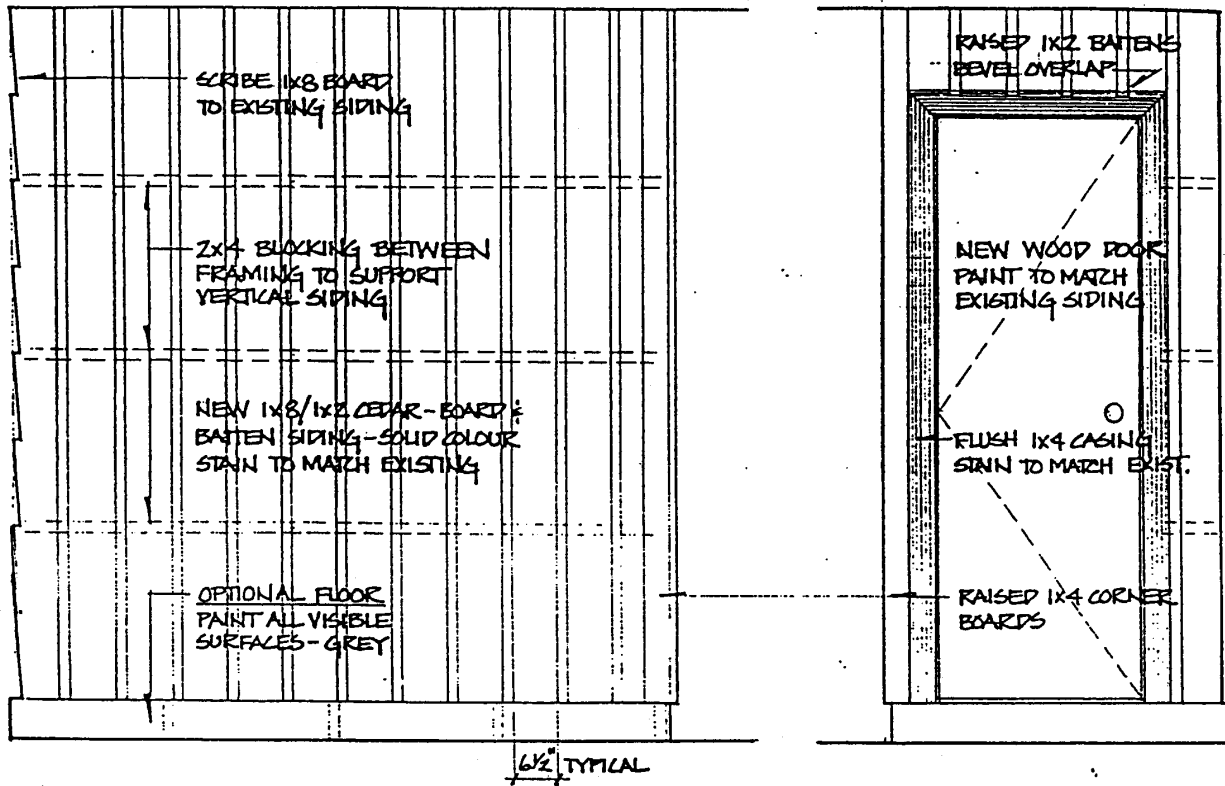


APPROVED RENOVATION - 1  
**STORAGE SHED**

PAGE 1  
OF 2

THIS DRAWING & NOTES SERVE AS GUIDELINES ONLY. IT IS THE RESPONSIBILITY OF EACH USER TO ENSURE COMPLIANCE WITH ALL NATIONAL & MUNICIPAL BUILDING CODES

**Storage Shed Approved Renovation 1**



**A** FRONT ELEVATION

**B** SIDE ELEVATION

\* NOTE: BECAUSE OF THEIR REDUCED CARPORT LENGTH UNITS AT THE ENDS OF CO-OP BUILDINGS MUST CONSTRUCT STORAGE SHED SO WALL (A) IS FLUSH OR IN LINE WITH EXISTING ENTRY DOOR WALL. PROVIDE DOOR IN THIS WALL - STAIN TO MATCH EXISTING SIDING.

APPROVED RENOVATION - I

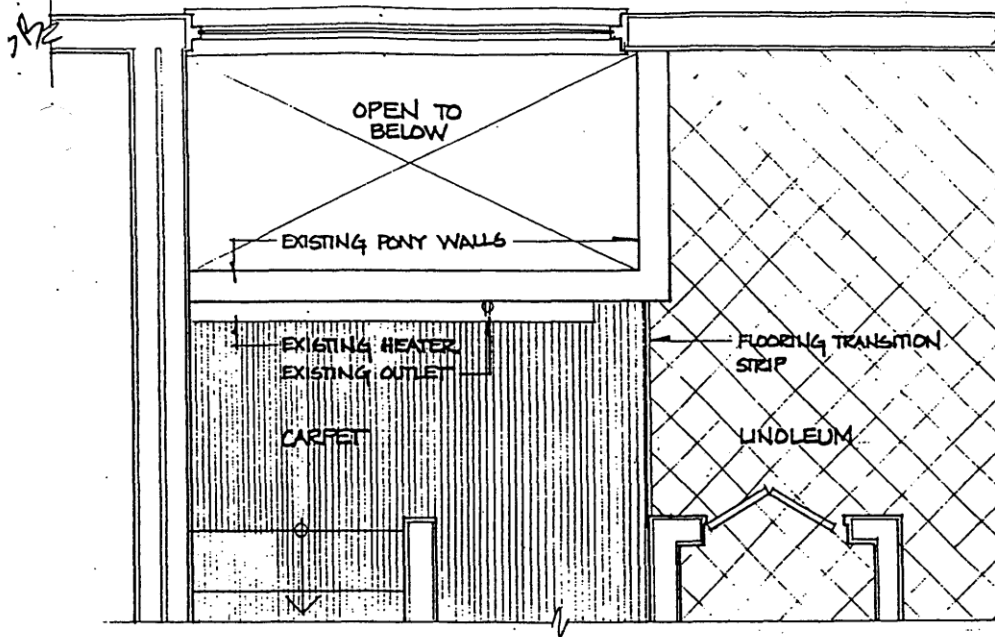
# STORAGE SHED

PAGE 2  
OF 2

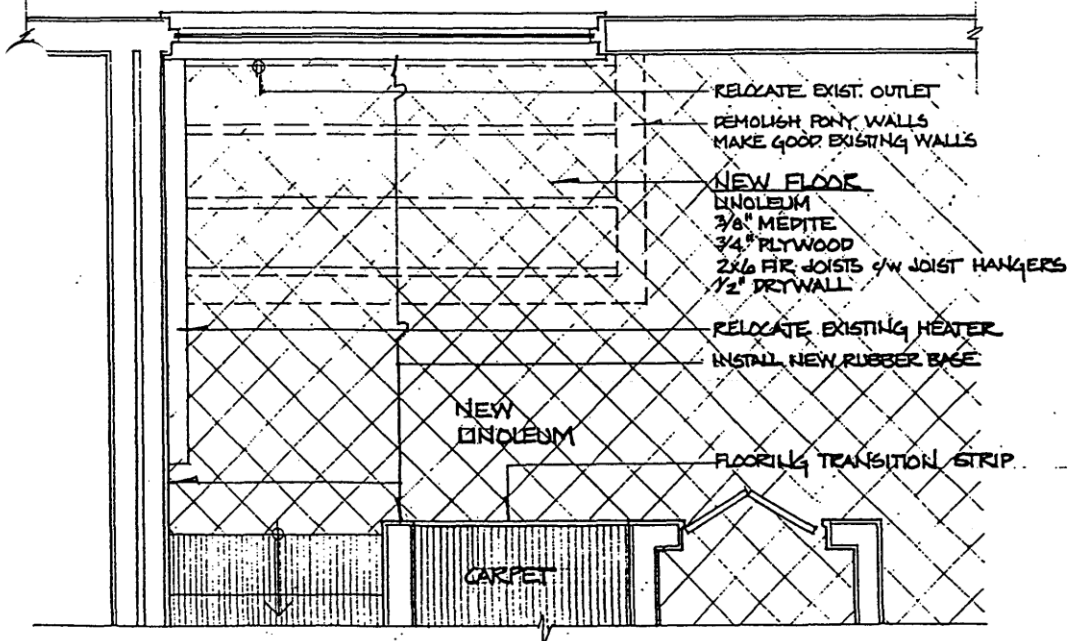
THIS DRAWING & NOTES SERVE AS GUIDELINES ONLY. IT IS THE RESPONSIBILITY OF EACH USER TO ENSURE COMPLIANCE WITH ALL NATIONAL & MUNICIPAL BUILDING CODES.

### Atrium Infill

BEFORE



AFTER



APPROVED RENOVATION - 2

## ATRIUM INFILL

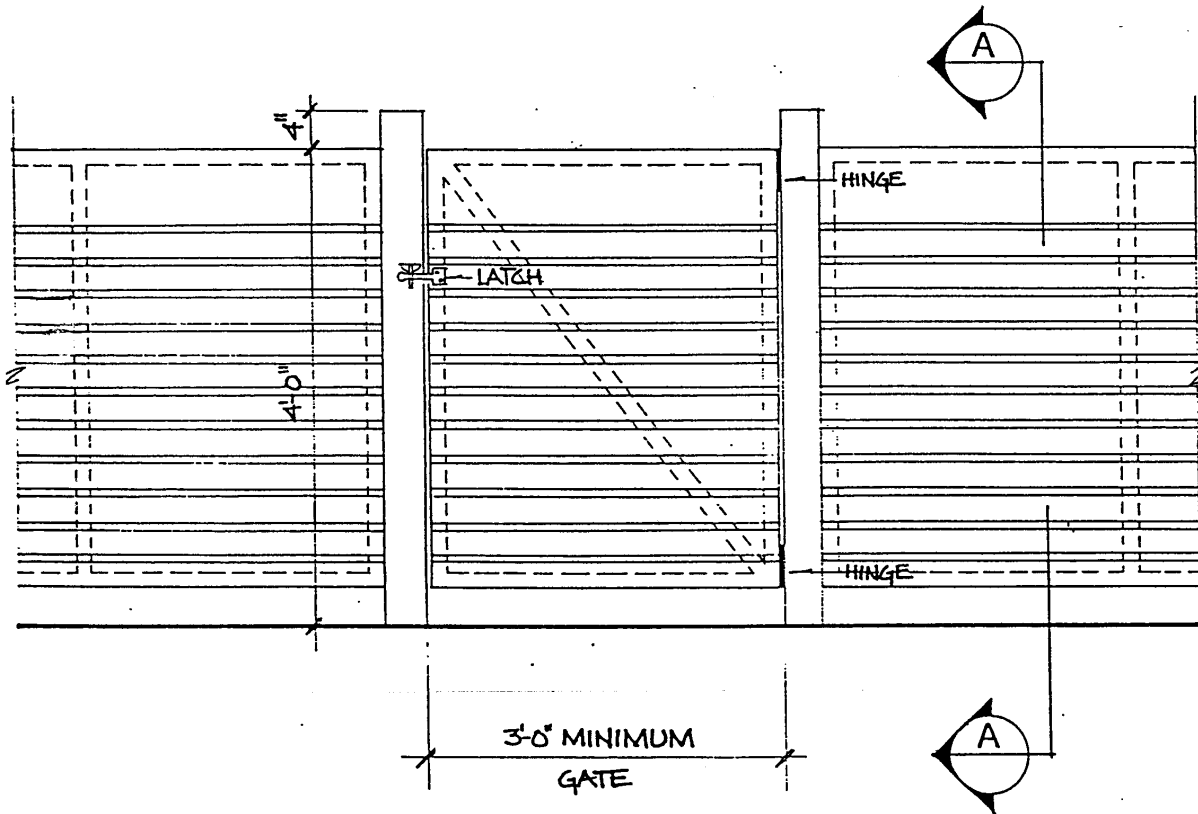
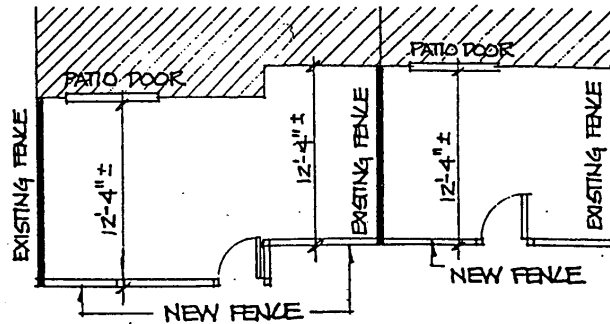
PAGE 1  
OF 1

THIS DRAWING & NOTES SERVE AS GUIDELINES ONLY. IT IS THE RESPONSIBILITY OF EACH USER TO ENSURE COMPLIANCE WITH ALL NATIONAL & MUNICIPAL BUILDING CODES.

## Privacy Fence

34

1. SEE DIAGRAM (RIGHT) FOR APPROVED LAYOUT.
2. STAIN ALL SURFACES TO MATCH EXISTING CO-OP STAIN.
3. ALL GATES TO SWING IN TOWARD BUILDING
4. DO NOT PASS EXISTING DIVIDERS. 12'-4" DIMENSION IS APPROXIMATE.



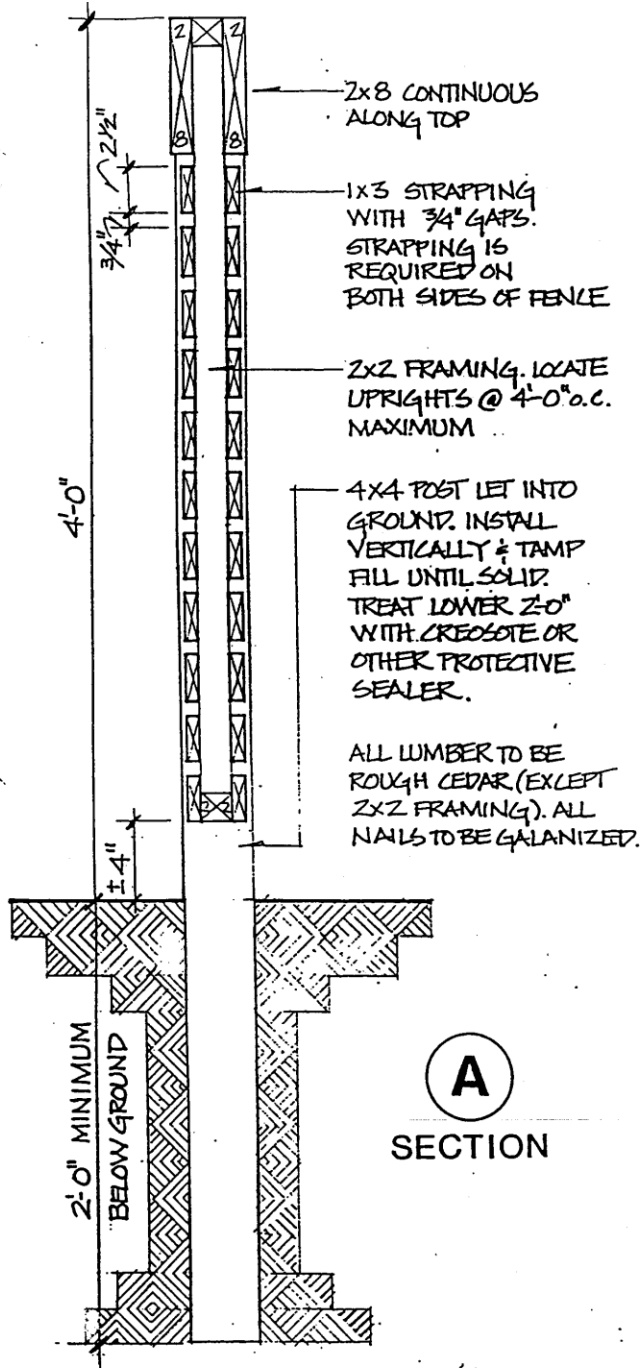
APPROVED RENOVATION - 3

## PRIVACY FENCE

PAGE  
OF

1  
2

THIS DRAWING & NOTES SERVE AS GUIDELINES ONLY. IT IS THE RESPONSIBILITY OF EACH USER TO ENSURE COMPLIANCE WITH ALL NATIONAL & MUNICIPAL BUILDING CODES



APPROVED RENOVATION - 3

# PRIVACY FENCE

PAGE 2  
OF 2

THIS DRAWING & NOTES SERVE AS GUIDELINES ONLY. IT IS THE RESPONSIBILITY OF EACH USER TO ENSURE COMPLIANCE WITH ALL NATIONAL & MUNICIPAL BUILDING CODES

## **Unit Master Key**

### **1. ACCESS TO UNIT MASTER KEY**

- a) for the protection of members, the Co-op will retain a unit master key to all premises; no member shall alter or install a lock without the written consent of the Board of Directors;
- b) the unit master key shall be kept in the possession of the President of the Board of Directors and a person designated by the Board of Directors;
- c) the unit master key may be used to open a member's unit without his/her permission or knowledge only in cases of emergency (e.g. danger to life, health or the structure, possessions or furnishing of the Co-op);
- d) the key for the common room shall be kept in the possession of a person designated by the Board of Directors.

### **2. MEMBER RESPONSIBILITY/LOCK REPLACEMENT**

Members are responsible for having a mastered lock for the entrance to their unit. Any lock replacement must be done through the Maintenance Committee and the cost borne by the member:

- a) people must be responsible for their own keys;
- b) doors must have mastered locks;
- c) only the authorized holder of a unit master key can gain access to a unit with that key.

(Feb/2017 GM)

## **MOVE IN/MOVE OUT**

### **1. LEASE SIGNING**

A member's lease must be signed prior to move-in and as arranged with the co-op's management service provider.

(Feb/2017 GM)

### **2. CARPET CLEANING**

Upon move-out, all members are required to have their carpets professionally cleaned and scotch-guarded by truck-mounted equipment this will be arranged by the co-op and deducted from the member's share purchase. In units where pets have been living, members must also spray for fleas (See Pesticide Policies - Maintenance Section).

### **3. CLEANING OF UNIT**

Upon move-out, any wallpaper is to be removed, all painted walls must be left clean and undamaged. Any damages must be repaired upon move-out, otherwise the cost of repairs will be deducted from member's shares.

### **4. TIME OF MOVE-OUT**

Members moving out of the Co-op must be out of their unit by 12:00 noon the last day of the month. Goods left will be moved at owners risk. There will be a \$25.00 penalty per hour after 12:00 noon, and cost of moving will also be charged to the owner.

(June/87 GM)

### **5. INSPECTIONS**

There has been concern regarding move-out inspections. In order to ease the work for the Inspectors, Maintenance Coordinator and Board regarding smooth operation of move-outs, the following motion was made:

Ingoing/Outgoing Inspectors will be notified immediately of:

- a) a list of deficiencies shall be given to Maintenance;
- b) Maintenance Committee will be responsible for ensuring all work is complete;
- c) Inspectors have no authority to spend money unless approved in a motion at Board meetings;
- d) chargebacks against shares to outgoing members must be approved by Maintenance Committee and ratified at Board meetings;
- e) Board of Directors may overrule Maintenance Committee and the Board decision will be final.

With this motion, if there is any complaint from an outgoing members, they may go to the Board therefore releasing Inspectors, Maintenance and Coordinator from disputes.

(Feb/2017 GM)