

## POST 83 CO-OPERATIVE HOUSING ASSOCIATION ("Post 83")

### POLICIES

(Revised November 19, 2019)

These Policies are an integral part of the Occupancy Agreement binding the Member to comply with and abide by the Rules and Policies of occupancy.

#### LEGAL

1. Members are required to actively participate.
2. Communications between Members and the Board of Directors shall be in writing, dated and signed.
3. The Board of Directors or committee chairpersons may not be contacted before 9:00am or after 5:00pm except in case of an emergency.
4. Any consent or approval given under the Rules and Policies by the Board of Directors **must be in writing and shall be revocable at any time for due cause.**
5. No Member shall do anything or knowingly permit anything to be done anywhere within the Post 83 complex that contravenes the Occupancy Agreement, the Rules, the Policies or any statute or municipal by-law.

#### OCCUPANCY

6. No suite shall be used for commercial or professional purposes or for any purpose that might be illegal or injurious to Post 83.
7. Each suite shall be occupied as a single-family residence only. Paying guests or lodgers are not permitted. Any change in residency status must immediately be reported in writing to the Office Administrator.
8. The duplication of keys by Members is not permitted. The need for duplicate keys must be submitted in writing to the Office Administrator and consent obtained. Consent will not be unreasonably withheld. The cost associated therein shall be borne by the Member.

(Amendment –Resolution passed at the Members SGM held November 20, 2018 – to remove this clause)

#### INTERIOR

9. Waterbeds are not permitted.
10. Insurance – it is the sole responsibility of every Member in Post 83 to have insurance on their contents. Members are completely responsible for negligence and for any costs to Post 83.
11. **Movement of household furniture and other effects in, out, or within the building must be arranged with the Office Administrator in advance.** No such movement shall commence before 8:00am and shall be completed by 8:00pm.
12. Any damage caused by bluing liquid or tablets used in toilets is the responsibility of the Member.
13. Electric dishwashers, washers, dryers, or washer/dryer combinations or garburators are strictly prohibited in suites.
14. Refrigerators and stoves, other than the ones provided by Post 83, are not permitted.
15. Smoking is prohibited in hallways, elevators, in the units or balconies on designated non-smoking floors and/or any common areas in the building.

**EXTERIOR**

- 16.
- (a) The drapes provided for the windows in each suite are the only drapes that are to be visible from the exterior of the building. Any additional drapes or curtains must be hung from the inner drapery rod.
  - (b) No shades, awnings, window or balcony guards, ventilators, heating or air-conditioning devices or any other attached exterior projections are permitted. Nothing shall be erected on or fastened to the exterior surface of any suite or common property area. No signs, billboards, notices or other advertising matter of any kind shall be placed on any part of a suite that would be visible from outside the suite.
  - (c) No Member may alter their suite or permit it to be altered in any manner that would affect the exterior of the building.
17. No laundry or washing shall be hung in such a way as to be visible from the exterior of the building.
18. Nothing may be discharged over patio railings nor shall anything be thrown from the windows or patios of any suite.
- Each Member shall conserve the plumbing, electrical and mechanical systems of the building. Damage to these systems caused by a wrongful act or the neglect of the Member shall be repaired at the expense of the Member.
- 19.
- (d) Ordinary household refuse and garbage must be bagged, tied and deposited in the garbage bins accessible in the basement P1 level.
  - (e) Recyclables are to be placed in the appropriate Recycle Bins.
  - (f) Boxes or cartons (cardboard) to be flattened and placed in beige bin outside.
  - (g) Disposal of any other waste material is the responsibility of the Member.
20. Christmas lighting may be added to the Members' windows and balconies subject to the following conditions:
- (h) All lighting must be CSA approved and be of a type and design appropriate to its location (e.g. outside).
  - (i) Christmas lighting must not be placed in position before November 15 and must be removed by January 15 of the following year.
  - (j) Lighting must be secured in a manner that will not damage the exterior of the building and there must be no risk of it breaking loose OR falling from the building.
21. Pursuant to by-laws of the City of Burnaby, smoking is **prohibited** within three (3) metres of doorways, windows, and air intakes.

**COMMON AREAS**

22. The sidewalks, walkways, passages and driveways of the common property area may not be obstructed or used for any purpose other than entering or leaving suites or parking area.
23. Nothing should be left on hallway floors or in stairwells at any time.
24. Children must be supervised at all times within the common areas of Post 83.
25. No Member or guest shall make noise in or about their suite or common property or do anything which will interfere unreasonably with any other Member. This includes, but is not limited to instruments, electronic devices, power tools, and other noise making devices.
26. No part of the common area may be used for storage purposes.

27. Recreation areas are for the use of Members and their guests only. The Rules and Regulations governing their use are posted in their respective areas.
28. No Member or guest may do anything on common property that is likely to cause damage to bushes, plants, flowers or lawns.
29. It is forbidden to feed birds, squirrels, rodents or any other animal from the suites or anywhere within the Post 83 boundaries.
30. No pet of any kind is permitted anywhere within the Post 83 complex without the written consent of the Board of Directors, **nor shall any visitors' pets be permitted.**

### **PARKING**

31.
  - (a) Post 83 parking stalls are available for rent to Members for a monthly fee of \$20 (this rate effective May 14, 2012).
  - (b) Members' vehicles must be parked in designated and leased parking spaces only.
  - (c) The visitor parking spaces in front of the building may be used by Members for unloading and loading purposes for a maximum of one (1) hour on any one occasion.
  - (d) No Member or visitor may park overnight in the visitor parking spaces in front of the building. Overnight parking spaces are available for use of visitors in the underground parkade and the Office Administrator will allocate space and provide the required Parking Pass upon request.
  - (e) All visitors must display a Visitors Parking Pass with the suite number on the dash windshield.
  - (f) No major repairs to any vehicles may be carried out anywhere on the common property.
  - (g) The speed limit on the driveway and in the underground parkade is 8 KMH or 5 MPH.
  - (h) Headlights must be used on all vehicles being driven into or out of the underground parkade.
  - (i) The parking spaces on the east side of the building are to be used for over height vehicles and are subject to all Policies and Regulations pertaining to underground parking.
  - (j) Automatic garage door openers are provided for the exclusive use of Members leasing parking space in the underground parkade. They are not to be left in the vehicle. In the event of loss, the opener will be replaced at the expense of the Member. Openers are to be surrendered upon termination of the suite occupancy or the parking space lease.
32. (policy removed as of November 19, 2019 General Meeting)
33. Motorcycles are to be parked in a leased motor vehicle parking stall at the monthly rate of \$20, **OR** in the designated motorcycle parking area at \$10 per month (two motorcycles per stall).

### **PARKADE REMOTE CONTROLS**

34. Remote controls are available to members who rent parking stalls.
  - (k) The first remote control is provided at no charge to the Member.
  - (l) A deposit of \$65.00 is required for additional remote controls.
  - (m) The deposit will be refunded when the remote is returned in good condition.

- (n) Any remote controls that are lost, stolen, or damaged beyond normal wear and tear will be replaced for a fee of \$65.00

## **FIRE AND SAFETY**

35. The use of barbecues is subject to the following Fire Safety Regulations:

- (a) Propane or similar gas cylinder operated barbecues, gas cylinder tanks, full or empty, may not be stored anywhere within the building, including the parkade and storage lockers. **They may be kept on the open patio area of a suite**, but it is a requirement that an **approved plug be installed on the cylinder valve outlet before transporting the cylinder through the building**.

Additionally, the Burnaby Fire Department has clearly stipulated:

- i. The cylinder can be transported on the elevator **ONLY** when there are no other passengers on the elevator.
- ii. The Cylinder and the barbecue **MUST NOT BE**:
  - Within three (3) feet of any opening to the building.
  - Within ten (10) feet of any air intake appliance or air moving equipment.
  - Within ten (10) feet of any source of ignition such as electrical outlets or switches.

- (b) Briquette fired barbecues (e.g. Hibachi's) are **NOT PERMITTED**.

36. Natural Christmas trees are **NOT PERMITTED** anywhere in the building, including Members' suites. Artificial trees are permitted.

37. No combustible, flammable or odoriferous offensive materials or substance may be stored in any suite or storage locker area or parking stall, except that permitted by the Fire Marshall.

38. No Member may do anything knowingly or permit anything to be done that shall increase the risk of fire or cause the insurance underwriters to unfavorably re-assess the fire insurance coverage of Post 83 property.

## **BUILDING SECURITY**

39. Post 83 has surveillance cameras installed in various locations:

- (a) These surveillance cameras are not to be tampered with or blocked off by any means that interferes with their function.
- (b) The purpose of the cameras is to produce visual records of possible security breaches, rule violations, or illegal activities.
- (c) The images produced are stored electronically in the Board Room of Post 83.
- (d) The stored images may be viewed in the presence of a Board member by the site maintenance contractor, property manager, police or fire officials.
- (e) Live images may be available to residents on their home televisions for the purpose of identifying persons calling on the intercom seeking entry to the building. Any recording of these images by residents may, in certain cases, constitute invasion of privacy and/or a violation of the *Personal Information and Privacy Act* and is not permitted.

## **INTERNAL MOVES**

40. The following resolution was passed by the Members at a Special General Meeting on May 16, 2011. The process under which any internal move is considered is contained in the Membership Committee Standard Operating Procedures. The resolution reads as follows:

The Member must make their request for consideration of an Internal Move in writing to the Board of Directors. The Member's request must include the reason/reasons they are making the request and the Board of Directors will approve or deny a request based on all factors taken into consideration at the time of the request, such as medical or other extenuating circumstances.

Members take priority over new applicants for an available unit provided they have:

- (a) A change in circumstances which makes a move to a larger unit possible, or a smaller unit necessary.
- (b) An excellent Membership record (prompt housing charge payments, participation, cooperative attitude, etc.).
- (c) One year in residence before moving.
- (d) All other factors being equal, priority shall be given to the Member who has made a significant contribution to the operation of the co-operative.
- (e) A Member loses all priority if they turn down a unit offered.

Prior to any unit being assigned for an internal move, the unit of the Member requesting the move must be inspected and reported in satisfactory condition. Once the unit has been vacated the unit should be inspected again before the new Member(s) receives their keys to said unit.

Members shall pay for all costs of repair and restoration of the unit, which result from alterations, changes or additions made by the Member.

After a unit has been assigned, the Member(s) making the move will be required to make a deposit of one half (½) month housing charge. This deposit will be viewed as a "guarantee" that the unit being vacated will be left in a state of reasonable cleanliness and repair. The unit being vacated will be inspected as soon as it is empty. If this unit has been thoroughly cleaned and there is no willful damage, then the deposit will be returned to the Member(s) immediately. If the unit has not been properly cleaned or there is willful damage, then the co-op may hire cleaners or contract repairs and pay for them out of the Members deposit. If the cost of cleaning and/or repairs exceeds the amount of the deposit, any further costs will be borne by the Member(s). These costs shall be due and payable by the Member to the co-op immediately upon written notice to the Member.

An administration fee of \$500 (non-refundable) will apply for a move from a 1 bedroom to a 2 bedroom. The administration fee is due at the signing of the new lease.

An administration fee of \$350.00 (non-refundable) will apply for a move from a 2 bedroom to a 1 bedroom. The administration fee is due at the signing of the new lease.

Member must agree to above terms in writing.

The full Board of Directors will have final say over any exemptions.

**NOTE:** Changes to this document can only be at the direction of the Board of Directors. No other documents are to be produced or given to the Members without permission or consent from the Board of Directors.