

Building By-law

_____ Housing Co-op

Adopted by the General Meeting on:



FÉDÉRATION DES COOPÉRATIVES
D'HABITATION INTERMUNICIPALE
DU MONTRÉAL MÉTROPOLITAIN



LES COOPÉRATIVES D'HABITATION
présence des femmes
pouvoir des femmes

Table of contents

2	1. General considerations
3	2. Violence, harassment and discrimination
3	3. Rental conditions
4	4. Maintenance of housing and collective property
5	5. Urgent repairs
6	6. Heating
6	7. Security
6	8. Garbage and recycling
7	9. Air-conditioning equipment
7	10. Animals
7	11. Use of community facilities
8	12. The use of laundry rooms and equipment
8	13. Snow removal
8	14. Noise of parties
8	15. Complaints
9	16. Visit of the premises
9	17. Keys
10	18. Tobacco and cannabis
10	19. Terrace, courtyard, garden and communal balconies
11	20. Vehicle access roads
11	21. Grounds
12	22. Bicycles
12	23. Barbecue

1. General considerations

This cooperative by-law is drafted as an extension of and in accordance with the Charter of Human Rights and Freedoms, the Civil Code of Québec, the Act respecting the Régie du logement and other applicable laws.

In addition, the Cooperative and its tenants are required to act in accordance with the principles and values of the cooperative movement contained in the Statement on the Cooperative Identity of the International Co-operative Alliance:

- **Voluntary and open membership**
- **Democratic member control**
- **Member economic participation**
- **Autonomy and independence**
- **Education, training and information**
- **Cooperation among cooperatives**
- **Concern for community**

The purpose of the building by-law is to better carry out the Cooperative's mission and goals, to govern life inside and outside the building, and to ensure that everyone can live happily in the Cooperative. However, in order to create and maintain a pleasant climate, it is not enough to adopt a by-law: it is also important that tenants show respect and tolerance for their neighbours.

The building by-law is addressed to all tenants and occupants, members and non-members of the organization. Cooperative members adopt the by-law in a general meeting.

A copy of the by-law must be given to each tenant before the signing of the lease; it then forms part of the lease and its provisions have the same value as the clauses of the lease. Box D of the lease indicating that there is a building by-law must be checked "yes." The building by-law is then automatically renewed when the lease is renewed.

We encourage you to adapt this model by-law in line with the specific mission, objectives and realities of your housing cooperative. To indicate items where particular attention must be paid to possible changes, we have inserted the following symbol:



2. Violence, harassment and discrimination

The cooperative is a place that respects everyone's differences. Domestic violence, sexual or psychological harassment and discrimination¹ will not be tolerated. A member, occupant or visitor who has violated, harassed or discriminated against a member, occupant or visitor may be subject to sanctions that could lead to his or her expulsion from the cooperative.

Negligent behaviour that poses a risk to the safety of other tenants or occupants will not be tolerated.

Any intervention by the board of directors or the appropriate committee in the event of conjugal violence, harassment or discrimination must be carried out with humanity and respect for the confidentiality of the persons involved or concerned.

3. Rental conditions

The Cooperative's units are to be used only as a place of residence.

NO commercial activity (daycare, commercial office, warehouse, room rental, workshops, etc.) will be tolerated without the written authorization of the cooperative's board of directors. Note that self-employment is not considered a business activity in this case.

Tenants must occupy the organization's units themselves on a regular and continuous basis.

Tenants are responsible for the behaviour of the occupants of their unit and their guests and are responsible for ensuring that all those who reside in the unit and all guests respect this by-law.

Proceedings will be initiated against any tenant who engages in any illegal activity, including those that may interfere with the peaceful enjoyment of the premises or the safety of other tenants.

¹Grounds for discrimination are: race, colour, sex, gender identity or expression, pregnancy, sexual orientation, civil status, age except as provided by law, religion, political convictions, language, ethnic or national origin, social condition, a handicap or the use of any means to palliate a handicap.

4. Maintenance of housing and collective property



The Cooperative is required to deliver a unit in good habitable condition and to keep common areas free of safety hazards. The Cooperative is also required to ensure equity between units in terms of repairs, condition of units and renovations.²

The Cooperative maintains at its own expense and in good working order:

- smoke detectors and smoke alarms
- the heating system
- the plumbing system and the water heater
- the electrical system
- outside doors and windows
- damaged floors, walls and ceilings (unless the tenant is at fault)
- woodwork
- wood panelling
- windows (unless broken by the tenant)
- faulty locks on the outside doors
- painting of stairs and balconies

In addition, at all times, the Cooperative will, at its own expense, repair defects and breakages occurring in the unit if they are attributable to causes beyond the control of the tenant.

For their part, tenants maintain in good working order or repairs at their own expense:

- light switch plates
- bulbs and fuses
- clogged pipes due to their negligence (utensils, toys, etc.)
- rubber washers for faucets
- broken windows due to negligence
- interior walls, ceiling and doors damaged due to negligence
- the application of wallpaper and paint
- cupboard door handles: when they leave, tenants must replace with the original door handles
- light fixtures
- the door handles and hinges of the unit, when broken by the tenant
- towel racks, glass racks, soap racks, grab bars, etc.
- floor covering: (tile, linoleum, carpet, varnish) when damaged by the tenant's negligence or when he or she wants to change what is in place subject to the Cooperative's approval.

²For example, by seniority of the request in cases of no immediate urgency.

If repairs or replacements are necessary in the unit as a result of the tenant's negligence, poor maintenance or use of the unit, the tenant agrees to pay the cost of such repairs or replacements. If the tenant wants to do the work or have it done by a person of his or her choice, the maintenance committee will make sure that the person chosen to do the repair has the knowledge and skills to do it according to the Cooperative's standards.³ If this is not the case, the maintenance committee will propose to the member one or more skilled workers. It will be the responsibility of the tenant to make an appointment and to ensure a presence on the premises during the repair. If the repairs are not made in accordance with the agreement, on a date determined in advance, the maintenance committee will take the measures it deems appropriate to have the work done and will invoice the tenant for the cost of labour, materials and administrative fees.⁴

In all cases, at the time of leaving the unit, the tenant must return it to its initial state, i.e., in the same condition as at the beginning of his or her occupancy, in particular by putting back in place anything that was removed (ceiling lights, fixtures, doors, etc.) unless the new tenant accepts the unit as transformed.

Any development that alters the original nature of the unit must be requested in writing and approved by the Cooperative.

5. Urgent repairs



In the event of an urgent repair (that threatens the health or property of the tenants or the integrity of the unit), the tenant must immediately notify the person(s) in charge of the maintenance committee according to the procedure provided for this purpose in order to remedy the situation as quickly as possible.

³The maintenance committee reserves the right to ask the member to redo the repair at his or her own expense if it does not conform to the cooperative's standards.

⁴With the same qualifications, the maintenance committee undertakes to choose the least expensive labour. Invoices may be presented to the member at any time.

6. Heating

The tenant is required to maintain adequate heating in her or his unit, so as not to cause breakage of pipes and water pipes due to frost.

7. Security



Storage

- All stored items are at the risk of the tenant.
- Storage of dangerous materials is prohibited.
- No objects may be stored in entrances, staircases, corridors or any other common area, so as not to impede traffic and affect safety.
- Common areas must be clean and uncluttered at all times. On common balconies, flower boxes are allowed with the authorization of the cooperative and are the responsibility of the tenant.
- In the event of imminent danger, the board of directors of the cooperative may, without notice, remove any object that impedes traffic and/or may be detrimental to safety.

Security doors

- For safety reasons, all emergency exit doors must be closed and locked at all times.
- It is prohibited to leave apartment doors open for long periods of time in order to respect each tenant's right to privacy.

Lighting of common areas

- For safety reasons, common areas must be illuminated.

8. Garbage and recycling



All garbage and recycling must be properly disposed of in the bags and bins provided for this purpose. No garbage should be left on balconies, in the yard, in the basement, or any other common area.

9. Air-conditioning equipment



The installation of air conditioning equipment is permitted as long as it is done in a safe manner and does not harm neighbours. The installation will have to be verified by the cooperative. The cooperative reserves the right to prohibit such equipment in the event of any inconvenience or damage caused by its use. Tenants remain responsible for such damage and inconveniences.

Finally, it is the tenant's responsibility to check with the board of directors to find out the amperage level (BTU) that must be respected.

10. Animals



The presence on the premises of any service animal is always permitted. Pets are permitted on the premises, as long as they do not interfere with the peaceful enjoyment of the premises by the other tenants and as long as these rules are followed:

- One cat or small dog is permitted; a single animal per unit is permitted.
- The animal must be kept in the tenant's apartment.
- Kennels, outdoor shelters or animal restraints are not permitted.
- In the courtyard and other common areas, animals must always be accompanied by a responsible person and kept on a leash.
- The animal's excrement must be picked up without delay by its owner under penalty of sanctions.
- All damages caused by an animal are at the expense of the owner of that animal.
- The Cooperative reserves the right to ask the person who owns an animal that has become a source of danger to get rid of it within a maximum of 30 days.
- Animals are to be prevented from defecating on balconies.

11. Use of community facilities



The community room is reserved exclusively for the use of members and their guests. Reservations for the room must be made with the committee responsible for the room. Members must comply with the rules of use established by the Board of Directors. After a party, a meeting, etc., those who organized the meeting are responsible for cleaning the premises.

12. The use of laundry rooms and equipment



The laundry room is at the exclusive disposal of tenants. Users must leave the premises and equipment clean at all times. They must report any abnormal situation immediately.

Tenants can use the washers and dryers at their disposal between 8:00 am and 10:00 pm.

13. Snow removal



Snow removal on access roads is the responsibility and expense of the cooperative.

Each tenant is responsible for keeping their private balconies, stairs and sidewalks, front and back, cleared of snow.

14. Noise and parties



In order to promote harmonious relations, tenants must show tolerance and respect:

- At all times, tenants must ensure that they do not make excessive noise.
- **Between 10:00 p.m. and 7:00 a.m. on weekdays, and between midnight and 9:00 a.m. on weekends**, tenants must refrain from making any noise that might disturb the sleep of their neighbours.
- **Between 10 p.m. and 7 a.m.**, tenants must avoid making excessive noise outside at the front or rear of the building (noisy activities).
- Maintenance work will take place between 7 a.m. and 9 p.m. and tenants will be notified beforehand.
- To promote neighbourly relations, it is recommended that you notify your neighbours before holding a party in your home or in the community room.

15. Complaints



To ensure that life in the cooperative is pleasant for all, we must promote harmonious relations between tenants. To achieve this, everyone must do their part and respect the following points:

- Any tenant who has a complaint should, if possible, first try to resolve the problem with the person concerned.
- If the first step is not successful, the tenant should put the complaint in writing complaint and give it to the Cooperative (or Neighbour Relations Committee) who will review it and take appropriate action.

16. Visit of the premises

Except in cases of emergency, 24 hours' notice must be given. However, the cooperative may extend this period.

The tenant must allow access to his or her unit to persons authorized by the organization in the following cases:

- In the case of an emergency
- During the annual visit of the unit by representatives of the cooperative (this visit will take place, unless otherwise specified, within 30 days before the tenant's departure or the renewal of the lease)
- To allow for repairs authorized by the cooperative
- To allow a potential tenant to visit the unit, as soon as both parties accept the end or non-renewal of the lease
- For any other purpose deemed reasonable by the general meeting of the cooperative
- Visits should take place between 9 a.m. and 9 p.m.

In all these cases, after written notice of a visit to the unit, within the prescribed time limits and for the valid reasons listed above, authorized persons from the Cooperative may enter the unit, in the absence of the tenant, using the key. When the Cooperative decides to visit a unit, except in an emergency, at least two people authorized by the Cooperative must be present.

17. Keys

During the term of the lease, the Cooperative must at all times have a copy of the keys to the units and the tenants' mailboxes.⁵

Upon their departure, tenants must hand over all keys to their unit and mailbox, including the keys they received upon arrival and any keys they have had duplicated during the term of the lease. Tenants may not at any time change the locks of their unit and mailboxes or affix any mechanisms restricting access to them without having received prior written authorization from the Cooperative to this effect.



The person responsible for the custody of the keys must keep a record of their use or return. In the event of loss, only the person(s) designated in the lease may be given a duplicate key or authorize another person of their choice to take possession of it. For one of the reasons enumerated under the law, the person in charge may also give the key to a unit to a group of at least two persons in charge of the Cooperative who must enter the unit together.

18. Tobacco and cannabis



It is strictly forbidden to smoke in the indoor common areas of the cooperative. The only indoor area where smoking* is permitted is in the residential units. In this case, it is the tenant's responsibility to leave the door closed and to ventilate the unit in such a way that odours do not inconvenience his or her neighbours. Smoking is allowed in the courtyard on the condition that you do not stand immediately below an open window of an apartment and throw your cigarette butts in the trash can or ashtray provided for this purpose.

OR

It is strictly forbidden to smoke* tobacco or cannabis in all private and common areas of the building. This includes, in particular, the apartments, the courtyard, balconies and windows. In addition, this prohibition applies within a 9-metre radius of the doors and windows of the building.

⁵These keys are kept in a secure manner and the person responsible for guarding the keys is identified for everyone.

OR

It is strictly forbidden to smoke* tobacco or cannabis in all private and common areas of the building, with the exception of private balconies. The tenant remains responsible for leaving the door closed and acting in such a way that odours do not inconvenience his or her neighbours.

*The word “smoke” also refers to the use of a pipe, bong, electronic cigarette or other device of this nature.

19. Terrace, courtyard, garden and communal balconies



Since the terrace, courtyard, garden and communal balconies are common areas, all tenants with access to them must ensure that the premises are kept clean and safe.

All the tenants, as well as all the people living with them, have access to the terrace, the courtyard, the garden and the communal balconies. Tenants may receive guests, but they must comply with the usage policy.

No garden accessories (swings, tables, etc.) may be installed in communal outdoor areas without the cooperative’s agreement. All tenants have the right to use the accessories installed in the common areas.

The gates of the fences surrounding the garden should always be closed.

20. Vehicle access roads



Access roads to the building are intended for traffic and must be kept clear at all times. They are regulated as fire zones by the City, which issues tickets if necessary.

Improperly parked cars, therefore, may be towed at the owner’s expense.

21. Grounds

Grounds must be kept clean, including keeping pets from urinating or defecating. Do not damage trees, shrubs or flowers.

22. Bicycles



Bicycles must be stored in the garage in specially designated areas, in the upstairs storage area or in the tenant's storage locker. Bicycles may not be kept on the balcony.

23. Barbecue



The use of a barbecue is permitted on private balconies, the patio or any other place designated by the Cooperative. However, the user is fully responsible for its use and must at all times comply with the various applicable standards, municipal by-laws and fire prevention codes.

- Avoid excessive smoke
- Only use barbecues with a lid
- Camping-type barbecues are forbidden
- Cook at regular hours (before 10:00 p.m.)
- It is forbidden to store gas cylinders inside the building.
Leave them on the balcony instead.