

# METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854

## BY-LAW NO. 7

(being a By-law to establish a "standard unit")

**WHEREAS** Section 56(1)(h) of the Condominium Act, 1998, Chapter 19, Statutes of Ontario, 1998, as amended (hereinafter referred to as the "Act") provides that the Board of Directors of Metropolitan Toronto Condominium Corporation No. 854 (hereinafter "the Corporation") may pass a by-law establishing what constitutes a standard unit for each class of units specified in the by-law for the purpose of determining the responsibility for repair of improvements after damage and insuring them;

**AND WHEREAS** it is desirable for the Board to enact such a by-law to clarify the responsibilities and obligations of the unit owner and the Corporation with respect to repair to such improvements to the unit;

**AND WHEREAS** the unit owner shall remain responsible for the maintenance, repair and replacement of the unit, as defined in Schedule "C" to the Declaration, and for maintaining, repairing, replacing and insuring any improvements or betterments to the unit;

**AND WHEREAS** an "improvement" is defined to be, for the purposes of this by-law, any change made to the "as built" condition of the unit when completed by the Declarant including any extras or upgrades to the "builders grade" fixtures and fittings paid for by the original unit owner, and as more specifically set out below;

**NOW THEREFORE BE IT ENACTED** as a by-law of the Corporation, as follows:

1. For the purposes of this by-law, all units at the Corporation shall be deemed to be of one class.
2. The standard unit shall mean the "as built" condition of the unit when completed by the Declarant, including the fixtures and fittings that correspond to "builder's grade" finishes, that is, unimproved above the builder's basic standard. This standard is reflected in the list attached hereto as Schedule A of standard Declarant unit finishes as they relate to portions of the unit.
3. The unit owner shall be responsible for the cost of maintenance, repair, replacement, and to arrange adequate insurance for all improvements or betterments to the individual unit made or acquired by the unit owner.
4. Notwithstanding the above definition of standard unit, the following fittings and fixtures shall be deemed to be improvements and betterments within the meaning of this by-law and for the purposes of the Condominium Act, 1998;
  - \* All floor coverings on the bare concrete floor slab, including without limitation, all carpets and broadloom, floor tiles including wood parquet, hardwood, linoleum and all application treatments including adhesives, under padding and sound transmission barriers;
  - \* All wall finishes, coverings, applications, and/or materials on or attached to or on the unit side of the primary coat finished gypsum board or other originally installed wall material of all internal walls, doors, windows, their frames and sills, baseboards and cornices, including without limitation paint

(beyond primary coat), varnish, stain, wall paper, or covering, application, or installation of any kind or material;

- \* All ceiling finishes, coverings, applications, and/or materials on or attached to, or on the unit side of the primary coat finished gypsum board or other originally installed ceiling material;
  - \* The kitchen counter top, as originally installed, replaced, altered or upgraded, including, without limitation, any sink(s), tap or faucet set, backsplash, sealant and all means of attachment to the plumbing, walls and/or cabinetry;
  - \* The bathroom vanity counter tops, as originally installed, replaced, altered or upgraded, including, without limitation, any sink(s), tap or faucet set, backsplash, sealant and all means of attachment to the plumbing, walls and/or cabinetry;
  - \* All mantels or hearths on or around any fireplaces, with the exception of those originally installed by the declarant as standard installation at the time of original construction;
  - \* All window coverings, including without limitation, drapes, drapery linings, drapery sheers and blinds.
5. Any and all excess costs incurred by the corporation relating to maintenance, repair and/or replacement of fixtures or fittings constituting part of the unit or common elements where such has been occasioned by the unit owner or a predecessor in title replacing or altering original fixtures and fittings is deemed to be a cost of maintaining, repairing or replacing an improvement or betterment, and any such cost shall be paid or payable by the owner to the corporation and shall constitute a common expense payable with respect to the unit.

The foregoing By-Law is hereby passed by the Directors and confirmed by the owners pursuant to the Act.

**PASSED by the Board of Directors of**

**METROPOLITAN TORONTO CONDOMINIUM CORPORATION NO. 854**

on the        day of        , 2009.

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President

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Secretary

We have authority to bind the Corporation

**CONFIRMED** by a vote of the majority of owners in accordance with the *Ontario*

*Condominium Act*, on the        day of        , 2009

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Secretary

I have authority to bind the Corporation